

Charter Contract Between the
Santa Fe Public School District
And
The Academy for Technology and the Classics Charter School

This Charter Contract, (the "Contract"), is hereby entered into by Santa Fe Public School District ("SFPS" or "Authorizer") and The Academy for Technology and the Classics Charter School (the "School") and is effective this First day of July, 2020.

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

WHEREAS, the SFPS will vote to approved the charter renewal application for the School on December, 2019,

WHEREAS, pursuant to the Act and the Charter, SFPS 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, SFPS 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.

"ATC" means The Academy for Technology and the Classics Charter School.

"Attendance for Success Act" means the compulsory school attendance law as provided in § 22-12a-1 to -14 (2019).

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

"Charter Representative(s)" means the school head administrator or the president of the Governing Council 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.

"Corrective Action Plan" means a plan developed by the School and submitted to the SFPS 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.

"District" means Santa Fe Public School District

"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, 2020 found on the first page of this Contract.

"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 Attendance for Success Act.

"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 District to remedy academic performance.

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

"SFPS" mean Santa Fe Public School District

"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 Academy for Technology and the Classics and Santa Fe Public Schools for the purpose of maintaining a charter school to operate at the site(s) listed in Section 4.11 of this Contract.
2. The person authorized to sign and act on behalf of the Santa Fe Public Schools is the President of the Santa Fe Public School Board, or such person as the President 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
 - ii. The District 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 Santa Fe Public Schools 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, 2025. The Contract will not automatically be renewed or extended; the Contract may be renewed by Santa Fe Public Schools upon timely application by the School pursuant to the Act, and upon such terms and conditions, as the District 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.

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.

The Charter School shall report on the implementation of its mission in the following manner:

- i. 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;
 - ii. Annually through any mission specific goals identified in the School's Performance Framework, **Attachment A**, incorporated herein by reference; and
3. **Enrollment Cap and Authorized Grade Levels:** The School is authorized to serve no more than 425 students in grades 7-12.
 - 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 430.
4. **Relationship with a Non-Profit Foundation**
 - i. The school has a relationship with the ATC Foundation, a non-profit foundation with the primary purpose of which is to provide financial support to the school or leases the facility for the charter school
 - ii. The legal agreement or Memorandum of Understanding governing the relationship between the School and the ATC Foundation is **Attachment B**, incorporated herein by reference.
 - iii. The identity of the Board of Directors and Executive Director of the foundation with a conflict of interest disclosure from each are provided in **Attachment C**.
5. **Comprehensive Educational Program of the School:** The School's educational program shall be as described below:
 - i. ATC's curriculum includes honors, pre-advance placement (AP), and AP classes in English, government, calculus, statistics, chemistry, physics, art, computer science, and history.

- ii. 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.
- iii. 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.
- iv. Students take a technology applications class in middle school that teaches Microsoft Office Suite, keyboarding, and graphic design. Students have the opportunity to take robotics, computer science, AP Computer Science, and music production. ATC is implementing a CTE strand in engineering starting fall 2020.
- v. 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.
- vi. 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.
- vii. ATC integrates classics into its curriculum through teaching recognized literary, historical, scientific, and artistic works from cultures around the world.

6. Governance:

- i. The School shall be governed by a governing body in the manner set forth in the governing body's bylaws, **Attachment D**, incorporated herein by reference.
- ii. The School's Governing Body shall have at least five members at all times; the number of Governing Body Members shall be specified in the bylaws.
- iii. 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.
- iv. All governing body members shall comply with training requirements established in Section 6.80.5 NMAC, as amended.
- v. The School shall notify the Superintendent of SFPS within 15 days of any and all written complaints of inappropriate contact as defined in its school policies with a student

or other minor by a member of the Governing Body, and shall notify the Superintendent of SFPS 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.

- vi. 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.
- vii. 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.
- viii. The Governing Body shall, at all times, be qualified to act as a qualified board of finance as demonstrated in Attachment E, which is incorporated by reference.
- ix. 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 7.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 Santa Fe Public School District Board of Education at its next regularly scheduled meeting, consider whether to commence revocation proceedings to revoke the School's Charter. If the Santa Fe Public Schools Board of Education 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.

7. **Operation:**

- i. The School shall be nonsectarian in its charter school programs, enrollment policies and employment practices and all other operations. Attachment F, incorporated herein by reference, states the School's enrollment 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 Attendance for Success Act, maintain records to document daily student attendance and shall make such records available for inspection upon request of the Santa Fe Public School Board of Education 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 SFPS district officials to visit each school site at any reasonable time.
- vii. The School shall allow officials of the District 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 Santa Fe Public Schools for five years after termination of the Charter and the Contract.
- viii. The School shall notify the District within 15 days of any and all written complaints of inappropriate contact as defined in the school's policies, or convictions for inappropriate contact with a student or other minor by any staff member, employee, or contractor and shall notify the Superintendent of SPFS 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, employee or contractor.
- ix. If the School receives federal grant funds that flow through the SFPS district, the School shall timely submit financial and other reports required by the District 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 G, 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 G, 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 H, 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 Santa Fe Public Schools 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 SFPS shall file a notification within 30 days of first use of the waiver with the to amend the contract to reflect the use of such non-discretionary waiver.
 - c. Currently, the School has no discretionary waivers on file with PED.
- 8. **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.
- 9. **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 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.
- 10. **Sites:** The School shall provide educational services, including the delivery of instruction, at the following location(s):

The Academy for Technology and the Classics Charter School Grades 7-12
74 A Van Nu Po
Santa Fe, NM 87508

 - i. The School shall ensure it meets 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 J incorporated herein by reference.
 - ii. ATC shall prepare its own facility master plan in compliance with the rules of the Public School Outlay Council and the Public Schools Capital Outlay Act. ATC has included a current facility master plan. **Attachment K**. The facility master plan includes capital

improvement needs and additional construction.

- iii. Projects indicated in ATC's Facility Master Plan will be considered, pursuant to Board policy and law, in the District's 2021 General Obligation Bond election upon ATC's participation and project approval through the SFPS Citizen's Review Committee, and final approval by the SFPS Board. (pg. 8, 10, III).
- iv. Multiple Facilities – With the approval of the Authorizer, ATC may maintain separate facilities at two or more locations. ATC 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.

SECTION 5: PERFORMANCE FRAMEWORKS

1. **Performance Framework:** Attachment A, incorporated herein by reference, includes the Charter Performance Review and Accountability System ("Accountability Plan"), which includes Academic Performance Framework, Organizational Performance Framework, and Financial Performance Framework adopted by the Santa Fe Public Schools. These documents together set forth the academic and operational performance indicators and performance targets that will guide the district's evaluation of the School and the criteria, processes and procedures that the district 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 district or on a bi-annual basis if that data is incorporated into the Academic Performance Framework adopted by the District.
 - iv. Meet or make substantial progress toward achievement of the Department's standards of excellence.
 - 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.
 - vi. The Academic Performance Framework adopted by the District 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 district 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.
 - vii. 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 District, but the district will not evaluate the quality of, or approve, the plan. The District 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.

- viii. 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 District's Accountability Plan included in Attachment A.
- ix. 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.
- x. The District 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 District 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 District, 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 District or authorized representative to enable them to conduct annual site visits and all other auditing visits requested or required by the District.
- v. Meet the organizational performance standards identified in the Organizational Performance Framework as adopted and modified periodically by the District.
 - a. If the school fails to meet its organizational performance indicators, the School will be provided notice through the procedures in the District'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 District, but the District will not evaluate the quality of, or approve, the plan. The District 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 District 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:

- 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 District. 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 District.
- iii. Cooperate with the District to enable them, or its authorized representative to conduct all auditing visits requested or required by the District or the Department.
- iv. Meet the financial performance standards identified in the Financial Performance Framework as adopted and modified periodically by the District, 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 incorporated herein by reference. The school shall notify the District of all changes to the designated licensed business official or certified procurement officer within 30 days.
- vii. The District 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 District, 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 District 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 District 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. The District shall utilize the funds for the following purposes:
 - a. Funding the staff to conduct work for the District, 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, maintaining communication with the charter school field to keep them apprised of best practices, opportunities for support from policy changes from the District; 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 District, 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 District.

2. Student Focused Terms

- i. ATC will continue to receive support from the Authorizer for PowerSchool or its equivalent and in submitting STARS data to NMPED.
- ii. Any Authorizer license purchased which the ATC wishes to use for its program will include up to 425 students from the School due to economy of scale purchases the district is afforded.
- iii. ATC students will be eligible for alternative credit recovery programs offered during summer months by the Authorizer at the same cost as other Authorizer students. ATC students will be afforded summer school opportunities in district programs proportionate

to the respective school enrollments. For example, if SFPS has a high school enrollment of 2500 students, and ATC has a high school enrollment of 250 students, ATC students will be offered at least 10% of the seats in the district credit recovery program at the same cost as other district students. The same would apply for middle school programs.

- iv. ATC 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.
- v. Students who are long term suspended will have access to the districts' alternative placement program.
- vi. If ATC requests a long term suspension, ATC will follow due process hearing procedures and may utilize the districts hearing officer. Special education students who are long term suspended will be placed in the SFPS's IAES program. They will temporary be withdrawn from ATC and enrolled in SFPS.
- vii. ATC will continue to receive a Title III allocation as determined by qualifying students.
- viii. ATC students will continue to receive bus transportation with 7 designated hubs locations with the understanding that if new neighborhoods are established, this may increase. ATC will continue have access to activity bus and field trip services from the Authorizer.
- ix. ATC 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.
- x. The School will be considered for purchase agreements for any safety and security improvements, in accordance with the Procurement Code, NMSA 1978, §§ 13-1-28 to - 199. The School will cover the expense for improvements according to allocated funding.
- xi. ATC 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 School will continue to receive HB-33 and SB-9 per pupil allocation.
- xii. ATC will have access to discarded furnishings and other discarded assets.
- xiii. ATC will have access to athletic facilities available to the authorizer until such facilities are established at the school.

3. Teacher-Focused Terms

- i. ATC 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.
- ii. The School will receive from the Authorizer a Title II allocation.
- iii. The School will continue to receive support from the SFPS Assessment and Accountability Office related to state-mandated testing.
- iv. 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.

4. Parent Focused Terms

- i. The Authorizer will continue to allow the School to use School Messenger, PowerSchool, and MySchool Apps (FRL application) or equivalent.
- ii. In addition to the above listed items, the District shall have authority to utilize the funds for similar or related costs for administrative support of the school.

5. 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 District's website as an Amendment Request or Notification. The School shall not take action or implement the amendment until approved by the District unless the District's processes indicate otherwise.
- ii. All amendment requests and notifications shall be submitted pursuant to the procedures developed by the District.
 - a. The District shall consider and vote on all properly submitted amendment requests and notifications within 60 days of receipt of a complete submission.
 - b. 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 District, or the Department, their agents, officials, assignees and employees.
- iv. The School shall maintain insurance coverage as required by law and provide the types, limits, and deductibles in **Attachment K**.

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

- i. **Criteria:** Pursuant to the Act, the District may revoke the Charter if the District 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 District 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 District 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 District 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 District or by an impartial hearing officer. If a hearing officer is to be used, the Notice shall establish the date on which the District 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 District shall issue a written decision 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 District using the District'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 District to determine whether renewal, non-renewal, or a conditional or short-term renewal is most appropriate.
- i. **Criteria:** Pursuant to the Act, the District may refuse to renew the Charter if the District 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 District shall utilize the following renewal process:
 - a. At least one year prior to the date on which the school will apply for renewal, the District's authorized representatives will notify the school of its preliminary renewal profile.
 - b. At least 20 days prior to District's meeting at which it will consider the school's renewal application, the District'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 District's meeting at which it will consider the school's renewal application, the District's authorized representatives will provide the school with a final application analysis and recommendation.
 - d. Upon making a final non-renewal decision, the District 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. District 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 District.
8. **Indemnification and Acknowledgements:** To the extent permitted by law, the Charter School shall indemnify, defend, save and hold harmless the District, the State, its departments, agencies, boards, Districts, 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 District 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:

The Academy for Technology and the
Classics
74 A Van Nu Po
Santa Fe, New Mexico 87508

Santa Fe Public Schools

Veronica Garcia, Superintendent
610 Alta Vista
Santa Fe, NM 87505
505.467.2000

The Parties 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 District 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 Superintendent of the District 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 District may terminate this Charter at the end of the period for which funds are available. No liability shall accrue to the District, nor the State, or any of its subdivisions, departments or divisions, in the event this provision is exercised, and neither the District 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 District). A School may not receive state equalization funding until the District has determined that the school has satisfied all conditions imposed by the District at initial approval and has demonstrated readiness to operate through completion of the District's Implementation Year Checklist. Upon request for renewal, the School may not receive state equalization funding until the District has determined that the school has satisfied all conditions imposed by the District.

The Academy for Technology and the Classics Charter School

Executed this 4 day of December 2019.

By Karen Velarde

Karen Velarde Lashley, Charter Representative for The Academy for Technology and the Classics
The Academy for Technology and the Classics Governing Council President

By Susan Lumley

Susan Lumley, Charter Representative for The Academy for Technology and the Classics
Head Administrator

Santa Fe Public Schools

Executed this 10 day of December 2019

By Kate L. Noble

Santa Fe Board of Education President

By Chronica B. Garcia

Superintendent of Santa Fe Public School District