

New Mexico Public Education Commission



Hózhó Academy

2023-2028

(Titles are hyperlinks, click to go to document)

Contract

Performance Framework

Academic

School specific/mission specific goal

Organizational

Financial

Board of Finance designation

Discretionary waivers

PEC rule

Monitoring documents

School and Governing Board approval

New Mexico Public Education Commission



Contract

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

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

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

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

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

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

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

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

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

SECTION 1: DEFINITIONS

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

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



School initials



PEC initials

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

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

"Commission" means the Public Education Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"NMAC" means the New Mexico Administrative Code.

"NMSA" means the New Mexico Statutes Annotated.

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

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

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

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

"Secretary" means the cabinet secretary of the Department.

"State" means the State of New Mexico.

SECTION 2. EXHIBITS AND REQUIRED DOCUMENTS

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

Exhibits incorporated into the Charter Contract	
Exhibit A	Performance Framework ¹

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

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

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

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

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

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

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



School initials



PEC initials

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

SECTION 3: SCHOOL SPECIFIC TERMS

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

3.1 Public School. The Governing Body shall ensure that:



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

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

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

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

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

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

G. the Governing Body operates according to its bylaws.

3.2 Charter Contract Term, Condition of Approval and Monitoring Documents and Compliance Documents. This School has been an authorized charter school since 2018. This Charter Contract shall be in full force and effect from July 1, 2023 until June 30, 2028, unless it is revoked by the Commission pursuant to the Charter Schools Act, the Commission Rule, and provisions of this Charter Contract. The Charter Contract will not automatically be renewed or extended; the Charter Contract may be renewed by the Commission upon timely application, and upon such terms and conditions as set forth in this Charter Contract, and consistent with the Charter Schools Act and applicable regulations of the Department and Commission.

The School was

☒ renewed without condition;

☐ renewed with the following condition:

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

[check all that apply]

³ Exhibit A



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

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

Mission: The mission of Hózhó Academy is to train the minds, improve the hearts, and strengthen the bodies of our students through a classical education in the liberal arts and sciences, with instruction in the principles of moral character, civic virtue, and physical vigor.

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

A. Hózhó Academy students learn explicit phonics, spelling, and composition as evidenced by a sample program guide, classroom schedules, morning assembly presentation examples, and morning assembly observation, and classroom observations in early literacy classes (K-3) and composition classes (3-8).

B. The following are all required components of the curriculum:

1. Basic Cognitive skills: reading, writing, mathematics;
2. Core subjects: English Language and literature, history, geography, science, mathematics;
3. Other classical subjects offered: music, visual arts, Latin (starting in 6th grade), modern foreign language (Spanish or Navajo as selected by parent); and Physical Education

as evidenced by a sample program guide, classroom schedules, morning assembly presentation examples, and morning assembly observation, and classroom observations.

C. Virtuous Living--All Students are taught the school's core virtues of Compassion, Perseverance, Courage, Respect, Responsibility, Diligence, Temperance, and Integrity, and restorative justice practices as evidenced by daily morning assemblies, reflections in planners and reference during history and literature classes, discipline referral sheets and interview with Dean of Students.

D. Traditional Learning: Our curriculum is based on Singapore Math (K-8) and the Core Knowledge, and Literacy Essentials adapted from Riggs Phonics (K-4), as evidenced by textbooks and teacher manuals in classroom observations.

E. The School

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

[Select one]

☐ uses or

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

If the School does, please explain _____

3.5 Manner of Instruction.

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

[Select one]

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

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

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

OR

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

3.6 Enrollment Cap and Authorized Grade Levels.

The School shall serve no more than 728 students in grades K-12.⁵

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

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

3.7 Authorized Facility and Facility Occupancy Capacity.⁶

[Check one]

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

School Name: Hózhó Academy

Street Address: 515 Park Ave.

City, State Zip: Gallup, New Mexico, 87301

The School may not exceed the approved occupancy capacity of the Facility, which is 850. The School may move facilities by following the PEC procedure processes.

OR

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

Street Address:

City, State Zip:

3.8 Third Party Contracts and Relationships

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

3.8.2 Essential Third Party Relationship Declaration.⁷

[Check one]

☐ Not Applicable.

☒ The Governing Body or School has a contractual relationship with a third-party entity or individual that is a foundational element to the implementation of the School's Mission or educational program. That third party is with the Barney School Initiative. The agreement governing the relationship between the School and the Barney School Initiative has been provided as required by the PEC Procedures.

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

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

The School shall notify the Commission and the Department if the School makes any changes to the document or to its legal relationship and agreements with Barney Charter School Initiative.

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 any obligations imposed by an agreement with the School comply with all provisions of New Mexico law, and to determine that the school is financially independent from Barney Charter School Initiative.

3.8.3 Foundation Declaration.

[Check one]

☒ Not Applicable.

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

[Check all that are applicable]

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

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

_____.

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

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

3.9 Transportation & Food Services

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

[Check one of each]

The School:

☒ provides transportation starting in school year 2023-2024; or

☐ does not provide transportation.

The School:

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

☐ does not provide food services.

3.10 Notification of Discretionary Waivers. Notice has been provided to the Commission regarding discretionary waivers, if any, approved by the Secretary. The School will update this list as needed⁸. The School shall be entitled to implement all mandatory waivers as contemplated pursuant to NMSA 1978, §22-8B-5(C) without notice to the Commission.

3.11 Tribal Consultation.

[check all that apply]

☐ Not applicable.

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

☒ The School is required to consult with the Navajo Nation pursuant to law because of the number of Navajo children enrolled at the School and shall consult with the educational liaison identified at the Department for consultation as required by law.

SECTION 4. SCHOOL EVALUATION AND OVERSIGHT.

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

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

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

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

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

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

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

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

D. Through annual report notices provided by the Commission.

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

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

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

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

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

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

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

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

SECTION 5: ROLE AND RESPONSIBILITIES OF THE COMMISSION

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

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

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

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

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

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

SECTION 6: ROLE AND RESPONSIBILITIES OF THE GOVERNING BODY

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

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

6.3 Board of Finance Designation.

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

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

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

SECTION 7: INTERACTIONS BETWEEN THE PARTIES.

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

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

7.3 Records.

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

⁹ See Section 2.2 above.

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

7.3.3 Notice of Violation of Law. The School shall

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

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

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

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

SECTION 8: STANDARD TERMS

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

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

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

8.3 Amendments.

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

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

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

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

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

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

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

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

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

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

B. a CSD recommendation(s), or

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

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

A. the Charter Contract provision at issue,

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

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

D. documents supporting that Party's position

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

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

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

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

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

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

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

8.7.5 Appointment of a Mediator and Mediation.

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

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

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

8.7.6 Resolution and payment.

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

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

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

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

Governing Body of Hózhó Academy Governing Council

Executed this 31 day of May, 2023.

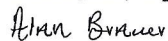
By Charter Representative:



Jeremy Boucher, President of Hózhó Academy Governing Council

New Mexico Public Education Commission

Executed this 23 day of June, 2023.



Alan Lee Brauer Jr., Chair of Public Education Commission

6/23/2023

New Mexico Public Education Commission



(Titles are hyperlinks, click to go to document)

Performance Framework

Academic

School specific/mission specific goal

Organizational

Financial

New Mexico Public Education Commission



New Mexico Public Education Commission Charter Performance Review and Accountability System HÓZHÓ ACADEMY 2023-2028

Table of Contents

Introduction	2
Performance Review and Accountability System Objectives	2
Appendix A: Academic, Organizational, and Financial Performance Framework	3
Academic Performance Framework	4
Organizational Performance Framework	10
Financial Performance Framework	17

Introduction

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

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

The New Mexico Charter Schools Act purpose:

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

Performance Review and Accountability System Objectives

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

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

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

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

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

Appendix A: Academic, Organizational, and Financial Performance Framework

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

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

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

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

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

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

Academic Performance Framework

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

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

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

Description of Academic Framework Indicators and Measures

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

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

Indicator 2: Subgroup Performance

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

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

Indicator 3: School-Specific Goals

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

Description	Points
	100

GOAL:	Hózhó Academy students will be able to demonstrate knowledge of classical concepts in art, music, architecture, poetry, and civic awareness of basic rights and responsibilities as citizens of the United States. The ability to identify classical pieces of art and music is the first step in promoting an appreciation and later, a love for beautiful art and music. With this love, students can access beautiful things and improve their quality of life and open doors to connect with others across countries, cultures, and time. It is our goal to ensure that students who graduate have a knowledge of these pieces. All Hózhó Academy students who are enrolled	
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	from the 40th to 120th day each year will be assessed on the Hózhó Academy Grade Level Classical Education Assessment and to be given by a school administrator or classroom teacher prior to the last day of school each school year and tracked on the school-wide spreadsheet.	
Measure Rating Category	Description of Target for Each Performance Level	Score
Exceeds Standards	80% or more of all Hózhó Academy students will demonstrate mastery on the Classical Education Assessment (score of 80% or higher) as determined by the Classical Education Rubric.	100 points
Meets Standards	65%-79% of all Hózhó Academy students will demonstrate mastery on the Classical Education Assessment (score of 80% or higher) as determined by the Classical Education Rubric.	50 points
Working to Meet Standard	50%-64% of all Hózhó Academy students will demonstrate mastery on the Classical Education Assessment (score of 80% or higher) as determined by the Classical Education Rubric.	25 points
Falls Far Below Standard	Less than 50% of all Hózhó Academy students will demonstrate mastery on the Classical Education Assessment (score of 80% or higher) as determined by the Classical Education Rubric.	0 points

Summary of Indicator Rating System and Assigned Points				
Schools receive up to 100 points for each academic measure. The average weighted points across the framework are used to assign the overall rating.				
Academic Indicators	Description	Assigned Points	Total Weight	
			Elem.	High
Indicator 1: Components from NM System of School Support and Accountability	Charter school performance on each of the components of the NM PED ESSA Plan	The school earns points equal to the school's overall index score from the New Mexico System of School Support and Accountability. (1-100 pts)	35%	37.5%

Indicator 2: Subgroup Performance	Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades.	Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, 2.3, and 2.4. (1-100 points)	30%	25%
Indicator 3 Mission- or School-Specific Goals	Charter schools shall include two mission or school-specific goals that are Specific, Measurable, Achievable, Relevant and Time-bound.	Points are assigned based on the average of the ratings (if there are two or more goals) for the goals listed in Indicator 3. (0-100 points)	35%	37.5%

Organizational Performance Framework

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

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

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

Meets Standard:

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

Working to Meet Standard:

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

Does Not Meet Standard:

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

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

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

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

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

2. GOVERNANCE AND REPORTING

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

3. STUDENTS AND EMPLOYEES

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

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

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

Financial Performance Framework

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

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

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

New Mexico Public Education Commission



Board of Finance designation

NEW MEXICO PUBLIC EDUCATION COMMISSION BOARD OF FINANCE DESIGNATION

The governing body of HÓZHÓ ACADEMY CHARTER SCHOOL has maintained the following:

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

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

DocuSigned by:

Alan Brauer

6587F30F20284E7...

5/23/2023

ALAN BRAUER, CHAIR, The New Mexico Public Education Commission

Date Signed

New Mexico Public Education Commission



Discretionary waivers

Exhibit 1.c

Discretionary waivers

None identified

New Mexico Public Education Commission



PEC rule

Exhibit 1.d.

PUBLIC EDUCATION COMMISSION STATE CHARTER
SCHOOL PROCEDURES

NMAC 6.2.9

New Mexico Public Education Commission



Monitoring documents

Mission Specific Goal: Data Tracker			
School Name	Hozho Academy	Academic Year	2023
School Mission	The mission of Hózhó Academy is to train the minds, improve the hearts, and strengthen the bodies of our students through a classical education in the liberal arts and sciences, with instruction in the principles of moral character, civic virtue, and physical vigor.		
GOALS			
Hózhó Academy students will be able to demonstrate knowledge of classical concepts in art, music, architecture, poetry, and civic awareness of basic rights and responsibilities as citizens of the United States. The ability to identify classical pieces of art and music is the first step in promoting an appreciation and later, a love for beautiful art and music. With this love, students can access beautiful things and improve their quality of life and open doors to connect with others across countries, cultures, and time. It is our goal to ensure that students who graduate have a knowledge of these pieces. All Hózhó Academy students who are enrolled from the 40th to 120th day each year will be assessed on the Hózhó Academy Grade Level Classical Education Assessment and to be given by a school administrator or classroom teacher prior to the last day of school each school year and tracked on the school-wide spreadsheet.			
MEASURE OF SUCCESS			
Name of Assessment	Grade level Classical Education Assessment and Rubric		
How often Assessed	At least once per year		
Definition of how students successfully meet the goal	Mastery is defined as getting 80% of possible points, or more, on the grade level Classical Education Assessment and Rubric		
TARGETS			
Exceeds	80-100% of students who are present on both the 40th and 120th school days of students in grades K-5, will receive a 3 or better on the EOY Technology Literacy Portfolio and a 3 or better on Istation by EOY		
Meets	65-79% of students who are present on both the 40th and 120th school days of students in grades K-5, will receive a 3 or better on the EOY Technology Literacy Portfolio and a 3 or better on Istation by EOY		

Approches	50-64% of students who are present on both the 40th and 120th school days of students in grades K-5, will receive a 3 or better on the EOY Technology Literacy Portfolio and a 3 or better on Istation by EOY			
Does not meet	0-49% of students who are present on both the 40th and 120th school days of students in grades K-5, will receive a 3 or better on the EOY Technology Literacy Portfolio and a 3 or better on Istation by EOY			
Mission Specific Goal Outcomes				
Grade Level	FAY Count	Tested Count	Number Met	Percent Met
Kindergarden	10	2	1	50%
1st grade	11	2	2	100%
2nd grade	12	2	2	100%
3rd grade	14	2	2	100%
4th grade	10	2	2	100%
5th grade	15	2	2	100%
6th grade	20	2	2	100%
7th grade	21	2	2	100%
8th grade	18	2	2	100%
9th grade	11	2	2	100%
10th grade	14	2	2	100%
11th grade	12	2	2	100%
12th grade	16	2	2	100%
All students	184	26	25	96%
Outcome				
Exceeds				
NARATIVE DESCRIPTION OF OUTCOME AND PLAN FOR THE COMING YEAR				

New Mexico Public Education Commission



School and Governing Board approval

☐ Agenda/x ☐ Minutes of Hózhó Academy Governing Council

Date: June 5, 2023

Time: 5:15 pm

Location: Hozho Academy/Zoom

Hozho Academy

515 Park Ave

Gallup, NM 87301

Meeting Type: ☐ Regular ☒ Special ☐ Proposed ☐ Approved

I. Meeting was brought to order at 5:17 pm

II. Pledge of Allegiance led by J. Boucher

III. Roll Call

[SECRETARY]

Members:	Present	Absent
Jeremy Boucher	x <input type="checkbox"/>	<input type="checkbox"/>
Erin Montano	x <input type="checkbox"/>	<input type="checkbox"/>
Lucas Babycos	<input type="checkbox"/>	x <input type="checkbox"/>
Brinn King	<input type="checkbox"/>	x <input type="checkbox"/>
Eric James	<input type="checkbox"/>	x <input type="checkbox"/>
Rebecca Boucher	x <input type="checkbox"/>	<input type="checkbox"/>
Mariah Barnes	<input type="checkbox"/>	x <input type="checkbox"/>

Other Attendees:

Juliane Hillock

IV. Approval of Agenda:

[CHAIRPERSON]

Action Requested: Approve agenda

Motion: no additions or corrections so deemed approved

Second: [BLANK]

Amendments: [BLANK]

☐ Unanimous or Ayes: Nays:

V. Approval of Consent Agenda Items:

[CHAIRPERSON]

Action Requested: Approval of minutes from meetings on May 30, 2023

Motion: no additions or corrections so deemed approved

A copy of the meeting minutes are available for public inspection at Hózhó Academy within 10 calendar days for proposed minutes and 2 calendar days of approval for approved minutes. Hózhó Academy shall comply with subtitle A of Title II of the Americans with Disabilities Act of 1990. Should you require specific accommodation(s) please contact Jeremy Boucher (board@hozhoacademy.org) 5 business days prior to the meeting.

Second: [BLANK]

No correction or objection: [BLANK]

☐ **Unanimous** or **Ayes:** **Nays:**

VI. Action Item

Action Requested: Approval of Charter Renewal Contract and attachments including the Performance Framework, and the Monitoring Document(s)

J. Boucher signed already but need to be approved by the board.

Motion: motion to approve Charter renewal contract with the state and supporting documents by R. Boucher

Second: Montano

Amendments: [BLANK]

☐ **Unanimous** or **Ayes:** **Nays:**

R. Boucher **x**

Montano **x**

J. Boucher **x**

VII. Comments from the community: If you wish to submit a comment, please send an email to president@hozhoacademy.org no later than noon on , 2023.

VIII. Adjourn

Motion: [Blank]

Second: [Blank]

Discussion: [Blank]

☐ **Unanimous** or **Ayes:** **Nays:**

Meeting adjourned at 5:25 pm

☐ Agenda/x ☐ Minutes of Hózhó Academy Governing Council

Date: June 27, 2023

Time: 5:15 PM

Location:

Hozho Academy Join Zoom Meeting

<https://us06web.zoom.us/j/81136150709>

Meeting ID: 811 3615 0709

Meeting Type: x ☐ Regular ☐ Special ☐ Proposed ☐ Approved

I. Meeting was brought to order at 5:19 pm

II. Pledge of Allegiance led by J. Boucher

III. Roll Call

[SECRETARY]

Members:	Present	Absent
Jeremy Boucher	x <input type="checkbox"/>	<input type="checkbox"/>
Erin Montano	x <input type="checkbox"/>	<input type="checkbox"/>
Lucas Babycos	<input type="checkbox"/>	x <input type="checkbox"/>
Brinn King	x <input type="checkbox"/>	<input type="checkbox"/>
Eric James	x <input type="checkbox"/>	<input type="checkbox"/>
Rebecca Boucher	x <input type="checkbox"/>	<input type="checkbox"/>

Other Attendees: Katie Rarick, Dan Hill

IV. Approval of Agenda:

[CHAIRPERSON]

Action Requested: Approve agenda

Motion: no additions or corrections so deemed approved

Second: [BLANK]

Amendments: [BLANK]

☐ **Unanimous** or **Ayes:** **Nays:**

V. Approval of Consent Agenda Items:

[CHAIRPERSON]

A copy of the meeting minutes are available for public inspection at Hózhó Academy within 10 calendar days for proposed minutes and 2 calendar days of approval for approved minutes. Hózhó Academy shall comply with subtitle A of Title II of the Americans with Disabilities Act of 1990. Should you require specific accommodation(s) please contact Jeremy Boucher (board@hozhoacademy.org) 5 business days prior to the meeting.

Action Requested: Approval of minutes from meetings on June 5, 2023

Motion: no additions or corrections so deemed approved

Second: [BLANK]

No correction or objection: [BLANK]

☐ **Unanimous** or **Ayes:** **Nays:**

VI. Administrator's Report

- a. Enrollment still open for letters of intent for all grades other than Kindergarten. All teaching positions have been filled. Boardman building being prepped for use due to portable situation. Possibly middle school will be going to class there- looking for other options for a new portable. Lease to purchase agreement being worked on for property to the West of campus. Will bring kids back to campus from Boardman location ASAP.

VII. Finance Report

- a. IDEA carryover late, maintenance of effort needs to be met- \$30k will rollover for next year. Expenses have gone up mostly due to busing and building stuff. Gallup express invoice came in. Ending up at around \$700k. \$195k from state is supposed to come in for this fiscal year still. Most of liabilities are being paid in June. Final BAR adjustments being made. Board will be needing to sign docusign documents regarding nepotism questions in the near future.

VIII. Action Items:

Action Requested: Approve May 2023 Bank Rec and Check Register

June 15 payroll still made- received state money June 13th this year. Big reimbursements hit at the end of June to get ending number back up. Travel for Florida trip and staff training is paid by Aequetas and reimbursed by Hozho.

Motion: motion to approve May 2023 Bank Rec and Check Register by James

Second: R. Boucher

Amendments: [BLANK]

☐ **Unanimous** or **Ayes:** **Nays:**

J. Boucher	x
Montano	x
King	x
James	x
R. Boucher	x

Action Requested: 573-000-2223-0036-T

Money between different functions- 2600 rent, 2700 busing, 3100 food services. This year federal government reimbursed 40% compared to almost 100% last year. Operational food budget should go down next year due to state helping to close the gap from the federal government reimbursement.

Motion: motion to approve BAR 573-000-223-0036-T by King

Second: R. Boucher

Amendments: [BLANK]

<input type="checkbox"/> Unanimous	or	Ayes:	Nays:
J. Boucher		x	
Montano		x	
King		x	
James		x	
R. Boucher		x	

Action Requested: Approval Additional BARS

No additional BARS at this time

Motion: [BLANK]

Second: [BLANK]

Amendments: [BLANK]

<input type="checkbox"/> Unanimous	or	Ayes:	Nays:
------------------------------------	----	-------	-------

Action Requested: Request to approve contract for Julia Hillock, Brooke Shafer and Keith Hillock for SY 23-24.

All related to Julianne Hillock. Julia Hillock is a teacher, Brook Shafer is data position, Keith Hillock is operational position. All 3 are staff members no longer private contractors. Approving that they can be hired. All have clearly defined roles within their contracts.

Motion: motion to approve waiver of nepotism for SY 23-24 for Julia Hillock, Brooke Shafer, and Keith Hillock with requirement that Julianne Hillock will submit job description for Keith Hillock at next board meeting by J.Boucher

Second: R. Boucher

Amendments: [BLANK]

<input type="checkbox"/> Unanimous	or	Ayes:	Nays:
J. Boucher		x	
Montano		x	
King		x	

James	x
R. Boucher	x

IX. **Comments from the community:** If you wish to submit a comment, please send an email to president@hozhoacademy.org no later than noon on Tuesday, June 27, 2023.

X. **Adjourn**
Motion: [Blank]
Second: [Blank]
Discussion: [Blank]
☐ **Unanimous** or **Ayes:** **Nays:**

Meeting adjourned at 5:48 pm

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS

OPEN PUBLIC MEETING

June 16, 2023

9:00 a.m.

Mabry Hall, Jerry Apodaca Education Building

300 Don Gaspar

Santa Fe, New Mexico

AND

Via Zoom Webinar

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

Bean & Associates, Inc.

Professional Court Reporting Service

201 Third Street, NW, Suite 1630

Albuquerque, New Mexico 87102

JOB NO.: 7866N (CC)

<p style="text-align: right;">82</p> <p>1 of the contracts?</p> <p>2 Okay. All right. We're just going to</p> <p>3 skip Cottonwood Classical, and I'll come back to</p> <p>4 them after we do Item 11.</p> <p>5 We have to have the Board of Finance</p> <p>6 first, and then we'll approve their contract after</p> <p>7 we approve their Board of Finance.</p> <p>8 So that will bring us to Horizon Academy</p> <p>9 West. This school is led by Carissa Cantrell and</p> <p>10 Andrea Gallegos.</p> <p>11 They also provided an extensive and robust</p> <p>12 education program for their school, which the</p> <p>13 subcommittee recommends approval of.</p> <p>14 And then we also negotiated their</p> <p>15 school-specific goal, which is: "Horizon Academy</p> <p>16 West is committed to providing a rigorous, creative,</p> <p>17 and well-rounded education for all students through</p> <p>18 the integration of technology, where students will</p> <p>19 be challenged and encouraged to think critically and</p> <p>20 creatively to improve levels of achievement of State</p> <p>21 standards and benchmarks."</p> <p>22 So there is a technology literacy</p> <p>23 portfolio that this school does that's specific to</p> <p>24 themselves. And they will be having all their</p> <p>25 students, kinder through fifth -- so they grow in --</p>	<p style="text-align: right;">84</p> <p>1 COMMISSIONER TAYLOR: Second.</p> <p>2 THE CHAIR: Any discussion?</p> <p>3 (No response.)</p> <p>4 THE CHAIR: Let's move into a roll-call</p> <p>5 vote, please.</p> <p>6 COMMISSIONER BURT: Commissioner</p> <p>7 Clahchischilliage.</p> <p>8 COMMISSIONER CLAHCHISCHILLIAGE: Yes.</p> <p>9 COMMISSIONER BURT: Commissioner Carrillo.</p> <p>10 COMMISSIONER CARRILLO: Yes.</p> <p>11 COMMISSIONER BURT: Commissioner Gipson.</p> <p>12 COMMISSIONER GIPSON: Yes.</p> <p>13 COMMISSIONER BURT: Vice Chair Burt, yes.</p> <p>14 Commissioner Ingham.</p> <p>15 COMMISSIONER INGHAM: Yes.</p> <p>16 COMMISSIONER BURT: Chair Brauer.</p> <p>17 THE CHAIR: Yes.</p> <p>18 COMMISSIONER BURT: Commissioner Manis.</p> <p>19 COMMISSIONER MANIS: Yes.</p> <p>20 COMMISSIONER BURT: Commissioner Beck.</p> <p>21 COMMISSIONER BECK: Yes.</p> <p>22 COMMISSIONER BURT: And Commissioner</p> <p>23 Taylor.</p> <p>24 COMMISSIONER TAYLOR: Yes.</p> <p>25 COMMISSIONER BURT: All right. That</p>
<p style="text-align: right;">83</p> <p>1 in skills. So kinder starts with certain skills,</p> <p>2 and then they build on those skills as they move</p> <p>3 through the grade levels at this school.</p> <p>4 So while it's the same technology literacy</p> <p>5 portfolio every year, the skills that are required</p> <p>6 from the students grow throughout their academic</p> <p>7 career at this school.</p> <p>8 And so we did negotiate that. And there</p> <p>9 are benchmarks with them, and we do recommend</p> <p>10 approval of this contract.</p> <p>11 THE CHAIR: Commissioners, any questions</p> <p>12 or discussion?</p> <p>13 (No response.)</p> <p>14 THE CHAIR: Seeing none, Commissioner</p> <p>15 Gipson.</p> <p>16 COMMISSIONER GIPSON: I move that the</p> <p>17 Public Education Commission approve the charter</p> <p>18 contract and exhibits, including the performance</p> <p>19 framework, for Horizon Academy West, identified in</p> <p>20 Agenda Item 10, for the 2023--2028 charter term.</p> <p>21 I further move that the charter contract</p> <p>22 and Board of Finance designation be signed by the</p> <p>23 Chair, and the completed documents be sent to the</p> <p>24 school's governing board and posted on the PEC</p> <p>25 website.</p>	<p style="text-align: right;">85</p> <p>1 passes, nine-zero.</p> <p>2 All right. That brings us to Hózhó</p> <p>3 Academy. This school is led by Julianne Hillock.</p> <p>4 And they -- once again, they provided an extensive</p> <p>5 education program that the subcommittee reviewed and</p> <p>6 does recommend approval.</p> <p>7 They also negotiated their</p> <p>8 mission-specific goal, which is a little long, so</p> <p>9 bear with me. Let me see if I can -- maybe I can</p> <p>10 cut out some of it.</p> <p>11 "All Hózhó Academy students who are</p> <p>12 enrolled from the 40th to 120th day each year will</p> <p>13 be assessed on the Hózhó Academy grade-level</p> <p>14 classical education assessment and to be given by a</p> <p>15 school administrator or classroom teacher prior to</p> <p>16 the last day of school each year and tracked on the</p> <p>17 school-wide spreadsheet."</p> <p>18 So, similarly, with the last school with</p> <p>19 the technology, this one is about the classical</p> <p>20 education. So sometimes it's identifying artwork,</p> <p>21 speeches, historical documents.</p> <p>22 And, once again, it starts off with their</p> <p>23 littles, with age-appropriate skill set, and grows</p> <p>24 year after year. And their expectations of what the</p> <p>25 students need to know as part of that classical</p>

<p style="text-align: right;">86</p> <p>1 education curriculum grows throughout their time in 2 Hózhó Academy as well. 3 So we did negotiate the benchmarks of that 4 and do recommend approval of this contract. 5 Any questions? 6 (No response.) 7 THE CHAIR: seeing none, Commissioner 8 Gipson. 9 COMMISSIONER GIPSON: Okay. I move that 10 the Public Education Commission approve the charter 11 contract and exhibits, including the performance 12 framework, for Hózhó Academy, identified in Agenda 13 Item 10, for the 2023-2028 charter term. 14 I further move that the charter contract 15 and Board of Finance designation be signed by the 16 Chair and the completed documents be sent to the 17 school's governing board and posted on the PEC 18 website. 19 COMMISSIONER TAYLOR: Second. 20 THE CHAIR: Any discussion? 21 (No response.) 22 THE CHAIR: Seeing none, let's take a 23 roll-call vote, please. 24 COMMISSIONER BURT: Commissioner Gipson. 25 COMMISSIONER GIPSON: Yes.</p>	<p style="text-align: right;">88</p> <p>1 program which the subcommittee reviewed and does 2 recommend approval of and provided the 3 school-specific goal of: "Students in Grades 6 4 through 12 enrolled on the 40th and 120th day of 5 each school year..." -- which I think we generally 6 put in every single one of them, just so you know -- 7 "...will complete all of the Media Literacy Program 8 elements prescribed for their grade level." And 9 their graduates who are on the traditional 10 graduation track... -- so there's -- we excluded the 11 students with severe cognitive disabilities, unless 12 that student completes an internship -- "...will 13 successfully complete one or more Media Arts-related 14 internships, which is 60 contact hours, as evaluated 15 by the Internship Agreement Form." 16 So it's two prongs that the school is 17 committed to doing both sections of. So there is an 18 assessment given on media literacy to every student. 19 And their graduates have to complete an internship. 20 So they're committing to both. 21 And we did negotiate the benchmarks for 22 those, and we do recommend approval. 23 THE CHAIR: Any questions? Discussion? 24 (No response.) 25 THE CHAIR: Seeing none, Commissioner</p>
<p style="text-align: right;">87</p> <p>1 COMMISSIONER BURT: Commissioner Ingham. 2 COMMISSIONER INGHAM: Yes. 3 COMMISSIONER BURT: Commissioner Manis. 4 COMMISSIONER MANIS: Yes. 5 COMMISSIONER BURT: Commissioner Taylor. 6 COMMISSIONER TAYLOR: Yes. 7 COMMISSIONER BURT: Commissioner Beck. 8 COMMISSIONER BECK: Yes. 9 COMMISSIONER BURT: Chair Brauer. 10 THE CHAIR: Yes. 11 COMMISSIONER BURT: Vice Chair Burt, yes. 12 Commissioner Carrillo. 13 COMMISSIONER CARRILLO: Yes. 14 COMMISSIONER BURT: And Commissioner 15 Clahchischilliaige. 16 COMMISSIONER CLAHCHISCHILLIAGE: Yes. 17 COMMISSIONER BURT: All right. That 18 passes, nine-zero. 19 All right. That will bring us to the 20 New Mexico Academy of Media Arts, led by Jonathan 21 Dooley. 22 This school -- I know. I think he's -- I 23 think -- I don't think much longer -- negotiated 24 with John Dooley and his GC members. 25 The school provided a robust education</p>	<p style="text-align: right;">89</p> <p>1 Gipson. 2 COMMISSIONER GIPSON: I move that the 3 Public Education Commission approve the charter 4 contract and exhibits, including the performance 5 framework, for New Mexico Academy of Media Arts, 6 identified in Agenda Item 10, for the 2023-2028 7 charter term. 8 I further move that the charter contract 9 and Board of Finance designation be signed by the 10 Chair and the completed documents be sent to the 11 school's governing board and posted on the PEC 12 website. 13 COMMISSIONER TAYLOR: Second. 14 THE CHAIR: Discussion of the motion? 15 (No response.) 16 THE CHAIR: Seeing none, roll-call vote, 17 please. 18 COMMISSIONER BURT: Commissioner Carrillo. 19 COMMISSIONER CARRILLO: Yes. 20 COMMISSIONER BURT: Vice Chair Burt, yes. 21 Commissioner Clahchischilliaige. 22 COMMISSIONER CLAHCHISCHILLIAGE: Yes. 23 COMMISSIONER BURT: Chair Brauer. 24 THE CHAIR: Yes. 25 COMMISSIONER BURT: Commissioner Gipson.</p>