

NOTICE AND AGENDA SPECIAL MEETING OF THE GOVERNING COUNCIL OF ALBUQUERQUE AVIATION ACADEMY

(Formerly SAMS)
June 14, 2024
2:00 p.m.
AAA Board Room
6441 Ventana Rd NW, Albuquerque, NM
and Internet/Call-in
(See Special Procedures Below)

AAA 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.

- I. Call to Order
 - A. Roll Call
 - B. Adoption of the Agenda*
 - C. Review/Approval of Minutes from May 24, 2024 Special Meeting*
- II. Closed Session *
 - A. Limited personnel matters, head administrator evaluation, pursuant to NMSA 1978, Section 10-15-1(H)(2).
 - B. Limited personnel matters, head administrator contract, pursuant to NMSA 1978, Section 10-15-1(H)(2).
- III. Open Session *
 - A. Action on items discussed in closed session.
- IV. Public Comment (comments will be limited to two minutes) see attached Special Procedures for more information.
- V. Ongoing Business Matters
 - A. Aviation Program Update
 - B. Facility Update
- VI. Administrative Update
 - A. Student Achievement Update



VII. New Business Matters

- A. CSP Grant, Signatures for Notification of Charter Management Organization and Phase II Additional Assurances (discussion/action) *
- B. Leave Policy (discussion/action) *
- C. Acceptable Use Policy (discussion/action) *
- D. IDEA B Assurances (discussion/action) *
- E. Title I (discussion/action) *
- F. Title II (discussion/action) *
- G. School Year 2024-2025 Transportation Contract (discussion/action) *

VIII. Governing Council Development

A. No Discussion with Kelly Callahan

IX. Finance Report

- A. Business Office Operations Update
- B. Voucher Approvals (discussion/action) *
- C. Bank Reconciliation (discussion/action) *

X. Announcements

A. Date for next Regular AAA Governing Council Meeting

XI. 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 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 June 14, 2024 AAA Governing Council Special Meeting

The AAA Governing Council Special Meeting on June 14, 2024 at 2:00 pm will be held at Albuquerque Aviation Academy board room 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 AAA 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=UWpFVWNQejFoRDRYMCt3OXIEdkxhUT09

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 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. 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 AAA website for any updates to these procedures.



GOVERNING COUNCIL

Regular Meeting of the Albuquerque Aviation Academy Governing Council on Friday, May 24, 2024

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

BOARD MEMBERS PRESENT

Jody Meyer, Mike Deveraux, Alex Carothers, Roland Dewing, Laura Kohr, and Larry Kennedy

BOARD MEMBERS ABSENT

Farrah Nickerson and Mike Romo

ALSO IN ATTENDANCE

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

PUBLIC

none

These minutes v	vere appro	ved on		
By a vote of	_yesn	o abs	entabsta	ained
			Preside	nt
			Secreta	rv

Call to Order

Larry Kennedy called to order the Regular Meeting of the Governing Council for the Albuquerque Aviation Academy for May 24, 2024 at 2:00 PM on Zoom.us and in person for recording purposes. All voting members of the board were present in person.

A. Roll Call

Larry Kennedy asked Amanda Catanzaro to call roll. Amanda Catanzaro called Jody Meyer, Mike Deveraux, Alex Carothers, Roland Dewing, Laura Kohr, and Larry Kennedy.

B. Adoption of the Agenda*

Larry Kennedy asked for a motion to approve the agenda. Laura Kohr made a motion to approve the agenda. Alex Carothers seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

C. Review/Approval of Minutes from April 19, 2024 Regular Meeting*

Larry Kennedy asked for a motion to approve the minutes from the April 19, 2024 Regular Meeting. Roland Dewing made a motion to approve the minutes. Mike Deveraux seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, 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 70 hours since the last report. There were 11 new pilots this year; 9 seniors and 2 juniors. Approximately 3 more juniors should complete their training over the summer and move into senior year as private pilots. Doc is now approved through the FAA to complete the checkrides, including check-rides for our students, saving that cost for students and school. Doc reviewed the status of the aircraft, which just completed the 100 hour. The wigwag lights needed replacement.

Classes are completed now and reviewed overall grades that students earned. Internships are going strong and will continue over the summer for students. The school received a grant from the Daniel's Foundation to cover the cost of Drone Soccer which will be implemented into middle school SMART Lab next year.

Doc reviewed overall expenses.

B. Facility Update

Amanda Catanzaro presented the May 2024 Facilities report including the completed projects since the last meeting.

Projects that are still being worked on include downspout drainage that is on order, gym thermostat which still needs to be replaced by EB. School signage has been approved and is in production now. Should be installed in the next few weeks. Still working with VLCM and Verkada on the bus camera issues. They must work with Herrera to get this figured out. Miscellaneous small projects around campus that come with owning our facility were shared.

Reviewed list of upcoming projects.

Kitchen grant was submitted and we await to hear if we are awarded anything. CSP grant is in the works and due at the end of June.

IV. Administrative Update

A. Student Achievement Update

Bridget Barrett shared Academics by Enrollment data. There is a push at the end of the semester for students to finish and pass! The last day of school is May 31st. Harold Pope was a speaker at our graduation and the ceremony went well. School also held its first award ceremony and students earned letters and Students of the Year were recognized.

Enrollment numbers were shared and more students are submitting applications to the lottery every day.

Mission Minute shared the updated NM Vistas score, which is an 83.3, a Spotlight school in NM with a Designation of Excellence School.

V. New Business Matters

A. JMP Academy of Professional Development Contract*

Bridget Barrett shared the contract for JMP Academy in the amount of \$88,997.27 to provide special education director services and more for the 2024-2025 school year.

Larry Kennedy asked for a motion to approve. Laura Kohr made a motion to approve. Alex Carothers seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

B. Title I Application*

Amanda Catanzaro shared the Title I Application.

Larry Kennedy asked for a motion to approve. Alex Carothers made a motion to approve. Mike Deveraux seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

C. EdPlan Approval*

Bridget Barrett shared the EdPlan that is submitted as part of the budget for the 2024-2025 school year.

Larry Kennedy asked for a motion to approve. Laura Kohr made a motion to approve. Jody Meyer seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

D. Disposal List*

Amanda Catanzaro shared the technology disposal list. These are broken, damaged or otherwise unrepairable or old technology; mainly Chromebooks to be disposed.

Larry Kennedy asked for a motion to approve. Mike Deveraux made a motion to approve. Laura Kohr seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

E. Daniels Fund Grant Award

Bridget Barrett shared that we were awarded \$20,000 from the Daniels Fund that will cover the cost of the new Drone Soccer program. Drone Soccer will begin with 8th grade next year as a way to integrate aviation into the middle school grades.

F. FY 2025 Budget*

Sean Fry presented the FY 2025 Budget that includes at least a 3% raise for all staff members. Salary Schedules are competitive with other schools in our area. Addition of Flight Instructor Increment of \$7,500 in the EA Salary Schedule to attract and keep the EA CFI position which is a win-win situation for the school and the employee. Staff Teacher Salary Schedule was explained that shows the 3% increase. Staff Salary Analysis was shared that shows how the raises and level changes effected each

member of the staff. Operational Unit Funding Analysis was shared with a comparison for FY24 to FY25.

Proposed Operating Budget was shared and discussed.

Alex Carothers asked where the aviation budget is shown. It is a piece of the Direct Instruction.

Larry Kennedy asked for a motion to approve the FY 2025 School Year Budget. Alex Carothers made a motion to approve. Roland Dewing seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

G. School Year 2024-2025 School Calendar*

The 2024-2025 School Year Calendar was presented.

Larry Kennedy asked for a motion to approve. Mike Deveraux made a motion to approve. Laura Kohr seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

H. School Year 2024-2025 Salary Schedule*

The School Year 2024-2025 Salary Schedule was presented.

Larry Kennedy asked for a motion to approve. Alex Carothers made a motion to approve. Laura Kohr seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

I. School Year 2024-2025 Transportation Contract*

Larry Kennedy asked for a motion to table the 2024-2025 Transportation Contract as it has not yet been provided by Herrera.

Larry Kennedy asked for a motion to table the 2024-2025 Transportation Contract. Laura Kohr made a motion. Alex Carothers seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

VI. Governing Council Development

A. Discussion with Kelly Callahan

Kelly Callahan discussed the new training requirements for the board, and the video archiving requirements. Kelly is adjusting her trainings to meet the new standards

and requirements to meet the requirements of SB 137. When she has completed that, she will send to PED for approval.

B. Strategic Planning Discussion

Kelly shared that she will be sending a survey to the board to complete so that she can improve her services for next year. This will be the last meeting of the year and all governing council members have met their training requirements.

VII. Finance Report

A. Business Office Operations Update

Sean Fry presented that the Finance Committee met the day prior to the Governing Council meeting and reviewed all the financial documents. Membership is at an all-time high so revenue is at an all-time high. RFR's are consistently getting funded through PED so that is helping as well. We have received 82.75% of revenue to date and expenses are 58.8% of the way completed, which is deceiving since summer payroll still needs to take place through July as FY24 expenses.

B. Voucher Approvals*

Sean Fry presented the April Vouchers. Larry Kennedy asked for a motion to approve April 2024 Vouchers. Alex Carothers made the motion. Jody Meyer seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

C. Bank Reconciliation*

Sean Fry presented the April Bank Reconciliation. Larry Kennedy asked for a motion to approve April 2024 Vouchers. Mike Deveraux made the motion. Laura Kohr seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

D. Budget Adjustment Requests*

Sean Fry presented BAR 2324-24154-0020-M a maintenance bar in Title II that moves professional development from Student Support to Instructional Support.

Larry Kennedy asked for a motion to approve. Alex Carothers made a motion to approve. Laura Kohr seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

VIII. Announcements

Next regular Governing Council meeting is scheduled for June 21, 2024. Roland Dewing, Jody Meyer and Alex Carothers are unavailable for that date. Discussion took place to tentatively move the June meeting to June 28, 2024.

IX. Adjournment*

Larry Kennedy called for a motion to adjourn. Mike Deveraux made a motion to adjourn. Laura Kohr seconded the motion. Larry Kennedy called for a voice vote, all members present approved. Next, Larry Kennedy called for any opposition and upon hearing none, the motion carried unanimously.

The Regular Meeting of the Governing Council for the Albuquerque Aviation Academy adjourned on May 24, 2024 at 3:39 pm.



Monthly Report - June 14, 2024

All figures and outcomes are based on the date of this report - June 12, 2024.

FLIGHT TRAINING:

- **Flights** We've flown 68 hrs since the last board report. We have one student who has soloed (and did his solo cross-country) and is scheduled for his checkride on his 17th birthday, June 21. Another student is scheduled to solo next week.
- Aircraft Status The airplane is back from it's 100 hr/annual., with no squawks.

CLASSES:

- **Airplane** Done for the semester :)
- **Drone** Done for the semester :)
- **Balloons** Done for the semester :). I have been speaking to someone about getting an actual flight program for our students. The students would only pay for propane (~\$30/flight.) He's going to try to get Rainbow Riders to sponsor us for other expenses (insurance? repairs?) We'll see ;)

ADDITIONAL:

- **Internships** Going strong and working on summer options.
- **Drone SOCCER** It'll be a great program :)

EXPENSES:

- Fuel: Please see the finance report (World Fuel). I estimated \$4000, based on hours flown and average fuel cost.
- **Maintenance:** \$3263.31 (annual + squawks)
- Hangar Rental: \$357 per month
- **Insurance:** Annual Premium \$9616

June 2024 Facilities



6.12.2024

Completed Since Previous Meeting

• School signage with new name (signs on order, proofs approved, in production) - Emailed earlier this week that they are finishing up the last of the signs and will schedule installation.

Projects that Still Need Attention (status)

- Working with EB to complete all warranty issues around the school
 - Downspout Drainage Issues (ongoing conversation with EB and now Steve)- met 2/19/2024
 - Gym Thermostat
- Phase II of cameras to include cameras in classrooms (complete), one additional by bus lane (complete), additional cameras in front hallways (complete), and cameras on buses (in progress). Also include Vape Sensors (complete). Received legislative funding for this project and finally on last step of the approval process with the state. Purchase Order has been issued and supplies ordered. Waiting on installation. Expected to begin installation 2/15/2024. VCLM will also address camera angles (complete) and access control panel that is coming off (complete).
- Door Handle in High School Room #3 Not Locking (working with Verkada)

June 2024 Facilities Continued



Hole in stucco (north facing side near Focus Room)

Upcoming Major Projects

- Seeking quotes for track on west side on campus. 2023 Legislative funding will be used for this project. Walk through with vendors set-up for Summer.
- Artificial turf for inside of track. 2024 Legislative funding. Walk through with vendors set-up for Summer.
- Sharp Boards in the rest of the classrooms. 2024 Legislative funding.
 Received quote. Waiting for state to release funds.

Kitchen Grant- Due 4/30/2024 SUBMITTED

 Still working on quotes. That has been the biggest hurdle! I have spoken with two different construction companies about coming out to provide quotes, and no show.

CSP Grant Update DUE 6/28/2024

 Received email 4/15/2024, Phase I Eligibility Application has been reviewed and approved. Offered opportunity to complete Phase II Application which will open 4/30/2024 and close in late June 2024.



ADMINISTRATIVE UPDATE JUNE 2024

ACADEMICS BY ENROLLMENT

57 SUMMER SCHOOL ENROLLMENTS, END OF YEAR DATA

MEETING WITH EDGENUITY NEXT WEEK.



WHAT'S HAPPENING?

Summer Session Underway 6/10-6/27

Mr. Pierce as teacher, students taking credit recovery courses Title Applications Charter School Conferences Preparations for Registration



ENROLLMENT



114 Applicants accepted a spot for next year 247 have returned their letter of intent = 361 total have accepted a spot for next year 80 on waitlist 300 Students currently, 120 day count 303

EQUITY COUNCIL

We ended the year strong
Matt Dixson, new Equity Council Lead
Looking to add cultural days to assemblies
next year.

MISSION MINUTE



Incorporating drone soccer!

Aerospace Engineering class through Project Lead the Way

offered in the Fall!

Lots of moving pieces with staff returning in different capacities Aviation Academics challenge to be implemented next year-to help improve grades, attendance, citizenship



Notification of Charter Management Organization

Management Organization Information Assu	Jrance	
Will the school work with an educational management organization? If "No", skip the section below.	Yes	No X
If "Yes", name the management organization:		
Is the management organization:	For Profit	Not For Profit

Charter School Program (CSP) grants are made to charter schools, not any other entity. Regardless of the charter school's relationship with a management organization, the charter school and board retain responsibility for all aspects of the grant including, but not limited to application submission, budget decisions, and repayment of any misspent funds. Items purchased by the school with CSP funds are and remain property of the school, not the management organization.

Grant applications and budgets may not include any management fees that the school incurs as part of the management contract but may pay for allowable activities carried out by the school or the management organization.

If applicable, the full contract or agreement with the charter management organization (CMO) or educational management organization (EMO) must be included with this application to ensure it meets the definition of "arm's length" requirements. Other necessary documents include:

- A full listing of CMO/EMO Governing Body members and senior staff;
- An accounting of property owned by the CMO/EMO. that is used by the applicant;
- A description of the steps the applicant will take to ensure it maintains control over student records and personally identifiable information;

Additionally, the following assurances must be committed to by the applicant. The applicant acknowledges and will ensure that:

- the CMO or EMO has no involvement with the administration of the subgrant;
- the applicant has a separate attorney, accountant and audit firm that works for the charter and not the CMO/EMO;

The following factors will be considered:

- a) Financial and contractual relationship between CMO/EMO and applicant has an appropriate scope and term;
- b) Whether the charter school's governing board is selected by, or includes members who are employees of the CMO or EMO;
- c) The extent or scope of the business or financial relationship between the charter school developer and the management organization;
- d) The severability of the relationship between the CMO/EMO and the applicant charter school;
- e) Whether the contract between the charter school and the CMO or EMO was negotiated at "arms-length," clearly describes each party's rights and responsibilities, and specifies reasonable and feasible terms under which either party may terminate the contract (e.g., the charter does not lose the right to use the facilities);
- f) Whether the fee paid by the charter school to the CMO or EMO is reasonable for the type of management services provided; and
- g) Whether any other agreements (e.g., loans, leases, etc.) between the charter school and the CMO or EMO are fair and reasonable, documented appropriately, align with market rates, and include terms that will not change if the management contract is terminated.

As a general matter, subgrantees must avoid apparent and actual conflicts of interest when administering grants. For additional information on conflicts of interest, please see Section G of the federal CSP Nonregulatory Guidance.

I have read the above and agree to all terms and assurances.
Signature of Project Contact:
Date Signed:
Signature of Board President:
Date Signed:



Phase II Additional Assurances

Phase II Additional Assurances

Participation, Reporting, Monitoring and Quality Controls Assurances

- _1. Subgrant funds will be expended during the specified grant period; standard accounting procedures will be utilized by subgrant recipients and records of all subgrant expenditures will be maintained in an accurate, thorough, and complete manner.
- ____ 2. Subgrant recipients confirm their understanding that funds for implementation activities will be awarded only if they are an open and operating school or have an approved charter school petition from a New Mexico authorizer and plan to open within 18 months.
- _3. Subgrant recipients will participate in an initial site visit review and all data reporting and evaluation activities as requested or required by the U.S. Department of Education, PCSNM, and the school's authorizer, including onsite and desktop monitoring conducted by PCSNM, annual independent audits required by the state that are publicly reported and include financial statements prepared with generally accepted accounting principles, annual reports, and a final expenditure report for the use of subgrant funds. This section includes participation in any federal or state funded charter school research or evaluations. Failure to submit required information may result in a withholding of grant funds or a non-renewal of subsequent year funding within the project period.
- _4. Subgrant recipients will expend implementation funds only for the purpose of implementation activities in a charter school which is nonsectarian in its programs, admissions, policies, employment practices, and all other operations, and which will be in compliance with all New Mexico laws and administrative rules regarding staff certification and licensure.
- _5. Subgrant Recipients will be aware of and comply with federal laws including, but not limited to, complies with the Age Discrimination Act of 1975, title VI of the Civil Rights Act of 1964, title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), section 444 of the General Education Provisions Act (20 U.S.C. 1232g) (commonly referred to as the ''Family Educational Rights and Privacy Act of 1974''), and part B of the Individuals with Disabilities Education Act, and federal regulations applicable to the federal Charter Schools Program, including the Education Department General Administrative Regulations in 34 CFR parts 75-77, 79, 81, 82, 84, 97, 98, and 99, the Office of Management and Budget Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR part 180, as adopted and amended as regulations of the U.S. Department of Education in 2 CFR part 3485, and The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, as adopted and amended in 2 CFR part 3474.
- __6. Subgrant recipients will comply with all state and local laws and health and safety requirements applicable to Charter Schools, including but not limited to all laws related to student admissions and enrollment, non-discrimination, data

reporting, student attendance, and accountability.

- _ 7. Subgrant recipients will comply with all provisions of the Public Charter Schools Program of the U.S. Department of Education, including compliance with activities allowable for implementation funds. This section requires compliance with the Nonregulatory Guidance for CSP funds.
- _8. It is the responsibility of each Charter School that receives funds under this grant to comply with all required federal assurances. Any Charter School that is deemed to be in noncompliance with federal or state statute and fails to address areas of noncompliance will not be funded. Funded schools will be expected to cooperate with PCSNM in the development of certain reports to meet state and federal guidelines and requirements. Funded projects will be required to maintain appropriate fiscal and program records. Funded schools will be required to participate in desktop and on-site monitoring activities. If any findings of misuse of funds are discovered, project funds must be returned to PCSNM. PCSNM may terminate a grant award upon thirty days' notice if it is deemed by PCSNM that the school is not fulfilling the funded program as specified in the approved project or has not complied with the signed assurances.
- _9. The recipient school and their authorizer certify that any CSP subgrant deliverable created in whole, or in part, with federal CSP funds will be openly and publicly licensed, unless otherwise excepted.
- _10. The recipient school is required to adhere to Executive Order 12549, Debarment and Suspension, as implemented as 2 CFR 180.200, which requires that recipients do not employ or use contractors that are indicated on the federal debarment listing.
- _11. The recipient school operates in a fashion consistent with the New Mexico Charter Schools Act (22-8B NMSA), which articulates the autonomy and flexibility awarded to charter schools in New Mexico state law.
- _12. The recipient charter school receiving funds will publicly publish state accountability system data (NMVISTAS) on their website to help parents make informed decisions about the education options available to their children.

Financial Controls and Audits Assurances

- _13. The recipient school shall maintain accounting records and procedures in accordance with state and federal requirements that ensure proper disbursement of, and accounting for, federal funds, including evidence pertaining to costs incurred, with the provision that the records shall be kept available by the grantee during the grant period and thereafter for five full years from the date of final payment. The school agrees to submit upon request for audit, review, and inspection its activities, books, documents, papers and other records relating to the expenditures of CSP subgrant proceeds.
- ____14. Recipient schools and their authorizer will be aware of and comply with ESEA, title V, part B [20 USC 7221c. section 5204, (e)(4)(B)], which states, "A local educational agency may not deduct funds for administrative fees or expenses from a subgrant awarded to an eligible applicant, unless the applicant enters voluntarily into a mutual agreed upon arrangement for administrative services with the

relevant local educational agency. Absent such approval, the local educational agency shall distribute all subgrant funds to the eligible applicant without delay."

- _15. Recipient schools are required to keep and maintain all equipment purchased with grant funds in accordance with federal law and regulation. Should the charter school close, the authorizer agrees to notify PCSNM of the reason for closure and agrees to notify PCSNM regarding the appropriate disposition of assets purchased under this grant.
- _16. Recipient schools acknowledge that their authorizer reviews the school's independent annual audit of financial statements prepared in accordance with generally accepted accounting principles and ensures those audits are publicly reported.

I have read the above and agree to all terms and assurances.								
Signature of Project Contact:	Date Signed:							
Signature of Board President:	Date Signed:							

ALBUQUERQUE AVIATION ACADEMY LEAVE POLICY



ALBUQUERQUE AVIATION ACADEMY LEAVE POLICY

The Governing Board shall annually identify the recognized paid employee holidays which will be shown on the school's annual calendar. The school provides its employees annual leave and holidays based upon their classification as year-round, non-year round, full-time, or part-time employees as shown on their individual employment contracts.

Each contract year, all full-time, non-year round, employees will be granted ten (10) Personal Time Off (PTO) days, with 5.0 days credited at the start of the contract year and 5.0 days credited at the start of the second semester. All part-time employees will receive a prorated amount of leave by category based on their budgeted FTE.

Each contract year, all full-time, year round, employees will be granted fifteen (15) Personal Time Off (PTO) days, with 10.0 days credited at the start of the contract year and 5.0 days credited at the start of the second semester.

Persons employed for less than a contract year will receive, on the first day of employment, a prorated credit for the number of days remaining in the contract year.

PTO days are credited contingent upon the completion of the entire contract year. Employees serving only a portion of the contract year will be credited with a prorated number of PTO days earned during the contract at the time of termination of employment.

Leave for non-year round employees is not intended to be nor should it be used as "vacation time." Rather, leave is intended to facilitate the normal needs of its staff, while still meeting the classroom needs of Albuquerque Aviation Academy students during the teaching year.

Except in cases of sickness or emergency, PTO must be approved before leave is taken. No more than ten percent (10%) of the staff or other grouping of employees may take PTO at any one time. Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one (1) time. There is no obligation for the Head Administrator to grant leave for any particular request.

PTO will not be granted during the following periods, unless based on sickness or emergency (this does not apply to year round employees):

- On the two days immediately preceding or following a holiday or vacation.
- During finals week of school, either semester.
- During the first two (2) weeks of the contract or the last two (2) weeks of the contract. This includes any Professional Development at the beginning or end of the year.

An employee requesting PTO without prior approval or during the foregoing time periods for sickness or emergency may be required to furnish a medical doctor's excuse to the supervisor. For purposes of this policy, leave that does not have prior approval due to sickness is only for the purpose of recuperative activities, e.g., obtaining medical care or treatment, procuring medications or other prescribes materials, convalescing at home or at a medical facility, or other therapy or activity prescribes by the employee's physician or health practitioner (with verification required if requested by the Head Administrator), and may be used for sickness of the employee, the employee's spouse, domestic partner, children, parents, grandparents, grandchildren, siblings or like relations created by marriage (e.g. stepchild, father-in-law, etc.). The school may, at school expense, require the employee to submit to medical or psychiatric examination by a physician or psychiatrist selected by the school to determine 1) whether or not the continued use of sick leave is appropriate or 2) whether return to duty is appropriate.

PTO can only be taken in quarter (1/4) day increments that best align with the school's daily sessions. Instructional employees may take up to 5 consecutive days during the school year with prior approval from the Head Administrator and subject to the terms of this policy.

Any employee who can be shown to have willfully violated or misused the school's leave policy or misrepresented any statement or condition will be subject to discipline, up to and including termination or discharge.

NOTIFICATION

Except in cases of illness or emergency, employees must request leave three (3) days in advance in order to obtain prior approval from the Head Administrator or designee, to the greatest extent possible through the Apta Fund leave portal.

Unplanned, emergency, or short notice leave shall follow the procedures set forth by the Head Administrator. Reporting an unplanned absence should be made as early as possible.

It is the responsibility of each employee to provide lesson plans and guidance for a substitute teacher during PTO and other paid leave.

The Head Administrator may not sign their own leave slip, but must get the Board President's or their designee to approve, unless related to illness or emergency.

EXTENDED LEAVE

An extended leave of absence, without pay, may be granted to an employee for reasons including, but not limited to, the following:

- Serious health condition;
- Childbirth;
- Caring of a spouse, domestic partner, parent or dependent child, and
- Educational pursuits.

Such leaves require approval of the Head Administrator, which may be granted by the Head Administrator in her or his sole discretion. There is no obligation to grant such leave. Employees requesting such leave are to provide the Head Administrator with appropriate justification for their request including a

physician's statement when the request relates to personal health, childbirth, or other healthcare reasons. Such leave shall not exceed one (1) work year.

Employees granted an extended leave of absence for a portion of the school/work year must notify the Head Administrator in writing of his/her desire to return to active employment at least thirty (30) days prior to the date of return. Employees granted an extended leave of absence for an entire school/work year must notify the Head Administrator of his/her desire to return to active employment by March 15th of the school/work year in which the leave was granted. Employees granted an extended leave of absence for personal, health, or childbirth reasons shall be required to submit to the Head Administrator prior to their return to work, a physician's statement releasing the employee to assume their full duties.

All paid and unpaid leave requests, except those related to medical and other bona fide emergency reasons, shall require advanced written approval. Leave requests shall be submitted to the Head Administrator, or their designee, on a form provided by the school accompanied by any necessary support documentation. The employee's daily rate of pay will be deducted from the employee's salary for any unauthorized absence or absence which does not meet the criteria set forth in this policy. Abuse of leave may be grounds for disciplinary action against an employee including termination or discharge.

Because of the small number of employees at Albuquerque Aviation Academy, employees may not be eligible for Family Medical Act Leave (FMLA). Please contact the Business Office to inquire about FMLA leave or similar leave of absence.

UNUSED PTO LEAVE

Any unused PTO leave days remaining at the end of the year can be, at the discretion of the employee, one of the following:

Non-Year Round Employees (less than 220 day contracts):

- 1. Roll over up to five (5) unused leave days to the following year.
- 2. Sell back up to five (5) days of unused leave at the employee's daily rate, budget permitting, as determined by the Head Administrator in her or his discretion. Employees must request this with the Head Administrator or designee no later than June 25th of that year. Unused PTO leave will be paid in a separate check.

Non-Year Round Employees may have no more than leave accrued in one year's term, plus up to the five (5) unused leaved if it is rolled over to the next year at any given period of time.

Year Round Employees (220 day contracts):

- 1. Roll over up to ten (10) unused leave days to the following year.
- 2. Sell back up to ten (10) days of unused leave at the employee's daily rate, budget permitting, as determined by the Head Administrator in her or his discretion. Employees must request this with the Head Administrator or designee no later than June 25th of that year. Unused PTO leave will be paid in a separate check.

Year Round Employees may have no more than leave accrued in one year's term, plus up to the ten (10) unused leaved if it is rolled over to the next year at any given period of time.

BENEFITS DURING LEAVE

During paid leave, all other benefits will remain in force, and PTO leave will continue to be granted as normal. During unpaid leave the employee is responsible for maintaining health insurance coverage through the New Mexico Public Schools Insurance Authority Eligibility Administrator (NMPSIA).

MILITARY LEAVE

As provided in N.M. State. Ann. As provided in N.M. Stat. Ann. § 20-4-7 (1978), employees who are members of organized units of the army or air national guard or army, air force, navy, marine or coast guard reserves shall be given not to exceed fifteen working days' military leave with pay per federal fiscal year when they are ordered to duty for training, such leave to be in addition to other leave or vacation time with pay to which such employees are otherwise entitled.

The Uniformed Services Employment and Reemployment Rights Act states: A military leave of absence will be granted if an employee is absent in order to serve in Uniformed Services of the United States for a period of up to five years (not including certain involuntary extensions of service). An employee who performs and returns from service in the Armed Forces, the Military Reserves, the National Guard, or certain public health service positions will retain certain rights with respect to reinstatement, seniority, lay-offs, compensation, length of service promotions and length of service pay increases, as required by applicable federal or state law. Other benefits, such as health insurance, do not continue while out on active service.

BEREAVEMENT LEAVE

Up to five (5) additional days absence total per year may be granted; up to three (3) days absence total when there is a death in an employee's immediate family in town and up five (5) days absence total per year may be granted for a death out of town. Immediate family for this purpose includes spouse/partner, children, parent, grandparent, mother-in-law, father-in-law, brother, sister, son-in-law, or daughter-in-law.

JURY DUTY

Employees are encouraged to serve as jurors when summoned to do so but should advise the Head Administrator of the date of such service immediately upon receipt of notice. Employees will receive their normal compensation and shall be permitted to retain any travel reimbursement received from the court and any per diem received for services rendered the court before or after the employee's regular workday. Any additional compensation will be signed over to the School.

PROFESSIONAL LEAVE

Employees are encouraged to attend professional development activities such as conferences, meetings, seminars, etc. since attendance is considered beneficial to the Albuquerque Aviation Academy's educational program. All professional leave must be pre-approved by the Head Administrator. As long as the employee is acting on behalf of the school, the employee will not lose pay during his/her absence and may have all, or a portion of, the expenses for attending such activity paid or reimbursed pursuant to a duly authorized Purchase Order and available budget.

NO LEAVE ALL STAFF PROFESSIONAL DEVELOPMENT DAYS

Employees will not be granted leave from Professional Development Days except in the case of an emergency or sickness or approved by the Head Administrator.

EXPECTATIONS

It is expected that all employees will report to work and be prepared to work at their scheduled reporting times. Failure to maintain an attendance pattern within acceptable standards may lead to disciplinary actions, up to and including termination or discharge. Absences for appropriate reasons, such as those for which the school grants approved leaves of absences are, of course, acceptable; however, frequent or excessive absences for any reason may require corrective action. Chronic or excessive absences and tardiness is a disruptive influence to the school.

Unexcused absences are defined as an employee's failure to properly notify the school of absence prior to the scheduled work time or an employee's absence without authorized leave. Any number or occurrences of unexcused absence, depending upon the circumstances, may be considered unsatisfactory and subject to possible disciplinary action.

LEAVE WITHOUT PAY

Leave taken in excess of available leave can only be taken in full-day increments and will need to be docked from the employee's pay. Employees must exhaust all paid leave before going to an unpaid status. Any use of leave without pay within one school year that is not covered under Extended Family Leave Policy, or following the use of qualified Extended Family Leave Policy will result in discipline, up to an including termination or discharge.

The Head Administrator, or their designee, shall have final approval for all leave types and lengths of leave on a case-by-case basis. The Head Administrator shall develop procedures for the systematic administration of this policy.

ALBUQUERQUE AVIATION ACADEMY ACCEPTABLE USE POLICY



Acceptable Use Policy – Computer, Network, E-Mail, Internet and Cell Phone Use

The Albuquerque Aviation Academy is a leader in implementing innovative and researched-based strategies and educational programs. The computer-based delivery of curriculum and access to the latest computer software and hardware innovations in conjunction with anytime world-wide web access has moved Albuquerque Aviation Academy to the forefront of technology education. Access to the curriculum via the internet frees students from the restraints of the traditional classroom. Instruction becomes an individual experience for students who are able to pursue a self-directed education.

The purpose of Albuquerque Aviation Academy in providing Internet access is to facilitate research and education.

While it is the Albuquerque Aviation Academy's intent to make the Internet available in order to further educational goals, parents and guardians should be aware that some material accessible via the Internet may contain items that are illegal, defamatory, inaccurate and offensive. Although Albuquerque Aviation Academy will monitor and regulate student use and access to the Internet, this regulation cannot guarantee compliance with the Acceptable Use Policy. Ultimately parents and guardians of minors are responsible for setting and conveying the acceptable standards for their children.

The accounts and devices provided by Albuquerque Aviation Academy should be used only for educational purposes. If a student is uncertain about whether a particular use of the computer network or the Internet is appropriate, he or she should consult a teacher or staff member. E-mail may be used for all correspondence, private or school related, provided the student complies with the provisions listed below.

The following uses of the accounts provided by Albuquerque Aviation Academy are unacceptable, and may result in disciplinary action as determined by Albuquerque Aviation Academy staff:

- I. Uses that violate any state or federal law or municipal ordinance are unacceptable. Unacceptable uses include, but are not limited to the following:
 - a. Selling or purchasing any illegal substance, medications, or stolen property.
 - b. Accessing, transmitting, or downloading all types of pornography, obscene depictions, harmful materials, or materials that encourage others to violate the law.
 - c. Transmitting or downloading confidential information or copyrighted materials.
- II. Uses that involve the accessing, transmitting or downloading of inappropriate materials on the Internet as determined by Albuquerque Aviation Academy or other authorities.
 - a. Accessing the Internet or e-mail during inappropriate or scheduled class times, as determined by staff.
 - b. Uses that involve using non-school e-mail accounts via school computers.
 - c. Uses that cause harm to others or damage to their property are unacceptable. Unacceptable uses include, but are not limited to the following.

- Deleting, copying, modifying, or forgoing other users' e-mails, files, or data.
- Accessing another User's e-mail.
- Damaging or potentially damaging computer equipment, files, data or the network.
- Using profane, abusive, or impolite language during on-line communication.
- Threatening, harassing, or making defamatory or false statements about others.
- Accessing, transmitting or downloading harmful files or programs.
- Using any computer to pursue hacking, internal or external to the school, or attempting to access information that is protected by privacy laws.
- III. Uses that jeopardize access or lead to unauthorized access into accounts or other computer networks are unacceptable. Unacceptable uses include, but are not limited to the following:
 - a. Using other users' account passwords or identifiers.
 - b. Disclosing one's account password to other users or allowing other users to use one's accounts.
 - c. Accessing other users' accounts or other computer networks.
 - d. Interfering with other users' ability to access their accounts.

Albuquerque Aviation Academy is not responsible for any claims, losses, damages, costs, or other obligations arising from the unauthorized use of the accounts. Albuquerque Aviation Academy also denies any responsibility for the accuracy or quality of the information obtained through the Internet account. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of Albuquerque Aviation Academy, its affiliates, or employees. Account users are responsible for any losses sustained by Albuquerque Aviation Academy or its affiliates, resulting from the Account users' intentional misuse of the accounts.

Albuquerque Aviation Academy Cell Phone/Electronic Device Use

Students may carry cell phones/electronic devices at their own risk. Albuquerque Aviation Academy is not responsible for lost, stolen, or damaged phones and devices. Students may use cell phones/electronic devices BEFORE and AFTER school, and during school BREAKS and LUNCH ONLY. Students may not use cell phones/electronic devices during any class, school assemblies, and other special events. Cell phones/electronic devices must not disrupt the educational process and/or school activities. Cell phones/electronic devices must be turned off and placed in teacher directed location (i.e. cell phone box, table or other designated area) during instructional time. Albuquerque Aviation Academy reserves the right to confiscate cell phones/electronic devices from students who violate the cell phone/electronic device policy. Parents will be notified to pick up the student's confiscated cell phone/electronic device from the school. Repeated violations of this policy may result in disciplinary action.

This Acceptable Use Policy complies with federal and state telecommunication rules and regulations.



Parent Representative Signature (REQUIRED):

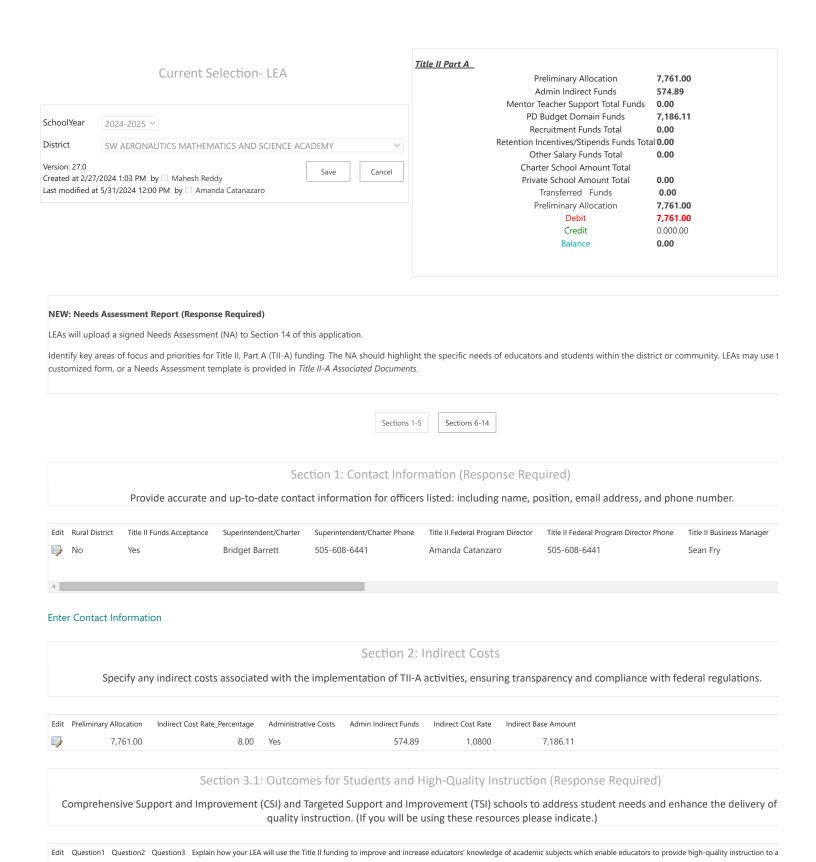
IDEA B Application

Certification of Assurances and

Board of Education or Governing Authority and LEA Approval of Local IDEA B Funding Application

Instructions: Print this page, obtain required signatures then upload the page to SharePoint. **Local Education Agency Name:** Albuquerque Aviation Academy fka SW Aeronautics Math Science Academy **School Year** 2024-2025 **Local IDEA-B Funding Application Approval Authorized Representative Certification of Assurances** In conjunction with this submission, I certify that all assurances, listed in Section I - Public Information and marked as "yes" in the Plan of Assurances have been met, or that the LEA has completed, or will complete and submit proof of adoption to the Special Education Bureau (SEB), policies and procedures that are consistent with State policies and procedures established under IDEA B regulations, by no later than June 30, 2024. I further certify that the LEA can make the assurances marked as "yes" in Section III and IV of this application. These provisions meet the requirements of IDEA B as found in Public Law No. 108-446. The LEA or State agency will operate its Part B program in accordance with all of the required assurances. If any assurances have been checked "no", I certify that the LEA or State agency will operate throughout the period of this grant award consistent with the requirements of IDEA, as found in Public Law No. 108-446 and any applicable regulations, and will make such changes to existing policies and procedures as are necessary to bring those policies and procedures into compliance with the requirements of IDEA, as amended, as soon as possible, and not later than June 30, 2024. (34 CFR § 76.104). Printed/Typed Name and Title of Authorized Representative of the LEA or State Agency: Authorized Representative's Signature (REQUIRED): Date: Board of Education or Governing Authority and LEA Approval of Local IDEA B Funding Application This application for IDEA B Entitlement funding was submitted to the local educational agency's (LEA's) local school board or governing authority for approval and the LEA has elected to submit this application for the purpose of maximizing resources in meeting fully all obligations to children with disabilities of the district under the Individuals with Disabilities Education Act Part B. The 2024-2025 application for IDEA B Entitlement funding was approved on: Enter date. The Board of Education or Governing Authority for the: School District, State Chartered Charter School or State Supported Educational Programs provides assurance to the New Mexico Public Education Department (PED), SEB that the applicable Federal, State and local laws and regulations will be met as described in the Local Application for IDEA B Funding. We the undersigned, further certify that all assurances in this application as provided to the PED have been approved by the local Board of Education and/or Charter School Governing Authority. Board of Education/Governing Board President Signature (REQUIRED): Date: Superintendent Signature/ Head Administrator Signature (REQUIRED): Date: Special Education Director Signature (REQUIRED): Date: Business Manager* (REQUIRED): *🗆 Check box if Business Manager acknowledges receipt of the Budget Summary page, of the 2024-2025 application, for the purposes of setting up a correct budget in OBMS per fund/function. Business Manager Signature (REQUIRED): Date: Parent Involvement (REQUIRED): I represent parents of the LEA. My signature below assures the Department that parents participated in the development of the IDEA B Entitlement budget for the 2024-2025 School Year.

Date:



Title II funding will be used for professional development and training to enhance teachers' knowledge in the content areas.

Enter New Item

1

Section 3.2: Educator Quality Measures by Subgroup: (Response Required)

Prioritize support and resources for educator quality measures tailored to address the needs of various student subgroups:

Edit HighQualityInstruction Modified Modified By

Albuquerque Aviation Academy has an Equity Council that works to make sure the voices of each of these groups are heard. In addition, students in these subgroups have access to teachers who have been trained to meet the unique needs of each group and meet students where they are.

Enter New Quality Meausre

Section 4: Mentorship Support for Teachers

Ensure the district STARS Coordinator uploads Mentor and Mentee data during the FY24-25 NOVA 80th day reporting period. (TII-A staff will upload the validate report to this TII-A Application for all LEAs once the 80-day report is certified.) Data should include:

- a. Names of mentors and mentees,
- b. Stipend amounts (if applicable) provided to mentors

If known at this time, please upload names of Mentors and Mentees and purpose to Section 14: Upload Related Documents.

Edit MentorshipSupportFunds DistrictID:DistrictCode

There are no items to show in this view of the "T2Section4_NoviceTeacherSupport" list.

Add Mentorship Support for Teachers

Section 5: Professional Development

Ensure professional development initiatives are grounded in evidence-based practices vetted through resources such as the Educational Resources Information Center (El the What Works Clearinghouse (WWC). Emphasize sustained, intensive, job-embedded, data-driven, and classroom-focused PD to maximize effectiveness. How will the L monitor the effectiveness of the activities?

NMPED 2024 HQIM PL Marketplace - https://webnew.ped.state.nm.us/wp-content/uploads/2023/05/2024-HQIM-PL-

Marketplace-List.pdf ERIC - https://eric.ed.gov/ WWC - https://ies.ed.gov/ncee/wwc/

Edit	PDBudgetFunds	Name Of Professional Development	Delivery Model	Subject Addressed	Description Of Professional Development	Grade Level of Teachers Participating	Tools Us
 	5,000.00	Tuition Reimbursement	In-state	Mathematics, Literacy, Science, Social Studies	Teachers that wish to be reimbursed for tuition for courses that advance them in their content area(s). A transcript with a passing grade must be presented with a passing grade to receive funds.	06,07,08,09,10,11,12	Transcr
>	2,186.11	Administrative "Principal" Training with Kelly Callahan	In-state	Professional Development	Administrative Training/Professional Development with Kelly Callahan for Administrative Team.	Admin	Particip

Enter Professional Development

Title II Part A Current Selection- LEA Preliminary Allocation 7,761.00 574.89 Admin Indirect Funds Mentor Teacher Support Total Funds 0.00 PD Budget Domain Funds 7,186.11 SchoolYear 2024-2025 > Recruitment Funds Total 0.00 Retention Incentives/Stipends Funds Total 0.00 District SW AERONAUTICS MATHEMATICS AND SCIENCE ACADEMY Other Salary Funds Total 0.00 Charter School Amount Total Version: 27.0 Private School Amount Total 0.00 Created at 2/27/2024 1:03 PM by ☐ Mahesh Reddy Transferred Funds 0.00 Last modified at 5/31/2024 12:00 PM by Amanda Catanazaro Preliminary Allocation 7,761.00 Debit 7,761.00 Credit 0.000.00 Balance 0.00 Sections 1-5 Sections 6-14 Section 6: Recruitment Ensure targeted recruitment strategies to address shortages in hard-to-fill positions, focusing on attracting qualified educators to areas of need within the district or scl (As part of an overall strategy to improve teacher quality, TII-A may be used for teacher incentives (e.g., as stipends for teachers recruited to fill hard-to-fill positions or to teachers who have been effective in helping low-achieving students succeed) or to pay the salaries of master teachers who provide or coordinate professional develop services for other teachers.) Edit Description RFundsBudgeted There are no items to show in this view of the "T2Section_Recruitment" list. Add Funds Budgeted - Recruitment Section 7: Retention Incentives/Stipends Develop targeted retention strategies, including incentives and stipends, to support the retention of educators in hard-to-fill positions, promoting stability a continuity within the educational workforce. Edit Description RSFundsBudgeted There are no items to show in this view of the "T2Section_RetentionIncentivesStipends" list. Add Funds Budgeted - Retention Incetives/Stipends Section 8: Other Salaries Specify any other salaries funded through Title II, Part A, ensuring accurate documentation and allocation of resources. (TII-A funds can be used only to pay the of highly qualified teachers hired for the purpose of reducing class size.) Edit SchoolLocations Description OtherSalaryFunds Name of Person License Number Role Of Person There are no items to show in this view of the "T2Section9_OtherSalaries" list. Add Other Salaries Section 9: Carryover Funds

Describe any carryover funds from previous fiscal years and how they will be utilized to support ongoing and new initiatives.

6/5/24, 4:31 PM Module 1: Title I & II District Representatives -Edit Use of Carryover Funds Modified By Grand Total including carryover funding comes to \$21,752.00. ☐ Amanda Cata Current Indirect Funds of \$574.89 and \$1165.27 will total to \$174.16 to be used for Indirect Costs related to managing the grant. Currently, Tuition Reimbursement is budgeted at \$5000.00. \$7000.00 additional funds will be added for a total of \$12,000 to be used for Tuition Reimbursement for Currently, Principal Professional Development is budgeted at \$2186.11. That will be combined with \$5825.73 of carryover funds for a total of \$8011.84 to be used for Principal Professional Development. Add Carryover Funds Section 10: Total Enrollment Provide total enrollment numbers. This offers clarity regarding the extent of TII-A initiatives and aid in making well-informed decisions about allocating resou designing programs, and evaluating outcomes within the local education agency. Private Enrollment Available T II Allocation Preliminary Allocation Public Enrollment Charter Enrollment Total Enrollment Per Pupil Amount 7,761.00 0 0 0 7,186.11 0 #DIV/0! Section 11: Locally Authorized Charter Schools Include information on locally authorized charter schools and their participation in TII-A activities, if applicable. Edit Were all Charters offered T II Funds? Did any Charters Schools decline T II Funds? Charter Enrollment Per Pupil Amount There are no items to show in this view of the "T2Section10_CharterSchools" list. Add Charter Schools Enrollment Section 12: Private Schools Detail any collaboration or consultation with private schools regarding the equitable distribution of funds and services. Description PrivateSchoolLocation Individual Private Enrollment Private School Amount Did any Private Schools decline T II Funds? Were all Private Schools offered T II Funds? There are no items to show in this view of the "T2Section11_PrivateSchoolsSummary" list.

Add Private Schools Enrollment

Section 13: Funds transferred to Other Federal Programs Specify any funds transferred to other federal programs related to Rural Education Achievement Program (REAP) highlighting efforts to address the unique neu rural communities. Edit Are you Transferring/REAP Title II Funds? Fund Utilization Transferring To T1 Transfer Amount Other Transfer Amount There are no items to show in this view of the "T2TransferFunds_FederalPrograms" list.

Enter to Transfer Funds

Section 14: Upload Related Documents

Ensure compliance with application requirements by uploading signed Needs Assessment and Assurances Page, Private School applications, Job Description Mentor/Mentee List (if available currently), etc.

O ABQ Aviation Academy FY24-25 Title II A LEA Assurances Signed #

Upload Documents

Associated Documents

	Name
pdf	2024-25 Title-IIA Needs Assessment
pdf	Course Reimbursement Request Form-RfR
pdf	FY24-25 District Private School Application rev
pdf	FY24-25 LEA Assurances Page rev
pdf	FY24-25 Local Charter Application rev
pdf	FY24-25 TIIA LEA Assurances Page rev
×	Mentor List Template-RfR
pdf	Professional Development Training Report Form-RfR
×	Substitute List Template - RfR
pdf	Title II, Part A Needs Assessment Guidance
	Section 15: Application Submission

Submit Your Application

13 FLEET SERVICE CONTRACT (FORM)

THIS A	AGREEMENT is made and entered into as this 6th day of JUNE,
20 <u>24</u>	, by and between ALBUQUERQUE AVIATION ACADEMY hereinafter called "BOARD" (local board of education)
and HE	RRERA COACHES INC. herein after referred to as "CONTRACTOR." (contractor)
WITI	NESETH:
WHER service	EAS, BOARD has engaged CONTRACTOR to provide the pupil transportation s described herein; and
WHER	EAS, CONTRACTOR desires to provide such transportation services;
NOW, agree a [12-31-	THEREFORE, in consideration of the covenants hereinafter contained, the parties s follows: -98]
13.1	TERM
	The term of this agreement shall commence JULY 1 , 2024 and shall continue through JUNE 30 , 20 25 . This contract may be renewed annually thereafter on the same terms and conditions at the option of the BOARD . [12-31-98]
13.2	SCOPE OF SERVICES
	a. CONTRACTOR shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the BOARD consistent with the terms of this contract.
	b. CONTRACTOR shall, provide for the efficient management of the transportation services as set forth herein. CONTRACTOR shall advise the BOARD of the name(s), address(s), and phone number(s) of individual(s)

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

designated as responsible for the management of services.

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

- d. Transportation services shall be provided for 184 school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/184 th of the total compensation for services provided in paragraph 3.a of this contract.
- e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**. [12-31-98]

13.3 COMPENSATION

- The **BOARD** shall pay CONTRACTOR all sums due and calculated in accordance with the conditions of this contract. The BOARD agrees to pay the CONTRACTOR \$66,057.00 for purchase allowance/rental fees, and \$247,629.00 for services herein for a total of \$313,686.00 paid in consecutive monthly installments as follows: 9 equal installments of \$31,368.60 each, and a final installment of \$31,368.60 commencing on the 1ST day of AUGUST b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the BOARD.
- c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.
- d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]

13.4 FUEL

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

13.5 OPERATION AND MAINTENANCE

- a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education Regulations.
- b. CONTRACTOR shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.
- c. **CONTRACTOR** shall ensure that buses operating under this contract meet established Secretary of Education safety inspection requirements. [12-31-98]

13.6 SALARIES

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

13.7 ROUTES AND SCHEDULES

- a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The BOARD on the basis of safety, efficiency and economy shall approve such routes.
- b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:
- c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.

 [12-31-98]

13.8 RECORDS AND REPORTS

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

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

- b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.
- c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met. [12-31-98]

13.9 INDEMNIFICATION

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

13.10 INSURANCE

- a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.
- b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**.

 [12-31-98]

13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

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

13.12 SAFETY

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

13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

- a. CONTRACTOR shall employ a sufficient number of drivers and support personnel to carry out the terms of this contract.
- b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.
- c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.
- d. CONTRACTOR shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the BOARD verification of compliance.
- e. CONTRACTOR shall be responsible for hiring and discharging personnel employed by CONTRACTOR to perform its obligations hereunder; provided, however, that the BOARD shall have the right to require CONTRACTOR to remove from service under this agreement any employee whose performance is, in good faith, deemed by the BOARD unsuitable to the provision of transportation services for BOARD; and provided further that BOARD shall provide the CONTRACTOR such notification in writing and provide justification for its determination.
- f. CONTRACTOR shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

13.14 TERMINATION OF CONTRACT BY BOARD

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

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

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

- b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.
- c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.
- d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.
- e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.
- f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the CONTRACTOR shall reimburse the DISTRICT an amount equal to the value calculated.
- g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.

 [12-31-98]

13.15 TERMINATION OF CONTRACT BY CONTRACTOR

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

- a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.
- b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

- c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.
- d. This contract shall not be assigned to another individual or corporation.
- e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the CONTRACTOR shall reimburse the DISTRICT an amount equal to the value calculated.
- f. In the event that this contract is terminated, the buses owned by the CONTRACTOR and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the BOARD and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the CONTRACTOR all said buses at their appraised value.

Appendix A (part I)

FLEET CONTRACT

B U S	O C W O N D E E R	Y E A R	M O D L	E A T I N	L I T	IDENTIFICATION		RENTAL FEE	
SA40	053	2023	вв	48	Ν	1BAKBCSA3PF390183	SBK-3590	21,638	
SA41	053	2023	ВВ	48	Ν	1BAKBCSA5PF390184	SBK-3591	21,638	-1
SA42	053	2023	ВВ	71	N	1BAKCCSA4PF390487	SBK-3592	22,781	
				·					
		·							
		-							
			_						
		·							
12-31-9	0.7								

[12-31-98] 6.43,2 NMAC

13.17

Appendix A (part II)

FLEET CONTRACT

Bus#	Route Mileage	Route Description (area served)
SA42	17 MILES/DAY	TAYLOR RANCH LIBRARY, WALMART
SA40	46 MILES/DAY	PETCO, LOWE'S, PARADISE HILLS CHURCH, THE TRAILS
SA41	28 MILES/DAY	CALVARY CHURCH, REDLANDS PARK, DEFINED FITNESS
4.1		
50.00		

[12-31-98]

APPENDIX B

FLEET CONTRACT PAYMENT SCHEDULE

2024 - 2025 SCHOOL YEA	JR.
This contract approved by the ALBUQUERQUE AVIATION AC	CADEMY
on JUNE / 6 / 2024 (BOARD) for HERRERA COACHES INC)
(CONTRACTOR)	
to operate buses/routes set forth in Aptransportation services includes the following am CONTRACTOR to carry out the terms of the ceconomically:	ppendix A to provide school nounts deemed necessary for ontract safely, efficiently, and
I. BUS PURCHASE/RENTAL FEE:	_{\$} 66,057.00
II. TRANSPORTATION SERVICES: (Estimated Budge	et)
a. Fuel	_{\$} 44,000.00
b. Operation & Maintenance and All other expenses	\$44,000.00 \$103,629.00
c. Salary and Benefits	_{\$} 100,000.00
Total Transportation Services	_{\$} 247,629.00
III. Total Estimated Budget	\$313,686.00
[12-31-98]	

Finance Summary as of May 31, 2024

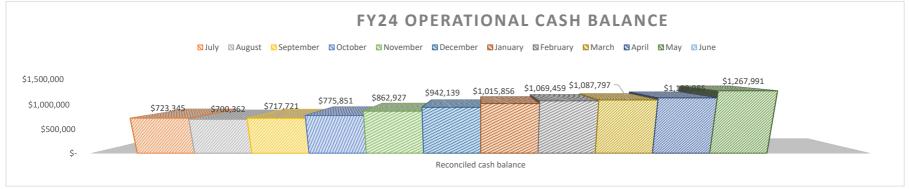


SAMS Academy received 91.40% of budgeted Operational revenue & expended 64.20% of budget through the end of the month.

Bank Reconciliation:

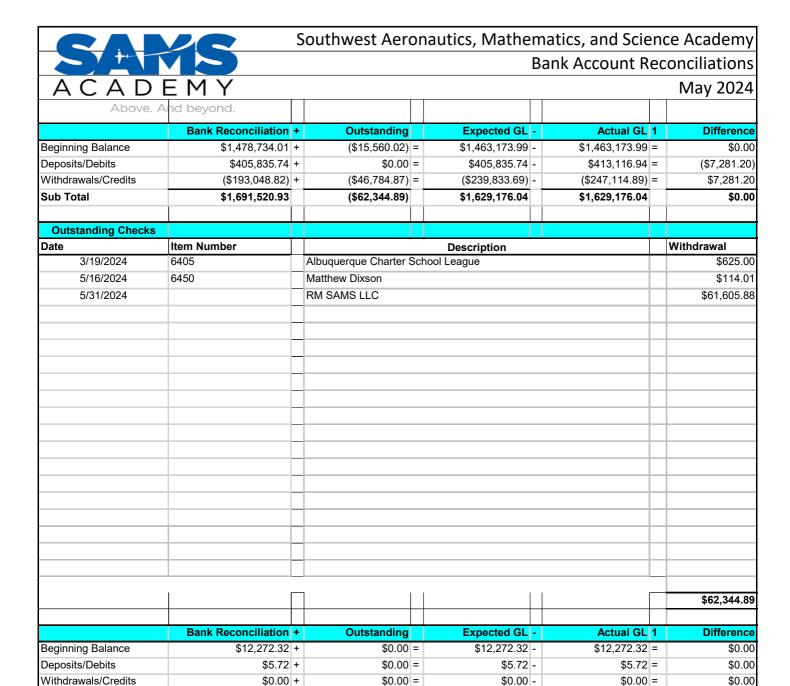
- ➤ May 2024
 - o Reconciled cash balance at month end was \$1,641,454.08
 - Outstanding items total \$62,344.89
 - o Revenues exceeded Expenditures by \$166,417.27 in May







	+					Aeronautics, Mathematics, and Science Acade Bank Register Acti
						May 2
1 C	ADE	IYI Y				
	Above. And	beyond.				
ık erating	Account Number					
Date		Payee/From		Deposit		
5/1/2024 5/1/2024	00025080 00025081	April 2024 Bank Fees BANKCARD MTHLY FEES24043				Bank Fees Bank Credit Card Fees
5/1/2024	CR05-01	CTE(Career Tech)	\$	14,122.49	\$ 97.33	Bank Credit Card Fees
5/1/2024	CR05-02	Summer school	\$	150.00		
5/3/2024 5/8/2024	CR05-03	NM Public Schools Insurance Authority Carl Perkins	S	1,124.29	\$ 23,789.72	May NMPSIA
5/9/2024	CR05-04	TVI EDI PYMT	\$	50.00		
5/10/2024 5/10/2024	CR05-05	NUSENDA FCU KRL Vending Commissions	S	124.92	\$ 42,998.70	Payroll PP21
5/10/2024	CR05-06	SEG May 2024	\$	299,643.33		
5/10/2024 5/13/2024	CR05-07 CR 05-08	Summer school Summer school/ charger replacement	\$ \$	150.00 165.00		
5/16/2024	0.110000	ABCWUA		100.00	\$ 902.78	Water at 6441 Ventana
5/16/2024		Amazon Capital Services			\$ 161.84	Office Supplies
5/16/2024 5/16/2024		EM3 Networks Herrera Coaches, Inc.			\$ 742.06 \$ 23,430.70	Internet Service at 6441 Ventana Bus Services
5/16/2024		Internal Revenue Service			\$ 14,627.52	Federal Payroll Taxes
5/16/2024 5/16/2024		Janelle Tran New Mexico Gas Company				OT Ancillary Services Gas at 6441 Ventana Rd
5/16/2024		Public Service Company of New Mexico			\$ 3,500.25	Electrictiy at 6441 Ventana Rd
5/16/2024 5/16/2024	6441	Stericycle, Inc. ACES Association of Charter Schools Education Services	-		\$ 53.27	Medical Waste Landscaping, Ancillary, JMP, and LDD
5/16/2024	6442	Bode Aviation, Inc.			\$ 357.00	Hanger Rental
5/16/2024 5/16/2024	6443	Brady Industries of New Mexico LLC			\$ 744.86	Janitorial supplies
5/16/2024	6445	Bridget Barrett Cooperative Educational Services			\$ 1,310.70	Staff Appreciation Ancillary Services
5/16/2024	6446	Clearly Clean Janitorial Services LLC.			\$ 5,524.40	Janitorial services
5/16/2024 5/16/2024	6448	Cognia Inc. E&M International, Inc.	-			Accreditation Fee Alarm Monitoring
5/16/2024	6449	Garcia Galvez, Jose			\$ 500.00	Tuition Reimbursement
5/16/2024 5/16/2024	6450 6451	Matthew Dixson R. Daniel Castille, Attorney, LLC	-			Decorations for graduation Legal services
5/16/2024	6452	Robert Pierce				Tuition Reimbursement
5/16/2024 5/17/2024	CR05-09AB CR05-10	Sandoval County Property Tax Summer school/ charger replacement	\$ \$	768.01 165.00		
5/20/2024	CR05-10 CR05-11	Bernalillo County Property Tax Dist.	\$	165.00 25,960.64		
5/20/2024	CR05-12	Title I	\$	11,709.54		
5/20/2024 5/20/2024	CR05-13 CR05-14	Title IV Summer school	\$ \$	1,444.08 150.00		
5/20/2024	CR05-15	Replacement Chromebook	\$	60.00		
5/21/2024 5/23/2024	CR05-16 CR05-17	Carl Perkins CTE(Career Tech)	\$ \$	1,124.02 14,119.09		
5/23/2024	CR05-18	Summer school	\$	150.00		
5/23/2024	CR05-19	Replacement Charger	\$	15.00		
5/24/2024 5/25/2024	CR05-20 CR05-21	Summer school Summer school/ charger replacement	\$ \$	150.00 195.00		
5/28/2024	CR05-22	Summer school	\$	450.00		
5/28/2024 5/29/2024	CR05-23	Summer school/ charger replacement NUSENDA FCU	\$	180.00	\$ 45,354.28	Payroll PP22
5/29/2024	00025153	BANKCARD PCI NON COMPLY052824				Payroll PP22 Bank Credit Card Fees
5/29/2024	CR05-25	IDEA-B	S	6,522.63		
5/29/2024 5/30/2024	CR05-26 CR05-27	Replacement Charger Replacement Charger	\$	15.00 60.00		
5/30/2024	CR05-28	Summer school	\$	450.00		
5/31/2024 5/31/2024	CR05-30	RM SAMS LLC ESSER III ARPA	s	4,114.60		Rent on 6441 Ventana Rd
5/31/2024	CR05-31	May Transportation	\$	21,269.00		
5/31/2024	CR05-32 CR05-33	Summer school/ charger replacement	\$	465.00		
5/31/2024	CR05-33	Dividend Income - Operating	\$	769.10		
			-			
			-			
			\$	406,410.24	\$239,998.69	
Total		I.	_			
	Account Number					
nk senda Saving	gs 37627515	Davie Care		D	Wile	
nk		Payee/From Dividend Income - Savings		Deposit \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number	Payee/From Dividend Income - Savings		\$5.72 \$5.72		
nk senda Saving Date	gs 37627515 Number		\$	\$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk senda Saving Date 5/31/2024 o Total	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
nk senda Saving Date 5/31/2024 o Total	gs 37627515 Number		\$	\$5.72 \$5.72		
nk senda Saving Date 5/31/2024 o Total	gs 37627515 Number		\$	\$5.72 \$5.72		
k enda Saving Date 5/31/2024	gs 37627515 Number		\$	\$5.72 \$5.72		
k enda Saving Date 5/31/2024 Total	gs 37627515 Number		\$	\$5.72 \$5.72		



\$0.00

\$12,278.04

\$12,278.04

\$0.00

Sub Total

\$12,278.04