



NOTICE AND AGENDA  
REGULAR MEETING OF THE GOVERNING COUNCIL OF  
SOUTHWEST AERONAUTICS, MATHEMATICS & SCIENCE ACADEMY  
(See Special Procedures Below)

February 17, 2023

2:00 p.m.

SAMS (NEW) Board Room and Internet/Call-in

SAMS MISSION

The mission of the Southwest Aeronautics, Mathematics and Science Academy is to prepare students, with attention to high-risk students, in grades 7-12 in an integrative STEM 21st century educational environment which offers a unique option in aeronautics. Students will be competent in the reading, writing, mathematics, science, technology, and problem-solving skills necessary for success in post-secondary education, high-tech, or aviation related careers.

- I. Call to Order
  - A. Roll Call
  - B. Adoption of the Agenda\*
  - C. Review/Approval of Minutes from January 20, 2023 Regular Meeting\*
- II. Public Comment (comments will be limited to two minutes) – see attached Special Procedures for more information
- III. Ongoing Business Matters
  - A. Aviation Program Update
  - B. Facility Update
  - C. SAMS Wellness Committee Update
- IV. Administrative Update
  - A. Student Achievement Update
- V. New Business Matters
  - A. Bode Aviation Contract (discussion/action) \*
  - B. Inventory Disposal List (discussion/action) \*
  - C. Herrera Coaches Contracts (discussion/action) \*
  - D. 2023 Open Meetings Resolution (discussion/action) \*
  - E. Election of Officers: President, Vice President, and Secretary (discussion/action) \*
- VI. Governing Council Development
  - A. Discussion with Kelly Callahan
  - B. SAMS Academy Governing Council Bylaws and Board Policy Discussion
  - C. Strategic Planning Discussion
    1. New Facility Construction
    2. Mission Statement Revision



Above. And beyond.

3. Aerospace Curriculum Implementation to Align with New Mission Statement
4. Planning and Preparation for Charter Renewal

VII. Finance Report

- A. FY 2021-2022 Audit Discussion
- B. Business Office Operations Update
- C. Voucher Approvals (discussion/action) \*
- D. Bank Reconciliation (discussion/action) \*
- E. Budget Adjustment Requests (discussion/action) \*  
BAR 2223-24346-0021-I  
BAR 2223-11000-0022-I

VIII. Announcements

- A. Date for next Regular SAMS Academy Governing Council Meeting

IX. Adjournment\*

Note: \* Indicates Action Item

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Amanda Catanzaro at [acatanzaro@samsacademy.com](mailto:acatanzaro@samsacademy.com) least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact Ms. Catanzaro at the email address above if a summary or other type of accessible format is needed.



Above. And beyond.

## Special Procedures for February 17, 2023 SAMS Governing Council Regular Meeting

The SAMS Governing Council Regular Meeting on February 17, 2023 at 2:00 pm will be held at SAMS Academy and will provide for those not wishing to attend in person access to view and/or participate via Zoom. This will be available to the public, Governing Council members and SAMS staff.

The procedures for accessing the meeting are as follows:

**From a computer, tablet or smartphone**, enter the following URL:

<https://us04web.zoom.us/j/5383341131?pwd=UWpFVWNQejFoRDRYMct3OXlEdkxhUT09>

OR

**Call one of the following numbers:**

1-669-900-6833

1-301-715-8592

1-253-215-8782

*(Because of the increase of Zoom for meeting use, the phone numbers may appear to be busy at first. Keep trying until you get through.)*

Meeting ID: 538 334 1131

Access Code: 4100

You will also be asked to enter your (optional) participant ID. Just follow the spoken directions (press #) to skip this step, as it is not needed for this meeting.

Public comment will be allowed during the meeting either via Zoom or in person. To speak during public comment, please email your request to speak with your name to [acatanzaro@samsacademy.com](mailto:acatanzaro@samsacademy.com) up to twenty-four hours prior to the meeting. Requests to speak made after twenty-four hours prior to the meeting will not be honored. Speakers will be un-muted to address the Governing Council. Public comments will be limited to two minutes. The public may email comments to Amanda Catanzaro [acatanzaro@samsacademy.com](mailto:acatanzaro@samsacademy.com). Email comments will be kept with the records of the meeting.

Audio and video recording of the open meeting will be available upon request.

Should anyone wishing to join the meeting via the internet have issues accessing the meeting you may contact Amanda Catanzaro at 505-715-3420.

These procedures are subject to revision given changing circumstances. Please check the SAMS website for any updates to these procedures.



**GOVERNING COUNCIL**

Regular Meeting of the SAMS Academy Governing Council on Friday, January 20, 2023

via Zoom.us

**BOARD MEMBERS PRESENT**

Larry Kennedy, Laura Kohr, Roland Dewing, Farrah Nickerson, Mike Deveraux, Brandy Bond, and Alex Carothers (late @2:08 pm)

**BOARD MEMBERS ABSENT**

Mike Romo

**ALSO IN ATTENDANCE**

Bridget Barrett, Amanda Catanzaro, Lauren Chavez, Sean Fry and Kelly Callahan

**PUBLIC**

none

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

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

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

**I. Call to Order**

Larry Kennedy called to order the Regular Meeting of the Governing Council for the Southwest Aeronautics, Mathematics, and Science Academy on January 20, 2023 at 2:03 p.m. on Zoom.us.

**A. Roll Call**

Larry Kennedy asked Amanda Catanzaro to call roll. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Mike Deveraux, Brandy Bond, and Larry Kennedy.

**B. Adoption of the Agenda\***

Larry Kennedy asked for a motion to approve the agenda. Mike Deveraux made a motion to approve the agenda. Farrah Nickerson seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Mike Deveraux, Brandy Bond, and Larry Kennedy; all voted yes. The motion carried unanimously.

**C. Review/Approval of Minutes from December 9, 2022 Special Meeting\***

Larry Kennedy asked for a motion to approve the minutes from the December 9, 2022 Special Meeting. Farrah Nickerson made a motion to approve the minutes from the December 9, 2022 Special Meeting. Brandy Bond seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Mike Deveraux, Brandy Bond, and Larry Kennedy; all voted yes. The motion carried unanimously.

**II. Public Comment**

Larry Kennedy asked Bridget Barrett and Amanda Catanzaro if there was any public comment. There were no public comments.

Alex Carothers entered the meeting at 2:08 p.m.

**III. Ongoing Business Matters**

**A. Aviation Program Update**

Dr. Lauren Chavez presented that they have flown about 16.5 hours since last meeting. Three students are scheduled take their check rides, the first is February 6<sup>th</sup>. Three 10<sup>th</sup> graders passed the FAA knowledge exam. The airplane is running fine. The Redbird SIM and smaller SIMS have all been moved into the new building. One student earned their drone license over break and another brand new student to SAMS received the drone scholarship. Young Eagles event is

scheduled for February 4<sup>th</sup> (correction from printed report). Nothing new to report regarding CAP but now that we are settling in the new building, that will hopefully get up and running. Shared monthly expenses and hangar rental fees which went up slightly to \$357/month. Question was asked about the RedBird completion status. The new part is in the aviation room, we just need to find some time to try and finalize the set-up and see if it works now that we have full power. Just trying to find the time right now to get that completed.

**B. Facility Update**

Larry Kennedy stated that we are promised the Certificate of Occupancy (CO) by end of business day today. Fire marshal final inspection is scheduled for 3:00 PM. Discussion about back-up plan if the school cannot be opened on Monday. Teacher's are ready to be back and hopefully kids will be in the building on Monday.

**C. SAMS Wellness Committee Update**

Laura Kohr presented and shared there are no updates this month as the focus has been on the move and getting that completed. Building took precedence. Next priority is to work on the mission statement. Alex is working on a timeline of milestones. Kelly Callahan stated that this is great and that this committee is always moving forward and working on continuous improvement.

**IV. Administrative Update**

**A. Student Achievement Update**

Bridget Barrett presented the Academics update and student progress numbers including breakdown of grades from semester one. We have set-up a Friday support classes for students that are struggling. In What's Happening, shared information about the move and awaiting the CO. During this period of remote learning time, teacher's reached out to every sponsor student to make sure that schedules were correct and students had what they needed to be successful. Discussion around the Air Force JROTC at Volcano Vista requesting the use of the SIM. Discussion about creating an MOU and bringing that to the board for approval before this takes place.

Current enrollment numbers are 286 and we are receiving new applications all the time.

Staff completed a professional development around "Meeting the Moment: Recognizing Racism through Recognition and Response."

There are no reported cases of COVID since we have been remote.

Shared Mission Minute; Joy Garrett is very excited to see our new school building. We will be having a Grand Opening/Open House very soon.

Laura Kohr asked if teachers were communicating with students only or with parents during the remote learning time. Discussion was that it depended on the

teacher, but that the expectation was to connect with the student. Administration shared that we are moving to a new communication platform, SwiftK12, that will allow for easier messaging to families. Board stated that they would like to have more communications from the teachers to the families/parents and hear from all the teachers, not just the sponsor teacher. Discussion around teachers sharing expectations with students and families at the beginning of each semester.

Alex Carothers stated that KOT filming is ready and excited to come to the schools Grand Opening. Board members should send Ms. Barrett any contacts that they believe should receive an invitation to the Grand Opening.

Farrah Nickerson asked questions about the JROTC from Volcano Vista wanting to use the SIM. Wanted to know who pays for damages if it gets broken? Would the MOU be approved by the GC prior to use? Would there be a charge for them to use? Discussion about allowing them to use the SIM at all and how does that benefit SAMS Academy? Vetting should take place and questions should be asked before we agree to any use from outside.

## **V. New Business Matters**

### **A. Bode Aviation Contract\***

Larry Kennedy asked for a motion to table this until next meeting so that the contract could be shared with Bode following changes proposed by legal counsel. Farrah Nickerson made the motion to table the Bode Aviation Contract until next meeting. Alex Carothers seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Mike Deveraux, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

### **B. PSFA Project Closeout\***

Amanda Catanzaro presented information regarding the closeout of two previous years of PSFA project funding. Larry Kennedy asked for a motion to allow board president to sign PSFA Project Award letters. Farrah Nickerson made the motion. Brandy Bond seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Mike Deveraux, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

### **C. School Safety Plan\***

Mike Deveraux left the meeting at 2:56 p.m.

Amanda Catanzaro shared the School Safety Plan that was designed with assistance from Paul Aguilar. This plan will be submitted to the PED. Farrah Nickerson requested that the photo on the front cover be updated prior to submission. Larry Kennedy asked for a motion for the approval of the School

Safety Plan as written with an update to front cover picture. Alex Carothers seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**D. Inventory Disposal List\***

Amanda Catanzaro requested this be tabled until next meeting. Larry Kennedy asked for a motion to table this discussion until next meeting. Alex Carothers made the motion. Farrah Nickerson seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**E. Lease Purchase Agreement First Amendment Update**

Larry Kennedy shared that the LPA Amendment was approved by PED. Larry signed it on 1/5/2023 and sent it to Steve Nakamura who signed it on 1/16/2023.

**VI. Governing Council Development**

**A. Discussion with Kelly Callahan**

Kelly congratulated everyone on the new building. The Governing Council is sitting at 6 hours completed of required training for the year.

**B. SAMS Academy Governing Council Bylaws and Board Policy Discussion**

Larry Kennedy wanted to make sure that they get updated on the website. Ms. Barrett said that she is working on cleaning up the final document that was approved and will then get it posted.

**C. Strategic Planning Discussion**

1. New Facility Construction- completed
2. Mission Statement Revision- Wellness Committee is working on this
3. Aerospace Curriculum Implementation to Align with New Mission Statement- Wellness Committee is working on this
4. Planning and Preparation for Charter Renewal- Kelly Callahan shared PEC Charter Renewal Application Process Overview. Many elements are based on the site visit documentation that takes place annually. First thing to decide is if the school is planning on continuing with their current authorizer, in SAMS case, PEC. The application is due by statute on 10/1 but we should ask for that to be clarified because the PEC/CSD packet states due 9/15.  
Discussion around reasons for non-renewal. Material violations, not having substantial progress towards performance data that matches your charter goals, failing to meet fiscal management, or violation of provision of the law. Negotiation of terms of the contract and creating mission specific goals will follow the charter renewal hearing.

Kelly Callahan suggested that we check in with CSD and find out if SAMS Academy is on an expedited renewal.

For this semester, the main focus should be on getting the required parent and staff signatures of support. These are based on 120 day from SY23. If we are having any kind of event, we should try to get as many signatures as possible. Students over the age of 18 can sign for themselves.

## **VII. Finance Report**

### **A. Business Office Operations Update**

Sean Fry presented that SAMS Academy has received 51.14% of budgeted Operational revenue and expended 36.40% of budget through the end of the month. Expenditures are on track for the year. SAMS Academy is waiting on just under \$300,000 in reimbursements.

### **B. Voucher Approvals\***

Sean Fry presented the Voucher Approvals for November 2022. Larry Kennedy asked for a motion to approve the Voucher Approvals. Farrah Nickerson made the motion. Laura Kohr seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

Sean Fry presented the Voucher Approvals for December 2022. Larry Kennedy asked for a motion to approve the Voucher Approvals. Farrah Nickerson made the motion. Alex Carothers seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

### **C. Bank Reconciliation\***

Sean Fry presented the Bank Reconciliations for November 2022. Larry Kennedy asked for a motion to approve the Bank Reconciliations. Farrah Nickerson made the motion. Laura Kohr seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

Sean Fry presented the Bank Reconciliations for December 2022. Larry Kennedy asked for a motion to approve the Bank Reconciliations. Farrah Nickerson made the motion. Alex Carothers seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**D. Budget Adjustment Requests\***

Sean Fry presented the BARs. BAR 2223-24346-0014-T is a transfer BAR of CRRSA funds. \$20,000 to be used on the new Chromebooks that were purchased for student use. BAR 2223-11000-0015-I is an increase BAR for the LANL Foundation who provided funding for students to attend the Governor’s STEM Challenge in the amount of \$750. BAR 2223-11000-0016-IB is an initial budget for the Career Technical Education Program in the amount of \$6,832 to be used on paying a small portion of the salaries and benefits of STEM teacher. BAR 2323-23000-0017-I is an initial BAR in the amount of \$10,000 from student lab fees to be used on instructional materials online digital subscriptions. BAR 2223-26113-0018-I is an initial BAR in the amount of \$2,467 from E-rate to be used against expenditures already spent on the project.

Larry Kennedy asked for a motion to approve the described BARs. Farrah Nickerson made a motion to approve the BARs. Alex Carothers seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**VIII. Announcements**

The next meeting of the governing council will be a regular meeting scheduled for February 17, 2023 at 2:00 p.m. in the new building.

**IX. Adjournment\***

Larry Kennedy called for a motion to adjourn. Farrah Nickerson made a motion to adjourn. Brandy Bond seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Laura Kohr, Roland Dewing, Farrah Nickerson, Brandy Bond, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

The regular meeting of the Governing Council for the Southwest Aeronautics, Mathematics and Science Academy adjourned on January 20, 2023 on zoom.us at 3:45 p.m.



## Monthly Report - February 17, 2023

All figures and outcomes are based on the date of this report - February 7, 2023.

### FLIGHT TRAINING:

- **Flights** - We flew 17.9 hrs since the last board report. Julian Lovato's checkride is/was Feb. 8. We should have 1-2 more in March. We've had two more students pass their FAA Private Pilot Knowledge Exam (92% and 93%, and we have two more scheduling their exams now.)
- **Aircraft Status** - The 100 hr is due in 20 hrs. I've already reached out to our A&P. The airplane is flying great, with no further tachometer issues.
- **Sims** - We are still working on getting the Redbird operational.
- **Drone** - 2-3 more students got their Drone Pilot Ground School Scholarships!

### GROUND CLASSES STATUS:

- Classes are going really well. They are very motivated and soooo many are passing their exams! They are also doing better staying on track in Edgenuity, knowing they otherwise wouldn't be able to fly.

### ADDITIONAL:

- **EAA/Young Eagles** - The first event was a huge success with 12 SAMS kids getting to fly (and all of the other HUGE benefits.) The next event is scheduled for March 4, and I already have kids waiting for it.
- **CAP** - Nothing new, but hopefully soon?
- **ATC Internship** - next one is February 27th!
- **A&P Internship** - Very promising!

### EXPENSES:

- **Fuel:** Please see the finance report (World Fuel). I estimated \$1260, based on hours flown and average fuel cost.
- **Maintenance:** \$0 (the A&P didn't even charge to troubleshoot the tachometer.)
- **Hangar Rental:** \$357 per month (up from \$325)

- **Insurance:** Annual Premium \$ 5,511.00 (I just submitted renewal paperwork, and expect the price to increase by 25-50%, as previously mentioned.)

FEBRUARY 2023

## ADMINISTRATIVE UPDATE



### ACADEMICS

70% enrollments are behind on target progress (35%)  
5% enrollments are above 75% progress  
34% enrollments below 60% actual grade  
44% enrollments above 70% actual grade  
19% enrollments above 90% actual grade  
Middle of Year report with Edgenuity scheduled for March GC Meeting

### WHAT'S HAPPENING?



Grand Opening/Open House  
CAPs Color Guard  
Equity Council Table  
Archery Table  
Homeroom Correspondence/Lunches  
Door Decorating Contest



### ENROLLMENT

280 enrolled students for 120 day  
111 students in the middle school  
169 students in the high school  
Now accepting applications for the 23/24 School Year

Staff PD:  
McKinney Vento Training  
New Equity Council Lead-Audra Hays



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No cases have been reported thus far in February.



### COVID

Before NASP I had never done any sports or been on a real team. I am not an athletic person, and have always felt left out. I could never make it onto a sports team if I wanted to, but archery is different. It isn't about how fast or long you can run, or how high you can jump, it's all about coordination and skill. On the archery team I found my people. They are all so sweet and have never made me feel out of place... (Kierstynn Wehner)



### MISSION MINUTE

## AGREEMENT FOR SERVICES

This Agreement for Services (the "Agreement") is by and between SAMS Academy at 6441 Ventana Rd. NW, Albuquerque, NM 87114 (hereinafter "SAMS"), and **Bode Aero Services, Inc.** at 7401 Atrisco Vista Blvd, Albuquerque, NM 87120 (hereinafter the "Company"). This agreement shall commence with an effective date of July 1, 2022 and terminate on June 30, 2026 unless terminated earlier as provided herein.

WHEREAS, SAMS finds that the Company is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, SAMS finds that the Company is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of SAMS's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

### 1. SERVICES.

1.1 Services to SAMS. The Company shall provide the following ("Services") to SAMS:

**Exclusive use of Aircraft hangar at Double Eagle II Airport for 1 single engine airplane consistent with the hangar heretofore provided.  
Aircraft fuel at Double Eagle II Airport on an as-needed basis.  
The services will support SAMS' career and technical education program**

### 2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. :

- **Hangar Rental is \$357 /month.**
- SAMS agrees that fuel costs may vary depending on factors beyond the Company's control and that the Company will charge the SAMS a price per gallon equal to the posted price at the time of each fuel delivery. Payment for all fuel service delivered during a month due by the 10<sup>th</sup> of the following month.
- **Total costs not to exceed \$38,650 over the term of the Agreement.**

2.2 Reimbursable Costs. Not Used

2.3 Invoicing.

(a) Invoices will be submitted ten (10) days prior to the payment due date. Payment is due as per section 2.1 of this agreement. If SAMS has any valid reason for disputing any portion of an invoice, SAMS will so notify the Company within three (3) business days of receipt of invoice by SAMS, and if no such notification is given, the invoice will be deemed valid. The portion of the Company's invoice, which is not in dispute, shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by SAMS will thereafter be applied first to accrued interest and then to the principal unpaid balance. Solely to the extent allowed by law for a

New Mexico charter school, SAMS shall pay any attorney fees, court costs, or other costs incurred in collection of delinquent accounts. If payment of invoices is not current, the Company may suspend performing further work.

2.4 Taxes. SAMS shall reimburse the Company for gross receipts tax, if any, payable in providing the services. The Company shall submit billing for expenses and taxes, separately itemized on its monthly billing. The Company shall pay all federal, state, and local taxes, including but not limited to income taxes and FICA taxes, as may be imposed or levied upon the revenues earned or derived by its efforts under the Agreement. It is expressly understood and agreed that SAMS shall not withhold or be responsible in any way for the payment of such taxes.

### 3. CHANGES.

SAMS may, with the approval of the Company, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or the Company may be directed to change the direction of the work covered by the Task Order, but no change will be allowed unless agreed to by the Company in writing.

### 4. STANDARD OF CARE.

The Company warrants that the services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY THE COMPANY CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

### 5. LIABILITY.

5.1 Insurance; Liability. The Company shall purchase and provide SAMS with a copy of a liability insurance policy, including but not limited to general, professional liability and employment practices liability insurance, in relation to the services provided under this Agreement during the term of this Agreement with limits at least equivalent to those specified in the New Mexico Tort Claims Act which policy shall name SAMS as an additional insured. Any claim of liability made against SAMS shall be governed by the limitations and immunities specified in the New Mexico Tort Claims Act and the coverage under such Act provided by NMPSIA.

5.2 Indemnification. The Company agrees to indemnify, defend, and hold harmless SAMS and its Governing Council, its individual members, employees, and agents from and against any and all third party claims, demands, costs, damages, settlements, and liabilities (including reasonable attorneys' fees and court costs) of any kind whatsoever, arising from the Company's negligence in the performance of services under this Agreement. Any claim of liability made against SAMS shall be governed by the limitations and immunities specified in the New Mexico Tort Claims Act and the coverage under such Act provided by NMPSIA.

6. MISCELLANEOUS.

6.1 Non-Appropriation; Insecurity and Adequate Assurances. The terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature for performance of this Agreement in the fiscal year which begins July 1, 2023, and in succeeding fiscal years. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature in any fiscal year, this Agreement shall terminate upon thirty (30) days written notice from SAMS to Company, provided that such termination shall not nullify SAMS' obligation to pay Company for such sums as have been previously approved for payment. SAMS' decision as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final. If reasonable grounds for insecurity arise with respect to SAMS's ability to pay for the Services in a timely fashion, the Company may demand in writing adequate assurances of SAMS's ability to meet its payment obligations under this Agreement. Unless SAMS provides the assurances in a reasonable time and manner acceptable to the Company, in addition to any other rights and remedies available, SAMS may partially or totally suspend its performance while awaiting assurances, without liability to SAMS.

6.2 Termination. This agreement may be canceled by either party with 90 day written notice with or without cause and for any reason, which need not be expressed. In the case of a violation of the terms and conditions of this Agreement, the non-breaching party may terminate this Agreement immediately.

6.3 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.4 Modification and Waiver. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.5 Independent Contractor. The Company is an independent contractor of SAMS.

6.6 Notices. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to the Company:

Bode Aero Services, Inc.  
PO Box 19006  
Albuquerque, NM 87119

If to SAMS:

SAMS Academy  
6441 Ventana Rd. NW  
Albuquerque, NM 87114

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.7 Assignment. The Agreement is not assignable or transferable by SAMS. This Agreement is not assignable or transferable by the Company without the written consent of SAMS, which consent shall not be unreasonably withheld or delayed.

6.8 Disputes. The Company and SAMS recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanism and procedures to resolve disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution. Failing resolution of conflicts at the organizational level, the Company and SAMS agree that any remaining conflicts arising out of or relating to this Contract shall be submitted to nonbinding mediation unless the Company and SAMS mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the parties may take other appropriate action subject to the other terms of this Agreement.

6.9 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.10 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or scanned signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.21 Cooperation. SAMS will cooperate with the Company in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. SAMS agrees that the Company's performance is dependent on SAMS's timely and effective cooperation with the Company. Accordingly, SAMS acknowledges that any delay by SAMS may result in the Company being released from an obligation or scheduled deadline or in SAMS having to pay extra fees for the Company's agreement to meet a specific obligation or deadline despite the delay.

6.32 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of New Mexico, without regard to the principles of conflicts of law. Except as specified in the dispute resolution provisions set forth above, the parties agree and consent to the exclusive jurisdiction of the courts of Bernalillo County, State of New Mexico for all purposes regarding this Agreement. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

6.13 Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between SAMS and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

6.4 Force Majeure. The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.5 Use By Third Parties. Work performed by the Company pursuant to this Agreement is only for the purpose intended and may be misleading if used in another context. SAMS agrees not to use any documents produced under this Agreement for anything other than the intended purpose without the Company's written permission. This Agreement shall, therefore, not create any rights or benefits to parties other than to SAMS and the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Date: \_\_\_\_\_

SAMS

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

BODE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

SAMS Academy						
Inventory Disposition Listing						
Disposition #1 2-17-23						
						
Above: Ang bound						
Tag #	Description	Serial #	Fixed Asset (Y/N)	Acquisition Value	Federal Funds (Y/N)	Disposition
SAM000021	Phone		N	N/A		City of ABQ
SAM000026	Phone		N	N/A		City of ABQ
SAM000043	Phone		N	N/A		City of ABQ
SAM000064	Phone		N	N/A		City of ABQ
SAM000080	Phone		N	N/A		City of ABQ
SAM000092	Table		N			Donation to City of A
SAM000150	Table		N			Donation to City of A
SAM000187	Desk		N			Dispose (Broken)
SAM000188	Desk		N			Dispose (Broken)
SAM000299	Phone		N	N/A		City of ABQ
SAM000300	Phone		N	N/A		City of ABQ
SAM000303	Phone		N	N/A		City of ABQ
SAM000371	Phone		N	N/A		City of ABQ
SAM000383	Hard Wired Table		N			Donation to City of A
SAM000384	Hard Wired Table		N			Donation to City of A
SAM000385	Hard Wired Table		N			Donation to City of A
SAM000387	Hard Wired Table		N			Donation to City of A
SAM000435	Hard Wired Table		N			Donation to City of A
SAM000436	Hard Wired Table		N			Donation to City of A
SAM000437	Hard Wired Table		N			Donation to City of A
SAM000438	Hard Wired Table		N			Donation to City of A
SAM000439	Hard Wired Table		N			Donation to City of A
SAM000440	Hard Wired Table		N			Donation to City of A
SAM000444	Hard Wired Table		N			Donation to City of A
SAM000445	Hard Wired Table		N			Donation to City of A
SAM000446	Hard Wired Table		N			Donation to City of A
SAM000447	Hard Wired Table		N			Donation to City of A
SAM000450	Hard Wired Table		N			Donation to City of A
SAM000451	Hard Wired Table		N			Donation to City of A
SAM000454	Hard Wired Table		N			Donation to City of A
SAM000455	Hard Wired Table		N			Donation to City of A
SAM000496	Chair		N			Dispose (Broken)
SAM000534	Hard Wired Table		N			Donation to City of A
SAM000552	Hard Wired Table		N			Donation to City of A
SAM000553	Hard Wired Table		N			Donation to City of A
SAM000555	Hard Wired Table		N			Donation to City of A
SAM000556	Hard Wired Table		N			Donation to City of A
SAM000560	Hard Wired Table		N			Donation to City of A
SAM000561	Hard Wired Table		N			Donation to City of A
SAM000562	Hard Wired Table		N			Donation to City of A
SAM000563	Hard Wired Table		N			Donation to City of A
SAM000566	Hard Wired Table		N			Donation to City of A
SAM000567	Hard Wired Table		N			Donation to City of A
SAM000568	Hard Wired Table		N			Donation to City of A
SAM000570	Hard Wired Table		N			Donation to City of A
SAM000571	Hard Wired Table		N			Donation to City of A
SAM000572	Hard Wired Table		N			Donation to City of A
SAM000573	Hard Wired Table		N			Donation to City of A
SAM000575	Hard Wired Table		N			Donation to City of A
SAM000576	Hard Wired Table		N			Donation to City of A
SAM000577	Hard Wired Table		N			Donation to City of A
SAM000578	Hard Wired Table		N			Donation to City of A
SAM000579	Hard Wired Table		N			Donation to City of A
SAM000580	Hard Wired Table		N			Donation to City of A
SAM000581	Hard Wired Table		N			Donation to City of A
SAM000582	Hard Wired Table		N			Donation to City of A
SAM000583	Hard Wired Table		N			Donation to City of A
SAM000585	Hard Wired Table		N			Donation to City of A
SAM000586	Hard Wired Table		N			Donation to City of A
SAM000608	Hard Wired Table		N			Donation to City of A
SAM000609	Hard Wired Table		N			Donation to City of A









## **Disposition of Obsolete Furniture and Technology Equipment**

School Administration and Governing Council are aware of the requirements for the disposition of obsolete, worn-out, or unusable equipment purchased with public funds pursuant to 13-6-1 et seq. NMSA, 1978. In addition, any digital equipment with storage capabilities are required to have their hard drives sanitized pursuant to 2.2.2.10 (T), NMAC. To that end, the school has secured the services of LDD Consulting, a local technology firm who provides support to a number of charter schools in New Mexico, to certify erasure of hard drives of the technology equipment itemized on the attached list.

**Capital Assets Identified: Urethane Floor Gym, Soccer Field, Shade Structure Outside Cafeteria, Business Office Remodel Project, Main Lab Workstation Addition, Main Lab Expansion, Field Track, Updates to Increase Separation, APIC Surveillance, APIC Surveillance Camera, Modelar Cubicles and Desks for Lobby, Blue Divider Screen in Gym**

Method of Disposition for Technology Equipment: The charter school will arrange for disposition/donation to another charter school who has demonstrated the need for such equipment. Any electronic equipment unable to be donated will be sent to either ABQ Recycling or Adelante Electronics who are both R2 and ISO-14001 certified.

Method of Disposition of Non-Technology Equipment is identified by item: Items that were affixed or unreasonable to remove within the 4100 Aerospace Pkwy facility will be donated to the City of Albuquerque. Items that were broken to the point of unrepair will be disposed of properly.

Contact Person for Questions: Amanda Catanzaro, Director of Operations - (505) 608-6441 or [acatanzaro@samsacademy.com](mailto:acatanzaro@samsacademy.com)

The disposition was included as an Action Item on the agenda of a duly posted meeting of the charter school Governing Council held on February 17, 2023 whereby it was discussed, voted on, and approved. Signature of Council Secretary and President certifying the approval of the disposition:

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Larry Kennedy  
Governing Council President

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Roland Dewing  
Governing Council Secretary

**13 FLEET SERVICE CONTRACT (FORM)**

THIS AGREEMENT is made and entered into as this 22ND day of JUNE,  
2022, by and between SAMS ACADEMY hereinafter called "**BOARD**"  
(local board of education)  
and HERRERA COACHES INC herein after referred to as "**CONTRACTOR.**"  
(contractor )

WITNESSETH:

WHEREAS, BOARD has engaged **CONTRACTOR** to provide the pupil transportation services described herein; and

WHEREAS, **CONTRACTOR** desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:  
[12-31-98]

**13.1 TERM**

The term of this agreement shall commence JULY 1, 2022 and shall continue through JUNE 30, 2023. This contract may be renewed annually thereafter on the same terms and conditions at the option of the **BOARD**. [12-31-98]

**13.2 SCOPE OF SERVICES**

a. **CONTRACTOR** shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the **BOARD** consistent with the terms of this contract.

b. **CONTRACTOR** shall, provide for the efficient management of the transportation services as set forth herein. **CONTRACTOR** shall advise the **BOARD** of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the Secretary of Education approved criteria and definition of developmentally disabled, and for the

transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for 174 school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/174th of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.  
[12-31-98]

### 13.3 COMPENSATION

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$0.00 for purchase allowance/rental fees, and \$144,375.00 for services herein for a total of \$144,375.00 to be paid in consecutive monthly installments as follows: 10 equal installments of \$14,437.50 each, and a final installment of \$0.00, commencing on the 1<sup>ST</sup> day of AUGUST, 2022.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]  
[12-31-98]

### 13.4 FUEL

**CONTRACTOR** shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

### **13.5 OPERATION AND MAINTENANCE**

a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education Regulations.

b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.

c. **CONTRACTOR** shall ensure that buses operating under this contract meet established Secretary of Education safety inspection requirements.  
[12-31-98]

### **13.6 SALARIES**

**CONTRACTOR** shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

### **13.7 ROUTES AND SCHEDULES**

a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.

b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:

c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.  
[12-31-98]

### **13.8 RECORDS AND REPORTS**

a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both

before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met. [12-31-98]

### 13.9 INDEMNIFICATION

**CONTRACTOR** shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

### 13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**. [12-31-98]

### 13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than <sup>2</sup>\_\_\_\_\_ hours before service. [12-31-98]

### 13.12 SAFETY

**CONTRACTOR** shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

### 13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

### 13.14 TERMINATION OF CONTRACT BY BOARD

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract, or regulations and policies of the Secretary of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR**

under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

[12-31-98]

### **13.15 TERMINATION OF CONTRACT BY CONTRACTOR**

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.

d. This contract shall not be assigned to another individual or corporation.

e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the DISTRICT an amount equal to the value calculated.

f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

\_\_\_\_\_ BOARD OF EDUCATION

BY: \_\_\_\_\_ PRESIDENT

ATTEST: \_\_\_\_\_ SECRETARY

[12-31-98] Angela Lussier CONTRACTOR





13.18

APPENDIX B

FLEET CONTRACT PAYMENT SCHEDULE

2022 - 2023 SCHOOL YEAR

This contract approved by the SAMS ACADEMY  
on JUNE / 22 / 2022 (BOARD)  
for HERRERA COACHES INC  
(CONTRACTOR)

to operate 3 buses/routes set forth in Appendix A to provide school transportation services includes the following amounts deemed necessary for **CONTRACTOR** to carry out the terms of the contract safely, efficiently, and economically:

I. BUS PURCHASE/RENTAL FEE:	\$ <u>0.00</u>
II. TRANSPORTATION SERVICES: (Estimated Budget)	
a. Fuel	\$ <u>43,375.00</u>
b. Operation & Maintenance and All other expenses	\$ <u>41,000.00</u>
c. Salary and Benefits	\$ <u>60,000.00</u>
Total Transportation Services	\$ <u>144,375.00</u>
III. Total Estimated Budget [12-31-98]	\$ <u>144,375.00</u>

**13 FLEET SERVICE CONTRACT (FORM)**

THIS AGREEMENT is made and entered into as this 22ND day of JUNE,

2022, by and between SAMS ACADEMY hereinafter called "**BOARD**"  
(local board of education)

and HERRERA COACHES INC herein after referred to as "**CONTRACTOR.**"  
(contractor )

WITNESSETH:

WHEREAS, **BOARD** has engaged **CONTRACTOR** to provide the pupil transportation services described herein; and

WHEREAS, **CONTRACTOR** desires to provide such transportation services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:  
[12-31-98]

**13.1 TERM**

The term of this agreement shall commence JULY 1, 2022 and shall continue through JUNE 30, 2023. This contract may be renewed annually thereafter on the same terms and conditions at the option of the **BOARD**. [12-31-98]

**13.2 SCOPE OF SERVICES**

a. **CONTRACTOR** shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the **BOARD** consistent with the terms of this contract.

b. **CONTRACTOR** shall, provide for the efficient management of the transportation services as set forth herein. **CONTRACTOR** shall advise the **BOARD** of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the Secretary of Education approved criteria and definition of developmentally disabled, and for the

transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for 174 school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/174th of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.

[12-31-98]

### 13.3 COMPENSATION

a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$66,057.00 for purchase allowance/rental fees, and \$144,375.00 for services herein for a total of \$210,432.00 to be paid in consecutive monthly installments as follows: 10 equal installments of \$21,043.20 each, and a final installment of \$0, commencing on the 1st day of AUGUST, 2022.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]

[12-31-98]

### 13.4 FUEL

**CONTRACTOR** shall furnish all fuel to be used in its performance of this agreement. [12-31-98]

### **13.5 OPERATION AND MAINTENANCE**

a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education Regulations.

b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.

c. **CONTRACTOR** shall ensure that buses operating under this contract meet established Secretary of Education safety inspection requirements.  
[12-31-98]

### **13.6 SALARIES**

**CONTRACTOR** shall provide for salaries and benefits of all employees providing service under the terms of this agreement. [12-31-98]

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a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.

b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:

c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.  
[12-31-98]

### **13.8 RECORDS AND REPORTS**

a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both

before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met.  
[12-31-98]

### 13.9 INDEMNIFICATION

**CONTRACTOR** shall hold **BOARD**, its officers and employees harmless and does hereby indemnify the **BOARD**, its officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act, neglect, default or omission of **CONTRACTOR** in the performance of this agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of **BOARD**, its agents or employees. [12-31-98]

### 13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**.  
[12-31-98]

### 13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, **BOARD** shall notify **CONTRACTOR** not later than 2 \_\_\_\_\_ hours before service. [12-31-98]

### 13.12 SAFETY

**CONTRACTOR** shall be responsible for meeting all safety requirements established by local, state, or federal laws or regulations. A record of training and other safety reporting requirements shall be provided to the **BOARD** upon request. [12-31-98]

### 13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

a. **CONTRACTOR** shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

### 13.14 TERMINATION OF CONTRACT BY BOARD

Subject to procedures hereinafter set forth, the **BOARD** may terminate this contract before its expiration date for violation of law, terms of the contract, or regulations and policies of the Secretary of Education or **BOARD**. The procedures for termination of this contract are as follows:

a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR**

under which the contract is sought to be terminated, with a copy of such notice provided to the State Transportation Director.

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

[12-31-98]

### 13.15 TERMINATION OF CONTRACT BY CONTRACTOR

Subject to procedures hereinafter set forth, the **CONTRACTOR** may cancel this contract before its expiration by the following procedures:

a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.

d. This contract shall not be assigned to another individual or corporation.

e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

\_\_\_\_\_ BOARD OF EDUCATION

BY: \_\_\_\_\_ PRESIDENT

ATTEST: \_\_\_\_\_ SECRETARY

[12-31-98] Angela Pussier CONTRACTOR



13.17

### Appendix A (part II)

#### FLEET CONTRACT

Bus#	Route Mileage	Route Description (area served)
SA40		TBD
SA41		TBD
SA42		TBD

[12-31-98]

13.18

## APPENDIX B

### FLEET CONTRACT PAYMENT SCHEDULE

2022 - 2023 SCHOOL YEAR

This contract approved by the SAMS ACADEMY  
**(BOARD)**  
on JUNE/ 22 / 2022 for HERRERA COACHES INC  
**(CONTRACTOR)**

to operate 3 buses/routes set forth in Appendix A to provide school transportation services includes the following amounts deemed necessary for **CONTRACTOR** to carry out the terms of the contract safely, efficiently, and economically:

I. BUS PURCHASE/RENTAL FEE:	\$ <u>66,057.00</u>
II. TRANSPORTATION SERVICES: (Estimated Budget)	
a. Fuel	\$ <u>43,375.00</u>
b. Operation & Maintenance and All other expenses	\$ <u>41,000.00</u>
c. Salary and Benefits	\$ <u>60,000.00</u>
Total Transportation Services	\$ <u>144,375.00</u>
III. Total Estimated Budget [12-31-98]	\$ <u>210,432.00</u>

**SOUTHWEST AERONAUTICS, MATHEMATICS & SCIENCE  
ACADEMY  
OPEN MEETINGS RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, the Governing Council of Southwest Aeronautics, Mathematics & Science Academy (“SAMS”) met in special session at 6441 Ventana Rd NW, Albuquerque, New Mexico on February 17, 2023 at 2:00 pm as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of this SAMS Governing Council held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires SAMS Governing Council to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by SAMS Governing Council that:

1. All meetings shall be held at 6441 Ventana Rd NW, Albuquerque, New Mexico at 2:00 pm or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the third Friday. The agenda will be available at least seventy-two (72) hours prior to the meeting from the Director of Operations, Amanda Catanzaro [acatanzaro@samsacademy.com](mailto:acatanzaro@samsacademy.com) whose office is located at 6441 Ventana Rd, NW, Albuquerque, New Mexico, and at SAMS’s website, [www.samsacademy.com](http://www.samsacademy.com). Notice of any other regular meetings will be given with at least 72-hour notice in advance of the meeting. The notice shall indicate how a copy of the agenda may be obtained, if the notice and agenda are not provided at the same time.
3. Special meetings may be called by the Chairman or a majority of the members upon reasonable number of days based on community served but not less than 72 hours’ notice. The notice shall

include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting at [www.samsacademy.com](http://www.samsacademy.com), 6441 Ventana Rd NW, Albuquerque, NM.

4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. The SAMS Governing Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chairman or a majority of the members upon twenty-four (24) hour notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the SAMS Governing Council shall report to the attorney general's office the action taken and the circumstances creating the emergency; provided that the requirement to report to the attorney general is waived upon the declaration of a state or national emergency
5. For the purposes of regular meetings described in paragraph 2 of this resolution, notice requirements are met if notice of the date, time, place and agenda is located at [www.samsacademy.com](http://www.samsacademy.com), 6441 Ventana Rd NW, Albuquerque, NM. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings, if any.
6. For the purposes of special meetings and emergency meetings described in paragraphs 3 and 4 of this resolution, notice requirements are met if notice of the date, time, place and how to obtain an agenda is posted at [www.samsacademy.com](http://www.samsacademy.com), 6441 Ventana Rd NW, Albuquerque, NM. Telephone notice also shall also be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings, if any.
7. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting, please contact the Director of Operations, Amanda Catanzaro at [acatanzaro@samsacademy.com](mailto:acatanzaro@samsacademy.com) at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Director of

Operations, Amanda Catanzaro at [acatanzaro@samsacademy.com](mailto:acatanzaro@samsacademy.com) if a summary or other type of accessible format is needed.

8. SAMS Governing Council may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
  - (a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of SAMS Governing Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
  - (b) If a closed meeting is conducted when SAMS Governing Council is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity is given to the members and to the general public.
  - (c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
  - (d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of the discussions in a closed meeting shall be made by vote of SAMS Governing Council in an open public meeting.
9. A Governing Council member may participate in a meeting of the SAMS Governing Council by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting. This rule shall not apply unless a quorum of the members is physically present at the beginning of the meeting at which such member or members are participating by conference telephone or other similar communications equipment. In the event a quorum ceases to be physically present during such meeting, the meeting may continue if a quorum exists as to those members physically present and those participating by conference telephone or other similar communications equipment.
10. Agendas for regular, special and emergency meetings will include public comment at the discretion of the Governing Council President according to the current Governing Council Policy concerning addressing the Governing Council.

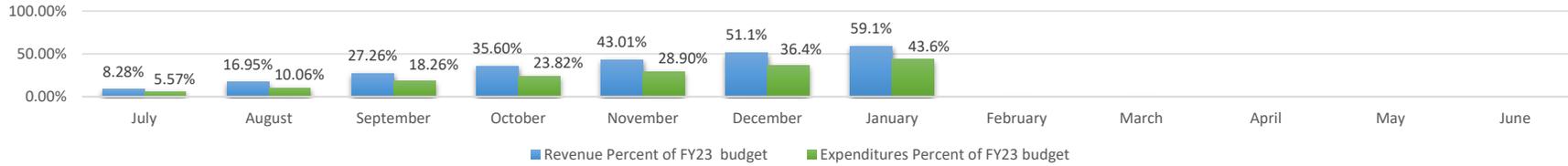
Passed by the Governing Council of Southwest Aeronautics, Mathematics & Science Academy this day of February 17, 2022.

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

# Finance Summary as of January 31, 2023

## Operational Revenue vs. Expenditures



SAMS Academy received 59.12% of budgeted Operational revenue & expended 43.55% of budget through the end of the month.

### Bank Reconciliation:

#### ► January 2023

- Reconciled cash balance at month end was \$1,024,068
- Outstanding items total \$135,405.45
- Revenue exceeded Expenditures by \$84,319.69

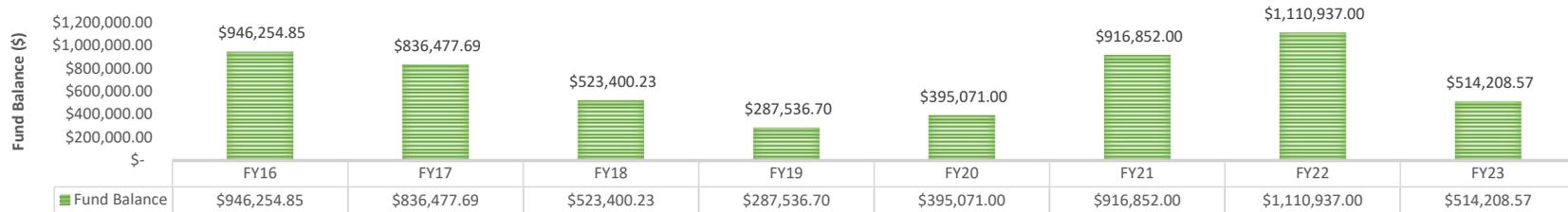
### BARS for Approval:

2223-13000-0021-I  
2223-31400-0022-I

## FY23 OPERATIONAL CASH BALANCE



## HISTORICAL FUND BALANCE





Southwest Aeronautics, Mathematics, and Science Academy

Bank Register Activity

January 2023

Above, And beyond.

Bank	Account Number				
Operating	#7515				
Date	Number	Payee/From	Deposit	Withdrawal	Description
1/3/2023	00022545	December 2022 Bank Fees		\$42.50	Bank Credit Card Fees
1/3/2023	00022546	BANKCARD MTHLY FEES221231		\$78.58	Bank Analysis Fees
1/3/2023	00022549	Process Returned Direct Deposit for Employee Closed Account.		\$1,602.60	Payroll
1/4/2023	CR01-01	Box Tops for Education	\$43.70		
1/5/2023		NM Public Schools Insurance Authority		\$18,145.88	Monthly Employee Insurance
1/6/2023	6038	ABCWUA		\$1,245.46	4100 Aerospace Waste, Water, and Recycle-FINAL
1/6/2023	6039	ACES   Association of Charter Schools Education Services		\$4,543.12	TechManaged Services and Contracted SLP-November 2022
1/6/2023	6040	Canon Financial Services, Inc.		\$1,002.02	Monthly Copiers Lease - Dec 2022
1/6/2023	6041	Cooperative Educational Services		\$1,179.42	Contracted Ancillary
1/6/2023	6042	Antonio J. Mondragon		\$511.81	SMART Lab Electrical Disconnect
1/6/2023	6043	Herrera Coaches, Inc.		\$14,437.50	December Transportation With Bus Leases
1/6/2023	6045	Maloy Mobile Storage Inc.		\$425.25	Cost to Move Storage Unit
1/6/2023	6046	Paula Gonzales		\$210.00	Reimburse for Postage
1/6/2023	6047	Redbird Flight Simulations, Inc.		\$410.00	Parts for Simulator
1/6/2023	6048	World Fuel Services, Inc.		\$358.09	Airplane Fuel
1/9/2023	00022680	Stop Payment Fee Canon Financial Check #5934.		\$25.00	Lost Check
1/10/2023		Internal Revenue Service		\$12,518.49	Payroll Taxes
1/10/2023		NUSENDA FCU		\$36,966.29	Payroll
1/10/2023	CR01-02	SEG Jan 2023	\$252,894.08		
1/18/2023		Canon Financial Services, Inc.		\$969.74	Reissue Payment for #5934
1/18/2023	6049	Accountability and Compliance Resources, LLC		\$122.40	STARS Consulting Payment 4/10
1/18/2023	6050	ACES   Association of Charter Schools Education Services		\$6,045.58	TechManaged Services and Contracted SLP-December 2022
1/18/2023	6051	April Oldham		\$66.96	Reimburse for Printer Ink
1/18/2023	6052	Bode Aviation, Inc.		\$357.00	Hangar Rental
1/18/2023	6053	Cooperative Educational Services		\$972.13	Contracted Ancillary
1/18/2023	6054	Crataegus, LLC		\$464.88	Janitorial Supplies Reimburse
1/18/2023	6055	Moving Solutions, Inc		\$23,346.81	Cost to Move Schools to 6441 Ventana
1/18/2023	6056	New Mexico Gas Company		\$2,851.97	4100 Aerospace Natural Gas - December 2022 - FINAL
1/18/2023	6057	Rave Wireless, Inc.		\$1,562.38	Parent Communicator-Title I
1/18/2023	6058	Brenda S. Griffith- S.G. Consulting Serv.		\$1,616.25	Lobbying
1/18/2023	6059	Stericycle, Inc.		\$420.23	Medical Waste Disposal - January 2023 - Covid Testing Grant
1/18/2023	6060	World Fuel Services, Inc.		\$488.85	Airplane Fuel
1/18/2023	CR01-03	PSCOC E-Rate	\$1,869.37		
1/19/2023	CR01-04AB	Sandoval County Property Tax	\$2,939.81		
1/20/2023	CR01-05	Bernalillo County Property Tax Dist.	\$119,729.38		
1/21/2023	CR01-06	Spirit Wear	\$22.33		
1/23/2023	00022681	Stop Payment Fee ACES Check #6009.		\$25.00	Lost Check
1/23/2023	CR01-07	Transportation JAN	\$13,411.00		
1/26/2023	00022682	BANKCARD PCI NON COMPLY012523		\$40.00	Credit Card Acceptance Fees
1/26/2023	CR01-08	Chrome Book	\$126.60		
1/27/2023		Internal Revenue Service		\$11,928.21	Payroll Taxes
1/27/2023		NUSENDA FCU		\$35,792.62	Payroll
1/27/2023	6063	First Financial Group of America		\$653.40	Monthly Employee Payroll Deductions
1/30/2023	6061	New Mexico Public Education Department		\$3,120.00	FY22 Transportation Reversion
1/30/2023	6062	RM SAMS LLC		\$123,211.76	January and February 6441 Ventana Rent
1/30/2023	CR01-09	Abby Yates/ Charger Replacement	\$215.00		
1/31/2023	CR01-10	Dividend Income - Operating	\$93.07		
<b>Sub Total</b>			<b>\$391,344.34</b>	<b>\$307,778.18</b>	
<b>Bank</b>	<b>Account Number</b>				
Nusenda Savings	37627515				
Date	Number	Payee/From	Deposit	Withdrawal	
1/26/2023	CR01-11	Dividend Income - Bonus Savings	\$750.33		
1/31/2023	CR01-12	Dividend Income - Savings	\$3.20		
<b>Sub Total</b>			<b>\$753.53</b>	<b>\$0.00</b>	
<b>Grand Total</b>			<b>\$392,097.87</b>	<b>\$307,778.18</b>	



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: 544-000-2223-0021-I

Fund Type: Flowthrough

Adjustment Type: Increase

Fiscal Year: 2022-2023

Entity Name: SW Aeronautics Mathematics & Science

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

Contact: Sean Fry, Business Manager

Total Approved Budget (Flowthrough):

Phone: 505-242-6640 x2501

Email: sean.fry@abqca.org

<b>FLOWTHROUGH ONLY</b>	
Budget Period: 07/01/2022	To: 06/30/2023
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Revenue 13000.0000.43206 \$66,057

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
13000	2700 Student Transportation	54620 Rental - Equipment and Vehicles	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	0000 No Job Class		\$66,057	\$66,057	
Sub Total							\$66,057		
Indirect Cost									
DOC. TOTAL							\$66,057		

**Justification:**

Adjust budget to include new bus rentals per contract and award letter. SDF.

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.

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: 544-000-2223-0022-1

Fund Type: Capital Outlay

Adjustment Type: Increase

Fiscal Year: 2022-2023

Entity Name: SW Aeronautics Mathematics & Science

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

Contact: Sean Fry, Business Manager

Total Approved Budget (Flowthrough):

Phone: 505-242-6640 x2501

Email: sean.fry@abqca.org

<b>FLOWTHROUGH ONLY</b>	
Budget Period: Jul 1 2022 12:00AM	To: Jun 30 2023 12:00AM
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Revenue 31400.0000.43202 \$148,500

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
31400 Special Capital Outlay- State	4000 Capital Outlay	54500 Construction Services	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	0000 No Job Class	\$160,000	\$100,000	\$260,000	
31400 Special Capital Outlay- State	4000 Capital Outlay	56119 Supply Assets (\$5,000 or less).	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	0000 No Job Class		\$48,500	\$48,500	
Sub Total							\$148,500		
Indirect Cost									
<b>DOC. TOTAL</b>							\$148,500		

**Justification:**

Request Budget for 2022 Leg Allocation per award letter. SDF.

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.

FY2022 Annual Financial Audit Notes

1. Audit was **APPROVED** by the NM Office of the State Auditor on February 6, 2023 and became **PUBLIC** on February 11, 2023.

2. **Findings.**

i. Repeat Findings – **NONE**

ii. New Findings – **1**

1. 2022-001 Bank Reconciliation Review (Other Matters)

Condition/Context: During our review of the June 2022 bank reconciliation and the trial balance, we noted a variance of \$14,825.84 between the reconciled cash balance and the cash balances listed on the trial balance. The variance was related to benefit withholding payments that listed in the accounting system as paid and cleared as of June 30, 2022, however these payments were not initiated as of June 30, 2022.

3. **Fund Balance Changes**

Fund	Fund Balance 6/30/2021	Fund Balance 6/30/2022	Change in Fund Balance
11000 - Operational	\$1,077,699.00	\$1,335,021.00	\$257,322.00
14000 - Instructional Materials	\$11,414.00	\$0.00	(\$11,414.00)
23000 - Activities	\$21,262.00	\$15,533.00	(\$5,729.00)
31600 - HB 33	\$892,057.00	\$1,079,809.00	\$187,752.00
31701 - SB-9 Local	\$203,572.00	\$300,254.00	\$96,682.00
<b>Total</b>	<b>\$2,206,004.00</b>	<b>\$2,730,617.00</b>	<b>\$524,613.00</b>

4. **ERB Liability Changes**

Pension Liability 6/30/2021	Pension Liability 6/30/2022	Change in Liability
\$8,140,808.00	\$2,764,112.00	\$5,376,696.00

5. **RHCA Liability Changes**

Post- Employment Liability 6/30/2021	Post- Employment Liability 6/30/2022	Change in Liability
\$1,116,490.00	\$851,872.00	\$264,618.00