

**VIRTUAL PREPARATORY ACADEMY OF
NEW MEXICO
GOVERNING BOARD BYLAWS**

**ARTICLE I
MISSION STATEMENT**

Together with parents and the community, Virtual Preparatory Academy (VPA of NM), NMSA1978 §§22-8B-1, *et seq.*, is committed to the students of the school. The mission of Virtual Preparatory Academy of New Mexico (VPA of New Mexico) is to provide all students with an individualized pathway for success in a learning environment rooted in rigor, innovation, and peer interaction. VPA of New Mexico is dedicated to academic excellence that empowers and prepares students for a world of opportunity.

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

The name of VPA of NM's governing body shall be known as the "Governing Board," and referred to in these bylaws as the "Board."

**ARTICLE III
EQUAL OPPORTUNITY**

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

**ARTICLE IV
GOVERNANCE AND TRAINING**

The Board is the policy-making body for VPA of NM and therefore has the responsibility to ensure that SCHOOL operates in accordance with all applicable laws and regulations and meets its commitments to its authorizer and to the New Mexico Public Education Department ("NMPED") as reflected in its charter. Board members have a responsibility to be familiar with the terms of the SCHOOL charter and legal responsibilities of public schools. Board members must become educated about public school laws and applicable rules and regulations. All SCHOOL Board members are required to attend annual mandatory training that explains New Mexico Public Education Department rules, policies, and procedures, statutory powers and duties of charter school governing bodies, legal concepts pertaining to public schools, finance and budget and other matter deemed relevant by the NMPED. In particular, the SCHOOL Board recognizes that the following New Mexico statutes and rules are applicable to public charter schools and each member commits to take necessary steps to become familiar with these provisions:

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

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

ARTICLE V

GOVERNING BOARD POWERS AND RESPONSIBILITIES

The primary powers and duties of the Board are to:

1. Develop educational and operational policies for the SCHOOL;
2. Employ SCHOOL's head administrator, who shall be referred to hereafter as the "School Leader," evaluate the School Leader annually; and set the salary schedule for certified/licensed employees;
3. Charge the School Leader with the responsibility of implementing the charter; employing, fixing the salaries of, assigning, terminating and discharging all SCHOOL employees; carrying out SCHOOL's policies and procedures, facilities plans, budget, and such other directives and policies adopted by the Board from time to time. The Governing Board shall not be involved in the day-to-day operations of the school;
4. Review, approve and monitor implementation of the annual SCHOOL budget;
5. Acquire, lease and dispose of property, both real and personal to the extent permissible by laws applicable to public charter schools;
6. Initiate lawsuits or take all necessary steps to protect the SCHOOL's interests;
7. Consistent with SCHOOL's budget authority, approve contracts for the repair and maintenance of all property belonging to the SCHOOL or for which SCHOOL is contractually responsible to maintain and repair, which authority may be delegated to the School Leader as deemed appropriate by the Governing Board;
8. Enter contracts consistent with the SCHOOL approved budget for any service or activity that is required for SCHOOL to perform in order to carry out the educational program described in the SCHOOL charter. The Board may delegate its authority hereunder to the School Leader for contracts as deemed appropriate by the Governing Board, except in cases of employment contracts which shall be delegated to the School Leader consistent with SCHOOL's budget authority and the Board's adopted salary schedule;
9. Develop, adopt and amend policies and procedures pertaining to the administration of all powers or duties of the Board and SCHOOL;
10. Accept or reject any charitable gift, grant, devise or bequest. Each particular gift, grant, devise or bequest accepted shall be considered an asset of the SCHOOL;
11. Approve amendments to the Charter prior to presentation to the authorizer for approval;
12. Make application to NMPED for capital outlay funds;
13. Open other locations for operation of SCHOOL as consistent with the charter;

14. Address problems through the applicable dispute resolution processes according to policies and procedures;

15. Review and consider recommendations submitted by the School Leader and other advisors to the Board;

16. Charge the Chief Administrator with the responsibility of implementing/complying with the charter and its requirements.

17. Promote a cooperative relationship with its charter authorizer; to function in accordance with the New Mexico Charter School Act and resolve any dispute, which may arise between SCHOOL or its Board and the local board to the mutual benefit of the operation of SCHOOL and its authorizer; and

18. Such other powers and authorities as provided for by law.

ARTICLE VI COLLECTIVE AUTHORITY OF BOARD

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

ARTICLE VII BOARD MEMBERSHIP

1. Positions and Qualifications. SCHOOL Governing Board shall have no fewer than 5 (five), but no more than nine (9) voting members. The Governing Board shall strive to have the following composition: qualified individuals who have experience in business, education, law, finance, real estate and such other fields beneficial to SCHOOL's mission and the efficient, sound governance of the SCHOOL. The candidates for positions on the Governing Board shall be considered based upon their professional skills, demonstrated collaborative and problem-solving skills and attitudes, their ability and willingness to devote substantial time and energy to serving on the Board (including the requirement that each Board member shall regularly participate in the activities of at least one Board committee), and their commitment to acting in the best interests of SCHOOL as a whole, rather than for the interests of any particular person or group. The Board shall determine, prior to February 1 of each school year, whether the make-up of the Board shall be increased or otherwise changed.

2. Member Terms. There shall be no limit on the length of a member's tenure on the SCHOOL Board.

3. Vacancies. A vacancy on the Board caused an increase in the number of Board members, a member's resignation, or a member's removal by vote of the Board, will be filled by majority vote of the remaining Board members. To fill any vacancy the Board shall convene to appoint a Nominating Committee who will recommend candidates to fill the vacancy. If Board membership falls below five (5) the vacancy shall be filled within sixty (60) days from creation of the vacancy. The Nominating Committee shall be one Board member and the School Leader or his/her designee,

who shall meet and solicit written applications, recruit potential candidates, and screen applicants and recruits for each of the positions on the Board to be filled. The Nominating Committee shall recommend candidates to the Board at a public meeting. The Board shall thereafter select new members by a majority vote.

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

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

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

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

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

ARTICLE VIII

OFFICERS OF THE BOARD

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

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

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

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

5. President. The president of the Board shall preside at all meetings. She/he shall have the right, as other members of the Board, to make or second motions, to discuss questions, and to vote. The president of the Board may not take any action on behalf of the Board or SCHOOL without prior specific authority from a majority of the Board to do so. All communications addressed to the president shall be considered by him or her for appropriate action, which consideration may include consulting with legal counsel, and consideration by the Board. The president shall sign legal documents as required by law and perform such other duties as may be prescribed by the Board. It is the president's responsibility to ensure that Board members uphold their commitments/responsibilities to the school. The president is responsible for compiling the topics for business to be placed on the agenda.

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

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

8. Treasurer. The treasurer shall be familiar with the fiscal affairs of the School and keep the Board informed thereof in the event that the school's Business Manager is unable to so act. He/she will have knowledge of public school finance laws, rules and policies and shall serve as the chair of the SCHOOL's Finance Committee and Audit Committee. He/she may attend the PED Spring Budget Workshop and/or any other financial regulatory training recommended by the Board, School Leader or the Business Manager.

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

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

ARTICLE IX BOARD COMMITTEES

1. Standing Committees. The Board may establish standing committees, which may consist of Board members and non-Board members. Committee assignments and chairmanships will be determined by action of the entire Board, provided that at least one Board member shall serve on each committee. Standing committees of the Board shall include a Finance Committee and Audit Committee as defined by NMSA 1978 §22-8- 12.3(2010); and a Nominating Committee, as defined in Article VII, Section 3. The time and place of all committee meetings shall be announced to the Board. Except for the audit committee, all Board members may attend any committee meeting if the meetings are properly noticed pursuant to the Open Meetings Act when a quorum will be present.

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

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

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

ARTICLE X BOARD MEETINGS

1. Board Meetings. The SCHOOL Governing Board will comply with the New Mexico Open Meetings Act. NMSA 1978 §10-15-1. Regular meetings of the Board will be scheduled as determined to be reasonable and necessary for SCHOOL and set forth in the Board's annual resolution. Board meetings will be held at the School's office location or such other location as

may be determined by the Board. Special meetings of the governing body may be called by the Board president or at the request of a Board member, in accordance with the Open Meetings Act. The Board shall consider at least once annually what constitutes reasonable notice for all regular, special and emergency meetings as contemplated by the New Mexico Open Meetings Act and, thereafter, pass an appropriate resolution adopting policies and procedures for complying with the Act. The Resolution shall be posted for public information.

2. Board Agenda. The President of the Board shall set the Board agendas. A request to have an item placed on the agenda must be submitted in writing to the President at least 72 hours prior to the required time the agenda must be posted. The President or designee shall provide a copy of the agenda and strive to provide all documentation to be considered by the Board at the meeting to each Board member at least 72 hours prior to the meeting. The agenda shall be posted for the public in accordance with the Open Meetings Act.

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

4. Board Minute and Records. The Board shall delegate responsibility for taking minutes of all Board meetings to the SCHOOL' administrative staff who shall provide thereof draft copy of the minutes to the Board Secretary prior to the next regular meeting of the Board. The Secretary shall present the draft minutes for approval at the next regular Board meeting. The School Leader or his/her designee shall also supervise the Governing Board handbook of resolutions passed by the Board and the indexed record of action. A draft copy of the minutes shall be made available for public review by no later than 10 days after each meeting of the Board.

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

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

7. Attendance via Telephone Conference Call. Except to the extent otherwise provided by law, any meeting of the Board may be attended by any of the Board members by means of a conference telephone (or similar communications equipment) when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any other member of the Board who speaks during the meeting. Such attendance shall constitute presence by the Board member as if in person at such meeting and for purposes of determining a quorum. Any action taken by the Board at such meeting shall constitute a valid action of the Board. Board members appearing by telephone shall make advance arrangements with the Board President at least 24 hours in advance of the meeting.

ARTICLE XI
CONFLICT OF INTEREST

Governing Board members shall comply with the Conflict of Interest Policy passed by the Board. Each Board member shall complete an "Annual Disclosure Statement," in which he/she is responsible for disclosing to the Board the existence of any direct or indirect interest in a School transaction. Failure to make such disclosure shall be grounds for voiding the transaction, at the discretion of the Board.

ARTICLE XII
BOARD MEMBERS' ETHICAL OBLIGATIONS AND DUTIES

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

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

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

ARTICLE XIII
MISCELLANEOUS

1. Policy Adoption. Adoption of new policies or the revision or repeal of existing policies is solely the responsibility of the Board. Proposals regarding policies may originate from School Leader, a Board member, Board advisors, or committees formed by the Board for

the purpose of investigating and developing policy. Staff members, students, civic groups, parents or other interested citizens may request that a Board member or the School Leader sponsor a proposed policy.

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

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

4. Dissolution of the Charter. If deemed advisable by the Board that SCHOOL's charter should be dissolved, SCHOOL in collaboration with the authorizer and the New Mexico Public Education Department shall devise an appropriate plan for closing the school and transferring assets as required by the New Mexico Charter School Act and such other applicable laws and regulations.

CERTIFICATE OF ADOPTION

The undersigned officers hereby certify that these Bylaws were duly adopted by the SCHOOL's Governing Board on May 24, 2023.

By:

VPA of New Mexico Head Administrator Job Description

Reporting directly to the VPA of New Mexico Board, the School Leader serves as the operational and administrative leader of the virtual school. The School Leader is responsible for the implementation and achievement of the school's academic vision, compliance with the State of New Mexico, student advancement and daily operations within the school. The School Leader will work collaboratively with the Principal to ensure successful academic outcomes for all students while implementing professional development, teacher quality assessment, curriculum, and pedagogical advancement. The School Leader will also work in collaboration with the ESP operation team to ensure all aspects of the instruction program are meeting the needs of students.

Expectations for this position include:

Instructional Leadership

- Relentlessly work to meet goals related to student achievement, culture, state reporting and accountability.
- Implement standards-based curriculum.
- Review lessons weekly.
- Conduct frequent teacher observations.
- Assume responsibility for student achievement and wellbeing.
- Serve as the instructional leader by facilitating a growth-focused environment.
- Implement the school's cultural programming and school wide PBIS process with an emphasis on academic growth.
- Coordinate all phases of summer educational opportunities.
- Coordinate before and after/supplemental programs as applicable.

Team Leadership

- Work with staff to plan and coordinate professional development, teacher teams, in-service days, data days, etc.
- Evaluate the Principal(s).
- Recognize staff and faculty for exceptional performance regularly.
- Work with the operations team in overseeing maintenance of school census data, attendance data, and other reporting requirements as mandated by the state and/or school sponsor.

Organizational Leadership

- Support student recruitment and retention and achieve annual retention goals.
- Understand all compliance items as they relate to the school's Sponsor Agreement.
- Adhere to non-discrimination practices in the selection process of faculty and staff by adhering to Equal Employment Opportunity (EEO) requirements.
- Assist in completion of all accountability and student enrollment reports to the state; ensure compliance in all areas.
- Ensure the safety and wellbeing of all students and colleagues.
- Assist with updating parent and student manuals, policies, and handbooks.

Community Leadership

- Effectively communicate mission and vision.
- Solicit input about school performance, areas for improvement.

- Build strong professional relationships with parents, characterized by timely and regular communications.
- Contribute to a positive climate and culture by exhibiting high professional standards.
- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities.
- Coordinate special projects, such as peer mentoring, service learning and community involvement.
- Plan and conduct family orientations.

VPA of New Mexico Job Descriptions

The Principal reports to the School Leader and will be responsible for the regular education program at the school, which includes, but is not limited to, ensuring that the defined instructional model is successfully implemented at the school, and supervising and evaluating the teaching staff. The principal will have prior experience as a principal or assistant principal, preferably within New Mexico.

Expectations for this position include:

- Assist potential applicants in understanding school program and answering all questions.
- Assist in overseeing Admissions Counseling process.
- Participate as required in Admissions Counseling process.
- Review student transcripts.
- Assist with student vocational interest surveys, vocational guidance, SAT/ACT preparation, SAT/ACT testing location identification, notify of vocational job fairs throughout the state, and notify of college job fairs throughout the state.
- Communicate with staff on student progress, truancy/attendance and concerns.
- Conduct conferences with parents and students.
- Prepare for and/or attend student gatherings.
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified.
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders.
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders.
- Become Administrator point of contact develop plans to negate academic issues that impact progress toward successful completion of course work.
- Exhibit sound judgment in all decision-making matters.
- Gather, maintain, and submit all student forms in a professional and timely manner.
- Maintain confidentiality concerning all student information and any professional matters.
- Utilize effective time management.
- Use computers and other technology provided to assist students.
- Work in a professional and cooperative manner to achieve duties and responsibilities.
- Exhibit punctuality.
- Act in accordance with the directives and assignments given.
- Perform other duties as assigned.

The Business/Operations Manager reports to the School Leader and will be responsible for managing the day-to-day operations and reporting at the school. This person will be responsible for ensuring that students are properly enrolled in the school and that the proposed ACCEL Management Platform (AMP) is successfully implemented and maintained at the school. The Business/Operations Manager is also responsible for ensuring that school reporting requirements are met in an accurate and timely fashion.

Expectations for this position include:

- Supervise the local operations team members and oversee the following school functions: student records, local and state testing, attendance and truancy tracking and follow-up, and office and facilities management.
- Act as a resource for internal (staff) and external (students and families) stakeholders by providing resolution and management of escalated needs across a variety of topics (school procedures, technology systems, materials, etc.).
- Act as a liaison between school team members and members of the larger ESP support team to identify operational needs and develop school level procedures that allow the larger ESP organization to support the school.
- Serve as a member of the school leadership team.
- Work collaboratively with other school administrators to develop, document, and electronically archive operational procedures and workflows to support implementation of school policies.
- Audit current procedures and identify opportunities to streamline and improve processes for better school efficiencies, compliance, and stakeholder satisfaction.
- Stay up to date on department of education and authorizer policies and compliance items and state educational laws.
- Manage student information per state and federal law.
- Coordinate communication with external vendors as needed.
- Performs all other job duties as assigned.

The Attendance/Testing Officer reports to the Business/Operations Manager and will be responsible for collecting, tracking, and reporting data regarding attendance and special programs. As the Testing Officer, they will coordinate the planning and implementation of all local and state assessments in alignment with the philosophy and policies adopted by the school, the policies of the governing board and the state board of education, as well as the provisions of law, and the directives of the school leadership team.

Expectations for this position include:

- Perform accurate and timely data collection and reporting including the following items and systems
 - Student Record Maintenance (SRM)
 - Days and Clock Hours of General Teacher Student Data Link (TSDL)
 - Registry of Education Personnel (REP) for School Infrastructure Database (SID)
 - Migrant Education Program of Special Education Transportation Expenditure
 - Special Education Actual Cost of Graduation and Dropout Application (GAD)
 - Immunizations
- Assist with resolving data issues that arise from internal corporate or state audits
- Assist with sending truancy letters at required touch points
- Assist with reviews of recurring reports along with continuous feedback to school leadership
- Identify and communicate attendance and truancy issues
- Attend State and District professional development sessions related to reporting
- Respond to questions from Finance and Accounting and participate in audit responses

- Maintain necessary accounts with the Department of Education and other testing vendors
- Track and plan for all non-proficient students requiring make-up testing
- Initiate and maintain relationships with sites and venues, navigate bookings and agreements to arrange for testing sites for all necessary State Tests
- Coordinate and arrange all staff lodging needs for test administration
- Order all applicable tests and materials
- Coordinate testing IT needs with ESP School Operations and IT teams
- Assist with resolving data issues that arise from internal corporate or state audits
- Assist State Reporting Staff with compiling all testing data for report
- Manage distribution of student result reports to families
- Coordinate communications for staff and families with respect to testing
- Create and facilitate virtual and in person staff trainings regarding test security and best practices in test administration
- Attend all professional development offered by the district regarding updating and maintaining information to the district's databases and testing
- Import all state test scores into Student Information System (SIS)
- Other duties as assigned

The Registrar reports to the Business/Operations Manager and serves as the primary point of contact for potential new students and families throughout the enrollment process, communicating frequently and addressing questions or concerns.

Expectations for this position include:

- Create and maintain student files in accordance with State laws and regulations.
- Track receipt of student records and follow up with prior schools to obtain any missing documents.
- Receive incoming student records and add to student files.
- Receive requests for records for withdrawn students and prepare and send student files.
- Upon receipt of records enter any student information needed into the Student Information System (SIS).
- Act as point of contact for all requests for student information from schools and county agencies, and collaborate with administrative team to prepare any information needed to respond to such requests.
- Ensure completion of withdraw forms.
- Process student withdraws daily in the school Student Information System (SIS).
- Track new enrollment approvals and inform school stakeholders of student start dates.
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders.
- Maintain confidentiality concerning all student information and any professional matters.
- Utilize effective time management.
- Answer phones and assist in all aspects of maintaining a professional office, including but not limited to fielding and directing incoming calls, filing, copying, faxing, etc.
- Perform other duties as assigned.

The Office Administrator reports to the Business/Operations Manager and facilitates the daily functions of the office and provides general administrative support services to office staff. The Office Administrator collaborates with all members of the leadership team to assist with coordination of events and special projects as needed. This is an office-based position with an expectation to work on site 5 days per week.

Expectations for this position include:

Coordinates communication with vendors for maintenance of office equipment.

- Coordinates with vendors and landlord for office cleaning services, repairs/maintenance.
- Assist with general office supply inventory and ensures all stocked and reordered.
- Receives and fills staff supply requests in collaboration with team supervisors.
- Assist with other general purchasing as requested.
- Receives invoices that may arrive via mail, tracks invoices, and directs to Ohdela Accounts Payable team.
- Facilitates daily office operations and informs any plans for alteration of space.
- Receives incoming calls and directs the caller to the appropriate OHDELA department.
- Troubleshoots and addresses all basic caller needs as appropriate and provides assistance with caller concerns when able.
- Receives and directs in-office visitors.
- Receives, sorts and forwards incoming mail.
- Maintains all postage accounts and supplies.
- Coordinates the pick-up and delivery of express mail services (FedEx, UPS, etc.) for student computers and other items needing shipped.
- Assists with other related clerical duties such as photocopying, faxing, filing and collating.
- Assists teams with special projects such as mailings, collection/tracking of information, data entry.
- Assists with registration and travel arrangements for school staff as needed (ex: testing, Professional Development, conference attendance).
- Facilitates booking of any shared office spaces (conference or training rooms) as needed.
- Identifies areas for office function process improvements and proactively works to implement those improvements in collaboration with the leadership team.
- Performs all other job duties as assigned.

The Special Program Coordinator's responsibilities include the oversight and development of innovative Special Education and English Learner services to meet diverse student needs and ensure quality of education and compliance.

Expectations for this position include:

- Develop and implement professional development opportunities related to Special Education implementation, services, and transition services to intervention teams
- Coach, observe, provide feedback, and support Special Education staff.
- Lead professional development during monthly team meetings
- Maintain a reduced roster and the timelines and tasks associated with them
- Provide technical guidance and support related to IDEA and its implementation

- Collaborate with school-based IEP teams to write and progress-monitor, meaningful transition plans
- Identify and implement Age-Appropriate Transition Assessments
- Work with EL teachers to provide program administration
- Work with EL teachers to develop EL program, plans and lessons
- Initiate and develop partnerships between the schools, students, and the community/community agencies
- Link students to adult services when necessary/applicable
- Perform other duties as assigned

The English Learner Teacher is responsible for providing EL K-12 program administration, professional support and training, and student and family services. The EL teacher applies sound language acquisition principles to program development, teacher support, and student education. In addition, the EL Teacher advises administration in order to ensure state and federal compliance.

Expectations for this position include:

- Understand, accept, and abide by philosophy and mission in all his/her school activities.
- Maintain all student records and files and will follow up screeners.
- Use computers and other technology provided to assist students.
- Write lesson plans to accommodate EL.
- Teach all subjects following the course of study or as assigned.
- Maintain confidentiality concerning all student information and any professional matters.
- Prepare and administer all standardized tests as directed.
- Work with the teaching staff to improve standardized and proficiency testing results.
- Gather, maintain, and submit all information and forms related to the use of technology.
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records.
- Maintain classroom environment and discipline in a fashion conducive to good learning.
- Work in a professional and cooperative manner with others to achieve responsibilities.
- Act in accordance with the directives and assignments given by the Administrator.
- Agree to abide by the policies, directives, and guidelines.
- Provide information to school staff regarding needs.
- Collaborate with teachers, psychologists, parents and Administrator.
- Participate in the RtI.
- Provide resources for classroom teachers.
- Continuously maintain current training and updates pertaining to policies.
- Be aware of students' status for state/district testing and provide proper accommodation.
- Perform other duties as assigned.

The Teacher effectively educates elementary students in conformity with the school philosophy and policies and rules of the governing bodies.

Expectations for this position include:

- Serve as the teacher of record and primary instructor in all core content areas.
- Teach all subjects following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align/create material to applicable standards
- Motivate students to achieve their full attendance, academic, behavioral and other goals
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Refer students to the principal for discipline issues in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline record
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Prepare and administer all standardized tests as directed
- Work with staff to improve nationally normed, standardized/proficiency test results
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner to achieve duties and responsibilities
- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities
- Model tolerance, global awareness, reflection, and behavior expected from students
- Actively assists in recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

The Special Education Teacher supports the educational and behavioral goals of all students with a focus on students with an Individualized Education Program. The Special Education assists with the implementation of the Individualized Education Plan (IEP) for each student served, writes IEPs in a timely manner, participates in the Multi-Tiered System of Supports (MTSS) and maintains student records and files according to federal, state and local mandates.

Expectations for this position include:

- Understand, accept, and abide by philosophy and mission in all his/her school activities

- Assist with the implementation of the IEP for each student served
- Maintain all student records and files and follow up on all requests for IEP dates
- Use computers and other technology provided to assist students
- Write lessons plans to accommodate IEP curriculum
- Teach all subjects following the course of study or as assigned
- Prepare and administer all standardized tests as directed
- Maintain confidentiality concerning all student information and any professional matters
- Work with the teaching staff to improve standardized and proficiency testing results
- Gather, maintain, and submit all information and forms related to use of technology
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Maintain classroom environment and discipline in a fashion conducive to good learning
- Work in a professional and cooperative manner to achieve duties and responsibilities
- Act in accordance with the directives and assignments given by the Administrator
- Agree to abide by the policies, directives, and guidelines
- Write IEPs in a timely manner
- Provide information to school staff regarding needs
- Collaborate with all stakeholders: teachers, psychologists, parents, and Administrator
- Participate in the RtI
- Research and locate prior school IEP
- Work with related services to keep evaluations current, updated every three years
- Plan and deliver services for students with special needs
- Provide resources for classroom teachers for areas of disability
- Continuously maintain current training and updates pertaining to policies
- Be aware of student's status for state/district testing and provide proper accommodation
- Schedule IEP meetings as needed
- Collaborate with professionals outside of school to remain updated on student's progress
- Perform other duties as assigned

The School Counselor will be responsible for ensuring that students are progressing appropriately towards a high school diploma. The Counselor will communicate directly with students and parents about graduation requirements and will assist students who need help navigating college and career pathways. The Counselor will also be available to connect students to community resources, as needed. Expectations for this position include:

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Maintain and review transcripts for active students and inform credit award procedures
- Prepare all transcript information for withdrawn and expelled students
- Course planning and Academic counseling as required
- Work with students and families to advise on and select curriculum choices
- Create and maintain student graduation plans
- Provide career readiness curriculum and facilitate creation of career plans

- Create and maintain Student 504 plans
- Analyze student data to provide input on appropriate academic programs and interventions
- Travels to support testing efforts and school events within the state as needed

**VPA of NEW MEXICO
EDUCATIONAL PRODUCTS, ADMINISTRATIVE AND
TECHNOLOGY SERVICES AGREEMENT**

This Educational Products, Administrative and Technology Services Agreement (the “*Agreement*”) is entered into as of _____, 2023 (“*Effective Date*”) by and between Accel Online West LLC, a Delaware limited liability company (“*Consultant*”), and Virtual Preparatory Academy of New Mexico, a New Mexico nonprofit t corporation and public charter school (the “*School*”).

RECITALS

Whereas, the School is organized as a New Mexico nonprofit corporation under the laws of New Mexico, and the School has entered into a Charter with New Mexico Public Education Commission (the “*Authorizer*”) pursuant to which the School is authorized to operate a public charter school under the laws of New Mexico;

Whereas, the School is governed by its Board of Directors (“*Board*”), which is responsible for discharging each of the duties as specified in the School’s Charter and by operation of law, including to supervise operation of the School, monitor the School’s financial management and financial condition, and account to the Authorizer and the public for the spending of public dollars and the academic performance of the School’s students;

Whereas, the Consultant is a professional service provider and expert in delivery of online curriculum services and operations that was established, among other reasons, to provide operational support and consulting services for charter schools, and is expected to provide invaluable assistance and expertise, including educational products, curriculum, administrative, human resources, marketing, technology, regulatory, financial, facilities, and other advice, in connection with the operation of the School;

Whereas, the School and the Consultant (individually, a “*Party*” and collectively, the “*Parties*”) desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles; and

Whereas, the Board, as well as its faculty and staff, shall actively support and assist Consultant so that together they may strive to achieve academic excellence. Similarly, Consultant and its Affiliates shall actively support and assist the Board and the School so that together they may strive to achieve academic excellence.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

**ARTICLE I.
EDUCATIONAL PRODUCTS, ADMINISTRATIVE AND TECHNOLOGY
SERVICES**

1.1 Educational Products and Services.

- (a) During the Term (as defined in ARTICLE II below), Consultant will provide to the School the following educational products and services (the "*Educational Services*"):
 - (i) Curriculum and Assessment. Support for implementing the educational goals and programs set forth in the Charter (the "*Educational Program*") by providing curriculum, assessment tools, a learning management system, a student information system and a content management system in all subjects and grades Consultant generally offers to its customer; curriculum for all other subjects required by applicable law; and additional curriculum or educational programs Consultant recommends to achieve the goals of the Educational Program. In the event Consultant determines it is advisable to materially modify the Educational Program, Consultant shall inform the Head of School ("*HOS*") of the proposed changes and obtain School approval, and if required under the Charter, approval of the Authorizer.
 - (ii) Instruction. Coordination of the services to be provided by instructional personnel, and the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
 - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, monitors, computer peripherals, curriculum, printers, software and multi-media teaching tools as Consultant determines to be necessary in its reasonable discretion, with advice and input from the Board.
 - (iv) Extra-Curricular and Co-Curricular Programs. Support of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required by the Authorizer and/or the state of New Mexico (the "*State*") Public Education Department (the "*NMPED*") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Consultant and the School and directed by the Board. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Charter, as the same may be amended.
- (c) Consultant will be responsible and accountable to the Board for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Consultant will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Consultant will provide to the School the following administrative services (the "*Administrative Services*"):

- (i) Personnel Management Support. Management and professional development support of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
- (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
- (iii) Payroll. Consultant will be responsible for all payroll data input.
- (iv) Public Relations. Coordination and assistance with any and all advertising, branding, media and public relations efforts, including parent and community outreach programs and local community relationship building. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
- (v) Budgeting and Financial Reporting.
 - (A) Consultant will prepare an annual budget in a mutually agreeable format by June 1st of the immediately preceding fiscal year. The proposed budget will be subject to the approval of the Board which shall not to be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "**Budget**". The Consultant shall be responsible for the preparation of other financial statements as required by and in compliance with the Charter and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the School's financial statements. The cost of the audit will be the responsibility of the Board and will be provided for in the Budget.
 - (B) The Consultant will provide the Board with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Consultant will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the fiscal officer with the preparation of monthly financial reporting to the Board; and support for all State reporting requirements. The Consultant will prepare a five-year financial plan.
 - (C) On behalf of the School, the Consultant is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the NMPED, the Board or the Authorizer to ensure compliance with the terms of the Charter; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
 - (D) The Consultant will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the Board to monitor Consultant's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
 - (E) On behalf of the School, the Consultant will maintain accurate financial records pertaining to its operation of the School, together with all School financial records, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records

retained by the Consultant pertaining to the School will be available to the School, the Authorizer, the Auditor of State, the NMPED, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.

- (vi) School's Right to Audit. The Board reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
- (vii) Maintenance of Student and Other Records.
 - (A) Consultant will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Consultant, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Consultant and the School will maintain the proper confidentiality of such records as required by law and the Charter.
 - (B) Consultant will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Consultant, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Consultant and the School will maintain the proper confidentiality of such records as required by law and the Charter.
 - (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Consultant shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the School.
 - (D) Consultant shall provide such other information as reasonably requested by the School.
- (viii) Admissions. Implementation of the School's admission policy in accordance with the Charter and applicable laws and regulations.
- (ix) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under applicable laws and regulations.

- (x) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Consultant's performance against mutually acceptable criteria of the Educational Services and Administrative Services, and (C) such other reports reasonably requested by the School.
- (xi) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students for consideration and adoption by the Board and enforce such adopted rules, regulations and procedures that are not in direct conflict with this Agreement, the Charter and applicable laws and regulations.
- (xii) Student Recruitment and Admissions. Recruitment and admission of students subject to agreement on general recruitment and admission policies to the extent in the Budget or as otherwise approved by the School. Students shall be enrolled in compliance with the procedures set forth in the Charter and State and federal laws. Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via a contact strategy by phone, email, and in-person events. Consultant will implement the School's admission policy, including management of the application and enrollment process as well as orientation. Consultant will maintain a call center function to facilitate recruitment and admissions.
- (xiii) Administrative Facility Management. Management of the School's Administrative Facility (defined below) to the extent consistent with any leases or other documents pertaining to the Administrative Facility.
- (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Consultant and the School.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter, and applicable laws and regulations, Consultant may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Consultant supplies the School with written notice of material modifications.
 - (C) Consultant will be responsible and accountable to the Board for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Consultant will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

- 1.3 Technology Services. During the Term, Consultant or its Affiliates will provide or cause to be provided to the School the following technology services (the "**Technology Services**") using the proceeds set forth in Section 4.1 of this Agreement:
- (a) Monitor production services, i.e., the learning management and content management systems;
 - (b) Monitor and analyze data to fix production issues as they arise;

- (c) Generate reports on student academic performance, attendance and progress;
- (d) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals (“**Computer Equipment**”) for the School;
- (e) Develop, design, publish and maintain the School’s website;
- (f) Determine hardware configurations (including software and operating systems) for the School’s technology needs;
- (g) Provide support for School administration in troubleshooting system errors; and
- (h) Other technology support services requested and mutually agreed upon by the Board and Consultant.

1.4 Place of Performance; Provision of Offices. The School will provide Consultant with necessary and reasonable office space at _____ (the “**Administrative Facility**”) to perform all services described in this Agreement that are not otherwise provided online or remotely at Consultant’s usual place of business. Consultant may provide other services elsewhere, unless prohibited by the Charter or applicable laws and regulations.

1.5 Authority. By this Agreement, the School provides Consultant such authority and power as is necessary and proper for Consultant to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

2.1 Term. The term of this Agreement will commence on July 1, _____ (the “**Start Date**”) and shall continue thereafter through June 30, _____ (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. In the event the Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

2.2 Renewal. This Agreement will automatically extend for successive additional periods consistent with the length of the new or renewal term from the Authorizer (each such period a “**Renewal Term**”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term**”.

**ARTICLE III.
RELATIONSHIP OF THE PARTIES**

- 3.1 Status of the Parties. Consultant is not a division or any part of the School. The School is a separate and distinct non-profit, public benefit corporation authorized under State law and is not a division or a part of Consultant. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. No employee of Consultant will be considered an employee of the School by either Party for any purpose whatsoever.
- 3.2 Consultant Attendance at Board Meetings. Consultant shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Consultant has the opportunity to attend the same. The Board shall provide Consultant with notice of regular, special or emergency meetings of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Consultant will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Consultant shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Consultant or its directors, members, Consultants, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Consultant will be vested in the School or its directors, members, Consultants, officers, shareholders (if any) and employees. Furthermore, the School and Consultant will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "***Internal Revenue Code***"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.4 Other Schools. The Parties acknowledge that this arrangement is not exclusive and that Consultant will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusivity. During the Term, Consultant and its Affiliates shall be the sole provider of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Consultant.

**ARTICLE IV.
CONSIDERATION**

- 4.1 Compensation for Services.
- (a) Services Fee. The School will pay to Consultant an annual fee of [number] percent (XX.X%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations (the "***Service Fees***"). The Service Fees calculation shall not include free and

reduced lunch funding, charitable contributions, transportation funding, or proceeds from fundraisers, which shall be retained entirely by the School. Consideration referenced in this section of the Agreement will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties.

- (b) AMP Fee. The School will pay Consultant fees for AMP Premium package as set forth in a separate price list unless the School selects a different level of AMP. Consultant may modify the fees from time to time, but no more than once per school year. Consultant will give School 90 days' written notice of fee modification.
- (c) Computer Equipment Fee. The School will pay Consultant fees for Computer Equipment as set forth in a separate price list. Consultant may modify the fees from time to time, but no more than once per school year. Consultant will give School 90 days' written notice of fee modification.
- (d) Technology Services Fee. The School will pay Consultant fees for Technology Services as set forth in a separate price list. Consultant may modify the fees from time to time, but no more than once per school year. Consultant will give School 90 days' written notice of fee modification.
- (e) Reasonable Compensation. The Service Fees under this Agreement are reasonable compensation for services rendered. Consultant's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
- (f) Annual Reconciliation. The Services Fees shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Consultant with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Consultant of the amount received due to Consultant within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Consultant to initiate an appeal of the State's determination in accordance with applicable laws and regulations. Consultant shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Consultant and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Consultant agrees to contribute the amount overpaid to Consultant.

4.2 Payment of Costs. In addition to the Service Fees described in Section 4.1 above, the School will reimburse Consultant for all costs incurred and paid by Consultant in providing the Educational Services, Administrative Services and Technology Services. Such costs may include, but are not limited to, equipment lease, Authorizer fee, costs related to curriculum, instructional materials, textbooks, software, supplies, special education and psychological services, and specialty services. Expenses greater than \$10,000.00, individually or in the aggregate with the same vendor or service provider, and not contemplated under the Budget, shall require mutual agreement between Consultant and the Board.

4.3 Time and Priority of Payments.

- (a) Each installment of the Service Fees will be due and payable by the School upon receipt of invoice.
- (b) Consultant will notify the School of any payments due and owing to Consultant pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Consultant upon receipt of invoice.
- (c) The School will satisfy its payment obligations in the following order of priority: (i) payments due and owing for rent pursuant to Administrative Facility lease; (ii) payments due and owing for Authorizer fee; (iii) all other payments due and owing under Section 4.2 above, with the oldest amounts due first; and (iv) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.4 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Service Fees will accrue interest at rate of eight percent (8%) for the time overdue.
- (b) If after the annual School audit, the School's financial statement shows the total liabilities of the School exceed the total assets of the School, then provided there has been no material breach of this Agreement by the Board, Consultant will provide sufficient credits ("**Accel Invoice Credits**") during the Term to be applied only to Consultant's invoices. The cumulative total of Accel Invoice Credits shall not exceed the total of the Service Fees due to Consultant for the then-current fiscal year.

The Accel Invoice Credits are intended to help the School achieve a position whereby total assets of the School exceed total liabilities of the School through a concession on the amount of Service Fees due to Consultant for the products and services in a fiscal year in consideration of the terms of this Agreement. The Accel Invoice Credits shall not be carried over as an ongoing liability of the School to Consultant (in other words they shall be "forgiven" or "utilized" in the fiscal year for which they were issued); provided, however, that if the Board subsequently receives or recognizes revenue attributable to any prior fiscal year for which Consultant has already forgiven Accel Invoice Credits, those subsequently-received or subsequently-recognized funds attributable to a prior fiscal year shall be used to compensate Consultant for fees incurred under this Agreement in such earlier fiscal year to the extent not prohibited by law.

4.5 Payment Options.

- (a) The School will submit payroll and payroll tax monies via one of two funding methods (each a "**Funding Method**"): (i) Automated Clearing House ("**ACH**") funding, or (ii) wire funding ("**Wire**"). The School is only eligible for ACH funding if approved by the Consultant. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.
- (b) Consultant will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Consultant's scheduled payroll payment date. "**Business Day**" means any day of the year other than (i) a Saturday, Sunday or (ii) day on which banking institutions in any jurisdiction of the banking institution of

the School are closed; or (iii) a statutory or civic holiday in the United States. Consultant will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School's failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed including, without limitation, by the applicable financial institutions.

ARTICLE V. SUPPLEMENTAL PROGRAMS

Supplemental Programs. In addition to the Educational Services, Administrative Services and Technology Services provided by Consultant to the School, Consultant may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services, which may benefit the School by increasing its exposure in the community to students and non-students of the School (the "***Supplemental Programs***"). However, nothing herein shall require Consultant to provide any such Supplemental Programs. Consultant may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Consultant will be responsible for the full cost of providing such Supplemental Programs.

ARTICLE VI. PERSONNEL AND TRAINING

- 6.1 Consultant's Personnel Responsibility. Subject to Sections 1.1 and 1.2 above, the Charter, and applicable laws and regulations, Consultant will have the sole responsibility and authority to determine its own staffing levels, and select, compensate, evaluate, assign, discipline, supervise, manage, transfer and terminate its own personnel as necessary to carry out the Educational Services, the Administrative Services, the Technology Services, the Supplemental Programs (if any) and all other services provided under this Agreement. School shall not pay a bonus or other form of compensation to any employee or subcontractor of Consultant without advance consultation with and written approval from Consultant.
- 6.2 Head of School. The HOS will be an employee of the Board and the Board will determine the employment terms of the HOS.
- 6.3 School Personnel. The teachers providing instruction to students of the School, and other administrators and staff of the School, will be exclusively and directly employed by the Board and paid from the School's own payroll ("***School Employees***"). The Board will determine the employment terms or delegate that function to the HOS. Neither the Consultant nor any third-party shall be a co-employer of any School Employees. For the avoidance of doubt, this provision is not meant to preclude a School Employees from holding multiple part-time positions or being directly employed by multiple schools (including where one school may loan a teacher to another school). Consultant will be responsible for assisting the School in administrative functions related to human resources processes, including recruiting; processing offer letters and new-hire paperwork; conducting reference checks, employment checks, criminal background checks and

unprofessional conduct checks on potential School Employees and contractors to the extent required under applicable laws and regulations; providing assistance in arranging and administering benefits; processing payroll; preparing and filing required reporting by local, state, and federal agencies; and administrative functions related to School Employee and contractor departures. Upon request, Consultant will provide the School with documentary evidence of background checks.

- 6.4 Training. Consultant will provide training in instructional methods, curriculum, educational program and support technology to the School's instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Consultant determines to be reasonable and necessary under the circumstances.
- 6.5 Non-Solicitation/Non-Hiring.
- (a) Where permitted by law, during the Term and one (1) year thereafter, each Party shall not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. "*Affiliate*" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Consultant whether through ownership of voting securities, by contract interest or otherwise. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
 - (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Consultant to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.5.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

7.1 Termination By Consultant.

- (a) Consultant may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Consultant within five (5) days of written notice from Consultant to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Consultant may terminate this Agreement if the School is in material default under this Agreement (except late payment which is addressed above) or the Charter, and the default remains uncured for thirty (30) days after the School receives written notice from the Consultant or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination.
- (c) Consultant may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Consultant.
- (d) Consultant may terminate this Agreement effective immediately upon written notice to the School if the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Consultant to increase materially the financial risk to Consultant arising from its performance of its obligations hereunder, thus rendering Consultant's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Consultant agrees to use its commercially reasonable efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Consultant may terminate this Agreement effective immediately upon written notice to the School if the School undergoes adverse change that makes the School financially unviable.

7.2 Termination By the School. The School may terminate this Agreement if Consultant fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Consultant as of the effective date of the termination, nor will it relieve Consultant for liability for financial damages suffered by the School because of Consultant's breach (or of the School's termination as a result thereof) of this Agreement.

7.3 Termination of the Charter. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding charter, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent charter, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Service Fees, and costs,

whether accrued, pending or outstanding, to Consultant as of the effective date of termination.

- 7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given. Consultant may terminate this Agreement effective immediately upon written notice to School in the event Consultant undergoes or is required to undergo a change that makes Consultant, as determined in its sole judgment, financially unviable.
- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Consultant to the School will remain the real and personal property and leases of Consultant, and all other personal property purchased by Consultant with the funds provided to Consultant by the School pursuant to Section 4.3 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any Line of Credit Agreement and Promissory Note between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Consultant in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Consultant's direction, the School will promptly permit representatives of Consultant or its Affiliate to pick up all such materials at a mutually agreeable location. Consultant shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, in the event that the School closes for any reason, the Consultant shall, if required by applicable law or regulation, instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Consultant owns the intellectual property rights and interests in the curriculum, learning systems, assessment

systems and pedantic methods licensed to or utilized by the School during the Term (“**Protected Materials**”) and to the name “ACCEL™” (such name being a trademark of Consultant). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Consultant. In accordance with all laws and regulations, Consultant shall have the right to install signs on the Administrative Facility, including under the name of the School, describing the services provided by Consultant or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

- 8.2 License. The Consultant developed and owns proprietary rights to the Protected Materials. The Consultant hereby grants the School a limited revocable license to use the Protected Materials in connection with the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Consultant.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Consultant. To the extent permitted by New Mexico law, the School will indemnify, defend and save and hold Consultant and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “**Representatives**”) harmless against any and all third party Claims (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Consultant, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. Further, the Parties acknowledge and agree that Consultant and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date, including, but not limited to, management of the School by any third parties. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Consultant will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Consultant, its agents, employees or assigns or noncompliance by Consultant with any agreements, covenants, or undertakings of Consultant contained in or made pursuant to this Agreement, and any misrepresentation of the Consultant contained

in or made pursuant to this Agreement. In addition, Consultant will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.

9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the "*Indemnitee*") shall give notice to the indemnifying Party (the "*Indemnitor*") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third-party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Consultant. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS AND AMOUNTS DUE TO CONSULTANT PURSUANT TO ARTICLE IV HEREIN, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
- (c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL,

INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND CONSULTANT'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST CONSULTANT HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER CONSULTANT IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The School, with assistance from Consultant upon request, will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. The insurance coverage shall be not only for the School, its directors, officers and employees, but also such policies shall name Consultant, its Affiliates and their respective Representatives as additional insureds under such policies. Authorizer shall be named as an additional insured on the commercial general liability policy. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Consultant and Authorizer. Upon Consultant's request, the School shall deliver to the Consultant a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE

X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

**ARTICLE XI.
REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties of Consultant. Consultant hereby represents and warrants to the School:

- (a) Consultant is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
- (b) To the best of its knowledge, Consultant has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Consultant's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
- (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, CONSULTANT AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

11.2 Representations and Warranties of the School. The School hereby represents and warrants to Consultant:

- (a) The Charter (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the School with all authority and powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
- (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.

- (d) The School is not in breach of the terms of the Charter.
 - (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Consultant or in the name "ACCEL™" and will make no such claims in the future.
 - (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Consultant, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "*Disclosing Party*") or received through association with the Disclosing Party (collectively, "*Confidential Information*"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "*Receiving Party*") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit

the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

12.3 Confidentiality and non-disclosure obligations shall have no effect with respect to any information that is subject to disclosure under the New Mexico Inspection of Public Records Act or for which the public has a right to observe in connection with a public meeting pursuant to the Ralph M. Brown Act.

12.4 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

13.1 Integration, Sole Agreement, and Third-Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.

13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure

event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of New Mexico, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:
Virtual Preparatory Academy of New Mexico
Attn: President

With a copy to:

To:

Accel Online West LLC
Attn: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Consultant may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Consultant hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board President or other authorized officer of the School and an authorized officer of Consultant. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition

or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Fees” Section of this Agreement or loans.

13.12 Injunctive Relief and Dispute Resolution.

- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect the Consultant and its business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board’s president and Consultant’s Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not

empowered to award any damages or losses described in the “Limitations of Liability” Section and each Party expressly waives and foregoes any right to the damages or losses.

- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.

13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Online West LLC

Virtual Preparatory Academy of New Mexico

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Martica Casias | Executive Director
Ryan Parks | Deputy Director

(505) 843-6272
<https://www.nmpsfa.org/>

March 28, 2023

Dr. Scott Andersen
(via email) teachingandlearning@gmail.com

Dear Dr. Andersen:

The New Mexico Public School Facilities Authority (PSFA) has received and reviewed the Facilities Master Plan/Educational Specifications 2023-2028 (FMP/Ed Specs) for the VPA of New Mexico. The FMP/Ed Specs guide you in the planning and/or selection of a facility to ensure that it adequately accommodates your educational program and supports your method of instruction. Based upon our review, PSFA is pleased to announce that the FMP/Ed Specs meet our requirements for applicant charter schools and approves the plan. Your next step is to include your FMP/Ed Specs along with this letter in your charter school application to the New Mexico Public Education Commission (PEC).

In reviewing the VPA of New Mexico Charter School's FMP/Ed Specs, PSFA understands:

- VPA New Mexico will be an entirely virtual charter school and does not require classrooms support spaces, playfields/playgrounds, or student dining facilities. Students will not access the facility for instruction. Instead, the school only requires office space consisting of staff offices, storage, breakroom, reception area, and restrooms.
- The school will employ a slow-growth model to reach its proposed cap of 1,500 students, which it hopes to meet in the fifth year of operation.
- The school will serve grades K-12th.
- The school hopes to secure office space in Portales New Mexico but serve students throughout the state of New Mexico.
- Since students will not access the office site, PSFA assessment of the facility is not required.
- Virtual charter schools do not qualify for Public School Capital Outlay Funding since students do not access the facility for full time instruction.

If you are a successful applicant, please let PSFA know so we can update our database. As a fully virtual charter, the school is not eligible for PSCOC funding programs but our staff can still assist you with any facility questions you may have. Please do not hesitate to reach out.

Sincerely,

John Valdez, AICP, Facilities Master Planner

C: Amy Smith, Programs Analyst, PSFA
Alyce Ramos, Programs Manager, PSFA
Larry Tillotson, Maintenance and Operations Manager, PSFA

State of New Mexico
Public School Operating Budget
Expenditure Detail

Budget Name: Virtual Preparatory Academy of New Mexico FY24-28			Year 1		Year 2		Year 3
FD	FN	OBJ Description	Projected Amt	Projected FTE	Projected Amt	Projected FTE	Projected Amt
		Expenditure					
11000		Operational					
11000	1000	Instruction					
11000	1000	51000 Personnel Services - Compensation					
11000	1000	51100 Salaries Expense	\$825,024.00	12.6040	\$1,557,886.72	23.6140	\$2,162,441.99
11000	1000	51300 Additional Compensation	49,750.72	0.0000	72,486.60	0.0000	91,395.76
11000	1000	51000 Total: Personnel Services - Compensation	\$874,774.72	12.6040	\$1,630,373.32	23.6140	\$2,253,837.75
11000	1000	52000 Personnel Services - Employee Benefits					
11000	1000	52111 Educational Retirement	\$158,771.61	0.0000	\$295,912.76	0.0000	\$409,071.55
11000	1000	52112 ERA - Retiree Health	\$17,495.49	0.0000	\$32,607.47	0.0000	\$45,076.75
11000	1000	52220 Medicare Payments	\$12,684.23	0.0000	\$23,640.41	0.0000	\$32,680.65
11000	1000	52311 Health and Medical Premiums	\$87,477.47	0.0000	\$163,037.33	0.0000	\$225,383.77
11000	1000	52312 Life	\$874.77	0.0000	\$1,630.37	0.0000	\$2,253.84
11000	1000	52313 Dental	\$8,747.75	0.0000	\$16,303.73	0.0000	\$22,538.38
11000	1000	52314 Vision	\$874.77	0.0000	\$1,630.37	0.0000	\$2,253.84
11000	1000	52315 Disability	\$874.77	0.0000	\$1,630.37	0.0000	\$2,253.84
11000	1000	52500 Unemployment Compensation	\$17,495.49	0.0000	\$32,607.47	0.0000	\$45,076.75
11000	1000	52710 Workers Compensation Premium	\$174.95	0.0000	\$326.07	0.0000	\$450.77
11000	1000	52720 Workers Compensation Employer's Fee	\$54,236.03	0.0000	\$101,083.15	0.0000	\$139,737.94
11000	1000	52000 Total: Personnel Services - Employee Benefits	\$359,707.36	0.0000	\$670,409.51	0.0000	\$926,778.08
11000	1000	53000 Purchased Professional and Technical Services					
11000	1000	53330 Professional Development	\$10,369.20	0.0000	\$19,936.41	0.0000	\$27,891.61
11000	1000	53414 Other Services	0	0.0000	0	0.0000	0
11000	1000	53711 Other Charges	\$18,976.08	0.0000	\$33,738.97	0.0000	\$47,610.31
11000	1000	53000 Total: Purchased Professional and Technical Services	\$29,345.28	0.0000	\$53,675.38	0.0000	\$75,501.92
11000	1000	55000 Other Purchased Services					
11000	1000	55817 Student Travel	0	0.0000	0	0.0000	0
11000	1000	55819 Employee Travel - Teachers	0	0.0000	0	0.0000	0
11000	1000	55000 Total: Other Purchased Services	0	0.0000	0	0.0000	0
11000	1000	56000 Supplies					
11000	1000	56112 Other Instructional Materials	0	0.0000	0	0.0000	0
11000	1000	56113 Software	\$690,000.00	0.0000	\$937,500.00	0.0000	\$1,095,000.00
11000	1000	56118 General Supplies and Materials	0	0.0000	0	0.0000	0

State of New Mexico
Public School Operating Budget
Expenditure Detail

11000	1000	56000 Total: Supplies	\$690,000.00	0.0000	\$937,500.00	0.0000	\$1,095,000.00
11000	1000	Total: Instruction	\$1,953,827.36	12.6040	\$3,291,958.21	23.6140	\$4,351,117.75
11000	2000	Support Services					
11000	2100	Support Services-Students					
11000	2100	51000 Personnel Services - Compensation					
11000	2100	51100 Salaries Expense	0	0.0000	0	0.0000	0
11000	2100	51200 Overtime Expense	0	0.0000	0	0.0000	0
11000	2100	51300 Additional Compensation	0	0.0000	0	0.0000	0
11000	2100	51000 Total: Personnel Services - Compensation	0	0.0000	0	0.0000	0
11000	2100	52000 Personnel Services - Employee Benefits					
11000	2100	52111 Educational Retirement	0	0.0000	0	0.0000	0
11000	2100	52112 ERA - Retiree Health	0	0.0000	0	0.0000	0
11000	2100	52220 Medicare Payments	0	0.0000	0	0.0000	0
11000	2100	52311 Health and Medical Premiums	0	0.0000	0	0.0000	0
11000	2100	52312 Life	0	0.0000	0	0.0000	0
11000	2100	52313 Dental	0	0.0000	0	0.0000	0
11000	2100	52314 Vision	0	0.0000	0	0.0000	0
11000	2100	52315 Disability	0	0.0000	0	0.0000	0
11000	2100	52500 Unemployment Compensation	0	0.0000	0	0.0000	0
11000	2100	52710 Workers Compensation Premium	0	0.0000	0	0.0000	0
11000	2100	52720 Workers Compensation Employer's Fee	0	0.0000	0	0.0000	0
11000	2100	52000 Total: Personnel Services - Employee Benefits	0	0.0000	0	0.0000	0
11000	2100	53000 Purchased Professional and Technical Services					
11000	2100	53211 Diagnosticians - Contracted	\$36,279.75	0.0000	\$36,279.71	0.0000	\$36,279.64
11000	2100	53212 Speech Therapists - Contracted	\$36,279.75	0.0000	\$36,279.71	0.0000	\$36,279.64
11000	2100	53213 Occupational Therapists - Contracted	\$36,279.75	0.0000	\$36,279.71	0.0000	\$36,279.64
11000	2100	53214 Physical/Recreational Therapists - Contracted	\$36,279.75	0.0000	\$36,279.71	0.0000	\$36,279.64
11000	2100	53215 Psychologists/Counselors - Contracted	0	0.0000	0	0.0000	0
11000	2100	53330 Professional Development	0	0.0000	0	0.0000	0
11000	2100	53414 Other Services	0	0.0000	0	0.0000	0
11000	2100	53711 Other Charges	0	0.0000	0	0.0000	0
11000	2100	53000 Total: Purchased Professional and Technical Services	\$145,119.00	0.0000	\$145,118.83	0.0000	\$145,118.57
11000	2100	55000 Other Purchased Services					
11000	2100	55813 Employee Travel - Non-Teachers	\$25,000.00	0.0000	\$25,761.36	0.0000	\$26,545.91
11000	2100	55000 Total: Other Purchased Services	\$25,000.00	0.0000	\$25,761.36	0.0000	\$26,545.91

State of New Mexico
Public School Operating Budget
Expenditure Detail

11000	2100	56000 Supplies					
11000	2100	56113 Software	\$21,092.00	0.0000	\$36,773.59	0.0000	\$50,570.61
11000	2100	56118 General Supplies and Materials	0	0.0000	0	0.0000	0
11000	2100	56000 Total: Supplies	\$21,092.00	0.0000	\$36,773.59	0.0000	\$50,570.61
11000	2100	Total: Support Services-Students	\$191,211.00	0.0000	\$207,653.78	0.0000	\$222,235.09
11000	2200	Support Services-Instruction					
11000	2200	51000 Personnel Services - Compensation					
11000	2200	51100 Salaries Expense	\$118,000.00	2.0000	\$196,540.00	3.5000	\$320,436.20
11000	2200	51300 Additional Compensation	\$3,540.00	0.0000	\$5,896.20	0.0000	\$9,613.09
11000	2200	51000 Total: Personnel Services - Compensation	\$121,540.00	2.0000	\$202,436.20	3.5000	\$330,049.29
11000	2200	52000 Personnel Services - Employee Benefits					
11000	2200	52111 Educational Retirement	\$22,059.51	0.0000	\$36,742.17	0.0000	\$59,903.95
11000	2200	52112 ERA - Retiree Health	\$2,430.80	0.0000	\$4,048.72	0.0000	\$6,600.99
11000	2200	52220 Medicare Payments	\$1,762.33	0.0000	\$2,935.32	0.0000	\$4,785.71
11000	2200	52311 Health and Medical Premiums	\$12,154.00	0.0000	\$20,243.62	0.0000	\$33,004.93
11000	2200	52312 Life	\$121.54	0.0000	\$202.44	0.0000	\$330.05
11000	2200	52313 Dental	\$1,215.40	0.0000	\$2,024.36	0.0000	\$3,300.49
11000	2200	52314 Vision	\$121.54	0.0000	\$202.44	0.0000	\$330.05
11000	2200	52315 Disability	\$121.54	0.0000	\$202.44	0.0000	\$330.05
11000	2200	52500 Unemployment Compensation	\$2,430.80	0.0000	\$4,048.72	0.0000	\$6,600.99
11000	2200	52710 Workers Compensation Premium	\$24.31	0.0000	\$40.49	0.0000	\$66.01
11000	2200	52720 Workers Compensation Employer's Fee	\$7,535.48	0.0000	\$12,551.04	0.0000	\$20,463.06
11000	2200	52000 Total: Personnel Services - Employee Benefits	\$49,977.25	0.0000	\$83,241.77	0.0000	\$135,716.27
11000	2200	53000 Purchased Professional and Technical Services					
11000	2200	53330 Professional Development	\$0.00	0.0000	\$0.00	0.0000	0
11000	2200	53414 Other Services	\$50,100.00	0.0000	\$93,750.00	0.0000	\$101,850.00
11000	2200	53711 Other Charges	\$87,500.00	0.0000	\$386,648.79	0.0000	\$892,974.67
11000	2200	53000 Total: Purchased Professional and Technical Services	\$137,600.00	0.0000	\$480,398.79	0.0000	\$994,824.67
11000	2200	54000 Purchased Property Services					
11000	2200	54610 Rental - Land and Buildings	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2200	54620 Rental - Equipment and Vehicles	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2200	54630 Rental - Computers and Related Equipment	\$178,500.00	0.0000	\$183,175.00	0.0000	\$233,750.00
11000	2200	54000 Total: Purchased Property Services	\$178,500.00	0.0000	\$183,175.00	0.0000	\$233,750.00
11000	2200	55000 Other Purchased Services					
11000	2200	55813 Employee Travel - Non-Teachers	\$0.00	0.0000	\$0.00	0.0000	\$0.00

State of New Mexico
Public School Operating Budget
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11000	2200	55000 Total: Other Purchased Services	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2200	56000 Supplies					
11000	2200	56113 Software	\$94,500.00	0.0000	\$173,889.20	0.0000	\$243,691.49
11000	2200	56118 General Supplies and Materials	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2200	56000 Total: Supplies	\$94,500.00	0.0000	\$173,889.20	0.0000	\$243,691.49
11000	2200	Total: Support Services-Instruction	\$582,117.25	2.0000	\$1,123,140.96	3.5000	\$1,938,031.71
11000	2300	Support Services-General Administration					
11000	2300	51000 Personnel Services - Compensation					
11000	2300	51100 Salaries Expense	\$225,000.00	3.0000	\$276,750.00	3.0000	\$345,052.50
11000	2300	51300 Additional Compensation	\$22,500.00	0.0000	\$27,675.00	0.0000	\$34,505.25
11000	2300	51000 Total: Personnel Services - Compensation	\$247,500.00	3.0000	\$304,425.00	3.0000	\$379,557.75
11000	2300	52000 Personnel Services - Employee Benefits					
11000	2300	52111 Educational Retirement	\$44,921.25	0.0000	\$55,253.14	0.0000	\$68,889.73
11000	2300	52112 ERA - Retiree Health	\$4,950.00	0.0000	\$6,088.50	0.0000	\$7,591.16
11000	2300	52220 Medicare Payments	\$3,588.75	0.0000	\$4,414.16	0.0000	\$5,503.59
11000	2300	52311 Health and Medical Premiums	\$24,750.00	0.0000	\$30,442.50	0.0000	\$37,955.78
11000	2300	52312 Life	\$247.50	0.0000	\$304.43	0.0000	\$379.56
11000	2300	52313 Dental	\$2,475.00	0.0000	\$3,044.25	0.0000	\$3,795.58
11000	2300	52314 Vision	\$247.50	0.0000	\$304.43	0.0000	\$379.56
11000	2300	52500 Unemployment Compensation	\$247.50	0.0000	\$304.43	0.0000	\$379.56
11000	2300	52710 Workers Compensation Premium	\$4,950.00	0.0000	\$6,088.50	0.0000	\$7,591.16
11000	2300	52720 Workers Compensation Employer's Fee	\$49.50	0.0000	\$60.89	0.0000	\$75.91
11000	2300	52000 Total: Personnel Services - Employee Benefits	\$86,427.00	0.0000	\$106,305.21	0.0000	\$132,541.57
11000	2300	53000 Purchased Professional and Technical Services					
11000	2300	53330 Professional Development	\$0.00	0.0000	0	0.0000	0
11000	2300	53411 Auditing	\$15,000.00	0.0000	\$15,456.82	0.0000	\$15,927.55
11000	2300	53413 Legal	\$7,000.00	0.0000	\$7,210.00	0.0000	\$7,426.30
11000	2300	53414 Other Services	\$5,651.00	0.0000	\$4,510.81	0.0000	\$4,216.38
11000	2300	53711 Other Charges	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2300	53000 Total: Purchased Professional and Technical Services	\$27,651.00	0.0000	\$27,177.63	0.0000	\$27,570.22
11000	2300	55000 Other Purchased Services					
11000	2300	55811 Board Travel	\$3,500.00	0.0000	\$3,606.59	0.0000	\$3,716.43
11000	2300	55812 Board Training	\$3,500.00	0.0000	\$3,606.59	0.0000	\$3,716.43
11000	2300	55813 Employee Travel - Non-Teachers	\$3,000.00	0.0000	\$3,091.36	0.0000	\$3,185.51
11000	2300	55000 Total: Other Purchased Services	\$10,000.00	0.0000	\$10,304.55	0.0000	\$10,618.37

State of New Mexico
Public School Operating Budget
Expenditure Detail

11000	2300	56000 Supplies					
11000	2300	56118 General Supplies and Materials	\$12,000.00	0.0000	\$25,107.49	0.0000	\$39,402.09
11000	2300	56119 Supply Assets (\$5,000 or less).	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2300	56000 Total: Supplies	\$12,000.00	0.0000	\$25,107.49	0.0000	\$39,402.09
11000	2300	Total: Support Services-General Administration	\$383,578.00	3.0000	\$473,319.88	3.0000	\$589,690.00
11000	2400	Support Services-School Administration					
11000	2400	51000 Personnel Services - Compensation					
11000	2400	51100 Salaries Expense	\$110,000.00	1.0000	\$113,300.00	1.0000	\$116,699.00
11000	2400	51200 Overtime Expense	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2400	51300 Additional Compensation	\$11,000.00	0.0000	\$11,330.00	0.0000	\$11,669.90
11000	2400	51000 Total: Personnel Services - Compensation	\$121,000.00	1.0000	\$124,630.00	1.0000	\$128,368.90
11000	2400	52000 Personnel Services - Employee Benefits					
11000	2400	52111 Educational Retirement	\$21,961.50	0.0000	\$22,620.35	0.0000	\$23,298.96
11000	2400	52112 ERA - Retiree Health	\$2,420.00	0.0000	\$2,492.60	0.0000	\$2,567.38
11000	2400	52220 Medicare Payments	\$1,754.50	0.0000	\$1,807.14	0.0000	\$1,861.35
11000	2400	52311 Health and Medical Premiums	\$12,100.00	0.0000	\$12,463.00	0.0000	\$12,836.89
11000	2400	52312 Life	\$121.00	0.0000	\$124.63	0.0000	\$128.37
11000	2400	52313 Dental	\$1,210.00	0.0000	\$1,246.30	0.0000	\$1,283.69
11000	2400	52314 Vision	\$121.00	0.0000	\$124.63	0.0000	\$128.37
11000	2400	52315 Disability	\$121.00	0.0000	\$124.63	0.0000	\$128.37
11000	2400	52710 Workers Compensation Premium	\$2,420.00	0.0000	\$2,492.60	0.0000	\$2,567.38
11000	2400	52720 Workers Compensation Employer's Fee	\$24.20	0.0000	\$24.93	0.0000	\$25.67
11000	2400	52000 Total: Personnel Services - Employee Benefits	\$42,253.20	0.0000	\$43,520.80	0.0000	\$44,826.42
11000	2400	53000 Purchased Professional and Technical Services					
11000	2400	53330 Professional Development	0	0.0000	0	0.0000	0
11000	2400	53414 Other Services	0	0.0000	0	0.0000	0
11000	2400	53711 Other Charges (Accel Fee Credits)	-\$993,642.49	0.0000	-\$1,246,771.26	0.0000	-\$1,674,283.58
11000	2400	53000 Total: Purchased Professional and Technical Services	-\$993,642.49	0.0000	-\$1,246,771.26	0.0000	-\$1,674,283.58
11000	2400	54000 Purchased Property Services					
11000	2400	54610 Rental - Land and Buildings	0	0.0000	0	0.0000	0
11000	2400	54000 Total: Purchased Property Services	0	0.0000	0	0.0000	0
11000	2400	55000 Other Purchased Services					
11000	2400	55813 Employee Travel - Non-Teachers	0	0.0000	0	0.0000	0
11000	2400	55000 Total: Other Purchased Services	0	0.0000	0	0.0000	0
11000	2400	56000 Supplies					

State of New Mexico
Public School Operating Budget
Expenditure Detail

11000	2400	56113 Software	0	0.0000	0	0.0000	0
11000	2400	56118 General Supplies and Materials	0	0.0000	0	0.0000	0
11000	2400	56000 Total: Supplies	0	0.0000	0	0.0000	0
11000	2400	Total: Support Services-School Administration	-\$830,389.29	1.0000	-\$1,078,620.46	1.0000	-\$1,501,088.26
11000	2500	Central Services					
11000	2500	51000 Personnel Services - Compensation					
11000	2500	51100 Salaries Expense	0	0.0000	0	0.0000	0
11000	2500	51300 Additional Compensation	0	0.0000	0	0.0000	0
11000	2500	51000 Total: Personnel Services - Compensation	0	0.0000	0	0.0000	0
11000	2500	52000 Personnel Services - Employee Benefits					
11000	2500	52111 Educational Retirement	0	0.0000	0	0.0000	0
11000	2500	52112 ERA - Retiree Health	0	0.0000	0	0.0000	0
11000	2500	52220 Medicare Payments	0	0.0000	0	0.0000	0
11000	2500	52311 Health and Medical Premiums	0	0.0000	0	0.0000	0
11000	2500	52312 Life	0	0.0000	0	0.0000	0
11000	2500	52313 Dental	0	0.0000	0	0.0000	0
11000	2500	52314 Vision	0	0.0000	0	0.0000	0
11000	2500	52315 Disability	0	0.0000	0	0.0000	0
11000	2500	52500 Unemployment Compensation	0	0.0000	0	0.0000	0
11000	2500	52710 Workers Compensation Premium	0	0.0000	0	0.0000	0
11000	2500	52720 Workers Compensation Employer's Fee	0	0.0000	0	0.0000	0
11000	2500	52000 Total: Personnel Services - Employee Benefits	0	0.0000	0	0.0000	0
11000	2500	53000 Purchased Professional and Technical Services					
11000	2500	53330 Professional Development	0	0.0000	0	0.0000	0
11000	2500	53414 Other Services	\$347,001.53	0.0000	\$600,969.65	0.0000	\$831,637.76
11000	2500	53711 Other Charges	\$57,833.59	0.0000	\$100,161.61	0.0000	\$138,606.29
11000	2500	53000 Total: Purchased Professional and Technical Services	\$404,835.12	0.0000	\$701,131.26	0.0000	\$970,244.06
11000	2500	55000 Other Purchased Services					
11000	2500	55400 Advertising	\$105,000.00	0.0000	\$187,500.00	0.0000	\$255,000.00
11000	2500	55813 Employee Travel - Non-Teachers	\$3,000.00	0.0000	\$3,091.36	0.0000	\$3,185.51
11000	2500	55000 Total: Other Purchased Services	\$108,000.00	0.0000	\$190,591.36	0.0000	\$258,185.51
11000	2500	56000 Supplies					
11000	2500	56113 Software	0	0.0000	0	0.0000	0
11000	2500	56118 General Supplies and Materials	0	0.0000	0	0.0000	0
11000	2500	56000 Total: Supplies	0	0.0000	0	0.0000	0

State of New Mexico
Public School Operating Budget
Expenditure Detail

11000	2500	Total: Central Services	\$512,835.12	0.0000	\$891,722.63	0.0000	\$1,228,429.57
11000	2600	Operation & Maintenance of Plant					
11000	2600	54000 Purchased Property Services					
11000	2600	54311 Maintenance & Repair - Furniture/Fixtures/Equipment	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2600	54312 Maintenance & Repair - Buildings and Grounds	\$5,000.00	0.0000	\$5,152.27	0.0000	\$5,309.18
11000	2600	54411 Electricity	\$6,000.00	0.0000	\$6,182.73	0.0000	\$6,371.02
11000	2600	54412 Natural Gas (Buildings)	\$2,500.00	0.0000	\$2,576.14	0.0000	\$2,654.59
11000	2600	54415 Water/Sewage	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2600	54416 Communication Services	\$5,000.00	0.0000	\$5,152.27	0.0000	\$5,309.18
11000	2600	54610 Rental - Land and Buildings	\$40,000.00	0.0000	\$41,200.00	0.0000	\$42,436.00
11000	2600	54000 Total: Purchased Property Services	\$58,500.00	0.0000	\$60,263.41	0.0000	\$62,079.98
11000	2600	55000 Other Purchased Services					
11000	2600	55200 Property/Liability Insurance	\$35,000.00	0.0000	\$36,065.91	0.0000	\$37,164.28
11000	2600	55813 Employee Travel - Non-Teachers	\$0.00	0.0000	\$0.00	0.0000	\$0.00
11000	2600	55000 Total: Other Purchased Services	\$35,000.00	0.0000	\$36,065.91	0.0000	\$37,164.28
11000	2600	56000 Supplies					
11000	2600	56118 General Supplies and Materials	\$5,000.00	0.0000	\$2,576.14	0.0000	\$2,654.59
11000	2600	56000 Total: Supplies	\$5,000.00	0.0000	\$2,576.14	0.0000	\$2,654.59
11000	2600	Total: Operation & Maintenance of Plant	\$98,500.00	0.0000	\$98,905.45	0.0000	\$101,898.85
11000	2000	Total: Support Services	0	0.0000	0	0.0000	0
11000		Total: Operational	\$2,891,679.45	18.6040	\$5,008,080.45	31.1140	\$6,930,314.70
		Total: Expenditure	\$2,891,679.45	18.6040	\$5,008,080.45	31.1140	\$6,930,314.70

3	Year 4		Year 5		
	Projected FTE	Projected Amt	Projected FTE	Projected Amt	Projected FTE
	32.4973	\$2,836,468.22	42.0298	\$3,399,428.93	49.3952
	0.0000	112,412.22	0.0000	130,120.59	0.0000
	32.4973	\$2,948,880.44	42.0298	\$3,529,549.52	49.3952
	0.0000	\$535,221.80	0.0000	\$640,613.24	0.0000
	0.0000	\$58,977.61	0.0000	\$70,590.99	0.0000
	0.0000	\$42,758.77	0.0000	\$51,178.47	0.0000
	0.0000	\$294,888.04	0.0000	\$352,954.95	0.0000
	0.0000	\$2,948.88	0.0000	\$3,529.55	0.0000
	0.0000	\$29,488.80	0.0000	\$35,295.50	0.0000
	0.0000	\$2,948.88	0.0000	\$3,529.55	0.0000
	0.0000	\$2,948.88	0.0000	\$3,529.55	0.0000
	0.0000	\$58,977.61	0.0000	\$70,590.99	0.0000
	0.0000	\$589.78	0.0000	\$705.91	0.0000
	0.0000	\$182,830.59	0.0000	\$218,832.07	0.0000
	0.0000	\$1,212,579.64	0.0000	\$1,451,350.76	0.0000
	0.0000	\$37,019.22	0.0000	\$44,821.55	0.0000
	0.0000	0	0.0000	0	0.0000
	0.0000	\$63,007.09	0.0000	\$76,222.89	0.0000
	0.0000	\$100,026.31	0.0000	\$121,044.45	0.0000
	0.0000	0	0.0000	0	0.0000
	0.0000	0	0.0000	0	0.0000
	0.0000	0	0.0000	0	0.0000
	0.0000	0	0.0000	0	0.0000
	0.0000	\$1,312,500.00	0.0000	\$1,515,000.00	0.0000
	0.0000	0	0.0000	0	0.0000

0.0000	\$1,312,500.00	0.0000	\$1,515,000.00	0.0000
32.4973	\$5,573,986.39	42.0298	\$6,616,944.73	49.3952
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	\$36,279.78	0.0000	\$36,279.73	0.0000
0.0000	\$36,279.78	0.0000	\$36,279.73	0.0000
0.0000	\$36,279.78	0.0000	\$36,279.73	0.0000
0.0000	\$36,279.78	0.0000	\$36,279.73	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	\$145,119.11	0.0000	\$145,118.91	0.0000
0.0000	\$27,354.36	0.0000	\$28,187.42	0.0000
0.0000	\$27,354.36	0.0000	\$28,187.42	0.0000

0.0000	\$66,627.02	0.0000	\$80,619.95	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	\$66,627.02	0.0000	\$80,619.95	0.0000
0.0000	\$239,100.49	0.0000	\$253,926.29	0.0000
5.5000	\$439,049.29	7.5000	\$477,220.76	8.0000
0.0000	\$13,171.48	0.0000	\$14,316.62	0.0000
5.5000	\$452,220.76	7.5000	\$491,537.39	8.0000
0.0000	\$82,078.07	0.0000	\$89,214.04	0.0000
0.0000	\$9,044.42	0.0000	\$9,830.75	0.0000
0.0000	\$6,557.20	0.0000	\$7,127.29	0.0000
0.0000	\$45,222.08	0.0000	\$49,153.74	0.0000
0.0000	\$452.22	0.0000	\$491.54	0.0000
0.0000	\$4,522.21	0.0000	\$4,915.37	0.0000
0.0000	\$452.22	0.0000	\$491.54	0.0000
0.0000	\$452.22	0.0000	\$491.54	0.0000
0.0000	\$9,044.42	0.0000	\$9,830.75	0.0000
0.0000	\$90.44	0.0000	\$98.31	0.0000
0.0000	\$28,037.69	0.0000	\$30,475.32	0.0000
0.0000	\$185,953.18	0.0000	\$202,120.17	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	\$126,150.00	0.0000	\$169,500.00	0.0000
0.0000	\$667,334.40	0.0000	\$366,436.48	0.0000
0.0000	\$793,484.40	0.0000	\$535,936.48	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$288,575.00	0.0000	\$311,100.00	0.0000
0.0000	\$288,575.00	0.0000	\$311,100.00	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000

0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$324,969.76	0.0000	\$395,751.39	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$324,969.76	0.0000	\$395,751.39	0.0000
5.5000	\$2,045,203.11	7.5000	\$1,936,445.43	8.0000
4.0000	\$450,404.08	6.0000	\$563,916.20	8.0000
0.0000	\$45,040.41	0.0000	\$56,391.62	0.0000
4.0000	\$495,444.48	6.0000	\$620,307.82	8.0000
0.0000	\$89,923.17	0.0000	\$112,585.87	0.0000
0.0000	\$9,908.89	0.0000	\$12,406.16	0.0000
0.0000	\$7,183.94	0.0000	\$8,994.46	0.0000
0.0000	\$49,544.45	0.0000	\$62,030.78	0.0000
0.0000	\$495.44	0.0000	\$620.31	0.0000
0.0000	\$4,954.44	0.0000	\$6,203.08	0.0000
0.0000	\$495.44	0.0000	\$620.31	0.0000
0.0000	\$495.44	0.0000	\$620.31	0.0000
0.0000	\$9,908.89	0.0000	\$12,406.16	0.0000
0.0000	\$99.09	0.0000	\$124.06	0.0000
0.0000	\$173,009.21	0.0000	\$216,611.49	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	\$16,412.61	0.0000	\$16,912.45	0.0000
0.0000	\$7,649.09	0.0000	\$7,878.56	0.0000
0.0000	\$4,522.35	0.0000	\$3,908.28	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$28,584.06	0.0000	\$28,699.29	0.0000
0.0000	\$3,829.61	0.0000	\$3,946.24	0.0000
0.0000	\$3,829.61	0.0000	\$3,946.24	0.0000
0.0000	\$3,829.61	0.0000	\$5,073.74	0.0000
0.0000	\$11,488.83	0.0000	\$12,966.21	0.0000

0.0000	\$26,660.05	0.0000	\$13,529.96	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$26,660.05	0.0000	\$13,529.96	0.0000
4.0000	\$735,186.64	6.0000	\$892,114.78	8.0000
1.0000	\$120,199.97	1.0000	\$123,805.97	1.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$12,020.00	0.0000	\$12,380.60	0.0000
1.0000	\$132,219.97	1.0000	\$136,186.57	1.0000
0.0000	\$23,997.92	0.0000	\$24,717.86	0.0000
0.0000	\$2,644.40	0.0000	\$2,723.73	0.0000
0.0000	\$1,917.19	0.0000	\$1,974.71	0.0000
0.0000	\$13,222.00	0.0000	\$13,618.66	0.0000
0.0000	\$132.22	0.0000	\$136.19	0.0000
0.0000	\$1,322.20	0.0000	\$1,361.87	0.0000
0.0000	\$132.22	0.0000	\$136.19	0.0000
0.0000	\$132.22	0.0000	\$136.19	0.0000
0.0000	\$2,644.40	0.0000	\$2,723.73	0.0000
0.0000	\$26.44	0.0000	\$27.24	0.0000
0.0000	\$46,171.21	0.0000	\$47,556.35	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	-\$1,742,745.77	0.0000	-\$1,541,753.49	0.0000
0.0000	-\$1,742,745.77	0.0000	-\$1,541,753.49	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000
0.0000	0	0.0000	0	0.0000

0.0000	\$1,549,539.87	0.0000	\$1,834,901.22	0.0000
0.0000	\$0.00	0.0000	0	0.0000
0.0000	\$5,470.87	0.0000	\$5,637.48	0.0000
0.0000	\$6,565.05	0.0000	\$6,764.98	0.0000
0.0000	\$2,735.44	0.0000	\$2,818.74	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$5,470.87	0.0000	\$5,637.48	0.0000
0.0000	\$43,709.08	0.0000	\$45,020.35	0.0000
0.0000	\$63,951.30	0.0000	\$65,879.04	0.0000
0.0000	\$38,296.10	0.0000	\$39,462.39	0.0000
0.0000	\$0.00	0.0000	\$0.00	0.0000
0.0000	\$38,296.10	0.0000	\$39,462.39	0.0000
0.0000	\$2,735.44	0.0000	\$2,818.74	0.0000
0.0000	\$2,735.44	0.0000	\$2,818.74	0.0000
0.0000	\$104,982.84	0.0000	\$108,160.18	0.0000
0.0000	0	0.0000	0	0.0000
42.9973	\$8,683,644.74	56.5298	\$10,284,482.05	66.3952
42.9973	\$8,683,644.74	56.5298	\$10,284,482.05	66.3952

Internal Control Procedures

Fiscal Management Overview

The Academy strives to reflect sound economic and accounting policies in the operation of its school and believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the school will follow.

Fiscal Management Procedures

As described more fully later on in this application, the management organization will manage the day-to-day operations of the school, including facilities management, equipment, purchasing, technology, operational support services, human resources and training, grant management and financial reporting and compliance. As a result, the accounting policies and procedures defined herein are applicable to the management organization and/or the Governing Authority as specified.

I. PAYROLL

The management organization's Human Resources Department is responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels.

All approved employment contracts by the management organization and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid over 26 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the administrative staff working at the school to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The administrative staff is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from the employee's pay.

All insurances and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

II. PURCHASING

The management organization is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when the Administrator at the school or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the Purchasing

Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor.

When required or appropriate, the school will follow and meet all of the requirements of the procurement laws as dictated in the State Code.

III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

IV. ACCOUNTS PAYABLE

All vendor invoices for purchases in connection with the day-to-day operation of the school are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Controller. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Controller approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Controller for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Controller.

All bank accounts are reconciled on a monthly basis by the Controller's assistant. The Controller then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

Governing Authority

All vendor invoices for purchases in connection with the Governing Authority's operational expenses are received and retained by the Governing Authority's fiscal officer.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the fiscal officer. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the fiscal officer approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the fiscal officer and presented to the Board President and Board Treasurer for a final review. Once approved, the check is then authorized for release.

V. TRAVEL

Employees working at the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Finance Department) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and their immediate supervisor.

All employees are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Accounts Payable group for processing.

Governing Authority

Governing Authority members of the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Fiscal Officer) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and approved by the Board President and Board Treasurer.

Governing Authority members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

VI. CASH RECEIPTS

All monies received directly by the school are receipted on pre-numbered, 3-ply, receipts. The pre-numbered receipts prepared for monies collected must include the payer, date, amount, fund, receipt code and a description of payment. The person initiating the receipt will sign the receipt. The original receipt is given to the payer, a designated copy is forwarded to the Fiscal Officer and the person initiating the receipt retains the third copy.

All cash collections are deposited into the appropriate bank account on a regular, if not daily, basis. All deposits are then recorded in the general ledger by the Fiscal Officer.

The majority of cash collections will be received electronically by the school's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.

VII. Accounts Receivable

To the extent required, the Finance Department will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Controller, and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Controller. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

Governing Authority

To the extent required, the Fiscal Officer will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Fiscal Officer will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Fiscal Officer. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

VIII. INVESTMENTS

The school will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

Note: Initially, the school will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more diverse investment strategy, a board-approved Investment Policy will be put in place to specifically address the types of instruments the school will be invested in as permitted by law.

IX. FIXED ASSETS

The school will follow a policy of capitalizing individual assets costing greater than \$5,000.

The school through the direction of the management organization's Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include than the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database.

At least annually, a physical inventory of the school will be performed by the management organization's Finance Department.

All requests for removal of surplus property, deletions and discards must be approved by the Governing Authority. All requests must be processed through the management organization's Finance Department. In no case should equipment be removed or discarded without prior authorization from the Governing Authority.

X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Governing authority.

Upon receipt of an award notice, a budget document is prepared and submitted to the Controller for review and processing. New award budgets are presented to the school's governing board and then forwarded to the State Department of Education for approval.

Final approved budgets are returned to the Controller and are made part of the school's operating budget. The Finance Department/ Controller monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

XI. MONTH END PROCEDURES

On a monthly basis, the Fiscal Officer will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Changes in Net Assets (Income Statement) Budget versus Actual Comparison
- Check Register
- Bank Reconciliation

These documents will be presented to the Governing Authority at the regularly scheduled meetings for approval.

Internal Control Policies and Procedures

The school has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting

operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the school will follow in the performance of its fiscal management procedures, an internal control checklist has been provided.

Aside and apart from the major transaction cycles described in the checklist, the school also has internal control procedures in place to address the following two areas:

AUDIT

The school will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the school, whether internal controls over financial reporting have been properly designed and implemented, and whether the school has complied with all applicable laws and regulations.

BUDGET

The school will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Governing Authority and Controller. The final decision making authority with regard to budget issues rests with the Governing Authority with input from the Controller.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Governing Authority for approval. Once approved, the change is recorded in the budget and the financial records of the school by the Controller. A revised budget is then issued and becomes the operating budget for the school.

At each regular meeting of the Governing Authority and upon close of each fiscal year, the Controller determines the actual results as compared to budget and presents the results to the Governing Authority.

Internal Control Checklist

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
 - a. Daily reports
 - b. Monthly financial statements
 - c. Comparison of actual results with budget
 - d. Cash and other projections
4. Does the owner/Governing Authority take an active interest in the financial affairs and reports available?
5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?

7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Are there any separation of duties?
12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

1. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
2. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
3. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
4. Does the owner/director sign all payroll checks?
5. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
6. Is the payroll paid from a separate interest bank account?

CASH RECEIPTS

1. Is mail opened by director/owner or someone other than the bookkeeper?
2. Does the client have adequate documentation of cash receipts?
3. Are checks immediately endorsed for deposit only, deposited promptly and intact?
4. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?
5. Are checks returned by the bank followed up for subsequent disposition?

ACCOUNTS RECEIVABLE

1. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
2. Are sales invoices reviewed for price, terms, extensions and footings?
3. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
4. Are monthly statements:
 - a. Reviewed by owner/director?
 - b. Mailed to all accounts?
 - c. Are zero and credit balance statements mailed?
5. Are write-offs, credit memos and special terms approved by the owner/director?
6. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?

7. Are notes and other receivables under separate control?
8. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are pre-numbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by pre-numbered checks?
6. Is the owner/director's signature required on all checks?
 - a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
 - b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?
 - a. Prices, discounts, sales tax
 - b. Extensions and footings
 - c. Receipt of goods or services
 - d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
 - a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income from investments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

6. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
7. Is the owner/Governing Authority acquainted with assets owned, and is approval required for sale or acquisition?
8. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?
9. Is there a policy distinguishing capital and expense items?