

# New Mexico Public Education Commission



Contract between

New Mexico Public Education Commission

and

Explore Academy – Rio Rancho

2022-2028, including planning year

Table of Contents (listings below are hyperlinks)

1. Contract
2. Performance Framework
  - a. Academic Performance Framework
  - b. Organizational and Financial Framework
3. Appendices

\_\_\_\_\_  
\_\_\_\_\_  
Charter Contract Between the  
New Mexico Public Education Commission  
And  
Explore Academy-Rio Rancho

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Explore Academy - Rio Rancho, (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective as of the 1st day of July 2022.

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, § 22-8B-1, *et seq.*, New Mexico Statutes Annotated, 1978, as amended and supplemented, (the "Act"), to, *inter alia*, authorize charter applications that meet the requirements of the Act, and to negotiate and execute, in good faith, charter contracts that meet the requirements of the Act with approved charter schools; and,

WHEREAS, the Commission is further authorized pursuant to the Act, to monitor charter schools' compliance with the requirements of the Act, and with the requirements of the charter and Contract for each approved charter school; and,

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

WHEREAS, the Commission approved the charter application for the School on August 19, 2022, (the "Charter") with the following two conditions:

- That each board member obtains all required training hours to be provided by the Charter Schools Division and
- That the School complete the Implementation Year Checklist, resulting in the issuance from the PEC of a Certificate to Commence Operations prior to starting operations; and,

WHEREAS, pursuant to the Act and the Charter, the Commission and the School wish to enter into this Contract in compliance with the Act, and in order to set out the performance frameworks, as that term is defined in the Act, that define the financial, academic, and operational performance indicators, measures and metrics that will guide the evaluation of the School.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Commission and the School agree:

## SECTION 1: DEFINITIONS

Capitalized terms defined in this Section 1 shall have the meaning specified in this Section 1 wherever used in this Contract, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Section 1, shall have the same meaning as stated when used in this Contract, unless the context clearly requires otherwise.

“Attendance for Success Act” means the compulsory school attendance law set out at § 22-12A-1 NMSA 1978 et seq., as amended and supplemented.

“Audit Act” means § 12-6-1 through 12-6-14, NMSA 1978, as amended and supplemented.

“Chair” means the chairperson of the Commission, as elected by the members of the Commission, pursuant to the Act, from time to time.

“Charter Representative(s)” means Governing Board Chair of the School and the Chair of the Public Education Commission as the person(s) authorized to sign the Contract, and other documents, on behalf of the School, and to legally bind the School to the Contract and other documents as required under the Act.

“Comprehensive Educational Program” means an educational program that meets Department academic standards as identified in this contract.

“Corrective Action Plan” means a plan developed by the School and submitted to the Commission to remedy operational, or financial violations or problems.

“Criminal Offender Employment Act” means the criminal offender employment act set out at § 28-2-1, *et seq.*, NMSA 1978, as amended and supplemented.

“Days” means calendar days.

“Department” means the Public Education Department of the State of New Mexico, and its successors.

“Division” means the Charter Schools Division of the Department, and its successors.

“Effective Date” means the effective date of this Contract, which is July 1, 2022.

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

“Governing Body” means the governing body of the School, and any successor thereto.

“Head Administrator” means a Charter Representative, as defined herein, who is also a licensed school administrator.

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

“Mission” means the educational and pedagogical mission of the School, as set out in Section 4.1 herein.

“NMAC” means the New Mexico Administrative Code, as amended and supplemented from time to time.

“NMSA, 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

“Procurement Code” means §13-1-101, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

“Public School Finance Code” means § 22-8-1, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

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

“Secretary” means the Secretary of the Department, and his or her duly appointed successors.

“State” means the State of New Mexico.

“Term” means the term of this Contract, as set forth in Section 3, herein.

## SECTION 2: SCOPE

1. This Charter Contract is entered into between the School and the Commission for the purpose of establishing a charter school to operate at the site(s) listed in Section 4.10. of this Contract with the following four conditions:

- i. That the parties amend this Contract to utilize a new Performance Framework within 60 days of adoption of that new Performance Framework that is adopted by the Commission by May 2023;
- ii. That the parties amend this Contract to utilize a new form of Contract within

60 days of adoption of that new Contract that is adopted by the Commission by May 2023;

- iii. That each board member obtain all required training hours to be provided by the Charter Schools Division and
- iv. That the School complete the Implementation Year Checklist, resulting in the issuance from the PEC of a Certificate to Commence Operations prior to starting operations.

If a new Performance Framework and/or new contract is approved after May 2023, the school will have the option to move to either new document.

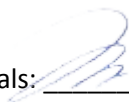
- 2. The person authorized to sign and act on behalf of the Commission is the Chair, or such person as the Chair may lawfully designate from time to time.

The person(s) authorized to sign on behalf of the Charter School is/are the Charter Representative(s). The Charter Representative(s) affirm(s) as a condition of this Charter, that he/she is (one of) the above-described representative(s) of the Charter School and has the authority to enter into this Charter on behalf of the Charter School.

- i. The Charter School must maintain one or more Charter Representative(s), including one Charter Representative who is a Head Administrator, and provide contact information to the Commission within 30 days of the change of a Charter Representative(s).
  - ii. The Commission shall direct all communication with regard to the Charter and the Contract to the Charter Representative(s).
  - iii. The Charter Representative(s) shall respond to written communication from the Commission within the timeframe specified in the communication, which shall be no less than three business days absent exigent circumstance.
- 3. The Charter School is a public entity of the State of New Mexico, subject to all laws and regulations applicable to public entities.

### SECTION 3: TERM

- 1. This Contract is in effect until June 30, 2028, and includes a planning year and five years of operation as a charter school. The Contract will not automatically be renewed or extended; the Contract may be renewed by the Commission upon timely application by the School pursuant to the Act, and upon such terms and conditions as the Commission deems appropriate under the Act.



#### SECTION 4: REPRESENTATIONS, COVENANTS, AND WARRANTIES

1. **Purpose:** The School shall operate a public school consistent with the terms of the Charter and the Contract, and all applicable laws; shall achieve student outcomes according to the educational standards established by law, this Charter and Contract; and shall be governed and managed in a financially prudent manner.
2. **Mission:** The Charter School shall implement the mission identified below and shall report on the implementation of that mission in the manner described below.

The mission of Explore Academy - Rio Rancho is to provide all students, regardless of background, with a personalized, standards-based, educational experience through the power of student choice, allowing each student to create a personalized and engaging educational pathway in preparation for college.

- i. The Charter School shall report on the implementation of its mission in the following manner:
  - a. Annually during the performance review visit required by the Act, as evaluated through the site visit team's observations and the school's response to any such observations;
  - b. Annually through any mission specific goals identified in the School's Performance Framework, Attachment A, incorporated herein by reference; and
  - c. At renewal, in the event that the School applies to the Commission for renewal, through a narrative in the renewal application.
3. **Enrollment Cap and Authorized Grade Levels:** The School is authorized to serve no more than 1,200 students in grades K-12.
  - i. The School may make modifications as to the number of students in any particular grade, and number of students within a class to accommodate staffing decisions that are consistent with the School's programmatic needs; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.
  - ii. The School must annually, prior to beginning the annual enrollment process, establish the number of vacancies by grade level available for student enrollment in that year. That number will govern the enrollment throughout the school year.

iii. The School may not exceed the building capacity of the Facility, including staff.

**4. Partner Organization or Management Company - None**

- ~~i. The School has a legal relationship with \_\_\_\_\_ that is distinct from a relationship with a non-profit foundation described in 4.5 of this contract. The legal agreement governing the relationship between the School and \_\_\_\_\_ is included as Appendix 1.~~
- ~~ii. The legal agreement in Appendix 1 complies with all provisions of New Mexico law and the School is financially independent from \_\_\_\_\_. The School shall not make any changes to the document set out as Appendix 1, or to its legal relationship and agreements with \_\_\_\_\_ without the approval of the Commission and the Department, which approval shall not be unreasonably withheld.~~
- ~~iii. The Commission, through its designees and the Department, shall be permitted to review the legal agreement and other relevant school documents and records to determine whether the legal relationship between the School and \_\_\_\_\_ complies with all provisions of New Mexico law, and to determine that the School is financially independent from \_\_\_\_\_.~~

**5. Relationship with a Non-Profit Foundation**

- i. The School intends to enter into a lease agreement with the Explore Facilities Group - Rio Rancho, LLC, a non-profit entity, whose sole purpose is to lease facilities to charter schools. The relationship is one of landlord-tenant between Explore Facilities Group - Rio Rancho, LLC and the School. The School does not believe that the Explore Facilities Group- Rio Rancho, LLC will be identified as a component unit for auditing purposes. The School will use its best efforts to confirm that this is correct and provide information on this issue to the Commission prior to commencing operations.
- ii. If, at any time, the School is notified by an auditor that Explore Facilities Group Rio Rancho, LLC is considered to be a component unit of the School, the School must submit a contract amendment within 30 days to the Commission to list the entity as a component unit of the school.

**6. Comprehensive Educational Program of the School:** The School's educational program shall be as described below:

Explore Academy – Rio Rancho will offer:

- i. Shorter learning modules (seminars) through which students will receive concentrated instruction over a smaller subset of academic standards. At the

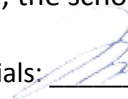
conclusion of each term, students will take exit exams in each seminar (core content and flavor) to determine whether students have reached the required proficiency levels for that seminar. The school's choice-based philosophy of education provides students the freedom to choose from a set of seminar-versions. Since seminars are often offered in various versions ("flavors"), taught by different teachers, students will have the choice in the specific theme through which they will receive the instruction over the content of those seminars. Thus, the different versions through which each seminar is offered will be unique in their focus and instructional approach, thus allowing students to choose how they want to learn the content through a set of discrete options. This extends across all core and elective (e.g. PE, art) content areas, as well as into the school's unique upper division seminars.

- ii. Students will be placed in courses based on a combination of their age and their proficiency on academic standards and, therefore, classrooms may have students of mixed grade or age levels.
- iii. Explore Academy students will have daily academic flex periods, allowing them to complete homework, collaborate, attend tutoring, pursue credit recovery, attend school meetings, visit teachers (and case managers in the case of special education students in compliance with their Individualized Education Plans, "IEPs"), and complete make-up work as needed.
- iv. The school's staff will be provided with time for professional collaboration, such as in professional learning communities, to function as a forum for the sharing of best practices/instructional strategies, data analysis from seminar/exit exams, creation/modification of future exit exams, analysis of student satisfaction data, creation/modification of future seminars, etc. This collaborative component will be essential in allowing teachers to work together, share their experiences, and streamline their efforts as they work to implement this innovative form of education.
- v. There are numerous ways in which the school will communicate with parents. The school will communicate with parents through its website and a weekly newsletter for the dissemination of general information, and as needed via phone and/or email for individual student cases (academic, behavioral, etc.). Parents will have the ability to monitor student activity and progress through the parent portal component of the school's student information system and other online platforms (such as Google Classroom or similar and monitoring software for internet and email activity).

The school intends to offer in-person instruction 100% of the time; however, will offer virtual instruction if required by the state, local, or federal government, temporarily, in the event of an emergency, or to support the needs of a specific student. If virtual instruction is provided, the school will provide students with one-to-one devices, if needed, and require students to be on-screen during instruction unless modified in a student educational plan.

**7. Governance:**

- i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, Appendix 4.
- ii. The School's Governing Body shall have at least five members at all times; the exact number/range of Governing Body Members shall be specified in the bylaws.
- iii. The School shall notify the Commission of all changes in membership within 30 days of the change.
- iv. The Charter School shall replace any member who is removed or who resigns within 45 days of such removal or resignation.
- v. No member of the Governing Body shall serve on the governing body of another charter school, unless the School has been granted a discretionary waiver from the Secretary.
- vi. All governing body members shall comply with the training requirements established in Section 6.80.5 NMAC, as amended.
- vii. The School shall notify the Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by a member of the Governing Body.
- viii. The members of the Governing Body have a duty to comply with the provisions of this Contract, all applicable laws, including, without limitation, the Act, all regulations, and reporting requirements.
- ix. The Governing Body is responsible for the policy decisions of the School; is responsible for hiring, overseeing, and terminating the Head Administrator of the School; and is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.
- x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Appendix 5.
- xi. In order to initially become qualified as a board of finance, the school shall provide:



- a. The names, home addresses, personal email addresses, and personal phone numbers of each member of the board;
  - b. A statement signed by every member of the Governing Body stating that the Governing Body agrees to consult with the Department on any matter not covered by the manual of accounting and budgeting before taking any action relating to funds held as a board of finance;
  - c. A signed affidavit from each member of the Governing Body member declaring that the member is not a member of the governing body of any other charter school, unless it has been granted a waiver by the Secretary for that purpose, and that the member was not a governing body member of another charter school that was suspended and was not reinstated, or failed to receive or maintain its board of finance designation; and
  - d. An affidavit or affidavits, signed by the School's licensed business official who will be given the responsibility of keeping the financial records of the School, describing the training completed, professional licensure held and degrees earned by him or her;
  - e. A copy of a certificate of insurance that indicates that the person who will be entrusted with handling the funds of the School is adequately bonded.
- xi. Within 30 days of the change to any member of the Governing Body or the School's licensed business official who will be given the responsibility of keeping the financial records of the charter school, the school shall resubmit all information required in Section 4. Subsection 7 xi(a)-(e) above, revised to reflect the changes in staffing or board membership.
  - xii. If at any time, the School's qualification as a board of finance is revoked by the Department, the Commission shall, at its next regularly scheduled meeting, consider whether to commence revocation proceedings to revoke the School's Charter. If the Commission decides not to revoke the charter, the School shall be required to develop and successfully implement a Corrective Action Plan to address the conditions and causes of the revocation of the School's qualification as a board of finance.

## 8. Operation:

- i. The School shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations. Appendix 6 states

the School's admission policies and procedures.

- ii. The School shall comply with all federal and state laws relating to the education of children with disabilities.
- iii. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance.
- iv. The School shall, in accordance with the Attendance for Success Act, maintain records to document daily student attendance and shall make such records available for inspection upon request of the Commission and the Department. The School shall comply with the number of overall instructional hours required by statute, based on the grade levels served, which may be verified through budget reporting.
- v. The School shall maintain student records in accordance with all other New Mexico public records retention requirements.
- vi. The School shall allow the Commission and the Department to visit each school site at any reasonable time.
- vii. The School shall allow the Commission and the Department to conduct financial, program or compliance audits and shall hold open for inspection all records, documents and files relating to any activity or program provided by the School relating to the School. All books, accounts, reports, files and other records relating to this Charter and Contract shall be subject, during normal business hours, to inspection and audit by the State for five years after termination of the Charter and the Contract.
- viii. The School shall notify the Commission and the Department within 15 days of the allegations of, or convictions for, inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by any staff member.
- ix. If the School receives federal grant funds that flow through the Department, the School shall timely submit financial and other reports required by the Department for the School's receipt of such funds.
- x. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law. All members of the Governing Body shall sign a certificate, in the form attached hereto as Appendix 7,

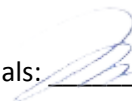
certifying their compliance with all federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools. Within 30 days of any change to the membership of the Governing Body, the School shall provide a signed certification from any new members in the form of Appendix 7.

- xi. The School shall identify the discretionary waivers the School has requested from the Secretary in Appendix 8. If the school requests from, and is granted a discretionary waiver by the Secretary at any point during the Term, the School shall file a notification within 30 days of approval from the Secretary with the Commission to amend the Contract to reflect such waiver.

9. **Use of Volunteers:** The School covenants and represents that all volunteers it allows access to its students or the Facility will comply with state regulations regarding the use of volunteers set out in Section 6.50.18 NMAC.

10. **Background Checks:** The School shall comply with the requirements of Section 22-10A-5 NMAC 1978, relating to background checks for all staff, instructors, and volunteers, in whatever capacity, working with its students or at the Facility.

- i. The School shall develop and implement policies and procedures to require background checks on an applicant who has been offered employment, and for all volunteers, contractors and contractor's employees with unsupervised access to students at the public school. The School shall comply with the Criminal Offender Employment Act.
- ii. The Head Administrator of the School shall report to the Department any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified school employee.
- iii. The Head Administrator of the School or their respective designees shall investigate all allegations of ethical misconduct about any licensed or certified school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs. If the investigation results in a finding of wrongdoing, the Head Administrator of the School shall report the identity of the licensed or certified school employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified school employee within thirty days following the separation from employment. No agreement between a departing licensed or certified school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such provision or agreement to the contrary is void and unenforceable.



11. **Sites:** The School shall provide educational services, including the delivery of in-person instruction, at the following location(s):

Explore Academy – Rio Rancho  
6090 Zenith Court NE  
Rio Rancho, NM 87144

The School shall ensure the Facilities meet the charter school facilities standards in Section 22-8B-4.2(A, C, D) NMSA 1978, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations and rules. The School shall provide the Lease(s) or Lease Purchase Agreement(s) for all facilities, which is attached to this contract as Appendix 9.

#### SECTION 5: PERFORMANCE FRAMEWORKS

1. **Performance Framework: Attachment A**, incorporated herein by reference, includes the Accountability Plan, Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Commission. These documents together set forth the academic and operational performance indicators and performance targets that will guide the Commission's evaluation of the School and the criteria, processes and procedures that the Commission will use for ongoing oversight of operational, financial and academic performance of the School.
2. **Academic Performance Indicators and Evaluation:**
  - a. The School shall:
    - i. Provide a comprehensive educational program that aligns with the state academic standards prescribed by the Department for the grades approved to operate.
    - ii. Participate in the State-required assessments as designated by the Department or the U.S. Department of Education.
    - iii. Timely report student level data for State-required assessments to the Department and report student level data from school administered assessments, as requested by the Commission or on a bi-annual basis if that data is incorporated into the Academic Performance Framework adopted by the Commission.
    - iv. Meet or make substantial progress toward achievement of the Department's standards of excellence.
    - v. Meet or make substantial progress toward achievement of the Department's

standards of excellence or the performance standards identified in the Academic Performance Framework as adopted and modified periodically by the Commission.

- b. The Academic Performance Framework adopted by the Commission allows for the inclusion of additional rigorous, valid and reliable mission specific indicators proposed by a charter school to augment external evaluations of its performance, provided that the Commission approves of the quality and rigor of such proposed indicators and the indicators are consistent with the purposes of the Act. Any such indicators will be incorporated into Attachment A.
- c. If the School fails to meet its academic performance indicators in any year it must develop, submit, and begin implementing a School Improvement Plan within 60 days of the release of the academic performance information. The School Improvement Plan will be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its annual site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving School performance.
- d. If the School does not meet the performance standards in the Performance Framework, it shall “make substantial progress” toward achievement of those standards as it is defined in the Commission’s Accountability Plan included in Attachment A.
- e. Failure to meet or make substantial progress toward meeting the performance standards shall be sufficient justification to revoke or non-renew the School’s Charter.
- f. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

**3. Organizational Performance Indicators and Evaluation:**

- a. The School shall:
  - i. Comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law.
  - ii. Timely submit all documentation, financial and other reports required by the Department or the Commission in order to evaluate the School’s compliance with applicable federal, state and local rules, regulations and statutes relating to public education.

- iii. Provide a written copy to the Commission, within 15 days of receiving a written notice of complaint filed against the School alleging violations of federal, state, or local law, regulation or rule, or a final determination from another state government division or agency, or state or federal court regarding any such complaint against the School.
  - iv. Cooperate with the Commission or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.
  - v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the Commission.
- b. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the Commission's Accountability Plan included in Attachment A.
  - c. The school may be required to develop, submit and implement a Corrective Action Plan to address deficiencies in its organizational performance. All Corrective Action Plans must be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving school performance.
  - d. Failure to meet the organizational performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
  - e. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

**4. Financial Performance Indicators and Evaluation:**

- a. The School shall:
  - i. Meet generally accepted standards of fiscal management, which shall include complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act; paying debts as they fall due or in the usual course of business; complying with all federal requirements related to federally funded programs and awards; refraining from gross incompetence or systematic and egregious mismanagement of the School's finances or financial records; and preparing and fairly presenting its financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of

internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.
  - iii. Cooperate with the Commission to enable them, or its authorized representative to conduct all auditing visits requested or required by the Commission or the Department.
  - iv. Meet the financial performance standards identified in the Financial Performance Framework as adopted and modified periodically by the Commission, or provide an adequate response to explain why the School does not meet the performance standards and demonstrate the school is a financially viable and stable organization.
- b. Failure to meet generally accepted standards of fiscal management shall be sufficient justification to revoke or non-renew the School's Charter.
  - c. The School shall have a designated licensed business official and certified procurement officer. The School shall identify the current individual designated as the certified procurement officer and contains their CPO certification in Appendix 10. The school shall notify the Commission of all changes to the designated licensed business official or certified procurement officer within 30 days.
  - d. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

**5. Chartering Authority's Duties and Liabilities:**

- a. The Commission, shall:
  - i. Evaluate all applications submitted by this charter school, including properly submitted amendment requests, and act timely on any such applications or requests;
  - ii. Monitor the performance and legal compliance of the School, in accordance with the requirements of the Act and the terms of the Charter and Contract;
  - iii. Review all relevant information to determine whether the School merits suspension, revocation or nonrenewal. All evaluation and monitoring will be

carried out using the processes and criteria established in the Accountability Plan in Attachment A;

- iv. Conduct all its activities in accordance with its chartering policies and practices, which shall be modified from time to time to be consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
  - v. Promptly notify the Governing Body of the School of unsatisfactory fiscal conduct, overall governance or student performance or legal compliance and provide reasonable opportunity for the governing body to remedy the problem; Any such notice shall be provided in accordance with the Accountability Plan as provided in Attachment A.
- b. The Commission is not required to allow the school the opportunity to remedy the problem if the unsatisfactory review warrants revocation.

#### SECTION 6: ADDITIONAL TERMS

1. **Withheld Two-Percent of Program Cost:** The Charter Schools Division of the Department may withhold and use two percent (2%) of the school-generated program cost for administrative support of the School as provided in Section 22-8B-13 NMSA 1978. These funds are to be utilized in the following manner:
  - i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:
    - a. Funding the staff to conduct work for the Division, which shall include:
      1. Conducting annual site visits and annual evaluations under the Performance Frameworks; receiving, processing, evaluating and making recommendations on new applications, amendment requests, and renewal applications; receiving, processing, and evaluating complaints; making recommendations to revoke charters, as necessary; making recommendations regarding School Improvement and Corrective Action Plans, as necessary; overseeing the closure of charter schools; and making recommendations regarding the development and implementation of authorizing policies and practices to ensure they are consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and

2. Technical assistance and support work such as providing training for new Governing Board members; providing Governing Body training; maintaining communication with the charter school field to keep them apprised of best practices, opportunities for support from Department, policy changes from the Commission; hosting other training and professional development; and developing other support materials.
  3. Funding a proportional share of the Department staff to conduct work, as determined by the Department, necessary to support the administrative oversight, approval of budget matters, capital outlay, transportation, special education, federal programs, school evaluation and accountability, annual financial audits, and T&E audits.
  4. Funding any other staff work necessary to provide professional support or data analysis to the Commission.
- b. The Commission's reasonable request for funding of any project or service to support the work of the Commission shall not be denied by the Department. The Commission's request for funding of project or service shall take budget priority over the Department's budget priorities or allocations.
  - c. The Commission shall request an annual accounting from the Department on how the two percent (2%) was utilized and shall provide the information received to the school.
- ii. New Mexico Public Education Commission: The New Mexico Public Education Commission shall utilize the funds for the following purposes:
    - a. Funding the travel and per diem expenses of Commissioners when conducting the business of the Commission.
    - b. Funding the administrative expenses of the business of the Commission
  - iii. In addition to the above listed items, the Department and the Commission shall have authority to utilize the funds for similar or related costs for administrative support of charter schools and charter school programs.

## **2. Amendments to the Charter and Changes to the School:**

- i. This Contract may be amended by mutual agreement, in writing, of the parties. Processes for submitting requests to amend, or notifications of

amendments, as amended from time to time, shall be posted on the Commission's website as an Amendment Request or Notification. The School shall not take action or implement the amendment until approved by the Commission unless the Commission's processes indicate otherwise.

- a. All amendment requests and notifications shall be submitted pursuant to the procedures developed by the Commission.
  - b. The Commission shall consider and vote on all properly submitted amendment requests and notifications within 60 days of receipt of a complete submission.
- ii. If the Parties cannot agree on an amendment to the terms of the contract, either party may appeal to the Department Secretary pursuant to Section 22-8B-9(A) and (C) NMSA 1978.

**3. Insurance:**

- i. The School shall obtain and maintain insurance in accordance with the laws of the State.
- ii. The School will participate in the Public School Insurance Authority.
- iii. Waiver of Rights: The School and its insurers providing the required coverage shall waive all rights of recovery against the State and the Commission, or the Department, their agents, officials, assignees and employees.
- iv. The School shall maintain the types and amounts of insurance liability coverage as required for public schools in New Mexico.

**4. Charter Revocation:** The Commission may at any time take action to revoke the Charter and Contract of the School.

- i. **Criteria:** Pursuant to the Act, the Commission may revoke the Charter if the Commission determines that the School:
  - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
  - b. Failed to meet or make substantial progress toward achievement of the department's standards of excellence or student performance standards identified in the Contract,
  - c. Failed to meet generally accepted standards of fiscal management,

- d. Violated any provision of law from which the School was not specifically exempted, or
- e. For a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.

ii. **Procedures and Timeline:** The Commission shall utilize the following revocation process:

- a. Notify the school at least 7 days prior to a regularly scheduled meeting that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.
- b. Issue a written Notice of Intent to Revoke the Charter within 15 days of voting to issue such a notice. The Notice shall:
  - 1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;
  - 2. Identify the date, location, and time at which a revocation hearing will be held;
  - 3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and
  - 4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.
- c. After a hearing, upon making a final revocation decision, the Commission shall issue a written decision, through the Chair, within 15 days of voting to revoke the charter stating the findings of fact and conclusions of law that support the revocation.

5. **Charter Renewal Processes:** Within the time period established by the Act, the School's Governing Body may submit a renewal application to the Commission using the Commission's renewal application form as it may be amended from time to time. The application shall include all information required by law and necessary for the Commission to determine whether renewal, non-renewal, or a conditional or short-term renewal is most appropriate.

- i. Criteria: Pursuant to the Act, the Commission may refuse to renew the Charter if the Commission determines that the school:
  - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
  - b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
  - c. Failed to meet generally accepted standards of fiscal management,
  - d. Violated any provision of law from which the School was not specifically exempted, or
  - e. For a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.
- ii. Procedures and Timeline: The Commission shall utilize the following renewal process:
  - a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile.
  - b. The Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
    - 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and
    - 2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, which shall be not less than 10 days from the date of the delivery of the recommendation.
  - c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.
  - d. Upon making a final non-renewal decision, the Commission, through

the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.

**6. Applicable Law:** The material and services provided by this School under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.

- i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:
  - a. The Contract shall take precedence over policies of either Party and the Charter; and
  - b. If a provision in the Performance Framework conflicts with a provision in the Contract, the Contract shall take precedence over the Performance Framework.
- ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
- iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form provided.
  - a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.

**7. Charter Interpretation:**

- i. Merger: This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
- ii. Waiver: Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

iii. Severability: The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.

iv. Assignment: Neither party may assign or transfer any right or interest in this Charter and Contract unless authorized by law. No assignment, transfer or delegation of any duty of the School shall be made without prior written permission of the Commission.

**8. Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the Commission, the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the School or any of its directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such School to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the School. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.

**9. Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.

**10. Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.

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

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

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

**12. Dispute Resolution:** Disputes arising out of the interpretation of this Contract shall be subject to the dispute resolution process set forth in this section. Disputes arising out of interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, or Charter renewal shall not be subject to this dispute resolution process.

- i. **Notice of Dispute:** Either party shall notify the other party in writing that a dispute exists between them within 30 days from the date the dispute arises. The notice of dispute shall identify the Paragraph of this Contract in dispute, reasons alleged for the dispute and copies of any documentation that supports the complaining party's position. If the dispute is not presented in a timely manner to the other party, the party receiving late notice may elect not to enter into mediation.
- ii. **Continuation of Contract Performance:** The School and the Commission agree that the existence and details of a dispute notwithstanding, the Parties shall continue without delay their performance of this Contract, except for any performance that may be directly affected by such dispute.
- iii. **Time limit for response to the notice and cure of the matter in dispute:** Upon receipt of a Notice of Dispute, the Chair of the Commission or the Charter Representative of the Charter School shall have 15 days to respond in writing.

- a. The written response may:

1. Propose a course of action to cure the dispute;
  2. Propose the parties enter into informal discussions to resolve the matter; or
  3. Require the parties select a neutral third party to assist in resolving the dispute.
- b. If no response is received within 15 days, the Party sending the Notice may invoke the process for selecting a neutral third party to assist in resolving the dispute.
  - c. If the written response proposed a course action or negotiations to resolve the dispute, the party sending the Notice shall respond within 15 days of receiving the response.
  - d. At any point in this informal process, either Party may, in writing, invoke the process for selecting a neutral third party to assist in resolving the dispute.

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

- a. If either Party invokes the process for selecting a neutral third party to assist in resolving the dispute, it shall include in the notice the name of a proposed mediator along with his/her qualifications.
- b. If the other Party does not agree to the proposed mediator, it shall identify an alternate mediator along with his/her qualifications within 5 business days.
- c. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days.
- d. In the event that the Parties cannot agree on a mediator the Parties shall request that the Secretary appoint a mediator. The appointed mediator shall mediate the dispute.

**v. Apportionment of all costs related to the dispute resolution process:** Each Party shall pay one-half of the reasonable fees and expenses of the mediator. 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.

**vi. Process for Final Resolution of Dispute:** If settlement of the dispute is not reached through mediation or by agreement of the Parties, the Parties shall

submit the matter to the Secretary for resolution.

**13. Non-Availability of Funds:** Every payment obligation of the State under this Charter is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter, the Commission may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the Commission, nor the State, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the Commission nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**14. Release of Funding:** A School may not receive state equalization funding until a current NMCI determination, certificate of occupancy, and occupancy permit for educational use are provided for each site listed in Section 4.10. (and each site subsequently approved by the New Mexico Public Education Commission). A School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission at initial approval and has demonstrated readiness to operate through completion of the Commission's Implementation Year Checklist. Upon request for renewal, the School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission.

**Explore Academy – Rio Rancho**

Executed this 4th day of November, 2022

By  \_\_\_\_\_

Michael Mierzejewski, Governing Board Chair

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 .

By \_\_\_\_\_

Rebekka Burt, Chair of the New Mexico Public Education Commission.

*[Attach minutes or documentation from the PEC and board meeting showing approval]*

submit the matter to the Secretary for resolution.

- 13. Non-Availability of Funds:** Every payment obligation of the State under this Charter is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter, the Commission may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the Commission, nor the State, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the Commission nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 14. Release of Funding:** A School may not receive state equalization funding until a current NMCI determination, certificate of occupancy, and occupancy permit for educational use are provided for each site listed in Section 4.10. (and each site subsequently approved by the New Mexico Public Education Commission). A School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission at initial approval and has demonstrated readiness to operate through completion of the Commission's Implementation Year Checklist. Upon request for renewal, the School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission.

**Explore Academy – Rio Rancho**

Executed this 4th day of November, 2022

By Michael Mierzejewski

Michael Mierzejewski, Governing Board Chair

**NEW MEXICO PUBLIC EDUCATION COMMISSION**

Executed this 9 day of November 2022

By Rebekka Burt

Rebekka Burt, Chair of the New Mexico Public Education Commission.

*[Attach minutes or documentation from the PEC and board meeting showing approval]*

# New Mexico Public Education Commission



## New Mexico Public Education Commission Charter Performance Review and Accountability System

Explore Academy – Rio Rancho  
2022-2028, including planning year

Form Approved by the Public Education Commission: April 8, 2022

## Table of Contents

<b>Introduction</b>	<b>2</b>
<b>Performance Review and Accountability System Objectives</b>	<b>2</b>
<b>Appendix A: Academic, Organizational, and Financial Performance Framework</b>	<b>3</b>
Academic Performance Framework	3
Organizational Performance Framework	9
Financial Performance Framework	16
<b>Annual Performance Review Activities</b>	<b>18</b>
<b>Intervention Ladder</b>	<b>19</b>

## 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’s 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 PEC-authorized public charter schools will be evaluated, informing the PEC and the 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. These measures will be scored in the manner that the Public Education Department (PED) scores the schools for both proficiency and growth under the PED accountability system approved by the U.S. Department of Education, as may be modified from time to time. The framework also includes unique, school-identified measures for evaluating school-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 final framework is used to evaluate whether the school is meeting financial performance expectations for purposes of annual evaluations and renewal decisions and are presently included in the Organizational Framework.

### **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 (either 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 specific measures and scoring come from the measures and scorings identified by the Public Education Department.

SCORED using the measures and scoring from the Public Education Department as may be changed from time to time.

The general categories are set forth below.

Measure	General Description (Informational only, using PED measures and descriptions)
Math and Reading Proficiency	Math and Reading Proficiency (percentage of students who are proficient on state assessments in math and reading).
English Learner Progress Toward English Language Proficiency	English learner progress toward English language proficiency (measured by the WIDA ACCESS assessment of English learners).
Science Proficiency	Science proficiency (percentage of students who are proficient on state assessments in science).
Growth	

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>
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. For schools that have a 4-year graduation rate that is over 90%, all points are awarded for graduation growth.</p>
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"> <li>1) College entrance exams (Accuplacer, ACT, ACT Aspire, Compass, PLAN, PSAT, SAT, or SAT Subject Test);</li> <li>2) Evidence that the student can pass a college-level course (Advanced Placement, Dual Credit, or IB); or</li> <li>3) Eligibility for an industry-recognized certification (Career Technical Education).</li> </ol> <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>
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>
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**

Components from NM System of School Support and Accountability related to growth

The specific measures and scoring come from the measures and scorings identified by the Public Education Department. The general categories are set forth below.

SCORED using the measures and scoring from the Public Education Department as may be changed from time to time.

Measure
Subgroup Growth of High- Performing Students
Subgroup Growth of At-Risk Students
Subgroup Proficiency

**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
Each indicator is scored and then the two indicators are averaged for up to 100 points	100 total points

### Mission Specific Goal(s) for Explore Academy – Rio Rancho

#### Goal #1:

<b>Mission Goal 1</b> <b>Mastery of Standards and Skills</b> <b>(mid/high; grades 6-12)</b>	<p>Students enrolled at both the 40th and 120th day in grades 6-12, will pass* at least 70% of their standards-based exit exams, which are administered at the end of each term as a measure of proficiency on each seminar's specific required standards and skills.</p> <p>*pass equals A or B for high school, A, B or C for middle school, or as indicated on the IEP</p>
Measure Rating Category	Description of Target for this Performance Level
<i>Exceeds Standard</i> <i>100 points</i>	Students, enrolled at both the 40th and 120th day in grades 6-12, will pass more than 80% of their standards-based exit exams.
<i>Meets Standard</i> <i>75 points</i>	Students, enrolled at both the 40th and 120th day in grades 6-12, will pass 70-80% of their standards-based exit exams.
<i>Does Not Meet Standard</i> <i>25 points</i>	Students, enrolled at both the 40th and 120th day in grades 6-12, will pass 50-69% of their standards-based exit exams.

<i>Falls Far Below Standard 0 points</i>	Students, enrolled at both the 40th and 120th day in grades 6-12, will pass less than 50% of the standards-based exit exams.
<b>Mission Goal 2 Student Choice (elementary)</b>	<p>Parents, answering with input from their children in grades K-5, feel positively about the class flavors (themes), demonstrated through an average answer of 4 or higher (shown as an annual average of survey results) containing metrics using a Likert 1-5 scale related to the flavor, experience, and instruction in K-5 classes.</p> <p>See sample quarterly survey titled "Goal 2 - Flavor and Teacher Feedback Survey".</p>
<b>Measure Rating Category</b>	<b>Description of Target for this Performance Level</b>
<i>Exceeds Standard 100 points</i>	91-100% of parents, answering with input from their children in grades K-5, will feel positively about the class flavors (themes).
<i>Meets Standard 75 points</i>	80-90% of parents, answering with input from their children in grades K-5, will feel positively about the class flavors (themes).
<i>Does Not Meet Standard 25 points</i>	60-79% of parents, answering with input from their children in grades K-5, will feel positively about the class flavors (themes).
<i>Falls Far Below Standard 0 points</i>	Below 60% of parents, answering with input from their children in grades K-5, will feel positively about the class flavors (themes).

### 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
<b>Indicator 1:</b> 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%
<b>Indicator 2:</b> Subgroup Performance	Subgroup measures are based on the components of the NM PED ESSA Plan related to subgroup performance.	The school earns points equal to the school's overall index score from the New Mexico System of School Support and Accountability on subgroup performance. (1-100 points)	30%	25%
<b>Indicator 3</b> 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%

## 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", 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 <sup>1</sup>	Criteria Statements	
<b>1. EDUCATIONAL PROGRAM REQUIREMENTS</b>		
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"> <li>• School's mission is being implemented.</li> <li>• The school has documentation/evidence that it is implementing its educational programs.</li> <li>• The school stays within its enrollment cap at all times and serves only the approved grade levels.</li> </ul>	
1.b. Does the school comply with state and contractual assessment requirements?	<ul style="list-style-type: none"> <li>• The school administers all required state assessments, as delineated in <i>NMSA 22-2C-4</i></li> <li>• The school administers all required contractual assessments (if specified in contract/performance framework).</li> <li>• The school ensures assessment accommodations are properly administered to all eligible students.</li> <li>• The school adheres to assessment procedures and requirements as delineated in <i>NMAC 6.10.7</i>.</li> </ul>	
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"> <li>• 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></li> <li>• The school has <b>not</b> been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year.</li> <li>• The school has <b>not</b> 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.</li> <li>• The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint.</li> <li>• The school has received no OCR complaints determined to be valid and demonstrate a student with disabilities' rights were violated. <i>(NMSA 22-8B-4)</i></li> </ul>	

<sup>1</sup> Indicator numbers have changed because the financial indicators, formerly 2.a-f, have been removed and now comprise the Financial Performance Framework.  
Charter Performance Review and Accountability System, Approved by the PEC 4.8.22

Topics and Indicators <sup>1</sup>	Criteria Statements	
1.d. Is the school protecting the rights of English Learner students?	<ul style="list-style-type: none"> <li>• 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></li> <li>• The school does not have a major discrepancy (&gt;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.</li> <li>• 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.</li> <li>• The school has received no OCR complaints determined to be valid that demonstrate an English Learner students' rights were violated. <i>(NMSA 22-8B-4)</i></li> <li>• 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.</li> </ul>	
1.e. Does the school comply with federal and state grant program requirements?	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	<ul style="list-style-type: none"> <li>• The school has an active core team engaged in the DASH process.</li> <li>• The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit.</li> </ul> <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"> <li>• The governing body meets membership requirements: <i>NMSA 22-8B-4; PEC policy</i> <ul style="list-style-type: none"> <li>○ Maintains at least 5 members</li> <li>○ Complies with governance change policy</li> <li>○ Notifies the PEC of board membership changes within 30 days, with complete documentation, and</li> <li>○ Fills all vacancies within 45 days, or 75 days, if extension is requested by school.</li> </ul> </li> <li>• All members of the governing body complete all training requirements in accordance with established deadlines. (<i>NMAC 6.80.5.8 and 9</i>)</li> <li>• The school's governing council independently oversees the school's finances according to law</li> <li>• 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</li> <li>• The governing council demonstrates in board meetings that it analyzes the financial position of the school</li> <li>• 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</li> <li>• 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>)</li> </ul>	
2.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> <li>• The school is free of nepotism concerns regarding the governing board and demonstrates compliance with nepotism statute and the school's own nepotism policy.</li> <li>• 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.</li> </ul>	
2.c. Is the school meeting reporting requirements?	<ul style="list-style-type: none"> <li>• The school complies with reporting deadlines from the PED, PEC, and other state agencies.</li> </ul>	

### 3. STUDENTS AND EMPLOYEES

<p>3.a. Is the school protecting the rights of all students?</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• 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></li> <li>• 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.</li> <li>• 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.</li> <li>• The PED has a board-approved complaint policy and dispute resolution process per <i>6.10.3D NMAC</i></li> </ul>	
<p>3.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?</p>	<ul style="list-style-type: none"> <li>• The school meets the 95% average daily attendance goal, or demonstrates successful implementation of a whole-school student attendance improvement plan.</li> <li>• 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.</li> <li>• The school has a 70% reenroll rate from one school year to the next.</li> </ul>	
<p>3.c. Is the school meeting teacher and other staff credentialing requirements?</p>	<ul style="list-style-type: none"> <li>• All employees of the school are appropriately licensed as required by law. <i>(NMSA 22-10A-3)</i></li> <li>• All employees hold licensure or have submitted a licensure application within 30 days of beginning employment with the school</li> <li>• The school employs a licensed administrator at all times</li> <li>• School meets the requirements of all licensure waiver plans and alternative licensure plan requirements. <i>(NMSA 22-10A)</i></li> <li>• The school accurately reports all staff to the PED, as verified through site visit reviews.</li> </ul>	

3.d. Is the school respecting employee rights?	<ul style="list-style-type: none"> <li>• The school implements an annual system for teacher evaluations and observations with timelines and evaluation criteria.</li> <li>• Teacher observations are documented and communicated with teachers in accordance with the school's teacher evaluation plan.</li> <li>• Teachers are provided evaluation report and reports are maintained in teacher personnel files.</li> <li>• The school maintains teacher contracts in all staff files. <i>(NMSA 22-10A-21)</i></li> <li>• The school complies with the minimum teacher salaries. <i>(NMSA 22-10A-7, 10, 11)</i></li> <li>• 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></li> <li>• The school implements a teacher mentorship program for novice teachers in accordance with <i>NMSA 22.10A-9</i>.</li> </ul>	
3.e. Is the school completing required background checks and reporting ethical violations?	<ul style="list-style-type: none"> <li>• 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></li> <li>• 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></li> </ul>	
<b>4. SCHOOL ENVIRONMENT</b>		
4.a. Is the school complying with facilities requirements?	<ul style="list-style-type: none"> <li>• The school meets PSFA occupancy, NMCI and ownership requirements. <i>(NMSA 22-8B-4.)</i></li> <li>• The school has an e-occupancy certificate.</li> <li>• The school has PSFA letter verifying condition index.</li> <li>• The school notifies the PEC prior to any change in facilities.</li> <li>• 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"> <li>- safe, healthy, orderly, clean and in good repair</li> <li>- in compliance with the Americans with Disabilities Act-Part III and state fire marshal regulations, <i>Sections 59A-52-1 through 59A-52-25 NMSA 1978</i></li> <li>- 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.</li> </ul> </li> </ul>	

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

## Financial Performance Framework

Topics and Indicators <sup>2</sup>	Criteria Statements	
<b>5. FINANCIAL MANAGEMENT AND OVERSIGHT</b>		
5.a. Is the school meeting financial reporting and compliance requirements?	<ul style="list-style-type: none"> <li>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></li> <li>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></li> </ul>	
5.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> <li>Was there a finding in the school's last audit opinion that the school violated GAAP?</li> </ul>	
5.c. Is the school responsive to audit findings?	<ul style="list-style-type: none"> <li>The school's last audit is devoid of any multi-year repeat findings.</li> </ul>	
5.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> <li>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</li> </ul>	

<sup>2</sup>Financial indicators were previously 2.a-f in the combined Organizational-Financial Performance Framework.  
Charter Performance Review and Accountability System, Approved by the PEC 4.8.22

Topics and Indicators <sup>2</sup>	Criteria Statements	
5.e. Is the school adequately staffed to ensure proper fiscal management?	<ul style="list-style-type: none"> <li>• 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).</li> <li>• 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></li> <li>• The governing council's audit committee and finance subcommittee are properly constituted and meet as required. <i>(NMSA 22-8-12.3)</i></li> </ul>	
5.f. Is the school meeting their obligations timely and with appropriate internal controls?	<ul style="list-style-type: none"> <li>• The school has no validated issues related to bills, invoices, or other liabilities being paid in a timely fashion or without appropriate controls.</li> </ul>	

## Annual Performance Review Activities

The PEC, through its authorized representative(s), evaluates schools on their ability to achieve academic goals with all students while maintaining financial and organizational health. Annual accountability activities are guided by state and federal compliance requirements as well as clear measures of academic progress that allow for a rigorous, state-aligned, fact-based evaluation of school performance.

### Charter School Data Submissions

Throughout the year, charter schools are required to submit academic, financial, and organizational data to the PEC, various PED departments, and other governmental entities.

Submissions are required for the PEC's accountability oversight and for compliance with state and federal funding and reporting requirements.

### Annual School Visits

The PEC's authorized representative(s) conduct **annual site visits** to all schools to collect data for the performance framework evaluation and provide feedback as technical assistance. Site visits may be differentiated based on school performance, including academic, financial, and organizational performance.

**New school visits** are conducted within the first 40 days after new school opening to collect data for the performance framework evaluation and to provide early feedback and intervention as technical assistance, if necessary.

**Renewal visits** are conducted during the fall of the charter school's renewal year and provide additional insights to inform the PEC charter school renewal decisions, especially for schools not meeting performance expectations.

Visits can include a combination of any of the following: file audits, classroom observations, a facility review, and staff, board, and student and family interviews.

### Annual Performance Review

The PEC's authorized representative(s) evaluate all schools against the PEC Performance Framework annually, which is comprised of academic, financial, and organizational performance metrics.

The PEC's authorized representative(s) share initial performance framework feedback and evaluations with charter school boards and administrative leaders for review and feedback.

The PEC, through its authorized representative(s), issues any Notices of Concern or Breach related to annual performance reviews.

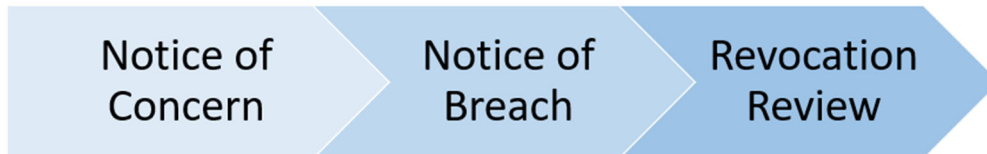
The PEC approves and publishes Annual Performance Reports for schools.

See Appendix A for the current PEC Charter School Performance Framework.

## Intervention Ladder

The PEC is responsible for holding charter schools accountable for the performance and legal compliance of charter schools under their authority. To meet this obligation, the PEC has adopted an intervention ladder to communicate concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

In the absence of evidence to the contrary, all schools are considered to be in **Good Standing**. Schools in good standing are expected to participate in routine annual accountability activities and maintain open communication with the PEC and its authorized representative(s).



### Notice of Concern

Schools may receive a Notice of Concern if the PEC and/or its authorized representative receives a verified complaint of significant concern, or if the annual performance review or site visit identifies significant questions or concerns about academic, financial, or organizational performance, such as a finding of “not meeting expectations” on an organizational indicator. The PEC’s authorized representative(s) will communicate with school leaders, parents, and any other necessary stakeholders to verify complaints.

The PEC will issue a Notice of Concern at a properly noticed public meeting. The PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of Concern, the PEC will establish expected outcomes and deadlines<sup>3</sup> that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter<sup>4</sup> in which case the deadline shall be no less than 72 hours.

Upon remedying the concern and complying with the expectations established by the PEC, the school returns to Good Standing. If the PEC’s expectations and deadlines are not met, the school progresses to the next level of the intervention ladder.

### Notice of Breach

school can receive a Notice of Breach if it fails to correct a Notice of Concern or for certain violations of law that are serious enough to justify a heightened initial response.

The PEC will issue a Notice of Breach at a properly noticed public meeting. The PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Breach at least 10 days prior to the meeting. As part of issuing a Notice of Breach, the PEC will establish expected outcomes and deadlines that must be met by the school. The

---

<sup>3</sup> Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

<sup>4</sup> An “emergency” refers to unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body.

deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter in which case the deadline shall be no less than 72 hours.

Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. The PEC's authorized representatives will monitor the school's implementation of Corrective Action and Improvement Plans, and regularly update the PEC on progress. Once the school has met the Notice of Breach requirements, they return to Good Standing. Repeated Notices of Concern or Breach may lead to increased oversight, including additional annual site visits or regular phone calls to discuss key performance indicators.

### **Revocation Review**

Failure to meet the requirements specified in the Notice of Breach, or certain violations of law that are serious enough to justify an initial heightened response, will result in a charter school Revocation Review. Schools may also be subject to the Revocation Review if they receive more than one Notice of Breach in the same school year.

The PEC will issue a Notice of Revocation Review at a properly noticed public meeting. Unless impractical, the PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC's agenda for the purposes of issuing a Notice of Revocation Review at least 10 days prior to the meeting. As part of issuing a Notice of Revocation Review, the PEC will establish the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation. The actions of the PEC's authorized representative may include additional visits to the school, an in-depth audit to assess the school's educational program, and/or financial and organizational health, or other actions appropriate to determine if a revocation hearing is appropriate.

Findings from the revocation review will be presented to the PEC at a properly noticed public meeting, at which will determine whether to issue a Notice of Intent to Revoke, which sends the school into revocation proceedings. In lieu of a Notice of Intent to Revoke, the PEC may decide to grant a Notice of Breach, or a revised Notice of Breach. A revised Notice of Breach will allow a school more time to achieve expected outcomes established in an initial Notice of Breach or adjust the expected outcomes initially established by the PEC.

In extraordinary circumstances, the PEC may forgo the process outlined above and may, with proper statutory notice, consider whether to hold a revocation hearing or hold a revocation hearing.

The table on the next page provides examples regarding triggers and evidence, and actions and consequences; however, the table shall not be considered exclusive.

Status	Triggers/Evidence	Actions/Consequences
<b>Notice of Concern</b>	<ul style="list-style-type: none"> <li>● Failure to meet performance standards represented in the performance framework.</li> <li>● Receipt of verified complaint of significant concern.</li> <li>● Evidence of not meeting performance expectations through routine monitoring or school visit.</li> <li>● Failure to comply with terms of the charter.</li> </ul>	<ul style="list-style-type: none"> <li>● Appearance before the PEC at public meeting.</li> <li>● Letter to school leader and governing board detailing areas of concern and specific outcomes and timeline for correcting the performance gap.</li> </ul>
<b>Notice of Breach</b>	<ul style="list-style-type: none"> <li>● Failure to meet objectives identified in a Notice of Concern.</li> <li>● Evidence of material or significant failure to comply with applicable laws.</li> <li>● Actions or operational deficiencies that may endanger the well-being of students and/or staff, or negatively impact the viability of the school.</li> </ul>	<ul style="list-style-type: none"> <li>● Appearance before the PEC at public meeting.</li> <li>● Letter to school leader and governing board giving notification of breach and outlining additional terms of oversight and monitoring.</li> <li>● School develops, submits, and implements a Corrective Action or Improvement Plan with specific improvements, objectives, timelines, and measures that results in correction of the breach.</li> <li>● The PEC, through authorized representative(s), monitors implementation of Corrective Action or Improvement Plan.</li> </ul>
<b>Revocation Review</b>	<ul style="list-style-type: none"> <li>● Failure to successfully meet the terms of the Corrective Action or Improvement Plan.</li> <li>● Repeated failure to meet the material terms of the charter agreement.</li> <li>● Illegal behavior, fraud, misappropriation of funds.</li> <li>● Extended pattern of failure to meet performance expectations set forth in the charter agreement.</li> <li>● Repeated failure to comply with applicable law.</li> <li>● for a charter school located on tribal land, failed to comply with ongoing consultations pursuant to the Indian Education Act.</li> </ul>	<ul style="list-style-type: none"> <li>● Appearance before the Public Education Commission at public meeting.</li> <li>● The PEC's authorized representative(s) may conduct additional site visits to the school and/or conduct an in-depth audit to assess the school's educational program, and/or financial and organizational health.</li> <li>● The PEC's authorized representative(s) review and preparation of recommendation to revoke, or not to revoke, the charter.</li> <li>● The PEC reviews recommendations and makes decision to commence or not commence revocation proceedings.</li> </ul>

## Explore Academy – Rio Rancho

### Appendix 1

#### Partner Agreement

No applicable documents

## Explore Academy – Rio Rancho

### Appendix 2

#### Foundation Agreement

If Explore Facilities Group – Rio Rancho, who will provide the facility for the school, is determined to be a component unit of the school, the school will provide the agreement with Explore Facilities Group – Rio Rancho.

## Explore Academy – Rio Rancho

### Appendix 3

#### Foundation Conflicts of Interest

If Explore Facilities Group – Rio Rancho, who will provide the facility for the school, is determined to be a component unit of the school, the school will provide conflicts of interest documentation from Explore Facilities Group – Rio Rancho.

## Explore Academy – Rio Rancho

### Appendix 4

#### Bylaws

## **ARTICLE I - EXPLORE ACADEMY: CHARTER & MISSION**

This document contains the Governing Council Bylaws of Explore Academy – Rio Rancho (referred to hereafter as Explore Academy or EA). Explore Academy is authorized directly by the State of New Mexico, under a charter contract with the PEC. Therefore, the Governing Council acts as the governing body for the school, as well as the governing Board for the Explore Academy School District.

The mission of the Explore Academy is to provide all students, regardless of background, with a personalized educational experience through the power of student choice, allowing each student to create a personalized and engaging educational pathway in preparation for college and career. The school provides students with an innovative educational system, which focuses on subject mastery, student-driven academic choice, and preparation for college, career, and life. Students are offered the opportunity to create a customized learning pathway, thereby generating student-ownership and a stronger personal motivation for success.

## **ARTICLE II - NAME OF GOVERNING BODY**

The name of the Explore Academy governing body shall be the Explore Academy – Rio Rancho Governing Council and shall be referred to herein as "Council" or "Board."

## **ARTICLE III - EQUAL OPPORTUNITY**

Explore Academy is committed to providing equal opportunity. The organization does not discriminate in the administration of its programs/activities based on race, age, religion, national origin/ancestry, sex/sexual orientation, physical or mental handicaps.

## **ARTICLE IV - GOVERNANCE AND TRAINING**

The Council is the policymaking and policy-approval body for Explore Academy. As such, the Council has a responsibility to ensure that Explore Academy operates in accordance with all applicable laws and regulations and meets its commitments to its authorizer (NMPEC) and the New Mexico Public Education Department (NMPED), as reflected in its charter. Council members should become familiar with the Explore Academy charter contract and the responsibilities involved in governing public schools. All Explore Academy Council members are required to attend annual governance training, as defined by the New Mexico Public Education Department.

## **ARTICLE V - GOVERNING COUNCIL AUTHORITY / RESPONSIBILITIES**

The Governing Council is ultimately responsible for both the success of the school, as well as setting the direction which the school should take to fulfill its mission. Under the state's Performance Framework, the Council is responsible for setting standards/objectives, monitoring progress, and providing direction/guidance in the following three areas:

- Financial Management
- Operations and Planning
- Academics & Student Achievement

The Council has entered into a charter contract with the State of New Mexico Public Education Commission. That contract dictates that the Council is responsible for the fair and uniform application of federal, state, and local laws - as well as the rules, regulations and policies which guide the school.

The Head Administrator of Explore Academy is also responsible for compliance with these laws/regulations/policies and is charged with informing and guiding the Council, regarding any changes, requirements, concerns, and/or compliance problems, which may arise in regard to the above Council responsibilities. In this regard, the Head Administrator serves as the primary source of compliance information, as well as the critical communication link with the state authorizing and regulatory agencies/commissions.

The primary powers and duties of the Council are to:

- A. Develop/approve/amend educational and operational policies, to delineate the authorities and responsibilities for the operation and management of Explore Academy.
- B. Set requirements and salary for, hire/terminate, supervise/evaluate, and monitor the Head Administrator of the Explore Academy Charter School.
- C. Charge the Head Administrator with the responsibility of implementing and complying with the charter and its requirements.
- D. Provide governance oversight for the stewardship of Explore Academy's facilities, resources, budget, and other capital assets of the school.
- E. Establish and monitor a strategic plan, goals, and global student performance.
- F. Review, approve and monitor the annual budget for Explore Academy.
- G. Acquire, lease and dispose of property, to the extent permissible by law.
- H. Engage legal counsel for Explore Academy and take all necessary steps to protect the interests of the school.
- I. Review and approve contracts/agreements/commitments, consistent with budget authority thresholds - as detailed in EA Policies.
- J. Authorize the acceptance of charitable gifts, grants, or bequests.
- K. Approve any amendment to the Explore Academy Charter, prior to seeking state approval.
- L. Review and consider recommendations submitted by the Head Administrator and other advisors/staff to the Council.
- M. Evaluate its own performance.

## **ARTICLE VI - COLLECTIVE AUTHORITY OF COUNCIL**

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

## **ARTICLE VII - COUNCIL MEMBERSHIP**

### **A. Positions and Qualifications**

Explore Academy Governing Council shall have no fewer than 5 (five), but no more than nine (9) voting members. The Council should include at least one parent, who has a child currently enrolled in Explore Academy. In general, candidates for the Council should have experience in such fields as governance, business, education, finance, law, or other fields which are beneficial to Explore Academy's mission. They should also possess interpersonal/problem-solving skills and a commitment to youth education, as well as a willingness to devote time/energy to serving on the Council.

### **B. Member Terms**

The term for all regularly elected Members shall be for a period of two (2) years. If a Council vacancy occurs before a term expires, the Council shall approve an appointment to fill the remaining portion of that term. Each Council position shall be assigned to either an even or odd year expiration. Therefore, approximately one-half of the Council positions shall expire each year. Terms will end on July 1<sup>st</sup> of each year or may extend until a replacement is approved by the Council.

### **C. Vacancies**

To identify and submit candidates for Council membership, the Council may appoint a nominating committee or may engage the search process directly. Regardless, the Council shall select/approve new members by a majority vote.

### **D. Meeting Attendance**

Council members are expected to regularly attend Council meetings. If a Council member cannot be physically present at a meeting due to an unavoidable conflict, he or she may request to attend by telephone, in accordance with the Open Meetings Act.

### **E. Removal from Council**

Individual members of the Council serve at the pleasure of the full Council. Therefore, the Council may remove and replace any member, at any time, by a majority vote of all Council members, at a regular or special meeting of the

Council. There is no appeal or recourse for removal of a Council member.

#### **F. Resignations**

Any member may resign, by giving written notice to the Council President or Secretary. A resignation shall be effective on the date it is accepted by the Council.

#### **G. Compensation**

Members of the Council shall not be compensated for their services. However, they may be compensated for expenses, per the New Mexico Mileage and Per Diem Act.

### **ARTICLE VIII - OFFICERS OF THE COUNCIL**

#### **A. The officers of the Explore Academy Governing Council shall be:**

- a. President (Chair)
- b. Vice President (Vice Chair)
- c. Secretary

The Council may, by a majority vote, create additional officers without requiring an amendment to these bylaws. When the incumbent of an office is unable to perform the duties thereof, the duties of that office shall (unless otherwise provided by the Council), be performed by the next officer set forth in the above sequence.

#### **B. Authority and Responsibilities of Officers**

Beyond the authority and responsibilities contained in the Job Descriptions for Council Officers, Council officers may not act on behalf of the Council without prior authorization and direction from the Council.

#### **C. Election and Tenure**

All officers shall be elected by a majority vote of the Council. Officers shall serve for one (1) year terms, or until their successors have been elected. Regular election of officers shall take place at the annual organizational meeting of the Council, typically held at the beginning of each school year. Any officer may be

removed from office by a majority vote of all members, at a regular or special meeting of the Council. There is no appeal or recourse for removal of an officer.

An officer may resign at any time, by giving written notice to the President or the Secretary of the Council.

#### **D. Vacancies**

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

#### **E. Summary Job Descriptions for Council Officers**

All officers of Explore Academy should have two critical sets of skills.

First: Officers should have a history of experience involving leadership, professional knowledge and problem solving. This includes clear thinking, the ability to discern critical information, and focus on the problem-at-hand.

Second: Officers should have excellent "people skills." This includes the ability to communicate clearly, to work with groups of individuals toward a common goal, and to maintain strong interpersonal relationships.

##### **a. President (GC Chair)**

- i. Presides over all meetings of the Council.
- ii. Provides leadership for finding solutions and coordinating Council efforts.
- iii. In close coordination with the Chief Administrator and Secretary, develops the agenda/meeting plans/activities/communication with Council members.
- iv. Acts as a critical resource to the Chief Administrator and Council, to act as a facilitator of information and global solutions, when requested.
- v. Acts as a resource to the Vice President and Secretary.

##### **b. Vice-President (GC Vice-Chair)**

- i. Assumes the responsibilities of the President, in his absence.
- ii. Acts as a resource to the President, Chief Administrator and Secretary.

##### **c. Secretary**

- i. Assumes the responsibilities of the other officers, in their absence.
- ii. Acts as a resource to the President, Chief Administrator and Vice-

- President.
- iii. Facilitates the recording and communication of information and activity of the Council.
- iv. Works in close coordination with the President and the Chief Administrator to develop and communicate agendas/meeting plans/activities.

## **ARTICLE IX - COMMITTEES**

### **A. Council Committees**

The Council may establish committees, which may consist of Council members and non-Council members. Committee assignments and chairs shall be determined by action of the Council, provided that at least one Council member shall serve on each committee. Standing committees of the Council shall include a Finance Committee and Audit Committee.

### **B. Committees of the Principal**

The Principal is empowered to establish committees within the school that report to the Principal. The Principal shall advise the Council about the purpose of the committees and activities affecting the school.

### **C. Committee Functions**

The function of Council committees will be fact-finding, deliberative, and advisory, rather than legislative or administrative. Committee recommendations that require school-wide policy changes must be submitted to the Council.

## **ARTICLE X - COUNCIL MEETINGS**

### **A. Regular Council Meetings**

The Council shall schedule Regular Council Meetings each month - on specific, recurring dates. The planned schedule and location for these regular meetings shall be detailed in the Council's annual resolution - to comply with the New Mexico Open Meetings Act (OMA). The Council may cancel any regular meeting it may deem to be unnecessary, such as a scheduled regular meeting during the summer months.

## **B. Special Council Meetings**

Special meetings of the Council may be called by the President or the Secretary, or by written request of at least two members of the Council. Written notice of the time, place and agenda for each special meeting shall be provided to each member and also posted on the school's website, at least three days prior to the meeting. Emergency meetings of the Council may be called only by agreement of both the President and the Chief Administrator - and only if the requirements for emergency meetings are met (as detailed in the New Mexico Open Meetings Act).

## **C. Quorum**

A quorum shall consist of a simple majority of Council members in office. If there is an even number of Council members, then a quorum shall consist of one-half or more of the currently serving members in office. When a quorum is present, any action may be taken by a majority vote of those members present, except the removal of Council members or officers. Such removal requires a majority vote (half or more) of all current Council members.

## **D. Council Agendas and Minutes**

The Council President and Chief Administrator shall set meeting agendas, in consultation with the Council Secretary. Any suggested agenda items from other sources should be submitted to the Secretary at least seven days prior to the meeting and may or may not be accepted for the agenda. Meeting agendas shall be posted on the school's website, at least three days prior to a meeting (except emergency meetings).

The events of each meeting will be recorded in the form of written minutes. This record will include the date, time, and place of the meeting, members in attendance, a brief description of business considered at the meeting, and a record of all decisions made. The Secretary shall present draft minutes for approval at the next Council meeting. Minutes will be kept on file pursuant to state record retention requirements.

## **E. Open Meetings Act**

All meetings/actions of the Council shall comply with the requirements set forth in the New Mexico Open Meetings Act (NMSA 1978 §10-15-1). On an annual basis, the Council shall review and approve an OMA Resolution, which confirms that Explore Academy will comply with the OMA and establishes the schedule for

regular meetings of the Council for the school year.

#### **F. Parliamentary Procedure**

Roberts' Rules of Order, newly revised, will govern the procedural operation of the Council and its committees, except when in conflict with applicable laws or regulations (which then prevail). The meeting Chair shall have the ability to generally apply these rules and to use discretion for flexibility, as the need arises.

#### **G. Freedom-to-Act / Indemnity**

To the extent permitted under existing law, Explore Academy shall defend, indemnify, and hold harmless present and past members of the Council, support staff and volunteers, for actions taken on behalf of Explore Academy. These protections are available for all actions taken in good-faith while serving in those roles, provided they have acted within the reasonable scope of their positions or office and that their decisions/actions are generally in-accordance with those that would be made in similar circumstances, by a reasonable person.

### **ARTICLE XI - CONFLICT OF INTEREST**

#### **A. General Principles**

It is the responsibility of all Council members to conduct themselves in accordance with the highest standards of integrity, honesty, and fair dealing to preclude any appearance of a conflict between the interests of Explore Academy and the personal interests of the members. Likewise, it is the responsibility of the Council and the Chief Administrator, to ensure that the school conducts all its business and operations impartially in accordance with all laws. All decisions and transactions shall be made with the best interests of Explore Academy as the foremost consideration.

The Council also recognizes that the ultimate success of Explore Academy depends upon the active participation, cooperation, and collaboration of all stakeholders. Sometimes, the best interests of Explore Academy may involve the creation of relationships that might create an appearance of impropriety or potential for abuse of position, if not carefully evaluated by disinterested parties.

## **B. Conflict-of-Interest Disclosure**

A conflict of interest occurs whenever a Council member permits the prospect of direct or indirect personal gain (or gain to a relative or related party) to influence judgment or actions regarding school business. Members should immediately disclose any conflict-of-interest. Each Council member shall complete an "Annual Disclosure Statement," in which any known conflict-of-interest is disclosed.

## **C. Application of Conflict-of-Interest Policy**

Members of the Council shall not knowingly engage in any activities or transactions, which are in material conflict with their duties and obligations to Explore Academy. In addition, Council members shall not conduct private business in a manner which places them at a special advantage because of their position with Explore Academy. The Council and staff of Explore Academy shall follow the laws of New Mexico, the New Mexico Procurement Act, and the New Mexico Governmental Conduct Act, as well as the policies and procedures of the Explore Academy Charter School.

## **D. Related Party**

For purposes of these Bylaws, a "Related Party" is an individual, business enterprise, nonprofit organization, or other entity with respect to which such Council member, or a relative of such a Council member (i) has a direct or indirect financial interest; (ii) is an officer or director; or (iii) is otherwise in a position to control the management or decision-making of such entity.

## **E. Deliberations and Voting on Conflict Issues**

In order to avoid conflicts of interest and the appearance of impropriety, Council members shall not participate in portions of a meeting, deliberation, or vote of the Council relating to (i) discipline of the Council member; (ii) contracting or employment decisions affecting any related party to the Council member; or (iii) the Council's consideration of any transaction affecting the member or related party.

## **ARTICLE XII - MISCELLANEOUS**

### **A. Undue influence**

A Council member shall not use his or her position at Explore Academy to attempt to influence the decision of any Explore Academy employee to grant special treatment to (a) the child or ward of the member, (b) any relative of the member, or (c) any "Related Party" as defined in Article XI. Every Council member and every Explore Academy employee who is a parent or ward of a Explore Academy student should inform their child that they are required to follow all rules, policies, and procedures applicable to Explore Academy students and that they are not entitled to special treatment by virtue of the relationship with a Council member or employee.

### **B. Commitment to Collaboration**

All Council members shall work collaboratively with each other, with the sole goal of achieving Explore Academy's educational mission. The Council has been constituted to include a broad spectrum of experience and perspectives, and every Council member shall be afforded the opportunity to express his or her opinion, in a professional manner. Council members should refrain from non-constructive or personality-based comments that do not advance Explore Academy's mission.

### **C. Confidentiality**

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

### **D. Amendments to the By-Laws**

These Governing Council Bylaws may be amended by a majority vote of the Governing Council, as defined in Article X, Section C.

## Explore Academy – Rio Rancho

### Appendix 5

#### Board of Finance

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS

OPEN PUBLIC MEETING

October 21, 2022

9:00 a.m.

Jerry Apodaca Education Building, Mabry Hall

300 Don Gaspar

Santa Fe, New Mexico

AND

Via Zoom Webinar Video Teleconference

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.: 6333N (CC)

<p style="text-align: right;">146</p> <p>1 right now, then? Because I believe if we have at  2 least four more items on this agenda item, we're  3 probably going to be here for a little bit longer  4 just on this one alone is what I'm thinking. Is  5 that okay?  6 Okay.  7 COMMISSIONER VOIGT: Yeah. It sounds like  8 we're going to be a while, so I think we should take  9 a lunch break.  10 THE CHAIR: All right. We'll come back at  11 12:40.  12 (A recess was taken at 12:03 p.m., and  13 reconvened at 12:41 p.m., as follows:)  14 THE CHAIR: So Item No. 8 is specific to  15 the Legislative Agenda to the PEC. We do have the  16 next several items after this involve schools. And  17 the schools are either here present waiting on us,  18 or they're online waiting for us.  19 So I would like to -- we're going to keep  20 the hold on No. 8, and we will come back to it and  21 finish it towards the end of the agenda so that we  22 can keep discussing that Legislative Agenda, and the  23 schools can go back to being with their students.  24 So that means that we're on the Annual  25 Report Process. And Director Chavez will be leading</p>	<p style="text-align: right;">148</p> <p>1 COMMISSIONER CARRILLO: I mean, I know  2 that there's a representative here from the school,  3 and I'm wondering if you have anything you'd like to  4 say to us besides hello and you miss us?  5 MS. KAREN WOERNER: I don't have anything  6 to say. Thank you, Commissioners and Madam Chair.  7 COMMISSIONER CARRILLO: You've got to --  8 THE CHAIR: Yeah. If you -- I know you're  9 going to definitely be talking on the next one, so  10 yeah. Yeah.  11 MS. KAREN WOERNER: So Commissioner  12 Carrillo, Commissioners, thank you so much for  13 allowing me to speak. I really don't have much to  14 say, other than our founding team and our board  15 members are very excited, eager to get started and  16 looking for your approval today.  17 I do want to mention that one of our board  18 members is online, Veronica Sanders, and our School  19 Business Official Katie Rarick, who's in your  20 packet, is also attending online. Thank you for  21 your support as well. And thank you for moving this  22 up on the agenda so I can drive home and listen to  23 the rest of your meeting on my drive home.  24 COMMISSIONER VOIGT: Thank you,  25 Chair Burt.</p>
<p style="text-align: right;">147</p> <p>1 it.  2 So Item No. 9 is the Presentation and  3 Discussion by CSD on the Annual Report Process.  4 Okay. So all right. So we'll actually  5 come back to 9 and 10 in just a minute.  6 So we will go -- we're going to be going  7 to Item No. 11, which is Discussion and Possible  8 Action on Explore Academy-Rio Rancho Board of  9 Finance Application.  10 Director Chavez.  11 DIRECTOR CORINA CHAVEZ: Thank you,  12 Chair Burt, Commissioners. And welcome,  13 Explore-Rio Rancho Founder.  14 We received the Board of Finance  15 application for Explore-Rio Rancho, and the packet  16 is in your materials. After Melissa Sanchez  17 reviewed, she concluded it is indeed complete, and  18 so we are recommending that you approve the Board of  19 Finance for that school.  20 THE CHAIR: All right. Any discussion or  21 comments from the Commission?  22 (No response.)  23 THE CHAIR: Okay. All right.  24 Commissioner Voigt will make a motion. So if --  25 Commissioner Carrillo.</p>	<p style="text-align: right;">149</p> <p>1 I move that the Explore  2 Academy-Rio Rancho's Governing Board be approved as  3 a Board of Finance, and that the Chair send a letter  4 to the school indicating that the Board is approved  5 as a Board of Finance.  6 COMMISSIONER ROBBINS: Second.  7 THE CHAIR: Thank you. There's a motion  8 and a second. Any further discussion?  9 (No response.)  10 THE CHAIR: All right. Secretary Armijo,  11 if you can call roll.  12 COMMISSIONER ARMIJO: All-righty.  13 Secretary Armijo votes yes.  14 Chair Burt.  15 THE CHAIR: Yes.  16 COMMISSIONER ARMIJO: Commissioner  17 Carrillo.  18 COMMISSIONER CARRILLO: Yes.  19 COMMISSIONER ARMIJO: Commissioner Gipson.  20 COMMISSIONER GIPSON: Yes.  21 COMMISSIONER ARMIJO: Commissioner Manis.  22 COMMISSIONER MANIS: Yes.  23 COMMISSIONER ARMIJO: Commissioner  24 Robbins.  25 COMMISSIONER ROBBINS: Yes.</p>

<p style="text-align: right;">150</p> <p>1 COMMISSIONER ARMIJO: Commissioner Taylor.  2 COMMISSIONER TAYLOR: Yes.  3 COMMISSIONER ARMIJO: And Vice Chair  4 Voigt.  5 COMMISSIONER VOIGT: Yes.  6 COMMISSIONER ARMIJO: Passes, eight to  7 zero.  8 THE CHAIR: Great. Thank you.  9 Item No. 12, hopefully, is easy and  10 painless. Discussion and Possible Action on  11 Contract Negotiation for Explore Academy-Rio Rancho.  12 Ms. Barnes.  13 MS. JULIA BARNES: So Explore-Rio Rancho  14 has come forward to indicate that they have a  15 potential opportunity related to a facility, but  16 they need a contract in place.  17 We have, in the past, just for  18 convenience, done the new school contracts in the  19 spring when we do the other ones. But all new  20 schools enter into a contract with the condition  21 that they have to complete the Implementation Year  22 Checklist, and that you have to later indicate that  23 they may commence operations.  24 So both of those two things are going to  25 be here, whether you negotiate in the spring or you</p>	<p style="text-align: right;">152</p> <p>1 Google Drive. And that should be there by the 25th.  2 Again, the school has presented what they  3 need. I just need to double-check it and see if I  4 have any questions or -- not questions on the  5 substance, but getting it prepared as a draft, but  6 they've been super cooperative.  7 We have set a tentative date of  8 November 1st. And I believe that would be in  9 Rio Rancho. And we could have a hybrid option, as  10 we did before for Commissioners. It needs to be  11 fewer members on the negotiating team so that there  12 is not a quorum of the PEC, and it will not be a  13 public meeting.  14 And then the thought was to have a short  15 PEC meeting on the 7th -- you're already going to  16 have a working session on the 7th -- so that you may  17 look at the contract at that time. And I believe  18 the preliminary indications is that the Board of  19 Explore-Rio Rancho will have already considered the  20 contract.  21 So they would be ready by November 7th to  22 move forward.  23 THE CHAIR: Commissioner Voigt. Then  24 Commissioner Gipson.  25 COMMISSIONER VOIGT: Yeah. You know, I'm</p>
<p style="text-align: right;">151</p> <p>1 negotiate now.  2 And I think the thinking was funding for  3 facilities is so difficult that it would be great to  4 support the school in this.  5 So we have a timeline that we've presented  6 to the school. And I will tell you that the school  7 is on track with this timeline. They just got  8 approved as a Board of Finance, and they have  9 provided everything they -- that we need through  10 Rachel Stofocik. She worked with the school to  11 prepare for contract negotiations. I believe that  12 CSD is participating in that as well.  13 And I know that CSD is also working with  14 them on talking about the scoring of mission --  15 school-specific goals. So we are looking to -- I  16 will do what I've done previously, which is look at  17 the draft contract. They're using THRIVE as the  18 model, the form contract that THRIVE used, which is  19 the one that indicates that they will work if  20 there's a new contract and Performance Framework, to  21 consider that.  22 We should have the draft ready. And I was  23 going to do the same thing I did before, which is,  24 as soon as you identify who would be on a subgroup  25 to negotiate, we'll put all of those people on the</p>	<p style="text-align: right;">153</p> <p>1 glad that we're considering that. And we're going  2 to hopefully do this, because there's always a  3 quandary of cart before the horse, when there's a  4 lease contract but the lessor wants to see the  5 charter school contract. So I'm glad that we can  6 make accommodations for this school, and I would --  7 I'll be on the subcommittee.  8 THE CHAIR: Are you -- are you asking for  9 folks who -- if they're available for November 1st,  10 to let you know to be on the subcommittee? Or do  11 you want to just take questions first, and then  12 we'll talk about subcommittee next.  13 MS. JULIA BARNES: If folks said they  14 wanted to be on the subcommittee, I can be ready to  15 mail that out, following the same process we did  16 last spring.  17 THE CHAIR: Commissioner Gipson.  18 COMMISSIONER GIPSON: I'm fully in support  19 of all of this, with one exception.  20 We -- the schools last year that we  21 approved, they -- we didn't have any of the  22 Performance Framework work done. So it was -- we  23 will contemplate, but we won't. But because the  24 intent was our work would be completed by the  25 negotiations with the new applicant for this year,</p>

---

## Board of Finance Paperwork for Explore Academy - Rio Rancho

---

**Karen Woerner** <karen.woerner@explore.academy>  
To: "Schools, Charter, PED" <charter.schools@state.nm.us>  
Cc: Melissa Sanchez <melissa.sanchez3@state.nm.us>

Wed, Oct 12, 2022 at 3:19 PM

Melissa,

Attached please find the Board of Finance application form and the required signed documents from Explore Academy - Rio Rancho, as follows:

- Statement of Governing Body to Consult with PED signed by the 5 board members
- Affidavit from each Governing Body Member.
- Though the Assurances document is not required for the Board of Finance packet, those are also included here since board members were asked to sign these at the same time as the other forms. These will be needed for the Charter Contract.
- Affidavit of Financial Record Custodian
- Proof of Fidelity Bond from the insurance company

Please let me know if additional information is needed.

Thank you!  
Karen

Karen Woerner  
Director of Compliance  
Explore Academy  
woerner@explore.academy  
505-250-4967

***Please update my email address in your contact info.  
It has been changed to karen.woerner@explore.academy.***

---



STATEMENT OF GOVERNING BODY TO CONSULT WITH PED.

We, the undersigned, make up the governing body of the Explore Academy – Rio Rancho, located in Rio Rancho, New Mexico.

In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

We make this statement as part of [insert name of school]'s application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

We understand that we must retain or hire a Licensed School Business Manager as soon as financially feasible and, thereafter, notify the New Mexico Public Education Commission within 30 days of hiring and/or changing in a Licensed School Business Manager for the school, and a new, signed "Affidavit of Financial Custodian" must be submitted.

We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 60 days of a change in membership of our governing body.

THE FOLLOWING MEMBERS OF THE EXPLORE ACADEMY – RIO RANCHO GIVE THE FOREGOING STATEMENT THIS 12 DAY OF Sept., 2022.

1. Cathy Gaarden  
signature of Cathy Gaarden

2. Sterling Mackay  
signature of Sterling Mackay

3. Michael Mierzejewski  
signature of Michael Mierzejewski

4. Veronica Sanders  
signature of Veronica Sanders

5. Bh  
signature of Barbara Sena

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )

COUNTY OF SANDOVAL )

I, Cathy Gaarden, after being duly sworn, state:

1. My name is Cathy Gaarden and I reside in Rio Rancho, New Mexico.
2. I am a member of the governing body of the Explore Academy – Rio Rancho in Rio Rancho, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Explore Academy – Rio Rancho's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations, and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Cathy Gaarden  
[Signature]

9/12/2022  
Date

Cathy Gaarden  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 12<sup>th</sup> day of September 2022.

[Notary Seal:]



OFFICIAL SEAL  
Cathy MB Lynch #1114092  
NOTARY PUBLIC-State of New Mexico

My Commission Expires January 25th, 2024

Cathy MB Lynch  
NOTARY PUBLIC

My commission expires: 1/25, 2022.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO )  
 )  
COUNTY OF SANDOVAL )

I, Sterling Mackay, after being duly sworn, state:

1. My name is Sterling Mackay and I reside in Rio Rancho, New Mexico.
2. I am a member of the governing body of the Explore Academy – Rio Rancho in Rio Rancho, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Explore Academy – Rio Rancho's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations, and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Sterling Mackay  
[Signature]

09/13/2022  
Date

Sterling Mackay  
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 13<sup>th</sup> day of September 2022.

[Notary Seal:]



Brittany M Lovato  
NOTARY PUBLIC

My commission expires: May 13<sup>th</sup>, 2025.

AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO )  
 )  
COUNTY OF SANDOVAL )

I, Michael Mierzeauski, after being duly sworn, state:

1. My name is Michael Mierzeauski and I reside in Rio Rancho, New Mexico.
2. I am a member of the governing body of the Explore Academy – Rio Rancho in Rio Rancho, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Explore Academy – Rio Rancho's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations, and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

[Signature]  
[Signature]

9/12/2022  
Date

Michael Mierzeauski  
[Print]

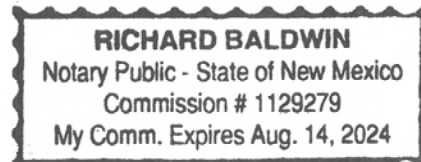
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 12 day of October, 2022.

[Notary Seal:]

[Signature]  
NOTARY PUBLIC

My commission expires: 08/14, 2024.



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO )

COUNTY OF SANDOVAL )

I, Veronica L. Sanders, after being duly sworn, state:

1. My name is Veronica L. Sanders and I reside in Rio Rancho, New Mexico.
2. I am a member of the governing body of the Explore Academy – Rio Rancho in Rio Rancho, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Explore Academy – Rio Rancho's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Veronica L. Sanders  
[Signature]

9-6-22  
Date

Veronica L. Sanders  
[Print]

VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 6<sup>th</sup> day of September 2022.

[Notary Seal:]

Cathy MB Lynch  
NOTARY PUBLIC

My commission expires: January 25<sup>th</sup> 2024.



OFFICIAL SEAL  
Cathy MB Lynch #1114092  
NOTARY PUBLIC-State of New Mexico  
My Commission Expires January 25th, 2024

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO   )  
  )  
COUNTY OF SANDOVAL   )

I, Barbara Sena, after being duly sworn, state:

1. My name is Barbara Sena and I reside in 1769 15<sup>th</sup> ave SE, <sup>Rio Rancho</sup> New Mexico.
2. I am a member of the governing body of the Explore Academy – Rio Rancho in Rio Rancho, New Mexico.
3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.
4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I understand that as a member of the Explore Academy – Rio Rancho's governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations, and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

[Signature]  
[Signature]

10/11/22  
Date

Barbara Sena  
[Print]

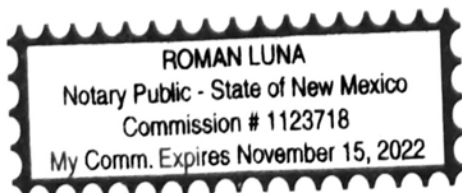
**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 11<sup>th</sup> day of October, 2022.

[Notary Seal:]

[Signature]  
NOTARY PUBLIC

My commission expires: 11/15/2022



**AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN**

STATE OF NEW MEXICO )

COUNTY OF Bernalillo )

I, Katie Rarick, [affiant] after being duly sworn, state:

1. I live in the City of Albuquerque, County of Bernalillo, New Mexico.

2. In accordance with 6.80.4.16 NMAC, I agree to accept the responsibility of keeping the financial records of the charter school and recognized that I am in charge of maintaining public funds with fidelity and in accordance to public finance laws, rules and regulations.

3. I have completed the following training in the maintenance of financial records:

- a) NMASBO Training 16 hours
- b) CPO Training 16 hours
- c) State Auditor Training – each year

4. Attached is a certificate of insurance that indicates that I am adequately bonded to take this responsibility.

5. I have earned the following certificates, licensures and/or degrees:

Certificate, licensure or degree	Educational Institution	Date	Current Yes/No
Business Manager	Level II - PED	Expires 2029	Yes

FURTHER AFFIANCE SAYETH NAUGHT.

Katie Rarick

[Signature of Affiant]

Katie Rarick

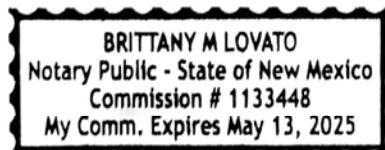
[Print Name of Affiant]

10/12/22  
Date

**VERIFICATION**

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 12<sup>th</sup> day of October, 2022.

[Notary Seal:]



Brittany M. Lovato  
NOTARY PUBLIC

My commission expires: May 13, 2025.

# STATE OF NEW MEXICO



In Recognition of  
The Fulfillment of the Requirements for  
School Personnel Licensure  
this

**LEVEL TWO SCHOOL BUSINESS OFFICIAL**  
is issued to

**KATIE NOEL RARICK**

Effective from July 01, 2020 to June 30, 2029  
Licensure Number: 384491

Secretary of Education

## Explore Academy – Rio Rancho

### Chief Procurement Officer Certificate

Explore Academy – Rio Rancho will identify an employee to serve as the CPO. That person will complete the CPO Training via NM Edge, if they have not already done so, in order to obtain the required state certification. Once the certificate is received and the board has approved the designation, the school will supply a copy of the CPO Certificate. The CPO will also register online with the State Purchasing Division as the school's designated CPO once the school is added to the list.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	<b>CONTACT NAME:</b> Risk Services	
	<b>PHONE (A/C, No, Ext):</b> (800) 578-8802	<b>FAX (A/C, No):</b> (818)449-9449
	<b>E-MAIL ADDRESS:</b> rservices@pomsassoc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> New Mexico Public Schools Insurance Authority	
	<b>INSURER B :</b> Safety National	
<b>INSURED</b>  New Mexico Public Schools Insurance Authority Member: Explore Academy-Rio Rancho 4110 Old Taos Highway Santa Fe, NM 87501	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	
	<b>NAIC #</b>	
	N/A	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> Owners Contractors Protective Liability						MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
							Maximum Liability
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
							Maximum Liability
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE
	<b>EXCESS LIAB</b>						AGGREGATE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT
							Each Occurrence
							Maximum Liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

Re: Explore Academy-Rio Rancho. Crime deductible = \$750.

Re: Fidelity Bond

**CERTIFICATE HOLDER****CANCELLATION**

Public Education Commission

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes

**Summary of New Mexico Tort Claims Act Section 41-4-19:**  
**Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.**  
**Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability**  
**Imposed by New Mexico Tort Claims Act [ NMSA 1975 §41-4-1 through 41-4-29]**  
**\$400,000 Bodily Injury Per Person**  
**\$200,000 Property Damage Per Property Address**  
**\$300,000 Medical**  
**\$750,000 Per Occurrence**  
**\$1,050,000 Combined Limit/Maximum Liability**

## Explore Academy – Rio Rancho

### Appendix 6

#### School Admission Policies and Procedures

# Enrollment Policies and Procedures



## EXPLORE ACADEMY - RIO RANCHO

### Enrollment Process

1. Any student living in New Mexico may apply to attend Explore Academy - Rio Rancho.
2. Any child who has reached their 5th birthday prior to 12:01 a.m. September 1st of the year of enrollment may apply for Kindergarten. Any child who has reached their 6th birthday prior to 12:01 a.m. September 1st of the year of enrollment may apply for First Grade. An exception will be made for any child who comes to Explore Academy having completed a kindergarten (or first grade) program and whose birthday falls on or before December 31st of the year of enrollment. After completion of the first grade, children who enroll at Explore Academy will be initially enrolled at the grade level as determined by their education history and age-appropriate peers, pending an evaluation of relevant cumulative student data by school leadership. After such evaluations have been completed by qualified school leadership, the final grade placement of the student will be determined.
3. The annual open enrollment period for available seats at Explore Academy is from December 1st through March 31st.
4. If the number of applications during the enrollment window does not exceed the number of spaces available after preferences are applied, students are enrolled on a first come, first serve basis until enrollment is full.
5. Explore Academy will announce its open enrollment period and provide an Application Form that can be submitted online through the website or in person at the school site. Submission of the Application Form officially places a student on the list for a position at Explore Academy. Parents and students should ensure that the information entered on the Application Form is accurate. Explore Academy is not responsible for errors in grade level, contact information, or any other information that results in enrollment errors or mistakes.
6. Parents of current Explore Academy students have until March 31st annually to notify the school of their intent to return. At least two reminders will be provided to parents and students. From these responses, the school determines the number of available seats at each grade level. Any student forfeiting a space because the Intent to Return student form was not timely returned, must reapply and is subject to the lottery process. This will also jeopardize a student's sibling's enrollment preference.
7. Pursuant to NMSA 22-8B-4.1, lottery exempt students are returning students from the prior school year, children of employees employed by the charter school, and siblings of students already admitted to or attending the charter school. Applicants who fall into one of these categories will be accepted unless there are more lottery-exempt students for a given grade level than there are open seats. In this situation, each lottery-exempt student will be given a random number and students will be accepted based on their number until all seats are filled. The remaining students will be at the top of the waiting list for the given grade, ahead of the students from the lottery. Parents of current students and staff members will be notified in December and must commit via an application form with "sibling" or "employee child" indicated on the submission no later than March 31st. Failure to do this will result in the student being added to the general list of student applications which are subject to enrollment lotteries per grade level when necessary.

8. Once all lottery-exempt students are accounted for, Explore Academy will count the number of student seats remaining at all grade levels. This will occur during the first week of April annually and will determine the available seats for each grade level for the following academic year.
9. At the close of business on March 31st annually, the Application Form open enrollment list for each grade level will be locked and finalized. At this time, if Explore Academy receives Application Forms that exceed the available seats in a given grade level, then the school must conduct a blind, random lottery to assign seats to students.
10. If a lottery is necessary at any grade level, Explore Academy will enter all students from that grade level's Application Form list into a computer-generated, random, blind lottery that does not take into account any factor such as race, ethnicity, gender, socioeconomic status, etc. The lottery will be held annually on the second Tuesday of April. It is conducted in an open forum and is open to the public. This process will be completed separately for any grade level for which Explore Academy received more Application Forms than there were available seats. For each grade level lottery, students are assigned a computer-generated, randomized number. This number is their position on the lottery.
11. Students whose number corresponds to an available seat will receive an acceptance letter by the end of April annually. All students who are not accepted for enrollment through the lottery are placed on grade level waiting lists. Any student who submits an Application Form after March 31st will be added to the grade level waiting lists in the order of Application Form submission.
12. All students accepted after the lottery process, both from the lottery process or from sibling and employee priority acceptance, have ten (10) calendar days to complete the enrollment process. This process requires that each accepted student submit the Enrollment Form and all required documentation such as birth certificate and proof of vaccinations to Explore Academy. If a family requires assistance with this process, they must contact the school immediately. If a student has not completed this enrollment process within the 10-day timespan, they will forfeit their position immediately.
13. If seats become available for any grade level after the April lottery and acceptance period, these seats will be given to students assigned to the applicable grade level waiting lists in numerical order. Families will be notified by email and phone. Students have one week to complete the enrollment process from the date of their acceptance letter or they will forfeit their position.

### **Explore Academy - Rio Rancho Application for Lottery Enrollment**

This application represents a submission of interest to enroll in Explore Academy for the 2023-24 school year.

All grade levels are subject to a lottery process if the number of interested students exceeds the number of enrollment slots available for the grade level in question. The lottery for each grade level will take place in March 2023. After the lottery, students will be added to the waitlist in the order that the application is received.

All information in the form below is required and does not provide any basis for acceptance or denial of enrollment into Explore Academy. Please do not submit more than one application per student or your enrollment spot may be altered.

Please use a valid email address that you check regularly. The school will communicate all enrollment information via this email.

- Email
- Student Name
- Student Date of Birth
- Parent Name(s)
- Student Address
- Parent(s) Phone Number
- What grade level will the student be entering in the FALL OF 2023?
- Does the student have a sibling that is also applying?
- Is the parent of the student employed by Explore Academy - Rio Rancho?

Explore Academy – Rio Rancho

## Appendix 7

Board Compliance Certificate

#### ASSURANCES

My name is Cathy Gaarden and I reside in Rio Rancho, New Mexico am a member of the governing body for Explore Academy - Rio Rancho, a charter school which is located in Rio Rancho, NM. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Cathy Gaarden  
Printed Name

Cathy Gaarden  
Signature

9/12/2022  
Date

## ASSURANCES

My name is Sterling Macray and I reside in Rio Rancho NM. I am a member of the governing body for Explore Academy - Rio Rancho, a charter school which is located in Rio Rancho, NM. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Sterling Mackay  
Printed Name

  
Signature

09/12/2022  
Date

#### ASSURANCES

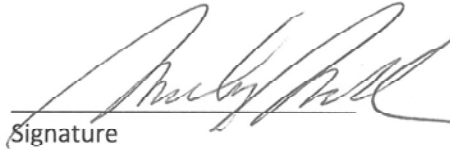
My name is Michael Mierzejewski and I reside in Rio Rancho. I am a member of the governing body for Explore Academy - Rio Rancho, a charter school which is located in Rio Rancho, NM. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Michael Mierzeewski

Printed Name



Signature

9/12/2022

Date

#### ASSURANCES

My name is Veronica Sanders and I reside in Rio Rancho, NM. I am a member of the governing body for Explore Academy - Rio Rancho, a charter school which is located in Rio Rancho, NM. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

## ASSURANCES

My name is Barbara Sena and I reside in 1769 15<sup>th</sup> Ave SE. I am a member of the governing body for Explore Academy - Rio Rancho, a charter school which is located in Rio Rancho, NM. I assure that in my capacity as a member of the governing body, the CHARTER SCHOOL complies with all applicable federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.
11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disabilities Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Barbara Sena  
Printed Name

Bh  
Signature

10/11/12  
Date

## Explore Academy – Rio Rancho

### Appendix 8

#### Discretionary Waivers

The school is not requesting any discretionary waivers.

## Explore Academy – Rio Rancho

### Appendix 9

Lease/ Lease Purchase documentation

# FACILITY ASSURANCES



## EXPLORE ACADEMY - RIO RANCHO

TO: Public Education Commission  
FROM: Explore Academy- Rio Rancho Governing Board  
DATE: October 20, 2022

The Governing Board of Explore Academy - Rio Rancho hereby assures that the school will not occupy any space until/unless each of the the following conditions are met:

1. The school possesses a Certificate of e-Occupancy and provides the same to the PEC;
2. The school obtains a letter from PSFA with the NMCI and provides the same to the PEC;
3. The facility has a sufficient capacity load to sustain the enrollment requested and the school provides documentation of the capacity load to the PEC;
4. The school will not occupy any space that does not meet the ownership and leasing requirements of Section 22-8B-4.2 NMSA 1978 and the school will provide the appropriate Facility Assurance Certificate (public, private, or foundation); and
5. The school will not occupy the facility until a copy of the fully executed lease has been provided to the PEC.

The undersigned officials certify that we have read and understand the obligations as described and that the school will comply with the aforementioned requirements.

1. Cathy Gaarden  
Cathy Gaarden

2. Sterling Mackay  
Sterling Mackay

3. Michael Mierzejewski  
Michael Mierzejewski

4. Veronica L. Sanders  
Veronica Sanders

5. Barbara Sena  
Barbara Sena

BEFORE THE PUBLIC EDUCATION COMMISSION  
STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS  
OPEN PUBLIC MEETING  
November 7, 2022  
1:00 p.m.  
Via Zoom Webinar Video Teleconference

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.: 7426N (CC)

SANTA FE OFFICE  
119 East Marcy, Suite 110  
Santa Fe, NM 87501  
(505) 989-4949  
FAX (505) 843-9492



MAIN OFFICE  
201 Third NW, Suite 1630  
Albuquerque, NM 87102  
(505) 843-9494  
FAX (505) 843-9492  
1-800-669-9492  
e-mail: info@litsupport.com

1 time?

2 (No response.)

3 THE CHAIR: All right. All right. Let  
4 me -- all right. So I move that the Public  
5 Education Commission adopt the Charter School  
6 Contract and Performance Framework for Explore  
7 Academy-Rio Rancho, identified as Documents 5.a. and  
8 b. for the 2022-to-2028 charter term, including the  
9 Planning Year. I further move that the contract be  
10 signed by the Chair and complete contract packet be  
11 sent to the Charter School Division.

12 COMMISSIONER ROBBINS: Second.

13 COMMISSIONER CARRILLO: Second.

14 THE CHAIR: Thank you. Motion and second.

15 If there's any other comments?

16 (No response.)

17 THE CHAIR: All right. Seeing none,  
18 Secretary Armijo.

19 COMMISSIONER ARMIJO: Commissioner Gipson.

20 COMMISSIONER GIPSON: Yes.

21 COMMISSIONER ARMIJO: Commissioner Manis.

22 COMMISSIONER MANIS: Yes.

23 COMMISSIONER ARMIJO: Commissioner  
24 Robbins.

25 COMMISSIONER ROBBINS: Yes.

1 COMMISSIONER ARMIJO: Commissioner Taylor.  
2 COMMISSIONER TAYLOR: Yes.  
3 COMMISSIONER ARMIJO: Vice Chair Voigt.  
4 COMMISSIONER VOIGT: Yes.  
5 COMMISSIONER ARMIJO: Commissioner Armijo  
6 votes yes.  
7 Chair Burt.  
8 THE CHAIR: Yes.  
9 COMMISSIONER ARMIJO: Commissioner  
10 Carrillo.  
11 COMMISSIONER CARRILLO: Yes.  
12 COMMISSIONER ARMIJO: And Commissioner  
13 Chavez.  
14 COMMISSIONER CHAVEZ: Yes.  
15 COMMISSIONER ARMIJO: That passes seven --  
16 excuse me -- nine to zero.  
17 THE CHAIR: Thank you. With that being  
18 completed, I will move to adjourn.  
19 COMMISSIONER VOIGT: Second.  
20 THE CHAIR: Thank you. A motion and a  
21 second.  
22 Secretary Armijo, you can call roll.  
23 COMMISSIONER ARMIJO: Commissioner  
24 Robbins.  
25 COMMISSIONER ROBBINS: Yes.

## CERTIFICATE OF GOVERNING BODY VOTE

This document certifies that on November 2, 2022 at 3:30 pm, a meeting of the Governing Body of **Explore Academy - Rio Rancho**, a New Mexico public state charter school, was held virtually via the Zoom platform. The meeting and all votes were conducted in compliance with the New Mexico Open Meetings Act.

A quorum of the Governing Body's members being present and voting via roll call, it was voted five (5) in favor and zero (0) opposed to approve the charter contract as discussed with additional permission for any minor edits deemed necessary and agreed to by the attorneys. The only requested change to the proposed contract that was discussed is to add "Students will be placed in courses based on a combination of their age and their proficiency on academic standards and, therefore, classrooms may have students of mixed grade or age levels." to the Comprehensive Educational Program of the School (section 4.6) on page 7.

I, the undersigned, certify that this is a true copy.

A handwritten signature in blue ink, appearing to read "Michael Mierjewski", is written over a horizontal line.

Board President Michael Mierjewski

# GOVERNING COUNCIL MINUTES

## EXPLORE ACADEMY

---



*Meeting minutes recorded by Karen Woerner, Recording Secretary*

**DRAFT**

Wednesday, November 2, 2022 (special meeting)  
3:30 p.m. MST

### **I. PROCEDURAL AGENDA**

- A. This meeting of the Explore Academy - Rio Rancho Governing Council (GC) was called to order at 3:33 p.m.
- B. A quorum of the GC was present as follows: Cathy Gaarden, Skip Mackay, Mike Mierjewski, Veronica Sanders (online), and Barbara Sena.
- C. Staff in attendance: Karen Woerner - Director of Compliance/Founder; Katie Rarick - School Business Official
- D. The meeting was held on the Zoom® platform.

### **II. PUBLIC COMMENT regarding items on the agenda**

No public comments were offered.

### **III. APPROVAL OF AGENDA**

Mike Mierzejewski moved for approval of the agenda; seconded by Cathy Gaarden; Approved unanimously with a vote of 5-0.

### **IV. APPROVAL OF MINUTES**

Each school board member reviewed the minutes from the September 2, 2022 and October 20, 2022 meetings.

- Cathy Gaarden moved to approve the minutes from September 2, 2022; seconded by Barbara Sena; Approved unanimously with a vote of 5-0.
- Mike Mierzejewski moved to approve the minutes from October 20, 2022; seconded by Cathy Gaarden; Approved unanimously with a vote of 5-0.

### **V. GOVERNING COUNCIL BUSINESS**

- A. **Katie Rarick, CEO of Axiom Analytics and School Business Official**, introduced herself and described some of the financial issues that charter schools face. She also provided an overview of the types of decisions that the board will have to make.
- B. **Officer Elections** (Chair, Vice Chair, Secretary)
  1. Cathy Gaarden nominated Mike Mierzejewski as Chair; no other nominations were made.
  2. Cathy Gaarden nominated Veronica Sanders as Vice Chair; no other nominations were made.

3. Mike Mierzejewski nominated Skip Mackay as Secretary; no other nominations were made.

Mike Mierzejewski moved to approve the slate of officers as nominated; Barbara Sena seconded; Approved unanimously via roll call vote ).

### **C. Charter Contract, Performance Framework, and Mission Goals**

1. Karen Woerner explained that the [Charter Contract](#) had been negotiated with a subcommittee of the Public Education Commission on November 1, 2022. Cathy Gaarden (board member), Elisha Baiardo (founder), and Karen Woerner (founder) represented the school at the meeting. It was pointed out that an additional section is needed in the Comprehensive Educational Program of the School (section 4.6) to document that the Explore Learning Model includes the possibility of students being placed above or below their traditional grade or age level.

After review and discussion of the contract, Cathy Gaarden moved to approve the charter contract as discussed with additional permission for any minor edits deemed necessary and agreed to by the attorneys; Barbara Sena seconded the motion; Approved unanimously via roll call vote (5-0).

2. The board read the [Performance Framework](#) document before the meeting and reviewed the two mission goals for the school during the meeting. Mike Mierzejewski motioned to approve the Performance Framework and Mission Goals as presented; Skip Mackay seconded the motion; Approved unanimously via roll call vote (5-0).

### **D. [Open Meetings Act \(OMA\) Resolution](#)**

Skip Mackay moved to approve the OMA Resolution as presented; Barbara Sena seconded; Approved unanimously with a vote of 5-0.

## **VI. BOARD DISCUSSION/QUESTIONS**

Mike Mierzejewski asked about the online application for positions at the school. Karen Woerner offered to provide a printed version.

## **VII. FOUNDING TEAM REPORT AND UPDATE**

- A. Board of Finance approved by PEC on 10/21/2022

### **B. [Implementation Year Checklist](#) (2022-2023)**

1. Next training session is Monday, November 14, 1:00 pm
2. IY Checklist submissions due November 15, March 1, and May 15
3. Mandatory [Board Member Training](#)

Though the original instructions were for board members to complete the required 10 hours before Nov 15th, Missy Brown of the Charter Schools Division has advised that due to technical issues, additional time will be allowed. However, all board members must be sure that they are able to log into Canvas and access the courses. If there are any issues, please contact [melissa.brown@ped.nm.gov](mailto:melissa.brown@ped.nm.gov)

**VIII. PUBLIC COMMENT regarding items not on the agenda**

No public comments were offered.

**IX. ADJOURNMENT**

The next regular meeting of the GC is scheduled for Thursday, November 10, 2022 at 5:30 p.m. via Zoom®.

Cathy Gaarden moved to adjourn the meeting; Mike Mierzejewski seconded the motion; A voice vote resulted in an unanimous approval. The meeting was officially adjourned at 4:34 pm.