



Santa Fe Public Schools

World-Class City. World-Class Schools.

Charter School Contract

Between Santa Fe Public Schools

and

The Academy for Technology and the
Classics

July 1, 2015

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This charter contract (“Contract”), effective July 1, 2015, is entered into between the Santa Fe Public Schools (“Authorizer”) and The Academy for Technology and the Classics, a public charter school (“School”), collectively referred to as the “Parties.”

Article I. Recitals

Section 1.01 Purpose

The Charter Schools Act (“Act”)ⁱ enables a charter school to:

- Structure its educational program and 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;
- Develop different and innovative ways of measuring student learning and achievement which address the needs of all students, including those determined to be at risk;
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- Improve student achievement;
- Provide parents and students with an educational alternative by creating new, innovative and more flexible ways of educating children within the public school system;
- Encourage parental and community involvement in the public school system; and
- Develop and use site-based budgeting that meets state fiscal requirements.

Section 1.02 History

The Authorizer granted the School a Charter in 2000. The Charter was renewed in 2004, 2009, and 2014. See Exhibit 1, December 14, 2014 Renewal of Charter.

The School is governed by a Governing Council, operating under applicable laws and rules and established bylaws.

The School was initially located at the Santa Fe Armory and then relocated to portable classrooms on the grounds of the Genoveva Chavez Community Center. The School and the ATC Foundation, a private, non-profit 501(c)(3) corporation whose mission is to support the School, secured funding for construction of the School's current facility, located at 74 A Van Nu Po, Santa Fe, New Mexico. The School moved into its current facility in 2007.

In September 2014, ATC Foundation purchased the facility, and the School entered into a lease purchase agreement with the ATC Foundation, in satisfaction of the requirements for a lease purchase agreement under the Public School Lease Purchase Act.

Article II. Parties, Notice and Intent

Section 2.01 Parties

The Authorizer has authority accorded to it by law to approve applications for initial and renewal charter school applications. The School is a charter school approved by the Authorizer.

Section 2.02 Notice

Any notice required or permitted under this Contract shall be in writing and shall be effective upon receipt by personal delivery or by email (subject to acknowledgement of receipt) or upon receipt by certified mail, to the School's Principal for notice to the School, or to the Authorizer representative for notice to the Authorizer at the addresses

set forth below. Either Party may change the address for notice by giving written notice to the other Party.

Santa Fe Public Schools

610 Alta Vista
Santa Fe, New Mexico 87505

School

Susan Lumley
Principal
The Academy for Technology and the Classics
74 A Van Pu No Road
Santa Fe, New Mexico 87507
slumley@sfps.info

Section 2.03 Creation of Essential Documents

Essential Documents. This Contract and the Performance Frameworks (discussed in Articles V through VIII below), including the annual performance indicators set under the Performance Frameworks, form the essential documents governing the Parties ("Essential Documents"). Goals set forth in the renewal application shall be reviewed by the Parties as part of the basis for the negotiations of the Performance Frameworks as further described in Section VI below. Where appropriate, the conditions agreed to by the Authorizer and the School in the renewal application may become annual performance indicators in the Performance Frameworks in order to monitor the School's satisfaction of the conditions.

Article III. General Governing Principles

Section 3.01 Public Charter School

The School is authorized by the Authorizer to operate as a public charter school, and is a separate legal entity from the Authorizer.ⁱⁱ The School is subject to all applicable state and federal laws, rules, and policies.ⁱⁱⁱ

Section 3.02 Term of the Contract

This Contract and the Performance Frameworks are effective as of July 1, 2015.
The Term of this Contract shall run until June 30, 2020.

Section 3.03 Availability of Funds

Although this Contract is for the operation of the School for the Term of the Contract, any financial commitment on the part of the Authorizer, if applicable, contained in this Contract is subject to annual appropriations of the New Mexico Legislature.

Section 3.04 Board of Finance

The Governing Council of the School is qualified as a Board of Finance.

Article IV. Oversight to Allow Autonomy

Section 4.01 Oversight Allowing Autonomy

The Authorizer shall comply with the provisions of the Act and the terms of the Contract in a manner that does not unduly inhibit the autonomy granted to the School. To meet the purposes of the Act, the School determines the processes it uses to achieve the successful outcomes for its students. The Authorizer's role is to evaluate the School's outcomes according to this Contract and the Performance Frameworks rather than to establish the processes by which the School achieves the outcomes sought.

Section 4.02 Charter School Rights and Obligations

(a) Curriculum, Instructional Program, Student Performance Standards

The School shall have the authority and responsibility for designing and implementing the educational plan described as Material Terms of the Charter in Section 8 below.

(b) Site Based Management.

The School is responsible for its own operation, including preparation of a budget; is subject to audits^{iv}; may contract for services; and shall address personnel matters in accordance with the School Personnel Act^v and all other applicable laws.

(c) Right to Sue

The School's Governing Council may sue and be sued consistent with the provisions of the state Tort Claims Act.

(d) Limitation on Liability

The Authorizer shall not be liable for any acts or omissions of the School.^{vi}

(e) Employees

All employees hired by the School shall be employees of the School for which the Authorizer has no employment responsibility.

(f) Policies

The School shall adopt policies and/or procedures as needed. The School shall be exempt from the Authorizer's policies except to the extent required by applicable law and rule and to the extent the School adopts policies of the Authorizer. The School's Policies are attached as Exhibit 2.

(g) Acquisition of Property and Gifts

The School, within constitutional and statutory limits, may acquire and dispose of property, provided that, upon termination of the Charter, all assets of School shall revert

to the state, except that, if all or any portion of a School facility is financed with the proceeds of general obligation bonds issued by a local school board, the facility shall revert to the local school board.^{vii}

The School's Governing Council may accept or reject any charitable gift, grant, devise or bequest; provided that no such gift, grant, devise or bequest shall be accepted if subject to any condition contrary to law or to the Material Terms of this Contract as set forth in Article VIII below. The particular gift, grant, devise or bequest shall be considered an asset of the School.

Section 4.03 Authorizer Rights, Obligations, and Processes for Oversight

(a) Authorizer Criteria, Processes and Procedures

The Act requires that the Authorizer to develop and maintain the criteria, processes and procedures^{viii} that the Authorizer and its designees will use for ongoing oversight of organizational, financial and academic performance of the School. Accordingly, these criteria, processes and procedures are set forth in this Article IV and in Articles V through VIII below.

In areas where the School needs improvement, as identified by results of the assessment of the School under the Performance Framework, and as requested by the Authorizer, the School shall present an Improvement Plan to the Authorizer for approval. The School will report to the Authorizer on the progress of any Improvement Plan, as established in the Improvement Plan. The Authorizer may require and the School shall implement a Corrective Action Plan. If warranted the Authorizer may implement revocation, suspension or other procedures pursuant to the process in Article XI.

(b) Authorizer Development of Policies and Protocols

The Authorizer shall develop and maintain chartering policies and practices consistent with nationally recognized principles and standards for quality charter authorizing as set forth by the Act, including policies regarding charter school oversight and evaluation; organizational capacity and infrastructure; evaluation of charter applications; performance contracting; charter school corrective action plans; and suspension, revocation, renewal, and closure processes. This Contract and the Performance Frameworks demonstrate, in part, implementation of the Authorizer's chartering policies and practices.

(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal

The Authorizer shall develop processes for suspension, revocation or nonrenewal of a public charter school.^{ix} In the event that the Authorizer determines that suspension, revocation or nonrenewal of the School is appropriate, the Authorizer shall:

- i. Provide the School with timely notification of the proposed suspension, revocation or nonrenewal of the Charter and the reasons for such action;
- ii. Allow the School a reasonable amount of time of no less than 30 days absent exigent circumstances to prepare and submit a response to the Authorizer's action; and
- iii. Submit the final determination made by the Authorizer to the New Mexico Public Education Department ("NMPED").

In addition, Article XI below also sets forth terms relating to suspension, revocation and nonrenewal.

(d) Authorizer Development of a Performance Framework

The Authorizer shall establish annual Performance Framework templates that set forth clear academic and operations performance indicators, measures and metrics that includes the following:

- i. Student academic performance;
- ii. Student academic growth;
- iii. Achievement gaps in both proficiency and growth between student subgroups;
- iv. Attendance;
- v. Recurrent enrollment from year to year;
- vi. Post-secondary readiness and graduation rate;
- vii. Financial performance and sustainability; and
- viii. Governing Council performance, including compliance with all applicable laws, rules, and terms of the Contract.

The Authorizer shall implement the performance indicators, metrics and measures through the Performance Frameworks. Any additional indicators shall be negotiated in good faith between the Parties and included in the annual School Specific Indicators as discussed in Article V below.

(e) Authorizer Development of a Closure Protocol

The Authorizer shall establish a closure protocol in the event the School closes. In the event of closure, the Authorizer shall oversee and work with the School to ensure a smooth and orderly closure and transition for students and parents according to the

closure protocol and to ensure that assets are appropriately accounted for and protected.^x In addition, Article XII below also sets forth terms relating to closure.

(f) **Authorizer Obligations Relating to the Contract and Monitoring**

(i) **Execute the Contract in Good Faith**

The Authorizer shall execute this Contract, in good faith, so long as it meets the requirements of the Act^{xi}.

(ii) **Collect, Analyze and Report Data**

The Authorizer shall collect, analyze and report all data from state assessment tests in accordance with the Performance Frameworks.

Access to data and state assessment

The School shall obtain information where possible directly from NMPED, including but not limited to test scores, Elementary and Secondary Education Act school improvement status, A-F school grading designation, Common Core alignment information, special education notices, and funding information. The Authorizer at the request of the School shall provide the School with substantive information pertaining to the School to which the Authorizer has access in a timely way that is otherwise not provided directly to the School by the NMPED.

Data available through student information systems

To the extent possible, the Authorizer shall not request reports from the School that are otherwise available to the Authorizer through student information systems or other data sources available to the Authorizer, including but not limited to those data sources created and kept by the NMPED.

In the event that information requested on the reports is available to the Authorizer's designee from the student information systems or other data sources reasonably available to the Authorizer, the Authorizer shall pre-populate required reports and provide this pre-populated report to the School.

(iii) **Conduct oversight**

The Authorizer shall conduct and require oversight activities according to its policies and procedures to allow the Authorizer to fulfill its responsibilities under the Act, including conducting appropriate inquiries and investigations, when warranted.

(iv) **Monitor school's progress (site visits)**

The Authorizer shall continuously monitor and conduct at least one annual visit to the School to provide technical assistance to determine the overall organizational, academic and financial performance of the School as described in the Performance Frameworks.

Annual Site Visit

The Authorizer shall make at least one annual visit to the School ("Annual Site Visit").^{xii} The Authorizer, however, may conduct such monitoring activities in its performance review as it deems appropriate to ensure that the School is complying with applicable law, the terms of this Contract and Essential Documents. Except in extraordinary circumstances, Authorizer visits should be prearranged and with reasonable notice to avoid disruption of the educational process. The Authorizer reserves the right to make unannounced visits to public meetings or to the School.

Annual Site Visit/Site Visit Report

The protocol for the Annual Site Visit and Annual Site Visit Report shall be conducted and prepared according to the Authorizer protocol and forms provided relating to the Performance Frameworks (as discussed in Articles V - VIII below) and any plan created pursuant to this Contract (i.e. Improvement Plan or Corrective Action Plan). The protocol and forms shall be provided at least 30 days in advance to the School. The Annual Site Visit shall contain a review, at a minimum, of the School's evidence of progress towards the indicators identified in the Performance Frameworks and progress towards any plan created pursuant to this Contract, as applicable.

Following the Annual Site Visit, the Authorizer shall complete a draft of the Annual Site Visit Report and present it to the School within 45 days after completion of the site visit. The School shall have 30 days to provide input and comment.

(v) Review data

The Authorizer shall review the data provided by the School to support ongoing evaluation according to the terms of the Contract.

(vi) Notify school of unsatisfactory performance

The Authorizer shall notify the School in a timely manner of unsatisfactory performance on the organizational, academic or financial frameworks, or any other factor that may result in an Improvement Plan, Corrective Action Plan, nonrenewal or revocation as determined during the annual site visit or at any other time.

If, based on a performance review conducted by the Authorizer, the Authorizer finds that the School is not making satisfactory progress towards organizational, academic or financial performance or the Authorizer believes there to be a breach of this Contract, the Authorizer may take any steps allowed by law including but not limited

to establishment of an Improvement Plan or a Corrective Action Plan as set forth in Article XI.^{xiii} The Authorizer may suspend or revoke the School's Charter if warranted under the Act^{xiv} and according to the process established by the Authorizer.

(vii) Suspension, revocation or nonrenewal of the Charter and Contract

The Authorizer may suspend, revoke or not renew this Contract and the Charter^{xv} if the Authorizer determines that the School:

- i. Committed a material violation of any of the conditions, standards or procedures set forth in this Contract;
- ii. Failed to meet or make substantial progress toward achievement of the department's minimum educational standards or the student performance standards identified in the Contract;
- iii. Failed to meet generally accepted standards of fiscal management; or
- iv. Violated any provision of law from which the School was not specifically exempted.

(viii) Identify Reasons for Suspension, Revocation or Nonrenewal

The Authorizer shall state in writing and at a public meeting its reasons for the suspension, revocation or nonrenewal, including the factual bases therefore, if the Authorizer revokes, suspends or does not renew a charter.^{xvi}

Section 4.04 Funding

(a) Authorizer Budget for Two Percent Administrative Fee

The amount of funding allocated to the School shall not be less than ninety-eight percent of the school-generated program costs.^{xvii} The Authorizer may withhold and use the remaining two percent of the school-generated program cost for its administrative support of the School.

(b) Federal Program Funding for Charters

The School is authorized by law to apply for federal funding for which it may be eligible.^{xviii}

(c) Annual Audits

The School agrees to pay its proportionate share of the Authorizer's annual audit expense and to budget an appropriate amount annually for purposes of conducting the School's annual audit.

The School has an associated not-for-profit foundation, ATC Foundation, and the foundation is designated as a component unit of the School. The foundation shall pay a reasonable, additional amount to include the not-for-profit foundation in the School's audit.

School Delay in Audit. If the School's annual audit is delayed and that delay results in the School and/or the Authorizer receiving a "late audit report" finding, NMPED shall notify the Authorizer and the School with that information once the audit is released publically. The Authorizer may determine that the "late audit report" finding constitutes a violation of this Contract or the Performance Framework indicators and shall provide the School a reasonable opportunity to submit an explanation for the audit finding in addition to its "management response" for the Authorizer's review. The Authorizer may make an independent determination of whether it considers the School's

“late audit finding” a material violation of this Contract based on the School’s response to the audit finding and take appropriate action including imposition of the sanctions as set forth in NMSA 1978, § 22-8-12.1 or as otherwise provided by law.

(d) Third Party Contracts

The School may contract^{xix} with a school district, a university or college, the state, another political subdivision of the state, the federal government or one of its agencies, a tribal government or any other third party for the use of a facility, its operation and maintenance and the provision of any service or activity that the School is required to perform in order to carry out the educational program described in the Material Terms of the Contract as set forth in Article VIII below.

The School shall not contract with a for-profit entity for the management of the School.

Contracts for goods or services. If the School proposes to contract with a third party provider for goods or services over \$60,000, the School shall provide notice that demonstrates that the contract complies with the Procurement Code and other applicable laws that relate to the use of public funds and provide a written assurance that the proposed contract preserves the School’s financial independence from the provider (“Financial Compliance Documentation”).^{xx}

Contracts relating to real property. For any contract over \$60,000 involving real property, the School shall provide notice by submitting a written assurance that the proposed contract preserves the School’s financial independence from the provider (“Real Property Compliance Documentation”). The written assurance may be satisfied

by providing a copy of the written assurance provided pursuant to the Public School Finance Act.

- i. The terms of this section do not apply to personnel contracts. The School is not required to seek a review of personnel contracts.
- ii. After receipt of the required Financial Compliance Documentation or Real Property Compliance Documentation request from School on forms provided by the Authorizer, the Authorizer shall respond in writing within 10 working days with objection(s) to the Financial Compliance Documentation or Real Property Compliance Documentation and the basis for such objection(s). If there is no response, the Authorizer shall be deemed to have consented to the proposed contract with the selected vendor.
- iii. If the Authorizer raises an objection(s) regarding the Financial Compliance Documentation or Real Property Compliance Documentation request, the School may submit a response within 10 working days.
- iv. The Authorizer must then object or consent to the Financial Compliance Documentation or Real Property Compliance Documentation request in writing within 10 working days.
- v. If the Authorizer raises objection(s) that are unable to be resolved by the response from the School, either Party may choose to commence alternative dispute resolution procedures outlined in Article IX of this Contract. The Parties are encouraged to continue informal discussions in an effort to resolve the objections.

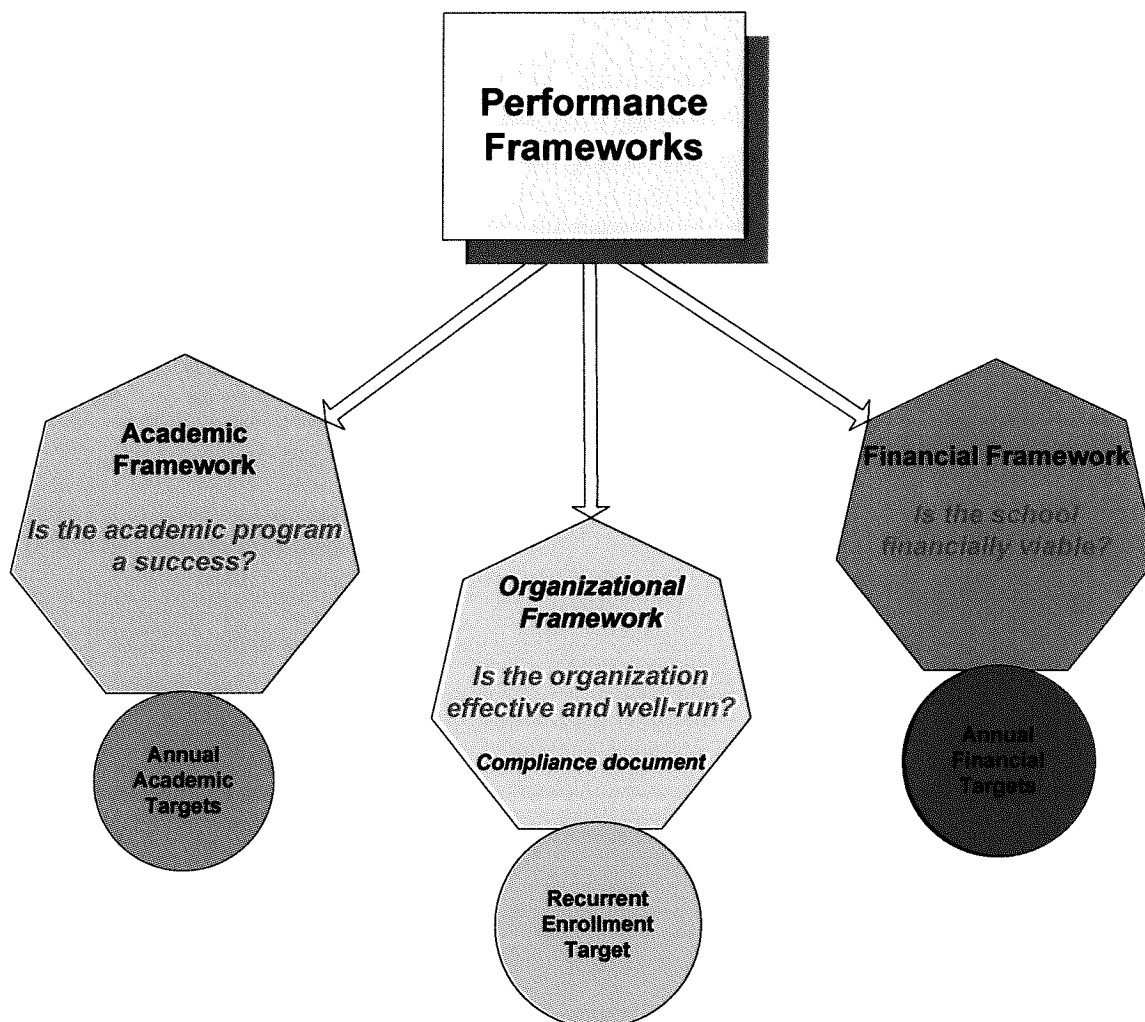
(e) Facility Master Plan

The School shall prepare its own facility master plan in compliance with the rules of the Public School Capital Outlay Council and the Public Schools Capital Outlay Act.^{xxi} The School included its facility master plan in the charter application that was approved on December 16, 2014 by the Authorizer. The facility master plan includes capital improvement needs and a proposed expansion of the School. The School will be able to access the \$301,564 allocation from the Authorizer for planning and design for the expansion from the 2012 Santa Fe Public Schools ("SFPS") general obligation bond ("GO Bond"). Funding for construction of the proposed expansion of approximately \$5.4 million (or other reasonable amount as determined by the School's facility master plan) will be allocated to the School by the Authorizer as part of the SFPS 2017 GO Bond. The addition will include at a minimum a multi-purpose full size high school gymnasium / cafeteria, locker rooms, warming kitchen with table storage, 3 science labs, a music classroom and supported areas.

Article V. Performance Frameworks

Section 5.01 Performance Framework Overview

The School's performance shall be based on three Performance Frameworks: an Academic, an Organizational and a Financial Framework, which are discussed in further detail in Articles VI, VII and VIII below. Each Framework will include indicators,^{xxii} measures and metrics. As referenced above, these Performance Frameworks and the annual performance indicators are part of the Essential Documents governing the Parties.



These annual Performance Frameworks will be used by the Authorizer to monitor and assess the performance of the School. The Performance Frameworks are the basis of the annual school review process, and the data and evidence resulting from the annual review ultimately will inform the Authorizer's renewal decision.

Section 5.02 Annual Performance Indicators

Each Performance Framework is set up to establish annual performance indicators and targets. For the annual performance indicators and targets, the Authorizer first shall approve a Performance Framework template to be used for the upcoming school year, after consultation with its schools. The Parties shall then

complete the template with School Specific Indicators for each year this Contract is in effect (“negotiated Performance Framework”). The annual negotiated Performance Framework and scorecards are compiled in **Exhibit 3**. The annual negotiated Performance Framework negotiated by the Parties may include additional specific, rigorous, valid and reliable indicators to augment other evaluations of the School’s performance. The annual negotiated Performance Framework established for each year of this Contract and scorecards resulting from a review of these annual School Specific Indicators shall be included in the Essential Documents as **Exhibits 3.1** as each document is created for each year of the Contract.

Performance Self Study/Analysis - Key Questions

- 1. Based on your academic results from the past four years, discuss your school’s academic priorities over the next five years.**

Having received A’s on the School’s report card from NMPED for the last two years, a priority is to maintain a school grade of A. The School received a B in school growth, student growth of lowest performing students, and college and career readiness and the School’s goal is to score A’s in these categories.

A priority is to increase students’ Advanced Placement (“AP”) participation and students’ AP test scores. The School’s teachers will collaborate with other AP teachers across the district to fulfill these goals.

Students will continue to be identified who are at beginning level or nearing proficiency and additional tutoring will be provided in Early Release (a weekly RtI Program).

Students will be taught reading strategies across the curriculum.

The College Crew classes will utilize Naviance; community service will be standardized; and middle school College Crew curriculum will be enhanced to address better college readiness and college fit/match.

The School will research strategies that promote a culture of growth mindset. Differentiated technology training and implementation will be provided starting from basic to expert. Teachers and students will be able to operate equipment effectively.

2. What main strategies will be implemented to address these priorities?

On-going data analysis and implementation of best practices will be used to improve school growth and student growth of lowest performing students. Teachers will use Guided Language Acquisition Design strategies, use heterogeneous and homogeneous grouping, encourage use of native language for understanding, and use graphic organizers and video lessons to enhance instruction. Teachers will participate in peer observations through the instructional rounds model to identify best practices and assist in on-going teacher feedback.

GLAD strategies will be implemented across the curriculum.

Students will continue to get one on one tutoring in ER from 2:30 to 4:00 pm one day per week. Targeted students will participate in math and writing boot camp during the summer.

To improve college and career readiness, the following will occur:

- The software program Naviance will be used in College Crew in all grade levels beginning in 7th grade.

- Community service will be tracked through Naviance and pre-approved by the College Crew teacher.
- Teachers will implement three or more team building activities in the College Crew classroom.
- The counseling department will invite 20% more colleges for campus visits.
- The School's Parent Teacher Student Coalition will provide scholarships for AP exams.
- College Crew teams will vertically align the College Crew curriculum.

To promote a culture of growth mindset, the following will be implemented:

- Implement peer observations and feedback.
- *Teach like Champion strategies* will continue to be mastered.
- *The Skillful Teacher* will be used for a book study for faculty.

To promote the use of technology, the following strategies will be implemented:

- Training will be need based and differentiated.
- Observation of experts by novices.
- Training in the use of Smart Boards, teacher websites, email, and calendar (Outlook) will be conducted.

3. How has the data been used to modify systems and structures that the leadership team has put into place to support student achievement?

- The data is drilled down to individual student level in order to provide individualized intervention to students.

- Data/Leadership teams meet regularly at the beginning of the year and after each short cycle assessment to develop department goals and strategies for individual student success.
 - Each year teachers analyze AP data, State assessment data, short cycle assessment data, and ACT/SAT and PSAT scores. Goals and action plans are created based on all the data provided.
- 4. Reflect on the academic performance of students in your lowest-performing students (Q1s, students with special needs, English Language Learners, and students who are economically disadvantaged). What changes to your program will you make based on your analysis?**
- Students who do not meet proficiency standards will attend an in-school tutoring once per week between 2:30 to 4:00 pm. Students will have individualized programs that address their particular areas of need. Special needs students will also have the opportunity to attend a study skills class that will be tailored to their specific needs. Faculty will attend training and implement English as Second Language strategies. Administration and faculty will continue to drill down to the student level by objective in order to provide strategic and specific individualized instruction.
- 5. Describe how your Governing Council has reflected on and addressed school performance data. Address the school report card, short-cycle assessment data, and school goals. How is the School's head administrator held accountable for school performance?**

- In August, the Principal organizes a leadership retreat and invites the Governing Council to attend. A data profile is displayed through posters on the wall, and teachers, parents, Governing Council members, and the administration take a gallery walk to begin in-depth data analysis. In 2014, a robust representation of the Governing Council attended, and participated in disaggregating the data, setting priorities with the faculty, and beginning to write the action plan for improvement.
- During the November Governing Council meeting, a State of the School Report is presented with the following information:
 - NMPED School Report Card and Grade
 - School Enrollment Data
 - AP Scores and number of tests taken
 - Graduation rate
 - Mobility rate
 - Average SAT and ACT scores for seniors
 - Post-secondary report on graduates starting with the class of 2013
 - Percent of students who are currently attending either a 4 year college or community college
 - Percent of students in armed services
 - Percent of students in the work force
 - Financial stability
 - Extracurricular and co-curricular participation
 - Professional development

- Operations
 - Technology
 - Building needs
 - Budget update
 - Furnishings
- The Principal is held accountable through the Governing Council's evaluation process. The evaluation is similar to a superintendent's evaluation with performance indicators.

6. Mission Specific Indicators/Goals

The School's Mission Statement is set forth below:

MISSION STATEMENT

ATC's mission is to provide a rigorous college preparatory education for our students in order to prepare them for their future. ATC strives to provide an environment which our students are challenged intellectually, have fun learning, support each other, and are responsible members of our community.

VALUES

Academic rigor: ATC values rigorous academics in which students are challenged to reach their full intellectual potential, and are helped to think, analyze and articulately express their ideas.

Intellectual curiosity: ATC values intellectual curiosity, and encourages students to think outside the box and to love learning. ATC seeks to foster fearless learners.

Supportive environment: The ATC community accepts all our students, and seeks to nourish each student's individuality, creativity, and self expression. ATC teachers strive to have individual relationships with each of her or his students, and to support each of their students in their academic endeavors. ATC students strive to accept and encourage their peer's creativity, diversity, and individual personalities.

Community involvement and responsible citizenship: ATC values community involvement and responsible citizenship through encouraging all students to engage in community service each school year.

Preparation for the future: ATC recognizes that our world is rapidly changing. ATC strives to keep pace with the ever-changing values, world views and technology of the world in which we live so that our students are prepared for the future.

CURRICULUM

ATC's curriculum includes honors, pre-advance placement (AP), and AP classes in English, government, calculus, statistics, chemistry, physics, and history.

ATC's curriculum meets New Mexico state educational requirements, which includes incorporating Common Core Standards into the curriculum. Common Core Standards are evidenced based standards that provide rigorous content and promote high-order skills.

COLLEGE CREW

ATC's curriculum, from middle school through high school, includes College Crew, a college advisory program in which a student is assigned an advisor in 7th grade who helps that student through 12th grade prepare for college and to find the college that best fits each student's skills, needs and interests. The advisor meets with his or

her students weekly, and helps guide students through graduation. ATC uses Naviance, an online college prep program that assists students in selecting the right college for them.

CLASSICS AND TECHNOLOGY

ATC integrates classics into its curriculum through teaching outstanding literary, historical, scientific and artistic works from cultures around the world.

ATC integrates technology into its curriculum by striving to bring technology that is effective as an educational tool to our students.

1. The School will effectively improve students' academic growth as measured by standardized assessments by ranking in the top third of similar schools in student growth.

Exceeds Expectations	Meets Expectations	Does Not Meet Expectations
Rank in the top 3 rd of similar schools as determine by the NMPED School Report Card	Rank in the middle of similar of schools as determined by the NMPED School Report Card.	Rank in the bottom third of similar schools as determined NMPED School Report Card.

2. Eleventh and twelve grade FAY cohort will take at least two college readiness assessments.

Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	Fall Far Below Expectations
80 – 100% of the 11 th and	60 – 79% of the 11 th and 12 th	50 – 59% of the 11 th and	Less than 50% of the FAY cohort will take at least 2 college readiness assessments.

12 th FAY cohort will take at least 2 college readiness assessments.	FAY cohort will take at least 2 college readiness assessments.	12 th FAY cohort will take at least 2 college readiness assessments.	
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3. The School's FAY senior class cohort will submit applications to post-secondary institutions.

Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	Fall Far Below Expectations
80 – 100% of the 12 th FAY cohort will submit 2 applications to post-secondary institutions.	60 – 79% of the 12 th FAY cohort will submit 2 applications to post-secondary institutions.	50 – 59% of the 12 th FAY cohort will submit 2 applications to post-secondary institutions.	Less than 50% of the 12 th FAY cohort will submit 2 applications to post-secondary institutions.

Section 5.03 Progress on Performance Framework Indicators and Annual Performance Indicators

The School shall make satisfactory progress towards the negotiated Performance Framework which includes Academic, Financial and Organizational Frameworks by meeting or exceeding the standard as set forth in the negotiated Performance Framework. If the Authorizer finds that the School is not making satisfactory progress toward any part or all of the annual negotiated Performance Framework or fiscal, overall governance and student performance and legal compliance,^{xxiii} the Authorizer may take such action as allowed by this Contract or by

law or rule, including implementing an Improvement Plan, a Corrective Action Plan or Charter revocation as set forth in this Contract or by law or rule.

The renewal of the School's charter shall be based substantially on the data collected regarding how the School is progressing towards the annual School Specific Indicators in the negotiated Performance Frameworks and compliance with the terms of this Contract. The Parties will negotiate how the School will show compliance with its annual Academic Indicators. The information from the annual Financial Framework will come from the annual School audit or any other applicable sources. Each annual Organizational Indicator outlines the evidence that the School may show the Authorizer to show compliance with that Indicator.

During the Annual Site Visit, the Authorizer designee(s) and School shall review annual School Specific Indicators established the previous school year. Subsequently, the Parties shall identify the annual School Specific Indicators for the next year considering and incorporating the general annual performance indicators set by the Authorizer for that year. The Parties may meet to negotiate changes if necessary.

Section 5.04 Terms Requiring Amendment

Any modification of the Performance Frameworks requires an amendment of this Contract that must be agreed to in writing by both Parties. Each Party must vote on any amendment in a public meeting prior to execution of the amendment.

Article VI. Academic Performance Framework

Is the academic program a success?

Section 6.01 Academic Annual Performance Indicators

The annual negotiated Performance Framework includes three parts. One part is an Academic Framework. The Academic Framework looks at student performance.

Failure to meet the standard(s) set forth in an Academic Performance Indicator is not a “material violation” as defined in NMSA 1978, § 22-8B-12(K)(1). Rather it may be deemed a failure “to meet or make substantial progress toward achievement of the department’s minimum educational standards or student performance standards” (NMSA 1978, § 22-8B-12(K)(2)) and may be assessed accordingly for purposes of nonrenewal or revocation.

Section 6.02 Disaggregation of Data

The Parties shall look at disaggregated data by student subgroup, including gender, race, poverty status, special education or gifted status, and English language learner status, in determining student performance. The Parties may obtain such information through reports prepared by the NMPED. To the extent that an annual performance indicator already reports disaggregated data by student subgroup, such as the A-F grading system, the Parties may use this report in their review rather than creating additional reports.

Article VII. Financial Performance Framework

Is the School financially viable?

The annual negotiated Performance Framework includes three parts. One part is a Financial Framework. The Financial Framework looks at the financial viability of the School.

Article VIII. Organizational Framework

Is the organization effective and well run?

The annual negotiated Performance Framework includes three parts. One part is an Organizational Framework. The Organizational Framework is a compliance checklist that ensures that the School is responsive to the needs of its students, employees and School community, and also looks at recurrent enrollment. This framework looks at organizational, overarching processes established by the School to ensure efficient operations by the School and compliance with applicable laws.

Section 8.01 **Organizational Framework, Education Program 1.a**
Is the School implementing the Material Terms of the Charter as defined in this section?

Organizational Framework Question 1.a. Description. The School shall demonstrate evidence of achieving the Material Terms of the Charter in all respects.

(a) Material Terms of the Charter

The Parties agree that the following are the "Material Terms" of the approved Charter:

(i) Operational Structure

Length of school day	6 hours per day or 1080 minutes per year
Length of school year	176 days
Enrollment cap	400
Authorized school grades	7 to 12

(ii) School Mission

The School's mission statement is set forth above in Article V, § 5.02.

The School shall report each year on implementation of its mission as set forth in the mission specific indicator(s) as set forth in the Performance Framework, Academic

Framework. Progress toward achieving the School's Mission shall be described annually.

(iii) Educational Program of the School

The School's curriculum includes honors, pre-AP, and AP courses in English, government, calculus, statistics, chemistry, physics, and history. Beginning in 9th grade, students are required to take pre-AP courses in English. Students are required to take AP Language and Composition, AP Literature and Composition, AP World History, AP US History, and AP Government and three years of foreign language. Students must have 26 credits for graduation.

The School's faculty delivers instruction using innovative practices including Socratic seminar, student centered learning focused on inquiry based learning and cross curricular projects. Students are prepared for the 21st Century work force by using technology that is designed to enhance collaboration, content creation, and communication.

Students take a technology applications class in middle school that teaches Microsoft Office Suite, keyboarding, and graphic design. The School supports alternative fine art education through Acoustic Americana, marimba, music production, and a variety of art courses. Students may take high school courses based on academic ability starting in 7th grade. The School's curriculum provides students with the opportunity to pursue high level academic courses based on ability rather than age and grade.

(iv) Student-Focused Terms

The School will continue to receive support from the Authorizer for PowerSchool or its equivalent and in submitting STARS data to NMPED.

Any Authorizer license purchased which the School wishes to use for its program will include up to 400 students from the School due to economy of scale purchases the district is afforded.

The School's students will be eligible for alternative credit recovery programs offered during summer months by the Authorizer at the same cost as other Authorizer students. This includes summer school at the middle school and high school levels.

The School will continue to receive support from the SFPS Special Education Office, which includes an assigned program support specialist. Any costs and fees associated with a grievance, complaint, or lawsuit will continue to be shared 50/50 between the School and the Authorizer.

The School will continue to receive a Title III allocation as determined by qualifying students.

The School's students will continue to receive bus transportation with 7 designated hubs locations with the understanding that if new neighborhoods are established, this may increase. The School will continue have access to activity bus and field trip services from the Authorizer.

The School will be included in any districtwide building retrofits or additions for safety compliance. The School will share in the expense at the same rate as other Authorizer schools.

The School will continue to receive guidance and support from SFPS Safety and Security Department to ensure student safety. The School will be included in any Authorizer upgrades, including but not limited to supplies, safety equipment, crisis response supplies, and radios. The School will reimburse the Authorizer at contract cost for such upgrades and supplies.

The School will continue to receive an annual allocation from the SFPS EdTech Note, with a minimum amount based a per-pupil or per capita basis (i.e., annual amount of EdTech note ÷ number of SFPS students x number of School students). The Authorizer will consider any request of the School for additional funding based on the School's Technology Plan, and will provide the additional funding if funding is available. If the School's technology needs are below the standards of other Authorizer schools, the Authorizer will allot sufficient funding to bring the School to standards.

The School will continue to receive its HB-33 and SB-9 per pupil allocation.

The School will have access to discarded furnishings and other discarded assets that are located at the Authorizer warehouse.

(v) **Teacher–Focused Terms**

The School's teachers will continue to be included in all staff development and technology training offered by the Authorizer, including but not limited to curriculum initiatives, training, and curriculum development opportunities. The Authorizer will provide timely notice of such opportunities to the School's Principal.

The School will receive from the Authorizer a Title II allocation of \$500.00 per teacher for staff development.

The School will continue to receive support from the SFPS Assessment and Accountability Office related to state-mandated testing.

The School will continue to receive support from SFPS Human Resources Department including but not limited to support regarding dismissal and non-renewal of teachers and other employees.

(vi) Parent–Focused Term

The Authorizer will continue to allow the School to use School Messenger and PowerSchool or equivalent.

(vii) Governance Structure

The Parties agree that the following are key provisions regarding the School's governance structure. See Exhibit 4, Academy for Technology and the Classics Governing Council Bylaws and Policies.

(viii) Total Student Enrollment

The School is authorized to enroll 400 students, grades 7 through 12.

The School shall provide instruction to students in such grades and subject to approved caps in each year of operation.^{xxiv} 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 and attrition patterns. However, the School shall not increase the number of grades or the total number of students proposed to be served in each grade without an amendment to this Contract or waiver of grade cap provision.^{xxv}

If the School seeks to amend enrollment or grades served, the School must, among other things, demonstrate that such changes in enrollment/grades served do not adversely compromise the fiscal and educational program of the School.

(ix) Intent to Provide Educational Services

The School represents to the Authorizer that based upon its mission and school goals, it intends to provide educational services including delivery of instruction in the following described general geographic area:

County(ies)	Santa Fe County, San Miguel County, Taos County, Rio Arriba County
City(ies):	Santa Fe, Pecos, Las Vegas, Espanola, Pojoaque, Dixon, Villanueva

(x) Facility

The School's primary location is 74 A Van Nu Po, Santa Fe, New Mexico 87508. The facility meets all applicable facility requirements of state and federal law.

(xi) Facilities Occupancy Requirement

The School acknowledges that its facilities must meet all educational occupancy standards required by applicable New Mexico Construction Codes^{xxvi}. The School's facilities are certified for occupancy, including approval from the New Mexico Public Schools Facilities Authority ("PSFA").^{xxvii}

The School shall comply with all state and federal health and safety requirements applicable to public schools, including those health and safety codes relating to educational building occupancy.

(xii) New Mexico Condition Index

The School acknowledges that it may not open or relocate to a facility after opening unless the facility receives a condition rating equal to or better than the average

condition for all New Mexico public schools as determined by the PSFA for that year, or the School demonstrates within 18 months of occupancy or relocation of the School, the way in which the facility will achieve a rating equal to or better than the average New Mexico condition index.^{xxviii}

(xiii) Facilities Funding

The School is eligible for state capital outlay dollars to the extent provided for in the Public School Capital Outlay Act,^{xxix} the Public School Capital Improvements Act,^{xxx} the Public School Buildings Act,^{xxxi} and any other applicable law.

(xiv) Lease Purchase Agreement

The School acknowledges that it may not enter into a Public School Lease Purchase Agreement^{xxxii} without prior approval of the NMPED.

In 2014, the School entered into a lease purchase agreement with ATC Foundation for its facility that was approved by NMPED.

(xv) Multiple Facilities

With the approval of the Authorizer, the School may maintain separate facilities at two or more locations. The School acknowledges that the separate facilities shall be treated together as only one school for purposes of calculating program units pursuant to the Public School Finance Act.

(xvi) Food Service

The School will provide food services. Students who qualify shall receive a reduced rate.

(xvii) Transportation

The School will provide student to-and-from transportation, consistent with the Authorizer's provision of such services, as set forth above.^{xxxiii}

Section 8.02 Organizational Framework, Education Program 1.b
Is the School complying with applicable educational requirements?

Organizational Framework Question 1.b. Description. Unless waived, the School shall demonstrate compliance with applicable laws and rules relating to education requirements such as instructional days, graduation and promotion requirements; content standards; state assessments; and implementing mandated programming associated with state or federal funding.

Section 8.03 Operational Framework, Students and Employees 1.c
Is the School protecting the rights of all students?

Organizational Framework Question 1.c. Description. The School shall demonstrate compliance with applicable laws and rules relating to the rights of students, including policies related to admissions, lottery, recruitment and enrollment; adherence to due process protections; and development and adherence to student discipline policies.

The School shall also comply with the following additional terms and conditions:

(a) Non-discrimination

The School is subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, physical or mental handicap, serious medical condition, race, creed, color, sex, gender identity, sexual orientation, spousal affiliation, national origin, religion, ancestry or need for special education services. The School shall be a nonsectarian, nonreligious and non-home-based public school.^{xxxiv}

Student recruitment and enrollment decisions shall be made in a nondiscriminatory

manner and without regard to race, color, creed, national origin, sex, gender identify, sexual orientation, marital status, religion, ancestry, disability, or need for special education services.^{xxxv}

(b) Enrollment and Admission Processes and Procedure

The School must establish and post enrollment and admissions process and procedures which comply with applicable law. The School may not charge tuition or have other admissions requirements, except as otherwise provided in the Public School Code.^{xxxvi}

(c) Lottery

Unless otherwise exempted in the Public School Code, if more students apply than can be admitted based on the School's enrollment cap, admission decisions will be made by a lottery process.^{xxxvii} The School shall adopt in advance the enrollment procedure for vacancies that occur during the school year that complies with applicable law.

(d) Continuing Enrollment

Students who enroll in the School shall remain enrolled in the School through the highest grade served by the School, unless there is a voluntary withdrawal, mandatory withdrawal pursuant to the New Mexico Public School Finance Act, expulsion, graduation, court-ordered placement, IEP team placement, or other applicable law.

(e) Suspension or Expulsion

A student who is long-term suspended or expelled from the School shall be deemed to be suspended or expelled from the school district in which the student resides.^{xxxviii} A student who is suspended from a school district may also be considered

suspended or expelled from the School located within the geographic boundary of that district. The School shall develop its own enrollment policies for enrolling students who have been suspended or expelled from another charter school or a school district

Section 8.04 Organizational Framework, Education Program 1.d
Is the School protecting the rights of students with special needs?

Organizational Framework Question 1.d. Description. The School shall demonstrate compliance with applicable laws and rules including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and laws relevant to gifted children, relating to identification and referral of those suspected of having a disability or intellectual ability and providing services for students with identified needs.

The School shall also comply with the following additional terms and conditions:

(a) Special Populations

The School is responsible for identifying, evaluating, and offering a free appropriate public education to all eligible children who are accepted for enrollment in the School.

(b) Enrollment of Students with Disabilities

To ensure that the needs of students with a disability are met, the following procedures must be followed:

(i) Documents

Following the application deadline and upon completing the lottery if required, the School shall request from relevant school district and/or the student a copy of the most recent IEP or Section 504 Accommodations Plan, if any.

(ii) Implementing the IEP

Admission of applicants with an IEP or Section 504 Accommodations Plan must be in compliance with state and federal requirements and procedures concerning the education of students with disabilities or intellectual ability. Every student who is admitted to the School with an IEP or Section 504 Accommodations Plan from his/her previous school must receive services as reflected in the IEP or 504 plan unless modified.

(c) Response to Intervention

The School must fully implement the State's Response to Intervention (RtI) Framework known as the *Three-Tier Model of Student Intervention*.^{xxxix} This framework serves as the overarching structure for how K–12 public schools in New Mexico organize instruction to all students, and provides procedures for early assistance and intervention to students who are experiencing academic and/or behavioral challenges, or who need opportunities for advanced learning. The RtI Framework includes the Student Assistance Team process which supplements regular education functions, conducts evaluations and develops accommodation plans under Section 504, develops individual student academic improvement plans^{xl}, and receives and analyzes evaluation requests for special education and gifted education services.

Section 8.05 Organizational Framework, Education Program 1.e
*Is the School protecting the rights of English Language
Learner students?*

Organizational Framework Question 1.e. Description. The School shall demonstrate compliance with applicable laws and rules, including Title III of the

Elementary and Secondary Education Act, relating to English Language Learner requirements.

Section 8.06 **Organizational Framework, Education Program 1.f**
Is the School complying with compulsory attendance laws?

Organizational Framework Question 1.f. Description. The School shall demonstrate compliance with applicable laws and rules relating to compulsory school attendance.

Section 8.07 **Organizational Framework, Education Program 1.g**
Is the School complying with the annual recurrent enrollment target?

The School shall comply with the annual recurrent enrollment target set by the Authorizer.

Section 8.08 **Organizational Framework, Financial Management and Oversight 2.a**
Is the School meeting financial reporting and compliance requirements?

Organizational Framework Question 2.a. Description. The School shall demonstrate complete and timely compliance with applicable laws and rules relating to sound financial principles^{xlii} and financial reporting requirements, including compliance with the New Mexico Procurement Code.

The School shall comply with the following additional terms and conditions:

(a) **Authorizer Notification**

The School shall notify the Authorizer and appropriate authorities in the following situations:

- i. All complaints filed against the School by governmental entities alleging violations of state, federal or local violations of law, regulation or rule, (e.g.,

building-code violations, environmental or health code violations, state-level IDEA special education complaints or due process hearings, Section 504 grievances, Title I of the Elementary and Secondary Education Act complaints);

- ii. The conviction of any member of the School's Governing Council or staff for a crime punishable as a felony or misdemeanor involving moral turpitude, or determination of inappropriate contact^{xlii} related to that person's responsibilities to the School; or for any crime related to the misappropriation of school funds or theft of school property; or
- iii. A finding by an internal or independent auditor or investigator of misappropriation of the School's public funds by any member of the School's Governing Council, employee, volunteer, contractor, or other individuals.

Notice shall be provided within a reasonable period of time under the circumstances. The Parties may then take such steps as reasonably necessary, and as consistent with their adopted policies, to address these issues.

(b) Operational Reporting

The School shall provide the following reports to the Authorizer: documentation to support the Annual Site Visit report.

The Authorizer may require additional reporting as a part of an Improvement Plan or Corrective Action Plan.

Section 8.09 **Operational Framework, Financial Management and Oversight 2.b**
Is the School following Generally Accepted Accounting Principles?

Organizational Framework Question 2.b. Description. The School shall demonstrate compliance with applicable laws and rules relating to financial

management and oversight expectations that show that the School is following generally accepted accounting principles.

**Section 8.10 Organizational Framework, Governance and Reporting
3.a
*Is the School complying with governance requirements?***

Organizational Framework Question 3.a. Description. The School shall demonstrate compliance with applicable laws and rules relating to charter school governance through the adoption of and adherence to school policies, the Open Meetings Act, the Inspection of Public Records Act, a conflict of interest policy, an anti-nepotism policy and sound governing body operations.

The School shall also comply with the following additional terms and conditions:

(a) Governing Structure

The School's Governing Council shall have at least 5 members.^{xliii} No member shall serve on the School's Governing Council if he or she was a member of another charter school's governing body that was suspended or failed to receive or maintain its Board of Finance designation.^{xliv}

(b) Change in Governance Membership

A new member of the Governing Council will execute the required statements for Board of Finance designation^{xlv} to the NMPED.

**Section 8.11 Operational Framework, Governance and Reporting 3.b
*Is the School holding management accountable?***

Organizational Framework Question 3.b. Description. The School shall demonstrate timely compliance with applicable laws and rules relating to oversight of school management through evaluation of the head of school and the relationship with a partner organization, if any.

The School shall also comply with the following additional terms and conditions:

(a) School Complaint Process

The School must establish a process for resolving community, parental, and other public complaints. The process shall afford the opportunity for complainants to be heard by the head administrator and/or the School's Governing Council. The Governing Council shall be the final determiner of the complaint unless the complainant has additional legal remedies or requirements provided by law.

(b) Authorizer Notification Regarding Complaints

The Authorizer agrees to notify the School of all written complaints about the School that the Authorizer receives. The notification shall be made immediately or as soon as is practicable under the circumstances, but not later than 10 business days after its receipt by the Authorizer. The notice shall include the substance of the complaint, taking into consideration any complainant's request for anonymity. The School shall respond to the complaint according to its prescribed complaint procedures and shall notify the Authorizer through its legal counsel of the School's response to the complaint within the timeframe prescribed in the notice of the complaint.

Section 8.12 Organizational Framework, Students and Employees 4.a
*Is the School meeting teacher and other staff
credentialing requirements?*

Organizational Framework Question 4.a. Description. The School shall demonstrate compliance with applicable laws and rules relating to state certification requirements and Title II of the ESEA for Highly Qualified Teachers and Paraprofessionals.

Section 8.13 Organizational Framework, Students and Employees 4.b
Is the School respecting employee rights?

Organizational Framework Question 4.b. Description. The School shall demonstrate compliance with applicable laws and rules relating to employment requirements, and shall develop and adhere to sound policies for employees.

The School shall also comply with the following additional terms and conditions:

(a) Volunteer Requirements

The School acknowledges that all volunteers must comply with state rules.^{xlvi}

Section 8.14 Organizational Framework, Students and Employees 4.c
Is the School completing required background checks?

Organizational Framework Question 4.c. Description. The School shall demonstrate compliance with applicable laws and rules relating to background checks of all individuals at the School having unsupervised access to children, including staff and members of the community, where required.

Section 8.15 Organizational Framework, School Environment 5.a
Is the School complying with facilities and transportation requirements?

Organizational Framework Question 5.a. Description. The School shall demonstrate compliance with applicable laws and rules relating to the School's facilities and transportation.

The School shall also comply with the following additional terms and conditions:

(a) Insurance Provider

The School shall procure insurance^{xlvii} through the New Mexico Public Insurance Authority. Upon request by the Authorizer, a copy of the certificate of insurance shall be provided.

(b) Insurance Coverage

The School shall purchase insurance protecting the School and its Governing Council, employees and volunteers, and the Authorizer, consisting of comprehensive general liability insurance, errors and omissions liability insurance, and auto liability insurance. The School shall also purchase statutory workers' compensation insurance coverage.

(c) Change of Coverage

All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after 45 days prior written notice by certified mail, return receipt requested, has been given to the Authorizer. The School shall notify the Authorizer within 10 days if for any reason there is a lapse in insurance coverage. The School shall be solely responsible for any deductibles payable under the policies purchased by the School.

Section 8.16 Operational Framework, School Environment 5.b
Is the School complying with health and safety requirements?

Organizational Framework Question 5.b. Description. The School shall demonstrate compliance with applicable laws and rules relating to safety and the provision of health related services, if such services are provided by the School.

Section 8.17 Organizational Framework, School Environment 5.c
Is the School handling information appropriately?

Organizational Framework Question 5.c. Description. The School shall demonstrate compliance with applicable laws and rules relating to security of and appropriate access to personally identifiable student information, student records and testing materials.

All records required to be kept pursuant to state and/or federal laws, rules, or policies or as otherwise established shall be open to inspection and review and made available in a timely manner to the New Mexico Public Education Commission, CSD, NMPED, or other officials who shall be deemed to have legitimate educational interests in such records within the meaning of the federal Family Educational Rights and Privacy Act ("FERPA"). The School is encouraged to adopt a policy for student directory information in compliance with FERPA.

Article IX. Resolution of Dispute Relating to the Contract

Section 9.01 Dispute Resolution

Disputes arising out of implementation of this Contract shall be subject to the dispute resolution process set forth in this section. However, disputes arising under Article XI of this Contract shall not be subject to the dispute resolution process unless agreed to by the Parties.

Section 9.02 Continuation of Contract Performance

The School and the Authorizer agree they shall continue without delay their performance of this Contract notwithstanding the existence of a dispute, except for any performance that may be directly affected by such dispute.

Section 9.03 Notice of Dispute

Either Party shall notify the other Party in writing that a dispute exists between them within 15 working days from the date the dispute arises. The notice of dispute shall identify the article and section 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.

Section 9.04 Initial Administrative Resolution

The matter shall be submitted to the head administrator of the School and the Authorizer's designee(s). The head administrator and the Authorizer's designee(s) shall keep the School Governing Council and the Authorizer informed during any attempt at administrative resolution. Either Party may identify an authorized representative(s) to join the School or the Authorizer's designee(s) to identify possible solutions. The process shall be completed within 15 working days of the receipt of the Notice of Dispute or the Parties shall agree in writing to an alternative date certain for termination of this process. If the matter is not resolved within the time frame established, either Party may consider the Initial Administrative Resolution alternative terminated and give the other Party notice of the termination. ("Termination of Initial Administrative Resolution").

If the matter is able to be resolved through an Initial Administrative Resolution, the School and Authorizer's designee(s) shall jointly draft a document identifying the agreed upon resolution and notify the respective Parties of the Initial Administrative Resolution. If the Initial Administrative Resolution requires an action of the School and the Authorizer, such Initial Administrative Resolution shall be presented after due notice at the next respective governing body meeting of the Parties. If necessary, the Parties shall call a special meeting to approve any Initial Administrative Resolution. In the case that Party approval is needed under this paragraph, the Initial Administrative Resolution

shall take effect only if approval is given by both Parties and shall have no effect otherwise.

Section 9.05 Mediation at the Administrative Level

If there is a Termination of the Initial Administrative Resolution process, then either Party may demand formal mediation by giving notice in writing to the other Party within 10 working days after the Termination of Initial Administration Resolution.

Mediation conducted by the Parties is subject to the Mediation Procedures Act.^{xlviii} If either Party submits a Notice of Demand to Mediate, the Notice shall include the name of a mediator along with his/her qualifications. If the other Party does not agree to the proposed mediator, then it shall identify an alternate mediator along with his/her qualifications within 5 business days. If the other Party does not agree with the alternate designation, it shall give notice within 5 business days. In the event that the Parties cannot agree on a mediator, the two proposed mediators shall meet within 5 business days to appoint a third person to act as mediator. The appointed mediator shall mediate the dispute.

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.

Mediation shall be completed within 40 working days unless another date certain is set by the Parties and mediator.

If the matter is able to be resolved through Mediation at the administrative level, the School and Authorizer designee(s) shall jointly draft a document identifying the Mediation Resolution and notify the Parties of the Mediation Resolution. If the

Mediation Resolution requires an action of the School and the Authorizer, such Mediation Resolution shall be presented at the next respective governing body meeting of the Parties. If necessary, the Parties shall call a special meeting to approve any Mediation Resolution. In the case that Party approval is needed under this paragraph, the Mediation Resolution shall take effect only if approval is given by both Parties and shall have no effect otherwise.

If no resolution is reached by the Parties, then the mediator shall render a written proposal with a proposed resolution of the mediator concerning the matters in controversy, together with his/her findings in the event that the Parties do not come to any agreement. The Proposed Resolution of the Mediator shall be presented to each Party. The mediator shall note any provision in the proposed resolution that would require a vote of the respective Parties.

Section 9.06 Governing Body Consideration

If a Mediation Resolution has not been reached within 40 business days of the appointment of the mediator, both representatives shall submit the matter to the respective Parties for consideration along with the Proposed Resolution of the Mediator.

The matter shall be placed on the next regular meeting of each Party, unless a special meeting is warranted. Prior to the meeting, the Parties may designate a subcommittee to meet with the subcommittee of the other Party for informal discussions. The subcommittee shall be less than the quorum needed for a meeting of the governing body. The subcommittees shall meet jointly to consider the proposals of each Party and the Proposed Resolution of the mediator. If the subcommittees of the governing bodies can identify a Joint Proposal that may resolve the dispute, the Joint

Proposal of the subcommittees shall be presented at the next meeting of each Party. The Joint Proposal shall be discussed in the public meeting. The Joint Proposal shall then be voted on by the Parties. A special meeting may be called of each Party, if needed.

If both Parties adopt the Joint Proposal, the issue shall be deemed resolved according to the terms of the Joint Proposal. If one or both Parties reject(s) the Joint Proposal, the dispute resolution process shall be deemed to have failed and to have ended.

Section 9.07 Process for Final Resolution of Dispute

If settlement of the dispute is not reached through mediation or by agreement of the Parties, either Party may pursue any right or remedy to which it may be entitled by law.

Article X. Renewal

Section 10.01 Renewal Timeline and Process

The School shall submit its renewal application to the Authorizer on or before October 1 of 2019. The Parties may mutually agree to an extension of the submittal of the renewal application; such extension shall be memorialized in writing. The Authorizer shall vote on the renewal application in a public meeting no later than January 1 of the year in which the Contract expires, i.e., January 1, 2020, unless extended by agreement.

Section 10.02 Required Information

The renewal application shall contain the information required by law^{xlix}.

Section 10.03 Authorizer Review and Analysis of Renewal Contract

The Authorizer review shall be conducted according to law, regulation and rule.

Article XI. Suspension, Revocation and Nonrenewal

Section 11.01 Suspension, Revocation and Nonrenewal

The Charter may be suspended, revoked, or not renewed by the Authorizer as set forth in law or regulation. The Authorizer is not required to allow corrective action as set forth below if the unsatisfactory review warrants revocation.¹ Until such time as the NMPED promulgates rules setting forth procedures for revocation, the Parties shall follow the processes set forth in the Uniform Licensing Act^{li} and such other Rules of Civil Procedure as agreed to by the Parties in conjunction with the revocation proceedings under the Charter Schools Act, but only to the extent such processes are consistent with the provisions of the Charter Schools Act.

Section 11.02 Corrective Action Required by Authorizer for Actions Not Warranting Revocation

If, based on a performance review conducted by the Authorizer, the School's organization, academic or financial performance appears unsatisfactory or the Authorizer believes there to be a breach of this Contract not warranting revocation, the Authorizer may initiate the process to implement a Corrective Action Plan. The Authorizer shall notify the School of the unsatisfactory review and provide a reasonable opportunity for the School to remedy the Authorizer's concerns.

(a) Notice of Unsatisfactory Performance for Actions Not Warranting Revocation

The Authorizer shall provide written Notice of Unsatisfactory Performance ("NUP") notice to the School no more than 10 business days after determining that there is unsatisfactory performance related to the School's organization, academic or financial

performance, or the Authorizer believes there to be a material breach of this Contract not warranting revocation.

(b) Response for Actions Not Warranting Revocation

The School shall respond to the NUP within 10 business days, unless an extension is agreed to by the Authorizer. The response shall be in writing and shall include all documents that support the response.

(c) Corrective Action Plan for Actions Not Warranting Revocation

After receiving the School's response to the NUP, the Authorizer may require the School to present a Corrective Action Plan ("CAP") that addresses the identified deficiencies. The Authorizer shall provide clear timelines for complying with the Authorizer's demand for corrective action.

(d) CAP development for Actions Not Warranting Revocation

If a CAP is required by the Authorizer, the School shall develop the CAP along with a proposed timeline for correcting the alleged deficiencies and submit the CAP to the Authorizer for review, comment, and approval. The Authorizer may require the School to review and revise the plan if it is not effective in remedying the deficiency.

(e) Effect of successful CAP for Actions Not Warranting Revocation.

Successful completion of the CAP shall be acknowledged by the Authorizer in writing and the corrected infractions addressed by the CAP shall not be a basis for future for suspension, revocation or nonrenewal actions. However, if the School does not successfully correct the Authorizer's concerns, the Authorizer may take additional steps to ensure compliance, which include but are not limited to seeking assistance from the CSD or another technical assistance provider to implement a plan for

correcting the Authorizer's concerns. Failure to comply with the requirements of the CAP may also be considered by the Authorizer when making decisions about renewal, suspension or revocation.

Article XII. School Closure

Any permanent School closure shall be conducted according to applicable law and rule.

Article XIII. General Provisions

Section 13.01 Order of Precedence

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

- I. The Contract shall take precedence over policies of either Party and the Charter, and
- II. A provision in the annual Performance Frameworks that conflict with a provision in the Contract shall take precedence over that provision in the Contract.

This Contract shall not take precedence over any applicable provisions of law or regulation.

Section 13.02 Amendments

(a) Amendment

Any modification of the Contract requires an amendment that must be agreed to in writing by both Parties' authorized representatives. Each Party must vote on any amendment in a public meeting prior to execution of the amendment.

(b) Process

The School must first vote in a public meeting to approve any proposed amendment to the Contract or Essential Documents. The School must then submit the requested amendment to the Authorizer's legal counsel. The Authorizer shall vote on the proposed amendment within 60 days of the request. If the Authorizer denies the amendment, the School may appeal the decision to the Secretary of the NMPED in accordance with the procedures set forth in 6.8.4.14 NMAC.

Section 13.03 Merger

The Contract and Essential Documents to this Contract contain all terms, conditions, and understandings of the Parties relating to its subject matter. All prior verbal representations, understandings, and discussions are superseded by this Contract.

Section 13.04 Non-Assignment

Neither Party shall assign or attempt to assign any rights, benefits, or obligations accruing to the Party under this Contract unless the other Party agrees in writing to any such assignment.

Section 13.05 Governing Law and Enforceability

This Contract shall be governed and construed according to the Constitution and laws of the State of New Mexico. If any provision of this Contract or any application of this Contract to the School is found to be contrary to law, such provision or application shall have effect only to the extent permitted by law.

Section 13.06 Severability

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless

otherwise terminated by one or both of the Parties in accordance with the terms contained herein.

Section 13.07 Changes in Law, Rules, Procedures or Forms

In the event of a change in law, 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, however, that the change does not impair the existing Contract and the Parties' respective rights hereunder. 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, to the extent that the change does not impair the Parties' respective rights hereunder. No such amendment is required to only amend or correct any references to statute, rule, regulation or document provision set forth in this Contract.

Section 13.08 No Third Party Beneficiary

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Authorizer and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

Section 13.09 No Waiver

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

Section 13.10 Authorized Signatories

The Parties hereby declare that their designees below are authorized to sign this Contract.

Approved:

Santa Fe Public Schools

By:

Title:

Signature:

Date:

Approved:

**The Academy for Technology and the
Classics Governing Council**

By:

Title: Chair

Signature:

Date:

-
- i NMSA 1978, § 22-8B-3.
 - ii NMSA 1978, §§ 22-8B-2(A) and 22-8B-4(C),(J), (N), (P), and (R).
 - iii NMSA 1978, § 22-8B-5 NMSA 1978.
 - iv NMSA 1978, §§ 12-6-1 *et seq.*
 - v NMSA 1978, §§ 22-10A-1 *et seq.*
 - vi NMSA 1978, § 22-8B-4(P).
 - vii NMSA 1978, § 22-8B-4(N).
 - viii NMSA 1978, § 22-8B-5.3(H).
 - ix NMSA 1978, § 22-8B-12(L).
 - x NMSA 1978, § 22-8B-12.1(A).
 - xi NMSA 1978, § 22-8B-9.
 - xii NMSA 1978, § 22-8B-12(E).
 - xiii NMSA 1978, § 22-8B-12(F).
 - xiv NMSA 1978, § 22-8B-12(K).
 - xv NMSA 1978, § 22-8B-12(K).
 - xvi NMSA 1978, § 22-8B-12(M).
 - xvii NMSA 1978, § 22-8-1 *et seq.*; *see also* NMSA 1978, § 22-8B-13.
 - xviii NMSA 1978, § 22-8B-13(C) and (D).
 - xix NMSA 1978, § 22-8B-4(R).
 - xx NMSA 1978, § 22-8B-9(B)(14).
 - xxi NMSA 1978, § 22-24-4.
 - xxii NMSA 1978, § 22-8B-9.1(B).
 - xxiii NMSA 1978, § 22-8B-12(D).
 - xxiv NMSA 1978, § 22-8B-6.
 - xxv NMSA 1978, § 22-8B-6(D).

xxvi	NMSA 1978, § 22-8B-4.2(A).
xxvii	NMSA 1978, § 22-8B-4.2.
xxviii	NMSA 1978, § 22-8B-4.2(C).
xxix	NMSA 1978, §§ 22-24-1 <i>et seq.</i>
xxx	NMSA 1978, §§ 22-25-1 <i>et seq.</i>
xxxi	NMSA 1978, §§ 22-25-1 <i>et seq.</i>
xxxii	NMSA 1978, §§ 22-26A-1 <i>et seq.</i>
xxxiii	NMSA 1978, § 22-8B-26.
xxxiv	NMSA 1978, § 22-8B-4(K).
xxxv	NMSA 1978, § 22-8B-4(J).
xxxvi	NMSA 1978, § 22-8B-4(K).
xxxvii	NMSA 1978, § 22-8B-4.1.
xxxviii	NMSA 1978, § 22-8B-5(G).
xxxix	6.29.1.9(D) NMAC, including the guidance manual cited.
xl	NMSA 1978, § 22-2C-6.
xli	E.g., NMSA 1978, §§ 22-8-1, <i>et seq.</i> , and 6.20.2.1 NMAC.
xlII	6.60.9 NMAC.
xlIII	NMSA 1978, § 22-8B-4(B).
xlIV	NMSA 1978, § 22-8-38(B)(4).
xlV	6.80.4.16 NMAC.
xlVI	6.50.18 NMAC.
xlVII	NMSA 1978, § 22-8B-9(B)(16).
xlVIII	NMSA 1978, §§ 44-7B-1 <i>et seq.</i>
xlIX	NMSA 1978, § 22-8B-12(J).
I	NMSA 1978, § 22-8B-12(F).
II	NMSA 1978, §§ 61-1-1, <i>et seq.</i> , and associated rules.

Section 13.10 Authorized Signatories

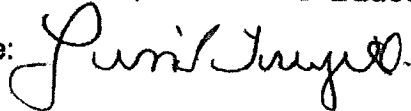
The Parties hereby declare that their designees below are authorized to sign this Contract.

Approved:

Santa Fe Public Schools

By: Linda M. Trujillo

Title: President, Board of Education

Signature: 

Date: May 5, 2015

Approved:

The Academy for Technology and the Classics Governing Council

By: Tannis Fox

Title: Chair

Signature: 

Date: 5-5-2015

i	NMSA 1978, § 22-8B-3.
ii	NMSA 1978, §§ 22-8B-2(A) and 22-8B-4(C),(J), (N), (P), and (R).
iii	NMSA 1978, § 22-8B-5 NMSA 1978.
iv	NMSA 1978, §§ 12-6-1 <i>et seq.</i>
v	NMSA 1978, §§ 22-10A-1 <i>et seq.</i>
vi	NMSA 1978, § 22-8B-4(P).
vii	NMSA 1978, § 22-8B-4(N).
viii	NMSA 1978, § 22-8B-5.3(H).
ix	NMSA 1978, § 22-8B-12(L).
x	NMSA 1978, § 22-8B-12.1(A).
xi	NMSA 1978, § 22-8B-9.
xii	NMSA 1978, § 22-8B-12(E).
xiii	NMSA 1978, § 22-8B-12(F).
xiv	NMSA 1978, § 22-8B-12(K).
xv	NMSA 1978, § 22-8B-12(K).
xvi	NMSA 1978, § 22-8B-12(M).
xvii	NMSA 1978, § 22-8-1 <i>et seq.</i> ; see also NMSA 1978, § 22-8B-13.
xviii	NMSA 1978, § 22-8B-13(C) and (D).
xix	NMSA 1978, § 22-8B-4(R).
xx	NMSA 1978, § 22-8B-9(B)(14).
xxi	NMSA 1978, § 22-24-4.
xxii	NMSA 1978, § 22-8B-9.1(B).
xxiii	NMSA 1978, § 22-8B-12(D).
xxiv	NMSA 1978, § 22-8B-6.
xxv	NMSA 1978, § 22-8B-6(D).