

New Mexico Public Education Commission



Northpoint Charter School

2024-2029

(Titles are hyperlinks, click to go to document)

Contract

Performance Framework

Academic

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 and Condition Compliance Documentation

For Northpoint Charter School
f/k/a Southwest Secondary Learning Center
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
Northpoint Charter School, f/k/a Southwest Secondary Learning Center

This Charter Contract is hereby entered into by and between the New Mexico Public Education Commission (“Commission”), and Northpoint Charter School, f/k/a Southwest Secondary Learning Center (“School”), a New Mexico charter school, by and through the School’s Governing Body, known as (“Governing Body”) effective this 1 day of July , 2024. Hereafter, each party may be referred to as “Party” or both parties as “Parties.”

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

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

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

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

WHEREAS, the Commission approved the School’s charter renewal application on December 13, 2023, and now enters this Charter Contract with the School’s Governing Body; and,

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

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

SECTION 1: DEFINITIONS

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

“Chair” means the chairperson of the Commission, as elected by the members of the Commission, pursuant to the Commission’s Rules of Procedure.

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“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). This Performance Framework (2023 approval) is scored according to Business Rules (2023 approval) applicable to this Performance Framework approved by the PEC and posted here: <https://webnew.ped.state.nm.us/bureaus/public-education-commission/policies-and-processes/performance-review-and-accountability-system-and-performance-frameworks/>

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

Monitoring Documents		
Monitoring Doc 1 (Performance Framework 2.A).	Mission specific indicator	Scoring sheet for PF 2.A. attached to Mission specific indicator, Performance Framework.
Monitoring Doc 2 (Performance Framework 1.A.2 or 1.A.3)	School-specific assessment replacing a Department assessment	<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-a-accountability-system-and-performance-frameworks/
Monitoring Doc 3 (<i>See</i> 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 have a licensed school business official as the term is defined in 6.63.12. NMAC.	Document B.1
C.	Chief Procurement Officer	The School will contract with, or employ, a chief procurement officer as the term is defined in §13-1-38.1 NMSA 1978.	Document B.1

D.	Member information	The Governing Body will maintain a list of its current members, a copy of each member's signed assurances as required by §22-8B-9(B)(6) NMSA 1978, and a signed Conflict of Interest Disclosure.	Document B.2, B2.a, B2.b, B2.c
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 2001-2002. 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:

A. That the School’s record of performance demonstrates improved student academic growth beginning with specific immediate action. The specific immediate action to improve student

² Exhibit A

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academic growth consistent with state standards, particularly in ELA, Math, and graduation growth, will be outlined in the school’s negotiated Performance Framework; and;

B. That the School identifies a robust strategic educational plan to improve student outcomes and appropriate staff professional development related to content instruction.

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.³ The School’s Mission is as stated below:

The mission of Northpoint Charter School, f/k/a Southwest Secondary Learning Center is to empower all students to perform at their optimal level in a blended learning environment that is individualized, self-directed, and flexible to produce future ready graduates.

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. Students are provided an online curriculum for a majority of core classes and certain electives through a learning platform identified by the School combined with in person support from certified content teachers as evidenced by one or more of the following: total course enrollment, the percentage of courses completed for credit each semester, classroom observations, and/or site visit focus group interviews.

B. Students are also provided in-person learning for electives and those core classes where the in-person support is determined by School leadership to be needed as evidenced by one or more of the following: total course enrollment, the percentage of courses completed for credit each semester, classroom observations, and/or site visit focus group interviews.

C. Students engage in college and/or career readiness coursework through the Smart Lab, our hands on high tech, STEAM lab. In Smart Lab, students apply leading-edge technology to academically focused, standards-based projects. An integral part of the Smart Lab course is the use of Naviance, a career readiness platform, that students use to engage in career interest surveys, resume writing, and identifying career paths available through each of the 175+ different projects that span 8 strands of technology; as evidenced by one or more of the following: enrollment in Smart Lab (required for students in grades 9-10, offered as an elective for grades 11-12), classroom observations, and/or site visit focus group interviews.

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)

D. Students in grades 10-12 may engage in dual credit coursework at CNM and/or UNM as evidenced by one or more of the following: enrollment in dual credit courses and/or the number of courses completed with passing grades each semester.

E. All students are assigned a sponsor teacher to monitor their academic progress, provide regular updates to families, and serve as an intermediary while advocating for the student as evidenced by one or more of the following: sponsor assignment lists, Next Step plans, progress update communications, family contact logs, classroom observations, and/or site visit focus group interviews.

F. Online coursework can be accessed beyond traditional school hours, 24 hours a day, 7 days a week. Students are provided flexible schedules customized to their academic needs where they choose from daily sessions 4 days a week for in person support and supplemental instruction as evidenced by one or more of the following: daily rosters, attendance records, classroom observations, and/or session logs for after-hours engagement.

G. The School uses mixed grade or mixed age education as part of its model. Individual online coursework is grade specific, but students meet with instructors in a multi-grade setting.

3.5 Manner of Instruction.

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

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

i. The School provides in person, on-site instruction for fully in-person elements and to support online coursework with certified content teachers;

ii. The School provides remote instruction for content specific questions/remediation/support through Zoom sessions with a certified content teacher; and

iii. The School provides remote instruction through an online curriculum as described here:

- The program provided to all students is available 100% of instructional hours and beyond traditional hours 24 hours a day, 7 days a week.
- The School utilizes an online learning platform for core classes that is available anywhere students have internet access.
- Students work both individually at home and in-person in a multi-grade setting to complete online coursework with the support of live, certified content instructors.
- Support classes with a smaller group setting and live instruction are provided for a variety of courses to supplement the online coursework.

3.6 Enrollment Cap and Authorized Grade Levels.

The School shall serve no more than 246 students in grades 9-12.⁴

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

3.7 Authorized Facility and Facility Occupancy Capacity.⁵

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

School Name: Northpoint Charter School/f/k/a Southwest Secondary Learning Center

Street Address: 10301 Candelaria Road NE

City, State, Zip: Albuquerque, NM 87112

The School may not exceed the approved occupancy capacity of the Facility, which is 589. The School may move facilities by following the PEC procedure processes.

3.8 Third Party Contracts and Relationships

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

3.8.2 Essential Third Party Relationship Declaration.⁶

Not Applicable.

3.8.3 Foundation Declaration.

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.

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:

provides transportation

The School:

does not provide food services presently but intends to provide food services as follows: The School is meeting with vendors and exploring adding a lunch program as early as school year 2024-2025.

3.10 Notification of Discretionary Waivers. The following discretionary waivers have been approved by the Secretary. The School will update this list as needed⁷. The School shall be entitled to implement all mandatory waivers as contemplated pursuant to NMSA 1978, §22-8B-5(C) without notice to the Commission.

Not Applicable.

3.11 Tribal Consultation.

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

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

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

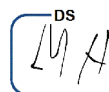
The School is required to consult with _____ [insert tribal entity] pursuant to law because of the number of Native children enrolled at the School and shall consult with the educational liaison identified at the Department for consultation as required by law.

SECTION 4. SCHOOL EVALUATION AND OVERSIGHT.

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

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

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

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

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

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

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

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

D. Through annual report notices provided by the Commission.

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

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

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

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

4.5 Renewal. Within the time period established by the Charter Schools Act and pursuant to 6.2.9.15 NMAC, the Governing Body may submit a renewal application to the Commission on forms approved by the Commission pursuant to the Commission Rule. The application shall include all

information required by law. Legal grounds for nonrenewal are articulated in §22-8B-12(K) NMSA 1978 of the Charter Schools Act. The Commission shall follow the procedures and requirements of the Commission Rule before voting to deny renewal or before imposing conditions on renewal of a Charter Contract.

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

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

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

SECTION 5: ROLE AND RESPONSIBILITIES OF THE COMMISSION

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

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

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

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

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

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

SECTION 6: ROLE AND RESPONSIBILITIES OF THE GOVERNING BODY

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

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

6.3 Board of Finance Designation.

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

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

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

SECTION 7: INTERACTIONS BETWEEN THE PARTIES.

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

7.2 Commission access to School records. The School shall provide information required to assess compliance with this Contract, the Performance Framework, as needed for the annual report and as may be reasonably requested by the Commission upon reasonable notice, which shall be no sooner than 10 days unless exigent circumstances exist. The Commission shall direct CSD to first attempt to obtain the information sought from the Department if the Department maintains the data through

⁸ See Section 2.2 above.

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 reporting 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.

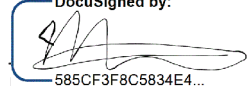
8.7.6 Resolution and payment.

- 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.

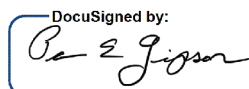
Governing Body of Northpoint Charter School, f/k/a Southwest Secondary Learning Center

By Charter Representative:

DocuSigned by:

 585CF3F8C5834E4...
 mhamel@sslc-nm.com

Date: 5/22/2024

New Mexico Public Education Commission

DocuSigned by:

 5528DF79DDDF411...
 Patricia Gipson, Chair
 PEC.DistrictSeven@ped.nm.gov

Date: 5/23/2024

New Mexico Public Education Commission



New Mexico Charter School Performance Framework

For Northpoint Charter School
f/k/a Southwest Secondary Learning Center
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:

A. That the School’s record of performance demonstrates improved student academic growth beginning with specific immediate action. The specific immediate action to improve student academic growth consistent with state standards, particularly in ELA, Math, and graduation growth, will be outlined in the school’s negotiated Performance Framework; and;

B. That the School identifies a robust strategic educational plan to improve student outcomes and appropriate staff professional development related to content instruction.

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> <p>Working to Meet: 26th to 50th percentile of all schools</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 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>
<p>The school is using NWEA/MAPS as an alternative assessment for grades 9-12. The school will report the scores on the standard score sheet developed for NWEA/MAPS and provided on the PEC website.</p>		
<p>Proficiency or growth criteria in both reading and math will be shown using the following:</p>		
<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	
<p>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.</p>		
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>

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 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 Performance Framework Approved 10.20.23 and updated 021624

		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 for grades 9-12. The school will report the scores on the standard score sheet 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"> 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
<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?</p>

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 Performance Framework Approved 10.20.23 and updated 021624

		<p>How well did the school do it? Is anyone better off as a result? How do you know?</p>
		<p>Exceeds: exemplary performance as set forth in this Performance Framework</p> <p>Meets: meets performance as set forth in this Performance Framework</p> <p>Working to Meet: earns working to meet performance as set forth in this Performance Framework</p> <p>Does Not Meet: does not meet performance as set forth in this Performance Framework</p>
<p>Goal: Students enrolled on the 40th and 120th day of each school year will earn at least one credit and receive an 80% or higher in at least two College and Career Ready (CCR) semester-long classes/courses that prepare future ready graduates.</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</p>	<p>Percentage of eligible students who re-enroll:</p> <p>Exceeds: ≥ 90%</p> <p>Meets: < 90% but ≥ 80%</p>	

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.)

count of the previous school year to the 40 th day count of the current school year. ¹⁵	Working to Meet: < 80% but ≥ 70% Does Not Meet: < 70%
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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.	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) 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)
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.	Meets: All members of the governing body have completed all training hours required by law by the end of the fiscal year. 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. Does Not Meet: The school did not meet the criteria for Working to Meet.

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 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.

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 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>
3.B. Equitable Enrollment Process: The school ensures that all families have the opportunity to learn about, apply to, and enroll in the school.		
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>
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.		
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>

		Does Not Meet: Out of compliance with one or more requirement or one or more compliance requirement is not submitted.
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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

	<p>errors; and publicly posts all required reports.</p> <p>Working to Meet: Sometime during the fiscal year, the school was required to do monthly reporting; OR the school does not meet the criteria for "Meets" but does not meet the criteria for "Does Not Meet."</p> <p>Does Not Meet: The school consistently fails to submit required budget documents or reports according to PED's established deadlines; submits reports with frequent, repeated errors; or fails to publicly post required reports.</p>
<p>4.D. Fiscal Oversight: The school and its governing board effectively provide fiscal oversight by establishing, approving, and monitoring annual budget execution and safeguarding the financial health and activities of the school.</p>	
<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 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>
<p>4.E. Enrollment Variance: The school's budgeted enrollment is close to its actual enrollment, requiring no or slight budget revisions.</p>	
<p>The school makes accurate enrollment assumptions, resulting in a budget that is sound.</p>	<p>Enrollment variance (actual enrollment/budgeted enrollment) is:</p> <p>Meets: ≥ 95%</p> <p>Working to Meet: < 95% but ≥ 85%</p> <p>Does Not Meet: < 85%</p>

Mission-Specific Goal: Data Tracker

School Name	Northpoint Charter School f/k/a Southwest Secondary Learning Center	Academic Year	2025-2029
School Mission	The mission of Northpoint Charter School, f/k/a Southwest Secondary Learning Center is to empower all students to perform at their optimal level in a blended learning environment that is individualized, self-directed, and flexible to produce future ready graduates.		

GOALS

Students enrolled on the 40th and 120th day of each school year will earn at least one credit and receive an 80% or higher in at least two College and Career Ready (CCR) semester-long classes/courses that prepare future ready graduates.

MEASURE OF SUCCESS

Name of Assessment College and/or Career Readiness Coursework (Smart Lab, Dual Credit, Career Technical Elective)

How often Assessed Twice per year, at the end of each semester

How will we calculate the goal? A tracking spreadsheet will be created each school year and populated with student enrollment data to track which CTE class the student is enrolled in to ensure each student is enrolled in appropriate course(s). At each semester's end, final grades will be input and data will be analyzed to determine which students meet the required 80% target grade goal. At the conclusion of Semester 2, the number of students successfully earning credit with an 80% final grade or higher in both semesters will be divided by the number of eligible students to obtain the percentage of students meeting the criteria. Raw and calculated data with identifying information removed will be submitted to CSD and PEC as expected.

How much did your charter school do? The School gives students choice and flexibility as they prepare for their future. Specifically, the School emphasizes College and/or Career Readiness preparation by requiring all students to take future-ready enrichment classes/courses during each year of their high school experience. The School uses a career readiness platform, within the Smart Lab course. Students use it to engage in career pathway preparation alongside their choices of 175+ different projects that have been developed within Smart Lab. Each project includes a rigorous cumulative portfolio that requires students to practice important future ready skills such as: public speaking, organization, presentation, and technical writing. In addition, college and career readiness instruction is also available through dual credit coursework for eligible upperclassmen. Students may enroll at CNM or UNM in courses related to a degree or vocational/certificate field. Career technical electives are also offered through our online learning system provided to all students at the School.

How well did we do it? The School understands that high school is the optimal time for students to explore the variety of college and career options available to them. Smart Lab, dual credit, and career technical elective courses are specifically designed to offer students the opportunity to engage in many possibilities. The School staff know that we are implementing our mission with fidelity if we expose our students to as many opportunities as possible to help them discover their passion and find their own "true north." Students are empowered to participate and succeed in those opportunities when and how they want. Providing students choice in their education builds engagement, and we believe that will translate to high percentages of students earning a B or higher in future ready coursework.

Is anyone better as a result? Students are better prepared for their future due to the emphasis and unique exposure to College and Career Preparation instruction and projects. The School graduates leave the school well-versed in the essential skills necessary to thrive in any professional setting, including but not limited to: technology literacy, media literacy, public speaking, collaboration, creativity, communication, and critical thinking.

TARGETS

80-100% of students enrolled on the both the 40th and 120th day score 80% or better on each CTE course

Exceeds

60-79% of students enrolled on the both the 40th and 120th day score 80% or better on each CTE course

Meets

Working to Meet	40-59% of students enrolled on the both the 40th and 120th day score 80% or better on each CTE course
Does not meet	0-39% of students enrolled on the both the 40th and 120th day score 80% or better on each CTE course

Mission Specific Goal Outcomes				
Grade Level	FAY Count	Tested Count	Number Met	Percent Met
9th grade (for informational purposes)				
10th grade (for informational purposes)				
11th grade (for informational purposes)				
12th grade (for informational purposes)				
All students (for scoring purposes)	0		0	
Outcome				

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

This cell is meant to summarize the final outcome at the end of the academic year and provide the PED/PEC with a plan 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 Northpoint Charter School, f/k/a Southwest Secondary Learning Center for a five-year term from July 1, 2024 to June 30, 2029 with the following Conditions:

- That the school’s record of performance demonstrates improved student academic growth beginning with specific immediate action. The specific immediate action to improve student academic growth consistent with state standards, particularly in ELA, Math, and graduation growth, will be outlined in the school’s negotiated Performance Framework, and
- That the school identifies a robust strategic educational plan to improve student outcomes and appropriate staff professional development related to content instruction.

The first annual report will confirm completion of each item listed above or, if either concern is not corrected, will identify the uncorrected unsatisfactory performance that will be subject to further PEC action.

School Contact Information		
Name: <i>Northpoint Charter School, f/k/a Southwest Secondary Learning Center</i>	Address: <i>10301 Candelaria Rd NE Albuquerque, NM 87112</i>	Date of Submission: <i>(Due on July 1 of each year beginning 2025)</i>
School Head Administrator Name, email and signature:		
Governing Board Chair, email and signature:		

Condition 1
<input type="checkbox"/> Record of Performance demonstrates improved academic growth in ELA, Math, and Graduation Rates as outlined in the Performance Framework.
<input type="checkbox"/> 2024-2025 End-of-Year student growth results: ___ improved proficiency in ELA as outlined in the performance framework 1.A.2 ___ improved proficiency in Mathematics as outlined in the performance framework 1.A.2 ___ Graduation Rate
<input type="checkbox"/> 2025-2026 End-of-Year student growth results: ___ improved proficiency in ELA as outlined in the performance framework 1.A.2 ___ improved proficiency in Mathematics as outlined in the performance framework 1.A.2 ___ Graduation Rate

- 2026-2027 End-of-Year student growth results:
 _____ improved proficiency in ELA as outlined in the performance framework 1.A.2
 _____ improved proficiency in Mathematics as outlined in the performance framework 1.A.2
 _____ Graduation Rate
- 2027-2028 End-of-Year student growth results:
 _____ improved proficiency in ELA as outlined in the performance framework 1.A.2
 _____ improved proficiency in Mathematics as outlined in the performance framework 1.A.2
 _____ Graduation Rate
- 2028-2029 End-of-Year student growth results:
 _____ improved proficiency in ELA as outlined in the performance framework 1.A.2
 _____ improved proficiency in Mathematics as outlined in the performance framework 1.A.2
 _____ Graduation Rate

Condition 1 (continued)

- Completion of Action Plan for improving student academic growth in:
- ELA:
 - Math:
 - Graduation Rates:
- Performance Framework: Did growth take place in all three areas every year of the term of the contract (Annual Report)
- Notes/Reasons for incompleteness or lack of growth:

Condition 2

- Completion of Action Plan for Professional Development in content instruction to improve student outcomes:

Narrative of Action Plan for Condition 1

Describe the Action Plan to support student growth in ELA, Math, and in graduation rates growth. (**Update each year as needed.**)

Northpoint Charter School, f/k/a Southwest Secondary Learning Center will improve proficiency rates in ELA and Math through in-person instruction and support courses to supplement the online learning program utilized by the school. Currently, these courses provide in-person content instruction to remediate learning gaps, provide multiple modes of instruction, and combat subject avoidance. Students are assigned based on observation, prior course failures, and ongoing data analysis. Course data is analyzed

bi-weekly to identify those in need of intervention. Staff meet at least bi-weekly in PLCs to review individual student observations and needs.

Northpoint Charter School, f/k/a Southwest Secondary Learning Center intends to increase the amount of in-person support courses to improve student outcomes. Professional development to analyze strengths & weaknesses in student test scores has been engaged to identify areas of need. New in-person courses will be added as appropriate following data analysis and master schedule review.

Northpoint Charter School, f/k/a Southwest Secondary Learning Center will improve graduation rates through mandatory summer school credit recovery for students who fail to make expected progress towards graduation. Other strategies include: Next Step plans completed each spring and reviewed during August registration to ensure students' courses align with graduation requirements; failure warning letters mailed to parents mid-semester to ensure awareness and plan for intervention; course progress data analysis bi-weekly to identify students falling behind for early intervention; sponsor teacher weekly progress updates to parents to keep them apprised of their student's progress toward earning credit. Students not making expected progress will require an additional parent meeting to plan for credit recovery.

Student Growth in ELA and Math				
Action/Activity	Person Responsible	Timeline	Students affected and outcomes	Completion
Math/English Main Lab support class for all grade levels	sponsor and content teachers; Academic Dean, Executive Director	start of each semester, add as needed; course meets 2x per week	increased support for students with prior course failures, significantly behind in progress, or as identified during PLC meetings; the expected outcome is improved proficiency, course completion and earned credit	
Math support courses	sponsor and math teachers	start of each semester, as needed; course meets 2x per week	students identified as needing remediation in basic math skills are scheduled for in-person support class to review/practice basic skills; expected outcome	

			is improved math skills and student confidence, leading to improved proficiency, course completion and earned credit	
Subject Intensive English 9	sponsor teachers and content teachers	start of semester	All 9th grade students attend an in-person writing class to supplement the online English course to complete writing assignments in a traditional setting. Expected outcome is improved writing proficiency, course completion, and earned credit.	
Subject Intensive Algebra I; Geometry	sponsor teachers and content teachers	start of semester and as needed	in-person support class for students to supplement online coursework with hands-on skill practice; expected outcome is improved proficiency, course completion, and earned credit	
PLC	instructional staff	currently bi-weekly, seeking to increase to weekly meetings	data analysis for NWEA scores, course progress, and MLSS needs are discussed expected outcome is identification of individual students for intervention, leading to improved proficiency, course completion, and earned credit	

Improving Graduation Rates				
Action/Activity	Person Responsible	Timeline	Students affected and outcomes	Completion
Parent/student Meeting	sponsor teacher	August registration; review credits and Next Step plan	All students meet with their sponsor teacher prior to beginning classes, progress towards graduation is analyzed; expected outcome is a plan to ensure appropriate credits	
Next Step Plan	sponsor teacher	August and April	all students complete a Next Step plan with their sponsor teacher and parent; expected outcome is plan to ensure appropriate credits for graduation and post-secondary goals	
Potential Failure Letters	sponsor teacher; registrar; Academic Dean, Executive Director	mid-semester, October & March	all students with current failing grades have a letter sent home to parents; expected outcome is improved communication to ensure awareness and plan for intervention with time to complete courses for credit	
Course Progress Data	Academic Dean; sponsor teachers	weekly	all students' progress is reported to parents weekly; those falling behind are identified for intervention; expected outcome is communication with parents, improved course	

			completion and earned credit	
Summer School Credit Recovery	sponsor teacher, academic dean, Executive Director	end of each semester for identification; occurs during the month of June	students with a failing grade in any course will be required to make up lost credits during summer school, offered without cost during the month of June	

Narrative of Action Plan for Condition 2

Describe what professional development teachers will pursue or participate in each year of the contract term to improve student outcomes. Explain how this robust strategic educational plan will improve student outcomes. (**Update each year as needed.**)

Northpoint Charter School, f/k/a Southwest Secondary Learning Center will increase participation in professional development. Northpoint will contract with Charter School Testing to analyze NWEA short-cycle data in reading and math. Analysis of strengths and weaknesses in student scores will enable teachers and administration to identify specific professional development to address weak areas and gaps in the online learning system instruction. Once identified, relevant professional development will be engaged to design supplemental instruction to improve student outcomes. The first of these sessions was held on February 23, 2024.

All staff will engage in professional development to fully implement new gifted education rules as required. With a larger pool of students identified as gifted and/or in the talent pool, it is expected this learning will benefit all students.

Northpoint Charter School, f/k/a Southwest Secondary Learning Center will utilize the NMPED partnership with LRP Publications and DirectSTEP e-courses (<http://nmpeds.lrp.com/>) to provide development courses, especially to educational assistants, in supporting learners more effectively. A log of all professional development participation will be provided to CSD.

Action/Activity	Person Responsible	Timeline	Students affected and outcomes	Completion
NWEA Data Teams	Executive Director; Academic Dean	3 times annually	Students not demonstrating proficiency and/or growth	

			will be scheduled in targeted support classes; expected outcome is improved proficiency in reading/math, course completion, and earned credit	
Gifted PD	Executive Director, Gifted staff	planned for August 2024, October 2024, January 2025, then as needed	Improved identification of gifted/talented students and increased opportunities; expected outcomes are increased engagement; course completion, and earned credit	
LRP Publications professional development through PED partnership	Executive Director, Special Education Director; Academic Dean	August 2024; then as needed	All students will benefit from improved support from educational assistants in a variety of settings	

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 SOUTHWEST SECONDARY LEARNING CENTER 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 SOUTHWEST SECONDARY LEARNING CENTER is adequately bonded and insured.

The Public Education Commission has designated SOUTHWEST SECONDARY LEARNING CENTER'S governing body as a Board of Finance.

DocuSigned by:

Alan Brauer

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1/4/2024

Date Signed

ALAN BRAUER, CHAIR, The New Mexico Public Education Commission

New Mexico Public Education Commission



(Titles are hyperlinks, click to go to document)

School and Governing Board approval

BEFORE THE PUBLIC EDUCATION COMMISSION

STATE OF NEW MEXICO

TRANSCRIPT OF PROCEEDINGS
OPEN PUBLIC MEETING

April 19, 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.: 9093N (CC)

282	<p>1 COMMISSIONER BRAUER: Commissioner Ingham. 2 He beat me to it. 3 SECRETARY BECK: Commissioner Brauer. 4 COMMISSIONER BRAUER: Yes. 5 SECRETARY BECK: Commissioner Taylor. 6 COMMISSIONER TAYLOR: Yes. 7 SECRETARY BECK: Commissioner Gipson. 8 THE CHAIR: Yes. 9 SECRETARY BECK: Vice Chair Carrillo. 10 VICE CHAIR CARRILLO: Yes. 11 SECRETARY BECK: Commissioner Ingham. 12 COMMISSIONER INGHAM: Yes. 13 SECRETARY BECK: Commissioner 14 Clahchischilliage. 15 COMMISSIONER CLAHCHISCHILLIAGE: Yes. 16 SECRETARY BECK: Secretary Beck, yes. 17 There are seven votes for, zero votes against. 18 MS. JULIA BARNES: No. We're skipping 19 San Diego River-- I think we're skipping San Diego 20 Riverside, because they can't be a board of -- they 21 have to be a Board of Finance first. 22 VICE CHAIR CARRILLO: Why do we -- do have 23 SODA on the agenda? 24 MS. JULIA BARNES: I'm sorry. Let me -- I 25 skipped them. Let me not skip them.</p>	284	<p>1 school's governing board president for signature and 2 then posted on the PEC website. 3 COMMISSIONER TAYLOR: Second. 4 THE CHAIR: There's a motion by 5 Commissioner Carrillo and a second by Commissioner 6 Taylor. 7 SECRETARY BECK: Commissioner Taylor. 8 COMMISSIONER TAYLOR: Yes. 9 SECRETARY BECK: Commissioner Brauer. 10 COMMISSIONER BRAUER: Yes. 11 SECRETARY BECK: Commissioner 12 Clahchischilliage. 13 COMMISSIONER CLAHCHISCHILLIAGE: Yes. 14 SECRETARY BECK: Commissioner Ingham. 15 COMMISSIONER INGHAM: Yes. 16 SECRETARY BECK: Vice Chair Carrillo. 17 VICE CHAIR CARRILLO: Yes. 18 SECRETARY BECK: Chair Gipson. 19 COMMISSIONER GIPSON: Yes. 20 SECRETARY BECK: Secretary Beck, yes. 21 There are seven votes for, zero votes 22 against. The motion passes. 23 THE CHAIR: Terrific. 24 COMMISSIONER CARRILLO: Next, we're on to 25 School of Dreams Academy, effectively --</p>
283	<p>1 VICE CHAIR CARRILLO: I'll go on, and you 2 can put -- 3 MS. JULIA BARNES: Yeah. Let me make one 4 comment on Southwest Preparatory Learning Center. 5 They have a new name. Thank you for finding SODA so 6 we didn't skip them. 7 They have a new name that would start 8 July 1. As you know, the next school did an 9 amendment today, because they needed it today. We 10 are understanding that Southwest Preparatory does 11 not need their new name to start until July 1. So 12 they don't need to come -- and a change in their 13 mission. They don't need to come forward again, if 14 that's true. 15 VICE CHAIR CARRILLO: Okay. For Southwest 16 Preparatory Learning Center. Also, it'll be the 17 Renaissance Academy Charter School. 18 I move that the Public Education 19 Commission approve the Charter Contract and 20 Exhibits, including the Performance Framework, for 21 Southwest Preparatory Learning Center, identified in 22 Agenda Item 17, for the 2024-2029 charter term. 23 I further move that the Charter Contract 24 with the referenced attachments be signed by the 25 Chair and the completed documents be sent to the</p>	285	<p>1 affectionately known as "SODA." 2 I move that the Public Education 3 Commission approve the Charter Contract and 4 Exhibits, including the Performance Framework, for 5 the School of Dreams Academy, identified in Agenda 6 Item 17, for the 2024-2029 charter term. 7 I further move that the Charter Contract 8 with the referenced attachments be signed by the 9 Chair and the completed documents be sent to the 10 school's governing board president for signature and 11 then posted on the PEC website. 12 COMMISSIONER INGHAM: Second. 13 THE CHAIR: There's a motion by 14 Commissioner Carrillo and a second by Commissioner 15 Ingham. 16 SECRETARY BECK: Commissioner 17 Clahchischilliage. 18 COMMISSIONER CLAHCHISCHILLIAGE: Yes. 19 SECRETARY BECK: Commissioner Ingham. 20 COMMISSIONER INGHAM: Yes. 21 SECRETARY BECK: Chair Gipson. 22 COMMISSIONER GIPSON: Yes. 23 SECRETARY BECK: Vice Chair Carrillo. 24 VICE CHAIR CARRILLO: Yes. 25 SECRETARY BECK: Commissioner Taylor.</p>

286	<p>1 COMMISSIONER TAYLOR: Yes. 2 SECRETARY BECK: Commissioner Brauer. 3 COMMISSIONER BRAUER: Yes. 4 SECRETARY BECK: Secretary Beck, yes. 5 There are seven votes for, zero votes 6 against. The motion passes. 7 VICE CHAIR CARRILLO: All-righty. Next 8 up, we have the Southwest Secondary Learning Center 9 now known as Northpoint Charter School. 10 For those paying attention, no, that's not 11 a housing complex; it's a charter school. 12 If you're listening, I'm going to be in so 13 much trouble. 14 I move that the Public Education 15 Commission approve the Charter Contract and 16 Exhibits, including the Performance Framework, for 17 Southwest Secondary Learning Center, now known as 18 Northpoint Charter School, identified in Agenda Item 19 17, for the 2024-2029 charter term. 20 I further move that the Charter Contract 21 with the referenced attachments be signed by the 22 Chair and completed documents be sent to the 23 school's governing board president for signature and 24 then posted on the PEC website. 25 COMMISSIONER TAYLOR: Second.</p>	288	<p>1 the 2024-2029 charter term. 2 I further move that the Charter Contract 3 with the referenced attachments be signed by the 4 Chair and the completed documents be sent to the 5 school's governing board president for signature and 6 then posted on the PEC website. 7 COMMISSIONER INGHAM: Second. 8 THE CHAIR: There's a motion by 9 Commissioner Carrillo and a second by Commissioner 10 Ingham. 11 SECRETARY BECK: Commissioner Taylor. 12 COMMISSIONER TAYLOR: Yes. 13 SECRETARY BECK: Commissioner Brauer. 14 COMMISSIONER BRAUER: Yes. 15 SECRETARY BECK: Commissioner 16 Clahchischilliage. 17 COMMISSIONER CLAHCHISCHILLIAGE: Yes. 18 SECRETARY BECK: Commissioner Ingham. 19 COMMISSIONER INGHAM: Yes. 20 SECRETARY BECK: Chair Gipson. 21 THE CHAIR: Yes. 22 SECRETARY BECK: Secretary Beck, yes. And 23 last, but not least, for all the work that he did, 24 Vice Chair Carrillo. 25 VICE CHAIR CARRILLO: Yes.</p>
287	<p>1 THE CHAIR: There's a motion by 2 Commissioner Carrillo and a second by Commissioner 3 Taylor. 4 SECRETARY BECK: Commissioner Gipson. 5 THE CHAIR: Yes. 6 SECRETARY BECK: Vice Chair Carrillo. 7 VICE CHAIR CARRILLO: Yes. 8 SECRETARY BECK: Commissioner Ingham. 9 COMMISSIONER INGHAM: Yes. 10 SECRETARY BECK: Commissioner 11 Clahchischilliage. 12 COMMISSIONER CLAHCHISCHILLIAGE: Yes. 13 SECRETARY BECK: Commissioner Brauer. 14 COMMISSIONER BRAUER: Yes. 15 SECRETARY BECK: Commissioner Taylor. 16 COMMISSIONER TAYLOR: Yes. 17 SECRETARY BECK: Secretary Beck, yes. 18 There are seven votes for, zero votes 19 against. The motion passes. 20 VICE CHAIR CARRILLO: And next, and, 21 finally, Taos Academy. 22 I move that the Public Education 23 Commission approve the Charter Contract and 24 Exhibits, including the Performance Framework, for 25 the Taos Academy, identified in Agenda Item 17, for</p>	289	<p>1 SECRETARY BECK: There are seven votes 2 for, zero votes against. The motion passes. 3 VICE CHAIR CARRILLO: And before we move 4 on to what's next, for all the work that everybody 5 did, and for all of these schools, congratulations. 6 And we just look forward to the next five years for 7 all of your schools. 8 THE CHAIR: So I just want -- for the 9 record, I apparently received a number of e-mails 10 during the meeting that were evidently sent to me 11 asking for it to be -- for them to be put on the 12 record in support of Dr. Amador. 13 We do not accept -- I want it on the 14 record that we do not accept written comment to be 15 included in our record. So I will simply respond to 16 those e-mails with that comment, that, you know, we 17 do not accept for public record. You have to 18 provide that comment -- 19 VICE CHAIR CARRILLO: Well in advance. 20 THE CHAIR: -- at the meeting. Yes. 21 Thank you. 22 VICE CHAIR CARRILLO: Thanks for letting 23 us know that. 24 THE CHAIR: We are on to Item No. 18, 25 Discussion and Possible Action to Authorize the PEC</p>



GOVERNANCE COUNCIL MONTHLY MEETING MEETING MINUTES

Wednesday, April 17, 2024 @ 5:00pm
Meeting Room: SSLC Smart Lab

This public meeting will be held in person at:
10301 Candelaria Rd NE, Albuquerque, NM 87112

BOARD MEMBERS PRESENT	BOARD MEMBERS ABSENT	ALSO IN ATTENDANCE	PUBLIC IN ATTENDANCE
Deborah Burns* Eileen Johnson Anthony Padilla Danielle Parker Debra Jensen *Departed at 7:00 pm	Michael Hamel	Lisa Mora Denise Dixson Kristalyn Loftis	

MINUTES RECORDED BY: Deborah Burns/Eileen Johnson

These minutes were approved on 5/15/24

President: [Signature]

Recorded by: [Signature]

****SSLC policies are available to the public.** Please e-mail Dana Smith (dsmith@sslc-nm.com) to request a copy of the policy/policies as referenced within this document.

OPENING BUSINESS

1. CALL TO ORDER

Ms. Johnson called the Southwest Secondary Learning Center (SSLC) Governing Council Monthly Board Meeting to order on Wednesday, April 17, 2024, at 5:00 pm.

a. ROLL CALL

Ms. Johnson called for a roll call. Mrs. Burns provided the roll call with results as follows:

Mr. Hamel, absent

Mrs. Burns, present

Mrs. Jensen, present

Ms. Johnson, present

Mrs. Parker, present

Mr. Padilla, present

b. PLEDGE OF ALLEGIANCE

Ms. Johnson asked everyone to join in the Pledge of Allegiance.

2. ADOPTION OF THE AGENDA

Ms. Johnson asked whether there were any proposed changes to the agenda. Given no changes requested, Ms. Johnson asked for a motion to adopt the agenda as presented. Mr. Padilla made the motion to adopt the agenda as presented and Mrs. Jensen seconded the motion. Ms. Johnson called for a vote, the vote was unanimous yes, Motion passed.

3. REVIEW /APPROVAL OF MINUTES March 20, 2024

Ms. Johnson asked if there are any changes to the minutes from the last meeting. With no changes requested, Ms. Johnson asked for a motion to approve the minutes, Mrs. Parker made the motion to approve, and Mrs. Jensen seconded the motion. Ms. Johnson called for a vote, unanimous yes, Motion passed.

4. PUBLIC COMMENT

SSLC is seeking stakeholder input on the FY25 Ed Plan, and Title I, II, IV, and IDEA-B applications. No public was present.

FINANCE

1. Finance Committee Update – Mrs. Johnson reported the Finance Committee met prior to this meeting and reviewed the budget for '24-'25. There were no concerns or issues identified.

2. Finance Report from K-12

Finance Report from K-12

a. Check Register/Bank Reconciliation (Discussion/Action)

Liquidity ratio is 9.20 months of operating budget as of March 31, 2024. The March 31, 2024, Nusenda Credit Union statement has a final checking account balance of \$2,301,224.68 and savings account balance of \$1,017,715.12.

Ms. Johnson requested a motion to approve the Check Register/ Bank Reconciliation as presented. Mr. Padilla made a motion to approve as presented, Mrs. Jensen seconded. Ms. Johnson called for a vote, unanimous yes, Motion passed.

- 3. Inventory Disposal (Discussion/Action)** – The inventory disposal circulated prior to the meeting for review plus one broken laptop that was returned today and added to the list.

Ms. Johnson requested a motion to approve the inventory disposal plus the additional laptop. Mrs. Parker made the motion and Mrs. Jensen seconded; the motion passed unanimously.

- 4. FY25 Calendar/Budget (Discussion/Action)** The estimated budget is prior to the distribution of the 910 B 5 and is subject to change. Mrs. Loftis indicated that the budget has been scrutinized to minimize expenditures but there are no significant reductions over last year other than the completion of the Branding Charrette. That said, the upcoming year budget will rely on \$405,000 cash carry over, which is up from \$355,000 in the prior year. This increase is largely due to significantly higher expenses and the expiration of various federal funding programs that were provided during COVID funding. Mandatory cost increases and increased expenses include items like the NMPSIA insurance risk premium and medical/dental insurance. Estimated revenues are currently shown to be lower than the prior year by 19%, However, there will likely be additional sources of revenue awarded or reflected in the future for expected grants not yet finalized. The school calendar will meet the mandatory 180 instructional days plus three additional professional development days.

After Board discussion of various items, Ms. Johnson asked for a motion to approve the academic and full year school calendar and to conditionally approve the budget pending final approval by the PED with possible budget changes. Mrs. Burns made the motion and Mrs. Jensen seconded; the motion passed unanimously.

ACADEMICS

1. Academic Dean Update

- a.** Mrs. Dixon indicated student progress reports as of 4/12/2024 reflected that 76% of students' courses were on schedule, which is consistent but 3% lower than last year. Remote students are 80% on track indicating that they are well suited to the remote status. Various sub populations are doing well especially the Special Ed students at 79%, however, new students are at 69% which is not unusual. The African American segment is at 41% is due to a small number of students with 2 students that are not working and a new student trying to get caught up. Special focus is being given to the lagging segments.

2. Executive Director Update

- a.** Enrollment – Current enrollment is 146 (up by 1 from last month). Mrs. Mora

indicated that applications for next year from existing students and new applicants is currently at 148 but it's too early to predict actual enrollment for 2024-2025.

- b.** Kitchen Infrastructure Grant – Mrs. Mora is applying for a grant for kitchen renovation and equipment needed to provide school lunch, which is mandatory.
- c.** School Business-
 - 1. ABBA indicated it is not a problem to move all server operations to the cloud except for the VDIs. Mrs. Mora is working with Abba on options, including moving to laptops rather than VDIs.
 - 2. SAT test had 100% participation.
 - 3. NM-ASR science test also was completed with 100% participation

GOVERNANCE

1. Academic Committee (Discussion/Action)

The Academic Committee met and decided to meet monthly the week after the monthly Board meeting. In addition, the focus of the committee would be on cultural changes and personal action.

Mrs. Johnson asked for a motion to allow Mrs. Burns to step down from the Committee. Mr. Padilla made the motion and Mrs. Jensen seconded; the motion passed unanimously.

2. Employee Handbook Updates – Teacher Experience Policy (Discussion/Action)

Mrs. Mora recommended a new policy with respect to salary schedule for new employees that would give the Executive Director determination of partial year experience and other factors.

Mrs. Johnson asked for a motion to approve the changes to the Employee Handbook as proposed. Mrs. Parker made the motion and Mrs. Jensen seconded; the motion passed unanimously.

3. Rebranding Updates

- a.** Budget – Mrs. Mora reviewed the expenses for the roll out of the new school name and changes to the school environment which included new student chairs, operational items, student merchandise, painting and building signage. The expenses were broken out by budget category.
- b.** May 14 event at 5:30 PM – Mrs. Mora indicated that the new name and new brand will be rolled out to the current school community to build excitement for the next year.

4. 2024-2029 Charter Contract & Associated Documents (Discussion/Action)

Mrs. Mora indicated that there were no meaningful changes to the contract as approved by the GC last month, however, there were numerous corrections, typos, and other technical changes as part of the final contract. On advice of counsel, Mrs. Mora went over the changes with the Board and asked that the Board rescind the prior approval and

approve the final contract.

After the detailed review, Ms. Johnson asked for a motion to rescind the prior approval and approve the updated contract and associated charter documents. Mr. Padilla made the motion and Mrs. Jensen seconded; the motion passed unanimously.

- 5. Review GC Training Hours** - Mrs. Mora indicated that Mr. Padilla, Mrs. Parker, Mrs. Jensen and Mrs. Burns have completed their training for the year. Mrs. Mora provided the remaining Governing Council members with information about completing their training hours.
- 6. Closed Session** - Pursuant to section 10-15-1(H)(2), NMSA 1978 the Governance Council will meet in closed session to discuss limited personnel matters relating to the Executive Director annual evaluation.

Ms. Johnson asked for a motion to go into a closed session. Mrs. Jensen made the motion to move to closed session per the section above and to invite the Executive Director at some point for discussion and Mr. Padilla seconded, the motion passed unanimously. The GC went into closed session at 6:40 PM.

Ms. Johnson brought the Board out of closed session at 7:48 pm and indicated that only limited personnel matters pertaining to the Executive Director annual evaluation were discussed and no actions were taken.

Executive Director Contract (Discussion/Action) – Ms. Johnson asked for a motion to provide a proposed contract for the 24-25 school year to Mrs. Mora for review. Mrs. Jensen made the motion and Mrs. Parker seconded; the motion passed unanimously. It was requested to add a closed session to the May meeting agenda to finalize contract negotiations and details.

ANNOUNCEMENTS

- 1.** PED 23-24 GC training calendar available at <https://webnew.ped.state.nm.us/bureaus/options-parents-families/charter-schools/trainings-offered/>

ADJOURNMENT

Next Scheduled Meeting in person: Wednesday, May 15, 2024, at 5:00 pm in person at SSLC.

Time adjourned: 7:50 pm.



GOVERNANCE COUNCIL MONTHLY MEETING MEETING MINUTES – DRAFT

Wednesday, May 15, 2024 @ 5:00pm

Meeting Room: SSLC Smart Lab

This public meeting will be held in person at:

10301 Candelaria Rd NE, Albuquerque, NM 87112

BOARD MEMBERS PRESENT	BOARD MEMBERS ABSENT	ALSO IN ATTENDANCE	PUBLIC IN ATTENDANCE
Michael Hamel Deborah Burns Eileen Johnson Anthony Padilla Danielle Parker	Debra Jensen	Lisa Mora	

MINUTES RECORDED BY: Deborah Burns

These minutes were approved on _____

President: _____

Recorded by: _____

****SSLC policies are available to the public. Please e-mail Dana Smith (dsmith@sslc-nm.com) to request a copy of the policy/policies as referenced within this document.**

OPENING BUSINESS

1. CALL TO ORDER

Mr. Hamel called the Southwest Secondary Learning Center (SSLC) Governing Council Monthly Board Meeting to order on Wednesday, May 15, 2024, at 5:01 pm.

a. ROLL CALL

Mr. Hamel called for a roll call. Mrs. Burns provided the roll call with results as follows:

Mr. Hamel, present
Mrs. Burns, present
Mrs. Jensen, absent
Ms. Johnson, present
Mrs. Parker, present
Mr. Padilla, present

b. PLEDGE OF ALLEGIANCE

Mr. Hamel asked everyone to join in the Pledge of Allegiance.

2. ADOPTION OF THE AGENDA

Mr. Hamel asked whether there were any proposed changes to the agenda. Given no changes requested, Mr. Hamel asked for a motion to adopt the agenda as presented. Mr. Padilla made the motion to adopt the agenda as presented and Mrs. Parker seconded the motion. Mr. Hamel called for a vote, the vote was unanimous yes, Motion passed.

3. REVIEW /APPROVAL OF MINUTES April 17, 2024

Mr. Hamel asked if there are any changes to the minutes from the last meeting. Ms. Johnson recommended two changes to the minutes to include Mrs. Burns' early departure at 7 PM and in her absence, Ms. Johnson recorded the minutes. Mr. Hamel asked for a motion to approve the minutes with those two changes, Mr. Padilla made the motion to approve with those two changes, and Mrs. Parker seconded the motion. Mr. Hamel called for a vote, unanimous yes, Motion passed.

4. PUBLIC COMMENT

Per the Agenda, SSLC is seeking stakeholder input on the FY25 Ed Plan, and Title I, II, IV, and IDEA-B applications.

There were no members of the public present and therefore no public comment.

FINANCE

- 1. Finance Committee Update** – Mrs. Johnson reported the Finance Committee met prior to this meeting and reviewed all the financial reports in detail. There were no concerns or issues identified.

2. Finance Report

Finance Report from K12 presented by Mrs. Mora

Finance Items (Discussion/Action)

- a. BAR 2324-0036-M 27502 - CTE Pilot 1000 Function Maintenance
- b. BAR 2324-0037-M 31600 - Capital Improvements HB-33 Maintenance
- c. BAR 2324-0038-M 24174 - Carl Perkins 2100 Function Maintenance

Mr. Hamel requested a motion to approve the BAR's a. through c. as presented. Mr. Padilla made a motion to approve as presented, Mrs. Parker seconded. Mr. Hamel called for a vote, unanimous yes, Motion passed.

- d. BAR Approval - Request to grant Executive Director and Business Manager the authority to submit and approve BARs through June 30, 2024 in order to maintain budgetary and regulatory compliance during the end of the fiscal year. Any BAR's approved will be reviewed by the Governance Council during the next regular Governance Council meeting.

Mr. Hamel requested a motion to approve the BAR Approval, item d., as presented. Mr. Padilla made a motion to approve as presented, Mrs. Parker seconded. Mr. Hamel called for a vote, unanimous yes, Motion passed.

- e. Check Register/Bank Reconciliation
- f. Liquidity ratio is 9.16 months of operating budget.
- g. The April 30, 2024, Nusenda Credit Union statement has a final checking account balance of \$2,325,737.33 and savings account balance of \$1,018,007.09.

Mr. Hamel requested a motion to approve the Check Register/ Bank Reconciliation as presented. Mr. Padilla made a motion to approve as presented, Mrs. Parker seconded. Mr. Hamel called for a vote, unanimous yes, Motion passed.

3. FY25 Vendor Contracts over \$20,000 (Discussion/Action)

- a. Charter Law Office
- b. McKee Wallwork

After discussion, Mr. Hamel requested a motion to approve the Charter Law Office and McKee Wallwork contracts as presented. Mr. Padilla made a motion to approve as presented, Mrs. Parker seconded. Mr. Hamel called for a vote, unanimous yes, Motion passed.

4. Title I, II, IV, IDEA-B, and PSFA Lease Assistance Applications (Discussion/Action)

- a. Request to grant Executive Director permission to submit listed applications on behalf of SSLC for FY25.

Mr. Hamel requested a motion to approve. Mr. Padilla made a motion to approve as presented, Mrs. Parker seconded. Mr. Hamel called for a vote, unanimous yes, Motion passed.

ACADEMICS

1. Academic Dean Update

- a. Mrs. Mora indicated student progress reports will be provided next month.
- b. During the '24 academic year, 6 students received 8 Microsoft Professional Certifications and these students became the State Champions for 4 of those certifications and were invited to compete in a national competition. The competition included college students as well.
- c. In addition, Mrs. Mora was pleased to announce that 35 students had earned Makerbot Certifications in Smart Lab as well.
- d. The school received a \$16,000 grant for additional equipment for the Smart Lab

2. Executive Director Update

- a. Enrollment – Current enrollment is 144 (down by 2 from last month). Mrs. Mora indicated that applications for next year from existing students and new applicants is currently at 157 but it's too early to predict actual enrollment for 2024-2025.
- b. Staffing –Mrs. Mora indicated that two staff will not be returning, an EA and the PE instructor. She has posted both positions.
- c. School Business-
 - i. Graduation Ceremony follow up:
 1. APS D Smart team came in to help with crisis management, debriefing of staff and counseling for students and families.
 2. Overall, the outpouring of support from students, families and the educational community has been overwhelmingly positive.
 3. The campus will be open an extra day on Friday since the school was closed last Thursday after the incident at Graduation.
 4. Mrs. Mora updated the Board on the counseling provided to students and families.
 - ii. ABBA recommendation to move to cloud processing for students and move to new desk top PC's to access ABBA's servers. A Special Meeting will be posted for review and potential action next week. One server will remain on site to maintain domain control.

GOVERNANCE

1. Academic Committee (Discussion/Action)

The Committee has met twice and discussed a few minor changes to improve school culture that might help create a more supportive academic environment like Peer Tutoring, which Mrs. Mora is considering the elements needed to implement. In addition, Mrs. Mora met with Varsity Tutors which is a free online tutoring program that she plans to implement in the fall.

2. GC Meeting Changes under SB137 (Discussion/Action)

- a. Meeting Agenda Format –This will be the last Board meeting as SSLC. The next meeting is also an opportunity to implement a Consent Agenda for certain items if the Board would like to implement any changes.
- b. The Governing Council continuing Board Members will only need 5 hours of annual training rather than 8 hours.
- c. Open Meeting Format Mrs. Mora and Mrs. Parker attended the training on the new rule which is changing the format of Governing Council meetings that requires all

meetings must be online, recorded and links available for 3 years. Many schools have remained on Zoom since 2020. Mrs. Mora recommended utilizing Zoom for meetings going forward to comply with the requirement. Minutes will be published within 7 days after approval. The meetings will require options for public comment. The President is encouraged to take charge of the public comment and the Governing Council is not expected to respond to public comments. Based on the training, Mrs. Mora suggested that less formal discussions should be handled in committees.

d. No action taken.

3. Rebranding (Discussion/Action)

- a. Request to grant permission for the Executive Director to update all approved policies and handbooks to reflect rebranding. Any needed material changes will be brought to the board for consideration.

Mr. Hamel asked for a motion to approve. Ms. Johnson made the motion to approve rebranding of all school materials, Mr. Padilla seconded, motion passed unanimously.

- b. Rebranding Updates – The students will learn of the rebranding effective next academic year tomorrow and will receive branded gear. The internal rollout of the name change is proceeding as scheduled. Public announcements and launch party will be scheduled closer to the start of the '24-'25 school year. No action taken.

4. Review GC Training Hours

Mrs. Mora indicated that Mr. Padilla, Mrs. Parker, Mr. Hamel. Mrs. Jensen and Mrs. Burns have completed their training for the year. Mrs. Mora provided the remaining Governing Council member with information about completing their training hours.

5. Closed Session - Pursuant to section 10-15-1(H)(2), NMSA 1978 the Governance Council will meet in closed session to discuss limited personnel matters relating to the Executive Director annual evaluation and FY25 contract.

Mr. Hamel asked for a motion to go into the Closed session, Ms. Johnson made a motion, Mrs. Parker seconded. Mr. Hamel called for a vote, approved unanimously. Motion passed. The Governing Council went into closed session at 6:31 PM. After discussion, the Board invited Mrs. Mora to join the Closed Session at 6:38 PM.

At 6:43 PM the Governing Council came out of Closed Session. Mr. Hamel indicated that only the matters on the agenda were discussed and no action was taken.

6. Executive Director FY25 Contract - Mr. Hamel asked for a motion to offer the Executive Director an employment contract for the '24-'25 contract year. Mrs. Burns made the motion to offer the contract, Mr. Padilla seconded, motion passed unanimously.

Announcements

1. PED 23-24 GC training calendar available at <https://webnew.ped.state.nm.us/bureaus/options-parents-families/charter-schools/trainings-offered/>

ADJOURNMENT

Next Scheduled Meeting: Wednesday, June 19, 2024, at 5:00 pm via Zoom.

Time adjourned: 6:46 pm.

DRAFT