

New Mexico Public Education Commission



Dream Diné Charter School

2024-2029

(Titles are hyperlinks, click to go to document)

Contract

Performance Framework

Academic

School specific/mission specific goal

Organizational

Financial

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 Goal Scoring Sheet and Condition Compliance document

For Dream Diné Charter School
For the charter term: 2024-2029

Public Education Commission
300 Don Gaspar Ave.
Santa Fe, NM 87501
(505) 827-6909
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Charter Contract
Between the New Mexico Public Education Commission
and
Dream Diné Charter School

This Charter Contract is hereby entered into by and between the New Mexico Public Education Commission (“Commission”), and Dream Diné Charter School (“School”), a New Mexico charter school, by and through the School’s Governing Body, known as the Dream Diné 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 14, 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	<input checked="" type="checkbox"/> 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	<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 SY 2014-2015. 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. That the school complete a PEC-approved Transition Year Checklist;
- 2. That the school 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; and
- 3. That the school's record of performance demonstrates
 - a. Student academic growth; and

² Exhibit A

- b. Oversight by a trained, legally compliant governing board that operates as required by the Open Meetings Act.

The specific immediate actions needed on items 3a. and b. above will be outlined in the school’s negotiated Performance Framework. The first annual report will confirm completion of each item or, if the concern is not corrected, will identify the uncorrected unsatisfactory performance on each item that will be subject to further PEC action.

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: Dream Diné Charter School is a place-based elementary school where the Diné philosophy, wisdom, history, and teachings are the foundation of a dual-language, experiential curriculum. Through our dual-language, experiential learning program, we will nurture strong, compassionate, bilingual young people who are committed to their personal and community health, wellness, relationships, and progress.

3.4 Educational Program:

The School’s educational program shall be as described below and shall be monitored by CSD based on evidence provided below:

A. Dual Language: 50%/50% both Diné and English are used to teach and reinforce concepts and content as evidenced by one or more of the following: students speaking and conversing in Diné in classroom observations, student, parent, and teacher focus groups, sample lesson plans, and as observed in curriculum.

B. Place-based – an experiential approach to teaching/learning that uses stories, history, geography, environment, science, and arts of the local community to provide a culturally rich and meaningful learning environment as evidenced by one or more of the following: student box gardens, class observations show place-based education (such as students in the garden, participation in cultural learning), student, parent, and teacher focus groups, sample lesson plans, and curriculum.

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)

C. The Diné language and culture instruction is implemented in grades K-5 as evidenced by one or more of the following: Navajo Nation Language and Culture Curriculum, student, parent, and teacher focus groups, sample lesson plans, and curriculum.

D. Teachers teaching Diné language and culture will have a bilingual endorsement or Native American Language certificate as evidenced by one or more of the following: complete teacher coursework and endorsements.

E. The Diné language (oral-based learning) and culture program will be implemented in K-5 as evidenced by one or more of the following: all teachers practicing the language in their classrooms during observations, extending cultural lessons within individual classrooms, as confirmed by students, teachers, and parents in focus groups, and as observed from curriculum and sample lesson plans.

F. Children in the Diné language program are actively involved in learning by participating in place-based lessons that connect them to the local community using Diné language as evidenced by one or more of the following: logs of community events or engagements, and student, teacher, and parent focus groups.

G. Music and art are also integrated into the learning as evidenced by one or more of the following: classroom observations, student, parent, and teacher focus groups, sample lesson plans, and curriculum.

H. Student wellness and healthy living is emphasized through a daily morning walk with voiced positive intentions for learning. The school garden beds and planted trees are used to emphasize nutrition and healthy eating as evidenced by one or more of the following: classroom observations, student, parent, and teacher focus groups, sample lesson plans, and curriculum.

I. The School uses mixed grade or mixed age education as part of its model due to the small population/enrollment in the school.

3.5 Manner of Instruction.

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

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

3.6 Enrollment Cap and Authorized Grade Levels.

The School shall serve no more than 105 students in grades K-5.⁴

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: Dream Diné Charter School

Street Address: P.O. Box 4386

City, State, Zip: Shiprock, NM 87420

The School may not exceed the approved occupancy capacity of the Facility, which is 75. 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

NACA Inspired School Network (NISN) provides the following services to the School. NISN provides assistance with New Mexico Indigenous Educator Corp, which works with Dream Diné to create and deliver enriched educational experiences that build on community-defined needs and as well as building on strengths of Native American students. The members also gain experience and exposure to the field of education. Each member is placed with a school to partner in providing culturally relevant education.

NISN also provides support with the Diné Language which is the focus of Dream Diné. NISN brought this program to support the revitalization of 520 licensed teachers. NISN works with our teachers, all teachers, to provide the necessary skills and tools to teach Diné' Language and Culture in the classrooms. It has been a struggle due to the fact Navajo is a hard language to learn. We have several staff members who are registered with the Navajo tribe but for whatever reasons being, do not speak the language. To maintain and support our mission, it is imperative we develop ways to keep and continue the learning of Diné language.

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.)

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

3.8.3 Foundation Declaration.

Not Applicable.

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 including: breakfast lunch snacks.

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 designations 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/> .

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

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

SECTION 4. SCHOOL EVALUATION AND OVERSIGHT.

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

4.1 Annual Review and Corrective Action regarding Unsatisfactory Performance. The Commission shall conduct an evaluation of the School each year of this Charter Contract term according to the requirements of the Charter Schools Act, Commission Rule, PEC Procedures, and the evaluation

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

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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

⁸ See Section 2.2 above.

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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 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.

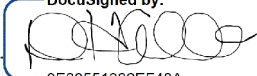
8.7.6 Resolution and payment.

- 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 Dream Diné Charter School

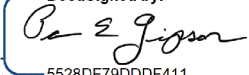
By Charter Representative:

DocuSigned by:


 Daniela, Governing Board Chair
daniela@dreamdine.org

Date: 5/22/2024

New Mexico Public Education Commission

DocuSigned by:


 Patricia, Chair

Date: 5/22/2024

New Mexico Public Education Commission



New Mexico Charter School Performance Framework

For Dream Diné Charter 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	Description
1.A.2	<input checked="" type="checkbox"/>	The school will use NWEA/MAPS supplemental proficiency and growth data.
Outcomes for Student Growth		
Option	Selection	Description
1.B.2	<input checked="" type="checkbox"/>	The school will use NWEA/MAPS supplemental proficiency and growth data.

Condition Compliance Plan:

N/A

Condition:	<ol style="list-style-type: none"> 1. That the school complete a PEC-approved Transition Year Checklist; 2. That the school 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; and 3. That the school’s record of performance demonstrates <ol style="list-style-type: none"> a. Student academic growth; and b. Oversight by a trained, legally compliant governing board that operates as required by the Open Meetings Act. <p>The specific immediate actions needed on items 3a. and b. above will be outlined in the school’s negotiated Performance Framework. The first annual report will confirm completion of each item or, if the concern is not corrected, will identify the uncorrected unsatisfactory performance on each item that will be subject to further PEC action.</p>
Plan for Compliance:	A condition tracking sheet has been negotiated to confirm compliance with the condition annually and is attached to the contract documentation.

Mission Specific Goals

The school has identified one Mission specific goal. A tracking sheet has been negotiated to score this goal annually and is attached to the contract documentation.

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.2.	The school's overall performance on the state accountability system, AND Supplemental proficiency and growth data ⁵ using PED-approved nationally and/or state-normed assessments ⁶ or, under special circumstances, with PEC-approved rationale, 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. ⁷	<p>Exceeds: 76th to 99th percentile on the state accountability system</p> <p style="text-align: center;">OR</p> <p>51st to 75th percentile on the state accountability system AND, based on the school's assessment and growth measure⁸, at least 80% of students meet one or more of the following proficiency or growth criteria⁹ in both reading and math:</p> <ul style="list-style-type: none"> ● At or above grade level (or grade level equivalent) ● Meet their growth target ● Show the equivalent of one year's worth of growth ● Other, as defined by the testing company <p>Meets: 51st to 75th percentile of all schools on the state accountability system</p> <p style="text-align: center;">OR</p> <p>26th to 50th percentile on the state accountability system AND, based on the school's assessment and growth measure, at least 60% of students meet one or more of the proficiency or growth criteria.</p>

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 In using the alternative assessment measure, the same students tested under the state accountability system will be tested under the alternative assessment measure as well. A school may negotiate with the PEC to test more students under the alternative assessment measure, but, in all cases, those students tested under the state accountability system will also be assessed under the alternative assessment measure.

⁶ As determined by the PED Assessment Bureau: <https://webnew.ped.state.nm.us/bureaus/assessment/>

⁷ Note 4 applies.

⁸ As defined in the charter contract and meets the terms defined by the testing company.

⁹ These criteria also apply to the "Meets" and "Working to Meet" criteria for this option.

		<p>Working to Meet: 26th to 50th percentile of all schools</p> <p style="text-align: center;">OR</p> <p>25th percentile of all on the state accountability system AND, based on the school's assessment and growth measure, at least 50% of students meet one or more of the proficiency or growth criteria.</p> <p>Does Not Meet: Does not meet the criteria established for "Exceeds," "Meets," or "Working to Meet."</p>
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The school is using NWEA/MAPS as an alternative assessment. The school will report the scores on the standard scoresheet developed for NWEA/MAPS and provided on the PEC website.

Proficiency or growth criteria in both reading and math will be shown using the following:

<ul style="list-style-type: none"> At or above grade level (or grade level equivalent) is shown through the following report: 	Achievement Status and Growth Summary Report
<ul style="list-style-type: none"> Growth targets are as shown on the following report 	Achievement Status and Growth Summary Report
<ul style="list-style-type: none"> Equivalent of one year's worth of growth is shown on the following report 	Achievement Status and Growth Summary Report
<ul style="list-style-type: none"> Growth percentile, as defined by NWEA 	Achievement Status and Growth Summary Report

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.2.	<p>The school's performance on the state accountability system by special student groups,</p> <p style="text-align: center;">AND</p> <p>Growth data¹⁰ using PED-approved nationally normed assessments¹¹ or, under special circumstances, with PEC-approved rationale, 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.¹²</p>	<p>Exceeds: In reading and math, each student group has an SGP of at least 60 OR at least 70% of students meet their growth target on the school-based accountability system</p> <p>Meets: In reading and math, each student group has an SGP of at least 45 OR at least 60% of students meet their growth target, as per their assessment guidelines</p> <p>Working to Meet: Does not meet the criteria for Meets or Exceeds, but the school's performance is higher than identified in Does Not Meet</p> <p>Does Not Meet: In reading and math, over half of the student groups have an SGP of below 35 OR over half</p>
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¹⁰ Note 5 applies.

¹¹ Note 6 applies.

¹² If the school has ten (10) or more eligible students in a student population and tests fewer than 85% of the students, the untested students will be considered "not meeting their growth target" and impact the overall

		of the student groups have fewer than 30% of students meet their growth target, as per their assessment guidelines
<p>The school is using NWEA/MAPS as an alternative assessment. The school will report the scores on the standard scoresheet developed for NWEA/MAPS and provided on the PEC website.</p> <p>Growth criteria in both reading and math will be shown using the following:</p>		
<ul style="list-style-type: none"> • Growth targets are as shown on the following report 		Achievement Status and Growth Summary Report
<ul style="list-style-type: none"> • Equivalent of one year’s worth of growth is shown on the following report 		Achievement Status and Growth Summary Report
<ul style="list-style-type: none"> • Growth percentile, as defined by NWEA 		Achievement Status and Growth Summary Report
<p>1.C. Participation Rate: The school assesses student progress and achievement annually.</p>		
The school complies with state and contractual assessment requirements.		<p>Participation in all state-wide assessments:</p> <p>Exceeds: ≥ 95% of all students AND of every student group</p> <p>Meets: ≥ 95% of all students</p> <p>Working to Meet: < 95% but ≥ 85% of all students</p> <p>Does Not Meet: < 85% of all students</p>
<p>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.¹³</p>		
2.A.1.	<p>Within the charter contract, briefly describe what the school is doing to meet its mission and how it will be measured¹⁴ to demonstrate that students are better off as a result.</p>	<p>Supporting Narrative: Using Results-Based Accountability (RBA) as a model, reflect on the following questions: How much did the school do? How well did the school do it? Is anyone better off as a result? How do you know?</p>

percentage for that student group. If fewer than 85% of **ALL** students are tested on the school-specific assessments, the results are considered invalid, and the school defaults to Option 1.B.1. If testing data is not provided to CSD for review by the timeline established by CSD, the results are considered invalid, and the school defaults to Option 1.B.1. If the school wishes to change assessments or the growth targets, it is considered a material change of the charter contract and requires PEC approval through a contract amendment.

¹³ 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.

¹⁴ 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 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.)

		<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>Dream Diné students in grades K-5, present on the 40th and 120th day of each year, will score a 90% or above on their Annual Place-Based Project, which includes a grade-level appropriate demonstration of understanding of Dine Language and Culture.</p> <p>+</p> <p>The targets and manner in which this goal will be assessed are contained in the Mission Specific Tracking Spreadsheet attached to the Contract. The school will complete the Tracking Spreadsheet annually to support the rating of “Exceeds”, “Meets”, “Working to Meet” or “Does Not Meet.”</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>		
<p>The school is implementing the program as outlined in its charter contract.</p>	<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>		
<p>Eligible student re-enrollment (recurrent enrollment) in the school from the 40th day count of the previous school year to the 40th day count of the current school year.¹⁵</p>	<p>Percentage of eligible students who re-enroll:</p> <p>Exceeds: ≥ 90%</p> <p>Meets: < 90% but ≥ 80%</p>	

¹⁵ 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 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

	<p>Working to Meet: < 80% but ≥ 70%</p> <p>Does Not Meet: < 70%</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, minutes, and calendar of meetings.	<p>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 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</p>

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.

		<p>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
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.	
The school has the cash available to pay bills that meet or exceed the expectations established by PEC.	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
4.B. Annual Financial Audit: The school follows the Generally Accepted Accounting Principles (GAAP), financial management, and internal controls.	
The results of the financial audit demonstrate that the school meets basic expectations of financial oversight.	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.
4.C. Financial Reporting and Compliance: The school demonstrates its ability to oversee public funding designated for New Mexico's students.	
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)	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." 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.
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>1. The school has employed financial expertise and/or contracts with a licensed business manager and licensed procurement officer.</p> <p>The governing board:</p> <p>2. has adopted and maintains financial-related policies.</p> <p>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.</p> <p>4. annually reviews the audited financial statements, related reports, and management letters and ensures all findings are addressed.</p> <p>5. has an audit committee that fulfills its requirements as described in statute.</p> <p>6. has a finance committee that fulfills its requirements as described in statute.</p> <p>At least annually, the finance committee:</p> <p>7. tests internal audit controls.</p>	<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>
4.E. Enrollment Variance: The school's budgeted enrollment is close to its actual enrollment, requiring no or slight budget revisions.	
The school makes accurate enrollment assumptions, resulting in a budget that is sound.	<p>Enrollment variance (actual enrollment/budgeted enrollment) is:</p> <p>Meets: $\geq 95\%$</p> <p>Working to Meet: $< 95\%$ but $\geq 85\%$</p> <p>Does Not Meet: $< 85\%$</p>

Mission-Specific Goal: Data Tracker				
School Name	Dream Diné Charter School	Academic Year	SY 2024-2025	
School Mission	<p>Dream Diné Charter School is a place-based elementary school where the Diné philosophy, wisdom, history and teachings are the foundation of a dual-language, experiential curriculum.</p> <p>Through our dual-language, experiential learning program, we will nurture strong, compassionate, bilingual young people who are committed to their personal and community health, wellness, relationships and progress</p>			
GOALS				
Dream Diné students in grades K-5, present on the 40th and 120th day of each year, will score a 90% or above on their Annual Place-Based Project, which includes a grade-level appropriate demonstration of understanding of Dine Language and Culture.				
MEASURE OF SUCCESS				
Name of Assessment	Annual Place-Based Dine Language and Culture Project			
How often Assessed	Students work on the project throughout the school year, with quarterly check-ins, to complete and present their research and projects at the end of the year			
Definition of how students successfully meet the goal	<p>Dream Diné Charter School students will meet expectations (3 or 4 for Kindergarten, 1st or 2nd, 80% or better for upper grades on the rubric) on the annual place-based Diné Language and Culture project. A rubric will show the level of skill and ability of each student as they complete their project.</p> <ol style="list-style-type: none"> 1. Students are graded in 7 categories for Project (see rubric). 2. Students are given a grade of 1, 2, 3,4 (for Kindergarten, 1st and 2nd) or a grade in one of the following ranges: 60-69%, 70-79%, 80-89%, or 90-100% (for upper grades) for each category of project. 3. The teacher takes an average of the scores in the 7 categories to arrive at a final project grade at each semester. 4. The final grades at the end of the year are inserted into the spreadsheet for each student to see how many students met or did not meet the goal. 			
TARGETS				
Exceeds	95% - 100% of students will meet expectations on the final assessment.			
Meets	85% - 94% of students will meet expectations on the final assessment			
Working to Meet	71% - 84% of students will meet expectations on the final assessment			
Does not meet	0% - 70% of students will meet expectations on the final assessment			
Mission Specific Goal Outcomes				
Grade Level	FAY Count	Tested Count	Number Met	Percent Met
Kindergarten (for information purposes)			0	
1st grade (for information purposes)			0	
2nd grade (for information purposes)			0	
3rd grade (for information purposes)			0	
4th grade (for information purposes)			0	
5th grade (for information purposes)			0	
All students (for scoring purposes)	0	0	0	
Outcome				
WHO IS BETTER OFF AS RESULT OF THIS GOAL ? HOW DO YOU KNOW THAT THE MISSION GOAL IS WORKING?				
Add summary of your schools annual outcomes here and any plans for improvement, if needed.				

New Mexico Public Education Commission



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Condition Compliance Template

Charter School Renewal Condition Compliance

The Public Education Commission (PEC) has voted to renew Dream Diné Charter School for a five-year term from July 1, 2024 to June 30, 2029 with the following Conditions:

1. That the school complete a PEC-approved Transition Year Checklist;
2. That the school 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.
3. That the school's record of performance demonstrates
 - a) Student academic growth; and
 - b) Oversight by a trained, legally compliant governing board that operates as required by the Open Meetings Act (OMA).

School Contact Information		
Name: Dream Diné Charter School (DDCS)	Address: PO Box 4386, 23 Hwy 64, Shiprock, NM 87420	Date of Submission: July 1 of each year of contract
School Head Administrator: Name, email and signature:		
Governing Council Chair: Name, email and signature:		

Condition 1
<input type="checkbox"/> Completion of Transition Year Checklist by May 15, 2024:

Condition 2
<input type="checkbox"/> Completion of Immediate Action Plan for Improvement in Student Growth reviewed June of each year of the contract.

Condition 3.a.

- 2024-2025 End-of-Year student growth results reported to PEC in June:
 - 70% of students meet growth goal in ELA in NWEA
 - 70% of students showing growth goal in Mathematics in NWEA
- 2025-2026 End-of-Year student growth results reported to PEC in June:
 - 70% of students meet growth goal in ELA in NWEA
 - 70% of students showing growth goal in Mathematics in NWEA
- 2026-2027 End-of-Year student growth results reported to PEC in June:
 - 70% of students meet growth goal in ELA in NWEA
 - 70% of students showing growth goal in Mathematics in NWEA
- 2027-2028 End-of-Year student growth results reported to PEC in June:
 - 70% of students meet growth goal in ELA in NWEA
 - 70% of students showing growth goal in Mathematics in NWEA
- 2028-2029 End-of-Year student growth results reported to PEC in June:
 - 70% of students meet growth goal in ELA in NWEA
 - 70% of students showing growth goal in Mathematics in NWEA

Condition 3.b.

- The school's record of performance demonstrates:
- Student academic growth; and
- Oversight by a trained, legally compliant governing council that operates as required by the Open Meetings Act (OMA).

Narrative of Action Plan for Condition 2

Describe the specific immediate action to correct student academic growth that is presently below state standards.

Teachers, Reading Interventionist, Educational Assistants and Administrator will meet annually to review the academic progress of all students. This occurs at the end of the school year when we have ample time to reflect on the year's growth to make changes and to discuss needs. A plan is developed to make the necessary changes and/or adjustments.

All staff who are directly involved with students meet weekly during PLCs to discuss all contributing factors that impact student growth and achievement. Factors include academic data and trends, teacher observations, teaching styles, strategies, etc. Creating ways to support our students requires an in-depth analysis. A week later we look at the progress and make a decision to either make adjustments or to allow more time to see improvements.

Dream Diné Charter School will work with teachers, parents and community to create and develop effective strategies to improve academic performance. New and returning teachers will

be attending and participating in professional development during the summer to gain new knowledge and/or to refresh their understanding.

Curriculum mapping is another important component to our school improvement plan. We revisit the curriculum map monthly to make changes and continue the collaboration across grade levels. Active partnerships with parents and families play a key role in supporting the school. When parents begin to understand the factors that contribute to their child's academic success, participation and involvement with the school increases.

Action Items	Person Responsible	Timeline	Students affected/Results	Completion
<u>Summer Data Retreat</u> - Review math and reading data, capturing trends, comparing state to school level results, student growth performance, interventions, strategies for improvement, identifying learning gaps,	-Nadine Chatto, Head Administrator -Andrea Thomas, Reading Interventionist, Teacher, Literacy Coach -All new and returning teachers -All Educational Assistants	3 days - June	K-5th Students / Data Driven Environment	July
<u>Native Literacy Symposium</u> - developing and integrating Indigenous literacy in the classroom, supporting cultural awareness and responsiveness, creating an interest in this particular genre,	-Nadine Chatto, Head Administrator -Marlena Shepard, Dine Language and Culture Teacher -Andrea Thomas, Reading Interventionist, Teacher, Literacy Coach	3 days - June	All Dream Dine students	July
<u>PLCs (Professional Learning Communities)</u> : -Data Review -Strategies to support instruction -Program review -Student needs and support -staff reflection and willingness to make changes for the betterment of student learning	-Nadine Chatto, Head Administrator -School-wide staff (we have a small school with 8 members)	Weekly Meeting	K-5th Students will be impacted socially, academically and physically	Ongoing throughout the school year

<u>Professional Development - Reading</u> Heggarty, Wonders (McGraw): Program implementation and monitoring	Andrea Thomas - Literacy Coach Reading Interventionist	June	K-5th students	June December
<u>Professional Development - Math - Engage NY, Eureka:</u> program implementation, monitoring and additional resources to explore	Andrea Thomas - Reading Interventionist, Literacy Coach	June	K-5th students	June December
<u>Professional Development - LETRS:</u> literacy knowledge and instructional practice, may have to revisit to explain the learning gaps	All Teachers and Head Administrator	Monthly	K-5th students	Ongoing throughout the year
<u>Professional Development - cultural awareness and responsiveness:</u> Dine' philosophy and teachings to best meet the needs of our students	-Nadine Chatto, Head Administrator -Marlena Shepard, Dine Language and Culture Teacher -Andrea Thomas, Reading Interventionist, Teacher, Literacy Coach -Teachers, returning and new	Summer quarterly meetings with Dine' presenters and teachers	K-5th students	Ongoing throughout the year
<u>Student Data Binders:</u> Review what students have been documenting in their binders, review of their own interpretations of the data(bar and circle graphs)	-All Teachers -All Students		K-5th students	Bi-weekly review
<u>Family Night:</u> reconnect with families to inform, initiate discussion about student's work and celebrate accomplishments, have	All Dream Dine staff	Monthly	K-5th students	May

those difficult discussions about low performances, suggest strategies, provide resources				
<u>Parent Meeting:</u> at the beginning of the school year to review the school policies and procedures: attention given to attendance, early checkouts and communication with the school	-Nadine Chatto, Head Administrator -All Teachers, new and returning	June - May	K-5th Students	May

Narrative of Results of Action Plan for Condition 2 by EOY (June)
Describe how the action plan improved student growth each year:
If school scores are below state standard in the most recent school year, what additional action will be taken:

Narrative of Results of Action Plan for Condition 3 by May 1
Describe the action plan for ensuring that the Governing Council is trained and legally compliant and operating in accordance with the OMA.

List of DDCS Governing Council Members:

Finance Committee:

Audit Committee:

Training completed and Training Planned:

New Mexico Public Education Commission



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Board of Finance designation

NEW MEXICO PUBLIC EDUCATION COMMISSION BOARD OF FINANCE DESIGNATION

The governing body of DREAM DINÉ CHARTER SCHOOL has maintained the following:

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

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

Cate E. Johnson

5/22/2024

PA191215528DF79DBDF411New Mexico Public Education Commission

Date Signed

New Mexico Public Education Commission



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School and Governing Board approval

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)

70	<p>1 you're the one -- I want to say the same exact thing</p> <p>2 that I said to Alma last week that was quoted today,</p> <p>3 that the buck stops with you, and you are the one</p> <p>4 who is the leader of the school.</p> <p>5 So I do have a lot of love for the school.</p> <p>6 But I also have high expectations for the school to</p> <p>7 meet.</p> <p>8 And I think that past experiences and</p> <p>9 completing, like, the -- I just want you-all to get</p> <p>10 the stuff done. I mean, Corina and your team asks,</p> <p>11 like, just get it in. I want you guys to be A-plus</p> <p>12 on that stuff.</p> <p>13 And there's no reason why it can't be.</p> <p>14 You have a lot of support from a lot of different</p> <p>15 organizations that support you. So I just -- I want</p> <p>16 to make sure that I just share the same thing. I</p> <p>17 want you all to go from, like, survival to, like,</p> <p>18 thriving in the next few years, and, like, starting,</p> <p>19 like, today, like, that you -- there's a mindset</p> <p>20 change. There's a change in the way that you think</p> <p>21 about the world that's very similar to living from a</p> <p>22 world of trauma-informed decisions to thinking about</p> <p>23 how are you going to thrive in this opportunity?</p> <p>24 And that's what your -- that's what your</p> <p>25 students deserve; that's what your staff deserves.</p>	72	<p>1 I just want to say thank you to the</p> <p>2 Commissioners, Dream Diné Charter School, their</p> <p>3 families, their students, their staff, also. Thank</p> <p>4 you for all your support and for your time,</p> <p>5 especially your time. I know that's important.</p> <p>6 So we are going to do our best -- we are</p> <p>7 going to do our best when we get back to the school</p> <p>8 and starting a new school year. We're really</p> <p>9 looking forward to being a State charter. Thank</p> <p>10 you.</p> <p>11 THE CHAIR: Thank you so much. We</p> <p>12 appreciate your time.</p> <p>13 And, yes, I want to ditto Commissioner</p> <p>14 Carrillo's thank you for traveling here for this.</p> <p>15 We really do appreciate it.</p> <p>16 MS. MELISSA BROWN: Can I just let the</p> <p>17 Commission know that their board chairman is also</p> <p>18 hear virtually?</p> <p>19 THE CHAIR: Oh, great. Great. So thank</p> <p>20 you from cyberland for being here.</p> <p>21 So if there's no other discussion, do a</p> <p>22 motion? Do you want to -- okay.</p> <p>23 I move that the Public Education</p> <p>24 Commission approve the charter contract and</p> <p>25 exhibits, including the Performance Framework, for</p>
71	<p>1 And you have a lot of resources to make that happen.</p> <p>2 And so I just want to share</p> <p>3 congratulations. I'm going to be your biggest fan,</p> <p>4 and I'm going to be the biggest person who's going</p> <p>5 to share, like, "Hey, we can do better," when I</p> <p>6 don't think it's going to happen.</p> <p>7 But when it does, I want to make sure that</p> <p>8 we have continued goodwill towards you and your</p> <p>9 school. But we just need high expectations met, and</p> <p>10 we're not asking for a lot a lot of times. And I</p> <p>11 just want to make sure the school is not waiting</p> <p>12 till the last minute to get a lot of these things</p> <p>13 done.</p> <p>14 And it hurts me more when I see that. I</p> <p>15 just think you-all can do even better with that. So</p> <p>16 congratulations. But I just wanted to make sure</p> <p>17 that I share that with you directly, Ms. Chatto,</p> <p>18 that I do expect a lot.</p> <p>19 MS. NADINE CHATTO: Thank you.</p> <p>20 Dream Diné --</p> <p>21 THE CHAIR: Can I just ask you to identify</p> <p>22 yourself once again.</p> <p>23 MS. NADINE CHATTO: Oh, I'm sorry. Yes.</p> <p>24 Nadine Chatto, spelled C-h-a-t-t-o. I'm the head</p> <p>25 administrator at Dream Dine' Charter School.</p>	73	<p>1 Dream Dine' Charter School, identified in Agenda</p> <p>2 Item 10.b., for the 2024-to-2029 charter term.</p> <p>3 I further move that the charter contract</p> <p>4 with the referenced attachments be signed by the</p> <p>5 Chair and the completed documents be sent to the</p> <p>6 school's governing board president for signature and</p> <p>7 then posted on the PEC website.</p> <p>8 COMMISSIONER BURT: Second.</p> <p>9 THE CHAIR: There's a motion by</p> <p>10 Commissioner Gipson, second by Commissioner Burt.</p> <p>11 If there's no further discussion?</p> <p>12 SECRETARY BECK: Commissioner Burt.</p> <p>13 COMMISSIONER BURT: Yes.</p> <p>14 SECRETARY BECK: Commissioner Manis.</p> <p>15 COMMISSIONER MANIS: Yes.</p> <p>16 SECRETARY BECK: Commissioner Brauer.</p> <p>17 COMMISSIONER BRAUER: Yes.</p> <p>18 SECRETARY BECK: Chair Gipson.</p> <p>19 THE CHAIR: Yes.</p> <p>20 SECRETARY BECK: Vice Chair Carrillo.</p> <p>21 VICE CHAIR CARRILLO: Yes.</p> <p>22 SECRETARY BECK: Commissioner</p> <p>23 Clahchischilliage.</p> <p>24 COMMISSIONER CLAHCHISCHILLIAGE: Yes.</p> <p>25 SECRETARY BECK: Commissioner Ingham.</p>

74	<p>1 COMMISSIONER INGHAM: Yes.</p> <p>2 SECRETARY BECK: Secretary Beck, yes.</p> <p>3 There are eight votes for and zero votes</p> <p>4 against. The motion passes.</p> <p>5 THE CHAIR: Congratulations. Thank you.</p> <p>6 MS. NADINE CHATTO: Thank you. I have a</p> <p>7 question.</p> <p>8 THE CHAIR: Sure.</p> <p>9 MS. NADINE CHATTO: When are they going to</p> <p>10 be sending out the contracts? Do you know? Give me</p> <p>11 a time.</p> <p>12 THE CHAIR: I haven't the faintest idea.</p> <p>13 MS. JULIA BARNES: We should be sending it</p> <p>14 to your board. I have to get from -- I don't think</p> <p>15 that we have gotten the board minutes from you that</p> <p>16 show that your board both voted on it and then</p> <p>17 approved those board minutes.</p> <p>18 This board just approved -- well, I'm</p> <p>19 going to need to get that from Cindy. So we can get</p> <p>20 the documents signed. It may not have every single</p> <p>21 attachment until next month. But we should have</p> <p>22 everything, 'cause -- do you need the contract to</p> <p>23 show to others?</p> <p>24 MS. NADINE CHATTO: Yeah. Yeah.</p> <p>25 MS. JULIA BARNES: So just get me your</p>	76	<p>1 confirm that the condition is there, but the</p> <p>2 condition was not a condition for you to accept or</p> <p>3 not accept the contract.</p> <p>4 Last month when the board of finance</p> <p>5 wasn't ready, you can't approve that contract</p> <p>6 without the board of finance.</p> <p>7 VICE CHAIR CARRILLO: Would I ask, then,</p> <p>8 the Chair to table this item until next month</p> <p>9 because we're waiting for documents? Does it need a</p> <p>10 motion or no? No?</p> <p>11 THE CHAIR: No. I think we'll -- the</p> <p>12 record will show that -- excuse me -- that we've</p> <p>13 tabled San Diego Riverside Charter School's contract</p> <p>14 vote until next month, pending receipt of the</p> <p>15 documents needed to complete the Transition Year</p> <p>16 Checklist.</p> <p>17 So we are on to Item No. 11, Decision and</p> <p>18 Possible Action to Approve the Financial Corrective</p> <p>19 Action Plans Related to the Notices of Concern.</p> <p>20 And 11.a. is Estancia Valley.</p> <p>21 DIRECTOR CORINA CHAVEZ: Can we promote</p> <p>22 Betty Seeley to the panel in case there's any</p> <p>23 specific questions?</p> <p>24 And, Commissioners, as you are getting</p> <p>25 ready to review the documents, I just want to make</p>
75	<p>1 board minutes, and then the next meeting where you</p> <p>2 approved them, and we'll get everything updated.</p> <p>3 MS. NADINE CHATTO: Okay. I'll send those</p> <p>4 minutes by the end of the day.</p> <p>5 MS. JULIA BARNES: Okay. Sounds great.</p> <p>6 VICE CHAIR CARRILLO: Thanks. Have a safe</p> <p>7 trip home.</p> <p>8 COMMISSIONER CLAHCHISCHILLIAGE:</p> <p>9 Commissioner Carrillo, we might need to</p> <p>10 have you turn on that faucet at another time. You</p> <p>11 said it would never happen again. We might need it.</p> <p>12 THE CHAIR: Okay.</p> <p>13 We are now on to Item 10.c., which is</p> <p>14 San Diego Riverside Charter School.</p> <p>15 So I think that for me, at this moment in</p> <p>16 time, I can't vote for this.</p> <p>17 VICE CHAIR CARRILLO: Well, it's moot at</p> <p>18 this point, isn't it? Because we're waiting for</p> <p>19 their -- I was going to say it's moot. Did you see</p> <p>20 that episode of Cheers where he always thought it</p> <p>21 was always a "moo" point, not a "moot" point?</p> <p>22 MS. JULIA BARNES: I would just say the</p> <p>23 thing that would prohibit you is the board of</p> <p>24 finance. And they got that documentation in. I</p> <p>25 think you can delay your vote until next month to</p>	77	<p>1 sure that you're clear where they are with the</p> <p>2 meeting materials.</p> <p>3 Okay. So 11.a. is the Estancia Valley</p> <p>4 Draft Financial Corrective Action Plan.</p> <p>5 And so what we did was we created it as a</p> <p>6 draft, and then we met with the school head</p> <p>7 administrator and business manager. And it's still</p> <p>8 a draft, of course, until you -- until you approve</p> <p>9 it.</p> <p>10 But these are the steps. And I'm going to</p> <p>11 ask, if you have any specific questions about it,</p> <p>12 you can field them toward Betty Seeley. However,</p> <p>13 just to show how we approached it, we took each of</p> <p>14 the audit findings on the far left column. We</p> <p>15 described the expected outcomes. We stated some</p> <p>16 deadlines for actions that they would complete. And</p> <p>17 we specified who at the school would be managing</p> <p>18 that.</p> <p>19 The school currently has a business</p> <p>20 manager, Marla Lovato, who has been working very</p> <p>21 closely with Jennifer Dukes, who is the assistant</p> <p>22 business manager. They work as a team, as Jennifer</p> <p>23 Dukes is building her capacity to serve in that</p> <p>24 role. Marla has been like a mentor to her. But I</p> <p>25 don't know that Marla is going to continue to stay</p>

DREAM DINÉ CHARTER SCHOOL GOVERNING COUNCIL SPECIAL MEETING MINUTES

May 08, 2024 —6 PM

Dream Diné Charter School, Shiprock, NM

Join Zoom Meeting

<https://us02web.zoom.us/j/8412541813?pwd=NjNSVkdPS0dyRXYrdklidXd6eWtIZz09&omn=89710647051>

Meeting ID: 841 254 1813

Passcode: 144876

One tap mobile

+17193594580,,8412541813#,,,,*144876# US

+12532050468,,8412541813#,,,,*144876# US

Dream Diné is a place-based elementary school where the Diné (Navajo) culture, language, and history are the foundation of an experiential curriculum. Through a dual-language program, we will nurture strong, compassionate, bilingual young people who are committed to their personal and community health, wellness, relationships, and progress.

Minutes

- A. Call Meeting to order 6:02pm
- B. Roll Call
 - a. Governing Council Members:
 - i. Daniela Allen, President- present
 - ii. Donna Fernandez, Vice President - present
 - iii. Virginia Kirk, Secretary - present
 - iv. Veronica Tso, Treasurer - absent
 - v. Gavin Sosa, Member - absent
 - b. Staff
 - i. Nadine Chatto, Head Administrator - present
 - ii. Charlotte Archuleta, Financial Manager - present
- C. Opening Comments - none
- D. Approval of Agenda - Move the approval of the minutes for **Mar 25, 2024** to the next regular meeting and make the necessary changes on the financial line.
 - Motion by Donna Fernandez to approve the agenda, move the approval of the minutes for **Mar 25, 2024** to the next meeting, and make the changes to the financial line.
 - Second - Daniella Allen
 - Vote: For - 3, oppose - 0, abstain - 0

- E. Approval of Minutes Special Meeting April 29, 2024:
<https://docs.google.com/document/d/1v90mqZke3psC6TsLdEMG6CHUunvnPsl8TScrDI7ASVE/edit?usp=sharing>
- Motion to approve the special meeting agenda by Donna Fernandez with the changes of grammar and name spelling.
 - Second - Danella Allen
 - Vote: For-3, oppose-0, abstain- 0
- F. Public Comments (limit time to 3 minutes) - Matt Devore mentioned he was glad to be here.
- G. Discussion and Possible Action Items
- a. Financials/School Budget report: No report or BARS from Charlotte Archuletta.
 - b. Reauthorization/Transition Checklist:
 - i. Complaint Policy: Reviewed the Employee handbook under Grievance. The GC members reviewed the Employee Handbook of 2023 to see if it is for employees only or all stakeholders i.e. parents. With input from the board members and school head administrator, created a complaint policy and form.
 - Motion by Donna Fernandez to adopt the complaint policy and form.
 - Second: Daniella Allen
 - Vote: for-3, opposed-0, abstain-0
 - ii. Internal Control Procedures: The school board reviewed the information and policy that was presented. This policy was adopted and approved at the Mar 25, 2024 meeting.
- H. Closing Comments: Nadine Chatto mentioned that she will be in 6 CPO (Chief Procurement Officer) classes that need to be taken per the PEC by a school employee in reference to finance and budget.
- I. Adjournment
- Motion made by Donna Fernandez to adjourn the meeting at 7:18 pm
 - Second by Daniella Allen
 - Vote: for-3, against-0, abstain-0

DREAM DINÉ CHARTER SCHOOL GOVERNING COUNCIL SPECIAL MEETING

April 29, 2024 —5PM

Dream Diné Charter School, Shiprock, NM

Meeting ID:

<https://us02web.zoom.us/j/8412541813?pwd=NjNSVkdPS0dyRXZYrdklidXd6eWtIZz09&omn=84022802604>

Meeting ID: 841 254 1813

Passcode: 144876

One tap mobile

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Join Zoom Meeting

Dream Diné is a place-based elementary school where the Diné (Navajo) culture, language and history are the foundation of an experiential curriculum. Through a dual-language program, we will nurture strong, compassionate, bilingual young people who are committed to their personal and community health, wellness, relationships and progress.

Minutes

- A. Call Meeting to order at 5:09pm
- B. Roll Call
 - a. Governing Council Members:
 - i. Daniela Allen, President - present
 - ii. Donna Fernandez, Vice President - present
 - iii. Virginia Kirk, Secretary - present
 - iv. Veronica Tso, Treasurer - present
 - v. Gavin Sosa, Member -present
 - b. Staff
 - i. Nadine Chatto, Head Administrator - present
 - ii. Charlotte Archuleta, Financial Manager - absent
- C. Opening Comments: Tallethia mentioned that the school is doing great but academics are important. Andrea spoke on the importance of the rubric and testing of the contract. Derrick White mentioned that in the getting the contract signed by May 9, 2024 at 5pm so that the funding will be available for the school to exist.
- D. Approval of Agenda
 - Approval of the agenda - Gavin Sosa
 - Second - Donna Fernandez
 - Vote: for - 5, opposed - 0, abstain - 0
- E. Approval of Minutes, March 25 and April 22, 2024:

https://docs.google.com/document/d/17mOD8xgdEjul3RTE8sK4OBhiBUrkyjj4/edit?usp=share_link&oid=115875256299882363581&rtpof=true&sd=true

F. Public Comments (limit time to 3 minutes)

G. Discussion and Possible Action Items

- a. New Mexico Charter School Contract Performance Framework Mission Goal Scoring Sheet and Condition Compliance document For Dream Diné Charter School For the charter term: 2024-2029:

<https://drive.google.com/drive/folders/1dcGZ2AtleuQld46E1IEI6dEEG9rk-SMj>

Open for discussion: Gavin Sosa requested to review Dine culture rubric. What is the mission for Dream Dine Specific rubric? As one of the founders went over the goals for each grade. Concerns about some grades that involve the language and parents and teachers. He feels that the rubric needs a lot of work and can possibly be revised. Andrea responded that there is an incorporation of staff with a cultural and Diné language even with changes in the school but feels the mission statement should be changed. There is a challenge in staffing culture and Diné language. Place base program is the starting point. It does not solidify the performance framework. Andrea: Would like the parents to understand and would like more to be done with the community. Believes this is being done for the children. Want everyone to understand that it's the governing board's responsibility. Would like more involvement with the teachers after school. Donna: Has been on the board for quite some time. In the past the concern was what is the curriculum. In support of getting authorization vs going through CCSD. We want the students to have the language incorporated with the regular curriculum. We can work on many aspects and have this as a starting point. And that the mission is important. Supports the contract and gets this passed. Veronica Tso - Has been on many school boards. Education and it being what the student needs. That we are to support. With state testing we need to fill those gaps but first think about the child's education. The state will be looking at the scores. There is an after school program where the culture is being implemented. Parent survey on what needs to be taught after school i.e. math or dine language. Put the parents to see what they would like to be implemented. Feels clans should be taught in the home. And education is very important. Support of dine language but it is up to the child and think about the child's education. What are the core contact hours? Open to any recommendations. Virginia: Mission statement, unique charter school with Dine Language. Percilla: wants culture and language to be taught in the school. In her home they only spoke Dine, not English. But also valued education. Mentioned that Mrs Chatto is doing a lot of work. Difficult to have a staff of fluent Dine culture. Need teamwork of having a lot of parents to be involved. With her students trying to incorporate the language. Mission statement is still being worked on.

- Motion: Donna Fernandez motioned to approve the New Mexico Charter School Contract Performance Framework Mission Goal Scoring Sheet and Condition Compliance document For Dream Diné Charter School For the charter term: 2024-2029
- Second: Virginia Kirk
- Vote: For - 5, Opposed - 0, Abstained - 0

H. Closing Comments - Veronica Tso - thank the parents who are involved. Parents and grandparents involved work toward a successful school. Parent involvement is not really happening across the board, it is very important for parents to be involved. And board members to be involved with school projects.

I. Adjournment at 6:38pm

- Motion: Donna Fernandez makes the motion to adjourn.
- Second: Daniela Allen
- Vote: For: 5, opposed: 0, abstained: 0