

New Mexico Public Education Commission



NEW MEXICO CONNECTIONS ACADEMY

2023-2028

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New Mexico Public Education Commission



Contract

Charter Contract
Between the New Mexico Public Education Commission
and
New Mexico Connections Academy

This Charter Contract is hereby entered into by and between the New Mexico Public Education Commission ("Commission"), and New Mexico Connections Academy ("School"), a New Mexico charter school, by and through the School's Governing Body, known as the New Mexico Connections Academy Governing Council ("Governing Body") effective this 1st day of July 2023. Hereafter, each party may be referred to as "Party" or both parties as "Parties."

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

WHEREAS, the Commission is authorized pursuant to the Charter Schools Act to approve new and renewing charter school applications and to negotiate in good faith and execute, charter contracts that meet the requirements of the Act with the governing body of an authorized state charter school;

WHEREAS, the Commission is further authorized pursuant to the Charter Schools Act, to monitor charter schools' compliance with the requirements of the Act, applicable provisions of the New Mexico Administrative Code and the Charter Contract;

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

WHEREAS, the Commission approved the School's charter renewal application with conditions on December 14, 2022, and now enters this Charter Contract with the School's Governing Body; and,

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

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

SECTION 1: DEFINITIONS

Terms shall have the meaning as specified in this section wherever used in this Charter Contract, including the foregoing recitals, unless the context clearly requires otherwise. Where applicable, terms defined in the Commission Rule shall use the definitions set forth there.

"Chair" means the chairperson of the Commission, as elected by the members of the Commission, pursuant to the Commission's Rules of Procedure.

MM

School Initials

AB

PEC Initials

"Charter Representative(s)" means the chair, president, or other member of the Governing Body authorized by the Governing Body to legally bind the School to the Charter Contract and any other designated school official who will provide information to the Commission or CSD on behalf of the School as set forth in this Charter Contract or Commission Rule.

"Charter Schools Act" means §§ 22-8B-1, *et seq.* NMSA 1978 as may be amended.

"Commission" means the Public Education Commission.

"Commission Rule" means a regulation governing the Commission's oversight responsibilities issued pursuant to the State Rules Act (§§14-4-1 to 11 NMSA 1978,) and codified as 6.2.9.1, *et seq.* NMAC as may be amended. If the Commission Rule as contemplated herein is not codified, the proposed Commission Rule, Exhibit D, shall govern the relevant provisions of this Charter Contract until such time as the Commission Rule is codified, and the Commission Rule shall then apply, and Exhibit D shall have no further effect.

"Commission Website" means the web page maintained by the Department on behalf of the Commission and the location where the Commission posts and maintains as current the PEC's Procedures and its directives, instructions, templates and forms, and timelines adopted by it pursuant to Commission Rule (6.2.9.7 (Y.) NMAC).

"Corrective Action Plan" means a plan developed by the School and submitted to, and approved by, the Commission to remedy operational or financial violations or problems or to address academic performance issues under the Intervention Ladder pursuant to the Charter Schools Act and Commission Rule (6.2.9.13, NMAC).

"CSD" means the Charter Schools Division of the Department as established by the Charter Schools Act, §22-8B-17 NMSA 1978, to

- A. provide staff support to the commission;
- B. provide technical support to all charter schools;
- C. review and approve state-chartered charter school budget matters; and
- D. make recommendations to the commission regarding the approval, denial, suspension or revocation of the charter of a state-chartered charter school.

"Days" means unless otherwise specified in a provision in the Commission Rule or applicable statute, business days when the period referenced is 10 days or less, and calendar days when the period referenced is 11 days or more. In computing the number of days, exclude the day of the event that triggers the period, and include the last day of the period. If the last day is a day when the Department or Charter School is closed, the period continues to run until the end of the next business day that the Department or Charter School is not closed. Whenever a person or entity is required to act within a prescribed period as defined by the Charter Contract, and written notice is served by mail or courier service, three calendar days after service shall be added to the prescribed period required to act.

"Department" means the Public Education Department of the State of New Mexico.

"Department Rule" means 6.80.4.1 *et seq.* NMAC as may be amended.

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

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

"Head Administrator" means the School's administrator licensed by the Department and hired by the Governing Body to manage the day-to-day operations of the School with duties similar to that of a superintendent as set forth in §22-5-14 NMSA 1978.

"Instructional Hours" has the meaning as set forth in §22-2-8.1 NMSA 1978.

"Intervention Ladder" has the meaning as set forth in the Commission Rule (6.2.9.7.(Q.) NMAC) and are procedures adopted by the commission to impose interventions intended to address the School's unsatisfactory performance or non-compliance with the contract.

"Mission" means the stated educational and pedagogical purpose of the School consistent with §22-8B-3 NMSA 1978 of the Charter Schools Act.

"NMAC" means the New Mexico Administrative Code.

"NMSA" means the New Mexico Statutes Annotated.

"PEC Procedures" has the meaning as set forth in the Commission Rule (6.2.9.7.(Y.) NMAC) and are the Commission's adopted directives, instructions, templates and forms, and timelines in support of its authorizing practices adopted pursuant to the Commission Rule.

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

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

"Public School Finance Act" means §§ 22-8-1 to 22-8-49 NMSA 1978.

"Secretary" means the cabinet secretary of the Department.

"State" means the State of New Mexico.

SECTION 2. EXHIBITS AND REQUIRED DOCUMENTS

2.1. Exhibits and Contract Monitoring Documents. The following are exhibits to the Charter Contract and are incorporated by reference.

Exhibits Incorporated into the Charter Contract	
Exhibit A	Performance Framework ¹

¹ Amendments to the school specific goal may be proposed by providing a School Specific Goal Amendment Form to the Commission. (Document A5)

Exhibit B	Board of Finance authorization letter from the Commission
Exhibit C	List of Discretionary Waivers ²
Exhibit D	Draft Commission Rule, Incorporated by reference, until a Commission is codified.

The following are contract monitoring documents to be used by the Parties that may be modified in writing by CSD and School as long as the changes are consistent with this Charter Contract. The Parties' signatures below indicate approval of the form of monitoring documents set forth in the chart below.

Monitoring Documents		
Monitoring Doc 1	School specific Indicator	Attached
Monitoring Doc 2	School-specific assessment replacing a Department assessment	<input checked="" type="checkbox"/> N/A or <input type="checkbox"/> Attached
Monitoring Doc 3	Condition compliance document	<input type="checkbox"/> N/A or <input checked="" type="checkbox"/> Attached

2.2. Charter School Required Elements and notification to CSD. The School shall maintain the following described operational elements and provide and maintain current information with CSD about each element according to the PEC Procedures as posted on the Commission Website. The PEC Procedure documents referenced in this section may be amended by the Commission pursuant to the Commission Rule.

	Operational Elements	Current PEC Procedure form https://webnew.ped.state.nm.us/bureaus/public-education-commission/policies-and-processes/amendment-request/	
A.	Head Administrator	The Governing Body will employ a Head Administrator.	Document B.1
B.	Business Manager	The School will contract with, or employ, a licensed school business official as the term is defined in 6.63.12. NMAC.	Document B.1
C.	Chief Procurement Officer	The School will contract with, or employ, a chief procurement officer as the term is defined in §13-1-38.1 NMSA 1978.	Document B.1
D.	Member Information	The Governing Body will maintain a list of its current members, a copy of each member's signed assurances as required by §22-8B-9(B)(6) NMSA 1978, and a signed Conflict of Interest Disclosure.	Document B.2, B2.a, B2.b, B2.c

² Amendments to this list may be amended by providing an amended Exhibit C to the Commission.

E.	Admissions, Lottery, and Enrollment Policies and Procedures	The School will maintain admission, lottery and enrollment policies consistent with law.	Document B.3
F.	Governance Policies	The Governing Body of the School must be governed through policies adopted by the Governing Body which shall be designated as the Governing Body's bylaws.	Document B.4
G.	Pre-Kindergarten Program	The School will notify the Commission if it has been awarded a pre-kindergarten/pre-school program grant and is operating said program, or a tuition-based preschool program operated at the School. In this notification, the School must attest that the pre-K program is funded only by allowable sources of public funds so as not to violate N.M. Const. Art. IX, §14 and that any lottery preference complies with state and federal law.	Document B.5
H.	Lease/Lease Purchase Arrangement	The School will provide a copy of its current lease or lease purchase arrangement to CSD.	Document B.6
I.	Foundation Membership	The School will provide information on Foundation board members and employees.	Document B.7
J.	Assurance of No Conflict of Interest	The School will identify and provide an assurance that no conflict of interest exists due to a school staff person or board member at the School who also serves on the board of, receives a benefit from, is employed by or contracts with, the Foundation or a Third-Party Contractor.	Schools to provide their own form until a form is approved by the Commission
K.	Third-Party Contractor	If the School has identified a Third-Party Contractor in Section 3.8 below, the School will provide a copy of the contract or other legal agreement with the Third-Party Contractor.	Document A.6
L.	Foundation	If the School has identified a Foundation below, the School will provide a copy of the contract or a memorandum of understanding with the Foundation and the School that describes the parties' relationship.	Document A.6

SECTION 3: SCHOOL SPECIFIC TERMS

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

3.1 Public School. The Governing Body shall ensure that:

A. the School is operated as a public school consistent with the terms of the Charter Contract including the Performance Framework³ and all applicable laws, provides an educational program consistent with the requirements and purposes of the Charter Schools Act, and is governed and managed in a financially prudent manner according to accounting and auditing standards applicable to public entities in the State;

B. It employs a licensed Head Administrator who shall be held accountable by the Governing Body for staffing the School with qualified personnel, and who shall oversee the operations of the School;

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

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

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

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

G. the Governing Body operates according to its bylaws.

3.2 Charter Contract Term, Condition of Approval and Monitoring Documents and Compliance Documents. This School has been an authorized charter school since 2013. This Charter Contract shall be in full force and effect from July 1, 2023 until June 30, 2028, unless it is revoked by the Commission pursuant to the Charter Schools Act, the Commission Rule, and provisions of this Charter Contract. The Charter Contract will not automatically be renewed or extended; the Charter Contract may be renewed by the Commission upon timely application, and upon such terms and conditions as set forth in this Charter Contract, and consistent with the Charter Schools Act and applicable regulations of the Department and Commission.

The School was

☐ renewed without condition;

☒ renewed with the following condition:

A. prior to contract negotiations for the school, the school study the cause of the low graduation rate; and

B. the school develop a plan, including targets, for improving graduation outcomes that begins at the start of the contract term and continues for the term of the charter.

Part A of the condition has been met.

³ Exhibit A

The Governing Body and CSD have developed monitoring documents documenting how the School will gather and report data annually on school-specific indicators. The following monitoring tools will be used by the School to report its progress annually and are attached as monitoring tools as set forth in Section 2.1 above:

[check all that apply]

- ☒ scoring of school-specific indicators in the Performance Framework,
- ☐ scoring of alternative assessments administered by the School as part of Performance Framework, and
- ☒ compliance with the condition placed on the School for Part B. as listed immediately above.

3.3 Mission and Educational Program.⁴ The School's Mission is as stated below:

Mission: The mission of New Mexico Connections Academy is to be the innovative, cutting-edge virtual school in New Mexico. Our mission is to support New Mexico students in 4th-12th grade from any part of the state to maximize their potential and meet the highest performance standards. NMCA will provide an alternative to the traditional brick-and-mortar environment for those students who desire a flexible, self-paced virtual setting. NMCA will provide a uniquely individualized learning program with a rigorous, world-class online curriculum delivered by highly qualified New Mexico-certified teachers and staff.

3.4 Educational Program: The School's educational program shall be as described below and shall be monitored by CSD based on evidence provided below:

NMCA provides synchronous and asynchronous virtual instruction through:

- A. a flexible, self-paced virtual program individualized by each student as evidenced by the schedules of each grade band and samples of individual student plans;
- B. small group and individual support for all students as evidenced by teacher schedules;
- C. support for active parental involvement as evidenced by the example of outreach to parents by the learning coach support specialist, including narratives and examples of support provided; and
- D. data-driven, team-developed programming and planning for continuous improvement that is evidenced by agendas of team meetings, samples of data that are considered, and a sample program or planning change made.

E. The School

[Select one]

⁴ The School may request that the Mission or educational program be amended by submitting an amendment form. (Current PEC Procedure Forms A.1 and A.2)

☐ uses or

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

If the School does, please explain _____

3.5 Manner of Instruction.

Virtual instruction may be employed by the School, if provided by statute, rule, policy or executive order subsequently issued by the Department, or as ordered by the New Mexico Department of Health or Executive Orders of the Governor of New Mexico, without amendment to the Charter Contract. Nothing in this section prohibits using virtual instruction as an accommodation under a 504 Plan or to deliver special education or related services if to do so is consistent with the School's educational program delivered pursuant to this Charter Contract. It is understood that schools utilize computers, chrome books, smart boards and other electronic devices that are not considered "virtual instruction."

[Select one]

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

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

- i. In-person on-site instruction for ____% of the Instructional Hours of the School;
- ii. virtual instruction provided by school personnel for ____% of the Instructional Hours of the School;
- iii. virtual instruction with non-school personnel through a virtual school program as described here: _____; and
- iv. *[provide additional information]*

OR

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

3.6 Enrollment Cap and Authorized Grade Levels.

The School shall serve no more than 2,000 students in grades 4-12,⁵ and may phase-in enrollment up to the cap provided that the school identifies publicly the number of students that will be accepted prior to the beginning of enrollment process and then utilize a lottery process, if necessary, in reaching the number of students that will be accepted.

⁵ The School may request that the enrollment cap or grade levels be amended by submitting an amendment form. (Current PEC Procedure Form A.3 and A.4)

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

3.7 Authorized Facility and Facility Occupancy Capacity.⁶

[Check one]

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

School Name:

Street Address:

City, State, Zip:

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

OR

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

Street Address: 130 Siringo Rd.

City, State Zip: Santa Fe, New Mexico, 87505

3.8 Third Party Contracts and Relationships

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

3.8.2 Essential Third Party Relationship Declaration.⁷

[Check one]

☒ Not Applicable.

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

⁶ The School may request that the location of the School be amended by submitting an amendment form. (Current PEC Procedure Form A.7 and 8.)

⁷ The School may request that the contractual relationship information be amended by submitting an amendment form. (Current PEC Procedure Form A.6.)

The School has provided the required documentation related to this relationship as set forth in the PEC Procedures (Document A.6).

3.8.3 Foundation Declaration.

[Check one]

☒ Not Applicable.

☐ The School has a relationship with _____, a non-profit foundation the primary purpose of which is

[Check all that are applicable]

☐ to provide financial support to the School through grants or other funds generated by the nonprofit.

☐ to provide a Facility paid for by the School, which includes the following

☐ to utilize funds contributed by the School for the following additional purposes:

The School has provided the required documentation related to this relationship as set forth in the PEC Procedures (Document A.6).

3.9 Transportation & Food Services

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

[Check one of each]

The School:

☐ provides transportation; or

☒ does not provide transportation.

The School:

☐ provides food services to include: ☐ breakfast ☐ lunch ☐ snacks; or

☒ does not provide food services.

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

needed⁸. The School shall be entitled to implement all mandatory waivers as contemplated pursuant to NMSA 1978, §22-8B-5(C) without notice to the Commission.

3.11 Tribal Consultation.

[check all that apply]

☒ Not applicable.

☐ The School is located on tribal land of _____ and shall consult with the educational liaison identified at the Department for consultation as required by law and prior to any action that may result in the School's closure in accordance with the requirement of the Charter Schools Act.

☐ The School is required to consult with _____ [insert tribal entity] pursuant to law because of the number of Native children enrolled at the School and shall consult with the educational liaison identified at the Department for consultation as required by law.

SECTION 4. SCHOOL EVALUATION AND OVERSIGHT.

Pursuant to, and consistent with, the Charter Schools Act and the Commission Rule and PEC Procedures, the School's performance assessment will be conducted as follows:

4.1 **Annual Review and Corrective Action regarding Unsatisfactory Performance.** The Commission shall conduct an evaluation of the School each year of this Charter Contract term according to the requirements of the Charter Schools Act, Commission Rule, PEC Procedures, and the evaluation criteria set forth in the Performance Framework. (§22-8B-12(E), NMSA 1978, and 6.2.9.12 and 13 NMAC) and the provisions of this Charter Contract.

4.1.1 **Annual Site Visit.** The Commission will conduct an annual site visit required by the Charter Schools Act (§22-8B-12(E), NMSA 1978) using a Commission-approved annual site visit protocol that is adopted pursuant to PEC procedures and consistent with the Commission Rule. In conducting the annual site visit and development of the phase 1 annual report as defined in the Commission Rule, the CSD, as staff for the Commission, and the School will provide the required documentation, and adhere to the procedures, timelines and notice requirements set forth in the Commission Rule (6.2.9.7.(W.) and (Y.), 6.2.9.12.(A.), (B.) and (C.)(1) and (2) NMAC).

4.1.2 **Annual Assessment.** The annual assessment will be conducted pursuant to the Commission Rule (6.2.9.12.(C.)(3), (4), (D.) and (E.) NMAC) through the following:

A. An assessment of educational programming of the School set forth in Section 3 above and the performance indicators and performance targets negotiated between the Parties and set forth in the Performance Framework;

B. An evaluation conducted during the annual site visit, as evaluated through the CSD's review and the School's response to any such review or annual site visit;

⁸ All discretionary waivers are identified in Exhibit C as may be amended by submitting a revised Exhibit C.

C. Through the final annual report provided to, and accepted by, the Commission, including CSD's findings and recommendations related to an annual report notice and the School's response related to the annual report and recommendations; and

D. Through annual report notices provided by the Commission.

4.1.3 Correction of Unsatisfactory Performance. The School will correct unsatisfactory performance by taking such action as authorized by the Commission in the Commission Rule (6.2.9.13 NMAC) or otherwise established by the Commission in specific direction to the School.

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

4.3 Evaluation of the Performance Framework and Conditions. The School shall maintain records that evidence compliance with its obligations under the Charter Contract, including the Performance Framework and any conditions imposed. The data shall be reported on the monitoring documents referenced in Sections 2.1 and 3.2 above.

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

4.5 Renewal. Within the time period established by the Charter Schools Act and pursuant to 6.2.9.15 NMAC, the Governing Body may submit a renewal application to the Commission on forms approved by the Commission pursuant to the Commission Rule. The application shall include all information required by law. Legal grounds for nonrenewal are articulated in §22-8B-12(K) NMSA 1978 of the Charter Schools Act. The Commission shall follow the procedures and requirements of the Commission Rule before voting to deny renewal or before imposing conditions on renewal of a Charter Contract.

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

4.7 Written Decision. If the Commission revokes, does not renew or renews with conditions, it shall state in writing its reasons and legal grounds for its actions established at the hearing on the matter and comply with any requirements set forth in the Commission Rule and Department Rule.

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

SECTION 5: ROLE AND RESPONSIBILITIES OF THE COMMISSION

The Commission, as the Chartering Authority, shall take the following action.

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

5.2 Timely Response to Submissions. The Commission shall evaluate all submissions by the Governing Body or School, including amendment requests, and act in accordance with this Charter Contract, the Charter Schools Act, the Commission Rule, and the PEC Procedures on each submission or request.

5.3 Commission Use of Withheld Funds. Pursuant to § 22-8B-9 (B)(8) NMSA 1978, the Commission will use the withheld funds of the school-generated program cost and provide details of how the funds are used as follows:

By June 30 for each year of the term of this Charter Contract, the Commission shall direct the CSD to post to the Commission Website an oversight and expenditure budget estimate for the upcoming year using the monies withheld from the budgets of the charter schools authorized by the Commission.

Pursuant to § 22-8B-13 NMSA 1978, CSD may withhold and use up to two percent of the school-generated program cost for its administrative support of a charter school.

SECTION 6: ROLE AND RESPONSIBILITIES OF THE GOVERNING BODY

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

6.2. Governing Body Membership requirements. The Governing Body shall consist of no fewer than five members, and the Governing Body will require each member to comply with training requirements consistent with law.

6.3 Board of Finance Designation.

6.3.1 Required Information. The Governing Body shall, at all times, be qualified and designated to act as a board of finance as contemplated by §22-8-38(B), NMSA 1978 and Department Rule, 60.8.4.16 NMAC and shall complete and keep current documents as required by PEC Procedures.⁹

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

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

SECTION 7: INTERACTIONS BETWEEN THE PARTIES.

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

7.2 Commission access to School records. The School shall provide information as may be reasonably requested by the Commission upon reasonable notice, which shall be no sooner than 10 days unless exigent circumstances exist. The Commission shall direct CSD to first attempt to obtain the information sought from the Department if the Department maintains the data through reporting platforms, including but not limited to, OMBS and STARS. The Commission will utilize classroom or school-level data when possible, will be provided with redacted student-level information if student-level data is reported and will only be provided with students' personally identifiable information consistent with the requirements of the Family Education Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99). The Commission and CSD shall meet all requirements of 34 CFR Part 99.31 before and after accessing student personally identifiable information.

7.3 Records.

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

⁹ See Section 2.2 above.

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

7.3.3 Notice of Violation of Law. The School shall

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

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

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

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

SECTION 8: STANDARD TERMS

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

School:	New Mexico Public Education Commission:
Head Administrator	Chair of the Public Education Commission
Governing Body Chair	New Mexico Public Education Commission
	300 Don Gaspar Santa Fe, NM 87505
At the email addresses provided by the School to the CSD for the CSD-maintained school directory.	At the email address of the Chair of the Public Education Commission as listed on the Commission Website with a copy to: charter.schools@ped.nm.gov

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

8.3 Amendments.

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

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

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

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

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

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

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

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

8.7.1 Scope. Except as otherwise provided herein, if either Party has a dispute regarding interpretation or implementation of a Charter Contract provision, that Party shall present the dispute to the other Party in writing. The following shall not be subject to this dispute resolution provision:

A. Interpretation of state or federal statute, regulation, or policies applicable to the Charter Contract, the School or Commission,

B. a CSD recommendation(s), or

C. a Commission's authorizing decision(s) under the Charter Schools Act.

8.7.2 Notice of Dispute: Notice must be provided in writing that a dispute exists within 30 days from the date the dispute arises ("Notice of Dispute"). The Notice of the Dispute must describe the dispute and provide:

A. the Charter Contract provision at issue,

B. the specific reasons the Party contends the other Party's Implementation or Interpretation of the Charter Contract provision is in error,

C. a statement of the facts giving rise to the dispute,

D. documents supporting that Party's position

E. a desired resolution including specific language to clarify the Charter Contract, and

F. the names of proposed neutral mediators, along with a description of the qualification of the mediator and each person's availability within a 30-day time period to hear the dispute. The mediator shall not be an employee of the Department.

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

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

A. Accept the proposal or propose an alternative solution to cure the dispute, including specific language to clarify the Charter Contract;

B. Propose informal discussions to resolve the matter; and/or

C. Accept or reject the proposed mediator. If the proposed mediator is not acceptable, an alternative name of a mediator, along with a description of the qualification of the mediator and that person's availability within a 30-day time period to hear the dispute. The mediator shall not be an employee of the Department.

8.7.5 Appointment of a Mediator and Mediation.

A. Within five days of the written response, the Parties shall select a mutually acceptable mediator.

B. If no mutually acceptable mediator has been selected within five days, the Parties will jointly request that, within 15 days of the Parties' request, the Secretary identify an available, qualified and willing mediator. The mediator shall not be an employee of the Department.

C. The Parties shall jointly retain the mediator and agree on a mutually-agreed upon date and time for the mediation. The mediation shall be no later than 30 days from the date that the mediator is selected unless extenuating circumstances exist. The Parties agree to mediate the dispute in good faith.

8.7.6 Resolution and payment.

A. Any proposed agreement reached in mediation must be memorialized in writing and presented to, and approved by, the Commission and the Governing Body during public meetings of those bodies prior to it being considered a binding agreement between the Parties. If either Party makes a change to the proposed agreement, the change must be approved by both entities.

B. If the written agreement includes a modification of the contract, the written agreement shall then constitute an amendment to the Charter Contract and shall be added to the Charter Contract documentation.

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

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

Governing Body of New Mexico Connections Academy

Executed this 9th day of June, 2023.

By Charter Representative:

Mark Boltano 6/9/2023
Mark Boltano, President of New Mexico Connections Academy's Governing Council

New Mexico Public Education Commission

Executed this 23 day of June, 2023.

Alan Brainer
Alan Lee Brainer Jr., Chair of Public Education Commission

6/23/2023

New Mexico Public Education Commission



(Titles are hyperlinks, click to go to document)

Performance Framework

Academic

School specific/mission specific goal

Organizational

Financial

New Mexico Public Education Commission



New Mexico Public Education Commission
Charter Performance Review and Accountability System
NEW MEXICO CONNECTIONS ACADEMY (NMCA)
2023-2028

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Introduction

Through charter schools, the Public Education Commission (“PEC”) as Chartering Authority seeks to provide families with effective, quality educational options.

The PEC is responsible for setting and implementing chartering policies that are consistent with New Mexico charter school law, charter agreements established with schools, and nationally recognized principles and standards for quality charter authorizing. The PEC, through its authorized representative(s), will carry out the data collection and monitoring activities described in the Performance Review and Accountability System.

The New Mexico Charter Schools Act purpose:

The Charter Schools Act ... is enacted to enable individual schools to structure their educational curriculum to encourage the use of different and innovative teaching methods that are based on reliable research and effective practices or have been replicated successfully in schools with diverse characteristics; to allow the development of different and innovative forms of measuring student learning and achievement; to address the needs of all students, including those determined to be at risk; to create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site; to improve student achievement; to provide parents and students with an educational alternative to create new, innovative and more flexible ways of educating children within the public school system; to encourage parental and community involvement in the public school system; to develop and use site-based budgeting; and to hold charter schools accountable for meeting the department's educational standards and fiscal requirements. (§22-8B-3 NMSA 1978 *et seq.*)

Performance Review and Accountability System Objectives

The PEC seeks to establish a Performance Review and Accountability System that strikes the appropriate balance between charter school autonomy and chartering authority intervention. The Performance Review and Accountability System is an adaptive tool subject to continuous review and improvement so that the students in New Mexico’s public charter schools are effectively served.

The PEC invites New Mexico’s charter schools to be partners in the development and continuous improvement of this Performance Review and Accountability System.

The PEC is committed to providing clear expectations about charter school performance and chartering authority oversight activities. The PEC objectives for charter school performance review and accountability include:

- Provide clarity about the process and timeline for collecting performance framework data

- Streamline data collection and decrease the burden on NM charter schools
- Consider overall school academic performance across a range of different indicators, including optional, unique, school-identified measures for evaluating mission-specific goals
- Ensure all data and evidence can be reliably and accurately collected and measures can be reliably and accurately evaluated
- Establish financial metrics that provide clarity about the financial health of charter schools
- Establish clear policies and procedures for how performance frameworks inform the PEC actions and decisions, including a range of interventions that the PEC will take in response to charter school under performance
- Provide annual performance reports that are publicly available to families and schools

Appendix A: Academic, Organizational, and Financial Performance Framework

The PEC Charter School Performance Framework sets the academic, fiscal, and organizational standards by which the PEC-authorized public charter schools will be evaluated, informing the PEC and charter school about the school's performance and sustainability. The Performance Framework consists of three separate, free-standing frameworks. Performance under these three separate frameworks does not get rolled up into one overall evaluation. No one document necessarily carries more weight than any other.

Academic Framework: The academic framework includes measures that allow the PEC to evaluate the school's academic performance and assess whether the academic program is a success and whether the charter school is implementing its academic program effectively. The framework includes measures to evaluate student proficiency, student academic growth, achievement gaps in both proficiency and growth between student subgroups, and for high schools, post-secondary readiness, and graduation rate. The framework also includes unique, school-identified measures for evaluating mission-specific goals. These goals must be approved by the PEC to ensure quality and rigor of proposed indicators and that the indicators are consistent with the purposes of the Charter Schools Act.

Organizational Framework: The Organizational Framework primarily lists the responsibilities and duties that charter schools are required to meet through state and federal laws. The organizational framework is the primary focus of the annual school visit process. It was developed pursuant to the New Mexico Charter Schools Act and includes indicators, criteria statements, and metrics related to schools' educational program, financial management, governing body performance, school environment, and employee and student policies, including compliance with all applicable laws, rules, policies, and terms of the charter contract. For each indicator a school receives one of three ratings: "Meets Standard," "Working to Meet Standard" and "Does Not Meet Standard". Indicator ratings are assigned based on evidence that the school is meeting the criteria statement(s).

Based on performance across the organizational indicators and measures, schools receive an overall organizational rating that is used by the PEC in annual monitoring and renewal decisions. The overall rating will be either "Meets Standard" or "Does Not Meet Standard" based on cumulative performance on the organizational indicators. A school will only receive an

overall rating of “Does Not Meet Standard” if the school receives “Does Not Meet Standard” ratings for three more indicators.

Financial Framework: The financial framework is used to evaluate whether the school is meeting financial performance expectations for purposes of annual evaluations and renewal decisions.

Academic Performance Framework

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

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

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

Description of Academic Framework Indicators and Measures

Indicator 1: Student Academic Performance: Components from NM System of School Support and Accountability The State scoring will be used to score this indicator, including allocation of points for each subpart and for total scoring assigned to the school by the State.	
Measure	Description
1.1 Math and Reading Proficiency	Math and Reading Proficiency (percentage of students who are proficient on state assessments in math and reading).
1.2 English Learner Progress Toward English Language Proficiency	English learner progress toward English language proficiency (measured by the WIDA ACCESS assessment of English learners).
1.3 Science Proficiency	Science proficiency (percentage of students who are proficient on state assessments in science).
1.4 Growth of Highest-Performing Students (Q4)	These growth measures are calculated separately for three student subgroups. The three student subgroups are the lowest-performing students (lowest 25%), the middle-performing students (middle 50%) and the highest-performing students (highest 25%).
1.5 Growth of Middle performing students (Q2/3)	
1.6 Growth of Lowest-Performing Students (Q1)	

Measure	Description
1.7 Graduation Rate	<p>The graduation measure includes 4-year, 5-year, and 6-year cohort graduation rates.</p> <p>Graduation rates are one-year lagged, meaning that rates published in the school report are for the cohort that graduated by August 1 of the prior year. Rates are calculated for 4-, 5- and 6- year graduates. Calculation of 4-year, 5-year, and 6-year cohort graduation rates uses the Shared Accountability method, which gives each school in which the student was enrolled in high school proportional credit for their timely or lack of timely graduation. For schools that qualify as SAM schools, an auxiliary graduation rate is computed using a senior completer method which includes only 12th grade students who are not members of the 4-year cohort.</p>
1.8 Growth in 4-year Graduation Rate	<p>Improvement in the 4-year graduation rate is based on the slope of the 4-year graduation rates for the past three years.</p> <p>For schools that have a 4-year graduation rate that is over 90%, all points are awarded for graduation growth.</p>
1.9 Career and College Readiness	<p>College and Career Readiness (CCR) scores are determined by the percentage of the prior year 4-year graduation cohort members who show evidence of participating in college or career preparation, along with the proportion of those students meeting a benchmark. This indicator is also one-year lagged and calculated using the shared accountability model.</p> <p>High school students are expected to participate in at least one college or career readiness program:</p> <ol style="list-style-type: none"> 1) College entrance exams (Accuplacer, ACT, ACT Aspire, Compass, PLAN, PSAT, SAT, or SAT Subject Test); 2) Evidence that the student can pass a college-level course (Advanced Placement, Dual Credit, or IB); or 3) Eligibility for an industry-recognized certification (Career Technical Education). <p>Points are given separately for students' participation and for their success in achieving targets.</p> <p>SAM schools are allowed use of additional indicators including ASVAB, WorkKeys, and TABE.</p>
1.10 Chronic Absenteeism	<p>Schools earn points based on the percentage of students who were not chronically absent. A chronically absent student is one who was absent from school for any reason for at least 10 percent of the days enrolled.</p>
1.11 Educational Climate Survey, Multicultural Initiatives, and Socio-emotional Learning (SEL)	<p>The Educational Climate survey measures the extent to which classroom teachers demonstrate instructional practices known to facilitate student learning. Students answer survey questions on topics such as classroom teaching and expectations of students.</p>

Indicator 2: Subgroup Performance

Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades. Points are assigned using the State scoring allocation for each subpart, for all students statewide and for any other data required to score this section. Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, and 2.3.

Measure	Description
2.1 Subgroup Growth of Highest-Performing Students (Q4)	Students are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q4 students. (Growth categories to be amended to conform to how NM PED identifies growth categories.)
2.2 Subgroup Growth of Middle-Performing Students (Q2/3)	Schools are compared to all students statewide serving the same grade levels, based on the Growth results calculated by NM PED for Q2/3 students. (Growth categories to be amended to conform to how NM PED identifies growth categories.)
2.3 Subgroup Growth of Lowest-Performing Students (Q1)	Schools are compared to all students statewide serving the same grade levels, based on Growth results calculated by NM PED for Q1 students. (Growth categories to be amended to conform to how NM PED identifies growth categories.)
2.4 Subgroup Proficiency	Students are compared to all students statewide serving the same grade levels, based on subgroup proficiency rates for all eligible subgroups. (Growth categories to be amended to conform to how NM PED identifies growth categories.)

Indicator 3: School-Specific Goals

Additional indicators to augment external evaluation of performance, consistent with the purposes of the Charter Schools Act NMSA§22-8B-9.1(C).

Description	Points
	100

GOAL:	Students will report high self-management skills (as measured by students scoring self-management skills, on average, as "easy" or "very easy" for them) at the spring survey administration (Grades 5-12). (Based on an average of 3 or above on eleven questions. 4-Very Easy, 3-Easy, 2-Difficult, 1-Very Difficult)	
Measure Rating Category	Description of Target for Each Performance Level	Score

Exceeds Standards	75-100% of students report high self-management skills on the spring survey	100 points
Meets Standards	54-74.9% of students report high self-management skills on the spring survey	75 points
Working to Meet Standard	35-53.9% of students report high self-management skills on the spring survey	25 points
Falls Far Below Standard	0-34.9% of students report high self-management skills on the spring survey	0 points

Summary of Indicator Rating System and Assigned Points				
Schools receive up to 100 points for each academic measure. The average weighted points across the framework are used to assign the overall rating.				
Academic Indicators	Description	Assigned Points	Total Weight	
			Elem.	High
Indicator 1: Components from NM System of School Support and Accountability	Charter school performance on each of the components of the NM PED ESSA Plan	The school earns points equal to the school's overall index score from the New Mexico System of School Support and Accountability. (1-100 pts)	35%	37.5%
Indicator 2: Subgroup Performance	Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades.	Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, 2.3, and 2.4. (1-100 points)	30%	25%

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

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

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

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

Meets Standard:

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

Working to Meet Standard:

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

Does Not Meet Standard:

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

Schools receive an overall organizational performance rating of either "Meets Standard", "Working to Meet Standard" or "Does Not Meet Standard". If a school receives "Does Not Meet Standard" ratings for three or more indicators, the school will receive an overall organizational framework rating of "Does Not Meet Standard". Fewer than three such ratings will result in an overall rating of "Meets Standard." In addition, if a school receives a "Does Not Meet Standard", on any indicator, the CSD and the PEC may conduct a closer review the following year on that indicator, and/or the PEC may require the school to submit a corrective action plan to specify actions and a timeline to correct the performance deficiency.

Topics and Indicators ¹	Criteria Statements	
1. EDUCATIONAL PROGRAM REQUIREMENTS		
1.a. Is the school implementing the material terms of the approved charter application as defined in the Charter Contract?	<ul style="list-style-type: none"> School's mission is being implemented. The school has documentation/evidence that it is implementing its educational programs. The school stays within its enrollment cap at all times and serves only the approved grade levels. 	
1.b. Does the school comply with state and contractual assessment requirements?	<ul style="list-style-type: none"> The school administers all required state assessments, as delineated in <i>NMSA 22-2C-4</i> The school administers all required contractual assessments (if specified in contract/performance framework). The school ensures assessment accommodations are properly administered to all eligible students. The school adheres to assessment procedures and requirements as delineated in <i>NMAC 6.10.7</i>. 	
1.c. Is the school protecting the rights of students with special needs? <i>(Note: These provisions include only students with disabilities.)</i>	<ul style="list-style-type: none"> The school is in 100% compliance with the Special Education Bureau identified indicators. <i>(34 CFR § 300.600 (a)(2) and Subsection F of 6.31.2.9 NMAC.)</i> The school has not been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year. The school has not been cited for noncompliance with applicable federal and state special education rules and regulations as the result of a state-level parental complaint during the current school year. The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint. The school has received no OCR complaints regarding students with disabilities determined to be valid and demonstrate a students' rights were violated. <i>(NMSA 22-8B-4)</i> 	

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

Topics and Indicators ¹	Criteria Statements	
1.d. Is the school protecting the rights of English Learner students?	<ul style="list-style-type: none"> • The school has no valid complaints that indicate an EL student’s or families’ rights have been violated. (<i>NMSA 22-8B-4 (A)</i>) • The school does not have a major discrepancy (>5%) between ELs identified and assessed as monitored by the Language and Culture Bureau or is able to provide appropriate documentation and explanation for such a discrepancy. • All EL students must be provided services as evidenced by STARS data reporting for services coded as 1062 (ESL) or 1063 (ELA/ELD) or must be coded as a parent refusal and have documentation to support the refusal as monitored by the Language and Culture Bureau. • The school has received no OCR complaints regarding EL students determined to be valid that demonstrate a students’ rights were violated. (<i>NMSA 22-8B-4</i>) • The school has a process for identifying, serving and assessing English Learners (may include a review of student cumulative files during site visits) to compliance with state and federal law regarding servicing English Learners. 	
1.e. Does the school comply with federal and state grant program requirements?	<ul style="list-style-type: none"> • The school meets program requirements for all PED and federal grant programs it implements and is responsive to any concerns or findings of non-compliance in accordance with grant requirements. 	
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	<ul style="list-style-type: none"> • The school has an active core team engaged in the DASH process. • The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit. <p><i>Only applicable for schools identified as TSI, CSI, or MRI or schools that are required to implement an NMDASH plan by a PEC Corrective Action Plan and schools in the bottom 40% of the state ranking by PED that are not a SAM school (either identified by PED, or identified by PED using a previous definition, as a SAM school).</i></p>	

2. GOVERNANCE AND REPORTING

2.a. Is the school complying with governance requirements?	<ul style="list-style-type: none"> ● The governing body meets membership requirements: <i>NMSA 22-8B-4; PEC policy</i> <ul style="list-style-type: none"> ○ Maintains at least 5 members ○ Complies with governance change policy ○ Notifies the PEC of board membership changes within 30 days, with complete documentation, and ○ Fills all vacancies within 45 days, or 75 days, if extension is requested by school. ● All members of the governing body complete all training requirements in accordance with established deadlines. (<i>NMAC 6.80.5.8 and 9</i>) ● The school's governing council independently oversees the school's finances according to law ● Governing council policies and procedures, minutes or other documents ensure that required financial reports are being presented to the governing council on a monthly basis ● The governing council demonstrates in board meetings that it analyzes the financial position of the school ● The charter school maintains a Board of Finance or has the capabilities to have a Board of Finance, and maintained the Board of Finance during the contract term ● The governing body has not received any OMA complaints (by the AG's office) that were evaluated and found to be verified complaints of OMA violations. (<i>NMSA 10-15-1 and 3</i>) 	
2.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> ● The school is free of nepotism concerns regarding the governing board and demonstrates compliance with nepotism statute and the school's own nepotism policy. ● The school is free of conflict-of-interest concerns and demonstrates compliance with conflict-of-interest statute and the school's own conflict of interest policy. 	
2.c. Is the school meeting reporting requirements?	<ul style="list-style-type: none"> ● The school complies with reporting deadlines from the PED, the PEC, and other state agencies. 	

3. STUDENTS AND EMPLOYEES		
3.a. Is the school protecting the rights of all students?	<ul style="list-style-type: none"> • The school has received no complaints determined to be valid that demonstrate the school's lottery, admission, and enrollment practices are unfair, discriminatory, or legally non-compliant and a review of lottery, admission, and enrollment policies demonstrates compliance with legal requirements. • The school has received no valid complaints that demonstrate the school's discipline hearings and practices are not conducted in accordance with law and due process. (<i>NMAC 6.11.2. 1, et seq.</i>) • The school has received no valid complaints that demonstrate the school fails to respect students' privacy, civil rights, and constitutional rights, including the First Amendment protections and the Establishment Clause restrictions prohibiting schools from engaging in religious instruction. • The school has received no valid complaints that demonstrate the school fails to comply with the requirements of the McKinney Vento Act and protects the rights of students in the foster care system. • The PED has a board-approved complaint policy and dispute resolution process per 6.10.3D NMAC 	
3.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?	<ul style="list-style-type: none"> • The school meets the 95% average daily attendance goal, or demonstrates successful implementation of a whole-school student attendance improvement plan. • The school maintains at least 80% retention of enrolled students from date of enrollment until the end of the school year, or students who leave prior to the end of the year are classified as graduates, completers, or have earned their GEDs. • The school has a 70% reenroll rate from one school year to the next. 	
3.c. Is the school meeting teacher and other staff credentialing requirements?	<ul style="list-style-type: none"> • All employees of the school are appropriately licensed as required by law. (<i>NMSA 22-10A-3</i>) <ul style="list-style-type: none"> • All employees hold licensure or have submitted a licensure application within 30 days of beginning employment with the school • The school employs a licensed administrator at all times • School meets the requirements of all licensure waiver plans and alternative licensure plan requirements. (<i>NMSA 22-10A</i>) • The school accurately reports all staff to the PED, as verified through site visit reviews. 	

<p>3.d. Is the school respecting employee rights?</p>	<ul style="list-style-type: none"> • The school implements an annual system for teacher evaluations and observations with timelines and evaluation criteria. • Teacher observations are documented and communicated with teachers in accordance with the school's teacher evaluation plan. • Teachers are provided evaluation report and reports are maintained in teacher personnel files. • The school maintains teacher contracts in all staff files. (<i>NMSA 22-10A-21</i>) • The school complies with the minimum teacher salaries. (<i>NMSA 22-10A-7, 10, 11</i>) • The school has no verified complaints regarding violations of teacher rights under the school personnel act, FMLA, ADA, etc. (<i>NMSA 22-10A-1 et seq.</i>) • The school implements a teacher mentorship program for novice teachers in accordance with NMSA 22.10A-9. 	
<p>3.e. Is the school completing required background checks and reporting ethical violations?</p>	<ul style="list-style-type: none"> • The school maintains legally compliant background checks in all staff files including evidence of background checks for substitutes, all contracted service providers, and anyone with unsupervised access to students. (<i>NMSA 22-10A-5</i>) • The school reports incidents of violations of teacher/licensed staff ethical rules or criminal convictions to the PED pursuant to the School Personnel Act. (<i>NMAC 6.60.8.8 and NMSA 22-10A-5</i>) 	
<p>4. SCHOOL ENVIRONMENT</p>		
<p>4.a. Is the school complying with facilities requirements?</p>	<ul style="list-style-type: none"> • The school meets PSFA occupancy, NMCI and ownership requirements. (<i>NMSA 22-8B-4.</i>) • The school has an e-occupancy certificate. • The school has PSFA letter verifying condition index. • The school notifies the PEC prior to any change in facilities. • There are no verified complaints that demonstrate buildings, grounds or facilities do not provide a safe and orderly environment for public use. (<i>Subsection P of 6.29.1.9 NMAC</i>) <ul style="list-style-type: none"> - safe, healthy, orderly, clean and in good repair - in compliance with the Americans with Disabilities Act-Part III and state fire marshal regulations, Sections 59A-52-1 through 59A-52-25 NMSA 1978 - Written records of pesticide applications will be kept for three years at each school site and be available upon request to parents, guardians, students, teachers and staff. 	

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

Financial Performance Framework

Topics and Indicators ²	Criteria Statements	
5. FINANCIAL MANAGEMENT AND OVERSIGHT		
5.a. Is the school meeting financial reporting and compliance requirements?	<ul style="list-style-type: none"> The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines. <i>(NMSA 22-8-6.1 and 10.)</i> The school submits quarterly (or monthly) reports according to PEDs established deadlines and without frequent, repeated errors. All required reports are posted to the school's website. <i>(NMSA 22-8-6.1 and 10)</i> 	
5.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> Was there a finding in the school's last audit opinion that the school violated GAAP? 	
5.c. Is the school responsive to audit findings?	<ul style="list-style-type: none"> The school's last audit is devoid of any multi-year repeat findings. 	
5.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> The school expends at least 99% of grant funds for all accounts without reversion and submits expenditures that are allowable with at least 90% aligned to the specific categories in the grant application budget. 	

²Financial indicators were previously 2.a-f in the combined Organizational-Financial Performance Framework.

Topics and Indicators ²	Criteria Statements	
5.e. Is the school adequately staffed to ensure proper fiscal management?	<ul style="list-style-type: none"> • The school has a licensed business manager at all times during the school year and demonstrates stability in this position (no more than 1 change within a year). • The school has a certified State Procurement Officer and all changes are reported to the State Purchasing Agent in accordance with deadlines. <i>(NMSA 13-1-95.2)</i> • The governing council's audit committee and finance subcommittee are properly constituted and meet as required. <i>(NMSA 22-8-12.3)</i> 	
5.f. Is the school meeting their obligations timely and with appropriate internal controls?	<ul style="list-style-type: none"> • The school has no validated issues related to bills, invoices, or other liabilities being paid in a timely fashion or without appropriate controls. 	

New Mexico Public Education Commission



Board of Finance designation

NEW MEXICO PUBLIC EDUCATION COMMISSION BOARD OF FINANCE DESIGNATION

The governing body of NEW MEXICO CONNECTIONS ACADEMY CHARTER SCHOOL has maintained the following:

- An affidavit of a business manager and a copy of the business manager's license.
- A statement signed by all the current governing body members that they agree to consult with the Public Education Department
- An affidavit from each current governing body member that they are not currently a member of any governing body of any other charter school and have never been a member of any other charter school that was suspended or failed to maintain their board of finance designation.
- A certificate of insurance that indicates that NEW MEXICO CONNECTIONS ACADEMY CHARTER SCHOOL is adequately bonded and insured.

The Public Education Commission has designated NEW MEXICO CONNECTIONS ACADEMY CHARTER SCHOOL'S governing body as a Board of Finance.

DocuSigned by:

Alan Brauer

0507F30F23204E7...

ALAN BRAUER, CHAIR, The New Mexico Public Education Commission

5/23/2023

Date Signed

New Mexico Public Education Commission



Discretionary waivers

Exhibit 1.c

Discretionary waivers

None identified

New Mexico Public Education Commission



PEC rule

Exhibit 1.d

PUBLIC EDUCATION COMMISSION STATE CHARTER SCHOOL PROCEDURES

NMAC 6.2.9

<https://www.srca.nm.gov/nmac/nmregister/xxxiv/6.2.9.html>

New Mexico Public Education Commission



Both for the school specific goal and the condition

Monitoring documents

Mission Specific Goal: Data Tracker					
School Name	New Mexico Connections Academy	Academic Year			
School Mission	The mission of New Mexico Connections Academy is to be the innovative, cutting-edge virtual school in New Mexico. Our mission is to support New Mexico students in 4th-12th grade from any part of the state to maximize their potential and meet the highest performance standards. NMCA will provide an alternative to the traditional brick-and-mortar environment for those students who desire a flexible, self-paced virtual setting. NMCA will provide a uniquely individualized learning program with a rigorous, world-class online curriculum delivered by highly qualified New Mexico-certified teachers and staff.				
GOALS					
Students will demonstrate annual proficiency or growth on self-management skills.					
MEASURE OF SUCCESS					
Name of Assessment	Social & Emotional Learning Skills Survey Items from the WCSD Social and Emotional Competency Assessment (Davidson et al., 2017)				
How often Assessed	Once per year in the Spring				
Definition of how students successfully meet the goal	1) FAY Students will report high self-management skills (as measured by students scoring self-management skills, on average, as “easy” or “very easy” for them) at the spring survey administration (Grades 5-12). (Based on an average of 3 or above on eleven questions. 4-Very Easy, 3-Easy, 2-Difficult, 1-Very Difficult) 2) To obtain a percentage, all FAY students who successfully score an average of 3 or better will be counted and then divided by all FAY students enrolled.				
@					
Exceeds	75-100% of students report high self-management skills on the spring survey				
Meets	54-74.9% of students report high self-management skills on the spring survey				
Working to Meet	35-53.9% of students report high self-management skills on the spring survey				
Does not meet	0-34.9% of students report high self-management skills on the spring survey				
Mission Specific Goal Outcomes					
Academic Year of Charter Contract		FAY Count		Number Met	Percent Met
2023-2024		1			0.0%
2024-2025		1			0.0%
2025-2026		1			0.0%
2026-2027		1			0.0%
2027-2028		1			0.0%
Outcomes					
Exceeds (100 points), meets (75 points), does not meet (25 points), falls far below (O points)					
Rating		Points			
2023-2024:					
2024-2025:					
2025_2026:					
2026-2027:					
2027-2028:					

NARRATIVE DESCRIPTION OF OUTCOME		PLAN FOR IMPROVEMENT FOR THE COMING YEAR	
2023-2024:			
2024-2025:			
2025-2026:			
2026-2027:			
2027-2028:			
Submitted by:			

Date:

(Due by June 30 of each year to CSD)

Condition Compliance Monitoring Tool

Charter Renewal Documentation showing compliance with school condition. (Complete and submit to CSD annually.)

Name of School: New Mexico Connections Academy

Renewal Term: July 1, 2023 - June 20, 2028

Renewal Condition:

The Public Education Commission (PEC) voted to renew New Mexico Connections Academy for a five-year term from July 1, 2023 to June 30, 2028 with a condition that:

- 1. Prior to contract negotiations for the school, the school study the cause of the low graduation rate; and*
- 2. The school develop a plan, including targets, for improving the graduation outcomes that begins at the start of the contract term and continues for the term of the charter.*

Condition 1-- Has been met and resulted in the plan listed below.

Condition 2—Plan for Improving NMCA Graduation Rates

Our Plan to improve NMCA Graduation Rates focuses on our processes of ensuring our WD data in STARS is accurate for each cohort. These processes focus on successfully tracking students after they withdraw from NMCA. The condition is met by the actions taken on the following pages (2-5 below).

We will work towards a 5% increase in the NMPED reported graduation cohort rate each year. The graduation rate for the year prior to the start of the charter term was 43% (for '20-'21.) This will inform our progress, but meeting the 5% increase is not a requirement for satisfying the condition.

Graduation rate	Percentage increase from previous year
22-23 graduation data reported in '24: ____	
23-24 graduation data reported in '25: ____	
24-25 graduation data reported in '26: ____	
25-26 graduation data reported in '27: ____	

To satisfy the condition, the school will take the following action:

Year of Contract	Improvement Actions Persons responsible	Report Date	Actions taken: (include information from each year of the charter and dates to show progress)	Changes to be implemented based on review
2023-2024 Action 1	<p>Continue to utilize NMCA multi step tracking process of withdrawn students to verify next location for these students.</p> <p>Review tracking progress quarterly to ensure our processes are effective and efficient.</p> <p><u>Persons responsible:</u> HS Principal Executive Director</p>	June 30, 2024		
2023-2024 Action 2	<p>Utilize the PED spring of the Drop out data collection system (DDCS) and the PED Fall Grad cohort portal clean up window to correct any cohort data in STARS. (Spring-PED Drop out Data collection system Fall - PED Grad Cohort Portal)</p> <p><u>Persons responsible:</u> HS Principal</p>	June 30, 2024		

Year of Contract	Improvement Actions Persons responsible	Report Date	Actions taken: (include information from each year of the charter and dates to show progress)	Changes to be implemented based on review
	Executive Director			
2023-2024 Action 3	<p>In the fall, Identify all students who have the possibility of graduating in the spring, including any students who may be behind in credits but can potentially graduate in the spring.</p> <p>Continue supports including, advisor, grade level counselor and interventionists to support current students to graduate on time.</p> <p><u>Persons Responsible:</u> HS Principal, Executive Director, advisors, counselors and interventionists</p>	June 30, 2024		

Year of Contract	Improvement Actions Persons responsible	Report Date	Actions taken: (include information from each year of the charter and dates to show progress)	Changes to be implemented based on review
Action 1 2024-2025	Continue to utilize NMCA multi step tracking process of withdrawn students to verify next location for these students.	June 30, 2025		
2025-2026	Review tracking progress quarterly to ensure our processes are effective and efficient	June 30, 2026		
2026-2027	<u>Persons responsible:</u> HS Principal Executive Director	June 30, 2027		
Action 2 2024-2025	Utilize the PED spring of the Drop out data collection system (DDCS) and the PED Fall Grad cohort portal clean up window to correct any cohort data in STARS. (Spring-PED Drop out Data collection system Fall - PED Grad Cohort Portal.)	June 30, 2025		
2025-2026		June 30, 2026		
2026-2027	<u>Persons responsible:</u> HS Principal Executive Director	June 30, 2027		

Year of Contract	Improvement Actions Persons responsible	Report Date	Actions taken: (include information from each year of the charter and dates to show progress)	Changes to be implemented based on review
Action 3 2024-2025	In the fall, Identify all students who have the possibility of graduating in the spring, including any students who may be behind in credits but can potentially graduate in the spring.	June 30, 2025		
2025-2026		June 30, 2026		
2026-2027	Continue supports including, advisor, grade level counselor and interventionists to support current students to graduate on time. <u>Persons Responsible:</u> HS Principal, Executive Director, advisors, counselors and interventionists	June 30, 2027		

Charter School Executive Director or designee

Date of submittal (on or before June 30 each year of the charter term with all information from previous years and the current year included)

New Mexico Public Education Commission



School and Governing Board approval

NMCA Governing Council Meeting May 26, 2023 DRAFT follow up of actions taken

Governing Council Members Present: Mark Boitano, Paul Gessing, Letha Oman, Caz Martinez, and Jerry Schalow (via teleconference);

Governing Council Members Absent: Patrick Chavez;

Guests Present: Sandy Beery, School Staff (in person); Patty Matthews, Matthews Fox (via teleconference); Ashley Woodard, The Vigil Group (via teleconference); Josh Kitchens, Quatrice James, Gary Corkran, and Christine Banks, Pearson Virtual Schools staff (via videoconference) and Missy Nelson, Pearson Virtual Schools (in person).

Call to Order and Roll Call

Routine Business

Approval of Agenda

Public Comment

Oral Reports

School Leader Report

Update on Enrollment

Academic Success Partner (ASP) Update

Planning for School Leader Performance Review

Financial Report: Finance Committee Updates and Recommendations for

Approval

Consideration of Budget Adjustment Report (BAR): NMCA_BAR #554-000
2223-0015-I-31703– **Approved**

Consideration of Budget Adjustment Report (BAR): NMCA_BAR #554-
000-2223-0016-I-23000– **Approved**

Consideration of Budget Adjustment Report (BAR): NMCA_BAR #554-
000-2223-0017-I-24101– **Approved**

Consideration of Budget Adjustment Report (BAR): NMCA_BAR #554-
000-2223-0018-I-24189– **Approved**

Consideration of LiveSpeech Invoice for April– **Approved**

Consideration of Connections Academy of New Mexico, LLC Invoice for
April – **Approved**

Consideration of School Leader to Work with the Business Manager and
Board Treasurer to File All Necessary BARs for the 2022-2023 School Year on
Behalf of the School – **Approved**

Consideration of 2023-2024 School Year Budget Documentation

2023-2024 School Year Budget – **Approved**

2023-2024 School Year Calendar– **Approved**

2023-2024 Teacher Salary Schedules– **Approved**

Consent Items

Consideration of Minutes from the April 28, 2023 Meeting – **Approved**

Action Items - (Action May Occur)

Consideration of Charter Contract Renewal with New Mexico Public Education Commission

Consideration of NMCA Charter Contract – **Approved**

Consideration of NMCA Renewal Condition Plan – **Approved**

Consideration of NMCA Performance Framework 2023-2028 – **Approved**

Consideration of NMCA Mission Specific Goal Tracking Sheet – *No approval needed; supplementary documentation.*

Information Items

School Success Partner (SSP) Update: Pearson Virtual Schools Products, Services, and Initiatives Update – **Board wishes to invite an NMCA teacher to come before GC in July to discuss from their perspective; Ms. Banks to coordinate with Dr. Beery.**

Adjournment and Confirmation of Annual Meeting - Friday, June 23, 2023, at 10:00 a.m.

NOTES from the discussion and action taken on contract and performance framework by NMCA Governing Council on May 26, 2023.

Consideration of Charter Contract Renewal with New Mexico Public Education Commission

Ms. Matthews provided a holistic overview of documentation related to the NMCA charter contract renewal with the New Mexico Public Education Commission (NMPED), as included in the Governing Council meeting materials. She also discussed a historical review of the renewal process in New Mexico. Dr. Beery discussed the mission specific goal tracking sheet and the renewal condition plan, as included in the Governing Council meeting materials. She reviewed an upcoming meeting with the Commission, including meta-analysis of CA data prepared to present. She also discussed the renewal condition plan, noting no major changes. The Governing Council took each charter contract renewal documentation for approval individually.

Consideration of NMCA Charter Contract

There being no further discussion, Mr. Gessing made the following motion and it was seconded by Ms. Oman as follows:

RESOLVED, that the NMCA Charter Contract, as discussed, is hereby approved.

The motion passed unanimously.

Consideration of NMCA Renewal Condition Plan

There being no further discussion, Ms. Oman made the following motion and it was seconded by Mr. Gessing as follows:

RESOLVED, that the NMCA Renewal Condition Plan, as discussed, is hereby approved.

The motion passed unanimously.

Consideration of NMCA Performance Framework 2023-2028

There being no further discussion, Mr. Gessing made the following motion and it was seconded by Mr. Martinez as follows:

RESOLVED, that the NMCA Performance Framework 2023-2028, as discussed, is hereby approved.

The motion passed unanimously.

Consideration of NMCA Mission Specific Goal Tracking Sheet

Dr. Beery informed the Board that the NMCA mission specific goal tracking sheet did not need additional approval, due to its inclusion in the NMCA Performance Framework 2023-2028 action item previous.



APPROVED 7/21/2023

**New Mexico Connections Academy (NMCA)
Governing Council Annual Meeting Minutes**

DATE: June 23, 2023

TIME: 10:00 am

LOCATION: Held via teleconference due to State Precautions regarding Public Health and Safety During COVID-19 Pandemic

Dial-in: +1 888 998 2469 PIN: 69052439#

I. Call to Order and Roll Call

Mr. Boitano called the meeting to order at 10:06 am when all participants were present and able to hear each other. Mr. Boitano asked Ms. Banks to conduct a Roll Call, and advised that a quorum of the Governing Council was present to begin the meeting.

Governing Council Members Present: Mark Boitano, Paul Gessing, Letha Oman, and Caz Martinez (via teleconference);

Governing Council Members Joined During the Meeting: Jerry Schalow (via videoconference);

Governing Council Member Absent: Patrick Chavez;

Guests Present: Sandy Beery, School Leader (in person), Ashley Woodard-Storey, The Vigil Group; Josh Kitchens, Quatrice James, Gary Corkran, and Christine Banks, Pearson Virtual Schools staff (via videoconference).

II. Routine Business

a. Approval of Agenda

Mr. Boitano asked the Governing Council to review the Agenda distributed prior to the meeting. There being no changes, a motion was made by Mr. Paul and seconded by Ms. Oman as follows:

RESOLVED, that the Agenda for the June 23, 2023, New Mexico Connections Academy Annual Governing Council Meeting, as presented, is hereby approved.

A roll call vote was conducted; the motion passed unanimously.

III. Public Comment

11. Consideration of Back to School Per Night Hotel Cost

Dr. Beery reviewed the update to the per night hotel cost for back-to-school, as included in the Governing Council meeting materials. There being no further discussion, Mr. Gessing made the following motion, and it was seconded by Ms. Oman as follows:

RESOLVED, that the per night hotel cost for back-to-school, as presented, is hereby approved.

The motion passed unanimously.

12. Consideration of Additional Check Signer

Dr. Beery reviewed the additional check signer item. The Governing Council discussed current check limits in place, noting that checks with amounts of \$5,000 or more are the responsibility of the Governing Council's designee, as outlined in its internal controls policy. The Governing Council requested to review the policy at a future meeting. There being no further discussion, Mr. Schalow made the following motion, and it was seconded by Ms. Oman as follows:

RESOLVED, that the designation of adding principal of NMCA, which is currently held by Jolene Ortiz as Additional Check Signer as Jolene Ortiz, NMCA staff member, as discussed and amended, is hereby approved.

The motions passed unanimously.

V. Consent Items

Mr. Boitano asked the Governing Council members whether there were any items from the Consent Items that they wished to have moved to Action Items for discussion or tabled. The Governing Council asked that Consent Item: Consideration of Governing Council Meeting Schedule for the 2023-2024 School Year, be moved into Action Items. There being no items removed from the consent items, a motion was made by Mr. Gessing and seconded by Ms. Oman as follows:

RESOLVED, the Consent Item:

- a. Consideration of Minutes from the May 26, 2023 Meeting;
- b. Consideration of the 2023-2024 General School Handbook;
- c. Consideration of the 2023-2024 School Handbook Supplement; and
- d. Consideration of Annual Open Meetings Act Resolution; are hereby approved.

The motion passed unanimously.

VI. Action Items - (Action May Occur)

- a. Consideration of Governing Council Meeting Schedule for the 2023-2024 School Year

Dr. Beery reviewed the Governing Council meeting schedule for the 2023-2024 school year, as included in the Governing Council meeting materials. The Governing Council discussed changing the January meeting to January 26, 2024 at 10:00 am There being no further discussion, Ms. Oman made the following motion, and it was seconded by Mr. Gessing as

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS

OPEN PUBLIC MEETING

June 16, 2023

9:00 a.m.

Mabry Hall, Jerry Apodaca Education Building

300 Don Gaspar

Santa Fe, New Mexico

AND

Via Zoom Webinar

REPORTED BY: Cynthia C. Chapman, RMR-CRR, NM CCR #219

Bean & Associates, Inc.

Professional Court Reporting Service

201 Third Street, NW, Suite 1630

Albuquerque, New Mexico 87102

JOB NO.: 7866N (CC)

<p style="text-align: right;">90</p> <p>1 COMMISSIONER GIPSON: Yes. 2 COMMISSIONER BURT: Commissioner Beck. 3 COMMISSIONER BECK: Yes. 4 COMMISSIONER BURT: Commissioner Taylor. 5 COMMISSIONER TAYLOR: Yes. 6 COMMISSIONER BURT: Commissioner Ingham. 7 COMMISSIONER INGHAM: Yes. 8 COMMISSIONER BURT: And Commissioner 9 Manis. 10 COMMISSIONER MANIS: Yes. 11 COMMISSIONER BURT: All right. That 12 passes, nine-zero. 13 And this will be our second-to-last one, 14 but last for this -- until we come back. 15 So the next one is New Mexico Connections 16 Academy. The subcommittee did meet with this school 17 several times to renegotiate multiple items. 18 So there was concerns about their contract 19 renewal conditions that were negotiated and 20 renegotiated multiple times, and we feel confident 21 with where we are. 22 So it was a graduation rate condition. 23 And the school has provided specifics on how they 24 are going to increase their graduation rate and 25 provided documentation of that, year after year, for</p>	<p style="text-align: right;">92</p> <p>1 say thank you to Commissioner Manis, especially, 2 because of his statistician brain that he has, on 3 how to do that. And so it really helped us in order 4 to figure out how can we really take a look at the 5 survey and how is it accurately reflecting what the 6 school is trying to accomplish. 7 So it's a specific portion of their survey 8 that they already do that they're going to focus in 9 and hone in on and show that they're successfully 10 supporting their students in those self-management 11 skills, which we felt like, for an online school, is 12 very especially -- which the school also believes is 13 especially important for students in an online 14 learning environment. 15 We do recommend approval. 16 MS. JULIA BARNES: I just wanted to 17 clarify a little bit of the condition. You had two 18 parts to the condition. One was that the school go 19 and study what they could do in order to improve 20 their graduation rate. 21 They have presented that information, and 22 the subcommittee accepted that as complete. 23 So the condition-monitoring document 24 indicates that Part 1 is complete. 25 Then the second section is all of the</p>
<p style="text-align: right;">91</p> <p>1 their -- the duration of their contract. 2 We also negotiated their mission-specific 3 goals a couple of times. The first mission goal 4 came to us, and it was basically about kind of 5 having kids do classes. 6 And so the subcommittee really felt like 7 that wasn't quality enough for their mission, and, 8 once again, really had to push the school to get out 9 of the traditional thinking and it be more 10 thoughtful about the supports that they're providing 11 students to have them complete the classes. 12 And so their mission goal that was 13 negotiated is: "Students will report high 14 self-management skills (as measured by students 15 scoring self-management skills on average as 'easy' 16 or 'very easy' for them) at the spring survey 17 administration." 18 And this is specifically -- so the school 19 has been providing a SEL survey to students every 20 year. They are taking a portion of that survey that 21 is specific to self-management skills, and they are 22 going to make sure students are doing -- are feeling 23 like they have the support and skills to have that 24 be "easy" or "very easy" for them. 25 The scale was negotiated, which I want to</p>	<p style="text-align: right;">93</p> <p>1 actions that they're going to take that they believe 2 is going to result in a higher graduation rate. 3 I do want to just note specifically that 4 the condition was not to improve their graduation 5 rate, but to take steps to improve their graduation 6 rate. 7 And, for clarity, we've added a chart in 8 there about their graduation rate, but it's really 9 for information only. 10 There is a belief that once they studied 11 it and then they implemented what they studied, that 12 it would end up in improving the graduation rate. 13 So, Vice Chair, I don't know if you want 14 to add to that, but I just wanted to clarify that. 15 THE CHAIR: I just wanted to make sure 16 that the Commission heard the Vice Chair did say 17 that the subcommittee recommends to approve. 18 Any discussion or questions? 19 Commissioner Carrillo. 20 COMMISSIONER CARRILLO: My -- excuse me. 21 So my recollection of a lot of the discussions that 22 we had in the subcommittee related to, at least my 23 feeling, that they were setting the bar on many 24 things way too low. 25 And it was with -- you know, with all due</p>

<p style="text-align: right;">94</p> <p>1 respect to everybody at the school, honestly, I felt 2 like it was -- here we go -- it was like pulling 3 teeth to even get agreement on Exceeds Standards of 4 being 75, which I personally feel, as exceeding, is 5 pretty low. 6 And the argument was made by the school 7 that since they're, I think, already -- was it 69 or 8 70 -- 50 -- 64, was it? 69? 9 UNIDENTIFIED SPEAKER: 58. 10 COMMISSIONER CARRILLO: That if we set the 11 Exceeds too high, it was setting everybody up for 12 failure. And it's, like if you can't Exceed, you 13 can't Exceed. Then you're at Meets. That was my 14 feeling. That you're not at Exceeds. 15 And I felt very strongly that setting 16 Exceeds at 75, I just didn't feel good about it at 17 all. And I still don't. And I think that, in 18 general, in -- there's a couple of virtual schools, 19 not just this one -- we have a couple of more -- 20 that I just -- you know, I don't like the idea that 21 we make exceptions for the virtual setting the bar 22 lower. 23 No, it's just not okay with me that we do 24 that. 25 So, you know, I'm going to approve the</p>	<p style="text-align: right;">96</p> <p>1 had to read five books. I had to do 24 essays. I 2 had to do a midterm exam that was two blue books 3 with three questions, and a final exam that was four 4 blue books with three questions, the hardest course 5 I've ever taken. And it was all virtual. 6 So it can be done, and you can learn that 7 way, for sure. So I agree. We can can't lower our 8 standards just because of virtual. 9 THE CHAIR: Thank you. 10 Commissioner Gipson. 11 COMMISSIONER GIPSON: I'm just going to 12 quickly respond. 13 There was never any discussion at the 14 subcommittee that there was any -- we were looking 15 at this school differently or setting any standards 16 differently because it was a virtual school. So 17 that -- and I think we were all in concurrence -- 18 they have to abide by State academic standards. 19 They have to do the State assessment. That's in our 20 performance framework. And there's no bar that's 21 been lowered for them for that reason. 22 And they do -- we did place the graduation 23 condition on there. And they have to provide those 24 steps that they're going to undertake to hopefully 25 improve their graduation.</p>
<p style="text-align: right;">95</p> <p>1 contract and everything. There's certainly no sense 2 in not. But I just think it's something that we 3 need to take a look at in virtual schools. And I 4 know we have one coming up even for approval as a 5 new virtual school. 6 And it's like, what? You're no different 7 than anybody else. 8 Our charge is to make sure kids are 9 learning. Yeah, I want them to feel good. I want 10 them to feel safe in their environment and 11 everything else. But I also want them to learn. To 12 be able to graduate from wherever with a graduation 13 diploma isn't just, "Hey, I made it through," but 14 actually mean something in terms of achievement. 15 So there you have it. 16 THE CHAIR: Commissioner Beck, and then 17 Commissioner Gipson. 18 COMMISSIONER BECK: Yeah. Just really 19 quickly. I concur with Commissioner Carrillo on 20 that. 21 When I had to go back for 32 hours of 22 classwork to get my teaching certificate at 52 years 23 old, I took distance education classes from BYU. 24 One of them was the history of the Civil War done by 25 one of the premier professors there, all online. I</p>	<p style="text-align: right;">97</p> <p>1 And, you know, I struggle with SEL, being 2 a -- a benchmark, because it's difficult to measure. 3 But the school clearly -- the Meets is going to be a 4 challenge for them. And I think, as a subcommittee, 5 we've always set those benchmarks specific to the 6 school, whether it's a virtual school or not. And 7 we've looked at what is attainable. 8 And you do want to make a Meets somewhat 9 attainable, the Exceeds not so much. So if you look 10 at the -- just the raw numbers, it doesn't look 11 good. It doesn't. But when you consider the 12 conversation that took place with that school, this 13 is taking into consideration what that school is 14 able to do at this point in time. 15 And we're -- didn't set it so that they 16 are -- they initially were setting it so that they 17 most likely would Exceed. And those numbers did 18 change. But by percentage number, it looks like, 19 "Oh, I could never vote for a 78 percent." But, you 20 know, it is very specific to that school, and a 21 challenging population. 22 So I don't think we lowered any bar 23 because this was a virtual school. 24 THE CHAIR: Any other comments or 25 questions?</p>

<p style="text-align: right;">98</p> <p>1 Commissioner Manis.</p> <p>2 COMMISSIONER MANIS: I wasn't able to</p> <p>3 attend our last negotiations for the May 30th</p> <p>4 meeting. But I think a lot of what was discussed on</p> <p>5 the May 9th meeting was addressed from those issues.</p> <p>6 I -- personally, I would have liked to</p> <p>7 have seen the three -- the average of three be a</p> <p>8 little bit higher, because that is at 70 percent, as</p> <p>9 far as the score. I think it could have been at 75</p> <p>10 or 80 percent, at least for me, if I'm looking at</p> <p>11 the average.</p> <p>12 But I think, overall, this is better than</p> <p>13 what it was. So thank you for -- for that.</p> <p>14 THE CHAIR: All right. Commissioner</p> <p>15 Gipson.</p> <p>16 COMMISSIONER GIPSON: I move that the</p> <p>17 Public Education Commission approve the charter</p> <p>18 contract, including the condition of renewal and</p> <p>19 exhibits, including the performance framework, for</p> <p>20 New Mexico Connections Academy, identified in Agenda</p> <p>21 Item 10, for the 2023-2028 charter term.</p> <p>22 I further move that the charter contract</p> <p>23 and Board of Finance designation be signed by the</p> <p>24 Chair and the completed documents be sent to the</p> <p>25 school's governing board and posted on the PEC</p>	<p style="text-align: right;">100</p> <p>1 COMMISSIONER BURT: All right. That</p> <p>2 passes, nine-zero.</p> <p>3 THE CHAIR: Thank you. So we're going to</p> <p>4 make just a slight adjustment. If it pleases the</p> <p>5 Commission, we're going to move to Item No. 11 that</p> <p>6 also is relevant to Cottonwood Classical so we are</p> <p>7 able to take action on their Board of Finance first.</p> <p>8 And then we'll hop back up to 10-c. to take action</p> <p>9 on and discuss their contract.</p> <p>10 Is that okay with everyone?</p> <p>11 All right. So let's move to Item No. 11,</p> <p>12 Discussion and Possible Action on Board of Finances</p> <p>13 Application for Cottonwood Classical Prep School.</p> <p>14 Dr. Russell, I think you were getting</p> <p>15 ready to share, so go ahead.</p> <p>16 DR. BRIGITTE RUSSELL: Chair Brauer,</p> <p>17 Cottonwood Classical has submitted all required</p> <p>18 documents to become a Board of Finance.</p> <p>19 THE CHAIR: Ms. Barnes?</p> <p>20 MS. JULIA BARNES: There is a question</p> <p>21 about that. And that's what we've been trying to</p> <p>22 work through with the school.</p> <p>23 And I think it's administrative, but I</p> <p>24 think you need to receive the documentation.</p> <p>25 So I actually put this in the motions. I</p>
<p style="text-align: right;">99</p> <p>1 website.</p> <p>2 COMMISSIONER TAYLOR: Second.</p> <p>3 THE CHAIR: Any discussion on the motion?</p> <p>4 Seeing none, let's move to a roll-call</p> <p>5 vote.</p> <p>6 COMMISSIONER BURT: Chair Brauer.</p> <p>7 THE CHAIR: Yes.</p> <p>8 COMMISSIONER BURT: Commissioner</p> <p>9 Clahchischilliage.</p> <p>10 COMMISSIONER CLAHCHISCHILLIAGE: Yes.</p> <p>11 COMMISSIONER BURT: Commissioner Taylor.</p> <p>12 COMMISSIONER TAYLOR: Yes.</p> <p>13 COMMISSIONER BURT: Commissioner Beck.</p> <p>14 COMMISSIONER BECK: Yes.</p> <p>15 COMMISSIONER BURT: Commissioner Gipson.</p> <p>16 COMMISSIONER GIPSON: Yes.</p> <p>17 COMMISSIONER BURT: Commissioner -- or</p> <p>18 Vice Chair Burt, yes.</p> <p>19 Commissioner Ingham.</p> <p>20 COMMISSIONER INGHAM: Yes.</p> <p>21 COMMISSIONER BURT: Commissioner Carrillo.</p> <p>22 COMMISSIONER CARRILLO: Yes.</p> <p>23 COMMISSIONER BURT: And Commissioner</p> <p>24 Manis.</p> <p>25 COMMISSIONER MANIS: Yes.</p>	<p style="text-align: right;">101</p> <p>1 just dropped in the Rule. They need to have a copy</p> <p>2 of a certificate of insurance that indicates that</p> <p>3 the person who will be entrusted with handling the</p> <p>4 funds of the charter school is adequately bonded.</p> <p>5 And what typically is provided is a</p> <p>6 license for their person who does that. In this</p> <p>7 case, that has been provided recently, and we</p> <p>8 uploaded it.</p> <p>9 The second document, though, which is --</p> <p>10 this is the PED existing rule on Board of Finance --</p> <p>11 is a copy of insurance. And, typically, they upload</p> <p>12 a certificate of insurance from Poms & Associates.</p> <p>13 And if it's an independent company, then Poms & --</p> <p>14 they have a certificate of insurance for their</p> <p>15 company, and they upload that.</p> <p>16 In this case, the school has indicated</p> <p>17 that their -- that their financial person is</p> <p>18 internal and is an employee of the school. But I</p> <p>19 still think Poms & Associates is going to -- is</p> <p>20 going to provide a certificate of insurance for the</p> <p>21 school.</p> <p>22 But we don't have it. And the language in</p> <p>23 the rule is, "a copy of a certificate of insurance."</p> <p>24 So you don't have that yet, as far as I know.</p> <p>25 I'm just going to double-check with Missy.</p>