

Charter Contract Between the  
New Mexico Public Education Commission  
And  
Walatowa High Charter School

This Charter Contract, (the "Contract"), is hereby entered into by and between the New Mexico Public Education Commission, (the "Commission"), and Walatowa High Charter School, (the "School", and, together with the Commission, the "Parties"), a New Mexico Charter School, effective this 1<sup>st</sup> day of July 2017.

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, § 22-8B-1, *et seq.*, New Mexico Statutes Annotated, 1978, as amended and supplemented, (the "Act"), to, *inter alia*, authorize charter applications that meet the requirements of the Act, and to negotiate and execute, in good faith, charter contracts that meet the requirements of the Act with approved charter schools; and,

WHEREAS, the Commission is further authorized pursuant to the Act, to monitor charter schools' compliance with the requirements of the Act, and with the requirements of the charter and Contract for each approved charter school; and,

WHEREAS, the Commission is further authorized pursuant to the Act to determine whether an approved charter school merits suspension, revocation, or nonrenewal; and,

WHEREAS, the Commission approved the charter application for the School on December 7, 2016, (the "Charter"); and,

WHEREAS, pursuant to the Act and the Charter, the Commission and the School wish to enter into this Contract in compliance with the Act, and in order to set out the performance frameworks, as that term is defined in the Act, that define the financial, academic, and operations performance indicators, measures and metrics that will guide the evaluation of the School.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the Commission and the School agree:

SECTION 1: DEFINITIONS

Capitalized terms defined in this Section 1 shall have the meaning specified in this Section 1 wherever used in this Contract, including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms defined in the foregoing recitals, if not defined in this Section 1, shall have the same meaning as stated when used in this Contract, unless the context clearly requires otherwise.

"Audit Act" means § 12-6-1 through 12-6-14, NMSA 1978, as amended and supplemented.

"Chair" means the chairperson of the Commission, as elected by the members of the Commission, pursuant to the Act, from time to time.

"Charter Representative(s)" means Dr. Arrow Wilkinson and Kenneth Sando, as the person(s) authorized to sign the Contract, and other documents, on behalf of the School, and to legally bind the School to the Contract and other documents as required under the Act.

"Comprehensive Educational Program" means an educational program that meets Department academic standards as identified in this contract.

"Compulsory School Attendance Law" means the compulsory school attendance law set out at § 22-12-1 through 22-12-9, NMSA 1978, as amended and supplemented.

"Corrective Action Plan" means a plan developed by the School and submitted to the Commission to remedy operational, or financial violations or problems.

"Criminal Offender Employment Act" means the criminal offender employment act set out at § 28-2-1, *et seq.*, NMSA 1978, as amended and supplemented.

"Days" means calendar days.

"Department" means the Public Education Department of the State of New Mexico, and its successors.

"Division" means the Charter School Division of the Department, and its successors.

"Effective Date" means the effective date of this Contract, which is July 1, 2017, found on the last page of this Contract with signatures.

"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 recreational purposes, and other purposes connected with the Mission of the School.

"Governing Body" means the governing body of the School, and any successor thereto.

"Head Administrator" means a Charter Representative, as defined herein, who is also a licensed school administrator.

"Instructional Hours" means mandatory instructional time during which students are engaged in a School-directed program, and for which the School enforces the Compulsory School Attendance Law.

"Mission" means the educational and pedagogical mission of the School, as set out in Section 4.1 herein.

"NMAC" means the New Mexico Administrative Code, as amended and supplemented from time to time.

"NMSA, 1978" means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented from time to time.

"Procurement Code" means §13-1-101, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"Public School Finance Code" means § 22-8-1, *et seq.*, NMSA 1978, as amended and supplemented from time to time.

"School Improvement Plan" means a plan developed by the School and submitted to the Commission to remedy academic performance.

"Secretary" means the Secretary of the Department, and his or her duly appointed successors.

"State" means the State of New Mexico.

"Term" means the term of this Contract, as set forth in Section 3, herein.

## SECTION 2: SCOPE

1. This Charter Contract is entered into between the School and the Commission for the purpose of establishing a charter school to operate at the site(s) listed in Section 4.10. of this Contract.
2. The person authorized to sign and act on behalf of the Commission is the Chair, or such person as the Chair may lawfully designate from time to time.

The person(s) authorized to sign on behalf of the Charter School is/are the Charter Representative(s). The Charter Representative(s) affirm(s) as a condition of this Charter, that he/she is (one of) the above-described representative(s) of the Charter School and has the authority to enter into this Charter on behalf of the Charter School.

- i. The Charter School must maintain one or more Charter Representative(s), including one Charter Representative who is a Head Administrator, and provide contact information to the Commission within 30 days of the change of a Charter Representative(s).
  - ii. The Commission shall direct all communication with regard to the Charter and the Contract to the Charter Representative(s).
  - iii. The Charter Representative(s) shall respond to written communication from the Commission within the timeframe specified in the communication, which shall be no less than three business days absent exigent circumstance.
3. The Charter School is a public entity of the State of New Mexico, subject to all laws and regulations applicable to public entities.

## SECTION 3: TERM

1. The term of this Contract shall be in full force and effect until June 30, 2022. The Contract will not automatically be renewed or extended; the Contract may be renewed by the Commission upon timely application by the School pursuant to the Act, and upon such terms and conditions as the Commission deems appropriate under the Act.

## SECTION 4: REPRESENTATIONS, COVENANTS, AND WARRANTIES

1. **Purpose:** The School shall operate a public school consistent with the terms of the Charter and the Contract, and all applicable laws; shall achieve student outcomes according to the educational standards established by law, this Charter and Contract; and shall be governed and managed in a financially prudent manner.
2. **Mission:** The Charter School shall implement the mission identified below and shall report on the implementation of that mission in the manner described below.
  - i. Through a community-integrated experiential learning program, Walatowa High Charter School will prepare students to be academically successful while promoting leadership, language preservation, and community wellness.
  - ii. The Charter School shall report on the implementation of its mission in the following manner:
    - a. Annually during the performance review visit required by the Act, as evaluated through the site visit team's observations and the school's response to any such observations;

- b. Annually through any mission specific goals identified in the School's Performance Framework, Attachment A, incorporated herein by reference; and
  - c. At renewal, in the event that the School applies to the Commission for renewal, through a narrative in the renewal application.
- 3. **Enrollment Cap and Authorized Grade Levels:** The School is authorized to serve no more than 150 students in grades 9-12.
  - i. 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; except that, nothing in this Contract shall give the School the authority to combine students from different grade levels into the same classroom unless the school's educational program explicitly provides for mixed grade or age education.
  - ii. The School must annually, prior to beginning the annual enrollment process, establish the number of vacancies by grade level available for student enrollment in that year. That number will govern the enrollment throughout the school year.
  - iii. The School may not exceed the building capacity of the Facility, which is 150.
- 4. **Comprehensive Educational Program of the School:** The School's educational program shall be as described below:
  - i. The principal focus of Walatowa High Charter School's academic program is early college preparation, including dual credit coursework. The pre-college focused curriculum also emphasizes the value of the community's (Jemez, Zia, and Jemez Valley Corridor) culture and traditions.
  - ii. Students are challenged with advanced courses in core subject areas and enter the dual credit program by their junior year of high school. Walatowa High Charter School maintains strong partnerships with post-secondary institutions to ensure the implementation of our college and career preparation program.
  - iii. Walatowa High Charter School implements a community school model that includes the two-generation approach and continuum. As a community school, Walatowa High Charter School is both an educational institution and a center of community life that partners the school with other community resources. The Two-Generation approaches focus on creating opportunities for and addressing needs of both children and the adults in their lives together. Walatowa High Charter School has an integrated focus on academics, youth development, family support, health and social services and community development. The partnerships include:
    - a. Pueblo of Jemez Health and Human Services
    - b. Pueblo of Jemez Tribal Programs
    - c. Pueblo of Jemez Education Department
    - d. Pueblo of Jemez Transportation Department
    - e. Pueblo of Zia Tribal Administration
    - f. Pueblo of Kewa Tribal Administration
- 5. **Governance:**
  - i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, Attachment B, incorporated herein by reference.

- ii. The School's Governing Body shall have at least five members at all times; the exact number of Governing Body Members shall be specified in the bylaws.
- iii. The School shall notify the Commission of all changes in membership within 30 days of the change.
- iv. The Charter School shall replace any member who is removed or who resigns within 45 days of such removal or resignation.
- v. No member of the Governing Body shall serve on the governing body of another charter school, unless the School has been granted a discretionary waiver from the Secretary.
- vi. All governing body members shall comply with training requirements established in Section 6.80.5 NMAC, as amended.
- vii. The School shall notify the Commission within 15 days of any and all allegations of, or convictions for, inappropriate contact with a student or other minor by a member of the Governing Body, and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by a member of the Governing Body.
- viii. The members of the Governing Body have a duty to comply with the provisions of this Contract, all applicable laws, including, without limitation, the Act, all regulations, and reporting requirements.
- ix. The Governing Body is responsible for the policy decisions of the School; is responsible for hiring, overseeing, and terminating the Head Administrator of the School; and is entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.
- x. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Attachment C, which is incorporated by reference.
- xi. In order to initially become qualified as a board of finance, the school shall provide:
  - a. The names, home addresses, personal email addresses, and personal phone numbers of each member of the board;
  - b. A statement signed by every member of the Governing Body stating that the Governing Body agrees to consult with the Department on any matter not covered by the manual of accounting and budgeting before taking any action relating to funds held as a board of finance;
  - c. A signed affidavit from each member of the Governing Body member declaring that the member is not a member of the governing body of any other charter school, unless it has been granted a waiver by the Secretary for that purpose, and that the member was not a governing body member of another charter school that was suspended and was not reinstated, or failed to receive or maintain its board of finance designation; and
  - d. An affidavit or affidavits, signed by the School's licensed business official who will be given the responsibility of keeping the financial records of the School, describing the training completed, professional licensure held and degrees earned by him or her;



- e. A copy of a certificate of insurance that indicates that the person who will be entrusted with handling the funds of the School is adequately bonded.
- xi. Within 30 days of the change to any member of the Governing Body or the School's licensed business official who will be given the responsibility of keeping the financial records of the charter school, the school shall resubmit all information required in Section 4. Subsection 5.xi(a)-(e) above, revised to reflect the changes in staffing or board membership.
- xii. If at any time, the School's qualification as a board of finance is revoked by the Department, the Commission shall, at its next regularly scheduled meeting, consider whether to commence revocation proceedings to revoke the School's Charter. If the Commission decides not to revoke the charter, the School shall be required to develop and successfully implement a Corrective Action Plan to address the conditions and causes of the revocation of the School's qualification as a board of finance.

**6. Operation:**

- i. The School shall be nonsectarian in its charter school programs, admission policies and employment practices and all other operations. Attachment D, incorporated herein by reference, states the School's admission policies and procedures.
- ii. The School shall comply with all federal and state laws relating to the education of children with disabilities.
- iii. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance.
- iv. The School shall, in accordance with the Compulsory School Attendance Act, maintain records to document daily student attendance and shall make such records available for inspection upon request of the Commission and the Department. The School shall comply with the number of overall instructional hours required by statute, based on the grade levels served, which may be verified through budget reporting.
- v. The School shall maintain student records in accordance with all other New Mexico public records retention requirements.
- vi. The School shall allow the Commission and the Department to visit each school site at any reasonable time.
- vii. The School shall allow the Commission and the Department to conduct financial, program or compliance audits and shall hold open for inspection all records, documents and files relating to any activity or program provided by the School relating to the School. All books, accounts, reports, files and other records relating to this Charter and Contract shall be subject, during normal business hours, to inspection and audit by the State for five years after termination of the Charter and the Contract.
- viii. The School shall notify the Commission and the Department within 15 days of the allegations of, or convictions for, inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify the Commission within 15 days of allegations of, or convictions for, any crime related to the misappropriation of school funds or theft of school property by any staff member.
- ix. If the School receives federal grant funds that flow through the Department, the School shall timely submit financial and other reports required by the Department for the School's receipt of such funds.

- x. The School shall comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law. All members of the Governing Body shall sign a certificate, in the form attached hereto as Attachment E, certifying their compliance with all federal and state laws governing the organizational, programmatic, and financial requirements applicable to charter schools. Within 30 days of any change to the membership of the Governing Body, the School shall provide a signed certification from any new members in the form of Attachment E, which will be incorporated into this Contract.
- xi. The School shall identify the non-discretionary waivers the School is utilizing and the discretionary waivers the School has requested from the Secretary in Attachment F, incorporated herein by reference.
  - a. If the school requests from, and is granted a discretionary waiver by the Secretary at any point during the Term, the School shall file a notification within 30 days of approval from the Secretary with the Commission to amend the Contract to reflect such waiver.
  - b. If the School begins making use of any additional non-discretionary waivers at any point during the charter term, the School shall file a notification within 30 days of first use of the waiver with the Commission to amend the contract to reflect the use of such non-discretionary waiver.
- 7. **Use of Volunteers:** The School covenants and represents that all volunteers it allows access to its students or the Facility will comply with state regulations regarding the use of volunteers set out in Section 6.50.18 NMAC.
- 8. **Background Checks:** The School shall comply with the requirements of Section 22-10A-5 NMAC 1978, relating to background checks for all staff, instructors, and volunteers, in whatever capacity, working with its students or at the Facility.
  - i. The School shall develop and implement policies and procedures to require background checks on an applicant who has been offered employment, and for all volunteers, contractors and contractor's employees with unsupervised access to students at the public school. The School shall comply with the Criminal Offender Employment Act.
  - ii. The Head Administrator of the School shall report to the Department any known conviction of a felony or misdemeanor involving moral turpitude of a licensed or certified school employee.
  - iii. The Head Administrator of the School or their respective designees shall investigate all allegations of ethical misconduct about any licensed or certified school employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made, or incident occurs. If the investigation results in a finding of wrongdoing, the Head Administrator of the School shall report the identity of the licensed or certified school employee and attendant circumstances of the ethical misconduct on a standardized form to the Department and the licensed or certified school employee within thirty days following the separation from employment. No agreement between a departing licensed or certified school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct, and any such provision or agreement to the contrary is void and unenforceable.
- 9. **Sites:** The School shall provide educational services, including the delivery of instruction, at the following location(s):

Walatowa High Charter School (9-12)  
147 Bear Head Canyon Rd  
Jemez Pueblo, NM 87024  
Phone: (575) 834-0443  
Fax: (575) 834-0449

The School shall ensure the Facilities meet the charter school facilities standards in Section 22-8B-4.2(A, C, D) NMSA 1978, and shall ensure that the facilities comply with all applicable federal, state and local health and safety standards and other applicable laws, regulations and rules. The School shall provide the Lease(s) or Lease Purchase Agreement(s) for all facilities, which is attached to this contract as Attachment G incorporated herein by reference.

#### SECTION 5: PERFORMANCE FRAMEWORKS

1. **Performance Framework: Attachment A**, incorporated herein by reference, includes the Accountability Plan, Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Commission. These documents together set forth the academic and operational performance indicators and performance targets that will guide the Commission's evaluation of the School and the criteria, processes and procedures that the Commission will use for ongoing oversight of operational, financial and academic performance of the School.
2. **Academic Performance Indicators and Evaluation:** The School shall:
  - i. Provide a comprehensive educational program that aligns with the state academic standards prescribed by the Department for the grades approved to operate.
  - ii. Participate in the State-required assessments as designated by the Department or the U.S. Department of Education.
  - iii. Timely report student level data for State-required assessments to the Department and report student level data from school administered assessments, as requested by the Commission or on a bi-annual basis if that data is incorporated into the Academic Performance Framework adopted by the Commission.
  - iv. Meet or make substantial progress toward achievement of the Department's standards of excellence (C or better in the A-F Grading).
  - v. Meet or make substantial progress toward achievement of the Department's standards of excellence or the performance standards identified in the Academic Performance Framework as adopted and modified periodically by the Commission.
    - a. The Academic Performance Framework adopted by the Commission allows for the inclusion of additional rigorous, valid and reliable mission specific indicators proposed by a charter school to augment external evaluations of its performance, provided that the Commission approves of the quality and rigor of such proposed indicators and the indicators are consistent with the purposes of the Act. Any such indicators will be incorporated into Attachment A.
    - b. If the School fails to meet its academic performance indicators in any year it must develop, submit, and begin implementing a School Improvement Plan within 60 days of the release of the academic performance information. The School Improvement Plan will be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The

Adopted May 11, 2018



Commission may evaluate implementation of the plan through its annual site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving School performance.

- c. If the School does not meet the performance standards in the Performance Framework, it shall "make substantial progress" toward achievement of those standards as it is defined in the Commission's Accountability Plan included in Attachment A.
  - d. Failure to meet or make substantial progress toward meeting the performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

**3. Organizational Performance Indicators and Evaluation:** The School shall:

- i. Comply with applicable federal, state and local rules, regulations and statutes relating to public education unless the School is specifically exempted from the provision of law.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission in order to evaluate the School's compliance with applicable federal, state and local rules, regulations and statutes relating to public education.
- iii. Provide a written copy to the Commission, within 15 days of receiving a written notice of complaint filed against the School alleging violations of federal, state, or local law, regulation or rule, or a final determination from another state government division or agency, or state or federal court regarding any such complaint against the School.
- iv. Cooperate with the Commission or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the Commission or the Department.
- v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the Commission.
  - a. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the Commission's Accountability Plan included in Attachment A.
  - b. The school may be required to develop, submit and implement a Corrective Action Plan to address deficiencies in its organizational performance. All Corrective Action Plans must be submitted to the Commission, but the Commission will not evaluate the quality of, or approve, the plan. The Commission may evaluate implementation of the plan through its site visits and provide feedback to the School regarding fidelity of implementation and effectiveness of the plan in improving school performance.
  - c. Failure to meet the organizational performance standards shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

**4. Financial Performance Indicators and Evaluation:** The School shall:

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Initials: 

- i. Meet generally accepted standards of fiscal management which shall include complying with all applicable provisions of the Public School Finance Code, the Procurement Code, and the Audit Act; paying debts as they fall due or in the usual course of business; complying with all federal requirements related to federally funded programs and awards; refraining from gross incompetence or systematic and egregious mismanagement of the School's finances or financial records; and preparing and fairly presenting its financial statements in accordance with accounting principles generally accepted in the United States of America, which include the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- ii. Timely submit all documentation, financial and other reports required by the Department or the Commission. The School shall further timely submit any Corrective Action Plans or additional financial reporting or documentation that may be required by the Department or the Commission.
- iii. Cooperate with the Commission to enable them, or its authorized representative to conduct all auditing visits requested or required by the Commission or the Department.
- iv. Meet the financial performance standards identified in the Financial Performance Framework as adopted and modified periodically by the Commission, or provide an adequate response to explain why the School does not meet the performance standards and demonstrate the school is a financially viable and stable organization.
- v. Failure to meet generally accepted standards of fiscal management shall be sufficient justification to revoke or non-renew the School's Charter.
- vi. The School shall have a designated licensed business official and certified procurement officer. The School shall identify the current individual designated as the certified procurement officer and contains their CPO certification in Attachment H incorporated herein by reference. The school shall notify the Commission of all changes to the designated licensed business official or certified procurement officer within 30 days.
- vii. The Commission is not required to allow the school the opportunity to remedy the problem if unsatisfactory review warrants revocation.

**5. Chartering Authority's Duties and Liabilities:** The Commission, shall:

- i. Evaluate all applications submitted by this charter school, including properly submitted amendment requests, and act timely on any such applications or requests;
- ii. Monitor the performance and legal compliance of the School, in accordance with the requirements of the Act and the terms of the Charter and Contract;
- iii. Review all relevant information to determine whether the School merits suspension, revocation or nonrenewal. All evaluation and monitoring will be carried out using the processes and criteria established in the Accountability Plan in Attachment A;
- iv. Conduct all its activities in accordance with its chartering policies and practices, which shall be modified from time to time to be consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
- v. Promptly notify the Governing Body of the School of unsatisfactory fiscal, overall

governance or student performance or legal compliance and provide reasonable opportunity for the governing body to remedy the problem; Any such notice shall be provided in accordance with the Accountability Plan as provided in Attachment A.

- vi. The Commission is not required to allow the school the opportunity to remedy the problem if the unsatisfactory review warrants revocation.

#### SECTION 6: ADDITIONAL TERMS

1. **Withheld Two-Percent of Program Cost:** The Charter Schools Division of the Department may withhold and use two percent (2%) of the school-generated program cost for administrative support of the School as provided in Section 22-8B-13 NMSA 1978. These funds are to be utilized in the following manner:

- i. New Mexico Public Education Department: The Department shall utilize the funds for the following purposes:

- a. Funding the staff to conduct work for the Division, which shall include:

1. Conducting annual site visits and annual evaluations under the Performance Frameworks; receiving, processing, evaluating and making recommendations on new applications, amendment requests, and renewal applications; receiving, processing, and evaluating complaints; making recommendations to revoke charters, as necessary; making recommendations regarding School Improvement and Corrective Action Plans, as necessary; overseeing the closure of charter schools; and making recommendations regarding the development and implementation of authorizing policies and practices to ensure they are consistent with nationally recognized principles and standards for quality charter authorizing in all major areas of authorizing; and
2. Technical assistance and support work such as providing training for new Governing Board members; providing Governing Body training; maintaining communication with the charter school field to keep them apprised of best practices, opportunities for support from Department, policy changes from the Commission; hosting other training and professional development; and developing other support materials.

- b. Funding a proportional share of the Department staff to conduct work, as determined by the Department, necessary to support the administrative oversight, approval of budget matters, capital outlay, transportation, special education, federal programs, school evaluation and accountability, annual financial audits, and T&E audits.
- c. Funding any other staff work necessary to provide professional support or data analysis to the Commission.
- d. The Commission's reasonable request for funding of any project or service to support the work of the Commission shall not be denied by the Department. The Commission's request for funding of project or service shall take budget priority over the Department's budget priorities or allocations.
- e. The Commission shall request an annual accounting from the Department on

how the two percent (2%) was utilized and shall provide the information received to the school.

- ii. New Mexico Public Education Commission: The New Mexico Public Education Commission shall utilize the funds for the following purposes:
  - a. Funding the travel and per diem expenses of Commissioners when conducting the business of the Commission.
  - b. Funding the administrative expenses of the business of the Commission
- iii. In addition to the above listed items, the Department and the Commission shall have authority to utilize the funds for similar or related costs for administrative support of charter schools and charter school programs.

**2. Amendments to the Charter and Changes to the School:**

- i. This Contract may be amended by mutual agreement, in writing, of the parties. Processes for submitting requests to amend, or notifications of amendments, as amended from time to time, shall be posted on the Commission's website as an Amendment Request or Notification. The School shall not take action or implement the amendment until approved by the Commission unless the Commission's processes indicate otherwise.
  - a. All amendment requests and notifications shall be submitted pursuant to the procedures developed by the Commission.
  - b. The Commission shall consider and vote on all properly submitted amendment requests and notifications within 60 days of receipt of a complete submission.
- ii. If the Parties cannot agree on an amendment to the terms of the contract, either party may appeal to the Department Secretary pursuant to Section 22-8B-9(A) and (C) NMSA 1978.

**3. Insurance:**

- i. The School shall obtain and maintain insurance in accordance with the laws of the State.
- ii. The School will participate in the Public School Insurance Authority.
- iii. Waiver of Rights: The School and its insurers providing the required coverage shall waive all rights of recovery against the State and the Commission, or the Department, their agents, officials, assignees and employees.
- iv. The School shall maintain the following types and amounts of insurance liability coverage:
  - Commercial General Liability - \$1,000,000 subject to statutory tort limits
  - Automobile Liability - \$1,000,000 subject to statutory tort limits
  - Umbrella Liability - \$4,000,000 subject to statutory tort limits
  - Professional - \$ 2,000,000 subject to statutory tort limits

- 4. **Charter Revocation:** The Commission may at any time take action to revoke the Charter and Contract of the School.

- i. **Criteria:** Pursuant to the Act, the Commission may revoke the Charter if the Commission determines that the School:
  - a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
  - b. Failed to meet or make substantial progress toward achievement of the department's standards of excellence or student performance standards identified in the Contract,
  - c. Failed to meet generally accepted standards of fiscal management, or
  - d. Violated any provision of law from which the School was not specifically exempted.
- ii. **Procedures and Timeline:** The Commission shall utilize the following revocation process:
  - a. Notify the school at least 7 days prior to a regularly scheduled meeting that it will be on the agenda for consideration of whether to issue a Notice of Intent to Revoke the Charter.
  - b. Issue a written Notice of Intent to Revoke the Charter within 15 days of voting to issue such a notice. The Notice shall:
    - 1. State the legal basis for the potential revocation, and reasonably identify the evidence that the Commission has to support the existence of the legal basis;
    - 2. Identify the date, location, and time at which a revocation hearing will be held;
    - 3. Establish deadlines for the School and the Commission to present written materials and all evidence that will be used during the hearing; and
    - 4. Identify if the hearing will be conducted by the Commission or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the Commission will consider whether to accept, reject, or modify the hearing officer's findings of facts, conclusions of law, and recommendations.
  - c. After a hearing, upon making a final revocation decision, the Commission shall issue a written decision, through the Chair, within 15 days of voting to revoke the charter stating the findings of fact and conclusions of law that support the revocation.

- 5. **Charter Renewal Processes:** Within the time period established by the Act, the School's Governing Body may submit a renewal application to the Commission using the Commission's renewal application form as it may be amended from time to time. The application shall include all information required by law and necessary for the Commission to determine whether renewal, non-renewal, or a conditional or short-term renewal is most appropriate.

- i. **Criteria:** Pursuant to the Act, the Commission may refuse to renew the Charter if the



Commission determines that the school:

- a. Committed a material violation of any of the conditions, standards or procedures set forth in the Contract,
- b. Failed to meet or make substantial progress toward achievement of the Department's standards of excellence or student performance standards identified in the Contract,
- c. Failed to meet generally accepted standards of fiscal management, or
- d. Violated any provision of law from which the School was not specifically exempted.

ii. Procedures and Timeline: The Commission shall utilize the following renewal process:

- a. At least one year prior to the date on which the school will apply for renewal, the Commission's authorized representatives will notify the school of its preliminary renewal profile, as established in the Commission's Accountability Plan which is incorporated herein as Attachment A.
- b. At least 20 days prior to Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the School with a preliminary application analysis and recommendation. The recommendation shall:
  - 1. State the legal basis for potential non-renewal, and reasonably identify the evidence to support the existence of the legal basis; and
  - 2. Establish deadlines for the School to present its written materials and all evidence that will be used to respond to the recommendation, which shall be not less than 10 days from the date of the delivery of the recommendation.
- c. No later than seven (7) days prior to the Commission's meeting at which it will consider the school's renewal application, the Commission's authorized representatives will provide the school with a final application analysis and recommendation.
- d. Upon making a final non-renewal decision, the Commission, through the Chair, shall issue a written decision within 30 days of voting to non-renew the charter stating the findings of fact and conclusions of that support the revocation.

6. **Applicable Law:** The material and services provided by this School under this Charter shall comply with all applicable federal, state, and local laws and shall conform, in all respects, to the educational standards contained in its application and Charter. This Charter shall be governed and interpreted in accordance with the laws of the State.

i. In the event of any conflict among the documents and practices defining this relationship, it is agreed that:

- a. The Contract shall take precedence over policies of either Party and the Charter; and
- b. If a provision in the Performance Framework conflicts with a provision in the

Contract, the Contract shall take precedence over the Performance Framework.

- ii. This Contract shall not take precedence over any applicable provisions of law, rule or regulation.
- iii. In the event of a change in law, regulation, rule, procedure or form affecting the School during the term of this Contract, the Parties shall comply with the change in law, rule, regulation or procedure or utilize the new form, provided.
  - a. If an amendment to this Contract is required to comply with a change in the law or rule, then the Parties shall execute such an amendment.

**7. Charter Interpretation:**

- i. Merger: This Charter and Contract, including all of the attachments, constitute the entire agreement of the Parties. NMSA, Commission policies, and Department policies, and administrative rules and regulations which may be amended from time to time during the course of the Charter, are incorporated into this Charter, along with any amendments which may occur during the term of the Charter, by this reference.
- ii. Waiver: Either party's failure to insist on strict performance of any term or condition of the Charter shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- iii. Severability: The provisions of this Charter are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Charter or Contract.
- iv. Assignment: Neither party may assign or transfer any right or interest in this Charter and Contract unless authorized by law. No assignment, transfer or delegation of any duty of the School shall be made without prior written permission of the Commission.

**8. Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the Commission, the State, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the School or any of its directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such School to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree that is applicable to the School. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the School from and against any and all claims. It is agreed that the School will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This provision shall be subject to annual budget and appropriation by the New Mexico Legislature.

**9. Employees and Contractors:** This Charter is not an employment contract. No officer, employee, agent, or subcontractor of the School is an officer, employee, or agent of the Commission or the Department.

10. **Non-Discrimination:** The School shall comply with all applicable federal and state employment laws, rules and regulations, including the Americans with Disabilities Act. The School shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, sexual orientation, gender identity, spousal affiliation, national origin or disability.
11. **Notices:** Any notice required, or permitted, under the Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail, or three (3) days after mailing to the following:

**Charter School:**

Dr. Arrow Wilkinson  
P.O. Box 669  
Jemez Pueblo, NM 87024  
[awilkinson@walatowahcs.org](mailto:awilkinson@walatowahcs.org)  
(575) 834-0443

**New Mexico Public Education Commission:**

Patricia Gipson  
New Mexico Public Education Commission  
300 Don Gaspar Santa Fe, NM 87505

Kenneth Sando  
2800 Lexington Place NE, Apt 144  
Albuquerque, NM 87112  
[ksando@walatowahcs.org](mailto:ksando@walatowahcs.org)  
[kensando11@hotmail.com](mailto:kensando11@hotmail.com)

The Commission may make changes in the address of its contact person by posting the change(s) on its website.

12. **Dispute Resolution:** Disputes arising out of the interpretation of this Contract shall be subject to the dispute resolution process set forth in this section. Disputes arising out of interpretations of state or federal statute, regulation, or policies of a federal entity or a different state entity, Charter revocation, or Charter renewal shall not be subject to this dispute resolution process.
- i. **Notice of Dispute:** Either party shall notify the other party in writing that a dispute exists between them within 30 days from the date the dispute arises. The notice of dispute shall identify the Paragraph of this Contract in dispute, reasons alleged for the dispute and copies of any documentation that supports the complaining party's position. If the dispute is not timely presented to the other party, the party receiving late notice may elect not to enter into mediation.
  - ii. **Continuation of Contract Performance:** The School and the Commission agree that the existence and details of a dispute notwithstanding, the Parties shall continue without delay their performance of this Contract, except for any performance that may be directly affected by such dispute.
  - iii. **Time limit for response to the notice and cure of the matter in dispute:** Upon receipt of a Notice of Dispute, the Chair of the Commission or the Charter Representative of the Charter School shall have 15 days to respond in writing.
    - a. The written response may:
      - 1. Propose a course of action to cure the dispute;
      - 2. Propose the parties enter into informal discussions to resolve the matter; or

3. Require the parties select a neutral third party to assist in resolving the dispute.
  - b. If no response is received within 15 days, the Party sending the Notice may invoke the process for selecting a neutral third party to assist in resolving the dispute.
  - c. If the written response proposed a course action or negotiations to resolve the dispute, the party sending the Notice shall respond within 15 days or receiving the response.
  - d. At any point in this informal process, either Party may, in writing, invoke the process for selecting a neutral third party to assist in resolving the dispute.
- iv. **Selection of a neutral third party to assist in resolving the dispute:**
  - a. If either Party invokes the process for selecting a neutral third party to assist in resolving the dispute, it shall include in the notice the name of a proposed mediator along with his/her qualifications.
  - b. If the other Party does not agree to the proposed mediator, it shall identify an alternate mediator along with his/her qualifications within 5 business days.
  - c. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days.
  - d. In the event that the Parties cannot agree on a mediator the Parties shall request that the Secretary appoint a mediator. The appointed mediator shall mediate the dispute.
- v. **Apportionment of all costs related to the dispute resolution process:** Each Party shall pay one-half of the reasonable fees and expenses of the mediator. 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.
- vi. **Process for Final Resolution of Dispute:** If settlement of the dispute is not reached through mediation or by agreement of the Parties, the Parties shall submit the matter to the Secretary for resolution.

**13. Non-Availability of Funds:** Every payment obligation of the State under this Charter is conditioned upon the availability of funds continuing to be appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Charter, the Commission may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the Commission, nor the State, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the Commission nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**14. Release of Funding:** A School may not receive state equalization funding until a current NMCI determination, certificate of occupancy, and occupancy permit for educational use are provided for each site listed in Section 4.10. (and each site subsequently approved by the New Mexico Public Education Commission). A School may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission at initial approval and has demonstrated readiness to operate through completion of the Commission's Implementation Year Checklist. Upon request for renewal, the School

may not receive state equalization funding until the Commission has determined that the school has satisfied all conditions imposed by the Commission.

WALATOWA HIGH CHARTER SCHOOL

Executed this 5<sup>th</sup> day of June 2018.

By   
Kenneth Sando, Charter Representative for Walatowa High Charter School

  
Dr. Arrow Wilkinson, Executive Director for Walatowa High Charter School

NEW MEXICO PUBLIC EDUCATION COMMISSION

Executed this 6 day of June 2018.

By   
Patricia Gipson, Chair of the New Mexico Public Education Commission.





## WALATOWA HIGH CHARTER SCHOOL

### CERTIFICATE OF GOVERNING BODY VOTE

This document certifies that on June 5, 2018 at 5:00p.m., a meeting of the Governing Body of Walatowa High Charter School, a New Mexico public charter school, was held at the Walatowa High Charter School.

The meeting and all votes were conducted in compliance with the New Mexico Open Meetings Act.

A quorum of the Governing Body's members being present and voting, it was voted 3 in favor and 0 opposed.

WHCS Governing Board unanimously approved the Charter Contract Between the New Mexico Public Education Commission and Walatowa High Charter School

The members voting in favor were: Sando, Yepa, Gachupin,

Hardy-Out of State \ Wasilewski-Out of Country

The members voting in opposition were: None

I, the undersigned, certify that this is a true copy.

Kenneth Sando

Kenneth Sando, WHCS Governing Board President

Corrine Yepa

Corrine Yepa, WHCS Governing Board Member



## **New Mexico Public Education Commission Charter Performance Review and Accountability System**

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## Introduction

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

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

The New Mexico Charter Schools Act purpose:

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

## Performance Review and Accountability System Objectives

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

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

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

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

## Annual Performance Review Activities

PEC, through its authorized representative(s), evaluates schools on their ability to achieve academic goals with all students while maintaining financial and organizational health. Annual accountability activities are guided by state and federal compliance requirements as well as clear measures of academic progress that allow for a rigorous, state-aligned, fact-based evaluation of school performance.

### Charter School Data Submissions

- Throughout the year, charter schools are required to submit academic, financial, and organizational data to PEC, various PED departments, and other governmental entities.
- Submissions are required for PEC accountability oversight and for compliance with state and federal funding and reporting requirements.
- See Appendix B for a schedule of reports consistently required by the PEC and PED; other reporting may be required if the school is notified by PED, PEC, or other government entities.

### Annual School Visits

- PEC's authorized representative(s) conduct annual site visits to all schools to collect data for the performance framework evaluation and provide feedback as technical assistance. Site visits may be differentiated based on school performance, including academic, financial, and organizational performance.
- New school visits are conducted within the first 40 days after new school opening to collect data for the performance framework evaluation and to provide early feedback and intervention as technical assistance, if necessary.
- Renewal visits are conducted during the fall of the charter school's renewal year and provide additional insights to inform PEC charter school renewal decisions, especially for schools not meeting performance expectations.
- Visits can include a combination of any of the following: file audits, classroom observations, a facility review, and staff, board, and student and family interviews.
- See Appendix C for a summary of the School Visit Protocols.

### Annual Performance Review

- PEC's authorized representative(s) evaluate all schools against the PEC Performance Framework annually, which is comprised of academic, financial, and organizational performance metrics.
- PEC's authorized representative(s) share initial performance framework feedback and evaluations with charter school boards and administrative leaders for review and feedback.
- PEC, through its authorized representative(s), issues any Notices of Concern or Breach related to annual performance reviews.
- PEC approves and publishes Annual Performance Reports for schools.
- See Appendix A for the current PEC Charter School Performance Framework.



## Performance Framework

The PEC Charter School Performance Framework sets the academic, fiscal, and organizational standards by which PEC-authorized public charter schools will be evaluated, informing the PEC and charter school about the school's performance and sustainability. See Appendix A for the current PEC Charter School Performance Framework.

The Performance Framework consists of three separate, free standing frameworks. Performance under these three separate frameworks does not get rolled up into one overall evaluation. No one document necessarily carries more weight than any other.

**Academic Framework:** The academic framework includes measures that allow the PEC to evaluate the school's academic performance and assess whether the academic program is a success and whether the charter school is implementing its academic program effectively. The framework includes measures to evaluate student proficiency, student academic growth, achievement gaps in both proficiency and growth between student subgroups, and for high schools, post-secondary readiness and graduation rate. The PEC considers increases in student academic achievement for all groups of students as one of the most important factors when determining whether to renew or revoke a school's charter. The framework may also include optional, unique, school-identified measures for evaluating mission-specific goals if the PEC approves of the quality and rigor of such proposed indicators and the indicators are consistent with the purposes of the Charter Schools Act.

Based on performance across the academic indicators and measures, schools receive an overall academic tier rating that is used by the PEC in annual monitoring and renewal decisions. The academic framework has four rating tiers. Schools in Tier 1 are exceeding PEC performance expectations and are on par with or exceed the highest-performing schools in the state. Schools in Tier 4 are consistently failing to meet academic performance expectations.

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

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

**Financial Framework:** The financial framework is currently being revised to include more effective measures of financial health. When a new financial framework is developed, school reported financial data will be evaluated on a quarterly basis and the Performance Framework will be populated with the most recent data. This internal school data is not final, but will be

used by the PEC as a preliminary evaluation for progress monitoring improvements in financial health and/or act as a flag for potential financial problems or concerns.

A final performance framework will be populated after final audited end-of-year cash amounts are available from the annual external audit. The final framework will be used to evaluate whether the school is meeting financial performance expectations for purposes of annual evaluations and renewal decisions.

The current financial framework requires schools to annually, in August, submit a completed and signed self-reported questionnaire. The questionnaire includes a series of questions about organizational performance as it relates to financial management practices. Several of the questions in the current financial framework are included in the revised organizational framework as indicators.

## Intervention Ladder

PEC is responsible for holding charter schools accountable for the performance and legal compliance of charter schools under their authority. To meet this obligation, PEC has adopted an intervention ladder to communicate concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

In the absence of evidence to the contrary, all schools are considered to be in **Good Standing**. Schools in good standing are expected to participate in routine annual accountability activities and maintain open communication with PEC and its authorized representative(s).

### Notice of Concern

Schools may receive a **Notice of Concern** if the PEC and/or its authorized representative receives a verified complaint of significant concern, or if the annual performance review or site visit identifies significant questions or concerns about academic, financial, or organizational performance; such as a Tier 4 rating on the academic framework or a finding of “not meeting expectations” on an organizational indicator. PEC’s authorized representative(s) will communicate with school leaders, parents, and any other necessary stakeholders to verify complaints.



PEC will issue a Notice of Concern at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Concern at least 10 days prior to the meeting. As part of issuing a Notice of Concern, the PEC will establish expected outcomes and deadlines<sup>1</sup> that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter<sup>2</sup> in which case the deadline shall be no less than 72 hours.

Upon remedying the concern and complying with the expectations established by the PEC, the school returns to **Good Standing**. If the PEC’s expectations and deadlines are not met, the school progresses to the next level of the intervention ladder.

### Notice of Breach

A school can receive a **Notice of Breach** if it fails to correct a Notice of Concern or for certain violations of law that are serious enough to justify a heightened initial response.



PEC will issue a Notice of Breach at a properly noticed public meeting. PEC’s authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Breach at least 10 days prior to the meeting. As part of issuing a Notice of Breach, the PEC will establish expected outcomes and deadlines<sup>1</sup> that must be met by the school. The deadline established for correction shall be no less than 10 days including holidays and weekends, unless the matter is an emergency matter<sup>2</sup> in which case the deadline shall be no less than 72 hours.

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<sup>1</sup> Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

<sup>2</sup> An “emergency” refers to unforeseen circumstances that, if not addressed immediately by the public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body

Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. PEC’s authorized representatives will monitor the school’s implementation of Corrective Action and Improvement Plans, and regularly update PEC on progress. Once the school has met the Notice of Breach requirements, they return to **Good Standing**. Repeated Notices of Concern or Breach may lead to increased oversight, including additional annual site visits or regular phone calls to discuss key performance indicators.

#### **Revocation Review**

Failure to meet the requirements specified in the Notice of Breach, or certain violations of law that are serious enough to justify an initial heightened response, will result in a charter school **Revocation Review**. Schools may also be subject to the Revocation Review if they receive more than one Notice of Breach in the same school year.

PEC will issue a Notice of Revocation Review at a properly noticed public meeting. Unless impractical, PEC's authorized representative(s) shall provide schools notice that they will be appearing on the PEC’s agenda for the purposes of issuing a Notice of Revocation Review at least 10 days prior to the meeting. As part of issuing a Notice of Revocation Review, the PEC will establish the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation. The actions of the PEC’s authorized representative may include additional visits to the school, an in-depth audit to assess the school’s educational program, and/or financial and organizational health, or other actions appropriate to determine if a revocation hearing is appropriate.

Findings from the revocation review will be presented to the PEC at a properly noticed public meeting, at which will determine whether to issue a Notice of Intent to Revoke, which sends the school into revocation proceedings. In lieu of a Notice of Intent to Revoke, the PEC may decide to grant a Notice of Breach, or a revised Notice of Breach. A revised Notice of Breach will allow a school more time to achieve expected outcomes established in an initial Notice of Breach or adjust the expected outcomes initially established by the PEC.

In extraordinary circumstances, the PEC may forgo the process outlined above and may, with proper statutory notice, consider whether to hold a revocation hearing or hold a revocation hearing.

The table on the following page provides examples regarding triggers and evidence, and actions and consequences; however, the table shall not be considered exclusive.

#### Revocation Review

Intervention Status	Triggers/Evidence	Actions/Consequences
<b>Notice of Concern</b>	<ul style="list-style-type: none"> <li>• Failure to meet performance standards represented in the performance framework.</li> <li>• Receipt of verified complaint of significant concern.</li> <li>• Evidence of not meeting performance expectations through routine monitoring or school visit.</li> <li>• Failure to comply with terms of the charter.</li> </ul>	<ul style="list-style-type: none"> <li>• Appearance before the Public Education Commission at public meeting.</li> <li>• Letter to school leader and governing board detailing areas of concern and specific outcomes and timeline for correcting the performance gap.</li> </ul>
<b>Notice of Breach</b>	<ul style="list-style-type: none"> <li>• Failure to meet objectives identified in a Notice of Concern.</li> <li>• Evidence of material or significant failure to comply with applicable laws.</li> <li>• Actions or operational deficiencies that may endanger the well-being of students and/or staff, or negatively impact the viability of the school.</li> </ul>	<ul style="list-style-type: none"> <li>• Appearance before the Public Education Commission at public meeting.</li> <li>• Letter to school leader and governing board giving notification of breach and outlining additional terms of oversight and monitoring.</li> <li>• School develops, submits, and implements a Corrective Action or Improvement Plan with specific improvements, objectives, timelines, measures that results in correction of the breach.</li> <li>• PEC, through authorized representative(s), monitors implementation of Corrective Action or Improvement Plan.</li> </ul>
<b>Revocation Review</b>	<ul style="list-style-type: none"> <li>• Failure to successfully meet the terms of the Corrective Action or Improvement Plan.</li> <li>• Repeated failure to meet the material terms of the charter agreement.</li> <li>• Illegal behavior, fraud, misappropriation of funds.</li> <li>• Extended pattern of failure to meet performance expectations set forth in the charter agreement.</li> <li>• Repeated failure to comply with applicable law.</li> </ul>	<ul style="list-style-type: none"> <li>• Appearance before the Public Education Commission at public meeting.</li> <li>• The PEC's authorized representative(s) may conduct additional site visits to the school and/or conduct an in-depth audit to assess the school's educational program, and/or financial and organizational health.</li> <li>• The PEC's authorized representative(s) review and preparation of recommendation to revoke, or not to revoke, the charter.</li> <li>• PEC reviews recommendations and makes decision to commence or not commence revocation proceedings.</li> </ul>



## **Charter Renewal**

As part of renewal consideration, PEC will consider a schools' annual school performance, school visit reports, information contained in the school's renewal application, and other relevant information in their decisions. Renewal decisions are based on the statutory standards in Section 22-8B-12(K) New Mexico Statutes Annotated.

After the final performance evaluation is completed for each year of its contract, a school will receive notice of whether it is on track for a renewal recommendation for 1) expedited renewal, 2) full renewal, 3) renewal with conditions, or 4) non-renewal. When the school has two years remaining on its contract term, the PEC's authorized representative(s) will provide the school with a Preliminary Notification of Renewal Profile. These notices are based on the school's performance profile over the contract term and the renewal performance profiles on page 11 of this Charter Performance Review and Accountability System. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

After final school performance data is released for the year prior to the school's renewal year, the school will receive a final notice of its renewal profile. Schools that have an Expedited Renewal Profile will have limited submission requirements and a limited site visit.

### **Renewal Decision Criteria**

PEC decisions on charter school renewal will be based on an analysis of the following questions:

1. Is the school an academic success or making progress toward academic success? (Academic Framework)
2. Is the school an effective, viable organization? (Organizational Framework)
3. Is the school fiscally sound? (Financial Framework)

Staff providing support to the PEC will develop renewal recommendations based on the cumulative performance of the charter school over the contract term. The PEC will consider the following sources of evidence for renewal decisions, including any additional factors highlighted in the charter school renewal application.

### **Renewal Evidence Sources**

- Annual performance reports, which constitute a report on the status in relation to meeting the academic performance, financial compliance and governance responsibilities of the charter school, including achieving the goals, objectives, student performance outcomes, state standards of excellence and other terms of the charter contract, including the accountability requirements set forth in the Assessment and Accountability Act;
- School developed reports, for schools not meeting the above standards, on the progress toward meeting the established standards;
- Evidence gathered that confirms or does not confirm the school developed reports identified above;
- A financial statement that discloses the costs of administration, instruction and other spending categories for the charter school that is understandable to the general public, that allows comparison of costs to other schools or comparable organizations and that is in a format required by the department;
- Petitions of support; and
- Facility assurances.

## Renewal Outcomes

Staff providing support to the PEC will recommend one of four renewal outcomes (profiles) for PEC to consider. Although renewal recommendations will be guided by the performance profiles described below, the PEC has ultimate authority to make any renewal decision that is consistent with New Mexico charter school law.

Renewal Decision	Renewal Performance Profile <sup>3</sup>	Renewal Terms
<b>Expedited Renewal<sup>4</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• Maintain Tier 1 or 2 rating for previous four years of the charter contract</li> </ul>	Five-year term with no additional conditions outside normal charter contract; streamlined renewal application and review process
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Meet Expectations for previous four years of the charter contract</li> </ul>	
<b>Full Renewal<sup>5</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• Earn no Tier 4 ratings or overall “F” grade from NM PED within the past three years, and</li> <li>• Either: <ul style="list-style-type: none"> <li>○ Maintain Tier 1 or 2 rating for at least three of past four years, or</li> <li>○ Demonstrate consistently improving Tier rating over the last 3 years</li> </ul> </li> </ul>	Five-year term with no additional conditions outside normal charter contract
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Meet Expectations for the last two years, or</li> <li>• Meet Expectations for at least three of past four years</li> </ul>	
<b>Renewal with conditions<sup>6</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• Earn Tier 4 performance rating for two or more years during the last four years but not in both of the last two years, or</li> <li>• Earn Tier 3 or 4 rating for three of the past four years, or</li> <li>• Earn two or more Tier 3 or 4 ratings and demonstrate declines in Tier rating in any of the last two years</li> </ul>	Three- or five-year renewal term with defined goals for school improvement on academic, organizational, and/or financial frameworks
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Earn “did not meet” expectations for two or more years including one of the last two years</li> </ul>	
<b>Non-Renewal<sup>7</sup></b>	<b>Academic</b> <ul style="list-style-type: none"> <li>• Earn Tier 4 performance rating for past two years, or</li> <li>• Earn Tier 4 performance rating for three or more years during the last four years including the most recent</li> </ul>	Recommendation for non-renewal
	<b>Organizational / Financial</b> <ul style="list-style-type: none"> <li>• Earn “did not meet” expectations for three or more years during the last four years including the most recent year</li> </ul>	

<sup>3</sup> PEC renewal decisions will be guided by performance profiles, but PEC has ultimate authority to make any renewal decision that is consistent with New Mexico charter school law.

<sup>4</sup> When considering schools currently in a contract with a term of less than 5 years, the expedited renewal profile criteria are 1) Maintain Tier 1 academic rating for the contract term, and 2) maintain Meets Expectations for organizational and financial performance for the contract term.

<sup>5</sup> When considering schools currently in a contract with a term of less than 5 years, the full renewal profile criteria are 1) in the academic framework either a) demonstrate a consistently improving Tier rating over the term of the contract or b) maintain at least Tier 2 rating for the contract term, and 2) earn Meets Expectations for organizational and financial performance for the year prior to the renewal year.

<sup>6</sup> When considering schools currently in a contract with a term of less than 5 years, the conditional renewal profile is for schools that do not fall into any other renewal profile.

<sup>7</sup> When considering schools currently in a contract with a term of less than 5 years, the non-renewal profile 1) earned a Tier 4 academic performance rating for the year prior to the renewal year or 2) earn Does Not Meet Expectations for organizational or financial performance for the year prior to the renewal year.

## Renewal Process Steps

Renewal Process Steps	Timing (Final Year of Charter Contract)
Final Notice of Renewal Profile	Summer – After School Performance Data Released
Renewal Application by the School	<b>Options:</b> August 1, September 1, or October 1
Renewal Site Visit	<b>Dependent on submission date:</b> August, September, or October
Additional Requests for Information	As needed
Final Renewal Report	<b>At least 5 days before PEC Vote</b>
PEC Renewal Vote	<b>Dependent on submission date:</b> October, November, or December
New Contract Negotiation	Spring

### Annual Performance Evaluations

After the final performance evaluation is completed for each year of its contract, a school will receive notice of whether it is on track for a renewal recommendation for 1) expedited renewal, 2) full renewal, 3) renewal with conditions, or 4) non-renewal. At least one year prior to the date the school will apply for renewal, the PEC's authorized representative(s) will provide the school with a Preliminary Notification of Renewal Profile. These notices are based on the school's performance profile over the contract term and the renewal performance profiles on page 11 of this Charter Performance Review and Accountability System. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

After final school performance data is released for the year prior to the school's renewal year, the school will receive a final notice of its renewal profile. Schools that have an Expedited Renewal Profile will have limited submission requirements and a limited site visit.

### Renewal Profile

The first stage of the formal renewal process is the preparation by the PEC's authorized representative(s) of school-specific renewal profiles. The Renewal Profiles are based on the record of the charter school's academic, financial and organizational performance as reported in their **Annual Performance Reports** and in alignment with any prior renewal or approval conditions. Renewal Profiles will be provided to the school in the late summer of the final year of the school's charter term. The profiles are based on evidence collected over the contract term and publicly available information. Schools eligible for expedited renewal will be identified during this phase. At this time in the process, all schools will be aware of the performance profile and thus the renewal recommendations from the staff supporting the PEC. The renewal application will provide the school an opportunity to submit and prepare a response to the potential renewal action.

### Renewal Application by the School

The Renewal Application provides schools the opportunity to provide an overview of school progress and a response to the potential renewal action, if performance expectations have not been met during the contract term. It is the goal of the Commission, to the extent possible, to decrease the burden from the preparation of the Renewal Application.

Schools eligible for expedited renewal will not be required to submit some sections of the renewal application. Annually, the Public Education Commission reviews and, as necessary, revises the renewal application. The current renewal application is available [on the Applications and Requests Section of](#) the PEC website.

#### Renewal Site Visit

The PEC's authorized representatives will conduct at least one Renewal Site Visit during the renewal process. The purpose of the Renewal Site Visit is to test, verify and/or supplement the information provided in the school's Renewal Application. The information obtained through the Renewal Visit will be considered with all other evidence at the time of the renewal decision by the PEC. Appendix C provides more detailed information regarding site visits.

Schools eligible for expedited renewal may be eligible to receive a site visit that utilizes a modified protocol focused on gathering community feedback and verifying any outstanding performance corrections. Site visits will also be used to investigate any significant concerns that may arise during the renewal period.

#### Additional Requests for Information

At any time during the renewal process, the PEC and/or its authorized representatives may request additional information from the school in an effort to fully inform the renewal decision.

#### Final Renewal Report

Staff supporting the PEC will prepare a renewal report once all renewal review activities are completed. The report will be provided to the school at least 5 days before the matter is put to a vote by the PEC so that the school has a final opportunity to prepare and submit a response to the information in the report.

#### PEC Renewal Vote

The PEC reviews and votes on each Renewal at a properly noticed public meeting. The public may offer comments to the PEC during the public participation section of PEC meeting regarding each renewal. After each decision, the PEC issues a written notice to the school detailing the renewal decision.

#### New Contract Negotiation

When renewal is granted by the PEC, the PEC, directly or through its authorized representatives, and the school negotiate a contract for the new term. The contract negotiation will address the school mission, any material terms that limit charter activities (e.g., enrollment cap, grade levels) or material terms that establish explicit program requirements (e.g., STEAM, PBL, vocational education). The contract negotiation may also include additional rigorous, valid and reliable mission specific indicators, which may not to be duplicative of required state assessments but must measure achievement of the school's specific mission.

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#### **Expedited Renewal**

Schools that have maintained a Tier 1 or 2 rating for previous four years of the charter contract and earned a "met expectations" rating on the organizational and financial frameworks for the previous four years are eligible for an **expedited renewal process**. The expedited process will include all of the renewal activities described above, but will include a modified renewal application and a condensed renewal site visit as appropriate.

## **Appendix A: Performance Frameworks**

# **ACADEMIC PERFORMANCE FRAMEWORK**

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

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

## **Description of Academic Framework Indicators and Measures**

<b>Indicator 1: Components from NM A-F School Grading System</b> The PEC considers charter school performance on each of the components of the NM PED A-F grading system.		<b>Weight<sup>8</sup></b>	
<b>Measure</b>	<b>Description</b>	<b>Elem</b>	<b>High</b>
1.1 Current Standing	Current Standing is a two-part measure of the status of a school in the current year. The two parts are composed of: 1) the percentage of students who are proficient on state assessments in math and reading, and 2) a score based on a growth model that accounts for prior scores. The measure of student growth (Value-Added Modeling) looks at school size, student mobility, and prior student performance to predict expected performance based on actual peer performance in the current year. The growth is expressed as the variance from the expected performance.  For schools that qualify as SAM schools, an offset (based on the mean deviation of scaled scores for SAM schools) is applied during the calculation of the value added modeling portion of current standing.	30%	25%
1.2 School Growth (Value-Added)	This value-added modeling measure reports overall school growth (overall weighted mean score variance from predicted overall weighted mean score) based on school size, and prior schoolwide mean performance. This measure is calculated in the same way as the growth measure in current standing, but it calculated at the school level instead of the student level.	15%	5%
1.3 Growth of Higher-Performing Students (Q3)	These value added modeling measure are calculated in the same way as the growth measure in current standing, but are calculated separately for two student subgroups. The two student subgroups are the lowest-performing 25% of students and the higher-performing students (top 75%).	5%	5%
1.4 Growth of Lowest-Performing Students (Q1)		5%	5%
1.5 Graduation (4,5,	The graduation measure includes 4-year, 5-year, and 6-year	N/A	10%

<sup>8</sup> For any school that is eligible to have additional weighting allocated to Indicator 3: School-Specific Goals, the weight of all other indicators will be decreased by an equal amount.

and 6-year rates; value added)	<p>cohort graduation rates and improvement in the 4-year graduation rate.</p> <p>Graduation rates are one-year lagged. That is, the rates that are published in the school grade report are for the cohort that graduated by August 1 of the prior year. Students are expected to graduate in four years, however rates are calculated for 5- and 6- year graduates. Calculation of 4-year, 5-year, and 6-year cohort graduation rates uses the <i>Shared Accountability</i> method, which gives each school in which the student was enrolled in high school proportional credit for their timely or lack of timely graduation.</p> <p>Improvement in the 4-year graduation rate is based on the slope of the 4-year graduation rates for the past three years. For schools that have a 4-year graduation rate that is over 90%, all points are awarded for graduation growth.</p> <p>For schools that qualify as SAM schools, an auxiliary graduation rate is computed using a senior completer method which includes only 12th grade students who are not members of the 4-year cohort. The denominator is comprised of the count of 12th graders in the first enrollment snapshot (40D). The numerator is derived from the count of all non-cohort students who graduated by the end of the year (EOY snapshot). Using this method, schools receive feedback on their success in graduating returning dropouts and adults whose cohort has long since aged from the system.</p>		
1.6 Career and College Readiness	<p>College and Career Readiness (CCR) scores are determined by the percentage of the prior year 4-year graduation cohort members (this indicator is also one-year lagged) who show evidence of participating in college or career preparation, along with the proportion of those students meeting a benchmark. This indicator is also calculated using the shared accountability model.</p> <p>High school students are expected to participate in at least one college or career readiness program: 1) College entrance exams (Accuplacer, ACT, ACT Aspire, Compass, PLAN, PSAT, SAT, or SAT Subject Test) 2) Evidence that the student can pass a college-level course (Advanced Placement, Dual Credit, or IB) 3) Eligibility for an industry-recognized certification (Career Technical Education) Points are given separately for students' participation and for their success in achieving targets.</p> <p>SAM schools are allowed use of additional indicators including ASVAB, WorkKeys, and TABE.</p>	N/A	10%
1.7 Opportunity to Learn (Attendance, Survey)	<p>Opportunity to Learn (OTL) represents the learning environment schools provide. It is determined from student attendance and scores on a student or parent survey administered annually.</p> <p>The expected attendance rate is 95%. Schools that have higher</p>	5%	5%



	<p>than a 95% attendance rate can earn more than the total number of points available.</p> <p>The survey measures the extent to which classroom teachers demonstrate instructional practices known to facilitate student learning. Students answer survey questions on topics such as classroom teaching and expectations of students. The survey contains 10 questions with answers from 0 (Never) to 5 (Always) for a maximum score of 50. For students in grades KN-2, a parent or family member completes the survey. The expected average score is 45 points, schools that earn more than 45 points can earn more than the total number of available points.</p>		
Source: New Mexico PED A-F School Grading Technical Guide			

<b>Indicator 2: Subgroup Performance</b> Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades. Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, and 2.3.		<b>Weight<sup>1</sup></b>	
<b>Measure</b>	<b>Description</b>	<b>Elem</b>	<b>High</b>
2.1 Subgroup Growth of Higher-Performing Students (Q3)	Schools are compared to all schools statewide serving the same grade levels, based on the A-F Student Growth results calculated by NM PED for Q3 students.	10%	7.5%
2.2 Subgroup Growth of Lowest-Performing Students (Q1)	Schools are compared to all schools statewide serving the same grade levels, based on the A-F Student Growth results calculated by NM PED for Q1 students.	10%	7.5%
2.3 Subgroup Proficiency	Schools are compared to all schools statewide serving the same grade levels, based on subgroup proficiency rates for all eligible subgroups.	10%	10%

<b>Indicator 3: School-Specific Goals</b> The performance framework allows for the inclusion of additional rigorous, valid and reliable indicators (as determined by the chartering authority) proposed by a charter school to augment external evaluations of its performance. ( <i>Section C of 22-8B-9.1(C) NMSA 1978</i> )		<b>Weight<sup>9</sup></b>	
<b>Measure</b>	<b>Description</b>	<b>Elem</b>	<b>High</b>
TBD = School identified	<p>Charter schools may propose <b>mission-specific goals</b> that are specific, measurable and rigorous, School-proposed goals are subject to approval by the PEC and are incorporated into charter contracts.</p> <p><i>PEC guidance for setting school goals:</i></p> <ol style="list-style-type: none"> <li>1. Use a SMART goal format (specific, measureable, attainable, rigorous, and time-bound)</li> </ol>	10%	10%

<sup>9</sup> A school shall be eligible to have additional weighting allocated to Indicator 3: School-Specific Goals, if the proposed indicator is Reliable (additional 5 points of weight) and Rigorous (additional 5 points of weight).

	<ol style="list-style-type: none"> <li>2. Include metrics and measures using the following criteria: “Exceeds standards,” “Meets standards,” “Does not meet standards,” and “Falls far below standards.”</li> <li>3. Set goals that <i>augment external evaluations of school performance</i> and do not duplicate existing framework measures.</li> <li>4. Goals must be able to be documented and supported using objective, verifiable evidence of results.</li> <li>5. If using additional assessments: <ol style="list-style-type: none"> <li>a. Proficiency and growth targets may not be combined.</li> <li>b. Only utilize assessments that have been evaluated for rigor and have a reporting format that can be verified for accuracy; the appropriate PED bureaus and divisions should be consulted for information on rigor and accuracy.</li> <li>c. Additional assessments must be aligned to school mission.</li> <li>d. Do not propose duplicative reading and math goals, which are already assessed using state assessments and incorporated into Indicators 1 and 2.</li> </ol> </li> </ol> <p><b><i>Additional Weight for Indicator 3: School-Specific Goals</i></b></p> <p><i>If a school proposes to use an assessment or other measure that is an externally, national- or state-normed metric (e.g. ACT, SAT, ACCESS for ELLs, Spanish IPT), it shall be eligible to have 5 points of weight equally removed from all other indicators and applied to the school specific indicators.</i></p> <p><i>If a school proposes ambitious but realistic targets that have been established using a valid benchmark (e.g. comparison to national/state average, improvement from school historic performance), it shall be eligible to have 5 points of weight equally removed from all other indicators and applied to the school specific indicators.</i></p>		
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## Summary of Indicator Rating System and Assigned Points

Schools receive up to 100 points for each academic measure. The average weighted points across the framework are used to assign the overall rating (tier).

Indicators	Description	Rating Scale	Assigned Points	Total Weight?	
				Elem	High
Indicator 1: Components from NM A-F School Grading System	The PEC considers charter school performance on each of the components of the NM PED A-F grading system	A - F grade for each component of the NM grading system	A = 100 pts B = 75 pts C = 50 pts D = 25 pts F = 0 pts	60%	65%
Indicator 2: Subgroup Performance	Subgroup measures are based on the school's relative performance (statewide percentile rank) compared to all NM public schools serving the same grades. Points assigned for each subgroup are averaged to calculate overall points for measures 2.1, 2.2, and 2.3	State Percentile Rank (1-100%)	Equal to State Percentile Rank (1-100 pts)	30%	25%
Indicator 3 <sup>10</sup> : School-Specific Goals	Charter schools may propose <b>mission-specific goals</b> and/or supplemental <b>academic goals</b> that are specific, measurable and rigorous.	Four rating categories:  1) Exceeds standard 2) Meets standard 3) Does not meet standard 4) Falls far below standard	Exceeds = 100 pts Meets = 75 pts Does not meet = 25 pts Falls far below = 0 pts  <i>Or by alternative point assignment agreed to by charter school and PEC</i>	10%	10%

<sup>10</sup> A school shall be eligible to have additional weighting allocated to Indicator 3: School-Specific Goals, if the proposed indicator is Reliable (additional 5 points of weight) and Rigorous (additional 5 points of weight).

Based on performance across the academic indicators and measures, schools receive an overall academic tier rating that is used by the PEC in annual monitoring and renewal decisions.

Tier 1	<ul style="list-style-type: none"><li>• School is <b>exceeding</b> PEC academic performance expectations and is on par with the highest-performing schools in the state.</li><li>• (85 to 100 percent of possible total weighted points)</li></ul>
Tier 2	<ul style="list-style-type: none"><li>• School is consistently <b>meeting</b> PEC academic performance expectations.</li><li>• (50 to 84 percent of possible total weighted points)</li></ul>
Tier 3	<ul style="list-style-type: none"><li>• School is <b>not meeting</b> expectations for one or more of the academic indicators. <b>Possible intervention.</b></li><li>• (16 to 49 percent of possible total weighted points)</li></ul>
Tier 4	<ul style="list-style-type: none"><li>• School is <b>falling far below</b> academic performance expectations. <b>Intervention; possible revocation.</b></li><li>• (0 to 15 percent of possible total weighted points)</li></ul>

# **ORGANIZATIONAL PERFORMANCE FRAMEWORK**

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

NACSA Principles & Standards (2012) states that,

"A Quality Authorizer implements an accountability system that effectively streamlines federal, state, and local...compliance requirements while protecting schools' legally entitled autonomy and minimizing schools' administrative and reporting burdens" (p. 16).

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

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

## **Meets Standard:**

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

## **Working to Meet Standard:**

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

## **Does Not Meet Standard:**

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

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

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
<b>1. EDUCATIONAL PROGRAM REQUIREMENTS</b>		
1.a. Is the school implementing the material terms of the approved charter application as defined in the Charter Contract?	<ul style="list-style-type: none"> <li>School's mission is being implemented. <i>Article VIII. Section 8.01.(a)(ii)</i></li> <li>The school has documentation/evidence that it is implementing its educational programs. <i>Article VIII. Section 8.01.(a)(iii)</i></li> <li>The school has documentation that demonstrates that it is implementing its parent, teacher and student-focused terms. <i>Article VIII. Section 8.01.(a)(iv), (v), (vi)</i></li> <li>The school stays within its enrollment cap at all times and serves only the approved grade levels. <i>Article VIII. Section 8.01.(a)(i) and (vii)</i></li> </ul>	YES
1.b. Does the school comply with state and contractual assessment requirements?	<ul style="list-style-type: none"> <li>The school administers all required state assessments, including but not limited to: <i>NMSA 22-2C-4(E)</i> <ul style="list-style-type: none"> <li>Grade level math and reading assessments</li> <li>Subject based end of course exams</li> <li>Early childhood assessments</li> <li>English Learner screening and progress monitoring assessments</li> <li>National performance assessments, when selected, and</li> <li>Language assessments for bi-lingual programs.</li> </ul> </li> <li>The school administers all required contractual assessments (specified in contract/performance framework that are still applicable).</li> <li>The school ensures assessment accommodations are properly administered to all eligible students.</li> <li>The school complies with assessment training requirements: <i>NMAC 6.10.7.8 and 9</i> <ul style="list-style-type: none"> <li>Has an identified District Test Coordinator (DTC)</li> <li>DTC attends all required trainings, and</li> <li>DTC annually provides training for all district personnel involved in test administration, preparation, and security.</li> </ul> </li> </ul>	NO

<sup>11</sup> Criteria statements noted in blue will be evaluated during the site visit. Criteria statements in green will be evaluated using information from PED bureaus, or otherwise available. Criteria statements in red will be evaluated using complaints. Criteria statements in black require the school to report data.

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
1.c. Is the school protecting the rights of students with special needs? <i>(Note: These provisions include only students with disabilities.)</i>	<ul style="list-style-type: none"> <li>The school is in 100% compliance with the Special Education Bureau identified indicators. (34 CFR § 300.600 (a)(2) and Subsection F of 6.31.2.9 NMAC.)</li> <li>The school has <b>not</b> been the subject of a due process hearing that resulted in a finding of noncompliance during the current school year.</li> <li>The school has <b>not</b> been cited for noncompliance with applicable federal and state special education rules and regulations as the result of a state-level parental complaint during the current school year.</li> <li>The school is in compliance with all terms of any corrective action plan that resulted from a state-level complaint.</li> <li>The school has received no OCR complaints determined to be valid and demonstrate a students' rights were violated. (NMSA 22-8B-4)</li> </ul>	NO
1.d. Is the school protecting the rights of English Learner students?	<ul style="list-style-type: none"> <li>The school has no complaints that have been evaluated and found to be valid complaints that indicate an EL student's or families' rights have been violated. (NMSA 22-8B-4 (A))</li> <li>The school does not have a major discrepancy (&gt;5%) between ELs identified and assessed as monitored by the Language and Culture Bureau, or is able to provide appropriate documentation and explanation for such a discrepancy.</li> <li>All EL students must be provided services as evidenced by STARS data reporting for services coded as 1062 (ESL) or 1063 (ELA/ELD), or must be coded as a parent refusal and have documentation to support the refusal as monitored by the Language and Culture Bureau.</li> <li>The school has received no OCR complaints determined to be valid that demonstrate a students' rights were violated. (NMSA 22-8B-4)</li> </ul>	NO
1.e. Does the school comply with federal and state grant program requirements?	<ul style="list-style-type: none"> <li>Annually the school meets program requirements for all PED and federal grant programs it implements. (e.g., Perkins, K-3 plus, truancy coaches, 4RFuture, Title funding, etc.)</li> <li>The school is responsive to findings of non-compliance in accordance with deadlines.</li> </ul>	NO



Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
1.f. Does the school implement an Educational Plan for Student Success (NMDASH)?	<ul style="list-style-type: none"> <li>The school has an active core team engaged in the DASH process.</li> <li>The school is implementing their annual and 90-day plans, as evaluated through reviewing evidence and school/adult actions during the site visit.</li> </ul> <p><i>Only applicable for schools rated as Tier 3 or Tier 4 on the Academic Performance Framework evaluation, earning an "F" letter grade, or meeting criteria to be identified as TSI, CSI, or MRI or schools that are required to implement an NMDASH plan by a PEC Corrective Action Plan.</i></p>	YES
<b>2. FINANCIAL MANAGEMENT AND OVERSIGHT</b>		
2.a. Is the school meeting financial reporting and compliance requirements?	<ul style="list-style-type: none"> <li>The school submits all budget request documents and budget approval documents to the PED according to PED's established deadlines. (NMSA 22-8-6.1 and 10.)</li> <li>The school submits quarterly (or monthly) reports according to PEDs established deadlines. All required reports are posted to the school's website. (NMSA 22-8-6.1 and 10)</li> <li>The school submits an Audit CAP to the PED Audit Bureau within 30 days of the release of the audit. The school responds to all requests by the PED Audit Bureau regarding the CAP in accordance with deadlines.</li> <li>The school, if subject to a T&amp;E audit, has no more than a .06 difference in reported and audited T&amp;E.</li> </ul>	NO
2.b. Is the school following Generally Accepted Accounting Principles?	<ul style="list-style-type: none"> <li>The school received an unmodified audit opinion for the last audit.</li> <li>The school's last audit opinion is devoid of significant findings, material weaknesses, significant internal control weaknesses, or findings related to waste, fraud, or abuse.</li> </ul>	NO
2.c. Is the school responsive to audit findings?	<ul style="list-style-type: none"> <li>The school's last audit is devoid of any multi-year repeat findings.</li> <li>School implements Audit CAP as submitted, as evaluated through reviewing evidence and school/adult actions during the site visit.</li> </ul>	YES
2.d. Is the school managing grant funds responsibly?	<ul style="list-style-type: none"> <li>The school submits at least 10% of RFRs to the PED in each quarter.</li> <li>The school expends at least 99% of grant funds for all accounts without reversion.</li> </ul>	NO

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
2.e. Is the school adequately staffed to ensure proper fiscal management?	<ul style="list-style-type: none"> <li>The school has a licensed business manager at all times during the school year; and demonstrates stability in this position (no more than 1 change within a year).</li> <li>The school has a certified State Procurement Officer and all changes are reported to the State Purchasing Agent in accordance with deadlines. (NMSA 13-1-95.2)</li> <li>The governing council's audit committee and finance subcommittee are properly constituted and meet as required. (NMSA 22-8-12.3)</li> </ul>	NO
<b>3. GOVERNANCE AND REPORTING</b>		
3.a. Is the school complying with governance requirements?	<ul style="list-style-type: none"> <li>The governing body meets membership requirements: NMSA 22-8B-4; PEC policy <ul style="list-style-type: none"> <li>Maintains at least 5 members</li> <li>Complies with governance change policy</li> <li>Notifies PEC of board membership changes within 30 days, with complete documentation, and</li> <li>Fills all vacancies within 45 days, or 75 days, if extension is requested by school.</li> </ul> </li> <li>All members of the governing body complete all training requirements in accordance with established deadlines. (NMAC 6.80.5.8 and 9)</li> <li>The governing body has not received any OMA complaints (by the AG's office) that were evaluated and found to be verified complaints of OMA violations. (NMSA 10-15-1 and 3)</li> </ul>	NO
3.b. Is the school complying with nepotism and conflict of interest requirements?	<ul style="list-style-type: none"> <li>The school is free of nepotism concerns regarding the governing board and demonstrates compliance with nepotism statute and the school's own nepotism policy, as verified through file reviews on the site visit or when otherwise necessary.</li> <li>The school is free of conflict of interest concerns and demonstrates compliance with conflict of interest statute and the school's own conflict of interest policy, as verified through site visit file reviews or when otherwise necessary.</li> </ul>	YES
3.c. Is the school meeting reporting requirements?	<ul style="list-style-type: none"> <li>The school complies with reporting deadlines from the PED, PEC, and other state agencies.</li> </ul>	NO

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
<b>4. STUDENTS AND EMPLOYEES</b>		
4.a. Is the school protecting the rights of all students?	<ul style="list-style-type: none"> <li>The school has received no complaints determined to be valid that demonstrate the school's lottery, admission, and enrollment practices are unfair, discriminatory, or legally non-compliant and a review of lottery, admission, and enrollment policies demonstrates compliance with legal requirements. (<i>Contract Section 8.03 (a)-(e)</i>)</li> <li>The school has received no complaints determined to be valid that demonstrate the school's discipline hearings and practices are not conducted in accordance with law and due process. (<i>NMAC 6.11.2. 1, et seq.</i>)</li> <li>The school has received no complaints determined to be valid that demonstrate the school fails to respect students' privacy, civil rights, and constitutional rights, including the First Amendment protections and the Establishment Clause restrictions prohibiting schools from engaging in religious instruction.</li> <li>The school has received no complaints determined to be valid that demonstrate the school fails to comply with the requirements of the McKinney Vento Act and protects the rights of students in the foster care system.</li> <li>The PED has no information to indicate that the school does not have a board-approved complaint policy and dispute resolution process per 6.10.3D NMAC</li> </ul>	NO
4.b. Does the school meet attendance, retention, and recurrent enrollment goals for students?	<ul style="list-style-type: none"> <li>The school meets the 95% average daily attendance goal, or is able to demonstrate successful efforts to improve attendance among student body.</li> <li>The school maintains at least 80% retention of enrolled students from date of enrollment until the end of the school year, or students who leave prior to the end of the year are classified as graduates, completers, or have earned their GEDs.</li> <li>The school retains at least 70% of students eligible to reenroll between school years.</li> </ul>	YES

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
4.c. Is the school meeting teacher and other staff credentialing requirements?	<ul style="list-style-type: none"> <li>• All employees of the school are appropriately licensed as required by law. (<i>NMSA 22-10A-3</i>) <ul style="list-style-type: none"> <li>- All employees hold licensure or have submitted a licensure application within 30 days of beginning employment with the school</li> <li>- The school employs a licensed administrator at all times</li> <li>- The school does not have any licensure discrepancies that are repeated from the one reporting period to any subsequent reporting period.</li> <li>- Discrepancies from the first reporting period are cleared by submitting all required licensure waivers within first 40 days of school year, or from the beginning of employment.</li> </ul> </li> <li>• School meets the requirements of all licensure waiver plans and alternative licensure plan requirements. (<i>NMSA 22-10A-14</i>)</li> <li>• The school has not employed, with pay, any teacher without licensure beyond 90 days. (<i>NMSA 22-10A-3</i>)</li> <li>• The school accurately reports all staff to the PED, as verified through site visit reviews.</li> </ul>	YES
4.d. Is the school respecting employee rights?	<ul style="list-style-type: none"> <li>• The school completes and submits all NMTEACH evaluations and observations annually in accordance with deadlines. <ul style="list-style-type: none"> <li>- Teacher attendance data is submitted in accordance with deadlines.</li> <li>- Teacher observations are completed by a NMTEACH certified administrator in accordance with deadlines.</li> <li>- Accuroster data is verified in accordance with deadlines to ensure appropriate student data is reported.</li> </ul> </li> <li>• Teachers are provided comprehensive NMTEACH report and reports are maintained in personnel files. Signed NMTEACH reports (all pages) are available in staff files from the prior year.</li> <li>• The school maintains teacher contracts in all staff files. (<i>NMSA 22-10A-21</i>)</li> <li>• The school complies with the minimum teacher salaries. (<i>NMSA 22-10A-7, 10, 11</i>)</li> <li>• The school does not have any verified complaints regarding violations of teacher rights under the school personnel act, FMLA, ADA, etc. (<i>NMSA 22-10A-1 et seq.</i>)</li> <li>• The school does not have any verified complaints regarding lack of adequate mentorship for novice teachers.</li> </ul>	YES

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
4.e. Is the school completing required background checks and reporting ethical violations?	<ul style="list-style-type: none"> <li>The school maintains legally compliant background checks in all staff files including evidence of background checks for substitutes, all contracted service providers, and anyone with unsupervised access to students. (<i>NMSA 22-10A-5</i>)</li> <li>The school reports incidents of violations of teacher/licensed staff ethical rules or criminal convictions to the PED pursuant to the School Personnel Act. (<i>NMAC 6.60.8.8 and NMSA 22-10A-5</i>)</li> </ul>	YES
<b>5. SCHOOL ENVIRONMENT</b>		
5.a. Is the school complying with facilities requirements?	<ul style="list-style-type: none"> <li>The school meets PSFA occupancy, NMCI and ownership requirements. (<i>NMSA 22-8B-4.</i>)</li> <li>The school has an e-occupancy certificate.</li> <li>The school has PSFA letter verifying condition index.</li> <li>The school is in a building that is: <ul style="list-style-type: none"> <li>A publicly owned building</li> <li>Is leased to the school by a foundation formed for the purpose of providing a facility to the school, the foundation maintains the building at no cost to the school</li> <li>Is leased by a private owner and there is no acceptable public facility available, the owner maintains the building at no cost to the school.</li> </ul> </li> <li>The school notifies the PEC prior to any change in facilities.</li> <li>There are no verified complaints that demonstrate buildings, grounds or facilities do not provide a safe and orderly environment for public use. (<i>Subsection P of 6.29.1.9 NMAC</i>) <ul style="list-style-type: none"> <li>safe, healthy, orderly, clean and in good repair</li> <li>in compliance with the Americans with Disabilities Act-Part III and state fire marshal regulations, Sections 59A-52-1 through 59A-52-25 NMSA 1978</li> <li>Written records of pesticide applications will be kept for three years at each school site and be available upon request to parents, guardians, students, teachers and staff.</li> </ul> </li> </ul>	YES
5.b. Is the school complying with transportation requirements?	<ul style="list-style-type: none"> <li>If the school owns a school bus or otherwise provides student transportation, the school complies with applicable statutes, regulations, or policies related to providing transportation.</li> </ul>	NO

Topics and Indicators	Criteria Statements <sup>11</sup>	Component of Site Visit Evaluation?
5.c. Is the school complying with health and safety requirements?	<ul style="list-style-type: none"> <li>• The school conducts all required emergency drills and practiced evacuations. (<i>NMSA 22-13-14 and NMAC6.29.1.9(O)</i>) <ul style="list-style-type: none"> <li>- at least once per week during the first four weeks of the school year, and at least once per month during the remainder of the school year;</li> <li>- two of these drills shall be shelter-in-place drills;</li> <li>- one of these drills shall be an evacuation drill;</li> <li>- nine of these drills shall be fire drills, with one emergency drill required each week during the first four weeks of school;</li> <li>- in locations where a fire department is maintained, a member of the fire department shall be requested to be in attendance during the emergency drills for the purpose of giving instruction and constructive criticism.</li> </ul> </li> <li>• The school submits school wellness and safety plans, and all required revisions, in accordance with deadlines to the PED. (NMAC 6.12.6.8)</li> <li>• The school has evidence that it complies with 24-5-2 NMSA 1978 and provides satisfactory evidence of immunization, is actively in the immunization process, or properly exempted from immunization.</li> <li>• The school demonstrates compliance with all facility corrective requirements from the most recent inspection from any other state entity (e.g., NMPSIA, DOH, PSFA, Fire Marshall, POSHA)..</li> </ul>	YES
5.d. Is the school handling information appropriately?	<ul style="list-style-type: none"> <li>• There are no verified complaints that demonstrate the school has failed to comply with FERPA requirements.</li> <li>• There are no verified complaints that demonstrate the school does not obtains, maintains, and transfers cumulative files as required by law.</li> </ul>	NO

# **FINANCIAL PERFORMANCE FRAMEWORK**

**Under Development**



## **Appendix B: Annual School Reporting Calendar**

Under Development

## **Appendix C: Summary of Site Visit Protocol**

Protocols under development.

The purpose of the school visit is to evaluate whether schools are in compliance with their legal and contractual requirements and to provide technical assistance including evaluative feedback, legal references and citations, and guidance manuals and resources. The goal of this visit is to evaluate compliance in key areas and observe the program of instruction in action, as described in the charter contract and Performance Framework. There are three types of school visits conducted by the PEC's authorized representatives:

- 1.** New school visits – Within the first four months of opening, the PEC's authorized representatives visit all new schools.
- 2.** Annual visits – All schools are visited annual, generally between November and May. Annual site visits may be differentiated based on school performance, including academic, financial, and organizational performance.
- 3.** Renewal visits – In the fall of the renewal year, the PEC's authorized representatives visit schools as part of renewal activities.

Two to four staff members who are the PEC's authorized representatives will participate in site visits. Site visits generally do not last longer than a day, but the time required depends on school performance and availability of necessary data, records, and staff time. Schools will be notified in advance as to the timing of site visits.

## Appendix D: Glossary of Terms

**Annual Notice of Renewal Profile** – is an annual notice that will be sent to the school leader and all members of the school governing body. The notice will identify the renewal profile(s) the school is on track to fall within based on its performance under the current charter term. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

**Chartering Authority Intervention** – is action taken by the Commission or its authorized representatives to notify a school that it is failing to meet its legal and contractual requirements, to prompt the school to take action to correct its own failure to meet its legal and contractual requirements, and/or to revoke or non-renew a school that has demonstrated the inability or unwillingness to meet its legal and contractual requirements. Intervention may include providing findings of non-compliance during or after a site visit, issuing a Notice of Concern, a Notice of Breach, or a Notice of Revocation Review or Intent to Revoke, monitoring the implementation of an improvement plan or corrective action plan, or not-renewing a charter school.

**Chartering Authority Oversight** – is action taken by the Commission or its authorized representatives to evaluate whether a charter school is meeting its legal and contractual requirements. This may include evaluating submissions from the school, investigating complaints or allegations, conducting site visits or audits, evaluating data about the school's performance, or completing performance evaluations.

**Charter School Autonomy** – is the right of all charter schools to determine the methods by which they achieve their legal and contractual requirements, including all performance standards. Charter School Autonomy reflects the additional flexibilities granted through any non-discretionary or discretionary waivers as defined in statute, regulation, and policy.

**Intervention Ladder** – is the process by which the Public Education Commission will communicate to charter schools its concerns about academic performance, fiscal soundness or legal, contractual, or policy requirements.

**Final Notice of Renewal Profile** – is the notice provided to the school after the final performance profile prior to renewal is released. This notice will identify the renewal recommendation the school will receive and will notify any schools of their eligibility for expedited renewals.

**Legal and Contractual Requirements** – are the obligations a charter school must meet based on state and federal statutes, regulations and policies, and the terms of the charter contract. These requirements include the performance expectations established in the Performance Review and Accountability System, which consists of the PEC's Academic, Organizational and Financial Performance Frameworks, Intervention Ladder, Renewal Process, and Site Visit Protocols.

**Mission-Specific Goals** – are optional indicators that may be incorporated into the Academic Performance Framework. These goals should be outcome based measures of the school's effectiveness in implementing its mission. Goals are weighted as 10% of the Academic Performance Framework unless they are granted additional weight based on reliability and rigor.

**Notice of Breach** – a formal, written notice issued pursuant to a vote of a majority of Commission members at a properly noticed public meeting that a school is not meeting performance expectations or has failed to comply with legal or contractual requirements and, as a result, is in breach of the contract. This notice will often, but not always, be issued after a school has been issued a Notice of Concern and has failed to meet the requirements of the prior notice. In the notice, the Commission will establish expected outcomes and deadlines that must be met by the school. Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern. Once a Notice of Breach is issued, schools are required to submit a Corrective Action Plan (financial or organizational performance) or an Improvement Plan (academic performance) that details the actions and timeline that the schools will implement to correct the breach. PEC’s authorized representatives will monitor the school’s implementation of Corrective Action and Improvement Plans, and regularly update PEC on progress.

**Notice of Concern** – a formal, written notice issued pursuant to a vote of a majority of Commission members at a properly noticed public meeting that a school is not meeting performance expectations or has failed to comply with legal or contractual requirements. In the notice, the Commission will establish expected outcomes and deadlines that must be met by the school. Deadlines will vary depending on the urgency of the matter and the amount of time it takes to reasonably cure the concern.

**Performance Review and Accountability System** – consists of the PEC’s Academic, Organizational and Financial Performance Frameworks, Intervention Ladder, Renewal Process, and Site Visit Protocols. It is an adaptive tool subject to continuous review and improvement so that the students in New Mexico public charter schools are effectively served. New Mexico’s charter schools are invited to be partners in the development and continuous improvement of this Performance Review and Accountability System.

**Preliminary Notification of Renewal Profile** – is the annual notice provided to the school at least one year prior to the date on which it must apply for renewal. The notice will identify the renewal profile(s) the school is on track to fall within based on its performance under the current charter term and will act as notice to schools that are likely to be eligible for expedited renewal. The PEC expects that schools will use these notices to both take action to respond to the potential renewal action by improving performance, as necessary, and to prepare and submit a response to the potential renewal action.

**Reliability** - is a demonstration that an assessment or other measure is an externally, national- or state-normed metric (e.g. ACT, SAT, ACCESS for ELLs, Spanish IPT). Mission-specific goals that are reliable shall be granted an additional five points of weight in the Academic Performance Framework. The additional weight will be taken from all other measures equally.

**Revocation Review** – is the process by which a charter school is considered for revocation of their charter. The revocation review can arise as a result of the school’s failure to meet requirements specified in a Notice of Breach, receipt of multiple Notices of Breach in the same school year, or as a result of a violation of law that is significant enough to justify immediate revocation. A Notice of Revocation Review is issued at a properly noticed public meeting and established the actions to be taken by its authorized representative(s) and a deadline for the school to respond to the prospect of revocation.

**Rigor** – is the demonstration that a performance goal is an ambitious but realistic target that has been established using a valid benchmark (e.g. comparison to national/state average, improvement from school historic performance). Mission-specific goals that are rigorous shall be granted an additional five points of weight in the Academic Performance Framework. The additional weight will be taken from all other measures equally.

**Student Academic Growth** – is the measurement of student level improvement within a school years as compared to their performance peers’ improvement in the same year on the state’s annual academic assessments in math and reading.

**Student Proficiency** – is performance at grade level on the state’s annual academic assessments in math and reading. This may also include performance at grade level on other state assessments including Science, and end-of-course assessments.

**Substantial Progress** – is related only to academic performance, is reflected in a school’s “Renewal Performance Profile,” and makes a school eligible for full renewal. This is defined as “consistently improving performance over the last 3 years.” Inconsistent performance over the last three years shall demonstrate that a school is not making “substantial progress.”

**Support** – is making charter schools aware of PED resources and programs available to support their improvement or excellent performance. This may also include sharing information between charter schools about effective or best practices being implemented at effective and successful schools. This shall not include providing recommendations on the method by which the school must/can/should achieve its legal or contractual requirements, as charter schools are granted the autonomy to determine the methods they will utilize to meet their legal or contractual requirements.

**Technical Assistance** – is information provided to make a school aware of, or to help a school understand, its legal or contractual requirements. This can include information about why the school is not currently meeting its legal or contractual requirements. Technical assistance shall not include providing recommendations on the method by which the school must achieve its legal or contractual requirements, as charter schools are granted the autonomy to determine the methods they will utilize to meet their legal or contractual requirements.

**Walatowa High Charter School**

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*Located on the Jemez Pueblo Indian Reservation*



*"Think Globally, Create Locally"*

**WALATOWA HIGH CHARTER SCHOOL**  
**GOVERNING BOARD BYLAWS AND OPERATING POLICIES**

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## GENERAL PROVISIONS

NAME: The name of the charter school is The Walatowa High Charter School. It is hereafter referred to as “WHCS.” The governing body of WHCS is the “Governing Board of Walatowa High Charter School” and hereafter referred to as the “Governing Board” or “Board.”

MISSION: Through a community-integrated experiential learning program, Walatowa High Charter School will prepare students to be academically successful, while promoting Cultural awareness, Community wellness, and Leadership, College and Career readiness.

AUTHORITY TO OPERATE: WHCS is a New Mexico public charter school that was authorized by the New Mexico Public Education Commission (the “PEC”), in accordance with the Charter Schools Act (NMSA 1978, §§ 22-8B-1, et seq.). WHCS and the PEC executed a charter contract effective July 1, 2014 pursuant to which WHCS operates. The charter contract is herein referred to as the “Charter.”

EQUAL OPPORTUNITY STATEMENT: The Governing Board and WHCS affirm their commitment to treating all students, parents, employees and community members equally. Neither WHCS nor the Governing Board shall discriminate against any student, parent, employee, or community member on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, sexual orientation, or gender identity. This commitment is made specifically, but without limitation, with respect to hiring and other employment practices and regarding all of its policies applicable to students and families.

RESPONSIBILITIES: The Board has a responsibility to ensure that WHCS operates in accordance with all applicable laws and regulations, and meets its commitments to its authorizer, the New Mexico Public Education Commission (“PEC”), and to the New Mexico Public Education Department (“NMPED”) as reflected in its Charter. Board members have a responsibility to be familiar with the terms of the Charter and legal responsibilities of public schools. Board members must become educated about public school laws and applicable rules and regulations. All Board members are required to attend annual mandatory training that explains New Mexico Public Education Department rules, policies, and procedures, statutory powers and duties of charter school governing bodies, legal concepts pertaining to public schools, finance and budget and other matters deemed relevant by the NMPED. To the extent WHCS has not specifically requested and been granted a waiver from a particular NMPED policy/regulation, those policies/regulations which have not been waived, shall apply. In particular, the Board recognizes that the following New Mexico statutes and rules are applicable to public charter schools and each member commits to take necessary steps to become familiar with these provisions, as well as other provisions of applicable laws and rules:

- Charter Schools Act (NMSA 1978, §§ 22-8B-1 et seq.)
- School Personnel Act (NMSA 1978, §§ 22-10A-1 et seq.);
- Procurement Code (NMSA 1978, §§ 13-1-1 et seq.);
- Open Meetings Act (NMSA 1978, §§ 10-15-1 et seq.);
- Public Schools Finance Act (NMSA 1978, §§ 22-8-1 et seq.)
- New Mexico Public Education Department regulations, (contained in Title 6 of the New Mexico Administrative Code).

### POWERS AND AUTHORITY:

Generally. The Governing Board is the governing authority for WHCS and has the power and authority set forth in law. The Board also possesses such implied powers as are reasonably necessary to carry out its duties, functions and responsibilities provided that the policies the Board adopts do not conflict with state or federal laws or applicable regulations.

Specifically. The Governing Board shall have the following powers and duties:

- A. Employ the Principal/Superintendent for WHCS and fix his/her salary;
- B. Review and approve the WHCS budget;
- C. Acquire, lease and dispose of property;
- D. Have capacity to sue or be sued;
- E. Create standing and ad hoc committees;
- F. Provide for the repair and maintenance of all property belonging to WHCS;
- G. Except for entering employee contracts, make decisions concerning the expenditure of money according to the provisions of the Procurement Code, unless specifically delegated to the WHCS Principal/Superintendent;
- H. Adopt policies and rules pertaining to the administration of all powers and duties of the Governing Board;
- I. Accept or reject any charitable gift, grant, devise or bequest. The particular gift, grant, devise or bequest accepted shall be considered an asset of WHCS;

- J. Review administrative decisions as required by law, and make final determinations, concerning the rights and obligations of individual students or employees, including disciplinary or employment matters that will or may become the subject of a hearing before the Board.

GENERAL METHOD OF OPERATION: The Governing Board, in accordance with applicable laws, determines directions, policy and rules in the areas of school business such as, financial budgetary policies, curricular and academic policies, and student discipline policies. The Board delegates executive, supervisory and instructional authority to its employee, the Principal/Superintendent, and appraises the results achieved by the Principal/Superintendent in light of the goals of WHCS and its Charter. The Governing Board shall concern itself primarily with broad questions of policy and with the appraisal of results rather than with administrative detail. The application of policies is an administrative task to be performed by Principal/Superintendent and staff, and they shall be held responsible for the effective implementation of Board policies. The Principal/Superintendent shall be held responsible for communicating with the Board sufficiently and effectively to enable the Governing Board to fulfill its functions.

A member of the Governing Board has no power or authority individually. The law vests power in the Board, whole, not in the members thereof either individually or otherwise. These powers must be exercised by the Board as a Board, meeting in lawfully convened meetings, with action duly recorded in its minutes. An individual member may not disburse funds or direct staff or unilaterally represent the Board on any issue without the collective authority of the Board. The Governing Board shall not be bound in any way by any action or statement on the part of any individual Board member except when such statement or action is in pursuance of specific instructions from the Board. The Governing Board recognizes the importance of timely communication among Board members and between the Board and Principal/Superintendent. The Principal/Superintendent and Board members are to be given prior notice of matters submitted by members for deliberation at Board meetings whenever possible.

## BOARD STRUCTURE AND ORGANIZATION

MEMBERSHIP: The Governing Board shall be composed of five (5) members. The Board shall consist of no fewer than two (2), but no more than three (3) qualified parents, and no fewer than two (2) and no more than three (3) qualified business or local community members. The parent positions must be filled by parents of a student(s) currently attending WHCS.

TERM OF MEMBERS: Board members shall hold office for two-year terms. After completion of the two-year terms, Board members may be re-elected by majority vote of the Board. Board members may be elected to serve an unlimited number of consecutive terms in office.

## NOMINATING PETITIONS

Any person, who desires to be considered for one of the Elective Positions on the Board, shall submit a letter of interest and resume to the Board no later than August 1st of each year. At the August Board meeting, the Board shall vote to approve or disapprove, as a whole, any candidates for any open position(s) based on the qualifications. If approved, all such candidates shall be placed on the annual meeting election ballot. If the Board as a whole disapproves all candidates, the Board shall reconvene the Nominating Committee to develop a new slate of candidates for the uncontested positions.

ii. Those members whose position is expired shall serve until their positions are filled.

QUORUM: The quorum for any meeting of the current five (5) member board shall be three (3) members of the Board. No formal action can be taken in any meeting at which a quorum is not present. If there is a vacancy, it shall be a majority of the remaining members.

ELECTION OF MEMBERS: New members will be appointed to vacancies by nomination and a majority vote of the current Governing Board members. Members will continue to be recruited until all vacancies are filled. Vacancies occur through the premature vacating of a position before the expiration of the position's term. If the number of Governing Board members then in office is less than a quorum, a vacancy on the Governing Board may be filled by approval of a majority of the Board members then in office. Should a sole Governing Board member remain, that person may appoint up to two (2) additional board members.

QUALIFICATION OF MEMBERS: The candidates for positions on the Board shall be considered based upon professional skills and areas of expertise including but not limited to legal, financial, real estate, education, business, workforce development. Potential and active Board members must demonstrate collaborative and problem-solving skills and attitudes, an ability and willingness to devote substantial time and energy to serving on the Board (including the requirement that each Board member shall chair and regularly participate in the activities of at least one Board or school committee), and a willingness and ability to devote their time and energy to acting in the best interests of WHCS as a whole, rather than the interests of any particular group. In no event shall a new Board member be an employee of WHCS, (which shall for the purpose of this section, include persons receiving compensation as an independent contractor) an immediate family member of another currently seated member of the Board, or a spouse of WHCS employee.

OFFICERS, TERMS, DUTIES: The WHCS Governing Board shall have a President, Vice-President, and Secretary who will serve two-year terms or co-extensive with their membership on the Board whichever is shorter. Officers shall be elected by a majority vote of the Board and may serve unlimited terms. WHCS may, by a majority vote, create different categories of officers without requiring an amendment to these policies. The duties of certain officers are set forth herein.

President. The President of the Governing Board shall preside at all meetings, shall appoint committees with confirmation of the Board, and shall have the right, as other members of the Board, to make or second motions, to discuss questions, and to vote. The President of the Governing Board may not act for or on behalf of the Board without prior specific authority from a majority vote of the Board to do so. All communications addressed to the President shall be considered by him/her for appropriate action, which consideration may include consulting with legal counsel and/or delegating to the Executive Director /Superintendent for appropriate action, or be presented to the Board for consideration.

Vice-President. The Vice-President shall perform the duties of the President in the absence of the President, at the request of the President, or if a vacancy of the President's office occurs.

Secretary. As Secretary to the Board, this office shall keep the minutes of the Council meetings, subject to the direction of the President, ensure that all notices are given in accordance with the provisions of the Charter, Board policies and as required by law; shall countersign, when required, all authorized contracts, deeds, leases, or other legal instruments; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board. The Board may appoint a designee to assist with the responsibilities of the Secretary as described herein, including recording and transcribing the minutes of the meetings, posting notices and agendas and preparing packets for the Board's review. The Secretary will review the minutes prior to presentation to the Board for approval. The Secretary or the Board's designee shall be responsible for presenting the minutes to the Board at meetings. The Secretary shall sign legal documents as required by law and perform such other duties as may be prescribed.

VACANCIES: A vacancy occurring in the membership of the Board shall be filled at an open meeting at which a quorum of the membership is present, by a majority vote of the remaining members appointing a qualified person to fill the vacancy. A qualified person appointed to fill a vacancy shall hold that seat for the duration of the term of the resigning or removed member.

#### SIGNATORY AUTHORITY AND DEPOSITS:

Signatory Authority. Unless revised by a Governing Board resolution, all Executive Director contracts entered into by WHCS shall be signed by the Board President and/or designee and the Executive Director /Superintendent with the consent of a quorum of the Board members. The Board members shall from time to time establish a dollar limit for contracts requiring the signatures of more than one authorized person. The Governing Board may by a majority vote, delegate authority to sign contracts within a certain dollar amount as described by resolution, to the Executive Director /Superintendent.



Deposits. All funds shall be deposited to the credit of the school in such banks, trust companies or other depositories as the Governing Board may approve or designate, and all such funds shall be withdrawn only in the manner or manners authorized by New Mexico Public School Finance Act, or other applicable law or regulation.

INSURANCE, ASSETS, AND DEBT: The school shall purchase and maintain insurance for all past or present employees, volunteers, and Board members for their activities while acting on behalf of or in the service of WHCS. No individual Governing Board member, officer, agent or employee shall have any power or authority to borrow money on the school's behalf, to pledge its credit or to mortgage or pledge its real or personal property.

#### REMOVAL:

Vacancy Declared. The seat of any member of the Board, if the member misses four consecutive regular\* meetings, may be declared vacant by a majority vote of the remaining members of the Board. The seat of any member of the Board, if the member misses six consecutive regular\* meetings, shall be declared vacant. Any vacancy of a seat on the Board created by reason of failure to attend meetings shall be filled in the same manner as other vacancies on the Board are filled. For these purposes, a "regular meeting" is a meeting of the Board at which a quorum is present, about which notice has been published and at which normal charter school business is conducted. No two consecutive meetings may be counted for determining a Board member's absence under this policy if at least seven days have not elapsed between the two meetings.

REMOVAL FOR CAUSE: Any Governing Board member may be removed from office, for cause as determined by the Board in its sole discretion, by the affirmative vote of two-thirds of the full membership of the Governing Board at any regular meeting or special meeting called for that purpose. Any member proposed to be removed for cause shall be entitled to at least five (5) business days' notice in writing by mail of the meeting of the Governing Board at which such removal is to be voted upon and shall be entitled to appear before and be heard by the Governing Board at such meeting, which shall be held in open session.

RESIGNATIONS: Any member may resign at any time by giving written notice to the President or to the Secretary, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation shall be effective as of the date stated in the written notice.

AMENDMENTS TO THIS SECTION: Amendments to this section, "Board Structure and Organization," may only be altered, suspended or revoked only by two-thirds (2/3) majority vote of the Governing Board.

#### BOARD RESPONSIBILITIES

TRAINING: It shall be the commitment of every member of the Governing Board to attend all training for Board service required by New Mexico statutes and regulations. The law requires that each member receive annual five (5) hours in the areas of: department rules, policies and procedures, statutory powers and duties of governing boards, legal concepts pertaining to public schools, finance and budget and other relevant matters. The Governing Board recognizes that continued training is necessary for Board members to provide effective service to the community. Board members who participate in WHCS-funded training and learning opportunities shall share with other Board members the essence of what they have learned.

PREPARATION FOR MEETINGS: By agreeing to serve on the Governing Board of WHCS, members understand and commit to reviewing all documents, and information presented prior to meetings of the Board. Members recognize a duty to be well informed on matters before the Board so that the Board may timely and efficiently conduct the business of WHCS.

ATTENDANCE AND COMMITMENT: Members of the Governing Board are required to attend all scheduled meetings of the Board unless exigent circumstances arise. If a Board member cannot be physically present at a meeting for unavoidable conflict, he/she may make arrangements to appear by telephone in accordance with the provisions of the Open Meetings Act. A member of the Governing Board who will be unable to attend a Board meeting will notify the President prior to the meeting and if he/she intends to appear by telephone the Board member shall make arrangements with the Principal/Superintendent or his/her designee. Members should strive to notify the President by no less than four hours in advance of the meeting. If the President cannot attend the meeting, he/she must notify the Vice-President and forward all information regarding the upcoming meeting to him/her, including notices of non-appearances by other Board members.

## MEETINGS OF THE BOARD

OPEN MEETINGS ACT COMPLIANCE: All meetings of the Board shall be held in accordance with the Open Public Meetings Act (NMSA 1978, §§ 10-15-1 et seq.) Meeting notices will be posted on the WHCS website for community access ten (10) days prior to the meeting for regular meetings, and no less than seventy-two (72) hours for special meetings. Except in the case of an emergency, the meeting agenda shall be available to the public at least seventy-two (72) hours prior to the meeting and will be posted to the WHCS website. The Governing Board shall pass resolution each year during its Annual Meeting setting forth what notice is reasonable when applied to the Board.

ANNUAL MEETINGS: An annual meeting of the Governing Board for the election of members and officers and such other business as may come before the meeting shall be held in September of each year. Written notice shall be given not less than ten (10) days of the annual meeting time, place, and purposes of the meeting. The meeting shall be held at the principal

location of the WHCS or such other place as shall be specified in the meeting notice. The meeting notice shall comply with the Open Public Meetings Act (NMSA 1978, §§ 10-15-1 et seq.).

NOTICES: Timely public notice of all meetings of the Board shall be provided as specified in the Open Public Meetings Act (NMSA 1978, §§ 10-15-1 et seq.) Notice requirements shall be met by posting notice of the date, time, place and agenda in the local post office, at the Office of the Pueblo Governors of Jemez and Zia, and at Walatowa High Charter School office for the School's website. The notice shall also include the following language:

“If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Administrative Office of Walatowa High Charter School at 834-0448 at least one week prior to the meeting or as soon as possible.”

REGULAR, SPECIAL AND EMERGENCY:

**Regular Meetings.** Regular meetings of the Board will be scheduled for 6:00 p.m. on the third Wednesday of each calendar month and at such other times as the Governing Board may, from time to time, determine in its Approved Resolution or otherwise. The date and time of the regular meeting may be changed by the Board President or by action of the Governing Board, provided notice of the change has been properly published as required by the Open Meetings Act. The meetings shall generally be held at the principal location of WHCS or such other place as shall be specified in the meeting notice. The Finance Committee Meeting is generally held immediately preceding the regular meetings of the Governing Board beginning at 5:30 p.m.

**Special Meetings.** A special or emergency Board meeting may be called by the Board President or upon request of any Board Member at the President's discretion. Advance notice of a special or emergency meeting will be given to all Board members and to the public in accordance with the Open Public Meetings Act (NMSA 1978, §§ 10-15-1 et seq.).

SETTING AGENDAS: The President or President's designee sets Board agendas. Members of the Board should notify the Principal/Superintendent and/or President of items they desire to be included on the agenda. A request to have an item placed on the agenda must be submitted to the President at least forty-eight hours prior to the required time the agenda must be posted (72 hours in advance of the meeting). A request to have an item placed on the agenda must be made in writing and include all documents and materials the person anticipates presenting. The President shall have the discretion to add agenda items up to the time the agenda must be posted. The President or designee will make every effort to provide a copy of the agenda and all documentation to be considered by the Board at the meeting to each Board member at least seventy-two (72) hours prior to the meeting. Members of the Board desiring to distribute written materials for the board packet must do so at the time the member requests the item be placed on the agenda, but in no event later than seventy-two (72) hours prior to the meeting.

The agenda for Board meetings will customarily proceed in the order of the agenda. However, the order of business at any meeting may be changed by a majority of the quorum present. Any item in the Consent Agenda will be considered separately at the request of a Board member during the process for approving the agenda.

CLOSED MEETINGS: The Governing Board may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

- A. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Governing Board taken during the open meeting. The authority for the closure and the subjects to be discussed shall be stated with reasonable specificity in the motion to close the meeting. The vote to close the meeting shall be taken in an open meeting and the vote of each individual member shall be recorded in the minutes. Only those subjects announced or voted upon prior to closure by the policymaking body may be discussed in a closed meeting.
- B. Following completion of any closed session, the minutes of the open meeting during which the closed session was held, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
- C. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Governing Board in an open public meeting.

REMOTE ATTENDANCE: A Governing Board Member who is unable to attend a Board meeting may participate by means of a conference telephone, computer transmitted service via Skype or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person. All participants in the meeting must also be able to hear each other at the same time and members of the public attending the meeting must also be able to hear the Governing Board member who attends the meeting by conference call.

PARLIAMENTARY PROCEDURE: The Board desires to use rules of procedure for its meetings which assist in the achievement of the following:

- A. Meetings proceed efficiently.
- B. The Governing Board acts by the decision of a majority of a quorum of its members, but with equal opportunity for all members to participate fully, whether in the majority on a given issue or not.

- C. Decisions are made on the merits as determined by the voted conviction of a majority rather than from a manipulation of the procedural rules.

Roberts Rules of Order is adopted for use. The Board President is authorized to declare the Board's approval of the minutes, the agenda and adjournment when it is evident that no change or objection is being proposed. Similarly, the President may declare a recess or rule a motion out of order. After the agenda has been approved by the Board, it must be followed unless a motion to consider something out of order is approved by a majority vote. The maker of a motion shall have the right to withdraw the motion at any time prior to its being voted on.

MINUTES: The minutes of the meetings of the Board shall include:

- A. The date, place and classification of the meeting (regular, special or emergency);
- B. The call to order stating the time and the name and office of the person presiding;
- C. The record of the roll call of board members;
- D. A notation of the presence or absence of the Principal/Superintendent;
- E. A record of any change to the published agenda (but no action item may be added);
- F. A record of any corrections to the minutes of any previous meetings and the action approving them;
- G. A record of any communications, petitions or reports presented to the Governing Board; and
- H. A record of each motion placed before the board and:
  - a) the member making the motion and the member seconding, if any,
  - b) the declaration of the person presiding that the motion passed or failed, and
  - c) the name of each person voting aye, or nay, or abstain on other than unanimous votes.

All reports, resolutions, agreements, and other written documents which require Board action may be made part of the minutes by reference only, but shall be kept on file as part of the permanent record. The minutes shall be permanently filed and kept in the administrative office of WHCS after approval by the Board. They shall be for inspection by any citizen at any time when the administrative office of WHCS is open during regular business hours. The minutes shall not be removed from the administrative office of WHCS. If any Board meeting is taped, the tape shall be erased after the Board has approved the minutes for that meeting.

## BOARDS' ROLL IN RELATION TO THE ADMINISTRATOR, STAFF, PARENTS AND COMMUNITY

COLLECTIVE AUTHORITY: Apart from duties specifically delegated to Governing Board officers by the entire board, the authority of the Governing Board lies with the Board as a whole, and not with individual members of the Board. The publicly-issued views of individual members of the Governing Board should not be taken as representing those of other Board members or of the Board as a whole. Individual members of the Governing Board have no authority to speak on the Board's behalf in regard to any matter unless so delegated in a public meeting by vote of the Board. Individual members of the Governing Board have no authority to act on the Board's behalf in regard to any matter and should refrain from any action, comment or suggestion of such authority.

### PRINCIPLES OF COMMUNICATION:

- A. The work of the charter school is best pursued when information is shared among the Governing Board members and WHCS Principal/Superintendent;
- B. All communications and distribution of information between the Board and WHCS staff should be through the WHCS Principal/Superintendent;
- C. Administrative priorities are established between the Board as a whole and the Principal/Superintendent, who implements the Board priorities;
- D. The Governing Board's objectives and concerns should be communicated from the Board to the staff exclusively through the Principal/Superintendent;
- E. It is the Principal/Superintendent's responsibility to prioritize and implement the Governing Board's directions and goals;
- F. If Principal/Superintendent is to pursue the Board's priorities efficiently, its attention and resources must not be diverted by individual Board members without the assent of the entire Board and the knowledge of the Principal/Superintendent;
- G. It is the Principal/Superintendent's responsibility to bring administrative problems and concerns to the attention of the Board;
- H. Individual members of the Governing Board should not communicate directly with staff except through the Principal/Superintendent;
- I. Communications from subordinate administrators, if any, to the Governing Board or to individual members of the Board should go through the Principal/Superintendent;

- J. Communications by electronic means including email are not confidential or protected by privacy laws or rules. When communicating between Governing Board members each person should consider that the communication may have to be disclosed as a public document. In addition care should be taken to ensure phone calls or e-mails do not constitute or create a rolling forum for purposes of decision making.

**INDIVIDUAL BOARD MEMBERS:** Individual members of the Governing Board have no authority to ignore WHCS rules applicable to the general public regarding entry upon WHCS premises, distribution of leaflets or other written materials on WHCS premises, or contacts with WHCS employees or students. Nothing herein should be construed as prohibiting the communication of views at meetings of the Governing Board by appropriate and non-disruptive means, including through written materials.

**ADMINISTRATION:** Individual Governing Board members shall avoid direct involvement in administrative matters and should instead refer them to the WHCS Executive Director/Superintendent or designee. Individual members of the Governing Board may not divert the attention, the priorities, or the resources of the administration toward the individual member's concerns without the positive vote of the Board, except for routine requests for information.

**STAFF:** Employees of the charter school are subject exclusively to the direction and supervision of the WHCS designated school administrator and as assigned to subordinate supervisors. Individual members of the Governing Board have no authority to direct or influence the actions of any WHCS employee (except Executive Director /Superintendent), directly or indirectly, in regard to any matter, and WHCS employees are neither required nor authorized to follow the directions of Board members. This provision shall not preclude communication between individual Board members and employees in instances in which a child of the Board member is a student at WHCS and legitimate concerns about the student's academic performance or conduct arise.

**PARENTS AND COMMUNITY:** The Governing Board and individual Board members may and should be open to discussions with parents, and other constituents at any time concerning current or proposed policy matters or actions by the Board in establishing such policies and overall direction of WHCS. However, the individual Board member must be diligent and assure that his or her status as a Governing Board member is not used to gain different treatment or advantages for the students which are not available to other students in similar circumstances.

With respect to parents, employees, or other constituents, who approach an individual Governing Board member with issues of their individual concern – including student academic, extra-curricular, or disciplinary matters, and employee performance or disciplinary matters –

Governing Board members are to direct such persons to the WHCS designated school administrator for resolution, rather than becoming directly involved in such matters themselves; the Board member must also exercise precaution in any discussion that the student's privacy is not violated by disclosure of information other than directory information.

**BOARD INTERFERENCE COMPLAINTS:** Any WHCS employee who believes that a member of the Governing Board has engaged in threatening or coercive comments or conduct toward the employee to influence the employee in the discharge of his or her duties is encouraged to report such instances to the Principal/Superintendent or to the Board President, and no such employee shall be subject to retaliation or reprisal.

**GRIEVANCES:** If a parent, employee, or other constituent has pursued an issue through the administration, i.e. with the Executive Director /Superintendent, and remains dissatisfied, he or she, or an individual Board member, may request that the matter be placed on the agenda for a meeting of the Board, and the Board, in its discretion, may decide whether it wishes to consider the matter.

Governing Board members will refer suggestions, problems and complaints about operational matters directly to the Executive Director /Superintendent for appropriate consideration and action. Matters requiring Governing Board decision may be placed on the Board meeting agenda for consideration after all appropriate procedures have been exhausted. Whenever a complaint regarding an employee or student is made directly to the Board as a whole, the complaint shall be referred to the WHCS Executive Director /Superintendent for study and solution. Complaints regarding employees made to individual Board members should be handled by asking the complainant to discuss the problem directly at the appropriate level. The Executive Director /Superintendent should be kept informed by the Board member as needed so that the Board or Board member can be apprised of all follow-up activity.

**Initial Grievance Process-** If the individual feels the issue has not been satisfactorily, the issue may be referred to the Executive Director/Superintendent. After a meeting between the individual and the Executive Director/Superintendent, the Executive Director/Superintendent will prepare a written summary of attempt to resolve the individual's concern of the matter is not resolved. A copy will be promptly provided to the individual. If the individual feels the issue has not been satisfactorily resolved at the administrative level the community member may take the issue to the Walatowa High Charter School Governing Board for disposition.

**Governing Board Review -** The Governing Board, in its sole discretion, may decide whether any particular issue submitted to them is appropriate for Governing Board intervention. Typically, the Governing Board will NOT review administrative decisions regarding the following: student discipline less than a long term suspension or expulsion, student placements (in special education or regular education classes), complaints about a staff member's performance (except the Executive Director/Superintendent), matters particularly within the expertise of the educational



staff and administration. The following procedure shall be followed for a Governing Board Review:

1. The individual may submit his/her grievance in writing to the Walatowa High Charter School Governing Board within five days of receiving the Executive Director/Superintendent statement concerning the good faith effort to resolve the dispute.
2. The letter must be in writing, signed by the community member and delivered to the Governing Board at the Walatowa High Charter School. A copy of the Executive Director/Superintendent statement should be enclosed.
3. If the individual does not submit a written grievance within five days from the date the written summary prepared by the administrator is delivered to the community member, the complaint will be deemed "resolved."
4. The grievance submitted to the Governing Board should include specific reasons why the community member is not satisfied with the administrator's decision; any specific Walatowa High Charter School policy that the individual believes has been violated, and any other relevant information and documentation that supports the grievance. The written grievance must be dated and signed by the person submitted the complaint.
5. The Governing Board will decide at the first meeting immediately following receipt of the written grievance whether it will hear the matter, and if it agrees to hear the matter, it will schedule a time for the meeting, which shall not be unreasonably delayed. Depending on the substance of the complaint, the Governing Board will also decide whether the grievance shall be heard as an informal meeting of the concerned parties, an informal hearing with each party being allowed to present his/her side of the story or any other procedure the Governing Board deems appropriate.
6. Walatowa High Charter School Governing Board members who are interested parties or who may have an actual or apparent conflict of interest shall disclose such conflict and be excused from the grievance meeting if the Governing Board deems the excusal necessary to provide the complaining community member a fair consideration of the grievance.

7. Any meeting or hearing concerning a matter that relates to personnel issues, that is confidential, or that implicates an individual's privacy rights will be held in a closed meeting in accordance with the Open Meetings Act, unless written permission by the affected individual is obtained prior to the meeting.
8. A decision will be established by a majority vote of the members of the Walatowa High Charter School Governing Board hearing the issue. The Walatowa High Charter School Governing Board may designate a committee of the Governing Board to meet with or conduct the hearing. Any final action required to be taken by the Governing Board will be made after the committee's recommendation is presented to the full Governing Board.
9. If additional information or investigations are necessary after the initial meeting or hearing, the meeting or hearing may resume as soon as is practical after further information has been gathered or an investigation has been conducted. The Governing Board will issue a final written decision regarding the grievance. The decision of the Governing Board is final.

## CONFIDENTIALITY

CONFIDENTIAL MATTERS: The Governing Board of WHCS recognizes that confidential information will be brought to the attention of individual Board members and/or the Board as a whole pertaining to, but not limited to, the following:

- matters relating to the employment or dismissal of, or charges against, specific WHCS personnel;
- matters relating to litigation or proposed litigation in which the Board is or may become a party, or attorney-client communications;
- consideration of the acceptance of gifts, bequests, or donations where confidentiality has been requested by the donor;
- consideration of wages and benefits during salary discussions;
- consideration of suspension, expulsion, or disciplinary action in connection with a student or employee;
- matters relating to the security of students, personnel, visitors, and/or school property;
- other issues that may be considered confidential pursuant to law.

The Governing Board further recognizes that public disclosure of such information may result in injury to individuals or potential harm and possible liability to WHCS and that the Board members must respect confidentiality of information that is privileged under applicable law. It is the policy of the Board that Board members shall discuss or disclose confidential information only in connection with legitimate charter school business and only with individuals with a legitimate right to know. All information discussed or documents provided to members of the Board which fall within the categories listed above or which are authorized to be closed by the Open Meetings Act shall be kept confidential unless the board authorizes disclosure by majority vote.

Individual Governing Board members should strictly avoid involvement in any discussions concerning adjudicative matters before them, regardless of whether such discussions are with persons who have a direct interest in the outcome of such matters, and regardless of whether such discussion is sought before, during, or after Board adjudication.

EXCUSAL: It shall be the duty of each Governing Board member to voluntarily excuse him/herself from discussions of confidential information and abstain from voting on matters in which the Board member has a personal or financial interest, including an interest by a member of the Board's immediate family, or where the Board member's participation will or may compromise the confidential nature of the discussion. Where a Governing Board member fails or refuses to voluntarily excuse him/herself from such discussions and confidential information is disclosed as a result, the Board may enforce this policy by:

- (a) requiring the Governing Board member to excuse him/herself from future discussion of the same or similar matters and abstain from voting;
- (b) publicly censuring the Governing Board member; or
- (c) by such other remedies available under Board procedure, e.g. removal of the member.

## POLICY FORMATION

### ROLL OF BOARD AND ADMINISTRATION:

Board. Control of WHCS by the Governing Board shall be exercised through the formation of policies governing the operation of WHCS and the work of the Board itself. The Governing Board delegates to the Principal/Superintendent development of procedures and rules necessary to operate WHCS. When adopting new policies the Board shall ensure that the policies are consistent with state and federal laws and regulations.

Administration. The administration shall develop procedures and rules that are consistent with Board policy and implement said policies. The WHCS Executive Director

/Superintendent shall also make recommended policy changes, which changes shall be made in the months of July and October, except where circumstances necessitate changing, adding or removing a policy in the best interest of WHCS.

#### DEVELOPMENT/ADOPTION PROCESS:

**New Policy Adoption.** Adoption of new policies or the revision or repeal of existing policies is solely the responsibility of the Governance Board. Proposals regarding policies may only originate with a Board member, Board advisors, or committees formed by the Board for the purpose of investigating and developing policy or recommendation of the Executive Director /Superintendent. Staff members, students, civic groups, parents or other interested citizens may request that a Board member or a member of school administration sponsor a proposed policy. Prior to the Board's consideration and adoption of a new policy, it shall be posted for public comment.

**Governing Board Policy Manual.** All policies of the Board shall be complete, kept in the administration office in the "Governing Board Policy Manual."

**Adoption, Changes and Deletion of Policies.** The Governing Board may from time to time revise or repeal existing policies or add new policies to meet the changing needs of the Board and WHCS. The Board will follow the procedure for adopting, changing or repealing policies as stated in this section.

**Administrative Discretion.** In emergency cases where an adopted policy does not provide the needed direction and action must be taken, the Executive Director /Superintendent shall have the power to act, but the decision shall be subject to review by the Governing Board. It shall be the duty of the Executive Director/Superintendent to inform the Board of such action and of the need for a policy modification or adoption.

**Invalidity of Policy.** If any section, paragraph, clause or provision of Governing Board Policy Manual shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this manual or its application to other situations.

**Policy Procedures.** The Board will adhere to the following procedure in modifying, adopting, or repealing policies to ensure that such proposals are thoroughly examined before final action.

- A. After review, the Governing Board will make such proposed policy changes, available for public comment by staff members, students, civic groups, parents or other interested citizens, for a period of at least seven (7) days.

- B. Notice of such proposed policy changes shall be included in the Walatowa High Charter School the school's website, and/or posted in a prominent location at the WHCS.
- C. Upon request, the WHCS shall make copies of the proposed policy changes available to interested parties. Comments on the proposed policies or changes must be submitted in writing to the Board President by the deadline specified by the Board.
- D. Following such public comment period, the Board shall consider any comments received and determine whether changes to the initial draft policies should be implemented. After such consideration by the Board, and adoption of any recommended changes, the Board shall present its final recommended policies or revisions before finally voting on the proposal.

## COMMITTEES OF THE GOVERNING BOARD

ESTABLISHMENT OF COMMITTEES: The Board may establish standing committees and/or ad hoc committees as it deems necessary for the effective governing of the school. Such committees may consist of Board members and non-Board members. Committee assignments and chairpersonships will be determined by action of the entire Board, provided that at least one Board member shall serve on each committee. It is the duty of the Governing Board to recognize that the WHCS designated school administrator is solely responsible to make all employment decisions at the charter school. Accordingly, Governing Board members are not to serve on any committee formed for the purpose of screening, evaluating, interviewing and recommending to the WHCS designates school administrator candidates for employment by the charter school.

The responsibility of each committee shall be reflected in a memorandum approved by the Board and filed with these policies.

AD HOC COMMITTEES: The Board may appoint ad hoc committees when and as determined to be necessary or advisable by the Board. Ultimate authority to make decisions will continue to reside with the Board.

PURPOSE OF COMMITTEES IN GENERAL: The function of committees will be fact-finding, deliberative, and advisory, rather than legislative or administrative. Committee recommendations that require school-wide policy changes must be submitted to the Board.

OPEN MEETINGS ACT COMPLIANCE: All Board members may attend any committee meeting if the meetings are properly noticed pursuant to the Open Meetings Act. Committees shall comply with the Open Meetings Act, when applicable. At no time shall a Committee of the Board act or vote on behalf of the Governing Board without prior written approval to do so. No action taken by a committee shall bind the authority of the Board.

MINUTES: All committees shall keep written minutes of their meetings, and shall periodically present written reports to the Board containing committee recommendations. Minutes may be informal, but at a minimum should summarize the work of the committee. If the committee meeting is held pursuant to the Open Meetings Act, minutes must comply with the formal requirements of the Act.

FINANCE COMMITTEE: The Governing Board shall appoint a standing Finance Committee made up of no fewer than two Board members, and Board Vice President shall be the Chair of such committee. The Finance Committee members will serve one year terms. The Finance Committee shall make recommendations to the WHCS Board in the following areas:

- A. Financial planning, including reviews of the charter school's revenue and expenditure; projections; review of financial statements and periodic monitoring of revenues and expenses; annual budget preparation and oversight; and procurement.
- B. The Finance Committee shall serve as an external monitoring committee on budget and other financial matters.
- C. The Finance Committee shall consult with the WHCS Administrator and WHCS Business Manager on the annual budget process including reviewing and making recommendations on the annual budget, developing and recommending long range financial objectives for WHCS, and reviewing and making recommendations on additional financially related charter school matters.
- D. The Finance Committee shall review the monthly financial reports received from the WHCS Business Manager and a Board member shall comment on such reports at the regular Board meetings.
- E. The Finance Committee will be responsible for presenting documentation for the Board's approval and submission to the New Mexico Public Education Department regarding state related procedures, including but not limited to, SEG funding and Federal Grants received.

AUDIT COMMITTEE: The Governing Board shall appoint a standing Audit Committee made up of no fewer than two Board members, one volunteer member who is a parent of a student attending WHCS, and one volunteer member who has experience in accounting or financial matters. The WHCS Administrator and Business Manager will serve as ex-officio members of the Committee. The Audit Committee members will serve one year terms, with one member designated as president by the other committee members.

The Audit Committee shall:

- A. Evaluate the request for proposals for annual financial and audit services;
- B. Recommend the selection of the financial auditor;
- C. Attend the entrance and exit conference for annual and special audits;
- D. Meet with external financial auditors at least monthly after audit field work begins until the conclusion of the audit;
- E. Be accessible to the external financial auditors as requested to facilitate communication with the Board and the Superintendent;
- F. Track and report progress on the status of the most recent audit findings and advise the WHCS Governing Board on policy changes needed to address audit findings;
- G. Provide other advice and assistance as requested by the local school board; and
- H. Be subject to the same requirements regarding the confidentiality of audit information as those imposed upon the local school board by the Audit Act and rules of the State.

**GRIEVANCE COMMITTEE (ADMINISTRATOR):** The Governing Board shall establish a Grievance Committee including a parent, teacher, school Coordinator and a Board Member, to make non-binding recommendations to the Governing Board concerning the disposition of complaints concerning the WHCS Administrator. The Grievance Committee shall have three members who will serve one year terms with one member designated as chairperson by the other committee members. Committee members shall be appointed each year at the first Governing Board meeting following the annual meeting.

#### CONFLICTS OF INTEREST

**DEFINITIONS:** Conflict of Interest - A conflict of interest occurs whenever a Governing Board member permits the prospect of direct or indirect personal gain (or gain to a relative or Related Entity) to influence improperly his or her judgment or actions in the conduct of the WHCS. A conflict of interest also exists when a Board member, school employee, officer or agent or an immediate family member of the Board member, school employee, officer or agent has a financial interest in the entity with which the charter school is contracting.

**IMPROPER ACTIONS:** It is not practical to specify every action that might be considered to raise a conflict of interest. Consequently, Board members should immediately disclose to the Board any circumstance that may give rise to the appearance of a conflict of interest. The following situations have the potential for being an actual conflict of interest and must be avoided:

- A. Hiring a Governing Board member's relative as an employee, whether full-time or part-time.
- B. When a member of a governing body or employee, officer or agent of a charter participates in selecting, awarding or administering a contract with the charter school if a conflict of interest exists.
- C. Acquiring, leasing, selling any property, facilities, materials, or contract services (e.g., financial, legal, public relations, computer) under circumstances in which there is direct or indirect compensation to a Governing Board member, or his/her immediate family member or a Related Entity of the member.
- D. Using confidential information acquired by virtue of their associations for their individual or another's private gain.
- E. Requesting or receiving and accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as Board members.

Influencing or having the appearance of influencing business with suppliers, which results in the financial benefit to a Governing Board member, his or her relatives or a Related Entity.

**DISCLOSURE/ANNUAL STATEMENT:** Each Board Member agrees to complete and sign a Disclosure of Conflicts of Interest statement prior to accepting his/her position on the Council. In addition to this statement, Board Members shall annually update the disclosure statement and shall otherwise immediately notify the President of the Board when he or she becomes aware that an actual or potential conflict may exist.

**REMOVAL FROM VOTING:** In order to avoid conflicts of interest and the appearance of impropriety, Board members shall not participate in open meeting or closed session deliberations or votes relating to the discipline of (i) himself or herself; (ii) any relative of the Board member; or (iii) any transaction between the Walatowa High Charter School and any Related Entity of the Governing Board member.

**ACTION WITH INTERESTED MEMBERS:** The WHCS Administrator/Executive Director shall not authorize (by approval of a Purchase Order or otherwise) or enter into any proposed transaction where an actual or apparent conflict of interest exists unless and until the transaction has first been evaluated and approved by the Governing Board. Each Board member shall be responsible for disclosing to the Board the existence of any such direct or indirect interest. Failure to make such disclosure shall be grounds for voiding the transaction, at the discretion of the Board.



The Governing Board may, but shall not be obligated to, approve a proposed transaction (including the hiring of a Governing Board member's relative or any Related Entity, if the Board concludes, after review of all pertinent data, that:

- A. The nature of the direct or indirect financial interest is fully disclosed to the Board AND there is a determination that the transaction is financially no less favorable to the school than would be available in an arm's length transaction between unrelated parties;
- B. The transaction is expressly approved by a majority of the Board members present at such meeting who have no direct or indirect personal financial interest in the transaction, provided a quorum of the full Board is present at such meeting;
- C. A written contract or other written memorandum shall evidence all such interested transactions approved by the Board, and be reflected in Board minutes;
- D. No Governing Board member will be in a position to influence decisions relating to the employment of, supervision of, or contract with compensation of a relative;
- E. No Governing Board member will be in a position to influence decisions relating to any transaction between the Walatowa High Charter School and any Related Entity; and
- F. The benefits to the WHCS outweigh any appearance of a conflict of interest.

**VIOLATIONS BY BOARD MEMBERS:** Upon discovery of a possible infraction of the established WHCS conflict of interest policies, the discovering party is required to immediately notify the Governing Board President, school administration, and all Board members. A special Governing Board meeting must be immediately scheduled to consider the matter. In the event the Governing Board decides that a WHCS employee, Governing Board member, or volunteer has violated the conflict of interest rules or otherwise abused or attempted to abuse his or her position at the WHCS, the Board shall recommend appropriate action.

**PAYMENTS TO BOARD MEMBERS:** There shall be no remuneration or mileage payments made to governing board members for attendance at Board meetings.

**GIFTS AND GRATUITIES:** Members of the Governing Board shall neither solicit nor accept personal gratuities, favors, nor anything of monetary value from contractors or merchants with whom Walatowa High Charter School is doing business or who are attempting to sell goods or services to the charter school. This policy does not preclude acceptance of food or drink of a social nature or participation in a social event.

NEPOTISM: According to NMSA 1978, §22-8B-10, the Principal/Administrator of WHCS shall not initially employ or approve the initial employment in any capacity of a person whose father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law is a member of the Board or Principal/Administrator. The Board may waive the nepotism rule for family members of the WHCS Principal/Administrator. The Board shall carefully consider the potential impact on the integrity, efficiency, discipline and public perception in the employment of any person who is the parent or family member of a student or school employee.

### BOARD ETHICS

**CODE OF ETHICS:** The members of the Board recognize that they hold authority as members of the Governing Board, not as individuals. To make a clear public statement of its philosophy of service to the students of WHCS, the Board adopts the following Code of Ethics. As a member of WHCS Governing Board, representing all the constituents of WHCS, I recognize that:

- A. I will uphold and enforce all laws, state rules and regulations, and any court orders pertaining to charter schools. Desired changes should only be brought about through legal and ethical procedures.
- B. I will make decisions in terms of the educational welfare of children and will seek to develop and maintain a public charter school that meets the needs of all children without discrimination.
- C. I will confine my Governing Board action to policy making, planning, and evaluation, and I will help to frame policies and plans only after the Board has consulted those who will be affected by them.
- D. I will carry out my responsibility, not to administer the charter school, but, together with my fellow Governing Board members, to see that the school is well run.
- E. I will recognize that authority rests with the Governing Board and will make no personal promises nor take any private action that may compromise the Board.
- F. I will exercise my judgment independent of special interest or partisan political groups, nor will I use the charter school for personal gain or for the gain of friends or relatives.
- G. I will hold confidential all matters pertaining to the charter school, that if disclosed, would needlessly injure individuals or the charter school. But in all other matters, I will provide accurate information and in concert with my fellow Board members, interpret to the staff the aspirations of the community for our charter school.

- H. I will support and protect school personnel in the proper performance of their duties.
- I. I will refer all complaints to the WHCS designated school administrator and will act on such complaints at public meetings only after failure of an administrative solution.
- J. I will devote time, thought, and study to the duties and responsibilities of a school board member so that I may render effective and credible service.
- K. I will keep an open mind and carefully consider all available facts in each situation before making a decision; render all decisions in open public meetings, making use of executive sessions as stipulated in the Open Meetings Act; vote my honest conviction in every case, un-swayed by partisan bias of any kind; thereafter, to abide by and uphold the final majority decision of the Governing Board and support the policy to my community.
- L. I will work with my fellow Governing Board members in a spirit of harmony, respect their rights and views, and make no critical remarks in or out of meetings about them or their opinions.

MISUSE OF POSITION: No Board member will use his/her position to attempt to influence the decision of any WHCS employee to grant special treatment to:

- A. the child or ward of such Board member,
- B. any relative of such Governing Board member,
- C. any "Related Entity".

For purposes of these policies, a "Related Entity" is a business enterprise, nonprofit organization or other entity with respect to which such Governing Board member, or a relative of such Governing Board member (i) has a direct or indirect financial interest; (ii) is an officer or director; or (iii) is otherwise in a position to control the management or decision-making of such entity.

NOTICE OF MEMBER'S OBLIGATIONS: Every Board member and every WHCS employee who is a parent or guardian of an WHCS student shall inform his or her child/ward that he or she is required to follow all rules, policies and procedures applicable to WHCS students, that he or she is not entitled to special treatment by virtue of the relationship with a Board member or employee, and that any attempt to seek such special treatment may result in disciplinary action.

#### ACCESS TO LEGAL COUNSEL

Legal counsel for the Walatowa High Charter School is appointed to serve the Governing Board. The governing board president and WHCS designated school administrator are authorized to

consult with the Board's attorney(s) as needed. In the event of any dispute between the WHCS designated school administrator and the Board, it shall be clearly understood that the Board's attorney(s) shall represent the Board's interests. If the Principal/Superintendent and Board president refuse to consult with the Board's legal counsel on a matter raised by at least two members of the Board, the attorney(s) shall respond to a request for information made in writing to the firm by the two members. The response from the attorney(s) shall be made available to the Principal/Superintendent and/or Board president and distributed to all members of the Board.

Copies of written responses from legal counsel must be provided by the Principal's/Superintendent's office to Board members within two weeks of receipt.

No charter school employee may consult the Board's legal counsel without permission of the WHCS Principal/Superintendent.

## SCHOOL CLOSURE

If, at any time and for any reason, the Walatowa High Charter School charter is revoked or the Charter is not renewed, the Governing Board in collaboration with the Public Education Commission and the New Mexico Public Education Department shall devise an appropriate plan for closing the school and transferring assets as required by applicable statutes and regulations.

## SAMPLE AGENDA

### I. Introduction

#### A. Call to Order

#### B. Roll Call

#### C. Approval of Agenda

#### D. Approval of Minutes

### II. Principal's Report

### III. Other Reports such as Business Manager

### IV. Public Comment

### V. Unfinished Business

### VI. New Business

### VII. Closing

#### A. Advance Planning

## B. Adjournment

### SAMPLE ADMINISTRATOR SELECTION PROCESS

This fact sheet summarizes the process for selecting head administration of WHCS, and individuals who are participating in the process.

- A. The Governing Board President, (1) Instructor, (1) Coordinator/Director will screen external candidates Application packets, including completed applications, resumes, and references.
- B. The Governing Board President, (1) Instructor, (1) Coordinator/Director will interview all the qualified internal/external candidates and identify the three top candidates.
- C. The Governing Board President will provide three candidates to the following committee: Committee members include; Governing Board President, (2) Certified Instructors, (1) Coordinator/Director (2) Community Members. If all efforts have been made to meet the committee membership criteria, exceptions may be made.
- D. The Committee will interview the three candidates and each committee member will articulate the strengths and weaknesses of each candidate. Committee will submit recommendations to the Governing Board President.
- E. The Governing Board President will recommend the final candidate to the Governing Board and will articulate his/her reasoning for this recommendation. Resumes of all the candidates and the articulation submitted by the committee members will be available for review by the Board members.
- F. All business of the committee is **STRICTLY CONFIDENTIAL**. That includes any information about the three candidates (including their names), the comments of any committee members or candidates, and the conclusions of any committee members.
- G. The reasons for the strict confidentiality policy include the need to respect the privacy of applicants who may be currently employed in the area and the importance of allowing WHCS to notify applicants who are not selected rather than having them hear the news “through the grapevine.”
- H. Because the charter school is interested in the opinions of each individual committee member rather than in a group consensus, it is unnecessary and inappropriate to attempt to influence the opinions of others before, during, or after the interviews

Committee interviews: The interviews are held in the evening at the charter school office and last approximately four hours. The interviews are very structured and formal.

- A. Before the interviews: The first 45 minutes is for committee members only. The Governing Board President describes the interview process and interview question(s) are designed prior to interview by Committee. The following time is devoted to interviewing the candidates, one at a time. (Candidates are asked to arrive 10 minutes early in case the committee is ready to interview them early. Individual interview time is one (1) hour)
- B. During the interviews: The Governing Board President acts as chair to facilitate each interview. Each committee member asks his or her designated question (Must ask the same set of questions to each individual that is interviewed.) Note-taking is permitted during the interviews, so be sure to write down your own thoughts, reactions, and observations about each candidate. Each interview lasts approximately 45 minutes.
- C. After each interview: When all questions have been asked, each committee member has 15 minutes to complete a written form detailing their opinion of the candidate's strengths and weaknesses, as well as their overall comments. You may feel that it is difficult to complete the comment sheets without seeing all the candidates to compare; it is possible to include your final thoughts, comparisons, and conclusions on the last candidate's sheet. There is no discussion among committee members between interviews.
- D. At the end of the final interview: After all the interviews are completed the written forms for each candidate are collected. While in past years, some committees may have discussed the interviews, shared opinions, or tried reach a consensus, such efforts are inappropriate and against WHCS policy.

Final selection: The official announcement is made publicly to committee members and the entire community at the following Governing Board meeting.

#### Sample Attributes of a Successful Principal

Approachable

Flexible

Morally sound, ethical

Visible on campus

Visionary

**STATEMENT OF GOVERNING BODY TO CONSULT WITH PED**

We, the undersigned, make up the governing body of Walatowa High Charter School, located in Jemez Pueblo, New Mexico.

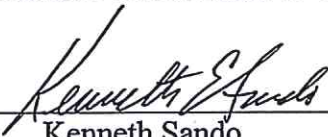
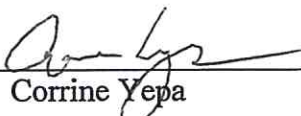
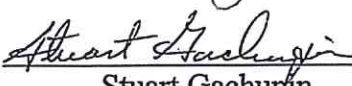

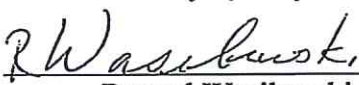
In accordance with 6.80.4.16 NMAC, we agree to consult with the New Mexico Public Education Department on any matter not covered by the manual of accounting and budgeting before taking any action related to funds held as a board of finance.

We make this statement as part of Walatowa High Charter School's application to the Public Education Commission for status as a board of finance under 6.80.4.16 NMAC.

We understand that we must retain or hire a Licensed School Business Manager as soon as financial feasible and, thereafter, notify the New Mexico Public Education Commission within 30 days of hiring and/or changing in a Licensed School Business Manager for the school, and a new, signed "Affidavit of Financial Custodian" must be submitted.

We understand that we must submit an Affidavit of Governing Body Member to the Public Education Commission within 30 days of a change in membership of our governing body.

THE FOLLOWING MEMBERS OF THE WALATOWA HIGH CHARTER SCHOOL GIVE THE FOREGOING STATEMENT THIS 23 DAY OF MAY 2018.

1.   
Kenneth Sando
2.   
Corrine Yepa
3.   
Stuart Gachupin
4.   
Danielyn Hardy
5.   
Rysard Wasilewski

Attach additional pages if membership exceeds five.

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, Stuart Gachupin, after being duly sworn, state:

1. My name is Stuart Gachupin and I reside in Jemez Pueblo, New Mexico.

2. I am a member of the governing body of the Walatowa High Charter School in Jemez Pueblo, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the Walatowa High Charter School governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Stuart Gachupin

[Signature]

05-06-14

Date

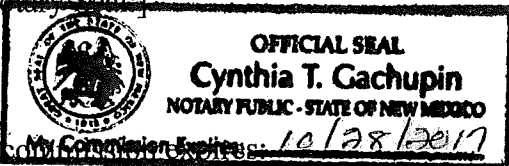
Stuart Gachupin

[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 6<sup>th</sup> day of May, 2014.

[Notary Seal]



Cynthia T. Gachupin  
NOTARY PUBLIC

My Commission Expires: 10/28/2017, 20  .



AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO )

COUNTY OF )

I, Danielyn J. Hardy, after being duly sworn, state: NM

1. My name is Danielyn J. Hardy and I reside in Zia Pueblo, New Mexico.

2. I am a member of the governing body of the [insert name of school] in Walatowa High Charter Sch. Jemez Pueblo, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

[Signature]  
[Signature]

3-2-15  
Date

Danielyn J. Hardy  
[Print]

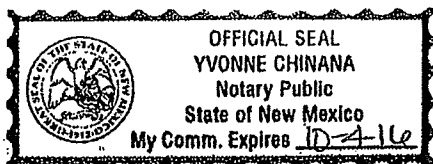
VERIFICATION

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 2 day of MARCH, 2015.

[Notary Seal:]

[Signature]  
NOTARY PUBLIC

My commission expires: OCT. 4, 2016.



**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )  
 )  
COUNTY OF )

I, KENNETH E SANDO, after being duly sworn, state:

1. My name is KENNETH E. SANDO and I reside in ALBUQUERQUE, New Mexico.

2. I am a member of the governing body of the [insert name of school] in WALATOWA CHARTER HIGH SCHOOL, TEJERU PUEBLO, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation any laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Kenneth E Sando  
[Signature]

June 4, 2012  
Date

KENNETH E. SANDO  
[Print]

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 4 day of June, 2012.

[Notary Seal:]



OFFICIAL SEAL  
MIQUELINA GONZALES  
NOTARY PUBLIC-State of New Mexico

Miquelina Gonzales  
NOTARY PUBLIC

My commission expires 09/28/15  
107  
101

# AFFIDAVIT OF GOVERNING BODY MEMBER

STATE OF NEW MEXICO )  
 )  
COUNTY OF SANDOVAL )

I, Ryszard Wasilewski after being duly sworn, state as follows:

1. My name is Ryszard Wasilewski, and I reside in Jemez Springs, New Mexico.
2. I am a member of the governing body of the Walatowa High Charter School located in Jemez Pueblo, New Mexico.
3. I am not currently a member of any governing body of any other charter school.
4. I have never been a member of any governing body of any other charter school that was suspended or failed to receive or maintain their board of finance designation.
5. I have read the school's conflict of interest policy and I assure that the school will be in compliance with state and federal law when administering grants and entering into contracts.

R. Wasilewski  
[signature]

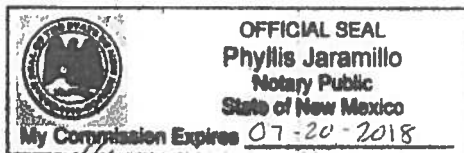
Ryszard Wasilewski, Member of Governing Body of Walatowa High Charter School

9/1/2015

Date

Subscribed and sworn to before me, this 10 day of 1, 2015.

[Notary Seal:]



Phyllis Jaramillo  
[signature of Notary]

Phyllis Jaramillo  
[typed name of Notary]

NOTARY PUBLIC

My commission expires: 07, 20, 2018.

**AFFIDAVIT OF GOVERNING BODY MEMBER**

STATE OF NEW MEXICO )

COUNTY OF )

I, Corinne Yapa, after being duly sworn, state:

1. My name is Corinne Yapa and I reside in James Pueblo, New Mexico.

2. I am a member of the governing body of the Walcroft High Charter [insert name of school] in James Pueblo, New Mexico.

3. I attest that I am currently not a current governing body member of any other charter school authorized in the state of New Mexico.

4. I have never been a governing body member of a charter school that was suspended or failed to receive or maintain their board of finance designation.

5. I understand that as a member of the [insert name of school]'s governing body, I am entrusted with oversight of expenditure of public funds in accordance with all applicable laws, regulations and rules, including but without limitation my laws or rules pertaining to conflicts of interest, public school finance, and procurement.

Corinne Yapa  
[Signature]

Corinne Yapa  
[Print]

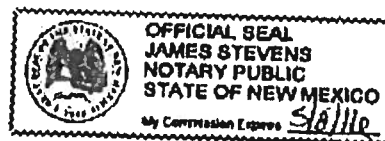
June 8, 2012  
Date

**VERIFICATION**

The forgoing Affidavit of Governing Body Member was subscribed and sworn to before me, this 8 day of June, 2012.

[Notary Seal:]

My commission expires: 5/8, 2016.



## AFFIDAVIT OF FINANCIAL RECORD CUSTODIAN

STATE OF NEW MEXICO )  
 )  
COUNTY OF Sandoval )

I, Katherine Toya, [affiant] after being duly sworn, state:

1. I live in the City of Jemez Pueblo, County of Sandoval, New Mexico.
2. In accordance with 6.80.4.16 NMAC, I agree to accept the responsibility of keeping the financial records of the charter school and recognized that I am in charge of maintaining public funds with fidelity and in accordance to public finance laws, rules and regulations.
3. I have completed the following training in the maintenance of financial records:
  - a) NMASO Trainings
  - b)
  - c)
4. Attached is a certificate of insurance that indicates that I am adequately bonded to take this responsibility.
5. I have earned the following certificates, licensures and/or degrees:

Certificate, licensure or degree	Educational Institution	Date	Current Yes/No
BBA	NM Highlands University	5-11-1985	Yes
MBA	NM Highlands University	8-04-1997	Yes

FURTHER AFFIANCE SAYETH NAUGHT.

Katherine Toya  
[Signature of Affiant]

5-26-2018  
Date

Katherine Toya  
[Print Name of Affiant]

### VERIFICATION

The forgoing Affidavit of Financial Records Custodian was subscribed and sworn to before me, this 26 day of May, 2018.

[Notary Seal:]

Henrietta Quintana  
NOTARY PUBLIC

My commission expires: 9.12, 2020.



# STATE OF NEW MEXICO



*In Recognition of  
The Fulfillment of the Requirements for  
School Personnel Licensure  
this*

LEVEL TWO PROFESSIONAL SCHOOL BUSINESS OFFICIAL LICENSE

is issued to

**KATHERINE TOYA**

Effective from July 1, 2011 to June 30, 2020

Licensure Number: 245836

*Hanna Plandera*  
Secretary of Education

## **DECLARATION OR CERTIFICATE OF INSURANCE**

Please attach or insert a copy of a declaration or certificate of insurance that indicates that the financial records custodian of Walatowa High Charter School is adequately bonded and that Walatowa High Charter School is insured through Public School Insurance Authority.

Attached:

- ☐ Bonding Declaration from: \_\_\_\_\_  
[Name of institution or agency]
- ☒ Certificate of Insurance from: Poms & Associates Insurance Brokers  
[Name of institution or agency]





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Clarice Montoya
Poms & Associates Insurance Brokers	PHONE (A/C, No, Ext): (800) 898-6236
320 Osuna Road N.E. Suite C-1	FAX (A/C, No): (505) 797-1432
	E-MAIL ADDRESS: CMontoya@PomsAssoc.com
Albuquerque NM 87107	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Scottsdale Insurance Co
IINA BA Inc.	INSURER B: Allied Insurance Co./Nationwide
1812 Schofield Lane	INSURER C:
Farmington NM 87401	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 17-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VRS0003062	11/17/2017	11/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 75,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACP CAA7245919185	11/17/2017	11/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		VES0002422	11/17/2017	11/17/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional		VRS0003062	11/17/2017	11/17/2018	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

Pueblo of Jemez Walatowa High Charter School Double Classroom Building 4471 Hwy 4 Jemez Pueblo, NM 87024	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE C Montoya/CMONTO
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*Approved by school  
6/5/18*

## WALATOWA HIGH CHARTER SCHOOL

### Walatowa High Charter School Lottery Policy

Pursuant to NMSA 22-8B-4.1 A, Walatowa High Charter School lottery policy is as follows:

Walatowa High Charter School will enroll students on a first-come, first-served basis between November 25, 2018 and April 12, 2019. The school will have 150 seats available in each opening grade: 9<sup>th</sup> through 12<sup>th</sup> grade (37 per grade).

If, on April 12 at 12:00pm, there are more enrollment applications than seats available in a given grade, the school will hold a public lottery selection process.

There will be no allowable admission preferences, except students who have a previously admitted sibling for a different grade.

In subsequent years, admissions preference will be given to:

- (A) Students who have previously been admitted to and have attended the School, admitted through a similar admissions process
- (B) Siblings of students who are already attending to or admitted to the School

### Walatowa High Charter School Lottery Procedures

Between December and the end of the first week of April, families interested in sending a child to attend Walatowa High Charter School for the 2019-20 school year complete an enrollment "application" (titled "application" because of the chance that the student may be entered in a public lottery in order to obtain a seat).

Families may submit their enrollment forms in two ways:

- (1) Via a secure website at [walatowahcs.org](http://walatowahcs.org).
  - a. Parents/guardians create an account
  - b. Parents/guardians submit an enrollment form online for each student they wish to enroll
- (2) Via a paper form that will be returned to the WHCS Administration

- McKinney Vento Forms

Students and families must also submit:

- Proofs of Residency (New Mexico): Utility bill, lease, mortgage with name and current address
- Student Birth Certificate
- Immunization Records
- Tribal Affiliation

After a family submits completed registration forms, the student is officially enrolled for the upcoming school year.

### **Walatowa High Charter School Admissions Procedures**

Walatowa High Charter School does not discriminate on the basis of any characteristic protected under State or Federal law including, but not limited to, race, color, age, sex, creed or religion, handicap or disability, marital status, citizenship status, veteran status, membership in the national guard, State defense or reserves, sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the School's premises during non-working hours, or any other characteristic protected by law in its enrollment, lottery, and admissions practices.

### **Walatowa High Charter School Waitlist Procedures**

If a student is either not admitted through the public lottery, or submits an enrollment application after all seats in the school are filled, the student will be added to the waitlist in the order in which s/he applied.

If a student who is a sibling of a Walatowa High Charter School student applies after all of a grade's seats are filled, the sibling will be given preference on the waitlist and placed at the top of the list of non-sibling students, but behind other siblings already on the waitlist.

### **Mid- Year Vacancy Enrollment Procedure**

Walatowa High Charter School endeavors to serve the most students possible in each academic year, given the school's enrollment cap.

In the event that a Walatowa High Charter School student leaves the school in the middle of the year, the school will attempt to fill that seat with a student from that grade level's waitlist, through the following procedure:

1. Walatowa High Charter School Executive Director and/or designee will confirm that the departing student is no longer enrolled in Walatowa High Charter School.
2. Within 48 hours of un-enrolling the student, the Walatowa High Charter School Executive Director and/or designee will review the grade level waitlist in the school's online enrollment platform and call the family of the student listed first on the waitlist for the given grade level.



WALATOWA HIGH CHARTER SCHOOL

CERTIFICATE OF ASSURANCES

My name is Kenneth Sando and I reside in Albuquerque, NM. I am a member of the governing body for Walatowa High Charter School, a charter school which is located at Jemez Pueblo, NM. I certify that the Walatowa High Charter School complies with all applicable federal and state laws governing the organizational programmatic and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.

11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.

12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.

13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.

14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.

15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.

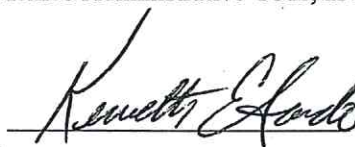
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.

17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.

18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Kenneth Sando

Printed Name



Signature





WALATOWA HIGH CHARTER SCHOOL

CERTIFICATE OF ASSURANCES

My name is Rizcard Wasilewski and I reside in Jemez Springs, NM. I am a member of the governing body for Walatowa High Charter School, a charter school which is located at Jemez Pueblo, NM. I certify that the Walatowa High Charter School complies with all applicable federal and state laws governing the organizational programmatic and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.

11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.

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14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.

15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.

16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.

17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.

18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Rizcard Wasilewski

Printed Name

R. Wasilewski

Signature



WALATOWA HIGH CHARTER SCHOOL

CERTIFICATE OF ASSURANCES

My name is Danielyn Hardy and I reside in Zia Pueblo, NM. I am a member of the governing body for Walatowa High Charter School, a charter school which is located at Jemez Pueblo, NM. I certify that the Walatowa High Charter School complies with all applicable federal and state laws governing the organizational programmatic and financial requirements applicable to charter schools, including:

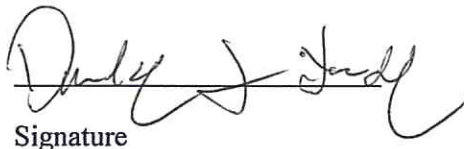
1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
3. The CHARTER SCHOOL is a nonsectarian and non-religious public school.
4. Except as otherwise provided in Section 22-12-5(C) NMSA 1978 the Public School Code, the CHARTER SCHOOL does not charge tuition or have admission requirements.
5. The CHARTER SCHOOL complies with all state and federal health and safety requirements applicable to public schools, complies with Sections 22-8B-4.2(A), (C), and (D) NMSA 1978, and must produce an E-Occupancy certificate for all school facilities.
6. The governing body does not and will not contract with a for-profit entity for the management of the CHARTER SCHOOL.
7. The CHARTER SCHOOL complies with all applicable state and federal laws and rules related to identifying and providing special education services.
8. The CHARTER SCHOOL complies with provisions regarding public property identified in the Public School Code, the New Mexico Procurement Code, and the New Mexico Prohibited Sales Act, the Internal Revenue Code, and other applicable federal and state regulations.
9. The CHARTER SCHOOL ensures that criminal background checks are conducted on all employees and applicable reporting is completed in accordance with Section 22-10A-5 NMSA 1978.
10. The CHARTER SCHOOL ensures that it complies with state regulations regarding the use of volunteers set out in Section 6. 50.18 NMAC.



11. The CHARTER SCHOOL complies with the Age Discrimination Act of 1975, Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Individuals with Disability Education Act.
12. The CHARTER SCHOOL provides equitable access to and participation in its federally assisted program for students, teachers, and other program beneficiaries with special needs.
13. Meetings of the CHARTER SCHOOL Governing Body comply with the New Mexico Open Meetings Act, Sections 10-15-1 et seq., NMSA 1978 and the Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978.
14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.
15. The CHARTER SCHOOL has and will adopt all policies and procedures required by the Public School Code, the New Mexico Administrative Code, and the Public Education Commission.
16. The Governing Body or head administrator of the CHARTER SCHOOL recognizes and works with employee labor representatives, if any.
17. The CHARTER SCHOOL has and will develop personnel policies that comply with all applicable federal and state labor laws, regulations and rules implementing them.
18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Danielyn Hardy

Printed Name

  
Signature





WALATOWA HIGH CHARTER SCHOOL

CERTIFICATE OF ASSURANCES

My name is Stuart Gachupin and I reside in Jemez Pueblo, NM. I am a member of the governing body for Walatowa High Charter School, a charter school which is located at Jemez Pueblo, NM. I certify that the Walatowa High Charter School complies with all applicable federal and state laws governing the organizational programmatic and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
2. The CHARTER SCHOOL'S admission process do not discriminate against anyone regarding race, color, age, religion, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental disability, or serious medical condition.
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18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Stuart Gachupin

Printed Name



Signature



WALATOWA HIGH CHARTER SCHOOL

CERTIFICATE OF ASSURANCES

My name is Corrine Yepa and I reside in Jemez Pueblo, NM. I am a member of the governing body for Walatowa High Charter School, a charter school which is located at Jemez Pueblo, NM. I certify that the Walatowa High Charter School complies with all applicable federal and state laws governing the organizational programmatic and financial requirements applicable to charter schools, including:

1. The CHARTER SCHOOL'S admission processes are in compliance with Sections 22-2-4(A)-(D) and 22-8B-4.1 NMSA 1978.
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14. The CHARTER SCHOOL complies with all requirements of The Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99.

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18. The CHARTER SCHOOL had and will develop a curriculum that is aligned to the New Mexico State Standards found in Title 6 Chapter 29 of the New Mexico Administrative Code, as amended.

Corrine Yepa

Printed Name



Signature



## WALATOWA HIGH CHARTER SCHOOL

To: New Mexico School Facilities Authority; New Mexico Public School Capital Outlay Council; New Mexico Public Education Commission; New Mexico Public Education Department From: Paul Chinana, Pueblo of Jemez Governor

From: Dr. A. Wilkinson, WHCS Executive Director  
N.M. Charter School Division

C.C: Pueblo of Jemez Tribal Administration- Paul Chinana, Governor

Date: May 25, 2018

Re: Walatowa High Charter School Facility Assurance/Assessment

The Walatowa High Charter School is located on Pueblo of Jemez Tribal Land. These federal lands are considered sovereign and all facilities fall under the jurisdiction of the Pueblo of Jemez.

The Walatowa High Charter School has leased the current facility from the Pueblo of Jemez (Landlord) which maintains the facility at no additional cost to the school. Currently, the Walatowa High Charter School has a five-year lease beginning July 2017 and ending June 2022.

Annual facility evaluations are conducted by the Pueblo of Jemez Facilities and Public Works Department and Indian Health and Human Services. The schools current facility meets adequate standards and all applicable requirements as follows: NMPSFA Certificate and the approval of the most recent PSFA facility assessment which indicate an NMCI score of 6.48%.

Approval of facilities can be found on the current PSCOC approved funding allocation regarding WHCS facilities and NMPSFA. <http://www.nmpsfa.org>

Should you have any questions or require any additional information, please contact my Executive Assistant, Lynn Toledo at 575-834-7359 to schedule a time to meet with the Pueblo of Jemez Tribal Administration.



## EDUCATIONAL LEASE OF TRIBAL OWNED LAND

This Educational Lease of Tribal Owned Land ("Lease") is made and entered into by and between the Pueblo of Jemez, a federally recognized Tribe of Indians residing in New Mexico, hereinafter designated as ("Lessor,") and Walatowa High Charter School ("Lessee"), a New Mexico public charter school.

WITNESS, the parties hereto, for the consideration mentioned below, agree as follows:

1. **LEASED PREMISES.** Lessor hereby Leases to the Lessee all that tract or parcel of land situated on the Jemez Pueblo Indian Reservation, County of Sandoval, State of New Mexico, and described as follows (the Leased Premises):

A parcel of land situated within the Youth Education Athletic and Health (YEAH) area adjacent to the Pueblo of Jemez Youth Center, containing an area of approximately 1.4 acres together with three (3) buildings situated on the lease premises situated on the Jemez Pueblo Indian Reservation, County of Sandoval, State of New Mexico;  
Exhibit A

2. **USE OF PREMISES.** The Leased Premises are to be used by the Lessee for the purpose of operating a New Mexico public charter school and such other related and permissible purposes. The Lessee agrees not to use any part of the Leased Premises for any unlawful conduct or purposes and will comply with all applicable Federal Laws.

3. **TERM.** The term of this Lease shall be for five (5) year beginning on July 1, 2017 through June 30, 2022 or the "effective date" of this Lease, which ever date is later. The Lessee shall have a five-year option to renew the Lease on the same terms and conditions contained herein, except that the rent may be negotiated based on the New Mexico Public Education facilities funding allocation, but in no event shall rent exceed the total sum the Lessee receives as lease reimbursement payments annually pursuant to NMSA 1978, §22-24-4I, as amended. The Lessee shall provide written notice of its intent to renew the lease by ninety (90) days prior to the expiration of the prior term. Notwithstanding the foregoing, this lease shall terminate without further obligation to Lessee, if the Lessee's charter is revoked or not renewed at any time prior to the end of a current lease term.

4. **RENT.** The Lessee agrees to pay the Lessor an annual rental based on the negotiated annual New Mexico Public Education facilities funding allocation. For 2017-2018, the Lessee agrees to pay \$38,285.00 in four quarterly installments for the following facilities: Three portable classroom buildings/gymnasium. Lessor hereby approves said rental payment notwithstanding the \$38,285.00 could be less than fair market value. The Lessor agrees that rents paid during this term or any subsequent term of this lease shall constitute security for performing the utilities and other charges described in paragraph 7, below.

5. **IMPROVEMENTS.** All buildings or other improvements now existing or hereafter constructed on the Leased Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension, improvements or renewal thereof, Lessee shall obtain any necessary governmental permits, approvals or authorization required for the

construction and use of all improvements it places or causes to be placed on the Leased Premises, and shall comply with all laws applicable to the construction and use of improvements. All improvements must have prior written approval from Pueblo of Jemez Tribal Administration. It is understood and agreed that any buildings or other improvements placed upon the said land by the Lessee become the property of the Lessor upon termination or expiration of this lease. Lessor will ensure that facilities are maintained in compliance with federal facility guidelines and requirements in order to meet e-occupancy certification which is required by the State of New Mexico.

6. **MAINTENANCE AND REPAIRS.** Lessor shall be responsible for all buildings and ground maintenance. Lessor shall keep, at Lessor's own expense, the said premises in good order and repair during the term of this Lease, or any extension or renewal thereof, and will repair and replace promptly, at Lessor's own expense, any and all damage, including but not limited to, damage to roof, walls, floors and foundations, heating and cooling units, electrical, plumbing, glass, sidewalks, and all other appurtenances, that may occur from time to time. If Lessor fails to make such repairs and replacements promptly or if such repairs and replacements have not been made within fifteen (15) days after the occurrence of damage, Lessee may, at Lessee's option, make such repairs and replacements, and Lessor shall be responsible for to promptly repay Lessee for said expenditures.

7. **UTILITIES AND OTHER CHARGES.** Lessee shall pay for all utilities including, without limitation, water, sewage, garbage (if available), gas, electric, telephone and such other utilities and expenses required to operate the school. The Lessee shall pay, as they become due, all utility and related charges for services that are furnished to the leased premises.

8. **NOTICE.** Notices concerning this Lease shall be delivered to the parties at the following address:

Lessor: PUEBLO OF JEMEZ  
PO Box 100  
Jemez Pueblo, NM 87024-0096

Lessee: WALATOWA HIGH CHARTER SCHOOL  
P.O. Box 669  
Jemez Pueblo, NM 87024

9. **DELIVERY OF PREMISES.** Upon expiration of this Lease, Lessee and any successors in interest shall, upon demand, surrender to Lessor complete and peaceable possession of the Leased Premises and all improvements thereon shall be the sole property of the Lessor.

10. **FEDERAL SUPERVISION.**

- (a) Nothing contained in this Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the Leased Premises by the issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the Lease.



- (b) No member of Congress or any delegate thereto or any Resident Commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise herefrom.

11. **QUIET ENJOYMENT.** Lessor agrees to defend the title to the Leased Premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of this Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other persons whomsoever, except if the requirements of any part of this Lease are not kept by the Lessee. Notwithstanding the foregoing, Lessee and his or her (their) assigns is (are) subject to all the laws of the Tribe to the same extent as any other Tribal member or resident.

12. **ASSIGNMENT AND SUBLEASE.** Except as otherwise provided herein, Lessee shall not assign or sublet this Lease without the prior written consent of the Lessor and sureties (as found in 25 CFR 162), and approval of the Secretary of the Interior.

13. **RESERVATIONS:** Lessee shall use the premises exclusively for educational purposes, except as otherwise agreed to by the parties. Any rights not expressly provided are reserved by the Lessor.

14. **EFFECTIVE DATE.** This Lease and all its terms and provisions shall be binding upon the successors and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on the date of approval by the Secretary.

15. **OBLIGATION TO THE UNITED STATES.** It is understood and agreed that while the Leased Premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligation of his, hers (theirs) sureties, are to the United States as well as to the owner of the land.

16. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

17. **VIOLATIONS OF LEASE.** It is understood and agreed that violations of this Lease shall be acted upon in accordance with the regulations in 25 CFR Part 162. In the event of a violation Lessor shall notify Lessee within five (5) business days of the violation. Notice shall be made by certified mail return receipt requested to the address stated in paragraph 9 of the Lease. Within ten (10) business days of the violation, the Lessee must:

- (a) cure the violation and notify the Lessor in writing that the violation has been cured;
- (b) dispute the Lessor's determination that a violation has occurred and/or explain why the Lessor should not cancel the Lease;
- (c) request additional time to cure the violation(s).

18. **CARE OF PREMISES.** It is understood and agreed that the Lessee is to keep the premises covered by this lease in good repair. Lessee shall not commit or permit to be committed any waste whatever on said premises and shall not remove or tear down any building or other improvements thereto, but shall keep the same in good repair. Lessee shall not destroy or permit



to be destroyed any trees, except with the consent of the Lessor and shall not permit the premises to become unsightly. The Lessee will be held financially responsible for all unrepaired damages to buildings, fences, improvements or appearance, except for the usual wear and decay.

19. **FORCE MAJEURE.** Whenever under this instrument a time is stated within which or by which original construction, repairs or re-construction of said improvements shall be completed, and if during such period any cause reasonably beyond the Lessee's power to control occurs, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

20. **INSPECTION OF THE PREMISES.** The Lessor and their authorized representative shall have the rights, at any reasonable times during the term of this lease, and with reasonable notice, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

21. **INDEMNIFICATION.** Neither the Lessor nor the United States, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or sublessees or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire, or other casualty on said premises or from any other cause whatsoever; and Lessee, as a material part of the consideration for this lease, hereby waives on Lessee's behalf all claims against Lessor and/or the United States and agrees to hold Lessor and/or the United States free and harmless from liability for all claims for any loss, damage, or injury arising from the use for the premises by Lessee, together with all costs and expenses in connection therewith.

22. **LATE PAYMENT INTEREST.** It is understood and agreed between the parties hereto that, if any installment of rental is not paid within 30 days after becoming due, interest will be assessed at the existing prime rate, plus three (3) percent, times the amount owed for the period during which payments are delinquent. Interest will become due and payable from the date such rental becomes due and will run until said rental is paid. The interest rate formula is  $\text{Interest} = (\text{Prime rate} + 3\%) \text{ times } (x) \text{ amount due.}$


23. **INSURANCE.** The Lessee agrees, so long as this lease is in effect, to keep buildings and improvements on the leased premises insured against loss or damage by fire with extended coverage endorsements in an amount equal to the full insurable value of the buildings and improvements insured.

LESSEE: WHCS Governing Board President:



Date: 6/21/2017

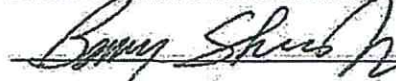
WHCS Superintendent/Executive Director:

  
Date: 6/21/17

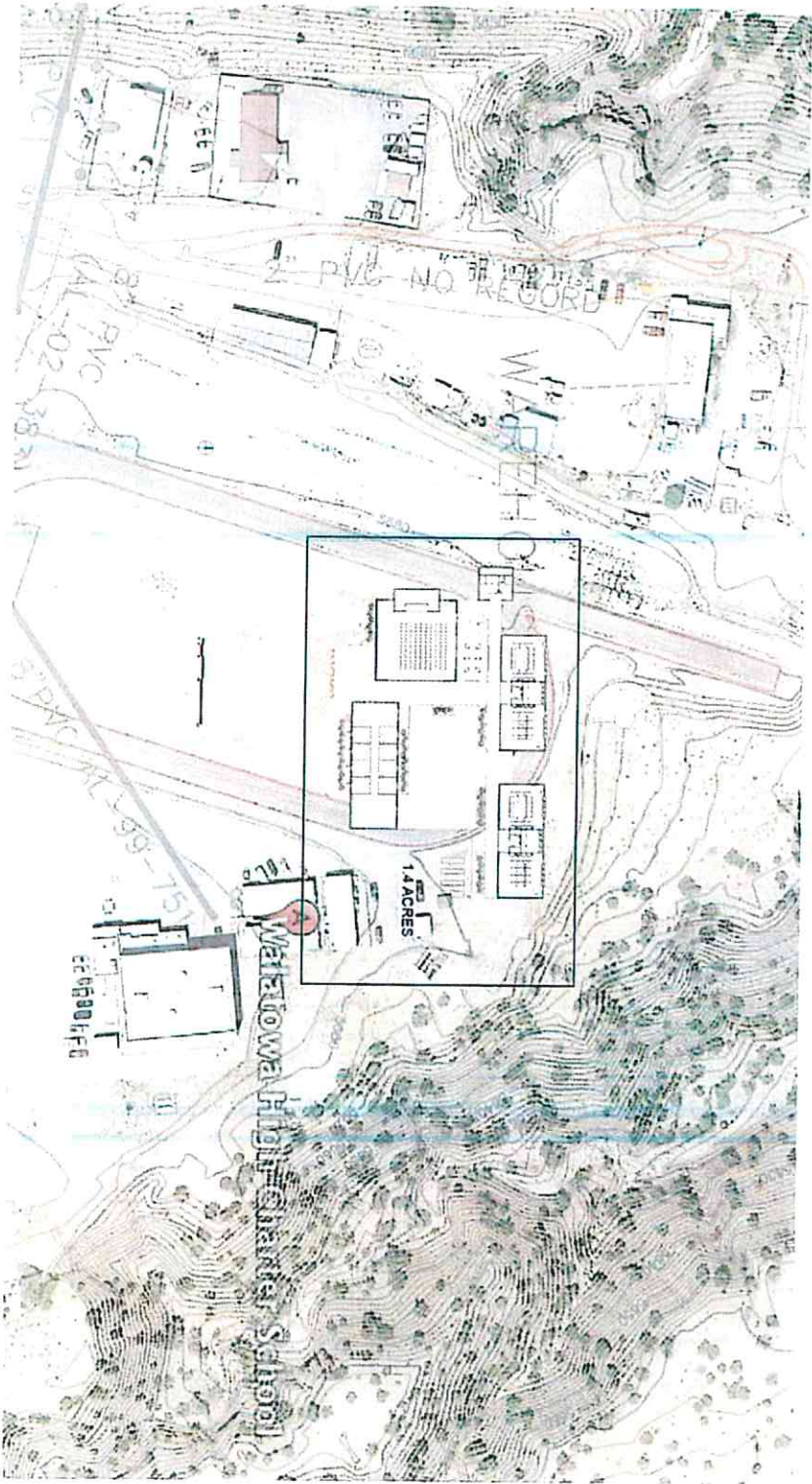
LESSOR: Pueblo of Jemez Governor

  
Date: 6/21/17

Pueblo of Jemez Tribal Administrator:

  
Date: 6/21/17





WHCS CAMPUS  
Proposed Campus Plan: Aerial View DD V.2



NEW MEXICO  
GENERAL SERVICES DEPARTMENT

*Dr. Aron Wilkinson*

*Who has satisfactorily pursued the certification training program and  
passed the required examination.*

*in accordance with the requirements established pursuant to*

NMSA 13-1-95.2

*is hereby awarded on this 2nd day of November 2017*

*Chief Procurement Officer Certification*

*Certificate No.* CPO-2017-00000-01893



*Lawrence O. Maxwell*  
*State Purchasing Agent*