

New Mexico Public Education Commission



Cesar Chavez Community School

2024-2029

Contract *(Titles are hyperlinks, click to go to document)*

Performance Framework

Academic

School specific/mission specific goal

Organizational

Financial

Option 3 Targets

Mission-Specific Goal

Condition Compliance Template

Board of Finance designation

PEC and Governing Board

approval

New Mexico Public Education Commission



New Mexico Charter School Contract Performance Framework Mission Specific Goal and Condition Compliance document

For Cesar Chavez Community School
For the charter term: 2024-2029

Public Education Commission
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Santa Fe, NM 87501
(505) 827-6909
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Charter Contract
Between the New Mexico Public Education Commission
and
Cesar Chavez Community School

This Charter Contract is hereby entered into by and between the New Mexico Public Education Commission (“Commission”), and Cesar Chavez Community School (“School”), a New Mexico charter school, by and through the School’s Governing Body, known as the Cesar Chavez Community School Governing Body (“Governing Body”) effective this 1 day of July 2024. 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 on December 13, 2023, 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.

“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.

“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
Exhibit B	Board of Finance authorization letter from the Commission

¹ Amendments to the school specific goal may be proposed by providing a School Specific Goal Amendment Form to the Commission. (Document A5). The Performance Framework is scored according to business rules approved by the PEC and posted here: <https://webnew.ped.state.nm.us/bureaus/public-education-commission/policies-and-processes/performance-review-and-accountability-system-and-performance-frameworks/>

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 (Performance Framework 2.A).	Mission specific indicator	Scoring sheet for PF 2.A. attached to Mission specific indicator, Performance Framework.
Monitoring Doc 2 (Performance Framework 1.A.2 or 1.A.3)	School-specific assessment replacing a Department assessment The school has provided a spreadsheet, 2.a CCCS Goals for Option 3, with all of the information on the calculation of Option 3 that is attached to the contract as well. The scoresheet to calculate the performance is 2.b. CCCS Framework Template.	<input checked="" type="checkbox"/> Provided on the PEC website related to the Performance Framework for the specific type of assessment tool to be used. Presently posted here: https://webnew.ped.state.nm.us/bureaus/public-education-commission/policies-and-processes/performance-review-and-accountability-system-and-performance-frameworks/
Monitoring Doc 3 (See 3.2 below)	Condition compliance information	<input checked="" type="checkbox"/> Attached to Performance Framework

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

SECTION 3: SCHOOL SPECIFIC TERMS

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

3.1 Public School. The Governing Body shall ensure that:

A. the School is operated as a public school consistent with the terms of the Charter Contract including the Performance Framework² 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 2004-2005. This Charter Contract shall be in full force and effect from July 1, 2024 until June 30, 2029, 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 with the following condition:

- 1) To improve individual student academic growth beginning with specific immediate action to correct student academic growth that is presently below state standards and report data from the school’s assessments back to the PEC by the June PEC meeting each year.

² Exhibit A

2) That the school's record of performance demonstrates:

- a) Continuous student academic growth;
- b) student graduation rate growth beginning with specific immediate action to increase student graduation rates that are presently below state standards;
- c) that the needs of special education students are being adequately addressed through the successful completion of the Public Education Department's Special Education Corrective Action Plan (CAP) in accordance with PED requirements and timelines (completed January 2024); and
- d) that the school report annually on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based on the data.

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

[check all that apply]

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

3.3 Mission and Educational Program.³ The School's Mission is as stated below:

Mission: Cesar Chavez Community School offers intensive support to students entering or reconnecting to high school through flexible and personalized programs during non-traditional hours. We prepare our graduates for their next steps, including education, training, work, family, and participation in the community.

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:

The School focuses on the specific needs of re-engaging students in a hybrid setting. Each of the following are integral to the academic success of our students:

1. Small classes will be maintained (maximum 17:1) as evidenced by: scheduled class roster lists (spreadsheet).

2. Students and families will collaborate with an assigned school-staff Mentor to foster communication, build relationships, and monitor academic progress and individual student needs and goals as evidenced by one or more of the following: CCCS Mentor List, student, teacher, and parent focus groups, and a sampling of redacted Mentor Folders.

³ 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)

3. Individualized and flexible scheduling for students will include daily direct instruction and synchronous classes with on-campus and remote learning options as evidenced by one or more of the following: Classroom observations, sampling of redacted Individual Scheduling Plans and student, teacher, and parent focus groups.

4. School will provide on-going professional development for its staff on topics such as trauma-informed instruction, positive behavior supports, and re-engagement practices as evidenced by one or more of the following: PD Calendar or CCCS in-service agendas.

5. College and Career Readiness, empowerment, and real-life learning applications will be offered through Work Experience credit, CTE and Careers courses, Dual Credit courses, and Arts Electives as evidenced by one or more of the following: CCCS Master Schedule, student, teacher, and parent focus groups, and a sampling of redacted student schedules.

6. School will provide students with intensive wrap-around services as evidenced by one or more of the following: staff list to include (Social Workers, Part-Time Nursing Services, and Attendance Coach); Social Work Referral Process Form, Redacted Sample of Attendance Intervention Log.

7. Small group and one-on-one academic supports will be provided as evidenced by one or more of the following: tutoring during school hours, student, teacher, and parent focus groups, and a sample Tutoring log.

8. The School uses mixed grade or mixed age education as part of its model. Students are placed in classes according to their academic needs and credits tracked for graduation.

3.5 Manner of Instruction.

Remote 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 remote 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 "remote instruction."

A.2 Some Virtual Components. The School uses remote instruction, or a hybrid or blended learning model as follows:

Teachers are on campus but students are provided with individualized and flexible scheduling to include daily direct instruction and synchronous classes with on-campus and remote learning options.

Each student will identify a schedule regarding attendance through remote synchronous classes and in-person attendance approved by School leadership. Students seeking to attend 100% remotely, rather than in-person, must obtain a hardship waiver from the School.

3.6 Enrollment Cap and Authorized Grade Levels.

The School shall serve no more than 300 students in grades 9-12.⁴

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.⁵

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

School Name: Cesar Chavez Community School

Street Address: 1325 Palomas Drive SE

City, State, Zip: Albuquerque, New Mexico 87108

The School may not exceed the approved occupancy capacity of the Facility, which is 370. The School may move facilities by following the PEC procedure processes.

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.⁶

Not Applicable.

3.8.3 Foundation Declaration.

The School has a relationship with Cesar Chavez Community School Education Foundation, 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.

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

⁴ 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)

⁵ 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.)

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

The School:

does not provide transportation.

The School:

provides food services to include: breakfast lunch snacks; or

3.10 Notification of Discretionary Waivers. The following discretionary waivers have been approved by the Secretary. The School will update this list as needed⁷. 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.

Not Applicable.

3.11 Tribal Consultation.

The Public Education Department provides annual designation to schools on tribal consultation. A school’s designation and the requirements of the school may change from year to year. The information is posted at <https://webnew.ped.state.nm.us/bureaus/indian-education/tribal-consultation/>.

Not applicable at the present time. The School understands that it may be designated to provide tribal consultation during the term of the Charter and, if so designated, will comply with the requirement.

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 conduct tribal consultation because of the number of Native students enrolled at the School and shall consult with the educational liaison identified at the Department for consultation as required by law, and shall document the attempts at tribal consultation.

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

⁷ Notification of additions to this list as approved by the Secretary shall be provided on a Notification form.

criteria set forth in the Performance Framework. (§22-8B-12(E.) NMSA 1978, and 6.2.9.12 and 13 NMAC) and the provisions of this Charter Contract.

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

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

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

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

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.⁸

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 required to assess compliance with this Contract, the Performance Framework, as needed for the annual report and 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, OBMS and STARS. The Commission will utilize classroom or school-level data when possible, will be provided with redacted student-level information if

⁸ See Section 2.2 above.

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.

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

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.

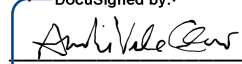
8.7.6 Resolution and payment.

- 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 Cesar Chavez Community School

By Charter Representative:

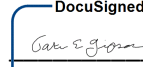
DocuSigned by:


56A B0D 18C 78845D
 Anacelis Verde-Claro

Date: 5/21/2024

averdeclaro@hotmail.com

New Mexico Public Education Commission

DocuSigned by:


 Patricia Gipsen, Chair

Date: 5/21/2024

PEC.districtseven@ped.nm.gov

New Mexico Public Education Commission



New Mexico Charter School Performance Framework

For Cesar Chavez Community School
For the charter term: 2024-2029

Public Education Commission
300 Don Gaspar Ave.
Santa Fe, NM 87501
(505) 827-6909
charter.schools@ped.nm.gov

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School Selection Academic Framework Options & Mission Goals

The school selects the following academic performance options

State Accountability System		
Option	Selection (Choose 1)	Description
1.A.3	<input checked="" type="checkbox"/>	<p>The school's overall performance on the state accountability system is replaced with the PEC-approved performance system attached to this document.</p> <p>The school has provided a spreadsheet, 2.a CCCS Goals for Option 3, with all of the information on the calculation of Option 3 that is attached to the contract as well. The scoresheet to calculate the performance is 2.b. CCCS Framework Template.</p>
Outcomes for Student Growth		
Option	Selection (Choose 1)	Description
1.B.3	<input checked="" type="checkbox"/>	<p>The school's overall performance on the state accountability system is replaced with the PEC-approved performance system attached to this document.</p> <p>The school has provided a spreadsheet, 2.a CCCS Goals for Option 3, with all of the information on the calculation of Option 3 that is attached to the contract as well. The scoresheet to calculate the performance is 2.b. CCCS Framework Template.</p>
1.C	Participation rate	<p>The school has a different definition of a student who “participates” in testing.</p> <p>The school has provided a spreadsheet, 2.a CCCS Goals for Option 3, with all of the information on the calculation of Option 3 that is attached to the contract as well. The scoresheet to calculate the performance is 2.b. CCCS Framework Template.</p>

2.C	Re-enrollment	<p>The school has a different definition of a student who “re-enrolls” in the school.</p> <p>The school has provided a spreadsheet, 2.a CCCS Goals for Option 3, with all of the information on the calculation of Option 3 that is attached to the contract as well. The scoresheet to calculate the performance is 2.b. CCCS Framework Template.</p>

Condition:

	<ol style="list-style-type: none"> 1) To improve individual student academic growth beginning with specific immediate action to correct student academic growth that is presently below state standards and report data from the school’s assessments back to the PEC by the June PEC meeting each year. 2) That the school’s record of performance demonstrates: <ol style="list-style-type: none"> a) Continuous student academic growth; b) student graduation rate growth beginning with specific immediate action to increase student graduation rates that are presently below state standards; c) that the needs of special education students are being adequately addressed through the successful completion of the Public Education Department’s Special Education Corrective Action Plan (CAP) in accordance with PED requirements and timelines (completed January 2024); and d) that the school report annually on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based on the data.
<p>Plan for Compliance :</p>	<p>Attached as part of the Contract documents as a Condition reporting template.</p>

Mission Specific Goals

The school has identified one Mission specific goal set forth below.

Introduction

The New Mexico Charter Schools Performance Framework supports the Public Education Commission (PEC), state-authorized charter schools, and the Charter Schools Division (CSD) in answering a series of three questions posed by an approach called [Results-Based Accountability](https://clearimpact.com/results-based-accountability/)TM: How much did each charter school do? How well did they do it? Is anyone better off as a result?¹ This process resulted in measures that include both *school-specific performance indicators* that give schools flexibility in capturing how their mission is being operationalized and fulfilled and *universal performance indicators* applied across all state-authorized charter schools. These universal performance indicators capture the PEC's priorities surrounding standard quality processes and outcomes across all schools in its portfolio.

The Performance Framework provides a roadmap for the annual evaluation of the performance of state-authorized charter schools and is a material term of the charter schools' contracts, as stated in NMSA §22-8B-9.1 (1978).

How the Performance Framework Is Used

As the authorizer of state-chartered schools, the PEC uses the Performance Framework as the primary tool for school monitoring and accountability. The PEC, in collaboration with the CSD, has designed the New Mexico Performance Framework to be more than just that. In addition to providing transparent criteria by which the PEC will consider to make informed charter authorization decisions, the Performance Framework is also intended to support all parties with the following:

- 1) Understanding where schools are strong and where they need support,
- 2) Supporting schools' internal continuous improvement efforts,
- 3) Identifying and celebrating promising practices and programs, and
- 4) Providing the PEC and individual schools with data and stories that help communicate a meaningful and positive narrative about New Mexican students, communities, and schools.

Statutory Requirements for the Performance Framework

This document meets the requirements of New Mexico Statutes Annotated §§ 22-8B-9 and 9.1, NMSA 1978, and will allow the PEC and CSD to effectively monitor school performance in a transparent and clear manner. According to § 22-8B-9(B.11), "the process and criteria that the chartering authority intends to use to annually monitor and evaluate the fiscal well-being, overall governance, and student performance of the charter school, including the method that the chartering authority intends to use to conduct the evaluation as required by Section 22-8B-12 NMSA 1978."

¹ <https://clearimpact.com/results-based-accountability/>

Further, the following is required for a performance framework:

§ 22-8B-9.1. Performance Framework

- A. The performance provisions in the charter contract shall be based on a Framework that clearly sets forth the academic and operations performance indicators and performance targets that will guide the chartering authority's evaluation of each charter school. The Performance Framework shall be a material term of the charter school contract and shall include performance indicators and performance targets for, at a minimum:
- (1) student academic performance;
 - (2) student academic growth;
 - (3) achievement gaps in both proficiency and growth between student subgroups;
 - (4) attendance;
 - (5) recurrent enrollment from year to year;
 - (6) if the charter school is a high school, post-secondary readiness;
 - (7) if the charter school is a high school, the graduation rate;
 - (8) financial performance and sustainability; and
 - (9) governing body performance, including compliance with all applicable laws, rules, and terms of the charter contract.
- B. Annual performance targets shall be set by each chartering authority in consultation with its charter schools and shall be designed to help each charter school meet applicable federal, state, and chartering authority expectations as set forth in the charter contracts to which the authority is a party.
- C. The performance framework shall allow for the inclusion of additional rigorous, valid, and reliable indicators proposed by a charter school to augment external evaluations of its performance, provided that the chartering authority shall approve the quality and rigor of such proposed indicators and the indicators are consistent with the purposes of the Charter Schools Act.
- D. The performance framework shall require the disaggregation of all student performance data collected in compliance with this section by student subgroup, including gender, race, poverty status, special education or gifted status, and English language learner.
- E. The chartering authority shall collect, analyze and report all data from state assessment tests in accordance with the performance Framework set forth in the charter contract for each charter school overseen by that chartering authority.

NMAC 6.2.9.11 – 6.2.9.13 provides further direction regarding how this Performance Framework and the performance indicators will be incorporated into the CSD annual reports and possibly form the basis for corrective action issued by the PEC to the school.

Framework, Categories, and Performance Indicators

Framework	Category	Performance Indicator
Academic	State Accountability System	1.A. State Accountability System
		1.B. Outcomes for Special Student Groups
		1.C. Participation Rate
	School-Specific	2.A. Mission Goal
		2.B. Education Program Implementation
		2.C. Conducive Learning Culture
Organizational	Governing Body Membership, Training, and Responsibilities	3.A.1. Membership
		3.A.2. Training
		3.A.3. Meeting Transparency and Documentation
	Equitable Enrollment Process	3.B. Non-discriminatory enrollment process
	Compliance with Legal Requirements	3.C. Annual Compliance Requirements
Financial	Financial Health	4.A. Days Cash on Hand
		4.B. Annual Financial Audit
		4.C. Financial Reporting and Compliance
		4.D. Fiscal Oversight
		4.E. Enrollment Variance

For each performance indicator, the PEC has determined the performance measure and performance criteria. For a number of performance indicators in the Academic Framework, the PEC has embedded school choice in selecting performance measures. This provides flexibility for a school to demonstrate academic performance that is directly aligned with its mission, vision, and educational program and meets the needs of its families.

Annual Evaluation and Reports

Schools will receive an annual evaluation based on their performance on all three areas of the Performance Framework combined (Academic, Organizational and Financial). The annual evaluation provides the PEC and the public with information about the school's overall performance in the previous school year. The evaluation provides the school with useful information on their performance and transparency into their strengths and areas for improvement. The purpose of providing this evaluation is to set clear expectations, promote continuous improvement and provide clear results contained in the school's record of performance as required by NMAC 6.2.9.11.

The CSD may recommend, and the PEC may provide a notice of exemplary performance, a notice of satisfactory performance, a notice of unsatisfactory performance or a notice of uncorrected unsatisfactory performance based on the Annual Report. A school may receive a notice of unsatisfactory or uncorrected unsatisfactory performance for any indicator that scores below a "Meets Performance Expectations" even if a school earns an overall evaluation rating of "On Track for Expedited Renewal" or "On Track for Renewal."

PEC will then accept the annual reports, issue corrective action as it deems necessary during the term of the charter contract and make a decision on renewal at the end of the charter term on the full record of performance and consistent with § 22-8B-12, NMSA 1978 and NMAC 6.2.9.11, 12, 13, 16 and 17.

Overall Evaluation		
Tier Status	Likely Renewal Outcome ²	Description
Tier 1	On Track for Expedited Renewal	The school earns Meets or Exceeds for all performance indicators in all frameworks.
Tier 2	On Track for Renewal	The school earns a Meets or Exceeds in all performance indicators in the Academic Framework and earns Working to Meet or Meets for all performance indicators in the Financial and Operational Frameworks.
Tier 3	On Track for Renewal with Conditions or Possible Non-Renewal	The school earns Working to Meet in one or more performance indicators of the Academic Framework but does not meet the criteria for Does Not Meet Performance Expectations .
Tier 4	Not on Track for Renewal	Earns a Does Not Meet in 1.A or 1.B. or in three (3) or more performance indicators of the Academic Framework. OR The school earns (8) eight or more Does Not Meet ratings across the Academic, Organizational, and Financial Frameworks.

² While the Overall Evaluation provides a likely renewal outcome to provide transparency and clarity on the performance of a school, the designations are intended as an acknowledgment of positive performance or a warning and should trigger action on the part of the school to improve its performance. Actual non-renewal is a determination made by PEC only at the time of renewal based on a school's record of performance across the entire contract term.

Individual Performance Indicator Ratings

Each Performance Indicator will receive one of the following ratings based on the criteria established. Failure of the school to provide data will result in a "Does Not Meet" Performance Expectations.

Performance Indicator Rating	Definition
Exceeds Performance Expectations *Academic Framework Only*	The school's outcomes are exemplary in this academic performance indicator.
Meets Performance Expectations	The school's outcomes meet expectations in this performance indicator.
Working to Meet Performance Expectations	The school is showing inconsistencies in the performance indicator that may warrant oversight to ensure outcomes are met.
Does Not Meet Performance Expectations	The school is not meeting the expectations in the performance indicator, which warrants oversight ensure outcomes are met.
Not Applicable	<p>Academic and Organizational Frameworks: The school is in its first year and lacks sufficient data to be rated.</p> <p>Financial Framework: The school is in its first two years of operation and lacks sufficient data; financials will be reviewed, however, and feedback provided.</p>

Part I: Academic Framework

The PEC and CSD provide a fair and equitable academic oversight process for the public charter schools within PEC's portfolio. Therefore, this Academic Framework embeds choice for each school in determining the assessments used. Each school will negotiate with the PEC to include mission-specific measures and optional assessments. Results for each performance indicator will be determined annually and included in an overall performance rating.

Option ³	Performance Measure	Performance Criteria
1.A. State Accountability System: The school ensures students meet or exceed the expectations established by PED for all New Mexican students, including sufficient academic achievement and academic growth. ⁴		
1.A.3.	The school's overall performance on the state accountability system is replaced with a PEC-approved performance system using PED-approved nationally normed assessments ⁵ or, under special circumstances, with PEC-approved assessments that are nationally and/or state-normed with explicit growth targets and business rules for calculating the growth target as agreed to in the school's charter contract. ⁶	The school must negotiate a performance scale that is comparable to Option 1 and, based on 100 points, approved by PEC. Exceeds: ≥ - 75.1% of possible points Meets: < 50.1% but ≥ 75% of possible points Working to Meet: < 25.1% but ≥ 50% of possible points Does Not Meet: < 25% of possible points <u>See attached document 2.a CCCS Goals for Option 3.</u>
Rubric for Outcomes is attached to this Performance Framework		
1.B. Outcomes for Student Groups: The school ensures the following student groups demonstrate academic excellence through individual growth: male, female, low-income, English learners, students with disabilities, and race/ethnic groups: Native American, White, Black, Asian, and Hispanic.		
1.B.3.	The school's performance on the state accountability system for student groups is replaced with a PEC-approved performance system using PED-approved nationally normed assessments ⁷ or, under special circumstances, with PEC-	The school must negotiate a performance scale that is comparable to Option 1 and, based on 100 points, approved by PEC. <u>See attached document 2.a. CCCS Goals for Option 3.</u>

³ One option will be chosen by each school for 1.A., 1.B., and 2.A. only. Options 1.A.1. and 1.B.1 are the default options; schools may negotiate options 1.A.2., 1.A.3. 1.B.2., and 1.B.3. during contract negotiations. The academic performance indicators negotiated as part of the charter contract and associated performance framework are intended to remain unchanged for the duration of the charter contract.

⁴ If the school selects Option 1.A.2. or 1.A.3. and fewer than 85% of students identified to be tested are tested on school-specific assessments, the results are considered invalid, and the school defaults to Option 1.A.1. If testing data are not provided to CSD for review by the timeline established by CSD, the results are considered invalid, and the school defaults to Option 1.A.1. If the school wishes to change assessments or growth targets, it is considered a material change of the contract and requires PEC approval prior to the change through a contract amendment.

⁵ Note 6 applies.

⁶ Note 4 applies.

⁷ Note 6 applies.

	approved assessments that are nationally and/or state-normed assessments with explicit growth targets and business rules for calculating the growth target as agreed to in the school's charter contract. ⁸	
	Exceeds	In scoring each subgroup in reading and math, all subgroups earns at least 75% of possible points (i.e. 37/50 points)
	Meets	In scoring each subgroup in reading and math, all subgroups earn at least 50% of possible points (i.e. 25/50 points)
	Approaches	In scoring each subgroup in reading and math, more than half of the subgroups earn at least 50% of possible points (i.e. 25/50 points)
	Does Not Meet	In scoring each subgroup in reading and math, less than half of the student subgroups earn at least 50% of possible points (i.e. 25/50 points)
Rubric for Outcomes is attached to this Performance Framework		
1.C. Participation Rate: The school assesses student progress and achievement annually.		
The school complies with state and contractual assessment requirements.	Participation in all state-wide assessments: <u>See attached document 2.a. CCCS Goals for Option 3.</u>	
2.A. Mission Goals: The school's education program effectively supports mission implementation, student academic success, and overall student well-being that supports the community in which they serve. ⁹		
2.A.1.	Within the charter contract, briefly describe what the school is doing to meet its mission and how it will be measured ¹⁰ to demonstrate that students are better off as a result.	Supporting Narrative: Using Results-Based Accountability (RBA) as a model, reflect on the following questions: How much did the school do?

⁸ Note 12 applies.

⁹ If fewer than 85% of students identified to be tested are tested on the mission-specific assessment, the results are considered invalid, and the school's mission goal will be considered "Does Not Meet." If the testing data is not provided to CSD for review by the timeline established by CSD, the results are considered invalid, and the school's mission goal will be considered "Does Not Meet." If the school changes assessments or the way in which the measure is calculated, it is considered a material change of the charter contract and requires prior PEC approval.

¹⁰ All students at the school should participate in the mission of the school, so the goal should cover and assess all students at the school. The assessment can vary by grade and certain assessments can be more rigorous than

2.A.2.		<p>How well did the school do it? Is anyone better off as a result? How do you know?</p> <p>Exceeds: exemplary performance as set forth in this Performance Framework</p> <p>Meets: meets performance as set forth in this Performance Framework</p> <p>Working to Meet: earns working to meet performance as set forth in this Performance Framework</p> <p>Does Not Meet: does not meet performance as set forth in this Performance Framework</p>
<p>Goal: For the 2020-21 school year, the school will ensure that all students are engaged in learning and are achieving at or above grade level. The school will ensure that all students are engaged in learning and are achieving at or above grade level.</p>		
<p>2.B. Education Program Implementation: The school's education program fulfills a need in the community in which they serve, as documented in their charter contract and PEC-approved amendments.</p>		
The school is implementing the program as outlined in its charter contract.	<p>During the annual site visit conducted by CSD:</p> <p>Meets: All elements of the education program as outlined in the charter contract are implemented when CSD does its annual site visit review.</p> <p>Working to Meet: Due to lack of observable evidence, CSD is unable to confirm that all elements of the education program as outlined in the charter contract are implemented at its annual site visit review, but the school is able to submit evidence within 90 days of the review to confirm implementation.</p> <p>Does Not Meet: One or more elements of the school's education program as outlined in the charter contract are not implemented when CSD does its annual site visit review nor submitted within 90 days of the review.</p>	
<p>2.C. Conducive Learning Culture: The school's culture meets the needs of the community in which it is located and equitably encourages all students to thrive in their learning environment.</p>		
Eligible student re-enrollment (recurrent enrollment) in the school from the 40 th day count of the previous school year to the 40 th day count of the current school year. ¹¹	<p>Percentage of eligible students who re-enroll:</p> <p>Exceeds: ≥ 90%</p> <p>Meets: < 90% but ≥ 80%</p>	

others (i.e. if a school's mission culminates in a senior-year capstone project, the senior year assessment can be the most rigorous, and the assessments of 9-11 grade students could be assessed showing that they are gaining the building blocks necessary to be successful in their senior year capstone project such as learning and practicing interview skills needed for the capstone project.)

¹¹ The combined re-enrollment rate for all eligible students for elementary, middle, and high school grade bands. For each school, "eligible students" are defined by enrolling at the start of the previous school year (or Year 1) in one of the "starting grades." Starting Grades are: K, 1, 2, 3, 4, 6, 7, 9, 10, and 11. Students enrolling at the start of

	<p>Working to Meet: < 80% but ≥ 70%</p> <p>Does Not Meet: < 70%</p> <p><u>See attached document 2.a. CCCS Goals for Option 3, re-enrollment definition.</u></p>
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Part II: Organizational Framework

The PEC and CSD are dedicated to providing a fair and equitable organizational oversight process for the state charter schools within PEC's portfolio. Therefore, this details the organizational requirements of state charter schools. Results for each performance indicator will be determined annually and included in an overall performance rating. The Organizational Framework has three categories and six performance indicators designed to encourage transparent, compliant public schools.

Performance Indicator	Performance Measure	Performance Criteria
3.A. Governing Body Membership, Training, and Responsibilities: The governing board effectively oversees the school's management to ensure that the school is financially responsible, compliant with applicable laws, and fulfilling its mission and the academic success of students.		
3.A.1. Membership	The number of governing council members stays within the range designated in the school's bylaws.	<p>Meets: The number of governing council members stays within the range designated in bylaws during the school year, or if it drops below, all vacancies are filled within 45 days (or 75, with an extension provided by the CSD)</p> <p>Does Not Meet: The number of governing council members during the school year is below the number designated in bylaws for more than 45 days (or 75 with extension)</p>
3.A.2. Training	All members of the governing body have completed all training hours required by law by the end of the fiscal year.	<p>Meets: All members of the governing body have completed all training hours required by law by the end of the fiscal year.</p> <p>Working to Meet: At least 80% of required total training hours combined for the governing body have been completed as required by law by the end of the fiscal year.</p> <p>Does Not Meet: The school did not meet the criteria for Working to Meet.</p>
3.A.3. Meeting Transparency and Documentation	The school is in compliance with publicly posting meetings,	Meets: The school provides an accurate board calendar. For EVERY meeting in which a quorum of the governing body is present, the school (1) publicly

the previous school year in grades 5, 8, or 12 will not be considered in this measure, as students tend to switch schools for middle and high school and leave high school after 12th grade. A “re-enrolled student” is an “eligible student” who is enrolled in the school in the fall of the current year. CSD may take into consideration extraordinary circumstances and evaluate schools based on information as provided.

	minutes, and calendar of meetings.	<p>posts a notification with the agenda at least 72 hours prior to the meeting and (2) publicly post on their website a board-approved copy of the minutes within ten (10) days after approval, which must occur at their next regularly scheduled board meeting.</p> <p>Working to Meet: The school provides an accurate board calendar. For at least 75% of the board meetings in which a quorum of the governing body is present, the school (1) publicly posts a notification with the agenda at least 72 hours prior to the meeting and (2) publicly post on their website a board-approved copy of the minutes within ten (10) days after approval, which must occur at their next regularly scheduled board meeting.</p> <p>Does Not Meet: The school fails to provide an accurate board calendar. For more than 25% of the meetings in which a quorum of the governing body is present, the school did not (1) publicly post notification with agenda at least 72 hours prior to the meeting or (2) publicly post a board-approved copy of the minutes within ten (10) days after the approval.</p>
<p>3.B. Equitable Enrollment Process: The school ensures that all families have the opportunity to learn about, apply to, and enroll in the school.</p>		
Non-discriminatory Enrollment Process	The school has an Enrollment Policy consistent with Lottery Guidance and with two distinct sections: Lottery Form/Lottery Process and Enrollment/Registration	<p>Meets: The school's Enrollment Policy is consistent with the Lottery Guidance criteria on the CSD website or lottery/enrollment laws and rules, if promulgated.</p> <p>Does Not Meet: The school does not have an Enrollment Policy, or the Policy does not meet all of the Lottery Guidance criteria or lottery/enrollment laws and rules, if promulgated.</p>
<p>3.C. Compliance with Legal Requirements: The school creates a safe environment and is in compliance with the charter contract, federal and state statutes and rules, and PED guidelines unless waivers preserving charter autonomy are in place.</p>		
Annual Compliance Requirements	List of Annual Compliance Requirements, as approved annually no later than July 1 by PEC, and distributed by CSD to schools by that time.	<p>Meets: In compliance with all requirements, is timely with submissions and does not have to resubmit due to errors.</p> <p>Working to Meet: In compliance with all requirements but may be late with submissions and may have to resubmit due to errors in the initial submission.</p> <p>Does Not Meet: Out of compliance with one or more requirement or one or more compliance requirement is not submitted.</p>

Part III: Financial Framework

The PEC and CSD are dedicated to protecting school autonomy while holding public charter schools within PEC’s portfolio to high standards. The Financial Framework has four performance indicators. Results for each performance indicator will be determined annually and included in an overall performance rating.

Performance Measure	Performance Criteria
<p>4.A. Days of Cash on Hand: The school demonstrates its financial health by having sufficient cash to ensure operations can withstand an immediate need.</p>	
<p>The school has the cash available to pay bills that meet or exceed the expectations established by PEC.</p>	<p>The school’s unrestricted days cash ratio is: Meets: ≥ 60 days OR > 30 days with a positive increase in the most recent fiscal year Working to Meet: > 30 days but does not meet the criteria for “Meets” Does Not Meet: ≤ 30 days</p>
<p>4.B. Annual Financial Audit: The school follows the Generally Accepted Accounting Principles (GAAP), financial management, and internal controls.</p>	
<p>The results of the financial audit demonstrate that the school meets basic expectations of financial oversight.</p>	<p>Meets: The school’s received audit has an unqualified opinion, is devoid of significant deficiency and material weakness findings, and does not include a going concern disclosure. Working to Meet: The school does not meet the criteria for “Meets” but demonstrates improvement from the previous year’s audit. Does Not Meet: The school’s received audit has a qualified opinion, includes a significant deficiency or material weakness finding, has a going concern disclosure, or the school does not submit a financial audit.</p>
<p>4.C. Financial Reporting and Compliance: The school demonstrates its ability to oversee public funding designated for New Mexico's students.</p>	
<p>The school and its governing board effectively establish and approve the budget and meet all financial reporting and compliance requirements. (NMSA 22-8-6.1 and 10)</p>	<p>Meets: The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines; submits quarterly reports according to PEDs established deadlines without frequent, repeated errors; and publicly posts all required reports. Working to Meet: Sometime during the fiscal year, the school was required to do monthly reporting; OR the school does not meet the criteria for "Meets" but does not meet the criteria for "Does Not Meet."</p>

	<p>Does Not Meet: The school consistently fails to submit required budget documents or reports according to PED’s established deadlines; submits reports with frequent, repeated errors; or fails to publicly post required reports.</p>
<p>4.D. Fiscal Oversight: The school and its governing board effectively provide fiscal oversight by establishing, approving, and monitoring annual budget execution and safeguarding the financial health and activities of the school.</p>	
<ol style="list-style-type: none"> 1. The school has employed financial expertise and/or contracts with a licensed business manager and licensed procurement officer. <p>The governing board:</p> <ol style="list-style-type: none"> 2. has adopted and maintains financial-related policies. 3. reviews financial reports and statements, including a statement of net position, a budget to an actual statement of revenues, expenditures, and changes in fund balance, and a cash flow statement at all meetings. 4. annually reviews the audited financial statements, related reports, and management letters and ensures all findings are addressed. 5. has an audit committee that fulfills its requirements as described in statute. 6. has a finance committee fulfills its requirements as described in statute. <p>At least annually, the finance committee:</p> <ol style="list-style-type: none"> 7. tests internal audit controls. 	<p>Meets: The school and board provide evidence of compliance with the requirements of all seven indicators during the fiscal year.</p> <p>Working to Meet: The school and board provide evidence of compliance with the requirements of at least five of the seven indicators during the fiscal year.</p> <p>Does Not Meet: The school did not meet the criteria for Working to Meet.</p>
<p>4.E. Enrollment Variance: The school's budgeted enrollment is close to its actual enrollment, requiring no or slight budget revisions.</p>	
<p>The school makes accurate enrollment assumptions, resulting in a budget that is sound.</p>	<p>Enrollment variance (actual enrollment/budgeted enrollment) is:</p> <p>Meets: ≥ 95%</p> <p>Working to Meet: < 95% but ≥ 85%</p> <p>Does Not Meet: < 85%</p>

New Mexico Public Education Commission



(Titles are hyperlinks, click to go to document)

Option 3 Targets

[https://drive.google.com/drive/
folders/1NPcx2rUJyuySCotLxHdF4zI4EY6DbPfY](https://drive.google.com/drive/folders/1NPcx2rUJyuySCotLxHdF4zI4EY6DbPfY)

Mission Specific Goal: Data Tracker

School Name	Cesar Chavez Community School	Academic Year	
School Mission	CCCS offers intensive support to students entering or reconnecting to high school through flexible and personalized programs during non-traditional hours. We prepare our graduates for their next steps, including education, training, work, family, and participation in the community.		

GOALS

All FAY students enrolled in grades 9-12 on the 40th and 120th day, will report, by end of year, an overall composite score of "3.0" or above outcome

Name of Assessment	CCCS SEL Assessments grades 9-12
How often Assessed	Twice per year (fall to spring)
Definition of how students successfully meet the goal	SEL skills are an essential foundation for success for all "at-risk" and "re-engagement" students, and assessing SEL skill is highly personal. SEL levels and growth will be recorded by each FAY student, grades 9-12, by completing the "growth mindset" and "grit" sections of the Panorama SEL Survey.

TARGETS

Exceeds	86-100% of FAY students, grades 9-12, achieve a composite score of "3.0" or above on the Growth Mindset or Grit sections, Or increase their composite score one full point from fall to spring
Meets	65-85% of FAY students, grades 9-12, achieve a composite score of "3.0" or above on the Growth Mindset or Grit sections, Or increase their composite score one full point from fall to spring
Working to Meet	50-64% of FAY students, grades 9-12, achieve a composite score of "3.0" or above on the Growth Mindset or Grit sections, Or increase their composite score one full point from fall to spring
Does not meet	Fewer than 50% of FAY students, grades 9-12, achieve a composite score of "3.0" or above on the Growth Mindset or Grit sections, Or increase their composite score one full point from fall to spring

Mission Specific Goal Outcomes

Grade Level	FAY Count	Tested Count	Number Met	Percent Met
9th - 12th grades			0	
All students	0	0	0	

Outcome

Exceeds

WHO IS BETTER OFF AS RESULT OF THIS GOAL ? HOW DO YOU KNOW THAT THE MISSION GOAL IS WORKING?

New Mexico Public Education Commission



(Titles are hyperlinks, click to go to document)

Condition Compliance Template

Charter School Renewal Condition Compliance

The Public Education Commission (PEC) has voted to renew Cesar Chavez Community School for a five-year term from July 1, 2024 to June 30, 2029 with the following conditions:

- 1) To improve individual student academic growth beginning with specific immediate action to correct student academic growth that is presently below state standards and report data from the school’s assessments back to the PEC by the June PEC meeting each year.
- 2) That the school’s record of performance demonstrates:
 - a) Continuous student academic growth;
 - b) student graduation rate growth beginning with specific immediate action to increase student graduation rates that are presently below state standards;
 - c) that the needs of special education students are being adequately addressed through the successful completion of the Public Education Department’s Special Education Corrective Action Plan (CAP) in accordance with PED requirements and timelines (completed January 2024); and
 - d) that the school report annually on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based on the data.

School Contact Information		
Name: Cesar Chavez Community School	Address: 1325 Palomas Dr. SE, Albuquerque, NM 87108	Date of Submission:
School Head Administrator Name & email:		
Signature:		
Governing Board Chair & email:		
Signature:		

Condition 1

Report data from the school's assessments back to the PEC by the June PEC meeting each year.

2023 Information

- All students

2023 baseline information on implementation of alternative assessment of the new contract (Option 3) and End-of-Year student growth results reported to PEC in June:

____% of students showing growth in ELA

____% of students showing growth in Mathematics

____ Graduation Rate (prior year data)

Disaggregate by

- Students with hardship waivers: _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

____% of students showing growth in ELA

____% of students showing growth in Mathematics

____ Graduation Rate (prior year data)

- Students in-person 60% or more of the time: _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

____% of students showing growth in ELA

____% of students showing growth in Mathematics

____ Graduation Rate (prior year data)

- Remaining students: _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

____% of students showing growth in ELA

____% of students showing growth in Mathematics

____ Graduation Rate (prior year data)

2024 Information

- All students

2024-2025 End-of-Year student growth results reported to PEC in June:

____% of students showing growth in ELA

____% of students showing growth in Mathematics

____ Graduation Rate (prior year data)

Disaggregate by

- **Students with hardship waivers:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Students in-person 60% or more of the time:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Remaining students:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

2025 Information

- **All students**

2025-2026 End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

Disaggregate by

- **Students with hardship waivers:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Students in-person 60% or more of the time:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Remaining students:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

2026 Information

- **All students**

2026-2027 End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

Disaggregate by

- **Students with hardship waivers:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Students in-person 60% or more of the time:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Remaining students:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

2027 Information

- **All students**

2027-2028 End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

Disaggregate by

- **Students with hardship waivers:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Students in-person 60% or more of the time:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Remaining students:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

2028 Information

- **All students**

2028-2029 End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

Disaggregate by

- **Students with hardship waivers:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Students in-person 60% or more of the time:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

_____% of students showing growth in ELA
_____% of students showing growth in Mathematics
____ Graduation Rate (prior year data)

- **Remaining students:** _____ number of students in this category

End-of-Year student growth results reported to PEC in June:

____ % of students showing growth in ELA

____ % of students showing growth in Mathematics

____ Graduation Rate (prior year data)

Condition 1 (Continued)

Completion of an immediate Action Plan for addressing student growth in ELA and Mathematics.

Narrative of Action Plan for Condition 1

Describe the goals for and the immediate actions that will be taken to improve individual student academic growth that is presently below state standards.

Student Growth in ELA & Math				
Action/ Activity	Person Responsible	Timeline	Students affected and outcomes	Action Taken and Date of Completion
1. Math Professional Development	David Lang	Ongoing	All Students affected by high quality math instruction	<i>Identification of professional development provided:</i>
2. Increase and maintain Math class options.	Tani Arness	On-going.		<i>Identify the options provided:</i>

<p>3. Maintain two Level 3 Educational Assistant Positions to provide daily tutoring time and small group support for reading and math.</p>	<p>Administration and EA's</p>	<p>On-going</p>	<p>All Students</p>	
<p>4. Teachers will review and analyze Interim assessment reports and data to inform instruction and student supports.</p>	<p>CCCS Administrators, and instructional staff</p>	<p>Fall, winter, spring</p>	<p>All Students</p>	
<p>5. Provide Professional Development to ELA teachers in the Science of Reading and/or Structured Literacy for high school students.</p>	<p>Tani Arness, Brigid Smith, Robin Brown, and/or Aaron Reeder. (subject to change with staffing)</p>	<p>Annually</p>	<p>All students affected by high quality Reading Instruction.</p>	<p><i>Provide information from the training</i></p>
<p>6. CCCS will work with their NM DASH Core Team to set student achievement goals, engage in root cause and data analysis, and identify key performance challenges, and</p>	<p>Tani Arness, Nathan Everett, Laurie Ihm, Robin Brown, Peg Aguilar. (subject to change with staffing)</p>	<p>Winter and spring</p>	<p>Students identified for the collaborative Intervention.</p>	

focus areas to increase student growth.				
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Condition 2b.

Completion of an immediate Action Plan for addressing student graduation rates

Narrative of Action Plan for Condition 2. b.

Describe the specific immediate action plan to improve graduation rates that are currently below state standards.

CCCS is collaborating closely with the Priority School Bureau (PSB) to implement intentional and research-based models to improve graduation outcomes via its NM DASH plan.

The NM Dash Plan outlines the following six components to ensure rigorous planning, design monitoring activities, and implementation information geared towards improving outcomes:

- Component 1: Build School Core Team
- Component 2: Set Student Achievement Goals to improve graduation rates
- Component 3: Conduct Data Analysis and Identify THE Performance Challenge towards graduation
- Component 4: Conduct Root Cause Analysis of Barriers and Select Graduation-related Focus Area.
- Component 5: Create Desired Outcomes, Develop Progress Indicators, and Define Critical Actions to improve graduation
- Component 6: Implement 90 Day Plan, and Monitor Progress towards graduation

CCCS will continue to work with PSB to develop its transformative school improvement model. In addition to NM DASH planning, CCCS will attend 3-6 full intensive training days per year to continue professional development towards transformative school improvement.

The school will create two annual 90 Day plans to identify critical actions and progress monitoring to meet goals.

Improving Graduation Rates

Action/Activity	Person Responsible	Timeline	Students affected and outcomes	Action Taken and Date of Completion
Implement NM DASH Plan including: Core Team, Student Achievement	Tani Arness, Nathan Everett, Laurie Ihm, Robin Brown,	Winter and spring	All students, or students identified for critical actions.	<i>provide link to current DASH plan</i>

Goals, Root cause and data analysis, identifying key performance challenges, and focus areas. Creating 2 Annual 90 Day plans identifying critical actions, and Progress Monitoring to meet goals.	Peg Aguilar. (subject to change)			
Priority School Bureau, SSRA (School Support Readiness Assessment) Surveys to students, parents and staff	Tani Arness	Fall	Identifying School wide Performance Strengths and Challenges	<i>Anticipated: Analysis to be received Spring</i>
Professional Development, School Improvement/Transformation Training	Tani Arness, Nathan Everett	3 - 6 days Annually.	Achieving quality DASH plans and outcomes.	
Priority School Bureau Annual Site Visits	All Staff	Annually	All Students	

Condition 2c.

Completion of immediate actions taken to address the needs of special education students by the adequate & successful completion of the Public Education Department’s Special Education Corrective Action Plan (CAP) in accordance with PED requirements and timelines

Complete as of January 2024

Condition 2.d: Shown in disaggregated data in section 1 above

2024-2025 report on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based student data submitted to CSD/PEC by June. See disaggregated data above

2025-2026 report on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based student data submitted to CSD/PEC by June. See disaggregated data above

2026-2027 report on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based student data submitted to CSD/PEC by June. See disaggregated data above.

2027-2028 report on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based student data submitted to CSD/PEC by June. See disaggregated data above.

2028-2029 report on the success of the hybrid education model, how it relates to student academic success at the school and actions taken based student data submitted to CSD/PEC by June. See disaggregated data above.

New Mexico Public Education Commission



(Titles are hyperlinks, click to go to document)

Board of Finance designation

NEW MEXICO PUBLIC EDUCATION COMMISSION BOARD OF FINANCE DESIGNATION

The governing body of CESAR CHAVEZ COMMUNITY 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 CESAR CHAVEZ COMMUNITY SCHOOL is adequately bonded and insured.

The Public Education Commission has designated CESAR CHAVEZ COMMUNITY SCHOOL'S governing body as a Board of Finance.

DocuSigned by:

Alan Brauer

6587F39F29284E7...

ALAN BRAUER, CHAIR, The New Mexico Public Education Commission

1/4/2024

Date Signed

New Mexico Public Education Commission



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School and Governing Board approval

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BEFORE THE PUBLIC EDUCATION COMMISSION
STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS
OPEN PUBLIC MEETING
May 17, 2024
9:00 a.m.
Jerry Apodaca Education Building, Mabry Hall
300 Don Gaspar Avenue
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.: 9094N (CC)

1 very hard, once a school is open, to hold it
2 accountable in any way with any consequence. It's
3 very easy to -- it's, like, when we were at that --
4 I think you were with me -- we were at that luncheon
5 with the Secretary.

6 And I asked him a two-part question, and
7 he only answered the first part. I asked him about
8 accountability and consequence. And he said
9 absolutely to the accountability, "We need to do
10 this and this." But he didn't answer part two. The
11 consequence is always the hard part.

12 And -- there you go. That's all.

13 THE CHAIR: Okay. So I'll make a motion
14 then.

15 I will say maybe schools don't keep me up
16 at night, but sometimes people keep me up.

17 Exactly. (Off-mic statement.)

18 THE CHAIR: He's on the top of the list.
19 Okay.

20 So I move that the Public -- I move that
21 the Public Education Commission approve the charter
22 contract and exhibits, including the Performance
23 Framework, for Cesar Chavez Community School,
24 identified in Item -- Agenda Item 10.a. for the
25 2024-through-2029 charter term.

1 I further move that the charter contract
2 with the referenced attachments be signed by the
3 Chair and the completed documents be sent to the
4 school's governing board president for signature and
5 then posted on the PEC website.

6 COMMISSIONER INGHAM: Second.

7 THE CHAIR: There's a motion by
8 Commissioner Gipson and a second by Commissioner
9 Ingham.

10 If -- any discussion?

11 (No response.)

12 THE CHAIR: Commissioner Beck.

13 SECRETARY BECK: Commissioner Manis.

14 COMMISSIONER MANIS: Yes.

15 SECRETARY BECK: Commissioner Burt.

16 COMMISSIONER BURT: Yes.

17 SECRETARY BECK: Chair Gipson.

18 THE CHAIR: Yes.

19 SECRETARY BECK: Vice Chair Carrillo.

20 VICE CHAIR CARRILLO: No.

21 SECRETARY BECK: Commissioner Ingham.

22 COMMISSIONER INGHAM: Yes.

23 SECRETARY BECK: Commissioner

24 Clahchischilliage.

25 COMMISSIONER CLAHCHISCHILLIAGE: Yes.

1 SECRETARY BECK: And Commissioner Brauer.

2 COMMISSIONER BRAUER: Yes.

3 SECRETARY BECK: Secretary Beck, yes.

4 There are seven votes for, one vote
5 against. The motion passes.

6 THE CHAIR: Thank you very much. We are
7 now on to 10.b., which is Dream Diné Charter School.
8 I just want to say that this has been a long journey
9 for me, because when I first came on the Commission,
10 the school was trying to get their facility open.

11 I remember a number of extensions that had
12 to take place, because they couldn't get all of the
13 approvals that were required for that.

14 And then it was -- it was a very difficult
15 conversation I had with the school when they made
16 the decision to go with Consolidated. And it was --
17 it kind of broke my heart a little bit that there
18 was that sense that we weren't serving them well.
19 And that was not what I felt, you know, we should be
20 doing.

21 But there were so many other factors that
22 were involved that were completely out of our
23 control. I understood the school doing what they
24 needed to do for the best interests of them. So I'm
25 just happy that you're back. So thank you for that.

Cesar Chavez Community School
1325 Palomas SE
Albuquerque, NM 87108
505-877-0558

Governance Council Meeting Minutes

Date: 5/7/24 Time: 5:02 pm Location: Video conference Regular Meeting__ Special Meeting X Committee_

Facilitator: Anacelie Verde-Claro

Roll call taken to begin meeting with GC Members present: Anacelie Verde-Claro (AVC)-President, John Krone (JK)-Secretary, Dan Shapiro (DS)

Members Absent: Jess Lionne-Vice President, Maxine Freed

Other attendees: Tani Arness (TA)-School Leader, Rebeka Runyan-Bus. Mngr.

Preview of Final Agenda: Final agenda was unanimously approved with no objections by voiced votes by each member following a motion made by DS and seconded by AVC.

Previous meeting minutes dated 4/30/24 were unanimously approved with no objections by voiced votes by each member following a motion made by AVC and seconded by DS.

Community Input Invited; no community input submitted for this meeting

Action Items:

1. Motion made by DS to approve the CCCS 2024-2029 Charter Contract and Performance Framework (option 3 with Work Keys “Certificate” for Science), JK second with unanimous approval by voiced votes by each member with no objections.
2. Motion made by AVC to approve ESEA Consolidated Title Application for 2024-25, DS second with unanimous approval by voiced votes by each member with no objections.

#	Assigned Tasks	Point of Responsibility	Date Assigned	Deadline

Adjournment Time: 5:13 p.m. Next regular meeting: 5/28/24

Cesar Chavez Community School
1325 Palomas SE
Albuquerque, NM 87108
505-877-0558

Governance Council Meeting Minutes

Date: 5/28/24 Time: 5:02 pm Location: Video conference Regular Meeting X Special Meeting Committee

Facilitator: Anacelie Verde-Claro

Roll call taken to begin meeting with GC Members present: Anacelie Verde-Claro (AVC)-President, Jess Lionne (JL)-Vice President, Dan Shapiro (DS), Maxine Freed (MF)

Members Absent: John Krone

Other attendees: Tani Arness (TA)-School Leader, Kristalyn Loftis-Bus. Mngr.

Preview of Final Agenda: Final agenda was unanimously approved with no objections by voiced votes by each member following a motion made by DS and seconded by MF.

Previous meeting minutes dated 5/7/24 were unanimously approved with no objections by voiced votes by each member following a motion made by DS and seconded by AVC.

Community Input Invited; no community input submitted for this meeting

Action Items:

1. Motion made by DS to approve Financial Reports for April 2024. JL second with unanimous approval by voiced votes by each member with no objections.
2. Motion made by DS to approve Accounts Payable Payment Vouchers for April 2024. AVC second with unanimous approval by voiced votes by each member with no objections.
3. Motion made by DS to approve Payroll Payment vouchers. MF second with unanimous approval by voiced votes by each member with no objections.
4. Motion made by DS to approve BARS. MF second with unanimous approval by voiced votes by each member with no objections.
5. CCCS Policy 7.08 Work From Home Days tabled until next meeting..
6. Motion made by DS to approve 2024-2025 CCCS Student Handbook as amended. AVC second with unanimous approval by voiced votes by each member with no objections.

Cesar Chavez Community School
 1325 Palomas SE
 Albuquerque, NM 87108
 505-877-0558

7. Motion made by AVC to enter executive session for the purpose of School Leader Evaluation pursuant to the Open Meetings Act NMSA 1978 section 10-15 (H) (7). DS second with unanimous approval by roll call vote by each member with no objections.
8. Convene in executive session for the purpose of School Leader Evaluation pursuant to the Open Meetings Act NMSA 1978 section 10-15 (H) (7). DS second with unanimous approval by roll call vote by each member with no objections.
9. Motion made by DS to approve School Leader Evaluation pursuant to the Open Meetings Act NMSA 1978 section 10-15 (H) (7). JL second with unanimous approval by voiced votes by each member with no objections.
10. Motion made by DS to approve School Leader FY 2025 Contract .MF second with unanimous approval by voiced votes by each member with no objections.

Discussion Items:

1. Discussion on potential new GC member. Jeff Reilly introduced himself; will be voted in starting after July 1. Jess Lionne last date on GC is 6/30/24.
2. Charter Contract and Performance Framework: on track to have everything approved
3. GC self-evaluation: 50% completed
4. Priority Schools Bureau Site Visit - discussed awaiting final report
5. GC training hours. - discussed

#	Assigned Tasks	Point of Responsibility	Date Assigned	Deadline

Adjournment Time: 6:20 p.m. Next regular meeting: 6/11/24
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