



NOTICE AND AGENDA  
SPECIAL MEETING OF THE GOVERNING COUNCIL OF  
ALBUQUERQUE AVIATION ACADEMY  
(Formerly SAMS)  
**(See Special Procedures Below)**  
September 22, 2023  
2:00 p.m.  
AAA Board Room and Internet/Call-in

SAMS MISSION

Albuquerque Aviation Academy cultivates opportunities for 6<sup>th</sup>-12<sup>th</sup> grade students to excel in fields related to aviation and STEAM. Students will have unique options to explore and excel in multiple career areas of aviation which are woven throughout an innovative hybrid learning experience.

- I. Call to Order
  - A. Roll Call
  - B. Adoption of the Agenda\*
  - C. Review/Approval of Minutes from August 18, 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. Planning and Preparation for Charter Renewal
- IV. Administrative Update
  - A. Student Achievement Update
- V. New Business Matters
  - A. Asset Capitalization Policy (discussion/action) \*
  - B. Charter Renewal Application (discussion/action) \*
  - C. Aircraft Lease (discussion/action) \*
  - D. Scores from CSD
- VI. Governing Council Development
  - A. No Discussion with Kelly Callahan
- VII. Finance Report
  - A. Business Office Operations Update



- B. Voucher Approvals (discussion/action) \*
- C. Bank Reconciliation (discussion/action) \*
- D. Budget Adjustment Requests (discussion/action) \*  
BAR 2324-11000-0002-T  
BAR 2324-24308-0003-T

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.



## Special Procedures for September 22, 2023 AAA Governing Council Special Meeting

The SAMS Governing Council Special Meeting on September 22, 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, August 18, 2023

via Zoom.us & In person at 6441 Ventana Road NW

**BOARD MEMBERS PRESENT**

Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers (late @ 2:02) and Larry Kennedy

**BOARD MEMBERS ABSENT**

Mike Deveraux

**ALSO IN ATTENDANCE**

Bridget Barrett, Amanda Catanzaro, Sean Fry and Lauren Chavez

**PUBLIC**

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 Albuquerque Aviation Academy for August 18, 2023 at 2:01 PM on Zoom.us and in person.

**A. Roll Call**

Larry Kennedy asked Amanda Catanzaro to call roll. Amanda Catanzaro called Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo and Larry Kennedy.

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

Larry Kennedy asked for a motion to approve the agenda moving Finance Reports to after Ongoing Business Matters.

Alex Carothers enters the meeting at 2:02 PM.

Farrah Nickerson made a motion to approve the agenda with the change. Laura Kohr seconded the motion. Larry Kennedy called for a roll call vote to approve the agenda. Amanda Catanzaro called Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**C. Review/Approval of Minutes from July 28, 2023 Special Meeting\***

Larry Kennedy asked for a motion to approve the minutes from the July 28, 2023 Special Meeting. Farrah Nickerson made a motion to approve the minutes from the July 28, 2023 Special Meeting. Jody Meyer seconded the motion. Larry Kennedy called for a roll call vote to approve the minutes. Amanda Catanzaro called Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers 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.

**III. Ongoing Business Matters**

**A. Aviation Program Update**

Dr. Lauren Chavez presented they have flown approximately 27.1 hours since last meeting. Rebecca Posen check-ride has to be moved back again due to examiner having to have surgery. "Striker" has been flying in the mornings as well as the

afternoons and more flights this year than ever before will lead to more private pilots than ever.

The Strut went out on the aircraft, but is now repaired.

Due to increase in demand this year, students are really having to “earn their seats” which has made students take the courses more seriously.

Young Eagle event will take place next month. Doc will be out of town but “Striker” and students will attend.

Discussion of internships available and status of those coming up. KRQE did another feature of the school about the name change and the new Hot Air Balloon program. They want to do a follow-up story when students begin flying.

Attorney is drawing up a lease for the Pipistrel that should be ready soon.

Alex Carothers shared that the Tuskegee Airman Conference is in town and representatives of Albuquerque Aviation Academy will also be attending.

#### **B. Facility Update**

Amanda Catanzaro presented the facilities update for August 2023, reviewing the completed projects since last month’s meeting and projects that still need attention. Front doors were completed 8/17/2023 and are working. Projects that still need attention include the installation of the low voltage for the score board, gym flooring and electrical work for damaged outlet in Begit’s classroom. Upcoming projects include school signage.

#### **C. Planning and Preparation for Charter Renewal**

Governing Council discussion about due dates and progress made. Larry Kennedy requests resend link to Google Classroom.

### **IV. Finance Report**

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

Sean Fry presented that the finance committee met prior to this meeting and reviewed all the detailed reports. Reports are not a true representation of where we are as a school since it lacks incumbrancers of staff pay since the first payroll is not until 8/15/2023. Paula Gonzales is in training to become the business manager. There was an issue of fraud this month. To prevent further issues, the school will be moving to using Positive Pay within the bank account. The audit begins in a month and all pre-audit documents have been provided.

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

Sean Fry presented the out of normal transactions that happened in the month of July. Larry Kennedy asked for a motion to approve July 2023 Vouchers. Farrah Nickerson made the motion. Laura Kohr seconded the motion Larry Kennedy called for a roll call vote to approve the minutes. Amanda Catanzaro called Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**C. Bank Reconciliation\***

Larry Kennedy asked for a motion to approve July 2023 Bank Reconciliation. Farrah Nickerson made the motion. Laura Kohr seconded the motion. Larry Kennedy called for a roll call vote to approve the minutes. Amanda Catanzaro called Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**D. Budget Adjustment Requests\***

None.

**V. Administrative Update**

**A. Student Achievement Update**

Bridget Barrett presented current academic numbers including information on number of courses that are on-track or off-track and passing or not passing. Mini lessons are happening in the classrooms and Ms. Barrett is getting into classrooms more often this year. Cell phone policy was instituted and students must have cell phones in cell phone home (boxes) during class. Current enrollment is 318 which is fantastic because budget was based on 300. Two new members have joined the Equity Council and meetings will be set up on regular basis throughout the year. Charter House Petition is complete with 79% signatures of support. Working on a new media campaign called "Where are they now?" to spotlight graduates. Share your stories with us and we will post on social media.

**VI. New Business Matters**

**A. Memorandum of Understanding with Public Charter Schools of New Mexico for 2023-2024 school year for Governing Council Development\***

Larry Kennedy presented this for Kelly Callahan services for training board members for the year. It is up slightly from last year. Total for the year is \$4750.00.

Larry Kennedy asked for a motion to approve the Memorandum of Understanding with Public Charter Schools of New Mexico for 2023-2024 school year for Governing Council Development. Farrah Nickerson made the motion. Laura Kohr seconded the motion. Larry Kennedy called for a roll call vote to approve the



minutes. Amanda Catanzaro called Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**B. Leave Policy\***

Amanda Catanzaro and Bridget Barrett presented the new Leave Policy. This will replace the information found in the Staff Handbook and has been reviewed by legal counsel. Changes around distribution of leave, half upon hire/first paycheck and half in January. Ability to take quarter days of leave and lower number of leave days for year-round employees since school has moved to four day weeks during the summer months. One note was the attorney added the verbiage of unpaid leave for Bereavement Leave. Administration feels like this should be paid leave as a benefit for our staff.

Larry Kennedy asked for a motion to approve the Leave Policy to include paid Bereavement Leave. Farrah Nickerson made the motion. Alex Carothers seconded the motion. Larry Kennedy called for a roll call vote to approve the minutes.

Amanda Catanzaro called Jody Meyer, Farrah Nickerson, Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

**VII. Governing Council Development**

- A. Kelly Callahan did not attend the meeting so not to present a conflict of interest because the contract for her services was being voted on.

**VIII. Announcements**

- A. Request to push September Regular Meeting to September 22, 2023 instead of week prior was honored. Next Governing Council meeting September 22, 2023 at 2:00 PM.

On 8/25/2023 at 10:00, our Lobbyists and Representatives will be visiting the school. Governing Council members are encouraged to attend. There will also be a CAP presentation.

Open House will be September 7<sup>th</sup>, time TBD. Invitation for Governing Council will be sent out and notice of possible quorum will be posted.

**IX. Adjournment\***

Larry Kennedy called for a motion to adjourn. Farrah Nickerson made a motion to adjourn. Laura Kohr seconded the motion. Larry Kennedy called for a roll call vote to approve the minutes. Amanda Catanzaro called Jody Meyer, Farrah Nickerson,

Roland Dewing, Laura Kohr, Mike Romo, Alex Carothers and Larry Kennedy; all voted yes. The motion carried unanimously.

The Regular Meeting of the Governing Council for the Albuquerque Aviation Academy adjourned on August 18, 2023.



## Monthly Report - Sep 22, 2023

All figures and outcomes are based on the date of this report - Sep 18, 2023.

### FLIGHT TRAINING:

- **Flights** - We flew 73.9 hrs since the last board report. Rebecca Posen is now a Private Pilot :) Scarlett McIntyre soloed. We are currently flying with 10 of the 11 students on the flight team (the 11th is catching up on Edgenuity prior to starting his flight training.) We temporarily "grounded" 2 students for 1-2 weeks (failure to adequately prepare.) The flight team is responding well to this rigorous accountability.
- **Aircraft Status** - Flying well. Rare avionic gremlins. I'm working with Dynon.
- **Drone** - 10 new Drone Pilot Ground School Scholarships since the last board meeting!

### CLASSES:

- All going well. KKOB contacted us to do another story about our hot air balloon program. They plan to discuss our program during their coverage of the Balloon Fiesta.

### ADDITIONAL:

- **EAA/Young Eagles** - There was a Young Eagle's event September 9. I was out of town but Jacob and students were there representing us. LOEFI is this Saturday, September 23rd from 8am-3pm, at Double Eagle Airport.
- **UNM Taos** - Alex was awesome to represent us and discuss our program and future collegiate opportunities in Taos this past Saturday. Ongoing discussions are planned.
- **Internships** - Our first Eclipse Internship is starting next Monday, September 25.
- **Glider Program** - We're still waiting on a lease agreement from legal.
- **CAP** - Our Squadron 855 seems to be going well.

### EXPENSES:

- **Fuel:** Please see the finance report (World Fuel). I estimated \$4144, based on hours flown and average fuel cost.
- **Maintenance:** \$2137.90 (100 hr)
- **Hangar Rental:** \$357 per month
- **Insurance:** Annual Premium - \$8,895

# September 2023 Facilities

9.20.2023

## Completed Since Previous Meeting

- Front door completed and functional!

## Projects That Still Need Attention (status)

- Score Board in Gym has been installed and has electricity. Have reached out to Norcon to find out what other pieces are needed to get this completely up and running. Jared said the electrician would complete this, but that is not accurate.
- Gym Flooring- Arbo's was awarded the contract. PO has been sent to CES and we are working on the flooring right now. Estimated completion by 9/29/2023!
- Student stuck something in outlet in Begit's High School classroom. Had electrician make sure it was safe for immediate issue and now getting quote(s) for repair.
- Seeking Handyman Services to complete minor repairs around campus (up to 4 holes in walls now)

## Upcoming Projects

- School Signage with new name





ALBUQUERQUE  
AVIATION ACADEMY

## ADMINISTRATIVE UPDATE

SEPTEMBER 2023



### ACADEMICS BY ENROLLMENT

1093 courses behind but passing  
93 courses off track  
226 courses on track  
11 on pace but falling  
9 courses completed

### WHAT'S HAPPENING?

Gym Floor being installed!  
Senior Meeting  
Student Council HoCo Preparations  
MS IMSSA Testing  
Nation Honor Society



### ENROLLMENT

313 Students Enrolled  
49 on waitlist  
6th 47 students      7th 45 students  
8th 45 students  
9th 49 students      10th 44 students  
11th 44 students      12th 40 students  
\*Numbers constantly moving.

### EQUITY COUNCIL

Five Members and growing!  
Monthly Meetings 4th Monday at  
2pm



### CHARTER RENEWAL

Renewal Application Completed  
Data in Google Classroom  
CSD Site Visit set for October 23rd

### MISSION MINUTE



"A message from Sue Griffith:

The visitation you set up for the Legislators was excellent. Richard and I thought it was one of the "Best Days" ever we had spent at a school. The important part of the visit was spending quality time with your Legislators which just doesn't happen that often. Showing them your fencing and security set up was great. Now they know just where the money went that they gave you. Again, great job! Kudos to your staff and students for making all of us feel so welcomed at your new beautiful school.

# ALBUQUERQUE AVIATION ACADEMY

## ASSET CAPITALIZATION



The Governing Council of the Albuquerque Aviation Academy realizes that it is necessary to establish guidelines for the control of assets owned by the school pursuant to 2.20.1 et seq. NMAC. The purpose of such controls is to comply with federal and state reporting requirements, protect capital assets, preserve the life of capital assets, to avoid any unnecessary duplication of assets, to establish a guideline for future replacement, and to establish a basis for the amount of insurance coverage required. All assets shall be recorded in accordance with generally accepted accounting principles, and an asset register shall be maintained in either a hard copy or in a computerized format.

### I. DEFINITION

For the purpose of this policy, Capital Assets are defined as tangible or intangible property owned by the school which meets the definition and minimum dollar amount for capitalization as determined by statute, and as may be amended from time to time by legislative mandate, per the following categories:

- A. **Land** - The cost of real property exclusive of the cost of any constructed assets on the property. Land is recorded as an asset but is not depreciated. Land is recorded at book market value at the time of acquisition.
- B. **Buildings\*\*** - The cost of real property, exclusive of the land that it is located on, of any constructed assets with a recorded value of \$5,000.00 or more. The recorded value is:
  - i. The current one-time actual acquisition value of the structure, or
  - ii The lesser of the present value of future payments using the defined interest rate if not the IBR for the year of addition, or the market value per external appraisal.Building modifications or improvements after the purchase sale agreement that do not extend the useful life three (3) or more years and are \$5,000.00 or more will also be recorded under the "Buildings" category as separate new assets.
- C. **Land Improvements\*\*** – The constructed improvements to land that occur after the purchase sale agreement, such as driveways, walkways, lighting, parking lots, landscaping, and safety features that are \$5,000.00 or more.
- D. **Furniture, Fixtures, and Equipment (FFE)\*\*** - Tangible personal property with a per-item total cost of \$5,000 or more with a useful life of more than one (1) year that is employed in the operating activities of the charter school. Items which fall into this category may be purchased or acquired by gift and include, but are not limited to: computer equipment, desks, filing cabinets, copiers and laboratory equipment. Equipment will be recorded at either:
  - i. The current one-time actual acquisition cost, or
  - ii the lesser of the present value of future payments using the defined interest rate if not the IBR for the year of addition, or the market value

Any other costs directly related to the purchase or acquisition which make the FFE operable as intended, such as shipping charges or set-up fees and device-only licenses or software may be included as part of the acquisition cost.



\*\* Improvements or repairs to existing assets will be capitalized only if the result of the expense meets all of the following conditions:

- If the total costs exceed \$5,000.
- The repair brought the asset to a condition that exceeds its original condition.
- The asset's useful life is extended three (3) or more years.
- The total costs will be greater than the book value and less than the fair market value.

**E. Right of Use Asset (ROU)** - Per GASB 87, an asset that represents the lessee's future right to control and use a leased asset or group of leased assets for the term of the lease. A ROU Capital Asset will be recorded if the present value of the planned expenditures for the SBITA through the executed lease equals or exceeds \$5,000.00. The Asset will be recorded at the lesser of the present value of future payments or the market value. Any other costs directly related to the purchase or acquisition which make the ROU Asset operable as intended, such as shipping charges or set-up fees and device-only licenses or software may be included as part of the acquisition cost and capitalized, however taxes will not. Only ROU leases with an annual expenditure of \$500.00 or more will be evaluated, the rest will be waived.

**F. Subscription-Based IT Arrangement (SBITA)** – Intangible property that references a contract, or expected renewal with a high likelihood of continuation, between the school and one or more software or Information Technology vendors that grants the right to use IT software for a set period of time, not perpetually, in an exchange or exchange-like transaction. A SBITA Capital Asset will be recorded if the present value of the planned expenditures for the SBITA through either the specific contract, or maximum of a five-year period, equals or exceeds \$5,000.00. Expenditures for one-time implementation or setup and required training shall be considered in the capitalization costs, however taxes will not. Only Software arrangements with an annual expenditure of \$500.00 or more will be evaluated, the rest will be waived.

## II. DONATED ITEMS

Donated items, valued at the thresholds contained in this policy and which are items that the school otherwise would have bought and used in operations, shall be recorded in the school's general ledger account titled Fixed Assets (over \$5,000) and in the asset register at its fair market value at the date of donation. Donated items, which are valued at less than the threshold contained in this capitalization policy, will be recorded in the school's general ledger account titled Supply Assets (less than \$5,000) at fair market value at the date of donation. Donated items, which are determined to have no fair market value, will not be recorded.

## III. DEPRECIATION

Depreciation is the rational and systematic allocation of the cost of a capital asset over its estimated useful life. For purposes of this policy, all depreciable assets will be depreciated using the **straight-line method** of allocation. The straight-line method allocates the acquisition cost of a depreciable asset evenly over its estimated useful life. Most assets retain some recovery at the end of their useful lives, which is known as salvage value. All depreciable property for the purposes of this policy shall be deemed to not have a fair market value at the end of their useful lives.



The school will use the tables derived from Revenue Procedure 87-56 1987-2 CB 674 for establishing the useful life using the general depreciation system (GDS) recovery period. In the event the category of asset is not named in Revenue Procedure 87-56 1987-2 CB 674, the school will use the table found in the NM Manual of Procedures PSAB Supplement 12.

Depreciation expense is recognized for financial statement purposes at year-end only. For budgetary purposes, the full acquisition cost of a capital asset is recognized at the time of acquisition. The depreciated term at year-end will be rounded to the closest half-month based on the asset's acquisition date. Depreciation for ROUs will be rounded to the start of the month of service, in alignment with the lease calculation software.

#### **IV. AMORTIZATION**

SBITAs are not depreciated, instead they are amortized. Amortization is the rational and systematic recognition of the asset outflow. For purposes of this policy, all SBITAs will be amortized using the straight-line method of allocation. SBITAs without a written agreement will not have a useful life of more than five (5) years. For budgetary purposes, the full acquisition cost of a capital SBITA asset is recognized at the time of acquisition. The amortization term at year-end will be rounded to the start of the month based on the SBITA subscription/arrangement start date, in alignment with the lease calculation software.

#### **V. ASSET DISPOSITION**

Capital assets which are deemed to be obsolete or no longer meet the requirements of the school may be disposed of pursuant to NMSA (1978) 13-6-1 to 13-6-4, Sale of Public Property, transferred to another office or classroom, or traded in. An Inventory disposition form must be prepared and presented to the Governance Council for all tangible inventory dispositions. SBITAs will be deleted from the fixed asset list at the end of the agreement/useful life. Upon approval of the disposition, each member of the Governance Council making up the voting quorum must sign the disposition. Each Fixed Asset Disposal should be identified on the disposition form and any Fixed Asset disposal with a market value exceeding \$5,000 must be accompanied by a form PED-947. Pursuant to NMSA (1978) 13-6-1 and 13-6-2, all licensed software and any electronic media (computer hard drives) must be completely erased before being disposed of. The charter school Business Manager shall retain the approved forms to preserve the integrity of the asset records.



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PUBLIC EDUCATION DEPARTMENT  
300 DON GASPAR  
SANTA FE, NEW MEXICO 87501-2786  
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ARSENIO ROMERO, PH.D.  
SECRETARY OF EDUCATION

MICHELLE LUJAN GRISHAM  
GOVERNOR

**Charter Schools Division  
2023-24 Renewal Application Part A  
Revised  
September 15, 2023**

**School Name:** Albuquerque Aviation Academy

**School Address:** 6441 Ventana Rd. NW, Albuquerque, NM 87114

**Head Administrator:** Bridget Barrett

**Governing Board Chair:** Larry Kennedy

**Business Manager:** Sean Fry

**Authorized Grade Levels:** 6-12

**Authorized Enrollment:** 500

**2021-22 End of Year Enrollment:** 270

**Contract Term:** 2019-2024

**Weighted NMCI:** 13.22

**Mission:** Albuquerque Aviation Academy cultivates opportunities for 6th – 12th grade students to excel in fields related to aviation and STEAM. Students will have unique options to explore and excel in multiple career areas of aviation which are woven throughout an innovative hybrid learning experience.

**Educational Program of School as written in the contract:**

- i. All students complete their core curriculum in computer labs using Edgenuity.
- ii. The school offers a Success Lab for students who are not at grade level in reading and math.
- iii. The school offers a SMART Lab where students perform collaborative, hand-on group work in science, math, art, engineering, and technology; the course is a required course for students in grades 7-9.
- iv. The school offers an aviation program to students in grades 9-12, which includes coursework,

ground school, and flight school including simulator and aircraft training. Some of the aviation program classes are dual-enrollment.

- v. The school offers dual enrollment courses.

**Amendments approved in last four years:**

PEC Meeting Date	Approved (Y/N)	Amendment Request
5/5/23	Y	Change in school's mission statement
4/21/23	Y	School name Change
10/21/2022	Y	Change in CPO
10/21/2022	Y	School Relocation
3/19/2021	Y	Change in CPO
3/19/2021	Y	Grade Level Change: Add grade 6
3/19/2021	Y	Change in Business Manager
7/20/2020	Y	Change in Head Administrator
4/17/2020	Y	Governing Body By-Laws
9/20/2019	Y	Change in Business Manager

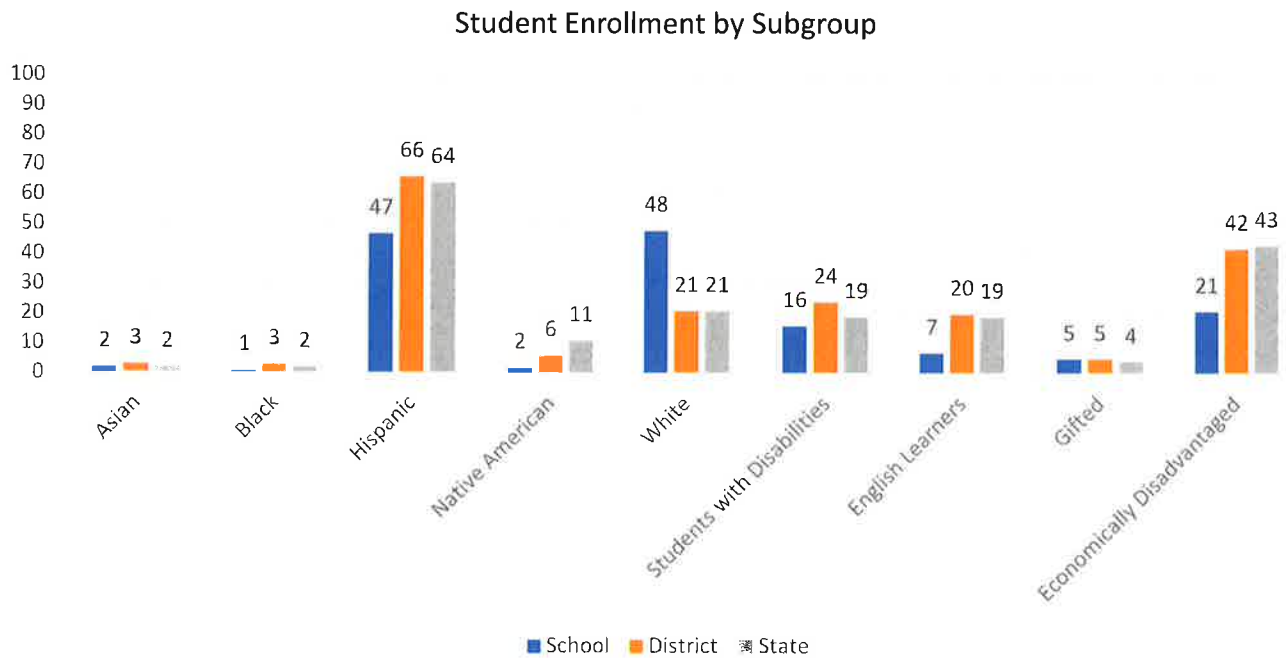
Source: Amendments and Notifications

**Waivers:**

Non-Discretionary Waiver	First Year of Waiver Implementation
No Waivers Claimed	

Source: CSD Internal Monitoring

## Demographics as reported in STARS 2022-23 EOY:



Source: STARS > District and Location Reports > General Reports > Enrollment Subgroup Percentages with Averages

## Academic Performance

Academic Performance Framework Indicators	2021-22 Score (100 points possible)
1: State Accountability System: NMVISTAS Overall Score	58
2: Subgroup Performance: high, middle, and low-performing quartiles	Not calculated by PED for 2021-22
3: School-specific Goals: if two goals, average of points on each goal	83.0
<b>Overall Academic Score: average of Indicators 1 and 3</b>	<b>70.5</b>

### State Accountability System:

State and federal statute mandates accountability for all public schools. This section provides a snapshot of the school's academic performance according to data collected by the Public Education Department (PED) for the 2022-23 school year.

The New Mexico State Accountability System ([NMVISTAS](#)) gives every public school in the state an overall score. Schools were ranked by percentile within school type, with high schools being ranked separately from elementary and middle schools because of differences in how points are calculated

(e.g., graduation factoring into high school but not elementary school accountability). Schools with an overall score that places them in the top 25% of schools in the state are awarded the Spotlight designation. Schools may also receive designations of excellence in specific areas. Schools below the 75th percentile are designated either a Traditional Support School or are given one of several designations indicating a need for greater support.

Schools were ranked by percentile within school type, with high schools being ranked separately from elementary and middle schools because of differences in how points are calculated (e.g., graduation factoring into high school but not elementary school accountability).

**Albuquerque Aviation Academy** ranked above **79.6%** of high schools statewide. The school received a designation of **Spotlight school**.

**Overall Standing:**

Contract Year	School Year	Vistas Score	Percentile Rank	Designations
Year 1	2019-20	Not available		
Year 2	2020-21			
Year 3	2021-22	58.2	79.6%	Spotlight School
Year 4	2022-23	Available September 2023		

Source: NMVistas.org

Data are masked as follows in the charts shown below:

Students	Percentages Given	Data Masking
N = 0		<p>Examples:</p> <p>In a group of 17 students, if the proficiency was 3% the chart would show <math>\leq 20\%</math> and if it was 98% it would show <math>\geq 80\%</math>.</p> <p>In a group of 59 students, if the proficiency was 3% the chart would show <math>\leq 5\%</math> and if it was 98% the chart would show <math>\geq 95\%</math>.</p>
N < 10	*****	
N = 10-20	20% to 80%	
N= 21-40	10% to 90%	
N = 41-100	5% to 95%	
N = 101-300	2% to 98%	
N > 300	1% to 100%	

**Proficiency:**

Because science is assessed only in grades 5, 8, and 11, schools that do not serve these grades do not have science proficiency data.

Year 3 (2021-22) Proficiency Percentages			
	Reading	Math	Science
All	*****	*****	
Asian			
Black			
Hispanic	*****	*****	
Native	*****		
White			
SwD			
EL	*****	*****	
FRL	*****	*****	

Source: NMVistas.org

**Academic Growth:** Growth rates are not available for Years 1 and 2 (2019-20 to 2020-21) as statewide assessments were not administered to all students in those years. The growth rate for Year 3 (2021-22) was calculated by using an expected growth trendline from 2018-19 to 2021-22. The growth rate for Year 4 (2022-23) will reflect growth from Year 3 to Year 4.

2021-22 Growth		
Improvement Percentile		
	Reading	Math
Overall	-17%	3%
Asian	-50%	-25%
Black	-33%	0%
Hispanic	-9%	-2%
Native	-66%	-66%
White	-10%	11%
SwD	21%	9%
EL	10%	14%
FRL	-24%	-4%

Source: NMVistas.org

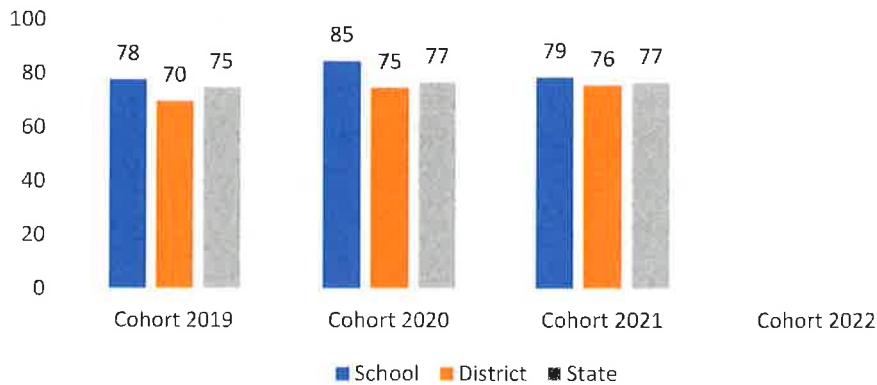
**English Learner Progress toward Proficiency: 0%**

Source: NMVistas.org

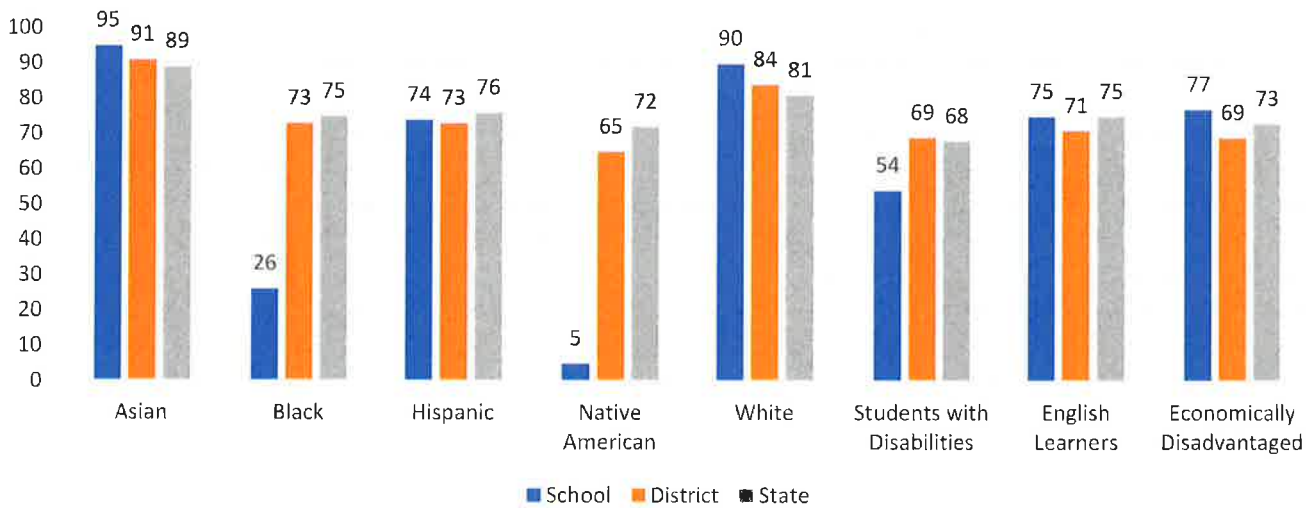
## High School Graduation Rates:

The data reported each year is for the prior year's cohort of students. Cohort 2021 is the most recent 4-year graduation data available, cohort 2020 is the most recent 5-year data, and cohort 2019 the most recent 6-year data. Data for the next cohort (2022 4-year, 2021 5-year, 2020 6-year) will be available in fall 2023.

### 4-Year High School Graduation (All Students)



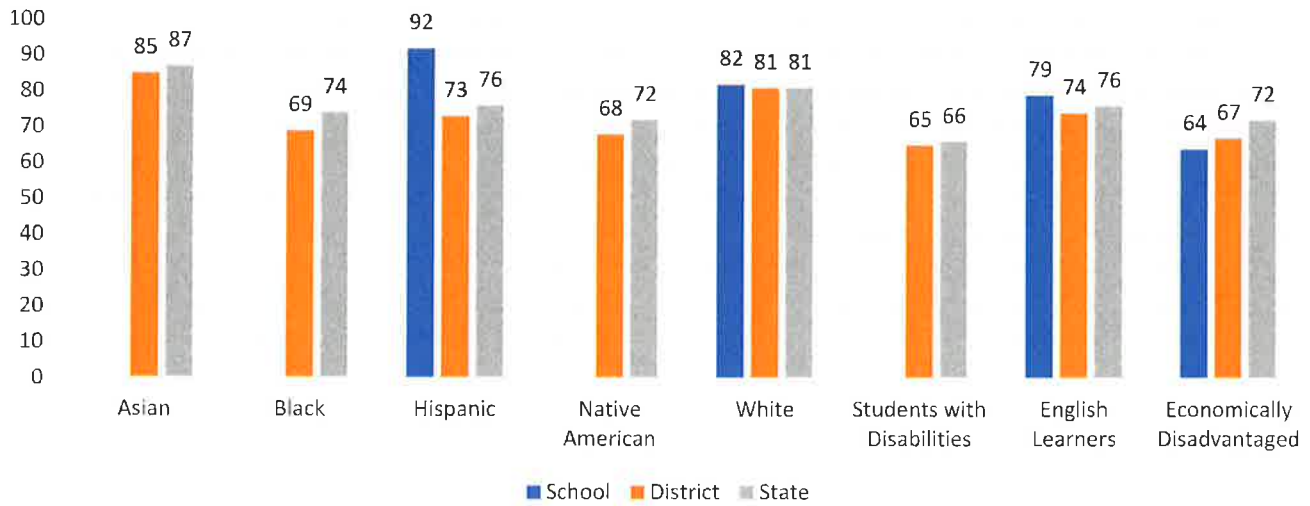
### 4-Year High School Graduation by Subgroup (Cohort 2021)



**Note:** The school-level percentages for the Black, Native American, and White categories are  $\leq 5\%$  in order to mask data due to student population size.

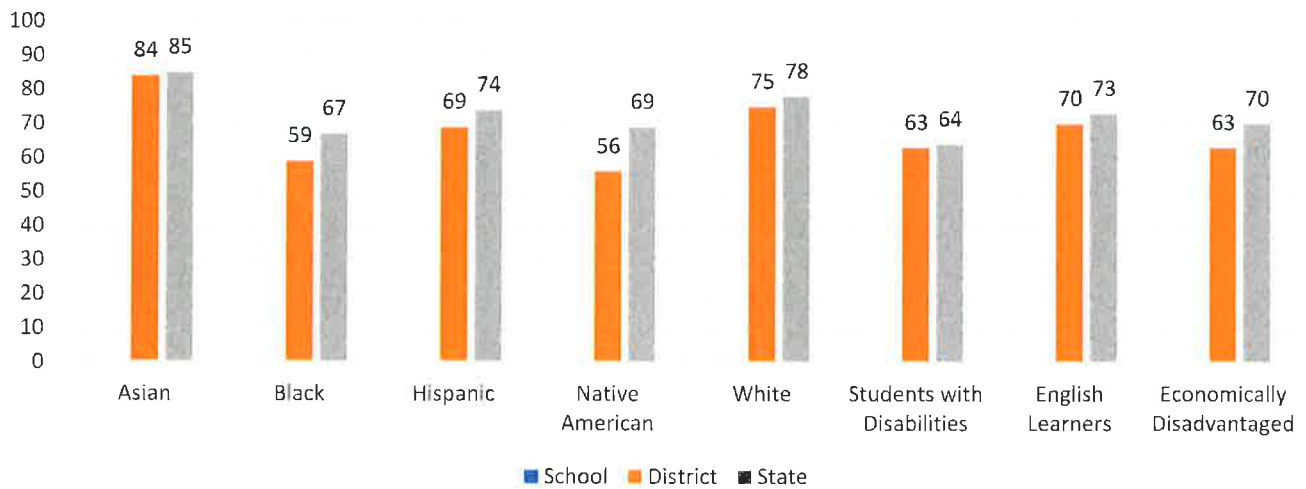


### 4-Year High School Graduation by Subgroup (Cohort 2020)



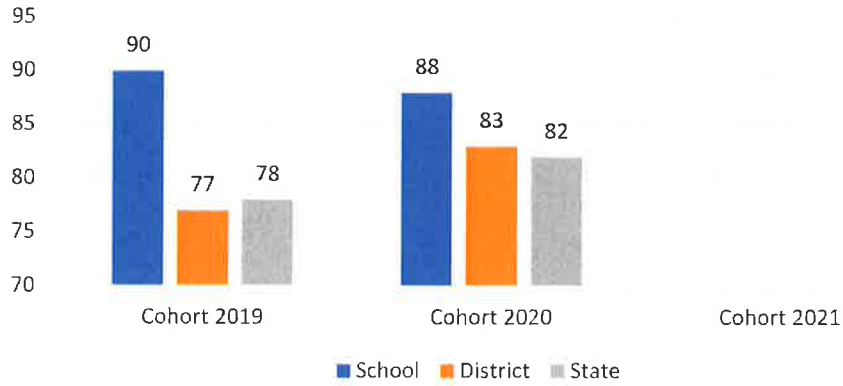
**Note:** The school-level percentages for the Asian, Black, and White categories are unavailable in order to mask data due to student population size.

### 4-Year High School Graduation by Subgroup (Cohort 2019)

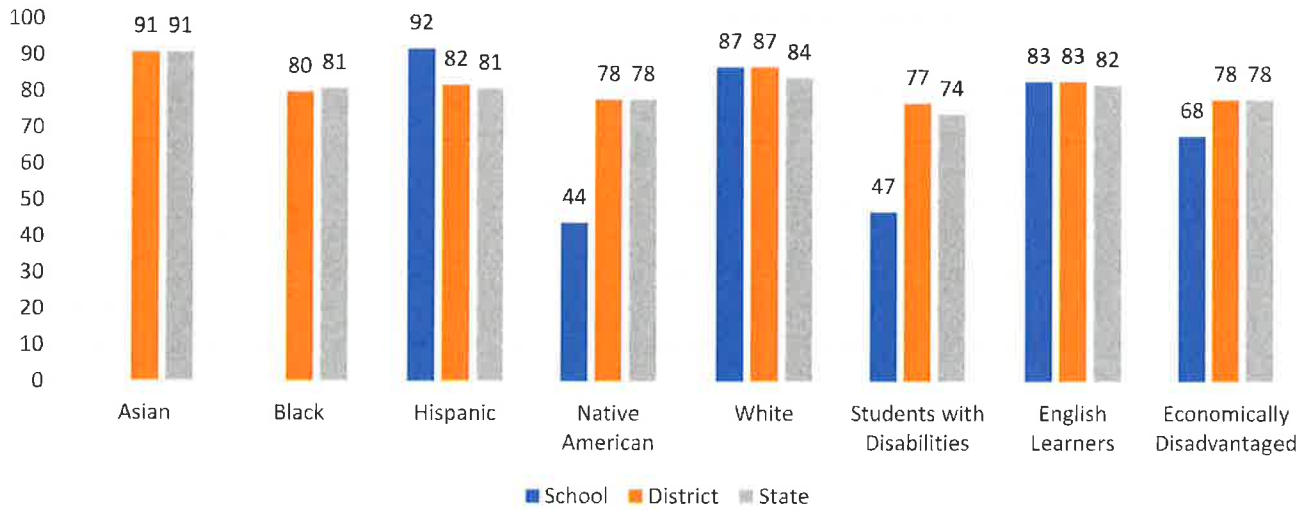


**Note:** The school-level percentages for the Asian, Black, Hispanic, Native American, White, Students with Disabilities, and English Learners categories are unavailable in order to mask data due to student populations size.

### 5-Year High School Graduation

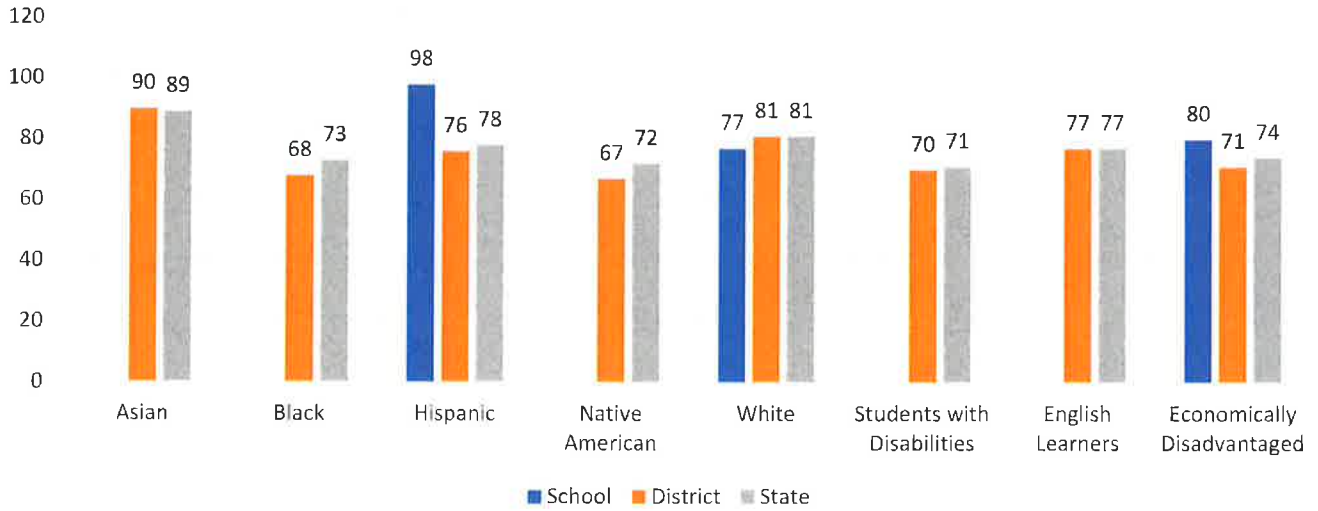


### 5-Year High School Graduation by Subgroup (Cohort 2020)



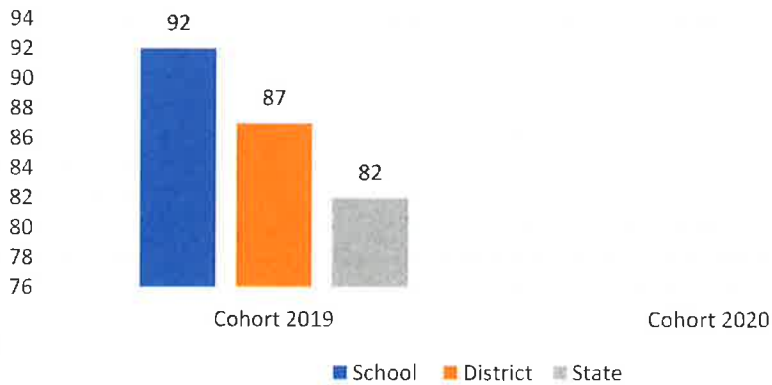
**Note:** The school-level percentages for most categories are unavailable in order to mask data due to student population size.

### 5-Year High School Graduation by Subgroup (Cohort 2019)

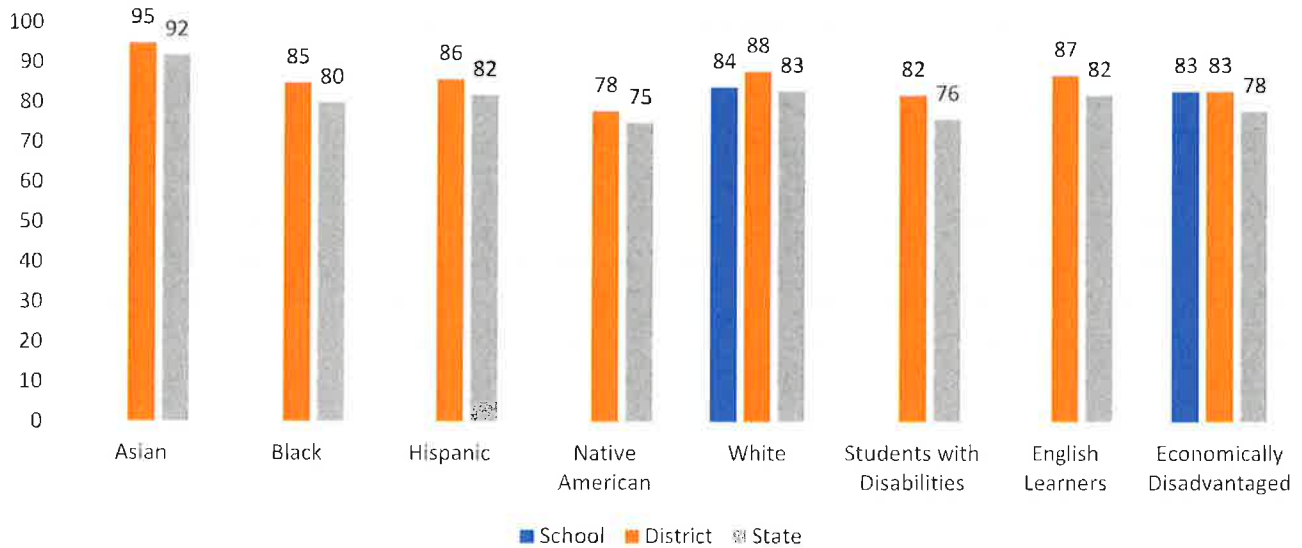


**Note:** The school-level percentages for the Asian, Black, and White categories are unavailable, unavailable, and  $\leq 5\%$ , respectively, in order to mask data due to student population size.

### 6-Year High School Graduation



### 6-Year High School Graduation by Subgroup (Cohort 2019)



**Note:** The school-level and district-level percentages for the Asian, Black, Hispanic and Native American categories are unavailable and ≥ 95%, respectively, in order to mask data due to student population size.

**Source:** NMPED Graduation Data Site, <https://webnew.ped.state.nm.us/bureaus/accountability/graduation/>

### School-Specific or Mission-Specific Goals:

Year	Goal 1	Goal 2	Overall Rating: Academic Indicator 3
Year 1	Unable to Review - COVID		
Year 2	Meets Standard	Exceeds Standard	Meets Standard
Year 3	Exceeds Standard	Meets Standard	Meets Standard
Year 4	Meets Standard	Exceeds Standard	Meets Standard

**Source:** CSD Internal Monitoring

### Mission-Specific Goals

**Goal 1:** 75% of students in grades 7-9, enrolled on 40th day, will complete the SMART Lab elective annually with a score of “C” or better.

Performance Level	Target	Points
Exceeds Standard	86% - 100% of students in grades 7-9, enrolled on 40th day, will complete the SMART Lab elective annually with a score of “C” or better.	100
Meets Standard	75-85% of students in grades 7-9, enrolled on 40th day, will complete the SMART Lab elective annually with a score of “C” or better.	75

Does Not Meet Standard	60-74% of students in grades 7-9, enrolled on 40th day, will complete the SMART Lab elective annually with a score of "C" or better.	25
Falls Far Below Standard	59% or less of students in grades 7-9, enrolled on 40th day, will complete the SMART Lab elective annually with a score of "C" or better.	0

**Goal 2:** 75% of students in each grade level 10-12, enrolled on the 40th day, will take one STEAM elective, at least 0.5 credit annually, earning a "C" or better.

Performance Level	Target	Points
Exceeds Standard	76-100% of students in each grade level 10-12, enrolled on the 40th day, will take one STEAM elective*, at least 0.5 credit annually, earning a "C" or better.	100
Meets Standard	75-85% of students in each grade level 10-12, enrolled on the 40th day, will take one STEAM elective*, at least 0.5 credit annually, earning a "C" or better.	75
Does Not Meet Standard	60-74% of students in each grade level 10-12, enrolled on the 40th day, will take one STEAM elective*, at least 0.5 credit annually, earning a "C" or better.	25
Falls Far Below Standard	59% or less of students in each grade level 10-12, enrolled on the 40th day, will take one STEAM elective*, at least 0.5 credit annually, earning a "C" or better	0

**Student Attendance/Retention/Recurrent:**

Year	Student Attendance Target: 95%	Student Retention Target: 70%	Student Recurrent Enrollment Target: 80%
FY20	94%	89%	72%
FY21	95%	91%	81%
FY22	93%	91%	78%
FY23	95%	87%	82%

**Student Attendance Source:** STARS > District and Location Reports > Template Verification Reports > Student > Student Summary Attendance Summary; **Retention and Recurrent Enrollment Source:** STARS > District and Location Reports > Options for Parents > Charter School Enrollment Report

**Teacher Retention Rate:**

Year	Retention Rate
FY20 to FY21	79%
FY21 to FY22	80%
FY22 to FY23	53%

Source: STARS > State Reports > Staff Reports > Turnover Rates for Assignment Category (Teachers)

## Financial Compliance

Enrollment Trends as reported in STARS EOY:

Grades Served	FY20	FY21	FY22	FY23
Grade 6	Added grade 6 in FY22		28	29
Grade 7	36	21	35	34
Grade 8	56	39	48	44
Grade 9	40	55	48	45
Grade 10	46	42	57	54
Grade 11	36	29	37	34
Grade 12	51	35	27	30
<b>Total</b>	<b>265</b>	<b>221</b>	<b>280</b>	<b>270</b>

Source: STARS > District and Location Reports > General Reports > Enrollment by District by Location by Grade

Staffing measured in Full-Time Equivalents (FTE):

Year	Administrator, Principal	EAs	Related Services Personnel, Healthcare	Non-certified Personnel	Other Personnel	Reg Ed Teacher	SPED / Gifted Teacher	TOTAL All Funds
FY20	1.75	2	0.52	4.45	3	9.64	3.21	24.57
FY21	1	4	0.55	3.25	0.7	11.44	2.45	23.39
FY22	1.5	3.8	0.54	3.75	0.42	10.59	0.86	21.16
FY23	1	3	0.78	3.4	1.24	10.5	1.95	21.92

Source: STARS > State Reports > Staff > Number of Staff with FTE by District, Assignment Category, Assignment

**FTE paid for with operational funds:**

Year	Reg Ed Teacher	SPED Teacher	Reg Ed EA	SPED EA	Principal Head Admin	Admin / Support	Support Services	TOTAL Operational
FY20	8.3	1.1	0	0	1	1	8.1	21.7
FY21	10	2	3	0	1	0	5	21.95
FY22	9.2	1.5	2	1	1	1	5.5	21.8
FY23	7.48	1.6	1	1	0.7	0	4.59	18.19

Source: OBMS > Reports > Budget Reports > Budget Job Class Report

**Actual SEG Funding and Operational Expenses, in whole dollars, by Function Code:**

Function	Function Name	FY20	%	FY21	%	FY22	%	FY23	%
1000	Direct Instruction	1,120,774	47%	1,293,048	54%	1,249,681	40%		
2100	Student Support	32,870	1%	45,701	2%	89,186	3%		
2200	Instructional Support	238,468	10%	22,242	1%	71,216	2%		
2300	Central Administration	203,619	9%	205,330	9%	209,902	7%		
2400	School Administration	281,409	12%	207,569	9%	238,959	8%		
2500	Central Services	121,975	5%	190,845	8%	130,062	4%		
2600	Maintenance and Operations	384,035	16%	443,448	18%	294,317	9%		
2700-5999	All Other Function Codes	0	0%	0	0%	826,579	27%		
Total Operational Expense Fund 11000		\$2,383,150	100%	\$2,408,182	100%	\$3,109,902	100%		
Total Operational Revenue Fund 11000		\$2,905,421		\$2,563,246		\$2,513,173			

Source: School Budget Bureau

**Operational Cash Balance:**

Year	Cash Amount	% Increase (Decrease)	CB Target	Days Cash on Hand
FY2020	\$196,597.00	-46.71%	6.0%	21.76
FY2021	\$500,378.00	154.52%	14.3%	52.36

FY2022	\$418,228.00	-16.42%	11.6%	42.20
FY2023	\$300,000.00	-28.27%	9.3%	34.11

Source: OBMS > Reports > Budget Reports > Unrestricted Cash Balance Report

**Audit Findings:** Audit reports are not completed until a fiscal year ends, so that schools received the FY2019 audit report during contract Year 1, and the performance ratings for Year 1 (SY 2019-20) are based on the audit report for FY2019 (SY 2018-19).

Fiscal Year	Total Findings	Repeat Findings	Material Weakness	Significant Deficiency	Disclaimed Audit
FY2019	3	0	0	0	No
FY2020	1	1	1	0	No
FY2021	2	0	0	0	No
FY2022	1	0	0	0	No

Source: NMPED Audit Report, Clifton Larson and Associates

## Governing Body Performance

**Board Membership and Officers:** Did the board have all required officers and all required members in place during each fiscal year of the contract term, and were notifications of changes in membership submitted timely? (If there were no board vacancies during a fiscal year, the notification column will indicate N/A.)

Fiscal Year	Chair	Vice-Chair	Secretary	Full Membership	Timely Notification of Vacancies
FY2020	Larry Kennedy	Farrah Nickerson	Roland Dewing	Yes	Yes
FY2021	Larry Kennedy	Farrah Nickerson	Roland Dewing	Yes	Yes
FY2022	Larry Kennedy	Farrah Nickerson	Roland Dewing	Yes	Yes
FY2023	Larry Kennedy	Farrah Nickerson	Roland Dewing	Yes	N/A

Source: CSD Internal Monitoring



**Governing Board Training:** Did all members of the board complete the required training hours of 8 hours per year for continuing members and 10 hours for new members?

**Note:** Red font indicates that the member did not complete all required training hours. An asterisk indicates the school has a 2-hour fiscal exemption.

Board Members	FY20	FY21	FY22	FY23*
Farrah Nickerson	Yes	Yes	Yes	Yes
Edward Lee Smith	Yes	Yes	Yes	
Larry Kennedy	Yes	Yes	Yes	Yes
LyDawn Blount	Yes	No	No	
Tiffany Roth	No			
Roland Dewing	Yes	Yes	Yes	Yes
Mike Romo	Yes	Yes	Yes	Yes
Alex Carothers	Yes	Yes	Yes	Yes
Mike Deveraux			Yes	Yes
Laura Kohr			Yes	Yes
Brandy Bond		Yes	Yes	Yes

Source: CSD Internal Monitoring

### Performance Framework Ratings

Pursuant to the [PEC Performance Framework and Accountability System \(2019\)](#), schools receive ratings of **Meets Standard**, **Working to Meet Standard**, or **Does Not Meet Standard** for individual indicators in the framework. Explanations for any rating other than Meets Standard are provided below.

The school also receives an overall rating of either **Meets Standard** or **Does Not Meet Standard** for the year. If a school receives a **Does Not Meet Standard** rating for three or more indicators, it will receive an overall rating of **Does Not Meet Standard**.

Contract Year	School Year	Overall Rating: Organization & Financial Framework
Year 1	2019-20	Meets Standard
Year 2	2020-21	Meets Standard
Year 3	2021-22	Meets Standard
Year 4	2022-23	Meets Standard

Source: CSD Internal Monitoring

## Multi-year Performance Framework Ratings

Albuquerque Aviation Academy	2019-20	2020-21	2021-22	2022-23
Organizational and Financial Performance				
1a Mission and Educational Program	Meets Standard	Meets Standard	Meets Standard	Meets Standard
1b State Assessment Requirements	Meets Standard	Not Reviewed	Does Not Meet Standard	Pending
1c Rights of Students with Disabilities	Working to Meet Standard	Meets Standard	Meets Standard	Meets Standard
1d Rights of English Learners	Working to Meet Standard	Working to Meet Standard	Meets Standard	Meets Standard
1e Meeting Program Requirements	Meets Standard	Assurances	Meets Standard	Meets Standard
1f NM DASH Plan	N/A	N/A	Meets Standard	Not Rated
2a Financial Reporting and Compliance	Working to Meet Standard	Working to Meet Standard	Meets Standard	Meets Standard
2b Accounting Principles	Meets Standard	Does Not Meet Standard	Meets Standard	Meets Standard
2c Responsive to Audit Findings	Working to Meet Standard	Meets Standard	Meets Standard	Meets Standard
2d Managing Grant Funds	Meets Standard	Meets Standard	Meets Standard	Meets Standard
2e Staffing for Fiscal Management	Meets Standard	Meets Standard	Meets Standard	Meets Standard
2f Internal Controls	Meets Standard	Meets Standard	Meets Standard	Meets Standard
3a Governance Requirements	Working to Meet Standard	Meets Standard	Meets Standard	Meets Standard
3b Nepotism, Conflict of Interest	Meets Standard	Assurances	Meets Standard	Meets Standard
3c Reporting Requirements	Meets Standard	Assurances	Meets Standard	Meets Standard
4a Rights of All Students	Meets Standard	Assurances	Meets Standard	Meets Standard
4b Attendance and Retention	Meets Standard	Meets Standard	Working to Meet Standard	Working to Meet Standard
4c Staff Credentialing	Meets Standard	Assurances	Meets Standard	Meets Standard
4d Employee Rights	Meets Standard	Assurances	Meets Standard	Meets Standard
4e Background Checks, Ethics	Working to Meet Standard	Assurances	Meets Standard	Meets Standard
5a Facilities	Meets Standard	Assurances	Meets Standard	Meets Standard
5b Transportation	Meets Standard	Assurances	Meets Standard	Meets Standard
5c Health and Safety	Working to Meet Standard	Assurances	Meets Standard	Meets Standard
5d Handling Information	Meets Standard	Assurances	Meets Standard	Meets Standard

### Explanation of 2022-23 Indicator Ratings:

4.b. EOY attendance rate is 94%. (Attendance rate must be 95%)

### Explanation of 2021-22 Indicator Ratings:

1.b. ELA and math participation 82%, science 76%, ACCESS 58%. Target is 95% for all assessments.

4.b. Attendance 93% EOY.

Source: CSD Internal Monitoring

# New Mexico Public Education Commission



## 2023 Charter School Renewal Application Part B: Progress Report

Charter Schools Division  
Public Education Department  
300 Don Gaspar Ave.  
Santa Fe, NM 87501  
(505) 827-6909  
[charter.schools@ped.nm.gov](mailto:charter.schools@ped.nm.gov)

Approved by the Public Education Commission: March 18, 2022

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## Instructions

Please read the entire Charter School Renewal Application Kit before preparing documents. In an effort to help applicants understand the requirements of the Renewal Application, the CSD will hold a minimum of two technical assistance workshops. Applicants will be notified of the dates, times, and locations of the workshops.

Enter applicant responses in boxes below. Answer all questions unless the question indicates that applicants should answer only under certain conditions (e.g., rating on a Performance Framework indicator requires explanation, etc.). Narrative responses should be verifiable through documents submitted or observable evidence at the renewal site visit and will be scored according to the rubric in the main 2022 Charter Renewal Application document.

## School Information

**Name of School:** Albuquerque Aviation Academy

**Authorizer:** State Authorized

**Current Charter Term:** 2019-2024

## Academic Performance

### Student Outcomes

#### 1. Academic Performance

The school reports on its academic performance during the term of the contract, including achieving its goals, student performance outcomes, state standards of excellence and accountability requirements set forth in the Assessment and Accountability Act.

School response:

Albuquerque Aviation Academy, formerly known as SW Aeronautics Math, Science Academy has shown strong academic performance during the term of its contract with the PEC and NMPED.

Since renewal in 2019, much has happened in the world of education. Albuquerque Aviation Academy had an advantage over other schools due to our students completing their instruction online through the Edgenuity platform. Our students and staff transitioned into remote learning without missing a beat. Instead of having their teachers in person for support, they could easily transition to getting that same support using online platforms to meet with their teachers. Pre-pandemic, proficiency rates at Albuquerque Aviation Academy in the 2018-2019 school year were 50% in Language Arts, 25% in Math, and 62% in Science. During the first state assessment cycle, post-pandemic, in 2021-2022 our proficiency rates held the same and even improved with 52% in Language Arts, 28% in Math, and 62% in Science. Albuquerque Aviation Academy is proud to have come out of the pandemic with a Spotlight Designation, putting us in the top 25% of all New Mexico schools. Beyond this, Albuquerque Aviation Academy plans to continue to strive for improvement in all academic areas and going well beyond state average proficiency rates every year by using data driven decision making, PLC meetings, and innovative instructional practices.

There were difficulties moving out of the pandemic because a program that was unique to our students was now status quo and students craved a different educational model. Attendance was also a challenge, as our students felt they could learn autonomously at home. It cannot be overstated that the face of education has changed, and there is an overwhelming issue when it comes to getting students in the building. However, through home visits, constant communication with families and the incorporation of Social Emotional Learning, we have made some significant strides in getting students back to attending classes in the physical building.

Albuquerque Aviation Academy was able to keep the essence of its original model, while providing students with more in-person, hands-on learning, and instruction that includes not only using Edgenuity lessons, but teacher directed, engaging student lessons that support their core learning in Edgenuity.

What became imperative due to health issues during the pandemic, such as separating students into small groups, organically became part of our new model. While students previously came to school for periods of time to work in the main lab, they are now moving through classrooms with their instructors. The change from being in a large room full of students of grade levels 7-12 to more focused support in grade level classrooms allows the teachers to drill down the concepts more effectively. We have kept this aspect of our model intact to strengthen our lessons and instruction.

## 1.a. Student Outcomes

1.a. How has the school measured student proficiency and growth, including action taken in the absence of state summative assessments in 2019-20 and 2020-21? Describe interim and formative assessments used, and the results of those assessments. Include a detailed narrative that addresses the actions taken to improve student outcomes, and the success of those actions. Schools may take the opportunity to include data in support of the narrative. If providing data to support the school's narrative, provide it in **Appendix A-1 Academic Data**. Implementation of the described improvement actions should be verifiable through evidence at the renewal site visit.

School response:

Our curriculum is through the online platform of Edgenuity. Due to the fact that we had assessment tools available in Edgenuity, we utilized the assessments that were built into the students' virtual dashboard. Using the information that was collected from the assessments, we were able to identify the students who needed additional support. Using the data provided by students or short cycle assessments coming out of the pandemic, we knew we needed to make changes to boost the engagement level after students had been out of school for so long.

Using the Edgenuity results in addition to overall grades we were able to determine which students needed more targeted interventions. We provided the students with Success Lab classes in both ELA and Math to strengthen their skills. The Success Labs are a chance for students to bolster their learning with the aid of an instructor.

In addition, we surveyed our families through the Governing Council Wellness Committee to dive into how our families were feeling about the learning platforms that are available to them. The results of the surveys revealed that there was an overwhelming call for more interaction between student and teacher. The model that we had been using previously was no longer optimal for students and families that were craving interaction. We realized we needed to shift our focus to providing more relevant, meaningful and engaging learning.

The natural progression for us was to move from what we called "Main Lab" to individual classrooms. Main Lab was a large room where upwards of 100 students gathered to work independently with instructors available if should they need guidance. At first, the move to traditional classrooms was necessary due to the efforts to stop the spread of disease. Students were contained in classrooms to prohibit any cross contamination. What came from that was a strong sense of what the students were clamoring for, more interaction with their teachers. Moving from classroom to classroom supported more individualized attention with a content teacher. It provided a model that allowed students to receive direct instruction while still allowing for the online component. The data from family surveys and assessments strengthened the move from more independent learning to learning supported by the teachers.

Every student receives direct instruction in a hybrid model with the online curriculum of Edgenuity. Students no longer work autonomously with support, but with the guidance and support of their teachers in a classroom to scaffold their learning.

While questioning the status quo, we realized that not serving 6th grade students is problematic. Many students would go to a different school for one year before starting our school in 7th grade which took away any sense of continuity for the students and their families. We have found that the addition of 6th grade students in the 2021-2022 school year has been extremely beneficial to families and students as well. We are able to bring the students to our school earlier so they can learn through the online platform.

We have added additional in person electives on Fridays that range from guitar to engineering, and it has been quite successful. We continue to find ways to integrate the aviation component into our in person courses, and our flexible schedule allows our students to participate in aviation related activities and internships. The balance of freedom with online curriculum blended with in person instruction has been beneficial to our students and their success.

### **1.b. Mission-specific or School-Specific Goals**

Report on the school's performance in relation to the school- or mission-specific goals in the negotiated performance framework. Performance reports related to school or mission specific goals should be supported by raw data (masked to protect PII) and provided in **Appendix A-2 Mission Goal Data**. The school should report on the performance in each year of the contract term.

Schools that have not met their school- or mission-specific goals in each year of the contract term should provide a narrative that addresses the improvement actions taken and the success of those actions. The purpose of the narrative is to demonstrate substantial progress toward meeting the school or mission specific goals and maintaining that performance level. Implementation of the described improvement actions should be verifiable through evidence at the renewal site visit.

**SAMS Mission:** The mission of the Southwest Aeronautics, Mathematics and Science Academy is to prepare 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.

**Albuquerque Aviation Academy's Mission:** Albuquerque Aviation Academy cultivates opportunities for 6th-12th grade students to excel in fields related to aviation and STEAM. Students will have unique options to explore and excel in multiple career areas of aviation which are woven throughout an innovative hybrid learning experience.

**Goal #1:** 75% of students in grades 6-9, enrolled on 40th day, will complete the SMART Lab elective annually with a score of "C" or better.

In the 2019-2020, this goal was not assessed, although Albuquerque Aviation Academy did continue to provide our students with the SMART Lab elective, even when students moved to remote learning. This was challenging during this time since it was difficult to provide students with a hands-on piece. Projects and activities were more online based or used materials that students would have readily available.

In 2020-2021, SMART Lab continued remotely and students' projects were centered on their interests. 84% of students successfully participated and passed their SMART Lab elective with a score of "C" or better. In 2021-2022, that increased to 86% of students successfully participating and passing their SMART Lab elective with a score of "C" or better. In 2022-2023, 85% of students participated in and passed their SMART Lab elective, meeting this goal every year of the contract.

**Goal #2:** 75% of students in each grade level 10-12, enrolled on the 40th day, will take one STEAM elective, at least 0.5 credit annually, earning a "C" or better.

During the 2019-2020 school year, this goal was also not assessed, although students who were already enrolled in STEAM electives continued to take and pass those courses with similar results to their core curriculum.

In 2020-2021, 88% of students in grades 10-12, earned a “C” or better in a STEAM elective. In 2021-2022, 80% of students and in 2022-2023, 91% of students in grades 10-12, earned a “C” or better in a STEAM elective, meeting or exceeding this goal throughout the years of this charter contract. This heavy emphasis on STEAM based electives is one reason that Albuquerque Aviation Academy attributes to the better than average science assessment scores throughout the years of the contract.

## 2. Organizational Performance

### 2.a. Educational Program

How is the school implementing the distinctive educational program described in its contract (Performance Framework Indicator 1.a.)? The response should address the ways in which the school is implementing the family, teacher, and student-focused terms of its contract. Please discuss any innovations the school has implemented in support of its mission and educational program.

School response:

The Comprehensive Educational Program of the School includes five (5) main components; Core curriculum in computer labs using Edgenuity, a Success Lab for students who are not at grade level in reading and math, SMART Lab for collaborative learning, an aviation program, and dual enrollment courses.

Since its inception, Albuquerque Aviation Academy has provided all students with the ability to complete their core curriculum in computer labs using Edgenuity. Edgenuity continues to be a strong backbone of our school, offering a variety of rigorous instruction to all of our students. Each student is assigned a device that allows them to access their curriculum on the go, rather than sharing a device in a common lab space. Pandemic practices forced the school to move to more of a grade level/content model instead of one large collective space. What Albuquerque Aviation Academy found during this time, is having students in cohorts and having them move from classroom to classroom allowed the teachers a greater focus of core instruction that aligns to the instruction provided in Edgenuity. With the move to a new facility, this idea of individual classrooms for a specific subject matter continued.

The school offers a Success Lab for students who are not at grade level in reading and math. This Success Lab is designed to provide students with specific instruction to fill in gaps in their education and focus on allowing students to reach their full potential and provide additional support to students.

Albuquerque Aviation Academy offers a SMART Lab where students perform collaborative, hand-on group work in science, math, art, engineering and technology. This course is a required course for students in grades 7th - 9th. SMART Lab allows students to pursue small group collaborative project based learning in a variety of areas that students are interested in.

The school offers an aviation program to students in grades 9-12, which includes coursework, ground school, and flight school including simulator and aircraft training. Albuquerque Aviation Academy has expanded the aviation program in the last couple of years to also include an FAA Drones License, hot air ballooning instruction, Air Traffic Control internships and A&P (airplane mechanical) internships. This program has also been modified to be able to include our younger students in 8th grade by allowing them the opportunity to take Aviation History for students who are interested in that pathway. In the near future, our aviation program will expand to also include a glider program, a hot air balloon internship program and an Eclipse Aviation internship to expand the aviation opportunities for our students.



The aviation courses offered through Albuquerque Aviation Academy are no longer dual-enrollment classes due to CNM discontinuing this program. Lack of proper staffing at CNM was an issue at the end of this program with CNM and is the suspected reason for separation from dual enrollment.

The school offers dual enrollment courses through both CNM and UNM where students have access to a variety of instructional opportunities.

Albuquerque Aviation Academy families are encouraged to participate in their students' education through a variety of opportunities including the Equity Council, participation in Open House, attending semi-annual Student-Led Conferences, Senior Meetings that include information about colleges, scholarships and much more. Albuquerque Aviation Academy sends out weekly newsletters called the "Wings Weekly" that are sent via email, text and available on our website to keep families informed of activities and events and help them engage with their child's school community.

Teachers are offered 30+ hours of professional development throughout the year that include building communities in the classroom, norms, building meaningful relationships with students, supporting students with IEPs and English Learners and so much more. Through hands-on, teacher centered activities, our staff are able to use the information learned in training to create better classroom instructional practices and environments for their learners.

Students can mold their learning in a variety of ways. Each student meets with their homeroom teacher on a regular basis to build their relationship and allow the homeroom teacher to help guide their course choices. Student-led conferences take place twice a year, where students can highlight their learning in school's to their families in a positive, graduation focused manner. In addition, Albuquerque Aviation Academy continues to deliver a full-time social worker that is able to provide social emotional learning classes to all middle school students in their regular schedule as well as be available to help support all students.

In addition to all of the aviation related activities that Albuquerque Aviation Academy has to offer, the school offers a variety of sports that include archery, basketball, volleyball and expanding into cheerleading and other popular sports as our facility grows. Student Council and other student lead organizations help to keep our school student-centered and move with a common purpose.

The last two years, Albuquerque Aviation Academy has been able to provide FREE summer school to students who need credit recovery or want to get ahead in their classes.

Albuquerque Aviation Academy has also expanded enrichment programs by offering a huge variety of in-person elective opportunities that include classes such as chess, guitar, music history, creative writing, participation in the Governor's STEM Challenge, PSAT/SAT prep, social emotional learning, games and so much more.

## **2.b. Financial Compliance**

How is the school managing its finances (Performance Framework Indicators 2.a-f.)?

For each year in which the school had a significant deficiency, material weakness, or repeated finding(s) identified in the external audit, the school must provide a narrative explaining the improvement actions made to meet financial compliance requirements and the effectiveness of those actions in improving financial compliance. Success should be identified by specific changes in practice and changes in the audit findings in subsequent years. The purpose of the narrative is to demonstrate substantial progress toward achieving and maintaining financial compliance. Implementation of the described improvement actions should be verifiable through evidence at the site including renewal site visit.

If the school's Board of Finance was suspended at any time during the term of the contract, the school must provide a narrative explaining the actions taken on the school's own initiative to correct financial compliance and regain the Board of Finance Authority and the success of those actions. The school must also describe the current status of the Board of Finance and continuing actions to ensure the same financial challenges do not reoccur. Success should be identified by specific changes in practice. The narrative must be supported by evidence to be reviewed during the renewal site visit.

School response:

During the 2020-2021 school year, there were a total of two findings. One finding for "Internal Control over Cash Receipts." This finding was due to a review of cash receipts, the auditors identified 1 of 10 testing in the amount of \$680, however, the pre numbered receipts only totaled \$560. The cause was determined to be a "lack of a thorough review of cash receipts to ensure that check matches supporting details to identify any errors or corrections needed." Upon the auditor's recommendation, the school has continued to enhance their cash receipt controls and procedures to include additional review of funds against the cash receipt support to ensure accurate reporting and to identify any errors or corrections in a timely manner.

The second finding was for "Capital Asset Management." Three fully depreciated assets, with an original cost of \$66,512, were transferred to the school from another school during a previous fiscal year but were never added to the school's capital asset listing until fiscal year 2021. This was determined to be management oversight. Upon recommendation of the auditors, internal controls were established surrounding the year-end financial close and reporting process related to capital assets and management performs a physical observation of capital assets to ensure all assets are properly reflected within the accounting records. Organizational transfers that caused this issue are no longer taking place.

The school's Board of Finance has never been suspended at any time during the term of this contract.

### **2.c. Governance Responsibilities**

Describe how the school has met governance responsibilities during the term of the contract (Performance Framework Indicators 3.a.). Specifically, identify any time when membership on the governing body fell below the requirements in their by-laws or the statutory minimum of five members. Identify the amount of time any vacancies were open and identify any board members who did not complete required training hours in any year of the contract term. For any governance requirements the school was unable to meet, provide a narrative describing the improvement actions the school implemented to move toward full compliance. The purpose of the narrative is to demonstrate substantial progress toward meeting all governance requirements. The implementation of such actions must be verifiable through evidence during the renewal site visit.

School response:

Albuquerque Aviation Academy has met all governing council responsibilities during the term of their contract. Throughout our charter, we have maintained the required number of governing council members, and notified the Commission of all changes in membership within 30 days of the change.

All required trainings are completed through an educational consultant through a coaching training model where the consultant attends the meetings. There was a small discrepancy on our initial report from CSD during the 21-22 site visit that has since been cleared up. Our governing council works consistently with the educational consultant on board member training and has more than met the requirements set forth by the governing board training regulation and is considered a high achieving

council working on advanced level board practices according to the educational consultant that they work with.

The Governing Council also includes a board of finance that meets monthly just before the governing council meetings to scrutinize the financial reports and consult with the business manager regarding any questions that arise.

All Governing Council meetings agendas are posted at least three (3) days prior to the meeting at the school and on the school's website. Draft minutes, approved minutes, information packets, and financials are all available on the school's website. Members of the public may attend meetings in person or virtually through Zoom.

## **2.d. Equity and Identity**

How is the school protecting the rights of all students (Performance Framework Indicator 4.a.)? How is the school complying with the Martinez-Yazzie mandate to provide culturally and linguistically relevant instruction and to support and validate students' cultures, identities, and sense of belonging? How is the school complying with the requirements of the Indian Education Act (NMSA § 22-23A), the Hispanic Education Act (NMSA § 22-23B), and the Black Education Act NMSA § 22-23C)? What role does the school's equity council play in protecting the rights of all students?

School response:

Albuquerque Aviation Academy has not experienced any complaints that have risen beyond the administration during the term of their contract. We have an Equity Council who meets regularly to comply with the requirements that protect the rights of all students.

As part of the Administrative Update each month during the Governing Council meeting, an update is included that highlights what is happening with the council to serve the school. In addition, teachers receive professional development to provide culturally and linguistically relevant instruction and educate them on the cultures and identities of our student population. Our online curriculum, Edgenuity, provides cultural and linguistic responsiveness through tailored content that allows multilingual support, culturally relevant content, customizable learning paths and support for different learning styles.

Although the pandemic created some difficulty in forming a council, we have been able to start it with some invested stakeholders including parents and students. The Equity Council works to help teachers and students understand the various backgrounds that are found in our school. It is the goal of the council to honor the diversity of our students and create a place that accepts and embraces diversity.

Through the work of the CLR framework our Equity Council promotes the voice of our student body. Although it has been a slow process, we look forward to our Equity Council growing alongside our school and lending critical information to the board and administration to support students who need it most.

Albuquerque Aviation Academy meets all the requirements of the Indian Education Act, the Hispanic Education Act and the Black Education Act through required PED reporting and policy implementation.

## **2.e. Tribal Consultation**

Pursuant to the Indian Education Act, NMSA 22-23A-1 et. seq, and Subsections C and D of the Charter School Act, NMSA 22-8B-12.2, if the school is located on tribal land or serves a high percentage of Native American students, describe how the school complied with the requirements of ongoing consultations with tribal authorities.

School response: N/A

## 2.f. Other Performance Framework Indicators

For any Performance Framework indicator for which a school received a “Does Not Meet Standard” or a repeated “Working to Meet Standard” rating over the term of the contract, the school should provide a narrative to address improvement actions it has made to correct those findings. The purpose of the narrative is to demonstrate substantial progress toward meeting organizational performance expectations. Implementation of the described improvement actions should be verifiable through evidence at the renewal site visit.

If the school has received any Office of Civil Rights (OCR) complaints, formal special education complaints or NM Attorney General complaints, the school must identify those, provide all communications (redacted to protect PII) related to those complaints in **Appendix B-1 Complaint Communications**, and describe the current status of the complaint process. If any of those complaints have been resolved and resulted in a finding that the school violated any law, the school must provide a narrative describing the required compensatory and corrective actions required and their status in implementing those actions. The implementation of such actions must be verifiable through evidence during the renewal site visit.

School response:

1b State Assessment Requirements (Does Not Meet Standard 2021-2022): During the 2021-2022 school year, the ELA and Math participation rate was only 82%, the science participation rate was only 76% and the ACCESS assessment participation rate was only 58%. This was a challenging year with students coming back from the pandemic and often feeling like they could complete all of their coursework at home. A change in DTC/STC was made after the 2021-2022 school year. For the 2022-2023 school year, all but one student completed all of the state assessment requirements.

1d Rights of English Learners (Working to Meet Standard 2019-2020 & 2020-2021): Pulling the EL Report from the 2019-2020 120 Day Reporting, 16 students were found in the error report as “Student Snapshot English proficiency code and prior years do not agree.” During the 2020-2021 CSD questioned the status of two (2) students that were listed on the ELP Report. Albuquerque Aviation Academy worked to establish proper codes for each student and document the results in the student's cumulative folder. By the 2022-2023, 80 Day Report, CSD found zero (0) students in the ELP Error Report.

2a Financial Reporting and Compliance (Working to Meet Standard 2019-2020 & 2020-2021): During the 2020-2021 school year, there was one Significant Deficiency Reported (2020-001 Internal Control over Financial Reporting). There was a change in business management services, an additional level of review was added, and procedures were revised to increase internal control structures. The school also moved to an on-site business assistant model to help with daily internal controls. In the 2021-2022 and 2022-2023 school years, Albuquerque Aviation Academy has scored “Meets Standard.”

2b Accounting Principles (Does Not Meet Standard 2020-2021): During the 2020-2021 school year, there were a total of two findings. One finding for “Internal Control over Cash Receipts.” This finding was due to a review of cash receipts, the auditors identified 1 of 10 testing in the amount of \$680, however, the pre numbered receipts only totaled \$560. The cause was determined to be a “lack of a thorough review of cash receipts to ensure that check matches supporting details to identify any errors or corrections needed.” Upon the auditor’s recommendation, the school has continued to enhance their cash receipt controls and procedures to include additional review of funds against the cash receipt support to ensure accurate reporting and to identify any errors or corrections in a timely manner.

The second finding was for “Capital Asset Management.” Three fully depreciated assets, with an original cost of \$66,512, were transferred to the school from another school during a previous fiscal year but were never added to the school’s capital asset listing until fiscal year 2021. This was determined to be management oversight. Upon recommendation of the auditors, internal controls were established surrounding the year-end financial close and reporting process related to capital assets and management performs a physical observation of capital assets to ensure all assets are properly reflected within the accounting records. Organizational transfers that caused this issue are no longer taking place.

4b Attendance and Retention (Working to Meet Standard 2021-2022 & 2022-2023): During the 2021-2022 school year, the attendance rate was 93%. In 2022-2023 attendance rate was 94%, just short of the 95% state target rating. Albuquerque Aviation Academy has established an Attendance Team which consists of administration, teachers and the social worker to improve attendance rates. This team focuses on cultivating strong relationships between students and their teachers through the establishment of homeroom teachers that identify students at risk with attendance and reach out to those families to provide support.

Albuquerque Aviation Academy has not received any Office of Civil Rights (OCR) complaints, formal special education complaints or NM Attorney General complaints during the contract term.

# New Mexico Public Education Commission



## 2023 Charter School Renewal Application Part C: Financial Statement

Charter Schools Division  
Public Education Department  
300 Don Gaspar Ave  
Santa Fe, NM 87501  
(505) 827-6909  
[charter.schools@ped.nm.gov](mailto:charter.schools@ped.nm.gov)

Approved by the Public Education Commission: March 18, 2022

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## Instructions

Please read the entire Charter School Renewal Application Kit before preparing documents. In an effort to help applicants understand the requirements of the Renewal Application, the CSD will hold a minimum of two technical assistance workshops. Applicants will be notified of the dates, times, and locations of the workshops.

Enter applicant responses in boxes below. Answer all questions unless the question indicates that applicants should answer only under certain conditions (e.g., rating on a Performance Framework indicator requires explanation, etc.). Narrative responses should be verifiable through documents submitted or observable evidence at the renewal site visit.

## School Information

**Name of School:** Albuquerque Aviation Academy

**Current Charter Term:** 2019-2024

## Financial Statement Narrative

The school must provide a financial statement that discloses the costs of administration, instruction, and other spending categories for the charter school. The financial statement must be understandable to the general public and must allow comparison of costs to other schools or comparable organizations. The school must use the templates included within Part C of the renewal kit for the financial report. For schools that were identified in the lowest 25% of all schools in the NM System of Support and Accountability for SY2018-19 or SY2021-22, the report should specifically address how the school has prioritized resources toward proven programs and methods linked to improved student achievement.

Enter applicant response in box below:

**School response:** Albuquerque Aviation Academy prioritized student-centered spending and providing unique opportunities for students related to the aviation industry. Albuquerque Aviation Academy is growing year after year, first with the addition of 6th grade in the 2021-2022 school year and the largest

growth this year, following a move to a brand-new over 37,000 square foot facility in Northwest Albuquerque. This facility has allowed Albuquerque Aviation Academy to create learning spaces that are conducive to our hybrid, STEAM and Aviation focused instruction.



## Operational Expenditures Tables

For each fiscal year of the school's current charter contract (Year 1 to Year 4 for a 5-year contract), complete the table specific to the school's operational actual expenses and actual operational funding. Schools with contract terms shorter than five years may delete extra tables.

<b>Year 1: FY 20 Operational Funds/General Funds – 11000</b>				
<b>Function</b>	<b>Function Name</b>	<b>Example of Expenditures by Fund</b>	<b>Amount (in whole dollars)</b>	<b>Percentage (%)</b>
1000	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	\$1,120,774	47.03%
2100	Student Support	Attendance, Social Workers, Counseling, Ancillary Services, etc.	\$32,870	1.38%
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	\$238,468	10.01%
2300	Central Administration	Governance Council, Executive Administration/School Head Administrator, Community Relations, etc.	\$203,619	8.54%
2400	School Administration	Office of the Principal	\$281,409	11.81%
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	\$121,975	5.12%
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, etc.	\$384,035	16.11%
2700-5999	All Other Function Codes	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+	0	0.00%
Grand Total Operational/General Funds 11000			\$2,383,150	100%
Total Operational Funding Revenue 11000			\$2,905,421	N/A

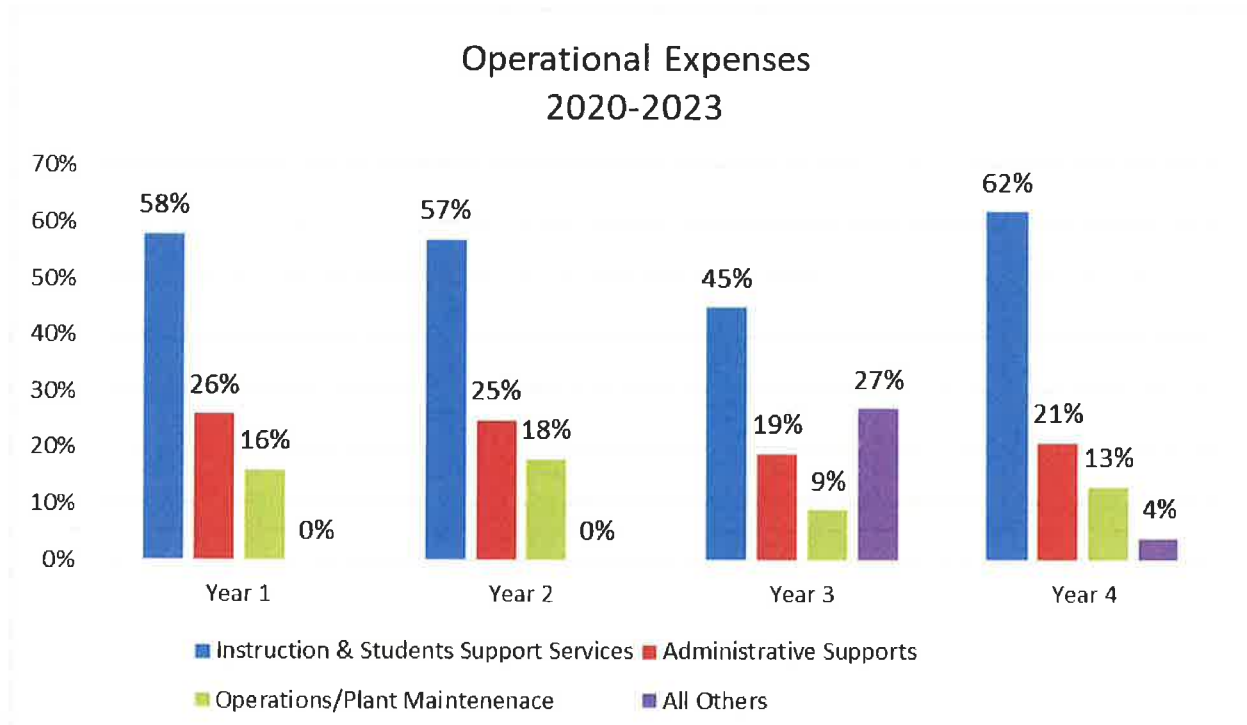
<b>Year 2: FY 21 Operational Funds/General Funds – 11000</b>				
<b>Function</b>	<b>Function Name</b>	<b>Example of Expenditures by Fund</b>	<b>Amount (in whole dollars)</b>	<b>Percentage (%)</b>
1000	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	\$1,293,048	53.69%
2100	Student Support	Attendance, Social Workers, Counseling, Ancillary Services, etc.	\$45,701	1.90%
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	\$22,242	0.92%
2300	Central Administration	Governance Council, Executive Administration/School Head Administrator, Community Relations, etc.	\$205,330	8.53%
2400	School Administration	Office of the Principal	\$207,569	8.62%
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	\$190,845	7.92%
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, etc.	\$443,448	18.41%
2700-5999	All Other Function Codes	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+		0.00%
Grand Total Operational/General Funds 11000			\$2,408,183	100%
Total Operational Funding Revenue 11000			\$2,563,246	N/A

<b>Year 3: FY 22 Operational Funds/General Funds – 11000</b>				
<b>Function</b>	<b>Function Name</b>	<b>Example of Expenditures by Fund</b>	<b>Amount (in whole dollars)</b>	<b>Percentage (%)</b>
1000	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	\$1,249,681	40.18%
2100	Student Support	Attendance, Social Workers, Counseling, Ancillary Services, etc.	\$89,186	2.87%
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	\$71,216	2.29%
2300	Central Administration	Governance Council, Executive Administration/School Head Administrator, Community Relations, etc.	\$209,902	6.75%
2400	School Administration	Office of the Principal	\$238,959	7.68%
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	\$130,062	4.18%
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, etc.	\$294,317	9.46%
2700-5999	All Other Function Codes	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+	\$826,579	26.58%
Grand Total Operational/General Funds 11000			\$3,109,902	100%
Total Operational Funding Revenue 11000			\$2,513,173	N/A

<b>Year 4: FY 23 Operational Funds/General Funds – 11000</b>				
<b>Function</b>	<b>Function Name</b>	<b>Example of Expenditures by Fund</b>	<b>Amount (in whole dollars)</b>	<b>Percentage (%)</b>
1000	Direct Instruction	Teachers, EAs, Instructional Coaches, etc.	\$1,431,142	55.03%
2100	Student Support	Attendance, Social Workers, Counseling, Ancillary Services, etc.	\$80,026	3.08%
2200	Instructional Support	Library/Media Services, Instructional-Related Technology, Academic Student Assessment, etc.	\$91,084	3.50%
2300	Central Administration	Governance Council, Executive Administration/School Head Administrator, Community Relations, etc.	\$219,995	8.46%
2400	School Administration	Office of the Principal	\$193,927	7.46%
2500	Central Services	Business Manager, Human Resources, Printing, Technology Services, etc.	\$145,422	5.59%
2600	Maintenance and Operations	Maintenance and Operations of Buildings, Upkeep of Grounds and Vehicles, Security, Safety, etc.	\$337,078	12.96%
2700-5999	All Other Function Codes	PED Grant Initiatives, PreK, state grants, Next Gen, CTE, digital technology, extended learning and K5+	\$102,194	3.93%
Grand Total Operational/General Funds 11000			\$2,600,868	100%
Total Operational Funding Revenue 11000			\$2,726,804	N/A

## Operational Expenditures Chart

Complete the Operational Expenses chart below. To edit the data, right click on the chart and an Excel table will appear (see screenshot below). Edit the data in the table, and the data in the chart will update automatically.



# New Mexico Public Education Commission



## 2023 Charter School Renewal Application Part D: Petitions of Support

Charter Schools Division  
Public Education Department  
300 Don Gaspar Ave.  
Santa Fe, NM 87501  
(505) 827-6909  
[charter.schools@ped.nm.gov](mailto:charter.schools@ped.nm.gov)

Approved by the Public Education Commission (PEC): February 17, 2023

## **Part D: Petitions of Support**

1978 NMSA §22-8B-12 requires the school two petitions. Original signatures must be available for CSD review.

**Appendix D-1 Employee Petition** a petition in support of the charter school renewing its charter status signed by not less than sixty-five percent of the employees in the charter school during the year prior to the last year of the contract.

Signatures must be collected during the year prior to the last year of the contract, using the school's employee information on the 120<sup>th</sup> day.

Following is a suggested form to certify the petition. This form may be attached to the petition. You **MUST** have original signatures.



I am the head administrator of the Albuquerque Aviation Academy (formerly known as Southwest Aeronautics, Mathematics & Science Academy; SAMS Academy) and hereby certify that: the attached petition in support of the Albuquerque Aviation Academy renewing its charter was circulated to all employees of the Albuquerque Aviation Academy. There are 22 persons employed by the Albuquerque Aviation Academy. The petition contains the signatures of 21 employees which represents 95% percent of the employees employed by the Albuquerque Aviation Academy.

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, Bridget Barrett, being first duly sworn, upon oath state:

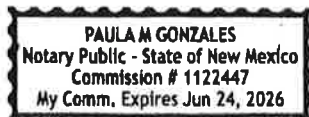
That I have read the contents of the attached Petition, and my statements herein are true and accurate to the best of my knowledge and belief.

  
\_\_\_\_\_

Subscribed and sworn to before me this 8<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: June 24, 2026





**Appendix D-2 Household Petition** a petition in support of the charter school renewing its charter status signed by at least seventy-five percent of the households whose children are enrolled in the charter school on the 120th day of the year prior to the last year of the contract.

Signatures must be collected during the year prior to the last year of the contract, using the school's enrollment information on the 120<sup>th</sup> day. Students over the age of 18 and students acting as a head of household may provide the signature for the household. For students under the age of 18 living with a parent or guardian, the signature shall be the parent or guardian's signature. Petitions may be signed electronically but must include the student name(s), parent name, email address, and date

Following is a suggested form to certify the petition. This form may be attached to the petition. You **MUST** have original signatures.



I am the head administrator of the Albuquerque Aviation Academy (formerly known as Southwest Aeronautics, Mathematics & Science Academy; SAMS Academy) and hereby certify that: the attached petition in support of the Albuquerque Aviation Academy renewing its charter was circulated to households whose children were enrolled in the Albuquerque Aviation Academy. It contains the signatures of households which represents 79 percent of the households whose children were enrolled in the Albuquerque Aviation Academy.

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

I, Bridget Barrett, being first duly sworn, upon oath state:

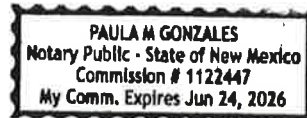
That I have read the contents of the attached Petition, and my statements herein are true and accurate to the best of my knowledge and belief.

  
\_\_\_\_\_

Subscribed and sworn to before me this 10<sup>th</sup> day of Aug 2023.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



# New Mexico Public Education Commission



## 2023 Charter School Renewal Application Part E: Facilities

Charter Schools Division  
Public Education Department  
300 Don Gaspar Ave.  
Santa Fe, NM 87501  
(505) 827-6909  
[charter.schools@ped.nm.gov](mailto:charter.schools@ped.nm.gov)

Approved by the Public Education Commission: March 18, 2022

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## Instructions

Please read the entire Charter School Renewal Application Kit before preparing documents. In an effort to help applicants understand the requirements of the Renewal Application, the CSD will hold a minimum of two technical assistance workshops. Applicants will be notified of the dates, times, and locations of the workshops.

Enter applicant responses in boxes below. Answer all questions unless the question indicates that applicants should answer only under certain conditions (e.g., rating on a Performance Framework indicator requires explanation, etc.). Narrative responses should be verifiable through documents submitted or observable evidence at the renewal site visit.

## School Information

**Name of School:** Albuquerque Aviation Academy

## Facilities Narrative

Provide a description of the charter school facilities. Enter applicant response in box below:

**School response:**

Albuquerque Aviation Academy is located at 6441 Ventana Road Northwest, Albuquerque, NM 87114. The school moved into the brand new 28,405 square foot building with an additional 8,720 square foot gym for a total of 37,125 square foot facility in January of 2023. This building consists of 12 general education classrooms that are each over 870 square feet and additional storage spaces, allowing for ample learning environments. An aviation classroom, specifically designed for integrating our full flight simulator and a spacious SMART lab allow students unique hands-on learning opportunities. Additional spaces for students with special needs, a

lunch room, and offices as well a full-sized gym complete with a weight room give students of the Albuquerque Aviation Academy a well rounded learning environment.

Albuquerque Aviation Academy also designed an outdoor courtyard area in the center of the school where students can enjoy meals and have opportunities for learning to take place outdoors. Albuquerque Aviation Academy is working on the next phase of our outdoor learning opportunities which will include a full sized track and turf field for outdoor sports to take place. In the previous building, we were limited to a number lower than the school's cap due to classroom and size constraints. This new building will allow the Albuquerque Aviation Academy to grow year after year as we continue to increase enrollment closer to our 500 student capacity.

### Appendices

Include the following appendices as PDFs, using the following naming conventions. In place of "School Name" please use a short form of the school's name, with the same form used consistently for all appendices.

	<b>File Name</b>	<b>Documentation</b>
<b>E-1</b>	E-1 E-Occupancy School Name	E-Occupancy Certificate
<b>E-2</b>	E-3 Lease Agreement School Name	A copy of the facility lease agreement, if applicable
<b>E-3</b>	E-4 Facility Master Plan School Name	Facility Master Plan

# Certificate of Occupancy

City of Albuquerque  
Planning Department  
Building Safety Division

*This certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.*

Building Address 6441 Ventana Rd NW

Zip 87114

Portion of Building Commercial - New Construction

Use Classification Commercial Project

Bldg. Permit No. BP-2021-35524

Occupancy Group E

Type of Construction IIB - Sprinklered

Land Use Zone N/A

Owner of Building RM Sams LLC

Address P.O. Box 73, Corrales, NM, 87048

By

Alyssa Covarrubias-Powell

Date

April 3, 2023

Inspector

Building Safety Division

IBC Code 2015

**POST IN A CONSPICUOUS PLACE**

**MAXIMUM OCCUPANT LOAD 1,099**

**State of New Mexico  
Public School Facilities Authority**

Jonathan Chamblin, Director



Martica Casias, Deputy Director

**1312 Basehart Road, SE, Suite 200  
Albuquerque, NM 87106  
(505) 843-6272 (Phone); (505) 843-9681 (Fax)  
Website: [www.nmpsfa.org](http://www.nmpsfa.org)**

August 11, 2020  
Jill Brame, Director of Operations  
Southwest Aeronautics, Mathematics, and Science Academy  
4100 Aerospace Parkway NW  
Albuquerque, NM 87120

**RE:** Proposed New Facility for the Southwest Aeronautics, Mathematics, and Science Academy

**VIA E-MAIL**

Ms. Brame,

The Public School Facilities Authority (PSFA) has reviewed the submitted construction drawings for the proposed new school facility for the Southwest Aeronautics, Mathematics, and Science Academy. The proposed new facility will be located at 6441 Ventana Ranch Road NW. PSFA understands that the charter school plans to obtain a lease purchase agreement for the land and proposed building to be constructed, and relocate to this facility.

The purpose of this plan review was to determine if the proposed facility is in concurrence with the requirements for a Lease Purchase Agreement, pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1 NMSA 1978. The proposed building must have a weighted New Mexico Condition Index (wNMCI) score equal to or better than the current statewide average, meet the statewide adequacy standards, and meet Educational Occupancy standards.

The PSFA is pleased to advise you that the assumed wNMCI score for this new facility will be 0.0%. This score is better (lower is better) than the current wNMCI statewide average of 23.4%, as required by statute.

Analysis of the planned classroom space, for an assumed enrollment cap of 400, indicates the facility will meet the Statewide Adequacy Standards requirements issued by the PSCOC and set forth within 6.27.30 NMAC.

The construction drawings reflect an Educational Occupancy.

This letter confirms that the proposed facility for the Southwest Aeronautics, Mathematics, and Science Academy fulfils the required criteria for a charter school entering a Lease Purchase Agreement.

Please keep the PSFA apprised of the construction and relocation progress. The PSFA will conduct an assessment of the facility once construction is complete.

Please feel free to contact me if you have any questions or concerns regarding this correspondence.

Respectfully,

A handwritten signature in cursive script that reads "Alyce Ramos".

Alyce Ramos, Research Analyst  
Public School Facilities Authority

Cc; Martica Casias, Deputy Director

*Partnering with New Mexico's communities to provide quality, sustainable school facilities for our students and educators*



4100 Aerospace Pkwy. NW  
Albuquerque, NM 87120-8792  
MAIN (505) 338-8601  
FAX (505) 923-3091

August 16, 2021

**VIA EMAIL AND U.S. MAIL**

Mr. Antonio Ortiz, Director  
Capital Outlay Bureau  
New Mexico Public Education Department  
Jerry Apodaca Education Building, Room G-6  
300 Don Gaspar Ave.  
Santa Fe, NM 87501

*Re: Lease Purchase Agreement Approval for Southwest Aeronautics, Mathematics, and Science Academy*

Director Ortiz,

On the behalf of the Southwest Aeronautics, Mathematics, and Science Academy (SAMS Academy) and pursuant to the New Mexico Public Education Department's (NMPED's) Checklist for Charter School Submission for Proposed Lease Purchase Arrangement for Public Education Department Approval ("Checklist"). I am submitting the School's documents in support of our request for NMPED approval of the enclosed Lease Purchase Agreement.

Enclosed with this letter please find copies of the following documents:

1. Copy of the August 10, 2021 Agenda for the SAMS Academy Governing Council's special meeting at which the SAMS Governance Council ("Council") address the proposed Lease Purchase Arrangement ("LPA"). See Items IV-V of the agenda. (Attachment #1)
2. The SAMS Academy Governing Council's Resolution No. 2021-22-001 ("Resolution") approving entering into a LPA under the terms and conditions described. (Attachment #2)
3. Proposed Lease Purchase Arrangement. (Attachment #3)
4. Sources of Funds for Lease Purchase Arrangement. (Attachment #4)
5. Public School Facilities Authority Approvals are in process and will be forwarded once the weighted New Mexico Condition Index score is finalized.
6. Affidavit of Bridget Barrett concerning Open Meetings Act Compliance. (Attachment #5)



Mr. Antonio Ortiz, Director  
August 16, 2021  
Page 2 of 3

Currently the SAMS Academy is located at 4100 Aerospace Pkwy. NW in Albuquerque, NM, in a facility that is owned and Operated by the City of Albuquerque's Department of Aviation. It had been the hope of the school to purchase the existing facility, a task that is made impossible with the discovery that the land is owned by the Federal Aviation Administration, which was discovered during exploratory conversations with the City of Albuquerque about buying 4100 Aerospace Pkwy. NW.

After the ability to Purchase 4100 Aerospace Pkwy. NW was eliminated, the school engaged with Steve Nakamura to identify a location and design a new Public School facility for the School. Mr. Nakamura is the current owner of Rachel Matthew Development, Inc. a New Mexico business corporation. Rachel Matthew Development, under the name RMSAMS LLC, is the lessor under the lease purchase arrangement SAMS Academy is submitting for your and the NMPED's approval.

This transaction involves the acquisition of 5.00+/- acres at the Southwest Corner of Irving Blvd. and Ventana Road, Albuquerque, NM. Mr. Nakamura has helped the school plan and design a proposed 36,800 sq. ft. single story school facility to be housed on the land. Mr. Nakamura has agreed to purchase the land from the current owner and make improvements, including the construction of the proposed facility, and then sell the property to the School using the financing instrument of the lease purchase arrangement. The financing structure of the LPA does not extend the payments beyond thirty (30) years. It is anticipated that the LPA, with advance principal payments, will be paid off in approximately twenty-three (23) years.

Rachel Matthew Development, Inc. has a pending purchase agreement for the land and the closing of this transaction is conditional upon approval of the NMPED's approval of the proposed lease purchase arrangement. Land improvements and new facility construction cannot commence until closing of the land sale. The school anticipates an added, unbudgeted, boom in enrollment once located in the new facility closer to potential student's families. In these unprecedented times, we feel that time is of the essence to finalize this amazing opportunity and SAMS Academy respectfully asks the NMPED to consider the proposed Lease purchase agreement as quickly as possible.

If you have any questions or require additional information in order to process this request for approval, please contact either myself or the school's attorney, Mr. R. Daniel Castille <[dcastille@cuddymccarthy.com](mailto:dcastille@cuddymccarthy.com)> with the Cuddy & McCarthy Law Firm.

Mr. Antonio Ortiz, Director  
August 16, 2021  
Page 3 of 3

If you have any questions or require additional information in order to process this request for approval, please contact either myself or the school's attorney, Mr. R. Daniel Castille <[dcastille@cuddymccarthy.com](mailto:dcastille@cuddymccarthy.com)> with the Cuddy & McCarthy Law Firm.

Thank you for your attention to this matter.

Sincerely,



Sean D. Fry, Business Manager

Enclosures

Cc: Bridget Barrett, Head Administrator, Southwest Aeronautics, Mathematics, and Science Academy

SOUTHWEST  
AERONAUTICS,  
MATHEMATICS &  
SCIENCE ACADEMY

# 2019-2024 Facility Master Plan & Ed Spec

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February 1, 2019



## AIRCRAFT LEASE AGREEMENT

THIS AIRCRAFT LEASE AGREEMENT (the "Agreement") is dated as of September 22, 2023, by and between Stanley B. Roeske, ("Owner") of the Aircraft (as hereinafter defined), and the Governing Council of Southwest Aeronautics, Mathematics, and Science Academy (hereinafter "Lessee"). Lessee is the Governing Council of a New Mexico charter school duly organized under the New Mexico Charter Schools Act, NMSA 1978 § 22-8B-1 *et seq.*

1. **Exclusive Lease of Aircraft.** Subject to the terms and conditions set forth herein, Owner hereby leases to Lessee and Lessee hereby accepts from Owner such lease and exclusive license to possess, use and operate one (1) 2013 PIPISTREL LSA SRL SINUS fixed wing single engine aircraft (FAA Registration No. N21PX) comprised of the airframe (Manufacturer's Serial No. 535 SFN 912 LSA) together with the engines, appliances, parts, instruments, appurtenances, accessories and other equipment or property installed thereon or included therein as the same existed when piloted by Lessee's representative (collectively, the "Aircraft"), in the airworthy condition in which it existed on such date.

2. **Term of Agreement.** The Term of this Agreement shall commence on the date on which the first payment becomes due pursuant to Paragraph 5 of this Agreement, and shall continue to June 30, 2024, at which point the lease shall continue on a month-to-month basis until either party terminates the lease by giving 30 days' written notice to the other party. At any point during the Term, Lessee may terminate this lease for convenience upon 30 days' written notice to Owner.

3. **Acceptance of Aircraft.** Lessee has determined that the Aircraft is suitable for the use intended, and Lessee has inspected the same and accepts the same as delivered, subject to the terms of this Agreement. Lessee represents to Owner that the intended purpose of the Aircraft shall be for use in Lessee's primary flight training program.

4. **Use of Aircraft.** During the term of this Agreement, Lessee shall have the exclusive right to possess, use and operate the Aircraft. Lessee will cause the Aircraft to be operated in accordance with any applicable vendors' or manufacturers' manuals or instructions by competent and duly qualified personnel only and in accordance with all applicable governmental rules and regulations, including, without limitation, the rules and regulations of the United States Federal Aviation Administration (the "FAA"). Lessee's use of the aircraft is exclusively in activities as deemed necessary by the school, to include orientation flights, primary and instrument flight instruction, conducted by qualified and appropriately certificated instructors acting on behalf of Lessee and other uses incidental thereto. Notwithstanding anything to the contrary in this Agreement, Owner may use and fly the Aircraft for up to five (5) hours per month at times mutually agreed upon with Lessee's flight representative.

5. **Lessee Payments.**

(a) Lessee shall pay, **FIVE HUNDRED DOLLARS (\$500.00) (the Monthly Lease Payment)** to Owner at Owner's notice address listed in Paragraph 20 of this Agreement, or any other address as Owner may require from time to time. The first Monthly Lease Payment shall

be made upon delivery and acceptance of the Aircraft by Lessee. Subsequent Monthly Lease Payments shall be paid on the last day of the month, beginning October 31, 2023 and continuing until the end of the Term. If Lessee's payment is delivered more than ten (10) days after the due date, a late charge equal to 2% of the Monthly Lease Payment shall be assessed and due immediately.

(b) Lessee shall pay all costs, expenses, fees, and charges incurred in connection with the delivery, possession, use and operation of the Aircraft and each item of equipment, when due, directly to the person to whom such payment is due.

(c) Lessee shall be liable for and shall pay any and all fees for licenses, registrations, permits, and other certificates as may be required for the lawful operation of the Aircraft. Lessee shall pay any and all liabilities, fines, forfeitures, or penalties for violations of any applicable governmental regulations relating to the Aircraft caused by Lessee's use and operation thereof, and reimburse Owner for any amounts expended by Owner on account of such violations except as set forth in Section 14 hereof.

(d) Lessee hereby agrees to reimburse Owner for any amount paid by Owner on behalf of Lessee pursuant to the terms of this Agreement, or otherwise for any of Lessee's obligations hereunder with respect to the Aircraft within forty five (45) days after Lessee's receipt of a written demand for such reimbursement from Owner together with supporting invoices relating to such payments.

6. **Maintenance.** Lessee shall service, inspect, repair, maintain, overhaul, test, and hangar (hereinafter "Maintenance") or cause the same to be done to the Aircraft during the term of this Agreement (i) to keep the Aircraft in good operating condition and appearance and (ii) to keep the Aircraft in such operating condition as may be necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations, Airworthiness Directives (AD's), including those requiring annual, one hundred (100) hour inspections, and fifty (50) hour inspections.

Lessee shall maintain all records, logs, and other materials required by the United States Department of Transportation or the FAA to be maintained in respect to the Aircraft and shall promptly furnish to Owner, upon Owner's request, such information as may be required to enable Owner to file any reports required to be filed with any governmental authority because of Owner's interest in the Aircraft. Owner shall not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Aircraft. Lessee shall provide copies of the aircraft maintenance and operating logs to Owner at the request of the Owner to the Owner's notice address as the same is listed in Paragraph 20, or by any other means owner approves in writing from time to time.

Notwithstanding the foregoing, if any required repair is not caused by Lessee's use and operation of the aircraft and is not covered by insurance, Lessee may opt to not make the repair, terminate the lease, and return the Aircraft to Owner without liability related to the repair.

7. **Alterations, Modifications, and Additions.** Lessee, at its own expense, shall make alterations and modifications in and additions to the Aircraft as may be required to be made from

time to time during the term of this Agreement under any applicable law or regulation, regardless upon whom such requirements are, by their terms, nominally imposed. Such modifications include, but are not limited to, any required by the Aircraft manufacturer or any FAA Airworthiness Directive.

Notwithstanding the foregoing, if any such required alteration or modification will exceed the cost of \$10,000.00, Lessee may opt to not make the alteration or modification, terminate the lease, and return the Aircraft to Owner without liability for the alteration or repair.

**8. Legal Title to the Aircraft.** Legal title to the Aircraft shall remain in the Owner at all times during the term. All attachments, accessories, repairs, remodeling and renewals shall become a part thereof and be the property of Owner. Lessee agrees to place on the exterior or interior of the Aircraft such labels, tags or other notifications of Owner's ownership thereof as may be required by applicable law and other governmental rules and regulations.

**9. Representations and Warranties.**

(a) OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE AIRCRAFT IS LEASED TO LESSEE BY OWNER HEREUNDER "AS-IS" AND NEITHER OWNER IN ITS INDIVIDUAL CAPACITY OR OTHERWISE SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE AIRWORTHINESS, CONDITION, VALUE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS FOR USE OF THE AIRCRAFT, AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE AIRCRAFT OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE AIRCRAFT.

(b) Owner warrants and agrees that during the term of this Agreement, Lessee's use of the Aircraft shall not be interrupted by Owner or anyone claiming solely through or under Owner other than as set forth in this Agreement.

**10. Warranty Assignment.** Contemporaneously with the execution of this Agreement, Owner is assigning to Lessee all manufacturer, dealer, or supplier warranties applicable to the Aircraft, to the extent such warranties may exist, to enable Lessee to obtain any warranty service available therefor. Owner expressly makes no representations concerning the existence or non-existence of any such warranties. Any enforcement of a warranty by Lessee shall be at the expense of Lessee and shall in no way render Owner responsible to Lessee for the performance of any warranties.

**11. Intentionally Omitted.**

**12. Insurance.** Lessee shall, at Lessee's expense, maintain, or cause to be maintained in effect, at all times during the term of this Agreement, with insurers of recognized responsibility, comprehensive aircraft and general liability insurance (including without limitation passenger legal

liability and property damage coverage but excluding manufacturer's product liability coverage) with respect to the Aircraft in an amount that (1) insures the entire value of the Aircraft against any loss or damage thereto (including a total loss), and (2) insures Owner and Lessee against claims for bodily injury in the amount of \$1,000,000 aggregate (with no lesser per passenger/per incident limit). All insurance policies shall name both Owner and Lessee as insureds or loss payees. Lessee shall pay the premiums for such insurance policies and shall provide Owner with evidence of such policies of insurance reasonably satisfactory to Owner. All insurance policies required hereunder shall provide that Owner shall be given thirty (30) days prior written notice of the effective date of any alteration or cancellation of such policy. In the event that Lessee shall fail to maintain insurance as herein provided, Owner may, at its option, obtain such insurance protecting the interests of Owner and Lessee, or of Owner only, and pass on to Lessee any monthly increase in premiums due and owing as a result of Lessee's failure to maintain insurance required under this paragraph.

13. **Performance by Owner of Lessee Obligation.** In the event that Lessee shall fail to perform any of its obligations hereunder, Owner may at its option, immediately or at any time thereafter, perform such obligation for Lessee's account without thereby waiving such default, and, in such event, Lessee shall reimburse Owner for all of its expenses incurred in connection with the performance of such obligation pursuant to Section 5 hereof.

14. **Limitation of Liability.** Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of any violation or alleged violation of requirements applicable to performance of this Agreement by such party. Any tort liability incurred by Lessee in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. By entering into this Agreement, the Lessee and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. **Termination.**

(a) Owner may terminate this Agreement and Lessee's rights hereunder upon written notice to Lessee if Lessee (i) fails to pay, when due, any payment or reimbursement obligation required under Section 5 hereof and such failure continues for a period of thirty (30) days after notice thereof in writing to Lessee, or (ii) fails to timely pay or perform any other liability, obligation, or covenant of Lessee under this Agreement, and in either case, such failure continues for a period of thirty (30) days after notice thereof in writing to Lessee; provided, however, that if Lessee shall be diligently proceeding to correct such failure but unable to correct such failure within such 30 days, such period shall continue for an additional reasonable period to correct such failure.

16. **Notification to Owner.** If the Aircraft is damaged, lost, stolen, or destroyed, or if any person's injury or death is caused by the operation of the Aircraft, or if the Aircraft is damaged as a result of its operation, use, maintenance, or possession, Lessee shall promptly notify Owner of the occurrence, and shall file all necessary accident reports, including those required by law, and other governmental rule or regulation, and those required by insurer(s) of the Aircraft.

17. **Assignment of Lessee.** Except as provided in this Agreement, Lessee shall not,

without the prior written consent of Owner, assign, transfer, pledge or hypothecate this Agreement, the Aircraft or any part thereof or any interest therein.

**18. Assignment by Owner.** Owner may, at its option, assign its rights under this Agreement or any rights hereunder at any time upon thirty (30) days written notice to Lessee.

**19. Amendments and Waivers.** No term or provision of this Agreement may be amended, modified, waived, discharged or terminated orally, but only by a written instrument signed by the party against which enforcement of such amendment, modification, waiver, discharge or termination is sought. No delay or failure by either party to exercise any right under this Agreement shall constitute a waiver of that or any other right hereunder and any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

**20. Notices.** Unless otherwise expressly provided by law or herein, all notices, instructions, demands and other communications hereunder shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid and return receipt requested, or sent by facsimile transmission (the receipt of which shall be confirmed by the parties, either by a confirming copy sent by air mail, postage prepaid, or some other manner which confirms receipt of the facsimile) and the date of personal delivery of facsimile transmission or 7 business days after the date of mailing (other than in the case of the mailing of a confirming copy of a facsimile transmission), as the case may be, shall be the date of such notice, in each case addressed

if to the Owner, to:

STANLEY B. ROESKE

\_\_\_\_\_, Albuquerque, NM 8\_\_\_\_\_, (or at such other address as the Owner shall have furnished to the Lessee in writing)

Telephone:

Email:

and (ii) if to Lessee, to:

Southwest Aeronautics, Mathematics, and Science Academy

6441 Ventana Rd, NW

Albuquerque, NM 87114

Telephone: 505.604.6441

Email: [info@samsacademy.com](mailto:info@samsacademy.com), [lchavez@samsacademy.com](mailto:lchavez@samsacademy.com)

(or at such other address and/or facsimile number as the Lessee shall have furnished to the Owner in writing).

**21. Entire Agreement.** This Agreement is the entire Agreement between the Parties. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on either party unless in writing signed by both parties.

**22. Governing Law.** This Agreement shall be governed by and construed in accordance



with the internal laws of the State of New Mexico without giving effect to any choice or conflict of law provision or rule (whether of the State of New Mexico or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New Mexico. Venue for any dispute arising out of this Agreement shall be in the State Court in Albuquerque, New Mexico. In the event any action is filed in relation to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs from the other party.

**23. Heirs and Successors.** This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assigns of the parties to this Agreement. Nothing contained in this Section 23 shall be construed as a consent by Owner or Lessee to any assignment of this Agreement or any interest therein by Lessee or Owner. Owner understands that Lessee is in the process of changing its name to Albuquerque Aviation Academy ("AAA") and, when such change is complete, AAA shall be the Lessee under this Agreement

**24. Further Assurances.** Lessee and Owner shall execute and deliver such further documents and take such further action as may be necessary to effectuate the intent and purpose of this Agreement.

**25. Captions.** The captions used in this Agreement are solely for convenience of reference and do not form part of the Agreement.

**26. No Third Party Beneficiary.** No person, other than the parties expressly named herein, is intended to be a beneficiary of any provisions of this Agreement.

**27. Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be prohibited or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held prohibited or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**28. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute and be one and the same instrument.

**29. INTENTIONALLY OMITTED.**

**30. Contingencies. This Agreement is contingent upon the following:**

- a. Pre-Closing Inspection.** Lessee's obligations under this Agreement are contingent upon Lessee's satisfaction with a pre-closing inspection, to be performed at Lessee's expense, through a contractor selected by Lessee, so long as the contractor holds current Airframe and Powerplant mechanic certificates issued by the Federal Aviation Administration. Upon completion of this inspection, Lessee shall present to the Owner any list of defects or discrepancies compiled. Owner shall have five business days to review the list and to notify the Lessee of Owner's decision (a) to pay to have the defects or discrepancies repaired at Owner's expense and to complete the transaction; or (b) to decline to pay the costs of repairs and to terminate this Agreement. If Owner declines to pay the cost of

repairs, Owner shall refund all amounts received from Lessee pursuant to this Agreement.

**b. Aircraft Delivery.** Following the Pre-Closing Inspection and Lessee's determination to accept the Aircraft, the Aircraft and its records, logs, and other materials required by the United States Department of Transportation or the FAA to be maintained in respect to the Aircraft, shall be delivered to Lessee.

**c. Non-Appropriation.** The terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature, this Agreement shall terminate upon thirty (30) days written notice from Lessee to Owner, provided that such termination shall not nullify the Lessee's obligation to pay Owner for such sums as have been previously approved for payment. The Lessee's decision as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final.

**31. Representations of Lessee.** The execution, delivery and performance by Lessee of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of Lessee; (b) conflict with or result in a violation or breach of any provision of any law or governmental order applicable to Lessee; or (c) require the consent, notice or other action by any person under any contract to which Lessee is a party. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any governmental authority is required by or with respect to Lessee in connection with the execution and delivery of by this Agreement, or the consummation of the transactions contemplated hereby and thereby. The individual executing this Agreement on behalf of Lessee has Lessee's power and authority to enter into this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution and delivery by Lessee of this Agreement, and the performance by Lessee of its obligations hereunder have been duly authorized by all requisite action on the part of Lessee.

(The rest of this page intentionally left blank)

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

**OWNER: STANLEY ROESKE**

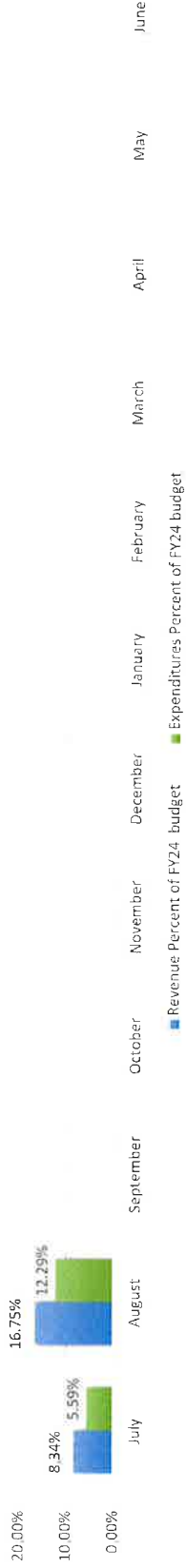
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEES: Governing Council of Southwest Aeronautics, Mathematics,  
and Science Academy  
State of New Mexico**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Albuquerque Aviation Academy	2019-20	2020-21	2021-22	2022-23
<b>Academic Performance</b>				
1 State Accountability System	Not Reviewed	Not Reviewed	Exceeds Standard	Pending
2 Subgroup Performance	Not Reviewed	Not Reviewed	Not Available	Pending
3 Mission-Specific Goals	Not Reviewed	Meets or Exceeds	Exceeds Standard	Meets Standard
<b>Organizational and Financial Performance</b>				
1a Mission and Educational Program	Meets Standard	Meets Standard	Meets Standard	Meets Standard
1b State Assessment Requirements	Meets Standard	Not Reviewed	Does Not Meet Standard	Pending
1c Rights of Students with Disabilities	Working to Meet Standard	Meets Standard	Meets Standard	Meets Standard
1d Rights of English Learners	Working to Meet Standard	Working to Meet Standard	Meets Standard	Meets Standard
1e Meeting Program Requirements	Meets Standard	Assurances	Meets Standard	Meets Standard
1f NM DASH Plan	N/A	N/A	Meets Standard	Not Rated
2a Financial Reporting and Compliance	Working to Meet Standard	Working to Meet Standard	Meets Standard	Meets Standard
2b Accounting Principles	Meets Standard	Does Not Meet Standard	Meets Standard	Meets Standard
2c Responsive to Audit Findings	Working to Meet Standard	Meets Standard	Meets Standard	Meets Standard
2d Managing Grant Funds	Meets Standard	Meets Standard	Meets Standard	Meets Standard
2e Staffing for Fiscal Management	Meets Standard	Meets Standard	Meets Standard	Meets Standard
2f Internal Controls	Meets Standard	Meets Standard	Meets Standard	Meets Standard
3a Governance Requirements	Working to Meet Standard	Meets Standard	Meets Standard	Meets Standard
3b Nepotism, Conflict of Interest	Meets Standard	Assurances	Meets Standard	Meets Standard
3c Reporting Requirements	Meets Standard	Assurances	Meets Standard	Meets Standard
4a Rights of All Students	Meets Standard	Assurances	Meets Standard	Meets Standard
4b Attendance and Retention	Meets Standard	Meets Standard	Working to Meet Standard	Working to Meet Standard
4c Staff Credentialing	Meets Standard	Assurances	Meets Standard	Meets Standard
4d Employee Rights	Meets Standard	Assurances	Meets Standard	Meets Standard
4e Background Checks, Ethics	Working to Meet Standard	Assurances	Meets Standard	Meets Standard
5a Facilities	Meets Standard	Assurances	Meets Standard	Meets Standard
5b Transportation	Meets Standard	Assurances	Meets Standard	Meets Standard
5c Health and Safety	Working to Meet Standard	Assurances	Meets Standard	Meets Standard
5d Handling Information	Meets Standard	Assurances	Meets Standard	Meets Standard

**Operational Revenue vs. Expenditures**



**SAMS Academy received 16.75% of budgeted Operational revenue & expended 12.29% of budget during through the end of the month.**

**Bank Reconciliation:**

> August 2023

- o Reconciled cash balance at month end was \$812,955.71
- o Outstanding items total \$134,514.98
- o Expenditures exceeded Revenues by \$200,799.96

**BARS for Approval:**

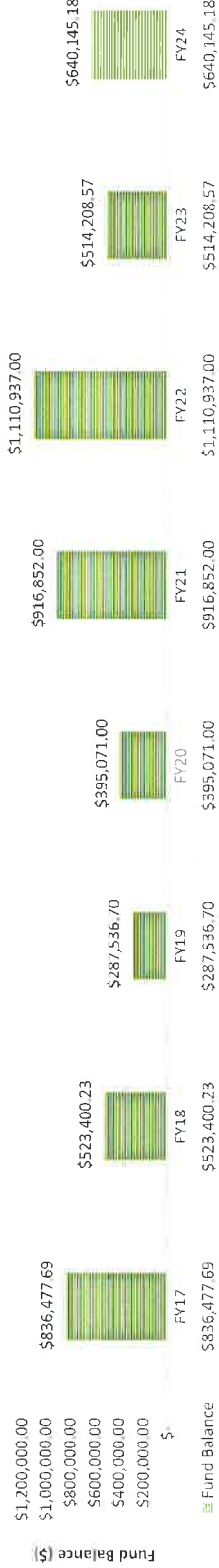
2324-11000-0002-T  
2324-24308-0003-T

**FY24 OPERATIONAL CASH BALANCE**

Legend: July, August, September, October, November, December, January, February, March, April, May, June



**HISTORICAL OPERATIONAL FUND BALANCE**





Above, And beyond.

Bank	Account Number				
Operating	#7515				
Date	Number	Payee/From	Deposit	Withdrawal	Description
8/1/2023	00023698	BANKCARD MTHLY FEES230731		\$ 89.37	Bank Credit Card Fees
8/1/2023	00023699	July 2023 Bank Fees		\$ 42.15	Bank Analysis Fees
8/1/2023	00024128	Credit for Check# 6236 to Harris School Solutions for attempted forgery.	\$ 20,048.98		
8/1/2023	CR08-01	FY24 Lab Fee/ Kroger Foods Donation	\$ 137.42		
8/1/2023	CR08-02	FY24 Lab Fee	\$ 40.00		
8/2/2023	CR08-03	FY24 Lab Fee	\$ 850.00		
8/3/2023		NM Public Schools Insurance Authority		\$ 19,131.36	Monthly Employee Insurance
8/3/2023	CR08-04	FY24 Lab Fee	\$ 80.00		
8/3/2023	CR08-05	FY24 Lab Fee	\$ 520.00		
8/4/2023	CR08-06	FY24 Lab Fee	\$ 770.00		
8/4/2023	CR08-07	FY24 Lab Fee	\$ 360.00		
8/6/2023		Amazon Capital Services		\$ 6,527.22	Cork Boards and Dry Erase Boards
8/6/2023		Canon Financial Services, Inc.		\$ 968.63	Monthly Copiers Lease Payment
8/6/2023		CliftonLarsonAllen LLP		\$ 11,659.02	FY2023 Annual Audit Progress Billing
8/6/2023		EM3 Networks		\$ 742.06	Monthly Internet for 6441 Ventana-SPI Billing-July 2023
8/6/2023		Stericycle, Inc.		\$ 881.96	June-July 2023 Medical Waste Disposal
8/6/2023	6243	806 Technologies, Inc.		\$ 1,500.00	Staff PD Facilitator
8/6/2023	6244	ACES   Association of Charter Schools Education Services		\$ 1,409.24	Campus Maintenance
8/6/2023	6245	Action Security Iron Inc		\$ 8,050.35	Gate Entry Vidoe and Access Install
8/6/2023	6246	Air One Systems LLC		\$ 3,675.00	Airplane Maintenance
8/6/2023	6247	Advanced Network Management, Inc.		\$ 8,631.14	6441 Ventana Access and Security
8/6/2023	6248	Bode Aviation, Inc.		\$ 357.00	Monthly Hangar Rental
8/6/2023	6249	City of Albuquerque		\$ 500.00	Security Deposit for Graduation-Pavillion
8/6/2023	6250	Clearly Clean Janitorial Services LLC.		\$ 3,993.96	Monthly Janitorial Services - July 2023
8/6/2023	6251	World Fuel Services, Inc.		\$ 879.79	Airplane Fuel
8/7/2023		World Fuel Services, Inc.		\$ 1,296.72	Airplane Fuel
8/7/2023	CR08-08	FY24 Lab Fee	\$ 375.00		
8/7/2023	CR08-09	FY24 Lab Fee	\$ 200.00		
8/7/2023	CR08-10	FY24 Lab Fee	\$ 360.00		
8/8/2023	CR08-11	FY24 Lab Fee	\$ 320.00		
8/9/2023	CR08-12	Transportation July	\$ 21,272.00		
8/9/2023	CR08-13	FY24 Lab Fee	\$ 80.00		
8/9/2023	CR08-14	FY24 Lab Fee	\$ 120.00		
8/10/2023	CR08-15	FY24 Lab Fee	\$ 80.00		
8/10/2023	CR08-16	FY24 Lab Fee	\$ 80.00		
8/11/2023		Internal Revenue Service		\$ 15,610.06	Federal Payroll Taxes
8/11/2023		NUSENDA FCU		\$ 43,594.18	Payroll PPO3
8/11/2023	CR08-17-1	SEG August	\$ 283,957.32		
8/11/2023	CR08-18	Transportation Aug.	\$ 21,272.00		
8/11/2023	CR08-19	FY24 Lab fee	\$ 120.00		
8/14/2023	CR08-20	FY24 Lab fee	\$ 40.00		
8/15/2023	CR08-21AB	Sandoval County Property Tax	\$ 31.78		
8/18/2023	CR08-22	FY24 Lab fee	\$ 168.00		
8/21/2023		ABCWUA		\$ 1,814.26	6441 Ventana Waste, Water, and Recycle
8/21/2023		EM3 Networks		\$ 742.06	Monthly Internet for 6441 Ventana-SPI Billing-August 2023
8/21/2023		New Mexico Gas Company		\$ 51.15	6441 Ventana Natural Gas
8/21/2023		PowerSchool Group LLC		\$ 17,291.45	SIS and Special Programs Renewal FY2024
8/21/2023		Public Service Company of New Mexico		\$ 2,142.94	6441 Ventana Electrical
8/21/2023	00023784	VOID FY23 Lost Checks 6226 (Cuddy), 6223 (CES) and 6224 Maloy to be reissued.	\$ 8,486.30		
8/21/2023	00023785	STOP Pay Fees for Checks 6223, 6224, 6226, 6228, 6230-6235, 6237-6240		\$ 125.00	Bank Fees for STOP PAY
8/21/2023	6252	BK Interactive LLC		\$ 2,099.00	Boardworks Maintenance Fee FY2024
8/21/2023	6253	Bode Aviation, Inc.		\$ 357.00	Monthly Hangar Rental
8/21/2023	6254	Cooperative Educational Services		\$ 791.52	Reissue Lost Check #6223
8/21/2023	6255	Cognia Inc.		\$ 1,200.00	FY2024 Accreditation Renewal
8/21/2023	6256	Cuddy & McCarthy, LLP		\$ 69.78	Legal for July 2023
8/21/2023	6257	Finalsite		\$ 5,500.00	Website Design and Hosting for FY2024
8/21/2023	6258	The Prophet Corp- Gopher Sport		\$ 976.91	PE Equipment
8/21/2023	6259	Maloy Mobile Storage Inc.		\$ 7,625.00	Reissue Lost Check #6224
8/21/2023	6260	Norcon of New Mexico		\$ 1,788.65	Scoreboard Install at 6441 Ventana Rd.
8/21/2023	CR08-23	Bernalillo County Property Tax Dist.	\$ 1,829.76		
8/22/2023		Internal Revenue Service		\$ 26,384.16	Federal Payroll Taxes
8/22/2023		NUSENDA FCU		\$ 45,588.70	Retention Bonuses Payroll
8/23/2023		ABCWUA		\$ 1,329.62	6441 Ventana Waste, Water, and Recycle
8/23/2023		Canon Financial Services, Inc.		\$ 968.63	Monthly Copiers Lease Payment
8/23/2023		Herrera Coaches, Inc.		\$ 23,430.70	August To/From Transportation wih Bus Lease Payment



Date	Number	Payee/From	Deposit	Withdrawal	Description
8/23/2023		New Mexico Gas Company		\$ 47.33	6441 Ventana Natural Gas
8/23/2023		Public Service Company of New Mexico		\$ 2,878.42	6441 Ventana Electrical
8/23/2023		Stericycle, Inc.		\$ 447.34	June-July 2023 Medical Waste Disposal
8/23/2023	6261	Accountability and Compliance Resources, LLC		\$ 122.40	STARS Consulting
8/23/2023	6262	ACES   Association of Charter Schools Education Services		\$ 4,884.40	Special Ed Consulting and Ancillary Services
8/23/2023	6263	Amanda Catanzaro		\$ 177.00	Reimburse for New Employee Background checks
8/23/2023	6264	Brady Industries of New Mexico LLC		\$ 558.03	Facilities Supplies
8/23/2023	6265	Bridget Barrett		\$ 196.31	Zoom Account Renewal, Assembly Prizes
8/23/2023	6266	Cooperative Educational Services		\$ 75.78	Contracted Ancillary Services
8/23/2023	6267	Timothy Allen Manville		\$ 114.21	Locksmith
8/23/2023	6268	Harris School Solutions		\$ 16,561.58	Aptafund FY2024 Renewal
8/23/2023	6269	Mercedes Rubi		\$ 40.00	Student Enrollment Fee Refund
8/23/2023	6270	Newark Corporation		\$ 517.53	Smartlab Materials
8/23/2023	6271	Ortiz & Zamora, Attorneys at Law, LLC		\$ 1,163.02	Legal for July 2023
8/23/2023	6272	R-Tech Computers, Inc		\$ 2,500.00	Adobe Cloud Subscription 500 user
8/23/2023	6273	Robertson Aircraft Inc.		\$ 537.50	Airplane Maintenance
8/23/2023	6274	School Specialty, Inc./Frey Scientific		\$ 11,248.73	New Classroom Chairs
8/23/2023	6275	School's In, LLC		\$ 22,553.84	New Classroom Desks
8/25/2023	CR08-24	FY24 Lab fee	\$ 265.00		
8/28/2023		Internal Revenue Service		\$ 15,574.09	Federal Payroll Taxes
8/28/2023		NUSENDA FCU		\$ 43,491.32	Payroll PP04
8/28/2023	00024125	BANKCARD PCI NON COMPLY082523		\$ 50.00	Credit Card Acceptance Fees
8/28/2023	CR08-25	Chromebook Repair/ FY24 Lab Fee	\$ 166.00		
8/31/2023		New Mexico Retiree Health Care Authority		\$ 4,064.75	August 2023 NMRHCA
8/31/2023		NM Educational Retirement Board		\$ 39,089.44	August 2023 NM ERB
8/31/2023		RM SAMS LLC		\$ 61,605.88	LPA Payment-September 2023
8/31/2023		World Fuel Services, Inc.		\$ 1,788.84	Airplane Fuel
8/31/2023	00024126	August 2023 Bank Fees with PosPay		\$ 75.00	Monthly Bank Activity Analysis
8/31/2023	6276	ACES   Association of Charter Schools Education Services		\$ 5,793.47	Managed Technology & Ancillary Services
8/31/2023	6277	Brady Industries of New Mexico LLC		\$ 399.97	Facilities Supplies
8/31/2023	6278	Cooperative Educational Services		\$ 1,689.90	Contracted Ancillary Services
8/31/2023	6279	Clearly Clean Janitorial Services LLC.		\$ 5,325.29	Monthly Janitorial Services - August 2023
8/31/2023	6280	CNM (IncludED)		\$ 69.45	Dual Credit Materials
8/31/2023	6281	Cognia Inc.		\$ 1,114.56	ASR Testing Spring 2023
8/31/2023	6282	Poms & Associates Insurance Brokers, Inc.		\$ 891.14	Red Cross- First Aide/CPR/AED Training
8/31/2023	6283	SHARP ELECTRONICS CORPORATION		\$ 47,511.99	New Smartboards
8/31/2023	6284	University of Wisconsin System		\$ 389.34	Access ELL Testing
8/31/2023	CR08-26	Dividend Income - Operating	\$ 530.68		
<b>Sub Total</b>			<b>\$362,560.24</b>	<b>\$563,363.59</b>	
<b>Bank</b>	<b>Account Number</b>				
Nusenda Savings	37627515				
<b>Date</b>	<b>Number</b>	<b>Payee/From</b>	<b>Deposit</b>	<b>Withdrawal</b>	
8/31/2023	Cash Receipt	Dividend Income - Savings	\$3.39		
<b>Sub Total</b>			<b>\$3.39</b>	<b>\$0.00</b>	
<b>Grand Total</b>			<b>\$362,563.63</b>	<b>\$563,363.59</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: 544-000-2324-0002-T  
Fund Type: General Fund / Capital Outlay / Debt Service

Adjustment Type: Transfer

Fiscal Year: 2023-2024

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: 2023-07-01                      To:    2024-06-30
A. Approved Carryover:
B. Total Current Year Allocation:
D. Total Funding Available:

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
11000 Operational	1000 Instruction	51100 Salaries Expense	1010 Regular Education (PreK-12) Programs	544001 SW Aeronautics Mathematics & Science-Admin Office	1711 Instructional Assistants - Grades 1-12	\$49,773	(\$29,278)	\$20,495	(1.00)
11000 Operational	2300 Support Services-General Administration	53413 Legal	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	0000 No Job Class	\$35,000	\$8,600	\$43,600	
11000 Operational	2400 Support Services-School Administration	51100 Salaries Expense	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	1211 Coordinator/Subject Matter Specialist	\$97,750	\$17,250	\$115,000	
11000 Operational	2400 Support Services-School Administration	52111 Educational Retirement	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	1211 Coordinator/Subject Matter Specialist	\$17,742	\$2,000	\$19,742	
11000 Operational	2400 Support Services-School Administration	52112 ERA - Retiree Health	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	1211 Coordinator/Subject Matter Specialist	\$1,955	\$350	\$2,305	
11000 Operational	2400 Support Services-School Administration	52210 FICA Payments	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	1211 Coordinator/Subject Matter Specialist	\$6,061	\$1,078	\$7,139	
Sub Total							\$0		(1.00)
<b>Indirect Cost</b>									
<b>DOC. TOTAL</b>							\$0		

**Justification:**

Adjust budget plan to account for additional Level 3 EA from Title to offset actual Director of Operations FY24 salary and extra legal costs.

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: 544-000-2324-0003-T

Fund Type: Flowthrough

Adjustment Type: Transfer

Fiscal Year: 2023-2024

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: 07/01/2023	To: 06/30/2024
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24308 CRRSA, ESSER II	1000 Instruction	56119 Supply Assets (\$5,000 or less).	1010 Regular Education (PreK-12) Programs	544001 SW Aeronautics Mathematics & Science-Admin Office	0000 No Job Class	\$12,362	(\$3,135)	\$9,226	
24308 CRRSA, ESSER II	2100 Support Services-Students	51300 Additional Compensation	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	1214 Guidance Counselors/Social Workers	\$3,000	\$1,300	\$4,300	
24308 CRRSA, ESSER II	2100 Support Services-Students	51300 Additional Compensation	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	1217 Secretarial/Clerical/Technical Assistants	\$3,000	\$1,300	\$4,300	
24308 CRRSA, ESSER II	2400 Support Services-School Administration	51300 Additional Compensation	0000 No Program	544001 SW Aeronautics Mathematics & Science-Admin Office	1211 Coordinator/Subject Matter Specialist	\$3,000	\$535	\$3,535	
Sub Total							\$0		
Indirect Cost									
<b>DOC. TOTAL</b>							<b>\$0</b>		

**Justification:**

Adjust budget authority to move planned expenses for Chromebooks to compensation for retention stipends.

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.