

New Mexico Public Education Commission



School of Dreams Academy

2024-2029

(Titles are hyperlinks, click to go to document)

Contract

Performance Framework

Academic

School specific/mission specific goal

Organizational

Financial

Mission-Specific Goal

Condition Compliance Template

Board of Finance designation

PEC and Governing Board approval

New Mexico Public Education Commission



New Mexico Charter School Contract Performance Framework Mission Goal and Condition Template

For School of Dreams Academy
For the charter term: 2024-2029

Public Education Commission
300 Don Gaspar Ave.
Santa Fe, NM 87501
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Charter Contract
Between the New Mexico Public Education Commission
and
School of Dreams Academy

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

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

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

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

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

WHEREAS, the Commission approved the School’s charter renewal application on December 14, 2023, and now enters this Charter Contract with the School’s Governing Body; and,

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

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

SECTION 1: DEFINITIONS

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

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

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

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

“Commission” means the Public Education Commission.

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

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

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

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

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

“Days” means unless otherwise specified in a provision in the Commission Rule or applicable statute, business days when the period referenced is 10 days or less, and calendar days when the period referenced is 11 days or more. In computing the number of days, exclude the day of the event that triggers the period, and include the last day of the period. If the last day is a day when the Department or Charter School is closed, the period continues to run until the end of the next business day that the Department or Charter School is not closed.

“Department” means the Public Education Department of the State of New Mexico.

“Department Rule” means 6.80.4.1 *et seq.* NMAC, as may be amended.

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

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

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

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

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

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

“NMAC” means the New Mexico Administrative Code.

“NMSA” means the New Mexico Statutes Annotated.

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

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

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

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

“Secretary” means the cabinet secretary of the Department.

“State” means the State of New Mexico.

SECTION 2. EXHIBITS AND REQUIRED DOCUMENTS

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

Exhibits incorporated into the Charter Contract	
Exhibit A	Performance Framework ¹
Exhibit B	Board of Finance authorization letter from the Commission

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

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

Monitoring Documents		
Monitoring Doc 1 (Performance Framework 2.A).	Mission specific indicator	Scoring sheet for PF 2.A. attached to Mission specific indicator, Performance Framework.
Monitoring Doc 2 (Performance Framework 1.A.2)	School-specific assessments (NWEA and Istation) replacing a Department assessment	<input checked="" type="checkbox"/> Provided on the PEC website related to the Performance Framework for the specific type of assessment tool to be used. Presently posted here: https://webnew.ped.state.nm.us/bureaus/public-education-commission/policies-and-processes/performance-review-and-accountability-system-and-performance-frameworks/
Monitoring Doc 3 (See 3.2 below)	Condition compliance information	<input checked="" type="checkbox"/> Attached to Performance Framework.

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

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

		NMSA 1978, and a signed Conflict of Interest Disclosure.	
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 2008-2009. This Charter Contract shall be in full force and effect from July 1, 2024 until June 30, 2029, unless it is revoked by the Commission pursuant to the Charter Schools Act, the Commission Rule, and provisions of this Charter Contract. The Charter Contract will not automatically be renewed or extended; the Charter Contract may be renewed by the Commission upon timely application, and upon such terms and conditions as set forth in this Charter Contract, and consistent with the Charter Schools Act and applicable regulations of the Department and Commission.

The School was

renewed with the following condition:

1. That the school improve individual student academic growth beginning with specific immediate action to correct student academic growth that is presently below state standards and report data from the school’s assessments back to the PEC by the June PEC meeting each year.
2. That
 - a. the school show appropriate safeguards and use of state dollars.
 - b. enter into a memorandum of understanding (MOU) with its foundation to allow for full disclosure of the state funds into the foundation, private funds provided for state matching dollars, and expenditures of those funds; and

² Exhibit A

- c. the information is provided to the PEC as part of annual report.
- 3. That the school's record of performance demonstrates
 - a. Continuous student academic growth.
 - b. Student graduation rate growth beginning with specific immediate action to increase student graduation rates.
 - c. That the needs of special education students are being adequately addressed through the successful completion of the Public Education Department's (PED) Special Education Corrective Action Plan in accordance with PED requirements and timelines; and
 - d. Shows conformance with generally accepted standards of fiscal management beginning with specific immediate action to correct the unsatisfactory performance related to fiscal management, which must include fewer audit findings that are not repeated and adequate internal control policies and procedures.

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

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

[check all that apply]

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

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

Mission: School of Dreams Academy's mission is to provide state-of-the-art education emphasizing Career and College Readiness and Community Service through a STEAM instructional model for students of the Middle Rio Grande Valley.

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. SODA's curriculum foundation is based on Science, Technology, Engineering, the Arts, and Mathematics. Students in all grades will participate in STEAM curriculum offerings and programs as evidenced by one or more of the following: curriculum, sample lesson plans, classroom observations, and teacher, student, and parent focus groups.

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)

B. SODA is an approved Early College High School with a strong emphasis on CTE as evidenced by one or more of the following: participation in courses, dual enrollments, certifications received, student schedules, MOUs with partners, and records of student enrollment in dual enrollment courses.

C. All secondary students in grades 6-12 will have a daily advisory class. Students in the advisory class for grades 9-12 may earn 1/4 elective credit annually. A portion of advisory will be comprised of service learning projects, either as a class, individual, or whole school as evidenced by one or more of the following: advisory class rosters, sample service learning projects, and teacher, student, and parent focus groups.

D. Every student is required to develop and maintain an Individualized Learning Plan (ILP) that will act as the student's roadmap to success.

Elementary student ILPs will be a folder portfolio and will include formal testing results, short cycle assessment results, parent questionnaire/survey, STEAM project information, and student work samples.

Secondary student ILPs will align with Next Step Plans and may be electronic or a portfolio, including formal testing results, short cycle assessment results, career inventory survey, College entrance testing results (such as Accuplacer, PSAT, ASVAB, ACT), documentation of service learning projects, and a STEAM portfolio including participation in competitions, contests, and performances.

This is evidenced by one or more of the following: curriculum, sample lesson plans, classroom observations, and teacher, student, and parent focus groups.

E. The School uses mixed grade or mixed age education as part of its model for secondary school students.

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. student in-person on-site instruction for the instructional hours of the School for all students, except for students with an ILP or IEP allowing remote attendance;
- ii. remote instruction through a virtual school program as described here: Imagine Learning: <https://www.imaginelearning.com/products/imagine-edgenuity/>,

used primarily for credit recovery and when it is determined through ILP or IEP that a student has the ability to take on-line instruction for primary coursework.

3.6 Enrollment Cap and Authorized Grade Levels.

The School shall serve no more than 625 students in grades K-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: School of Dreams Academy

Street Address: 906 Juan Perea Road

City, State, Zip: Los Lunas, New Mexico 87031

The School may not exceed the approved occupancy capacity of the Facility, which is 798. The School may move facilities by following the PEC procedure processes.

3.8 Third Party Contracts and Relationships

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

3.8.2 Essential Third Party Relationship Declaration.⁶

Not Applicable.

3.8.3 Foundation Declaration.

The School has a relationship with School of Dreams Education Foundation, a non-profit foundation the primary purpose of which is

[Check all that are applicable]

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

to provide a Facility paid for by the School, which includes the following:
Securing loans for new buildings and facilities.

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.)

- to utilize funds contributed by the School for the following additional purposes: Grant funds received to cover costs for grant funded education programs, provide interim funding for such things as school trips and participation in special programs requiring interim funding such as travel costs, etc.

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

3.9 Transportation & Food Services

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

The School:

- provides transportation

The School:

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

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

- Not applicable.

3.11 Tribal Consultation.

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

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

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

The School is required to 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.

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

 School initials
  PEC initials

SECTION 4. SCHOOL EVALUATION AND OVERSIGHT.

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

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

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

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

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

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.

⁸ See Section 2.2 above.

SECTION 7: INTERACTIONS BETWEEN THE PARTIES.

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

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

7.3 Records.

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

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

7.3.3 Notice of Violation of Law. The School shall

- A. provide a written copy to the Commission of a final determination from a state or federal court or administrative agency with jurisdiction over the subject matter of a violation of law by the School;
- B. comply with §22-10A-5.1 NMSA 1978 regarding reporting of ethical misconduct and ensure compliance of the School staff with 6.60.9 NMAC related to the code of conduct for school employees;
- C. notify the Commission within 15 days of being notified by a governmental entity with jurisdiction of a charge or a conviction(s) for any crime related to the misappropriation or theft of School funds or property by a member or School employee. All personal identifiers shall be redacted and not disclosed publicly by the CSD or the Commission unless compelled to do so, and
- D. notify the Commission within 15 days if the School reports an issue to a governmental entity with jurisdiction to investigate any crime related to the misappropriation or theft of School funds or property by a member or School employee, or if the School is made aware of that the Department is taking action against the license of one of its employees for any reason, including failure

to comply with 6.60.9 NMAC. All personal identifiers shall be redacted and not disclosed publicly by the CSD or the Commission unless compelled to do so.

SECTION 8: STANDARD TERMS

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

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

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

8.3 Amendments.

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

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

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

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

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

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

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

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

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

- A. interpretation of state or federal statute, regulation, or policies applicable to the Charter Contract, the School or Commission,
- B. a CSD recommendation(s), or
- C. a Commission’s authorizing decision(s) under the Charter Schools Act.

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

- A. the Charter Contract provision at issue,
 - B. the specific reasons the Party contends the other Party’s implementation or interpretation of the Charter Contract provision is in error,
 - C. a statement of the facts giving rise to the dispute,
 - D. documents supporting that Party’s position
 - E. a desired resolution including specific language to clarify the Charter Contract,
- and

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

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

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

- A. Accept the proposal or propose an alternative solution to cure the dispute, including specific language to clarify the Charter Contract;
- B. Propose informal discussions to resolve the matter; and/or
- C. Accept or reject the proposed mediator. If the proposed mediator is not acceptable, an alternative name of a mediator, along with a description of the qualification of the mediator and that person’s availability within a 30-day time period to hear the dispute. The mediator shall not be an employee of the Department.

8.7.5 Appointment of a Mediator and Mediation.

- A. Within five days of the written response, the Parties shall select a mutually acceptable mediator.
- B. If no mutually acceptable mediator has been selected within five days, the Parties will jointly request that, within 15 days of the Parties’ request, the Secretary identify an available, qualified and willing mediator. The mediator shall not be an employee of the Department.
- C. The Parties shall jointly retain the mediator and agree on a mutually-agreed upon date and time for the mediation. The mediation shall be no later than 30 days from the date that the mediator is selected unless extenuating circumstances exist. The Parties agree to mediate the dispute in good faith.

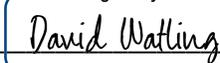
8.7.6 Resolution and payment.

- A. Any proposed agreement reached in mediation must be memorialized in writing and presented to, and approved by, the Commission and the Governing Body during public meetings of those bodies prior to it being considered a binding agreement between the Parties. If either Party makes a change to the proposed agreement, the change must be approved by both entities.
- B. If the written agreement includes a modification of the contract, the written agreement shall then constitute an amendment to the Charter Contract and shall be added to the Charter Contract documentation.
- C. Each Party shall pay one-half of the reasonable fees and expenses of the neutral third party. All other fees and expenses of each Party, including without limitation, the fees and expenses of its counsel, shall be paid by the Party incurring such costs.

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

Governing Body of School of Dreams Academy

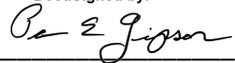
By Charter Representative:

DocuSigned by:


DocuSigned by:
 David Watling, Governing Board Chair
davidwatling@sodacharter.com

Date: 5/22/2024

New Mexico Public Education Commission

DocuSigned by:


5528DF79DDDF411
Patricia Gipson, Chair

PEC.DistrictSeven@ped.nm.gov

Date: 5/22/2024

New Mexico Public Education Commission



New Mexico Charter School Performance Framework

For School of Dreams Academy
For the charter term: 2024-2029

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

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School Selection Academic Framework Options & Mission Goals

The school selects the following academic performance options

State Accountability System		
Option	Selection (Choose 1)	Description
1.A.2	<input checked="" type="checkbox"/>	The school will use the supplemental proficiency and growth data using NWEA and Istation as set forth in the indicator
Outcomes for Student Growth		
Option	Selection (Choose 1)	Description
1.B.2	<input checked="" type="checkbox"/>	The school will use the supplemental proficiency and growth data using NWEA and Istation as set forth in the indicator

Condition Compliance Plan:

Condition Compliance Form Provided

Condition:	<ol style="list-style-type: none"> 1. That the school improve individual student academic growth beginning with specific immediate action to correct student academic growth that is presently below state standards and report data from the school's assessments back to the PEC by the June PEC meeting each year. 2. That <ol style="list-style-type: none"> a. the school show appropriate safeguards and use of state dollars. b. enter into a memorandum of understanding (MOU) with its foundation to allow for full disclosure of the state funds into the foundation, private funds provided for state matching dollars, and expenditures of those funds; and c. the information is provided to the PEC as part of annual report. 3. That the school's record of performance demonstrates
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	<ul style="list-style-type: none"> a. Continuous student academic growth. b. Student graduation rate growth beginning with specific immediate action to increase student graduation rates. c. That the needs of special education students are being adequately addressed through the successful completion of the Public Education Department's (PED) Special Education Corrective Action Plan in accordance with PED requirements and timelines; and d. Shows conformance with generally accepted standards of fiscal management beginning with specific immediate action to correct the unsatisfactory performance related to fiscal management, which must include fewer audit findings that are not repeated and adequate internal control policies and procedures. <p>The specific immediate actions needed on items 3 a-d will be outlined in the school's negotiated Performance Framework. The first annual report will confirm completion of each item or, if the concern is not corrected, will identify the uncorrected unsatisfactory performance on each item that will be subject to further PEC action.</p>
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Mission Specific Goals

The school has identified one mission specific goal

Introduction

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

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

How the Performance Framework Is Used

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

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

Statutory Requirements for the Performance Framework

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

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

Further, the following is required for a performance framework:

§ 22-8B-9.1. Performance Framework

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

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

Framework, Categories, and Performance Indicators

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

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

Annual Evaluation and Reports

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

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

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

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

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

Individual Performance Indicator Ratings

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

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

Part I: Academic Framework

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

Option ³	Performance Measure	Performance Criteria
1.A. State Accountability System: The school ensures students meet or exceed the expectations established by PED for all New Mexican students, including sufficient academic achievement and academic growth. ⁴		
1.A.2.	The school's overall performance on the state accountability system, AND Supplemental proficiency and growth data ⁵ using PED-approved nationally and/or state-normed assessments ⁶ or, under special circumstances, with PEC-approved rationale, nationally and/or state-normed assessments with explicit growth targets and business rules for calculating the growth target as agreed to in the school's charter contract. ⁷	<p>Exceeds: 76th to 99th percentile on the state accountability system</p> <p style="text-align: center;">OR</p> <p>51st to 75th percentile on the state accountability system AND, based on the school's assessment and growth measure⁸, at least 80% of students meet one or more of the following proficiency or growth criteria⁹ in both reading and math:</p> <ul style="list-style-type: none"> ● At or above grade level (or grade level equivalent) ● Meet their growth target ● Show the equivalent of one year's worth of growth ● Other, as defined by the testing company <p>Meets: 51st to 75th percentile of all schools on the state accountability system</p> <p style="text-align: center;">OR</p> <p>26th to 50th percentile on the state accountability system AND, based on the school's assessment and growth measure, at least 60% of students meet one or more of the proficiency or growth criteria.</p>

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

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

⁵ In using the alternative assessment measure, the same students tested under the state accountability system will be tested under the alternative assessment measure as well. A school may negotiate with the PEC to test more students under the alternative assessment measure, but, in all cases, those students tested under the state accountability system will also be assessed under the alternative assessment measure.

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

⁷ Note 4 applies.

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

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

		<p>Working to Meet: 26th to 50th percentile of all schools</p> <p style="text-align: center;">OR</p> <p>25th percentile of all on the state accountability system AND, based on the school's assessment and growth measure, at least 50% of students meet one or more of the proficiency or growth criteria.</p> <p>Does Not Meet: Does not meet the criteria established for "Exceeds," "Meets," or "Working to Meet."</p>	
<p>The school is using Istation as an alternative assessment for grades tested in K-8:</p> <p>Proficiency or growth criteria¹⁰ 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: 	Executive Summary report for BOY, MOY and EOY and export it to CSV	
	<ul style="list-style-type: none"> Growth targets are as shown on the following report 	Executive Summary report for BOY, MOY and EOY and export it to CSV as defined in the Istation Assessment Template and/or Student Goals report as defined in the Istation Assessment Template	
	<ul style="list-style-type: none"> Equivalent of one year's worth of growth 	Not available in Istation	
	<ul style="list-style-type: none"> Growth Pathway report currently offered for Reading only, as defined by the testing company 	Students at "Typical or Above" growth	
<p>The school is using NWEA/MAPS as an alternative assessment for grade 9- 11:</p> <p>Proficiency or growth criteria¹¹ 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	

¹⁰ These criteria apply to the "Meets" and "Working to Meet" criteria for this option.

¹¹ These criteria apply to the "Meets" and "Working to Meet" criteria for this option.

<ul style="list-style-type: none"> • Growth percentile, as defined by NWEA 	Achievement Status and Growth Summary Report		
1.B. Outcomes for Student Groups: The school ensures the following student groups demonstrate academic excellence through individual growth: male, female, low-income, English learners, students with disabilities, and race/ethnic groups: Native American, White, Black, Asian, and Hispanic.			
1.B.2.	<p>The school’s performance on the state accountability system by special student groups,</p> <p style="text-align: center;">AND</p> <p>Growth data¹² using PED-approved nationally normed assessments¹³ 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.¹⁴</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 of the student groups have fewer than 30% of students meet their growth target, as per their assessment guidelines</p>	
The school is using Istation as an alternative assessment for grades tested in K-8:			
Growth criteria¹⁵ in both reading and math will be shown using the following:			
<ul style="list-style-type: none"> • At or above grade level (or grade level equivalent) is shown through the following report: 	Executive Summary report for BOY, MOY and EOY and export it to CSV		
<ul style="list-style-type: none"> • Growth targets are as shown on the following report 	Executive Summary report for BOY, MOY and EOY and export it to CSV as defined in the Istation Assessment Template and/or Student		

¹² Note 5 applies.

¹³ Note 6 applies.

¹⁴ 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 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.

¹⁵ These criteria apply to the “Meets” and “Working to Meet” criteria for this option.

	Goals report as defined in the Istation Assessment Template
• Equivalent of one year’s worth of growth	Not available in Istation
• Growth Pathway report currently offered for Reading only, as defined by the testing company	Students at “Typical or Above” growth
The school is using NWEA/MAPS as an alternative assessment for grades 9-11:	
Growth criteria¹⁶ in both reading and math will be shown using the following:	
• At or above grade level (or grade level equivalent) is shown through the following report:	Achievement Status and Growth Summary Report
• Growth targets are as shown on the following report	Achievement Status and Growth Summary Report
• Equivalent of one year’s worth of growth is shown on the following report	Achievement Status and Growth Summary Report
• Growth percentile, as defined by NWEA	Achievement Status and Growth Summary Report

1.C. Participation Rate: The school assesses student progress and achievement annually.	
The school complies with state and contractual assessment requirements.	Participation in all state-wide assessments: Exceeds: ≥ 95% of all students AND of every student group Meets: ≥ 95% of all students Working to Meet: < 95% but ≥ 85% of all students Does Not Meet: < 85% of all students
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. ¹⁷	
2.A.1.	Within the charter contract, briefly describe what the school is doing

¹⁶ These criteria apply to the “Meets” and “Working to Meet” criteria for this option.

¹⁷ 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.

	to meet its mission and how it will be measured ¹⁸ to demonstrate that students are better off as a result.	<p>Supporting Narrative: Using Results-Based Accountability (RBA) as a model, reflect on the following questions: How much did the school do? How well did the school do it? Is anyone better off as a result? How do you know?</p> <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>
2.A.2.	Schools may optionally add a second Mission-Specific Goal into their charter contract that follows the guidance under the same guidelines as for Option 1. The school will receive a rating for each goal.	
<p>Students enrolled in the full academic year (FAY are students enrolled on the 40-day and 120-day) will demonstrate success through STEAM and CTE courses.</p> <p>The targets and manner in which this goal will be assessed are contained in the Mission Specific Tracking Spreadsheets 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” for each goal.</p>		
<p>2.B. Education Program Implementation: The school's education program fulfills a need in the community in which they serve, as documented in their charter contract and PEC-approved amendments.</p>		
	The school is implementing the program as outlined in its charter contract.	<p>During the annual site visit conducted by CSD:</p> <p>Meets: All elements of the education program as outlined in the charter contract are implemented when CSD does its annual site visit review.</p> <p>Working to Meet: Due to lack of observable evidence, CSD is unable to confirm that all elements of the education program as outlined in the charter contract are implemented at its annual site visit review, but the school is able to submit evidence within 90 days of the review to confirm implementation.</p> <p>Does Not Meet: One or more elements of the school's education program as outlined in the charter contract are not implemented when CSD does its</p>

¹⁸ All students at the school should participate in the mission of the school, so the goal should cover and assess all students at the school. The assessment can vary by grade and certain assessments can be more rigorous than others (i.e. if a school's mission culminates in a senior-year capstone project, the senior year assessment can be the most rigorous, and the assessments of 9-11 grade students could be assessed showing that they are gaining the building blocks necessary to be successful in their senior year capstone project such as learning and practicing interview skills needed for the capstone project.)

	annual site visit review nor submitted within 90 days of the review.
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.	
Eligible student re-enrollment (recurrent enrollment) in the school from the 40 th day count of the previous school year to the 40 th day count of the current school year. ¹⁹	Percentage of eligible students who re-enroll: Exceeds: ≥ 90% Meets: < 90% but ≥ 80% Working to Meet: < 80% but ≥ 70% Does Not Meet: < 70%

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)

¹⁹ 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.2. Training	All members of the governing body have completed all training hours required by law by the end of the fiscal year.	<p>Meets: All members of the governing body have completed all training hours required by law by the end of the fiscal year.</p> <p>Working to Meet: At least 80% of required total training hours combined for the governing body have been completed as required by law by the end of the fiscal year.</p> <p>Does Not Meet: The school did not meet the criteria for Working to Meet.</p>
3.A.3. Meeting Transparency and Documentation	The school is in compliance with publicly posting meetings, minutes, and calendar of meetings.	<p>Meets: The school provides an accurate board calendar. For EVERY meeting in which a quorum of the governing body is present, the school (1) publicly posts a notification with the agenda at least 72 hours prior to the meeting and (2) publicly post on their website a board-approved copy of the minutes within 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> <p>Does Not Meet: Out of compliance with one or more requirement or one or more compliance requirement is not submitted.</p>
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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
<p>4.A. Days of Cash on Hand: The school demonstrates its financial health by having sufficient cash to ensure operations can withstand an immediate need.</p>	
<p>The school has the cash available to pay bills that meet or exceed the expectations established by PEC.</p>	<p>The school’s unrestricted days cash ratio is:</p> <p>Meets: ≥ 60 days OR > 30 days with a positive increase in the most recent fiscal year</p> <p>Working to Meet: > 30 days but does not meet the criteria for “Meets”</p> <p>Does Not Meet: ≤ 30 days</p>
<p>4.B. Annual Financial Audit: The school follows the Generally Accepted Accounting Principles (GAAP), financial management, and internal controls.</p>	
<p>The results of the financial audit demonstrate that the school meets basic expectations of financial oversight.</p>	<p>Meets: The school’s received audit has an unqualified opinion, is devoid of significant deficiency and material weakness findings, and does not include a going concern disclosure.</p> <p>Working to Meet: The school does not meet the criteria for “Meets” but demonstrates</p>

	<p>improvement from the previous year's audit.</p> <p>Does Not Meet: The school's received audit has a qualified opinion, includes a significant deficiency or material weakness finding, has a going concern disclosure, or the school does not submit a financial audit.</p>
<p>4.C. Financial Reporting and Compliance: The school demonstrates its ability to oversee public funding designated for New Mexico's students.</p>	
<p>The school and its governing board effectively establish and approve the budget and meet all financial reporting and compliance requirements. (NMSA 22-8-6.1 and 10)</p>	<p>Meets: The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines; submits quarterly reports according to PEDs established deadlines without frequent, repeated errors; and publicly posts all required reports.</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</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>management letters and ensures all findings are addressed.</p> <ol style="list-style-type: none"> 5. has an audit committee that fulfills its requirements as described in statute. 6. has a finance committee fulfills its requirements as described in statute. <p>At least annually, the finance committee:</p> <ol style="list-style-type: none"> 7. tests internal audit controls. 	
<p>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	School of Dreams Academy	Academic Year	2024-2025 through 2028-2029	
School Mission	School of Dreams Academy's mission is to provide state-of-the-art education emphasizing Career and College Readiness and Community Service through a STEAM instructional model for students of the Middle Rio Grande Valley.			
GOALS				
Students enrolled in the full academic year (FAY = present at the 40-day and 120-day snap shots) will demonstrate success through STEAM and CTE courses.				
MEASURE OF SUCCESS				
Name of Assessment	NMPED State Standards Mastery Scores (K-5) & SODA Courses Grades (6-12)			
How often Assessed	Recorded each semester			
Definition of how students successfully meet the goal	<p>Students enrolled in the full academic year (FAY) who are present at the 40 day and 120 day snaps in grades K-5 will demonstrate growth by meeting of their grade level standards in each core subject (Math and ELA) at a mastery score of 3 or higher.</p> <p>Students enrolled in the full academic year (FAY) who are enrolled at the 40 day and 120 day snapshot in grades 6-12 will demonstrate growth by passing three STEAM and/or CTE courses with a B (80%) or higher.</p> <p>(FAY) Students who qualify for special education, will meet the above goals OR meet a STEAM and/or CTE goal as defined and evaluated by the IEP team through their IEP</p>			
TARGETS				
Exceeds	85% to 100% of students meet the above goal.			
Meets	70-84% of students meet the above goal.			
Working to Meet	55-69% of students meet the above goal.			
Does not meet	0 to 54% of students meet the above goal.			
Mission Specific Goal Outcomes				
Grade Level	FAY Count	Tested Count	Number Met	Percent Met
Kindergarten (for informational purposes only)			0	
1st grade (for informational purposes only)			0	
2nd grade (for informational purposes only)			0	
3rd grade (for informational purposes only)			0	
4th grade (for informational purposes only)			0	
5th grade (for informational purposes only)			0	
6th grade (for informational purposes only)			0	
7th grade (for informational purposes only)			0	
8th grade (for informational purposes only)			0	
9th grade (for informational purposes only)			0	
10th grade (for informational purposes only)			0	
11th grade (for informational purposes only)			0	
12th grade (for informational purposes only)			0	
All students (for scoring purposes)	0	0	0	
Outcome				
WHO IS BETTER OFF AS RESULT OF THIS GOAL ? HOW DO YOU KNOW THAT THE MISSION GOAL IS WORKING?				

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 School of Dreams Academy (SODA) for a five-year term from July 1, 2024, to June 30, 2029, with the following Conditions:

1. That the school improve individual student academic growth beginning with specific immediate action to correct student academic growth that is presently below state standards and report data from the school’s assessments back to the PEC by the June PEC meeting each year.
2. That
 - (a) the school show appropriate safeguards and use of state dollars.
 - (b) enter into a memorandum of understanding (MOU) with its foundation to allow for full disclosure of the state funds into the foundation, private funds provided for state matching dollars, and expenditures of those funds; and
 - (c) the information is provided to the PEC as part of annual report.
3. That the school’s record of performance demonstrates
 - (a) Continuous student academic growth.
 - (b) Student graduation rate growth beginning with specific immediate action to increase student graduation rates.
 - (c) That the needs of special education students are being adequately addressed through the successful completion of the Public Education Department’s (PED) Special Education Corrective Action Plan in accordance with PED requirements and timelines; and
 - (d) Shows conformance with generally accepted standards of fiscal management beginning with specific immediate action to correct the unsatisfactory performance related to fiscal management, which must include fewer audit findings that are not repeated and adequate internal control policies and procedures.

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

School Contact Information		
Name: <i>School of Dreams Academy</i>	Address: <i>906 Juan Perea Rd. Los Lunas, NM 87031</i>	Date of Submission: <i>(Due one week before the June PEC meeting each year beginning July 2025)</i>
School Head Administrator Name, email and signature:		
Governing Board Chair, email and signature:		

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

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

Baseline year:

2023-2024 End-of-Year student growth results reported to PEC in June:

____% of students showing growth in ELA

____% of students showing growth in Mathematics.

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

____% of students showing growth in ELA

____% of students showing growth in Mathematics.

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

____% of students showing growth in ELA.

____% of students showing growth in Mathematics.

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

____% of students showing growth in ELA.

____% of students showing growth in Mathematics.

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

____% of students showing growth in ELA.

____% of students showing growth in Mathematics.

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

____% of students showing growth in ELA.

____% of students showing growth in Mathematics.

Narrative of Action Plan for Condition 1

Describe the immediate Action Plan to support student growth in ELA and in Math.

During second semester of the 23/24 school year School of Dreams implemented a data based instructional model in grades 3-8 focusing on math and ELA proficiency. The program entails weekly standards-based assignments for each grade level culminating in weekly assessments and then staff team meetings to assess progress and make decisions on whether to move on to the next set of standards or reteach. The program allows for roughly 20-minute assignments in math and ELA

Student Growth in ELA and Math				
Action/Activity	Person Responsible	Timeline	Students affected and outcomes	Action Taken and Date of Completion
1. All teaching staff will be trained on grade level standards in Math and ELA				Evidence to be shown annually: <i>Sign in sheets for July in-service training and January in-service training</i>
	Elem and Secondary Admin team, Instructional Coach	Back to school in-service training July, and January	K-11 students, increase Math and ELA proficiency	<i>Complete each year showing action taken in past year:</i>
2. Standards based instructional block modules taught in ELA and Math (20 min ea) grades K-11, three times per week				<i>Evidence to be shown annually: teacher lesson plans reviewed weekly by admin</i>
	Elem admin, Instructional Coach, classroom teachers	Full school year	K-11 students, increase Math and ELA proficiency	<i>Complete each year showing action taken in past year:</i>
3. Weekly standards based assessments with bi-weekly grade level PLC meetings to evaluate results, and make instructional modifications as needed				<i>Evidence to be shown annually: PLC meeting minutes and teacher data books reviewed bi-monthly by admin</i>
	K-12 admin, instructional coach, PLC groups and teachers	Full school year	K-11 students, increase Math and ELA proficiency	<i>Complete each year showing action taken in past year:</i>

That

- a) the school show appropriate safeguards and use of state dollars
- b) enter into a memorandum of understanding (MOU) with its foundation to allow for full disclosure of the state funds into the foundation, private funds provided for state matching dollars, and expenditures of those funds

Condition 2 (a)

Appropriate safeguards of use of state dollars provided

The SODA Finance Committee board will meet monthly to review internal control activities and report to the SODA Governing Council at their regularly scheduled monthly meetings. In June an annual report will be developed and provided to the Public Education Commission and Charter School Division.

Action/Activity	Documentation	Action Taken and Date of Completion
		<i>Dates of meeting</i>
1. Monthly meetings of the SODA Finance Committee	Agendas of subcommittee meetings	<i>Complete each year showing action taken in past year:</i>
2. Report of the SODA Finance Committee at SODA Board meeting	Agendas of SODA Governing Board meetings	<i>Complete each year showing action taken in past year:</i>

Condition 2(b)

MOU with Foundation provided outlining full disclosure of the state funds into the foundation, private funds provided for state matching dollars, and expenditures of those funds.

An MOU (between the School of Dreams Academy and School of Dreams Education Foundation) (that will be in place as of July 1, 2024) will provide for full disclosure of the state funds into the foundation, private funds provided for state matching dollars, and expenditures of those funds. The Foundation will provide quarterly reports to the school's finance committee who will in turn bring the report to the full Governing Council at the next regularly scheduled GC meeting.

Action/Activity	Documentation	Action Taken and Date of Completion
1. Provide copy of MOU	MOU	<i>June 14, 2024</i>
2. Quarterly reports from the Foundation of the SODA Finance Committee	Agendas of SODA Finance Committee meetings	<i>Complete each year showing action taken in past year:</i>
3. Quarterly reports from the Foundation of the SODA Finance Committee presented at SODA Board meeting	Agendas of SODA meetings	<i>Complete each year showing action taken in past year:</i>

Condition 2(c)

Information regarding safeguards of state dollars and outline of funds in relation to state dollars provided to PEC in each annual report.

The school and foundation will provide an annual report to the PEC summarizing internal control procedures that were used to ensure that state dollars were expended in accordance with legal and financial requirements.

Action/Activity	Documentation	Action Taken and Date of Completion
		<i>Attach to this Condition Form</i>
1. Annual report	Annual report provided to PEC	<i>Attach report each year:</i>

Condition 3(a)
<p><input type="checkbox"/> School of record shows continuous student academic growth.</p> <p><i>Data from Option 2 of the charter contract where we discuss the use of I Station and NWEA Map as our methodology for tracking proficiency growth for our K-11 students.</i></p> <p><i>See information provided in Condition 1 above</i></p>

Condition 3(b)
<p><input type="checkbox"/> Apparent student graduation rate growth beginning with specific immediate action to increase student graduation rates.</p> <p><i>School of Dreams graduation rate for the 2022/2023 SY was 83% which was higher than the state's graduation rate.</i></p> <p><i>SODA will continue to work with high school students using Next Step Plans, Individualized Learning Plans, and Daily Advisory classes to help keep students on track. We will also continue to pay close attention to students with IEP's and those who qualify for ELL services as they progress through their high school credits.</i></p>

Action/Activity	Person Responsible	Timeline	Students affected and outcomes	Action Taken and Date of Completion
1. Utilize Next Step Plan, Individualized	Secondary Admin team,	Throughout the year	Student working towards graduation	<i>Evidence to be shown annually: sample Next Step plan and ILP,</i>

Learning Plans and daily advisory classes to track progress towards graduation	Instructional Coach			<i>teacher lesson plans reviewed monthly by admin</i>
2. Annual Report on Graduation Rate	Superintendent, Secondary admin	June PEC report	Most recent Cohort	<i>Identify date that report was made to the PEC each year:</i>

Condition 3(c)

The needs of Special Education students are being adequately addressed through the successful completion of the PED’s SPED Corrective Action Plan in accordance with PED requirements and timelines.

Provide status report on Special Education CAP. If, at the June 2024 PEC meeting the CAP has been completed, this item may be deemed complete.

Condition 3(d)

Conformance with generally accepted standards of fiscal management beginning with specific immediate action to correct the unsatisfactory performance related to fiscal management which must include fewer audit findings that are not repeated and adequate internal control policies and procedures.

School of Dreams Academy will update our current CAP to address these findings. SODA will continue to have our finance committee meet monthly and report to the Governing Council monthly. The finance committee will also review our internal controls policies and procedures and make recommendations for changes as needed moving forward.

Action/Activity	Documentation	Action Taken and Date of Completion
1. Monthly meeting of Finance Committee to review fiscal management processes	Agendas	<i>Complete each year showing action taken in past year:</i>
2. Report by Finance Committee to SODA Governing Board	Agendas	<i>Complete each year showing action taken in past year:</i>
3. Review of Internal Controls and recommendations for improvement	Agenda and report	<i>Complete each year showing action taken in past year:</i>

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 SCHOOL OF DREAMS ACADEMY CHARTER SCHOOL has maintained the following:

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

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

DocuSigned by:

Alan Brauer

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ALAN BRAUER, CHAIR, The New Mexico Public Education Commission

1/4/2024

Date Signed

New Mexico Public Education Commission



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School and Governing Board approval

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>

School of Dreams Academy
Governing Council Meeting Minutes
April 8th, 2024, Regular Meeting

CALL TO ORDER

President David Watling called the meeting to order at 6:03pm; and welcomed all in attendance.

Council Members in Attendance:

- Kerra Howe
- Summer Ludwig
- Yolanda McKinley
- Pam Skinner
- David Watling

Members Excused:

- Lacey Cheney

Others Present:

- Mike Ogas
- Donna Thomas
- Ashley Wolfel
- Mike Vigil, Jr.
- Cynthia Swanson
- Felina Martinez
- Justin Salada

Total Attendees: **12**

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ms. Swanson

ANNOUNCEMENT OF MEETING

Mr. Ogas stated the meeting had been announced in accordance with the Open Meetings Act {Pursuant to 10-15-1 H NMSA 1978 Annotated} and was a legally constituted meeting of The School of Dreams Academy Governing Council.

APPROVAL OF AGENDA – April 8, 2024, AGENDA

Discussion: Mr. Ogas requested to remove item IX-h Approval of the contract with Johnson Control through Sourcewell.

Motion to approve the April 8th Agenda with change:

Pam Skinner moved to approve the agenda as amended, seconded by Kerra Howe. There being no discussion, President David Watling called for a vote. Motion passed unanimously.

APPROVAL OF MARCH 18TH MEETING MINUTES

Motion to approve the March 18th Regular Meeting Minutes as presented:

Pam Skinner moved to approve the March 18th Regular Meeting Minutes as presented, seconded by Kerra Howe. There being no discussion, President David Watling called for a vote. Motion passed unanimously.

SUPERINTENDENT REPORT

Mr. Ogas – referred to Ms. Swanson for High School Update.

Ms. Swanson – April and May have been busy. FFA competed in Las Cruces – Vet Science 4th place in state with a 4th place individual, Ag Mechanics and Wildlife teams placed 18th in the state. There are still 2 state competitions coming up. 2 Dairy teams and 2 public speakers will be competing later in May.

Wednesday, April 10th at 6pm is the National Honor Society Induction Ceremony at Daniel Fernandez Park in the multi-purpose room.

Prom was Saturday the 6th at the Bosque Farms Community Center. Over 40 Juniors and Seniors attended and were really well behaved.

State testing is here, today and tomorrow. Preliminary short-cycle testing was last week, and we are seeing a trend upwards in both Math and Reading.

STEAM day in March was on the 27th “Marching to the Beat of Your Own Drum”. UNM Music Department donated items to demonstrate sound waves. Safe Dates came and spoke with middle school about safe dating habits. Students and teachers had a chance to work on Individualized Learning Plans for the next school year. A Science teacher held a drum beat challenge and we had a Dual Credit recruitment day. Next STEAM Day is April 24th, Ag Day.

Class of 2024 is having a BINGO night at Isleta Reception Hall on Thursday, April 11th at 6pm with door prizes and baskets.

Mr. Ogas – Discussing the new Charter Contract. It will extend from July 1st of 2024 – June 30th of 2029, it does have conditions including that we increase our academic performance proficiency rates in Reading and Math as well as keep up our graduation rate. There are some other things that they want us to report on including quarterly reporting from the Foundation to the Council. We’ll put together a calendar in May of when those reports will come out to the Governing Council. We will need to approve the contract this evening so that it can be returned. We’ve met three times for Contract Negotiations, and it’s been a very collaborative and very good process. I am going to recommend that we approve the contact and then I’ll come back to the Governing Council with timelines and goals for reporting requirements contained in the contract.

We are working on using technology to track performance in real time as well as attendance with our attendance liaison. We will be counting proficiency rates on those students who are enrolled on the 40-day count as well as the 120-day count.

Mr. Watling – This will put a little more burden on our finance committee.

Mr. Ogas – Yes, we will need to adjust our Agendas to allow for time for the finance committee to report. We will report in June as a baseline for everything they want to have reported on over the 5 years of the contract.

Mr. Watling asked if the Governing Council could receive the reports that will be sent to the State. Mr. Ogas agreed that would be good practice and will do so in June.

COMMUNITY REPORT

There was not a Community Report.

GOVERNING COUNCIL PRESIDENT'S REPORT

President David Watling – Charter School Conference in June and they are asking for presenters. The deadline is April 22nd if you'd like to speak. The Conference will be June 12 – 14.

ACTION ITEMS

a. Approval of the July 1, 2023 – March 31, 2024, Check Listing/Budget Report - \$776,890.04

Discussion – **President David Watling** asked if the Budget Committee had reviewed the presented information. **Summer Ludwig** advised that it had been reviewed in the Budget Meeting. **Pam Skinner** asked if **Summer Ludwig** had a chance to review the bank statements between the Budget Meeting and now as they had not been prepared during the budget meeting. **Summer Ludwig** advised that she had reviewed them, and everything appeared to be in order.

Summer Ludwig moved to approve the July 1, 2023 – March 31, 2024, Check Listing/Budget Report as presented, seconded by Pam Skinner. There being no further discussion, President David Watling called for a roll call vote, the motion passed unanimously.

b. Approval of the July 1, 2023 – March 31, 2024, Revenue Listing – \$798,685.58

Discussion:

Summer Ludwig moved to approve the July 1, 2023 – March 31, 2024, Revenue Listing - \$798,685.58 as presented, seconded by Pam Skinner. There being no discussion, President David Watling called for a roll call vote, the motion passed unanimously.

c. Approval of Budget Adjustment Requests 1 – 8.

- 1. 505-000-2334-0038-I - Increase \$22,629 – Universal free lunch**
- 2. 505-000-2324-0039-IB - Initial budget \$30,000– CTE Innovation Zone**
- 3. 505-000-2324-0040-I – Increase \$308,033 - Carryover for Operational**
- 4. 505-000-2324-0041-I – Increase \$2,696 - Carryover for Food Service**
- 5. 505-000-2324-0042-I – Increase \$42,219 - Carryover for Activity Fund**
- 6. 505-000-2324-0043-I - Increase \$27,268 - Carryover for Medicaid**
- 7. 505-000-2324-0045-D - Decrease (\$24,685) - for Private Grant Fund**
- 8. 505-000-2324-0046-I – Increase \$121,826 - Carryover for HB33**

Discussion: Ashley Wolfel went over each BAR and the Governing Council could then consider them together. Mr. Ogas asked if any of these included the adjustment for the 40-day count. Ashley advised that was already approved in our prior meeting.

Summer Ludwig moved to approve BARS as presented, seconded by Pam Skinner. There being no further discussion, President David Watling called for a roll call vote, motion passed unanimously.

d. Approval of Permanent Cash Transfer.

Discussion: Ashley Wolfel, this is moving funds from General Funds to Federal Funds. These are funds that the school didn't receive cash for in previous years. Mike Ogas advised that this is just to clean up the books and he would sign if this was approved and send it to Santa Fe.

Summer Ludwig moved to approve the Permanent Cash Transfer as presented, seconded by Kerra Howe. There being no further discussion, President David Watling called for a roll call vote, motion passed unanimously.

e. Consideration of the NUBE Group Copier contract for the 24-25 School Year.

Discussion: Mr. Salada - NUBE Group is aligned with our new IT provider, and they would replace all of the copiers at the school and add new machines where needed. This would also reduce costs of overage and eliminate the need for a separate fax phone line as they will run online. The increase is less than a few hundred dollars and toner is included in the price.

There would be 8, 6 color and 2 black and white and there will be a counter on the machines to track prints. We would have 50,000 monochromatic prints over all printers. Each machine has about 200,000 pages of life.

DSI currently has the contract. They are a CES Vendor, so quotes weren't required.

The current machines are aging, and we don't have the ability in our current contract to have them replaced with new machines. This new contract will replace every old copier.

If something major happens that couldn't be repaired, it would be replaced. Otherwise, the service and repairs are included in the contract.

There is an option to purchase the machines at the end of the lease term. They will also purchase the remainder of our contract with DSI.

We will be able to track who is printing in color to help keep us under our limit so we can limit overage costs. We pay about \$1,000 a month for our phone lines and the fax lines are about 1/3 of that so we will be saving that money as well.

Kerra Howe moved to approve the contract with NUBE Group for the Copier contract for 63-month lease starting on July 1st, seconded by Pam Skinner. There being no further discussion, President David Watling called for a roll call vote, the motion passed unanimously.

f. Consideration of the Part – Time Employee resolution with NMPSIA

Discussion: Mr. Ogas asked Mike Vigil, Jr. to explain. This is a resolution that will come up on an annual basis. By law any employee working at least 20 hours a week is eligible for benefits through NMPSIA. This resolution would allow the requirement to be reduced to 15 hours a week from 20. We are currently at 15 hours a week after approval last year. We currently have one employee taking advantage of this.

Summer Ludwig moved to approve the Part-Time Employee Resolution with NMPSIA as presented, seconded by Pam Skinner. There being no further discussion, President David Watling called for a roll call vote, the motion passed unanimously.

g. Consideration of the Vigil Group contract for the 24 – 25 School year.

Discussion – Mike Vigil, Jr. Explained that the contract would not be with the Vigil Group through CES as our current contract is. The Vigil Group has now put their bid through the Association of Charter Educational Services (ACES) and SODA would need to contract through ACES to retain the Vigil Group.

The main change is that POs and Payments will go to ACES. SODA is already a member of ACES for other services/supplies. There is no cost to belong to ACES as a school. Mr. Vigil advised the differences between Level 1, Level 2, and Level 3 Business Managers. Our current Business Manager, Ashley Wolfel, is a Level 2. To retain her, we would need to contract at Level 2 at \$82,500. The current contract was at about \$67,318. The contract would be for one year and be reviewed annually.

This did not go out to bid as it's through ACES.

Pam Skinner moved to approve the Vigil Group's ACES contract under Tier 2 for the 2024 – 2025 school year, seconded by Yolanda McKinley. There being no further discussion, President David Watling called for a roll call vote, the motion passed unanimously.

~~**h. Approval of contract with Johnson Control through Sourcewell.**~~

i. Approval of Charter contract, performance framework and documentation for compliance of the condition.

Discussion: Mr. Ogas recommended approving the new Charter contract as we had previously discussed it during the Superintendent's Report. Once it is approved to PEC then they will send a Docusign to Mr. Watling to sign.

Yolanda McKinley moved to approve the new Charter Contract, seconded by Kerra Howe. There being no further discussion, President David Watling called for a roll call vote, the motion passed unanimously.

j. Committee update regarding adding 7th Council member

Discussion: Lacey was not available this evening, she is looking into the timing of adding a member following PED/PEC rules. Until hearing from her, there is no update.

ANNOUNCEMENT OF MEETING

The next Governing Council meeting will be May 13, 2024, Regular meeting at 6pm, Finance meeting at 5pm. All future meetings will be held IN PERSON and by Zoom Video Communication until further notice.

ADJOURNMENT

Yolanda McKinley motioned to adjourn at 7:14pm, seconded by Pam Skinner. There being no discussion, President David Watling called for the vote, the motion passed unanimously.

School of Dreams Academy
Governing Council Meeting Minutes
May 13, 2024, Regular Meeting

CALL TO ORDER

President David Watling called the meeting to order at 6:03pm; and welcomed all in attendance.

Council Members in Attendance:

- Lacey Cheney
- Kerra Howe
- Summer Ludwig
- Yolanda McKinley
- David Watling

Members Excused:

- Pam Skinner

Others Present:

- Mike Ogas
- Donna Thomas
- Ashley Wolfel
- PJ Walker
- Miguel Ogas
- Zoom User – JJ
- Zoom User - Tamra
- Cynthia Swanson
- Felina Martinez
- Justin Salada

Total Attendees: 15

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Donna Thomas

ANNOUNCEMENT OF MEETING

Mr. Ogas stated the meeting had been announced in accordance with the Open Meetings Act {Pursuant to 10-15-1 H NMSA 1978 Annotated} and was a legally constituted meeting of The School of Dreams Academy Governing Council.

APPROVAL OF AGENDA – May 13, 2024, AGENDA

Motion to approve the April 8th Agenda as presented:

Summer Ludwig moved to approve the agenda as presented, seconded by Yolanda McKinley. There being no discussion, President David Watling called for a vote. Motion passed unanimously.

APPROVAL OF APRIL 8, 2024, MEETING MINUTES

Motion to approve the April 8, 2024, Regular Meeting Minutes as presented:

Yolanda McKinley moved to approve the April 8th Regular Meeting Minutes as presented, seconded by Summer Ludwig. There being no discussion, President David Watling called for a vote. Motion passed unanimously.

SUPERINTENDENT REPORT

Mr. Ogas – Robing Ceremony for the seniors will be 6pm Thursday at Calvary Chapel New Harvest, Friday morning will be graduation practice with breakfast burritos provided for the students and staff by the Church, graduation is Saturday at 9am at Calvary Chapel New Harvest.

Ms. Swanson – The NHS induction was on April 10th with four new students inducted. The NHS held a dance on 4/19 at the fairgrounds. The senior class had BINGO fundraiser and raised about \$2,000.

This week is Senior Week. They had the Senior parade this morning, they will have Bowling, Top Golf, and Hinkle Family Fun Center.

April 24th was the last STEAM Day; it was Agriculture Day. Game and Fish came, the Be Real simulation trailer, the Valencia County Extension office, and FFA students with animals. It was the most well-received STEAM Day.

Friday was the FFA Banquet, they held the Senior Farewell and welcomed the new officers. They have Dairy and Public Speaking competitions on May 28th.

Ms. Watling was appointed as a National FFA Teaching Ambassador and has been working with Mr. Salada on writing grants. They have applied for about \$419,000 in funding.

Mr. Ogas – We will have a three-week summer session. It will focus on reading and math for elementary students and credit recovery for secondary students as well as creating and updating individual learning plans.

COMMUNITY REPORT

PJ Walker – On Field Day popsicles will be provided for the students. Working on fundraising for next school year.

GOVERNING COUNCIL PRESIDENT'S REPORT

President David Watling – Charter School Conference in June please let Donna know if you will be attending. The Conference will be June 12 – 14.

The Charter Contract should be sent to President David Watling to be signed soon.

ACTION ITEMS

- a. **Approval of the July 1, 2023 – April 30, 2024, Check Listing/Budget Report – (\$895,592.68)**

Discussion – Summer Ludwig advised that the Finance Committee had reviewed the information and backup documentation, and all was in order.

b. Approval of the July 1, 2023 – April 30, 2024, Revenue Listing – \$986,643.80

Discussion:

Summer Ludwig moved to approve items a. and b. as presented the July 1, 2023 – April 30, 2024, Check Listing/Budget Report (**\$895,592.68**) and Revenue Listing **\$986,643.80** as presented, seconded by Yolanda McKinley. There being no discussion, President David Watling called for a roll call vote, the motion passed unanimously.

c. Approval of Budget Adjustment Requests 1 – 9.

1. 505-000-2334-0047-I - Increase \$1,725 – Gym Rental Income - Operational
2. 505-000-2324-0048-I - Increase \$5,617 – Donations - Operational
3. 505-000-2324-0049-I – Increase \$3,081 – E-Rate Income - Communications
4. 505-000-2324-0050-I – Increase \$7,235 – Staff lunch revenue – Food services
5. 505-000-2324-0051-I – Increase \$8,048 – Student lunch revenue – Food services
6. 505-000-2324-0052-I - Increase \$17,407 – USDA revenue – Food Services
7. 505-000-2324-0053-I - Increase \$15,165 – Revenue from activities – non-instructional support
8. 505-000-2324-0054-M – Maintenance - \$0 – Title II
9. 505-000-2324-0055-T – Transfer - \$0 - PreK

Discussion: Ashley Wolfel went over each BAR and the Governing Council then considered them together.

Summer Ludwig moved to approve BARS as presented, seconded by Yolanda McKinley. There being no further discussion, President David Watling called for a roll call vote, motion passed unanimously.

d. Approval for the Superintendent and the Business Manager to enter and submit any final Budget Adjustment Requests (BARs) on behalf of the school to maintain budgetary compliance for audit and other regulatory purposes. This process will only be completed with the understanding that the BARs will not impact actual cash and will solely address budgetary compliance. In addition, any BARs submitted as allowed under this approval will be brought before the Governing Council at the next open meeting with review and detailed explanation.

Discussion: Ashley Wolfel went over the statement and advised that this is to ensure compliance with reporting requirements.

Lacey Cheney moved to approve to allow the Superintendent and the Business Manager to enter and submit any final Budget Adjustment Requests (BARs) on behalf of the school to maintain budgetary compliance for audit and other regulatory purposes. as presented, seconded by Summer Ludwig. There being no further discussion, President David Watling called for a roll call vote, motion passed unanimously.

e. Consideration and possible approval of a revision to the 24 – 25 calendar.

Discussion: The calendar has been amended to move the 2 STEAM days from Wednesdays to Fridays to allow students with Dual Credit classes to fully participate. Also, the pre-k calendar was completed. The Governing Council reviewed the changes.

Summer Ludwig moved to approve the 2024-2025 calendar updates as presented, seconded by Lacey Cheney. There being no further discussion, President David Watling called for a roll call vote, the motion passed unanimously.

f. Consideration and possible approval of the 2024-2025 Budget.

Discussion: Reviewed the budget presented by Ashley Wolfel. The budget includes a revised Teacher's Salary Schedule and a 3% pay increase for all staff.

Summer Ludwig moved to approve the Part-Time Employee Resolution with NMPSIA as presented, seconded by Yolanda McKinley. There being no further discussion, President David Watling called for a roll call vote, the motion passed unanimously.

g. Committee update regarding adding 7th Council Member

Discussion – There is no update currently.

ANNOUNCEMENT OF MEETING

The next Governing Council meeting will be June 10, 2024, Regular meeting at 6pm, Finance meeting at 5pm. All future meetings will be held IN PERSON and by Zoom Video Communication until further notice.

ADJOURNMENT

Yolanda McKinley motioned to adjourn at 6:28pm, seconded by Summer Ludwig. There being no discussion, President David Watling called for the vote, the motion passed unanimously.