

Public Academy for Performing Arts

Governing Council

Meeting Agenda

Tuesday, May 26, 2020, 4:15pm

Public Academy for Performing Arts Campus

11800 Princess Jeanne Ave NE, Albuquerque, NM 87112, Room 2

NOTE: MEETINGS WILL BE HELD VIRTUALLY VIA ZOOM UNTIL FURTHER NOTICE

Type of meeting: Community / Monthly

Chair: Elizabeth Roybal

Invited to Attend:

1. Elizabeth Roybal, President
2. Mark Huntzinger, GC Vice President
3. Jennifer Lopez, GC Secretary
4. Barbara CampBell, GC Member
5. Alexis Corbin, GC Member
6. Phil Krehbiel, GC Member
7. Lisa Miller, GC Member
8. Mance Anderson, GC Member At Large
9. Virginia Wilmerding, Staff Representative
10. Carol Torrez, Staff Representative
11. Melanie Chavez, Executive Director
12. Rhonda Cordova, Business Manager

Scheduled Guests:

Scheduled Absence:

1. Call to Order, Roll Call (Quorum 4/7 voting members).....Chair.....4:15 p.m.
2. Welcome and Introductions.....Chair.....4:16 p.m.
3. Approval of Agenda **ACTION ITEM**All.....4:18p.m.
4. Approval of Previous Meeting Minutes (4/28/2020) **ACTION ITEM**.....All.....4:20 p.m.
5. Open Forum for Public Comment (Form Required).....Chair.....4:21 p.m.
6. Budget & Finance Committee Report **ACTION ITEM**Phil Krehbiel and Rhonda Cordova.....4:23 p.m.
 - a. May Financial Report
 - b. BARS/Permanent Transfer **ACTION ITEM**
 - c. Part-time Employee NMPSIA Resolution **ACTION ITEM**
7. Executive Director's Report.....Melanie Chavez.....4:27 p.m.
 - a. Written Report
 - b. Parent/Student Handbook 2020-21
 - c. 2020-21 Planning
 - d. Performance Framework – Site Visit April, 2020
 - e. APS Charter Contract and Mission Specific Goals **ACTION ITEM**
8. Organizational BusinessChair.....4:35 p.m.
9. President's Report.....Elizabeth Roybal.....4:37 p.m.
10. Other Announcements/DiscussionAll.....4:42 p.m.
11. Executive Session for Executive Director Evaluation.....All.....5:25 p.m.
12. Adjourn.....Chair

ZOOM

Time: May 26, 2020 4:15 PM Mountain Time (US and Canada)

Monthly: <https://zoom.us/j/97081337988>

<https://zoom.us/j/97081337988?pwd=ZlRxeURXNWlnZTN0K3loQlkrDlVlOT09>

Join Zoom Meeting

<https://zoom.us/j/97081337988?pwd=ZlRxeURXNWlnZTN0K3loQlkrDlVlOT09>

Meeting ID: 970 8133 7988

Password: 1XDM6u

---- Statement on Open Forum for Public Comment ----

The Governing Council welcomes public comments during the "Public Comment" portion of the governing council meeting agenda. Individuals wishing to make public comments shall complete a Public Comment form and submit it to the Council President prior to the "Public Comment" section of the meeting. Individual oral presentations will be limited to 5 minutes, unless extended by the Council President.

---- Statement of Non Discrimination ----

Public Academy for Performing Arts does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Persons requiring special accommodations should contact the administrative office at 830-3128 Ext. 0 at least 24 hours prior to the meeting. The Title IX Coordinator is the Executive Director.

---- Additional Information ----

Audit Committee – Phil Krehbiel (Chair), Jennifer Lopez, Melanie Chavez, Rhonda Cordova, Ruby Arispe, Barbara CampBell
Finance Committee – Phil Krehbiel (Chair), Rhonda Cordova, Melanie Chavez, Barbara CampBell –7:30a.m. monthly, day of Council Meeting.
Long-Range Planning – Jennifer Lopez (Chair), Melanie Chavez, Naomi Montoya, Lisa Miller, Mance Anderson
Performing Arts Committee – Elizabeth Roybal (Chair), Mance Anderson, Melanie Chavez, Naomi Montoya, Alexis Corbin
Policy Review Committee – Mark Huntzinger (Chair), Melanie Chavez, Jennifer Lopez, Virginia Wilmerding, Lisa Miller

Public Academy for Performing Arts
Draft Governing Council Meeting Minutes April 28, 2020

<p>from the grant.</p> <p>Phil Kriebel moved to approve the BARS listed above. Lisa Ulibarri-Miller made the second and the motion carried 6-0.</p> <ul style="list-style-type: none">• Quarterly Financial Report to be presented next meeting• Review of 2020-2021 Budget” <p>We are assuming 446 students with 8075.21 per student. This allocation could be reduced by 3-5% based on the current NM economic situation, but will require an emergency legislative session to be adjusted.</p> <p>We are asked to create and approve a budget based on what we currently know and may have to reconvene to make adjustments should the state mandate budget cuts.</p> <p>We have an approximate carryover of 150,000.</p> <p>Budget proposal includes an average 4% raise for certified staff as well as a 4% raise for classified staff. This does not change the salary schedule.</p> <p>Contracted services include business manager, testing supplies, substitutes, Power school with the addition of school messenger, memberships to the Charter School Coalition, NASP</p> <p>The proposed budget allows for a small decrease in funding. More aggressive funding cuts would require the 4% salary increases to be cut.</p> <p>As a matter of point, teacher contracts do not have to be signed until 10 days prior to the start of school.</p> <p>It was moved by Phil Kriebel to adopt the proposed budget and the motion was seconded by Barbara CampBell. Motion carried 6-0.</p>	
<p>7. Executive Director’s Report</p> <p>a) Written Report: March things were going well. Spring Dance show was sold out for every performance. Then COVID hit and we moved to online learning. We were able to survey families and loaned out computers. Teachers stepped up and moved classes to online learning platforms. April: online learning continues. The majority of students are engaged with their classes. Administration has stepped up to try and engage the families who are not yet working. Texting seems to have the greatest response. Families with students with failing grades are contacted regularly. We submitted our Continuous Learning Plan to APS and NMPED. Our plan outlined what we are currently doing. Teachers are sending assignments through Google Classroom and holding Zoom experiences. Computers are checked out to families in need. Students can pick up paper assignments. Teachers document efforts to engage families and ask for assistance as needed. We have held 3 weeks more instruction than APS currently.</p> <p>b) Site Visit: Went well. PAPA is considered a highly successful Charter school.</p>	<p>Melanie Chavez</p>

Public Academy for Performing Arts

Draft Governing Council Meeting Minutes April 28, 2020

<p>Report will come later this summer. Only major question was did we have a policy to evaluate the Executive Director and we do.</p> <p>c) Office: We have damaged caused by the temporary fix APS did to the AC unit last year. The pan underneath rusted out and resulted in office flooding and drywall/ ceiling damage. Many documents were soaked. Everything is drying and repairs are underway.</p> <p>d) Planning for next year: We are working on three plans to open in the fall. The first being face to face school. The second is starting school online. The third is some type of blended learning experience for students that is partially on and off campus. Dr. Ginny brought up that consideration needs to be given to overly crowded dance portables.</p> <p>e) Handbook updates: Will present next month</p> <p>f) Senior Graduation: We are doing this virtually. Everyone has taped their parts and Su is combining the pieces to form the ceremony. Su is also working on a Graduation party for the seniors which will include their full clip submissions.</p>		
<p>8. Organizational Business</p> <p>a) Need a community member: Doreen Winn has withdrawn from consideration of becoming a board member as she has plans to move to Oklahoma</p> <p>b) On April 8, 2020, there was a quorum present of Governing Council members for a technology test session of a virtual meeting. No business was discussed.</p>		Elizabeth Roybal
<p>9. President's Report: none</p>		Elizabeth Roybal
<p>10. Other Announcements/Discussion: None.</p>		Elizabeth Roybal
<p>11. Executive Session for limited personnel matters: At 5:29 Mark Huntzinger made the motion to close the meeting for the purpose of going into Executive Session pursuant to NMSA 10-15-1-H(2) with Mark Huntzinger making the second. The motion was passed 6-0 with a roll call vote. Limited personnel matters was the only topic addressed. At 5:41 Mark Huntzinger made a motion to come out of Executive Session with Liz Roybal making the second. The motion passed 6-0 by roll call vote.</p>		Elizabeth Roybal
<p>12. Action Resulting from Executive Session: Melanie Chavez will update her goal report for the board by May 19th. Next session board will complete Melanie's evaluation and report out. New goals may be established.</p>		Elizabeth Roybal
<p>13. Adjourn: We adjourned at 5:45. The next meeting will be on May 26, 2020, at 4:15. There will be a second meeting on 5/19 at 4:00 to review limited personnel matters.</p>		
Status		Action Item
	Resource	Due Date

Budget Report as of May 26, 2020

OPERATIONAL

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>	<u>% to Budget</u>
\$3,478,001.75	(\$2,782,689.14)	(\$539,562.82)	\$155,749.79	7%

INSTRUCTIONAL MATERIALS

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$12,550.47	(\$12,550.47)	\$0.00	\$0.00

Food Services

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$146,916.00	(\$43,093.12)	\$0.00	\$103,822.88

Cash balance \$37,308

Activities

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$227,840.00	(\$88,014.21)	(\$35,122.19)	\$104,703.60

IDEA B

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$95,973.00	(\$81,375.31)	(\$14,427.90)	\$169.79

Teacher/Principal Training

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$25,774.00	(\$16,868.40)	(\$2,189.38)	\$6,716.22

Medicaid

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$29,186.74	(\$2,248.75)	(\$598.00)	\$26,339.99

CNM

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$4,767.13	(\$2,500.00)	(\$1,500.00)	\$767.13

Dual Credit

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$3,628.45	(\$3,628.45)	\$0.00	\$0.00

GO Bond Library Funds

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$5,026.00	\$0.00	\$0.00	\$5,026.00

IM Bond

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$25,994.50	(\$5,511.87)	(\$805.52)	\$19,677.11

Youth Chat Grant

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$5,419.91	(\$3,284.61)	\$0.00	\$2,135.30

Lease Assistance

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$317,972.00	(\$264,976.70)	(\$52,995.34)	(\$0.04)

HB33

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$374,088.97	(\$284,361.01)	(\$111,844.76)	(\$22,116.80)
			\$95,099.00 <i>BAR 0034-I</i>
			\$72,982.20

SB9 State Match (31700)

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$6,767.00	\$0.00	\$0.00	\$6,767.00

SB9 Tax Allocation

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$266,507.45	(\$69,028.76)	(\$28,522.60)	\$168,956.09

SB9 State Match - Cash (31703)

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$10,758.00	\$0.00	\$0.00	\$10,758.00

Public Academy for Performing Arts

Budget Management - Budget Item Report

[Cycle Name]: "FY2020"; Created On: 5/26/2020 11:04:36 AM

Budget Item	Account	Period	Original Budget	Current Budget	Adjustment Amount
11000-1000-51100-0000-001047-1611-00000	Instruction-Salaries Expense	04/28/2020		\$37,100.00	\$12,100.00
11000-1000-51100-1010-001047-1411-00000	Instruction-Salaries Expense	04/28/2020		\$1,373,850.00	(\$137,400.00)
11000-1000-51100-2000-001047-1412-00000	Instruction-Salaries Expense	04/28/2020		\$288,241.00	\$47,100.00
11000-1000-51100-2000-001047-1712-00000	Instruction-Salaries Expense	04/28/2020		\$19,844.00	(\$19,844.00)
11000-1000-51300-1010-001047-1411-00000	Direct Instruction-Teachers - Grades 1-12	04/28/2020		\$26,178.00	\$8,200.00
11000-1000-51300-2000-001047-1412-00000	Direct Instruction-Teachers - Special Education	04/28/2020		\$2,500.00	\$2,500.00
11000-1000-52111-0000-001047-0000-00000	Instruction-Educational Retirement	04/28/2020		\$229,741.00	(\$229,741.00)
11000-1000-52111-0000-001047-1611-00000	Instruction-Educational Retirement	04/28/2020		\$900.00	\$900.00
11000-1000-52111-1010-001047-1411-00000	Instruction-Educational Retirement	04/28/2020		\$187,000.00	\$187,000.00
11000-1000-52111-2000-001047-1412-00000	Instruction-Educational Retirement	04/28/2020		\$49,000.00	\$49,000.00
11000-1000-52112-0000-001047-0000-00000	Instruction-ERA - Retiree Health	04/28/2020		\$33,056.00	(\$33,056.00)
11000-1000-52112-0000-001047-1611-00000	Instruction-ERA - Retiree Health	04/28/2020		\$650.00	\$650.00
11000-1000-52112-1010-001047-1411-00000	Instruction-ERA - Retiree Health	04/28/2020		\$26,500.00	\$26,500.00
11000-1000-52112-2000-001047-1412-00000	Instruction-ERA - Retiree Health	04/28/2020		\$7,000.00	\$7,000.00
11000-1000-52210-0000-001047-0000-00000	Instruction-FICA Payments	04/28/2020		\$99,169.00	(\$99,169.00)
11000-1000-52210-0000-001047-1611-00000	Instruction-FICA Payments	04/28/2020		\$2,000.00	\$2,000.00
11000-1000-52210-1010-001047-1411-00000	Instruction-FICA Payments	04/28/2020		\$79,500.00	\$79,500.00
11000-1000-52210-2000-001047-1412-00000	Instruction-FICA Payments	04/28/2020		\$20,500.00	\$20,500.00
11000-1000-52220-0000-001047-0000-00000	Instruction-Medicare Payments	04/28/2020		\$0.00	(\$23,139.00)
11000-1000-52220-0000-001047-1611-00000	Instruction-Medicare Payments	04/28/2020		\$475.00	\$475.00
11000-1000-52220-1010-001047-1411-00000	Instruction-Medicare Payments	04/28/2020		\$18,600.00	\$18,600.00
11000-1000-52220-2000-001047-1412-00000	Instruction-Medicare Payments	04/28/2020		\$5,000.00	\$5,000.00
11000-1000-52311-0000-001047-0000-00000	Instruction-Health and Medical Premiums	04/28/2020		\$62,167.50	(\$68,394.50)
11000-1000-52311-0000-001047-1611-00000	Instruction-Health and Medical Premiums	04/28/2020		\$3.00	\$3.00
11000-1000-52311-1010-001047-1411-00000	Instruction-Health and Medical Premiums	04/28/2020		\$93,000.00	\$93,000.00
11000-1000-52311-2000-001047-1412-00000	Instruction-Health and Medical Premiums	04/28/2020		\$36,500.00	\$36,500.00
11000-1000-52312-0000-001047-1611-00000	Instruction-Life	04/28/2020		\$12.00	\$12.00
11000-1000-52312-1010-001047-1411-00000	Instruction-Life	04/28/2020		\$1,500.00	\$1,500.00
11000-1000-52312-2000-001047-1412-00000	Instruction-Life	04/28/2020		\$375.00	\$375.00
11000-1000-52313-0000-001047-1611-00000	Instruction-Dental	04/28/2020		\$0.50	\$0.50
11000-1000-52313-1010-001047-1411-00000	Instruction-Dental	04/28/2020		\$4,100.00	\$4,100.00
11000-1000-52313-2000-001047-1412-00000	Instruction-Dental	04/28/2020		\$1,700.00	\$1,700.00
11000-1000-52314-0000-001047-1611-00000	Instruction-Vision	04/28/2020		\$0.50	\$0.50
11000-1000-52314-1010-001047-1411-00000	Instruction-Vision	04/28/2020		\$900.00	\$900.00
11000-1000-52314-2000-001047-1412-00000	Instruction-Vision	04/28/2020		\$375.00	\$375.00
11000-1000-52315-0000-001047-1611-00000	Instruction-Disability	04/28/2020		\$0.50	\$0.50
11000-1000-52315-1010-001047-1411-00000	Instruction-Disability	04/28/2020		\$800.00	\$800.00
11000-1000-52315-2000-001047-1412-00000	Instruction-Disability	04/28/2020		\$5.00	\$5.00
11000-1000-52500-1010-001047-1411-00000	Instruction-Unemployment Compensation	04/28/2020		\$3.00	\$3.00
11000-1000-52511-0000-001047-1611-00000	Instruction-Unemployment Insurance Premium	04/28/2020		\$110.00	\$110.00
11000-1000-52511-1010-001047-1411-00000	Instruction-Unemployment Insurance Premium	04/28/2020		\$2,600.00	\$2,600.00

11000-1000-52511-2000-001047-1412-00000	Instruction-Unemployment Insurance Premium	04/28/2020				\$750.00	\$750.00
11000-1000-52720-0000-001047-1611-00000	Instruction-Workers Compensation Employer's Fee	04/28/2020				\$100.00	\$100.00
11000-1000-52720-1010-001047-1411-00000	Instruction-Workers Compensation Employer's Fee	04/28/2020				\$275.00	\$275.00
11000-1000-52720-2000-001047-1412-00000	Instruction-Workers Compensation Employer's Fee	04/28/2020				\$70.00	\$70.00
11000-1000-56113-1010-001047-0000-00000	Transportation-Software	04/28/2020				\$500.00	\$500.00
11000-1000-57332-1010-001047-0000-00000	Instruction-Supply Assets (\$5,000 or Less)	04/28/2020				\$38.00	\$38.00
11000-2100-51100-0000-001047-1211-00000	Support Services-Students-Salaries Expense	04/28/2020		\$62,755.00		\$21,087.00	(\$41,668.00)
11000-2100-52111-0000-001047-1214-00000	Support Services-Students-Educational Retirement	04/28/2020				\$4,600.00	\$4,600.00
11000-2100-52111-2000-001047-1211-00000	Support Services-Students-Educational Retirement	04/28/2020				\$9,600.00	\$9,600.00
11000-2100-52112-0000-001047-1214-00000	Support Services-Students-ERA - Retiree Health	04/28/2020				\$650.00	\$650.00
11000-2100-52112-2000-001047-1211-00000	Support Services-Students-ERA - Retiree Health	04/28/2020				\$1,400.00	\$1,400.00
11000-2100-52210-0000-001047-1214-00000	Support Services-Students-FICA Payments	04/28/2020				\$2,100.00	\$2,100.00
11000-2100-52210-2000-001047-1211-00000	Support Services-Students-FICA Payments	04/28/2020				\$4,300.00	\$4,300.00
11000-2100-52220-0000-001047-1214-00000	Support Services-Students-Medicare Payments	04/28/2020				\$475.00	\$475.00
11000-2100-52220-2000-001047-1211-00000	Support Services-Students-Medicare Payments	04/28/2020				\$1,000.00	\$1,000.00
11000-2100-52311-0000-001047-1214-00000	Support Services-Students-Health and Medical Premiums	04/28/2020				\$240.00	\$240.00
11000-2100-52311-2000-001047-1211-00000	Support Services-Students-Health and Medical Premiums	04/28/2020				\$4,300.00	\$4,300.00
11000-2100-52312-0000-001047-1214-00000	Support Services-Students-Life	04/28/2020				\$30.00	\$30.00
11000-2100-52312-2000-001047-1211-00000	Support Services-Students-Life	04/28/2020				\$45.00	\$45.00
11000-2100-52313-0000-001047-1214-00000	Support Services-Students-Dental	04/28/2020				\$300.00	\$300.00
11000-2100-52313-2000-001047-1211-00000	Support Services-Students-Dental	04/28/2020				\$200.00	\$200.00
11000-2100-52314-2000-001047-1211-00000	Support Services-Students-Vision	04/28/2020				\$50.00	\$50.00
11000-2100-52511-0000-001047-1214-00000	Support Services-Students-Unemployment Insurance	04/28/2020				\$50.00	\$50.00
11000-2100-52511-2000-001047-1211-00000	Support Services-Students-Unemployment Insurance	04/28/2020				\$210.00	\$210.00
11000-2100-52720-0000-001047-1214-00000	Support Services-Students-Workers Compensation	04/28/2020				\$6.00	\$6.00
11000-2100-52720-2000-001047-1211-00000	Support Services-Students-Workers Compensation	04/28/2020				\$12.00	\$12.00
11000-2100-53211-2000-001047-0000-00000	Support Services-Students-Diagnosticians - Contracted	04/28/2020		\$15,000.00		\$19,500.00	\$4,500.00
11000-2100-53212-2000-001047-0000-00000	Support Services-Students-Speech Therapists - Contracted	04/28/2020		\$43,000.00		\$46,200.00	\$3,200.00
11000-2100-53213-2000-001047-0000-00000	Support Services-Students-Occupational Therapists - Contracted	04/28/2020		\$21,500.00		\$23,100.00	\$1,600.00
11000-2100-53214-2000-001047-0000-00000	Support Services-Students-Therapists - Contracted	04/28/2020		\$500.00		\$2,150.00	\$1,650.00
11000-2100-53215-2000-001047-0000-00000	Support Services-Students-Psychologists - Contracted	04/28/2020		\$1,000.00		\$1,400.00	\$400.00
11000-2100-53330-0000-001047-0000-00000	Support Services-Students-Professional Development	04/28/2020		\$0.00		\$400.00	\$400.00

\$0.00 Function 1000

11000-2100-53330-2000-001047-0000-00000	Support Services-Students-Professional Development	04/28/2020			\$350.00	\$350.00
11000-2300-52111-0000-001047-0000-00000	Support Services-General Administration-Educational	04/28/2020		\$14,339.00	\$0.00	(\$14,339.00)
11000-2300-52111-0000-001047-1111-00000	Support Services-General Administration-Educational	04/28/2020			\$14,700.00	\$14,700.00
11000-2300-52112-0000-001047-0000-00000	Support Services-General Administration-EBA - Retiree	04/28/2020		\$2,063.00	\$0.00	(\$2,063.00)
11000-2300-52112-0000-001047-1111-00000	Support Services-General Administration-EBA - Retiree	04/28/2020			\$2,100.00	\$2,100.00
11000-2300-52210-0000-001047-0000-00000	Support Services-General Administration-EICA Payments	04/28/2020		\$6,190.00	\$0.00	(\$6,190.00)
11000-2300-52220-0000-001047-0000-00000	Support Services-General Administration-Medicare	04/28/2020		\$1,444.00	\$0.00	(\$1,444.00)
11000-2300-52220-0000-001047-1111-00000	Support Services-General Administration-Medicare	04/28/2020			\$1,400.00	\$1,400.00
11000-2300-52311-0000-001047-0000-00000	Support Services-General Administration-Health and Medical	04/28/2020		\$4,800.00	\$0.00	(\$4,800.00)
11000-2300-52312-0000-001047-0000-00000	Support Services-General Administration-Life	04/28/2020		\$59.00	\$0.00	(\$59.00)
11000-2300-52312-0000-001047-1111-00000	Support Services-General Administration-Life	04/28/2020			\$65.00	\$65.00
11000-2300-52313-0000-001047-0000-00000	Support Services-General Administration-Dental	04/28/2020		\$342.00	\$0.00	(\$342.00)
11000-2300-52313-0000-001047-1111-00000	Support Services-General Administration-Dental	04/28/2020			\$675.00	\$675.00
11000-2300-52314-0000-001047-0000-00000	Support Services-General Administration-Vision	04/28/2020		\$80.00	\$0.00	(\$80.00)
11000-2300-52314-0000-001047-1111-00000	Support Services-General Administration-Vision	04/28/2020			\$120.00	\$120.00
11000-2300-52500-0000-001047-0000-00000	Support Services-General Administration-Unemployment	04/28/2020		\$110.00	\$0.00	(\$110.00)
11000-2300-52511-0000-001047-0000-00000	Support Services-General Administration-Unemployment	04/28/2020			\$160.00	\$160.00
11000-2300-52720-0000-001047-0000-00000	Support Services-General Administration-Workers Compensation-Discretion	04/28/2020		\$12.00	\$0.00	(\$12.00)
11000-2300-52720-0000-001047-1111-00000	Support Services-General Administration-Workers Compensation-Discretion	04/28/2020			\$14.00	\$14.00
11000-2300-53413-0000-001047-0000-00000	Support Services-General Administration-Legal	04/28/2020		\$3,000.00	\$2,426.25	(\$573.75)
11000-2300-55400-0000-001047-0000-00000	Support Services-General Administration-Adjustment	04/28/2020		\$1,000.00	\$888.80	(\$101.40)
11000-2400-51100-0000-001047-1217-00000	Support Services-School Administration-Salaries Expense	04/28/2020		\$93,751.00	\$98,751.00	\$5,000.00
11000-2400-52111-0000-001047-0000-00000	Support Services-School Administration-Educational	04/28/2020		\$23,456.00	\$6.00	(\$23,450.00)
11000-2400-52111-0000-001047-1112-00000	Support Services-School Administration-Educational	04/28/2020			\$10,700.00	\$10,700.00
11000-2400-52111-0000-001047-1217-00000	Support Services-School Administration-Educational	04/28/2020			\$9,100.00	\$9,100.00
11000-2400-52112-0000-001047-0000-00000	Support Services-School Administration-EBA - Retiree	04/28/2020		\$3,375.00	\$0.00	(\$3,375.00)
11000-2400-52112-0000-001047-1112-00000	Support Services-School Administration-EBA - Retiree	04/28/2020			\$1,500.00	\$1,500.00
11000-2400-52112-0000-001047-1217-00000	Support Services-School Administration-EBA - Retiree	04/28/2020			\$1,050.00	\$1,050.00
11000-2400-52210-0000-001047-0000-00000	Support Services-School Administration-EICA Payments	04/28/2020		\$10,125.00	\$0.00	(\$10,125.00)
11000-2400-52210-0000-001047-1112-00000	Support Services-School Administration-EICA Payments	04/28/2020			\$3,700.00	\$3,700.00
11000-2400-52210-0000-001047-1217-00000	Support Services-School Administration-EICA Payments	04/28/2020			\$5,800.00	\$5,800.00
11000-2400-52220-0000-001047-0000-00000	Support Services-School Administration-Medicare	04/28/2020		\$2,364.00	\$145.85	(\$2,218.15)
11000-2400-52220-0000-001047-1112-00000	Support Services-School Administration-Medicare	04/28/2020			\$1,100.00	\$1,100.00
11000-2400-52220-0000-001047-1217-00000	Support Services-School Administration-Medicare	04/28/2020			\$1,400.00	\$1,400.00
11000-2400-52311-0000-001047-0000-00000	Support Services-School Administration-Life	04/28/2020		\$21,152.00	\$0.00	(\$21,152.00)
11000-2400-52311-0000-001047-1112-00000	Support Services-School Administration-Life	04/28/2020			\$152.25	\$152.25
11000-2400-52311-0000-001047-1217-00000	Support Services-School Administration-Life	04/28/2020			\$13,200.00	\$13,200.00
11000-2400-52312-0000-001047-1112-00000	Support Services-School Administration-Life	04/28/2020			\$60.00	\$60.00
11000-2400-52312-0000-001047-1217-00000	Support Services-School Administration-Life	04/28/2020			\$150.00	\$150.00

11000-2600-52312-0000-001047-1614-00000	Operation & Maintenance of Plant- Life	04/28/2020				\$70.00	\$70.00
11000-2600-52312-0000-001047-1615-00000	Operation & Maintenance of Plant- Life	04/28/2020				\$1.00	\$1.00
11000-2600-52313-0000-001047-1614-00000	Operation & Maintenance of Plant- Dental	04/28/2020				\$400.00	\$400.00
11000-2600-52314-0000-001047-1614-00000	Operation & Maintenance of Plant- Vision	04/28/2020				\$90.00	\$90.00
11000-2600-52315-0000-001047-1614-00000	Operation & Maintenance of Plant- Disability	04/28/2020				\$70.00	\$70.00
11000-2600-52511-0000-001047-1614-00000	Operation & Maintenance of Plant- Unemployment Insurance	04/28/2020				\$125.00	\$125.00
11000-2600-52511-0000-001047-1615-00000	Operation & Maintenance of Plant- Unemployment Insurance	04/28/2020				\$2.00	\$2.00
11000-2600-52720-0000-001047-1614-00000	Operation & Maintenance of Plant- Workers Compensation	04/28/2020				\$30.00	\$30.00
							(\$0.00) Function 2000

Must submit backup for all BARs,
except transfers of funds for SEG or
direct grants

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 Don Gaspar Santa Fe, NM 87501-2786
Budget Adjustment Request

Doc. ID: 001-047-1920-0034-I

Fund Type: General Fund / Capital
Outlay / Debt Service

Adjustment Type: Increase

Fiscal Year: 2019-2020

Entity Name: Public Academy for Performing Arts

Adjustment Changes Intent/Scope of Program Yes or No?: No

Contact: Rhonda Cordova, Business Manager

Total Approved Budget (Flowthrough):

Phone: 505-604-5056

Email: rhondacordova1000@outlook.com

FLOWTHROUGH ONLY

Budget Period: Jul 1 2019 12:00AM

To: Jun 30 2020 12:00AM

A. Approved Carryover:

B. Total Current Year Allocation:

D. Total Funding Available:

Revenue 31600.0000.43215 \$95,099

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
31600 Capital Improvem ents HB- 33	4000 Capital Outlay	57332 Supply Assets (\$5,000 or less)	0000 No Program	0000 No Job Class		\$95,099	\$95,099	
Sub Total						\$95,099		
Indirect Cost								
DOC. TOTAL						\$95,099		

Justification:

Capital Improvements allowed by APS

Compliance with Sections 10-15-1 and 22-8-12, NMSA, 1978 Compilation:

A. The requested budget/changes were authorized at a scheduled Board of Education or Governance Council meeting open to the public on:

B. Justification for the transfer: Explanation such as "underbudgeted", "insufficient budget", or "needed to close out Project" ARE NOT ACCEPTABLE. Attach additional sheets if necessary.

ALL TRANSFER BARS MUST NET OUT TO ZERO ON THE DOC. TOTAL LINE.

Approvals by Digital Signature

Name

Role

Date

Rhonda Cordova

Business Manager

5/17/2020 8:04:10 PM



11800 Princess Jeanne Ave., NE / Albuquerque, NM 87112 / (T) 505-830-3128 / (F) 505-830-9930 /
www.paparts.org

Melanie L. Dunn-Chavez, Executive Director

Public Academy for Performing Arts

(School District/Entity Name)

PART-TIME EMPLOYEE RESOLUTION - Basic Life Insurance Only

2020/2021

School Year

(starting/ending school year)

To provide basic life insurance to eligible part-time employees who are on an employment contract that work less than 20 hours per week, but not less than 15 hours per week, and to pay the employer's share of insurance premiums.

WHEREAS, the Public Academy for Performing Arts is requesting from the New
(district/entity name)

Mexico Public Schools Insurance Authority (NMPSIA) that our school district/entity be permitted to authorize participation in the employee lines of benefits coverage to our part-time employees who are on contract that work less than 20 hours per week, but not less than 15 hours per week; and

WHEREAS, the governing board of the Public Academy for Performing Arts
(district/entity name)

understands that in order for the part-time employee to be eligible to participate, an annual resolution requesting such must be adopted by the board of the Public Academy for Performing Arts and approved by the NMPSIA Board of
(district/entity name)

Directors and filed annually with the NMPSIA Board.

NOW, THEREFORE, BE IT RESOLVED that we, the governing board of the Public Academy for Performing Arts wish to offer the school's part-time
(district/entity name)

employees as described above, the ability to participate in the NMPSIA BASIC LIFE coverage for the 2020/2021 school year. In addition,
(starting/ending school year)

we do resolve to provide the employer's share of the insurance premiums for such eligible part-time employees.

Signed this 26 day of May 2020

Board Chairman

Board Member

Board Member

Board Member

Board Member

Board Member

05/02/2013

**Executive Director's Report
May 26, 2020**

GENERAL

- Submission of budget to APS and NMPED. New narrative components submitted (12).
- Virtual graduation – LOTS of positive feedback (phone calls, emails, texts, posts)
- Senior Spotlight and Senior decorated cap design posted to social media
- 2019 Graduation rate of 92.5%. Well over APS's rates (73.7% without charters)
- Google Form with Google Sheet signaled administrative intervention, decrease from 159 students with Fs mid-quarter 4 to 39 at end of year. No middle school students in need of summer school.
- Social emotional support provided by Social Worker
- Weekly email from admin, weekly newsletter with social emotional support section
- Student Check-out, Award and Yearbook Distribution - all but 10 families attended. All fees/fines paid. Social distancing and health guidelines followed. Parents and students did a great job!
- Frontline (Teacher Evaluation) finalized, End of Year Summary for teachers and personnel file complete.
- Teacher Check-out – all year-end paperwork submitted.
- Math Boot Camp – in planning phase. Plan A with virtual Plan B. Parents will be notified by end of May.
- Master schedule in process.
- Detailed monthly calendar in process.
- Updates to Employee/Staff handbook as necessary.
- APS Site Visit results – over 90% in Special Education, no major issues/concerns, high marks
- IEPs, SATs and 504s continue and are in compliance
- BYU Summer School begins in June. Two sessions. Parents and students contacted. Contract created. Ready to go.
- AC in office will be fixed mid to late June.
- Teacher survey to assess needs for 2020-21
- PED survey to families to assess needs for 2020-21
- Hiring for 2020-2021 complete, questions about returning staff and COVID concerns
- Equity Council work (Martinez-Yazzie) in process
- Title II (staff training) application submitted (about \$19,300)
- Plans for educating students face-to-face, virtual and blended 2020-21 school year (identified changes: Chromebooks, clarification/mandate of grade reporting, etc.) – in process
- EOY reporting – STARS submitted
- MLSS Multi-level Systems of Support documents and school self-evaluation in process.

PD

- Admin meetings and front office staff meetings to problem solve, plan for remainder of year, plan for next year
- Staff meetings weekly to problem solve, department meetings twice since closure to identify essential standards, make plan for remainder of year, support each other
- Staff meeting Friday, 5/1 by grade span to discuss specific students and pass/fail
- Teacher Appreciation week – cards and flower seeds (theme for 2020 is grow), PTSO gave gift cards to teachers and staff

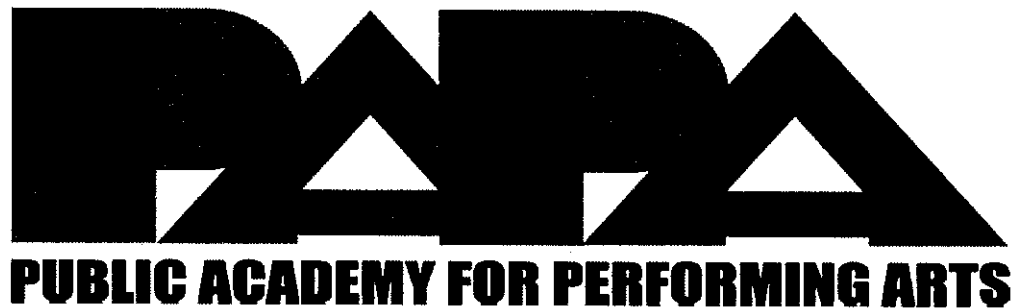
ARTS

- Music videos (Choir Senior Farewell and Mariachi) sent to PAPA community
- PAPA Broadcast Weekly Panda announcements
- Su Hudson won national award through PBS, will represent NM

CLUBS

- Student Council elections held

**PUBLIC ACADEMY FOR PERFORMING ARTS (PAPA)
PARENT/STUDENT HANDBOOK
2020-2021**



PAPA VISION

The Public Academy for Performing Arts will be a small, supportive educational community where students achieve high academic standards and pursue excellence in the performing arts.

MISSION STATEMENT

The Public Academy for Performing Arts is a public charter school that integrates a rigorous college preparatory curriculum with the performing arts and prepares students to pursue their passions and talents.

11800 Princess Jeanne Ave NE
Albuquerque, NM 87112
Phone 505-830-3128 / Fax 505-830-9930
www.paparts.org



From the Desk of the Executive Director

Dear Parents/Guardians,

Thank you for selecting the Public Academy for Performing Arts as the school of choice for your child! PAPA staff strive to provide the best opportunities for your child's academic success while developing talent and interest in the arts.

Please review the following pages carefully with your child. Our guidelines are designed to provide a safe, secure and orderly school environment in which your child can reach his/her ultimate potential. We cannot predict every situation nor reflect every possible decision in one short document. Therefore, the PAPA administration and Governing Council reserves the right to make decisions and revise this document as needed.

If you have any policy questions or concerns after reading the handbook, please call or e-mail me (830-3128 or mchavez@paparts.org). If you would like to review PAPA policies, a complete PAPA Governing Council Policy Manual is available for review in the school office and are updated regularly and posted on the school website (www.paparts.org).

PAPA's vision and mission are quite lofty! A college-preparation curriculum and the pursuit of excellence in the arts takes a focus on learning (not just grades), dedication, consistency, encouragement, patience, and motivation. I encourage you to be involved in your child's education on a daily basis. You can start by making sure your child attends school on time and every day, by checking PowerSchool for grades and assignment completion, attendance, engaging with teachers, and checking your child's homework. Other ways to be involved include attending and volunteering for school events, becoming an active PTSO member, volunteering for the School Advisory Council, volunteering for the PAPA Equity Council, assisting the Performing Arts Academy Foundation and attending meetings. Our efforts will be successful when they are an extension of the base you construct at home.

Thank you for your commitment to PAPA! We look forward to working with you to make 2020-21 the best year ever!!

Sincerely,

A handwritten signature in cursive script that reads "Melanie Dunn-Chavez".

Melanie Dunn-Chavez



PUBLIC ACADEMY FOR PERFORMING ARTS COMMUNITY EXPECTATIONS

Following are the expectations of the PAPA Community - administration, teachers, support staff, parents, and students. It is our belief that if these expectations are met, students will achieve their greatest success.

ADMINISTRATION

1. Be present and available to staff, students, and parents.
2. Provide opportunities for professional development for staff.
3. Provide leadership and support for challenging education/student management issues.
4. Help staff, students and the school community meet professional and academic goals.
5. Create a welcoming environment for staff, students, and parents.

TEACHERS

1. Help make PAPA a positive, engaging place that is academically challenging with stellar performing arts.
2. Be organized, consistent, flexible, and reflect over practice/lessons.
3. Mentor students and encourage them to meet high expectations.
4. Provide differentiated instruction to meet the needs of all learning styles.
5. Encourage student responsibility.
6. Keep parents informed, and respond to their communications.
7. Be available to students.
8. Share appropriate student information with appropriate staff members.

SUPPORT STAFF

1. Always act in a polite, professional manner.
2. Maintain confidentiality.
3. Help the school run smoothly and efficiently.
4. Communicate, cooperate, and exhibit flexibility.

PARENTS

1. Bring your child to school on time (well fed, with adequate sleep, and with appropriate school supplies).
2. Help your child with Homework, utilizing on-line resources (PowerSchool, Google Docs, Edmodo, Kahn Academy, Classflow), and provide time and an appropriate study space.
3. Hold your child accountable with high expectations for academic and artistic excellence - do not enable them.
4. Establish a positive relationship with staff and students – Volunteer!
5. Stress the importance of responsibility to your child.
6. Communicate with your child's teachers.

STUDENTS

1. Come to school on time, prepared for each class.
2. Hold yourself accountable and act responsibly.
3. Exhibit self-motivation and take ownership of your education.
4. Demonstrate behavior appropriate to succeed.
5. Respect others' right to learn.
6. Advocate for yourself – Ask questions.
7. Help each other succeed (mentoring, tutoring...).

TABLE OF CONTENTS

PAPA VISION	1
MISSION STATEMENT	1
GREETING FROM THE EXECUTIVE DIRECTOR	2
COMMUNITY EXPECTATIONS	3
2020-21 SCHOOL CALENDAR	5
 PHYSICAL PRESENCE	
Drop-off Pick-up Map	6
Class Bell Schedule	7
School Closing	7
Parent Office Assistance	7
Notice of Non-Discrimination	7
School Hours	7
Registration	8
Withdrawal	8
Schedules and Fees	8
Student Parking and Closed Campus	8
Visitors	9
Attendance	9
Compulsory Attendance Procedures	9
Grades Connected to Attendance	10
Non-PAPA Performing Arts-Related Absences	10
Absences From Performing Arts Classes	11
Make-up Work/Credit due to Absences	11
 ACADEMICS	
Family Education Rights and Privacy Act (FERPA)	11
Academic Success	12
Graduation Requirements for High School	12
Course Offerings	12
Senior Showcase	13
Dual Credit Enrollment	13
Credit Recovery or Advancement	14
Grading	14
Extra-Curricular Eligibility	15
Performance Expectations (Performers and Audience Members)	16
Required Assessments	16
Academic Recognition and National Honor Society	17
School-wide Student Organizations	17
End of Year Awards	18
Honor Graduates	19
 SUPPORT	
Parent Involvement	19
Individualized Education Programs	19
School Advisory Council (SAC)/School Health Advisory Council	19
Breakfast and Lunch Service	19
SNAP and FNS	20
Medical	21
Dress Code	21
Personal Items	22
Locker Use	22
Discipline	22
Anti-Bullying Policy	23
Search and Seizure	24
Technology Use	24
Grievance Procedure	



Governing Council Approved 1/28/20

Public Academy for Performing Arts
2020-2021 School Calendar

July 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
Su	M	Tu	W	Th	F	S
						1
2				6	7	8
9			12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6		8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7			10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
Su	M	Tu	W	Th	F	S
1	2		4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24				28
29	30					

December 2020						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17		19
20						26
27						

January 2021						
Su	M	Tu	W	Th	F	S
						2
3		5	6	7	8	9
10	11	12	13	14	15	16
17		19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14		16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
Su	M	Tu	W	Th	F	S
	1			4	5	6
7		9	10	11	12	13
14	15	16	17	18	19	20
21						27
28	29	30	31			

April 2021						
Su	M	Tu	W	Th	F	S
				1		3
4		6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

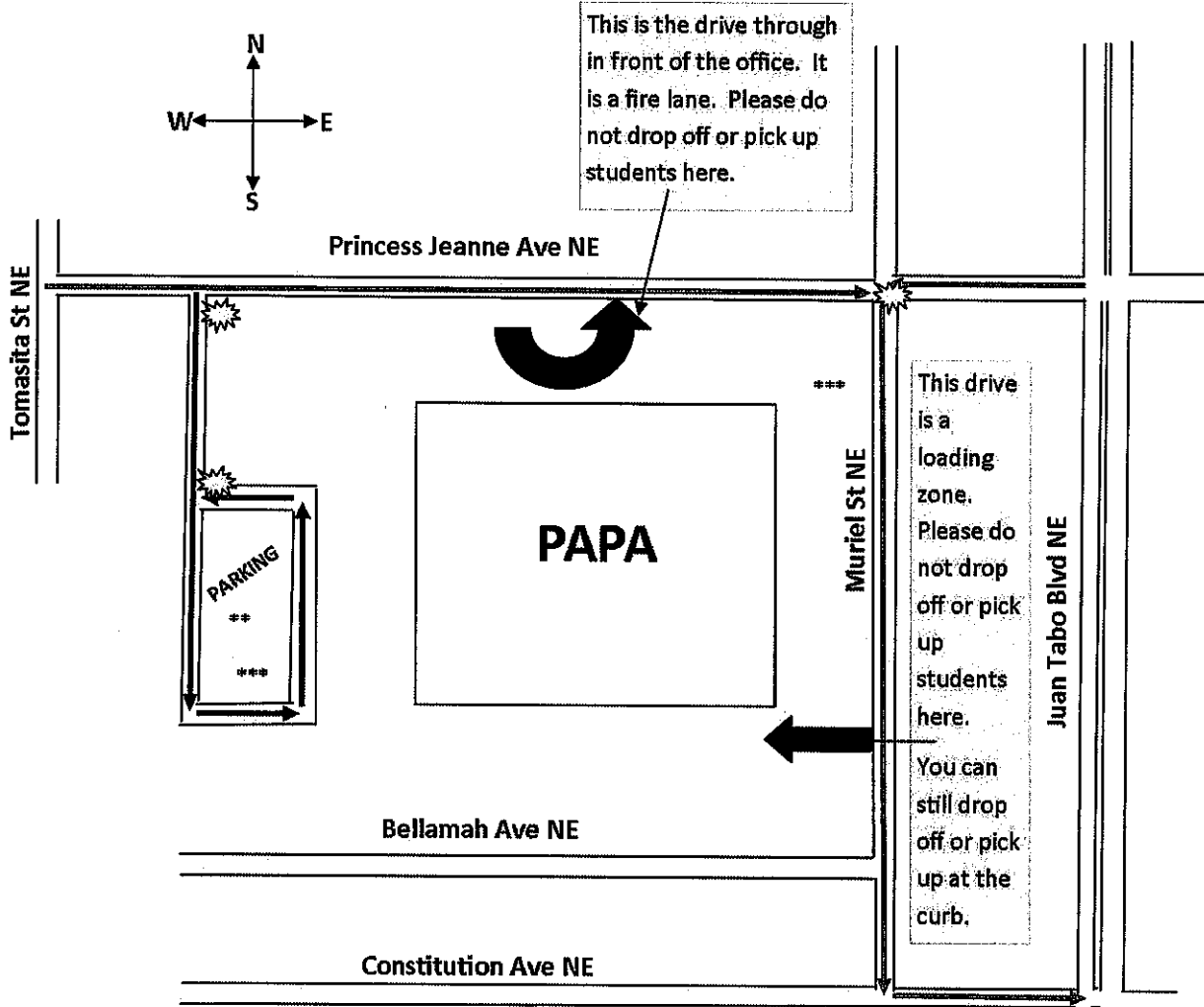
May 2021						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6		8
9	10	11	12			15
16				20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Total: 168

- Registration
- School Closed/Holidays
- Teacher In-Service Day (no school students)
- New Student Jump Start 8/10 & Orientation 20-21 4/5
- First and Last Day of School 8/11 & 5/13
- Dance Tech/Registration/Student Support
- 1/2 Day Graduation 5/7 & 1/2 last day
- Weather Make-up Days if Necessary

**PUBLIC ACADEMY FOR PERFORMING ARTS
DROP-OFF AND PICK-UP OPTIONS**



Drop-off and Pick-up Options:

- ➔ Enter the West lot from Princess Jeanne and follow the loop. This will probably be the most congested as traffic can enter from East or West.
- ➔ From Juan Tabo, take Princess Jeanne West to Muriel South. Drop off students anywhere along Muriel, and take Constitution back to Juan Tabo.
- ➔ From Tomasita, take Princess Jeanne East. Drop off students anywhere along Princess Jeanne, and continue East.

CAUTION!! Bottleneck areas!

PLEASE NOTE: THERE ARE NO CROSSING GUARDS. PLEASE ACT WITH COURTESY, AND DO NOT SPEED. OUR STUDENTS' SAFETY IS THE #1 PRIORITY!

****PARENTS AND STUDENTS PARK IN THE WEST LOT.**

*****SENIORS MAY USE WEST AND EAST LOT.**

PHYSICAL PRESENCE

CLASS BELL SCHEDULE

PERIOD	TIME
First Bell	7:55
1	8:00-8:54
2	8:58-9:58 (+Announcements)
3	10:02-10:56
4	11:00-11:54
HS 5	11:58-12:52
MS LUNCH	11:54-12:24 (Closed Campus)
MS 5	12:28-1:22
HS LUNCH	12:52-1:22 (Closed Campus)
6	1:26-2:20
7	2:24-3:18
8 (Only students with class/school business may be present)	3:22-4:16

SCHOOL CLOSING

Local radio and television stations post APS delays and school closings. PAPA will follow APS' lead with school closings. PAPA will close if all of APS delays (district-wide). Keep in mind that PAPA is not included in East Mountain Schools. Any days needed to be made up will be added at the end of the school year. If a student lives within the boundaries of another district, parents have the discretion to follow that district's weather-related schedule changes. Parents need to call the attendance line (830-3128 ext. 5) to report a weather-related absence by 9:00a.m., and the student must make up all work missed.

PARENT OFFICE ASSISTANCE

PAPA's office is open for assistance from 7:30a.m. – 4:30p.m. Please call the office at 505-830-3128 to set up conferences, report student absences, etc. The registrar is available 8:00-3:00p.m. to provide official records assistance. If you need to reach your child during school hours, office staff will be happy to relay messages or hold items in the front office for student pick-up. Please note that students are not allowed to use their phones during class time for personal business, including phone calls/text from parents. If you have an urgent situation that requires you to contact your child, please call the office.

NOTICE OF NON-DISCRIMINATION

The Public Academy for Performing Arts does not discriminate on the basis of race, religion, gender, age, national origin, sexual orientation, gender identity or disability in any of its educational programs, school-sponsored activities or employment practices. Inquiries regarding compliance with Title VI of the Civil Rights Acts of 1964, Title IX of the Educational Amendments of 1972, or Section 501 of the Rehabilitation Act of 1973 may be directed to the office of the executive director.

SCHOOL HOURS

School is in session from 7:55a.m. until 3:18p.m with a 4:16p.m. release for late classes. Faculty members are on campus from 7:45a.m. until 3:18p.m. There is no supervision before or after those times. The administration office is open 7:30a.m. - 4:30p.m. The building will be locked up at 4:30p.m. Please do not leave your child on campus unattended. APD or APS Police will be called to take care of students left unattended after school hours. The Jeanne Bellamah Community Center

(11516 Summer Ave NE, Albuquerque, NM 87112; (505) 767-5910) provides an after-school program until 6 p.m. and partners with PAPA to provide transportation (determined by need) to the Center. Parents should call the center directly to register their child.

REGISTRATION

Pre-registration for current PAPA students is held each spring for the following school year. High school credits are analyzed and Individual Learning Plans (middle school students) and Next Step Plans (high school students) are created and updated by each student. Students also receive academic, career, and college advisement and request elective courses for the following year. Parent involvement in this process is crucial for student success. Parents have an opportunity to attend meetings at certain grade levels, meet during parent/teacher conferences, and review/approve their child's registration.

Potential students who did not go through the lottery process may be added to the waiting list if they are a student in good standing at their current school and provide a current transcript/attendance record.

Siblings of current PAPA students and children of staff are given admission preference. Siblings and children of staff must still go through the lottery process. They will be awarded a position based on availability and placement in the lottery drawing. However, if the current PAPA student withdraws prior to the 40th day of the school year, the sibling(s) also lose their position.

Students entering high school after being home schooled will receive credit for courses earned under an accredited, home school correspondence course approved by New Mexico Public Education Department (NMPED). A verifiable transcript from the organization is required.

PAPA will not admit a student who has been expelled from another school. PAPA will not admit students who do not provide required documentation including shot records or medical exemption and a verified birth certificate.

WITHDRAWAL

Withdrawal of a student from PAPA will be handled through the registrar's office. Parents are requested to call the registrar's office a week in advance of withdrawal. School records will be provided after the withdrawing student returns all books and school property, pays fines/fees, cleans out his/her locker and obtains current grades from all teachers.

SCHEDULES AND FEES

Students will have an opportunity to pick up schedules and make any necessary changes before the school year begins. Once the schedule is set, student class/activity fees will be assessed and paid. Any further schedule changes will occur only through the approval of the executive director. Fees will not be reimbursed if a schedule is changed, but may be assessed if a class is added.

STUDENT PARKING, CLOSED CAMPUS, NO FOOD DELIVERY

Students must obtain a parking pass at the beginning of each year through the school office in order to park on campus. Once a student arrives at school, he/she may not leave without school permission until the end of the school day. Permission must be obtained through the school office by parent check-out, a verifiable parent note, or a parent phone call to school personnel if the student needs to leave during the school day. This includes students on class rosters for 8th period classes. Students who drive are not permitted to access their vehicle during the school day without permission from staff. The only exception is lunch. PAPA is a closed campus. Students are not allowed to

check themselves out for lunch. If a parent wants a student to leave during lunch, he/she has to come to the office and sign the student out. The age of 18 has no bearing on the closed campus rule. Ordering food from off-campus delivery services and receiving food deliveries during the day is not permitted.

VISITORS

Parents are welcome and encouraged to visit the school. Please make appointments with teachers. Parents must check in at the office before visiting any other part of the campus. We generally do not allow friends and other relatives to visit as this is an educational disruption. There are certain times during the year that PAPA hosts Open House where families and potential students may visit the school. A Non-PAPA Student Guest Form must be completed, verified, and approved in order for an out of school guest to attend any high school dances. The guest must be a current high school student in good standing. All exceptions must be approved by and arranged through the executive director. Compliance with school rules and respectful behavior of visitors is required at all times. Any visitor who does not comply may be banned from the school campus and all performances/activities for a timeframe determined by Governing Council policy.

ATTENDANCE

PAPA is a school of choice where attendance is critical in order for a student to be successful. Therefore, when the choice is made to attend PAPA, the choice is made to follow the New Mexico Compulsory School Attendance Law requiring that all students be in attendance while school is in session. School begins at 7:55a.m. Traffic is not generally an excusable reason for tardiness. As a "commuter school" parents and students need to adjust their time for travel if there is difficulty arriving by the start time. Illness involves fever, diarrhea, vomiting, etc. are reasons to miss school. If your child is not experiencing this type of issue, there is no reason to claim an illness.

Parents can monitor student attendance through the PowerSchool system. Parents and students will receive a PowerSchool user name and password during registration.

In the event of a necessary absence, parents are required to call the school and leave a message on the attendance line by 8:00a.m. **(505) 830-3128, ext. 5** or e-mail the attendance account at **attendance@paparts.org**. If it is not possible to give prior notice by phone or e-mail, the parent/guardian must provide the school office with a written explanation of the absence upon the student's return to school. If this does not occur, the absence will be considered unexcused. A doctor/dentist note or court document must be provided to the school attendance clerk as soon as the student returns in order to excuse such absences. Excused absences include doctor/dentist appointments, court appearance, religious reasons, illness, family emergency, and bereavement. Excessive absence (particularly for parent call-ins for illness without medical documentation) may require the approval of the executive director to excuse future absences. Vacations are not considered excused absences.

School-sponsored activities are considered excused, and no parent phone call is necessary. Participation in some school-sponsored extra-curricular activities require a behavior, attendance, and/or grade check showing the student is in good standing.

All absences are closely monitored at PAPA. An attempt will be made to investigate unexplained absences. However, attendance is the responsibility of parents and students. Providing documentation to excuse absences is the responsibility of parents and students. All documentation must be provided within 3 days of the absence. Excessive, unexcused absences may be reported to the appropriate state agencies for possible parent prosecution.

COMPULSORY ATTENDANCE PROCEDURES

The Attendance Success Act allows students to miss a total of 10 days in total. All absences, excused, or unexcused will be counted in this total per the regulation of the law.

Chronically Absent Students are defined as students that miss 10% or more of classes or school instructional time for any reason. Absences will be marked in this way; missing 50% of class will count as a full class absence, missing 50% of the day will be marked as a full day absence. A student shall not be absent from school for interscholastic extracurricular activities for more than 15 days per semester.

Three unexcused absences: When a child has accumulated three unexcused absences, contact will be made with the family to address the concern.

Five unexcused absences: When a child has accumulated five unexcused absences, school personnel will arrange a meeting at the school with the parent or legal guardian to discuss the unexcused absences. A plan to improve attendance will be developed and implemented.

Seven unexcused absences: When a child has accumulated seven unexcused absences, school personnel will arrange a second meeting at the school with the parent or legal guardian to review the attendance plan and discuss the impact of truancy on the future of the child. At this time, the child may enter into an attendance contract requiring him or her to attend school regularly or other consequences may be applied (i.e., removal from PAPA to attend the child's home school in the case of transportation issues).

Ten unexcused absences: If a student has accumulated an equivalent of ten or more unexcused absences within a school year, the parent shall be given written notice by personal service or certified mail that the student is habitually truant and is not in compliance with the Compulsory Attendance School Law. At that time, the student shall be reported to the probation services office of the judicial district where the student resides for an investigation as to whether the student shall be considered to be a neglected child or a child in a family in need of services because of habitual truancy.

If a student is having an issue with attendance AND behavior, the process may be accelerated to involve a strict contract that will result in punitive consequences with possible long-term suspension or expulsion.

Non-compliance with the Compulsory School Attendance Law may result in up to \$500 in fines and/or a prison term up to six months for the parent. Students may lose driving privileges or delay the acquisition of a driver's license. Excessive absences may result in loss of high school credit due to insufficient, required class time.

GRADES CONNECTED TO ATTENDANCE

In order to gain the full benefit of instruction, students must participate in class. Therefore, students will be given a weekly participation grade in all core classes (math, English, science, social studies). Students who are in class and fully participate will earn all of the possible points for that week. For each unexcused absence, students will lose points. The participation grade is worth 10% of a student's course grade each quarter. Performing arts classes currently have participation grades that may exceed 10%.

NON-PAPA PERFORMING ARTS-RELATED ABSENCES AND OTHER EXTRA-CURRICULAR ACTIVITIES

Extra-curricular student activities not connected with the school have to receive approval from administration (executive director and assistant director) prior to the absence (i.e., sports, cheer, dance competitions, theater, dance, musical performances, etc.) at least one week prior to the absence. Appropriate documentation for the event along with the **absence request form** is available on the school website or in the office. Students must submit the form and supporting documents at the time the request is made. Supporting documents include verification of the event listing the student's name and the days absent and/or game schedule. The student must also provide the name and contact information of his/her director, dance studio, agent, coach, or manager. Out of town events may require further documentation.

Extra-curricular absences are a privilege and are subject to administrative approval. ~~not unlimited in the amount of absences that will be excused.~~ The administration may limit approval of out-of-school extra-curricular absences for the following reasons: poor school attendance, poor academic performance or grades, not following the process for approval, and behavioral issues. If a student chooses to be absent without approval, the absence will be considered unexcused and will be treated as any other according to the New Mexico Compulsory School Attendance Law, '22-12-9 NMSA 1978'.

Students who miss school for non-PAPA extra-curricular activity must make up all missed assignments following the 1 day for each day absent rule stated below.

ABSENCES FROM PERFORMING ARTS CLASSES

Since PAPA is a performing arts school, attendance is critical in all performing arts classes, particularly prior to a performance. Absences affect the entire class. Students may not miss a performing arts class within two weeks of a performance unless there is a verifiable medical or other emergency excuse (verification in the form of a medical note/court order, etc.). If a student misses class/rehearsal within 2 weeks of a performance, consequences may include a failing grade and/or removal from the performance. Excessive unexcused absences (3 or more in any quarter) may result in removal from the performance and a failing grade. Students are required to attend school the day of the show and all dress/tech rehearsals in order to perform. Students who do not attend school the day after a performance will receive an unexcused absence. PAPA's goal is to have students work toward the standards of professional artists.

MAKE-UP WORK/CREDIT DUE TO ABSENCES

Generally, students have 1 day for each excused day absent in order to make up missed assignments. Make-up work is work assigned when a student is absent. If an assignment is due the day a student is absent, the assignment is due the day he/she returns. It is the responsibility of students to request make-up work. ~~For planned absences, students should contact the teacher to collect work prior to the absence. If an absence is unexcused, the student has no right to receive credit for make-up work. A teacher may require the student to make up the work, so the student doesn't fall behind in skills, but is not required to give the student a grade.~~ Make-up work for unexcused absences, including suspension, is at the discretion of the teacher.

Excessive absences of 10 or more may result in a loss of credit for high school students. Loss of credit may require students to repeat a course at the expense of parents and/or delay graduation.

ACADEMICS

Students will be successful at PAPA when they engage in the academic environment, complete homework, and study after school. They must come to school prepared (homework finished, materials ready, well-rested and fed). This commitment must be encouraged and monitored by parents. We ask that parents be pro-active in communicating with teachers, checking grades, and taking a daily interest in their child's homework and class work. Parents should expect homework daily. If this does not occur, parents are encouraged to contact teachers and find out why.

FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA)

Educational records of current and past students will only be released as governed by FERPA. This Federal law provides parents of students under age 18 and students 18 and older with the right to inspect and review education records. Students 18 or older may choose not to allow parents access to their school records.

ACADEMIC SUCCESS

Students must earn a 60% or higher semester grade in a class in order to "pass". PAPA may require a middle school student to repeat a grade or class if he/she fails all or most academic subject area classes. Students may also be required to take Targeted Assistance, participate in academic tutoring or take a study hall class in lieu of arts electives if he/she is performing below academic standards. Remediation for middle school takes place during the school year. Math skills are remediated during Targeted Assistance. In the event a student would benefit from additional time during the summer for skill development in any middle school class, summer coursework may be required at parental expense.

Lack of homework completion will negatively affect grades, knowledge, and skills. Students who are failing courses due to incomplete coursework may be assigned to receive student support during lunch. Once the work is caught up and/or the student has a verified passing grade, he/she will be excused from detention.

One-half credit is awarded at the high school level for each semester grade of 60% or higher. High school students will be classified based on the number of credits earned and are required to make up graduation required courses at a cost to the student (if necessary). High school students are classified accordingly by credits earned: Freshman 0-5; Sophomore 6-12; Junior 13-18; Senior 19 and above. When a student earns the credits needed for graduation, he/she will graduate. Students will not participate in the graduation ceremony unless all credits have been earned and verified.

Students are not encouraged to graduate early. Instead they are encouraged to take challenging dual enrollment, AP, or honors classes. An early graduation program must be arranged through the school academic transition specialist and approved by the executive director and the student's parents.

COURSE OFFERINGS

All academic courses at PAPA are geared toward college preparation. The benefits of PAPA's performing arts focus include the cultivation of a love of the arts, development of skills and talents, improved academic achievement, positive social and emotional development, enhanced civic engagement, and the provision of equitable opportunity for all students. PAPA offers courses in traditional and advanced academics, multiple foreign language, Advanced Placement and Honors English, and numerous arts options, each at different skill levels. In addition, PAPA also offers dual enrollment with CNM or UNM which has opened a whole new set of academic and performing arts opportunities. Support courses offered at PAPA include those in reading, math, tutorial, and assigned

study halls. Courses for students are created and selected based on graduation requirements, skill levels, interests, academic plans, and school vision/mission.

Credits earned toward graduation are analyzed yearly during pre-registration through the Next Step Plan. A Notice of Failure is sent home to parents at the end of the semester if a student fails a required course. Students who fail a required course are required to make up the credit through on-line, night school, or summer school courses at the students' expense. Repeating the same course at PAPA is not always possible. If a student's parents have made arrangements to pay a credit recovery course fee through PAPA, the fee must be paid in full before course registration occurs.

March 31st is the deadline to enroll for all on-line courses during the corresponding school year. Seniors have until May 1st to complete any on-line or off campus credit recovery if they plan to participate in the graduation ceremonies.

GRADING

PAPA is set up on a quarterly, 2-semester grading system. Students receive a report card at the end of each 9-week period (quarter). Two quarter period grades and a final exam grade make up a semester grade in the following manner:

Semester 1 - 40% = 1st Quarter Grade; 40% = 2nd Quarter Grade; and 20% = semester final exam/EOC
Semester 2 - 40% = 3rd Quarter Grade; 40% = 4th Quarter Grade; and 20% = year-long final exam/EOC

Progress reports will be sent home with students during the middle of each 9-week period (quarter). Parents are encouraged to check grades through PowerSchool at least weekly during the school year. PowerSchool reflects the most current grades in each class. Double-click on the course grade for assignment details. PowerSchool log-in information will be provided to parents during fall registration and by request from the registrar.

The following Grade Point Average (GPA) scale will be used:

LETTER GRADE	PERCENT RANGE	GRADE POINTS
A	100 – 90	4.00
B	89 – 80	3.00
C	79 – 70	2.00
D	69 – 60	1.00
F	< 60	0.00

Advanced Placement (AP) and Honors courses (including AP Calculus) earn an additional 1 point weighting toward GPA (5 point scale). Any college class taken in Math, English, Science, or Social Studies will earn an additional 1 point weighting toward GPA (5 point scale). Financial Literacy will also only be weighted with an additional 1 point if it is taken as a math credit and will not be awarded a point if it is taken for elective credit. Other dual credit courses will not receive weighting. Dual enrollment grades are included in students' transcripts and calculated in GPA's. For courses taken at UNM, dual enrollment grades are provided to PAPA through an official transcript request arranged by the student. It is the student's responsibility to ensure the grades are provided to PAPA through an official transcript request if the dual credit school does not provide one.

An "incomplete" grade must be converted to a grade within 30 school days following the grade report. If the grade is not converted, it will automatically become an "F" and will count toward GPA.

Dropping a course after the semester has begun must be approved by the executive director. If a high school course is dropped after the first 2 weeks of a semester, a grade of WF (Withdraw Fail) will be assigned. The WF will remain on the transcript and count toward the student's GPA until the course is replaced with another approved course in the same content area of the dropped course. If a student is removed from a course for discipline reasons, the student may earn an "F" in the course. The "F" will not be removed at the end of the semester.

Students who transfer to PAPA from another school shall receive the grades assigned by the previous school as reflected on the official transcript. Any grades that are awarded a weighting at the previous school will be assigned the same weighting at PAPA. The same rule applies to home school grades awarded by accredited home school correspondence courses.

If a student transfers into PAPA during the middle of a grading period, the withdrawal grade from the student's previous school will be averaged with PAPA's grade on a weighted basis based on length of time in class. For example, there are 9 weeks in a grading quarter. If a student transfers into PAPA after the third week of the grading period with a grade of 62%, one-third of the student's quarter grade will be a 62% and the other two-thirds will be from the grade earned at PAPA.

A student who repeats a specific course will receive the higher of the two grades. Both course titles and grades will be recorded on the transcript but the higher grade will be used in calculating Grade Point Average (GPA). The lower grade will remain with a line drawn through it, the credit designation removed, and the word "REPEAT" inserted in its place. Credit for both classes will not be allowed. Generally, progression in the arts curriculum is not considered a repeat of a course of study.

GRADUATION REQUIREMENTS FOR HIGH SCHOOL

High School credit requirements for graduation are determined by the New Mexico Public Education Department (NMPED) and the PAPA Governing Council. Students must meet the course requirements described below and pass state required assessments in Reading, Writing, Math, Science and Social Studies to receive a diploma.

GRADUATION REQUIREMENTS
24.5 units to include: <ul style="list-style-type: none">· 4 units English· 4 units math (one unit = or > than algebra 2)· 3 units science (2 w/lab)· 3.5 units social science, including United States history and geography, world history and geography and government and economics, and 0.5 unit New Mexico history· 0.5 unit health· 1 unit physical education· 1 unit career cluster, workplace readiness or language other than English· 7.5 units electives <p><i>One of the above units must be honors, Advanced Placement, dual credit, or distance learning.</i></p> <p>For a New Mexico Diploma of Excellence, students must meet the proficiency cut scores in designated reading, writing, math, science, and history exams determined by the New Mexico Public Education Department (NMPED).</p>

REQUIRED ASSESSMENTS

Frequent assessments are required to gauge student progress in class. Worksheets, written assignments, presentations, projects, quizzes and tests are used as assessments in any given class. Students must prepare for these assessments by keeping up with course content and practicing skills. If a student has trouble understanding, he/she needs to seek assistance from the teacher.

At the end of each semester, all students will take a comprehensive final exam worth 20% of the semester grade. The fall semester exam will include material learned over the course of the first semester. The spring semester exam will include material learned over the course of the entire year. ~~NMPED requires an End of Course (EOC) exam. The EOC is created by the NMPED and its contents are not disclosed to the teacher. The course teacher may choose to use the EOC for the final exam score or create an additional one. The EOC or final exam is worth 20% of the semester grade. Each semester grade is calculated as follows:~~

~~Semester 1 - 40% = 1st Quarter Grade; 40% = 2nd Quarter Grade; and 20% = semester final exam/EOC
Semester 2 - 40% = 3rd Quarter Grade; 40% = 4th Quarter Grade; and 20% = year-long final exam/EOC~~

PAPA students follow Federal, State, and NMPED assessment requirements and do not allow students to opt out of testing. NMPED required assessments include, but are not limited to End of Course Exams (EOC), NM-ASR (Science), NM-MSSA (middle school ELA and Math), PSAT, and SAT. Proficiency on PSAT, SAT and EOC's, in addition to other assessments determined by PED are required for graduation. NMPED sets passing cut scores for all assessments used to satisfy graduation requirements including the PSAT, SAT, and EOC's each year. If a student does not reach proficiency levels after exhausting all testing attempts, the student can demonstrate proficiency through an Alternative Demonstration of Competency (ADC). More detailed information will be provided during registration meetings and during student academic advisement.

PAPA students may participate in the ASPIRE/PLAN and will participate in the PSAT in grades 9 and 10 to gauge skills in preparation for the ACT and SAT. The ACT and/or SAT are highly recommended assessments (paid for by the student) for use in college entrance requirements and scholarship acquisition. Students are required to take the SAT during their 11th grade year. It is highly recommended that students take the ACT once or twice during the spring/summer of their junior year. Students may also be encouraged to take the test again during the fall semester of the senior year. There are limited fee waivers for students who receive free or reduced lunch. Students are encouraged to research colleges to determine requirements for admission.

Up-to-date, detailed information about testing requirements is available on the NMPED website at <http://ped.state.nm.us>. More information can also be obtained through the school academic transition specialist.

DUAL CREDIT ENROLLMENT

PAPA supports the opportunity for student participation in the high school dual credit program as a transition for success in college, for use with students who need accelerated core classes, to meet the individual interests of PAPA students, and/or to satisfy the honors course requirement for graduation. Courses must be approved through the academic transition specialist. PAPA currently has an agreement with UNM and CNM to offer courses hosted by PAPA, on-line and at the college. There is no cost to students for courses hosted at PAPA and taught by PAPA teachers. Depending on available budget, there is no cost to students associated with taking one to two dual credit courses per semester on-line or at CNM/UNM campus. Additional on-line or on college campus courses can be taken in the same semester with administrative approval only. However, the cost of the book and

fees for each additional course is the responsibility of the student or parent.

Course eligibility guidelines and processes may change as changes occur at the state or institution level. PAPA's general participation requirements include:

- Open to sophomores, juniors and seniors.
- Must take (and pass with a B or higher) Financial Literacy or First Year Experience before taking another course.
- Meet course prerequisites for each course.
- Have a 95% attendance rate over the past 2 grading periods.
- Have 3.0 or higher GPA over the past 2 grading periods.
- Have no credit recovery needs.

Students who are enrolled in on-line dual credit courses are required to submit weekly grade checks to their host teacher and the Academic Transition Specialist. Students who fail to submit grades as required may be denied the permission to take future dual credit courses. The grade earned in a dual credit course is reflected on the permanent college transcript and PAPA's transcript. A typical 3-credit college course is worth 1 credit at PAPA. It is the responsibility of the student to have an official transcript sent to PAPA from the institution. Students who fail a course must reimburse PAPA for the cost any book/fees incurred and must retake the same course, earning a passing grade before taking a different course. Dual enrollment courses in the core areas may count as a graduation requirement as long as the course content is aligned to the NMPED requirements. Otherwise, the course counts as an elective. If the dual credit student withdraws from any course while failing, the student must reimburse PAPA for the books and fees.

Enrollment and additional dual credit eligibility guidelines and processes are facilitated through the academic transition specialist.

CREDIT RECOVERY OR ADVANCEMENT

Students/parents are responsible for any cost involved in credit recovery or advancement.

If a required course is failed at PAPA, the student is responsible for credit recovery by repeating an equivalent course with a passing grade. The course may have to be repeated in summer school, on-line through a state-approved program, or through another school. Students may not opt to take a course on-line during the semester if the same course is offered at PAPA, unless there are extenuating circumstances and with the approval of administration.

As stated above, remediation for middle school takes place during the school year. If a middle school student would benefit from summer skill development in any middle school class, summer coursework may be required at parental expense.

Students can also take courses outside of PAPA to advance in credits or to enrich their coursework. All arrangements for credit recovery or advancement are facilitated by the academic transition specialist.

EXTRA-CURRICULAR ELIGIBILITY

Students attending PAPA have the opportunity to participate in both intra- and extra-curricular activities. Intra-curricular activities are those required as part of the requirements of a course, i.e. participation in the dance or band concert. PAPA teachers will inform parents of intra-curricular requirements. Extra-curricular are not required as part of the program, but are designed to enhance a

specific course, i.e. field trips to the legislature. Students must meet the following requirements in order to participate in extra-curricular activities:

- Be enrolled in at least 4 classes,
- Earn a 2.0 GPA on the last report card,
- Earned no F's on the last report card, and
- Maintain excellent attendance (95% or higher).

Please note that sponsors of an extra- or intra-curricular activity have the discretion to adjust eligibility prerequisites by adding to the above requirements including the use of current grade checks.

SCHOOL-WIDE STUDENT ORGANIZATIONS

PAPA has a number of student organization and clubs including Student Council, National Honor Society, National Junior Honor Society, Chess Club, Poetry Club, Gender Sexuality Alliance, Sci Girls (pending funding), and Femme Art Code (pending funding). PAPA has an active Student Council. The focus is community service, promotion of school spirit, facilitation of activities and fundraising for activities. Membership begins with officer elections at the end of the year for each organization. At the beginning of the following year, grade levels elect student representatives for Council meeting membership. All students are encouraged to volunteer and participate in any of the Student Council activities. A description of National Honor Society and National Junior Honor Society is below.

SENIOR SHOWCASE

Senior Showcase provides an opportunity for seniors to highlight one chosen art form they have developed throughout high school. Students must complete the process and perform their piece if they plan to participate in the graduation ceremony. The preparation process starts with the Senior Showcase Guidelines presented at the beginning of the year. Each senior will be enrolled in a independent study Senior Showcase course in the student's chosen art form counting for a .5 elective credit earning a pass or fail grade. Seniors meet with their mentor and an Arts Panel to prepare for their performance during in-service days. The independent study Senior Showcase course teacher will serve as Showcase Mentor who facilitates and evaluates the development of the student's Showcase.

PERFORMANCE EXPECTATIONS (PERFORMERS AND AUDIENCE MEMBERS)

Student performances are connected to grades when they are considered intra-curricular. If the following performance expectations are not met, the student will not receive a passing grade for the performance.

- Arrive at or before Call Time.
- Follow check-in procedures.
- Stay in your designated area.
- Check your props or costumes before the show begins.
- Know the show order and be prepared for cues and entrances.
- Stay calm, safe and injury free while waiting backstage (ie. stay warm, don't distract others, no horseplay, clean up after yourself).
- Be supportive of fellow performers and crew members through encouraging words and assistance if needed.
- Speak softly in all backstage areas.
- Bring something to do quietly during any downtime during tech and before/during the show.
- Be respectful of the way others get ready for a show, and give fellow performers space or quiet if needed. Do not touch or move another performer's equipment, props, costumes, etc.
- Help clean up after the show.

- Arrange transportation ahead of time, so transportation arrives 10 minutes before the show is expected to end or at a time determined by the teacher.
- Stay until dismissed by the teacher or designee.
- Take all "stuff" with you when you leave (ie. costume, instrument, food) unless otherwise directed by the teacher.
- Always be respectful of the venue staff and thank them when leaving.

PAPA also holds audience members to a level of appropriate behavior conducive to the respect and support of all performers and enjoyment of the show by all. Audience members who fail to meet the following standards, may be banned from future performances.

- Arrive before the performance starts. The doors may be locked to late arrivers.
- Photographing/filming a performance is prohibited.
- Silence and put away cell phones or other electronic devices.
- Stay silent during the performance unless participation is requested as part of an interactive show.
- Use good posture. Blocking the view of others by slumping to the side, putting feet on chairs, standing, laying across chairs, etc. disrespects the ability of others to enjoy the show.
- Remove crying babies from the auditorium.
- Follow all show guidelines stated before the performance begins or written on the program.
- Clean up and properly dispose of trash.
- Stay seated.
- Applause is wonderful! Calling out to the stage is distracting and unsupportive of all performers.

ACADEMIC RECOGNITION AND NATIONAL HONOR SOCIETY AND NATIONAL JUNIOR HONOR SOCIETY

At the end of each grading period, students will be recognized for achieving academic excellence through a celebration for students earning all "A's" and "A/B's". Students in Grades 10-12 with a 95% attendance rate or higher and a cumulative GPA of 3.5 or higher will be invited to apply for membership in the PAPA Chapter of National Honor Society (NHS). Students in Grades 7-9 with a 95% attendance rate or higher and a cumulative GPA of 3.5 will be invited to apply for membership in National Junior Honor Society. Academic excellence will also be recognized at the End of Year Awards Ceremony.

END OF YEAR AWARDS

At the end of the year, there will be an awards ceremony honoring students with the following awards/distinctions:

- Academic Letters (MS students earn an Academic Panda) – Any student that earns the Honor Roll during the 1st quarter, 2nd quarter, 3rd quarter, and 4th quarter progress report (4.5 weeks into the 4th quarter).
- Number 1 Awards – The Freshman, Sophomore, and Junior with the highest cumulative GPA in their respective classes.

Nominated Awards:

- Performing Arts Letter – Any student in grades 6-12 can earn this award in each of the performing arts classes based on the following criteria:
 - Earn an overall GPA of 2.5 or higher for the year,
 - Earn an A or B all year in the performing arts class,
 - Have a 95% attendance rate all year (not including absences excused by the school),

- Have no more than 5% unexcused tardies throughout the year in the art for which the student is nominated
- Participate in all performances or activities, and
- Receive a teacher recommendation based on the student's desire to learn:
 - arrive on time, prepared for class,
 - taking direction with grace,
 - readiness to try anything,
 - exhibiting a positive attitude,
 - work ethic,
 - cooperation, and
 - support of others
- Dayana Diaz Community Service Award – In addition to serving as a student ambassador in at least one PAPA event during the school year, the recipient of this award must be a student in good academic and behavioral standing (academic standing based on New Mexico Activity Association guidelines and behavioral standing with no discipline referrals during the current year). It will be presented to a student or students who consistently demonstrate qualities of compassion for school peers and members of the greater community. The recipient(s) must have provided unpaid service during the current school year for at least (2) two organizations not affiliated with the school. Community service is not limited to performing arts, although it is highly encouraged. Award recipient(s) must also attend at least one community-based workshop, conference or event promoting social justice, diversity, safety, non-violence, or healthy habits. Staff, students, or community members can nominate students for this award. A nomination form is available in the office. A committee assigned by administration will determine the award recipients.
- Artistic Distinction – This will be awarded to seniors in each of the six arts departments: Visual Arts, Film, Theater, Dance, Choir, and Music. The Artistic Distinction award is nominated by teachers and the winner(s) selected collectively by the performing arts teachers in each department. This is the highest honor awarded to a PAPA performing artist.

There may be other special awards presented for improvement, attendance, leadership, etc.

HONOR GRADUATES

Seniors who have earned a 3.5 or higher cumulative GPA will be given the distinction of being an Academic Honor Graduate.

Seniors who have participated in performing arts courses each semester of high school, participated in at least two (2) different advanced performing arts courses, and completed all Senior Showcase requirements by the deadlines are given the distinction of being a Fine Arts Honor Graduate.

Valedictorian and Salutatorian honors are earned through the final cumulative GPA. The senior with the highest final cumulative (all semesters of high school) GPA will be named Valedictorian. Second in the GPA ranking will earn Salutatorian honors. There will be no ties unless the cumulative GPA's are exactly the same. Other requirements to earn Valedictorian/Salutatorian honors include:

- Length of enrollment at PAPA - Students who have attended PAPA for 5 semesters or more of high school are eligible for Valedictorian/Salutatorian honors.
- The candidate must have participated in a performing arts course every semester while attending PAPA.

SUPPORT

PARENT INVOLVEMENT

Parents are encouraged to be involved with their child's education through communication with school personnel and close attention to the school website, PowerSchool and daily e-mailed morning announcements. Parents can also volunteer to help in the school if they are willing to get fingerprinted and have a background check (the form is on the school website). Parent volunteers may help serve lunch, volunteer time for special events, work with student activities after school, assist with concerts, work in classrooms, etc. The PAPA PTSO, SAC/SHAC (see below), and Equity Council also provide an excellent avenue for involvement and support.

SCHOOL ADVISORY COUNCIL (SAC) / SCHOOL HEALTH ADVISORY COUNCIL (SHAC)

PAPA's SAC/SHAC is made up of staff members, representatives of the High School Student Council, parents, and community members. The main goal of this committee is to make joint recommendations to the PAPA Governing Council in the area of policy. It is also used to provide input on programs, policies, procedures, health, and safety to the PAPA Administration. Contact the executive director if you would like to volunteer for these committees.

INDIVIDUALIZED EDUCATION PROGRAMS

PAPA shall provide a free appropriate public education for all students with disabilities. The Executive Director shall develop and implement administrative procedural directive(s) that comply with the Individuals with Disabilities Education Act, its implementing regulations, and state regulations established pursuant to 20 U.S.C. Section 1412 of the U.S. Code.

PAPA strives to individualize educational programs for all students through the Individual Learning Plan (middle school) and Next Step Plan (high school) processes. PAPA also works closely with parents to create Individualized Education Plans and necessary 504 Plans. These plans are created to meet immediate individual needs of all students with disabilities. PAPA's Fine Arts and College Preoperatory curricula will provide enriched learning opportunities in the least restrictive environment as defined by IDEA, while reflecting the future in the least restrictive environment. PAPA's rich opportunities in arts education are beneficial to all students. Accommodations and modifications for that meet the needs of individual students are provided to appropriate staff.

BREAKFAST AND LUNCH SERVICE

PAPA provides breakfast and lunch opportunities for students. All meals served follow Federal and State guidelines for nutrition and portion size. Breakfast is served in the Café beginning at 7:30am and ending promptly at 7:55am. We have separate lunch periods for middle and high school students. If a parent delivers lunch for a student, it should be taken to the office for the student to pick up. Students will not be called out of class to pick up lunches or to meet parents in the parking lot. Ordering food from off-campus delivery services and receiving food deliveries during the day is not permitted. Food deliveries are an inappropriate use of instructional time, disrupt the educational process and compete with state-mandated food service programs.

Middle school students are required to eat in the Café if they purchase a school lunch. No trays are allowed outside during middle school lunch. Students bringing lunch may choose to eat outside as long as the trash is properly disposed of. Students are not permitted to eat lunch in the hallways except in inclement weather.

All students will receive a Free and Reduced Lunch Form as part of the registration process. A determination of services eligibility will be provided to the parent once the form is processed. The forms will also be available in the school office if a family's status changes. The information provided is kept confidential.

Students who pay reduced or full price lunch must pay in advance through the website or business office (cash, check or credit card). Students are allowed to charge up to three (3) lunches. After the 3rd charge, notice will be provided to the parents of the unpaid lunches.

If a student owes money for five or more meals, the school shall:

- (1) check the state list of students categorically eligible for free meals to determine if the student is categorically eligible; if so, the school will complete the application for the student.
- (2) make at least two attempts, not including the application or instructions included in a school enrollment packet, to reach the student's parent or guardian and have the parent or guardian fill out a meal application; and
- (3) require a director, assistant principal or social worker to contact the parent or guardian to offer assistance with a meal application, determine if there are other issues within the household that have caused the child to have insufficient funds to purchase a school meal and offer any other assistance that is appropriate.

PAPA is required to provide a United States Department of Agriculture reimbursable meal to a student who requests one, unless the student's parent or guardian has specifically provided written permission to the school to withhold a meal. However, the PAPA budget for meals depends on prompt payment from parents for meals ordered. Not paying may affect the variety of lunches offered, extra-curricular activity participation, reduce the budget and cause cuts in funding to other educational programs.

SNAP AND FNS

Federal Supplemental Nutrition Assistance Program (SNAP) and Food and Nutrition Service (FNS)
USDA Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;

- (2) fax: (202) 690-7442; or
(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

MEDICAL

Shot records or a state form for exemption are required for each student. If a parent provides the exemption, this form must be updated each year to avoid student disenrollment. In the event of infectious disease outbreak, PAPA will notify the Infectious Disease Epidemiology Bureau at the New Mexico Department of Health and follow their recommendations. This may include students with vaccination exemptions being excluded from school and school activities for a period of time.

PAPA is not legally obligated to administer medication to any students. Students are not permitted to carry medicine (over the counter or prescribed) with them during school hours, on campus or school-related activities without appropriate medical authorization. Students who require over the counter medication must have doctor's authorization on file, have parent bring medication to school, and have medication dispensed in the health office by staff as needed. Medication will only be administered at school if it is necessary for a student to remain in school. If authorized, students will be allowed to medicate at school under supervision. The school must be notified in writing of the need to take medication at school using PAPA's Medical Authorization Form with the following information:

- A physician must submit, in writing, his/her recommendations. The statement must include the name of the student, the name of the drug, dosage to be administered with the precise schedule of administration, possible side effects, and period of administration time indicated.
- Parents must provide written consent for administration of the drug by school personnel including an emergency telephone number in case contact is necessary, because the student has a negative reaction to the drug.
- Medication must be brought in the original pharmacy bottle.
- Medication must be brought immediately to the administrative assistant/health assistant to be kept in a locked cabinet.
- Students with a Health Management Plan must provide a current copy to the office annually.

DRESS CODE

School is a professional setting. That being stated, PAPA's approach to student dress includes dress that promotes freedom of expression, good judgment, and respect for others. A student's appearance will be governed by standards that are compatible with decency, cleanliness, safety and the promotion of learning. Student dress that disrupts the educational process will not be allowed. Dress that is gender non-traditional (but otherwise is in line with this dress code) will be respected and permitted. Teachers/Sponsors may require participants to adhere to a predetermined dress code for events. Students may be required to wear specialized/protective clothing for certain classes that are not appropriate for other classes. Cover-ups will be required.

Unacceptable Dress:

- Half shirts (shirts which expose any portion of the midriff).
- Mesh or see through clothing, muscle shirts, shirts or tops with partial or no sides.
- Low cut blouses or shirts, including tube tops.
- Clothing, which contains symbols, pictures, and/or printing that is offensive, obscene, supports or depicts gang-related involvement, sex, drugs or alcohol.
- Skirts, shorts, and dresses should not be shorter than the end of fingertips when held to the sides of the body

- Pants must be worn at the waist or just below in an appropriate manner (no sagging, bagging, dragging or excessively low riding pants).
- Shoes, sneakers or appropriate footwear must be worn at all times (backless or high-heeled shoes are discouraged). Bedroom slippers/house shoes are not to be worn at school with the exception of spirit dress-up days. For safety reasons, teachers have the authority to require specific footwear in their classrooms. Your child may prefer to have shoes that are easy and fast to put on after dance class. Walking barefoot in the hall is a safety hazard.
- It is generally not appropriate to wear dance, theatrical or other specialized clothing or make-up that may otherwise violate the dress code principles to regular classes.
- Hats and sunglasses will be allowed, but teachers are given discretion to require their removal during class.

PAPA's administration has the authority to use discretion for any instance that the student's dress may be questionable or when violations are not specifically mentioned above. Students will be removed from class and required to obtain appropriate clothing before being readmitted. Refusal to dress appropriately will result in disciplinary action. Chronic offenses may result in severe consequences up to and including expulsion.

PERSONAL ITEMS, CELL PHONES, ELECTRONIC DEVICES

PAPA is not responsible for the security, cost of, or replacement of any lost or stolen personal items. Students should not bring items of value to school. Any electronic device will be confiscated or banned if misused. Instances of misuse by students include, but are not limited to using social media and video sharing platforms such as YouTube to post unauthorized photographs and/or films taken at PAPA or any PAPA sponsored event. PAPA staff should not see or hear electronic devices during class time. School personnel will not waste time looking for missing cell phones or other personal items. Cell phone are not to be used in the classroom or left on desks during class as they are a disruption to the educational process. They should be collected/put away in a backpack/locker at the beginning of class and not accessed until passing period. If a teacher requires students to use the phone for instructional purposes, students may do so. Failure to comply with teacher cell phone directives can result in loss of phone access during school hours and disciplinary consequences. Cell phone use during lunch is permitted so long as use follows antibullying policy and appropriate technology usage.

LOCKER USE

Students may use school lockers as long as the privilege does not result in damage to or misuse of the locker. Examples of damage are dents, permanent markings, etc. Examples of other misuse are sharing, overloading, leaving food or other trash, pranks, etc. Students will sign up for a locker each year. Students will provide their own padlock and must turn in the combination or extra key. Locker combinations should not be shared with other students as students are responsible for the content in their assigned locker. If a new lock is needed during the school year, the new combination or key must be shared with the office. Any locks put on without signing up in the office will be cut off with no reimbursement for the lock. PAPA administration reserves the right to search a student's locker with reasonable suspicion of misconduct. Students are encouraged to decorate their lockers using guidelines provided by administration. Students must empty and clean their lockers by the last day of the school year. There will be a \$25 cleaning fee added to a student's account for any locker not cleaned out.

DISCIPLINE

The staff at PAPA strives to uphold the highest levels of positive behavior. Our goal is to have all students and staff exhibit respect for each other in all aspects of the education process including behavior, dress, and communication.

Each teacher has a set of classroom rules and policies that will be reviewed at the beginning of the year with their students. When a student fails to follow the rules set forth by their teacher, it becomes a distraction to the teacher and to the class as a whole and disrupts the education process. Failure to follow classroom rules and regulations will be treated as insubordination and will result in disciplinary action.

Following are behaviors expected of students at PAPA. Students are expected to exhibit these behaviors while on campus and at all PAPA activities. Appropriate actions will be taken when students do not meet these expectations.

- Be honest.
- Keep the campus clean.
- No public displays of affection.
- Turn cell phones and personal electronic devices off, and put them away during school hours.
- Follow the dress code.
- Use appropriate language.
- Respect adults and peers.
- Respect school rules and the authority of all staff.
- Follow attendance rules, including being on time.
- Respect the property of others.
- Be safe on campus, including obeying the traffic laws, no excessive horseplay, no harassment or bullying, and no fighting.
- Support a gang-free campus with no gang dress, signs, or gang-like behavior.
- Support a drug-free campus with no drugs, alcohol, nicotine cigarettes (including e-cigarettes, vapes, juul, etc.), or paraphernalia.

A police report may be filed with local law enforcement if a student displays any of the following arrestable offenses: arson, assault, weapons possession/use, battery, threats, theft, vandalism, trespass, exploitation, interfering with the education process, and possession, use, under the influence, sale and/or distribution of controlled/illegal substances including drugs and alcohol. Arrestable offenses may also result in expulsion from PAPA.

Respectful digital citizenship must be adhered when using PAPA technological tools or any of the programs used in the completion of assignments for PAPA. Respectful digital citizenship includes recognition that all students have rights and responsibilities to uphold. These include treating others the way you want to be treated; being respectful/nice on and off-line; respecting the privacy of others; respecting other people's digital property and space; and insisting that others have the same respect. Remember, your online life is a reflection of you!

ANTI-BULLYING POLICY

Any display of bullying behavior at PAPA is strictly prohibited, and such conduct may result in disciplinary action, including suspension and/or expulsion from school. "Bullying" means any severe, pervasive or persistent act or conduct that targets a student, whether physically, electronically or verbally and that:

- (1) may be based on a student's actual or perceived race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or cognitive disability or any other distinguishing characteristic; or an association with any such person or group, and

- (2) can be reasonably predicted to place a student in reasonable fear of physical harm to a student's person or property; cause a substantial detrimental effect on a student's physical or mental health; substantially interfere with a student's academic performance or attendance; or substantially interfere with a student's ability to participate in or benefit from the services, activities or privileges provided by PAPA.

Retaliation against persons who report, or witness incidents of bullying is prohibited. Students and parents may file verbal or written reports concerning suspected bullying behavior or retaliation to school personnel and administrators. Anonymous, written reports may be made through the administrative mailboxes, provided that no formal disciplinary action shall be taken solely on the basis of an anonymous report. All reports of suspected bullying behavior or retaliation will be reviewed and/or investigated by administration or designee. If acts of bullying or retaliation are verified, prompt disciplinary action may be taken against the perpetrator through a Behavior Intervention Plan that may include conferencing, counseling, anger management training, participation in skill-building and resolution activities, removal of privileges, community service, suspension and/or expulsion. All reports and investigation records will be documented and maintained for four years. Bullying/incident report forms are located in the front office and on our website under policies & PTSO. All forms are to be turned in to any administrator.

SEARCH AND SEIZURE

A student's person or property while under the authority of PAPA and PAPA's property assigned to a student, are subject to search, and items found are subject to seizure in accordance with the law. An administrator may direct or conduct a search when he/she has a reasonable cause to believe that a search is necessary to help maintain school safety and security. Random, unannounced searches may be conducted of the campus, classrooms, lockers, and vehicles on school grounds, and backpacks using drug/weapon dogs. The following requirements govern the conduct of permissible searches by authorized persons:

- School property and student property/vehicles on campus may be searched with or without students present. When students are not present, another authorized person shall serve as a witness whenever possible. Students are to assume full responsibility for the content and the security of property assigned to them.
- Physical searches of student's person may be conducted only by an authorized person who is of the same sex as the student, and except where circumstances render it impossible may be conducted only in the presence of another person of the same sex.
- Illegal items, legal items which threaten the safety or security of others or personal/public property items, which are used to disrupt or interfere with the educational process, may be seized by authorized persons. Seized items shall be released to appropriate authorities or a student's parent or returned to the student when the administrative authority deems appropriate.
- When a search discloses illegally possessed contraband material or evidence of some other crime, the administrative authority shall have the discretion to notify a law enforcement officer.

TECHNOLOGY USE

The use of PAPA technology resources is a privilege granted to students primarily for the enhancement of the education process. Violations of this policy may result in the revocation of this privilege. Depending upon the severity of the infraction, students may also face disciplinary action up to and including expulsion, and/or criminal prosecution for misuse of this resource.

PAPA does not attempt to articulate all possible uses or violations within this document. In general, users are expected to use PAPA computers and computer networks in a responsible, polite, and respectful manner. Users are not allowed to:

- Knowingly send, receive, or display sexually oriented images, messages, or cartoons;
- Knowingly send, receive, or display communications that ridicule, disparage, or criticize a person, a group of people, or an organization based upon race, national origin, sex, sexual orientation, age, disability, religion, or political beliefs;
- Knowingly send, receive, or display communications that demean, threaten, insult, harass, or defame others;
- Knowingly send, receive, or display communications that disparage or berate Governing Council members, or students, or employees, or diminish employee productivity and/or professionalism. Nothing contained in this paragraph shall be construed to interfere with the conduct of official PAPA business;
- Violate any local, State, or Federal statute or regulation including, but not limited to copyright laws;
- Solicit, endorse, or proselytize others for commercial ventures, outside organizations, or religious, social, or political causes;
- Disrupt, disable, damage, or interfere with services, equipment, or other users;
- Access, assist, or allow others to access equipment, files, passwords, user codes, or information without authorization.

PAPA reserves the right to review, audit, intercept, access, and disclose all matters on PAPA computers, Internet access, and e-mail systems, as business conditions and/or security considerations warrant, with or without notice, during or after school hours. Technological resources are the property of PAPA. Students using this resource have no expectation of privacy in their use of PAPA technological resources such as e-mail or on the Internet.

GRIEVANCE PROCEDURE

The Public Academy for Performing Arts strives to provide students with a positive, productive, safe, healthy, orderly environment in which they can thrive in academics and the arts. To this end, issues may arise that cannot be resolved at the classroom or administrative level, resulting in the need for intervention by the PAPA Governing Council. Thus, PAPA has instituted the following chain of procedure in regard to parent grievances:

1. If there is an academic or behavioral concern involving a student in the classroom, the first step is for a parent to contact the teacher.
2. If the concern cannot be resolved with the teacher, the parent may choose to present the concern to PAPA administration – the Director of Special Services for Special Education Concerns; the Assistant Director for discipline concerns; or the Executive Director for academic and other concerns.
3. If the concern was brought to the Director of Special Services or the Assistant Director and could not be resolved, the next step is to present the concern to the Executive Director.
4. If the concern cannot be resolved with the Executive Director, the parent may choose to appeal to the Governing Council for intervention through the following:
 - a. Present a written grievance statement to the Governing Council President detailing the situation and the resolution efforts within 5 work days after meeting with the Executive Director.
 - b. The Governing Council President, via the Executive Director, shall provide the written grievance to the person(s) who is/are the subject of the grievance. The person(s) who

is/are the subject of the grievance may submit to the Governing Council President a written response to the grievance.

- c. Within 10 work days of receipt of the written concern, the voting members of the Governing Council will meet.
- d. The grievance proceeding will be held in Executive/Closed Session. At the beginning of the Executive/Closed session of the meeting the President will read the grievance and allow the parent to make a statement providing any additional information. Written response(s) from the person(s) who are the subject of the grievance will also be read and will be allowed to make a statement providing any additional information. The parent and his/her representatives along with the person(s) who are the subject of the grievance will then be excused from the meeting to allow the Governing Council to discuss the grievance.
- e. The parent and Governing Council may choose to bring legal representation to the meeting. The parent must notify the Governing Council President at least 72 hours in advance of the meeting if the parent will bring legal representation.
- f. The Governing Council's decision on the grievance will be made in open session and a written response to the grievance will be made within 5 work days of the Executive Closed Session. The Governing Council's open session action shall not be specific enough to violate the privacy of employees, students, or other protected acts.
- g. The Governing Council's response is final.

If parents need more information or have concerns in areas not covered by the content of this document, feel free don't hesitate to call or e-mail PAPA staff.

Academic Performance	
<i>(Academic Performance Indicators are being improved – Pilot Year for 2019-20 with Baseline Year in 2020-21)</i>	
Waived for 2019-20 School Year	Mission Specific Goals - Did the school meet its mission-specific indicator(s)?
Waived for 2019-20 School Year	State Accountability System - Is the school meeting acceptable standards according to New Mexico's School Reporting system?
Financial Viability and Compliance	
Meets	Enrollment: Actual Enrollment (average of 2nd & 3rd STAR Reports) divided by Enrollment Projection in Charter School Board-Approved Budget
Does not Meet	Current Ratio (Liquidity): Measures a school's ability to pay debts as they come due. Calculation – General Fund Total Expenditures, divided by 12, divided by General Fund Assigned and Unassigned Fund Balance, to determine how many months the school's fund balance would be able to support monthly operating expenses per most recent year-end audited financial statements.
Meets	Audit Findings <ul style="list-style-type: none"> Total Audit Findings: Total number of audit findings from the most recent audited Financial Statements. Repeat Audit Findings: Number of repeat audit findings from previous years from the audited Financial Statements. Classification of Audit Finding: Auditors classify audit findings, by order of severity, as compliance, significant deficiency or material weakness.
Meets	
Does not Meet	
Meets	Internal Controls – Review of internal controls including all relevant financial policies or procedures.
Meets	Compliance – Site Visit Compliance areas.
Organizational Performance	
Educational Plan	
Meets	Mission of the School - Is the school implementing the Mission of the approved charter application as defined in the Charter Contract?
Waived for 2019-20 School Year	Teaching Aligned to Mission – is the schools instructional practices aligned to the mission of the school?
Meets	Education Law Compliance - Is the school complying with applicable educational requirements?
Meets	Admissions/Lottery/Wait Lists – Is the school complying with Office of Civil Rights guidance on ensuring all students have access to apply to schools?
Meets	Discipline Policies and Practices – Is the school complying with Office of Civil Rights guidance on discipline and looking at discipline data by subgroups?
Meets	Controversial Issues – Does the school have a policy on instruction of controversial issues?
Meets	English Learners - Is the school protecting the rights of English Language Learner students?
Meets	Strategic Planning (Continuous Learning Plans)
Special Education	
Meets	Processes and Accountability
Meets	Individualized Education Program (IEP) Compliance
Meets	Transition Compliance
Meets	Evaluation Compliance
Governing Council	
Meets	Bylaws/Policies
Meets	Membership/Regular Meetings
Meets	Training – Is the Governing Council meeting training compliance?
Meets	Oversight of School Management - Is the school holding management accountable?
Employees	
Meets	Licensure - Is the school meeting teacher and other staff credentialing requirements?
Meets	Employee Rights - Is the school respecting employee rights?
Meets	Background Checks - Is the school completing required background checks?
Operations	
Meets	Facilities - Is the school complying with facilities requirements?
Meets	Safe School Plan - Is the school complying with health and safety requirements?
Meets	Transparency (Sunshine Portal, SIS, Performance Framework)

Performance Contract Goals

2020/2021

1. Public Academy of Performing Arts students will improve their knowledge and skills in performing arts courses as measured by performance rubric and content assessments.
 - a. SMART GOAL –
 - i. Students will show proficiency on indicators for their performing arts course based on pre- and post-assessments in performance (based on a rubric) and content knowledge. Note: Performance rubrics will be created in 2020-21 for each course level (beginning, intermediate, advanced).
 - b. Metric –
 - i. Meets Standards – At least 80% of students show 80% or higher in course knowledge and skill by year-end.
 - ii. Working to Meet Standards – 60 – 79% of students show 80% or higher in course knowledge and skill by year-end.
 - iii. Does Not Meet Standards – 59% or fewer students show 80% or higher in course knowledge and skill by year-end.
2. Public Academy of Performing Arts teachers will integrate arts concepts into core academic courses to increase student engagement and choice in demonstrating mastery of content
 - a. SMART GOAL –
 - i. Teachers will collaborate with performing arts teachers for integration (during in-service days) and promote student choice, in their preferred art, to demonstrate course content mastery. Teachers will incorporate those plans into classes to increase connections between core content and arts. This will increase student engagement, cross curricular understanding and increase student choice.
 - b. Metric –
 - i. Meets Standards – At least 80% or more core courses will integrate and/or collaborate with other performing arts (electives) into the course content as measured by professional development meeting summaries, observations, walk-throughs, lesson plans and performances.
 - ii. Working to Meet Standards – 60 – 79% of core courses will integrate and/or collaborate with other performing arts (electives) into the course content as measured by observations, walk-throughs, lesson plans and performances.
 - iii. Does Not Meet Standards – 59% or fewer core courses will integrate and/or collaborate with other performing arts (electives) into the course content as measured by observations, walk-throughs, lesson plans and performances.



Charter School Contract

Between The
Albuquerque Public Schools
Board of Education

And

Public Academy for Performing Arts

July 1, 2020 through June 30, 2025

Article I. Recitals.....	6
Section 1.01 Purpose.....	6
Section 1.02 Description of the Roles of the Parties.....	6
Section 1.03 Description of Protocol for Oversight.....	6
Section 1.04 History.....	76
Article II. Parties, Notice and Intent.....	7
Section 2.01 Parties.....	7
Section 2.02 Notice.....	7
Section 2.03 Creation of Essential Documents.....	87
Article III. General Governing Principles.....	8
Section 3.01 Public Charter School.....	8
Section 3.02 Term of the Charter.....	8
Section 3.03 Availability of Funds.....	8
Article IV. Oversight to Allow Autonomy.....	98
Section 4.01 Oversight allowing autonomy.....	98
Section 4.02 Charter School Rights and Obligations.....	98
(a) Curriculum, Instructional Program, Student Performance Standards.....	9
(b) Site Based Management.....	9
(c) Right to Sue.....	9
(d) Limitation on Liability.....	9
(e) Employees.....	9
(f) Waivers.....	9
(g) Policies.....	10
(h) Acquisition of Property and Gifts.....	10
Section 4.03 Authorizer Rights, Obligations, and Processes for Oversight.....	10
(a) Authorizer Criteria, Processes and Procedures.....	10
(b) Authorizer Development of Policies and Protocols.....	1140
(c) Authorizer Development of Processes for Suspension, Revocation and Nonrenewal.....	11
(d) Authorizer Development of a Performance Framework.....	11
(e) Authorizer Development of a Closure Protocol.....	1244
(f) Authorizer Obligations Relating to the Contract and Monitoring.....	1244
Section 4.04 Funding.....	14
(a) Authorizer Budget for Two Percent Administrative Fee.....	14
(b) Federal Program Funding for Charters.....	14

(c) Annual Audits	14
(d) Third Party Contracts.....	15
(e) Master Plan	15
Article V. Performance Frameworks	15
Section 5.01 Performance Framework Overview	15
(a) Optional Supplemental Indicators.....	16
Section 5.02 Annual Performance Indicators.....	16
Section 5.03 Progress on Performance Framework Indicators and Annual Performance indicators.	<u>17</u> <u>16</u>
Section 5.04 Terms Requiring Amendment.....	17
Article VI. Academic Performance Framework	17
Section 6.01 Academic Annual Performance indicators	17
Section 6.02 Disaggregation of Data	<u>18</u> <u>17</u>
Article VII. Financial Performance Framework	<u>18</u> <u>17</u>
Article VIII. Organizational Framework	18
Section 8.01 Organizational Framework, Education Program 1.a. <i>Is the school implementing the Material Terms of the Charter as defined in this section?</i>	18
(a) Material Terms of the Charter.....	18
Section 8.02 Organizational Framework, Education Program 1.b. <i>Is the school complying with applicable educational requirements?</i>	<u>22</u> <u>24</u>
Section 8.03 Operational Framework, Students and Employees, 1.c. <i>Is the School protecting the rights of all students?</i>	<u>22</u> <u>24</u>
(a) Non-discrimination.....	<u>22</u> <u>24</u>
(b) Enrollment and admission processes and procedure.....	<u>22</u> <u>22</u>
(c) Lottery.....	<u>22</u> <u>22</u>
(d) Continuing Enrollment.....	<u>23</u> <u>22</u>
(e) Suspension or Expulsion.....	<u>23</u> <u>22</u>
Section 8.04 Organizational Framework, Education Program 1.d. <i>Is the School protecting the rights of students with special needs?</i>	<u>23</u> <u>22</u>
(a) Special Populations.....	<u>23</u> <u>23</u>
(b) Enrollment of Students with Disabilities.....	<u>23</u> <u>23</u>
(c) Response to Intervention.....	<u>24</u> <u>23</u>
Section 8.05 Organizational Framework, Education Program 1.e. <i>Is the School protecting the rights of English Language Learner (ELL) students?</i>	<u>24</u> <u>23</u>
Section 8.06 Organizational Framework, Education Program 1.f. <i>Is the School complying with compulsory attendance laws?</i>	<u>24</u> <u>23</u>

Section 8.07 Organizational Framework, Education Program 1.g. <i>Is the School complying with the annual recurrent enrollment target?</i>	2424
Section 8.08 Organizational Framework, Financial Management and Oversight 2.a. <i>Is the School meeting financial reporting and compliance requirements?</i>	2424
(a) Authorizer Notification.	2424
(b) Operational Reporting.	2524
Section 8.09 Operational Framework, Financial Management and Oversight 2.b. <i>Is the School following Generally Accepted Accounting Principles?</i>	2524
Section 8.10 Organizational Framework, Governance and Reporting 3.a. <i>Is the School complying with governance requirements?</i>	2525
(a) Governing Structure.	2525
(b) Change in Governance Membership.	2525
Section 8.11 Operational Framework, Governance and Reporting 3.b. <i>Is the School holding management accountable?</i>	2625
(a) School Complaint Process.	2625
(b) Authorizer Notification Regarding Complaints.	2625
Section 8.12 Organizational Framework, Students and Employees, 4.a. <i>Is the School meeting teacher and other staff credentialing requirements?</i>	2626
Section 8.13 Organizational Framework, Students and Employees, 4.b. <i>Is the School respecting employee rights?</i>	2626
(a) Volunteer Requirements.	2626
Section 8.14 Organizational Framework, Students and Employees, 4.c. <i>Is the School completing required background checks?</i>	2726
Section 8.15 Organizational Framework, School Environment, 5.a. <i>Is the School complying with facilities and transportation requirements?</i>	2726
(a) Insurance Provider.	2726
(b) Insurance Coverage.	2726
(c) Change of Coverage.	2727
Section 8.16 Operational Framework, School Environment, 5.b. <i>Is the School complying with health and safety requirements?</i>	2727
Section 8.17 Organizational Framework, School Environment 5.c. <i>Is the School handling information appropriately?</i>	2727
Article IX. Resolution of Dispute Relating to the Contract.....	2827
Section 9.01 Dispute Resolution.....	2827
Section 9.02 Continuation of Contract Performance.....	2827
Section 9.03 Notice of Dispute.....	2827
Section 9.04 Initial Administrative Resolution.	2828

Section 9.05 Mediation at the Administrative Level.....	2928
Section 9.06 Governing Body Consideration.	3029
Section 9.07 Process for Final Resolution of Dispute.	3030
Article X. Renewal.	3030
Section 10.01 Renewal Timeline and Process.....	3030
Section 10.02 Required Information.....	3030
Section 10.03 Authorizer Review and Analysis of Renewal Contract.	3030
Article XI. Suspension, Nonrenewal and Revocation.	3130
Section 11.01 Suspension, Nonrenewal and Revocation.	3130
Section 11.02 Corrective Action Required by Authorizer for Actions Not Warranting Immediate Revocation.....	3130
(a) Notice of Unsatisfactory Performance (NUP) for actions not warranting immediate revocation.....	3130
(b) Response for actions not warranting immediate revocation.	3134
(c) Corrective Action Plan (CAP) for actions not warranting immediate revocation.	3134
(d) CAP Development for actions not warranting immediate revocation.	3134
(e) Effect of Successful CAP Response for actions not warranting immediate revocation.	3234
Article XII. School Closure.....	3234
Article XIII. General Provisions.....	3234
Section 13.01 Order of Precedence.....	3234
Section 13.02 Amendments.....	3232
(a) Terms Requiring Amendment.....	3232
(b) Authority to Amend.....	3232
(c) Process.....	3232
Section 13.03 Merger.....	3332
Section 13.04 Non-Assignment.....	3332
Section 13.05 Governing Law and Enforceability.....	3332
Section 13.06 Severability.....	3332
Section 13.07 Changes in Law, Rules, Procedures or Forms.....	3333
Section 13.08 No Third Party Beneficiary.....	3333
Section 13.09 No Waiver.....	3433
Section 13.10 Authorized Signatories.....	3433

This charter contract ("Contract"), effective the 1st day of July, 2020~~_____~~ is made and entered into between the Albuquerque Public Schools Board of Education ("Authorizer") and ~~[name of charter school]~~ *Public Academy for Performing Arts*, a public charter school ("School"). Collectively, these entities are referred to as the "Parties."

The Secretary of the New Mexico Public Education Department is authorized to hear appeals regarding this Contract from the Parties ("Secretary").ⁱ

Article I. Recitals.

Section 1.01 Purpose.

The Charter Schools Actⁱⁱ 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;
- to develop different and innovative ways of measuring student learning and achievement which addresses the needs of all students, including those determined to be at risk;
- to create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- to improve student achievement;
- to provide parents and students with an educational alternative by creating new, innovative and more flexible ways of educating children within the public school system;
- to encourage parental and community involvement in the public school system; and
- to develop and use site-based budgeting that meets state fiscal requirements.

Section 1.02 Description of the Roles of the Parties.

In order to meet the purposes of the Act, the School will determine the process it uses to achieve successful outcomes for the students it serves. The Authorizer's roleⁱⁱⁱ will be to evaluate the School's outcomes rather than to establish the process by which the School achieves the outcomes sought while maintaining the balance between School autonomy and Authorizer oversight.

Section 1.03 Description of Protocol for Oversight.

At the request of the Authorizer or its designee(s), in order to implement a protocol of continuous improvement or to address issues that are of concern, the School may present the Authorizer with improvement plans from time to time to address identified issues. The Parties may also implement a corrective action plan. The Authorizer may implement suspension or revocation procedures under the Charter School Act and associated regulations^{iv}.

Section 1.04 History.

[Enter history information here] PAPA's charter was originally approved in 2001. The school has been renewed 4 times in 2005, 2011, 2015, and 2019. See, Exhibit 1, Documentation of renewal approval or permission to commence operation by the Authorizer.

The Parties, therefore, hereby agree to establish a New Mexico public charter school according to the following terms and conditions of this Contract.

Article II. Parties, Notice and Intent.

Section 2.01 Parties.

The Albuquerque Public Schools Board of Education is authorized to receive applications for initial and renewal charter applications that request to be authorized by the state^v.

The School is a charter school approved by the Authorizer. (The School Governing Body, its Head Administrator as staff or any person designated by the Governing Body or its Head Administrator to address an issue shall be referred to generally as "School" from this point forward.)

Section 2.02 Notice.

Any notice required, or permitted, under this Contract shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgement of receipt) or three days after mailing when sent by certified mail, to the Head Administrator for notice to the School, or to the designated 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. At the commencement of any action which requires notice, the parties may agree to use electronic notice and filing.

Albuquerque Public Schools Board of Education
C/O APS Director of Charter Schools
P.O. Box 25704
Albuquerque, New Mexico 87125

[Name Of School] **Public Academy for Performing Arts**
Governing Body Contact Elizabeth Roybal
Governing Council President
11800 Princess Jeanne Ave, NE
Albuquerque, NM 87112
[Mailing Address]

Head Administrator
Melanie Dunn-Chavez
Executive Director

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11800 Princess Jeanne Ave, NE
Albuquerque, NM 87112

[Mailing Address]

Attorney

Patricia Matthews
1925 Aspen Dr., Suite 301
Santa Fe, NM 87505

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Section 2.03 Creation of Essential Documents.

Essential Documents. This Contract, the Performance Frameworks (as discussed in further detail in Articles V through VIII below) including the annual performance indicators set under the Performance Frameworks together form the essential documents governing the Parties ("Essential Documents"). Goals set forth in the initial application or 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 placed by the Authorizer on the School in the application of renewal process may become Performance Indicators in the annual Performance Frameworks in order to monitor the School's compliance with the conditions.

Material Elements of Charter and Renewal Applications Incorporated. The material provisions of the Charter and renewal application *(add if applicable)* have been incorporated as part of the Contract and are listed in Article VIII below.

Article III. General Governing Principles

Section 3.01 Public Charter School.

The School is authorized by the Authorizer to operate as a public school, but is a separate legal entity from the Authorizer^{vi}. Notwithstanding its existence as a separate legal entity, the School is subject to all applicable state and federal laws, regulations, rules, and policies unless waived by the Secretary or by law^{vii}.

Section 3.02 Term of the Charter.

This Contract and the Performance Frameworks are effective as of July 1, 2020^{□□}.
The Term of this Contract shall run until June 30, 2025^{□□}.

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 NMPED or Authorizer, if applicable, contained in this Contract is subject to the annual appropriations of the New Mexico Legislature.

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. In order to meet the purposes of the Act, the School will determine the process it uses to achieve the successful outcomes for its students. The Authorizer's role will be to evaluate the School's outcomes according to this Contract and the Performance Frameworks, rather than to establish the process 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^{viii}; may contract for services; and shall address personnel matters in accordance with the School Personnel Act^{ix} and all other applicable laws.

(c) Right to Sue.

The School's Governing Body may contract, sue and be sued.

(d) Limitation on Liability.

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

(e) Employees.

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

(f) Waivers.

(i) Automatic Waivers.

The Charter School Act allows for waivers for the School from the requirements of the Public School Code pertaining to individual class load, length of the school day, staffing patterns, subject areas, purchase of instructional materials, evaluation standards for school personnel, school principal duties and driver education^{xi}. Waivers listed pursuant to this paragraph shall be effective for the term of the Contract^{xii}. The list of waivers is attached as Exhibit 2 PAPA applied for and received waivers in for the following: 1. Purchase of Instructional Materials, Physical Education (our dance classes satisfy PE requirement with standards and benchmarks), Driver's Education, Staffing Patterns, and Principal Duties.

(ii) Discretionary Waivers.

The School has listed Discretionary Waivers that either it has obtained or will seek from the Secretary, as set forth in Exhibit 2, which must be approved by the Secretary as set forth in (iii) below.

(iii) Waiver Approval.

The School shall, within 30 days from the execution of this Contract, deliver to the NMPED any Discretionary Waiver requests submitted for the Secretary's approval. The NMPED shall notify the School of the Secretary's decision on the Discretionary Waiver(s). The School shall ensure that Exhibit 2 correctly identifies the waiver(s) approved by the Secretary.

(iv) Subsequent Waivers.

The School may request additional Discretionary Waivers from the Secretary after the initial request. Any new waiver requests shall be processed according to NMPED waiver request procedures, and, if approved, shall be added to this Contract by the School submitting a revised list of approved waivers (Exhibit 2 to this Contract) to the Authorizer.

(g) Policies.

The School agrees to adopt policies and/or procedures, if and as needed, to deliver the School's program. The School shall be exempt from local district policies and shall, instead, develop policies and procedures to the extent required by applicable law and regulation.

(h) 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, the following will occur: 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.^{xiii}

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 develop and maintain the criteria, processes and procedures^{xiv} 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 or any performance review), and as requested by the Authorizer, the School shall present an improvement plan(s) to the Authorizer for approval. The School will report to the Authorizer on the

progress of the improvement plans from time to time, as established in the improvement plans. 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; and charter school corrective action plans; suspension, revocation, renewal, and closure processes. This contract and the Performance Framework demonstrate, in part, implementation of its 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 school^{xv}. In the event that the Authorizer ever determines that suspension, revocation or nonrenewal of the School is appropriate, the Authorizer shall

- i. provide the School with timely notification of the prospect of suspension, revocation or nonrenewal of the Charter and the reasons for such action;
- ii. allow the School a reasonable amount of time to prepare and submit a response to the Authorizer's action no less than 30 days, absent exigent circumstances; and
- iii. submit the final determination made by the Authorizer to the NMPED.

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

(d) Authorizer Development of a Performance Framework.

Throughout the term of this Contract, the Authorizer shall establish annual Performance Framework templates that set forth clear academic and operations performance indicators, measures and metrics that includes the following:

- a. Student academic performance;
- b. Student academic growth;
- c. Achievement gaps in both proficiency and growth between student subgroups;
- d. Attendance;
- e. Recurrent enrollment from year to year;
- f. Post-secondary readiness and graduation rate (if the charter school is a high school);
- g. Financial performance and sustainability; and
- h. Governing body performance, including compliance with all applicable laws, rules, and terms of the Contract.

For purposes of this 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. The Authorizer shall oversee and work with the closing 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^{xvi}. In addition, Article XII below also sets forth terms relating to closure.

(f) Authorizer Obligations Relating to the Contract and Monitoring

(i) Negotiate the Contract in Good Faith.

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

(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.

1) 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 PED school ratings, Common Core alignment information, special education notices, and funding information. The Authorizer or its designee 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.

2) 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's designee, the Authorizer's designee shall pre-populate required reports and provide this pre-populated report to the School.

(iii) Conduct Oversight.

The Authorizer shall conduct and/or 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.

1) Site Visit

The Authorizer designee(s) shall make at least one annual visit to the School^{xviii} ("Annual Site Visit"). The Authorizer its designee(s) or legal counsel, 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 pre-arranged and with reasonable notice to avoid needless disruption of the educational process. The Authorizer, or its designee(s) reserves the right to make unannounced visits to open meetings, or to the School.

2) 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 7 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 site visit, the Authorizer or its designee(s) shall complete a draft of the Annual Site Visit Report and present it to the School within 30 days after completion of the site visit. The School shall have 10 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, 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^{xix}. The Authorizer may suspend or revoke the School's Charter if warranted^{xx} and according to the process established by the Authorizer.

(vii) Suspend, Revoke or Not Renew the Contract, if necessary.

The Authorizer may suspend, revoke or not renew this Contract and the Charter^{xxi} if the Authorizer determines that the School did any of the following:

- a. Committed a material violation of any of the conditions, standards or procedures set forth in this Contract;

- b. 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;
- 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.

e.

(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 therefor, if the Authorizer revokes or does not renew a charter^{xxii}.

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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^{xxiii}. The Authorizer may withhold and use the remaining two percent of the school-generated program cost for its administrative support of the School. The Authorizer shall use the two percent amount withheld for the following purposes:

- A portion of the expenditures supports the charter school division staff salaries and benefits.
- A portion of the expenditures provides the resources needed to accomplish the oversight necessary such as supplies, hardware, software and other resources needed to support the work of the APS Charter School Office.
- A fourth portion of the expenditures provides the resources needed from all other departments in APS that spend time working on issues related to charter schools, including but not limited to, Special Education, Technology, Title I, and Finance.

(b) Federal Program Funding for Charters.

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

(c) Annual Audits.

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

Select one:

☐ **xx** The School has an associated not-for-profit foundation named Performing Arts Academy 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.

OR

☐ The School does not have an associated not-for-profit foundation that is designated as a component unit of the School.

School Delay in Audit. If the School's annual audit is delayed and that delay results in the School and/or the district receiving a "late audit report" finding, the APS Charter School Office 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 APS Board of Education 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^{xv} 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.

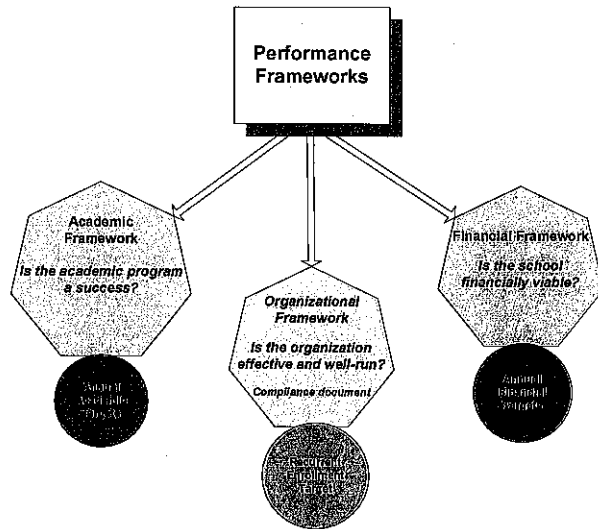
(e) Master Plan.

The School ~~shall prepare its own facility~~ is included in the APS master plan in compliance with the rules of the Public School Capital Outlay Council and the Public Schools Capital Outlay Act^{xvi}.

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 Financial Framework, which are discussed in further detail in Articles VI, VII and VIII below. Each Framework will include indicators^{xvii}, measures and metrics. As referenced above, these Performance Frameworks and the annual performance indicators are part of the Essential Documents governing the Parties.



(a) Optional Supplemental Indicators.

The School may identify optional supplemental indicator(s) that are specific, rigorous, valid, measurable and reliable. If such indicator(s) are identified, the School shall report each year on supplemental indicator(s) as set forth in the Performance Framework. Progress towards achieving the supplemental indicator(s) shall be described annually.

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, 3.2, 3.3, 3.4 and 3.5, as each document is created for each year of the Contract.

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, including Special Education compliance, 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^{xxviii}, the Authorizer may take such action as allowed by this Contract or by law, rule or regulation, including implementing an Improvement Plan, a Corrective Action Plan or charter revocation as set forth in this Contract or by law, rule or regulation.

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 that must be agreed to and executed by both Parties. Each Party must vote on this amendment in an open public meeting prior to execution of the amendment. The School will submit the requested amendment to all entitled to notice in Section 2.02 and request that the Authorizer place the amendment on the agenda of the Authorizer for approval.

Article VI. Academic Performance Framework

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.

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.

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.

The following is a general description of the Organizational Framework areas of focus.

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	<u>7.2 hours</u>
Length of school year	<u>168 days</u>
Enrollment cap	<u>1000</u>
Authorized school grades	<u>4 - 12</u>
Partner	
Management company	

(ii) School Mission

The School's mission statement is as follows:

[Insert school mission statement.] The Public Academy for Performing Arts is a public charter school that integrates a rigorous college preparatory curriculum with the performing arts and prepares students to pursue their passions and talents.

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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

[Insert the key provisions. e.g. Curriculum and pedagogical approach] PAPA's educational program is traditional college preparation, with the exception of electives. PAPA electives focus on performing arts including 5 types of dance, instrumental and vocal music, film and media, acting, and visual art.

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(iv) Student – Focused Term(s).

[Insert the key provisions.] See Charter Renewal Document

(v) Teacher – Focused Term(s).

[Insert the key provisions.] See Charter Renewal Document

(vi) Parent – Focused Term(s).

[Insert the key provisions.] See Charter Renewal Document

(vii) Governance Structure.

The Parties agree that the following are key provisions regarding the School's governance structure.

[Insert the key governance structure provisions.] See PAPA's website at <http://www.paparts.org/governing-council-6/>

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(viii) Total Student Enrollment.

As set forth above, the School is authorized to enroll the following:

[PAPA's 2015 renewal allowed for 500 students. On the October 1, 2014 Amendment Request (Part C, Section C, page 42), PAPA requested the option to grow up to 1,000 students and possibly add 4th and 5th grade. PAPA currently has 450 students in grades 6 – 12. Insert student enrollment numbers here.]

The School shall provide instruction to students in such grades and subject to approved caps in each year of operation^{xxx}. 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^{xxx}.

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):	Bernalillo
City(ies):	Albuquerque

(x) Facility.

☒ For Schools with a Set Location. The Charter School's primary location is:

11800 Princess Jeanne Ave., NE Albuquerque, NM 87112

Physical Address). The facility meets all applicable facility requirements of State and Federal law.

☐ For School Anticipating Changing Locations. The School is in the process of identifying a new location at

The School acknowledges that the new facility must meet all applicable health and safety requirements prior to the School relocating to the new location. The Authorizer approves this location contingent upon the School providing the Authorizer with evidence of compliance with applicable law, including NMSA 22-8B-4.2(C).

(xi) Facilities Occupancy Requirement.

The School acknowledges that its facility must meet all educational occupancy standards required by applicable New Mexico Construction Codes^{xxx}. The School's facilities shall be certified for occupancy as a public school prior to commencing operations in the new building, including the approval of the director or designee of the New Mexico Public Schools Facilities Authority ("PSFA")^{xxxi}. The School further acknowledges that if it is renewed on or after July 1, 2015, that its facilities must meet the requirements as set forth in Subsection D of Section 22-8B-4.2 NMSA 1978 (2011).

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:

A. the facility receives a condition rating equal to or better than the average condition for all New Mexico public schools as determined by the Public Schools Facility Authority (PSFA) for that year, or

B. the School demonstrates within 18 (eighteen) 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^{xxxiii}.

(xiii) Facilities Funding.

The School is eligible for state capital outlay dollars to the extent provided for in the Public School Capital Outlay Act^{xxxiv}; the Public School Capital Improvements Act^{xxxv}; the Public School Buildings Act^{xxxvi}; and any other applicable law.

(xiv) Lease Purchase Agreement.

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

According to the Charter, the School

☒ ~~XX~~ will provide the following food services: in-house food preparation

food services shall be provided in a manner that is in compliance with applicable federal and state laws regarding public school food programs.

OR

☐ will not provide food services.

OR

☐ will provide free and reduced breakfast under the Free School Breakfast Program. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

AND/OR

☒ ~~XX~~ will provide free and reduced lunch. Food services shall be provided in a manner that is in compliance with applicable laws regarding public school food programs.

(xvii) Transportation.

☐ The School has agreed to provide student to-and-from transportation^{xxxviii}.

OR

[xx] The School, in accordance with the Act, shall not provide student to-and-from transportation. The School may contract with qualified transportation providers for special events. The School will ensure that students with disabilities shall comply with their qualified IEP or Section 504 plan related to transportation.

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, rules, and regulations 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, rules, and regulations 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^{xxxix}.

Student recruitment and enrollment decisions shall be made in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability, or need for special education services^{xl}.

(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^{xli}.

(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^{xlii}. 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 laws.

(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^{xliii}.

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, rules, and regulations, 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 Individualized Education Program (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*^{xiv}. 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^{xiv}, 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 (ELL) students?*

Organizational Framework Question 1.e. Description. The School shall demonstrate compliance with applicable laws, rules, and regulations, 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, rules, and regulations 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, rules, and regulations relating to sound financial principles^{xvi} and financial reporting requirements, including compliance with the New Mexico Procurement Code.

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

(a) Authorizer Notification.

The School shall notify the authorizer or its designee(s) and appropriate authorities in the following situations:

- A. 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);

- B. The conviction of any members of the School's governing body or staff for a crime punishable as a felony, or misdemeanor involving moral turpitude, or determination of inappropriate contact^{xlvii} 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
- C. 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 body, 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 documentation to support the site visit report during the visit.

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, rules, and regulations, relating to financial management and oversight expectations, that shows 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, rules, and regulations 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 body shall have at least 5 (five) members^{xlviii}. No member shall serve on the School's governing body if he or she was a member of another charter school's governing body that was suspended or failed to receive or maintain their board of finance designation.^{xlix}

(b) Change in Governance Membership.

The School will notify the Authorizer within 30 (thirty) days of a member's resignation or designation of a new member and shall sign the appropriate forms to ensure that

the governing body continues to qualify as a board of financeⁱ. The School shall fill any vacancy on its governing body no later than 45 days from the vacancy or shall seek an extension for such appointment from the Authorizer in writing. The new member must execute the required statements for Board of Finance designationⁱⁱ 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, rules, and regulations 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 the complainants to be heard by the head administrator and/or the School's governing body. The governing body 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, rules, and regulations 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, rules, and regulations relating to employment requirements; and 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 regulationsⁱⁱⁱ.

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, rules, and regulations 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, rules, and regulations 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 insuranceⁱⁱⁱ through the New Mexico Public Insurance Authority (NMPSIA). 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 body, 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, rules, and regulations 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, rules, and regulations 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, regulations, or policies or as otherwise established shall be open to inspection and review and made available in a timely manner to the PEC, 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 the implementation of this Contract shall be subject to the dispute resolution process set forth in this section. However, disputes coming 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 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.

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 Body and the Authorizer informed during any attempt at administrative resolution. Either Party may identify an authorized representative to join the School staff or the Authorizer's designee(s) in identifying 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 the 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 staff 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 meetings of the Parties. If necessary, the Parties shall call a special or emergency 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 mailing or delivering 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^{iv}. If either Party submits a Notice of Demand to Mediate, it shall include in the notice 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 through its staff and Authorizer through its designee 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 or emergency 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 or emergency meeting is warranted. Prior to the board 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 and public comment shall be heard on the Joint Proposal. The Joint Proposal shall then be voted on by the Parties. A special or emergency session 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, then 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 2020. 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 hearing no later than January 1, of the year in which the Contract expires; i.e. January 1, 2025 unless extended by agreement.

Section 10.02 Required Information.

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

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, Nonrenewal and Revocation.

Section 11.01 Suspension, Nonrenewal and Revocation.

The charter may be suspended, revoked, or not renewed by the Authorizer as set forth in law, regulation, rule or policy that complies with law and as set forth in this Contract. The Authorizer is not required to allow corrective action as set forth below if the unsatisfactory review warrants revocation.^{lv} Until such time as the NMPED promulgates regulations setting forth procedures for revocation, the Parties shall follow the processes set forth in the Uniform Licensing Act^{lvii} and such other Rules of Civil Procedure as agreed to by the Parties in conjunction with the revocation proceedings under the Charter School 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 Immediate 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 immediate 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 (NUP) for actions not warranting immediate revocation.

The Authorizer shall provide written notice to the School no more than 10 business days after determining that there is unsatisfactory performance related to the School's organization, the School's academic or financial performance appears unsatisfactory, or the Authorizer believes there to be a breach of this Contract not warranting immediate revocation.

(b) Response for actions not warranting immediate 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 (CAP) for actions not warranting immediate revocation.

After receiving the School's response to the NUP, the Authorizer may require the School to present a Corrective Action Plan that addresses the identified deficiencies; provided that if the unsatisfactory review and School's response to the NUP warrants revocation, the Authorizer may begin revocation procedures. The Authorizer shall provide clear timelines for complying with the Authorizer's demand for corrective action.

(d) CAP Development for actions not warranting immediate 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 Response for actions not warranting immediate 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 nonrenewal or revocation actions. However, if the School does not successfully correct the Authorizer's concerns, the Authorizer may take additional steps to insure 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, regulation rule or policy that complies with law.

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

- a) the Contract shall take precedence over policies of either Party and the Charter; and
- b) a provision in the annual Performance Frameworks that conflicts 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, rule or regulation.

Section 13.02 Amendments.

(a) Terms Requiring Amendment.

Any modification of the contract requires an amendment that must be agreed to and executed by both parties. The Authorizer is required by law to vote on this amendment in an open public meeting. The party requesting the amendment will submit the requested amendment to all entitled to notice in section 2.02.

(b) Authority to Amend.

No amendment to the Contract shall be valid unless ratified in writing by the Authorizer and the School and executed by its authorized representatives.

(c) 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. Until the time that NMPED promulgates appropriate regulations; the procedure for this appeal will be the same as provided in NMSA 22-8B-9(C).

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. Either Party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction and the Parties do not successfully negotiate a replacement provision.

Section 13.07 Changes in Law, Rules, Procedures or Forms.

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, 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 president/chair or their authorized designee shall be or has been duly authorized to sign this Contract.

Approved:

APS Board of Education

By:

Title: President

Signature:

Date:

Approved:

ACE Leadership High School Public

Academy for Performing Arts

By: Elizabeth Roybal

Title: Chair Governing Council President

Signature:

Date:

ⁱ Section 22-8B-9(A) NMSA 1978.

ⁱⁱ Section 22-8B-3 NMSA 1978.

ⁱⁱⁱ Section 22-8B-5.3 NMSA 1978 and all other duties assigned to the Commission relating to charter schools.

^{iv} e.g. Section 22-8B-12 NMSA 1978

^v Section 22-8B-16 NMSA 1978.

^{vi} Sections 22-8B-2(A) and 22-8B-4(C),(J), (N), (P), and (R) (2011) NMSA 1978.

^{vii} Section 22-8B-5 NMSA 1978.

^{viii} Pursuant to the Audit Act at Section 12-6-1 NMSA 1978, *et seq.*

^{ix} Section 22-10A-1 NMSA 1978, *et seq.*

^x Section 22-8B-4(P) NMSA 1978 (2011).

^{xi} Section 22-8B-5(C) NMSA 1978 (2006).

^{xii} Section 22-8B-5(C) NMSA 1978 (2006).

^{xiii} Section 22-8B-4 (N) NMSA, 1978

^{xiv} Section 22-8B-5.3(H) NMSA 1978.

^{xv} Section 22-8B-12(L) NMSA 1978 (2011).

^{xvi} Section 22-8B-12.1(A) NMSA 1978 (2011).

^{xvii} Section 22-8B-9 NMSA 1978 (2011).

^{xviii} Section 22-8B-12(E) NMSA 1978 (2011).

^{xix} Section 22-8B-12(F) NMSA 1978.

^{xx} Section 22-8B-12(K) NMSA 1978 (2012).

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- ^{xxi} Section 22-8B-12(K) NMSA 1978 (2012).
- ^{xxii} Section 22-8B-12(M) NMSA 1978 (2011).
- ^{xxiii} As defined by the Public School Finance Act, Section 22-8-1 NMSA 1978, *et seq.* Also see Section 22-8B-13 NMSA 1978 (2006).
- ^{xxiv} Section 22-8B-13(C) and (D) NMSA 1978.
- ^{xxv} Section 22-8B-4 (R) NMSA 1978.
- ^{xxvi} Section 22-24-4 NMSA 1978 (2010).
- ^{xxvii} Performance indicators in this Contract are the same as the performance targets referenced in Section 22-8B-9.1(B) NMSA 1978 (2011).
- ^{xxviii} Section 22-8B-12 (D) 1978
- ^{xxix} Section 22-8B-6 NMSA 1978 (2011).
- ^{xxx} Section 22-8B-6(D) NMSA 1978 (2011).
- ^{xxxi} Section 22-8B-4.2(A) NMSA 1978 (2011).
- ^{xxxii} Section 22-8B-4.2 NMSA 1978 (2011).
- ^{xxxiii} Section 22-8B-4.2(C) NMSA 1978 (2009).
- ^{xxxiv} Section 22-24-1 NMSA 1978, *et seq.*
- ^{xxxv} Section 22-25-1 NMSA 1978, *et seq.*
- ^{xxxvi} Section 22-25-1 NMSA 1978, *et seq.*
- ^{xxxvii} Section 22-26A-1 NMSA 1978, *et seq.* of the Public School Lease Purchase Act
- ^{xxxviii} Section 22-8B-26 NMSA 1978.
- ^{xxxix} Section 22-8B-4(K) NMSA 1978.
- ^{xl} Section 22-8B-4(J) NMSA 1978.
- ^{xli} Section 22-8B-4 (K) NMSA 1978.
- ^{xlii} Section 22-8B-4.1 NMSA 1978.
- ^{xliii} Section 22-8B-5(G) NMSA 1978 (2006).
- ^{xliv} 6.29.1.9(D) NMAC, including the guidance manual cited in that rule
- ^{xlvi} Section 22-2C-6 NMSA 1978.
- ^{xlvii} e.g. Public School Finance Act at Section 22-8-1 NMSA 1978, *et seq.*, and 6.20.2.1 NMAC [2006].
- ^{xlviii} 6.60.9 NMAC
- ^{xlviii} Section 22-8B-4(B) NMSA 1978 (2011).
- ^{xlix} Section 22-8-38(B)(4) NMSA 1978 (2011).
- ⁱ Section 22-8-38 NMSA 1978 (2011).
- ⁱⁱ 6.80.4.16 NMAC [6/30/2008].
- ⁱⁱⁱ 6.50.18 NMAC [2010] ("Use of Volunteers in Schools and School Districts).
- ⁱⁱⁱ Section 22-8B-9(B)(16) NMSA 1978.
- ^{liv} Section 44-7B-1 NMSA 1978, *et seq.*
- ^{lv} Section 22-8B-12(J) NMSA 1978.
- ^{lvi} Section 22-8B-12(F) NMSA 1978
- ^{lvii} Section 61-1-1 et. seq. NMSA 1978 and associated rules and regulations