



# SOUTHWEST PRIMARY LEARNING CENTER

## **GOVERNING COUNCIL**

Special Meeting of the Southwest Primary Learning Center Governing Council on  
Tuesday, March 28<sup>th</sup>, 2017

## **BOARD MEMBERS PRESENT**

Leah Graham, Meredith Winters, Ken Chapman, Amber Romero, Marvin Larsen

## **BOARD MEMBERS ABSENT**

None

## **ALSO IN ATTENDANCE**

Kirk Hartom, and Attorney Daniel Ivey-Soto

## **PUBLIC**

Lisa Mora, Barbara Bachechi, and Ms. Fahey

These minutes were approved on \_\_\_\_\_

By a vote of \_\_\_ yes \_\_\_ no \_\_\_ absent \_\_\_ abstained

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

## I. Call to Order

Leah called to order the Special Meeting of the Governing Council for the Southwest Primary Learning Center on **Tuesday, March 28<sup>th</sup>, 2017 at 5:00 PM in the Conference Room at Southwest Learning Center, 10301 Candelaria Road Northeast, Albuquerque, New Mexico.**

### A. Designation of Backup Secretary and Recorder

Leah announced that there were some issues before with lost recording and not having the minutes from the February meeting, so we decided it would be a good idea to have a backup. So that is what we are working on tonight. She previously spoke with Amber about being a backup secretary and recorder. Her thoughts on this were that tonight someone would be designated to type up the minutes, Amber has her recorder here so she will record the minutes. For future when we have a secretary, Amber's role would be to pre-approve the minutes from the secretary. She wanted to know if this sounded reasonable? She wants to know makes sure the minutes are thorough enough and that the information in the minutes are accurate. Amber agreed to try in this role, even though it was a bit bigger role than she initially thought. Leah compromised that if was something she did not feel comfortable with; the board can continue to assist by receiving the minutes earlier and looking over them and if there are any issues with them they can respond to that. Amber felt that this was a better solution so that everyone would have an opportunity to look over the minutes. She feels good that there would be a backup recording and know that the minutes are going to be taken care of no matter what. That's the most important thing.

Kirk did talk to the SAMS board secretary Tasha Case and she said that she would be willing to do it. She was in Colorado today, but she said she would be more than willing if it was recorded, that she could take that and type up the minutes as well. Leah asked if she was asked tonight. Kirk said yes, all she asked was for it to be recorded. Leah and Amber thought that was great. Kirk said that he would give Amber Tasha's email.

Leah asked if everyone was good with Amber being the designated backup board secretary, she called for a motion. Meredith made a motion that Amber be the board's backup board secretary and recorder, Ken? seconded the motion. Leah called for a voice vote, and after hearing no opposition the motion carried.

### B. Roll Call

Leah asked for Amber to call roll. Amber called Leah Graham, Ken Chapman, Meredith Winters, Marvin Larsen, and Amber Romero.

### C. Pledge of Allegiance

Leah led the Pledge of Allegiance. Thank you, Leah.

### D. Adoption of Agenda

Meredith? made a motion to adopt the agenda for the special meeting for Southwest Primary Learning Center. Leah? seconded the motion. Leah called for a voice vote and after hearing no opposition the motion carried.

## II. Financial Update

### A. Purchase Order Deadline-New Attorney Contract

Ken? mentioned that no one from the Vigil Group was present. He wanted to make sure if we pursue a new attorney there would be a (*quarter dateline raise?*). Leah wanted to know if we have that same deadline that the employees do, she knows that it's a PED thing.

**Kirk** knows that the day they have to their final PR's in will be next Tuesday, so that's the final date for employees. But in this case, if you are looking for a brand-new attorney, you are also looking for a brand-new contract. Which means that the contract is the first order of business. We shoot it up to Mr. Aguilar in the state and that's where we have to wait. **Leah** asked in clarification if was something that the board cannot sign for the lawyer we want to hire. **Kirk** clarified that it's pre-signed by the lawyer and sent to Paul Aguilar. **Leah** queried that they cannot do this before April 1<sup>st</sup>, so they can push it out because it is an emergency situation. **Kirk** illuminated that we would have to go through Joseph, Joseph deals with David and David deals with Paul. We would have to go ahead and at least submit that contract ASAP. Even if we are a little bit late, he believes that it waits on Mr. Aguilar's approval. We are at an interesting time because we have submitted our corrective actions and so the timeline to come out of corrective action is the end of April. We are going to have to expedite it. **Woman?** said we are going to do our best to do that. She thinks it comes to a point where Intermediate and Secondary have their own attorney and we don't have that same luxury. Something's going to have to stop. We cannot continue to go forward when they have legal representation and we don't. **Leah** said when we have a lawyer, we will get more information on that.

## **B. Physical and Cash Assets for SPLC- Documentation and Actions**

**Leah** mentioned the asset letter that's been a huge issue and concern that. Where is that at?

**Kirk** was unclear on how they wanted him to move forward, should we do something, should we not do something are we are going to get an attorney? They also have actions at their meetings, directing him to not take action. **Leah** intermittently noted that at the last meeting they talked about the response to Craig to the first draft that was provided for him, they have yet to receive a copy of that. Can you provide that to them now? **Kirk** could.

**Leah** carried on that this will give better contact to his response. She asked who was working on the next draft? **Kirk** indicated Attorney Daniel Ivey-Soto, sitting in on the meeting. He is also the attorney for SILC and SSLC. **Leah** mentioned a concern in the past is that we don't have legal representation personally and that this is a document that has to be approved per David Craig's letter by our board and SILC's board. There has been talk about writing this letter in a manner that would negatively affect the school in the future, so we are having some huge concerns about that. We want to get our own legal representation, we are having a little bit of a struggle with that.

**Amber?** asked if the second document was ready. **Mr. Ivey-Soto** replied no. There seems to be a couple of issues with (*inaudible*) between the two schools. So, they were told to stand down until the issues were resolved. **Leah** said in disbelief that nothing had been worked on.

**Mr. Ivey-Soto** parried that they are prepared to respond but at this point they were told not to proceed until whatever. **Leah** wondered based on how the issue is resolved, do you have different instructions on how to write that letter? **Mr. Ivey-Soto** said that he does, one is to write the letter, the other is to never write the letter. **Meredith?** asked in which case would he write the letter? **Leah** answered that if we cooperate and agree and do what they want us to do.

**Mr. Ivey-Soto** elucidated that if there is an agreement, if the boards align of the issues that are before the working group, then...**Meredith?** interrupted that it was not just the working group, that's the other thing that was originally in agreement that they are deciding to invoke now, that really should have been invoked since last September. We all agreed to a joint force, not just before. The SILC board took it upon themselves, Marvin has an email of the date of when that happened, that *they* decided to designate the two groups and we never agreed to that, because (*inaudible*). But the agreement was for us all to come together with business that has to do with the new school, which of course the Head Administrator contract would be involved in that. We on countless occasions tried to get them to come do that with us and they (*inaudible*). It comes to this point, she doesn't understand that they pick and choose when that agreement is invoked and when it is not.

**Leah** voiced that the working group can't make any decisions because there is not a core from either board in the working group. **Mr. Ivey-Soto** answered (*inaudible*) the boards can agree or not agree.

**Leah?** said in regard to the asset letter, we need to come up with a date something has to be done by and if it's not, then we override it. We contact David Craig ourselves, we find out what we need to get from him and we have our board do whatever we can, we do what we have to do.

**Mr. Ivey-Soto** notified them that according to PED if it's something that the two boards don't come together on the assets are assets of SILC, so it requires (*inaudible*). **Leah** agreed that it does say that the two boards need to agree on it, but a refusal to cooperate and work with us, then we will have to contact David Craig ourselves.

**Amber?** said the original agreement was when two schools merge, because we are starting the same number of students and same staff as two separate schools now, that the assets would be joined for the kids and the staff. That was the original agreement. The program isn't changing, the number of kids aren't changing, the curriculum, the staff, none of that is changing. The only thing that is changing is the name and the two schools combining and that was at the urging of the PEC for us to do that, which we are happy to accommodate and do, but obviously, we can't do it without their funds, we can't have the same kind of program. **Mr. Ivey-Soto** understood their frustration.

**Leah?** stated that the agreement we signed with the SILC board, even though it's not expressly stated, what's predicated on the assumption that the assets of the two schools be combined. **Mr. Ivey-Soto** proclaimed that was still the fact. **Leah** finished if we cooperate, tax payer dollars paying you to do nothing. **Meredith?** said that is why we are seeking our own attorney.

**Amber?** declared that we don't like the idea of tax payer money, which these schools are funded through state tax payer money now being used to have all the schools having separate attorneys that never used to be necessary, to her knowledge, because all the boards work together well. And so now we have to pay separate attorneys to see how we can maneuver each other and that's what we really object to. **Mr. Ivey-Soto** understood and he thinks it will be healthy for the boards to align, and if the boards were to align, he'd be happy to provide legal services without charge for the rest of the school year.

**Leah?** was concerned at this point that we have to have our own individual attorney for our school that doesn't represent the other schools. **Meredith?** asked if Mr. Ivey-Soto represented SILC and SSLC. He does.

**Amber?** tried to clarify with what Mr. Ivey-Soto said previously that if all school boards were in alignment he would be willing to provide services to all the boards at no charge for the remainder of the fiscal year? **Mr. Ivey-Soto** agreed that it what he said. **Amber** reminded him he was on record saying so.

**Ken?** asked what constitutes a lawyer? **Mr. Ivey-Soto** answered if SPLC were in agreement, if the green light was given on the asset letter. **Leah?** pronounced what is holding up your end, we are all for it? **Mr. Ivey-Soto** said the judicious(?) are looking at the asset letter (*inaudible*) Head Administrator and then the constitution of the board moving forward and once those...**Meredith** filled in, "if we cave." They've offered to meet again to discuss this constitution of the board, but since we haven't seen the draft that first went to David Craig, we don't know what is that in regard to, what is their demand with respect to the constitution of board? **Mr. Ivey-Soto** answered if it's a merger through schools the board should reply.

**Kirk** knows that the day they have to their final PR's in will be next Tuesday, so that's the final date for employees. But in this case, if you are looking for a brand-new attorney, you are also looking for a brand-new contract. Which means that the contract is the first order of business. We shoot it up to Mr. Aguilar in the state and that's where we have to wait.

**Leah** asked in clarification if was something that the board cannot sign for the lawyer we want to hire. **Kirk** clarified that it's pre-signed by the lawyer and sent to Paul Aguilar. **Leah** queried that they cannot do this before April 1<sup>st</sup>, so they can push it out because it is an emergency situation. **Kirk** illuminated that we would have to go through Joseph, Joseph deals with David and David deals with Paul. We would have to go ahead and at least submit that contract ASAP. Even if we are a little bit late, he believes that it waits on Mr. Aguilar's approval. We are at an interesting time because we have submitted our corrective actions and so the timeline to come out of corrective action is the end of April. We are going to have to expedite it. **Woman?** said we are going to do our best to do that. She thinks it comes to a point where Intermediate and Secondary have their own attorney and we don't have that same luxury. Something's going to have to stop. We cannot continue to go forward when they have legal representation and we don't.

**Everyone** spoke up that it's not a merger. We can't do that right now. The letter talks about how it's not a merger. **Marvin?** said by law if the school is closed, the (*inaudible*) becomes closed. SILC is open effective (*inaudible*) one under a new name, that this board is (*he gets cut off*)

**Woman?** suggested that if we go back to the minutes of that meeting where that agreement was made with them, it stated it in that meeting that anyone, as of July 1<sup>st</sup>, anyone on the SILC board that wanted to be one this board would be voted right in, no questions asked. **Another Woman?** asked is that not what they want now? **Mr. Ivey-Soto** answered that he has not had a detailed conversation with them on that.

**Meredith?** exclaimed that the board wants them involved right now, we want them involved then, we could have voted them in right then and there. We've agreed to have new President elections, all of that, which is present in the minutes. **Amber?** asked what is different than that, that they are asking for? **Mr. Ivey-Soto** replied he thinks what they want is a set of (*inaudible*) board to find a way to go forward with a board that includes a couple of people from SILC, a couple of people from SPLC and then do that. **The women of the board** responded unanimously that they will do that, but they can't have a board for the new school that doesn't yet exist until July 1<sup>st</sup>, 2017. We can't even have an election yet.

**Ken?** said what PED told us the thing that we're planning on doing, which was part of the agreement originally was that our board policy for SPLC would be amended, to bring the number from five to eleven, so that we could bring in all of SILC board. Once we get there, you will have a range of people who can be on that board, new ones and old ones.

**Amber?** stated that not just one of the issues, but both of the issues are holding back the asset letter, is that true?

**Leah?** wanted to state for the record that neither of those issues have anything to do with the assets, the assets are for the students and the teachers, for the school going forward, not for the board. The assets are not for whoever our administration is, the assets are not for them, they are for the school, for the teachers and the students. This is flat out bribery. We should be meeting together, to hash this out and figure out what we want to do, but they have refused to meet with us until we say we are going to do what they want us to do. **Meredith?** notes that we have tried to extend the olive branch, we have done everything, but we will not be blackmailed into anything. **Ken** stated that it will not be a political play. We have got documentation and evidence that has led us to the decision we had made. Our decisions are projective, not objective based on hardcore data.

**Mr. Ivey-Soto** proclaimed that he understood the frustrations and that it would be beneficial if they all met together. **Leah** agreed that this was for the future of the school, this isn't about the boards arguing or fighting, we need to come together to meet and discuss this as adults and as the people who are responsible for the future of the school.

**Meredith?** reiterated reading the minutes from that meeting on what the agreement was. The night of the high-stakes coin toss, so to speak, at that point, we said as of July 1<sup>st</sup>, anyone that is left on that board who wants to come to be on the board, we agreed that we need more than five people on the board, but it's hard to find volunteers who want to spend four hours here every month. We're trying to work with them, we want to work with them. We are trying to figure it out, but again the issue of Head Administrator contract and evaluations and all that. Passive decisions that should have been done jointly between all the schools, and Kirk knows this as well, I've had this conversation with him. He was hired jointly; the first evaluations were done jointly and those two schools took it upon themselves to decide they did not want to participate jointly. The decision should be a joint decision always, because of the makeup of this school and the way it is set up. There is no reason we should be operating, we are three separate schools, but also, we have a lot combined, it should have never been separate.

**Ken** stated that up until a year and a half ago the schools were very unified, we were solid, we were directed in very specific directions. We had leadership, today we are incredibly divided. No longer do you have boards willing to work together. Our board is willing to work together, the other boards are not, and because of that we can't meet together. It's a tragedy.

**Leah** decreed at this point we need to have something measurable. We need to have a specific date that this needs to be done by or we take further action. **Amber** asked if we needed to vote on that specifically or are we instructing Kirk to do something or write a backup contingency letter? **Ken** suggested Kirk and Sean write the letter to David Craig and Mr. Aguilar requesting that due to the closure of SILC and the change where we have on 7<sup>th</sup> and 8<sup>th</sup> grades that we have material and cash assets be transferred directly to (*inaudible*).

**Leah** said that they made it clear it is not going to happen. I agree with Daniel that those assets are SILC's assets. They are not ours. All we can do is tell David Craig why we need them. **Ken** agrees that they are SILC assets, but if SILC closes, the kids don't go away, the parents don't go away, we need the physical material and fresh assets if we are to remain afloat. **Meredith** asserted that they understand that we don't have that we are not going to be able to sustain another school. Originally when all of this merger discussion started it was never without the assets, all the finances, all the projections, everything. Had we known it was going to get to this point, we would have never agreed to the closure, never. We would have stayed four separate schools and hoped they renewed our charter.

**Mr. Ivey-Soto** stated state law deems a closure and so the problem is that to the extent that what we are looking at is a closure and a continuation as opposed to being a merger. **Kirk** said that is the argument and that is what he put forth in the draft. There has been a lot of that this year, where things seem to be okay but then when it comes down to it, and that's why Kirk gave him that draft. It was very, very clear in there that the school that SILC was (*inaudible due to voices overlapping*).

What **Leah** read in the letter was to figure out a way to get the assets transferred before it closes. Is it a possibility or not? **Mr. Ivey-Soto** said it was a possibility. **Leah** wondered if it was only a possibility if we get rid of certain board members and succumb to their demands, is that the only way it is going to happen because that doesn't feel right. **Mr. Ivey-Soto** answered it was a possibility only if this board and the SILC board don't align. He's a firm believer in that when people communicate, interesting things happen to the extent that at some point we are able to (*arraign?*), and he will push for this board and the SILC board to meet together. He doesn't know what the outcome will be. **Leah** agreed that SPLC wants to meet with them without an ultimatum. **Mr. Ivey-Soto** said would talk to them. **Meredith** appreciated that even though Mr. Ivey-Soto does not work for SPLC, he is trying to speak on their behalf, to try to get this to happen. We have tried to make it happen on our own and it's not happening on our own.

**Mr. Ivey-Soto** wanted to repeat what he said before so it is clear. If the boards were to come to agreement, he would be happy to provide services for this board for the rest of this fiscal year. **Leah** said the reason we need our own individual attorney now is that we don't agree on everything. All the attorney that we share will not counsel us, will not advise us. It would be a conflict of interest. You would clearly side with them. **Mr. Ivey-Soto** said he does have his loyalty. Frankly, the other part of the agreement is opening up the other (*school?*). I think that's in the best interest of the school in general. His responsibility is to the students.

**Leah** feels the at the situation that SPLC is in right now is not is out of concern for the school, for the teachers and the students. It feels like the concern is making us do what they want us to do. **Ken** reiterated that the communications have been one sided. It's their way or no way, it has to be this or nothing, so it's like dictating to this board, here is how we are going to play the game. There needs to be a meeting with a clean slate to say here is how we are going to figure things out and manage SPLC as one board. What is it going to take to get there?

**Mr. Ivey-Soto** said he gets the gist and the core of the asset letter. He apologizes things are this way. He thinks the representation of the feelings is that some of the issues being dealt with now are not what was anticipated previously and they are trying to figure out how to feel comfortable proceeding as well. Really it all comes down to comfort.

**Leah** redirected that everyone needs to speak to each other in a respectful manner and there are no ultimatums given. We say we are going to meet together, not if you do this or that, because we have the best interest of this school in mind. That is our concern, the school. Right it's no appealing. They will not meet with us unless we do what they say, they've made that very clear. **Mr. Ivey-Soto** said he will do his best to see that a meeting takes place.

**Amber?** is concerned because without those assets people are going to lose their jobs. Students are not going to have supplies that they need. You now have the possibility of two schools combining into one going under. It's mind boggling that it is so black and white to them, without thinking about the ripple effect, what is actually going to happen. **Mr. Ivey-Soto** again stated he will see if he can try to get through to them.

**Leah** declared that what needs to be done is come up with a date, something measurable that if this asset letter is not taken care of by that date...**Meredith** intermittent that the budget being the way it is, at what point are they not going to pay attention to the letter anyway, if the assets have to be transferred by the end of June. **Kirk** answered that a couple of things are happening that they put together all of the budgets, even the combined preparatory budget. Here we have years of experience, what the salaries will be for next year. So those are the numbers that Joseph and Sean need to actually plug into a budget. Now they haven't run the numbers as of yet, but they are only thinking about the way the SEG will be put together next year. So, you won't just have 100, you'll have 200. So, David Craig is given on that point, that we do recognize for those students that are still here. When we get to April 11<sup>th</sup> or 12<sup>th</sup>, we will know the unit value of what that is, and then they can actually start running the numbers on what that is.

**Meredith** supposed that we finally come to an agreement on the assets, she wondered how does that transfer take place? Are they going to estimate what they need to finish off the year and then whatever the balance is? What **Amber?** saw implied by David Craig's letter is that SILC would cut a PR to pay out their debt. (*voices overlap, inaudible*)

**Meredith?** is going on a May 15<sup>th</sup> deadline. This is when time has to be set to hunker down and get communication down. And we are going to know by then if we can come to an agreement. **Amber?** doesn't want to be constrained to that date, having to wait for that date to reach out to the PED if we decide...**Meredith?** interjected saying *if* we don't know by May 15<sup>th</sup>, we could always do it sooner if we know, so if we are at some kind of impasse or something. But we need to give ourselves time to have a couple of sessions of working together. **Leah?** asked why we needed a date? **Meredith?** answered to say it needs to be memorable, we need to say if something is not done by this day, we need to move forward.

**Amber** asked when the budget was due for the new school. **Leah** asserted that the budget is irrelevant to the assets. **Amber** questioned if assets or no assets, we can still comply with the documents needed to move forward. **Leah?** answered that the assets transfer has to happen by June 30<sup>th</sup>. There has to be time to project how much money is needed to close.

**Kirk** mentioned how when you talk to David you talk about SEG, operational funds and what was indicated to us was that we too will have to go back to transportation, and Title 1. Because they are in charge of those federal funds, so there will have be some work done with those departments. So that all of those monies come over and follow the students as well from SILC.

**Leah** said cash reserve is what we are talking about here. **Meredith?** inquired about their portion of money needed to buy the building? **Leah** answered that is the cash reserve. **Meredith?** said without that money we can't buy the building, and the merger is held off. The ripple effect of it is astronomical.

**Leah** doesn't think we have to set any kind of a date. If it doesn't work out, we press on without it knowing we only have probably one more year of existence. **Meredith?** doesn't want to give up that easily though. **Leah** hopes to meet with them and talk through our differences.

**Meredith?** wanted to know when and how we will hear from Mr. Ivey-Soto? **Mr. Ivey-Soto** is going to give them his cell phone number and his email.

**Leah** stated that we have talked in the subgroup meeting before about having a joint meeting with all the boards. **Mr. Ivey-Soto** would recommend this. **Ken** said according to the approved minutes SSLC has already made their decision. So, all we need is SILC.

**Leah** noted that with physical and cash assets, we put physical because we wanted to bring up the property audit again and what is the next step? Obviously, there is an issue with the property not necessarily fully accounted to the different schools?

**Kirk** answered that is not the biggest of the issues to come forward. In other words, there is already two inventory lists for both schools and so al would be, again, the consolidation of those things, so their things would become your things. The biggest one for us is the audit down the road, because the difference between the modified and unmodified is that we didn't have value to things. **Leah** hoped PED would not come in and take desks and computers and redistribute those to other schools. **Kirk** wants to think about that a little bit. If you remember last summer we put some things through that process, disposals, etc. The way he described it was even if we got to that point where you would have to go through the motions of an auction or whatever. Like I will take all of this for a buck and bring it over. That's how he described it. It's one of those things where it would come right over. That seemed to be the biggest issue he had.

**Amber?** declared the next step is to assign the values. Is the inventory done? Kim was saying that property stickers were being put on equipment, like a (*high LSC sticker or a SILC?*), they didn't care, they were just putting stickers on equipment. It was alarming because if all the equipment is stickered SILC?

**Kirk** said that there was some organization to it. We knew we had preschools in one place, so we didn't divvy up, because there was no other way to do it. But we did distribute evenly. For instance, what part of this computer lab is going to SILC. Right now, his priority is combine them, even preparatory stickers will have to go on. Right now, the state is most concerned that a) you didn't have an inventory done and b) the accuracy and values. That is also on condition of PED, going back in two years, they are saying you better come back to us with a clean audit. That's going to be one of the contingencies of going on after this two year renewal.

**Leah** clarified that there is an inventory now that has an equitable distribution of physical equipment, computers, etc. between the schools. **Kirk** agreed yes. SILC and SPLC were pretty easy in regard to their inventory. It really came down to the SmartLab, things in the common area. There was a process where those things were divvied up pretty evenly as we could get it. **Leah** asked if the next step was assigning values or depreciated values. **Kirk** said yes, and Sean has been working on it, they have a program called Asset Manager. You only have to assign value to two things over \$5,000. So, if it's not worth \$5,000 we don't have to have it as part of the legal inventory. We need to push a little harder to get that completed. **Leah** asked if we need values assigned to everything before the school closes? **Mr. Ivey-Soto** said no, there is a whole asset management part of the school closure process. **Leah** wanted to know the impact if things do not work out between the two boards and preparatory is on its' own without that, and we have just our assets and the physical property that belongs to us on the inventory. **Meredith?** mentioned that theoretically they could come in and take it. **Kirk** said to a certain extent it becomes their property and they do their own inventory. They could certainly put it in a truck and take it up to Santa Fe. The idea is that usually other charter schools will come, there is usually a markdown value on whatever it is, but then they put it up for auction.

**Leah** stated that David Craig it would be basically transferred to us, with the option we would get everything for a minimal price, because we are already here. In theory, if we never came to an agreement the only that would go away is the cash. She made a decision to give it some time, leave the asset letter be for a while.

*The board discussed possible times they could re-meet to discuss some more. They arrived on having another special meeting on Thursday, April 6<sup>th</sup>, 2017 at 5pm.*

**Meredith?** made a motion to table the New Attorney Contract and Physical and Cash Assets Documentation. **Amber?** seconded the motion. **Leah** asked for a voice vote and hearing no objection, the motion passed.

### III. Ongoing Governing Body Business Matters

#### C. New Board Attorney

**Meredith** read an email stating the attorney had not heard back from the managing partner. For now, there is interest in talking to the board about representation and if there is he hears differently he will get back to the board. They are interested in talking to us about it. The issue was we were trying to get him here by tonight, because of the contract PO situation. They have never dealt with a charter school before. He will get back to her.

**Leah** asked what the quickest a PO has ever been approved. **Meredith** interjected that the biggest problem would be the contract. **Kirk** proclaimed that once the contract is signed, we have a two-week kind of process. **Leah** said that the board can expedite that process, at least on their end. **Kirk** agreed, but he also has to put the Vigil Group perceptible in it as well, because of all the legal fees. He talked to Joseph on the way over. **Leah** knows it's doable.

**Meredith** declared there is no issue because of the fact that the other schools have an attorney and if we need one, we are going to get one. It's not fair, or right to expect the five of us to sit in here without some kind of leadership and guidance, when the other schools have that. None of us are attorney's, so we don't know. We are volunteers and we are doing the best that we can, but we can't navigate that, and when they have representation and we don't and we're being met with demands and things we don't know how to deal with. We need representation and we will figure out a way of doing it. **Kirk** agreed, he has to speak to Joseph, because he knows where is the money and where are the lines are. **Leah** said it can be done. **Meredith** asserted it *will* be done, it has to be done. We cannot be put in this position where they have representation and we don't. We are volunteers of the community. We don't have a legal background, we are not going to put ourselves on the line. We are going to figure out a way to get it done.

**Leah** does not know what the exact process is, if we have to go through Joseph and then? **Kirk** explained that the contract itself to Paul through David. **Leah** said we need to get a contract as soon as we can.

**Meredith** made a motion to table the New Attorney item until we get further information on the contract. **Amber** seconded the motion. **Leah** called for a voice vote, and after hearing no opposition the motion carried.

#### **IV. New Business Matters**

##### **A. Date for Next Regular SPLC Governing Council Meeting- scheduled for Thursday, April 27<sup>th</sup>, 2017, 5:00PM**

#### **V. Public Comment**

**Lisa Mora?** is a fifth-grade teacher at SPLC and she wanted to express her gratitude to the board. She recognizes that you are volunteers and you are giving up your time to be here and it's extremely clear that our board is working in the best interest of the students, because they come first, and then the teachers, staff and everything else. She appreciates your continued efforts, and how you stand up for us. The conversations with primary and intermediate teachers, the facts are they are looking for representation to attend both board meetings. (*inaudible*) There is general confusion why the students have not been put first in this entire process. **Leah** made mention that for SPLC meetings you can just show up, but with SILC there is a process to attend and you must register to speak. She suggests looking at the meetings policy and their previous agendas. **Lisa?** thanked her for the heads up and she will pass that information along.

**Lisa?** continued that due to the loss of the minutes at the last board meeting, she was asked to provide copies of her own documentation. Was that still necessary? **Leah** answered that they haven't been approved so any input would be beneficial. **Meredith?** wondered where the minutes they perused came from. **Kirk** answered that they were recreated with the notes and his recollections. He pressed the board to check for accuracy. **Lisa?** volunteered to type up her personal notes and send them to the board at the end of the week. She asked who she should email them to. **Leah** told her to send them to her. The minutes should be online pending approval. **Lisa?** said she will read those minutes and send along any pertinent information to add into the minutes to hopefully help.

**Barbara Bachechi** is a SPLC fifth-grade teacher. As a taxpayer, she is very disappointed what you said regarding she's getting paid to do nothing. She feels like the board works extremely hard. As a taxpayer, she works extremely hard and as a teacher she works extremely hard. She feels like her input is just as important as anybody else's. She's really disappointed in the other board not including our input and thinking that they are gods reigning in Greece somewhere and are controlling her life. It is verily unsatisfactory. It's not just her job, but also the school, everything else that the people before her that have pushed through to get the school where it is today. Kirk sent out an email today, SPLC is number 7 out of 100. How dare anybody want to take that away! Is it worth closing the school? If she was in another position, she would step down. Put the students first, instead of the school closing down in a year. **Leah** retorted that they are going to push to not let that happen. We are doing the very best that we can.

## **VI. Closed Session**

**Leah** called for a motion to go into closed session. **Meredith** made a motion that Southwest Primary Learning Center go into closed session only in discussion of ongoing HA Evaluation and Limited Personnel Matters Pursuant to NMSA 1978, Section 10-15-1 (H)(2) will be discussed with the option to invite Kirk Hartom, our Head Administrator in. **Amber** seconded the motion. **Leah** asked **Amber** for a roll call. **Amber** called Leah Graham, Ken Chapman, Meredith Winters, Marvin Larsen, and Amber Romero. All present. **Leah** announced closed session.

### **A. Discussion of ongoing Interim HA Evaluation**

### **B. Limited Personnel Matters Pursuant to NMSA 1978, Section 10-15-1 (H) (2)**

## **VII. Open Session**

**Meredith** made a motion the Southwest Primary Learning Center go back into open session and only the discussion of the ongoing Interim HA Evaluation and Limited Personnel Matters Pursuant to NMSA 1978, Section 10-15-1 (H)(2) were discussed. **Amber** seconded the motion. **Leah** asked for a voice vote and after hearing no objection the motion passed.

**Leah** asked for **Amber** call roll. **Amber** called Leah Graham, Ken Chapman, Meredith Winters, Marvin Larsen, and Amber Romero. All were present.

### **A. Interim HA Evaluation**

**Leah** proclaimed that there is no action that needs to be taken right now. She called for a motion to table it. **Meredith** made a motion to table any action to the Interim HA Evaluation since it was noted as an action item on the agenda. **Amber** seconded the motion. **Leah** called for a voice vote and hearing no objection the motion passed.

**Leah** did want to make a statement that they did provide an Interim evaluation to our Head Administrator, Kirk Hartom.

### **B. Head Administrator contract renewal vote is being documented after loss of February 23<sup>rd</sup>, 2017 minutes**

**Leah** wanted to again table the action since there was no action on that. She called for a motion to table it. **Meredith** made a motion to table the action for the Head Administrator contract renewal vote. **Amber** seconded the motion. **Leah** called for a voice vote, and after hearing no opposition, the motion carried.

**Leah** made a statement for the record that because of the theft of the recorder and loss of the minutes during the February meeting. We did take a vote whether or not to renew the Head Administrator contract for Kirk Hartom for next school year. That vote was not to renew. On the March 15<sup>th</sup> meeting we did reconsider (*inaudible*) proposal and because of that at this time no further action will be taken. We hope to meet soon with the SILC board.

**VIII. Adjournment**

**Leah** made a motion to adjourn the meeting. **Amber** seconded the motion. **Leah** called for a voice vote and after no opposition the motion carried.

DRAFT