



## Board of Education

Nancy Hooker, President; Megan M. Mitchell, Vice-President;  
Fox V. Guinn, Secretary; Bret E. Wier, Member; Kari M. Jaramillo, Member  
Adán Estrada, Superintendent

**Board of Education  
Regular Meeting**

**Wednesday  
June 16, 2021  
6:30 pm**

**In light of the public health emergency due to the Covid-19 virus Cimarron Municipal Schools is taking extra precautions with necessary meetings. All Board of Education meetings will be virtual meetings until the state restrictions regarding the spread of the virus are changed or rescinded by the governor. You may participate in the work of the Board of Education by joining via teleconference upcoming board meetings or emailing input, comments and questions to board members at [info@cimarronschools.org](mailto:info@cimarronschools.org). This input will be addressed at an upcoming meeting.**

**Eagle Nest Elementary/Middle School  
225 Lake Avenue  
Eagle Nest, NM 87714**

**LIVE VIDEO ON CIMARRON MUNICIPAL SCHOOLS FACEBOOK PAGE**

### **Vision**

*To inspire our students to realize their  
individual potential in an ever-changing world*

### **Mission**

*Cimarron Municipal Schools will work hand-in-hand with our families  
and community to provide our students the experience of a safe and  
challenging educational environment through staff who know and nurture every child*

**Cimarron School District is a PREMIER school**



**with familia at its core**

# CIMARRON MUNICIPAL SCHOOLS

165 N. COLLISON AVE., CIMARRON NM, 87714  
(575) 376-2445 (575) 376-2442-FAX

## CIMARRON MUNICIPAL SCHOOLS BOARD OF EDUCATION REGULAR MEETING

### AGENDA

### LIVE VIDEO ON CIMARRON MUNICIPAL SCHOOLS FACEBOOK PAGE

Eagle Nest Elementary/Middle School  
Wednesday, June 16, 2021  
6:30 pm

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Consider Approval of Agenda (Action)
- V. Consider Approval of Minutes (Action)
  - A. May 19, 2021 – Regular Board Meeting
  - B. May 25, 2021 – Special Board Meeting
  - C. June 9, 2021 – Special Board Meeting
- VI. Public Forum
- VII. Consider approval of the Award of the Education Technology Notes and Lease to the New Mexico Finance Authority. Discussion/Action
  - A. Art Melendres
  - B. John Archuleta
- VIII. Consider Approval of the Pricing List for the Eagle Nest Elementary/Middle School Construction Project (Discussion/Action)
  - A. Robert Sanchez, R & M Construction LLC
- IX. Review of plan for keeping all students on campus during construction. (Dana McBee/Adan Estrada). Discussion/Action.
- X. Consider Approval of the 2019-2020 Audit (Discussion/Action)
  - A. Terry Ogle, Accounting & Financial Solutions
- XI. School Board Report

A. 2021 Leadership Retreat – July 8-10, 2021 – The Sagebrush Inn, Taos, NM

- XII. Consider Approval of a review of board policies governing special education, receive report from the Superintendent regarding administrative review of procedures, and adopt Assurance Statement that the District has in effect policies and procedures consistent with State policies and procedures established under IDEA-B regulations. (Discussion/Action)
- XIII. Consider Approval of the IDEA B Application (Discussion/Action)
- XIV. Consider Approval of the 2021-2022 MVHS Budget (Discussion/Action)
- XV. Consider Approval of the 2021-2022 CMS Budget (Discussion/Action)
- XVI. Consider Approval of Consent Agenda Items (Discussion/Action)
  - A. Approval of the Disbursement Detail, Deposit Listing, Expenditure and Revenue Report, Budget Adjustments, Fund Cash Balance, Finance Memo, Investment Report, ACH Voucher Report and Bond Expense Report.
- XVII. NMSBA Policy Service Advisories 210-214 – 2<sup>nd</sup> Reading (Discussion/Action)
- XVIII. NMSBA Policy Service Advisories-215-219 – 2<sup>nd</sup> Reading (Discussion/Action)
- XIX. NMSBA Policy Service Advisories 220-228 – 1<sup>st</sup> Reading
- XX. Superintendent’s Report
  - A.
- XXI. Executive Session
  - A. Superintendents Goals
  - B. Consideration of Purchase of Real Property
- XXII. Next Regular School Board Meeting Agenda Items
- XXIII. Adjournment

The next Regular School Board Meeting is scheduled for Wednesday, July 21, 2021; Cimarron High School Media Center; Meeting Time – 6:30 pm.

Persons from the same group and having similar viewpoints are asked to select a spokesperson to speak on their behalf. Multiple and repetitious presentations of the same view will be discouraged. Public Comments and Observations regarding non-agenda items that fall within the purview of the Cimarron Board of Education are heard at this time. Comments regarding matters under litigation will not be allowed and no action will be taken on items presented but may be referred to staff or others. The School Board Members and Superintendent may travel together, however, no school business will be discussed or action taken.

This is an open meeting and the citizens of the Cimarron Municipal School District are invited to attend. Notice: Individuals with disabilities who need any form of auxiliary aid to attend or participate at this meeting are to contact the Superintendent at 575-376-2445 as soon as possible.

# CIMARRON MUNICIPAL SCHOOLS

165 N. COLLISON AVE., CIMARRON NM, 87714  
(575) 376-2445 (575) 376-2442-FAX

## CIMARRON MUNICIPAL SCHOOLS BOARD OF EDUCATION REGULAR MEETING

### AGENDA

**In light of the public health emergency due to the Covid-19 virus Cimarron Municipal Schools is taking extra precautions with necessary meetings. All Board of Education meetings will be virtual meetings until the state restrictions regarding the spread of the virus are changed or rescinded by the governor.**

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### LIVE VIDEO ON CIMARRON MUNICIPAL SCHOOLS FACEBOOK PAGE

Cimarron High School Media Center  
Wednesday, May 19, 2021  
6:30 pm

- I. Call to Order
  - Mrs. Mitchell called the meeting to order at 6:30 pm.
- II. Pledge of Allegiance
- III. Roll Call
  - Mrs. Mitchell, Vice-President; Mr. Guinn, Secretary, Mr. Wier, Member were all present. Ms. Jaramillo, Member was present via Zoom. Mrs. Hooker, President was absent. A quorum was present.
- IV. Consider Approval of Agenda (Action)
  - Mr. Wier made a motion to amend the Agenda to insert Public Forum as Item VI. Ms. Jaramillo seconds the motion. The Board was polled: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.
  - Mr. Wier made a motion to amend the Agenda by moving Item XII Consider Approval of the 2019-2020 Audit to the next regular meeting. Ms. Jaramillo seconds the motion. The Board was polled: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.
  - Mr. Wier made a motion to approve the amended agenda. Ms. Jaramillo seconds the motion. The Board was polled: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.

V. Consider Approval of Minutes (Action)

A. April 14, 2021, 2021 – Regular Board Meeting

- Mr. Wier made a motion to approve the April 14, 2021 Regular Board Meeting Minutes as presented in the packet. Ms. Jaramillo seconds the motion. The Board was polled: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.

VI. Public Forum

VII. Audit/Finance Committee Report (Discussion)

VIII. Consider Approval of the Intent Necessity Resolution (Discussion/Action)

A. Art Melendres

B. John Archuleta

- Ms. Jaramillo made a motion to approve the Intent Necessity Resolution. Mr. Wier seconds the motion. There was a Roll Call Vote: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The resolution was approved.

IX. Consider Approval of the Resolution and Proclamation of Regular School District Election (Discussion/Action)

A. Art Melendres

B. John Archuleta

- Mr. Wier made a motion to approve the Resolution and Proclamation of Regular School District Election. Ms. Jaramillo seconds the motion. There was a Roll Call Vote: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The resolution was approved.

X. School Board Report

A. Student Achievement Award

B. Cimarron School Board Scholarship Award

XI. Consider Approval of the 2021-2022 Budget (Discussion/Action)

- Mr. Wier made a motion to approve the 2021-2022 Budget. Mr. Guinn seconds the motion. The Board was polled: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.

XII. Consider Approval of the 2019-2020 Audit (Discussion/Action)

- Item was moved to July 16, 2021

XIII. Consider Approval of Consent Agenda Items (Discussion/Action)

A. Approval of the Disbursement Detail, Deposit Listing, Expenditure and Revenue Report, Budget Adjustments, Fund Cash Balance, Finance Memo, Investment Report, ACH Voucher Report and Bond Expense Report.

- Mr. Guinn made a motion to approve the Consent Agenda items. Mr. Wier seconds the motion. The Board was polled: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.

XIV. NMSBA Policy Service Advisories 210-214 (Discussion/Action)



# CIMARRON MUNICIPAL SCHOOLS

165 N. COLLISON AVE., CIMARRON NM, 87714  
(575) 376-2445 (575) 376-2442-FAX

## CIMARRON MUNICIPAL SCHOOLS BOARD OF EDUCATION REGULAR MEETING

### SPECIAL MEETING AGENDA

In light of the public health emergency due to the Covid-19 virus Cimarron Municipal Schools is taking extra precautions with necessary meetings. All Board of Education meetings will be virtual meetings until the state restrictions regarding the spread of the virus are changed or rescinded by the governor.

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### LIVE VIDEO ON CIMARRON MUNICIPAL SCHOOLS FACEBOOK PAGE

Tuesday, May 25, 2021  
6:30 pm

- I. Call to Order
  - Mrs. Mitchell called the meeting to order at 6:30 pm.
- II. Pledge of Allegiance
- III. Roll Call
  - Mrs. Mitchell, Vice-President; Mr. Guinn, Secretary, Mr. Wier, Member, Ms. Jaramillo, Member were all present via Zoom. Mrs. Hooker, President was absent. A quorum was present.
- IV. Consider Approval of the Pricing List for the Eagle Nest Elementary/Middle School Construction Project (Discussion/Action)
  - A. Robert Sanchez, R & M Construction LLC
- V. Adjournment
  - Ms. Jaramillo made a motion to adjourn the meeting. Mr. Wier seconds the motion. Roll Call Vote: Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.
  - The meeting was adjourned at 7:09 pm.

The next Regular School Board Meeting is scheduled for Wednesday, June 16, 2021; Eagle Nest Elementary/Middle School; Meeting Time – 6:30 pm.





# CIMARRON MUNICIPAL SCHOOLS

165 N. COLLISON AVE., CIMARRON NM, 87714  
(575) 376-2445 (575) 376-2442-FAX

## CIMARRON MUNICIPAL SCHOOLS BOARD OF EDUCATION REGULAR MEETING

### SPECIAL MEETING MINUTES

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### LIVE VIDEO ON CIMARRON MUNICIPAL SCHOOLS FACEBOOK PAGE

Wednesday, June 9, 2021  
6:30 pm

- I. Call to Order
  - Mrs. Hooker called the meeting to order at 6:30 pm.
- II. Pledge of Allegiance
- III. Roll Call
  - Mrs. Hooker, President; Mrs. Mitchell, Vice-President; Mr. Guinn, Secretary, Mr. Wier, Member and Ms. Jaramillo, Member were all present via Zoom. A quorum was present.
- IV. Approval of Agenda (Discussion/Action)
  - Mrs. Mitchell made a motion to amend the agenda to remove item V. Consider Approval of the Pricing List for the Eagle Nest Elementary/Middle School Construction Project. Mr. Wier seconds the motion. Roll Call Vote; Mrs. Hooker, Aye; Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.
  - Mrs. Mitchell made a motion to approve the amended agenda. Mr. Wier seconds the motion. Roll Call Vote; Mrs. Hooker, Aye; Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.
- V. Consider Approval of the Pricing List for the Eagle Nest Elementary/Middle School Construction Project (Discussion/Action)
  - A. Robert Sanchez, R & M Construction LLC
- VI. Consider Approval of the 21-22 School Calendar (Discussion/Action)

- Mr. Guinn made a motion to approve the calendar as presented in the packet. Ms. Jaramillo seconds the vote. Roll Call Vote; Mrs. Hooker, Aye; Mrs. Mitchell, Aye with clarification to student, parents & staff regarding the intervention day expectations; Mr. Guinn, Aye; Mr. Wier, Aye with clarification to student, parents & staff regarding the intervention day expectations; Ms. Jaramillo, Aye. The motion carries.

VII. Adjournment

- Mr. Guinn made a motion to adjourn the meeting. Mr. Wier seconds the motion. Roll Call Vote; Mrs. Hooker, Aye; Mrs. Mitchell, Aye; Mr. Guinn, Aye; Mr. Wier, Aye; Ms. Jaramillo, Aye. The motion carries.
- Meeting adjourned at 7:43 pm.

The next Regular School Board Meeting is scheduled for Wednesday, July 21, 2021; Cimarron High School Media Center; Meeting Time – 6:30 pm.

Approval of Minutes:

\_\_\_\_\_  
Nancy Hooker, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Guinn, Secretary

\_\_\_\_\_  
Date

Persons from the same group and having similar viewpoints are asked to select a spokesperson to speak on their behalf. Multiple and repetitious presentations of the same view will be discouraged. Public Comments and Observations regarding non-agenda items that fall within the purview of the Cimarron Board of Education are heard at this time. Comments regarding matters under litigation will not be allowed and no action will be taken on items presented but may be referred to staff or others. The School Board Members and Superintendent may travel together, however, no school business will be discussed or action taken.

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**EXCERPT FROM A SPECIAL MEETING  
OF THE BOARD OF EDUCATION OF  
CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

The Board of Education of Cimarron Municipal School District No. 3, County of Colfax, State of New Mexico, as governing board (the "Board") of Cimarron Municipal School District No. 3 (the "District"), met in a special meeting in full conformity with law and the rules and regulations of the Board, at Eagle Nest Elementary/Middle Schools Board Room, Eagle Nest, New Mexico on June 16, 2021, at the hour of 6:15 p.m. . Notice of the meeting was posted at the District's Administrative Office, 125 N. Collison Ave., Cimarron, NM 87714, New Mexico. Upon roll call, the following members were found to be present:

PRESENT:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Members: \_\_\_\_\_

\_\_\_\_\_

ABSENT:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ALSO

PRESENT:

Adán Estrada, Superintendent

\_\_\_\_\_

Upon motion duly made the following Award Resolution was adopted:

**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3  
COLFAX COUNTY, NEW MEXICO  
RESOLUTION**

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3, COLFAX COUNTY, NEW MEXICO, GENERAL OBLIGATION EDUCATION TECHNOLOGY NOTES, SERIES 2021, IN THE PRINCIPAL AMOUNT OF \$1,300,000, PAYABLE FROM RENT PAYMENTS UNDER A LEASE SECURED BY AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE LEASE PURCHASE ARRANGEMENT, THE MANNER OF ITS EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR EXECUTION OF LEASE PURCHASE ARRANGEMENT AND NOTES, THE CONTINUING DISCLOSURE UNDERTAKING, AND USE AND DELIVERY OF THE PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE LEASE PURCHASE ARRANGEMENT AND NOTES.

WHEREAS, the Board of Education of Cimarron Municipal School District No. 3, Colfax County, New Mexico (the "Board") as governing body of the Cimarron Municipal School District No. 3 (the "District") is authorized to contract indebtedness on behalf of and upon the credit thereof by entering into a lease purchase arrangement attached as Exhibit "A" hereto (the "Lease") and issuing education technology notes (the "Notes") pursuant to the Educational Technology Equipment Act, NMSA 1978, 6-15A-1 to 6-15A-16 as amended (the "Act") for the purpose of acquiring educational technology equipment (the "Property") for learning and administrative use in schools and related facilities within the District; and

WHEREAS, the Board, also referred to as Lessee in the Lease, wishes to facilitate the acquisition and purchase of certain Property listed on Exhibit A to the Lease to be used by Lessee, and Lessee is authorized pursuant to the Act, as amended, to execute, perform and make payments under contracts for such purposes and for the financing of "educational technology equipment," as defined in NMSA 1978, §§ 6-15A-3(B) and 22-15A-2 as amended; and

WHEREAS, there has been presented to the Board and there has been on deposit with the Secretary:

1. The proposed form of Lease and Notes;
2. The Continuing Disclosure Undertaking;
3. The proposed form of Note Purchase Agreement

WHEREAS, the Board has received an offer from New Mexico Finance Authority (the “Purchaser”) to purchase the Notes at a price equal to \$1,300,000 representing the par amount of the notes, plus an aggregate reoffering premium of \$0, less the underwriter discount of \$0, plus accrued interest from its date to the date of delivery, if any, and the Board desires to enter into the Lease and Note Purchase Agreement and accept the offer from the Purchaser and award the sale of the Notes to the Purchaser; and

WHEREAS, the Board has determined and hereby determines that it is necessary and in the best interests of the District to enter into the Lease, the Note Purchase Agreement, and the Continuing Disclosure Undertaking and to issue the Notes and to levy and pledge general ad valorem taxes to pay the payments under the Lease and Notes, such obligation being a non-cancelable obligation in accordance with the Act; and

WHEREAS, the Board has determined and does hereby determine that the Lease and Notes shall be issued under the authority of the New Mexico Constitution and the Act as hereinafter set forth, and desires to fix the form and certain details of the Lease, the Notes, and the Rent Payments (as defined in the Lease) including approval of the Purchaser as lessor (the “Lessor”) and to provide for the levy of taxes for the payment of rent payments on the Lease and Notes; and

WHEREAS, the net effective interest rate on the Lease payments does not exceed ten percent (10%) a year; and

WHEREAS, the Lease expected to be dated and effective as of August 6, 2021 has been presented to the Board setting out the terms with respect to the purchase and sale of the Notes for final confirmation, approval and ratification by the Board in connection with adoption of this Resolution; and

WHEREAS, no action or suit has been commenced by any person or corporation contesting the validity of any of the proceedings directed toward the execution of the Lease or the issuance of the Notes heretofore taken by the Board and the officers of the District.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Lease, Note Purchase Agreement, and Continuing Disclosure Undertaking, are hereby approved, and the President of the Board is hereby authorized to execute the Note Purchase Agreement, the Lease Purchase Arrangement, the Notes, the Continuing Disclosure Undertaking, and issue the Notes, and the Secretary of the Board is hereby authorized to attest the signature of the President on such documents. In approving the Lease with the Lessor, the Board has reviewed and accepted the schedule of principal payments to be made annually commencing on February 1, 2022 with interest to be paid semi-annually beginning August 1 and February 1 thereafter to February 1, 2026. The principal payment schedule is set forth below and in Exhibit “B” to the Lease. The Board has also reviewed and accepted the description of Property to be acquired, which description is set forth in Exhibit “A” to the Lease.

Section 2. A. In order to purchase the Property, the Board, on behalf of the District and upon the full faith and credit thereof, shall enter into the Lease with the Lessor and issue the Notes at a price equal to \$1,300,000 plus accrued interest from its date to the date of delivery, if any.

B. The Lease and the Notes shall be dated August 6, 2021 (the “Dated Date”), shall mature on August 1, 2022 and be payable on February 1, 2022 through February 1, 2026 as follows:

\$1,300,000  
 Cimarron Municipal School District No. 3  
 County of Colfax, New Mexico  
 General Obligation Education Technology Notes  
 Series 2021

**Taxable**

Series 2021			
<u>TYE10/30</u> August 1	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>
2022	\$310,000	0.170%	\$569.00
2023	235,000	0.260%	305.50
<b>TOTAL</b>	<b><u>\$545,000</u></b>		<b><u>874.50</u></b>

**Tax Exempt**

Series 2021			
<u>TYE10/30</u> August	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>
2023	\$ 75,100	0.160%	\$914.00
2024	310,000	0.270%	854.00
2025	185,000	0.380%	435.50
2026	35,000	0.480%	84.00
<b>TOTAL</b>	<b><u>\$605,000</u></b>		<b><u>\$2,287.50</u></b>

**Disadvantaged**

Series 2021			
<u>TYE</u> 10/30	<u>Principal</u> August 1	<u>Coupon</u>	<u>Interest</u>
8/01/26	\$150,000	0.000%	\$ 0.00
<b>TOTAL</b>	<b><u>\$150,000</u></b>		<b>\$ 0.00</b>

Section 3. The Lease is being entered into pursuant to Section 6-15A-1 et seq. NMSA 1978, as amended. The Lease and the Notes shall be payable from general ad valorem taxes which shall be levied without limitation as to the rate or amount or from other

funds in the District's general fund or from investment income of the District actually received and available for that purpose. The full faith and credit of the District shall be, and hereby is, irrevocably pledged to the payments on the Lease and the Notes.

Section 4. The Lease shall be substantially in the form attached hereto as Exhibit A.

Section 5. When the Lease has been duly executed and authenticated, the Lease shall be delivered to the Lessor and the Notes shall be delivered to the Underwriters or assignee. The funds realized from the issuance of the Notes shall be applied solely to the specified purpose for the Lease, but the Lessor and the Purchaser shall in no manner be responsible for the application of or disposal by the District, or any of its officers, of any of the funds derived from the sale thereof.

Section 6. Lessee hereby covenants to establish and maintain with respect to the Lease and the Notes, a special fund to be denoted the "Rent Payment Fund," at a depository of the Lessee, solely for the benefit of the Noteholders. The Rent Payment Fund shall be kept separate and apart from all other funds and accounts of Lessee and held in trust for the benefit of the Lessor and noteholders, and shall be used only for paying Rent Payments. All ad valorem taxes levied and collected for the purpose of making such Rent Payments shall be deposited into the Rent Payment Fund, prior to the Rent Payment Date in the amount to be paid pursuant to Exhibit "B" of the Lease. Any amount held in the Rent Payment Fund on any date when a Rent Payment is required to be made shall be credited towards the Rent Payment then due and payable; and no Rent Payment need be made by Lessee into the Rent Payment Fund if the amounts then held in the Rent Payment Fund are at least equal to the Rent Payment then required to be paid.

Section 7. There shall be levied on all taxable property in the District, at the time and in the manner provided by law, in addition to all other taxes, direct annual ad valorem taxes sufficient to pay the payments on the Lease and Notes promptly as the same shall become due. This Resolution is hereby declared to be the certificate to the Board of County Commissioners of Colfax County, as to the amount of taxes necessary to be levied for the purposes herein stated and such taxes shall be certified, levied and extended upon the tax rolls and collected in the same manner, at the same time and subject to the same penalties as general state and county taxes are certified, levied and collected. Such taxes, when collected, shall be kept by the District in the District's Rent Payment Fund to be used solely for the purpose of paying the payments on the Lease and Notes as the same become due. If the taxes herein provided for shall not be levied or collected in time to pay the payments of the Lease as the same become due, then such payments shall be paid from any funds belonging to the District, which funds may be reimbursed from the taxes herein provided for when the same are collected.

Section 8. The President, Secretary, Superintendent and other officers of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, approving the Preliminary Official Statement and Official Statement used in

marketing the Notes, the execution and delivery of the Lease, the Notes, and such certificates as may be required by the Lessor, the Underwriters or bond counsel relating to, among other things, the signing of the Lease, the issuance of the Notes, the tenure and identity of District officials, the receipt of the purchase price of the Lease from the Lessor and the absence of litigation, pending or threatened, if in accordance with the facts, affecting the validity thereof, and the absence and existence of factors affecting the exclusion of interest on the Lease and Notes from gross income for federal income tax purposes.

Section 9: A. The District covenants that it will restrict the use of the Property in such manner and to such extent, if any, as may be necessary so that the Lease and Notes will not constitute a violation under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The President, Secretary, Superintendent and any other officer of the District having responsibility for the execution of the Lease and issuance of the Notes shall give an appropriate certificate of the District, for inclusion in the transcript of proceedings for the Lease and Notes, setting forth the reasonable expectations of the District regarding the facts and circumstances relevant to the tax treatment of interest on the Lease and Notes.

B. The District covenants that it (a) will take or cause to be taken such actions which may be required of it for the interest on the Lease and Notes to be and remain excluded from gross income for federal income tax purposes, and (b) will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) use the Property only for an approved governmental purpose of the borrowing, (ii) restrict the yield, as required, on investment property acquired with those proceeds, (iii) make timely rebate payments, if required, to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of interest under the Code. The President, Secretary, Superintendent and other appropriate officers are hereby authorized and directed to take any and all actions, make calculations and rebate payments, and make or give reports and certifications, as may be appropriate to assure such exclusion of that interest.

Section 10. Moneys in any fund not immediately needed may be invested as provided by state law and applicable federal statutes and regulations, provided that the Board and the District hereby covenant to the Lessor and the owners of the Notes from time to time that the District will make no use of the Property of the Lease or any funds reasonably expected to be used to pay the payments on the Lease which will cause the Lease or the Notes to be a violation within the meaning of Section 148 of the Code, as amended, or which would adversely affect the tax status of interest on the Lease and Notes under the Code.

Section 11. After the Lease has been executed, this Resolution shall constitute a contract between the Board, the Lessor, and the owner or owners of the Notes and shall be and remain irrevocable and unalterable until the Lease and Notes and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.



Section 12. The Rent Payments on the Lease and payments on the Notes shall be payable to the Purchaser or assignee as shown on the registration books kept by BOKF, NA, as "Paying Agent/Registrar" (such entity and any successor thereto, the "Paying Agent/Registrar") for the Lease and Notes, upon maturity and upon presentation and surrender thereof at the principal offices of the Paying Agent/Registrar upon the final maturity of the Notes. Payment of interest on the Notes shall be made by check or draft mailed by the Paying Agent/Registrar (or by such other arrangement as may be mutually agreed to by the Paying Agent/Registrar and Lessor), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the Lessor thereof on the Record Date (defined below) at the address as it appears on the registration books kept by the Paying Agent/Registrar. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any interest payment date shall mean the 15<sup>th</sup> day of the month (whether or not a business day) preceding the interest payment date. The Lessor or assignee as same appears on the registration books on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest on the Notes which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name the Notes are registered at the close of business on a special record date (the "Special Record Date") fixed by the Paying Agent/Registrar for the payment of any such overdue interest. The Special Record Date shall be fixed by the Paying Agent/Registrar whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first class mail, to the Lessor as of the fifth day preceding the mailing of such notice by the Paying Agent/Registrar, stating the Special Record Date and the date fixed for the payment of overdue interest. The principal of the Notes shall be payable to the Underwriters or assignee as shown on the registration books kept by the Paying Agent/Registrar for the Notes, upon maturity and upon presentation and surrender thereof at the principal offices of the Paying Agent/Registrar upon the final maturity of the Notes. Payment of principal of the Notes shall be made by check or draft mailed by the Paying Agent/Registrar (or by such other arrangement as may be mutually agreed to by the Paying Agent/Registrar and Underwriters or assignee).

Section 13. Notwithstanding any other provision herein, the Notes may be issued or registered, in whole or in part, in book-entry form from time to time with no physical distribution of note certificates with The Depository Trust Company of New York, New York ("Depository") acting as securities depository for the Notes. A single certificate for each maturity date of the Notes issued in book-entry form will be delivered to the Depository and immobilized in its custody. The book-entry system will evidence ownership of the Notes in authorized denominations, with transfer of ownership effected on the books of the Depository and its participants ("Participants"). As a condition to delivery of the Notes in book-entry form, the Underwriters or assignee will, immediately after acceptance of delivery thereof, deposit, or cause to be deposited, the Note certificates with the Depository, registered in the name of the Depository or its nominee. Principal and interest will be paid to the Depository or its nominee as the registered owner of the Notes. The transfer of

principal and interest payments to Participants will be the responsibility of the Depository; the transfer of principal and interest payments to the beneficial owners of the Notes (the "Beneficial Owners") will be the responsibility of Participants and other nominees of Beneficial Owners maintaining a relationship with Participants (the "Indirect Participants"). The District will not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Depository, Participants or Indirect Participants.

If (i) the Notes are not eligible for the services of the Depository, (ii) the Depository determines to discontinue providing its services with respect to the Notes or (iii) the District determines that a continuation of the system of book-entry transfers through the Depository ceases to be beneficial to the District or the Beneficial Owners, the District will either identify another similar depository to perform such functions or the Notes will be delivered to the Beneficial Owners or their nominees, and the Beneficial Owners or their nominees, upon authentication of Notes and registration of those Notes in the Beneficial Owners' or nominees' names, will become the owners of the Notes for all purposes. In that event, the District shall mail an appropriate notice to the Depository for notification to Participants, Indirect Participants and Beneficial Owners of the substitute Depository or the issuance of notes to Beneficial Owners or their nominees, as applicable.

Officers of the District are authorized to sign agreements with or letters to the Depository relating to the matters set forth in this Section. Notwithstanding any other provision herein, so long as all of the Notes are registered in the name of the Depository or its nominee, all payments of principal and interest on the Notes, and all notices with respect to the Notes, shall be made and given by the Paying Agent/Registrar or the District to the Depository as provided in this Resolution and by the Depository to its Participants or Indirect Participants and notices to the Beneficial Owners of the Notes in the manner provided in an agreement or letter of the District to the Depository.

Section 14. The Rent Payments relating to the Lease and Notes may not be prepaid.

Section 15. In order to assist the Underwriters or assignee in complying with Securities and Exchange Commission Rule 15c2-12, at the time of delivery of the Notes, the District will undertake, pursuant to a written Continuing Disclosure Undertaking, to provide annual financial information and notices of certain events.

Section 16. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 17. The following notice shall be published one time in a newspaper having general circulation in the District as soon as is practicable following the adoption hereof.

(Form of Notice)

LEGAL NOTICE

NOTICE IS HEREBY GIVEN that the Board of Education of Cimarron Municipal School District No. 3, Colfax County, New Mexico, did on the 16<sup>th</sup> day of June, 2021, adopt a resolution entitled:

CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3  
COLFAX COUNTY, NEW MEXICO  
RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE OF THE CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3, COLFAX COUNTY, NEW MEXICO, GENERAL OBLIGATION EDUCATION TECHNOLOGY LEASE PURCHASE ARRANGEMENT AND NOTES, SERIES 2021, IN THE PRINCIPAL AMOUNT OF \$1,300,000, PAYABLE FROM RENT PAYMENTS UNDER A LEASE SECURED BY AD VALOREM TAXES LEVIED ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, LEVIED WITHOUT LIMIT AS TO RATE OR AMOUNT; PROVIDING FOR THE FORM, TERMS AND CONDITIONS OF THE LEASE PURCHASE ARRANGEMENT, THE MANNER OF ITS EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; PROVIDING FOR EXECUTION OF THE LEASE PURCHASE ARRANGEMENT, AND NOTE PURCHASE AGREEMENT, THE CONTINUING DISCLOSURE UNDERTAKING, AND USE AND DELIVERY OF THE PRELIMINARY OFFICIAL STATEMENT AND OFFICIAL STATEMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE LEASE PURCHASE ARRANGEMENT AND NOTES.

The Resolution authorizes the form of Lease Purchase Arrangement and Notes, directs and authorizes the execution of the Cimarron Municipal School District No. 3, Colfax County, New Mexico General Obligation Education Technology Lease Purchase Arrangement and Notes, Series 2021, in the aggregate principal amount of \$1,300,000 and Continuing Disclosure Undertaking; provides for the amount of rent payments; provides for levy of taxes to pay the payments on the Lease and Notes; makes certain covenants with the Lessor; and provides other details concerning the Lease. Complete copies of the Resolution are available for public inspection during normal and regular business hours at the offices of the Superintendent at Cimarron Municipal School District No. 3, 125 N. Collison Ave., Cimarron, NM 87714. This notice constitutes compliance with Section 6-15A-9 NMSA 1978.

(End of Form of Notice)

Section 18. All actions heretofore taken by the Board and the officers and employees of the District directed toward approving and entering into the Lease and the Notes to purchase Property for the purpose stated above be, and the same hereby are, ratified, approved and confirmed. All acts and resolutions in conflict with this Resolution are hereby rescinded, annulled and repealed. This repealer shall not be construed as reviving any act or resolution, or part thereof, heretofore repealed. The Board hereby ratifies and approves the publication of notice of the special meeting at which this Resolution was adopted.

Section 19. This Resolution shall take effect immediately upon its adoption.

The motion to adopt the resolution was made by \_\_\_\_\_ and seconded by \_\_\_\_\_, and upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Those Voting Nay: \_\_\_\_\_  
\_\_\_\_\_

Those Absent: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ (\_\_\_\_\_) members of the Board having voted in favor of the motion, the President declared the motion carried and the resolution adopted, whereupon the President and Secretary signed the resolution. The Secretary was directed to enter the foregoing proceedings and resolution upon the records of the minutes of the Board.

[Signature page follows]

PASSED, ADOPTED AND APPROVED this 16th day of June, 2021.

BOARD OF EDUCATION CIMARRON  
MUNICIPAL SCHOOL DISTRICT NO. 3

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President

Attest:

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Secretary

Y:\dox\client\86386\0009\GENERAL\W4085273.DOCX

**Exhibit "A"**  
**Form of Lease Purchase Arrangement and Notes**

GENERAL OBLIGATION  
LEASE PURCHASE ARRANGEMENT  
AND NOTES

dated as of August 6, 2021

by and between

NEW MEXICO FINANCE AUTHORITY, as Lessor

And

The Board of Education of the  
Cimarron Municipal School District No. 3, as Lessee



## LEASE PURCHASE ARRANGEMENT

THIS LEASE PURCHASE ARRANGEMENT, dated as of August 6, 2021 (“Lease”), by and between New Mexico Finance Authority, as lessor (such lessor, together with any successor by merger, acquisition or otherwise, “Lessor”), and the Board of Education (the “Board”) as the governing body of the Cimarron Municipal School District No. 3, (the “District”) a school district created pursuant to the laws of the State of New Mexico, as lessee (“Lessee”);

WITNESETH:

WHEREAS, Lessee, which is a local school district as defined in NMSA 1978, Section 6-15A-3(G), as amended, wishes to facilitate the acquisition and purchase of certain Education Technology (as defined herein) to be used by Lessee, and Lessee is authorized pursuant to the laws of the State of New Mexico, particularly the Education Technology Equipment Act, NMSA 1978, Sections 6-15A-1 to 6-15A-17, as amended (the “Act”), to execute, perform, and make payments under contracts for such purposes and for the financing of “education technology equipment,” as defined in the Act at NMSA 1978, Section 6-15A-3(C); and

WHEREAS, the Board has determined that in order to accomplish its purposes, it is necessary and desirable to acquire the Education Technology pursuant to this Lease; and

WHEREAS, Lessor, from proceeds of the sale of the Notes, will cause to be provided funds for the acquisition, delivery, and purchase of the Education Technology to be leased pursuant to this Lease; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained, and for other good and valuable consideration, Lessor and Lessee agree as follows:

### ARTICLE I: DEFINITIONS

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

“Acquisition Costs” means, with respect to any item of Education Technology, the contract price paid or to be paid therefor upon acquisition or purchase thereof in accordance with a purchase order or contract therefor. Acquisition Costs also include the administrative, engineering, legal, financial, and other costs incurred by Lessee in connection with the acquisition, purchase, or financing of Education Technology to the extent permitted by the Act.

“Act” means the Education Technology Equipment Act, NMSA 1978, Sections 6-15A-1 to 6-15A-17, as amended.

“Bond Counsel” means an attorney duly admitted to the practice of law before the highest court of the State in which he/she maintains an office and who is not an employee of Lessor or Lessee.

“Capital Projects Escrow Account” means the account holding the Proceeds in the name of the Lessee established pursuant to the Capital Projects Escrow Agreement for Proceeds of Lease and Delivery of the Cimarron Municipal School District No. 3 Education Technology General Obligation Lease Purchase Arrangement by and among the Lessee, the Lessor and the Capital Projects Escrow Agent and held by the Capital Projects Escrow Agent for disbursement to the Lessee for payment of the costs of the Education Technology.

“Capital Projects Escrow Agent” means BOKF, NA with the address of 100 Sun Avenue, NE, Suite 500, Albuquerque, New Mexico 87109.

“Capital Projects Escrow Agreement” means the agreement among the Lessee, Lessor, and Capital Projects Escrow Agent for the deposit and disbursement of the proceeds of the Lease Purchase Arrangement and Note.

“Certificate of Acceptance” means a written acknowledgment of Lessee Representative to Lessor stating that all of the Education Technology described in such acknowledgment has been provided in conformity with the specifications of the lessee, in substantially the form of Exhibit C hereto.

“Certificate of Completion” means a written acknowledgement of Lessee Representative to Lessor stating that the Property has been acquired, delivered, installed and accepted by the Lessee, and all costs have been paid, in substantially the form of Exhibit D hereto.

“Closing Date” means the date on which this Lease is duly executed and delivered by the parties hereof.

“Education Technology” means, as stated in NMSA 1978 § 6-15A-3(C), tools used in the educational process that constitute learning and administrative resources and may include:

(1) closed-circuit television systems; educational television and radio broadcasting; cable television, satellite, copper and fiber-optic transmission; computer, network connection devices; digital communications equipment (voice, video and data); servers; switches; portable media such as discs and drives to contain data for electronic storage and playback; and purchase or lease of software licenses or other technologies and services, maintenance, equipment and computer infrastructure information, techniques and tools used to implement technology in schools and related facilities; and

(2) improvements, alterations and modifications to, or expansions of, existing buildings, including teacher housing, or personal property necessary or advisable to house

or otherwise accommodate any of the tools listed in Paragraph (1) of this subsection.

(3) expenditures for technical support and training expenses of school district employees who administer education technology projects funded by a lease-purchase arrangement and may include training by contractors.

“Fiscal Year” means the period beginning on July 1 in any year and ending on June 30 in the next year.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA, as successor trustee (“Trustee”), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Lease” means this Lease Purchase Arrangement.

“Lessee” means the District, a local school district organized and existing under the laws of the State of New Mexico.

“Lessee Representative” means the Superintendent of the District, Finance Director of the District, or any other person authorized by the Lessee to act on behalf of Lessee under or with respect to this Lease.

“Lessor” means the New Mexico Finance Authority, and any successor thereto by merger, acquisition, assignment, or otherwise.

“Lessor's Representative” means the Chief Executive Officer of Lessor or other person authorized by Lessor to act on behalf of Lessor under or with respect to this Lease.

“Maximum Rate” means a net effective interest rate (as defined in and calculated in accordance with the provisions of NMSA 1978, Sections 6-14-1 through 6-14-3, as amended) of ten percent (10%).

“Note” means, collectively, the Taxable Notes and the Tax-Exempt Notes in the forms attached hereto as Exhibit D evidencing the right to receive Rent Payments with components of principal and interest.

“Permitted Investments” means any investment allowed under the laws of the State for school districts.

“Person” means an individual, joint stock company, trust, unincorporated association, joint venture, corporation, business or owner trust, partnership, or other organization or entity (whether governmental or private).

“Education Technology” means education technology equipment as defined in NMSA 1978 § 6-15A-3(C).

“Rent Payment” means the payment or payments including the principal and interest component, due from Lessee to Lessor in accordance with Section 4.4 hereof.

“Rent Payment Date” means the dates on which Rent Payments are due under this Lease as provided in Section 4.4.

“Rent Payment Fund” means the fund or funds by that name established by Lessee pursuant to Section 4.4(c) of this Lease.

“Special Counsel” means nationally recognized bond counsel experienced in matters of municipal law satisfactory to the Lessor and listed in the list of municipal bond attorneys, as published semi-annually by The Bond Buyer’s Municipal Marketplace, or any successor publication and who is not an employee of Lessor or Lessee.

“State” means the State of New Mexico.

“Taxable Component or Taxable Notes” means notes in the amount of \$544,200.

“Tax-Exempt Component or Tax-Exempt Notes” means notes in the amount of \$755,800.

“Term” or “Term of this Lease” means the time during which this Lease is in effect, as provided in Section 4.2 hereof.

## ARTICLE II: REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants, and warrants to Lessor as follows:

(a) Lessee has full power and authority to execute, deliver, and perform under this Lease; all required procedures with respect to Lessee's execution, delivery, and performance of this Lease have been (or will be) complied with properly and in a timely manner; the execution, delivery, and performance of this Lease by Lessee have been duly authorized by Lessee and are not in contravention of any applicable laws or the terms of any other agreement to which Lessee is a party; this Lease evidences a valid and binding obligation of Lessee enforceable in accordance with its terms.

(b) There are no pending or threatened actions, suits, proceedings, or investigations contesting the authority for execution, delivery, or performance of, or expenditure of funds pursuant to this Lease.

(c) Information supplied and statements made or to be made by Lessee in any financial statement or current budget prior to or contemporaneously with this Lease

are now, and will be true and correct on the Closing Date, and do not and will not omit to state any material facts required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

(d) Lessee has immediate need for, and expects to make immediate use of, substantially all of the Education Technology being leased under this Lease, which need, at the time of approval of this Lease, is not temporary or expected to diminish in the foreseeable future.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants, and warrants to Lessee as follows:

(a) Organization and Good Standing. Lessor is an instrumentality of the State of New Mexico by virtue of the laws of the State and is in good standing; has power to enter into this Lease; has full power to own, hold, finance and furnish Education Technology in accordance herewith and to lease and sell the same; and has duly authorized the execution and delivery of this Lease.

(b) No Conflicts. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of Lessor or upon the Education Technology, except as provided under the terms hereof.

(c) Valid and Binding Obligation. This Lease, when executed and delivered by Lessor and assuming the valid execution and delivery hereof by Lessee, will constitute a legal, valid, and binding obligation of Lessor enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally and general equitable principles.

(d) Tax-Exempt or Taxable Reimbursement of Funds to Acquire Property. The Lessor intends to reimburse the public project revolving fund (as defined in the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 to -31, as amended) for the amounts of the funds hereunder used to acquire the Property from the proceeds of bonds which the Lessor expects to issue within eighteen (18) months of the Closing Date.

### ARTICLE III: DEPOSIT OF MONEYS; ACQUISITION OF EDUCATION TECHNOLOGY

Section 3.1. Deposit of Moneys. On the Closing Date, Lessor shall cause an amount equal to \_\_\_\_\_ and No/100 dollars (\$\_\_\_\_\_)

to be deposited into the Capital Projects Escrow Account–Taxable, and an amount equal to \_\_\_\_\_ and No/100 dollars (\$\_\_\_\_\_) to be deposited into the Capital Projects Escrow Account–Tax-Exempt. The Capital Projects Escrow Account shall be established and maintained by the Capital Projects Escrow Agent. The funds in the Capital Projects Escrow Account shall be used by the Lessee to acquire the Education Technology set forth in Exhibit A, as provided in Article III hereof, and to pay the financial and legal costs of the Lessee associated with this Lease. Any earnings of the Capital Projects Escrow Account shall be held and administered in the account and utilized in the same manner as the other monies on deposit therein for the benefit of the Lessee.

Section 3.2. Acquisition of Education Technology. Except as otherwise provided in this Section, Lessor agrees to the acquisition of the Education Technology set forth in Exhibit A. Lessor hereby authorizes Lessee to enter into one or more contracts or purchase orders providing for the acquisition, purchase, use and support of the Education Technology. Lessee agrees that upon acquisition of any item of Education Technology, it will take possession of and use that item of Education Technology under the terms and provisions of this Lease.

Lessee shall acquire such Education Technology under this Lease within a reasonable period of time. Lessee and Lessor may agree to substitute other education technology equipment qualifying for financing pursuant to the Act for any item of Education Technology, provided (i) any substituted property acquired with amounts in the Capital Projects Escrow Account shall meet the requirements and covenants for the Education Technology set forth in this Lease, and (ii) Lessee shall notify Lessor of such substitution and after all property (and property substituted for the Education Technology) is acquired, Lessee shall provide an inventory of the Education Technology actually acquired under this Lease to Lessor.

Notwithstanding the foregoing, there shall be no offset or reduction for any reason of the Rent Payments required to be made by Lessee which are described herein.

Upon completion of the acquisition, delivery and installation of the Education Technology, a Lessee Representative shall deliver a certificate to the Lessor substantially in the form of Exhibit E attached hereto stating that, to the best of his or her knowledge, the Education Technology has been acquired, delivered, installed and accepted by the Lessee, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 3.3. Payment of Education Technology Acquisition Costs. As provided in Section 3.1, payment of the cost of acquiring Education Technology shall be made from the moneys deposited by the Lessor in the Capital Projects Escrow Account will be made available to the Lessee as set forth in the Capital Projects Escrow Agreement and requisitioned by the Lessee by submittal of requisitions to the Lessor in the form attached hereto as Exhibits F-1, F-2 and F-3.

Section 3.4. Unexpended Proceeds in Capital Projects Escrow Account. On the earlier of (a) three years from the Closing Date or (b) the filing with Lessor of the final inventory of Education Technology as contemplated in the second paragraph of Section 3.2, Lessee shall cause to be transferred to the Rent Payment Fund all excess moneys remaining in the Capital Projects Escrow Account maintained by Lessee (other than any moneys, if any, retained therein to pay Acquisition Costs not then due and payable) to be applied to pay any portion of Rent Payments thereafter coming due.

ARTICLE IV: AGREEMENT TO LEASE; TERMINATION  
OF THIS LEASE; RENT PAYMENTS; TITLE TO EDUCATION TECHNOLOGY

Section 4.1. Lease. Lessor hereby leases to Lessee the Education Technology, and Lessee hereby leases the Education Technology from Lessor, upon the terms and conditions set forth herein.

Section 4.2. Term of Lease. The Term of this Lease and of the right to use the Education Technology described therein shall commence on the Closing Date and shall continue until all payments under this Lease to finance such Education Technology have been paid in accordance with Exhibit B hereto and are no longer outstanding.

Section 4.3. Possession. It is contemplated that Lessee will take possession and make use of each item of the Education Technology in accordance with the terms of the acquisition contracts and purchase orders described in Section 3.2 hereof. Notwithstanding the failure of Lessee to take possession and make use of any item of Education Technology, however, each Rent Payment hereunder shall be due on the date set out in this Lease.

Section 4.4. Notes, Registrar/Paying Agent, Rent Payments, Pledge.

(a) Note. The right to receive Rent Payments shall be evidenced by the Note in the form attached hereto as Exhibit D. The Lessor or owner of the Note or its assignee may assign the right to receive all or a part of the Rent Payments to any Person.

(b) Paying Agent/Registrar. The principal of and interest components of the Rent Payments shall be payable in accordance with Exhibit B to the owners of the Note as shown on the registration books kept by BOKF, NA, as paying agent/registrar (such entity and any successor thereto, the "Paying Agent/Registrar" for the Lease and Notes, upon maturity and upon presentation and surrender thereof at the principal offices of the Paying Agent/Registrar. Payment of interest on the Lease and Note (other than at maturity) shall be made by check or draft mailed by the Paying Agent/Registrar (or by such other arrangement as may be mutually agreed to by the Paying Agent/Registrar and the owner of any Note), on or before each interest payment date (or, if such interest payment date is not a business day, on or before the next succeeding business day), to the owner of the Note on the Record Date (defined below) at the address as it appears on the registration books kept by the Paying Agent/Registrar. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with

respect to any interest payment date shall mean the 15th day of the month (whether or not a business day) preceding the interest payment date. The owner of the Note as shown on the registration books on any Record Date with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such interest payment date; but interest which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name the Note is registered at the close of business on a special record date (the "Special Record Date") fixed by the Paying Agent/Registrar for the payment of any such overdue interest. The Special Record Date shall be fixed by the Paying Agent/Registrar whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first class mail, to the owner of the Note as of the fifth day preceding the mailing of such notice by the Paying Agent/Registrar, stating the Special Record Date and the date fixed for the payment of overdue interest.

(c) **Obligation to Pay.** Lessee agrees to pay Lessor, its successors, and assigns, for the right of use and support, of the Education Technology, the sum obtained by adding the Rent Payments (denominated into components of principal and interest) in the amounts specified in Exhibit B hereto on each Rent Payment Date as reflected in such exhibit. Any amount held in the Rent Payment Fund on any date when a Rent Payment is required to be made shall be credited towards the Rent Payment then due and payable; and no Rent Payment need be made by Lessee into the Rent Payment Fund if the amounts then held in the Rent Payment Fund are at least equal to the Rent Payment then required to be paid. Lessee hereby covenants to establish and maintain with respect to the Lease, a special fund to be denoted the "Rent Payment Fund", at the Registrar/Paying Agent, solely for the benefit of this Lease. The Rent Payment Fund shall be kept separate and apart from all other funds and accounts of Lessee and held in trust for the benefit of owner of the Note, and shall be used only for paying Rent Payments. All ad valorem taxes levied and collected for the purpose of making such Rent Payments shall be deposited into the Rent Payment Fund, prior to the Rent Payment Date in the amount to be paid to the Lessor pursuant to Exhibit B of the Lease. The obligation of Lessee to make Rent Payments and Rebate Payments is absolute and unconditional and is not subject to abatement or set-off.

(d) **Tax Pledge.** There shall annually be assessed, levied, and collected upon all taxable property in District, in addition to all other taxes, a tax which will be sufficient to raise and produce the money required to pay the interest component of the Rent Payments as such interest component comes due and to provide and maintain a fund adequate to pay the principal component of the Rent Payments as such principal component matures, pursuant to Section 6-15A-6, as amended, as the same becomes due and payable, without limit as to rate or amount. The Board shall establish adequate budgetary provisions, approved by the New Mexico Public Education Department, to promptly pay all Rent Payments as they become due. This Section is hereby declared to be the certificate to the County Commissioners of the County of Colfax, New Mexico as to the amount of taxes necessary to be levied for the purposes herein stated. Said tax shall annually be assessed, levied and collected at the same time and in the same manner as other taxes are assessed



and collected, but nothing herein contained shall be construed as to prevent Lessee thereof from applying any other funds available for that purpose to the payment of said Rent Payments as the same respectively mature and become due, and upon such payments, the levies herein provided for, may thereupon, to that extent, be diminished. The sums produced by the levies above provided to meet the Rent Payments when due are hereby applied for that purpose, and the amount for each year will be included in the annual budget and the appropriation bills to be adopted and passed by the Board of Education in each year, respectively. The Board does hereby levy and order to be levied, taxes sufficient to pay the Rent Payments. It shall be the duty of the Board annually at the time and in the manner provided by law for levying other taxes, if such action shall be necessary, to effectuate the provisions hereof with reference to the levy and collection of taxes; and the Board shall levy, extend, and collect such taxes in the manner provided by law for the purpose of funding the Rent Payment Fund for the payment of the Rent Payments. Such taxes, when collected, shall be kept for and applied only to the payment of the Rent Payments as hereinbefore specified. Said ad valorem taxes, sufficient to provide for the payment of the interest component and principal component of the Rent Payments as such interest component comes due and such principal component matures, are hereby pledged for such payment.

Section 4.5. Fair Rental Value. The Rent Payments for each rent payment period during the Term of this Lease shall constitute the total amount due for such rent payment period and shall be paid by Lessee in each rent payment period for and in consideration of the right of the use of the Education Technology during each such period for which such rental is to be paid. The parties hereto have agreed and determined that the total of Rent Payments represents the fair value of the Education Technology.

Section 4.6 Quiet Enjoyment. During the Term of this Lease, Lessor shall provide Lessee with quiet use and enjoyment of the Education Technology, and during such term Lessee shall peaceably and quietly have and hold and enjoy the Education Technology, without suit, trouble or hindrance from Lessor, except as expressly set forth herein. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so. Notwithstanding the foregoing, Lessor shall have the right to inspect the Education Technology as provided in Section 6.3 hereof.

Section 4.7. Title to the Education Technology. During the Term of this Lease, Lessee shall hold title to the Education Technology described herein and any and all additions which comprise repairs, replacements, or modifications. In the event of default as set forth in Section 8.1, remedies of Lessor shall be restricted as described in Section 8.2 hereof.

If Lessee pays all Rent Payments during the Term hereof as the same come due and payable, all right and interest of Lessor in and to all of the Education Technology described in Exhibit A hereto shall be transferred to and vest in Lessee upon payment by Lessee of One Dollar (\$1.00) without the necessity of any additional document of transfer.

Section 4.8. Equitable Lien. Lessee hereby grants Lessor an equitable lien on the ad valorem taxes pledged to pay the Rent Payments as set forth in Section 4.4(d) hereof.

Section 4.9. Security Interest. Lessee grants a security interest to Lessor in the Education Technology.

#### ARTICLE V: MAINTENANCE, TAXES, TAX COVENANTS AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments. Throughout the Term of this Lease, as part of the consideration for this Lease, all improvements, repair, and maintenance of the Education Technology shall be the responsibility of Lessee, and Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Education Technology resulting from ordinary wear and tear or want of care on the part of Lessee or any sublessee thereof. In exchange for the Rent Payments herein provided, and subject to Lessor's equitable lien as hereinbefore set forth, Lessor agrees to, and does hereby grant Lessee the right to use the Education Technology as hereinbefore and hereafter or specifically set forth.

Lessee shall use the Education Technology only for its proper purposes and will not install, use, operate or maintain the Education Technology improperly, carelessly or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Education Technology or the use contemplated by its manufacturer. The Education Technology shall be used solely in the conduct of Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits, and licenses, if any, required by law for the installation and operation of the Education Technology.

Lessee shall also pay or cause to be paid all taxes and assessments of any type or nature charged to Lessor or Lessee or levied, assessed or charged against any item of the Education Technology or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

Lessee may, at Lessee's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that nonpayment is affecting timely payment of the Rent Payments, or in the case that, in the opinion of Special Counsel, by nonpayment of any such items, the interest of Lessor in the Education Technology will be materially endangered or the Education Technology or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 5.2. **Modification of the Education Technology.** Lessee, at its own expense, shall have the right to make additions, modifications and improvements to any item of the Education Technology. All such additions, modifications and improvements shall thereafter comprise part of the Education Technology and be subject to the provisions of this Lease. Such additions, modifications, and improvements shall not in any way damage the Education Technology or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Education Technology, upon completion of any additions, modifications, and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Education Technology immediately prior to the making of such additions, modifications and improvements. Lessee shall not alter, remove, destroy, or permanently cover any manufacturer's nameplate, serial number or other similar distinguishing number or mark on the Education Technology. Lessee will not permit any mechanic's or other lien to be established or remain against the Education Technology for labor or materials furnished in connection with any additions, modifications, improvements, repairs, renewals, or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify or cause to be notified Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Education Technology, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide Lessor with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to Lessor. Upon the request of and at the expense of Lessee, Lessor will cooperate fully in any such contest.

The Education Technology is and shall at all times be and remain personal property and will not be affixed to or be a part of the real property upon which it may be situated. If requested by Lessor, Lessee, at Lessee's expense, will furnish a landlord or mortgage waiver with respect to the Education Technology.

Section 5.3. **Liens.** Lessee shall not, directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Education Technology, other than the respective rights of Lessor and Lessee as herein provided. Except as expressly provided in this Article V, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, encumbrance or claim, for which it is responsible, if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, or encumbrance of claim.

Section 5.4. **Tax Covenants with Respect to Tax-Exempt Portion of the Lease and Tax-Exempt Notes.** Lessee covenants to take any action necessary to assure, or to refrain from any action which would adversely affect, the treatment of each interest component of each Rent Payment ("Interest Component") to be made pursuant to this Lease as an obligation described in section 103 of the Internal Revenue Code of 1986 ("Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, Lessee covenants as follows

with respect to the Tax-Exempt Notes:

(a) to take any action necessary to assure that no more than ten percent (10%) of the proceeds of the Lease or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141 (b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by Lessee, with respect to such private business use, do not, under the terms of this Lease or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the Rent Payments due under this Lease, in contravention of section 141(b)(2) of the Code;

(b) to take any action necessary to assure that in the event that the “private business use” described in subsection (a) hereof exceeds five percent (5%) of the proceeds of the Lease or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action necessary to assure that no amount which is greater than the lesser of \$5,000,000, or five percent (5%) of the proceeds of the Lease (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Lease being treated as a “private activity bond” within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Lease being “federally guaranteed” within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Lease, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code), which produces a materially higher yield over the term of the Lease, other than investment property acquired with:

(i) proceeds of this Lease invested for a reasonable temporary period of 3 years or less or, in the case of a refunding obligation, for a period of 30 days or less until such proceeds are needed for the purpose for which the obligation is issued,

(ii) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(iii) amounts deposited in any reasonably required reserve or

replacement fund to the extent such amounts do not exceed ten percent (10%) of the proceeds of this Lease;

(g) to otherwise restrict the use of the proceeds of this Lease or amounts treated as proceeds of this Lease, as may be necessary, so that the Lease does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(h) to deposit in the Rebate Fund for the benefit of the United States of America at least once during each five-year period (beginning on the date of delivery of this Lease), and no later than the fifth anniversary of such date of delivery, an amount that is at least equal to ninety percent (90%) of the “Excess Earnings,” within the meaning of section 148(f) of the Code, and Lessee shall pay to the United States of America, not later than 60 days after this Lease has been paid in full, one hundred percent (100%) of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(i) to maintain such records as will enable Lessor and Lessee to fulfill their respective responsibilities under this section and section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on this Lease.

In order to facilitate compliance with the above subsections (h) and (i), a “Rebate Fund” shall be established by Lessee for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation Lessor. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

Lessor and Lessee understand that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of a refunding, transferred proceeds (if any) and proceeds of the refunded notes expended prior to the Closing Date of this Lease. It is the understanding of Lessor and Lessee that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to this Lease, Lessor and Lessee will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of Special Counsel, will not adversely affect the exemption from federal income taxation of the interest component of the Rent Payments under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements that are applicable to the Lease, Lessor and Lessee agree to comply with the additional requirements to the extent necessary, in the opinion of Special Counsel, to preserve the exemption from federal income taxation of the Interest Component of the Rent Payments under section 103 of the Code. In furtherance of such intention, Lessor and Lessee hereby authorize and direct Lessor’s Representative and Lessee’s Representative, respectively, to execute any documents, notes or reports required by the Code and to make such elections,

on behalf of Lessor and Lessee, which may be permitted by the Code, as are consistent with the purpose for the execution and delivery of the Lease.

Section 5.5. Damage to or Destruction of Education Technology. Upon the passage of risk of loss under the Uniform Commercial Code, Lessee shall bear the entire risk of loss, damage, theft or destruction of such Education Technology from any and every cause whatsoever. No loss, damage, destruction, or other event shall release Lessee from the obligation to pay the full amount of Rent Payments or from any other obligation hereunder.

Section 5.6. Allocation of, and Limitation on, Expenditures for the Property. Lessee covenants to account for the expenditure of Lease proceeds and investment earnings to be used for the Property on their books and records by allocating proceeds to expenditures within 18 months of the later of the date that (a) the expenditure is made, or (b) the Property is acquired. The foregoing notwithstanding, Lessee shall not expend lease proceeds or investment earnings thereon more than 60 days after the earlier of (a) the third anniversary of the Closing Date of this Lease, or (b) the date this Lease is retired, unless Lessee obtains an opinion of Special Counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of this Lease or the Interest Component of any Rental Payment on the Tax-Exempt Notes. For purposes hereof, Lessee shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the Interest Component of any Rental Payment on the Tax-Exempt Notes.

Section 5.7. Disposition of Property. Lessee covenants that the Property will not be sold or otherwise disposed in a transaction resulting in the receipt by Lessee of cash or other compensation, unless Lessee obtains an opinion of Special Counsel that such sale or other disposition will not adversely affect the status, for federal income tax purposes, of the Interest Component of any Rental Payment on the Tax-Exempt Notes. For purposes of the foregoing, the portion of the Property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, Lessee shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the Interest Component of any Rental Payment on the Tax-Exempt Notes.

## ARTICLE VI: DISCLAIMER OF WARRANTIES; ACCESS

Section 6.1. Warranties. Lessee acknowledges and agrees that the Education Technology is of the size, design and capacity selected by Lessee based upon its own judgment. LESSOR HAS MADE AND MAKES NO WARRANTY, REPRESENTATION, OR COVENANT, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EDUCATION TECHNOLOGY OR ANY ITEM THEREOF, OR ANY OTHER

REPRESENTATION OR WARRANTY WITH RESPECT TO THE EDUCATION TECHNOLOGY OR ANY ITEM THEREOF ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION OR THE CONFORMITY OF THE EDUCATION TECHNOLOGY TO SPECIFICATIONS OR PURCHASE ORDERS. IN NO EVENT SHALL LESSOR BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, IN CONNECTION WITH OR ARISING OUT OF THIS LEASE FOR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EDUCATION TECHNOLOGY.

Section 6.2. Lessee's Right to Enforce Warranties. Lessee shall have all rights with respect to the warranties of the manufacturers and any other persons with respect to the Education Technology and the right to enforce such warranties against the manufacturers and such other persons. Any recovery under a warranty shall be payable to Lessee.

Section 6.3. Access to the Education Technology. Lessee agrees that Lessor and any Lessor's Representative, and Lessor's successors or assigns, shall have the right at all times during regular business hours of Lessee and upon reasonable notice to Lessee to examine and inspect the Education Technology.

Section 6.4. Release and Indemnification. Subject to the limitations and exceptions in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to 41-4-27, as amended, and to the extent it is otherwise lawful, Lessee shall indemnify and save harmless Lessor and its agents, employees, officers, and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers, and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs, and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Lease or the selection, purchase, delivery, ownership, rental, possession, operation, condition, sale or return of the Education Technology; provided that Lessee shall not indemnify any person under this Section 6.4 for any liability arising from such person's own negligence or willful misconduct. All amounts which become due from Lessee under this provision shall be credited with any amounts received by Lessor from insurance provided by Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Lease.

## ARTICLE VII: ASSIGNMENT, SUBLEASING AND AMENDMENT

Section 7.1. Assignment and Subleasing by Lessee. This Lease may not be assigned or subleased by Lessee. Lessor may assign in whole or in part its rights, title and interest, under this Lease at any time subsequent to its execution without the necessity of obtaining the Lessee's consent.

Section 7.2. Amendment of Lease. This Lease may not be altered, modified or canceled without the consent of Lessor and Lessee. Notwithstanding anything herein to the contrary, without receiving the consent of any Person, Lessee may enter into personal

property finance contracts with persons other than Lessor and pledge an ad valorem tax, as contemplated by the Constitution of the State of New Mexico and NMSA 1978, Section 6-15A-6, as amended, to support its obligations with respect to acquiring “education technology equipment,” it being expressly agreed by Lessor and Lessee that this Lease does not constitute an exclusive method of financing or acquiring “education technology equipment” by Lessee.

## ARTICLE VIII: EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined. The following shall be events of default under this Lease and the terms “Events of Default” and “Default” shall mean, whenever they are used herein, any one or more of the following events whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(a) Lessee's failure to levy taxes in amounts sufficient to make any Rent Payment when due, to make such Rent Payment when due, or to provide the moneys levied for such purposes to Lessor in accordance with the terms hereof; or

(b) Lessee's failure to make any payment required hereunder, other than a Rent Payment, or its failure to comply with any other covenant, condition or agreement of Lessee hereunder for a period of thirty (30) days after notice thereof; or

(c) Any representation or warranty made by Lessee hereunder shall be found to be untrue in any material respect as of the date made; or

(d) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Lease or any interest herein, or of any part of the Education Technology or any interest therein; or

(e) Lessee becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for Lessee or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days of such appointment; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days of such institution.

Section 8.2. Remedies Upon Event of Default. Upon the happening and continuance of any event of default specified in Section 8.1, Lessor or its assigns may proceed to protect and enforce this Lease and enforce the pledge of Lessee's ad valorem taxes by such judicial proceedings as such Persons shall deem most effectual, either by suit in equity, mandamus or by action at law, whether for the specific performance of any



covenant or agreement contained herein, or in aid of the exercise of any power granted herein.

Section 8.3. No Waiver. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach thereunder. In order to entitle Lessor to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be required in this Article VIII or by law.

#### ARTICLE IX: NO PREPAYMENT OF RENT PAYMENTS AND EXERCISE OF PURCHASE OPTION AT END OF LEASE

Section 9.1. No Optional Prepayment. The Rent Payment relating to this Lease may not be prepaid.

Section 9.2. Exercise of Lessee's Option to Purchase Property at End of Lease. Pursuant to the Act, Lessor grants to Lessee the right to purchase the Property at end of the Term of this Lease for \$1. Lessee hereby exercised such option to purchase and Lessor hereby acknowledges receipt of \$1 from Lessee and other valuable consideration.

#### ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered, or certified form with postage fully prepaid or by overnight carrier:

If to Lessee: Cimarron Municipal School District No. 3  
Attn: Superintendent  
165 N. Collison Ave.  
Cimarron, New Mexico 87714

If to Lessor: New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, NM 87501  
Attn: Chief Executive Officer

Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.2. Binding Effect and Beneficiaries. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and

assigns (to the extent permitted hereby).

Section 10.3. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.4. Investments. Amounts on deposit from time to time in the Rent Payment Fund and Capital Projects Escrow Account shall be invested in Permitted Investments by Lessor subject to terms of the Capital Projects Escrow Agreement.

Section 10.5. Net-Net-Net Lease. This Lease shall be deemed and construed to be a “net-net-net lease” and Lessee hereby agrees that Rent Payments shall be an absolute net return to Lessor, free and clear of any expenses, charges, or set-offs whatsoever.

Section 10.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Education Technology hereby leased or intended so to be or for carrying out the expressed intention of this Lease.

Section 10.7. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Lessor and Lessee. Whenever under the provisions of this Lease the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval or such request shall be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 10.10. Timeliness. Time is of the essence. No covenant or obligation hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation shall not be deemed a waiver of any other covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

Section 10.11. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section hereof.

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IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its name by its duly authorized officers; and Lessee has caused this Lease to be executed in its name by its duly authorized officers, as of the date first above written.

NEW MEXICO FINANCE AUTHORITY,  
as Lessor

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

BOARD OF EDUCATION OF THE  
CIMARRON MUNICIPAL SCHOOL  
DISTRICT NO. 3, as Lessee

(SEAL)

By \_\_\_\_\_  
President of the Board of Education

Attest:

By \_\_\_\_\_  
Secretary of the Board of Education

**AUTHENTICATION**

This Lease is the Lease described in the Resolution adopted by the Board of Education of the Cimarron Municipal School District No. 3 on August 6, 2021 and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Lease and Notes.

Date of Authentication and  
Registration: August 6, 2021

BOKF, NA,  
as Registrar/Paying Agent

By \_\_\_\_\_  
Authorized Officer

**EXHIBIT A:  
LISTING OF EDUCATION TECHNOLOGY**

**Tax-Exempt Component**

Projector Replacement - \$216,000  
Annual Chromebook Purchase - \$126,000  
Servers - \$27,000  
Staff Devices - \$126,000  
Admin. Devices - \$6,300  
Network Upgrades & Services - \$30,000  
EN Renovations (“Information Technology costs associated with the renovation of Eagle Nest Elementary School”) - \$40,000  
Hotspots (T-Mobile) – Annual - \$86,400  
SmartBuses - \$8,700  
Copiers - \$78,300  
Secondary Uplinks - \$4,968  
Meeting Owls - \$71,760  
  
TOTAL TAX-EXEMPT - \$755,800

**Taxable Component**

IT Support-\$360,000  
Adobe Licensing-\$15,000  
Student Internet Filter-\$13,500  
Microsoft Volume Licensing-\$10,800  
VOIP (GoToMeeting) – Annual - \$40,500  
Security Software (Undecided) – Annual - \$2,400  
Mobile Device Management - \$24,000  
Multimedia - Sports Program - \$24,000  
Multimedia – High School Program - \$30,000  
Technology Training Services - \$24,000  
  
TOTAL TAXABLE - \$544,200

**EXHIBIT B**

**RENT PAYMENTS,  
RENT PAYMENT DATES AND PREPAYMENTS**

Schedule of Rent Payments and Rent Payment Dates related to the Notes:

**\$544,200 Taxable Component (“TAXABLE NOTES”)**

Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
02/01/2022	-	-			
08/01/2022					
02/01/2023					
08/01/2023					
02/01/2024					
08/01/2024					
Total	<u>\$544,200</u>		<u>\$</u>	<u>\$</u>	<u>\$</u>

**\$755,800 Tax-Exempt Component (“TAX-EXEMPT NOTES”)**

Date	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
02/01/2022	-	-			
08/01/2022					
02/01/2023					
08/01/2023					
02/01/2024					
08/01/2024					
02/01/2025					
08/01/2025					
02/01/2026					
08/01/2026					
Total	<u>\$755,800</u>		<u>\$</u>	<u>\$</u>	<u>\$</u>

Each Rent Payment shall, in accordance with Section 4.4 of this Lease, be paid to Lessor on or before the date that it is due.

EXHIBIT C:  
CERTIFICATE OF ACCEPTANCE

Board of Education of the  
Cimarron Municipal School District No. 3  
County of Colfax, New Mexico

We, the undersigned, hereby certify, in accordance with Section 3.2 of the Lease, Purchase Arrangement dated August 6, 2021, between New Mexico Finance Authority, as Lessor, and the Board of Education of the Cimarron Municipal School District No. 3, as Lessee, the following:

1. The Property for which payment has been made from the Capital Projects Escrow Account is described and summarized in Exhibit A to the Lease.
2. The Property described above has been acquired, delivered and installed in conformity with the specifications of the manufacturer.
3. This Certificate is the final Certificate of Acceptance pursuant to the above referenced Lease.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and affixed the seal of the Board of Education of the Cimarron Municipal School District No. 3, Colfax County, New Mexico, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BOARD OF EDUCATION OF THE  
CIMARRON MUNICIPAL SCHOOL DISTRICT  
NO. 3

By \_\_\_\_\_  
President Board of Education

By \_\_\_\_\_  
Superintendent

(SEAL)

ATTEST:

By \_\_\_\_\_  
Secretary Board of Education



EXHIBIT D:  
FORM OF NOTE

**The Board of Education of the  
Cimarron Municipal School District No. 3  
Taxable Education Technology Note, Series 2021  
evidencing an undivided interest in  
the right to receive certain Rent Payments payable by  
Cimarron Municipal School District No. 3,  
Colfax County, New Mexico  
under a  
Lease Purchase Arrangement and Note dated as of August 6, 2021**

No. R-\_\_\_\_ \$ \_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Original Dated Date</b>	<b>CUSIP</b>
_____%	_____ 1, _____	August 6, 2021	_____

REGISTERED OWNER: NEW MEXICO FINANCE AUTHORITY  
PRINCIPAL AMOUNT: \*\*DOLLARS\*\*

THIS CERTIFIES THAT the registered owner specified above, or registered assigns, has an undivided interest in rights to receive certain Rent Payments by The Board of Education of the Cimarron Municipal School District No. 3, County of Colfax, New Mexico (the “Board”) under a Lease Purchase Arrangement dated as of August 6, 2021 (as amended or supplemented from time to time, the “Lease”) between, the New Mexico Finance Authority, as lessor (the “Lessor”) and the Board as lessee (the “Lessee”). The interest of the registered owners of this Note is secured as provided in the Lease. As registered owners (the “Owners”) of the Education Technology Note, Series 2021 (the “Note”) evidencing an undivided interest in the right to receive certain Rent Payments in the original aggregate principal amount of \$544,200, Owners are entitled to receive Rent Payments consisting of principal and interest as set out in the Lease. Capitalized terms used but not defined herein have the meaning assigned to them in the Lease.

The Board on the faith, credit and behalf of Cimarron Municipal School District No. 3, County of Colfax, New Mexico (the “District”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2022, and thereafter on each August 1 and February 1 of each year (the “Interest Payment Date”) from the Series Date to its maturity. The principal of the Notes of the series of which this is one and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as “registrar/paying agent” (such entity and any successor thereto, the “Registrar/Paying Agent”) for the Notes, upon maturity and upon presentation and surrender thereof at the principal offices of the Registrar/Paying Agent. If any note shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate

borne by the note until the principal thereof is paid in full. Payment of interest on the Note (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the fifteenth day of the month immediately preceding the Interest Payment Date. The person in whose name any Note is registered on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any note which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such note is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Notes as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Notes are fully registered and issuable in denominations of \$5,000 and any integral multiple thereof.

The series of Notes of which this note is one to the extent more than one note is issued, is limited to the total principal amount of \$544,200 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the Board for the purpose of acquiring education technology equipment to the extent permitted by NMSA 1978 §§ 6-15A-3 (C), under the authority of and in full conformity with the Constitution and laws of the State of New Mexico and pursuant to a resolution of the Board duly adopted and made a law of the District prior to the issuance of this Note (the "Lease Purchase Arrangement Resolution").

The Registrar/Paying Agent will maintain the books of the District for the registration of ownership of the Notes. Upon the surrender for transfer of any note at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Notes to be transferred in the name of the transferee or transferees a new note or notes in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. The Notes may be exchanged at the principal offices of the Registrar/Paying Agent for an equal aggregate

principal amount of the note of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the note to be exchanged a note or notes which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of notes as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any note requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any note shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any note shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such note in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such note to the extent of the sum or sums so paid.

If any note shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated note and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement note or notes of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated note shall have matured, the Registrar/Paying Agent may pay such note in lieu of replacement.

For the punctual payment of the principal of and interest on this note as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this note, the full faith and credit of the District is hereby irrevocably pledged. The Board has, by the Lease Purchase Arrangement Resolution, ordered the creation of an interest and sinking fund for the payment of the Notes. Such fund is to be held in trust for the benefit of the owner or owners of the Note.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the District in the issuance of this note; that the total indebtedness of the District, including that of this note, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this note when the same becomes due. This note shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the note of authentication hereon.

IN TESTIMONY WHEREOF, the Board of Education of Cimarron Municipal School District No. 3, County of Colfax, New Mexico, constituting the governing board of

the District, has caused the seal of the District to be hereto affixed and this note to be signed and executed with the manual or facsimile signature of the President of the Board and subscribed and attested with the manual or facsimile signature of the Secretary of the Board, all as of the Series Date.

BOARD OF EDUCATION OF THE  
CIMARRON MUNICIPAL SCHOOL  
DISTRICT NO. 3, as Lessee

By \_\_\_\_\_  
President of the Board of Education

(DISTRICT SEAL)

Attest:

By \_\_\_\_\_  
Secretary of the Board of Education

**CERTIFICATE OF AUTHENTICATION**

This note is one of the Notes described in the Lease Purchase Arrangement Resolution and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Notes.

Date of Authentication and  
Registration: August 6, 2021

BOKF, NA,  
as Registrar/Paying Agent

By \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

For value received, the undersigned sells, assigns and transfers unto \_\_\_\_\_ whose social security or tax identification number is \_\_\_\_\_ the within note and irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer such note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within note, in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT D:  
FORM OF NOTE

**The Board of Education of the  
Cimarron Municipal School District No. 3  
Tax-Exempt Education Technology Note, Series 2021  
evidencing an undivided interest in  
the right to receive certain Rent Payments payable by  
Cimarron Municipal School District No. 3,  
Colfax County, New Mexico  
under a  
Lease Purchase Arrangement and Note dated as of August 6, 2021**

No. R-\_\_\_\_ \$\_\_\_\_\_

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Original Dated Date</b>	<b>CUSIP</b>
_____%	_____ 1, _____	August 6, 2021	_____

REGISTERED OWNER: NEW MEXICO FINANCE AUTHORITY  
PRINCIPAL AMOUNT: \*\*DOLLARS\*\*

THIS CERTIFIES THAT the registered owner specified above, or registered assigns, has an undivided interest in rights to receive certain Rent Payments by The Board of Education of the Cimarron Municipal School District No. 3, County of Colfax, New Mexico (the “Board”) under a Lease Purchase Arrangement dated as of August 6, 2021 (as amended or supplemented from time to time, the “Lease”) between, the New Mexico Finance Authority, as lessor (the “Lessor”) and the Board as lessee (the “Lessee”). The interest of the registered owners of this Note is secured as provided in the Lease. As registered owners (the “Owners”) of the Education Technology Note, Series 2021 (the “Note”) evidencing an undivided interest in the right to receive certain Rent Payments in the original aggregate principal amount of \$755,800, Owners are entitled to receive Rent Payments consisting of principal and interest as set out in the Lease. Capitalized terms used but not defined herein have the meaning assigned to them in the Lease.

The Board on the faith, credit and behalf of Cimarron Municipal School District No. 3, County of Colfax, New Mexico (the “District”), for value received, hereby promises to pay to the registered owner named above, or registered assigns, the principal amount hereof on the Maturity Date and to pay interest on the principal amount at the Interest Rate on February 1, 2022, and thereafter on each August 1 and February 1 of each year (the “Interest Payment Date”) from the Series Date to its maturity. The principal of the Notes of the series of which this is one and interest due at maturity shall be payable to the registered owner thereof as shown on the registration books kept by BOKF, NA, as “registrar/paying agent” (such entity and any successor thereto, the “Registrar/Paying Agent”) for the Notes, upon maturity and upon presentation and surrender thereof at the principal offices of the Registrar/Paying Agent. If any note shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the rate

borne by the note until the principal thereof is paid in full. Payment of interest on the Note (other than at maturity) shall be made by check or draft mailed by the Registrar/Paying Agent (or by such other arrangement as may be mutually agreed to by the Registrar/Paying Agent and such registered owner), on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof on the Record Date (defined below) at his address as it appears on the registration books kept by the Registrar/Paying Agent. All such payments shall be made in lawful money of the United States of America. The term "Record Date" as used herein with respect to any Interest Payment Date shall mean the fifteenth day of the month immediately preceding the Interest Payment Date. The person in whose name any Note is registered on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable thereon on such Interest Payment Date notwithstanding any transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date; but interest on any note which is not timely paid or duly provided for shall cease to be payable as provided above and shall be payable to the person in whose name such note is registered at the close of business on a special record date (the "Special Record Date") fixed by the Registrar/Paying Agent for the payment of any such overdue interest. The Special Record Date shall be fixed by the Registrar/Paying Agent whenever moneys become available for payment of overdue interest, and notice of any such Special Record Date shall be given not less than ten days prior thereto, by first-class mail, to the registered owners of the Notes as of the fifth day preceding the mailing of such notice by the Registrar/Paying Agent, stating the Special Record Date and the date fixed for the payment of overdue interest.

The Notes are fully registered and issuable in denominations of \$5,000 and any integral multiple thereof.

The series of Notes of which this note is one to the extent more than one note is issued, is limited to the total principal amount of \$544,200 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the Board for the purpose of acquiring education technology equipment to the extent permitted by NMSA 1978 §§ 6-15A-3 (C), under the authority of and in full conformity with the Constitution and laws of the State of New Mexico and pursuant to a resolution of the Board duly adopted and made a law of the District prior to the issuance of this Note (the "Lease Purchase Arrangement Resolution").

The Registrar/Paying Agent will maintain the books of the District for the registration of ownership of the Notes. Upon the surrender for transfer of any note at the principal office of the Registrar/Paying Agent, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing, the Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the Notes to be transferred in the name of the transferee or transferees a new note or notes in fully registered form of the same aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. The Notes may be exchanged at the principal offices of the Registrar/Paying Agent for an equal aggregate



principal amount of the note of other authorized denominations, and of the same maturity, series and interest rate. The Registrar/Paying Agent shall authenticate and deliver not more than three business days after receipt of the note to be exchanged a note or notes which the registered owner making the exchange is entitled to receive, bearing a number or numbers not contemporaneously outstanding. Exchanges and transfers of notes as herein provided shall be without charge to the owner or any transferee, but the Registrar/Paying Agent may require the payment by the owner of any note requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The person in whose name any note shall be registered on the registration books kept by the Registrar/Paying Agent, shall be deemed and regarded as the absolute owner thereof for the purpose of making payment thereof and for all other purposes except as may otherwise be provided with respect to payment of interest; and payment of or on account of either principal or interest on any note shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such note in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such note to the extent of the sum or sums so paid.

If any note shall be lost, stolen, destroyed or mutilated, the Registrar/Paying Agent shall, upon receipt of the mutilated note and such evidence, information or indemnity relating thereto as it may reasonably require and as may be required by law, authenticate and deliver a replacement note or notes of a like aggregate principal amount of authorized denominations, and of the same maturity, interest rate and series, bearing a number or numbers not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated note shall have matured, the Registrar/Paying Agent may pay such note in lieu of replacement.

For the punctual payment of the principal of and interest on this note as aforesaid and for the levy and collection of taxes in accordance with the statutes authorizing the issuance of this note, the full faith and credit of the District is hereby irrevocably pledged. The Board has, by the Lease Purchase Arrangement Resolution, ordered the creation of an interest and sinking fund for the payment of the Notes. Such fund is to be held in trust for the benefit of the owner or owners of the Note.

It is hereby certified, recited and warranted that all the requirements of law have been complied with by the proper officials of the District in the issuance of this note; that the total indebtedness of the District, including that of this note, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State of New Mexico; that provision has been made for the levy and collection of annual taxes sufficient to pay the principal of and the interest on this note when the same becomes due. This note shall not be valid or obligatory for any purpose until the Registrar/Paying Agent shall have manually signed the note of authentication hereon.

IN TESTIMONY WHEREOF, the Board of Education of Cimarron Municipal School District No. 3, County of Colfax, New Mexico, constituting the governing board of

the District, has caused the seal of the District to be hereto affixed and this note to be signed and executed with the manual or facsimile signature of the President of the Board and subscribed and attested with the manual or facsimile signature of the Secretary of the Board, all as of the Series Date.

BOARD OF EDUCATION OF THE  
CIMARRON MUNICIPAL SCHOOL  
DISTRICT NO. 3, as Lessee

By \_\_\_\_\_  
President of the Board of Education

(DISTRICT SEAL)

Attest:

By \_\_\_\_\_  
Secretary of the Board of Education

**CERTIFICATE OF AUTHENTICATION**

This note is one of the Notes described in the Lease Purchase Arrangement Resolution and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Notes.

Date of Authentication and  
Registration: August 6, 2021

BOKF, NA,  
as Registrar/Paying Agent

By \_\_\_\_\_  
Authorized Officer

**ASSIGNMENT**

For value received, the undersigned sells, assigns and transfers unto \_\_\_\_\_ whose social security or tax identification number is \_\_\_\_\_ the within note and irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer such note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

NOTE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within note, in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT E:  
CERTIFICATE OF COMPLETION

RE: \$1,300,000 Lease Purchase Arrangement dated as of August 6, 2021 by and between Cimarron Municipal School District No. 3 and the New Mexico Finance Authority (the "Lease Agreement").

TO: New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501  
Attn: Accounting

LOAN NO.: PPRF-5565

CLOSING DATE: August 6, 2021

In accordance with Section 3.2 of the Lease Agreement, the undersigned states, to the best of his or her knowledge, that the Property has been acquired, delivered, installed and accepted by the Lessee, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Lease Agreement.

DATED: \_\_\_\_\_

By \_\_\_\_\_  
Lessee Representative

Title \_\_\_\_\_  
Print Name and Title

EXHIBIT F-1

FORM OF REQUISITION AT CLOSING

REQUISITION

RE: \$1,300,000 Lease Purchase Arrangement dated as of August 6, 2021 by and between Cimarron Municipal School District No. 3 and the New Mexico Finance Authority (the "Lease Agreement").

TO: BOKF, NA  
c/o New Mexico Finance Authority  
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account - Cimarron Municipal School District No. 3 (Education Technology Lease Purchase Arrangement and Note, Series 2021), with regard to the above-referenced Lease Purchase Arrangement the following:

NMFA LOAN NO.: PPRF-5565

CLOSING DATE: August 6, 2021

REQUISITION NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF PAYEE

Cimarron Municipal School District No. 3 Capital  
Projects Escrow Account held by BOKF, NA

AMOUNT OF PAYMENT:

\$1,300,000

PURPOSE OF PAYMENT: To fund the Capital Projects Escrow Account for the sole benefit and use of the Cimarron Municipal School District No. 3

This requisition is a proper charge against the Program Account - Cimarron Municipal School District No. 3 (Education Technology Lease).

All representations contained in the Lease and the related closing documents remain true and correct and the Cimarron Municipal School District No. 3 is not in breach of any of the covenants contained therein.

Capitalized terms used herein, are used as defined or used in the Lease.

CIMARRON MUNICIPAL SCHOOL  
DISTRICT NO. 3

DATED: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

EXHIBIT F-2

FORM OF REQUISITION – TAX EXEMPT

RE: \$1,300,000 Lease Purchase Arrangement dated as of August 6, 2021, by and between Cimarron Municipal School District No. 3 and the New Mexico Finance Authority (the “Lease Purchase Arrangement”).

TO: BOKF, NA  
c/o New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501  
Attention: Accounting

You are hereby authorized to disburse from the Capital Projects Escrow Account-Tax Exempt - Cimarron Municipal School District No. 3 (Education Technology Lease Purchase Arrangement), with regard to the above-referenced Lease Purchase Arrangement the following:

NMFA LOAN NO.: PPRF-5565 (Tax Exempt)

CLOSING DATE: August 6, 2021

REQUISITION NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF PAYEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT OF PAYMENT: \$ \_\_\_\_\_

PURPOSE OF PAYMENT: \_\_\_\_\_  
\_\_\_\_\_

Each obligation, item of cost or expense mentioned herein is for costs of the Property, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Acquisition Fund-Tax Exempt – Cimarron Municipal School District No. 3 (Education Technology Lease Purchase Arrangement).

All representations contained in the Lease Purchase Arrangement and the related closing documents remain true and correct and the Cimarron Municipal School District No 31 is not in breach of any of the covenants contained therein.



If this is the final requisition, payment of costs of the Property is complete or, if not complete, the Cimarron Municipal School District No. 3 shall and understands its obligation to complete the acquisition of the Property from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Lease Purchase Arrangement.

CIMARRON MUNICIPAL SCHOOL  
DISTRICT NO. 3

DATED: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Approved for Distribution:

NEW MEXICO FINANCE AUTHORITY

DATED: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

EXHIBIT F-3

FORM OF REQUISITION - TAXABLE

RE: \$1,300,000 Lease Purchase Arrangement dated as of August 6, 2021, by and between Cimarron Municipal School District No. 3 and the New Mexico Finance Authority (the "Lease Purchase Arrangement").

TO: BOKF, NA  
c/o New Mexico Finance Authority  
207 Shelby Street  
Santa Fe, New Mexico 87501  
Attention: Accounting

You are hereby authorized to disburse from the Capital Projects Escrow Account -Taxable - Cimarron Municipal School District No. 3 (Education Technology Lease Purchase Arrangement), with regard to the above-referenced Lease Purchase Arrangement the following:

NMFA LOAN NO.: PPRF-5565 (Taxable)                      CLOSING DATE: August 6, 2021

REQUISITION NUMBER: \_\_\_\_\_

NAME AND ADDRESS OF PAYEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AMOUNT OF PAYMENT: \_\_\_\_\_

PURPOSE OF PAYMENT: \_\_\_\_\_  
\_\_\_\_\_

Each obligation, item of cost or expense mentioned herein is for costs of the Property, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Acquisition Fund-Taxable – Cimarron Municipal School District No. 3 (Education Technology Lease Purchase Arrangement).

All representations contained in the Lease Purchase Arrangement and the related closing documents remain true and correct and the Cimarron Municipal School District No 31 is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Property is complete or, if not complete, the Cimarron Municipal School District No. 3 shall and understands its obligation to complete the acquisition of the Property from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Lease Purchase Arrangement.

CIMARRON MUNICIPAL SCHOOL  
DISTRICT NO. 3

DATED: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Approved for Distribution:

NEW MEXICO FINANCE  
AUTHORITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

# NEW MEXICO SCHOOL BOARDS ASSOCIATION



## LEADERSHIP RETREAT

July 8-10, 2021  
Sagebrush Hotel  
Taos, New Mexico

### Preliminary Agenda

#### Thursday, July 8, 2021

8:30 – 9:30 AM	Executive Board Meeting
10:00 -12:00 Noon	Board of Directors Meeting
1:00 – 4:30 PM	Pre-Retreat Training Session

#### Friday, July 9, 2021

7:00 - 8:00 AM	Registration and Breakfast
8:00 - 8:15 AM	Welcome and Opening Comments
8:15 - 9:45 AM	General Session I
9:45- 10:00 AM	Break
10:00-11:45 AM	General Session II
12:00-1:00 PM	Lunch
1:00 - 2:00 PM	General Session III
2:00 - 2:15 PM	Break
2:15 - 3:15 PM	Concurrent Breakout Sessions
3:15 - 3:30 PM	Break
3:30 - 4:30 PM	Concurrent Breakout Sessions

#### Saturday, July 10, 2021

7:30 - 8:30 AM	Registration & Breakfast
8:30 - 9:30 AM	Concurrent Breakout Sessions
9:30 - 9:45 AM	Break
9:45- 10:45 AM	Concurrent Breakout Sessions
10:45-11:00 AM	Break
11:00-12 Noon	Concurrent Breakout Sessions
12:00 Noon	Adjourn



# NEW MEXICO SCHOOL BOARDS ASSOCIATION

## 2021 Leadership Retreat

### July 8-10, 2021

### The Sagebrush Inn, Taos, NM

**Board Presidents, Officers & NMSBA Board of Directors**

#### REGISTRATION FORM

Billing Address: \_\_\_\_\_

School District: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

#### ATTENDEES NAMES

(Please print)

1. Name: \_\_\_\_\_

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

2. Name: \_\_\_\_\_

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

3. Name: \_\_\_\_\_

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

4. Name: \_\_\_\_\_

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

5. Name: \_\_\_\_\_

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

6. Name: \_\_\_\_\_

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

#### FEES:

**Association Members: \$150.00** per person.  
**\$175.00 per person after June 25, 2021.** A purchase order is considered payment.

Purchase Order #: \_\_\_\_\_

(Attach copy of P.O.)

#### INCLUDED IN THE REGISTRATION:

Breakfast: Friday, July 9<sup>th</sup> & Saturday, July 10<sup>th</sup>

Lunch: Friday, July 9<sup>th</sup>

#### ***Cancellations & Refund Policy***

100% refund if registration is canceled in **writing**, by June 17, 2021.

50% refund if registration canceled in **writing**, by June 24, 2021.

**NO SHOWS WILL BE BILLED IF NOT CANCELED BY DATES SHOWN ABOVE.** Substitutions will be allowed up until the event.

**HOTEL RATES** at the Sagebrush Inn are \$129.00+ plus tax. Please make your own room reservations by calling (575) 758-2254. Also, please provide purchase order information at time of reservation and identify yourself as being with NMSBA. Reservations are not guaranteed in this hotel. Rooms are reserved on a first come - first reserved basis.

Please email registration form & P.O. to: NMSBA,  
Attention: Carolyn Mole, Finance Director  
Email: [cmole@nmsba.org](mailto:cmole@nmsba.org)

Cimarron Municipal Schools

# Handbook of Special Education Procedures

Updated May 2021



## Table of Contents

SUBPART A—GENERAL	9	§ 300.19 Homeless children.	43	§ 300.33 Public agency.	55
§ 300.1 Purposes.	10	§ 300.20 Include.	44	§ 300.34 Related services.	56
§ 300.2 Applicability of this part to State and local agencies.	10	§ 300.21 Indian and Indian tribe.	44	§ 300.36 Secondary school.	64
Definitions Used in This Part	19	§ 300.22 Individualized education program.	45	§ 300.37 Services plan.	64
§ 300.4 Act.	20	§ 300.23 Individualized education program team.	46	§ 300.38 Secretary.	64
§ 300.5 Assistive technology device.	21	§ 300.24 Individualized family service plan.	47	§ 300.39 Special education.	65
§ 300.6 Assistive technology service.	21	§ 300.25 Infant or toddler with a disability.	48	§ 300.40 State.	69
§ 300.7 Charter school.	22	§ 300.26 Institution of higher education.	49	§ 300.41 State educational agency.	70
§ 300.8 Child with a disability.	22	§ 300.27 Limited English proficient.	50	§ 300.42 Supplementary aids and services.	70
§ 300.9 Consent.	38	§ 300.28 Local educational agency.	51	§ 300.43 Transition services.	71
§ 300.11 Day; business day; school day.	39	§ 300.29 Native language.	52	§ 300.44 Universal design.	72
§ 300.12 Educational service agency.	39	NMAC.	53	§ 300.45 Ward of the State.	72
§ 300.13 Elementary school.	40	NMSA 1978.	53	SUBPART B—STATE ELIGIBILITY	75
§ 300.14 Equipment.	40	§ 300.30 Parent.	53	§ 300.100 Eligibility for assistance.	75
§ 300.15 Evaluation.	41	§ 300.31 Parent training and information center.	54	FAPE Requirements	75
§ 300.16 Excess costs.	41	§ 300.32 Personally identifiable.	55	§ 300.101 Free appropriate public education (FAPE).	75
§ 300.17 Free appropriate public education.	42			§ 300.102 Limitation—exception to FAPE for certain ages.	78
				Other FAPE Requirements	80

§ 300.103 FAPE—methods and payments.	80	§ 300.119 Technical assistance and training activities.	104	§ 300.134 Consultation.	117
§ 300.104 Residential placement	82	§ 300.120 Monitoring activities.	104	§ 300.135 Written affirmation.	119
§ 300.105 Assistive technology.	83	Additional Eligibility Requirements	104	§ 300.136 Compliance.	119
§ 300.106 Extended school year services.	84	§ 300.121 Procedural safeguards.	104	§ 300.137 Equitable services determined.	120
§ 300.107 Nonacademic services.	86	§ 300.122 Evaluation.	105	§ 300.138 Equitable services provided.	121
§ 300.108 Physical education.	86	§ 300.123 Confidentiality of personally identifiable information.	106	§ 300.139 Location of services and transportation.	123
§ 300.109 Full educational opportunity goal (FEOG).	88	§ 300.124 Transition of children from the Part C program to preschool programs.	106	§ 300.140 Due process complaints and State complaints.	124
§ 300.110 Program options.	88	Children in Private Schools	110	§ 300.141 Requirement that funds not benefit a private school.	125
§ 300.111 Child find.	89	§ 300.129 State responsibility regarding children in private schools.	110	§ 300.142 Use of personnel.	125
§ 300.112 Individualized education programs (IEP).	96	Children With Disabilities Enrolled by Their Parents in Private Schools	111	§ 300.143 Separate classes prohibited.	126
§ 300.113 Routine checking of hearing aids and external components of surgically implanted medical devices.	96	§ 300.130 Definition of parentally-placed private school children with disabilities.	111	§ 300.144 Property, equipment, and supplies.	126
Least Restrictive Environment (LRE)	97	§ 300.131 Child find for parentally-placed private school children with disabilities.	111	Children With Disabilities in Private Schools Placed or Referred by Public Agencies	128
§ 300.114 LRE requirements.	97	§ 300.132 Provision of services for parentally-placed private school children with disabilities—basic requirement.	113	§ 300.145 Applicability of §§ 300.146 through 300.147.	128
§ 300.115 Continuum of alternative placements.	99	§ 300.133 Expenditures.	114	§ 300.146 Responsibility of SEA.	128
§ 300.116 Placements.	100			§ 300.147 Implementation by SEA.	130
§ 300.117 Nonacademic settings.	103			Children With Disabilities Enrolled by Their Parents in Private Schools When FAPE Is at Issue	131
§ 300.118 Children in public or private institutions.	103				



§ 300.148 Placement of children by parents when FAPE is at issue.	131	§ 300.160 Participation in assessments.	159	§ 300.174 Prohibition on mandatory medication.	177
SEA Responsibility for General Supervision and Implementation of Procedural Safeguards	133	§ 300.161 [Reserved]	163	§ 300.175 SEA as provider of FAPE or direct services.	177
§ 300.149 SEA responsibility for general supervision.	133	§ 300.162 Supplementation of State, local, and other Federal funds.	163	§ 300.176 Exception for prior State plans.	177
§ 300.150 SEA implementation of procedural safeguards.	135	§ 300.163 Maintenance of State financial support.	164	§ 300.177 States' sovereign immunity.	178
Conflict Resolution at the Lowest Possible Level.	135	§ 300.164 Waiver of requirement regarding supplementing and not supplanting with Part B funds.	165	Department Procedures	178
State Complaint Procedures	139	§ 300.165 Public participation.	168	§ 300.178 Determination by the Secretary that a State is eligible to receive a grant.	178
§ 300.151 Adoption of State complaint procedures.	139	§ 300.166 Rule of construction.	169	§ 300.179 Notice and hearing before determining that a State is not eligible to receive a grant.	178
§ 300.152 Minimum State complaint procedures.	140	State Advisory Panel	169	§ 300.180 Hearing official or panel.	178
§ 300.153 Filing a complaint.	145	§ 300.167 State advisory panel.	169	§ 300.181 Hearing procedures.	178
§ 300.154 Methods of ensuring services.	147	§ 300.168 Membership.	169	§ 300.182 Initial decision; final decision.	178
Additional Eligibility Requirements	154	§ 300.169 Duties.	171	§ 300.183 Filing requirements.	179
§ 300.155 Hearings relating to LEA eligibility.	154	Other Provisions Required for State Eligibility	172	§ 300.184 Judicial review.	179
§ 300.156 Personnel qualifications.	154	§ 300.170 Suspension and expulsion rates.	172	§ 300.185 [Reserved]	179
§ 300.157 Performance goals and indicators.	157	§ 300.171 Annual description of use of Part B funds.	172	By-pass for Children in Private Schools	179
§§ 300.158–300.159 [Reserved]	159	§ 300.172 Access to instructional materials.	173	§ 300.191 Provisions for services under a by-pass.	179
		§ 300.173 Overidentification and disproportionality.	176	§ 300.192 Notice of intent to implement a by-pass.	180

§ 300.193 Request to show cause.	180	§ 300.209 Treatment of charter schools and their students.	192	SUBPART D—EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS	206
§ 300.194 Show cause hearing.	180	§ 300.210 Purchase of instructional materials.	194	Parental Consent	206
§ 300.195 Decision.	180	§ 300.211 Information for SEA.	195	§ 300.300 Parental consent.	206
§ 300.196 Filing requirements.	180	§ 300.212 Public information.	195	Evaluations and Reevaluations	211
§ 300.197 Judicial review.	180	§ 300.213 Records regarding migratory children with disabilities.	195	§ 300.301 Initial evaluations.	211
§ 300.198 Continuation of a by-pass.	181	§§ 300.214–300.219 [Reserved]	196	§ 300.302 Screening for instructional purposes is not evaluation.	214
State Administration	181	§ 300.220 Exception for prior local plans.	196	§ 300.303 Reevaluations.	214
§ 300.199 State administration.	181	§ 300.221 Notification of LEA or State agency in case of ineligibility.	197	§ 300.304 Evaluation procedures.	215
SUBPART C—LOCAL EDUCATIONAL AGENCY ELIGIBILITY	181	§ 300.222 LEA and State agency compliance.	197	§ 300.305 Additional requirements for evaluations and reevaluations.	218
§ 300.200 Condition of assistance.	181	§ 300.223 Joint establishment of eligibility.	198	§ 300.306 Determination of eligibility.	221
§ 300.201 Consistency with State policies.	183	§ 300.224 Requirements for establishing eligibility.	199	Additional Procedures for Identifying Children With Specific Learning Disabilities	223
§ 300.202 Use of amounts.	184	§ 300.225 [Reserved]	200	§ 300.307 Specific learning disabilities.	223
§ 300.203 Maintenance of effort.	185	§ 300.226 Early intervening services.	200	§ 300.308 Additional group members.	225
§ 300.204 Exception to maintenance of effort.	187	§ 300.227 Direct services by the SEA.	202	§ 300.309 Determining the existence of a specific learning disability.	226
§ 300.205 Adjustment to local fiscal efforts in certain fiscal years.	188	§ 300.228 State agency eligibility.	203	§ 300.310 Observation.	230
§ 300.206 Schoolwide programs under title I of the ESEA.	189	§ 300.229 Disciplinary information.	203	§ 300.311 Specific documentation for the eligibility determination.	231
§ 300.207 Personnel development.	190	§ 300.230 SEA flexibility.	204		
§ 300.208 Permissive use of funds.	191				

INDIVIDUALIZED EDUCATION PROGRAMS	233	§ 300.502 Independent educational evaluation.	272	§ 300.518 Child’s status during proceedings.	314
§ 300.320 Definition of individualized education program.	233	§ 300.503 Prior notice by the public agency; content of notice.	277	§ 300.519 Surrogate parents.	315
§ 300.321 IEP Team.	248	§ 300.504 Procedural safeguards notice.	281	§ 300.520 Transfer of parental rights at age of majority.	317
§ 300.322 Parent participation.	253	§ 300.505 Electronic mail.	283	§§ 300.521–300.529 [Reserved]	318
§ 300.323 When IEPs must be in effect.	256	§ 300.506 Mediation.	283	DISCIPLINE PROCEDURES	318
Development of IEP	259	Due Process Hearings in General.	286	§ 300.530 Authority of school personnel.	318
§ 300.324 Development, review, and revision of IEP.	259	§ 300.507 Filing a due process complaint.	287	§ 300.531 Determination of setting.	326
§ 300.325 Private school placements by public agencies.	267	§ 300.508 Due process complaint.	288	§ 300.532 Appeal.	327
§ 300.326 [Reserved]	268	§ 300.509 Model forms.	292	§ 300.533 Placement during appeals.	330
§ 300.327 Educational placements.	268	§ 300.510 Resolution process.	292	§ 300.534 Protections for children not determined eligible for special education and related services.	330
§ 300.328 Alternative means of meeting participation.	269	Due Process Prehearing Procedures.	296	§ 300.535 Referral to and action by law enforcement and judicial authorities.	332
SUBPART E—PROCEDURAL SAFEGUARDS	270	§ 300.511 Impartial due process hearing.	299	§ 300.536 Change of placement because of disciplinary removals.	334
DUE PROCESS PROCEDURES FOR PARENTS AND CHILDREN	270	§ 300.512 Hearing rights.	303	§ 300.537 State enforcement mechanisms.	335
§ 300.500 Responsibility of SEA and other public agencies.	270	§ 300.513 Hearing decisions.	306	§§ 300.538–300.599 [Reserved]	335
§ 300.501 Opportunity to examine records; parent participation in meetings.	270	§ 300.514 Finality of decision; appeal; impartial review.	307	EDUCATIONAL SERVICES FOR GIFTED CHILDREN	336
		§ 300.515 Timelines and convenience of hearings and reviews.	308		
		§ 300.516 Civil action.	309		
		§ 300.517 Attorneys’ fees.	311		

Subpart F—Monitoring, Enforcement, Confidentiality, and Program Information	341	§ 300.614 Record of access.	349	§ 300.643 Annual report of children served—certification.	361
Monitoring, Technical Assistance, and Enforcement	341	§ 300.615 Records on more than one child.	349	§ 300.644 Annual report of children served—criteria for counting children.	361
§ 300.600 State monitoring and enforcement.	341	§ 300.616 List of types and locations of information.	349	§ 300.645 Annual report of children served—other responsibilities of the SEA.	362
§ 300.601 State performance plans and data collection.	342	§ 300.617 Fees.	350	§ 300.646 Disproportionality.	362
§ 300.602 State use of targets and reporting.	342	§ 300.618 Amendment of records at parent’s request.	350	Subpart G— Authorization, Allotment, Use of Funds, and Authorization of Appropriations	366
§ 300.603 Secretary’s review and determination regarding State performance.	342	§ 300.619 Opportunity for a hearing.	351	Allotments, Grants, and Use of Funds	366
§ 300.604 Enforcement.	342	§ 300.620 Result of hearing.	352	§ 300.700 Grants to States.	366
§ 300.605 Withholding funds.	342	§ 300.621 Hearing procedures.	352	§ 300.701 Outlying areas, freely associated States, and the Secretary of the Interior.	368
§ 300.606 Public attention.	342	§ 300.622 Consent.	353	§ 300.702 Technical assistance.	368
§ 300.607 Divided State agency responsibility.	342	§ 300.623 Safeguards.	354	§ 300.703 Allocations to States.	368
§ 300.608 State enforcement.	343	§ 300.624 Destruction of information.	354	§ 300.704 State-level activities.	368
§ 300.609 Rule of construction.	343	§ 300.625 Children’s rights.	357	§ 300.705 Subgrants to LEAs.	379
Confidentiality of Information	343	§ 300.626 Enforcement.	358	§ 300.706 [Reserved]	382
§ 300.610 Confidentiality.	343	§ 300.627 Department use of personally identifiable information.	358	Secretary of the Interior	382
§ 300.611 Definitions.	346	Reports—Program Information	359	§ 300.707 Use of amounts by Secretary of the Interior.	383
§ 300.612 Notice to parents.	347	§ 300.640 Annual report of children served—report requirement.	359	§ 300.708 Submission of information.	383
§ 300.613 Access rights.	348	§ 300.641 Annual report of children served—information required in the report.	359	§ 300.709 Public participation.	383
		§ 300.642 Data reporting.	360		

§ 300.710 Use of funds under Part B of the Act.	383	Acquisition of Equipment and Construction or Alteration of Facilities	384	§ 300.808 Increase in funds.	386
§ 300.711 Early intervening services.	383	§ 300.718 Acquisition of equipment and construction or alteration of facilities.	384	§ 300.809 Limitations.	386
§ 300.712 Payments for education and services for Indian children with disabilities aged three through five.	383	Subpart H—Preschool Grants for Children with Disabilities	385	§ 300.810 Decrease in funds.	386
§ 300.713 Plan for coordination of services.	383	§ 300.800 In general.	385	§ 300.811 [Reserved]	386
§ 300.714 Establishment of advisory board.	384	§ 300.801–300.802 [Reserved]	385	§ 300.812 Reservation for State activities.	387
§ 300.715 Annual reports.	384	§ 300.803 Definition of State.	385	§ 300.813 State administration.	387
§ 300.716 Applicable regulations.	384	§ 300.804 Eligibility.	385	§ 300.814 Other State-level activities.	387
Definitions that Apply to this Subpart	384	§ 300.805 [Reserved]	386	§ 300.815 Subgrants to LEAs.	387
§ 300.717 Definitions applicable to allotments, grants, and use of funds.	384	§ 300.806 Eligibility for financial assistance.	386	§ 300.816 Allocations to LEAs.	387
		§ 300.807 Allocations to States.	386	§ 300.817 Reallocation of LEA funds.	387
				§ 300.818 Part C of the Act inapplicable.	387
				Index	388

**PURPOSES AND APPLICABILITY**

**6.31.2.14 NMAC. RULES OF CONSTRUCTION:**

- A. U.S. department of education interpretations. The U.S. department of education’s (USDE) interpretations of the provisions of 34 CFR Part 300 as set forth in its Analysis of Comments and Changes to Part 300 at 71 Federal Register 46547-46753 (August 14, 2006), and other interpretations that are published or announced by the USDE in the federal register are recognized as the federal government’s official positions regarding the requirements of IDEA. Such interpretations shall be followed by the department to the extent that they do not conflict with express provisions of IDEA or case law from the federal courts.
- B. Uniform Statute and Rule Construction Act. The Uniform Statute and Rule Construction Act, Sections 12-2A-1 through 12-2A-20 §applies to the interpretation of 6.31.2 NMAC except to the extent that these rules incorporate permissible variations under the New Mexico version of the Uniform Statute and Rule Construction Act. References in 6.31.2 NMAC to state or federal laws, rules are intended to incorporate future amendments unless a provision in these rules is irreconcilable with a future amendment under the standards of the Uniform Statute and Rule Construction Act.
- C. Conflicts with state or federal laws or rules.. If any state law, or a state rule adopted by the department or a federal law or regulation grants greater rights to an individual or public agency than these rules provide, the provision(s) granting greater rights shall control to the extent necessary to avoid a conflict.

Cimarron Municipal Schools Board Policy along with this Handbook of Procedures constitute the Policies and Procedures of Cimarron Municipal Schools which are designed to be consistent with the State policies and procedures developed pursuant to the IDEA.

The NMPED also provides guidance to local educational agencies in implementing the IDEA. To the extent that the NMPED’s guidance is consistent with the IDEA and does not impose a requirement that is not otherwise imposed by the IDEA without the specific notice required under 34 C.F.R. §300.299(a)(2), Cimarron Municipal Schools will follow the guidance of the NMPED.

Cimarron Municipal Schools Special Education Handbook of Procedures is not for the purpose of creating a requirement that is not otherwise imposed by the IDEA (and its implementing federal regulations, state statutes and rules) and shall not be construed to create a higher standard. This Handbook of Procedures developed by the Superintendent or at the Superintendent’s direction shall be posted on Cimarron Municipal Schools website. Cimarron Municipal Schools Special Education Handbook of Procedures should be interpreted consistent with the IDEA.

Cimarron Municipal Schools Special Education Handbook of Procedures is reviewed and updated, as needed, on at least an annual basis. Cimarron Municipal Schools will make timely changes to policies and procedures in response to IDEA amendments, regulatory or rule changes, changes to State policy, or new legal interpretation as are necessary to bring Cimarron Municipal Schools into compliance with the requirements of IDEA.

<p><a href="#">§ 300.1 Purposes.</a></p>		
<p>The purposes of this part are—</p> <ul style="list-style-type: none"> <li>(a) To ensure that all children with disabilities have available to them a free appropriate public education that emphasizes special education and related services designed to meet their unique needs and prepare them for further education, employment, and independent living;</li> <li>(b) To ensure that the rights of children with disabilities and their parents are protected;</li> <li>(c) To assist States, localities, educational service agencies, and Federal agencies to provide for the education of all children with disabilities; and</li> <li>(d) To assess and ensure the effectiveness of efforts to educate children with disabilities.</li> </ul> <p>(Authority: 20 U.S.C. 1400(d))</p>	<p><b>6.31.2.2 NMAC. SCOPE:</b></p> <p>The requirements of these rules are binding on each New Mexico public agency that has direct or delegated authority to provide special education and related services, regardless of whether that public agency is receiving funds under the Individuals with Disabilities Education Improvement Act of 2004 and regardless of whether it provides special education and related services directly, by contract or through other arrangements such as referrals by the public agency to private schools or facilities. Each public agency is responsible for ensuring that all rights and protections under these rules are afforded to children referred to or placed in private schools or facilities including residential treatment centers, day treatment centers, hospitals, or mental health institutions by that public agency.</p> <p><b>6.31.2.6 NMAC. OBJECTIVE:</b></p> <p>The following rule is promulgated to assist New Mexico public agencies in appropriately identifying and providing educational services for children with disabilities and gifted children. The purposes of this rule are to ensure that all children with disabilities have available a free appropriate public education which includes special education and related services to meet their unique needs; to ensure that the rights of children with disabilities and gifted children and their parents are protected; to assist public agencies to provide for the education of all children with disabilities and gifted children; and to evaluate and ensure the effectiveness of efforts to educate those children.</p>	<p>Cimarron Municipal Schools maintains systems to ensure that all children with disabilities residing in the District, including children with disabilities attending non-public schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and provided a free appropriate public education (FAPE).</p> <p>Cimarron Municipal Schools maintains systems to ensure that children with disabilities and their parents are afforded the procedural safeguards required under the IDEA (and its implementing federal regulations, state statutes and rules) including with respect to the confidentiality of records and personally identifiable information.</p>

<p><a href="#">§ 300.2 Applicability of this part to State and local agencies.</a></p>		
<p>(a) <i>States.</i> This part applies to each State that <i>receives</i> payments under Part B of the Act, as <i>defined</i> in §</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR</b></p>	<p>In New Mexico, there are two state-supported educational programs that were created for the express</p>

<p>300.4.</p> <p>(b) <i>Public agencies within the State.</i> The provisions of this part—</p> <p>(1) Apply to all political subdivisions of the State that are involved in the education of children with disabilities, including:</p> <p>(i) The State educational agency (SEA).</p> <p>(ii) Local educational agencies (LEAs), educational service agencies (ESAs), and public charter schools that are not otherwise included as LEAs or ESAs and are not a school of an LEA or ESA.</p> <p>(iii) Other State agencies and schools (such as Departments of Mental Health and Welfare and State schools for children with deafness or children with blindness).</p> <p>(iv) State and local juvenile and adult correctional facilities; and</p> <p>(2) Are binding on each public agency in the State that provides special education and related services to children with disabilities, regardless of whether that agency is receiving funds under Part B of the Act.</p> <p>(c) <i>Private schools and facilities.</i> Each public agency in the State is responsible for ensuring that the rights and protections under Part B of the Act are given to children with disabilities—</p> <p>(1) Referred to or placed in private schools and facilities by that public agency; or</p> <p>(2) Placed in private schools by their parents under the provisions of §300.148.</p> <p>(Authority: 20 U.S.C. 1412)</p>	<p><b>CHILDREN WITH DISABILITIES:</b></p> <p>J. Children in state-supported educational programs.</p> <p>(1) Children placed or referred by other public agencies.</p> <p>(a) <i>Applicability.</i> The rules in this Paragraph (1) of Subsection J of 6.31.2.11 NMAC apply to children with disabilities who are being considered for placement in a state-supported educational program or facility by another public agency as a means of providing special education and related services.</p> <p>(b) <i>Responsibility.</i> Each public agency shall ensure that a child with a disability who is being considered for placement in a state-supported educational program by another public agency has all the rights of a related services:</p> <p>(i) in conformance with an IEP;</p> <p>(ii) at no cost to the child’s parents; and</p> <p>(iii) at a school or facility that is accredited by the department or licensed by the New Mexico department of health.</p> <p>(c) <i>Service delivery.</i> With informed parent consent pursuant to 34 CFR Sec. 300.300 and Subsection F of 6.31.2.13 NMAC, and pursuant to the procedures in 34 CFR Sec. 300.304 and Subsection D of 6.31.2.10 NMAC, the state-supported program may conduct such additional evaluations and gather such additional information as it considers necessary to assist the IEP team in making the placement decision. The referring public agency and the receiving state-supported educational program shall be jointly responsible for developing IEPs and ensuring that the child receives a free appropriate public education.</p> <p>(d) <i>Joint IEPs and interagency agreements.</i> Responsibility for services for children placed in or referred to state-supported educational programs shall be defined by a jointly agreed</p>	<p>purpose of meeting the needs of students with disabilities in the State.</p> <p>The <a href="#">New Mexico School for the Blind and Visually Impaired</a> (NMSBVI) is a specialized school which provides residential, academic, support, early childhood programs, summer camps and outreach services to the blind and visually impaired students of New Mexico. NMSBVI is an entirely special education school. Today, the main campus is still located on the original site in Alamogordo with an Early Childhood Program and Outreach Program housed in Albuquerque, New Mexico.</p> <p>More information is available on the NMSBVI website.</p> <p>With a long history of serving children and youth who are deaf or hard of hearing, the <a href="#">New Mexico School for the Deaf</a> (NMSD) offers the following programs to the state:</p> <ul style="list-style-type: none"> <li>■ Preschools and kindergartens - comprehensive and stimulating learning environments for young children</li> <li>■ Academics - grades 1 through 12, which encompass traditional and elective subjects with a special emphasis on language and literacy development</li> <li>■ Student Life - a wide range of residential, educational and recreational after-school activities, such as athletics, clubs and life skills development</li> <li>■ Step*Hi - statewide, family-centered, early intervention services for babies, toddlers and young children</li> <li>■ Outreach - statewide information and educational support to public schools serving children and youth who are deaf or hard of hearing</li> <li>■ Summer Program - a place where NMSD and non-NMSD students who are deaf or hard of hearing, and in grades 3 – 12, come together in fun, adventurous, academic and non-academic ways</li> </ul>
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	<p>upon IEP or other written agreement between the referring public agency and the state-supported program.</p> <p>(e) Annual review. At least annually, the referring public agency, the state-supported educational program and the parent shall jointly review the child’s IEP and revise it as the joint IEP team deems appropriate.</p> <p>(2) Children enrolled in state-supported educational programs by parents or other public authorities. A state-supported educational program that accepts a child with a disability at the request of a parent or upon the request or order of a noneducational public authority, and without inviting the public agency that has primary responsibility for serving the child to participate in the IEP process, assumes all responsibility for ensuring the provision of FAPE. The child’s LEA or another public agency with educational jurisdiction may agree to share the responsibility pursuant to a joint IEP or other written agreement between the state-supported program, the other agency and, if appropriate, the parent.</p> <p>K. Children at the New Mexico School for the Deaf (NMSD).</p> <p>(1) NMSD is a state educational agency established to provide educational services to persons who are 21 years of age or younger on the first day of school, who are deaf or hard of hearing, and who may have one or more other disabilities. The school serves as a special school on the continuum of placement options. The school serves students who require specialized or intensive educational services or services related to hearing impairment or deafness. NMSD provides a variety of services to the students and school districts around the state, including outreach, consultation, and training services. NMSD also provides comprehensive services on a day or residential basis. The comprehensive day and residential programs are</p>	<p>More information is available on the NMSD website. <a href="#">New Mexico School for the Deaf</a></p>
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	<p>not intended to serve students whose needs are appropriately addressed in a group home or hospital setting or in a residential treatment facility.</p> <p>(2) To be eligible to receive free services from NMSD, a student shall be deaf or hearing impaired as determined by an audiological evaluation and be a resident of New Mexico.</p> <p>(3) The student's resident school district shall conduct child find, pursuant to 34 CFR Sec. 300.111 and Subsection A of 6.31.2.10 NMAC.</p> <p>(4) In addition to the requirements of identification, evaluations, and eligibility determinations of students with disabilities pursuant to 6.31.2.10 NMAC and 34 CFR Secs. 300.100 through 300.230 and 300.300 through 300.328, if a student's resident school district finds, has reason to know, or receives documentation that a student is deaf, has a hearing impairment, or is deafblind, the following criteria shall apply</p> <p>(a) the resident school district shall convene the initial IEP team meeting;</p> <p>(b) the IEP team shall include members specified in Paragraph (11) of Subsection B of 6.31.2.7 NMAC, including staff from the NMSD if invited by the parent or the resident school district pursuant 34 CFR Sec. 300.321(a)(6);</p> <p>(c) the resident school district shall provide the parents of the student with information on the continuum of alternative placements, including the alternative placements listed in the definition of special education under 34 CFR Sec. 300.39 (instruction in regular classrooms, special classes, special schools, home instruction, and instruction in hospitals and institutions); and supplementary services, such as resource room or itinerant instruction, to be provided in conjunction with regular class placement;</p>	
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	<p>(d) in addition to the requirements of Subsection B of 6.31.2.11 NMAC, the IEP team shall be tasked with:</p> <ul style="list-style-type: none"> <li>(i) determining if the student has a hearing disability, which impacts the student's ability to access education, ability to develop language or communication, social emotional development, and/or overall development; and</li> <li>(ii) determining the student's placement in the least restrictive environment, in compliance with 34 CFR Secs. 300.114 through 300.120 and Subsection C of 6.31.2.11 NMAC, which for the student may be an environment specifically designed for deaf and hard of hearing children, and whether this is the most appropriate setting in providing educational services and supports to meet the student's IEP.</li> </ul> <p>(e) the student's placement, whether in the resident school district, NMSD, or other educational entity, is the entity that shall have full responsibility for FAPE and all services defined in the student's IEP unless the resident school district and NMSD agree to share services, responsibilities, and costs pursuant to 34 CFR Sec. 300.103; and</p> <p>(f) the composition of the IEP team after a student's placement and service determinations shall:</p> <ul style="list-style-type: none"> <li>(i) include a representative from the resident school district at the request of the parent, NMSD, or the resident school district if the final placement for the student is at NMSD; and</li> <li>(ii) include a representative from NMSD at the request of the parent, the resident school district, or NMSD if the final placement for the student is at the resident school district or other educational entity.</li> </ul>	
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	<p>L. Children at the New Mexico school for the blind and visually impaired (NMSBVI).</p> <p>(1) NMSBVI is a state educational agency established to provide educational services for students who are 21 years of age or younger on the first day of school and who have a diagnosed visual impairment and who may have one or more other disabilities. The school serves as a special school on the continuum of placement options. The school serves students who require specialized or intensive educational services or services related to the visual impairment or blindness and those who need extensive training related to the expanded core curriculum for blind and visually impaired students. NMSBVI provides a variety of services to the students and school districts around the state, including outreach, consultation, and training services. NMSBVI also provides comprehensive services on a day or residential basis. The comprehensive day and residential programs are not intended to serve students whose needs are appropriately addressed in a group home or hospital setting or in a residential treatment facility.</p> <p>(2) To be eligible to receive free services from the NMSBVI, a student shall have a visual impairment or blindness as determined by a medical eye exam and be a resident of New Mexico.</p> <p>(3) The student's resident school district shall conduct child find, pursuant to 34 CFR Sec. 300.111 and Subsection A of 6.31.2.10 NMAC.</p> <p>(4) In addition to the requirements of identification, evaluations, and eligibility determinations of students with disabilities pursuant to 6.31.2.10 NMAC and 34 CFR Secs. 300.100 through 300.230 and 300.300 through 300.328, if a student's resident school district finds, has reason to know, or receives documentation that a student is blind, has a visual impairment, or is deafblind,</p>	
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	<p>the following criteria shall apply:</p> <ul style="list-style-type: none"> <li>(a) the resident school district shall convene the initial IEP team meeting;</li> <li>(b) the IEP team shall include members specified in Paragraph (11) of Subsection B of 6.31.2.7 NMAC, including staff from NMSBVI if invited by the parent or the resident school district pursuant 34 CFR Sec. 300.321(a)(6);</li> <li>(c) the resident school district shall provide the parents of the student with information on the continuum of alternative placements, including the alternative placements listed in the definition of special education under 34 CFR Sec. 300.39 (instruction in regular classrooms, special classes, special schools, home instruction, and instruction in hospitals and institutions); and supplementary services, such as resource room or itinerant instruction, to be provided in conjunction with regular class placement;</li> <li>(d) in addition to the requirements of Subsection B of 6.31.2.11 NMAC, the IEP team shall be tasked with: <ul style="list-style-type: none"> <li>(i) determining if the student has a visual disability, which impacts the student's ability to access education, ability to develop language or communication, social emotional development, and/or overall development; and</li> <li>(ii) determining the student's placement in the least restrictive environment, in compliance with 34 CFR Secs. 300.114 through 300.120 and Subsection C of 6.31.2.11 NMAC, which for the student may be an environment specifically designed for blind or visually impaired children, and whether this is the most appropriate setting in providing educational services and supports to</li> </ul> </li> </ul>	
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	<p>meet the student’s IEP.</p> <p>(e) the student’s placement, whether in the resident school district, NMSBVI, or other educational entity, is the entity that shall have full responsibility for FAPE and all services defined in the student’s IEP unless the resident school district and NMSBVI agree to share services, responsibilities, and costs pursuant to 34 CFR Sec. 300.103; and</p> <p>(f) the composition of the IEP team after a student’s placement and service determinations shall:</p> <p>(i) include a representative from the resident school district at the request of the parent, NMSBVI, or the resident school district if the final placement for the student is at NMSBVI; and</p> <p>(ii) include a representative from NMSBVI at the request of the parent, the resident school district, or NMSBVI if the final placement for the student is at the resident school district or other educational entity.</p> <p>M. Children in detention and correctional facilities.</p> <p>(1) If a child with a disability is placed in a juvenile or adult detention or correctional facility, the facility shall provide the child with FAPE after the facility learns that the child had been eligible for special education and related services in the last educational placement prior to incarceration or otherwise determines that the child is eligible.</p> <p>...</p> <p>(5) A state-supported educational program that serves a juvenile or adult detention or correctional facility shall be responsible for ensuring that FAPE is provided to eligible children in that facility.</p> <p>(6) The local school district in which a detention or correctional facility is located (that is not served by a state-supported educational program) shall be</p>	
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	<p>responsible for ensuring that FAPE is made available to eligible children in that facility. A child's LEA of residence or another public agency with educational jurisdiction may agree to share the responsibility pursuant to a written agreement between or among the public agencies involved.</p> <p>...</p> <p>N. Children in private schools or facilities.</p> <p>...</p> <p>(6) If not otherwise governed by this rule, the department will determine which school district is responsible for the cost of educating a qualified student in need of special education who has been placed in a private school or facility outside the qualified student's resident school district in accordance with the following procedures.</p> <p>(a) The receiving school district shall notify the SED of the department in writing no later than thirty (30) days after the receiving school district receives notice of the placement. The notice, as described on the department's website, shall include: name of student, date of birth of student, date of placement, information regarding the qualified student's resident school district, documentation of placement, including student's IEP, cost of placement, and any other information deemed relevant by the SED. The receiving school district shall provide a copy of the notice to the school district identified as the student's resident school district.</p> <p>(b) The school district identified as the student's resident school district may provide any additional information it deems relevant. Such additional information shall be provided no later than 15 days after the resident school district receives its copy of the notice described in Subparagraph (a) of this paragraph.</p> <p>(c) No later than 60 days after its receipt of the</p>	
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	<p>notice described in Subparagraph (a) of this paragraph, the SED will issue its determination as to which school district is responsible for the cost of educating the student, together with the amount of any reasonable reimbursement owed to the receiving school district. The SED may extend the 60 day timeline for good cause.</p>	
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<p><a href="#">Definitions Used in This Part</a></p>		
	<p><b>6.31.2.7 NMAC DEFINITIONS:</b></p> <p>A. Terms defined by federal laws and rules. All terms defined in the following federal laws and rules and any other federally defined terms that are incorporated there by reference are incorporated here for purposes of these rules.</p> <ol style="list-style-type: none"> <li>(1) The federal Individuals with Disabilities Education Improvement Act of 2004 (IDEA), 20 USC Sec. 1400 et seq..</li> <li>(2) The IDEA rules, 34 CFR Parts 300 and 301 \.</li> <li>(3) Pursuant to the paperwork reduction provisions of IDEA 20 USC Sec. 1408, all definitions, with the exception of those found in Subsection B of 6.31.2.7NMAC, contained in IDEA Parts 300 and 301 at 34 CFR Secs. 300.1 through 300.45, will be adopted by reference.</li> </ol> <p><b>NMSA 1978, § 22-5-4.12. Use of restraint and seclusion; techniques; requirements</b></p> <p>...</p> <p>I. For the purposes of this section:</p> <ol style="list-style-type: none"> <li>(1) "first responder" means a person based outside of a school who functions within the emergency medical services system and who is dispatched to a school to provide initial emergency aid;</li> </ol>	<p>Cimarron Municipal Schools utilizes the definitions in the IDEA, its implementing federal regulations, state statutes and rules. Cimarron Municipal Schools, by reference in these procedures, and through staff development (as appropriate), shall ensure that personnel are knowledgeable regarding these definitions, and the standards and criteria established through these definitions.</p>



	<p>(2) "mechanical restraint" means the use of any device or material attached or adjacent to the student's body that restricts freedom of movement or normal access to any portion of the student's body and that the student cannot easily remove, but "mechanical restraint" does not include mechanical supports or protective devices; 6.11.2.7 NMAC (P)(2020);</p> <p>(3) "physical restraint" means the use of physical force without the use of any device or material that restricts the free movement of all or a portion of a student's body, but "physical restraint" does not include physical escort; 6.11.2.7 NMAC (R)(2020);</p> <p>(4) "restraint" when not otherwise modified means mechanical or physical restraint; 6.11.2.7 NMAC (V)(2020));</p> <p>and</p> <p>(5) "seclusion" means the involuntary confinement of a student alone in a room from which egress is prevented. "Seclusion" does not mean the use of a voluntary behavior management technique, including a timeout location, as part of a student's education plan, individual safety plan, behavioral plan or individualized education program that involves the student's separation from a larger group for purposes of calming." (6.11.2.7.NMAC (X)(2020))</p>	
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<p><a href="#">§ 300.4 Act.</a></p>		
<p><i>Act</i> means the Individuals with Disabilities Education Act, as amended.</p> <p>(Authority: 20 U.S.C. 1400(a))</p>	<p><b>6.31.2.7.NMAC DEFINITIONS:</b> B. The following terms shall have the following meanings for purposes of these rules. ... (12) "Individuals with Disabilities Education Improvement Act" or "IDEA" means the federal Individuals with Disabilities Education Improvement Act of 2004, 20 USC Secs. 1401 et seq., including future amendments. .</p>	

<a href="#"><u>§ 300.5 Assistive technology device.</u></a>		
<p><i>Assistive technology device</i> means any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of a child with a disability. The term does not include a medical device that is surgically implanted, or the replacement of such device.</p> <p>(Authority: 20 U.S.C. 1401(1))</p>		<p>The definition of <i>assistive technology device</i> does not list specific devices, nor would it be practical or possible to include an exhaustive list of assistive technology devices. However, medical devices that are surgically implanted, including those used for breathing, nutrition, and other bodily functions, are excluded from the definition of an <i>assistive technology device</i> in section 602(1)(B) of the Act. The exclusion applicable to a medical device that is surgically implanted includes both the implanted component of the device, as well as its external components. (See 71 Fed. Reg. 46547 (August 14, 2006))</p>

<a href="#"><u>§ 300.6 Assistive technology service.</u></a>		
<p><i>Assistive technology service</i> means any service that directly assists a child with a disability in the selection, acquisition, or use of an assistive technology device. The term includes—</p> <ul style="list-style-type: none"> <li>(a) The evaluation of the needs of a child with a disability, including a functional evaluation of the child in the child’s customary environment;</li> <li>(b) Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices by children with disabilities;</li> <li>(c) Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;</li> <li>(d) Coordinating and using other therapies, interventions, or services with assistive technology devices, such as those associated with existing education and rehabilitation plans and programs;</li> </ul>		

<p>(e) Training or technical assistance for a child with a disability or, if appropriate, that child's family; and</p> <p>(f) Training or technical assistance for professionals (including individuals providing education or rehabilitation services), employers, or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of that child.</p> <p>(Authority: 20 U.S.C. 1401(2))</p>		
<p>“CFR”. (Not defined in federal regulations; see New Mexico Rules).</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>(1) “CFR” means the code of federal regulations, including future amendments.</p>	
<p><a href="#">§ 300.7 Charter school.</a></p>		
<p><i>Charter school</i> has the meaning given the term in section 4310(2) of the Elementary and Secondary Education Act of 1965, as amended, 20 U.S.C. 6301 <i>et seq.</i> (ESEA).</p> <p>(Authority: 20 U.S.C. 7221i(2))</p>		
<p><a href="#">§ 300.8 Child with a disability.</a></p>		
<p>(a) <i>General.</i></p> <p>(1) <i>Child with a disability</i> means a child evaluated in accordance with §§ 300.304 through 300.311 as having mental retardation, a hearing impairment (including deafness), a speech or language impairment,</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p>	<p>The NMPED has issued a guidance document titled, <a href="#">New Mexico Technical Evaluation and Assistance Manual: Determining Eligibility for IDEA Part B Special Education Services</a> (, December 2017), available through the NMPED website.</p>

<p>a visual impairment (including blindness), a serious emotional disturbance (referred to in this part as “emotional disturbance”), an orthopedic impairment, autism, traumatic brain injury, another health impairment, a specific learning disability, deaf-blindness, or multiple disabilities, and who, by reason thereof, needs special education and related services.</p> <p>(2)</p> <p>(i) Subject to paragraph (a)(2)(ii) of this section, if it is determined, through an appropriate evaluation under §§ 300.304 through 300.311, that a child has one of the disabilities identified in paragraph (a)(1) of this section, but only needs a related service and not special education, the child is not a child with a disability under this part.</p> <p>(ii) If, consistent with § 300.39(a)(2), the related service required by the child is considered special education rather than a related service under State standards, the child would be determined to be a child with a disability under paragraph (a)(1) of this section.</p> <p>(b) <i>Children aged three through nine experiencing developmental delays. Child with a disability for children aged three through nine (or any subset of that age range, including ages three through five), may, subject to the conditions described in §300.111(b), include a child—</i></p> <p>(1) Who is experiencing developmental delays, as defined by the State and as measured by appropriate diagnostic instruments and procedures, in one or more of the following areas: Physical development, cognitive development, communication development, social or emotional development, or adaptive</p>	<p>(2) <b>“Child with a disability”</b> means a child who meets all requirements of 34 CFR Sec. 300.8 and :</p> <p>(a) is age three through 21 or who will turn age threathat any time during the school year;</p> <p>(b) has been evaluated in accordance with 34 CFR Secs. 300.304-300.311 and any additional requirements of these or other department rules and standards and as having one or more of the disabilities specified in 34 CFR Sec. 300.8 including an intellectual disability; a hearing impairment including deafness, a speech or language impairment; a visual impairment including blindness; emotional disturbance; orthopedic impairment; autism; traumatic brain injury; other health impairment; a specific learning disability; deaf-blindness; or being developmentally delayed as defined in paragraph (4)of Section B of 6.31.2.7 NMAC;(correct citation 6.31.2.7 (B)(3)) ; and who has not received a high school diploma; and</p> <p>(c) at the discretion of each local educational agency and subject to the additional requirements of Paragraph (2) of Subsection F of 6.31.2.10 NMAC, may include a child age three through nine; who is evaluated as being developmentally delayed and who, because of that condition, needs special education and related services.</p> <p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(3) <b>“Developmentally delayed”</b> means a child age three through nine or who will turn age three at any time during the school year: with documented delays in development which are at least two standard</p>	<p>For each eligibility category, the Initial Evaluation section in the NM TEAM (December 2017) outlines the assessments, observations, and data that Cimarron Municipal Schools expects the evaluation team to gather throughout the initial evaluation process. This section includes: Highly Recommended Components and Potential Additional Components. The Highly Recommended Components are those components that Cimarron Municipal Schools considers most critical for making an eligibility determination under a specific eligibility category. The Potential Additional Components are those that evaluation teams will most commonly identify as other areas of need for a particular child when considering a specific category. However, Cimarron Municipal Schools reminds evaluation teams that these two lists are not all-inclusive. Each evaluation is unique and should reflect the specific child’s needs as identified by the evaluation team. In addition, Cimarron Municipal Schools reminds evaluation teams that in some cases, standardized measures may not provide the most accurate representation of a child’s abilities or there may not be an appropriate standardized measure for the area being assessed. In these cases, evaluation teams may find that it is necessary to use alternative methods to obtain the data that they need. Cimarron Municipal Schools expect these decisions and their underlying rationale to be clearly documented. With rare exception, Cimarron Municipal Schools expects the evaluation team to include all of the elements outlined under Highly Recommended Components and to also consider the Potential Additional Components, as appropriate for each individual child. Cimarron Municipal Schools expects a team to document any deviation from these guidelines. (See NM TEAM, December2017)</p> <p>The report prepared by the group of qualified professionals will address whether the child meets or, in the case of a reevaluation, continues to meet the specific eligibility criteria for the disability or disabilities being evaluated and whether, by reason of the disability or disabilities, the child needs or continues to need special education and related services. Upon completion of the</p>
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<p>development; and</p> <p>(2) Who, by reason thereof, needs special education and related services.</p> <p>(c) Definitions of disability terms. The <i>terms</i> used in this definition of a child with a disability are defined as follows:</p> <p>(1)</p> <p>(i) Autism means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences.</p> <p>(ii) Autism does not apply if a child's educational performance is adversely affected primarily because the child has an emotional disturbance, as defined in paragraph (c)(4) of this section.</p> <p>(iii) A child who manifests the characteristics of autism after age three could be identified as having autism if the criteria in paragraph (c)(1)(i) of this section are satisfied.</p> <p>(2) <i>Deaf-blindness</i> means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with</p>	<p>deviations below the mean on a standardized test instrument or 30 per cent below chronological age; and who in the professional judgment of the IEP team and one or more qualified evaluators needs special education and related services in at least one of the following areas: communication development, cognitive development, physical development, social or emotional development or adaptive development. Use of the developmentally delayed option by individual local educational agencies is subject to the further requirements of Paragraph 2 of Subsection F of 6.31.2.10 NMAC. Local educational agencies shall use appropriate diagnostic instruments and procedures to ensure that the child qualifies as a child with a developmental delay in accordance with the definition in this paragraph.</p> <p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(4) <b>"Dual discrepancy"</b> means the child does not achieve adequately for the child's age or to meet grade-level standards established in New Mexico standards for excellence 6.29.1 through 6.29.17 NMAC and</p> <p>(a) does not make sufficient progress to meet age or grade-level standards; or</p> <p>(b) exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, grade level standards or intellectual development.</p> <p>(5) <b>"Dyslexia"</b> means a condition of neurological origin that is characterized by difficulty with accurate or fluent word recognition and by poor spelling and decoding abilities, which characteristics typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of</p>	<p>evaluation, the group of qualified professionals and the parent ("the Eligibility Determination Team") will determine whether the child is eligible for special education services under the IDEA.</p> <p>The NM TEAM (December 2017) contains Initial and Reevaluation Eligibility Determination Forms at the end of each disability category section to guide the Eligibility Determination Team in making an eligibility determination under each of the disability categories. Cimarron Municipal Schools's Eligibility Determination Team will consider and utilize, as appropriate, the information within these forms including the series of questions. (See NM TEAM, December 2017)</p> <p><u>Developmental Delay</u></p> <p>Cimarron Municipal Schools does use the term developmental delay (DD). An initial evaluation for DD may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); completing direct observations across multiple settings and times; administering and analyzing assessment of developmental skills in areas of suspected disability, including one or more of the following: motor skills assessment, assessment of cognitive abilities, speech/language/communication assessment, social/emotional assessment, adaptive behavior information, including the areas of conceptual, social, and practical skills; conducting an assessment of pre-academic skills and/or academic achievement skills; completing multiple direct observations across both structured and unstructured settings and at various times; and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child's present levels of performance. A child with a disability who only needs a</p>
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<p>deafness or children with blindness.</p> <p>(3) <i>Deafness</i> means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.</p> <p>(4)</p> <p>(i) <i>Emotional disturbance</i> means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:</p> <p>(A) An inability to learn that cannot be explained by intellectual, sensory, or health factors.</p> <p>(B) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.</p> <p>(C) Inappropriate types of behavior or feelings under normal circumstances.</p> <p>(D) A general pervasive mood of unhappiness or depression.</p> <p>(E) A tendency to develop physical symptoms or fears associated with personal or school problems.</p> <p>(ii) Emotional disturbance includes schizophrenia. The term does not apply to children who are socially maladjusted, unless it is determined that they have an emotional disturbance under paragraph (c)(4)(i) of this section.</p>	<p>effective classroom instruction and may result in problems in reading comprehension and reduced reading experience that may impede the growth of vocabulary and background knowledge.</p> <p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(20)</p> <p>...</p> <p>(b) Speech-language pathology services shall meet the following standards to be considered special education:</p> <p>(i) the service is provided to a child who has received appropriate tier I universal screening under Subsection D of 6.29.1.9 NMAC[Correct citation 6.29.1.9 (E)] as it may be amended from time to time, before being properly evaluated under 34 CFR Secs. 300.301-300.306 and Subsection D of 6.31.2.10 NMAC;</p> <p>(ii) the IEP team that makes the eligibility determination finds that the child has a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance;</p> <p>(iii) the speech language pathology service consists of specially designed instruction that is provided to enable the child to have access to the general curriculum and meet the educational standards of the public agency that apply to all children; and</p> <p>(iv) the service is provided at no cost to the</p>	<p>related service and not special education is not eligible under IDEA, and is not eligible to receive related services. (See NM TEAM, December 2017) for potential additional components and reevaluation guidance.)</p> <p>Cimarron Municipal Schools recognizes the NMPED guidance with the September 24, 2020 Memorandum: <a href="#">Clarification of special education and related services in New Mexico related to the eligibility category of Developmental Delay (DD), (2020)</a> Cimarron Municipal Schools, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p> <p><u>Autism</u></p> <p>In New Mexico, an operational definition of autism has been developed using a medical model from the Diagnostic and Statistical Manual of Mental Disorders-Fifth Edition (DSM-5), with Autism Spectrum Disorder classified under the autism eligibility category for purposes of determining eligibility under Individuals with Disabilities Education Act (IDEA). This broad DSM-5 category and criteria provides valuable descriptive information for evaluators as they attempt to address autism in school settings. However, it is not necessary for an EDT to determine that the child meets the DSM-5 criteria in order to be found eligible for special education and related services under the eligibility category of autism. In addition, Cimarron Municipal Schools expects the evaluation team to be mindful of the fact that they are making an educational, not a medical, determination and that children must also demonstrate a need for special education services in order to be eligible for services under the eligibility category of autism under IDEA (2004). (See NM TEAM, December 2017)</p> <p>An initial evaluation for autism may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and</p>
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<p>(5) <i>Hearing impairment</i> means an impairment in hearing, whether permanent or fluctuating, that adversely affects a child’s educational performance but that is not included under the definition of deafness in this section.</p> <p>(6) <i>Intellectual disability</i> means significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a child’s educational performance</p> <p>(7) <i>Multiple disabilities</i> means concomitant impairments (such as mental retardation-blindness or mental retardation-orthopedic impairment), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. Multiple disabilities does not include deaf-blindness.</p> <p>(8) <i>Orthopedic impairment</i> means a severe orthopedic impairment that adversely affects a child’s educational performance. The term includes impairments caused by a congenital anomaly, impairments caused by disease (e.g., poliomyelitis, bone tuberculosis), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).</p> <p>(9) <i>Other health impairment</i> means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that—</p> <p>(i) Is due to chronic or acute health</p>	<p>parents under a properly developed IEP that meets the requirements of Subsection B of 6.31.2.11 NMAC.</p> <p><b>NMSA 1978, § 22-13-32 (2019): INTERVENTION FOR STUDENTS DISPLAYING CHARACTERISTICS OF DYSLEXIA.</b></p> <p>A. Within the course of the 2019-2020 and 2020-2021 school years and in each subsequent school year, all first grade students shall be screened for dyslexia.</p> <p>B. A student whose dyslexia screening demonstrates characteristics of dyslexia and who is having difficulty learning to read, write, spell, understand spoken language or express thoughts clearly shall receive appropriate classroom interventions or be referred to a student assistance team.</p> <p>C. In accordance with department response to intervention procedures, guidelines and policies, each school district or charter school shall provide timely, appropriate, systematic, scientific, evidence-based interventions prescribed by the student assistance team, with progress monitoring to determine the student's response or lack of response.</p> <p>D. A parent of a student referred to a student assistance team shall be informed of the parent's right to request an initial special education evaluation at any time during the school district's or charter school's implementation of the interventions prescribed by the student assistance team. If the school district or charter school agrees that the student may have a disability, the student assistance team shall refer the child for an evaluation. The student shall be evaluated within sixty days of receiving the parental consent for an initial evaluation. If the school district or charter school refuses the parent's request for an initial evaluation, the school district or charter school shall provide written notice of the refusal to the parent, including notice of the parent's right to challenge the school district's or</p>	<p>existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); completing direct observations across multiple settings; conducting an assessment of cognitive abilities; completing a systematic review of individual academic achievement performance including formal and informal measures; administering an individual academic achievement assessment in the area(s) of suspected need and for which instruction and intervention have been documented; conducting an adaptive behavior assessment including information in the areas of conceptual, social and practical skills; conducting a speech/language/communication assessment; conducting a sensory processing and motor skills assessment; conducting a social/emotional assessment; gathering autism specific information through the use of an autism instrument; completing a transition assessment, including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Deaf-Blindness</u></p> <p>An initial evaluation for deaf-blindness may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); obtaining a current, comprehensive audiological evaluation by a licensed audiologist to determine degree and type of hearing loss, including the assessment of hearing levels (both aided and unaided) and the functional use of hearing; obtaining an eye examination conducted by a licensed eye specialist, such as an ophthalmologist or an</p>
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<p>problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette syndrome; and</p> <p>(ii) Adversely affects a child's educational performance.</p> <p>(10) Specific learning disability—</p> <p>(i) <i>General.</i> Specific learning disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.</p> <p>(ii) <i>Disorders not included.</i> Specific learning disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of mental retardation, of emotional disturbance, or of environmental, cultural, or economic disadvantage.</p> <p>(11) <i>Speech or language impairment</i> means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.</p> <p>(12) <i>Traumatic brain injury</i> means an acquired injury to the brain caused by an</p>	<p>charter school's decision as provided in state and federal law and rules</p> <p>E. Within the course of the 2019-2020 and 2020-2021 school years, every school district and charter school shall develop and implement a literacy professional development plan that includes a detailed framework for structured literacy training by a licensed and accredited or credentialed teacher preparation provider for all elementary school teachers and for training in evidence-based reading intervention for reading interventionists and special education teachers working with students demonstrating characteristics of dyslexia or diagnosed with dyslexia. The plan shall continue to be implemented each school year and may be updated as necessary. The department shall provide lists of recommended teacher professional development materials and opportunities for teachers and school administrators regarding evidence-based reading instruction for students at risk for reading failure and displaying the characteristics of dyslexia.</p> <p>F. School districts and charter schools shall train school administrators and teachers who teach reading to implement appropriate evidence-based reading interventions. School districts and charter schools shall train special education teachers to provide structured literacy training for students who are identified with dyslexia as a specific learning disability and who are eligible for special education services.</p> <p>G. The department shall provide technical assistance for special education diagnosticians and other special education professionals regarding the formal special education evaluation of students suspected of having a specific learning disability, such as dyslexia.</p> <p>H. The department shall adopt rules, standards and guidelines necessary to implement this section.</p>	<p>optometrist, to determine the presence of an eye condition; completing a functional vision evaluation coordinated by a licensed Teacher(s) of Students with Blindness/Visual Impairment; conducting a speech/language/communication assessment; obtaining a learning media assessment conducted by a licensed Teacher(s) of Students with Blindness/Visual Impairment; completing direct observations across multiple settings; completing a systematic review of individual academic achievement, including formal and informal measures; completing a transition assessment, including a functional vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child's present levels of performance. The eye examination written report (see NM TEAM, December 2017, Appendix B) must include the diagnosis of the eye condition, visual acuity, and recommendations in regard to using prescription lenses. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Hearing Impairment including Deafness</u></p> <p>An initial evaluation for hearing impairment including deafness may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); obtaining a current, comprehensive audiological evaluation by a licensed audiologist to determine degree and type of hearing loss, including the assessment of hearing levels (aided and unaided) and the functional use of hearing; conducting a speech/language/communication assessment; completing a systematic review of individual academic achievement, including formal and informal measures; administering an individual academic achievement assessment in the area(s) of suspected need and for</p>
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<p>external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child’s educational performance. Traumatic brain injury applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech. Traumatic brain injury does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.</p> <p>(13) <i>Visual impairment including blindness</i> means an impairment in vision that, even with correction, adversely affects a child’s educational performance. The term includes both partial sight and blindness.</p> <p>(Authority: 20 U.S.C. 1401(3); 1401(30))</p>		<p>which instruction and intervention have been documented; completing multiple direct observations across both structured and unstructured settings and various times; conducting a transition assessment, including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Emotional Disturbance</u></p> <p>Cimarron Municipal Schools expects that the initial eligibility determination under the category of emotional disturbance include the participation of a New Mexico licensed psychologist (clinical or school). (See NM TEAM, December 2017)</p> <p>With respect to the criterion that the student manifest one or more characteristics of emotional disturbance over a long period of time, “a long period of time” is a range of from two to nine months, assuming preliminary interventions have been implemented and proven ineffective during that period. (See OSEP Letter to Anonymous, 213 IDELR 247 (1989))</p> <p>With respect to the criterion that the student manifest one or more characteristics of emotional disturbance to a “marked degree,” this generally refers to the frequency, duration, or intensity of a student’s emotionally disturbed behavior in comparison to the behavior of peers, and can be indicative of either degree or acuity or pervasiveness. (See OSEP Letter to Anonymous, 213 IDELR 247 (1989))</p> <p>With respect to the criterion that the emotional disturbance adversely affects educational performance, Cimarron Municipal Schools expects the EDT to determine educational performance on an individual basis including non-academic as well as academic</p>
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		<p>standards as determined by standardized measures. (See <a href="#">OSEP Letter to Lybarger</a> 1990))</p> <p>An initial evaluation for emotional disturbance may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); completing multiple direct observations across both structured and unstructured settings and various times; completing a systematic review of individual academic achievement performance including formal and informal measures; administering an individual academic achievement assessment in the area(s) of suspected disability and for which instruction and intervention has been documented; conducting or reviewing and updating a functional behavioral assessment; conducting or obtaining a psychological evaluation consistent with the area(s) of suspected disability; using rating scales /checklists to collect data about frequency and intensity of behaviors (internalizing or externalizing); completing a transition assessment, including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Intellectual Disability</u></p> <p>An initial evaluation for intellectual disability may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an</p>
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		<p>interview with the parent(s)/guardian(s); completing multiple direct observations across both structured and unstructured settings and various times; conducting an assessment of cognitive abilities; obtaining adaptive behavior information including the areas of conceptual, social, and practical skills; documenting manifestation of the disability before the age of 18; completing a systematic review of individual academic achievement, including formal and informal measures; administering an individual academic achievement assessment in the areas of suspected disability and for which instruction and intervention have been documented; conducting a speech/language/communication evaluation; conducting a transition assessment, including a vocational evaluation, as appropriate; and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Multiple Disabilities</u></p> <p>Cimarron Municipal Schools expects that the highly recommended and potential additional components of an initial evaluation be determined by the evaluation team based upon the concomitant disabilities and the guidance provided in the NM TEAM that is specific to those areas of suspected disability and need for special education. (See NM TEAM, December 2017 for reevaluation guidance.)</p> <p><u>Orthopedic Impairment</u></p> <p>An initial evaluation for orthopedic impairment may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); documenting</p>
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		<p>medical diagnosis of a chronic orthopedic impairment (See NM TEAM, December 2017, Appendix B); completing multiple direct observations across both structured and unstructured settings and various times; conducting a motor skills assessment by a licensed occupational therapist, licensed physical therapist, or both; completing a systematic review of individual academic achievement, including formal and informal measures; administering an individual academic achievement assessment in the area(s) of suspected disability and for which instruction and intervention have been documented; conducting a transition assessment, including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Other Health Impairment</u></p> <p>The list of acute or chronic health conditions in the definition of other health impairment is not exhaustive, but rather provides examples of problems that children have that could make them eligible for special education and related services under the category of other health impairment. (See 71 Fed. Reg. 46550 (August 14, 2006))</p> <p>IDEA does not necessarily require a school district to conduct a medical evaluation for the purpose of determining whether a child has ADD/ADHD. If Cimarron Municipal Schools believes that a medical evaluation by a licensed physician is needed as part of the evaluation to determine whether a child suspected of having ADD/ADHD meets the eligibility criteria of the OHI category, or any other disability category under the IDEA, Cimarron Municipal Schools will ensure that this evaluation is conducted at no cost to the parents. (See <a href="#">OSEP Letter to Williams</a> (March 14, 1994))</p>
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		<p>If Cimarron Municipal Schools believes that there are other effective methods for determining whether a child suspected of having ADD/ADHD meets the eligibility requirements of the OHI category, then it is permissible for Cimarron Municipal Schools to use qualified personnel other than a licensed physician to conduct the evaluation as long as all of the protections in evaluation procedures are met. (See <a href="#">OSEP Letter to Williams</a> (March 14, 1994))</p> <p>An initial evaluation for other health impairment may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); obtaining documentation from a licensed physician or other qualified health professional, licensed to determine such conditions, that includes a diagnosis of a chronic or acute physical, physiological, or neurological impairment that results in limited strength, vitality, and/or alertness; completing an analysis of individual academic achievement, including formal and informal measures; administering an individual academic achievement assessment in the areas of suspected disability and for which instruction and intervention have been documented; completing direct observations across multiple settings, both structured and unstructured and at various times; if the referral concern being considered is attention, focus, and/or hyperactivity, obtaining behavior rating scales/checklists to collect data about the frequency and intensity of behaviors of concern (internalizing and externalizing), multiple time-sampled classroom observations, and a functional behavioral assessment; conducting a transition assessment, including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child's present levels of</p>
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		<p>performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Specific Learning Disability</u></p> <p>Cimarron Municipal Schools recognizes it must use the State criteria when determining whether a child has a Specific Learning Disability. In the specific learning disability category, Cimarron Municipal Schools expects that evaluation teams adhere to NM TEAM (December 2017) when evaluating a student for a suspected learning disability, as a means of ensuring compliance with State criteria. (See <a href="#">OSEP Letter to Massanari</a> (September 24, 2007); see also <a href="#">OSEP Letter to Zirkel</a> (August 15, 2007).</p> <p>An initial evaluation for a specific learning disability may include (highly recommended): for school aged-children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); completing direct observations across multiple settings, both structured and unstructured and at various times; analyzing observation completed in the child’s learning environments including the general classroom setting, either through the SAT process or as part of the initial evaluation process (the observation must be completed in all areas of difficulty); conducting a comprehensive assessment of cognitive abilities, including verbal and nonverbal skills; gathering and analyzing informal individual academic achievement data, including benchmark testing, progress monitoring, curriculum-based measures, running records, work samples, and criterion-referenced testing; gathering and analyzing formal individual academic achievement data in the area of suspected disability, including basic reading skills, reading fluency, reading comprehension, math, written expression, oral expression, and/or listening comprehension; conducting an assessment of cognitive processing skills in the areas related to the suspected area(s) of disability; conducting a transition assessment,</p>
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		<p>including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p>Cimarron Municipal Schools, Shall screen all first grade students for dyslexia. Should the students screening demonstrate characteristics of dyslexia and is having difficulty learning to read, write, spell, understand spoken language or express thoughts clearly Cimarron Municipal Schools shall provide the student appropriate classroom interventions or be referred to a Student assistance team (SAT). (See NMSA 1978, § 22-13-32).</p> <p>Cimarron Municipal Schools, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the District’s literacy professional development plan (applicable to all elementary school teachers, reading interventionists and special education teachers working with students demonstrating characteristics of dyslexia or diagnosed with dyslexia) implementing NMSA 1978, § 22-13-32 to ensure students receive evidence-based reading instruction.</p> <p>Cimarron Municipal Schools uses the NMPED manual, <a href="#">Dyslexia Handbook: A Guide to Teaching ALL Students to Read through Structured Literacy (2020)</a>, and <a href="#">New Mexico Technical Evaluation and Assessment Manual: Identification of Dyslexia Supplemental Narrative and Worksheet (2020)</a>, as its guiding documents in implementing the student intervention and Dyslexia Identification. Cimarron Municipal Schools, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p> <p><u>Speech-Language Impairment</u></p>
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		<p>An initial evaluation for a speech-language impairment (speech disorder) may include (highly recommended) : for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); conducting a functional communication assessment; assessing intelligibility of speech; administering an oral mechanism/oral motor exam; completing an analysis of a spontaneous speech sample with a focus on areas of concern; conducting a transition assessment, including a vocational evaluation (as indicated); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. In addition to the components listed above, the evaluation of articulation may include (highly recommended): assessing stimulability; and completing standardized and/or non-standardized inventory(ies) of speech sounds/phonological processes. In addition to the components listed above, the evaluation of voice may include (highly recommended): completing measures of and/or qualitative descriptions of quality, resonance, pitch, and volume. In addition to the components listed above, the evaluation of fluency may include (highly recommended): completing observations of oral, laryngeal, and respiratory behaviors; and completing a qualitative description of non-measurable aspects of fluency (i.e., coping behaviors, such as circumlocution, starter devices, postponement tactics, or attempts to disguise stuttering and emotional reactions). (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p>An initial evaluation for a speech-language impairment (language disorder) may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file; gathering and</p>
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		<p>analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); conducting a functional communication assessment; administering standardized and non-standardized assessments of receptive and expressive language in the areas of content (semantics), form (morphology and syntax), and use (pragmatics); completing a systematic review of individual academic achievement, including formal and informal measures; conducting a transition assessment, including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child's present levels of performance. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Traumatic Brain Injury</u></p> <p>An initial evaluation for traumatic brain injury may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); obtaining medical or historical documentation of a TBI, including premorbid functioning, if available; conducting a speech/language/communication assessment; conducting an assessment of cognitive abilities; completing a systematic review of individual academic achievement, including formal and informal measures; administering an individual academic achievement assessment in the area(s) of suspected disability for which instruction and intervention have been documented; conducting a sensory processing and motor skills assessment; obtaining adaptive behavior information in the areas of conceptual, social, and practical skills; completing multiple direct observations across both structured and unstructured settings and at various times; conducting a transition assessment, including a vocational evaluation</p>
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		<p>(as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. Specific to this eligibility category, it is vital to obtain any pre-injury information that may be available. This would include information regarding functioning at school, home, and in the community. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p> <p><u>Visual Impairment</u></p> <p>An initial evaluation for visual impairment may include (highly recommended): for preschool-aged children, reviewing existing screening data and/or any previously conducted evaluation data and for school-aged children, reviewing and considering complete SAT file documentation and existing evaluation data; gathering and analyzing developmental/educational, medical, family, and social history, including an interview with the parent(s)/guardian(s); obtaining an eye examination (within one year) conducted by a licensed eye specialist such as an ophthalmologist or optometrist to determine the presence of an eye condition; conducting a functional vision evaluation by a licensed Teacher(s) of Students with Blindness/Visual Impairment or a certified orientation and mobility specialist; conducting a learning media assessment by a licensed Teacher(s) of Students with Blindness/Visual Impairment; completing multiple direct observations across both structured and unstructured settings and at various times; completing a systematic review of individual academic achievement, including formal and informal measures; administering an individual academic achievement assessment in the area(s) of suspected need and for which instruction and intervention have been documented; completing a transition assessment, including a vocational evaluation (as appropriate); and when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining data to gather information about the child’s present levels of performance. The eye examination written report (see NM TEAM, December 2017, Appendix B) must include</p>
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		<p>the diagnosis of the eye condition, visual acuity, and recommendations in regard to using prescription lenses. (See NM TEAM, December 2017 for potential additional components and reevaluation guidance.)</p>
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<p><a href="#">§ 300.9 Consent.</a></p>		
<p><i>Consent</i> means that—</p> <ul style="list-style-type: none"> <li>(a) The parent has been fully informed of all information relevant to the activity for which consent is sought, in his or her native language, or other mode of communication;</li> <li>(b) The parent understands and agrees in writing to the carrying out of the activity for which his or her consent is sought, and the consent describes that activity and lists the records (if any) that will be released and to whom; and</li> <li>(c) <ul style="list-style-type: none"> <li>(1) The parent understands that the granting of consent is voluntary on the part of the parent and may be revoked at any time.</li> <li>(2) If a parent revokes consent, that revocation is not retroactive (i.e., it does not negate an action that has occurred after the consent was given and before the consent was revoked).</li> <li>(3) If the parent revokes consent in writing for their child’s receipt of special education services after the child is initially provided special education and related services, the public agency is not required to amend the child’s education records to remove any references to the child’s receipt of special education and related services because of the revocation of consent.</li> </ul> </li> </ul>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <ul style="list-style-type: none"> <li>E. Communications in understandable language. Pursuant to 34 CFR Secs. 300.9(a), 300.322(e), 300.503(c) and 300.504(d), each public agency shall communicate with parents in understandable language, including the parent’s native language or other mode of communication, unless it is clearly not feasible to do so, if necessary for understanding, in IEP meetings, in written notices and in obtaining consent where consent is required.</li> </ul>	<p>Cimarron Municipal Schools understands that the definition of consent requires a parent to be fully informed of all information relevant to the activity for which consent is sought. Cimarron Municipal Schools further understands that the definition also requires a parent to agree in writing to an activity for which consent is sought. Therefore, whenever consent is used in the regulations, Cimarron Municipal Schools will ensure that the consent is both informed and in writing. (See 71 Fed. Reg. 46551 (August 14, 2006))</p>

(Authority: 20 U.S.C. 1414(a)(1)(D))		
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<a href="#">§ 300.11 Day; business day; school day.</a>		
<p>(a) <i>Day</i> means calendar day unless otherwise indicated as business day or school day.</p> <p>(b) <i>Business day</i> means Monday through Friday, except for Federal and State holidays (unless holidays are specifically included in the designation of business day, as in § 300.148(d)(1)(ii)).</p> <p>(c)</p> <p>(1) <i>School day</i> means any day, including a partial day that children are in attendance at school for instructional purposes.</p> <p>(2) <i>School day</i> has the same meaning for all children in school, including children with and without disabilities.</p> <p>(Authority: 20 U.S.C. 1221e-3)</p>		

<a href="#">§ 300.12 Educational service agency.</a>		
<p><i>Educational service agency</i> means—</p> <p>(a) A regional public multiservice agency—</p> <p>(1) Authorized by State law to develop, manage, and provide services or programs to LEAs;</p>		

<p>(2) Recognized as an administrative agency for purposes of the provision of special education and related services provided within public elementary schools and secondary schools of the State;</p> <p>(b) Includes any other public institution or agency having administrative control and direction over a public elementary school or secondary school; and</p> <p>(c) Includes entities that meet the definition of intermediate educational unit in section 602(23) of the Act as in effect prior to June 4, 1997.</p> <p>(Authority: 20 U.S.C. 1401(5))</p>		
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<p><a href="#">§ 300.13 Elementary school.</a></p> <p><i>Elementary school</i> means a nonprofit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under State law.</p> <p>(Authority: 20 U.S.C. 1401(6))</p>		
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<p><a href="#">§ 300.14 Equipment.</a></p> <p><i>Equipment</i> means—</p> <p>(a) Machinery, utilities, and built-in equipment, and any necessary enclosures or structures to house the machinery, utilities, or equipment; and</p> <p>(b) All other items necessary for the functioning of a particular facility as a facility for the provision of</p>		
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<p>educational services, including items such as instructional equipment and necessary furniture; printed, published and audio-visual instructional materials; telecommunications, sensory, and other technological aids and devices; and books, periodicals, documents, and other related materials.</p> <p>(Authority: 20 U.S.C. 1401(7))</p>		
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<p><a href="#">§ 300.15 Evaluation.</a></p> <p><i>Evaluation</i> means procedures used in accordance with §§ 300.304 through 300.311 to determine whether a child has a disability and the nature and extent of the special education and related services that the child needs.</p> <p>(Authority: 20 U.S.C. 1414(a) (c))</p>		<p>Cimarron Municipal Schools will ensure that a child suspected of having one of the enumerated disabilities under the IDEA and needing special education services will be evaluated by a group of qualified professionals. The evaluation will be at no cost to the parent, including any educationally necessary evaluation conducted by a licensed physician to determine the child’s medically-related disability that results in the child’s need for special education and related services.</p>
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<p><a href="#">§ 300.16 Excess costs.</a></p> <p><i>Excess costs</i> means those costs that are in excess of the average annual per-student expenditure in an LEA during the preceding school year for an elementary school or secondary school student, as may be appropriate, and that must be computed after deducting—</p> <p>(a) Amounts received—</p> <ol style="list-style-type: none"> <li>(1) Under Part B of the Act;</li> <li>(2) Under Part A of title I of the ESEA; and</li> <li>(3) Under Parts A of title III of the ESEA and;</li> </ol> <p>(b) Any State or local funds expended for programs that would qualify for assistance under any of the parts described in paragraph (a) of this section, but</p>		
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<p>excluding any amounts for capital outlay or debt service. (<i>See</i> Appendix A to part 300 for an example of how excess costs must be calculated.)</p> <p>(Authority: 20 U.S.C. 1401(8))</p>		
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<p><a href="#">§ 300.17 Free appropriate public education.</a></p>		
<p><i>Free appropriate public education</i> or <i>FAPE</i> means special education and related services that—</p> <ul style="list-style-type: none"> <li>(a) Are provided at public expense, under public supervision and direction, and without charge;</li> <li>(b) Meet the standards of the SEA, including the requirements of this part;</li> <li>(c) Include an appropriate preschool, elementary school, or secondary school education in the State involved; and</li> <li>(d) Are provided in conformity with an individualized education program (IEP) that meets the requirements of §§ 300.320 through 300.324.</li> </ul> <p>(Authority: 20 U.S.C. 1401(9))</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(7) A “<b>free appropriate public education (FAPE)</b>” means special education and related services which meet all requirements of 34 CFR Sec. 300.17 and which, pursuant to 34 CFR Sec. 300.17(b), meet all applicable department rules and standards, including but not limited to these rules; the New Mexico standards for excellence; and department rules governing school personnel preparation, licensure and performance; student rights and responsibilities; and student transportation.</p> <p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>.R "Free appropriate public education (FAPE)" means special education and related services that are provided at public expense, under public supervision and direction without charge, which meet the standards of the department in providing appropriate preschool, elementary or secondary education in New Mexico; and which are provided in conformity with an individualized education program (IEP) that meets the requirements of 34 CFR, Sections 300.320 through 300.324.</p>	

<p><b>General education curriculum.</b> (Not defined in federal regulations; see New Mexico Rules).</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(8) The “<b>general education curriculum</b>” pursuant to 34 CFR Sec. 300.320, means the same curriculum that a public agency offers for nondisabled children. For New Mexico public agencies whose non-special education programs are subject to department rules, the general curriculum includes the content standards, benchmarks and all other applicable requirements of the New Mexico standards for excellence and any other department rules defining curricular requirements.</p>	
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<p><a href="#">§ 300.19 Homeless children.</a></p>		
<p><i>Homeless children</i> has the meaning given the term <i>homeless children and youths</i> in section 725 (42 U.S.C. 11434a) of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. 11431 <i>et seq.</i></p> <p>(Authority: 20 U.S.C. 1401(11))</p>		<p>Cimarron Municipal Schools will utilize the following definition from the McKinney-Vento Homeless Assistance Act.</p> <p>The term "homeless children and youths" –</p> <p>(A) means individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 11302(a)(1) of this title); and</p> <p>(B) includes –</p> <p>(i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer</p>



		<p>parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;</p> <p>(ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 11302(a)(2)(C) of this title);</p> <p>(iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and</p> <p>(iv) migratory children (as such term is defined in section 6399 of Title 20) who qualify as homeless for the purposes of this part because the children are living in circumstances described in clauses (i) through (iii).</p> <p>(42 U.S.C. § 11434a)</p>
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<p><a href="#">§ 300.20 Include.</a></p>		
<p><i>Include</i> means that the items named are not all of the possible items that are covered, whether like or unlike the ones named.</p> <p>(Authority: 20 U.S.C. 1221e-3)</p>		

<p><a href="#">§ 300.21 Indian and Indian tribe.</a></p>		
<p>(a) <i>Indian</i> means an individual who is a member of an</p>		

<p>Indian</p> <p>(b) <i>Indian tribe</i> means any Federal or State Indian tribe, band, rancheria, pueblo, colony, or community, including any Alaska Native village or regional village corporation (as defined in or established under the Alaska Native Claims Settlement Act, 43 U.S.C. 1601 <i>et seq.</i>).</p> <p>(c) Nothing in this definition is intended to indicate that the Secretary of the Interior is required to provide services or funding to a State Indian tribe that is not listed in the <b>Federal Register</b> list of Indian entities recognized as eligible to receive services from the United States, published pursuant to Section 104 of the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a-1.</p> <p>(Authority: 20 U.S.C. 1401(12) and (13))</p>		
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<p><a href="#">§ 300.22 Individualized education program.</a></p> <p><i>Individualized education program</i> or IEP means a written statement for a child with a disability that is developed, reviewed, and revised in accordance with §§ 300.320 through 300.324.</p> <p>(Authority: 20 U.S.C. 1401(14))</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(10) “<b>Individualized education program</b>” or “IEP” means a written statement for a child with a disability that is developed, reviewed, and revised in accordance with 34 CFR Secs. 300.320 through 300.324;</p> <p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>X "Individualized education program (IEP)" means a written statement for a child with a disability that is developed, reviewed and revised in accordance with 34 CFR, Secs.300.320 through 300.324.</p>	
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<p><a href="#">§ 300.23 Individualized education program team.</a></p>		
<p><i>Individualized education program team</i> or <i>IEP Team</i> means a group of individuals described in § 300.321 that is responsible for developing, reviewing, or revising an IEP for a child with a disability.</p> <p>(Authority: 20 U.S.C. 1414(d)(1)(B))</p>	<p><b><u>6.29.1.7 NMAC. DEFINITIONS:</u></b></p> <p>(B)</p> <p>...</p> <p>(11) “IEP team” means, pursuant to 34 CFR Sec. 300.321, the public agency shall ensure that the IEP team for each child with a disability includes:</p> <ul style="list-style-type: none"> <li>(a) the parents of the child;</li> <li>(b) not less than one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);</li> <li>(c) not less than one special education teacher of the child, or where appropriate, not less than one special education provider of the child;</li> <li>(d) a representative of the public agency who: <ul style="list-style-type: none"> <li>(i) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;</li> <li>(ii) is knowledgeable about the general education curriculum; and</li> <li>(iii) is knowledgeable about the availability of resources of the public agency;</li> </ul> </li> <li>(e) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in Subparagraphs (b) through (e) of Paragraph (11) of Subsection B of 6.31.2.7 NMAC;</li> <li>(f) at the discretion of the parent or public agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and</li> </ul>	

	(g) whenever appropriate, the child with a disability.	
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<p><a href="#">§ 300.24 Individualized family service plan.</a></p>		
<p><i>Individualized family service plan</i> or <i>IFSP</i> has the meaning given the term in section 636 of the Act. (Authority: 20 U.S.C. 1401(15))</p>		<p>Cimarron Municipal Schools understands that an IFSP must contain:</p> <ol style="list-style-type: none"> <li>(1) a statement of the infant’s or toddler’s present levels of physical development, cognitive development, communication development, social or emotional development, and adaptive development, based on objective criteria;</li> <li>(2) a statement of the family’s resources, priorities, and concerns relating to enhancing the development of the family’s infant or toddler with a disability;</li> <li>(3) a statement of the measurable results or outcomes expected to be achieved for the infant or toddler and the family, including pre-literacy and language skills, as developmentally appropriate for the child, and the criteria, procedures, and timelines used to determine the degree to which progress toward achieving the results or outcomes is being made and whether modifications or revisions of the results or outcomes or services are necessary;</li> <li>(4) a statement of specific early intervention services based on peer-reviewed research, to the extent practicable, necessary to meet the unique needs of the infant or toddler and the family, including the frequency, intensity, and method of delivering services;</li> <li>(5) a statement of the natural environments in which early intervention services will appropriately be provided, including a justification of the extent, if any, to which the services will not be provided in a natural environment;</li> <li>(6) the projected dates for initiation of services and the anticipated length, duration, and frequency of the services;</li> <li>(7) the identification of the service coordinator from the profession most immediately relevant to the</li> </ol>

		<p>infant’s or toddler’s or family’s needs (or who is otherwise qualified to carry out all applicable responsibilities under this subchapter) who will be responsible for the implementation of the plan and coordination with other agencies and persons, including transition services; and</p> <p>(8) the steps to be taken to support the transition of the toddler with a disability to preschool or other appropriate services.</p> <p>(20 U.S.C. § 1436)</p>
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<p><a href="#"><u>§ 300.25 Infant or toddler with a disability.</u></a></p> <p><i>Infant or toddler with a disability—</i></p> <p>(a) Means an individual under three years of age who needs early intervention services because the individual—</p> <p>(1) Is experiencing developmental delays, as measured by appropriate diagnostic instruments and procedures in one or more of the areas of cognitive development, physical development, communication development, social or emotional development, and adaptive development; or</p> <p>(2) Has a diagnosed physical or mental condition that has a high probability of resulting in developmental delay; and</p> <p>(b) May also include, at a State’s discretion—</p> <p>(1) At-risk infants and toddlers; and</p> <p>(2) Children with disabilities who are eligible for services under section 619 and who previously received services under Part C of the Act until such children enter, or are eligible under State law to enter, kindergarten or elementary school, as appropriate, provided that any programs under Part C of the Act serving such</p>		
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<p>children shall include—</p> <ul style="list-style-type: none"> <li>(i) An educational component that promotes school readiness and incorporates pre-literacy, language, and numeracy skills; and</li> <li>(ii) A written notification to parents of their rights and responsibilities in determining whether their child will continue to receive services under Part C of the Act or participate in preschool programs under section 619.</li> </ul> <p>(Authority: 20 U.S.C. 1401(16) and 1432(5))</p>		
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<p><a href="#"><u>§ 300.26 Institution of higher education.</u></a></p> <p><i>Institution of higher education—</i></p> <ul style="list-style-type: none"> <li>(a) Has the meaning given the term in section 101 of the Higher Education Act of 1965, as amended, 20 U.S.C. 1021 <i>et seq.</i> (HEA); and</li> <li>(b) Also includes any community college receiving funds from the Secretary of the Interior under the Tribally Controlled Community College or University Assistance Act of 1978, 25 U.S.C. 1801, <i>et seq.</i></li> </ul> <p>(Authority: 20 U.S.C. 1401(17))</p>		
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<p><a href="#">§ 300.27 Limited English proficient.</a></p>		
<p><i>Limited English proficient</i> has the meaning given the term in English Learner in section 8101 of the ESEA.</p> <p>(Authority: 20 U.S.C. 1401(18))</p>		<p>CIMARRON MUNICIPAL SCHOOLS understands the term “English learner” , when used with respect to an individual, to mean an individual:</p> <p>(A) who is aged 3 through 21;</p> <p>(B) who is enrolled or preparing to enroll in an elementary school or secondary school;</p> <p>(C)</p> <ul style="list-style-type: none"> <li>(i) who was not born in the United States or whose native language is a language other than English;</li> <li>(ii) <ul style="list-style-type: none"> <li>(I) who is a Native American or Alaska Native, or a native resident of the outlying areas; and</li> <li>(II) who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or</li> </ul> </li> <li>(iii) who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and</li> </ul> <p>(D) whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual--</p> <ul style="list-style-type: none"> <li>(i) the ability to meet the State's proficient level of achievement on State assessments described in section 6311(b)(3) of the [Elementary and Secondary Education Act];</li> <li>(ii) the ability to successfully achieve in classrooms where the language of instruction is English; or</li> </ul>

		<p>(iii) the opportunity to participate fully in society.</p> <p>(20 U.S.C. 7801 §)</p>
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<p><a href="#">§ 300.28 Local educational agency.</a></p>		
<p>(a) <i>General. Local educational agency</i> or <i>LEA</i> means a public board of education or other public authority legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary or secondary schools in a city, county, township, school district, or other political subdivision of a State, or for a combination of school districts or counties as are recognized in a State as an administrative agency for its public elementary schools or secondary schools.</p> <p>(b) Educational service agencies and other public institutions or agencies. The term includes—</p> <p>(1) An educational service agency, as defined in § 300.12; and</p> <p>(2) Any other public institution or agency having administrative control and direction of a public elementary school or secondary school, including a public nonprofit charter school that is established as an LEA under State law.</p> <p>(c) <i>BIA funded schools.</i> The term includes an elementary school or secondary school funded by the Bureau of Indian Affairs, and not subject to the jurisdiction of any SEA other than the Bureau of Indian Affairs, but only to the extent that the inclusion makes the school eligible for programs for which specific eligibility is not provided to the school in another provision of law and the school does not have a student population that is smaller than the student population of the LEA receiving</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(9) “<b>LEA</b>” means a local educational agency as defined in 34 CFR Sec. 300.28.</p> <p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>Z "Local educational agency (LEA)" means a local educational agency as defined in 34 CFR Sec. 300.28. The LEA may be a public school district, a state-chartered charter school or a state educational institution.</p>	<p>Cimarron Municipal Schools recognizes that it is a local educational agency (LEA) under the IDEA.</p>



<p>assistance under the Act with the smallest student population.</p> <p>(Authority: 20 U.S.C. 1401(19))</p>		
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<p><a href="#"><u>§ 300.29 Native language.</u></a></p> <p>(a) <i>Native language</i>, when used with respect to an individual who is limited English proficient, means the following:</p> <p>(1) The language normally used by that individual, or, in the case of a child, the language normally used by the parents of the child, except as provided in paragraph (a)(2) of this section.</p> <p>(2) In all direct contact with a child (including evaluation of the child), the language normally used by the child in the home or learning environment.</p> <p>(b) For an individual with deafness or blindness, or for an individual with no written language, the mode of communication is that normally used by the individual (such as sign language, Braille, or oral communication).</p> <p>(Authority: 20 U.S.C. 1401(20))</p>		
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<a href="#">NMAC.</a>		
(Not defined in federal regulations; see New Mexico Rules).	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(13) “<b>NMAC</b>” means the New Mexico administrative code, including future amendments.</p>	

<a href="#">NMSA 1978.</a>		
(Not defined in federal regulations; see New Mexico Rules).	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(14) “<b>NMSA 1978</b>” means the 1978 Compilation of New Mexico Statutes Annotated, including future amendments.</p>	

<a href="#">§ 300.30 Parent.</a>		
<p>(a) <i>Parent</i> means—</p> <ol style="list-style-type: none"> <li>(1) A biological or adoptive parent of a child;</li> <li>(2) A foster parent, unless State law, regulations, or contractual obligations with a State or local entity prohibit a foster parent from acting as a parent;</li> <li>(3) A guardian generally authorized to act as the child’s parent, or authorized to make</li> </ol>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(15) “<b>Parent</b>” includes, in addition to the persons specified in 34 CFR Sec. 300.30, a child with a disability who has reached age 18 and for whom there is no court-appointed general guardian, limited guardian or other court-appointed person who has</p>	<p>Cimarron Municipal Schools understands the phrase “attempting to act as a parent” generally to refer to situations in which an individual attempts to assume the responsibilities of a parent under the IDEA. An individual may “attempt to act as a parent” under the IDEA in many situations; for example, if an individual provides consent for an evaluation or reevaluation, or attends an IEP Team meeting as the child’s parent. (See 71 Fed. Reg. 46567 (August 14, 2004))</p>

<p>educational decisions for the child (but not the State if the child is a ward of the State);</p> <p>(4) An individual acting in the place of a biological or adoptive parent (including a grandparent, stepparent, or other relative) with whom the child lives, or an individual who is legally responsible for the child’s welfare; or</p> <p>(5) A surrogate parent who has been appointed in accordance with § 300.519 or section 639(a)(5) of the Act.</p> <p>(b)</p> <p>(1) Except as provided in paragraph (b)(2) of this section, the biological or adoptive parent, when attempting to act as the parent under this part and when more than one party is qualified under paragraph (a) of this section to act as a parent, must be presumed to be the parent for purposes of this section unless the biological or adoptive parent does not have legal authority to make educational decisions for the child.</p> <p>(2) If a judicial decree or order identifies a specific person or persons under paragraphs (a)(1) through (4) of this section to act as the “parent” of a child or to make educational decisions on behalf of a child, then such person or persons shall be determined to be the “parent” for purposes of this section.</p> <p>(Authority: 20 U.S.C. 1401(23))</p>	<p>legal custody or has otherwise been authorized by a court to make educational decisions on the child’s behalf as provided in Subsection K of 6.31.2.13 NMAC. Pursuant to 34 CFR Sec. 300.519 and department policy, a foster parent of a child with a disability may act as a parent under Part B of the IDEA if: (i) the foster parent or the state children, youth and families department (CYFD) provides appropriate documentation to establish that CYFD has legal custody and has designated the person in question as the child’s foster parent; and (ii) the foster parent is willing to make the educational decisions required of parents under the IDEA; and has no interest that would conflict with the interests of the child. A foster parent who does not qualify under the above requirements but who meets all requirements for a surrogate parent under 34 CFR Sec. 300.519 may be appointed as a surrogate if the public agency responsible for making the appointment deems such action appropriate.</p>	
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<p><a href="#">§ 300.31 Parent training and information center.</a></p>		
<p><i>Parent training and information center</i> means a center assisted under sections 671 or 672 of the Act.</p>		

(Authority: 20 U.S.C. 1401(25))		
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<a href="#">§ 300.32 Personally identifiable.</a>		
<p><i>Personally identifiable</i> means information that contains—</p> <ul style="list-style-type: none"> <li>(a) The name of the child, the child’s parent, or other family member;</li> <li>(b) The address of the child;</li> <li>(c) A personal identifier, such as the child’s social security number or student number; or</li> <li>(d) A list of personal characteristics or other information that would make it possible to identify the child with reasonable certainty.</li> </ul> <p>(Authority: 20 U.S.C. 1415(a))</p>		

<a href="#">§ 300.33 Public agency.</a>		
<p><i>Public agency</i> includes the SEA, LEAs, ESAs, nonprofit public charter schools that are not otherwise included as LEAs or ESAs and are not a school of an LEA or ESA, and any other political subdivisions of the State that are responsible for providing education to children with disabilities.</p> <p>(Authority: 20 U.S.C. 1412(a)(11))</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <ul style="list-style-type: none"> <li>B. The following terms shall have the following meanings for purposes of these rules.</li> <li>...</li> <li>(6) The “<b>educational jurisdiction</b>” of a public agency includes the geographic area, age range and all facilities including residential treatment centers, day treatment centers, hospitals, mental health institutions, juvenile justice facilities, state supported schools, or programs within which the public agency is obligated under state laws, rules, or by enforceable agreements including joint powers agreements (JPAs) or memoranda of understanding</li> </ul>	

	<p>(MOUs) to provide educational services for children with disabilities. In situations such as transitions, transfers and special placements, the educational jurisdiction of two or more public agencies may overlap and result in a shared obligation to ensure that a particular child receives all the services to which the child is entitled.</p> <p>...</p> <p>(21) A <b>“state-supported educational program”</b> means a publicly funded program that:</p> <ul style="list-style-type: none"> <li>(a) provides special education and related services to children with disabilities who come within the program’s educational jurisdiction;</li> <li>(b) is operated by, or under contractual arrangements for, a state school, state educational institution, other state institution, state hospital or state agency; and</li> <li>(c) is primarily funded through direct legislative appropriations or other direct state support to a public agency other than a local school district.</li> </ul>	
<p><b>“Puente para los niños fund”</b> (Not defined in federal regulations; see New Mexico Rules).</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(17) <b>“Puente para los niños fund”</b> means a risk pool fund in New Mexico to support high cost students with disabilities identified by LEAs pursuant to 34 CFR Sec. 300.704(c)(3)(i).</p>	

<p><a href="#">§ 300.34 Related services.</a></p>		
<p>(a) <i>General. Related services</i> means transportation and such developmental, corrective, and other supportive services as are required to assist a child</p>		<p>Cimarron Municipal Schools understands that the list of related services in the IDEA is not exhaustive and may include other developmental, corrective, or supportive</p>

<p>with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training.</p> <p>(b) <i>Exception; services that apply to children with surgically implanted devices, including cochlear implants.</i></p> <p>(1) Related services do not include a medical device that is surgically implanted, the optimization of that device's functioning (e.g., mapping), maintenance of that device, or the replacement of that device.</p> <p>(2) Nothing in paragraph (b)(1) of this section—</p> <p>(i) Limits the right of a child with a surgically implanted device (e.g., cochlear implant) to receive related services (as listed in paragraph (a) of this section) that are determined by the IEP Team to be necessary for the child to receive FAPE.</p> <p>(ii) Limits the responsibility of a public agency to appropriately monitor and maintain medical devices that are needed to maintain the health and safety of the child, including breathing, nutrition, or operation of other bodily functions, while the child is transported to and from school or is at school; or</p> <p>(iii) Prevents the routine checking of an external component of a surgically implanted device to make sure it is</p>		<p>services if they are required to assist a child with a disability to benefit from special education. (See 71 Fed. Reg. 46569 (August 14, 2006))</p>
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<p>functioning properly, as required in §300.113(b).</p> <p>(c) <i>Individual related services terms defined.</i> The terms used in this definition are defined as follows:</p> <p>(1) <i>Audiology</i> includes—</p> <ul style="list-style-type: none"> <li>(i) Identification of children with hearing loss;</li> <li>(ii) Determination of the range, nature, and degree of hearing loss, including referral for medical or other professional attention for the habilitation of hearing;</li> <li>(iii) Provision of habilitative activities, such as language habilitation, auditory training, speech reading (lip-reading), hearing evaluation, and speech conservation;</li> <li>(iv) Creation and administration of programs for prevention of hearing loss;</li> <li>(v) Counseling and guidance of children, parents, and teachers regarding hearing loss; and</li> <li>(vi) Determination of children's needs for group and individual amplification, selecting and fitting an appropriate aid, and evaluating the effectiveness of amplification.</li> </ul> <p>(2) <i>Counseling services</i> means services provided by qualified social workers, psychologists, guidance counselors, or other qualified personnel.</p> <p>(3) <i>Early identification and assessment of disabilities in children</i> means the implementation of a formal plan for identifying a disability as early as possible in a child's life.</p> <p>(4) <i>Interpreting services</i> includes—</p> <ul style="list-style-type: none"> <li>(i) The following, when used with respect to children who are deaf or hard of hearing:</li> </ul>		
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<p>Oral transliteration services, cued language transliteration services, sign language transliteration and interpreting services, and transcription services, such as communication access real-time translation (CART), C-Print, and TypeWell; and</p> <p>(ii) Special interpreting services for children who are deaf-blind.</p> <p>(5) <i>Medical services</i> means services provided by a licensed physician to determine a child's medically related disability that results in the child's need for special education and related services.</p> <p>(6) <i>Occupational therapy</i>—</p> <p>(i) Means services provided by a qualified occupational therapist; and</p> <p>(ii) Includes—</p> <p>(A) Improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation;</p> <p>(B) Improving ability to perform tasks for independent functioning if functions are impaired or lost; and</p> <p>(C) Preventing, through early intervention, initial or further impairment or loss of function.</p> <p>(7) <i>Orientation and mobility services</i>—</p> <p>(i) Means services provided to blind or visually impaired children by qualified personnel to enable those students to attain systematic orientation to and safe movement within their environments in school, home, and community; and</p> <p>(ii) Includes teaching children the following, as appropriate:</p>		
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<p>(A) Spatial and environmental concepts and use of information received by the senses (such as sound, temperature and vibrations) to establish, maintain, or regain orientation and line of travel (e.g., using sound at a traffic light to cross the street);</p> <p>(B) To use the long cane or a service animal to supplement visual travel skills or as a tool for safely negotiating the environment for children with no available travel vision;</p> <p>(C) To understand and use remaining vision and distance low vision aids; and</p> <p>(D) Other concepts, techniques, and tools.</p> <p>(8)</p> <p>(i) <i>Parent counseling and training</i> means assisting parents in understanding the special needs of their child;</p> <p>(ii) Providing parents with information about child development; and</p> <p>(iii) Helping parents to acquire the necessary skills that will allow them to support the implementation of their child's IEP or IFSP.</p> <p>(9) <i>Physical therapy</i> means services provided by a qualified physical therapist.</p> <p>(10) <i>Psychological services</i> includes—</p> <p>(i) Administering psychological and educational tests, and other assessment procedures;</p> <p>(ii) Interpreting assessment results;</p>		
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<p>(iii) Obtaining, integrating, and interpreting information about child behavior and conditions relating to learning;</p> <p>(iv) Consulting with other staff members in planning school programs to meet the special educational needs of children as indicated by psychological tests, interviews, direct observation, and behavioral evaluations;</p> <p>(v) Planning and managing a program of psychological services, including psychological counseling for children and parents; and</p> <p>(vi) Assisting in developing positive behavioral intervention strategies.</p> <p>(11) <i>Recreation</i> includes—</p> <p>(i) Assessment of leisure function;</p> <p>(ii) Therapeutic recreation services;</p> <p>(iii) Recreation programs in schools and community agencies; and</p> <p>(iv) Leisure education.</p> <p>(12) <i>Rehabilitation counseling services</i> means services provided by qualified personnel in individual or group sessions that focus specifically on career development, employment preparation, achieving independence, and integration in the workplace and community of a student with a disability. The term also includes vocational rehabilitation services provided to a student with a disability by vocational rehabilitation programs funded under the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 <i>et seq.</i></p> <p>(13) <i>School health services and school nurse services</i> means health services that are designed to enable a child with a disability to receive FAPE as described in the child's IEP.</p>		
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<p>School nurse services are services provided by a qualified school nurse. School health services are services that may be provided by either a qualified school nurse or other qualified person.</p> <p>(14) <i>Social work services in schools</i> includes—</p> <ul style="list-style-type: none"> <li>(i) Preparing a social or developmental history on a child with a disability;</li> <li>(ii) Group and individual counseling with the child and family;</li> <li>(iii) Working in partnership with parents and others on those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school;</li> <li>(iv) Mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program; and</li> <li>(v) Assisting in developing positive behavioral intervention strategies.</li> </ul> <p>(15) <i>Speech-language pathology services</i> includes—</p> <ul style="list-style-type: none"> <li>(i) Identification of children with speech or language impairments;</li> <li>(ii) Diagnosis and appraisal of specific speech or language impairments;</li> <li>(iii) Referral for medical or other professional attention necessary for the habilitation of speech or language impairments;</li> <li>(iv) Provision of speech and language services for the habilitation or prevention of communicative impairments; and</li> <li>(v) Counseling and guidance of parents, children, and teachers regarding speech</li> </ul>		
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<p>and language impairments.</p> <p>(16) <i>Transportation</i> includes—</p> <ul style="list-style-type: none"> <li>(i) Travel to and from school and between schools;</li> <li>(ii) Travel in and around school buildings; and</li> <li>(iii) Specialized equipment (such as special or adapted buses, lifts, and ramps), if required to provide special transportation for a child with a disability.</li> </ul> <p>(Authority: 20 U.S.C. 1401(26))</p>		
<p>“SAT” (Not defined in federal regulations; see New Mexico Rules).</p>	<p><b><u>6.29.1.7 NMAC. DEFINITIONS:</u></b></p> <p>AI. “Student assistance team (SAT)” means a school-based group of people whose purpose is to provide additional educational support to students experiencing difficulties preventing them from benefiting from general education.</p> <p><b><u>6.31.2.7 NMAC. DEFINITIONS:</u></b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(18) “SAT” means the student assistance team, which is a school-based group of people whose purpose is to provide additional educational support to students</p>	

	who are experiencing difficulties that are preventing them from benefiting from general education.	
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<a href="#">§ 300.36 Secondary school.</a>		
<p><i>Secondary school</i> means a nonprofit institutional day or residential school, including a public secondary charter school that provides secondary education, as determined under State law, except that it does not include any education beyond grade 12.</p> <p>(Authority: 20 U.S.C. 1401(27))</p>		
<a href="#">§ 300.37 Services plan.</a>		
<p><i>Services plan</i> means a written statement that describes the special education and related services the LEA will provide to a parentally- placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with § 300.132, and is developed and implemented in accordance with §§300.137 through 300.139.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>		

<a href="#">§ 300.38 Secretary.</a>		
<i>Secretary</i> means the Secretary of Education.		

(Authority: 20 U.S.C. 1401(28))		
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<p><a href="#">§ 300.39 Special education.</a></p> <p>(a) <i>General.</i></p> <p>(1) <i>Special education</i> means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including—</p> <ul style="list-style-type: none"> <li>(i) Instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and</li> <li>(ii) Instruction in physical education.</li> </ul> <p>(2) <i>Special education</i> includes each of the following, if the services otherwise meet the requirements of paragraph (a)(1) of this section—</p> <ul style="list-style-type: none"> <li>(i) Speech-language pathology services, or any other related service, if the service is considered special education rather than a related service under State standards;</li> <li>(ii) Travel training; and</li> <li>(iii) Vocational education.</li> </ul> <p>(b) <i>Individual special education terms defined.</i> The terms in this definition are defined as follows:</p> <p>(1) <i>At no cost</i> means that all specially-designed instruction is provided without charge, but does not preclude incidental fees that are normally charged to nondisabled students or their parents as a part of the regular education program.</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(20) <b>“Special education”</b> means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other settings; and instruction in physical education.</p> <ul style="list-style-type: none"> <li>(a) As authorized by 34 CFR Sec. 300.8(a)(2)(ii) and 300.39(a)(2)(i), “special education” in New Mexico may include speech-language pathology services.</li> <li>(b) Speech-language pathology services shall meet the following standards to be considered special education:             <ul style="list-style-type: none"> <li>(i) the service is provided to a child who has received appropriate tier I universal screening under Subsection D of 6.29.1.9 NMAC [Correct citation 6.29.1.9 (E) NMAC] as it may be amended from time to time, before being properly evaluated under 34 CFR Secs. 300.301 through 300.306 and Subsection D of 6.31.2.10 NMAC;</li> <li>(ii) the IEP team that makes the eligibility determination finds that the child has a communication disorder, such as</li> </ul> </li> </ul>	
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<p>(2) <i>Physical education</i> means—</p> <ul style="list-style-type: none"> <li>(i) The development of—             <ul style="list-style-type: none"> <li>(A) Physical and motor fitness;</li> <li>(B) Fundamental motor skills and patterns; and</li> <li>(C) Skills in aquatics, dance, and individual and group games and sports (including intramural and lifetime sports); and</li> </ul> </li> <li>(ii) Includes special physical education, adapted physical education, movement education, and motor development.</li> </ul> <p>(3) <i>Specially designed instruction</i> means adapting, as appropriate to the needs of an eligible child under this part, the content, methodology, or delivery of instruction—</p> <ul style="list-style-type: none"> <li>(i) To address the unique needs of the child that result from the child’s disability; and</li> <li>(ii) To ensure access of the child to the general curriculum, so that the child can meet the educational standards within the jurisdiction of the public agency that apply to all children.</li> </ul> <p>(4) <i>Travel training</i> means providing instruction, as appropriate, to children with significant cognitive disabilities, and any other children with disabilities who require this instruction, to enable them to—</p> <ul style="list-style-type: none"> <li>(i) Develop an awareness of the environment in which they live; and</li> <li>(ii) Learn the skills necessary to move effectively and safely from place to place within that environment (e.g., in school, in the home, at work, and in the community).</li> </ul> <p>(5) <i>Vocational education</i> means organized</p>	<p>stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance;</p> <ul style="list-style-type: none"> <li>(iii) the speech language pathology service consists of specially designed instruction that is provided to enable the child to have access to the general curriculum and meet the educational standards of the public agency that apply to all children; and</li> <li>(iv) the service is provided at no cost to the parents under a properly developed IEP that meets the requirements of Subsection B of 6.31.2.11 NMAC.</li> </ul> <ul style="list-style-type: none"> <li>(c) If all of the standards are met, the service shall be considered as special education rather than a related service.</li> <li>(d) Student/staff caseloads for special education shall meet the requirements of Paragraphs (1) and (2) of Subsection H of 6.29.1.9 NMAC.</li> </ul> <p><b>6.29.1.11 NMAC. PROGRAM REQUIREMENTS:</b></p> <p>F. Special education. Special education is specially-designed instruction that is provided at no cost to parents to meet the unique needs of a student with a disability, as defined in the IDEA regulations (34 CFR Part 300 and state special education regulations (6.31.2 NMAC). Special education programs shall:</p> <ul style="list-style-type: none"> <li>(1) provide specially-designed instruction in career and technical education and travel training for students whose IEPs require such services;</li> <li>(2) provide instruction to students placed on homebound services as per their IEP; and</li> <li>(3) provide instruction in state-supported educational programs, hospitals, institutions and other settings. As set forth in the state special education regulations at Paragraph (15) of Subsection C of 6.31.2.7</li> </ul>	
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<p>educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career not requiring a baccalaureate or advanced degree.</p> <p>(Authority: 20 U.S.C. 1401(29))</p>	<p>NMAC, [Correct citation is 6.31.2.7 (B)(20) NMAC], special education may include speech-language pathology services consisting of specially-designed instruction that is provided to enable a student with a disability, as recognized under IDEA, to have access to the general curriculum and to meet the educational standards of the public agency that apply to all children;</p> <p>(4) provide instruction, in accordance with Section 22-13-1 (D) NMSA 1978, for the unique needs of gifted and talented students;</p> <p>(5) be assessed as part of the EPSS process; and</p> <p>(6) support the local curriculum and EPSS.</p> <p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>I "Caseload" means the total number of students receiving special education and speech-only services as special education, for whom a special education teacher or speech language pathologist has responsibility for developing and monitoring the students' IEPs. "Caseload" may also mean the number of students for which individual support services staff members are responsible.</p> <p>...</p> <p>L"Class load" means the number of students for whom a teacher structures activities at a given time.</p> <p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>H. Class loads. Class loads shall be in compliance with the most current class load requirements in Section 22-10A-20 NMSA 1978 and Section 22-5-15 NMSA 1978.</p> <p>...</p> <p>(5) Students receiving special education services integrated into a regular classroom for any part of the day shall be counted in the calculation of class load averages. Students receiving special education</p>	
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	<p>services not integrated into the regular classroom shall not be counted in the calculation of class load averages. Only classroom teachers charged with responsibility for the regular classroom instructional program shall be counted in determining average class loads. In elementary schools offering only one grade level, average class loads may be calculated by averaging appropriate grade levels between schools in the school district.</p> <p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>I. Student/staff caseloads in gifted and special education.</p> <p>(1) The student/staff caseload shall not exceed 35:1 for a special education teacher and 60:1 for a speech-language pathologist for special education services or speech-only services, in which properly licensed special education teachers or speech-language pathologists travel from class to class or school to school, providing services to students with disabilities whose individualized education programs (IEPs) require a minimal amount of special education. (A minimal amount of special education services shall not exceed 10 percent of the school day/week.)</p> <p>(2) The student/staff caseload shall not exceed 24:1 for a special education teacher and 35:1 for a speech-language pathologist for special education services or speech-only services which properly-licensed special education teachers or speech-language pathologists provide to students with disabilities whose IEPs require a moderate amount of special education. (A moderate amount of special education services shall be less than 50 percent of the school day.)</p> <p>(3) The student/staff caseload shall not exceed 15:1 for special education services in which properly licensed special education teachers provide services to students with disabilities whose IEPs require an extensive amount of special education for a portion of the school day as appropriate to implement the</p>	
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	<p>plan. (An extensive amount of special education services shall be provided 50 percent or more of the school day.)</p> <p>(4) The student/staff caseload shall not exceed 8:1 for special education services in which a properly licensed professional provides services to students with disabilities whose IEPs require a maximum amount of special education. (A maximum amount of special education services shall be provided in an amount approaching a full school day.)</p> <p>(5) The student/adult caseload shall not exceed 4:1 for center-based special education services in which one of the adults in the program is a properly licensed professional providing three- and four-year old children with the amount of special education needed to implement each child's IEP.</p> <p>(6) The student/adult caseload shall not exceed 2:1 for center-based special education services in which three- and four-year old children have profound educational needs.</p> <p>(7) Adequate student/staff caseloads shall be provided to appropriately address needs identified in the IEPs. Paraprofessionals and assistants who are appropriately trained and supervised in accordance with applicable department licensure rules or written department policy may be used to assist in the provision of special education and related services to students with disabilities under Part B of IDEA.</p> <p>(8) If the student/staff caseload ratio exceeds the standards provided above, a request for waiver shall be submitted to the department for review and approval by the secretary.</p>	
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<p><a href="#">§ 300.40 State.</a></p>		
<p><i>State</i> means each of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and each of</p>		

<p>the outlying areas. (Authority: 20 U.S.C. 1401(31))</p>		
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<p><a href="#">§ 300.41 State educational agency.</a></p> <p><i>State educational agency</i> or <i>SEA</i> means the State board of education or other agency or officer primarily responsible for the State supervision of public elementary schools and secondary schools, or, if there is no such officer or agency, an officer or agency designated by the Governor or by State law.</p> <p>(Authority: 20 U.S.C. 1401(32))</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>...</p> <p>(19) “<b>SED</b>” means the special education division of the department.</p>	
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<p><a href="#">§ 300.42 Supplementary aids and services.</a></p> <p><i>Supplementary aids and services</i> means aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate in accordance with §§ 300.114 through 300.116.</p> <p>(Authority: 20 U.S.C. 1401(33))</p>		
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<p><a href="#">§ 300.43 Transition services.</a></p>		
<p>(a) <i>Transition services</i> means a coordinated set of activities for a child with a disability that—</p> <ol style="list-style-type: none"> <li>(1) Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;</li> <li>(2) Is based on the individual child's needs, taking into account the child's strengths, preferences, and interests; and includes— <ol style="list-style-type: none"> <li>(i) Instruction;</li> <li>(ii) Related services;</li> <li>(iii) Community experiences;</li> <li>(iv) The development of employment and other post- school adult living objectives; and</li> <li>(v) If appropriate, acquisition of daily living skills and provision of a functional vocational evaluation.</li> </ol> </li> </ol> <p>(b) <i>Transition services</i> for children with disabilities may be special education, if provided as specially designed instruction, or a related service, if required to assist a child with a disability to benefit from special education.</p> <p>(Authority: 20 U.S.C. 1401(34))</p>	<p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>AK. "Transition plan" means a coordinated set of activities for a student with a disability, which specifies special education and related services designed to meet a student's unique needs and to prepare the student for future education, employment and independent living. The use of individualized educational program (IEP) transition planning, graduation planning and post-secondary transitions is described in Subparagraph (a) of Paragraph (13) of Subsection J of 6.29.1.9 NMAC. [Correct citation is 6.29.1.9 (K)(13)(a) NMAC]</p>	<p>The definition of transition is written broadly to include a range of services, including vocational and career training that are needed to meet the individual needs of a child with a disability. CIMARRON MUNICIPAL SCHOOLS expects that IEP Teams will make decisions regarding transition services on the basis of the child's individual needs, taking into account the child's strengths, preferences, and interests. As with all special education and related services, the student's IEP Team determines the transition services that are needed to provide a FAPE to a child with a disability based on the needs of the child, and not on the disability category or severity of the disability. (See 71 Fed. Reg. 46579 (August 14, 2006))</p>

<p><a href="#">§ 300.44 Universal design.</a></p>		
<p><i>Universal design</i> has the meaning given the term in section 3 of the Assistive Technology Act of 1998, as amended, 29 U.S.C. 3002.  (Authority: 20 U.S.C. 1401(35))</p>		
<p>“USC” (Not defined in federal regulations; see New Mexico Rules).</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b>  B. The following terms shall have the following meanings for purposes of these rules.  ...  (22) “USC” means the United States code, including future amendments.</p>	

<p><a href="#">§ 300.45 Ward of the State.</a></p>		
<p>(a) <i>General.</i> Subject to paragraph (b) of this section, <i>ward of the State</i> means a child who, as determined by the State where the child resides, is—  (1) A foster child; (2) A ward of the State; or (3) In the custody of a public child welfare agency.  (b) <i>Exception.</i> Ward of the State does not include a foster child who has a foster parent who meets the definition of a <i>parent</i> in § 300.30.  (Authority: 20 U.S.C. 1401(36))</p>		

	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>E. The definitions in Subsection E of 6.31.2.7 NMAC apply only to Subsection I of 6.31.2.13 NMAC</p> <ol style="list-style-type: none"> <li>(1) "Expedited hearing" means a hearing that is available on request by a parent or a public agency under 34 CFR Sec. 300.532(c) and is subject to the requirements of 34 CFR Sec. 300.532(c).</li> <li>(2) "Gifted services" means services to gifted children as defined in Subsection A of 6.31.2.12 NMAC.</li> <li>(3) "Transmit" means to mail, send by electronic mail (email) or telecopier (facsimile machine), or hand deliver a written notice or other document and obtain written proof of delivery by one of the following means:             <ol style="list-style-type: none"> <li>(a) an email system's confirmation of a completed transmission to an email address that is shown to be valid for the individual to whom the transmission was sent;</li> <li>(b) a telecopier machine's confirmation of a completed transmission to a number which is shown to be valid for the individual to whom the transmission was sent;</li> <li>(c) a receipt from a commercial or government carrier showing to whom the article was delivered and the date of delivery;</li> <li>(d) a written receipt signed by the secretary of education or designee showing to whom the article was hand-delivered and the date delivered; or</li> <li>(e) a final decision to any party not represented by counsel for a due process hearing by the U.S. postal service, certified mail, return receipt requested, showing to whom the articles was delivered and the date of delivery.</li> </ol> </li> </ol>	
	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p>	

	<p>F. The definitions in Subsection F of 6.31.2.7 NMAC apply only to Subsection B of 6.31.2.9 NMAC and Subsection L of 6.31.2.11 NMAC (correct citation 6.31.2.11 (N) NMAC):</p> <p>(1) "Qualified student" means, pursuant to Paragraph (1) of Subsection A of Section 22-13-8 NMSA 1978, a public school student who:</p> <ul style="list-style-type: none"> <li>(a) has not graduated from high school;</li> <li>(b) is regularly enrolled in one-half or more of the minimum course requirements approved by the department for public school students; and</li> <li>(c) in terms of age: <ul style="list-style-type: none"> <li>(i) is at least five years of age prior to 12:01 a.m. on September 1 of the school year or will be five years of age prior to 12:01 a.m. on September 1 of the school year if the student is enrolled in a public school extended-year kindergarten program that begins prior to the start of the regular school year;</li> <li>(ii) is at least three years of age at any time during the school year and is receiving special education pursuant to rules of the department; or</li> <li>(iii) has not reached the student's 22<sup>nd</sup> birthday on the first day of the school year and is receiving special education in accordance with federal law.</li> </ul> </li> </ul> <p>(2) "School-age person" means, pursuant to Paragraph (2) of Subsection A of Section 22-13-8 NMSA 1978, a person who is not a qualified student but who meets the federal requirements for special education and who:</p> <ul style="list-style-type: none"> <li>(a) will be at least three years old at any time during the school year;</li> <li>(b) is not more than twenty-one years of age; and</li> </ul>	
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	<p>(c) has not received a high school diploma or its equivalent.</p> <p><b>NMSA 1978, 22-1-2 Definitions.- - as used in the Public School Code:</b></p> <p>---</p> <p>O. “school-age person” means a person who is at least five years of age prior to 12:01 a.m. on September 1 of the school year, who has not received a high school diploma or its equivalent and who has not reached the person’s twenty-second birthday on the first day of the school year and meets other criteria provided in the Public School Finance Act.</p>	
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<p><a href="#">SUBPART B—STATE ELIGIBILITY</a></p>		
<p><b>GENERAL</b></p>		
<p><a href="#">§ 300.100 Eligibility for assistance.</a></p>		
<p>A State is eligible for assistance under Part B of the Act for a fiscal year if the State submits a plan that provides assurances to the Secretary that the State has in effect policies and procedures to ensure that the State meets the conditions in §§ 300.101 through 300.176.</p> <p>(Authority: 20 U.S.C. 1412(a))</p>		

<p><a href="#">FAPE Requirements</a></p>		
<p><a href="#">§ 300.101 Free appropriate public education (FAPE).</a></p>		
<p>(a) <i>General.</i> A free appropriate public education must be available to all children residing in the State between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in §</p>	<p><b>6.31.2.8 NMAC. RIGHT TO A FREE APPROPRIATE PUBLIC EDUCATION (FAPE):</b></p> <p>A. All children with disabilities aged three through 21 or who will turn three at any time during the school year who reside in New Mexico, including children with</p>	



<p>300.530(d).</p> <p>(b) FAPE for children beginning at age 3.</p> <p>(1) Each State must ensure that—</p> <p>(i) The obligation to make FAPE available to each eligible child residing in the State begins no later than the child’s third birthday; and</p> <p>(ii) An IEP or an IFSP is in effect for the child by that date, in accordance with § 300.323(b).</p> <p>(2) If a child’s third birthday occurs during the summer, the child’s IEP Team shall determine the date when services under the IEP or IFSP will begin.</p> <p>(c) <i>Children advancing from grade to grade.</i></p> <p>(1) Each State must ensure that FAPE is available to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course or grade, and is advancing from grade to grade.</p> <p>(2) The determination that a child described in paragraph (a) of this section is eligible under this part, must be made on an individual basis by the group responsible within the child’s LEA for making eligibility determinations.</p> <p>(Authority: 20 U.S.C. 1412(a)(1)(A))</p>	<p>disabilities who have been suspended or expelled from school, have the right to a FAPE that is made available by one or more public agencies in compliance with all applicable requirements of 34 CFR Secs. 300.101 and 300.120 and these or other department rules and standards. Children with disabilities who are enrolled in private schools have the rights provided by 34 CFR Secs. 300.129-300.148 and Subsection L of 6.31.2.11 NMAC (correct citation 6.31.2.11 (N) NMAC).</p> <p>B. Only children who meet the criteria in these rules may be included in calculating special education program units for state funding and counted as eligible children for federal flow-through funds under Part B of IDEA.</p> <p><b>6.31.2.11 EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>A. Preschool programs for children aged 3 through 5.</p> <p>(1) Each public agency shall ensure that a free appropriate public education is available for each preschool child with a disability within its educational jurisdiction no later than the child’s third birthday and that an individualized education program (IEP) under Part B or an individual family services plan (IFSP) under Part C of IDEA is in effect by that date in compliance with 34 CFR Secs. 300.101, 300.124 and 300.323(b).</p> <p>(2) Eligibility to enroll in Part B preschool program. If a child turns three at any time during the school year and is determined to be eligible under Part B, the child may enroll in a Part B preschool program when the child turns three if the parent so chooses, whether or not the child has previously been receiving Part C services.</p>	
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	<p>(3) To ensure effective transitioning from IDEA Part C programs to IDEA Part B programs, each public agency shall conduct a full and individual initial comprehensive evaluation, at no cost to the parent, and in compliance with requirements of 34 CFR Secs. 300.300, 300.301, 300.302, 300.304 and 300.305 and other department rules and standards before the initial provision of Part B special education and related services to a child with a disability.</p> <p>(a) The initial comprehensive evaluation process shall be conducted in all areas of suspected disability.</p> <p>(b) The Part B eligibility determination team shall review current assessments and shall determine the additional data and assessments needed for the comprehensive evaluation. Current assessments are defined as assessments, other than medical assessments, conducted no more than six months prior to the date of the meeting of the Part B eligibility determination team.</p> <p>(c) The Part B eligibility determination team shall consider educationally relevant medical assessments as part of the review of existing evaluation data. The determination of eligibility may not be made solely on the basis of medical assessments. If the team considers medical assessments conducted more than six months prior to the date of the meeting, the team shall document the appropriateness of considering such medical assessments.</p> <p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>A. Preschool programs for children aged 3 through 5. ...</p> <p>(5) In particular: ...</p>	
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	<p>(h) In compliance with 34 CFR Sec. 300.101(b)(2), if a child’s birthday occurs during the summer, the child’s IEP team shall determine the date when services under the IEP or IFSP will begin. Each public agency shall engage in appropriate planning with the Part C lead agency so that the eligible child will be prepared to receive Part B special education and related services when the IEP team determines that the services under the IEP or IFSP will begin.</p>	
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<p><a href="#">§ 300.102 Limitation—exception to FAPE for certain ages.</a></p> <p>(a) <i>General.</i> The obligation to make FAPE available to all children with disabilities does not apply with respect to the following:</p> <p>(1) Children aged 3, 4, 5, 18, 19, 20, or 21 in a State to the extent that its application to those children would be inconsistent with State law or practice, or the order of any court, respecting the provision of public education to children of those ages.</p> <p>(2)</p> <p>(i) Children aged 18 through 21 to the extent that State law does not require that special education and related services under Part B of the Act be provided to students with disabilities who, in the last educational placement prior to their incarceration in an adult correctional facility—</p> <p>(A) Were not actually identified as being a child with a disability under § 300.8; and</p> <p>(B) Did not have an IEP under Part B of the Act.</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>G. Graduation planning and post-secondary transitions.</p> <p>...</p> <p>(6) Students eligible for special education services are entitled to a FAPE through age 21. If a student turns 22 during the school year, that student shall be allowed to complete the school year and shall continue to receive special education and related services during that school year. If the student turns 22 prior to the first day of the school year, the student is no longer eligible to receive special education and related services.</p> <p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>K. Graduation requirements.</p> <p>(13) Graduation requirements for issuance of a conditional certificate of transition for students with an IEP. The development of a program of study and the granting of a diploma, or use of a conditional</p>	<p>Cimarron Municipal Schools recognizes that children with disabilities who have not graduated with a regular high school diploma still have an entitlement to a FAPE until the child reaches the age at which eligibility ceases under the age requirements within the State. (See 71 Fed. Reg. 46580 (August 14, 2006))</p>
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<p>(ii) The exception in paragraph (a)(2)(i) of this section does not apply to children with disabilities, aged 18 through 21, who—</p> <p>(A) Had been identified as a child with a disability under § 300.8 and had received services in accordance with an IEP, but who left school prior to their incarceration; or</p> <p>(B) Did not have an IEP in their last educational setting, but who had actually been identified as a child with a disability under § 300.8.</p> <p>(3)</p> <p>(i) Children with disabilities who have graduated from high school with a regular high school diploma.</p> <p>(ii) The exception in paragraph (a)(3)(i) of this section does not apply to children who have graduated from high school but have not been awarded a regular high school diploma.</p> <p>(iii) Graduation from high school with a regular high school diploma constitutes a change in placement, requiring written prior notice in accordance with §300.503.</p> <p>(iv) As used in paragraphs (a)(3)(i) through (a)(3)(iii) of this section, the term <i>regular high school diploma</i> means the standard high school diploma awarded to the preponderance of student in the State that is fully aligned with State standard, or a higher diploma, except that a regular high school diploma shall not be aligned to the alternate academic achievement standards described in section 111(b)(1)(E) of the ESEA. A regular high school diploma does not include a recognized equivalent of a diploma, such as a general</p>	<p>certificate of transition in the form of a continuing or transition individualized educational program (IEP) for students receiving special education services, includes the following governing principles:</p> <p>...</p> <p>(o) Students eligible for special education services are entitled to a FAPE through age 21. If a student turns 22 during the school year, the student shall be allowed to complete the school year. If a student becomes 22 prior to the first day of the school year, the student is no longer eligible to receive special education services.</p> <p>(p) The receipt of a diploma terminates the service eligibility of students with special education needs.</p> <p>(q) All diplomas awarded by a school district or charter school shall be identical in appearance, content and effect, except that symbols or notations may be added to individual students' diplomas to reflect official school honors or awards earned by students.</p>	
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<p>equivalency diploma, certificate of completion, certificate of attendance or similar lesser credential. (4) Children with disabilities who are eligible under subpart H of this part, but who receive early intervention services under Part C of the Act.</p> <p>(b) <i>Documents relating to exceptions.</i> The State must assure that the information it has provided to the Secretary regarding the exceptions in paragraph (a) of this section, as required by §300.700 (for purposes of making grants to States under this part), is current and accurate.</p> <p>(Authority: 20 U.S.C. 1412(a)(1)(B)–(C))</p>		
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<p><a href="#">Other FAPE Requirements</a></p>		
<p><a href="#">§ 300.103 FAPE—methods and payments.</a></p>		

<p>(a) Each State may use whatever State, local, Federal, and private sources of support are available in the State to meet the requirements of this part. For example, if it is necessary to place a child with a disability in a residential facility, a State could use joint agreements between the agencies involved for sharing the cost of that placement.</p> <p>(b) Nothing in this part relieves an insurer or similar third party from an otherwise valid obligation to provide or to pay for services provided to a child with a disability.</p> <p>(c) Consistent with § 300.323(c), the State must ensure that there is no delay in implementing a child's IEP, including any case in which the payment source for providing or paying for special education and related services to the child is being determined.</p> <p>(Authority: 20 U.S.C. 1401(8), 1412(a)(1)).</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>B. Public agency funding and staffing.</p> <p>(1) Each public agency that provides special education or related services to children with disabilities shall allocate sufficient funds, staff, facilities and equipment to ensure that the requirements of IDEA and all department rules and standards that apply to programs for children with disabilities are met.</p> <p>(2) The public agency with primary responsibility for ensuring that FAPE is available to a child with a disability on the date set by the department for a child count or other report shall include that child in its report for that date. Public agencies with shared or successive responsibilities for serving a particular child during a single fiscal year are required to negotiate equitable arrangements through joint powers agreements or memorandums of understanding or interstate agreements for sharing the funding and other resources available for that child. Such agreements shall include provisions with regard to resolving disputes between the parties to the agreement.</p>	<p>CIMARRON MUNICIPAL SCHOOLS assures that it has allocated sufficient funds, staff, facilities and equipment to ensure that the requirements of the IDEA and all department rules and standards that apply to programs for children with disabilities are met.</p>
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<p><a href="#">§ 300.104 Residential placement</a></p>		
<p>If placement in a public or private residential program is necessary to provide special education and related services to a child with a disability, the program, including non-medical care and room and board, must be at no cost to the parents of the child.</p> <p>(Authority: 20 U.S.C. 1412(a)(1), 1412(a)(10)(B))</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>B. Public agency funding and staffing.</p> <p>...</p> <p>(3) Placement of students in private residential treatment centers, or other out of home treatment or habilitation programs, by the IEP team or by a due process decision. In no event shall a child with an IEP be allowed to remain in an out of home treatment or habilitation program for more than 10 days without receiving special education and related services. The school district in which the qualified student or school-age person lives, whether in-state or out-of-state, is responsible for the educational, nonmedical care and room and board costs of that placement.</p> <p>(a) Agreements between the resident school district of the qualified student or school-age person and a private residential treatment center must be on the form posted on the department's website or on a form otherwise approved by the department and must be reviewed and approved by the secretary of public education.</p> <p>(b) Agreements must provide for:</p> <p>(i) student evaluations and eligibility;</p> <p>(ii) an educational program for each qualified student or school-age person that meets state standards for such programs, except that teachers employed by private schools are not required to be highly qualified;</p> <p>(iii) the provision of special education and related services in conformance with an IEP that meets the requirements of federal</p>	<p>CIMARRON MUNICIPAL SCHOOLS understands that parents are not required to bear the costs of a public or private residential placement if such placement is determined necessary to provide a FAPE. (See 71 Fed. Reg. 46581 (August 14, 2006)) The IEP Team determines whether a residential placement is the least restrictive environment for providing a FAPE to an individual child.</p>

	<p>and state law and applicable regulations and rules;</p> <ul style="list-style-type: none"> <li>(iv) adequate classroom or other physical space that allows the school district to provide an appropriate education;</li> <li>(v) a detailed description of the costs for the placement; and</li> <li>(vi) an acknowledgement of the authority of the local school board and the department to conduct on-site evaluations of programs and student progress to ensure that state standards are met.</li> </ul> <p>(4) Placement of students in public residential treatment centers, or other out of home treatment or habilitation programs, by the IEP team or by a due process decision. The sending school shall be responsible for the provision of special education and related services. In no event shall a child with an IEP be allowed to remain in an out of home treatment or habilitation program for more than 10 days without receiving special education and related services.</p>	
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<p><a href="#"><u>§ 300.105 Assistive technology.</u></a></p>		
<p>(a) Each public agency must ensure that assistive technology devices or assistive technology services, or both, as those terms are defined in §§ 300.5 and 300.6, respectively, are made available to a child with a disability if required as a part of the child's—</p> <ul style="list-style-type: none"> <li>(1) Special education under § 300.39;</li> <li>(2) Related services under § 300.34; or</li> </ul>		<p>34 C.F.R. § 300.105 specifies the circumstances under which CIMARRON MUNICIPAL SCHOOLS is responsible for making available assistive technology devices and assistive technology services to children with disabilities. (See 71 Fed. Reg. 46581 (August 14, 2006))</p> <p>Whether an augmentative communication device, playback devices, or other devices could be considered an assistive technology device for a child depends on</p>



<p>(3) Supplementary aids and services under §§300.42 and 300.114(a)(2)(ii).</p> <p>(b) On a case-by-case basis, the use of school-purchased assistive technology devices in a child's home or in other settings is required if the child's IEP Team determines that the child needs access to those devices in order to receive FAPE. —</p> <p>(Authority: 20 U.S.C. 1412(a)(1), 1412(a)(12)(B)(i))</p>		<p>whether the device is used to increase, maintain, or improve the functional capabilities of a child with a disability, and whether the child's IEP Team determines that the child needs the device in order to receive a FAPE. (See 71 Fed. Reg. 46547 (August 14, 2006))</p> <p>As a general matter, however, CIMARRON MUNICIPAL SCHOOLS is not responsible for providing personal devices, such as eyeglasses or hearing aids that a child with a disability requires, regardless of whether the child is attending school. (See 71 Fed. Reg. 46581 (August 14, 2006))</p> <p>If a hearing aid meets the definition of an <i>assistive technology device</i> for a particular child, CIMARRON MUNICIPAL SCHOOLS is responsible for the provision of the assistive technology device as part of FAPE, only if: the device is required as part of the child's <i>special education</i> defined in § 300.39; <i>related services</i> defined in § 300.34; or <i>supplementary aids and services</i> defined in § 300.42. CIMARRON MUNICIPAL SCHOOLS expects the IEP Team to make this decision on an individualized basis. (See 71 Fed. Reg. 46581 (August 14, 2006))</p> <p>If an IEP Team determines that the child requires a personal device that is not surgically implanted (e.g., eyeglasses) in order to receive a FAPE, CIMARRON MUNICIPAL SCHOOLS will ensure that the device is provided at no cost to the child's parents. (See 71 Fed. Reg. 46581 (August 14, 2006))</p>
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<p><a href="#">§ 300.106 Extended school year services.</a></p>		
<p>(a) <i>General.</i></p> <p>(1) Each public agency must ensure that extended school year services are available as necessary to provide FAPE, consistent with paragraph (a)(2) of this section.</p>		<p>CIMARRON MUNICIPAL SCHOOLS recognizes that some children with disabilities may not receive a FAPE unless they receive necessary services during times when other children, both disabled and nondisabled, normally would not be served. (See 71 Fed. Reg. 46581 (August 14, 2006))</p>

<p>(2) Extended school year services must be provided only if a child's IEP Team determines, on an individual basis, in accordance with §§ 300.320 through 300.324, that the services are necessary for the provision of FAPE to the child.</p> <p>(3) In implementing the requirements of this section, a public agency may not—</p> <p>(i) Limit extended school year services to particular categories of disability; or</p> <p>(ii) Unilaterally limit the type, amount, or duration of those services.</p> <p>(b) <i>Definition.</i> As used in this section, the term extended school year services means special education and related services that—</p> <p>(1) Are provided to a child with a disability—</p> <p>(i) Beyond the normal school year of the public agency;</p> <p>(ii) In accordance with the child's IEP; and</p> <p>(iii) At no cost to the parents of the child; and</p> <p>(2) Meet the standards of the SEA.</p> <p>(Authority: 20 U.S.C. 1412(a)(1))</p>		<p>The determination of whether a child requires extended school year (ESY) services for FAPE is an IEP Team decision.</p> <p>With respect to ESY services, CIMARRON MUNICIPAL SCHOOLS expects that the IEP Team analysis of whether the child's level of achievement would be jeopardized by a summer break in his or her structured educational programming will be based not only on retrospective data, such as past regression and rate of recoupment, but also on predictive data, based on the opinion of professionals in consultation with the child's parents, and circumstantial considerations of the child's individual situation at home and in his or her neighborhood and community. (See <i>Johnson v. Bixby Independent Sch. Dist. No. 4</i>, 921 F.2d 1022, 1028 (10th Cir. 1990))</p> <p>Typically, ESY services are provided during the summer months. However, ESY services will be provided to a child with a disability during times other than the summer, such as before and after regular school hours or during school vacations, if the IEP Team determines that the child requires ESY services during those time periods in order to receive a FAPE. CIMARRON MUNICIPAL SCHOOLS recognizes that the regulations give the IEP Team the flexibility to determine when ESY services are appropriate, depending on the circumstances of the individual child. (See 71 Fed. Reg. 46582 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the Mountain Plains Regional Resource Center's <a href="#">Primer on the Provision of Extended School Year Services for Parents and Educators</a> (2006), available through the NMPED website.</p>
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<p><a href="#">§ 300.107 Nonacademic services.</a></p>		
<p>The State must ensure the following:</p> <ul style="list-style-type: none"> <li>(a) Each public agency must take steps, including the provision of supplementary aids and services determined appropriate and necessary by the child's IEP Team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities.</li> <li>(b) Nonacademic and extracurricular services and activities may include counseling services, athletics, transportation, health services, recreational activities, special interest groups or clubs sponsored by the public agency, referrals to agencies that provide assistance to individuals with disabilities, and employment of students, including both employment by the public agency and assistance in making outside employment available.</li> </ul> <p>(Authority: 20 U.S.C. 1412(a)(1))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will take steps, including the provision of supplementary aids and services determined appropriate and necessary by a child's IEP Team, to provide nonacademic and extracurricular services and activities in the manner necessary to afford children with disabilities an equal opportunity for participation in those services and activities. (See 71 Fed. Reg. 46541 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not consider the list of nonacademic and extracurricular services and activities in § 300.107(b) to be exhaustive. The list provides examples of services and activities that may afford children with disabilities an equal opportunity for participation in the services offered to other children of the public agency. (See 71 Fed. Reg. 46583 (August 14, 2006))</p>

<p><a href="#">§ 300.108 Physical education.</a></p>		
<p>The State must ensure that public agencies in the State comply with the following:</p> <ul style="list-style-type: none"> <li>(a) <i>General.</i> Physical education services, specially designed if necessary, must be made available to every child with a disability receiving FAPE, unless the public agency enrolls children without disabilities and does not provide physical education to children without disabilities in the same grades.</li> <li>(b) <i>Regular physical education.</i> Each child with a disability must be afforded the opportunity to</li> </ul>	<p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <ul style="list-style-type: none"> <li>K. Graduation requirements.</li> <li>...</li> <li>(12) Excuses from physical education. The physical education graduation requirement may be waived by the secretary, based upon a request by the local superintendent or charter school administrator with documentation from a licensed medical doctor, osteopath, certified nurse practitioner with</li> </ul>	<p>CIMARRON MUNICIPAL SCHOOLS makes physical education available equally to children with disabilities and children without disabilities. If physical education is not available to all children (<i>i.e.</i>, children with and without disabilities), the CIMARRON MUNICIPAL SCHOOLS is not required to make physical education available for children with disabilities (<i>e.g.</i>, a district may provide physical education to all children through grade 10, but not to any children in their junior and senior years). However, if physical education is specially designed to meet the unique needs of a child</p>

<p>participate in the regular physical education program available to nondisabled children unless—</p> <ul style="list-style-type: none"> <li>(1) The child is enrolled full time in a separate facility; or</li> <li>(2) The child needs specially designed physical education, as prescribed in the child’s IEP.</li> </ul> <p>(c) <i>Special physical education.</i> If specially designed physical education is prescribed in a child’s IEP, the public agency responsible for the education of that child must provide the services directly or make arrangements for those services to be provided through other public or private programs.</p> <p>(d) <i>Education in separate facilities.</i> The public agency responsible for the education of a child with a disability who is enrolled in a separate facility must ensure that the child receives appropriate physical education services in compliance with this section.</p> <p>(Authority: 20 U.S.C. 1412(a)(5)(A))</p>	<p>prescriptive authority or chiropractor, that the student has a permanent or chronic condition that does not permit physical activity. Such requests shall be submitted using the department’s physical education waiver request form. This form shall include: name of superintendent; district/school; mailing address; phone; fax; email address; name of a secondary contact person including the same information; date of submission; local board policy requirement and approval, if required; date of board approval; statement of applicable district or charter school policy and, for each student for whom the waiver is requested: name, school and year of student graduation, district affirmation that it possesses required medical documentation, name and email address of school principal and rationale for the request. A student receiving special education supports and services pursuant to the IDEA or Section 504 of the federal Rehabilitation Act may also be eligible to request this waiver, when appropriate medical documentation is provided in the IEP.</p>	<p>with a disability and is set out in that child’s IEP, CIMARRON MUNICIPAL SCHOOLS will provide those services whether or not they are provided to other children in the CIMARRON MUNICIPAL SCHOOLS. (See 71 Fed. Reg. 46583 (August 14, 2006))</p>
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<p><a href="#">§ 300.109 Full educational opportunity goal (FEOG).</a></p>		
<p>The State must have in effect policies and procedures to demonstrate that the State has established a goal of providing full educational opportunity to all children with disabilities, aged birth through 21, and a detailed timetable for accomplishing that goal.</p> <p>(Authority: 20 U.S.C. 1412(a)(2))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will provide full educational opportunity to all children with disabilities, including by taking steps to ensure that children with disabilities have access to the same program options that are available to nondisabled children. CIMARRON MUNICIPAL SCHOOLS recognizes that this would apply to dual enrollment programs in post-secondary or community-based settings. Therefore, to the extent that CIMARRON MUNICIPAL SCHOOLS offers dual enrollment programs in post-secondary or community-based settings to a nondisabled student, CIMARRON MUNICIPAL SCHOOLS would have that option available to a student with disabilities whose IEP Team determined that such a program would best meet the student's needs. (See 71 Fed. Reg. 46583 (August 14, 2006))</p>
<p><a href="#">§ 300.110 Program options.</a></p>		
<p>The State must ensure that each public agency takes steps to ensure that its children with disabilities have available to them the variety of educational programs and services available to nondisabled children in the area served by the agency, including art, music, industrial arts, consumer and homemaking education, and vocational education.</p> <p>(Authority: 20 U.S.C. 1412(a)(2), 1413(a)(1))</p>		<p>CIMARRON MUNICIPAL SCHOOLS recognizes a full educational opportunity would apply to dual enrollment programs in post-secondary or community-based settings. Therefore, to the extent that CIMARRON MUNICIPAL SCHOOLS offers dual enrollment programs in post-secondary or community-based settings to a nondisabled student, CIMARRON MUNICIPAL SCHOOLS would have that option available to a student with disabilities whose IEP Team determined that such a program would best meet the student's needs. (See 71 Fed. Reg. 46583 (August 14, 2006))</p>

<p><a href="#">§ 300.111 Child find.</a></p>		
<p>(a) <i>General.</i></p> <p>(1) The State must have in effect policies and procedures to ensure that—</p> <p>(i) All children with disabilities residing in the State, including children with disabilities who are homeless children or are wards of the State, and children with disabilities attending private schools, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated; and</p> <p>(ii) A practical method is developed and implemented to determine which children are currently receiving needed special education and related services.</p> <p>(b) <i>Use of term developmental delay.</i> The following provisions apply with respect to implementing the child find requirements of this section:</p> <p>(1) A State that adopts a definition of <i>developmental delay</i> under § 300.8(b) determines whether the term applies to children aged three through nine, or to a subset of that age range (e.g., ages three through five).</p> <p>(2) A State may not require an LEA to adopt and use the term <i>developmental delay</i> for any children within its jurisdiction.</p> <p>(3) If an LEA uses the term <i>developmental delay</i> for children described in § 300.8(b), the LEA must conform to both the State’s definition of that term and to the age range that has been adopted by the State.</p> <p>(4) If a State does not adopt the term <i>developmental delay</i>, an LEA may not</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>A. Compliance with applicable laws and rule. Each New Mexico public agency, within the scope of its authority, shall develop and implement appropriate policies, procedures, programs and services to ensure that all children with disabilities who reside within the public agency’s educational jurisdiction, including children who are enrolled in private schools or facilities such as residential treatment centers, day treatment centers, hospitals, mental health institutions, or are schooled at home, are identified and evaluated and have access to a free appropriate public education (FAPE) in compliance with all applicable requirements of state and federal laws and rules. This obligation applies to all New Mexico public agencies that are responsible under laws, rules, rules [sic] or written agreements for providing educational services for children with disabilities, regardless of whether that public agency receives funds under IDEA and regardless of whether it provides special education and related services directly, by contract, by referrals to private schools or facilities including residential treatment centers, day treatment centers, hospitals, mental health institutions or through other arrangements.</p> <p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>A. Child find. Each public agency shall adopt and implement policies and procedures to ensure that all children with disabilities who reside within the public agency’s educational jurisdiction, including children with disabilities attending private schools or facilities such as residential treatment centers, day treatment centers, hospitals, mental health institutions, detention</p>	<p>CIMARRON MUNICIPAL SCHOOLS will comply with its child find obligations.</p> <p>CIMARRON MUNICIPAL SCHOOLS has adopted and will implement the following procedures to ensure that all children with disabilities within its educational jurisdiction and who are in need of special education and related services, are located, evaluated and identified: [INSERT]</p> <p>CIMARRON MUNICIPAL SCHOOLS permits referrals from any source that suspects a child may be eligible for special education and related services. CIMARRON MUNICIPAL SCHOOLS’s child find activities typically include a screening process to determine whether the child should be referred for a full evaluation to determine eligibility for special education and related services. Persons such as employees of the SEA, CIMARRON MUNICIPAL SCHOOLS, or other public agencies responsible for the education of the child may identify children who might need to be referred for an evaluation. However, it is the parent of a child and the CIMARRON MUNICIPAL SCHOOLS that have the responsibility to initiate the evaluation procedures. (See 71 Fed. Reg. 46636 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not specify how long a child can receive early intervening services before an initial evaluation is conducted. If a child receiving early intervening services is suspected of having a disability, CIMARRON MUNICIPAL SCHOOLS will conduct a full and individual evaluation in accordance with §§ 300.301, 300.304 and 300.305 to determine if the child is a child with a disability and needs special education and related services. (See 71 Fed. Reg. 46626 (August 14, 2006))</p>

<p>independently use that term as a basis for establishing a child's eligibility under this part.</p> <p>(c) <i>Other children in child find.</i> Child find also must include—</p> <ol style="list-style-type: none"> <li>(1) Children who are suspected of being a child with a disability under § 300.8 and in need of special education, even though they are advancing from grade to grade; and</li> <li>(2) Highly mobile children, including migrant children.</li> </ol> <p>(d) <i>Construction.</i> Nothing in the Act requires that children be classified by their disability so long as each child who has a disability that is listed in § 300.8 and who, by reason of that disability, needs special education and related services is regarded as a child with a disability under Part B of the Act.</p> <p>(Authority: 20 U.S.C. 1401(3)); 1412(a)(3))</p>	<p>and correctional facilities, children who are schooled at home, highly mobile children, children who reside on Indian reservations and children who are advancing from grade to grade, regardless of the severity of their disability, and who are in need of special education and related services, are located, evaluated and identified in compliance with all applicable requirements of 34 CFR Secs. 300.111, 300.131, 300.301 through 300.306 and these or other department rules and standards. For preschool children, child find screenings shall serve as interventions under Subsection B of 6.31.2.10 NMAC.</p> <p>B. The public agency shall follow a three layer model of student intervention as a proactive system for early intervention for students who demonstrate a need for educational support for learning as set forth in Subsection D of 6.29.1.9 NMAC.[Correct citation is 6.29.1.9(E) NMAC]</p> <p>C. Criteria for identifying children with perceived specific learning disabilities.</p> <ol style="list-style-type: none"> <li>(1) Each public agency shall use the three layer model of student intervention for students suspected of having a perceived specific learning disability, consistent with the department rules, policies and standards for children who are being referred for evaluation due to a suspected disability under the specific learning disability category in compliance with 34 CFR Sec. 300.307.</li> </ol> <p>...</p> <ol style="list-style-type: none"> <li>(d) Notwithstanding the provision of Subsection D of 6.31.2.10 NMAC, a parent may request an initial special education evaluation at any time during the public agency's implementation of layers 1 and 2 of the three-layer model of student intervention. If the public agency agrees with the parent that the child may be a child who is eligible for special education services, the public agency shall evaluate the child. If the public agency declines the parent's request for an evaluation, the public agency shall issue prior written notice in accordance with 34 CFR</li> </ol>	<p>In CIMARRON MUNICIPAL SCHOOLS, child find is an ongoing process. CIMARRON MUNICIPAL SCHOOLS expects that children whose parents revoke consent will be identified, located and offered an evaluation in the same manner as any other child if the child is suspected of having a disability and being in need of special education and related services. CIMARRON MUNICIPAL SCHOOLS has policies and procedures in place to ensure effective child find, including that general education teachers make appropriate referrals of children suspected of having a disability, which would include the referral of children whose parents have previously revoked consent for such services. (See 73 Fed. 73012 (December 1, 2008))</p>
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	<p style="text-align: center;">Sec. 300.503. The parent may challenge this decision by requesting a due process hearing.</p> <p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>M. Children in detention and correctional facilities.</p> <p>...</p> <p>(9) Children placed in juvenile or adult detention or correctional facilities shall be provided learning opportunities and instruction that meet the state standards with benchmarks.</p> <p>N. Children in private schools or facilities.</p> <p>...</p> <p>(8) Children schooled at home. Each LEA shall locate, evaluate and determine the eligibility of children with disabilities who are schooled at home pursuant Subsection H of 22-2-2 NMSA 1978.</p> <p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>AA. Multi-Layered System of Supports (MLSS)” means a coordinated and comprehensive framework that uses increasingly intensive evidence-based academic and behavioral supports that address student needs as evidenced by student data. IT is a model for holistic school improvement that provides progress measures for additional supports such as school-based team structures, professional development, health and wellness, and family and community engagement. MLSS satisfies the definition of “multi-tiered system of supports” contained within the ESSA.</p> <p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>E. Student intervention system. The school and school district shall follow the multi-layered system of supports</p>	
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	<p>(MLSS), which is a three-layer model of student intervention as a proactive system for early intervention for students who demonstrate a need for educational support for learning or behavior. All students shall have access to layer 1, 2, and 3 interventions without a need to convene a SAT team or a referral to special education or related services. At any layer, a referral from a parent, a school staff member, or if other information available to a school or district suggests that a particular student needs educational support for learning or behavior, then the student shall be referred to the SAT. Likewise, at any layer, a parent may request initial evaluation to determine whether a student is a child with a disability requiring special education and related service, in accordance with 6.31.2.10 NMAC. There are no additional documentation requirements under the MLSS outside of what is already required for education professionals.</p> <p>(1) In layer 1, the school and school district shall ensure that adequate universal screening in the areas of general health and well-being, language proficiency status, and academic levels of proficiency has been completed for each student enrolled. If data from universal screening and progress monitoring suggests that a particular student is in need of additional behavioral and academic supports, then teacher teams shall make a determination on whether or not the student would benefit from layer 2 interventions. Teacher teams, when making a determination for moving a student up or down a layer may consult with non-teacher staff such as counselors, paraprofessionals, administrators, and ancillary personnel to inform the teacher team on how to plan and implement relevant learner interventions in the general education environment.</p> <p>(2) In layer 2, a properly-constituted teacher team shall conduct the student study process and consider, implement, and document the effectiveness of appropriate evidence-based interventions utilizing curriculum-based measures. As part of this process, the teacher team shall address culture and</p>	<p>CIMARRON MUNICIPAL SCHOOLS uses the NMPED manual, <a href="#">New Mexico Multi-Layered System of Support ( MLSS) Manual (2020)</a> and the <a href="#">MLSS Supplemental Guide for Student Assistance Team (2019)</a> , as its guiding documents in implementing the student intervention system. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>
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	<p>acculturation, socioeconomic status, possible lack of appropriate instruction in reading or math, teaching and learning styles and instructional delivery mechanisms in order to rule out other possible causes of the student's educational difficulties.</p> <p>(3) In layer 3, students are provided with intensive academic and behavioral supports that are progress monitored on a bi-weekly basis. At the end of each progress monitoring cycle, the teacher team shall evaluate the efficacy of the supports provided using all available data. At that time, the teacher team may decide whether to continue with the current support, change the intensity, or nature of support. If progress monitoring data suggests that the learner has benefited from provided layer 3 supports and does not show concern for recidivism, than the teacher team may decide to move the student out of receiving layer 3 supports.</p> <p>(4) All students shall have access to the MLSS layers of screening and support without a referral to SAT or an evaluation to determine eligibility for special education and related services. Nothing in this section prevents a school district from evaluating a student during the provision of any layer of MLSS to determine whether the student is a child with a disability requiring special education and related services. A parent may request an initial special education at any time during the public agency's implementation of MLSS, and a school or school district may determine a referral to special education is necessary at any time during the implementation of MLSS if the student is suspected of having a disability. If a school district rejects a request for initial special education evaluation, the parent may use the IDEA procedural safeguards in 34 CFR Secs. 300.506 through 5007 to dispute the rejection of the request to evaluate.</p> <p>(5) The department's manual, Multi-Layered System of Supports, shall be the guiding document for</p>	
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	<p>schools and districts to use in implementing the student intervention system.</p> <p><b>6.30.17.8 NMAC STRUCTURED LITERACY INSTRUCTION, INTERVENTIONS, AND PROFESSIONAL DEVELOPMENT</b></p> <p>At the beginning of a school year, school districts and charter schools shall notify parents or legal guardians that entering first grade students shall be screened for characteristics of dyslexia. If a student is determined to display characteristics of dyslexia per the department-approved screener, school districts and charter schools shall notify parents of the results of the screening and the structured literacy interventions that are taking place in response to the results. School districts and charter schools shall decide the method by which to inform parents or legal guardians of the results and interventions.</p> <p><b>6.30.17.9 REQUIREMENTS FOR SCREENING, EVALUATION AND INTERVENTION:</b></p> <p>A. Using a department-approved screener, elementary schools shall screen all entering first grade students, in accordance with PED guidance, for dyslexia by the first standardized reporting date.</p> <p>B. A student whose screening demonstrates characteristics of dyslexia shall receive targeted structured literacy interventions with progress monitoring to determine if the student is making adequate progress, pursuant to 22-13-32 NMSA 1978, or be referred to a student assistance team.</p> <p>C. Consideration shall be given to ensure the student is not demonstrating characteristics of dyslexia solely due to a lack of appropriate English language program or services.</p>	
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	<p>D. Pursuant to 22-13-32 NMSA 1978, if a student does not make adequate progress with targeted structured literacy interventions, a school shall convene a student assistance team to prescribe more frequent and intensive structured literacy interventions with progress monitoring to determine the student's level of progress. The structured literacy interventions prescribed by the student assistance team shall be in accordance with the department's multi-layered system of supports.</p> <p>E. At no time should a student identified as demonstrating characteristics of dyslexia stop receiving targeted structured literacy interventions.</p> <p>F. Pursuant to 22-13-32 NMSA 1978, a parent or legal guardian of a student referred to a student assistance team shall be informed of the parent's right to request an initial special education evaluation at any time. If the school district or charter school agrees that the student may have a disability, the student assistance team shall refer the child for an evaluation without undue delay, and, shall document attempts at obtaining informed consent from the student's parent(s) or legal guardian(s). The student shall be evaluated within 60 days of receiving the parental consent for an initial evaluation. If the school district or charter school refuses the parent's request for an initial evaluation, the school district or charter school shall provide written notice of the refusal to the parent, including notice of the parent's right to challenge the school district's or charter school's decision as provided in state and federal law and rules</p>	
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<p><a href="#">§ 300.112 Individualized education programs (IEP).</a></p>		
<p>The State must ensure that an IEP, or an IFSP that meets the requirements of section 636(d) of the Act, is developed, reviewed, and revised for each child with a disability in accordance with §§ 300.320 through 300.324, except as provided in § 300.300(b)(3)(ii).</p> <p>(Authority: 20 U.S.C. 1412(a)(4))</p>		<p>IDEA 2004 required the U.S. Department of Education to develop a model IEP form. The U.S. Department of Education has developed an IEP form to assist States and school districts in understanding the IEP content requirements. The <a href="#">Model Form: Individualized Education Program</a> developed by the U.S. Department of Education is available through the U.S. Department of Education's website.</p> <p>The NMPED has also developed model IEP forms for <a href="#">Preschool/Elementary School</a> and <a href="#">Secondary</a> (updated February 2015) along with a guide, <a href="#">Developing Quality IEPs</a>, available through the NMPED website.</p> <p>CIMARRON MUNICIPAL SCHOOLS uses a localized IEP form based upon the NMPED form and guidance document.</p>

<p><a href="#">§ 300.113 Routine checking of hearing aids and external components of surgically implanted medical devices.</a></p>		
<p>(a) <i>Hearing aids.</i> Each public agency must ensure that hearing aids worn in school by children with hearing impairments, including deafness, are functioning properly.</p> <p>(b) <i>External components of surgically implanted medical devices.</i></p> <p>(1) Subject to paragraph (b)(2) of this section, each public agency must ensure that the external components of surgically implanted medical devices are functioning properly.</p> <p>(2) For a child with a surgically implanted medical device who is receiving special education and related services under this part, a public agency is not responsible for the post-surgical</p>		<p>CIMARRON MUNICIPAL SCHOOLS recognizes its obligation to change a battery or routinely check an external component of a surgically implanted medical device to make sure it is turned on and operating. However, mapping a cochlear implant (or paying the costs associated with mapping) is not routine checking and is not the responsibility of CIMARRON MUNICIPAL SCHOOLS. (See 71 Fed. Reg. 46581 (August 14, 2006))</p>

<p>maintenance, programming, or replacement of the medical device that has been surgically implanted (or of an external component of the surgically implanted medical device).</p> <p>(Authority: 20 U.S.C. 1401(1), 1401(26)(B))</p>		
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<u><a href="#">Least Restrictive Environment (LRE)</a></u>		
<u><a href="#">§ 300.114 LRE requirements.</a></u>		
<p>(a) <i>General.</i></p> <p>(1) Except as provided in § 300.324(d)(2) (regarding children with disabilities in adult prisons), the State must have in effect policies and procedures to ensure that public agencies in the State meet the LRE requirements of this section and §§ 300.115 through 300.120.</p> <p>(2) Each public agency must ensure that—</p> <p>(i) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and</p> <p>(ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.</p> <p>(b) <i>Additional requirement—State funding mechanism—</i></p> <p>(1) <i>General.</i></p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>C. Least restrictive environment.</p> <p>(1) Except as provided in 34 CFR Sec. 300.324(d) and Subsection K of 6.31.2.11 NMAC (correct citation 6.31.2.11(M) NMAC) for children with disabilities who are convicted as adults under state law and incarcerated in adult prisons, all educational placements and services for children with disabilities shall be provided in the least restrictive environment that is appropriate to each child’s needs in compliance with 34 CFR Secs. 300.114 through 300.120.</p> <p>(2) In determining the least restrictive environment for each child’s needs, public agencies and their IEP teams shall ensure that the following requirements are met.</p> <p>(a) The requirements of 34 CFR Sec. 300.114(a)(2) for each public agency to ensure that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled, and that special classes, separate schooling or other removal of children with disabilities from</p>	<p>CIMARRON MUNICIPAL SCHOOLS acknowledges there is a strong preference in favor of educating children with disabilities in the regular classroom with appropriate aids and supports; however, a regular classroom placement is not appropriate for every child with a disability. Placement decisions will be made on a case-by-case basis and must be appropriate for the needs of the child. (See 71 Fed. Reg. 46589 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS presumes that the first placement option to consider for each child with a disability is the regular classroom in the school that the child would attend if not disabled, with appropriate supplementary aids and services to facilitate such placement. (See 71 Fed. Reg. 46588 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that a change in location is not always a change in placement. A Placement is a point along the child’s continuum of placement options, while location is the physical location where the child receives related services, such as a classroom. However, a change in location may give rise to a change in placement if the change in location substantially alters the student’s educational program (See 71 Fed. Reg. 46,588 (2006); See <i>Letter to Fisher</i>, 21 IDELR 992 (OSEP 1994))</p>

<p>(i) A State funding mechanism must not result in placements that violate the requirements of paragraph (a) of this section; and</p> <p>(ii) A State must not use a funding mechanism by which the State distributes funds on the basis of the type of setting in which a child is served that will result in the failure to provide a child with a disability FAPE according to the unique needs of the child, as described in the child's IEP.</p> <p>(2) <i>Assurance.</i> If the State does not have policies and procedures to ensure compliance with paragraph (b)(1) of this section, the State must provide the Secretary an assurance that the State will revise the funding mechanism as soon as feasible to ensure that the mechanism does not result in placements that violate that paragraph.</p> <p>(Authority: 20 U.S.C. 1412(a)(5))</p>	<p>the general educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.</p> <p>(b) The required continuum of alternative placements as specified in 34 CFR Sec. 300.115.</p> <p>(c) The requirement of 34 CFR Sec. 300.116(c) that each child with a disability be educated in the school that he or she would attend if nondisabled unless the child's IEP requires some other arrangement.</p> <p>(d) The requirement of 34 CFR Sec. 300.116(e) that a child with a disability not be removed from education in age-appropriate regular classrooms solely because of needed modifications in the general curriculum.</p> <p>(e) The requirements of 34 CFR Sec. 300.320(a)(4) that the IEP for each child with a disability include a statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided for the child to be involved and progress in the general curriculum and to participate in extracurricular and other nonacademic activities with nondisabled children.</p> <p>(f) The requirement of 34 CFR Sec. 300.324(a)(3) that the regular education teacher of a child with a disability, as a member of the IEP team, shall assist in determining the supplementary aids and services, program modifications or supports for school personnel that will be provided for the child in compliance with 34 CFR Sec. 300.320(a)(4).</p>	<p>CIMARRON MUNICIPAL SCHOOLS understands that when two or more equally appropriate locations are available, the District can assign the child to the school or classroom of its choosing. However, the District cannot use factors such as the availability of services at a particular school to determine a child's placement on the LRE continuum. (See <a href="#">Letter to Trigg, 50 IDELR 48 (OSEP 2007)</a>).</p>
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	<ul style="list-style-type: none"> <li>(g) The requirement of 34 CFR Sec. 300.320(a)(5) that the IEP include an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and the activities described in 34 CFR Secs. 300.320(a)(4) and 300.117.</li> <li>(h) The requirements of 34 CFR Sec. 300.503 that a public agency give the parents written notice a reasonable time before the public agency proposes or refuses to initiate or change the educational placement of the child or the provision of FAPE to the child and that the notice include a description of any other options considered and the reasons why those options were rejected.</li> <li>(i) The requirement of 34 CFR Sec. 300.120 that the department carry out activities to ensure that Sec. 300.114 is implemented by each public agency and that, if there is evidence that a public agency makes placements that are inconsistent with Sec. 300.114, the department shall review the public agency’s justification for its actions and assist in planning and implementing any necessary corrective action.</li> </ul>	
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<p><a href="#">§ 300.115 Continuum of alternative placements.</a></p>		
<ul style="list-style-type: none"> <li>(a) Each public agency must ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services.</li> <li>(b) The continuum required in paragraph (a) of this section must—             <ul style="list-style-type: none"> <li>(1) Include the alternative placements listed in the definition of special education under § 300.39 (instruction in regular classes, special classes, special schools, home instruction, and</li> </ul> </li> </ul>		<p>CIMARRON MUNICIPAL SCHOOLS will make available a full continuum of placements. CIMARRON MUNICIPAL SCHOOLS understands that there is no requirement that each of the placements on the continuum be utilized.</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that when two or more equally appropriate locations are available, the District can assign the child to the school or classroom of its choosing. However, the District cannot use factors such as the availability of services at</p>



<p>instruction in hospitals and institutions); and</p> <p>(2) Make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement.</p> <p>(Authority: 20 U.S.C. 1412(a)(5))</p>		<p>a particular school to determine a child’s placement on the LRE continuum. (See <a href="#">Letter to Trigg, 50 IDELR 48 (OSEP 2007)</a>).</p>
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<p><a href="#">§ 300.116 Placements.</a></p> <p>In determining the educational placement of a child with a disability, including a preschool child with a disability, each public agency must ensure that—</p> <p>(a) The placement decision—</p> <p>(1) Is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options; and</p> <p>(2) Is made in conformity with the LRE provisions of this subpart, including §§ 300.114 through 300.118;</p> <p>(b) The child’s placement—</p> <p>(1) Is determined at least annually;</p> <p>(2) Is based on the child’s IEP; and</p> <p>(3) Is as close as possible to the child’s home;</p> <p>(c) Unless the IEP of a child with a disability requires some other arrangement, the child is educated in the school that he or she would attend if nondisabled;</p> <p>(d) In selecting the LRE, consideration is given to any potential harmful effect on the child or on the quality of services that he or she needs; and</p>	<p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>J. Length of school day and year.</p> <p>...</p> <p>(3) All students shall be in school-directed programs, exclusive of lunch, for a minimum of the following:</p> <p>(a) kindergarten, for half-day programs: two and one-half (2 and 1/2) hours per day or 450 hours per year; or, for full-day programs: five and one-half (5 and 1/2) hours per day or 990 hours per year;</p> <p>(b) grades one through six: five and one-half (5 and 1/2) hours per day or 990 hours per year; and</p> <p>(c) grades seven through twelve: six (6) hours per day or 1,080 hours per year.</p>	<p>CIMARRON MUNICIPAL SCHOOLS expects the IEP Team to follow the Tenth Circuit standard for determining the least restrictive environment. First, the IEP Team will consider whether education in the regular classroom, with the use of supplementary aids and services, can be achieved satisfactorily. If the answer is “no”, and the IEP Team intends to provide special education or to remove the child from regular education, CIMARRON MUNICIPAL SCHOOLS’s IEP Team will examine whether the school has mainstreamed the child to the maximum extent appropriate. (See L.B. v. Nebo School District, 379 F.3d 966 (10th Cir. 2004))</p> <p>The Tenth Circuit standard includes five factors for consideration:</p> <ul style="list-style-type: none"> <li>■ Whether the district has taken steps to accommodate the child with disabilities in regular education (by providing supplementary aids and services or modifying its regular education program);</li> <li>■ Whether these efforts were sufficient or token (the requirement that districts modify and supplement regular education is broad; however, districts need not provide every conceivable supplementary aid or service to assist the child);</li> <li>■ Whether the child will receive an educational benefit from regular education;</li> </ul>
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<p>(e) A child with a disability is not removed from education in age- appropriate regular classrooms solely because of needed modifications in the general education curriculum.</p> <p>(Approved by the Office of Management and Budget under control number 1820-0030)(Authority: 20 U.S.C. 1412(a)(5))</p>		<ul style="list-style-type: none"> <li>■ The child’s overall educational experience in the mainstreamed environment, balancing the benefits of regular and special education (since, on the one hand, the nonacademic benefit that the child receives from mainstreaming may tip the balance in favor of mainstreaming, even if the child cannot flourish academically; while on the other hand, placing the child in regular education may be detrimental to the child); and</li> <li>■ The effect the disabled child’s presence has on the regular classroom environment.</li> </ul> <p>(See L.B. v. Nebo School District, 379 F.3d 966 (10th Cir. 2004))</p> <p>CIMARRON MUNICIPAL SCHOOLS believes that if a child with a disability has behavioral problems that are so disruptive in a regular classroom that the education of other children is significantly impaired, the needs of the child with a disability generally cannot be met in that environment. However, before making such a determination, CIMARRON MUNICIPAL SCHOOLS will ensure that consideration has been given to the full range of supplementary aids and services that could be provided to the child in the regular educational environment to accommodate the unique needs of the child with a disability. If the IEP Team determines that, even with the provision of supplementary aids and services, the child’s IEP could not be implemented satisfactorily in the regular educational environment, that placement would not be the LRE placement for that child at that particular time, because her or his unique educational needs could not be met in that setting. (See 71 Fed. Reg. 46589 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will utilize the same process for determining the educational placement for children with low-incidence disabilities (including children who are deaf, hard of hearing, or deaf-blind), as used for determining the educational placement for all children with disabilities. That is, each child’s educational placement will be determined on an individual case-by case basis depending on each child’s</p>
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		<p>unique educational needs and circumstances, rather than by the child’s category of disability, and will be based on the child’s IEP. (See 71 Fed. Reg. 46586 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not consider maintaining a child’s placement in an educational program that is substantially and materially similar to the former placement to be a change in placement. (See 71 Fed. Reg. 46588-89 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that there is nothing in the IDEA that requires a detailed explanation in the student’s IEP of why their educational needs or education placements cannot be met in the location the parents request; however, CIMARRON MUNICIPAL SCHOOLS will strive to adequately communicate such to parents. (See 71 Fed. Reg. 46588 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that children with disabilities have available an instructional day commensurate with that of children without disabilities. The IEP Team may provide for a shortened school day as part of the child’s IEP only in rare circumstances specific to the needs of the individual child. (See NMPED memoranda regarding <a href="#">Shortened School Days for Students with Disabilities</a> (November 13, 2002) and <a href="#">Length of School Day and Instructional Time</a> (January 3, 2003))</p> <p>CIMARRON MUNICIPAL SCHOOLS prohibits shortening the school day for a student with disabilities solely to accommodate transportation schedules or in order to accommodate teacher planning time or for administrative convenience. (See NMPED memorandum regarding <a href="#">Length of School Day and Instructional Time</a> (January 3, 2003))</p> <p>CIMARRON MUNICIPAL SCHOOLS will only shorten the school day for a child with a disability in the rare circumstance that it is educationally justified to</p>
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		meet the student's unique needs, as determined and documented by the IEP Team. Legitimate factors that IEP teams consider and that may indicate the need for a shortened school day include the student's stamina, medical needs, and behavioral and/or emotional needs. (See NMPED memorandum regarding <a href="#">Length of School Day and Instructional Time</a> (January 3, 2003))
<a href="#">§ 300.117 Nonacademic settings.</a>		
<p>In providing or arranging for the provision of nonacademic and extracurricular services and activities, including meals, recess periods, and the services and activities set forth in § 300.107, each public agency must ensure that each child with a disability participates with nondisabled children in the extracurricular services and activities to the maximum extent appropriate to the needs of that child. The public agency must ensure that each child with a disability has the supplementary aids and services determined by the child's IEP Team to be appropriate and necessary for the child to participate in nonacademic settings.</p> <p>(Approved by the Office of Management and Budget under control number 1820-0030)(Authority: 20 U.S.C. 1412(a)(5))</p>		CIMARRON MUNICIPAL SCHOOLS will provide supplementary aids and services in extracurricular and nonacademic settings to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate. (See 71 Fed. Reg. 46578 (August 14, 2006))
<a href="#">§ 300.118 Children in public or private institutions.</a>		
<p>Except as provided in § 300.149(d) (regarding agency responsibility for general supervision for some individuals in adult prisons), an SEA must ensure that § 300.114 is effectively implemented, including, if necessary, making arrangements with public and private institutions (such as a memorandum of agreement or special implementation procedures).</p> <p>(Authority: 20 U.S.C. 1412(a)(5))</p>		

<p><a href="#">§ 300.119 Technical assistance and training activities.</a></p>		
<p>Each SEA must carry out activities to ensure that teachers and administrators in all public agencies—</p> <ul style="list-style-type: none"> <li>(a) Are fully informed about their responsibilities for implementing § 300.114; and</li> <li>(b) Are provided with technical assistance and training necessary to assist them in this effort.</li> </ul> <p>(Authority: 20 U.S.C. 1412(a)(5))</p>		

<p><a href="#">§ 300.120 Monitoring activities.</a></p>		
<ul style="list-style-type: none"> <li>(a) The SEA must carry out activities to ensure that § 300.114 is implemented by each public agency.</li> <li>(b) If there is evidence that a public agency makes placements that are inconsistent with § 300.114, the SEA must—             <ul style="list-style-type: none"> <li>(1) Review the public agency’s justification for its actions; and</li> <li>(2) Assist in planning and implementing any necessary corrective action.</li> </ul> </li> </ul> <p>(Authority: 20 U.S.C. 1412(a)(5))</p>		

<p><a href="#">Additional Eligibility Requirements</a></p>		
<p><a href="#">§ 300.121 Procedural safeguards.</a></p>		
<ul style="list-style-type: none"> <li>(a) <i>General.</i> The State must have procedural safeguards</li> </ul>		<p>CIMARRON MUNICIPAL SCHOOLS’s Board Policy along with this Handbook of Procedures constitute the</p>

<p>in effect to ensure that each public agency in the State meets the requirements of §§ 300.500 through 300.536.</p> <p>(b) <i>Procedural safeguards identified.</i> Children with disabilities and their parents must be afforded the procedural safeguards identified in paragraph (a) of this section.</p> <p>(Authority: 20 U.S.C. 1412(a)(6)(A))</p>		<p>Policies and Procedures of CIMARRON MUNICIPAL SCHOOLS which are designed to be consistent with State policies and procedures established under § 300.121 and §§ 300.500 through 300.536 to ensure that children with disabilities and their parents are afforded the procedural safeguards under the IDEA.</p> <p>A current copy of the <b>Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (English Version);</b> <a href="#">Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B (Spanish Version)</a> ; <a href="#">the Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Navajo Version);</a> <a href="#">the Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Vietnamese Version);</a> and the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Russian Version)</a>, are available through the NMPED.</p>
<p><a href="#">§ 300.122 Evaluation.</a></p> <p>Children with disabilities must be evaluated in accordance with §§300.300 through 300.311 of subpart D of this part.</p> <p>(Authority: 20 U.S.C. 1412(a)(7))</p>		<p>CIMARRON MUNICIPAL SCHOOLS’s Board Policy along with this Handbook of Procedures constitute the Policies and Procedures of CIMARRON MUNICIPAL SCHOOLS which are designed to be consistent with State policies and procedures established under § 300.122 and §§ 300.300 through 300.311 to ensure that children with disabilities are evaluated under the IDEA.</p>

<a href="#">§ 300.123 Confidentiality of personally identifiable information.</a>		
<p>The State must have policies and procedures in effect to ensure that public agencies in the State comply with §§ 300.610 through 300.626 related to protecting the confidentiality of any personally identifiable information collected, used, or maintained under Part B of the Act.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS’s Board Policy (including policies to ensure compliance with the Family Educational Rights and Privacy Act) along with this Handbook of Procedures and CIMARRON MUNICIPAL SCHOOLS’s annual FERPA notice constitute the Policies and Procedures of CIMARRON MUNICIPAL SCHOOLS which are designed to be consistent with State policies and procedures established under § 300.123 and §§ 300.610 through 300.626 related to protecting the confidentiality of any personally identifiable information collected, used, or maintained under Part B of the Act.</p>

<a href="#">§ 300.124 Transition of children from the Part C program to preschool programs.</a>		
<p>The State must have in effect policies and procedures to ensure that—</p> <p>(a) Children participating in early intervention programs assisted under Part C of the Act, and who will participate in preschool programs assisted under Part B of the Act, experience a smooth and effective transition to those preschool programs in a manner consistent with section 637(a)(9) of the Act;</p> <p>(b) By the third birthday of a child described in paragraph (a) of this section, an IEP or, if consistent with § 300.323(b) and section 636(d) of the Act, an IFSP, has been developed and is being implemented for the child consistent with §300.101(b); and</p> <p>(c) Each affected LEA will participate in transition planning conferences arranged by the designated lead agency under section 635(a)(10) of the Act.</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>A. Preschool programs for children aged 3 through 5.</p> <p>(1) Each public agency shall ensure that a free appropriate public education is available for each preschool child with a disability within its educational jurisdiction no later than the child’s third birthday and that an individualized education program (IEP) under Part B or an individual family services plan (IFSP) under Part C of IDEA is in effect by that date in compliance with 34 CFR Secs. 300.101, 300.124 and 300.323(b).</p> <p>(2) Eligibility to enroll in Part B preschool program. If a child turns three at any time during the school year and is determined to be eligible under Part B, the child may enroll in a Part B preschool program when the child turns three if the parent so chooses, whether</p>	<p>CIMARRON MUNICIPAL SCHOOLS’s Board Policy along with this Handbook of Procedures constitute the Policies and Procedures of CIMARRON MUNICIPAL SCHOOLS which are designed to be consistent with State policies and procedures established under § 300.124, § 300.101, and § 300.323 for the transition of children from the IDEA Part C programs to IDEA Part B programs.</p> <p>CIMARRON MUNICIPAL SCHOOLS will implement its Policies and Procedures to ensure a smooth and effective transition from IDEA Part C (FIT Program) to Part B programs for preschool children with disabilities within CIMARRON MUNICIPAL SCHOOLS’s educational jurisdiction, in compliance with 34 C.F.R. § 300.124.</p> <p>The IDEA Part C lead agency must share the directory information of potentially eligible students with their LEA(s) including CIMARRON MUNICIPAL SCHOOLS.</p>

<p>(Authority: 20 U.S.C. 1412(a)(9))</p>	<p>or not the child has previously been receiving Part C services.</p> <p>(3) To ensure effective transitioning from IDEA Part C programs to IDEA Part B programs, each public agency shall conduct a full and individual initial comprehensive evaluation, at no cost to the parent, and in compliance with requirements of 34 CFR Secs. 300.300, 300.301, 300.302, 300.304 and 300.305 and other department rules and standards before the initial provision of Part B special education and related services to a child with a disability.</p> <p>(a) The initial comprehensive evaluation process shall be conducted in all areas of suspected disability.</p> <p>(b) The Part B eligibility determination team shall review current assessments and shall determine the additional data and assessments needed for the comprehensive evaluation. Current assessments are defined as assessments, other than medical assessments, conducted no more than six months prior to the date of the meeting of the Part B eligibility determination team.</p> <p>(c) The Part B eligibility determination team shall consider educationally relevant medical assessments as part of the review of existing evaluation data. The determination of eligibility may not be made solely on the basis of medical assessments. If the team considers medical assessments conducted more than six months prior to the date of the meeting, the team shall document the appropriateness of considering such medical assessments.</p> <p>(4) Each public agency shall develop and implement appropriate policies and procedures to ensure a smooth and effective transition from Part C to Part B programs for preschool children with disabilities within the public agency's educational jurisdiction, in compliance with 34 CFR Sec. 300.124. Each LEA and other public agencies as appropriate shall make</p>	<p>CIMARRON MUNICIPAL SCHOOLS will make reasonable efforts to establish productive working relations with local Part C programs and when given reasonable notice shall participate in the ninety day transition planning conferences arranged by local Part C providers.</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that the process of sharing this data must be completed in a Memorandum of Understanding (MOU) or Interagency Agreement between both CIMARRON MUNICIPAL SCHOOLS and the Part C lead agency.</p> <p>On September 6, 2011, the U.S. Department of Education announced the release of the final regulations for the early intervention program under Part C of the IDEA. CIMARRON MUNICIPAL SCHOOLS is committed to a seamless transition of children with disabilities from the Part C program to its Part B program. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the <a href="#">Part C regulations and U.S. Department of Education Non Regulatory Guidance</a> related to same in order to effectuate a seamless transition.</p> <p>CIMARRON MUNICIPAL SCHOOLS uses the NMPED manual, <a href="#">New Mexico Guidance- Children Transitioning from IDEA Part C to Part B (2019)</a>, as its guiding documents in implementing the transition of students from Part C to Part B. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>
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	<p>reasonable efforts to establish productive working relations with local Part C programs and when given reasonable notice shall participate in the transition planning conferences arranged by local Part C providers.</p> <p>(5) In particular:</p> <p>(a) Each LEA shall survey Part C programs within its educational jurisdiction in its child find efforts to identify children who will be eligible to enter the LEA's Part B preschool program in future years.</p> <p>(b) Each LEA shall promote parent and family involvement in transition planning with Part C programs, community programs and related services providers at least six months before the child is eligible to enter the LEA's Part B preschool program.</p> <p>(c) Each LEA shall establish and implement procedures to support successful transitions including parent training, professional development for special educators and general educators, and student and parent self-advocacy training and education.</p> <p>(d) Each LEA shall assist parents in becoming their child's advocates as the child makes the transition through systems.</p> <p>(e) Each LEA shall participate in transition planning conferences arranged by the designated Part C lead agency no less than 90 days prior to the anticipated transition or the child's third birthday, whichever occurs first, to facilitate informed choices for all families.</p> <p>(f) Each LEA shall designate a team including parents and qualified professionals to review existing evaluation data for each child entering the LEA's preschool program in compliance with 34 CFR Sec. 300.305, and based on that review to identify what additional data, if any, are needed to determine the child's eligibility</p>	
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	<p>for Part B services or develop an appropriate program in a manner that is consistent with Paragraph (3) of Subsection A of this section. The notice of procedural safeguards shall be given to the parents as provided in Paragraph (3) of Subsection D of 6.31.2.13 NMAC.</p> <p>(g) Development of IFSP, IEP or IFSP-IEP.</p> <p>(i) The IFSP, IEP, or IFSP-IEP will be developed by a team constituted in compliance with 34 CFR Sec. 300.321 including parents. For children transitioning from Part C programs to Part B programs, the team shall also include one or more early intervention providers who are knowledgeable about the child. “Early intervention providers” are defined as Part C service coordinators or other representatives of the Part C system.</p> <p>(ii) For each child transitioning from a Part C program to a Part B preschool program, the LEA shall initiate a meeting to develop the eligible child’s IFSP, IEP or IFSP-IEP, in accordance with 34 CFR Sec. 300.124. The IFSP, IEP or IFSP shall be developed and implemented no later than the child’s third birthday, consistent with 34 CFR Sec. 300.101(b).</p> <p>(h) In compliance with 34 CFR Sec. 300.101(b)(2), if a child’s birthday occurs during the summer, the child’s IEP team shall determine the date when services under the IEP or IFSP will begin. Each public agency shall engage in appropriate planning with the Part C lead agency so that the eligible child will be prepared to receive Part B special education and related services when the IEP team determines that the services under the IEP or IFSP will begin.</p> <p>(i) Each public agency shall develop policies and procedures to ensure a successful transition from Part B preschool for children with</p>	
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	disabilities who are eligible for continued services in pre-kindergarten and kindergarten.	
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<a href="#">§§ 300.125–300.128</a> [Reserved]		
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<a href="#">Children in Private Schools</a>		
<a href="#">§ 300.129 State responsibility regarding children in private schools.</a>		
<p>The State must have in effect policies and procedures that ensure that LEAs, and, if applicable, the SEA, meet the private school requirements in §§ 300.130 through 300.148.</p> <p>(Authority: 20 U.S.C. 1412(a)(10))</p>		<p>The NMPED has issued a memorandum containing guidance regarding Children in Private Schools (November 14, 2005) available through the NMPED website. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance.</p> <p>The U.S. Department of Education has issued guidance documents titled, "<a href="#">Questions and Answers On Serving Children with Disabilities Placed By Their Parents at Private Schools</a>"(Revised April 2011), available through the U.S. Department of Education website. These guidance documents provide detailed responses to frequently asked questions, and provide a clear explanation of CIMARRON MUNICIPAL SCHOOLS’s duty to parentally-placed private school children. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>

<a href="#">Children With Disabilities Enrolled by Their Parents in Private Schools</a>		
<a href="#">§ 300.130 Definition of parentally-placed private school children with disabilities.</a>		
<p><i>Parentally-placed private school children with disabilities</i> means children with disabilities enrolled by their parents in private, including religious, schools or facilities that meet the definition of elementary school in § 300.13 or secondary school in § 300.36, other than children with disabilities covered under §§ 300.145 through 300.147.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>(a) Parentally placed private school children with disabilities means children with disabilities enrolled by their parents in private schools, including religious schools or facilities, such as residential treatment centers, day treatment centers, hospitals, and mental health institutions, that include other children with disabilities who are covered under 34 CFR Secs. 300.145 through 300.147.</p> <p>(b) A school district in which a private school or facility is located shall not be considered the resident school district of a school-age person if residency is based solely on the school-age person's enrollment at the facility and the school-age person would not otherwise be considered a resident of the state.</p>	<p>New Mexico’s statutory definition of a “private school” specifically excludes a home school. However, CIMARRON MUNICIPAL SCHOOLS’s child find duty still extends to home-school students. (See NMPED Memorandum <a href="#">Children in Private Schools</a> (November 14, 2005))</p>
<a href="#">§ 300.131 Child find for parentally-placed private school children with disabilities.</a>		
<p>(a) <i>General.</i> Each LEA must locate, identify, and evaluate all children with disabilities who are enrolled by their parents in private, including</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p>	<p>CIMARRON MUNICIPAL SCHOOLS’s child find duty applies to students enrolled in private schools by their parents, whether or not accredited, and to homeschooled students within CIMARRON</p>

<p>religious, elementary schools and secondary schools located in the school district served by the LEA, in accordance with paragraphs (b) through (e) of this section, and §§ 300.111 and 300.201.</p> <p>(b) <i>Child find design.</i> The child find process must be designed to ensure—</p> <p>(1) The equitable participation of parentally-placed private school children; and</p> <p>(2) An accurate count of those children.</p> <p>(c) <i>Activities.</i> In carrying out the requirements of this section, the LEA, or, if applicable, the SEA, must undertake activities similar to the activities undertaken for the agency’s public school children.</p> <p>(d) <i>Cost.</i> The cost of carrying out the child find requirements in this section, including individual evaluations, may not be considered in determining if an LEA has met its obligation under §300.133.</p> <p>(e) <i>Completion period.</i> The child find process must be completed in a time period comparable to that for students attending public schools in the LEA consistent with § 300.301.</p> <p>(f) <i>Out-of-State children.</i> Each LEA in which private, including religious, elementary schools and secondary schools are located must, in carrying out the child find requirements in this section, include parentally-placed private school children who reside in a State other than the State in which the private schools that they attend are located.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A)(ii))</p>	<p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(c) Each LEA shall locate, identify and evaluate all children with disabilities who are enrolled by their parents in private schools, including religious elementary schools and secondary schools located in the education jurisdiction of the LEA, in accordance with 34 CFR Secs. 300.131 and 300.111.</p>	<p>MUNICIPAL SCHOOLS’s jurisdiction, whether or not registered with the NMPED. (See NMPED Memorandum regarding <a href="#">Children in Private Schools</a> (November 14, 2005))</p> <p>CIMARRON MUNICIPAL SCHOOLS will monitor and document all child find activities that include homeschooled and private school students within their respective jurisdictions, including the specific activities conducted, the dates of each activity, and the results of each activity. (See NMPED Memorandum regarding <a href="#">Children in Private Schools</a> (November 14, 2005))</p> <p>All screenings and evaluations resulting from CIMARRON MUNICIPAL SCHOOLS’s child find activities will be free to parents, including parents of home-schooled students and parents of students who attend private school by parent choice. (See NMPED Memorandum regarding <a href="#">Children in Private Schools</a> (November 14, 2005))</p> <p>CIMARRON MUNICIPAL SCHOOLS has options as to ensure child find responsibilities. CIMARRON MUNICIPAL SCHOOLS may assume the responsibility or contract with another public agency, or make other arrangements. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>CIMARRON MUNICIPAL SCHOOLS’s child find duty for parentally-placed children with disabilities in private schools extends to children aged 3 through 5 only if the school or facility meets the definition of “elementary school”. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>The child find activities conducted by CIMARRON MUNICIPAL SCHOOLS for parentally-placed private school children will be similar to activities undertaken for child find for children in CIMARRON MUNICIPAL SCHOOLS, and will not be delayed. (See OSERS Q/A</p>
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		<p>on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>CIMARRON MUNICIPAL SCHOOLS’s child find duty also includes children from other states attending private elementary schools and secondary schools located in CIMARRON MUNICIPAL SCHOOLS. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>
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<p><a href="#">§ 300.132 Provision of services for parentally-placed private school children with disabilities—basic requirement.</a></p>		
<p>(a) General. To the extent consistent with the number and location of children with disabilities who are enrolled by their parents in private, including religious, elementary schools and secondary schools located in the school district served by the LEA, provision is made for the participation of those children in the program assisted or carried out under Part B of the Act by providing them with special education and related services, including direct services determined in accordance with § 300.137, unless the Secretary has arranged for services to those children under the by-pass provisions in §§300.190 through 300.198.</p> <p>(b) Services plan for parentally-placed private school children with disabilities. In accordance with paragraph (a) of this section and §§ 300.137 through 300.139, a services plan must be developed and implemented for each private school child with a disability who has been designated by the LEA in which the private school is located to receive special education and related services under this part.</p> <p>(c) Record keeping. Each LEA must maintain in its records, and provide to the SEA, the following</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(d) Each public agency shall develop a “service plan” that describes the special education and related services the LEA will provide to a parentally placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with 34 CFR Sec. 300.132 and that is developed and implemented in accordance with 34 CFR Secs. 300.137 through 300.139. The provision applies only to private schools and not to private facilities where an IEP shall be in place.</p> <p>(e) Pursuant to 34 CFR Sec. 300.133, each LEA is obligated to spend a proportionate amount of its federal IDEA Part B funds to assist private school children with disabilities placed in a</p>	<p>If appropriate, CIMARRON MUNICIPAL SCHOOLS will inform the parents that the LEA of residence is responsible for providing the child a free appropriate public education (FAPE) if the student leaves the private school and enrolls in public school. If the parent makes clear his or her intention to keep the child in the private school, the LEA where the child resides does not have to create an IEP. (See NMPED Q/A on <a href="#">IDEA and Private Schools</a> (May 7, 2010))</p> <p>Every parentally-placed private school child with a disability attending a private school within CIMARRON MUNICIPAL SCHOOLS, who has been designated by the CIMARRON MUNICIPAL SCHOOLS to receive special education and related services, will have a service plan. The plan will describe the specific special education or related services that CIMARRON MUNICIPAL SCHOOLS will provide to the child. CIMARRON MUNICIPAL SCHOOLS will ensure that a representative of the private school attends each meeting to develop the plan, or use other methods to ensure participation by the private school, including conference telephone calls. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>

<p>information related to parentally-placed private school children covered under §§300.130 through 300.144:</p> <ul style="list-style-type: none"> <li>(1) The number of children evaluated;</li> <li>(2) The number of children determined to be children with disabilities; and</li> <li>(3) The number of children served.</li> </ul> <p>(Authority: 20 U.S.C. 1412(a)(10)(A)(i))</p>	<p>private school or private facility by a parent who assumes responsibility for such placement. In doing so, LEAs shall use the formula for calculating proportionate amount and annual count of parentally placed private school children with disabilities in accordance with 34 CFR Sec. 300.133. The public agency shall not use IDEA funds to benefit private schools as provided in 34 CFR Sec. 300.141. The state is not required to distribute state funds for such school-age persons. Furthermore, the constitution and laws of New Mexico prohibit public agencies from spending state funds to assist private schools or facilities or their students.</p> <p>...</p> <ul style="list-style-type: none"> <li>(7) The department shall assign a unique student identifier for school-age persons who have service plans, including those who are not residents of the state but who are attending private residential treatment facilities in the state.</li> </ul>	<p>The NMPED has developed a model <a href="#">Private School Service Plan</a> form available through the NMPED website. CIMARRON MUNICIPAL SCHOOLS uses a localized service plan form based upon the NMPED form and guidance.</p> <p>Although the IDEA and its regulations do not specify how often a service plan must be written, CIMARRON MUNICIPAL SCHOOLS will generally review and revise a service plan annually, as appropriate. (See OSERS Q &amp; A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>CIMARRON MUNICIPAL SCHOOLS will maintain in its records and provide to the NMPED the number of parentally-placed private school children evaluated, the number of parentally-placed private school children determined to have disabilities under Part B of the IDEA, and the number of children provided with equitable services. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>
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<p><a href="#">§ 300.133 Expenditures.</a></p> <ul style="list-style-type: none"> <li>(a) <i>Formula.</i> To meet the requirement of § 300.132(a), each LEA must spend the following on providing special education and related services (including direct services) to parentally- placed private school children with disabilities: <ul style="list-style-type: none"> <li>(1) For children aged 3 through 21, an amount that is the same proportion of the LEA's total subgrant under section 611(f) of the Act as the number of private school children with disabilities aged 3 through 21 who are enrolled by their parents in private, including religious, elementary schools and secondary schools</li> </ul> </li> </ul>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <ul style="list-style-type: none"> <li>(1) Children enrolled by parents in private schools or facilities.</li> </ul> <p>...</p> <ul style="list-style-type: none"> <li>(e) Pursuant to 34 CFR Sec. 300.133, each LEA is obligated to spend a proportionate amount of its</li> </ul>	<p>If the LEA has not expended the entire proportionate share of its IDEA funds by the end of the fiscal year, CIMARRON MUNICIPAL SCHOOLS will obligate the remaining funds for services for parentally-placed private school students with disabilities during a carry-over period of one additional year. CIMARRON MUNICIPAL SCHOOLS will enter the proportionate share in the uniform chart of accounts. (See NMPED Q/A on <a href="#">IDEA and Private Schools</a> (May 7, 2010))</p> <p>For technical assistance on how to calculate the proportionate share, see OSERS Q &amp; A on <a href="#">Serving</a></p>
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<p>located in the school district served by the LEA, is to the total number of children with disabilities in its jurisdiction aged 3 through 21.</p> <p>(2)</p> <p>(i) For children aged three through five, an amount that is the same proportion of the LEA's total subgrant under section 619(g) of the Act as the number of parentally-placed private school children with disabilities aged three through five who are enrolled by their parents in a private, including religious, elementary school located in the school district served by the LEA, is to the total number of children with disabilities in its jurisdiction aged three through five.</p> <p>(ii) As described in paragraph (a)(2)(i) of this section, children aged three through five are considered to be parentally-placed private school children with disabilities enrolled by their parents in private, including religious, elementary schools, if they are enrolled in a private school that meets the definition of elementary school in §300.13.</p> <p>(3) If an LEA has not expended for equitable services all of the funds described in paragraphs (a)(1) and (a)(2) of this section by the end of the fiscal year for which Congress appropriated the funds, the LEA must obligate the remaining funds for special education and related services (including direct services) to parentally-placed private school children with disabilities during a carry-over period of one additional year.</p> <p>(b) <i>Calculating proportionate amount.</i> In calculating the proportionate amount of Federal funds to be</p>	<p>federal IDEA Part B funds to assist private school children with disabilities placed in a private school or private facility by a parent who assumes responsibility for such placement. In doing so, LEAs shall use the formula for calculating proportionate amount and annual count of parentally placed private school children with disabilities in accordance with 34 CFR Sec. 300.133. The public agency shall not use IDEA funds to benefit private schools as provided in 34 CFR Sec. 300.141. The state is not required to distribute state funds for such school-age persons. Furthermore, the constitution and laws of New Mexico prohibit public agencies from spending state funds to assist private schools or facilities or their students.</p>	<p><a href="#">Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011), Section H.</p> <p>In calculating the proportionate amount of Federal funds to be provided for parentally-placed private school children (ages 5 through 21) with disabilities, CIMARRON MUNICIPAL SCHOOLS will ensure that the count is conducted between October 1st and December 1st of each year, or by the annual child count date set by the New Mexico Public Education Department. (See NMPED Q/A on <a href="#">IDEA and Private Schools</a> (May 7, 2010))</p>
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<p>provided for parentally-placed private school children with disabilities, the LEA, after timely and meaningful consultation with representatives of private schools under § 300.134, must conduct a thorough and complete child find process to determine the number of parentally-placed children with disabilities attending private schools located in the LEA. (See Appendix B for an example of how proportionate share is calculated).</p> <p>(c) <i>Annual count of the number of parentally-placed private school children with disabilities.</i></p> <p>(1) Each LEA must—</p> <p>(i) After timely and meaningful consultation with representatives of parentally-placed private school children with disabilities (consistent with §300.134), determine the number of parentally-placed private school children with disabilities attending private schools located in the LEA; and</p> <p>(ii) Ensure that the count is conducted on any date between October 1 and December 1, inclusive, of each year.</p> <p>(2) The count must be used to determine the amount that the LEA must spend on providing special education and related services to parentally-placed private school children with disabilities in the next subsequent fiscal year.</p> <p>(d) <i>Supplement, not supplant.</i> State and local funds may supplement and in no case supplant the proportionate amount of Federal funds required to be expended for parentally-placed private school children with disabilities under this part.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>		
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<a href="#">§ 300.134 Consultation.</a>		
<p>To ensure timely and meaningful consultation, an LEA, or, if appropriate, an SEA, must consult with private school representatives and representatives of parents of parentally- placed private school children with disabilities during the design and development of special education and related services for the children regarding the following:</p> <p>(a) Child find. The child find process, including—</p> <p>(1) How parentally-placed private school children suspected of having a disability can participate equitably; and</p> <p>(2) How parents, teachers, and private school officials will be informed of the process.</p> <p>(b) <i>Proportionate share of funds.</i> The determination of the proportionate share of Federal funds available to serve parentally-placed private school children with disabilities under § 300.133(b), including the determination of how the proportionate share of those funds was calculated.</p> <p>(c) <i>Consultation process.</i> The consultation process among the LEA, private school officials, and representatives of parents of parentally-placed private school children with disabilities, including how the process will operate throughout the school year to ensure that parentally-placed children with disabilities identified through the child find process can meaningfully participate in special education and related services.</p> <p>(d) <i>Provision of special education and related services.</i> How, where, and by whom special education and related services will be provided for parentally-placed private school children with disabilities, including a discussion of—</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(g) Pursuant to 34 CFR Secs. 300.134 and 300.135, LEAs shall ensure timely and meaningful consultation with private school representatives and representatives of parents of parentally placed private school children with disabilities. If the LEA fails to engage in meaningful and timely consultation or did not give due consideration to a request from private school officials, private school officials have the right to submit a complaint to the department. The private school official and the LEA shall follow the procedures outlined in 34 CFR Sec. 300.136.</p>	<p>CIMARRON MUNICIPAL SCHOOLS believes that effective consultation provides a genuine opportunity for all parties to express their views and to have those views considered by CIMARRON MUNICIPAL SCHOOLS. CIMARRON MUNICIPAL SCHOOLS will strive to establish positive and productive working relationships that make planning easier and ensure that the services provided meet the needs of eligible parentally placed private school children with disabilities. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>CIMARRON MUNICIPAL SCHOOLS will consult, in a timely and meaningful way, with private school representatives and representatives of parents of parentally-placed private school children with disabilities during the design and development of special education and related services for parentally placed private school children. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>In the consultation process, CIMARRON MUNICIPAL SCHOOLS will address the child find process and how parentally-placed private school children suspected of having a disability can participate equitably, including how parents, teachers and private school officials will be informed of the process. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>In the consultation process, CIMARRON MUNICIPAL SCHOOLS will address the proportionate share of federal funds available to serve parentally-placed private school children with disabilities, including the determination of how the share was calculated. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>

<p>(1) The types of services, including direct services and alternate service delivery mechanisms; and</p> <p>(2) How special education and related services will be apportioned if funds are insufficient to serve all parentally-placed private school children; and</p> <p>(3) How and when those decisions will be made;</p> <p>(e) <i>Written explanation by LEA regarding services.</i> How, if the LEA disagrees with the views of the private school officials on the provision of services or the types of services (whether provided directly or through a contract), the LEA will provide to the private school officials a written explanation of the reasons why the LEA chose not to provide services directly or through a contract.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A)(iii))</p>		<p>In the consultation process, CIMARRON MUNICIPAL SCHOOLS will address how, where, and by whom special education and related services will be provided, including a discussion of types of services – including direct services and alternate service delivery mechanisms, as well as how the services will be apportioned if funds are insufficient. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>If CIMARRON MUNICIPAL SCHOOLS disagrees with the views of the private school officials on the provision of services or the types of services, CIMARRON MUNICIPAL SCHOOLS will provide a written explanation of the reasons why CIMARRON MUNICIPAL SCHOOLS chooses not to adopt the recommendations of the private school officials. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>CIMARRON MUNICIPAL SCHOOLS will submit a Consultation Documentation as part of their New Mexico Local Application for IDEA-B Funding. This appears as part of Objective 7 on the application. Representatives of each private school within the CIMARRON MUNICIPAL SCHOOLS’s jurisdiction are required to sign and date this form indicating that they have been made aware by CIMARRON MUNICIPAL SCHOOLS’s appropriate provisions contained in the IDEA. (See NMPED Q/A on <a href="#">IDEA and Private Schools</a> (May 7, 2010))</p>
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<a href="#">§ 300.135 Written affirmation.</a>		
<p>(a) When timely and meaningful consultation, as required by §300.134, has occurred, the LEA must obtain a written affirmation signed by the representatives of participating private schools.</p> <p>(b) If the representatives do not provide the affirmation within a reasonable period of time, the LEA must forward the documentation of the consultation process to the SEA.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A)(iv))</p>		<p>After the consultation has occurred, CIMARRON MUNICIPAL SCHOOLS will obtain a written affirmation signed by the representative of the private school. If the representatives do not provide the affirmation within a reasonable period of time, CIMARRON MUNICIPAL SCHOOLS will forward the documentation of the consultation process to the NMPED. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>

<a href="#">§ 300.136 Compliance.</a>		
<p>(a) <i>General.</i> A private school official has the right to submit a complaint to the SEA that the LEA—</p> <p>(1) Did not engage in consultation that was meaningful and timely; or</p> <p>(2) Did not give due consideration to the views of the private school official.</p> <p>(b) <i>Procedure.</i></p> <p>(1) If the private school official wishes to submit a complaint, the official must provide to the SEA the basis of the noncompliance by the LEA with the applicable private school provisions in this part; and</p> <p>(2) The LEA must forward the appropriate documentation to the SEA.</p> <p>(3)</p> <p>(i) If the private school official is dissatisfied with the decision of the SEA, the official</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(g) Pursuant to 34 CFR Secs. 300.134 and 300.135, LEAs shall ensure timely and meaningful consultation with private school representatives and representatives of parents of parentally placed private school children with disabilities. If the LEA fails to engage in meaningful and timely consultation or did not give due consideration to a request from private school officials, private school officials have the right to submit a complaint to the department. The private school official and the</p>	<p>In New Mexico, although the child find duty extends to home-school students, the requirements for proportionate spending and “meaningful and timely consultation” do not apply to home-schooled students. Parents who home school their children do not have the right to file a state-level complaint against CIMARRON MUNICIPAL SCHOOLS alleging a violation of these consultations requirements. (See NMPED Memorandum <a href="#">regarding Children in Private Schools</a> (November 14, 2005))</p>

<p>may submit a complaint to the Secretary by providing the information on noncompliance described in paragraph (b)(1) of this section; and</p> <p>(ii) The SEA must forward the appropriate documentation to the Secretary.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A)(v))</p>	<p>LEA shall follow the procedures outlined in 34 CFR Sec. 300.136.</p>	
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<p><a href="#">§ 300.137 Equitable services determined.</a></p> <p>(a) <i>No individual right to special education and related services.</i> No parentally-placed private school child with a disability has an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school.</p> <p>(b) <i>Decisions.</i></p> <p>(1) Decisions about the services that will be provided to parentally-placed private school children with disabilities under §§ 300.130 through 300.144 must be made in accordance with paragraph (c) of this section and §300.134(c).</p> <p>(2) The LEA must make the final decisions with respect to the services to be provided to eligible parentally-placed private school children with disabilities.</p> <p>(c) <i>Services plan for each child served under §§300.130 through 300.144.</i> If a child with a disability is enrolled in a religious or other private school by the child’s parents and will receive special education or related services from an LEA, the LEA must—</p> <p>(1) Initiate and conduct meetings to develop,</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(d) Each public agency shall develop a “service plan” that describes the special education and related services the LEA will provide to a parentally placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with 34 CFR Sec. 300.132 and that is developed and implemented in accordance with 34 CFR Secs. 300.137 through 300.139. The provision applies only to private schools and not to private facilities where an IEP shall be in place.</p> <p>...</p>	<p>CIMARRON MUNICIPAL SCHOOLS understands that it has the obligation to provide the group of parentally-placed private school children with disabilities with equitable participation in the services funded with federal IDEA funds. However, children with disabilities enrolled in private schools by their parents have no individual entitlement to receive some or all of the special education and related services they would receive if enrolled in a public school other than child find, including evaluations. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>
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<p>review, and revise a services plan for the child, in accordance with §300.138(b); and</p> <p>(2) Ensure that a representative of the religious or other private school attends each meeting. If the representative cannot attend, the LEA shall use other methods to ensure participation by the religious or other private school, including individual or conference telephone calls.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>	<p>(f) No parentally placed private school child with a disability has an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school. Pursuant to 34 CFR Sec. 300.137, the LEA shall make the final decisions with respect to the services to be provided to eligible parentally placed private school children with disabilities.</p>	
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<p><a href="#">§ 300.138 Equitable services provided.</a></p> <p>(a) <i>General.</i></p> <p>(1) The services provided to parentally-placed private school children with disabilities must be provided by personnel meeting the same standards as personnel providing services in the public schools, except that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities do not have to meet the special education teacher requirements of §300.156 (c)..</p> <p>(2) Parentally-placed private school children with disabilities may receive a different amount of services than children with disabilities in public schools.</p> <p>(b) <i>Services provided in accordance with a services plan.</i></p> <p>(1) Each parentally-placed private school child with a disability who has been designated to receive services under § 300.132 must have a</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(d) Each public agency shall develop a “service plan” that describes the special education and related services the LEA will provide to a parentally placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with 34 CFR Sec. 300.132 and that is developed and implemented in accordance with 34 CFR Secs. 300.137 through 300.139. The provision applies only to private schools and not to private facilities where an IEP shall be in place.</p>	<p>Equitable services will be provided to parentally-placed private school children with disabilities by CIMARRON MUNICIPAL SCHOOLS employees or through contract by CIMARRON MUNICIPAL SCHOOLS with an individual, association, agency or organization. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>If CIMARRON MUNICIPAL SCHOOLS personnel is providing equitable services to private school children on or off the premises of the private school, those CIMARRON MUNICIPAL SCHOOLS personnel must meet the special education teacher qualification requirements in section 300.156 (c) . However, if CIMARRON MUNICIPAL SCHOOLS contracts with private school teachers to provide equitable services, those private school teachers do not have to meet the special education teacher qualification requirements. (See OSERS Q &amp; A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>Although IDEA and its regulations do not specify how often a service plan must be written, CIMARRON MUNICIPAL SCHOOLS will generally review and</p>
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<p>services plan that describes the specific special education and related services that the LEA will provide to the child in light of the services that the LEA has determined, through the process described in §§ 300.134 and 300.137, it will make available to parentally-placed private school children with disabilities.</p> <p>(2) The services plan must, to the extent appropriate—</p> <p>(i) Meet the requirements of § 300.320, or for a child ages three through five, meet the requirements of § 300.323(b) with respect to the services provided; and</p> <p>(ii) Be developed, reviewed, and revised consistent with §§ 300.321 through 300.324.</p> <p>(c) <i>Provision of equitable services.</i></p> <p>(1) The provision of services pursuant to this section and §§300.139 through 300.143 must be provided:</p> <p>(i) By employees of a public agency; or</p> <p>(ii) Through contract by the public agency with an individual, association, agency, organization, or other entity.</p> <p>(2) Special education and related services provided to parentally-placed private school children with disabilities, including materials and equipment, must be secular, neutral, and nonideological.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A)(vi))</p>		<p>revise a service plan annually, as appropriate. (See OSERS Q &amp; A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>
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<p><u>§ 300.139 Location of services and transportation.</u></p> <p>(a) <i>Services on private school premises.</i> Services to parentally- placed private school children with disabilities may be provided on the premises of private, including religious, schools, to the extent consistent with law.</p> <p>(b) <i>Transportation—</i></p> <p>(1) <i>General.</i></p> <p>(i) If necessary for the child to benefit from or participate in the services provided under this part, a parentally-placed private school child with a disability must be provided transportation—</p> <p>(A) From the child’s school or the child’s home to a site other than the private school; and</p> <p>(B) From the service site to the private school, or to the child’s home, depending on the timing of the services.</p> <p>(ii) LEAs are not required to provide transportation from the child’s home to the private school.</p> <p>(2) <i>Cost of transportation.</i> The cost of the transportation described in paragraph (b)(1)(i) of this section may be included in calculating whether the LEA has met the requirement of §300.133.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(d) Each public agency shall develop a “service plan” that describes the special education and related services the LEA will provide to a parentally placed child with a disability enrolled in a private school who has been designated to receive services, including the location of the services and any transportation necessary, consistent with 34 CFR Sec. 300.132 and that is developed and implemented in accordance with 34 CFR Secs. 300.137 through 300.139. The provision applies only to private schools and not to private facilities where an IEP shall be in place.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will provide services on-site at the child’s private school so as to not unduly disrupt the child’s educational experience, unless there is a compelling rationale for these services to be provided off-site. (See OSERS Q &amp; A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>
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<a href="#">§ 300.140 Due process complaints and State complaints.</a>		
<p>(a) <i>Due process not applicable, except for child find.</i></p> <p>(1) Except as provided in paragraph (b) of this section, the procedures in §§ 300.504 through 300.519 do not apply to complaints that an LEA has failed to meet the requirements of §§300.132 through 300.139, including the provision of services indicated on the child’s services plan.</p> <p>(b) <i>Child find complaints—to be filed with the LEA in which the private school is located.</i></p> <p>(1) The procedures in §§ 300.504 through 300.519 apply to complaints that an LEA has failed to meet the child find requirements in § 300.131, including the requirements in §§ 300.300 through 300.311.</p> <p>(2) Any due process complaint regarding the child find requirements (as described in paragraph (b)(1) of this section) must be filed with the LEA in which the private school is located and a copy must be forwarded to the SEA.</p> <p>(c) <i>State complaints.</i></p> <p>(1) Any complaint that an SEA or LEA has failed to meet the requirements in §§ 300.132 through 300.135 and 300.137 through 300.144 must be filed in accordance with the procedures described in §§ 300.151 through 300.153.</p> <p>(2) A complaint filed by a private school official under §300.136(a) must be filed with the SEA in accordance with the procedures in §300.136(b).</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>(1) Children enrolled by parents in private schools or facilities.</p> <p>...</p> <p>(h) Pursuant to 34 CFR Secs. 300.140, the due process provisions of Subsection I of 6.31.2.13 NMAC are not applicable except for child find complaints which shall be filed in compliance with 34 CFR Sec. 300.140(b). Any complaint that the department or any LEA has failed to meet the requirements in 34 CFR Secs, 300.132 through 300.135 and 300.137 through 300.144 shall be filed in accordance with the provisions described in Subsection H of 6.31.2.13 NMAC</p>	<p>Although the child find duty extends to home-school students, the requirements for proportionate spending and “meaningful and timely consultation” do not apply to home-schooled students. Parents who home school their children do not have the right to file a state-level complaint against CIMARRON MUNICIPAL SCHOOLS alleging a violation of these consultations requirements. (See NMPED Memorandum regarding <a href="#">Children in Private Schools</a> (November 14, 2005))</p>

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<a href="#">§ 300.141 Requirement that funds not benefit a private school.</a>		
<p>(a) An LEA may not use funds provided under section 611 or 619 of the Act to finance the existing level of instruction in a private school or to otherwise benefit the private school.</p> <p>(b) The LEA must use funds provided under Part B of the Act to meet the special education and related services needs of parentally-placed private school children with disabilities, but not for meeting—</p> <ol style="list-style-type: none"> <li>(1) The needs of a private school; or</li> <li>(2) The general needs of the students enrolled in the private school.</li> </ol> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will control and administer the funds used to provide special education and related services to parentally-placed private school children with disabilities, and will maintain title to materials, equipment, and property purchased with those funds. Private school officials may not obligate or receive Part B funds. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p> <p>CIMARRON MUNICIPAL SCHOOLS will not pay any IDEA Part B funds for equitable services directly to a private school. Nor will any IDEA Part B funds be used for repairs, minor remodeling, or construction of private school facilities. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>

<a href="#">§ 300.142 Use of personnel.</a>		
<p>(a) <i>Use of public school personnel.</i> An LEA may use funds available under sections 611 and 619 of the Act to make public school personnel available in other than public facilities—</p> <ol style="list-style-type: none"> <li>(1) To the extent necessary to provide services under §§300.130 through 300.144 for parentally-placed private school children with disabilities; and</li> <li>(2) If those services are not normally provided by the private school.</li> </ol>		<p>If CIMARRON MUNICIPAL SCHOOLS personnel is providing equitable services to private school children on or off the premises of the private school, those CIMARRON MUNICIPAL SCHOOLS personnel must meet the special education teacher qualification requirements in section 300.156 (c) . However, if CIMARRON MUNICIPAL SCHOOLS contracts with private school teachers to provide equitable services, those private school teachers do not have to meet the special education teacher qualification requirements. (See OSERS Q &amp; A on <a href="#">Serving Children With</a></p>

<p>(b) Use of private school personnel. An LEA may use funds available under sections 611 and 619 of the Act to pay for the services of an employee of a private school to provide services under §§ 300.130 through 300.144 if—</p> <p>(1) The employee performs the services outside of his or her regular hours of duty; and</p> <p>(2) The employee performs the services under public supervision and control.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>		<p><a href="#">Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>
<p><a href="#">§ 300.143 Separate classes prohibited.</a></p> <p>An LEA may not use funds available under section 611 or 619 of the Act for classes that are organized separately on the basis of school enrollment or religion of the children if—</p> <p>(a) The classes are at the same site; and</p> <p>(b) The classes include children enrolled in public schools and children enrolled in private schools.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A))</p>		
<p><a href="#">§ 300.144 Property, equipment, and supplies.</a></p> <p>(a) A public agency must control and administer the funds used to provide special education and related services under §§300.137 through 300.139, and hold title to and administer materials, equipment, and property purchased with those funds for the uses and purposes provided in the Act.</p>		<p>CIMARRON MUNICIPAL SCHOOLS may place equipment and supplies in a private school for the period of time needed for the specific program. (See OSERS Q/A on <a href="#">Serving Children With Disabilities Placed by Their Parents at Private Schools</a> (Revised April 2011))</p>

<p>(b) The public agency may place equipment and supplies in a private school for the period of time needed for the Part B program.</p> <p>(c) The public agency must ensure that the equipment and supplies placed in a private school—</p> <ul style="list-style-type: none"><li>(1) Are used only for Part B purposes; and</li><li>(2) Can be removed from the private school without remodeling the private school facility.</li></ul> <p>(d) The public agency must remove equipment and supplies from a private school if—</p> <ul style="list-style-type: none"><li>(1) The equipment and supplies are no longer needed for Part B purposes; or</li><li>(2) Removal is necessary to avoid unauthorized use of the equipment and supplies for other than Part B purposes.</li></ul> <p>(e) No funds under Part B of the Act may be used for repairs, minor remodeling, or construction of private school facilities.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(A)(vii))</p>		
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<a href="#">Children With Disabilities in Private Schools Placed or Referred by Public Agencies</a>		
<a href="#">§ 300.145 Applicability of §§ 300.146 through 300.147.</a>		
<p>Sections 300.146 through 300.147 apply only to children with disabilities who are or have been placed in or referred to a private school or facility by a public agency as a means of providing special education and related services.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(B))</p>		

<a href="#">§ 300.146 Responsibility of SEA.</a>		
<p>Each SEA must ensure that a child with a disability who is placed in or referred to a private school or facility by a public agency—</p> <p>(a) Is provided special education and related services—</p> <p>(1) In conformance with an IEP that meets the requirements of §§ 300.320 through 300.325; and</p> <p>(2) At no cost to the parents;</p> <p>(b) Is provided an education that meets the standards that apply to education provided by the SEA and LEAs including the requirements of this part, except for §300.156(c); and</p> <p>(c) Has all of the rights of a child with a disability who is served by a public agency.</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>...</p> <p>(2) Children placed in or referred to private schools or facilities by New Mexico public agencies. Each public agency shall ensure that a child with a disability who is placed in or referred to a private school or facility by the public agency as a means of providing special education and related services is provided services in compliance with the requirements of 34 CFR Secs. 300.146 and 300.147. Such a child has all the rights of a child with a disability who is served by a public agency.</p> <p>(3) Children placed in or referred to private schools or facilities by New Mexico public non-educational agencies. For a qualified student or school-age</p>	

<p>(Authority: 20 U.S.C. 1412(a)(10)(B))</p>	<p>person in need of special education placed in a private school or facility by a New Mexico public noneducational agency with custody or control of the qualified student or school-age person or by a New Mexico court of competent jurisdiction, the school district in which the facility is located shall be responsible for the planning and delivery of special education and related services, unless the qualified student's or school-age person's resident school district has an agreement with the facility to provide such services. The school district shall make reasonable efforts to involve the qualified student or school-age person's resident school district in the IEP process.</p> <p>(4) Children placed in or referred to private schools or facilities by public noneducational agencies other than New Mexico public agencies. A school district in which a private school or facility is located shall not be considered the resident school district of a school-age person if residency is based solely on the school-age person's enrollment at the facility and the school-age person would not otherwise be considered a resident of the state.</p> <p>...</p> <p>(6) If not otherwise governed by this rule, the department will determine which school district is responsible for the cost of educating a qualified student in need of special education who has been placed in a private school or facility outside the qualified student's resident school district in accordance with the following procedures.</p> <p>(a) The receiving school district shall notify the SED of the department in writing no later than thirty (30) days after the receiving school district receives notice of the placement. The notice, as described on the department's website, shall include: name of student, date of birth of student, date of placement, information regarding the qualified student's resident school</p>	
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	<p>district, documentation of placement, including student’s IEP, cost of placement, and any other information deemed relevant by the SED . The receiving school district shall provide a copy of the notice to the school district identified as the student’s resident school district.</p> <p>(b) The school district identified as the student’s resident school district may provide any additional information it deems relevant. Such additional information shall be provided no later than 15 days after the resident school district receives its copy of the notice described in Subparagraph (a) of this paragraph.</p> <p>(c) No later than 60 days after its receipt of the notice described in Subparagraph (a) of this paragraph, the SED will issue its determination as to which school district is responsible for the cost of educating the student, together with the amount of any reasonable reimbursement owed to the receiving school district. The SED may extend the 60 day timeline for good cause.</p>	
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<p><a href="#">§ 300.147 Implementation by SEA.</a></p> <p>In implementing § 300.146, the SEA must—</p> <p>(a) Monitor compliance through procedures such as written reports, on-site visits, and parent questionnaires;</p> <p>(b) Disseminate copies of applicable standards to each private school and facility to which a public agency has referred or placed a child with a disability; and</p> <p>(c) Provide an opportunity for those private schools and facilities to participate in the development and revision of State standards that apply to them.</p>		
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(Authority: 20 U.S.C. 1412(a)(10)(B))		
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<a href="#">Children With Disabilities Enrolled by Their Parents in Private Schools When FAPE Is at Issue</a>		
<a href="#">§ 300.148 Placement of children by parents when FAPE is at issue.</a>		
<p>(a) <i>General.</i> This part does not require an LEA to pay for the cost of education, including special education and related services, of a child with a disability at a private school or facility if that agency made FAPE available to the child and the parents elected to place the child in a private school or facility. However, the public agency must include that child in the population whose needs are addressed consistent with §§300.131 through 300.144.</p> <p>(b) <i>Disagreements about FAPE.</i> Disagreements between the parents and a public agency regarding the availability of a program appropriate for the child, and the question of financial reimbursement, are subject to the due process procedures in §§ 300.504 through 300.520.</p> <p>(c) <i>Reimbursement for private school placement.</i> If the parents of a child with a disability, who previously received special education and related services under the authority of a public agency, enroll the child in a private preschool, elementary school, or secondary school without the consent of or referral by the public agency, a court or a hearing officer may require the agency to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the agency had not made FAPE available to the child in a timely manner prior to that enrollment and that the private placement is appropriate. A parental placement may be found to be appropriate by a hearing officer or a court even if</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>N. Children in private schools or facilities.</p> <p>...</p> <p>(5) Children placed in private schools or facilities by parents when FAPE is at issue. The responsibility of a local educational agency to pay for the cost of education for a child with a disability who is placed in a private school or facility such as residential treatment centers, day treatment centers, hospitals or mental health institutions, by parents who allege that the LEA failed to offer FAPE is governed by the requirements of 34 CFR Sec. 300.148. Disagreements between a parent and a public agency regarding the availability of a program appropriate for the child, and the question of financial responsibility, are subject to the due process procedures of Subsection I of 6.31.2.13 NMAC.</p>	<p>CIMARRON MUNICIPAL SCHOOLS understands that disagreements between a parent and CIMARRON MUNICIPAL SCHOOLS regarding the availability of a program appropriate for the child and the question of financial responsibility are subject to the due process procedures. (See 71 Fed. Reg. 46599 (August 14, 2007))</p> <p>When a parent intends to enroll their child in a private school at public expense, CIMARRON MUNICIPAL SCHOOLS expects that parents will notify the CIMARRON MUNICIPAL SCHOOLS</p> <ul style="list-style-type: none"> <li>■ At the most recent IEP Team meeting that the parents attended prior to removal of the child from the public school, that they are rejecting the placement proposed by the CIMARRON MUNICIPAL SCHOOLS to provide FAPE to their child, including by stating their concerns and their intent to enroll their child in a private school at public expense; or</li> <li>■ At least ten (10) business days (including any holidays that occur on a business day) prior to the removal of the child from the public school, that they are rejecting the placement proposed by the CIMARRON MUNICIPAL SCHOOLS to provide FAPE to their child, including by stating their concerns and their intent to enroll their child in a private school at public expense.</li> </ul> <p>CIMARRON MUNICIPAL SCHOOLS acknowledges that tuition reimbursement is available if a hearing officer or court concludes both that CIMARRON MUNICIPAL SCHOOLS's placement violated the</p>



<p>it does not meet the State standards that apply to education provided by the SEA and LEAs.</p> <p>(d) <i>Limitation on reimbursement.</i> The cost of reimbursement described in paragraph (c) of this section may be reduced or denied—</p> <p>(1) If—</p> <p>(i) At the most recent IEP Team meeting that the parents attended prior to removal of the child from the public school, the parents did not inform the IEP Team that they were rejecting the placement proposed by the public agency to provide FAPE to their child, including stating their concerns and their intent to enroll their child in a private school at public expense; or</p> <p>(ii) At least ten (10) business days (including any holidays that occur on a business day) prior to the removal of the child from the public school, the parents did not give written notice to the public agency of the information described in paragraph (d)(1)(i) of this section;</p> <p>(2) If, prior to the parents' removal of the child from the public school, the public agency informed the parents, through the notice requirements described in §300.503(a)(1), of its intent to evaluate the child (including a statement of the purpose of the evaluation that was appropriate and reasonable), but the parents did not make the child available for the evaluation; or</p> <p>(3) Upon a judicial finding of unreasonableness with respect to actions taken by the parents.</p> <p>(e) <i>Exception.</i> Notwithstanding the notice requirement in paragraph (d)(1) of this section, the cost of</p>		<p>IDEA, and that the private school placement was proper under the IDEA. (See 71 Fed. Reg. 46599 (August 14, 2007); <i>School Committee of the Town of Burlington v. Department of Education</i>, 471 U.S. 359 (1985))</p> <p>CIMARRON MUNICIPAL SCHOOLS acknowledges that a unilateral parental placement does not need to meet New Mexico standards in order to be considered by a hearing officer or court to be “appropriate” as those standards only apply if public agencies initiate the placement. (See 71 Fed. Reg. 46599 (August 14, 2007); see also, <i>Florence County School District Four v. Carter</i>, 471 U.S.359 (1993))</p>
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<p>reimbursement—</p> <p>(1) Must not be reduced or denied for failure to provide the notice if—</p> <p>(i) The school prevented the parents from providing the notice;</p> <p>(ii) The parents had not received notice, pursuant to §300.504, of the notice requirement in paragraph (d)(1) of this section; or</p> <p>(iii) Compliance with paragraph (d)(1) of this section would likely result in physical harm to the child; and</p> <p>(2) May, in the discretion of the court or a hearing officer, not be reduced or denied for failure to provide this notice if—</p> <p>(i) The parents are not literate or cannot write in English; or</p> <p>(ii) Compliance with paragraph (d)(1) of this section would likely result in serious emotional harm to the child.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(C))</p>		
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<p><a href="#">SEA Responsibility for General Supervision and Implementation of Procedural Safeguards</a></p>		
<p><a href="#">§ 300.149 SEA responsibility for general supervision.</a></p>		
<p>(a) The SEA is responsible for ensuring—</p> <p>(1) That the requirements of this part are carried out; and</p> <p>(2) That each educational program for children</p>	<p><b>6.31.2.3 NMAC. STATUTORY AUTHORITY:</b></p> <p>This rule is being promulgated pursuant to Sections 22-2-1,22-2-2,22-13-5 and 22-13-6.1 NMSA 1978.</p>	<p>CIMARRON MUNICIPAL SCHOOLS recognizes the general supervisory authority of the NMPED.</p>

<p>with disabilities administered within the State, including each program administered by any other State or local agency (but not including elementary schools and secondary schools for Indian children operated or funded by the Secretary of the Interior)—</p> <p>(i) Is under the general supervision of the persons responsible for educational programs for children with disabilities in the SEA; and</p> <p>(ii) Meets the educational standards of the SEA (including the requirements of this part).</p> <p>(3) In carrying out this part with respect to homeless children, the requirements of subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 <i>et seq.</i>) are met.</p> <p>(b) The State must have in effect policies and procedures to ensure that it complies with the monitoring and enforcement requirements in §§ 300.600 through 300.602 and §§ 300.606 through 300.608.</p> <p>(c) Part B of the Act does not limit the responsibility of agencies other than educational agencies for providing or paying some or all of the costs of FAPE to children with disabilities in the State.</p> <p>(d) Notwithstanding paragraph (a) of this section, the Governor (or another individual pursuant to State law) may assign to any public agency in the State the responsibility of ensuring that the requirements of Part B of the Act are met with respect to students with disabilities who are convicted as adults under State law and incarcerated in adult prisons.</p> <p>(Authority: 20 U.S.C. 1412(a)(11); 1416)</p>		
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<p><a href="#">§ 300.150 SEA implementation of procedural safeguards.</a></p>		
<p>The SEA (and any agency assigned responsibility pursuant to §300.149(d)) must have in effect procedures to inform each public agency of its responsibility for ensuring effective implementation of procedural safeguards for the children with disabilities served by that public agency.</p> <p>(Authority: 20 U.S.C. 1412(a)(11); 1415(a))</p>		

<p><b>CONFLICT RESOLUTION AT THE LOWEST POSSIBLE LEVEL</b></p>		
<p><a href="#">Conflict Resolution at the Lowest Possible Level.</a></p>		
<p>(Not in Federal Regulations; See New Mexico Rules)</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>C. Definitions related to dispute resolution. The following terms are listed in the order that reflects a continuum of dispute resolution options and shall have the following meanings for the purposes of these rules.</p> <p>(1) “Facilitated IEP meeting” or “FIEP meeting” or “FIEP” means an IEP meeting that utilizes an independent, state approved, state-funded, trained facilitator as an IEP facilitator to assist the IEP team to communicate openly and effectively, in order to resolve conflicts related to a student’s IEP.</p> <p>(2) “Mediation” means a meeting or series of meetings that utilizes an independent, state-approved, state-funded, trained mediator to assist parties to reconcile disputed matters related to a student’s IEP or other educational, non-IEP-related issues.</p> <p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p>	<p>IDEA requires that parents turn first to the IDEA’s administrative framework to resolve any conflicts they have with CIMARRON MUNICIPAL SCHOOLS including regarding identification, evaluation, educational placement, or the provision of a FAPE. The Tenth Circuit federal court of appeals has interpreted the IDEA’s exhaustion requirements broadly, “noting Congress’ clear intention to allow those with experience in educating the nation’s disabled children ‘at least the first crack at formulating a plan to overcome the consequences of educational shortfalls.’” (Ellenberg v. New Mexico Military Institute, 478 F.3d 1262 (10th Cir. 2007))</p> <p>CIMARRON MUNICIPAL SCHOOLS seeks to establish and maintain productive working relationships with the parents of each child it serves and to deal constructively with disagreements. Toward that end, CIMARRON MUNICIPAL SCHOOLS provides appropriate training for staff and parents in skills and</p>

	<p>G. Conflict management and resolution.</p> <p>(1) Each public agency shall seek to establish and maintain productive working relationships with the parents of each child the public agency serves and to deal constructively with disagreements. Each public agency is strongly encouraged to provide appropriate training for staff and parents in skills and techniques of conflict prevention and management and dispute resolution, and to utilize an informal dispute resolution method as set forth under Subparagraph (a) of Paragraph (2) of Subsection G of 6.31.2.13 NMAC to resolve disagreements at the local level whenever practicable.</p> <p>(2) Spectrum of dispute resolution options. To facilitate dispute prevention as well as swift, early conflict resolution whenever possible, the department and the public agency shall ensure that the following range of dispute resolution options is available to parents and public agency personnel.</p> <p>(a) Informal dispute resolution option. If a disagreement arises between parents and a public agency over a student's IEP or educational program, either the parents or the public agency may convene a new IEP meeting at any time to attempt to resolve their differences at the local level, without state-level intervention.</p> <p>(b) Third-party assisted intervention. The special education division (SED) of the department will ensure that mediation is available to parents and public agencies who request such third-party assisted intervention before filing a state-level complaint or a request for a due process hearing. The SED will honor a request for mediation that:</p> <p>(i) is in writing;</p>	<p>techniques of conflict prevention and management and dispute resolution. (See 6.31.2.13(G)(1) NMAC)</p> <p>CIMARRON MUNICIPAL SCHOOLS utilizes informal dispute resolution methods to resolve disagreements at the local level whenever practicable. (See 6.31.2.13(G)(2) NMAC)</p> <p>CIMARRON MUNICIPAL SCHOOLS encourages parents to contact the campus principal first in an effort to resolve conflicts. If those efforts are not resolved to the parent's satisfaction, they should then contact the Department of Special Education.</p>
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	<ul style="list-style-type: none"> <li>(ii) is submitted to the SED;</li> <li>(iii) is a mutual request signed by both parties or their designated representatives;</li> <li>(iv) includes a statement of the matter(s) in dispute and a description of any previous attempts to resolve these matters at the local level; and</li> <li>(v) any request that does not contain all of these elements will be declined, with an explanation for the SED's decision and further guidance, as appropriate.</li> </ul> <p>(c) Formal dispute resolution.</p> <ul style="list-style-type: none"> <li>(i) A state-level complaint may be filed with the SED of the department by the parents of a child, or by another individual or organization on behalf of a child, as described under Subparagraph (a) of Paragraph (2) of Subsection H of 6.31.2.13 NMAC. Once a complaint has been filed, the parties may agree to convene a FIEP meeting or mediation as described under Paragraph (3) of Subsection H of 6.31.2.13 NMAC.</li> <li>(ii) A request for a due process hearing may be filed by parents or their authorized representative, or by a public agency, as described under Paragraph (5) of Subsection I of 6.31.2.13 NMAC. A resolution session between the parties shall be convened by the public agency following a request for a due process hearing, unless the parties agree in writing to waive that option or to convene a mediation instead, as described under Paragraph (8) of Subsection I of 6.31.2.13 NMAC.</li> </ul>	
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	<p>(d) The Mediation Procedures Act, Section 44-7B-1 et seq. NMSA 1978, does not apply to mediations conducted under 6.31.2 NMAC.</p> <p><b>SPECIAL EDUCATION OMBUD ACT (H.B.222) (2021)</b></p> <p>SECTION 5: Investigation and resolution of special education concerns.</p> <p>The office shall identify, investigate and seek to resolve concerns related to special education communicated by or on behalf of students and parents. If the [Ombud] office does not address a concern, the [Ombud]office shall notify the concerned person of the decision not to address the concern and the reasons for the decision.</p> <p>SECTION 9: Posting and Distribution of Ombud Information</p> <p>Every public school providing special education services shall post in a conspicuous location in the public school a notice regarding the [Ombud] office that contains a brief description of the services provided by the [Ombud] office and the name, address and phone number of the [Ombud] office and shall post it online on the public school's website, if applicable.</p> <p>The public school providing special education services shall distribute information regarding the state ombud at the beginning of every school year, in addition to providing the information as part of the annual individual education plan process prior to scheduling the first individual education plan meeting of each school year.</p> <p>The form of the notice shall be approved by the [Ombud] office.</p>	
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<u>State Complaint Procedures</u>		
<u>§ 300.151 Adoption of State complaint procedures.</u>		
<p>(a) <i>General.</i> Each SEA must adopt written procedures for—</p> <p>(1) Resolving any complaint, including a complaint filed by an organization or individual from another State, that meets the requirements of § 300.153 by—</p> <p>(i) Providing for the filing of a complaint with the SEA; and</p> <p>(ii) At the SEA’s discretion, providing for the filing of a complaint with a public agency and the right to have the SEA review the public agency’s decision on the complaint; and</p> <p>(2) Widely disseminating to parents and other interested individuals, including parent training and information centers, protection and advocacy agencies, independent living centers, and other appropriate entities, the State procedures under §§ 300.151 through 300.153.</p> <p>(b) <i>Remedies for denial of appropriate services.</i> In resolving a complaint in which the SEA has found a failure to provide appropriate services, an SEA, pursuant to its general supervisory authority under Part B of the Act, must address—</p> <p>(1) The failure to provide appropriate services, including corrective action appropriate to address the needs of the child (such as compensatory services or monetary reimbursement); and</p> <p>(2) Appropriate future provision of services for all children with disabilities.</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>H. State complaint procedures.</p> <p>(1) Scope and dissemination</p> <p>(a) Subsection H of 6.31.2.13 NMAC prescribes procedures to be used in filing and processing complaints alleging the failure of the department or a public agency to comply with state or federal laws or rules governing programs for children with disabilities under IDEA or with state laws or rules governing educational services for gifted children.</p> <p>(b) The SED shall disseminate information regarding state complaint procedures to parents and other interested individuals and organizations, as identified by the SED, including parent centers, information centers, advocacy agencies, independent living centers, and other appropriate entities throughout the state.</p> <p>(i) The SED shall place documents regarding state complaint procedures in English and Spanish, including state complaint forms, in an easily accessible location on the SED website.</p> <p>(ii) The SED shall, on a yearly basis, send an email to the organizations and individuals identified in Subparagraph (b) of Paragraph (1) of Subsection H or 6.31.2.13 NMAC providing information regarding state complaint procedures and</p>	



<p>(Authority: 20 U.S.C. 1221e-3)</p>	<p>encouraging these organizations and individuals to post a link to the SEB website on their website.</p> <p>(iii) Upon request by any individual or organization, the SED shall provide the information regarding state complaint procedures, as posted on the SED’s website, in print or electronic form.</p>	
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<p><a href="#">§ 300.152 Minimum State complaint procedures.</a></p>		
<p>(a) <i>Time limit; minimum procedures.</i> Each SEA must include in its complaint procedures a time limit of 60 days after a complaint is filed under § 300.153 to—</p> <p>(1) Carry out an independent on-site investigation, if the SEA determines that an investigation is necessary;</p> <p>(2) Give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint;</p> <p>(3) Provide the public agency with the opportunity to respond to the complaint, including, at a minimum—</p> <p>(i) At the discretion of the public agency, a proposal to resolve the complaint; and</p> <p>(ii) An opportunity for a parent who has filed a complaint and the public agency to voluntarily engage in mediation</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>H. State complaint procedures.</p> <p>...</p> <p>(3) Preliminary meeting.</p> <p>(a) FIEP meeting: mediation. Parties to a state-level complaint may choose to convene a FIEP meeting or mediation instead of a CAIEP meeting. To do so, the public agency shall (and the parent may) notify the SED of the department in writing within 1 business day of reaching their decision to jointly request one of these ADR options. A FIEP meeting or mediation shall be completed not later than 14 days after the assignment of the IEP facilitator or mediator by the SED, unless a brief extension is granted by the SED based on exceptional circumstances. Each session in the FIEP or mediation process must be scheduled in a timely manner and shall be held in a location</p>	<p>The NMPED has issued guidance regarding facilitated IEP meetings. <a href="#">The Facilitated IEP Meeting Fact Sheet</a> (May 2012) is available through the NMPED website.</p> <p>A parent can contact the CIMARRON MUNICIPAL SCHOOLS’s special education director to request a FIEP meeting as an alternative form of dispute resolution whether or not the parent has filed a State-level complaint. Both the CIMARRON MUNICIPAL SCHOOLS and parent must agree to engage in this process. When a parent files a State-level complaint, the CIMARRON MUNICIPAL SCHOOLS and parent may choose to convene a FIEP meeting. The CIMARRON MUNICIPAL SCHOOLS by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p> <p>Either the CIMARRON MUNICIPAL SCHOOLS or the parent can request mediation as an alternative form of dispute resolution by contacting the NMPED’s Special Education Bureau and asking to speak to the ADR Coordinator to obtain a Request for Mediation form. Both the CIMARRON MUNICIPAL SCHOOLS and</p>

<p>consistent with § 300.506;</p> <p>(4) Review all relevant information and make an independent determination as to whether the public agency is violating a requirement of Part B of the Act or of this part; and</p> <p>(5) Issue a written decision to the complainant that addresses each allegation in the complaint and contains—</p> <p>(i) Findings of fact and conclusions; and</p> <p>(ii) The reasons for the SEA’s final decision.</p> <p>(b) <i>Time extension; final decision; implementation.</i> The SEA’s procedures described in paragraph (a) of this section also must—</p> <p>(1) Permit an extension of the time limit under paragraph (a) of this section only if—</p> <p>(i) Exceptional circumstances exist with respect to a particular complaint; or</p> <p>(ii) The parent (or individual or organization, if mediation or other alternative means of dispute resolution is available to the individual or organization under State procedures) and the public agency involved agree to extend the time to engage in mediation pursuant to paragraph (a)(3)(ii) of this section, or to engage in other alternative means of dispute resolution, if available in the State; and</p> <p>(2) Include procedures for effective implementation of the SEA’s final decision, if needed, including—</p> <p>(i) Technical assistance activities;</p>	<p>that is convenient to the parties to the complaint.</p> <p>(b) Mediation requirements. If the parties choose to use mediation, the following requirements apply.</p> <p>(i) Discussions that occur during the mediation process shall be confidential and may not be used as evidence in any subsequent due process hearings or civil proceedings.</p> <p>(ii) Any mediated agreement shall state that all discussions that occurred during the mediation process shall be confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding. Any such agreement shall also be signed by both the parent and a representative of the public agency who has the authority to bind such public agency, and shall be enforceable in any state court of competent jurisdiction or in a district court of the United States.</p> <p>(iii) If a mediated agreement involves IEP-related issues, the agreement shall state that the public agency will subsequently convene an IEP meeting to inform the student's service providers of their responsibilities under that agreement, and revise the student's IEP accordingly.</p> <p>(iv) The mediator shall transmit a copy of the written mediation agreement to each party within seven days of the meeting at which the agreement was concluded. A mediation agreement involving a claim or issue that later goes to a due process hearing may be received in evidence if the hearing officer rules that part or all of the agreement is relevant to one or more IDEA issues that</p>	<p>parent must agree to engage in mediation. When a parent files a State-level complaint, the CIMARRON MUNICIPAL SCHOOLS and parent may choose to participate in mediation. The CIMARRON MUNICIPAL SCHOOLS by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>
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<p>(ii) Negotiations; and</p> <p>(iii) Corrective actions to achieve compliance.</p> <p>(c) <i>Complaints filed under this section and due process hearings under § 300.507 and §§ 300.530 through 300.532.</i></p> <p>(1) If a written complaint is received that is also the subject of a due process hearing under §300.507 or §§ 300.530 through 300.532, or contains multiple issues of which one or more are part of that hearing, the State must set aside any part of the complaint that is being addressed in the due process hearing until the conclusion of the hearing. However, any issue in the complaint that is not a part of the due process action must be resolved using the time limit and procedures described in paragraphs (a) and (b) of this section.</p> <p>(2) If an issue raised in a complaint filed under this section has previously been decided in a due process hearing involving the same parties—</p> <p>(i) The due process hearing decision is binding on that issue; and</p> <p>(ii) The SEA must inform the complainant to that effect.</p> <p>(3) A complaint alleging a public agency’s failure to implement a due process hearing decision must be resolved by the SEA.</p> <p>(Authority: 20 U.S.C. 1221e–3)</p>	<p>are properly before the hearing officer for decision.</p> <p>(v) Each session in the mediation process shall be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.</p> <p>(vi) Any other requirement provided in 34 CFR 300.506(b) that is not otherwise provided herein.</p> <p>(4) Complaints and due process hearings on the same issues which are pursuant to 34 CFR Sec. 300.152(c).</p> <p>(a) The SED of the department shall set aside any part of a written complaint that is also the subject of a due process hearing under Subsection I of 6.31.2.13 NMAC until the conclusion of the hearing and any civil action. Any issue in the complaint that is not a part of the due process hearing or civil action will be resolved by the SED as provided in Subsection H of 6.31.2.13 NMAC.</p> <p>(b) If an issue is raised in a complaint that has previously been decided in a due process hearing involving the same parties, the hearing decision is binding and the SED shall inform the complainant to that effect.</p> <p>(c) A complaint alleging a public agency's failure to implement a due process decision will be resolved by the SED as provided in this Subsection H of 6.31.2.13 NMAC.</p> <p>(5) Complaints against public agencies.</p> <p>(a) Impartial review. Upon receipt of a complaint that meets the requirements of Paragraph (2) of Subsection H of 6.31.2.13 NMAC above, the SED of the department shall:</p>	
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	<ul style="list-style-type: none"> <li>(i) undertake an impartial investigation which shall include complete review of all documentation presented and may include an independent on-site investigation, if determined necessary by the SED;</li> <li>(ii) give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint;</li> <li>(iii) provide the public agency with the opportunity to respond to the allegations in the complaint; and</li> <li>(iv) review all relevant information and make an independent determination as to whether the public agency is violating a requirement of an applicable state or federal law or rule.</li> </ul> <p>(b) Decision. A written decision which includes findings of fact, conclusions, and the reasons for the decision and which addresses each allegation in the complaint shall be issued by the SED and mailed to the parties within sixty (60) days of receipt of the written complaint, regardless of whether or not the parties agree to convene a FIEP meeting, or mediation. Such decision shall further include procedures for effective implementation of the final decision, if needed, including technical assistance, negotiations, and if corrective action is required, such action shall be designated and shall include the timeline for correction and the possible consequences for continued noncompliance.</p> <p>(c) Failure or refusal to comply. If the public agency fails or refuses to comply with the applicable law or rules, and if the noncompliance or refusal to comply cannot be</p>	
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	<p>corrected or avoided by informal means, compliance may be effected by the department by any means authorized by state or federal laws or rules . The department shall retain jurisdiction over the issue of noncompliance with the law or rules and shall retain jurisdiction over the implementation of any corrective action required.</p> <p>(6) Complaints against the department. If the complaint concerns a violation by the department and is submitted in writing to the secretary of education; is signed by the complainant or a designated representative; includes a statement that the department has violated a requirement of an applicable state or federal law or rule; contains a statement of facts on which the allegation of violation is based, and otherwise meets the requirements of Paragraph (2) of Subsection H of 6.31.2.13 NMAC, the secretary of education or designee shall appoint an impartial person or impartial persons to conduct an investigation.</p> <p>(a) Investigation. The person or persons appointed shall: acknowledge receipt of the complaint in writing; undertake an impartial investigation which shall include a complete review of all documentation presented and may include an independent onsite investigation, if necessary; give the complainant the opportunity to submit additional information, either orally or in writing, about the allegations in the complaint; provide the department with the opportunity to respond to the complaint; and review all relevant information and make an independent determination as to whether the department is violating a requirement of an applicable state or federal law or rule.</p> <p>(b) Decision. A written decision, including findings of fact, conclusions, recommendations for corrective action, and the reasons for the decision and addressing each allegation in the</p>	
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	<p>complaint, shall be issued by the person or people appointed pursuant to this paragraph and mailed to the parties within 60 days of receipt of the written complaint. The person appointed pursuant to this paragraph has no authority to order rulemaking by the department.</p> <p>(7) Extension of time limit. An extension of the time limit under Subparagraph (b) of Paragraph (5) or Subparagraph (b) of Paragraph (6) of this Subsection H of 6.31.2.13 NMAC shall be permitted by the SED of the department only if exceptional circumstances exist with respect to a particular complaint or if the parent or any other party filing a complaint and the public agency involved agree to extend the time to engage in mediation or a FIEP meeting.</p> <p>(8) Conflicts with federal laws or rules. If any federal law or rule governing any federal program subject to this regulation affords procedural rights to a complainant which exceed those set forth in Subsection H of 6.31.2.13 NMAC for complaints within the scope of these rules, such statutory or regulatory right(s) shall be afforded to the complainant. In acknowledging receipt of such a complaint, the SED shall set forth the procedures applicable to that complaint.</p>	
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<p><a href="#">§ 300.153 Filing a complaint.</a></p>		
<p>(a) An organization or individual may file a signed written complaint under the procedures described in §§ 300.151 through 300.152.</p> <p>(b) The complaint must include—</p> <p>(1) A statement that a public agency has violated a</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>H. State complaint procedures.</p> <p>...</p> <p>(2) Requirements for complaints.</p>	

<p>requirement of Part B of the Act or of this part;</p> <p>(2) The facts on which the statement is based;</p> <p>(3) The signature and contact information for the complainant; and</p> <p>(4) If alleging violations with respect to a specific child—</p> <p>(i) The name and address of the residence of the child;</p> <p>(ii) The name of the school the child is attending;</p> <p>(iii) In the case of a homeless child or youth (within the meaning of section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), available contact information for the child, and the name of the school the child is attending;</p> <p>(iv) A description of the nature of the problem of the child, including facts relating to the problem; and</p> <p>(v) A proposed resolution of the problem to the extent known and available to the party at the time the complaint is filed.</p> <p>(c) The complaint must allege a violation that occurred not more than one year prior to the date that the complaint is received in accordance with § 300.151.</p> <p>(d) The party filing the complaint must forward a copy of the complaint to the LEA or public agency serving the child at the same time the party files the complaint with the SEA.</p> <p>(Authority: 20 U.S.C. 1221e–3)</p>	<p>(a) The SED of the department shall accept and investigate complaints from organizations or individuals that raise issues within the scope of this procedure as defined in the preceding Paragraph (1) of Subsection H of 6.31.2.13 NMAC. The complaint shall: (i) be in writing; (ii) be submitted to the SED (or to the secretary of education, in the case of a complaint against the department); (iii) be signed by the complainant or a designated representative and have the complainant’s contact information; (iv) if alleging violations with respect to a specific child, include the name and address of the child and the school the child is attending; (v) include a statement that the department or a public agency has violated a requirement of an applicable state or federal law or rules; and (vi) contain a statement of the facts on which the allegation of violation is based, and (vii) include a description of a proposed resolution of the problem to the extent known. Any complaint that does not contain each of these elements will be declined, with an explanation for the SED's decision and further guidance, as appropriate.</p> <p>(b) If the complaint alleges violations with respect to a specific child, the complaint shall include the information required by 34 CFR 300.153(b)(4).</p> <p>(c) The party filing the complaint must forward a copy of the complaint to the public agency serving the child at the same time the party files the complaint with the SED of the department.</p> <p>(d) Pursuant to 34 CFR Sec. 300.153(c), the complaint must allege a violation that occurred not more than one year before the date the complaint is received by the SED in accordance with Subparagraph (a) of Paragraph (2) of Subsection H of 6.31.2.13 NMAC.</p>	
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<b>METHODS OF ENSURING SERVICES</b>		
<a href="#"><u>§ 300.154 Methods of ensuring services.</u></a>		
<p>(a) <i>Establishing responsibility for services.</i> The Chief Executive Officer of a State or designee of that officer must ensure that an interagency agreement or other mechanism for interagency coordination is in effect between each noneducational public agency described in paragraph (b) of this section and the SEA, in order to ensure that all services described in paragraph (b)(1) of this section that are needed to ensure FAPE are provided, including the provision of these services during the pendency of any dispute under paragraph (a)(3) of this section. The agreement or mechanism must include the following:</p> <ol style="list-style-type: none"> <li>(1) An identification of, or a method for defining, the financial responsibility of each agency for providing services described in paragraph (b)(1) of this section to ensure FAPE to children with disabilities. The financial responsibility of each noneducational public agency described in paragraph (b) of this section, including the State Medicaid agency and other public insurers of children with disabilities, must precede the financial responsibility of the LEA (or the State agency responsible for developing the child's IEP).</li> <li>(2) The conditions, terms, and procedures under which an LEA must be reimbursed by other agencies.</li> <li>(3) Procedures for resolving interagency disputes (including procedures under which LEAs may</li> </ol>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>B. Public Agency Funding and Staffing</p> <ol style="list-style-type: none"> <li>(4) Educational agencies may seek payment or reimbursement from noneducational agencies or public or private insurance for services or devices covered by those agencies that are necessary to ensure FAPE to children with disabilities. Claims for payment or reimbursement shall be subject to the procedures and limitations established in 34 CFR Secs. 300.154(b) and 300.154(d) through (g), Section 22-13-8 NMSA 1978 and any laws, rules, executive orders, contractual arrangements or other requirements governing the noneducational payor's obligations.</li> <li>...</li> <li>(6) Children with disabilities who are covered by public benefits or insurance. Pursuant to 34 CFR Sec. 300.154(d), a public agency may use the medicaid or other public benefits or insurance in which a child participates to provide or pay for services required under IDEA Part B rules, as permitted under the public insurance program, except as provided in Subparagraph (a) of Paragraph (6) of Section (B) of 6.31.2.9 NMAC.</li> </ol> <p>(a) With regard to services required to provide FAPE to an eligible child, the public agency:</p>	<p>(See <a href="#"><u>U.S. Department of Education's Non-Regulatory Guidance on the IDEA Part B Regulations Regarding Parental Consent for the Use of Public Benefits or Insurance to Pay for Services under the IDEA, Issued February 14, 2013, and Effective March 18, 2013</u></a>)</p> <p>CIMARRON MUNICIPAL SCHOOLS notifies parents in writing of a number of safeguards to protect their rights before the CIMARRON MUNICIPAL SCHOOLS accesses the child's or parent's public benefits or insurance to pay for services under the IDEA for the first time and annually thereafter.</p> <p>CIMARRON MUNICIPAL SCHOOLS obtains a one-time written consent from the parent that meets the requirements of 34 CFR §99.30 and §300.622, and that specifies that the parent understands and agrees that the CIMARRON MUNICIPAL SCHOOLS may access the child's or parent's public benefits or insurance to pay for special education or related services under part 300 (services under the IDEA).</p> <p>CIMARRON MUNICIPAL SCHOOLS will not use Medicaid or other public benefits or insurance or private insurance without consent.</p>



<p>initiate proceedings) under the agreement or other mechanism to secure reimbursement from other agencies or otherwise implement the provisions of the agreement or mechanism.</p> <p>(4) Policies and procedures for agencies to determine and identify the interagency coordination responsibilities of each agency to promote the coordination and timely and appropriate delivery of services described in paragraph (b)(1) of this section.</p> <p>(b) <i>Obligation of noneducational public agencies.</i></p> <p>(1)</p> <p>(i) If any public agency other than an educational agency is otherwise obligated under Federal or State law, or assigned responsibility under State policy or pursuant to paragraph (a) of this section, to provide or pay for any services that are also considered special education or related services (such as, but not limited to, services described in § 300.5 relating to assistive technology devices, § 300.6 relating to assistive technology services, §300.34 relating to related services, §300.42 relating to supplementary aids and services, and § 300.43 relating to transition services) that are necessary for ensuring FAPE to children with disabilities within the State, the public agency must fulfill that obligation or responsibility, either directly or through contract or other arrangement pursuant to paragraph (a) of this section or an agreement pursuant to paragraph (c) of this section.</p> <p>(ii) A noneducational public agency described in paragraph (b)(1)(i) of this section may not disqualify an eligible service for Medicaid reimbursement</p>	<p>(i) may not require parents to sign up for or enroll in public insurance programs in order for their child to receive FAPE under Part B of IDEA;</p> <p>(ii) may not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to IDEA Part B rules , but pursuant to 34 CFR Sec. 300.154(f)(2), may pay the cost that the parent otherwise would be required to pay; and</p> <p>(iii) may not use a child’s benefits under a public benefits or insurance program if that use would: (A) decrease available lifetime coverage or any other insured benefit; (B) result in the family paying for services that would otherwise be covered by the public insurance program and that are required for the child outside of the time the child is in school; (C) increase premiums or lead to the discontinuation of benefits or insurance; or (D) risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures.</p> <p>(b) Prior to obtaining the parental consent described in Subparagraph (c) of this paragraph, and prior to accessing the parent’s or child’s public benefits, the public agency shall provide written notice to the child’s parents, consistent with 34 CFR Sec. 300.503(c). The written notice shall be provided annually thereafter.</p> <p>(i) The notice shall include a statement of the parental consent provisions in 34 CFR Secs. 99.30 and. 300.622 and shall specify: (A) the personally identifiable information that may be disclosed (e.g., records or information about the services that may be</p>	
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<p>because that service is provided in a school context.</p> <p>(2) If a public agency other than an educational agency fails to provide or pay for the special education and related services described in paragraph (b)(1) of this section, the LEA (or State agency responsible for developing the child's IEP) must provide or pay for these services to the child in a timely manner. The LEA or State agency is authorized to claim reimbursement for the services from the noneducational public agency that failed to provide or pay for these services and that agency must reimburse the LEA or State agency in accordance with the terms of the interagency agreement or other mechanism described in paragraph (a) of this section.</p> <p>(c) <i>Special rule.</i> The requirements of paragraph (a) of this section may be met through—</p> <p>(1) State statute or regulation;</p> <p>(2) Signed agreements between respective agency officials that clearly identify the responsibilities of each agency relating to the provision of services; or</p> <p>(3) Other appropriate written methods as determined by the Chief Executive Officer of the State or designee of that officer and approved by the Secretary.</p> <p>(d) <i>Children with disabilities who are covered by public benefits or insurance.</i></p> <p>(1) A public agency may use the Medicaid or other public benefits or insurance programs in which a child participates to provide or pay for services required under this part, as permitted under the public benefits or insurance program, except as provided in paragraph (d)(2) of this</p>	<p>provided to the child; (B) the purpose of the disclosure (e.g., billing for services under 34 CFR Part 300; (C) the public agency to which the disclosure may be made (e.g, New Mexico medicaid program); and (D) that the parent understands and agrees that the public agency may access the parent's or child's public benefits or insurance to pay for services under 34 CFR Part 300.</p> <p>(ii) The notice shall further include: (A) a statement of the "no cost" provisions in 34 CFR Secs. 300.154(d)(2)(i) through 33.154(d)(2)(iii); (B) a statement that the parents have the right under 34 CFR Parts 99 and 300 to withdraw their consent to disclosure of their child's personally identifiable information to the New Mexico medicaid program at any time; and (C) a statement that the withdrawal of consent or refusal to provide consent under 34 CFR Parts 99 and 300 to disclose personally identifiable information to the New Mexico medicaid program does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.</p> <p>(c) Prior to accessing a child's or parent's public benefits or insurance for the first time, and after providing notice to the child's parents consistent with Subparagraph (b) of this paragraph, the public agency shall obtain written parental consent as defined by 34 CFR Sec. 300.9. The written consent, consistent with the requirements of 34 CFR Sec. 300.154(d)(2)(iv), shall:</p> <p>(i) meet the requirements of 34 CFR Secs. 99.30 and 300.622 and shall specify: (A) the personally identifiable information that</p>	
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<p>section.</p> <p>(2) With regard to services required to provide FAPE to an eligible child under this part, the public agency—</p> <p>(i) May not require parents to sign up for or enroll in public benefits or insurance programs in order for their child to receive FAPE under Part B of the Act;</p> <p>(ii) May not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to this part, but pursuant to paragraph (g)(2) of this section, may pay the cost that the parents otherwise would be required to pay;</p> <p>(iii) May not use a child's benefits under a public benefits or insurance program if that use would—</p> <p>(A) Decrease available lifetime coverage or any other insured benefit;</p> <p>(B) Result in the family paying for services that would otherwise be covered by the public benefits or insurance program and that are required for the child outside of the time the child is in school;</p> <p>(C) Increase premiums or lead to the discontinuation of benefits or insurance; or</p> <p>(D) Risk loss of eligibility for home and community-based waivers, based on aggregate health-related expenditures; and</p>	<p>may be disclosed (e.g., records or information about the services that may be provided to the child; (B) the purpose of the disclosure (e.g., billing for services under 34 CFR Part 300; (C) the agency to which the disclosure may be made (e.g., New Mexico medicaid program); and</p> <p>(ii) shall specify that the parent understands and agrees that the public agency may access the parent's or child's public benefits or insurance to pay for services under 34 CFR Part 300.</p> <p>(d) The public agency is not required to obtain a new parental consent if the following conditions are present:</p> <p>(i) there is no change in any of the following: (A) the type of services to be provided to the child; (B) the amount of services to be provided to the child; or (C) the cost of the services to be charged to the public benefits or insurance program; and</p> <p>(ii) the public agency has on file a parental consent meeting the requirements of 34 CFR Secs. 300.9, 99.30 and 300.622.</p> <p>(e) Once the public agency obtains the one-time consent consistent with 34 CFR Sec. 300.154(d)(2)(iv), the public agency is not required to obtain parental consent before it accesses the child's or parent's public benefits or insurance in the future, regardless of whether there is a change in the type or amount of services to be provided to the child or a change in the cost of the services to be charged to the public benefits or insurance program.</p> <p>(f) If a child transfers to a new public agency, the new public agency shall provide the written notification described in 34 CFR Sec.</p>	
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<p>(iv) Prior to accessing a child’s or parent’s public benefits or insurance for the first time, and after providing notification to the child’s parents consistent with paragraph (d)(2)(v) of this section, must obtain written, parental consent that—</p> <p>(A) Meets the requirements of § 99.30 of this title and § 300.622, which consent must specify the personally identifiable information that may be disclosed (e.g., records or information about the services that may be provided to a particular child), the purpose of the disclosure (e.g., billing for services under part 300), and the agency to which the disclosure may be made (e.g., the State’s public benefits or insurance program (e.g., Medicaid)); and</p> <p>(B) Specifies that the parent understands and agrees that the public agency may access the parent’s or child’s public benefits or insurance to pay for services under part 300.</p> <p>(v) Prior to accessing a child’s or parent’s public benefits or insurance for the first time, and annually thereafter, must provide written notification, consistent with § 300.503(c), to the child’s parents, that includes—</p> <p>(A) A statement of the parental consent provisions in §300.154(d)(2)(iv)(A)-(B);</p> <p>(B) A statement of the “no cost” provisions in §300.154(d)(2)(i)-(iii);</p> <p>(C) A statement that the parents have the right under 34 CFR part 99 and part</p>	<p>300.154(d)(2)(v) and Subparagraph (b) of this paragraph, and shall then obtain parental consent meeting the requirements of 34 CFR Sec. 300.154(d)(2)(iv).</p> <p>(7) Children with disabilities who are covered by private insurance benefits. Pursuant to 34 CFR Sec. 300.154(e), an educational agency shall obtain a parent’s informed written consent for each proposed use of private insurance benefits and shall inform parents that their refusal to permit the use of their private insurance will not relieve the educational agency of its responsibility to ensure that all required services are provided at no cost to the parents. The public agency may not require parents to incur an out-of-pocket expense such as the payment of a deductible or co-pay amount incurred in filing a claim for services provided pursuant to IDEA Part B rules.</p> <p>(8) Pursuant to 34 CFR Sec. 300.154(f):</p> <p>(a) if a public agency is unable to obtain parental consent to use the parent’s private insurance, or public benefits or insurance when the parent would incur a cost for a specified service required under IDEA Part B rules , to ensure FAPE the public agency may use its Part B funds to pay for the service; and</p> <p>(b) to avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parent would incur a cost, the public agency may use its Part B funds to pay the cost the parents otherwise would have to pay to use the parent’s insurance (e.g., the deductible or co-pay amounts).</p>	
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<p>300 to withdraw their consent to disclosure of their child's personally identifiable information to the agency responsible for the administration of the State's public benefits or insurance program (e.g., Medicaid) at any time; and</p> <p>(D) A statement that the withdrawal of consent or refusal to provide consent under 34 CFR part 99 and part 300 to disclose personally identifiable information to the agency responsible for the administration of the State's public benefits or insurance program (e.g., Medicaid) does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.</p> <p>(e) <i>Children with disabilities who are covered by private insurance.</i></p> <p>(1) With regard to services required to provide FAPE to an eligible child under this part, a public agency may access the parents' private insurance proceeds only if the parents provide consent consistent with § 300.9.</p> <p>(2) Each time the public agency proposes to access the parents' private insurance proceeds, the agency must—</p> <p>(i) Obtain parental consent in accordance with paragraph (e)(1) of this section; and</p> <p>(ii) Inform the parents that their refusal to permit the public agency to access their private insurance does not relieve the public agency of its responsibility to ensure that all required services are provided at no cost to the parents.</p>		
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<p>(f) <i>Use of Part B funds.</i></p> <p>(1) If a public agency is unable to obtain parental consent to use the parents' private insurance, or public benefits or insurance when the parents would incur a cost for a specified service required under this part, to ensure FAPE the public agency may use its Part B funds to pay for the service.</p> <p>(2) To avoid financial cost to parents who otherwise would consent to use private insurance, or public benefits or insurance if the parents would incur a cost, the public agency may use its Part B funds to pay the cost that the parents otherwise would have to pay to use the parents' benefits or insurance (e.g., the deductible or co-pay amounts).</p> <p>(g) <i>Proceeds from public benefits or insurance or private insurance.</i></p> <p>(1) Proceeds from public benefits or insurance or private insurance will not be treated as program income for purposes of 34 CFR 80.25.</p> <p>(2) If a public agency spends reimbursements from Federal funds (e.g., Medicaid) for services under this part, those funds will not be considered "State or local" funds for purposes of the maintenance of effort provisions in §§300.163 and 300.203.</p> <p>(h) <i>Construction.</i> Nothing in this part should be construed to alter the requirements imposed on a State Medicaid agency, or any other agency administering a public benefits or insurance program by Federal statute, regulations or policy under title XIX, or title XXI of the Social Security Act, 42 U.S.C. 1396 through 1396v and 42 U.S.C. 1397aa through 1397jj, or any other public benefits or insurance program.</p>		
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(Authority: 20 U.S.C. 1412(a)(12) and (c))		
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<u>Additional Eligibility Requirements</u>		
<u>§ 300.155 Hearings relating to LEA eligibility.</u>		
The SEA must not make any final determination that an LEA is not eligible for assistance under Part B of the Act without first giving the LEA reasonable notice and an opportunity for a hearing under 34 CFR 76.401(d).		
(Authority: 20 U.S.C. 1412(a)(13))		

<u>§ 300.156 Personnel qualifications.</u>		
<p>(a) <i>General.</i> The SEA must establish and maintain qualifications to ensure that personnel necessary to carry out the purposes of this part are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities.</p> <p>(b) <i>Related services personnel and paraprofessionals.</i> The qualifications under paragraph (a) of this section must include qualifications for related services personnel and paraprofessionals that—</p> <ol style="list-style-type: none"> <li>(1) Are consistent with any State-approved or State- recognized certification, licensing, registration, or other comparable requirements that apply to the professional discipline in which those personnel are providing special education or related services; and</li> <li>(2) Ensure that related services personnel who deliver services in their discipline or</li> </ol>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>B. Public Agency Funding and Staffing ...</p> <p>(9) Staff training and qualifications.</p> <p>(a) Each public agency is responsible for ensuring that personnel serving children with disabilities are qualified under state licensure requirements and are adequately prepared for their assigned responsibilities, pursuant to 34 CFR Sec. 300.156. Paraprofessionals and assistants who are appropriately trained and supervised in accordance with applicable department licensure rules or written department policy may be used to assist in the provision of special education and related services to children with disabilities under Part B of IDEA.</p>	<p>CIMARRON MUNICIPAL SCHOOLS ensures that personnel essential to carrying out the purposes of the IDEA are appropriately and adequately prepared and trained including by ensuring that those personnel also have the content knowledge and skills to serve children with disabilities. (See 71 Fed. Reg. 46562 (August 14, 2004))</p> <p>CIMARRON MUNICIPAL SCHOOLS will provide training to its school administrators and teachers who teach reading to implement appropriate research-based reading interventions prior to referring the student for a special education evaluation. CIMARRON MUNICIPAL SCHOOLS will also train its special education teachers to provide appropriate specialized reading instruction for students with dyslexia who have been identified as eligible for special education services. Such training may be through the <a href="#">New Mexico Dyslexia Professional Development Modules</a> hosted by the Region IX Educational Cooperative in Ruidoso, New Mexico. These modules are provided through a</p>

<p>profession—</p> <ul style="list-style-type: none"> <li>(i) Meet the requirements of paragraph (b)(1) of this section; and</li> <li>(ii) Have not had certification or licensure requirements waived on an emergency, temporary, or provisional basis; and</li> <li>(iii) Allow paraprofessionals and assistants who are appropriately trained and supervised, in accordance with State law, regulation, or written policy, in meeting the requirements of this part to be used to assist in the provision of special education and related services under this part to children with disabilities.</li> </ul> <p>(c) <i>Qualifications for special education teachers.</i>  <i>(1) The qualifications described in paragraph (a) of this section must ensure that each person employed as a public school special education teacher in the State who teaches in an elementary school, middle school, or secondary school--</i></p> <ul style="list-style-type: none"> <li>(i) Has obtained full State certification as a special education teacher (including certification obtained through an alternate route to certification as a special educator, if such alternate route meets minimum requirements described in 34 CFR 200.56 (a)(2)(ii) as such section was in effect on November 28, 2008), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher, except that when used with respect to any teacher teaching in a public charter school, the teacher must meet the certification or licensing requirements, if any, set forth in the State's public charter school law;</li> <li>(ii) Has not had special education certification or licensure requirements waived on an</li> </ul>	<ul style="list-style-type: none"> <li>(b) Each public agency and charter school shall train their school administrators and teachers who teach reading to implement appropriate research-based reading interventions prior to referring the student for a special education evaluation and shall train their special education teachers to provide appropriate specialized reading instruction for students with dyslexia who have been identified as eligible for special education services.</li> </ul> <p><b>6.61.6.8 NMAC Requirements:</b></p> <p>A. Persons seeking licensure in special education pursuant to the provisions of this rule shall meet all the requirements enumerated in Subsections A or B of this section.</p> <ul style="list-style-type: none"> <li>(1) bachelor's degree from a regionally accredited college or university and including, for those licensees or applicants first entering a college or university beginning in the fall of 2017, the following:             <ul style="list-style-type: none"> <li>(a) nine semester hours in communication</li> <li>(b) six semester hours in mathematics</li> <li>(c) eight semester hours in laboratory science</li> <li>(d) nine semester hours in social and behavioral Science</li> <li>(e) nine semester hours in humanities and fine arts;</li> </ul> </li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>(2) credits from a regionally accredited college or university which include: 30 semester hours of professional education in a special education program approved by the public education department ("PED") ("department"), including completion of the department's approved functional areas and related competencies; and including</li> <li>(3) a mandatory student teaching component and at the option of the college or university, a practicum component; and</li> </ul>	<p>partnership between the New Mexico Special Education Bureau and the 95 Percent Group Inc., Susan L. Hall, Ed.D., Founder and President and the Region IX Education Cooperative.</p>
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<p>emergency, temporary, or provisional basis; and</p> <p>(iii) Holds at least a bachelor's degree.</p> <p>(2) A teacher will be considered to meet the standard in paragraph (c)(1)(i) of this section if that teacher is participating in an alternate route to special education certification program under which—</p> <p>(i) The teacher—</p> <p>(A) Receives high-quality professional development that is sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction, before and while teaching;</p> <p>(B) Participates in a program of intensive supervision that consists of structured guidance and regular ongoing support for teachers or a teacher mentoring program;</p> <p>(C) Assumes functions as a teacher only for a specified period of time not to exceed three years; and</p> <p>(D) Demonstrates satisfactory progress toward full certification as prescribed by the State; and</p> <p>(ii) The State ensures, through its certification and licensure process, that the provisions in paragraph (c)(2)(i) of this section are met.</p> <p>(d) <i>Policy.</i> In implementing this section, a State must adopt a policy that includes a requirement that LEAs in the State take measurable steps to recruit, hire, train, and retain personnel who meets the applicable requirements described in paragraph (c) of this section to provide special education and related services under this part to children with disabilities.</p> <p>(e) <i>Rule of construction.</i> Notwithstanding any other individual right of action that a parent or student may maintain under this part, nothing in this part</p>	<p>(4) 24 semester hours in one of the following teaching fields: mathematics, science(s), language arts, reading, and social studies (or other content related areas); and</p> <p>(5) in addition to the requirements specified in Subsection A of this section, six hours of reading in subject matter content for those licensees or applicants who first entered any college or university on or after August 1, 2001 regardless of when they graduate or earn their degree; and</p> <p>(6) passage of all required portions of the current New Mexico teacher test or any successor teacher test adopted by the department; and</p> <p>(7) satisfy the requirements of a highly qualified beginning pre K-12 special education teacher; or</p> <p>B. possess a valid certificate issued by the national board for professional teaching standards for the appropriate grade level and type.</p> <p>...</p>	
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<p>shall be construed to create a right of action on behalf of an individual student or a class of students for the failure of a particular SEA or LEA employee to meet the applicable requirement described in paragraph (c) of this section, or to prevent a parent from filing a complaint about staff qualifications with the SEA as provided for under this part.</p> <p>(Authority: 20 U.S.C. 1412(a)(14))</p>		
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<p><a href="#">§ 300.157 Performance goals and indicators.</a></p>		
<p>The State must—</p> <p>(a) Have in effect established goals for the performance of children with disabilities in the State that—</p> <p>(1) Promote the purposes of this part, as stated in § 300.1;</p> <p>(2) Are the same as the State’s long-term goals and measurements of interim progress for children with disabilities under section 111(c)(4)(A)(i) of the ESEA.</p> <p>(3) Address graduation rates and dropout rates, as well as such other factors as the State may determine; and</p> <p>(4) Are consistent, to the extent appropriate, with any other goals and academic standards for children established by the State;</p> <p>(b) Have in effect established performance indicators the State will use to assess progress toward achieving the goals described in paragraph (a) of this section, including Measurements of interim progress for children with disabilities under section</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>D. Performance goals and indicators.</p> <p>(1) Pursuant to the requirements of 34 CFR Sec. 300.157(a), the content standards and benchmarks from the department’s standards for excellence (Chapter 29 of Title 6 of the NMAC) for all children attending public schools and state-supported educational programs in New Mexico shall provide the basic performance goals and indicators for children with disabilities in the general education curriculum.</p> <p>(2) The IEP academic goals must align with the New Mexico content standards and benchmarks, including the expanded performance standards for students with significant cognitive disabilities, however, functional goals do not have to align with the standards and benchmarks.</p> <p>(a) Beginning in the 2012-2013 school year, IEP academic goals in English language arts and mathematics for students in grades K through three shall align with the English Language Arts Common Core Standards (6.29.13 NMAC) and</p>	

<p>111(c)(4)(A)(i) of the ESEA 20 U.S.C.6311; and</p> <p>(c) Annually report to the Secretary and the public on the progress of the State, and of children with disabilities in the State, toward meeting the goals established under paragraph (a) of this section, which may include elements of the reports required under section 1111(h) of the ESEA.</p> <p>(Authority: 20 U.S.C. 1412(a)(15))</p>	<p>the Mathematics Common Core Standards (6.29.14 NMAC).</p> <p>(b) Beginning in the 2013-2014 school year, IEP academic goals in English language arts and mathematics for students in grades four through 12 shall align with the English Language Arts Common Core Standards (6.29.13 NMAC) and the Mathematics Common Core Standards (6.29.14 NMAC).</p> <p>(3) Unless waivers or modifications covering individual public agencies' programs have been allowed by the department or the secretary of education, the general education curriculum and the content standards and benchmarks shall only be adapted to the extent necessary to meet the needs of individual children with disabilities as determined by IEP teams in individual cases.</p> <p>E. Participation in statewide and district-wide assessments. Each local educational agency and other public agencies when applicable shall include all children with disabilities in all statewide and district-wide assessment programs. Each public agency shall collect and report performance results in compliance with the requirements of 34 CFR Sec. 300.157 and Sec. 1111(h) of the Elementary and Secondary Education Act, and any additional requirements established by the department. Students with disabilities may participate:</p> <p>(1) in the appropriate general assessment in the same manner as their nondisabled peers; this may include the use of adaptations that are deemed appropriate for all students by the department; or</p> <p>(2) in the appropriate general assessment with appropriate accommodations in administration if necessary; public agencies shall use the current guidance from the department about accommodations as specified in the student's IEP; or</p> <p>(3) in alternate assessments for the small number of students for whom alternate assessments are appropriate under the department's established</p>	
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	<p>participation criteria; the IEP team shall agree and document that the student is eligible for participation in an alternate assessment based on alternate achievement standards according to 34 CFR Sec. 300.320(a)(6).</p>	
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<p><a href="#">§§ 300.158–300.159 [Reserved]</a></p>		
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<p><a href="#">§ 300.160 Participation in assessments.</a></p>		
<p>(a) General. A State must ensure that all children with disabilities are included in all general State and district-wide assessment programs, including assessments described under section 1111 of the ESEA, 20 U.S.C. 6311, with appropriate accommodations and alternate assessments, if necessary, as indicated in their respective IEPs.</p> <p>(b) Accommodation guidelines.</p> <p>(1) A State (or, in the case of a district-wide assessment, an LEA) must develop guidelines for the provision of appropriate accommodations.</p> <p>(2) The State's (or, in the case of a district-wide assessment, the LEA's) guidelines must--</p> <p>(i) Identify only those accommodations for each</p>	<p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>M. Statewide student assessment system. As stated in 22-2-8.13 NMSA 1978, students' knowledge and skills are assessed and evaluated though the New Mexico content standards with benchmarks and performance standards, the system of assessments, and local measures</p> <p>...</p> <p>(2) Exceptions. Exceptions include special provisions and requirements for the assessment of English language learners and students with IEPs.</p> <p>...</p> <p>(b) Students with IEPs. Students with IEPs who receive special education and related services shall participate in all statewide and district-wide assessments of student achievement or in state-approved alternate assessments. Pursuant</p>	<p>CIMARRON MUNICIPAL SCHOOLS's IEP teams will follow the NMPED guidelines when determining how a child will participate in the New Mexico Statewide Assessment Program, including how to select allowable accommodations and decide whether a child with a disability meets the criteria to be assessed based on modified or alternate academic achievement standards. CIMARRON MUNICIPAL SCHOOLS will use the most current forms and follow the most current guidance of the NMPED.</p>

<p>assessment that do not invalidate the score; and</p> <p>(ii) Instruct IEP Teams to select, for each assessment, only those accommodations that do not invalidate the score.</p> <p>(c) Alternate assessments aligned with alternate academic achievement standards for student with the most significant cognitive disabilities.</p> <p>(1) If a State has adopted alternate academic achievement standards for children with disabilities who are students with the most significant cognitive disabilities as permitted in section 1111(b)(1)(E) of the ESEA, the State (or, in the case of a district-wide assessment, an LEA) must develop and implement alternate assessments and guidelines for the participation in alternate assessments of those children with disabilities who cannot participate in regular assessments, even with accommodations, as indicated in their respective IEPs, as provided in paragraph (a) of this section.</p> <p>(2) For assessing the academic progress of children with disabilities who are students with the most significant cognitive disabilities under title I of the ESEA, the alternate assessments and guidelines in paragraph (c)(1) of this section must—</p> <p>(i) Be aligned with the challenging State academic content standards under section 1111(b)(1) of the ESEA and alternate academic achievement standards under section 1111(b)(1)(E) of the ESEA; and</p> <p>(ii) Measure the achievement of children with disabilities who are students with the most significant cognitive disabilities against those standards.</p> <p>(3) Consistent with section 1111(b)(1)(E)(ii) of the</p>	<p>to Subsection E of 6.31.2.11 NMAC, 34 CFR 300.320 (a)(2)(ii) and 34 CFR 300.320(a)(6), the IEPs for such students shall specify which assessments each student will participate in and what, if any, accommodations or modifications in administration are needed to enable the student to participate. The IEPs for students who will not participate in a particular statewide or district-wide assessment shall meet state-approved criteria, methods and instruments.</p> <p>K (13)</p> <p>(g) To establish a level of proficiency on the current graduation examination or the state-approved alternate assessment for students on a career readiness program of study or ability program of study, IEP teams shall review the student's performance on the first attempt, and establish a targeted proficiency on all sections that are below the state's minimum requirement. For those students who meet participation criteria for the New Mexico alternate assessment, IEP teams shall set targeted levels of proficiency based upon previous performance on the test. If the student has previously been administered the New Mexico alternate assessment and has achieved an advanced level of overall performance, the IEP team shall arrange for the student to participate in the general graduation examination, and shall identify appropriate accommodations that the student may require. IEP teams shall document the targeted levels of proficiency on the IEP and the PWN, outlining the plan of action to be taken by both the student and the district or charter school to ensure that the student will meet the targeted levels of proficiency. Districts or charter schools may submit a written request for a waiver to the secretary in cases where a student has medical or mental health issues that may result in regression or that negatively influence the student's ability</p>	
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<p>ESEA and 34 CFR 200.6(c)(6), a State may not adopt modified academic achievement standards or any other alternate academic achievement standards that do not meet the requirements in section 1111(b)(1)(E) of the ESEA for any children with disabilities under section 602(3) of the IDEA.</p> <p>(d) Explanation to IEP Teams. A State (or in the case of a district-wide assessment, an LEA) must—</p> <ol style="list-style-type: none"> <li>(1) Provide to IEP teams a clear explanation of the differences between assessments based on grade-level academic achievement standards and those based on alternate academic achievement standards, including any effects of State and local policies on a student's education resulting from taking an alternate assessment aligned with alternate academic achievement standards, such as how participation in such assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma; and</li> <li>(2) Not preclude a student with the most significant cognitive disabilities who takes an alternate assessment aligned with alternate academic achievement standards from attempting to complete the requirements for a regular high school diploma.</li> </ol> <p>(e) Inform parents. A State (or in the case of a district-wide assessment, an LEA) must ensure that parents of students selected to be assessed using an alternate assessment aligned with alternate academic achievement standards under the State's guidelines in paragraph (c)(1) of this section are informed, consistent with 34 CFR 200.2(e), that their child's achievement will be measured based on alternate academic achievement standards, and of how participation in such assessments may delay or otherwise affect the student from completing the requirements for a regular high school diploma.</p>	<p>to achieve targeted levels of proficiency. The written request shall be signed by the superintendent or charter school administrator and shall include documentation of the medical or mental health issues.</p>	
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<p>(f) Reports. An SEA (or, in the case of a district-wide assessment, an LEA) must make available to the public, and report to the public with the same frequency and in the same detail as it reports on the assessment of nondisabled children, the following:</p> <ol style="list-style-type: none"> <li>(1) The number of children with disabilities participating in regular assessments, and the number of those children who were provided accommodations (that did not result in an invalid score) in order to participate in those assessments.</li> <li>(2) The number of children with disabilities, if any, participating in alternate assessments based on gradelevel academic achievement standards in school years prior to 2017–2018.</li> <li>(3) The number of children with disabilities, if any, participating in alternate assessments aligned with modified academic achievement standards in school years prior to 2016– 2017.</li> <li>(4) The number of children with disabilities who are students with the most significant cognitive disabilities participating in alternate assessments aligned with alternate academic achievement standards.</li> <li>(5) Compared with the achievement of all children, including children with disabilities, the performance results of children with disabilities on regularassessments, alternate assessments based on grade-level academic achievement standards (prior to 2017– 2018), alternate assessments based on modified academic achievement standards (prior to 2016–2017), and alternate assessments aligned with alternate academic achievement standards if—       <ol style="list-style-type: none"> <li>(i) The number of children participating in those assessments is sufficient to yield statistically reliable information; and</li> </ol> </li> </ol>		
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<p>(ii) Reporting that information will not reveal personally identifiable information about an individual student on those assessments.</p> <p>(g) Universal design. An SEA (or, in the case of a district-wide assessment, an LEA) must, to the extent possible, use universal design principles in developing and administering any assessments under this section.</p>		
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<p><a href="#">§ 300.161 [Reserved]</a></p>		
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<p><a href="#">§ 300.162 Supplementation of State, local, and other Federal funds.</a></p> <p>(a) <i>Expenditures.</i> Funds paid to a State under this part must be expended in accordance with all the provisions of this part.</p> <p>(b) <i>Prohibition against commingling.</i></p> <p>(1) Funds paid to a State under this part must not be commingled with State funds.</p> <p>(2) The requirement in paragraph (b)(1) of this section is satisfied by the use of a separate accounting system that includes an audit trail of the expenditure of funds paid to a State under this part. Separate bank accounts are not required. (See 34 CFR 76.702 (Fiscal control and fund accounting procedures).)</p> <p>(c) <i>State-level nonsupplanting.</i></p> <p>(1) Except as provided in § 300.202, funds paid to a State under Part B of the Act must be used to</p>		
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<p>supplement the level of Federal, State, and local funds (including funds that are not under the direct control of the SEA or LEAs) expended for special education and related services provided to children with disabilities under Part B of the Act, and in no case to supplant those Federal, State, and local funds.</p> <p>(2) If the State provides clear and convincing evidence that all children with disabilities have available to them FAPE, the Secretary may waive, in whole or in part, the requirements of paragraph (c)(1) of this section if the Secretary concurs with the evidence provided by the State under § 300.164.</p> <p>(Authority: 20 U.S.C. 1412(a)(17))</p>		
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<p><a href="#">§ 300.163 Maintenance of State financial support.</a></p> <p>(a) <i>General.</i> A State must not reduce the amount of State financial support for special education and related services for children with disabilities, or otherwise made available because of the excess costs of educating those children, below the amount of that support for the preceding fiscal year.</p> <p>(b) <i>Reduction of funds for failure to maintain support.</i> The Secretary reduces the allocation of funds under section 611 of the Act for any fiscal year following the fiscal year in which the State fails to comply with the requirement of paragraph (a) of this section by the same amount by which the State fails to meet the requirement.</p> <p>(c) <i>Waivers for exceptional or uncontrollable circumstances.</i> The Secretary may waive the requirement of paragraph (a) of this section for a State, for one fiscal year at a time, if the Secretary determines that—</p>		
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<p>(1) Granting a waiver would be equitable due to exceptional or uncontrollable circumstances such as a natural disaster or a precipitous and unforeseen decline in the financial resources of the State; or</p> <p>(2) The State meets the standard in § 300.164 for a waiver of the requirement to supplement, and not to supplant, funds received under Part B of the Act.</p> <p>(d) <i>Subsequent years.</i> If, for any fiscal year, a State fails to meet the requirement of paragraph (a) of his section, including any year for which the State is granted a waiver under paragraph (c) of this section, the financial support required of the State in future years under paragraph (a) of this section shall be the amount that would have been required in the absence of that failure and not the reduced level of the State’s support.</p> <p>(Authority: 20 U.S.C. 1412(a)(18))</p>		
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<p><a href="#"><u>§ 300.164 Waiver of requirement regarding supplementing and not supplanting with Part B funds.</u></a></p>		
<p>(a) Except as provided under §§ 300.202 through 300.205, funds paid to a State under Part B of the Act must be used to supplement and increase the level of Federal, State, and local funds (including funds that are not under the direct control of SEAs or LEAs) expended for special education and related services provided to children with disabilities under Part B of the Act and in no case to supplant those Federal, State, and local funds. A State may use funds it retains under § 300.704(a) and (b) without regard to the prohibition on supplanting other funds.</p>		

<p>(b) If a State provides clear and convincing evidence that all eligible children with disabilities throughout the State have FAPE available to them, the Secretary may waive for a period of one year in whole or in part the requirement under §300.162 (regarding State-level nonsupplanting) if the Secretary concurs with the evidence provided by the State.</p> <p>(c) If a State wishes to request a waiver under this section, it must submit to the Secretary a written request that includes—</p> <p>(1) An assurance that FAPE is currently available, and will remain available throughout the period that a waiver would be in effect, to all eligible children with disabilities throughout the State, regardless of the public agency that is responsible for providing FAPE to them. The assurance must be signed by an official who has the authority to provide that assurance as it applies to all eligible children with disabilities in the State;</p> <p>(2) All evidence that the State wishes the Secretary to consider in determining whether all eligible children with disabilities have FAPE available to them, setting forth in detail—</p> <p>(i) The basis on which the State has concluded that FAPE is available to all eligible children in the State; and</p> <p>(ii) The procedures that the State will implement to ensure that FAPE remains available to all eligible children in the State, which must include—</p> <p>(A) The State’s procedures under § 300.111 for ensuring that all eligible children are identified, located and evaluated;</p>		
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<p>(B) The State's procedures for monitoring public agencies to ensure that they comply with all requirements of this part;</p> <p>(C) The State's complaint procedures under §§300.151 through 300.153; and</p> <p>(D) The State's hearing procedures under §§300.511 through 300.516 and §§ 300.530 through 300.536;</p> <p>(3) A summary of all State and Federal monitoring reports, and State complaint decisions (<i>See</i> §§ 300.151 through 300.153) and hearing decisions (<i>See</i> §§ 300.511 through 300.516 and §§ 300.530 through 300.536), issued within three years prior to the date of the State's request for a waiver under this section, that includes any finding that FAPE has not been available to one or more eligible children, and evidence that FAPE is now available to all children addressed in those reports or decisions; and</p> <p>(4) Evidence that the State, in determining that FAPE is currently available to all eligible children with disabilities in the State, has consulted with the State advisory panel under §300.167.</p> <p>(d) If the Secretary determines that the request and supporting evidence submitted by the State makes a prima facie showing that FAPE is, and will remain, available to all eligible children with disabilities in the State, the Secretary, after notice to the public throughout the State, conducts a public hearing at which all interested persons and organizations may present evidence regarding the following issues:</p> <p>(1) Whether FAPE is currently available to all</p>		
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<p>eligible children with disabilities in the State.</p> <p>(2) Whether the State will be able to ensure that FAPE remains available to all eligible children with disabilities in the State if the Secretary provides the requested waiver.</p> <p>(e) Following the hearing, the Secretary, based on all submitted evidence, will provide a waiver, in whole or in part, for a period of one year if the Secretary finds that the State has provided clear and convincing evidence that FAPE is currently available to all eligible children with disabilities in the State, and the State will be able to ensure that FAPE remains available to all eligible children with disabilities in the State if the Secretary provides the requested waiver.</p> <p>(f) A State may receive a waiver of the requirement of section 612(a)(18)(A) of the Act and § 300.164 if it satisfies the requirements of paragraphs (b) through (e) of this section.</p> <p>(g) The Secretary may grant subsequent waivers for a period of one year each, if the Secretary determines that the State has provided clear and convincing evidence that all eligible children with disabilities throughout the State have, and will continue to have throughout the one-year period of the waiver, FAPE available to them.</p> <p>(Authority: 20 U.S.C. 1412(a)(17)(C), (18)(C)(ii))</p>		
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<p><a href="#">§ 300.165 Public participation.</a></p>		
<p>(a) Prior to the adoption of any policies and procedures needed to comply with Part B of the Act (including any amendments to those policies and procedures),</p>		

<p>the State must ensure that there are public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of children with disabilities.</p> <p>(b) Before submitting a State plan under this part, a State must comply with the public participation requirements in paragraph (a) of this section and those in 20 U.S.C. 1232d(b)(7).</p> <p>(Authority: 20 U.S.C. 1412(a)(19); 20 U.S.C. 1232d(b)(7))</p>		
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<p><a href="#">§ 300.166 Rule of construction.</a></p>		
<p>In complying with §§ 300.162 and 300.163, a State may not use funds paid to it under this part to satisfy State-law mandated funding obligations to LEAs, including funding based on student attendance or enrollment, or inflation.</p> <p>(Authority: 20 U.S.C. 1412(a)(20))</p>		

<p><a href="#">State Advisory Panel</a></p>		
<p><a href="#">§ 300.167 State advisory panel.</a></p>		
<p>The State must establish and maintain an advisory panel for the purpose of providing policy guidance with respect to special education and related services for children with disabilities in the State.</p> <p>(Authority: 20 U.S.C. 1412(a)(21)(A))</p>		

<p><a href="#">§ 300.168 Membership.</a></p>		

<p>(a) <i>General.</i> The advisory panel must consist of members appointed by the Governor, or any other official authorized under State law to make such appointments, be representative of the State population and be composed of individuals involved in, or concerned with the education of children with disabilities, including—</p> <ol style="list-style-type: none"> <li>(1) Parents of children with disabilities (ages birth through 26);</li> <li>(2) Individuals with disabilities;</li> <li>(3) Teachers;</li> <li>(4) Representatives of institutions of higher education that prepare special education and related services personnel;</li> <li>(5) State and local education officials, including officials who carry out activities under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act, (42 U.S.C. 11431 <i>et seq.</i>);</li> <li>(6) Administrators of programs for children with disabilities;</li> <li>(7) Representatives of other State agencies involved in the financing or delivery of related services to children with disabilities;</li> <li>(8) Representatives of private schools and public charter schools;</li> <li>(9) Not less than one representative of a vocational, community, or business organization concerned with the provision of transition services to children with disabilities;</li> <li>(10) A representative from the State child welfare agency responsible for foster care; and</li> </ol>		
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<p>(11) Representatives from the State juvenile and adult corrections agencies.</p> <p>(b) <i>Special rule.</i> A majority of the members of the panel must be individuals with disabilities or parents of children with disabilities (ages birth through 26).</p> <p>(Authority: 20 U.S.C. 1412(a)(21)(B) and (C))</p>		
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<p><a href="#">§ 300.169 Duties.</a></p> <p>The advisory panel must—</p> <p>(a) Advise the SEA of unmet needs within the State in the education of children with disabilities;</p> <p>(b) Comment publicly on any rules or regulations proposed by the State regarding the education of children with disabilities;</p> <p>(c) Advise the SEA in developing evaluations and reporting on data to the Secretary under section 618 of the Act;</p> <p>(d) Advise the SEA in developing corrective action plans to address findings identified in Federal monitoring reports under Part B of the Act; and</p> <p>(e) Advise the SEA in developing and implementing policies relating to the coordination of services for children with disabilities.</p> <p>(Authority: 20 U.S.C. 1412(a)(21)(D))</p>		
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<u>Other Provisions Required for State Eligibility</u>		
<u>§ 300.170 Suspension and expulsion rates.</u>		
<p>(a) <i>General.</i> The SEA must examine data, including data disaggregated by race and ethnicity, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities—</p> <p>(1) Among LEAs in the State; or</p> <p>(2) Compared to the rates for nondisabled children within those agencies.</p> <p>(b) <i>Review and revision of policies.</i> If the discrepancies described in paragraph (a) of this section are occurring, the SEA must review and, if appropriate, revise (or require the affected State agency or LEA to revise) its policies, procedures, and practices relating to the development and implementation of IEPs, the use of positive behavioral interventions and supports, and procedural safeguards, to ensure that these policies, procedures, and practices comply with the Act.</p> <p>(Authority: 20 U.S.C. 1412(a)(22))</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>F. Behavioral management and discipline.</p> <p>...</p> <p>(4) LEAs shall keep an accurate accounting of suspension and expulsion rates for children with disabilities as compared to children without disabilities to ensure that children with disabilities are not being expelled or suspended at a significantly higher rate than children without disabilities.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED as deemed necessary by the NMPED to carry out its duty to determine if significant discrepancies exist between the rates of long-term suspensions and expulsions of children with and without disabilities or any other information that may be required by the NMPED or the U.S. Department of Education.</p>

<u>§ 300.171 Annual description of use of Part B funds.</u>		
<p>(a) In order to receive a grant in any fiscal year a State must annually describe—</p> <p>(1) How amounts retained for State administration and State-level activities under § 300.704 will be used to meet the requirements of this part; and</p> <p>(2) How those amounts will be allocated among the activities described in § 300.704 to meet</p>		<p>CIMARRON MUNICIPAL SCHOOLS will provide the NMPED with information needed by the NMPED to enable the NMPED to carry out its duties under the IDEA, including, with respect to 34 C.F.R. § 300.171, information relating to use of IDEA Part B funds.</p>

<p>State priorities based on input from LEAs.</p> <p>(b) If a State’s plans for use of its funds under § 300.704 for the forthcoming year do not change from the prior year, the State may submit a letter to that effect to meet the requirement in paragraph (a) of this section.</p> <p>(c) The provisions of this section do not apply to the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and the freely associated States.</p> <p>(Authority: 20 U.S.C. 1411(e)(5))</p>		
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<p><a href="#">§ 300.172 Access to instructional materials.</a></p>		
<p>(a) <i>General.</i> The State must—</p> <p>(1) Adopt the National Instructional Materials Accessibility Standard (NIMAS), published as appendix C to part 300, for the purposes of providing instructional materials to blind persons or other persons with print disabilities, in a timely manner after publication of the NIMAS in the <b>Federal Register</b> on July 19, 2006 (71 FR 41084); and</p> <p>(2) Establish a State definition of “timely manner” for purposes of paragraphs (b)(2) and (b)(3) of this section if the State is not coordinating with the National Instructional Materials Access Center (NIMAC) or (b)(3) and (c)(2) of this section if the State is coordinating with the NIMAC.</p> <p>(b) <i>Rights and responsibilities of SEA.</i></p> <p>(1) Nothing in this section shall be construed to</p>		<p>Nothing in 34 C.F.R. § 300.210 shall be construed to require an LEA to coordinate with the National Instructional Materials Access Center (NIMAC). CIMARRON MUNICIPAL SCHOOLS has chosen not to coordinate with the NIMAC but assures that it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that children with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities in 34 C.F.R. §300.172(e)(1)(i) or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.</p>

<p>require any SEA to coordinate with the NIMAC.</p> <p>(2) If an SEA chooses not to coordinate with the NIMAC, the SEA must provide an assurance to the Secretary that it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.</p> <p>(3) Nothing in this section relieves an SEA of its responsibility to ensure that children with disabilities who need instructional materials in accessible formats, but are not included under the definition of blind or other persons with print disabilities in § 300.172(e)(1)(i) or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.</p> <p>(4) In order to meet its responsibility under paragraphs (b)(2), (b)(3), and (c) of this section to ensure that children with disabilities who need instructional materials in accessible formats are provided those materials in a timely manner, the SEA must ensure that all public agencies take all reasonable steps to provide instructional materials in accessible formats to children with disabilities who need those instructional materials at the same time as other children receive instructional materials.</p> <p>(c) <i>Preparation and delivery of files.</i> If an SEA chooses to coordinate with the NIMAC, as of December 3, 2006, the SEA must—</p> <p>(1) As part of any print instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of print instructional materials, must enter into a written contract with the publisher of the print instructional materials to—</p>		
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<p>(i) Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to NIMAC electronic files containing the contents of the print instructional materials using the NIMAS; or</p> <p>(ii) Purchase instructional materials from the publisher that are produced in, or may be rendered in, specialized formats.</p> <p>(2) Provide instructional materials to blind persons or other persons with print disabilities in a timely manner.</p> <p>(d) <i>Assistive technology.</i> In carrying out this section, the SEA, to the maximum extent possible, must work collaboratively with the State agency responsible for assistive technology programs.</p> <p>(e) <i>Definitions.</i></p> <p>(1) In this section and §300.210—</p> <p>(i) <i>Blind persons or other persons with print disabilities</i> means children served under this part who may qualify to receive books and other publications produced in specialized formats in accordance with the Act entitled “An Act to provide books for adult blind,” approved March 3, 1931, 2 U.S.C 135a;</p> <p>(ii) <i>National Instructional Materials Access Center</i> or <i>NIMAC</i> means the center established pursuant to section 674(e) of the Act;</p> <p>(iii) <i>National Instructional Materials Accessibility Standard</i> or <i>NIMAS</i> has the meaning given the term in section 674(e)(3)(B) of the Act;</p>		
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<p>(iv) <i>Specialized formats</i> has the meaning given the term in section 674(e)(3)(D) of the Act.</p> <p>(2) The definitions in paragraph (e)(1) of this section apply to each State and LEA, whether or not the State or LEA chooses to coordinate with the NIMAC.</p> <p>(Authority: 20 U.S.C. 1412(a)(23), 1474(e))</p>		
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<p><a href="#">§ 300.173 Overidentification and disproportionality.</a></p>		
<p>The State must have in effect, consistent with the purposes of this part and with section 618(d) of the Act, policies and procedures designed to prevent the inappropriate overidentification or disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment described in § 300.8.</p> <p>(Authority: 20 U.S.C. 1412(a)(24))</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>E. Significant disproportionality.</p> <p>(1) Pursuant to CFR 34 Sec. 300.646, LEAs shall provide for the collection and examination of data to determine if significant disproportionality, based on race and ethnicity, is occurring with respect to:</p> <ul style="list-style-type: none"> <li>(a) the identification of children as children with disabilities including the identification of children as children with disabilities in accordance with a particular impairment as defined by 34 CFR Sec. 300.8;</li> <li>(b) the placement in particular educational settings of these children; and</li> <li>(c) the incidence, duration and type of disciplinary actions, including suspensions and expulsions.</li> </ul>	<p>CIMARRON MUNICIPAL SCHOOLS complies with Title VI of the Civil Rights Act of 1964 which protects people from discrimination based on race, color or national origin in programs or activities that receive Federal financial assistance.</p> <p>The Office for Civil Rights under the U.S. Department of Education (“OCR”) provides school districts and state departments of education guidance in satisfying Title VI. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the <a href="#">Provision of an Equal Education Opportunity to Limited-English Proficient Students</a> (Revised August 2000).</p>

<p><a href="#">§ 300.174 Prohibition on mandatory medication.</a></p> <p>(a) <i>General.</i> The SEA must prohibit State and LEA personnel from requiring parents to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)) for a child as a condition of attending school, receiving an evaluation under §§ 300.300 through 300.311, or receiving services under this part.</p> <p>(b) <i>Rule of construction.</i> Nothing in paragraph (a) of this section shall be construed to create a Federal prohibition against teachers and other school personnel consulting or sharing classroom-based observations with parents or guardians regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education or related services under § 300.111 (related to child find).</p> <p>(Authority: 20 U.S.C. 1412(a)(25))</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>J. Prohibition on mandatory medication. Each LEA and other public agencies serving students with disabilities are prohibited from requiring parents to obtain a prescription for substances identified under schedules I, II, III, IV, or V in section 202(c) of the federal Controlled Substances Act (21USC . 812(c)) for a student as a condition of attending school, receiving an evaluation under 34 CFR Secs. 300.300 through 300.311, or receiving services under Part B of IDEA. This prohibition shall be construed as provided in 34 CFR Sec. 300.174(b).</p>	<p>The NMPED has issued a memorandum regarding the <a href="#">Prohibition on Mandatory Medication</a> (October 7, 2005) available through the NMPED website. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this memorandum.</p>
<p><a href="#">§ 300.175 SEA as provider of FAPE or direct services.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">§ 300.176 Exception for prior State plans.</a> [Text omitted from these procedures.]</p>		

<a href="#">§ 300.177 States' sovereign immunity.</a> [Text omitted from these procedures.]		
<a href="#">Department Procedures</a>		
<a href="#">§ 300.178 Determination by the Secretary that a State is eligible to receive a grant.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.179 Notice and hearing before determining that a State is not eligible to receive a grant.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.180 Hearing official or panel.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.181 Hearing procedures.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.182 Initial decision; final decision.</a> [Text omitted from these procedures.]		

<a href="#">§ 300.183 Filing requirements.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.184 Judicial review.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.185 [Reserved]</a>		
<a href="#">§ 300.186 Assistance under other Federal programs.</a> [Text omitted from these procedures.]		
<a href="#">By-pass for Children in Private Schools</a>		
<a href="#">§ 300.190 By-pass—general.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.191 Provisions for services under a by-pass.</a> [Text omitted from these procedures.]		



<a href="#">§ 300.192 Notice of intent to implement a by-pass.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.193 Request to show cause.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.194 Show cause hearing.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.195 Decision.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.196 Filing requirements.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.197 Judicial review.</a> [Text omitted from these procedures.]		

<p><a href="#">§ 300.198 Continuation of a by-pass.</a></p> <p>[Text omitted from these procedures.]</p>		
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<p><a href="#">State Administration</a></p>		
<p><a href="#">§ 300.199 State administration.</a></p> <p>(a) <i>Rulemaking.</i> Each State that receives funds under Part B of the Act must—</p> <p>(1) Ensure that any State rules, regulations, and policies relating to this part conform to the purposes of this part;</p> <p>(2) Identify in writing to LEAs located in the State and the Secretary any such rule, regulation, or policy as a State- imposed requirement that is not required by Part B of the Act and Federal regulations; and</p> <p>(3) Minimize the number of rules, regulations, and policies to which the LEAs and schools located in the State are subject under Part B of the Act.</p> <p>(b) <i>Support and facilitation.</i> State rules, regulations, and policies under Part B of the Act must support and facilitate LEA and school-level system improvement designed to enable children with disabilities to meet the challenging State student academic achievement standards.</p> <p>(Authority: 20 U.S.C. 1407)</p>	<p><b>6.31.2.3 NMAC. STATUTORY AUTHORITY:</b></p> <p>This rule is being promulgated pursuant to Sections 22-2-1,22-2-2, 22-13-5,and 22-13-6.1 NNMSA 1978.</p>	

<p><a href="#">SUBPART C—LOCAL EDUCATIONAL AGENCY ELIGIBILITY</a></p>		
<p><a href="#">§ 300.200 Condition of assistance.</a></p>		

<p>An LEA is eligible for assistance under Part B of the Act for a fiscal year if the agency submits a plan that provides assurances to the SEA that the LEA meets each of the conditions in §§300.201 through 300.213.</p> <p>(Authority: 20 U.S.C. 1413(a))</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>C. IDEA applications and assurances. Each New Mexico public agency that desires to receive IDEA flow-through funds shall file an annual application with the department in the form prescribed by the department. Each application shall:</p> <ol style="list-style-type: none"> <li>(1) provide all information requested by the department;</li> <li>(2) demonstrate to the department’s satisfaction that the public agency is in compliance with all applicable requirements of 34 CFR Secs. 300.200 through 300.230 and these or other department rules and standards;</li> <li>(3) include an agreement that the public agency upon request will provide any further information the department requires to determine the public agency’s initial or continued compliance with all applicable requirements;</li> <li>(4) include assurances satisfactory to the department that the public agency does and will continue to operate its programs in compliance with all applicable federal and state programmatic, fiscal and procedural requirements including the development of joint powers agreements, memoranda of understanding or other interagency agreements to address shared or successive responsibilities to meet the educational needs of a particular child during a single fiscal year; and</li> <li>(5) pursuant to Subsection C of Section 22-8-11, NMSA 1978, the department shall not approve and certify an operating budget of any school district or state-chartered charter school that fails to demonstrate that parental involvement in the process was solicited.</li> </ol>	<p>Each year, CIMARRON MUNICIPAL SCHOOLS submits a local application for assistance under Part B of the IDEA. As part of the application, CIMARRON MUNICIPAL SCHOOLS’s Board of Education provides assurance to the NMPED Special Education Bureau that the applicable Federal, State and local laws and regulations will be met as described in the Local Application for IDEA Part B Funding.</p> <p>As part of the assurance process, CIMARRON MUNICIPAL SCHOOLS provides NMPED with documentation that it has in effect Special Education Policies and Procedures consistent with State’s policies and procedures. CIMARRON MUNICIPAL SCHOOLS further submits or otherwise makes available, as requested, its Policies and Procedures including updates if any, on a timetable established by the NMPED.</p> <p>This Handbook of Procedures constitutes the CIMARRON MUNICIPAL SCHOOLS’s Procedures.</p>
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<p><a href="#">§ 300.201 Consistency with State policies.</a></p>		
<p>The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures established under §§ 300.101 through 300.163, and §§ 300.165 through 300.174.</p> <p>(Authority: 20 U.S.C. 1413(a)(1))</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>A. Compliance with applicable laws and rules. Each New Mexico public agency, within the scope of its authority, shall develop and implement appropriate policies, procedures, programs and services to ensure that all children with disabilities who reside within the public agency’s educational jurisdiction, including children who are enrolled in private schools or facilities such as residential treatment centers, day treatment centers, hospitals, mental health institutions, or are schooled at home, are identified and evaluated and have access to a free appropriate public education (FAPE) in compliance with all applicable requirements of state and federal laws and rules. This obligation applies to all New Mexico public agencies that are responsible under laws, rules, rules [sic] or written agreements for providing educational services for children with disabilities, regardless of whether that public agency receives funds under IDEA and regardless of whether it provides special education and related services directly, by contract, by referrals to private schools or facilities including residential treatment centers, day treatment centers, hospitals, mental health institutions or through other arrangements.</p> <p><b>NMSA 1978, § 22-5-4.12 Use of restraint and seclusion; techniques; requirements</b></p> <p>...</p> <p>C. Schools shall establish policies and procedures for the use of restraint or seclusion techniques in a school safety plan; provided that:</p> <p>(1) the school safety plan shall not be specific to any individual student; and</p>	<p>CIMARRON MUNICIPAL SCHOOLS’s Board Policy along with this Handbook of Procedures constitute the Policies and Procedures of CIMARRON MUNICIPAL SCHOOLS which are designed to be consistent with the State’s policies and procedures established under §§ 300.101 through 300.163, and §§ 300.165 through 300.174.</p> <p>CIMARRON MUNICIPAL SCHOOLS’s Special Education Handbook of Procedures is not for the purpose of creating a requirement that is not otherwise imposed by the IDEA (and its implementing federal regulations, state statutes and rules) and shall not be construed to create a higher standard. This Handbook of Procedures developed at the Superintendent’s direction shall be posted on the CIMARRON MUNICIPAL SCHOOLS’s website. CIMARRON MUNICIPAL SCHOOLS Special Education Handbook of Procedures should be interpreted consistent with the IDEA.</p> <p>CIMARRON MUNICIPAL SCHOOLS’s Special Education Handbook of Procedures is reviewed and updated, as needed, on at least an annual basis. CIMARRON MUNICIPAL SCHOOLS will make timely changes to policies and procedures in response to IDEA amendments, regulatory or rule changes, changes to State policy, or new legal interpretation as are necessary to bring CIMARRON MUNICIPAL SCHOOLS into compliance with the requirements of the IDEA.</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the Board’s Policy and School Safety Plan (applicable to all students including students with disabilities)</p>

	<p>(2) any school safety plan shall be drafted by a planning team that includes at least one special education expert.</p> <p>...</p> <p>F. Policies regarding restraint and seclusion shall consider school district support and strategies for school employees to successfully reintegrate a student who has been restrained or secluded back into the school or classroom environment.</p>	implementing NMSA 1978, § 22-5-4.12 (2017) [H.B. 75].
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<p><a href="#">§ 300.202 Use of amounts.</a></p> <p>(a) <i>General.</i> Amounts provided to the LEA under Part B of the Act—</p> <p>(1) Must be expended in accordance with the applicable provisions of this part;</p> <p>(2) Must be used only to pay the excess costs of providing special education and related services to children with disabilities, consistent with paragraph (b) of this section; and</p> <p>(3) Must be used to supplement State, local, and other Federal funds and not to supplant those funds.</p> <p>(b) <i>Excess cost requirement—</i></p> <p>(1) <i>General.</i></p> <p>(i) The excess cost requirement prevents an LEA from using funds provided under Part B of the Act to pay for all of the costs directly attributable to the education of a child with a disability, subject to paragraph (b)(1)(ii) of this section.</p> <p>(ii) The excess cost requirement does not</p>		<p>Amounts provided to CIMARRON MUNICIPAL SCHOOLS under Part B of the IDEA:</p> <ul style="list-style-type: none"> <li>■ Will be expended in accordance with the applicable provisions of Part B of the IDEA;</li> <li>■ Will be used only to pay the excess costs of providing special education and related services to children with disabilities, consistent with 34 C.F.R. § 300.202(b); and</li> <li>■ Will be used to supplement State, local, and other Federal funds and not to supplant those Funds.</li> </ul>
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<p>prevent an LEA from using Part B funds to pay for all of the costs directly attributable to the education of a child with a disability in any of the ages 3, 4, 5, 18, 19, 20, or 21, if no local or State funds are available for nondisabled children of these ages. However, the LEA must comply with the nonsupplanting and other requirements of this part in providing the education and services for these children.</p> <p>(2)</p> <p>(i) An LEA meets the excess cost requirement if it has spent at least a minimum average amount for the education of its children with disabilities before funds under Part B of the Act are used.</p> <p>(ii) The amount described in paragraph (b)(2)(i) of this section is determined in accordance with the definition of <i>excess costs</i> in § 300.16. That amount may not include capital outlay or debt service.</p> <p>(3) If two or more LEAs jointly establish eligibility in accordance with § 300.223, the minimum average amount is the average of the combined minimum average amounts determined in accordance with the definition of excess costs in § 300.16 in those agencies for elementary or secondary school students, as the case may be.</p> <p>(Authority: 20 U.S.C. 1413(a)(2)(A))</p>		
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<p><a href="#">§ 300.203 Maintenance of effort.</a></p>		
<p>(a) <i>General.</i> Except as provided in §§ 300.204 and 300.205, funds provided to an LEA under Part B of</p>		<p>Except as provided in 34 C.F.R. §§ 300.204 and 300.205, funds provided to CIMARRON MUNICIPAL</p>

<p>the Act must not be used to reduce the level of expenditures for the education of children with disabilities made by the LEA from local funds below the level of those expenditures for the preceding fiscal year.</p> <p>(b) <i>Standard.</i></p> <p>(1) Except as provided in paragraph (b)(2) of this section, the SEA must determine that an LEA complies with paragraph (a) of this section for purposes of establishing the LEA's eligibility for an award for a fiscal year if the LEA budgets, for the education of children with disabilities, at least the same total or per capita amount from either of the following sources as the LEA spent for that purpose from the same source for the most recent prior year for which information is available:</p> <p>(i) Local funds only.</p> <p>(ii) The combination of State and local funds.</p> <p>(2) An LEA that relies on paragraph (b)(1)(i) of this section for any fiscal year must ensure that the amount of local funds it budgets for the education of children with disabilities in that year is at least the same, either in total or per capita, as the amount it spent for that purpose in the most recent fiscal year for which information is available and the standard in paragraph (b)(1)(i) of this section was used to establish its compliance with this section.</p> <p>(3) The SEA may not consider any expenditures made from funds provided by the Federal Government for which the SEA is required to account to the Federal Government or for which the LEA is required to account to the Federal Government directly or through the SEA in determining an LEA's compliance with the requirement in paragraph (a) of this</p>		<p>SCHOOLS under Part B of the IDEA will not be used to reduce the level of expenditures for the education of children with disabilities made by CIMARRON MUNICIPAL SCHOOLS from local funds below the level of those expenditures for the preceding fiscal year.</p>
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<p>section.  (Authority: 20 U.S.C. 1413(a)(2)(A))</p>		
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<p><a href="#">§ 300.204 Exception to maintenance of effort.</a></p> <p>Notwithstanding the restriction in § 300.203(a), an LEA may reduce the level of expenditures by the LEA under Part B of the Act below the level of those expenditures for the preceding fiscal year if the reduction is attributable to any of the following:</p> <ul style="list-style-type: none"> <li>(a) The voluntary departure, by retirement or otherwise, or departure for just cause, of special education or related services personnel.</li> <li>(b) A decrease in the enrollment of children with disabilities.</li> <li>(c) The termination of the obligation of the agency, consistent with this part, to provide a program of special education to a particular child with a disability that is an exceptionally costly program, as determined by the SEA, because the child—             <ul style="list-style-type: none"> <li>(1) Has left the jurisdiction of the agency;</li> <li>(2) Has reached the age at which the obligation of the agency to provide FAPE to the child has terminated; or</li> <li>(3) No longer needs the program of special education.</li> </ul> </li> <li>(d) The termination of costly expenditures for long-term purchases, such as the acquisition of equipment or the construction of school facilities.</li> <li>(e) The assumption of cost by the high cost fund operated by the SEA under §300.704(c)</li> </ul>		
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(Authority: 20 U.S.C. 1413(a)(2)(B))		
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<a href="#">§ 300.205 Adjustment to local fiscal efforts in certain fiscal years.</a>		
<p>(a) <i>Amounts in excess.</i> Notwithstanding § 300.202(a)(2) and (b) and § 300.203(a), and except as provided in paragraph (d) of this section and § 300.230(e)(2), for any fiscal year for which the allocation received by an LEA under § 300.705 exceeds the amount the LEA received for the previous fiscal year, the LEA may reduce the level of expenditures otherwise required by § 300.203(a) by not more than 50 percent of the amount of that excess.</p> <p>(b) <i>Use of amounts to carry out activities under ESEA.</i> If an LEA exercises the authority under paragraph (a) of this section, the LEA must use an amount of local funds equal to the reduction in expenditures under paragraph (a) of this section to carry out activities that could be supported with funds under the ESEA regardless of whether the LEA is using funds under the ESEA for those activities.</p> <p>(c) <i>State prohibition.</i> Notwithstanding paragraph (a) of this section, if an SEA determines that an LEA is unable to establish and maintain programs of FAPE that meet the requirements of section 613(a) of the Act and this part or the SEA has taken action against the LEA under section 616 of the Act and subpart F of these regulations, the SEA must prohibit the LEA from reducing the level of expenditures under paragraph (a) of this section for that fiscal year.</p> <p>(d) <i>Special rule.</i> The amount of funds expended by an LEA for early intervening services under § 300.226 shall count toward the maximum amount of expenditures that the LEA may reduce under</p>		

<p>paragraph (a) of this section.  (Authority: 20 U.S.C. 1413(a)(2)(C))</p>		
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<p><a href="#">§ 300.206 Schoolwide programs under title I of the ESEA.</a></p> <p>(a) <i>General.</i> Notwithstanding the provisions of §§ 300.202 and 300.203 or any other provision of Part B of the Act, an LEA may use funds received under Part B of the Act for any fiscal year to carry out a schoolwide program under section 1114 of the ESEA, except that the amount used in any schoolwide program may not exceed—</p> <p>(1)</p> <p style="padding-left: 40px;">(i) The amount received by the LEA under Part B of the Act for that fiscal year; divided by</p> <p style="padding-left: 40px;">(ii) The number of children with disabilities in the jurisdiction of the LEA; and multiplied by</p> <p>(2) The number of children with disabilities participating in the schoolwide program.</p> <p>(b) <i>Funding conditions.</i> The funds described in paragraph (a) of this section are subject to the following conditions:</p> <p>(1) The funds must be considered as Federal Part B funds for purposes of the calculations required by §300.202(a)(2) and (a)(3).</p> <p>(2) The funds may be used without regard to the requirements of §300.202(a)(1).</p> <p>(c) <i>Meeting other Part B requirements.</i> Except as provided in paragraph (b) of this section, all other requirements of Part B of the Act must be met by an</p>		<p>To the extent CIMARRON MUNICIPAL SCHOOLS uses IDEA Part B funds to carry out a school-wide program under section 1114 of the Elementary and Secondary Education Act, CIMARRON MUNICIPAL SCHOOLS will use those funds consistent with 34 C.F.R. § 300.206, and CIMARRON MUNICIPAL SCHOOLS will meet all other requirements of the IDEA Part B, including ensuring that children with disabilities in school-wide program schools:</p> <ul style="list-style-type: none"> <li>■ Receive services in accordance with a properly developed IEP; and</li> <li>■ Are afforded all of the rights and services guaranteed to children with disabilities under the IDEA-B.</li> </ul>
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<p>LEA using Part B funds in accordance with paragraph (a) of this section, including ensuring that children with disabilities in schoolwide program schools—</p> <ul style="list-style-type: none"> <li>(1) Receive services in accordance with a properly developed IEP; and</li> <li>(2) Are afforded all of the rights and services guaranteed to children with disabilities under the Act.</li> </ul> <p>(Authority: 20 U.S.C. 1413(a)(2)(D))</p>		
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<p><a href="#">§ 300.207 Personnel development.</a></p> <p>The LEA must ensure that all personnel necessary to carry out Part B of the Act are appropriately and adequately prepared, subject to the requirements of § 300.156 (related to personnel qualifications) and section 2102(b) of the ESEA.</p> <p>(Authority: 20 U.S.C. 1413(a)(3))</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>B. Public Agency Funding and Staffing</p> <ul style="list-style-type: none"> <li>(9) Staff training and qualifications.             <ul style="list-style-type: none"> <li>(a) Each public agency is responsible for ensuring that personnel serving children with disabilities are qualified under state licensure requirements and are adequately prepared for their assigned responsibilities, pursuant to 34 CFR Sec. 300.156. Paraprofessionals and assistants who are appropriately trained and supervised in accordance with applicable department licensure rules or written department policy may be used to assist in the provision of special education and related services to children with disabilities under Part B of the IDEA.</li> <li>(b) Each public agency and charter school shall train their school administrators and teachers who teach reading to implement appropriate research-based reading interventions prior to referring the student for a special education evaluation and shall train their special education teachers to</li> </ul> </li> </ul>	<p>CIMARRON MUNICIPAL SCHOOLS will ensure that all personnel necessary to carry out the IDEA are appropriately and adequately prepared, subject to the requirements of 34 C.F.R. §300.156 (related to personnel qualifications) and section 2102(b) of the ESEA.</p>
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	<p>provide appropriate specialized reading instruction for students with dyslexia who have been identified as eligible for special education services.</p>	
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<p><a href="#">§ 300.208 Permissive use of funds.</a></p> <p>(a) <i>Uses.</i> Notwithstanding §§ 300.202, 300.203(a), and 300.162(b), funds provided to an LEA under Part B of the Act may be used for the following activities:</p> <p>(1) <i>Services and aids that also benefit nondisabled children.</i> For the costs of special education and related services, and supplementary aids and services, provided in a regular class or other education-related setting to a child with a disability in accordance with the IEP of the child, even if one or more nondisabled children benefit from these services.</p> <p>(2) <i>Early intervening services.</i> To develop and implement coordinated, early intervening educational services in accordance with § 300.226.</p> <p>(3) <i>High cost special education and related services.</i> To establish and implement cost or risk sharing funds, consortia, or cooperatives for the LEA itself, or for LEAs working in a consortium of which the LEA is a part, to pay for high cost special education and related services.</p> <p>(b) <i>Administrative case management.</i> An LEA may use funds received under Part B of the Act to purchase appropriate technology for recordkeeping, data collection, and related case management activities of teachers and related services personnel providing services described in the IEP of children with disabilities, that is needed for the implementation of</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>D. Early intervening services set aside funds. Fifteen percent set aside.</p> <p>(1) Pursuant to 34 CFR Secs. 300.208(a)(2) and 300.266, LEAs may use up to fifteen percent of the amount the LEA receives under Part B of IDEA to implement early intervening services for children with or without disabilities in kindergarten through grade 12 with particular emphasis on children in kindergarten through grade three.</p> <p>(2) Prior to the implementation or use of these set aside funds, the LEA shall have on record with the department an approved plan for use of these funds as described by 34 CFR Sec. 300.226(b) and how such activities will be coordinated with regional education cooperatives as described in 34 CFR Sec. 300.226(e), if applicable.</p> <p>(3) The LEA plan for use of set aside funds shall be submitted as an addendum to its annual application for Part B funding. If the LEA determines to implement a set aside plan after the initial application, a request for implementation of a set aside plan shall be submitted for approval 60 days before the implementation of the plan.</p> <p>(4) Each LEA that develops and maintains coordinated, early intervening services shall report annually to the department as provided in 34 CFR Sec. 300.226(d).</p>	<p>To the extent CIMARRON MUNICIPAL SCHOOLS uses IDEA Part B funds to carry out any of the permissive uses described in 34 C.F.R. § 300.208, such funds will be used consistent with 34 C.F.R. § 300.208.</p>
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<p>those case management activities.  (Authority: 20 U.S.C. 1413(a)(4))</p>		
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<p><a href="#">§ 300.209 Treatment of charter schools and their students.</a></p>		
<p>(a) <i>Rights of children with disabilities.</i> Children with disabilities who attend public charter schools and their parents retain all rights under this part.</p> <p>(b) <i>Charter schools that are public schools of the LEA.</i></p> <p>(1) In carrying out Part B of the Act and these regulations with respect to charter schools that are public schools of the LEA, the LEA must—</p> <p>(i) Serve children with disabilities attending those charter schools in the same manner as the LEA serves children with disabilities in its other schools, including providing supplementary and related services on site at the charter school to the same extent to which the LEA has a policy or practice of providing such services on the site to its other public schools; and</p> <p>(ii) Provide funds under Part B of the Act to those charter schools—</p> <p>(A) On the same basis as the LEA provides funds to the LEA’s other public schools, including proportional distribution based on relative enrollment of children with disabilities; and</p> <p>(B) At the same time as the LEA</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>I. Children in charter schools.</p> <p>(1) Pursuant to 34 CFR Sec. 300.209, children with disabilities who attend public charter schools and their parents retain all rights under Part B of IDEA.</p> <p>(2) Charter schools that are public schools of the LEA:</p> <p>(a) the LEA shall serve children with disabilities attending those charter schools in the same manner as the LEA serves children with disabilities in its other schools, including providing supplementary and related services on site at the charter school to the same extent to which the LEA has a policy or practice of providing such services on the site to its other public schools; and</p> <p>(b) the LEA shall provide funds under Part B of IDEA to those charter schools on the same basis as the LEA provides funds to the LEA’s other public schools, including proportional distribution based on relative enrollment of children with disabilities, and at the same time as the LEA distributes other federal funds to the LEA’s other public schools, consistent with the state’s charter school law; and</p>	<p>CIMARRON MUNICIPAL SCHOOLS acknowledges the <a href="#">U.S. Department of Education’s Frequently Asked Questions about the Rights of Students with Disabilities in Public Charter Schools under the Individuals with Disabilities Education Act (2016)</a>, as additional guidance. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>

<p>distributes other Federal funds to the LEA's other public schools, consistent with the State's charter school law.</p> <p>(2) If the public charter school is a school of an LEA that receives funding under § 300.705 and includes other public schools—</p> <p>(i) The LEA is responsible for ensuring that the requirements of this part are met, unless State law assigns that responsibility to some other entity; and</p> <p>(ii) The LEA must meet the requirements of paragraph (b)(1) of this section.</p> <p>(c) <i>Public charter schools that are LEAs.</i> If the public charter school is an LEA, consistent with § 300.28, that receives funding under § 300.705, that charter school is responsible for ensuring that the requirements of this part are met, unless State law assigns that responsibility to some other entity.</p> <p>(d) <i>Public charter schools that are not an LEA or a school that is part of an LEA.</i></p> <p>(1) If the public charter school is not an LEA receiving funding under § 300.705, or a school that is part of an LEA receiving funding under § 300.705, the SEA is responsible for ensuring that the requirements of this part are met.</p> <p>(2) Paragraph (d)(1) of this section does not preclude a State from assigning initial responsibility for ensuring the requirements of this part are met to another entity. However, the SEA must maintain the ultimate responsibility for ensuring compliance with this part, consistent with § 300.149.</p> <p>(Authority: 20 U.S.C. 1413(a)(5))</p>	<p>(c) if the public charter school is a school of an LEA that receives funding under 34 CFR Sec. 300.705 and includes other public schools:</p> <p>(i) the LEA is responsible for ensuring that the requirements of this part are met, unless state law assigns that responsibility to some other entity; and</p> <p>(ii) the LEA shall meet the requirements of Paragraph (2) of this subsection.</p> <p>(3) Public charter schools that are LEAs. If the public charter school is an LEA, consistent with 34 CFR Sec. 300.28, that receives funding under 34 CFR Sec. 300.705, that charter school is responsible for ensuring that the requirements of this part are met, unless state law assigns that responsibility to some other entity. Charter schools who are LEAs authorized under the public education commission shall satisfy child find requirements for children enrolled in the charter school.</p> <p>(4) Public charter schools that are not an LEA or a school that is part of an LEA.</p> <p>(a) If the public charter school is not an LEA receiving funding under 34 CFR Sec. 300.705, or a school that is part of an LEA receiving funding under 34 CFR Sec. 300.705, the department is responsible for ensuring that the requirements of this part are met.</p> <p>(b) Subparagraph (a) of this paragraph does not preclude the governor from assigning initial responsibility for ensuring the requirements of this part are met to another entity, however, the department shall maintain the ultimate responsibility for ensuring compliance with this part, consistent with 34 CFR Sec. 300.149.</p>	
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<p><a href="#">§ 300.210 Purchase of instructional materials.</a></p>		
<p>(a) <i>General.</i> Not later than December 3, 2006, an LEA that chooses to coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, must acquire those instructional materials in the same manner, and subject to the same conditions as an SEA under § 300.172.</p> <p>(b) <i>Rights of LEA.</i></p> <p>(1) Nothing in this section shall be construed to require an LEA to coordinate with the NIMAC.</p> <p>(2) If an LEA chooses not to coordinate with the NIMAC, the LEA must provide an assurance to the SEA that the LEA will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.</p> <p>(3) Nothing in this section relieves an LEA of its responsibility to ensure that children with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities in § 300.172(e)(1)(i) or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.</p> <p>(Authority: 20 U.S.C. 1413(a)(6))</p>		<p>Nothing in 34 C.F.R. § 300.210 shall be construed to require an LEA to coordinate with the National Instructional Materials Access Center (NIMAC). CIMARRON MUNICIPAL SCHOOLS has chosen not to coordinate with the NIMAC but assures that it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner.</p> <p>The CIMARRON MUNICIPAL SCHOOLS will ensure that children with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities in 34 C.F.R. §300.172(e)(1)(i) or who need materials that cannot be produced from NIMAS files, receive those instructional materials in a timely manner.</p>

<a href="#">§ 300.211 Information for SEA.</a>		
<p>The LEA must provide the SEA with information necessary to enable the SEA to carry out its duties under Part B of the Act, including, with respect to §§ 300.157 and 300.160, information relating to the performance of children with disabilities participating in programs carried out under Part B of the Act.</p> <p>(Authority: 20 U.S.C. 1413(a)(7))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will provide the NMPED with information needed by NMPED to enable the NMPED to carry out its duties under the IDEA, including, with respect to 34 C.F.R. § 300.157 and 300.160, information relating to the performance of children with disabilities participating in programs carried out under the IDEA Part B.</p>
<a href="#">§ 300.212 Public information.</a>		
<p>The LEA must make available to parents of children with disabilities and to the general public all documents relating to the eligibility of the agency under Part B of the Act.</p> <p>(Authority: 20 U.S.C. 1413(a)(8))</p>		<p>CIMARRON MUNICIPAL SCHOOLS makes available to parents of children with disabilities and to the general public all documents relating to the eligibility of the CIMARRON MUNICIPAL SCHOOLS under the IDEA.</p>
<a href="#">§ 300.213 Records regarding migratory children with disabilities.</a>		
<p>The LEA must cooperate in the Secretary's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding those children.</p> <p>(Authority: 20 U.S.C. 1413(a)(9))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will cooperate with the Secretary of the U.S. Department of Education's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding those children.</p>



<p><a href="#">§§ 300.214–300.219 [Reserved]</a></p>		
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<p><a href="#">§ 300.220 Exception for prior local plans.</a></p> <p>(a) <i>General.</i> If an LEA or a State agency described in § 300.228 has on file with the SEA policies and procedures that demonstrate that the LEA or State agency meets any requirement of § 300.200, including any policies and procedures filed under Part B of the Act as in effect before December 3, 2004, the SEA must consider the LEA or State agency to have met that requirement for purposes of receiving assistance under Part B of the Act.</p> <p>(b) <i>Modification made by an LEA or State agency.</i> Subject to paragraph (c) of this section, policies and procedures submitted by an LEA or a State agency in accordance with this subpart remain in effect until the LEA or State agency submits to the SEA the modifications that the LEA or State agency determines are necessary.</p> <p>(c) <i>Modifications required by the SEA.</i> The SEA may require an LEA or a State agency to modify its policies and procedures, but only to the extent necessary to ensure the LEA’s or State agency’s compliance with Part B of the Act or State law, if—</p> <ol style="list-style-type: none"> <li>(1) After December 3, 2004, the effective date of the Individuals with Disabilities Education Improvement Act of 2004, the applicable provisions of the Act (or the regulations developed to carry out the Act) are amended;</li> <li>(2) There is a new interpretation of an applicable provision of the Act by Federal or State courts; or</li> <li>(3) There is an official finding of noncompliance</li> </ol>		
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<p>with Federal or State law or regulations.  (Authority: 20 U.S.C. 1413(b))</p>		
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<p><a href="#">§ 300.221 Notification of LEA or State agency in case of ineligibility.</a></p>		
<p>If the SEA determines that an LEA or State agency is not eligible under Part B of the Act, then the SEA must—</p> <ul style="list-style-type: none"> <li>(a) Notify the LEA or State agency of that determination; and</li> <li>(b) Provide the LEA or State agency with reasonable notice and an opportunity for a hearing.</li> </ul> <p>(Authority: 20 U.S.C. 1413(c))</p>		

<p><a href="#">§ 300.222 LEA and State agency compliance.</a></p>		
<ul style="list-style-type: none"> <li>(a) <i>General.</i> If the SEA, after reasonable notice and an opportunity for a hearing, finds that an LEA or State agency that has been determined to be eligible under this subpart is failing to comply with any requirement described in §§300.201 through 300.213, the SEA must reduce or must not provide any further payments to the LEA or State agency until the SEA is satisfied that the LEA or State agency is complying with that requirement.</li> <li>(b) <i>Notice requirement.</i> Any State agency or LEA in receipt of a notice described in paragraph (a) of this section must, by means of public notice, take the measures necessary to bring the pendency of an action pursuant to this section to the attention of the public within the jurisdiction of the agency.</li> </ul>		

<p>(c) <i>Consideration.</i> In carrying out its responsibilities under this section, each SEA must consider any decision resulting from a hearing held under §§ 300.511 through 300.533 that is adverse to the LEA or State agency involved in the decision.</p> <p>(Authority: 20 U.S.C. 1413(d))</p>		
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<p><a href="#"><u>§ 300.223 Joint establishment of eligibility.</u></a></p> <p>(a) <i>General.</i> An SEA may require an LEA to establish its eligibility jointly with another LEA if the SEA determines that the LEA will be ineligible under this subpart because the agency will not be able to establish and maintain programs of sufficient size and scope to effectively meet the needs of children with disabilities.</p> <p>(b) <i>Charter school exception.</i> An SEA may not require a charter school that is an LEA to jointly establish its eligibility under paragraph (a) of this section unless the charter school is explicitly permitted to do so under the State’s charter school statute.</p> <p>(c) <i>Amount of payments.</i> If an SEA requires the joint establishment of eligibility under paragraph (a) of this section, the total amount of funds made available to the affected LEAs must be equal to the sum of the payments that each LEA would have received under § 300.705 if the agencies were eligible for those payments.</p> <p>(Authority: 20 U.S.C. 1413(e)(1) and (2))</p>		
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<p><a href="#">§ 300.224 Requirements for establishing eligibility.</a></p>		
<p>(a) <i>Requirements for LEAs in general.</i> LEAs that establish joint eligibility under this section must—</p> <ol style="list-style-type: none"> <li>(1) Adopt policies and procedures that are consistent with the State’s policies and procedures under §§ 300.101 through 300.163, and §§ 300.165 through 300.174; and</li> <li>(2) Be jointly responsible for implementing programs that receive assistance under Part B of the Act.</li> </ol> <p>(b) <i>Requirements for educational service agencies in general.</i> If an educational service agency is required by State law to carry out programs under Part B of the Act, the joint responsibilities given to LEAs under Part B of the Act—</p> <ol style="list-style-type: none"> <li>(1) Do not apply to the administration and disbursement of any payments received by that educational service agency; and</li> <li>(2) Must be carried out only by that educational service agency.</li> </ol> <p>(c) <i>Additional requirement.</i> Notwithstanding any other provision of §§ 300.223 through 300.224, an educational service agency must provide for the education of children with disabilities in the least restrictive environment, as required by § 300.112.</p> <p>(Authority: 20 U.S.C. 1413(e)(3) and (4))</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>F. Annual determinations. Each local educational agency and other public agencies when applicable shall be assigned an annual determination. The determinations shall be consistent with those provided in 34 CFR Sec. 300.603(b) based on the local educational agency’s performance on the targets established in the department’s state performance plan.</p> <ol style="list-style-type: none"> <li>(1) For determinations of needs intervention and needs substantial intervention, the local educational agency may request an opportunity for an informal hearing. The request for hearing shall be made in writing to the secretary of public education within 30 days of the date of the determination.</li> <li>(2) The hearing will afford the local educational agency the opportunity to demonstrate why the department should not make the determination of needs intervention or needs substantial intervention. The hearing shall be conducted by the secretary or the secretary’s designee. Formal rules of evidence shall not apply to the hearing.</li> </ol> <p>G. Notification of public agency in case of ineligibility. Pursuant to 34 CFR Sec. 300.221, if the department determines that a public agency is not eligible under Part B of IDEA, the department shall notify the affected public agency of that determination and provide the public agency with reasonable notice and an opportunity for a hearing under 34 CFR Sec. 76.401(d).</p> <p>H. Withholding of funds for noncompliance. Pursuant to 34 CFR Sec. 300.222, if the department, after reasonable notice and an opportunity for a hearing under 34 CFR Sec. 76.401(d), finds that a public</p>	

	<p>agency that has previously been determined to be eligible is failing to comply with any requirement described in 34 CFR Secs. 300.201 through 300.213 and 300.608, the department shall reduce or may not provide any further Part B payments to the public agency until the department is satisfied that the public agency is in compliance with that requirement.</p>	
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<p><a href="#">§ 300.225 [Reserved]</a></p>		
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<p><a href="#">§ 300.226 Early intervening services.</a></p> <p>(a) General. An LEA may not use more than 15 percent of the amount the LEA receives under Part B of the Act for any fiscal year, less any amount reduced by the LEA pursuant to § 300.205, if any, in combination with other amounts (which may include amounts other than education funds), to develop and implement coordinated, early intervening services, which may include interagency financing structures, for students in kindergarten through grade 12 (with a particular emphasis on students in kindergarten through grade three) who are not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment. (See Appendix D for examples of how § 300.205(d), regarding local maintenance of effort, and § 300.226(a) affect one another.)</p> <p>(b) Activities. In implementing coordinated, early intervening services under this section, an LEA may carry out activities that include—</p> <p>(1) Professional development (which may be</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>D. Early intervening services set aside funds. Fifteen percent set aside.</p> <p>(1) Pursuant to 34 CFR Secs. 300.208(a)(2) and 300.266, LEAs may use up to fifteen percent of the amount the LEA receives under Part B of IDEA to implement early intervening services for children with or without disabilities in kindergarten through grade 12 with particular emphasis on children in kindergarten through grade three.</p> <p>(2) Prior to the implementation or use of these set aside funds, the LEA shall have on record with the department an approved plan for use of these funds as described by 34 CFR Sec. 300.226(b) and how such activities will be coordinated with regional education cooperatives as described in 34 CFR Sec. 300.226(e), if applicable.</p> <p>(3) The LEA plan for use of set aside funds shall be submitted as an addendum to its annual application</p>	<p>IDEA gives local educational agencies flexibility to develop and implement coordinated, early intervening services for children who are not currently receiving special education services, but who require additional academic and behavioral support to succeed in a regular education environment. (See 71 Fed. Reg. 46628 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that prior NMPED Special Education Bureau approval is required to use set aside funds for early intervening services. If CIMARRON MUNICIPAL SCHOOLS develops and maintains coordinated, early intervening services, it will timely submit to the NMPED Special Education Bureau a final progress report.</p> <p>CIMARRON MUNICIPAL SCHOOLS does not believe it is appropriate or necessary to specify how long a child can receive early intervening services before an initial evaluation is conducted. If a child receiving early intervening services is suspected of having a disability and a need for special education, CIMARRON MUNICIPAL SCHOOLS will conduct a full and individual evaluation to determine if the child is a child</p>
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<p>provided by entities other than LEAs) for teachers and other school staff to enable such personnel to deliver scientifically based academic and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and</p> <p>(2) Providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.</p> <p>(c) Construction. Nothing in this section shall be construed to either limit or create a right to FAPE under Part B of the Act or to delay appropriate evaluation of a child suspected of having a disability.</p> <p>(d) Reporting. Each LEA that develops and maintains coordinated, early intervening services under this section must annually report to the SEA on—</p> <p>(1) The number of children served under this section who received early intervening services; and</p> <p>(2) The number of children served under this section who received early intervening services and subsequently receive special education and related services under Part B of the Act during the preceding two year period.</p> <p>(e) <i>Coordination with ESEA.</i> Funds made available to carry out this section may be used to carry out coordinated, early intervening services aligned with activities funded by, and carried out under the ESEA if those funds are used to supplement, and not supplant, funds made available under the ESEA for the activities and services assisted under this section.</p> <p>(Authority: 20 U.S.C. 1413(f))</p>	<p>for Part B funding. If the LEA determines to implement a set aside plan after the initial application, a request for implementation of a set aside plan shall be submitted for approval 60 days before the implementation of the plan.</p> <p>(4) Each LEA that develops and maintains coordinated, early intervening services shall report annually to the department as provided in 34 CFR Sec. 300.226(d).</p>	<p>with a disability and needs special education and related services. (See 71 Fed. Reg. 46626 (August 14, 2006))</p>
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<p><a href="#">§ 300.227 Direct services by the SEA.</a></p>		
<p>(a) <i>General.</i></p> <p>(1) An SEA must use the payments that would otherwise have been available to an LEA or to a State agency to provide special education and related services directly to children with disabilities residing in the area served by that LEA, or for whom that State agency is responsible, if the SEA determines that the LEA or State agency—</p> <ul style="list-style-type: none"> <li>(i) Has not provided the information needed to establish the eligibility of the LEA or State agency, or elected not to apply for its Part B allotment, under Part B of the Act;</li> <li>(ii) Is unable to establish and maintain programs of FAPE that meet the requirements of this part;</li> <li>(iii) Is unable or unwilling to be consolidated with one or more LEAs in order to establish and maintain the programs; or</li> <li>(iv) Has one or more children with disabilities who can best be served by a regional or State program or service delivery system designed to meet the needs of these children.</li> </ul> <p>(2) <i>SEA administrative procedures.</i></p> <ul style="list-style-type: none"> <li>(i) In meeting the requirements in paragraph (a)(1) of this section, the SEA may provide special education and related services directly, by contract, or through</li> </ul>		

<p>other arrangements.</p> <p>(ii) The excess cost requirements of §300.202(b) do not apply to the SEA.</p> <p>(b) <i>Manner and location of education and services.</i> The SEA may provide special education and related services under paragraph (a) of this section in the manner and at the locations (including regional or State centers) as the SEA considers appropriate. The education and services must be provided in accordance with this part.</p> <p>(Authority: 20 U.S.C. 1413(g))</p>		
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<p><a href="#">§ 300.228 State agency eligibility.</a></p> <p>Any State agency that desires to receive a subgrant for any fiscal year under § 300.705 must demonstrate to the satisfaction of the SEA that—</p> <p>(a) All children with disabilities who are participating in programs and projects funded under Part B of the Act receive FAPE, and that those children and their parents are provided all the rights and procedural safeguards described in this part; and</p> <p>(b) The agency meets the other conditions of this subpart that apply to LEAs.</p> <p>(Authority: 20 U.S.C. 1413(h))</p>		
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<p><a href="#">§ 300.229 Disciplinary information.</a></p> <p>(a) The State may require that a public agency include in the records of a child with a disability a statement</p>		
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<p>of any current or previous disciplinary action that has been taken against the child and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of nondisabled children.</p> <p>(b) The statement may include a description of any behavior engaged in by the child that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the child and other individuals involved with the child.</p> <p>(c) If the State adopts such a policy, and the child transfers from one school to another, the transmission of any of the child’s records must include both the child’s current IEP and any statement of current or previous disciplinary action that has been taken against the child.</p> <p>(Authority: 20 U.S.C. 1413(i))</p>		
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<p><a href="#">§ 300.230 SEA flexibility.</a></p> <p>(a) <i>Adjustment to State fiscal effort in certain fiscal years.</i> For any fiscal year for which the allotment received by a State under § 300.703 exceeds the amount the State received for the previous fiscal year and if the State in school year 2003– 2004 or any subsequent school year pays or reimburses all LEAs within the State from State revenue 100 percent of the non-Federal share of the costs of special education and related services, the SEA, notwithstanding §§ 300.162 through 300.163 (related to State-level nonsupplanting and maintenance of effort), and § 300.175 (related to direct services by the SEA) may reduce the level of expenditures from State sources for the education of children with disabilities by not more than 50 percent of the amount of such excess.</p>		
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<p>(b) <i>Prohibition.</i> Notwithstanding paragraph (a) of this section, if the Secretary determines that an SEA is unable to establish, maintain, or oversee programs of FAPE that meet the requirements of this part, or that the State needs assistance, intervention, or substantial intervention under § 300.603, the Secretary prohibits the SEA from exercising the authority in paragraph (a) of this section.</p> <p>(c) <i>Education activities.</i> If an SEA exercises the authority under paragraph (a) of this section, the agency must use funds from State sources, in an amount equal to the amount of the reduction under paragraph (a) of this section, to support activities authorized under the ESEA, or to support need-based student or teacher higher education programs.</p> <p>(d) <i>Report.</i> For each fiscal year for which an SEA exercises the authority under paragraph (a) of this section, the SEA must report to the Secretary—</p> <ol style="list-style-type: none"> <li>(1) The amount of expenditures reduced pursuant to that paragraph; and</li> <li>(2) The activities that were funded pursuant to paragraph (c) of this section.</li> </ol> <p>(e) <i>Limitation.</i></p> <ol style="list-style-type: none"> <li>(1) Notwithstanding paragraph (a) of this section, an SEA may not reduce the level of expenditures described in paragraph (a) of this section if any LEA in the State would, as a result of such reduction, receive less than 100 percent of the amount necessary to ensure that all children with disabilities served by the LEA receive FAPE from the combination of Federal funds received under Part B of the Act and State funds received from the SEA.</li> <li>(2) If an SEA exercises the authority under paragraph (a) of this section, LEAs in the State may not reduce local effort under § 300.205 by</li> </ol>		
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<p>more than the reduction in the State funds they receive.</p> <p>(Authority: 20 U.S.C. 1413(j))</p>		
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<u>SUBPART D—EVALUATIONS, ELIGIBILITY DETERMINATIONS, INDIVIDUALIZED EDUCATION PROGRAMS, AND EDUCATIONAL PLACEMENTS</u>		
<u>Parental Consent</u>		
<u>§ 300.300 Parental consent.</u>		
<p>(a) <i>Parental consent for initial evaluation</i></p> <p>(1)</p> <p>(i) The public agency proposing to conduct an initial evaluation to determine if a child qualifies as a child with a disability under § 300.8 must, after providing notice consistent with §§ 300.503 and 300.504, obtain informed consent, consistent with §300.9, from the parent of the child before conducting the evaluation.</p> <p>(ii) Parental consent for initial evaluation must not be construed as consent for initial provision of special education and related services.</p> <p>(iii) The public agency must make reasonable efforts to obtain the informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability.</p> <p>(2) For initial evaluations only, if the child is a ward of the State and is not residing with the child ' s parent, the public agency is not required to obtain informed consent from the parent for an initial evaluation to determine whether the child is a child with a disability if —</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>F. Parental consent.</p> <p>(1) Informed parental consent as defined in 34 CFR Sec. 300.9 shall be obtained in compliance with 34 CFR Sec. 300.300 before</p> <p>(a) conducting an initial evaluation or reevaluation; and</p> <p>(b) initial provision of special education and related services to a child with a disability. Consent for initial evaluation shall not be construed as consent for initial provision of special education and related services. If parental consent is not provided for the initial evaluation or the parent fails to respond to a request to provide consent, the public agency may, but is not required to, pursue the initial evaluation of the child by utilizing the due process and mediation procedures in Subsection I of 6.31.2.13 NMAC.</p> <p>(2) Pursuant to 34 CFR Sec. 300.300(d)(1), parental consent is not required before</p> <p>(a) reviewing existing data as part of an evaluation or a reevaluation; or</p>	<p>CIMARRON MUNICIPAL SCHOOLS will begin the process of obtaining parental consent for initial evaluation by identifying the parent and contacting the parent through various means such as by phone or through written correspondence, or by speaking to the parent in parent-teacher conferences. (See 71 Fed. Reg. 46629 (August 14, 2006))</p> <p>An initial evaluation of a child is the first complete assessment of a child to determine if the child has a disability under the IDEA, and the nature and extent of special education and related services required. Once a child has been fully evaluated, a decision has been rendered that a child is eligible for services under the IDEA, and the required services have been determined, CIMARRON MUNICIPAL SCHOOLS will consider any subsequent evaluation of a child to be a reevaluation. (See 71 Fed. Reg. 46640 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will use reasonable efforts to obtain parental consent. CIMARRON MUNICIPAL SCHOOLS will document its efforts to obtain parental consent, and maintain such documentation in the child's special education file. The level of effort shall be appropriate to the situation. The actions of CIMARRON MUNICIPAL SCHOOLS when seeking parental consent will reflect genuine effort and will include more than one effort or means.</p>

<p>(i) Despite reasonable efforts to do so, the public agency cannot discover the whereabouts of the parent of the child;</p> <p>(ii) The rights of the parents of the child have been terminated in accordance with State law; or</p> <p>(iii) The rights of the parent to make educational decisions have been subrogated by a judge in accordance with State law and consent for an initial evaluation has been given by an individual appointed by the judge to represent the child.</p> <p>(3)</p> <p>(i) If the parent of a child enrolled in public school or seeking to be enrolled in public school does not provide consent for initial evaluation under paragraph (a)(1) of this section, or the parent fails to respond to a request to provide consent, the public agency may, but is not required to, pursue the initial evaluation of the child by utilizing the procedural safeguards in subpart E of this part (including the mediation procedures under §300.506 or the due process procedures under §§300.507 through 300.516), if appropriate, except to the extent inconsistent with State law relating to such parental consent.</p> <p>(ii) The public agency does not violate its obligation under § 300.111 and §§ 300.301 through 300.311 if it declines to pursue the evaluation.</p> <p>(b) Parental <i>consent for services</i></p> <p>(1) A public agency that is responsible for making</p>	<p>(b) administering a test or other evaluation that is administered to all children unless, before administration of that test or evaluation, consent is required of parents of all children.</p> <p>(3) Pursuant to 34 CFR Sec. 300.300(b), if the parents of a child with a disability refuse consent for the initial provision of special education and related services, the public agency may not use the due process and mediation procedures in Subsection I of 6.31.2.13 NMAC in order to obtain agreement or a ruling that the services may be provided to the child. If the parent refuses consent or fails to respond to a request to provide consent for the initial provision of special education and related services, the public agency will not be considered to be in violation of the requirement to make FAPE available to the child and is not required to convene an IEP team meeting or develop an IEP under 34 CFR Secs. 300.320 and 300.324. All provisions of 34 CFR Sec. 300.300 shall be followed with respect to parental consent.</p> <p>(4) Pursuant to 34 CFR Sec. 300.300(c)(2), informed parental consent need not be obtained for reevaluation if the public agency can demonstrate that it has taken reasonable measures to obtain that consent by using procedures consistent with those in 34 CFR Sec. 300.322(d) and the child’s parent has failed to respond.</p> <p>(5) Pursuant to 34 CFR Sec. 300.300(d)(3), a public agency may not use a parent’s refusal to consent to one service or activity for which consent is required to deny the parent or child any other service, benefit or activity of the public agency, except as required by 34 CFR Part 300.</p> <p>(6) Pursuant to 34 CFR Sec. 300.300(b)(4), parents may revoke consent for the continued provision of all special education and related services for their child. The revocation of consent shall be in writing. After providing prior written notice in accordance with 34</p>	<p>CIMARRON MUNICIPAL SCHOOLS may proceed with a child’s initial evaluation without first obtaining the requisite parental consent when one or more of the circumstances in § 300.300(a)(2) are met and a surrogate has not yet been appointed so as not to postpone the child’s evaluation to await the appointment of a surrogate. (See 71 Fed. Reg. 46631 (August 14, 2006))</p> <p>If a surrogate parent already has been appointed because CIMARRON MUNICIPAL SCHOOLS, after reasonable efforts, could not locate a parent, CIMARRON MUNICIPAL SCHOOLS will not have to again attempt to contact other individuals meeting the definition of parent to seek consent. (See 71 Fed. Reg. 46631 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will use its consent override procedures only in rare circumstances when a parent refuses to consent to an initial evaluation or a reevaluation. CIMARRON MUNICIPAL SCHOOLS is not required to pursue an initial evaluation of a child suspected of having a disability if the parent does not provide consent for the initial evaluation. CIMARRON MUNICIPAL SCHOOLS is in the best position to determine whether, in a particular case, an initial evaluation should be pursued, and will make that determination on a case-by-case basis. (See 71 Fed. Reg. 46632 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that the consent override procedures are not available when a parent refuses to consent to the initial provision of special education and related services (or fails to respond to a request for consent to the initial provision of special education and related services). When a parent refuses to consent to the initial provision of special education and related services, CIMARRON MUNICIPAL SCHOOLS will refer the child to the SAT for individual consideration.</p> <p>CIMARRON MUNICIPAL SCHOOLS considers the “initial provision of services” to be the first time a parent is offered special education and related services</p>
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<p>FAPE available to a child with a disability must obtain informed consent from the parent of the child before the initial provision of special education and related services to the child.</p> <p>(2) The public agency must make reasonable efforts to obtain informed consent from the parent for the initial provision of special education and related services to the child.</p> <p>(3) If the parent of a child fails to respond to a request for, or refuses to consent to, the initial provision of special education and related services, the public agency—</p> <p>(i) May not use the procedures in subpart E of this part (including the mediation procedures under §300.506 or the due process procedures under §§300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child;</p> <p>(ii) Will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with the special education and related services for which the parent refuses to or fails to provide consent; and</p> <p>(iii) Is not required to convene an IEP Team meeting or develop an IEP under §§300.320 and 300.324 for the child.</p> <p>(4) If, at any time subsequent to the initial provision of special education and related services, the parent of a child revokes consent in writing for the continued provision of special education and related services, the public agency—</p>	<p>CFR Sec. 300.503, the public agency shall cease the provision of special education and related services for that child. The public agency may not use the due process and mediation procedures in Subsection I of 6.31.2.13 NMAC in order to obtain agreement or a ruling that services may be provided to the child. The public agency will not be considered to be in violation of the requirement to make FAPE available to the child once consent has been revoked. The public agency will also not be required to convene an IEP team meeting or develop an IEP for the child for further provision of special education and related services.</p>	<p>after the child has been evaluated and has been determined to be a child with a disability. (See 71 Fed. Reg. 46633 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will use the phrase “initial provision of services” rather than “consent for placement for receipt of special education and related services,” to make clear that consent does not need to be sought every time a particular service is provided to the child. Additionally, “placement” refers to the provision of special education services, rather than a specific place, such as a specific classroom or specific school. (See 71 Fed. Reg. 46640 (August 14, 2006))</p> <p>If the parent refuses to consent to the initial provision of special education and related services, CIMARRON MUNICIPAL SCHOOLS is not required to convene an IEP Team meeting or develop an IEP. CIMARRON MUNICIPAL SCHOOLS is relieved of any potential liability for failure to convene an IEP Team meeting or develop an IEP for a child whose parents have refused consent or failed to respond to a request for consent to the initial provision of special education and related services. CIMARRON MUNICIPAL SCHOOLS may however, convene an IEP Team meeting and develop an IEP for a child as a means of informing the parent about the services that would be provided with the parent’s consent. (See 71 Fed. Reg. 46634 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands the concern that a parent of a child with a disability who refuses to consent to the provision of special education and related services may not fully understand the extent of the special education and related services their child would receive without the development of an IEP. However, the consent provisions of the Act do not create the right of parents to consent to each specific special education and related service that their child receives. Instead, the parents have the right to consent to the initial provision of special education and related services. “Fully informed,” in this context, means that CIMARRON MUNICIPAL SCHOOLS has given the parent an explanation of what special education and</p>
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<p>(i) May not continue to provide special education and related services to the child, but must provide prior written notice in accordance with §300.503 before ceasing the provision of special education and related services;</p> <p>(ii) May not use the procedures in subpart E of this part (including the mediation procedures under §300.506 or the due process procedures under §§300.507 through 300.516) in order to obtain agreement or a ruling that the services may be provided to the child;</p> <p>(iii) Will not be considered to be in violation of the requirement to make FAPE available to the child because of the failure to provide the child with further special education and related services; and</p> <p>(iv) Is not required to convene an IEP Team meeting or develop an IEP under §§300.320 and 300.324 for the child for further provision of special education and related services</p> <p>(c) <i>Parental consent for reevaluations</i></p> <p>(1) Subject to paragraph (c)(2) of this section, each public agency —</p> <p>(i) Must obtain informed parental consent, in accordance with § 300.300(a)(1), prior to conducting any reevaluation of a child with a disability.</p> <p>(ii) If the parent refuses to consent to the reevaluation, the public agency may, but is not required to, pursue the reevaluation by using the consent override procedures described in paragraph (a)(3) of this</p>		<p>related services are and the types of services that might be found to be needed for their child, rather than the exact program of services that would be included in an IEP. The CIMARRON MUNICIPAL SCHOOLS will ensure that the parent has been given an explanation of what special education and related services are and the type of services that might be found to be needed for their child. (See 71 Fed. Reg. 46634 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will not conduct a reevaluation without consent except when CIMARRON MUNICIPAL SCHOOLS can demonstrate that it has made reasonable efforts to obtain such consent and the child's parent has failed to respond to a request for consent. When CIMARRON MUNICIPAL SCHOOLS has made reasonable efforts to obtain such consent and the child's parent has failed to respond to a request for consent, CIMARRON MUNICIPAL SCHOOLS will conduct a reevaluation of the child, except in the case of a home schooled or parentally-placed private schooled child. When a parent refuses to consent, the decision to use the consent override procedures is made by CIMARRON MUNICIPAL SCHOOLS on a case by case basis.</p> <p>If a parent revokes consent for a provision of special education and related services, CIMARRON MUNICIPAL SCHOOLS may inquire as to why they are revoking consent. However, CIMARRON MUNICIPAL SCHOOLS will not require a parent to provide an explanation, either orally or in writing, prior to ceasing the provision of special education and related services. (See 73 Fed. 73008 (December 1, 2008))</p> <p>When CIMARRON MUNICIPAL SCHOOLS receives a parental revocation of consent, in writing, for all special education and related services for a child, CIMARRON MUNICIPAL SCHOOLS will provide prior written notice and within a reasonable time, will discontinue all special education and related services to the child. CIMARRON MUNICIPAL SCHOOLS may not use the procedures in subpart E of these regulations, including mediation procedures or the due process</p>
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<p>section.</p> <p>(iii) The public agency does not violate its obligation under § 300.111 and §§ 300.301 through 300.311 if it declines to pursue the evaluation or reevaluation.</p> <p>(2) The informed parental consent described in paragraph (c)(1) of this section need not be obtained if the public agency can demonstrate that —</p> <p>(i) It made reasonable efforts to obtain such consent; and</p> <p>(ii) The child's parent has failed to respond.</p> <p>(d) <i>Other consent requirements</i></p> <p>(1) Parental consent is not required before —</p> <p>(i) Reviewing existing data as part of an evaluation or a reevaluation; or</p> <p>(ii) Administering a test or other evaluation that is administered to all children unless, before administration of that test or evaluation, consent is required of parents of all children.</p> <p>(2) In addition to the parental consent requirements described in paragraphs (a), (b), and (c) of this section, a State may require parental consent for other services and activities under this part if it ensures that each public agency in the State establishes and implements effective procedures to ensure that a parent's refusal to consent does not result in a failure to provide the child with FAPE.</p> <p>(3) A public agency may not use a parent's refusal to consent to one service or activity under paragraphs (a), (b), (c), or (d)(2) of this section</p>		<p>procedures, to obtain agreement or a ruling that the services may be provided to the child. (See 73 Fed. Reg. 73011 (December 1, 2008))</p> <p><u>Revocation of Consent for Services (Partial vs. Complete Revocation of Consent)</u></p> <p>A parent has the right under the IDEA to unilaterally revoke consent for the receipt of all special education and related services (complete revocation). (See 34 C.F.R. § 300.300(b)(4)) However, the consent revocation provisions of the IDEA do not provide for partial revocation (revocation to a particular service). If a parent disagrees with the provision of a particular special education or related service, and the IEP Team concludes that the child would be provided with a FAPE if the child did not receive that service, the IEP Team may remove the service from the child's IEP. If, however, the parent and CIMARRON MUNICIPAL SCHOOLS disagree in an IEP Team meeting about whether the child would be provided with FAPE if the child did not receive a particular service, CIMARRON MUNICIPAL SCHOOLS must specify the service(s) it believes are necessary for FAPE (even if the parent disagrees) and provide the parent with Prior Written Notice. The parent may use the due process procedures to seek a ruling that the service with which the parent disagrees is not appropriate for their child. (See 73 Fed. Reg. 73011 (December 1, 2008))</p> <p>If a parent revokes consent for a child to receive special education and related services (complete revocation), after CIMARRON MUNICIPAL SCHOOLS provides prior written notice and ceases services, CIMARRON MUNICIPAL SCHOOLS will consider the child a general education student. The child will also be considered a general education student under the ESEA. CIMARRON MUNICIPAL SCHOOLS will not be obligated to provide accommodations that were previously contained in the child's IEP. (See 73 Fed. Reg. 73011 (December 1, 2008)) The child may be placed in any classroom where other general education students are placed. If a child whose parent has revoked</p>
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<p>to deny the parent or child any other service, benefit, or activity of the public agency, except as required by this part.</p> <p>(4)</p> <p>(i) If a parent of a child who is home schooled or placed in a private school by the parents at their own expense does not provide consent for the initial evaluation or the reevaluation, or the parent fails to respond to a request to provide consent, the public agency may not use the consent override procedures (described in paragraphs(a)(3) and (c)(1) of this section); and</p> <p>(ii) The public agency is not required to consider the child as eligible for services under §§ 300.132 through 300.144.</p> <p>(5) To meet the reasonable efforts requirement in paragraphs (a)(1)(iii), (a)(2)(i), (b)(2), and (c)(2)(i) of this section, the public agency must document its attempts to obtain parental consent using the procedures in §300.322(d).</p> <p>(Authority: 20 U.S.C. 1414(a)(1)(D) and 1414(c))</p>		<p>consent is placed in a classroom that is co-taught by a general education teacher and a special education teacher, then that child is placed in the classroom as a general education student and should be treated the same as all other general education students in that classroom. (73 Fed. Reg. 73013 (December 1, 2008))</p> <p>Students who are no longer receiving special education and related services due to the revocation of parental consent to the continued provision of special education and related services will be subject to CIMARRON MUNICIPAL SCHOOLS's discipline procedures without the discipline protections provided in the Act. CIMARRON MUNICIPAL SCHOOLS expects the parents to consider the possible consequences of discipline procedures when making the decision to revoke consent for the provision of special education and related services. (See 73 Fed. Reg. 73013 (December 1, 2008))</p> <p>CIMARRON MUNICIPAL SCHOOLS personnel will not encourage a parent to revoke consent for special education and related services. (73 Fed. Reg. 73014 (December 1, 2008))</p>
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<p><a href="#">Evaluations and Reevaluations</a></p>		
<p><a href="#">§ 300.301 Initial evaluations.</a></p>		
<p>(a) <i>General.</i> Each public agency must conduct a full and individual initial evaluation, in accordance with §§ 300.305 and 300.306, before the initial provision of special education and related services to a child with a disability under this part.</p> <p>(b) <i>Request for initial evaluation.</i> Consistent with the</p>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>D. Evaluations and reevaluations.</p> <p>(1) Initial evaluations.</p>	<p>Either a parent or a public agency may initiate a request for an initial evaluation. The language “public agency” does not include employees of SEAs or LEAs (e.g., teachers and related services providers), unless they are acting for the SEA or LEA, or of other State agencies (e.g., probation officers, social workers, or staff from</p>



<p>consent requirements in § 300.300, either a parent of a child or a public agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</p> <p>(c) <i>Procedures for initial evaluation.</i> The initial evaluation—</p> <p>(1)</p> <p>(i) Must be conducted within 60 days of receiving parental consent for the evaluation; or</p> <p>(ii) If the State establishes a timeframe within which the evaluation must be conducted, within that timeframe; and</p> <p>(2) Must consist of procedures—</p> <p>(i) To determine if the child is a child with a disability under § 300.8; and</p> <p>(ii) To determine the educational needs of the child.</p> <p>(d) <i>Exception.</i> The timeframe described in paragraph (c)(1) of this section does not apply to a public agency if—</p> <p>(1) The parent of a child repeatedly fails or refuses to produce the child for the evaluation; or</p> <p>(2) A child enrolls in a school of another public agency after the relevant timeframe in paragraph (c)(1) of this section has begun, and prior to a determination by the child's previous public agency as to whether the child is a child with a disability under § 300.8.</p> <p>(e) The exception in paragraph (d)(2) of this section applies only if the subsequent public agency is making sufficient progress to ensure a prompt</p>	<p>(a) Each public agency shall conduct a full and individual initial evaluation, at no cost to the parent, and in compliance with requirements of 34 CFR Secs. 300.305 and 300.306 and other department rules and standards before the initial provision of special education and related services to a child with a disability.</p> <p>(b) Request for initial evaluation. Consistent with the consent requirement in 34 CFR Sec. 300.300, either a parent of a child or a public agency may initiate a request for an initial evaluation to determine if the child is a child with a disability.</p> <p>(c) Procedures for initial evaluation.</p> <p>(i) The initial evaluation shall be conducted within 60 calendar days of receiving parental consent for evaluation.</p> <p>(ii) Each public agency shall follow evaluation procedures in compliance with applicable requirements of 34 CFR Sec. 300.304 and other department rules and standards to determine:</p> <p>(1) if the child is a child with a disability under 34 CFR Sec. 300.8; and</p> <p>(2) if the child requires special education and related services to benefit from their education program.</p> <p>(iii) Each public agency shall maintain a record of the receipt, processing and disposition of any referral for an individualized evaluation. All appropriate evaluation data, including complete SAT file documentation and summary reports from all individuals evaluating the child shall be reported in writing for presentation to the eligibility determination team.</p>	<p>State agencies that are not public agencies as defined in § 300.33). (See 71 Fed. Reg. 46636 (August 14, 2006))</p> <p>In CIMARRON MUNICIPAL SCHOOLS, the public agency initiates a request for an initial evaluation through the Student Assistance Team process.</p> <p>The requirements in § 300.301(b) pertain to the initiation of an evaluation under §§ 300.301 through 300.305 and should not be confused with the State's child find responsibilities. The child find requirements permit referrals from any source that suspects a child may be eligible for special education and related services. (See 71 Fed. Reg. 46636 (August 14, 2006))</p> <p>A parent may initiate a request for an initial evaluation to determine if the child is a child with a disability. If, however, CIMARRON MUNICIPAL SCHOOLS does not suspect that the child has a disability and denies the request for an initial evaluation, CIMARRON MUNICIPAL SCHOOLS must provide prior written notice to the parents which explains, among other things, why the CIMARRON MUNICIPAL SCHOOLS refuses to conduct an initial evaluation and the information that was used as the basis to make that decision. The parent may challenge such a refusal by requesting a due process hearing. (See 71 Fed. Reg. 46636 (August 14, 2006))</p> <p>Consistent with the U.S. Department of Education interpretation, CIMARRON MUNICIPAL SCHOOLS declines to specify the timeframe from referral for evaluation to parental consent, or the timeframe from the completion of an evaluation to the determination of eligibility, as we are not in a position to determine the maximum number of days that should apply to these periods in all circumstances. (See 71 Fed. Reg. 46637 (August 14, 1006))</p>
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<p>completion of the evaluation, and the parent and subsequent public agency agree to a specific time when the evaluation will be completed.</p> <p>(Authority: 20 U.S.C. 1414(a))</p>	<ul style="list-style-type: none"> <li>(iv) A parent may request an initial special education evaluation at any time during the SAT process. If the public agency agrees with the parent that the child may be a child who is eligible for special education services, the public agency shall evaluate the child. If the public agency declines the parent's request for an evaluation, the public agency shall issue prior written notice in accordance with 34 CFR Sec. 300.503. The parent can challenge this decision by requesting a due process hearing.</li> <li>(d) Exception to the 60 day time frame. The requirements of this subsection do not apply:             <ul style="list-style-type: none"> <li>(i) if the parent of a child repeatedly fails or refuses to produce the child for the evaluation; or</li> <li>(ii) if the child enrolls in a school of another public agency after the 60 day time frame in this subsection has begun, and prior to a determination by the child's previous public agency as to whether the child is a child with a disability under 34 CFR Sec. 300.8.</li> </ul> </li> <li>(e) The exception to the 60 day time frame in Item (ii) of Subparagraph (d) of Paragraph (1) of Subsection D of 6.31.2.10 NMAC applies only if the subsequent public agency is making sufficient progress to ensure a prompt completion of the evaluation, and the parent and subsequent public agency agree to a specific time when the evaluation will be completed.</li> </ul> <p>...</p> <p>F. Eligibility determinations.</p> <p>...</p>	
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	<p>(2) Optional use of developmentally delayed classification for children aged 3 through 9</p> <p>(a) The developmentally delayed classification may be used at the option of individual local educational agencies but may only be used for children who do not qualify for special education under any other disability category.</p>	
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<p><a href="#">§ 300.302 Screening for instructional purposes is not evaluation.</a></p>		
<p>The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation shall not be considered to be an evaluation for eligibility for special education and related services.</p> <p>(Authority: 20 U.S.C. 1414(a)(1)(E))</p>		

<p><a href="#">§ 300.303 Reevaluations.</a></p>		
<p>(a) <i>General.</i> A public agency must ensure that a reevaluation of each child with a disability is conducted in accordance with §§ 300.304 through 300.311—</p> <p>(1) If the public agency determines that the educational or related services needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or</p> <p>(2) If the child’s parent or teacher requests a reevaluation.</p> <p>(b) <i>Limitation.</i> A reevaluation conducted under</p>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>D. Evaluations and reevaluations.</p> <p>...</p> <p>(2) Reevaluations.</p> <p>(a) Each LEA shall ensure that a reevaluation of each child is conducted at least once every three years, unless the parent and the public agency agree that a reevaluation is unnecessary, and is in compliance with the requirements of 34 CFR Secs. 300.303through300.311, and any other applicable department rules and standards.</p> <p>(b) Reevaluations may be conducted more often if:</p>	<p>A reevaluation is any evaluation subsequent to the initial evaluation. The initial evaluation is the first complete assessment of a child to determine if the child has a disability under the IDEA, and the nature and extent of special education and related services required. (See 71 Fed. Reg. 46640 (August 14, 2006)) However, if a parent who revoked consent for special education and related services later requests that his or her child be re-enrolled in special education, CIMARRON MUNICIPAL SCHOOLS will treat this request as a request for an initial evaluation, rather than a reevaluation. (See 73 Fed. 73015 (December 1, 2008))</p> <p>CIMARRON MUNICIPAL SCHOOLS will conduct timely reevaluations as required by the IDEA.</p>

<p>paragraph (a) of this section—</p> <p>(1) May occur not more than once a year, unless the parent and the public agency agree otherwise; and</p> <p>(2) Must occur at least once every 3 years, unless the parent and the public agency agree that a reevaluation is unnecessary.</p> <p>(Authority: 20 U.S.C. 1414(a)(2))</p>	<p>(i) the LEA determines the educational or related services needs, including improved academic achievement and functional performance, of the child warrant a reevaluation; or</p> <p>(ii) the child’s parent or teacher requests a reevaluation.</p> <p>(c) Reevaluations may not occur more than once a year, unless the parent and public agency agree otherwise.</p> <p>...</p> <p>F. Eligibility determinations.</p> <p>...</p> <p>(2) Optional use of developmentally delayed classification for children aged three through nine</p> <p>...</p> <p>(b) Children who are classified as developmentally delayed must be reevaluated during the school year in which they turn nine and will no longer be eligible in this category when they become 10. A student who does not qualify under any other available category at age 10 will no longer be eligible for special education and related services.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will not condition a reevaluation on the parent providing a reason for requesting the reevaluation. (See 71 Fed. Reg. 46640 (August 14, 2006))</p> <p>If a parent requests a reevaluation, and CIMARRON MUNICIPAL SCHOOLS disagrees that a reevaluation is needed, CIMARRON MUNICIPAL SCHOOLS will provide prior written notice to the parent that explains, among other things, why CIMARRON MUNICIPAL SCHOOLS refuses to conduct the reevaluation and the parent’s right to contest CIMARRON MUNICIPAL SCHOOLS’s decision through mediation or a due process hearing. (See 71 Fed. Reg. 46640 (August 14, 2006))</p> <p>As part of any reevaluation, the IEP Team and other qualified professionals, as appropriate, will review existing evaluation data. The review of existing evaluation data is part of the reevaluation process. The opportunity for a parent and CIMARRON MUNICIPAL SCHOOLS to agree that a reevaluation is unnecessary occurs before the reevaluation begins (including before the review of existing evaluation data). (See 71 Fed. Reg. 46641 (August 14, 2006))</p> <p>Prior to reaching an agreement that a reevaluation is unnecessary, the parent and CIMARRON MUNICIPAL SCHOOLS will discuss the advantages and disadvantages of conducting a reevaluation, as well as what effect a reevaluation might have on the child’s educational program. (See 71 Fed. Reg. 46641 (August 14, 2006))</p>
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<p><a href="#">§ 300.304 Evaluation procedures.</a></p>		
<p>(a) <i>Notice.</i> The public agency must provide notice to the parents of a child with a disability, in accordance with § 300.503, that describes any</p>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p>	<p>CIMARRON MUNICIPAL SCHOOLS will assess a child in all areas related to the suspected disability. This may include, if appropriate, health, vision, hearing,</p>

<p>evaluation procedures the agency proposes to conduct.</p> <p>(b) <i>Conduct of evaluation.</i> In conducting the evaluation, the public agency must—</p> <p>(1) Use a variety of assessment tools and strategies to gather relevant functional, developmental, and academic information about the child, including information provided by the parent, that may assist in determining—</p> <p>(i) Whether the child is a child with a disability under § 300.8; and</p> <p>(ii) The content of the child’s IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities);</p> <p>(2) Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and</p> <p>(3) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors.</p> <p>(c) <i>Other evaluation procedures.</i> Each public agency must ensure that—</p> <p>(1) Assessments and other evaluation materials used to assess a child under this part—</p> <p>(i) Are selected and administered so as not to be discriminatory on a racial or cultural basis;</p>	<p>D. Evaluations and reevaluations.</p> <p>...</p> <p>(2) Reevaluations.</p> <p>...</p> <p>(d) Procedures for conducting evaluations and reevaluations.</p> <p>(i) The public agency shall provide notice to the parents of a child with a disability that describes any evaluation procedures the public agency proposes to conduct in compliance with 34 CFR Sec. 300.503.</p> <p>...</p> <p>(iv) Each public agency shall use a variety of assessment tools and strategies to gather relevant functional, developmental and academic information about the child, including information provided by the child’s family that may assist in determining if the child is a child with a disability, the content of the child’s IEP including information related to assisting the child to be involved and progress in the general education curriculum or for a preschool child to participate in appropriate activities.</p> <p>...</p> <p>E. Procedural requirements for the assessment and evaluation of culturally and linguistically diverse children.</p> <p>(1) Each public agency shall ensure that tests and other evaluation materials used to assess children are selected, provided and administered so as not to be discriminatory on a racial or cultural basis and are provided and administered in the child’s native language or other mode of communication, such as American sign language, and in the form most likely to yield accurate information, on what the child</p>	<p>social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. This is not an exhaustive list of areas that may be assessed. Decisions regarding the areas to be assessed are determined by the suspected needs of the child. If a child’s behavior or physical status is of concern, evaluations addressing these areas will be conducted. (See 71 Fed. Reg. 46643 (August 14, 2006))</p> <p>It is standard test administration practice of CIMARRON MUNICIPAL SCHOOLS to include in the evaluation report the extent to which an assessment varied from standard conditions, including the language or other mode of communication that was used in assessing a child. (See, 71 Fed. Reg. 46643 (August 14, 2006))</p> <p>The native language information may be found in the student’s cumulative folder as part of the enrollment information. Upon enrollment, parents complete the home language portion which indicates the language normally used by the parents and the language normally used by the child in the home. If necessary, additional information will be gathered to determine the native language of the child for purposes of providing and administering assessments and other evaluation materials in the child’s native language or other mode of communication and in the form most likely to yield accurate information.</p> <p>The NMPED has issued a guidance document titled, <a href="#">New Mexico Technical Evaluation and Assistance Manual: Determining Eligibility for IDEA Part B Special Education Services</a> (NM TEAM, December 2017), available through the NMPED website. The NM TEAM presents a sustained effort to standardize evaluation and assessment procedures and eligibility criteria in every IDEA disability category. CIMARRON MUNICIPAL SCHOOLS expects its evaluation teams to use and follow the guidelines and recommendations established within this manual. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as</p>
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<p>(ii) Are provided and administered in the child’s native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer;</p> <p>(iii) Are used for the purposes for which the assessments or measures are valid and reliable;</p> <p>(iv) Are administered by trained and knowledgeable personnel; and</p> <p>(v) Are administered in accordance with any instructions provided by the producer of the assessments.</p> <p>(2) Assessments and other evaluation materials include those tailored to assess specific areas of educational need and not merely those that are designed to provide a single general intelligence quotient.</p> <p>(3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child’s aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child’s impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure).</p> <p>(4) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities;</p>	<p>knows and can do academically, developmentally and functionally, unless it is clearly not feasible to select, provide or administer pursuant to 34 CFR Sec. 300.304(c)(1).</p> <p>(2) Each public agency shall ensure that selected assessments and measures are valid and reliable and are administered in accordance with instructions provided by the assessment producer and are administered by trained and knowledgeable personnel.</p> <p>(3) Each public agency shall consider information about a child’s language proficiency in determining how to conduct the evaluation of the child to prevent misidentification. A child may not be determined to be a child with a disability if the determinant factor for that eligibility determination is limited English proficiency. Comparing academic achievement results with grade level peers in the public agency with similar cultural and linguistic backgrounds should guide this determination process and ensure that the child is exhibiting the characteristics of a disability and not merely language difference in accordance with 34 CFR Sec. 300.306(b)(1).</p> <p>(4) Each public agency shall ensure that the child is assessed in all areas related to the suspected disability.</p> <p>(5) Policies for public agency selection of assessment instruments include:</p> <p>(a) assessment and evaluation materials that are tailored to assess specific areas of educational need; and</p> <p>(b) assessments that are selected ensure that results accurately reflect the child’s aptitude or achievement level.</p> <p>(6) Public agencies in New Mexico shall devote particular attention to the foregoing requirements in light of the state’s cultural and linguistic diversity. Persons assessing culturally or linguistically diverse</p>	<p>appropriate), shall inform appropriate personnel of this guidance document.</p> <p>CIMARRON MUNICIPAL SCHOOLS recognizes the NMPED guidance with the September 24, 2020 Memorandum: <a href="#">Clarification on special education and related services in New Mexico specifically related to the roles and processes of the Eligibility Determination Team (EDT) and the Individualized Education Program (IEP) teams, (2020)</a>. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>
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<p>(5) Assessments of children with disabilities who transfer from one public agency to another public agency in the same school year are coordinated with those children’s prior and subsequent schools, as necessary and as expeditiously as possible, consistent with §300.301(d)(2) and (e), to ensure prompt completion of full evaluations.</p> <p>(6) In evaluating each child with a disability under §§300.304 through 300.306, the evaluation is sufficiently comprehensive to identify all of the child’s special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.</p> <p>(7) Assessment tools and strategies that provide relevant information that directly assists persons in determining the educational needs of the child are provided.</p> <p>(Authority: 20 U.S.C. 1414(b)(1)-(3), 1412(a)(6)(B))</p>	<p>children shall consult appropriate professional standards to ensure that their evaluations are not discriminatory and should include appropriate references to such standards and concerns in their written reports.</p>	
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<p><a href="#">§ 300.305 Additional requirements for evaluations and reevaluations.</a></p>		
<p>(a) <i>Review of existing evaluation data.</i> As part of an initial evaluation (if appropriate) and as part of any reevaluation under this part, the IEP Team and other qualified professionals, as appropriate, must—</p> <p>(1) Review existing evaluation data on the child, including—</p> <p>(i) Evaluations and information provided by the parents of the child;</p> <p>(ii) Current classroom-based, local, or State</p>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>D. Evaluations and reevaluations.</p> <p>...</p> <p>(2) Reevaluations.</p> <p>...</p> <p>(d) Procedures for conducting evaluations and reevaluations.</p> <p>...</p>	<p>CIMARRON MUNICIPAL SCHOOLS may include “other qualified professionals, as appropriate” who may not be part of the child’s IEP Team in the group that determines if additional data are needed to make an eligibility determination and determine the child’s educational needs. CIMARRON MUNICIPAL SCHOOLS does not define “other qualified professionals” for purposes of the review of existing evaluation data, but instead, will make that determination on a case by case basis as appropriate to the specific child. (See Fed. Reg. 46644 (August 14, 2006))</p>

<p>assessments, and classroom-based observations; and</p> <p>(iii) Observations by teachers and related services providers; and</p> <p>(2) On the basis of that review, and input from the child’s parents, identify what additional data, if any, are needed to determine—</p> <p>(i)</p> <p>(A) Whether the child is a child with a disability, as defined in § 300.8, and the educational needs of the child; or</p> <p>(B) In case of a reevaluation of a child, whether the child continues to have such a disability, and the educational needs of the child;</p> <p>(ii) The present levels of academic achievement and related developmental needs of the child;</p> <p>(iii)</p> <p>(A) Whether the child needs special education and related services; or</p> <p>(B) In the case of a reevaluation of a child, whether the child continues to need special education and related services; and</p> <p>(iv) Whether any additions or modifications to the special education and related services are needed to enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general education curriculum.</p> <p>(b) <i>Conduct of review.</i> The group described in</p>	<p>(ii) The initial evaluation (if appropriate) and any reevaluations shall begin with a review of existing information by a group that includes the parents, the other members of a child’s IEP team and other qualified professionals, as appropriate, to determine what further evaluations and information are needed to address the question in 34 CFR Sec. 300.305(a)(2). Pursuant to 34 CFR Sec. 300.305(b), the group may conduct its review without a meeting.</p> <p>(iii) If it is determined that a child requires an individualized evaluation or reevaluation the public agency is required to follow the procedures established by the department.</p> <p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>A. Preschool programs for children aged 2 through 5.</p> <p>...</p> <p>(5) In particular:</p> <p>...</p> <p>(f) Each LEA shall designate a team including parents and qualified professionals to review existing evaluation data for each child entering the LEA’s preschool program in compliance with 34 CFR Sec. 300.305, and based on that review to identify what additional data, if any, are needed to determine the child’s eligibility for Part B services or develop an appropriate program in a manner that is consistent with Paragraph (3) of Subsection A of this section. The notice of procedural safeguards shall be given to the parents as provided in Paragraph (3) of Subsection D of 6.31.2.13 NMAC.</p> <p>...</p>	<p>CIMARRON MUNICIPAL SCHOOLS will conduct a review of existing evaluation data prior to an initial evaluation, if appropriate, and prior to any reevaluation. The reevaluation always commences with the review of existing evaluation data. The review of existing evaluation data determines the scope of the evaluation. CIMARRON MUNICIPAL SCHOOLS is not required to obtain parental consent before reviewing existing data as part of an initial evaluation or a reevaluation. (See <a href="#">OSEP Letter to Anonymous</a> (Feb. 6, 2007))</p> <p>If a parent who revoked consent for special education and related services later requests that his or her child be re-enrolled in special education, CIMARRON MUNICIPAL SCHOOLS will treat this request as a request for an initial evaluation, rather than a reevaluation. However, depending on the existing data available, a new evaluation may not always be required. The IEP Team and other qualified professionals may review existing evaluation data as part of an initial evaluation (if appropriate) that includes classroom based, local, or State assessments, and classroom based observations by teachers and related services providers. On the basis of that review and input from the child’s parents, the IEP Team and other qualified professionals will identify what additional data, if any, are needed to determine whether the child is a child with a disability and the educational needs of the child. Therefore, CIMARRON MUNICIPAL SCHOOLS may not always have to expend resources on a “new” initial evaluation. (See 73 Fed. 73015 (December 1, 2008))</p> <p>Based on the review of existing evaluation data, and input from the child’s parents, the IEP Team and other qualified professionals, as appropriate, must determine whether additional data are needed to determine whether the child continues to be a child with a disability, and the educational needs of the child; the present levels of academic achievement and related developmental needs of the child; whether the child continues to need special education; and whether any additions or modifications to the special education and related services are needed to</p>
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<p>paragraph (a) of this section may conduct its review without a meeting.</p> <p>(c) <i>Source of data.</i> The public agency must administer such assessments and other evaluation measures as may be needed to produce the data identified under paragraph (a) of this section.</p> <p>(d) <i>Requirements if additional data are not needed.</i></p> <p>(1) If the IEP Team and other qualified professionals, as appropriate, determine that no additional data are needed to determine whether the child continues to be a child with a disability, and to determine the child's educational needs, the public agency must notify the child's parents of—</p> <p>(i) That determination and the reasons for the determination; and</p> <p>(ii) The right of the parents to request an assessment to determine whether the child continues to be a child with a disability, and to determine the child's educational needs.</p> <p>(2) The public agency is not required to conduct the assessment described in paragraph (d)(1)(ii) of this section unless requested to do so by the child's parents.</p> <p>(e) <i>Evaluations before change in eligibility.</i></p> <p>(1) Except as provided in paragraph (e)(2) of this section, a public agency must evaluate a child with a disability in accordance with §§ 300.304 through 300.311 before determining that the child is no longer a child with a disability.</p> <p>(2) The evaluation described in paragraph (e)(1) of this section is not required before the</p>	<p>G. Graduation planning and post-secondary transitions.</p> <p>...</p> <p>(5) For a child whose eligibility terminates due to graduation from secondary school with a regular diploma or due to reaching the child's twenty-second birthday, the public agency shall provide the child with a summary of the child's academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child's post-secondary goals pursuant to 34 CFR Sec. 300.305(e)(3).</p>	<p>enable the child to meet the measurable annual goals set out in the IEP of the child and to participate, as appropriate, in the general education curriculum. If following the review of existing evaluation data, the IEP Team and other qualified professionals, as appropriate, determine that no additional data are needed to determine whether the child continues to be a child with a disability, and to determine the child's educational needs, CIMARRON MUNICIPAL SCHOOLS will notify the child's parents of: (i) that determination and the reasons for the determination; and (ii) the right of the parents to request an assessment to determine whether the child continues to be a child with a disability, and to determine the child's educational needs. Under these circumstances, CIMARRON MUNICIPAL SCHOOLS may not conduct an assessment unless requested to do so by the child's parents. If the parents do not request an assessment, then the review of existing data constitutes the reevaluation. (See <a href="#">OSEP Letter to Anonymous</a> (Feb. 6, 2007))</p> <p>CIMARRON MUNICIPAL SCHOOLS will prepare a Summary of Performance as required by the IDEA for each child with a disability prior to the child's eligibility terminating due to graduation with a regular high school diploma or due to exceeding age eligibility for a FAPE. The Summary of Performance takes the place of a reevaluation.</p> <p>CIMARRON MUNICIPAL SCHOOLS is not required to conduct evaluations for children to meet the entrance or eligibility requirements of another institution or agency. The requirements for secondary transition are intended to help parents and schools assist children with disabilities transition beyond high school. However, CIMARRON MUNICIPAL SCHOOLS is not required to assess a child with a disability to determine the child's eligibility to be considered a child with a disability in another agency, such as a vocational rehabilitation program, or a college or other postsecondary setting. CIMARRON MUNICIPAL SCHOOLS is also not required to provide the postsecondary services that may be included in the</p>
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<p>termination of a child’s eligibility under this part due to graduation from secondary school with a regular diploma, or due to exceeding the age eligibility for FAPE under State law.</p> <p>(3) For a child whose eligibility terminates under circumstances described in paragraph (e)(2) of this section, a public agency must provide the child with a summary of the child’s academic achievement and functional performance, which shall include recommendations on how to assist the child in meeting the child’s postsecondary goals.</p> <p>(Authority: 20 U.S.C. 1414(c))</p>		<p>Summary of Performance. (See 71 Fed. Reg. 46644 (August 14, 2006))</p>
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<p><a href="#">§ 300.306 Determination of eligibility.</a></p>		
<p>(a) <i>General.</i> Upon completion of the administration of assessments and other evaluation measures—</p> <p>(1) A group of qualified professionals and the parent of the child determines whether the child is a child with a disability, as defined in § 300.8, in accordance with paragraph (b) of this section and the educational needs of the child; and</p> <p>(2) The public agency provides a copy of the evaluation report and the documentation of determination of eligibility at no cost to the parent</p> <p>(b) <i>Special rule for eligibility determination.</i> A child must not be determined to be a child with a disability under this part—</p> <p>(1) If the determinant factor for that determination is—</p>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>D. Evaluations and reevaluations.</p> <p>(1) Initial evaluations</p> <p>...</p> <p>(f) The eligibility determination team including the parent and child, if appropriate, shall meet to determine if the child is a child with a disability and requires an IEP upon completion of the initial evaluation.</p> <p>(2) Reevaluations</p> <p>...</p> <p>(e) Each public agency shall maintain a record of the receipt, processing, and disposition of any referral for an individualized reevaluation. Reevaluation shall be completed on or before</p>	<p>CIMARRON MUNICIPAL SCHOOLS will make eligibility decisions within a reasonable period of time following the completion of an evaluation. (See 71 Fed. Reg. 46728 (August 14, 2006))</p> <p>The change from “team members” to “group members” was made in the 1999 regulations to distinguish this group from the IEP Team, since the group of qualified professionals and the parent that makes the eligibility determination does not necessarily have to be the same as the IEP Team members. (See 71 Fed. Reg. 46649 (August 14, 2006)) In New Mexico, the group that makes the eligibility determination is called the “Eligibility Determination Team” (EDT).</p> <p>While it would be appropriate for parents to review documents related to the determination of eligibility prior to the eligibility determination, it would not be appropriate for CIMARRON MUNICIPAL SCHOOLS to provide documentation of the determination of eligibility prior to discussing a child’s eligibility for</p>

<p>(i) Lack of appropriate instruction in reading, including the essential components of reading instruction (as defined in section 1208(3) of the ESEA as such section was in effect on the day before the date of enactment of the Every Student Succeeds Act (December 9, 2015));</p> <p>(ii) Lack of appropriate instruction in math; or</p> <p>(iii) Limited English proficiency; and</p> <p>(2) If the child does not otherwise meet the eligibility criteria under §300.8(a).</p> <p>(c) <i>Procedures for determining eligibility and educational need.</i></p> <p>(1) In interpreting evaluation data for the purpose of determining if a child is a child with a disability under §300.8, and the educational needs of the child, each public agency must—</p> <p>(i) Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the child’s physical condition, social or cultural background, and adaptive behavior; and</p> <p>(ii) Ensure that information obtained from all of these sources is documented and carefully considered.</p> <p>(2) If a determination is made that a child has a disability and needs special education and related services, an IEP must be developed for the child in accordance with §§ 300.320 through 300.324.</p>	<p>the three year anniversary date. All appropriate reevaluation data and summary reports from all individuals evaluating the child shall be reported in writing for presentation to the eligibility team or IEP team.</p> <p>...</p> <p>E. Procedural requirements for the assessment and evaluation of culturally and linguistically diverse children.</p> <p>...</p> <p>(3) Each public agency shall consider information about a child’s language proficiency in determining how to conduct the evaluation of the child to prevent misidentification. A child may not be determined to be a child with a disability if the determinant factor for that eligibility determination is limited English proficiency. Comparing academic achievement results with grade level peers in the public agency with similar cultural and linguistic backgrounds should guide this determination process and ensure that the child is exhibiting the characteristics of a disability and not merely language difference in accordance with 34 CFR Sec. 300.306(b)(1).</p> <p>...</p> <p>F. Eligibility determinations.</p> <p>(1) General rules regarding eligibility determinations.</p> <p>(a) Upon completing the administration of tests and other evaluation materials, a group of qualified professionals and the parent of the child shall determine whether the child is a child with a disability, as defined in 34 CFR Sec. 300.8 and Paragraph (2) of Subsection B of 6.31.2.7 NMAC. The determination shall be made in compliance with all applicable requirements of 34 CFR Sec. 300.306 and these or other</p>	<p>special education and related services with the parent. Providing documentation of the eligibility determination to a parent prior to a discussion with the parent regarding the child’s eligibility could indicate that CIMARRON MUNICIPAL SCHOOLS made its determination without including the parent, and possibly qualified professionals, in the decision. (See 71 Fed. Reg. 46645 (August 14, 2006))</p> <p>The eligibility group which includes the parent should work toward consensus, but CIMARRON MUNICIPAL SCHOOLS has the ultimate responsibility to determine whether the child is a child with a disability. CIMARRON MUNICIPAL SCHOOLS encourages parents and school personnel to work together in making the eligibility determination. If the parent disagrees with CIMARRON MUNICIPAL SCHOOLS’s determination regarding eligibility, CIMARRON MUNICIPAL SCHOOLS must provide the parent with prior written notice and the parent’s right to seek resolution of any disagreement through an impartial due process hearing. (See 71 Fed. Reg. 46661 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will hold a meeting to develop the child’s IEP within 30 days of determining that a child is eligible for special education services under the IDEA. (See 71 Fed. Reg. 46637 (August 14, 2006))</p> <p>Neither the IDEA nor State law establishes a timeline for providing a copy of the evaluation report or the documentation of determination of eligibility to the parents, instead leaving it up to local discretion. CIMARRON MUNICIPAL SCHOOLS will ensure that parents have the information they need to participate meaningfully in IEP Team meetings, which may include reviewing their child’s records. CIMARRON MUNICIPAL SCHOOLS will comply with a parent request to inspect and review existing education records, including an evaluation report, without unnecessary delay and before any meeting regarding an IEP, and in no case more than 45 days after the request has been made. (See 34 C.F.R. § 300.613(a))</p>
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<p>(Authority: 20 U.S.C. 1414(b)(4) and (5))</p>	<p>department rules and standards and, for a child suspected of having a specific learning disability, in compliance with the additional procedures of 34 CFR Secs. 300.307 through 300.311, and these or other department rules, policies and standards.</p> <p>(b) The public agency shall provide a copy of the evaluation report and the documentation of determination of eligibility to the parent.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will respond to reasonable requests for explanations and interpretations of records. (See 34 C.F.R. § 300.613(b)(1)) (See 71 Fed. Reg. 46645 (August 14, 2006))</p> <p>Whether a child has received “appropriate instruction” is appropriately left to State and CIMARRON MUNICIPAL SCHOOLS officials to determine. While information regarding the quality of instruction a child received in the past may be helpful in determining whether a child is eligible for special education services, it is not essential. CIMARRON MUNICIPAL SCHOOLS, however, must ensure that the determinant factor in deciding that a child is a child with a disability is not a lack of appropriate instruction in reading and math. (See 71 Fed. Reg. 46646 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS recognizes the NMPED guidance with the September 24, 2020 Memorandum: <a href="#">Clarification of special education and related services in New Mexico associated with determining the need for specific related services (2020)</a>. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>
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<p><a href="#">Additional Procedures for Identifying Children With Specific Learning Disabilities</a></p>		
<p><a href="#">§ 300.307 Specific learning disabilities.</a></p>		
<p>(a) <i>General.</i> A State must adopt, consistent with § 300.309, criteria for determining whether a child has a specific learning disability as defined in §300.8(c)(10). In addition, the criteria adopted by the State—</p> <p>(1) Must not require the use of a severe discrepancy between intellectual ability and</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>...</p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(4) <b>“Dual discrepancy”</b> means the child does not achieve adequately for the child's age or to meet</p>	<p>The NMPED has issued a guidance document titled, <a href="#">New Mexico Technical Evaluation and Assistance Manual: Determining Eligibility for IDEA Part B Special Education Services</a> (NM TEAM, December 2017), available through the NMPED website.</p>

<p>achievement for determining whether a child has a specific learning disability, as defined in § 300.8(c)(10);</p> <p>(2) Must permit the use of a process based on the child’s response to scientific, research-based intervention; and</p> <p>(3) May permit the use of other alternative research-based procedures for determining whether a child has a specific learning disability, as defined in § 300.8(c)(10).</p> <p>(b) <i>Consistency with State criteria.</i> A public agency must use the State criteria adopted pursuant to paragraph (a) of this section in determining whether a child has a specific learning disability.</p> <p>(Authority: 20 U.S.C. 1221e–3; 1401(30); 1414(b)(6))</p>	<p>grade-level standards established in Standards for Excellence (Chapter 29 of Title 6 of the NMAC); and</p> <p>(a) does not make sufficient progress to meet age or grade-level standards; or</p> <p>(b) exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, grade level standards or intellectual development.</p> <p>(5) <b>"Dyslexia"</b> means a specific learning disability that is neurobiological in origin and that is characterized by difficulty with accurate or fluent word recognition and by poor spelling and decoding abilities, which characteristics typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction and may result in problems in reading comprehension and reduced reading experience that may impede the growth of vocabulary and background knowledge.</p>	<p>CIMARRON MUNICIPAL SCHOOLS recognizes it must use the State criteria when determining whether a child has a Specific Learning Disability. In the specific learning disability category, CIMARRON MUNICIPAL SCHOOLS expects that evaluation teams adhere to NM TEAM (December 2017) when evaluating a student for a suspected learning disability, as a means of ensuring compliance with State criteria. (See <a href="#">OSEP Letter to Massanari</a> (September 24, 2007); see also <a href="#">OSEP Letter to Zirkel</a> (August 15, 2007).</p> <p>When designing and conducting an initial evaluation or reevaluation for an individual child suspected of having a learning disability using the severe discrepancy model, the Highly Recommended and Potential Additional components of an evaluation will be considered and followed as appropriate given the characteristics and needs of the individual child.</p> <p>Consistent with federal and New Mexico state regulations, two distinct models of determining SLD eligibility have been established: severe discrepancy and dual discrepancy. Regardless of the model, areas to be covered in an initial evaluation are identical. It is not the components but the interpretation and use of the results that differs from model to model. To successfully make an appropriate eligibility determination under the SLD category, CIMARRON MUNICIPAL SCHOOLS expects EDTs to understand the criteria for each of the methods (i.e., severe discrepancy and dual discrepancy). (See NM TEAM, December 2017)</p> <p>CIMARRON MUNICIPAL SCHOOLS implements the dual discrepancy model in kindergarten through third grade utilizing the student assistance team and the three-tier model of student intervention as defined and described in NM TEAM. The dual discrepancy model is optional for grades 4-6. Otherwise, the CIMARRON MUNICIPAL SCHOOLS uses the severe discrepancy model as defined and described in NM TEAM. (See NM TEAM, December 2017)</p>
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		<p>In addition, for any child who has been referred for an evaluation due to specific difficulties in reading or written expression, CIMARRON MUNICIPAL SCHOOLS expects that assessments be conducted to determine whether the child demonstrates the characteristics of dyslexia. Not all children with SLD in reading and/or written expression will demonstrate the characteristics of dyslexia, as dyslexia is defined as a specific pattern of processing deficits. However, CIMARRON MUNICIPAL SCHOOLS expects EDTs to consider dyslexia for all students referred for an evaluation for potential eligibility under the category of SLD in the areas of reading and/or written expression. (See NM TEAM, December 2017)</p> <p>CIMARRON MUNICIPAL SCHOOLS uses the NMPED manual, <a href="#">Dyslexia Handbook: A Guide to Teaching ALL Students to Read through Structured Literacy (2020)</a>, and <a href="#">New Mexico Technical Evaluation and Assessment Manual: Identification of Dyslexia Supplemental Narrative and Worksheet (2020)</a>, as its guiding documents in implementing the student intervention and identification of Dyslexia. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p>
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<p><a href="#">§ 300.308 Additional group members.</a></p>		
<p>The determination of whether a child suspected of having a specific learning disability is a child with a disability as defined in § 300.8, must be made by the child’s parents and a team of qualified professionals, which must include—</p> <p>(a)</p> <p>(1) The child’s regular teacher; or</p>		<p>CIMARRON MUNICIPAL SCHOOLS will ensure that a child suspected of having a specific learning disability (SLD) and needing special education services is evaluated by a group of qualified professionals, and that the eligibility determination is made by a group of qualified professionals and the parent.</p>

<p>(2) If the child does not have a regular teacher, a regular classroom teacher qualified to teach a child of his or her age; or</p> <p>(3) For a child of less than school age, an individual qualified by the SEA to teach a child of his or her age; and</p> <p>(b) At least one person qualified to conduct <i>individual</i> diagnostic examinations of children, such as a school psychologist, speech-language pathologist, or remedial reading teacher.</p> <p>(Authority: 20 U.S.C. 1221e-3; 1401(30); 1414(b)(6))</p>		<p>The requirement that the group of qualified professionals include “at least one person qualified to conduct individual diagnostic evaluations of children” allows decisions about the specific qualifications of the members to be made at the local level, so that the composition of the group may vary depending on the nature of the child’s suspected disability, the expertise of local staff, and other relevant factors. For example, for a child suspected of having an SLD in the area of reading, it might be important to include a reading specialist as part of the eligibility group. However, for a child suspected of having an SLD in the area of listening comprehension, it might be appropriate for the group to include a speech-language pathologist with expertise in auditory processing disorders. CIMARRON MUNICIPAL SCHOOLS will make these decisions on a case-by-case basis, taking into account individual factors. (See 71 Fed. Reg. 46650 (August 14, 2006))</p>
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<p><a href="#">§ 300.309 Determining the existence of a specific learning disability.</a></p>		
<p>(a) The group described in § 300.306 may <i>determine</i> that a child has a specific learning disability, as defined in § 300.8(c)(10), if—</p> <p>(1) The child does not achieve adequately for the child’s age or to meet State-approved grade-level standards in one or more of the following areas, when provided with learning experiences and instruction appropriate for the child’s age or State-approved grade-level standards:</p> <ul style="list-style-type: none"> <li>(i) Oral expression.</li> <li>(ii) Listening comprehension.</li> <li>(iii) Written expression.</li> <li>(iv) Basic reading skill.</li> </ul>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>B. The public agency shall follow a three-layer model of student intervention as a proactive system for early intervention for students who demonstrate a need for educational support for learning as set forth in Subsection D of 6.29.1.9 NMAC.[Correct citation is 6.29.1.9(E) NMAC]</p> <p>C. Criteria for identifying children with perceived specific learning disabilities.</p> <p>(1) Each public agency shall use the three-layer model of student intervention for students suspected of having a perceived specific learning disability, consistent with the department rules, policies and standards for children who are being referred for evaluation due to a suspected disability under the specific learning</p>	<p>CIMARRON MUNICIPAL SCHOOLS will ensure that the group of qualified professionals appropriately assesses the child’s academic achievement.</p> <p>CIMARRON MUNICIPAL SCHOOLS recognizes it must use the State criteria when determining whether a child has a Specific Learning Disability. In the specific learning disability category, CIMARRON MUNICIPAL SCHOOLS expects that evaluation teams adhere to NM TEAM (December 2017) when evaluating a student for a suspected learning disability, as a means of ensuring compliance with State criteria. (See <a href="#">OSEP Letter to Massanari</a> (September 24, 2007); see also <a href="#">OSEP Letter to Zirkel</a> (August 15, 2007).</p> <p>An initial evaluation for a specific learning disability may include (highly recommended): a review and consideration of SAT file documentation; gathering and analyzing development/educational, medical, family and</p>

<p>(v) Reading fluency skills.</p> <p>(vi) Reading comprehension.</p> <p>(vii) Mathematics calculation.</p> <p>(viii) Mathematics problem solving.</p> <p>(2)</p> <p>(i) The child does not make sufficient progress to meet age or State-approved grade-level standards in one or more of the areas identified in paragraph (a)(1) of this section when using a process based on the child’s response to scientific, research-based intervention; or</p> <p>(ii) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade-level standards, or intellectual development, that is determined by the group to be relevant to the identification of a specific learning disability, using appropriate assessments, consistent with §§300.304 and 300.305; and</p> <p>(3) The group determines that its findings under paragraphs (a)(1) and (2) of this section are not primarily the result of—</p> <p>(i) A visual, hearing, or motor disability;</p> <p>(ii) Mental retardation;</p> <p>(iii) Emotional disturbance;</p> <p>(iv) Cultural factors;</p> <p>(v) Environmental or economic disadvantage;</p>	<p>disability category in compliance with 34 CFR Sec. 300.307.</p> <p>(a) The public agency shall, subject to Subparagraph (d) of this paragraph, require that the group established under 34 CFR Secs. 300.306(a)(1) and 300.308 for the purpose of determining eligibility of students suspected of having a specific learning disability, consider data obtained during implementation of layer 1 and 2 in making an eligibility determination.</p> <p>(b) To ensure that underachievement in a child suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group shall consider, as part of the evaluation required in 34 CFR Secs. 300.304 through 300.306:</p> <p>(i) data that demonstrate that prior to, or as a part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and</p> <p>(ii) data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child's parents.</p> <p>...</p> <p>(2) Preschool children suspected of having a specific learning disability shall be evaluated in accordance with Subparagraph (f) of Paragraph (5) of Subsection A of 6.31.2.11 NMAC and 34 CFR Secs. 300.300 through 300.305, which may include the severe discrepancy model.</p> <p>(3) Public agencies shall implement the dual discrepancy model in kindergarten through third grade utilizing the student assistance team and the three-layer model of student intervention as defined and described in the New Mexico Technical Evaluation and</p>	<p>social history, including an interview with the parent(s) guardian(s); analyzing observation completed in the child’s learning environments including the general classroom setting, either through the SAT process or as part of the initial evaluation process; conducting a comprehensive assessment of cognitive abilities, including verbal and nonverbal skills; completing a systematic review of individual academic achievement, including formal and informal measures; administering an individual academic achievement in the area(s) of suspected disability for which instruction and intervention have been documented (required for all SLD areas, including oral expression and listening comprehension); conducting an assessment of processing skills in the areas related to the suspected area(s) of disability; conducting a transition assessment, including a vocational evaluation (as appropriate); and, when an evaluation in any area is unable to be completed using standardized measures, using alternative methods of obtaining student’s present levels of performance. (See NM TEAM, December 2017)</p> <p>CIMARRON MUNICIPAL SCHOOLS requires that evaluations include a review and/or assessment of all components within the specific area of difficulty. For example, if concerns are documented in any area of reading, all associated areas (e.g., phonics, fluency, phonemic awareness, vocabulary, and comprehension) must be reviewed and/or assessed. (See NM TEAM, December 2017)</p> <p>For any child who has been referred for an evaluation due to specific difficulties in reading or written expression, assessments should be conducted to determine whether the child demonstrates the characteristics of dyslexia. CIMARRON MUNICIPAL SCHOOLS recognizes that not all children with SLD in reading and/or written expression will demonstrate the characteristics of dyslexia, as dyslexia is defined as a specific pattern of processing deficits. (See NM TEAM, December 2017)</p>
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<p>or</p> <p>(vi) Limited English proficiency.</p> <p>(b) To ensure that underachievement in a child suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group must consider, as part of the evaluation described in §§ 300.304 through 300.306—</p> <p>(1) Data that demonstrate that prior to, or as a part of, the referral process, the child was provided appropriate instruction in regular education settings, delivered by qualified personnel; and</p> <p>(2) Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of student progress during instruction, which was provided to the child’s parents.</p> <p>(c) The public agency must promptly request <i>parental</i> consent to evaluate the child to determine if the child needs special education and related services, and must adhere to the timeframes described in §§ 300.301 and 300.303, unless extended by mutual written agreement of the child’s parents and a group of qualified professionals, as described in §300.306(a)(1)—</p> <p>(1) If, prior to a referral, a child has not made adequate progress after an appropriate period of time when provided instruction, as described in paragraphs (b)(1) and (b)(2) of this section; and</p> <p>(2) Whenever a child is referred for an evaluation.</p> <p>(Authority: 20 U.S.C. 1221e–3; 1401(30); 1414(b)(6))</p>	<p>Assessment Manual (New Mexico T.E.A.M.). Data on initial evaluations for perceived learning disabilities in kindergarten through grade three shall be submitted to the department through the student teacher accountability reporting system (STARS).</p> <p>(4) In identifying children with specific learning disabilities in grades four through 12, the public agency may use the dual discrepancy model as defined and described in the New Mexico T.E.A.M.or the severe discrepancy model as defined and described in New Mexico T.E.A.M.</p>	<p>Intellectual development is included as one of three standards of comparison, along with age and State-approved grade-level standards. The reference to “intellectual development” in this provision means that the child exhibits a pattern of strengths and weaknesses in performance relative to a standard of intellectual development such as commonly measured by IQ tests. Use of the term is consistent with the discretion provided in the IDEA in allowing the continued use of discrepancy models. (See 71 Fed. Reg. 46651 (August 14, 2006))</p> <p>Under the Dual Discrepancy Model, the results from the assessment of cognitive abilities should be utilized solely to determine the level of the student’s cognitive functioning. The data are not to be used for making discrepancy determinations. (See NM TEAM, December 2017)</p> <p>When using a significant discrepancy model, CIMARRON MUNICIPAL SCHOOLS evaluators will ensure that adequate data are gathered, recognizing that there is a substantial research base summarized in several recent consensus reports that does not support the hypothesis that a discrepancy model by itself can differentiate children with disabilities and children with general low achievement. (See 71 Fed. Reg. 46650 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the eligibility group considers the effect of cultural factors on a child’s performance. Such consideration should take into account multiple sources of information, including the home environment, language proficiency, and other contextual factors gathered in the evaluation. (See 71 Fed. Reg. 46655 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the group of qualified professionals eliminate all exclusionary factors before the group of qualified professionals and the parent reach the conclusion that the child is a child with a specific learning disability.</p>
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		<p>achievement during instruction was provided to the child’s parents.</p> <p>If the child has not made adequate progress under these conditions after an appropriate period of time, CIMARRON MUNICIPAL SCHOOLS will refer the child for an evaluation to determine if special education and related services are needed. Additionally, the child’s parents and the group of qualified professionals are permitted to extend the 60-day evaluation timelines for initial evaluation by mutual written agreement. (See 71 Fed. Reg. 46750 (August 14, 2006))</p>
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<p><a href="#">§ 300.310 Observation.</a></p> <p>(a) The public agency must ensure that the child is observed in the child’s learning environment (including the regular classroom setting) to document the child’s academic performance and behavior in the areas of difficulty.</p> <p>(b) The group described in § 300.306(a)(1), in <i>determining</i> whether a child has a specific learning disability, must decide to—</p> <p>(1) Use information from an observation in routine classroom instruction and monitoring of the child’s performance that was done before the child was referred for an evaluation; or</p> <p>(2) Have at least one member of the group described in §300.306(a)(1) conduct an observation of the child’s academic performance in the regular classroom after the child has been referred for an evaluation and parental consent, consistent with § 300.300(a), is obtained.</p> <p>(c) In the case of a child of less than school age or out of school, a group member must observe the child in an environment appropriate for a child of that</p>		<p>CIMARRON MUNICIPAL SCHOOLS believes important information can be obtained about a child through observation in the classroom, or for a child less than school age, in an environment appropriate for a child of that age. CIMARRON MUNICIPAL SCHOOLS believes that objective observations are essential to assessing a child’s performance and will be a part of routine classroom instruction. CIMARRON MUNICIPAL SCHOOLS will utilize appropriate observation and documentation of the child’s academic performance and behavior in the areas of difficulty to determine whether a child has a SLD. (See 71 Fed. Reg. 46659 (Monday, August 14, 2006))</p> <p>In the CIMARRON MUNICIPAL SCHOOLS, the observation is completed in the child’s learning environments including the general classroom setting, either through the SAT process or as part of the initial evaluation process. CIMARRON MUNICIPAL SCHOOLS expects that the observation be completed in all areas of difficulty.</p>
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<p>age.  (Authority: 20 U.S.C. 1221e-3; 1401(30); 1414(b)(6))</p>		
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<p><a href="#">§ 300.311 Specific documentation for the eligibility determination.</a></p> <p>(a) For a child suspected of having a specific learning <i>disability</i>, the documentation of the determination of eligibility, as required in § 300.306(a)(2), must contain a statement of—</p> <ol style="list-style-type: none"> <li>(1) Whether the child has a specific learning disability;</li> <li>(2) The basis for making the determination, including an assurance that the determination has been made in accordance with §300.306(c)(1);</li> <li>(3) The relevant behavior, if any, noted during the observation of the child and the relationship of that behavior to the child’s academic functioning;</li> <li>(4) The educationally relevant medical findings, if any;</li> <li>(5) Whether—             <ol style="list-style-type: none"> <li>(i) The child does not achieve adequately for the child’s age or to meet State-approved grade-level standards consistent with § 300.309(a)(1); and</li> <li>(ii)                 <ol style="list-style-type: none"> <li>(A) The child does not make sufficient progress to meet age or State-approved grade-level standards</li> </ol> </li> </ol> </li> </ol>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>C. Criteria for identifying children with perceived specific learning disabilities.</p> <ol style="list-style-type: none"> <li>(1) Each public agency shall use the three-layer model of student intervention for students suspected of having a perceived specific learning disability, consistent with the department rules, policies and standards for children who are being referred for evaluation due to a suspected disability under the specific learning disability category in compliance with 34 CFR Sec. 300.307.</li> </ol> <p>...</p> <p>(c) The documentation of the determination of eligibility, as required by 34 CFR Sec. 300.306(c)(1), shall meet the requirements of 34 CFR Sec. 300.311, including:</p> <ol style="list-style-type: none"> <li>(i) a statement of the basis for making the determination and an assurance that the determination has been made in accordance with 34 CFR Sec. 300.306(c)(1); and</li> <li>(ii) a statement whether the child does not achieve adequately for the child's age or to meet state-approved grade-level standards consistent with 34 CFR Sec. 300.309(a)(1); and</li> </ol>	<p>CIMARRON MUNICIPAL SCHOOLS will ensure that the written evaluation report prepared by the group of qualified professionals for a possible learning disability contains all of the requisite documentation. The report will address whether the child meets or continues to meet the specific eligibility criteria for a specific learning disability and whether, by reason of the child’s specific learning disability, the child needs or continues to need special education and related services.</p>
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<p>consistent with § 300.309(a)(2)(i); or</p> <p>(B) The child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, State-approved grade level standards or intellectual development consistent with §300.309(a)(2)(ii);</p> <p>(6) The determination of the group concerning the effects of a visual, hearing, or motor disability; mental retardation; emotional disturbance; cultural factors; environmental or economic disadvantage; or limited English proficiency on the child's achievement level; and</p> <p>(7) If the child has participated in a process that assesses the child's response to scientific, research-based intervention—</p> <p>(i) The instructional strategies used and the student-centered data collected; and</p> <p>(ii) The documentation that the child's parents were notified about—</p> <p>(A) The State's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided;</p> <p>(B) Strategies for increasing the child's rate of learning; and</p> <p>(C) The parents' right to request an evaluation.</p> <p>(b) Each group member must certify in writing whether</p>	<p>(iii) a statement whether the child does not make sufficient progress to meet age or grade-level standards consistent with 34 CFR Sec. 300.309(a)(2)(i), or the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, grade level standards or intellectual development consistent with 34 CFR Sec. 300.309(a)(2)(ii); and</p> <p>(iv) if the child has participated in a process that assesses the child's response to scientific, research-based intervention: a statement of the instructional strategies used and the student-centered data collected; documentation that the child's parents were notified about the state's policies regarding the amount and nature of student performance data that would be collected and the general education services that would be provided; strategies for increasing the child's rate of learning; and the parents' right to request an evaluation.</p>	
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<p>the report reflects the member’s conclusion. If it does not reflect the member’s conclusion, the group member must submit a separate statement presenting the member’s conclusions.</p> <p>(Authority: 20 U.S.C. 1221e-3; 1401(30); 1414(b)(6))</p>		
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<p><u>INDIVIDUALIZED EDUCATION PROGRAMS</u></p>		
<p><u>§ 300.320 Definition of individualized education program.</u></p>		
<p>(a) <i>General.</i> As used in this part, the term individualized education program or IEP means a written statement for each child with a disability that is developed, reviewed, and revised in a meeting in accordance with §§ 300.320 through 300.324, and that must include—</p> <p>(1) A statement of the child’s present levels of academic achievement and functional performance, including –</p> <p>(i) How the child’s disability affects the child’s involvement and progress in the general education curriculum (i.e., the same curriculum as for nondisabled children); or</p> <p>(ii) For preschool children, as appropriate, how the disability affects the child’s participation in appropriate activities.</p> <p>(2)</p> <p>(i) A statement of measurable annual goals, including academic and functional goals designed to—</p> <p>(A) Meet the child’s needs that result from the child’s disability to enable the child to be involved in and make progress in the general education curriculum; and</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>B. Individualized education programs (IEPs).</p> <p>(1) Except as provided in 34 CFR Secs. 300.130 through 300.144 for children enrolled by their parents in private schools, each public agency shall (1) develop, implement, review and revise an IEP in compliance with all applicable requirements of 34 CFR Secs. 300.320 through 300.328 and these or other department rules and standards for each child with a disability within its educational jurisdiction; and (2) shall ensure that an IEP is developed, implemented, reviewed and revised in compliance with all applicable requirements of 34 CFR Sec. 300.320 through 300.328, and these or other department rules and standards for each child with a disability who is placed in or referred to a private school or facility by the public agency.</p> <p>...</p> <p>E. Participation in statewide and district-wide assessments. Each local educational agency and other public agencies when applicable shall include all children with disabilities in all statewide and district-wide assessment programs. Each public agency shall collect and report performance results in compliance with the requirements of 34 CFR Sec. 300.157 and Sec. 1111(h) of the Elementary and Secondary Education Act, and</p>	<p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP for every child with a disability includes a statement of the child’s “functional performance” <u>and</u> “academic performance” since IDEA requires both, and therefore, neither can be omitted. (See 71 Fed. Reg. 46662 (August 14, 2006))</p> <p>“Functional” is a term that CIMARRON MUNICIPAL SCHOOLS generally understands to refer to skills or activities that are not considered academic or related to a child’s academic achievement. Instead, “functional” is often used in the context of routine activities of everyday living. (See 71 Fed. Reg. 46661 (August 14, 2006))</p> <p>Neither the IDEA nor CIMARRON MUNICIPAL SCHOOLS requires goals to be written for each specific discipline. (See 71 Fed. Reg. 46662 (August 14, 2006)) Instead, for example, if the IEP Team has determined that a student needs speech and language therapy services as a component of FAPE, the IEP must include goals that address the student’s need to develop and/or improve communication-related skills; however, it would not be necessary to label the goals as “speech therapy” goals. Therefore, if the IEP includes goals which appropriately address the student’s need to develop communication-related skills, no additional or separate “therapy” goals are required. (See <a href="#">OSEP Letter to Hayden</a> (Oct. 3, 1994))</p>

<p>(B) Meet each of the child’s other educational needs that result from the child’s disability;</p> <p>(ii) For children with disabilities who take alternate assessments aligned to alternate achievement standards, a description of benchmarks or short- term objectives;</p> <p>(3) A description of—</p> <p>(i) How the child’s progress toward meeting the annual goals described in paragraph (2) of this section will be measured; and</p> <p>(ii) When periodic reports on the progress the child is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided;</p> <p>(4) A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the child, or on behalf of the child, and a statement of the program modifications or supports for school personnel that will be provided to enable the child—</p> <p>(i) To advance appropriately toward attaining the annual goals;</p> <p>(ii) To be involved in and make progress in the general education curriculum in accordance with paragraph (a)(1) of this section, and to participate in extracurricular and other nonacademic activities; and</p> <p>(iii) To be educated and participate with other</p>	<p>any additional requirements established by the department. Students with disabilities may participate:</p> <p>(1) in the appropriate general assessment in the same manner as their nondisabled peers; this may include the use of adaptations that are deemed appropriate for all students by the department; or</p> <p>(2) in the appropriate general assessment with appropriate accommodations in administration if necessary; public agencies shall use the current guidance from the department about accommodations as specified in the student’s IEP; or</p> <p>(3) in alternate assessments for the small number of students for whom alternate assessments are appropriate under the department’s established participation criteria; the IEP team shall agree and document that the student is eligible for participation in an alternate assessment based on alternate achievement standards according to 34 CFR Sec. 300.320(a)(6).</p> <p>...</p> <p>G. Graduation planning and post-secondary transitions.</p> <p>(1) The IEP for each child with a disability in grades 8 through 12 is developed, implemented and monitored in compliance with all applicable requirements of the department’s standards for excellence, (Chapter 29 of Title 6 of the NMAC), and these or other department rules and standards. The graduation plan shall be integrated into the transition planning and services provided in compliance with 34 CFR Secs. 300.320(b), and 300.324(c).</p> <p>(a) Graduation plans shall include the course of study, projected date of graduation and if the child is not on target for the graduation plan, the strategies and responsibilities of the public agency, child and family shall be identified in the IEP.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP for every child with a disability includes functional and academic measurable annual goals. CIMARRON MUNICIPAL SCHOOLS will further ensure that the IEP of a child who takes the NM Alternate Assessment includes benchmarks or short-term objectives.</p> <p>IDEA does not require goals to have outcomes and measures on a specific assessment tool. However, CIMARRON MUNICIPAL SCHOOLS expects that the goals be objectively measurable. (See 71 Fed. Reg. 46662 (August 14, 2006))</p> <p>Report cards and quarterly report cards are examples of when periodic reports on the child’s progress toward meeting the annual goals might be provided. The specific times that progress reports are to be provided to parents and the specific manner and format in which a child’s progress toward meeting the annual goals is reported are best left to State and CIMARRON MUNICIPAL SCHOOLS officials to determine. (See 71 Fed. Reg. 46664 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team determines for each individual child how progress toward meeting the annual goals will be measured, and when parents will be provided with periodic reports of the child’s progress. CIMARRON MUNICIPAL SCHOOLS will maintain copies of the progress reports provided to parents.</p> <p>CIMARRON MUNICIPAL SCHOOLS permits use of electronic mail to provide parents with their child’s IEPs and related documentation, such as progress reports provided that the parents agree to use the electronic mail option, and has safeguards in place to ensure the integrity of the process. (See <a href="#">OSEP Letter to Breton</a> (2014))</p> <p>If the child fails to make progress under the IEP, CIMARRON MUNICIPAL SCHOOLS expects that the</p>
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<p>children with disabilities and nondisabled children in the activities described in this section;</p> <p>(5) An explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class and in the activities described in paragraph (a)(4) of this section;</p> <p>(6)</p> <p>(i) A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the child on State and district wide assessments consistent with section 612(a)(16) of the Act; and</p> <p>(ii) If the IEP Team determines that the child must take an alternate assessment instead of a particular regular State or district wide assessment of student achievement, a statement of why—</p> <p>(A) The child cannot participate in the regular assessment; and</p> <p>(B) The particular alternate assessment selected is appropriate for the child; and</p> <p>(7) The projected date for the beginning of the services and modifications described in paragraph (a)(4) of this section, and the anticipated frequency, location, and duration of those services and modifications.</p> <p>(b) <i>Transition services.</i> Beginning not later than the first IEP to be in effect when the child turns 16, or younger if determined appropriate by the IEP Team, and updated annually, thereafter, the IEP must include—</p>	<p>(b) Graduation options for children with disabilities at Paragraph (13) of Subsection J of 6.29.1.9 NMAC (correct citation is 6.29.1.9 (K) NMAC) must align with state standards with benchmarks when appropriate.</p> <p>(c) An alternative degree that does not fully align with the state’s academic standards, such as a certificate or high school equivalency credential, does not end a child’s right to FAPE pursuant to 34 CFR Sec. 300.102(a)(3).</p> <p>(2) Appropriate post-secondary transition planning for children with disabilities is essential. Public agencies shall integrate transition planning into the IEP process pursuant to 34 CFR Secs. 300.320(b), and 300.324(c) and shall establish and implement appropriate policies, procedures, programs and services to promote successful post-secondary transitions for children with disabilities. Transition services for students 14-21 include the following.</p> <p>(a) Transition services are a coordinated set of activities for a child with a disability that emphasizes special education and related services designed to meet unique needs and prepare them for future education, employment and independent living.</p> <p>(b) Transition services are designed to be within a results oriented process that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child’s movement from school to post-school activities, including post-secondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living or community participation.</p> <p>(c) Transition services shall be based on the individual child’s needs, taking into account the</p>	<p>IEP be reviewed and the reasons for the lack of progress be identified. If necessary, CIMARRON MUNICIPAL SCHOOLS expects that the IEP will be revised to assist the child in achieving his/her annual goals, and that any services needed to achieve those goals will be included in the IEP, including both special education and related services. (See <a href="#">OSEP Letter to Morris</a> (August 15, 2007))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not require all IEP Team meetings to include a focused discussion on research-based methods as such requirements are unnecessary and would be overly burdensome. (See 71 Fed. Reg. 46665 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS expects that school personnel will select and use methods that research has shown to be effective, to the extent that methods based on peer-reviewed research are available. This does not mean that the service with the greatest body of research is the service necessarily required for a child to receive FAPE. (See 71 Fed. Reg. 46665 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that there is nothing in the Act to suggest that the failure of a public agency to provide services based on peer-reviewed research would automatically result in a denial of FAPE. (See 71 Fed. Reg. 46665 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not require that every IEP include specific instructional methodologies. CIMARRON MUNICIPAL SCHOOLS recognizes the U.S. Department of Education’s longstanding position that it is an IEP Team decision whether to include instructional methods in an IEP. Therefore, if an IEP Team determines that specific instructional methods are necessary for the child to receive a FAPE, then instructional methods may be addressed in the IEP. (See 71 Fed. Reg. 46665 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS expects that that the amount of services in an IEP shall be clearly stated</p>
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<p>(1) Appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and</p> <p>(2) The transition services (including courses of study) needed to assist the child in reaching those goals.</p> <p>(c) <i>Transfer of rights at age of majority.</i> Beginning not later than one year before the child reaches the age of majority under State law, the IEP must include a statement that the child has been informed of the child’s rights under Part B of the Act, if any, that will transfer to the child on reaching the age of majority under § 300.520.</p> <p>(d) <i>Construction.</i> Nothing in this section shall be construed to require—</p> <p>(1) That additional information be included in a child’s IEP beyond what is explicitly required in section 614 of the Act; or</p> <p>(2) The IEP Team to include information under one component of a child’s IEP that is already contained under another component of the child’s IEP.</p> <p>(Authority: 20 U.S.C. 1414(d)(1)(A) and (d)(6))</p>	<p>child’s strengths, preferences and interests and includes:</p> <p>(i) instruction;</p> <p>(ii) related services;</p> <p>(iii) community experiences;</p> <p>(iv) the development of employment and other post-school adult living objectives; and</p> <p>(v) when appropriate, acquisition of daily living skills and the provision of a functional vocational evaluation.</p> <p>(d) Transition services for children with disabilities may be considered special education, if provided as individually designed instruction, aligned with the state standards with benchmarks, or related service, if required to assist a child with a disability to benefit from special education as provided in 34 CFR Sec. 300.43.</p> <p>(3) State rules require the development of measurable post-school goals beginning not later than the first IEP to be in effect when the child turns 14, or younger, if determined appropriate by the IEP team, and updated annually thereafter. Pursuant to 34 CFR Sec. 300.320(b), the IEP shall include:</p> <p>(a) appropriate measurable post-secondary goals based upon age appropriate transition assessments related to training, education, employment and where appropriate, independent living skills;</p> <p>(b) the transition services (including courses of study) needed to assist the child in reaching those goals; and</p> <p>(c) a statement that the child has been informed of the child’s rights under this title, if any, that will</p>	<p>in a manner that is appropriate to each specific service and clear to all who are involved in the development and implementation of the child's IEP. The statement of the amount of each specific service must be sufficiently specific to reflect the commitment of CIMARRON MUNICIPAL SCHOOLS resources to the particular service to ensure that the child's IEP addresses the child's identified educational needs. CIMARRON MUNICIPAL SCHOOLS does not permit using ranges of time to express the CIMARRON MUNICIPAL SCHOOLS’s level of commitment to a particular special educational or related service since a child's IEP would not contain the specific amount of time committed for that service. (See <a href="#">OSEP Letter to Akron</a> (1990))</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the following key guidance documents:</p> <ul style="list-style-type: none"> <li>■ NMPED Memorandum containing guidance regarding <a href="#">Frequency of Service Stated on an IEP</a> (September 8, 2004), available through the NMPED website.</li> <li>■ From LRP Publications, Mountain Plains Regional Resource Center, and Parent Alliance, an <a href="#">Overview of Special Education Transportation: A Primer for Parents and Educators</a> (2003), available through the NMPED website.</li> </ul> <p>CIMARRON MUNICIPAL SCHOOLS understands its obligation to ensure FAPE is made available in accordance with the IEP. However, when the student is not present at school due to illness or family initiated activity, and the District otherwise makes the IEP services available at the normally scheduled time, the District is not obligated to make other arrangements to provide the missed services. (<a href="#">See Letter to Balkman</a> (OSEP 1995).</p> <p>If a student cannot receive IEP services because the student does not attend school due to a field trip, other school activity, or when school personnel (related</p>
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	<p>transfer to the child on reaching the age of majority.</p> <p>(4) Measurable post school goals refer to goals the child seeks to achieve after high school graduation. The goals shall be measurable while the child is still in high school. In addition, the nature of these goals will be different depending on the needs, abilities and wishes of each individual child.</p> <p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>K. Transfer of parental rights to students at age 18.</p> <p>...</p> <p>(2) Pursuant to 34 CFR Sec. 300.320(c), each annual IEP review for a child who is age 14 or older shall include a discussion of the rights that will transfer when the child turns age 18 and, as appropriate, a discussion of the parents' plans for obtaining a guardian before that time. The IEP of a child who is age 14 or older shall include a statement that the child and the parent have been informed of the rights that will transfer to the child at age 18.</p> <p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>A. "Ability program of study" means an alternative graduation option for students with disabilities. This option is based on the student's meeting or exceeding IEP goals and objectives, with or without reasonable accommodations of delivery and assessment methods, referencing skill attainment at a student's ability level which provides a clear and coordinated transition to meaningful employment or other appropriate day habilitation or community membership and independent living, as appropriate to meet anticipated functional needs.</p> <p>...</p> <p>H. "Career readiness program of study" means an alternative graduation option for students with</p>	<p>service providers) attend professional development conferences or other school related activities, the district is generally responsible for making alternative arrangements to provide the missed services. (<a href="#">See Letter to Balkman</a> ( OSEP 1995).</p> <p>CIMARRON MUNICIPAL SCHOOLS's IEP teams will follow NMPED guidelines when determining how a child will participate in the New Mexico Statewide Assessment Program, including how to select allowable accommodations and decide whether a child with a disability meets the criteria to be assessed based on modified or alternate academic achievement standards.</p> <p>CIMARRON MUNICIPAL SCHOOLS will use the most current forms and follow the most current guidance of the NMPED as reflected in the <a href="#">New Mexico Statewide Assessment Accommodations and Accessibility Manual 2020-2021</a>. This guidance is updated annually by the NMPED.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team timely conducts graduation planning and addresses all IDEA and State requirements for graduation.</p> <p>NMPED has issued a guidance document regarding <a href="#">Graduation Options for Students with Disabilities</a> (January 2021), available through the NMPED website. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team timely complies with the requirements for transfer of rights at age of majority.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team complies with the IDEA transition provisions beginning no later than the first IEP to be in</p>
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	<p>disabilities. This option is based on meeting the department's employability and career education standards with benchmarks and performance standards as identified in the student's IEP.</p> <p>...</p> <p>AG. "Standard program of study" means a program of study that is based on the student's meeting or exceeding all requirements for graduation as specified in Section 22-13-1.1 NMSA 1978.</p> <p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>K. Graduation requirements.</p> <p>...</p> <p>(13) Graduation requirements for issuance of a conditional certificate of transition for students with an IEP. The development of a program of study and the granting of a diploma, or use of a conditional certificate of transition in the form of a continuing or transition individualized educational program (IEP) for students receiving special education services, includes the following governing principles:</p> <p>(a) The IEP team is responsible for determining whether the student has completed a planned program of study based on the student's strengths, interests, preferences, identified educational and functional needs and long-term educational or occupational goals, making the student eligible to receive either a diploma or a conditional certificate of transition. A conditional certificate of transition allows the student to participate in graduation activities. If a student receives a conditional certificate of transition, the student shall then return to the program specified in the IEP to complete the student's secondary program and meet the requirements for a diploma. In addition, all IEPs shall provide a description of how the student's progress toward meeting annual goals</p>	<p>effect when the child turns 14, or younger if appropriate, and updated annually thereafter.</p> <p>If an IEP Team chooses to address transition before age 14, CIMARRON MUNICIPAL SCHOOLS understands that the same requirements apply. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A F-3)</p> <p>CIMARRON MUNICIPAL SCHOOLS expects that the IEP Team include in the IEP measurable postsecondary goals based on age-appropriate transition assessments for every 14-year-old (and beyond) student with a disability regardless of the student's skill levels relating to education, employment, and training. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A F-1)</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that the only area in which postsecondary goals are not required in the IEP is in the area of independent living skills. Goals in the area of independent living are required only if appropriate. It is up to the child's IEP Team to determine whether IEP goals related to the development of independent living skills are appropriate and necessary for the child to receive FAPE. (See 71 Fed. Reg. 46668 (August 14, 2006); see also, <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A F-2)</p> <p>CIMARRON MUNICIPAL SCHOOLS expects IEP teams to draft measurable postsecondary transition goals. However, nothing in the IDEA requires CIMARRON MUNICIPAL SCHOOLS to measure the child's progress on these postsecondary transition goals, or provide any special education services to the child after the child has graduated from a regular high school or exceeded the mandatory age range for FAPE. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A F-4)</p> <p>IDEA 2004 required the U.S. Department of Education to develop a model IEP form. The U.S. Department of</p>
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	<p>and graduation requirements will be measured, and at what intervals progress will be reported to parents or guardians. A student shall be awarded a diploma upon completion of a planned program of study that meets the requirements of paragraph (b).</p> <p>(b) A student may be awarded a diploma (Section 22-13-1.1 NMSA 1978) using any of the following programs of study described in (i) through (iii). All IEP team discussion points and decisions identified herein, including the identification of the student's program of study and any student or parent proposals accepted or rejected by the IEP team (if the student has not reached the age of majority), shall be documented on the student's IEP and in the prior written notice (PWN) of proposed action.</p> <p>(i) A standard program of study is based upon meeting or exceeding all requirements for graduation based on the New Mexico standards for excellence (Subsection K of 6.29.1.9 NMAC) with or without reasonable accommodations of delivery and assessment methods. In addition, a student shall pass all sections of the current state graduation examination(s) administered pursuant to Section 22-13-1.1(I) NMSA 1978 under standard administration or with state-approved accommodations, and shall meet all other standard graduation requirements of the district.</p> <p>(ii) A career readiness alternative program of study is developed to provide relevance and is based on a student's career interest as it relates to one of the career clusters, with or without reasonable accommodations of delivery and assessment methods. In addition, a student shall take the current state graduation examination(s) administered pursuant to</p>	<p>Education has developed an IEP form to assist States and school districts in understanding the IEP content requirements. The <a href="#">Model Form: Individualized Education Program</a> developed by the U.S. Department of Education is available through the U.S. Department of Education's website.</p> <p>NMPED has also developed a model IEP form along with a guide, <a href="#">Developing Quality IEPs</a>, available through the NMPED website.</p> <p>CIMARRON MUNICIPAL SCHOOLS uses a localized IEP form based upon the NMPED form and guidance document.</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), will inform appropriate personnel of the NMPED guide to developing quality IEPs.</p> <p>CIMARRON MUNICIPAL SCHOOLS expects that IEP Teams document consideration of the IEP requirements with sufficient detail to show they complied with the requirement to develop, review, and revise the IEP. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-7)</p>
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	<p>Subsection K of Section 22-13-1.1 NMSA 1978, under standard administration or with state-approved accommodations as determined by the SEA. Once the student has attempted the state graduation examination and is unable to meet the minimum requirements on all sections of the assessments and achieve a level of competency, the IEP team can set the minimum passing scores. The student shall earn at least the minimum number of credits required by the district or charter school for graduation through standard or alternative courses that address the employability and career development standards with benchmarks and performance standards, as determined by the IEP team. Course work shall include a minimum of four units of career development opportunities and learning experiences that may include any of the following: career readiness and vocational course work, work experience, community-based instruction, student service learning, job shadowing, mentoring or entrepreneurships related to the student's occupational choices. Credits for work experience shall be related to the program of study that the school offers and specific to the district's ability to offer work experience or community-based instruction credits. The student shall achieve competency in all areas of the employability and career development standards with benchmarks and performance standards, as determined by the IEP team and the student's interest as it relates to the career clusters. The program of study shall address the New Mexico content standards with benchmarks and performance standards in other subject areas as appropriate.</p>	
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	<p>(iii) An ability program of study was developed for students who have a significant cognitive disability or severe mental health issues. The IEP goals and functional curriculum course work shall be based on the New Mexico standards with benchmarks and performance standards and employability and career development standards with benchmarks and performance standards. Students in this program of study shall earn the minimum number of credits or be provided equivalent educational opportunities required by the district or charter school, with course work individualized to meet the unique needs of the student through support of the IEP. In addition, a student shall take either the current state graduation examination(s) administered pursuant to Subsection K of Section 22-13-1.1 NMSA 1978, under standard administration or with state-approved accommodations, or the state-approved alternate assessment. The student shall achieve a level of competency pre-determined by the student's IEP team on the current graduation examination or the state-approved alternate assessment, and meet all other graduation requirements established by the IEP team.</p> <p>(c) The new requirements for the career readiness and ability pathways become effective beginning with students graduating in 2009.</p> <p>(d) By the end of the eighth grade, each student's IEP shall contain a proposed individual program of study for grades nine through twelve. The program of study shall identify by name all course options the student may take and shall align with the student's long-range measurable post-secondary goals and transition services to facilitate a smooth transition to high</p>	
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	<p>school and beyond. This program of study shall be reviewed on an annual basis and adjusted to address the student's strengths, interests, preferences and areas of identified educational and functional needs. The IEP team shall document on the IEP the student's progress toward earning required graduation credits and passing the current graduation examination.</p> <p>(e) A district or charter school shall provide each student, who has an IEP and who graduates or reaches the maximum age for special education services, a summary of the student's academic achievement and functional performance, which shall include recommendations on how to assist the student in meeting post-secondary goals.</p> <p>(f) Students graduating on the standard program of study shall meet the state's minimum requirements on all sections of the graduation examination. IEP teams shall document a plan of action on the IEP and the PWN to be carried out by both the student and the district or charter school, to ensure that the student will pass all sections of the graduation examination.</p> <p>(g) To establish a level of proficiency on the current graduation examination or the state-approved alternate assessment for students on a career readiness program of study or ability program of study, IEP teams shall review the student's performance on the first attempt, and establish a targeted proficiency on all sections that are below the state's minimum requirement. For those students who meet participation criteria for the New Mexico alternate assessment, IEP teams shall set targeted levels of proficiency based upon previous performance on the test. If the student has previously been administered the New Mexico alternate assessment and has achieved an advanced level of overall performance, the IEP team shall arrange for the student to participate in the general graduation examination, and shall identify appropriate</p>	
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	<p>accommodations that the student may require. IEP teams shall document the targeted levels of proficiency on the IEP and the PWN, outlining the plan of action to be taken by both the student and the district or charter school to ensure that the student will meet the targeted levels of proficiency. Districts or charter schools may submit a written request for a waiver to the secretary in cases where a student has medical or mental health issues that may result in regression or that negatively influence the student's ability to achieve targeted levels of proficiency. The written request shall be signed by the superintendent or charter school administrator and shall include documentation of the medical or mental health issues.</p> <p>(h) Changes in programs of study.</p> <p>(i) Departures from the standard program of study for students receiving special education services and supports shall be considered in the order of the options listed in Subparagraph (b) of Paragraph (13) of Subsection K of 6.29.1.9 NMAC. Any modified program of study may depart from a standard program of study only so far as is necessary to meet an individual student's educational needs as determined by the IEP team. Districts and charter schools are obligated to meet the requirements of IDEA to provide students with IEPs on any one of the three programs of study, and access to the general curriculum in the least restrictive environment. When an alternative program of study is developed, a building administrator or designee who has knowledge about the student shall be a member of the IEP team</p> <p>(ii) Districts and charter schools shall document changes from the standard program of study on the PWN. IEP teams</p>	
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	<p>shall identify the reasons for changing the student's program of study, shall provide parents with clear concise explanations of the career readiness or ability programs of study, shall notify parents and students of the potential consequences that may limit the student's post-secondary options, and shall make required changes to the IEP and course of study, to ensure that the student meets the requirements of that program of study.</p> <p>(iii) The IEP team shall not change the program of study for a student entering the final year of high school (not the cohort with which the student entered high school) from the standard program of study to the career readiness program of study, nor from the career readiness program of study to the ability program of study, after the 20th school day of the final year of high school. IEP teams may change a student's program of study from the ability program of study to the career readiness program of study, or from the career readiness program of study to the standard program of study, if the student meets the graduation requirements of that program of study and if the change is made and documented appropriately in a revised IEP and PWN by a properly constituted IEP team in a properly convened meeting.</p> <p>(i) A student who receives special education services may be granted a conditional certificate of transition in the form of a continuing or transition IEP when:</p> <p>(i) the IEP team provides sufficient documentation and justification that the issuance of a conditional certificate of transition for an individual student is warranted;</p>	
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	<ul style="list-style-type: none"> <li>(ii) prior to the student's projected graduation date, the IEP team provides a PWN stating that the student will receive a conditional certificate of transition;</li> <li>(iii) the district or charter school ensures that a conditional certificate of transition is not a program of study and does not end the student's right to a FAPE;</li> <li>(iv) the district or charter school ensures that a conditional certificate of transition entitles a student who has attended four years or more of high school to participate in graduation activities, and requires that the student continue receiving special education supports and services needed to obtain the high school diploma;</li> <li>(v) the district or charter school ensures that, prior to receiving a conditional certificate of transition, the student has a continuing or transition IEP;</li> <li>(vi) the student's continuing or transition IEP outlines measures, resources and specific responsibilities for both the student and the district or charter school to ensure that the student receives a diploma.</li> <li>(j) A student who does not return to complete the program of study as outlined in the continuing or transition IEP will be considered as a dropout.</li> <li>(k) A student who receives a conditional certificate of transition is eligible to continue receiving special education services until receipt of a diploma or until the end of the academic year in which the student becomes 22 years of age.</li> <li>(l) Graduation plans shall be a part of all IEPs: <ul style="list-style-type: none"> <li>(i) by the end of eighth grade, or by the time the student turns 14 years of age, and concurrent with the development of the</li> </ul> </li> </ul>	
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	<p>student's transition plan in accordance with federal regulations at 34 CFR 300.320;</p> <ul style="list-style-type: none"> <li>(ii) when a student returns to a school after an extended absence, and if an IEP program of study may have been developed but needs to be reviewed; or</li> <li>(iii) when evaluations warrant the need for a modified program of study at any time after development of an initial graduation plan.</li> </ul> <p>(m) Graduation plans shall be a part of all of all IEPs and annual reviews, and shall follow the student in all educational settings. Receiving institutions that fall under the department's jurisdiction will recognize these graduation plans, subject to revision by new IEP teams, if appropriate to meet a student's changing needs.</p> <p>(n) At the exit IEP meeting, the team shall review the student's transition plan, and shall confirm and document that all state and district requirements for graduation under the final IEP have been satisfied. A building administrator who has knowledge about the student shall be a member of this team, and shall sign specifically to verify and accept completed graduation plans, goals and objectives pursuant to (i) - (iii) of Subparagraph (b) of Paragraph (13) of Subsection K of 6.29.1.9 NMAC, or plans for a conditional certificate of transition with a continuing or transition IEP, pursuant to Subparagraph (i) of Paragraph (13) of Subsection K of 6.29.1.9 NMAC. The IEP team shall ensure that the student has current and relevant evaluations, reports or other documentation necessary to support a smooth and effective transition to post-secondary services for a student who will graduate on one of the three programs of study. The school shall arrange for any necessary information to be provided at no cost to the students or parents.</p>	
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	<p>The school shall submit a list of students who will receive the diploma through a career readiness or ability program of study to the local superintendent or charter school administrator, using the students' identification numbers. This list shall be totaled and submitted to the local school board or governing body of a charter school. This information shall be treated as confidential in accordance with the FERPA.</p> <ul style="list-style-type: none"> <li>(o) Students eligible for special education services are entitled to a FAPE through age 21. If a student turns 22 during the school year, the student shall be allowed to complete the school year. If a student becomes 22 prior to the first day of the school year, the student is no longer eligible to receive special education services.</li> <li>(p) The receipt of a diploma terminates the service eligibility of students with special education needs.</li> <li>(q) All diplomas awarded by a school district or charter school shall be identical in appearance, content and effect, except that symbols or notations may be added to individual students' diplomas to reflect official school honors or awards earned by students.</li> </ul> <p>-----</p> <p><b>NMSA 1978, § 21-21N-3: Tuition scholarships authorized; qualified students</b></p> <p>D. . . . The definition of "qualified student" notwithstanding, a New Mexico resident who has to leave the state to receive an education pursuant to the federal Individuals with Disabilities Education Act shall be eligible for a tuition scholarship if the student graduated from an accredited high school in another state and otherwise meets the qualifications for a tuition scholarship pursuant to the definition of "qualified student" and this section.</p>	
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<p><a href="#">§ 300.321 IEP Team.</a></p> <p>(a) <i>General.</i> The public agency must ensure that the IEP Team for each child with a disability includes—</p> <ol style="list-style-type: none"> <li>(1) The parents of the child;</li> <li>(2) Not less than one regular education teacher of the child (if the child is, or may be, participating in the regular education environment);</li> <li>(3) Not less than one special education teacher of the child, or where appropriate, not less than one special education provider of the child;</li> <li>(4) A representative of the public agency who—             <ol style="list-style-type: none"> <li>(i) Is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;</li> <li>(ii) Is knowledgeable about the general education curriculum; and</li> <li>(iii) Is knowledgeable about the availability of resources of the public agency.</li> </ol> </li> <li>(5) An individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in paragraphs (a)(2) through (a)(6) of this section;</li> <li>(6) At the discretion of the parent or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate; and</li> <li>(7) Whenever appropriate, the child with a disability.</li> </ol>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>A. Preschool programs for children aged 3 through 5.</p> <p>...</p> <p>(5) In particular:</p> <p>...</p> <p>(g) Development of IFSP, IEP or IFSP-IEP.</p> <ol style="list-style-type: none"> <li>(i) The IFSP, IEP, or IFSP-IEP will be developed by a team constituted in compliance with 34 CFR Sec. 300.321 that includes parents. For children transitioning from Part C programs to Part B programs, the team must also include one or more early intervention providers who are knowledgeable about the child. “Early intervention providers” are defined as Part C service coordinators or other representatives of the Part C system.</li> <li>(ii) For each child transitioning from a Part C program to a Part B preschool program, the LEA shall initiate a meeting to develop the eligible child’s IFSP, IEP or IFSP-IEP, in accordance with 34 CFR Sec. 300.124. The IFSP, IEP or IFSP must be developed and implemented no later than the child’s third birthday, consistent with 34 CFR Sec. 300.101(b).</li> </ol> <p>...</p> <p>B. Individualized education programs (IEPs).</p> <p>...</p> <p>(3) Except as provided in 34 CFR Sec. 300.324(a)(4), each IEP shall include the signature and position of each member of the IEP team and other participants in the IEP meeting to document their attendance. Written notice of actions proposed or refused by the</p>	<p>CIMARRON MUNICIPAL SCHOOLS determines the specific personnel to fill the roles for the school district’s required participants at the IEP Team meeting. A parent does not have a legal right to require other school district members of the IEP Team to attend an IEP Team meeting. Therefore, if a parent invites other CIMARRON MUNICIPAL SCHOOLS personnel who are not designated by the CIMARRON MUNICIPAL SCHOOLS to be on the IEP Team, they are not required to attend. However, CIMARRON MUNICIPAL SCHOOLS will work with parents to try to accommodate reasonable requests for the participation of particular school personnel in an IEP Team meeting. (See 71 Fed. Reg. 46674 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that each IEP Team meeting is duly constituted. CIMARRON MUNICIPAL SCHOOLS recognizes the uniquely valuable contributions of each IEP Team member. Therefore, CIMARRON MUNICIPAL SCHOOLS will not agree to routinely excuse IEP Team members. When a required member is unable to attend an IEP Team meeting, CIMARRON MUNICIPAL SCHOOLS will carefully consider, based on the individual needs of the child and the issues that need to be addressed at the IEP Team meeting, whether it makes sense to offer to hold the IEP Team meeting without a particular required IEP Team member in attendance or whether it would be better to reschedule the meeting so that the IEP Team member can attend and participate in the discussion. Parents will not be pressured into agreeing or consenting to an excusal of a required IEP Team member. An IEP Team meeting cannot take place without all required members present for the duration of the meeting unless the excusal provisions (300.321(e)) have been fully satisfied.</p> <p>CIMARRON MUNICIPAL SCHOOLS will comply with the excusal provisions (300.321(e)) before a required member of the IEP Team is excused from the</p>
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<p>(b) <i>Transition services participants.</i></p> <p>(1) In accordance with paragraph (a)(7) of this section, the public agency must invite a child with a disability to attend the child’s IEP Team meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the child and the transition services needed to assist the child in reaching those goals under §300.320(b).</p> <p>(2) If the child does not attend the IEP Team meeting, the public agency must take other steps to ensure that the child’s preferences and interests are considered.</p> <p>(3) To the extent appropriate, with the consent of the parents or a child who has reached the age of majority, in implementing the requirements of paragraph (b)(1) of this section, the public agency must invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services.</p> <p>(c) <i>Determination of knowledge and special expertise.</i> The determination of the knowledge or special expertise of any individual described in paragraph (a)(6) of this section must be made by the party (parents or public agency) who invited the individual to be a member of the IEP Team.</p> <p>(d) <i>Designating a public agency representative.</i> A public agency may designate a public agency member of the IEP Team to also serve as the agency representative, if the criteria in paragraph (a)(4) of this section are satisfied.</p> <p>(e) <i>IEP Team attendance.</i></p> <p>(1) A member of the IEP Team described in paragraphs (a)(2) through (a)(5) of this section</p>	<p>public agency shall also be provided in compliance with 34 CFR Sec. 300.503 and Paragraph (2) of Subsection D of 6.31.2.13 NMAC and shall be provided at the close of the IEP meeting. Informed written parental consent shall also be obtained for actions for which consent is required under 34 CFR Sec. 300.300 and Subsection F of 6.31.2.13 NMAC. An amended IEP does not take the place of the annual IEP conducted pursuant to CFR Sec. 300.324(a)(4) which requires that members of a child’s IEP team shall be informed of any changes made to the IEP without a meeting.</p> <p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>K. Graduation requirements.</p> <p>...</p> <p>(13) Graduation requirements for issuance of a conditional certificate of transition for students with an IEP. The development of a program of study and the granting of a diploma, or use of a conditional certificate of transition in the form of a continuing or transition individualized educational program (IEP) for students receiving special education services, includes the following governing principles:</p> <p>...</p> <p>(n) At the exit IEP meeting, the team shall review the student’s transition plan, and shall confirm and document that all state and district requirements for graduation under the final IEP have been satisfied. A building administrator who has knowledge about the student shall be a member of this team, and shall sign specifically to verify and accept completed graduation plans, goals and objectives pursuant to (i) - (iii) of Subparagraph (b) of Paragraph (13) of Subsection K of 6.29.1.9 NMAC, or plans for a conditional certificate of transition with a continuing or transition IEP, pursuant to Subparagraph (i) of Paragraph (13) of</p>	<p>meeting in whole or in part. Required members subject to the excusal provisions are the regular education teacher, special education teacher or provider of the child, the representative of CIMARRON MUNICIPAL SCHOOLS, and the individual who can interpret the instructional implications of evaluation results. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-2)</p> <p>CIMARRON MUNICIPAL SCHOOLS does not require consent or a written agreement between the parent and CIMARRON MUNICIPAL SCHOOLS to excuse individuals who are invited to attend IEP Team meetings at the discretion of the parent or the CIMARRON MUNICIPAL SCHOOLS because such individuals are not required members of an IEP Team. The excusal provisions only apply to the required members of the IEP Team. (See 71 Fed. Reg. 46675 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not require consent or a written agreement between the parent and CIMARRON MUNICIPAL SCHOOLS to excuse an individual IEP Team member if another individual IEP Team member who is present for the entire duration of the meeting satisfies the same IEP Team membership requirement. For example, if there are two regular education teachers of the child present at the IEP Team meeting, one can be excused without following the excusal provisions as long as the other is present throughout the meeting. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-3)</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the special education teacher or provider who is a member of the child’s IEP Team is the person who is, or will be, responsible for implementing the IEP. For example, if the child’s disability is a speech impairment, the special education teacher or special education provider could be the speech language pathologist. (See 71 Fed. Reg. 46670 (August 14, 2006))</p>
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<p>is not required to attend an IEP Team meeting, in whole or in part, if the parent of a child with a disability and the public agency agree, in writing, that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting.</p> <p>(2) A member of the IEP Team described in paragraph (e)(1) of this section may be excused from attending an IEP Team meeting, in whole or in part, when the meeting involves a modification to or discussion of the member's area of the curriculum or related services, if—</p> <p>(i) The parent, in writing, and the public agency consent to the excusal; and</p> <p>(ii) The member submits, in writing to the parent and the IEP Team, input into the development of the IEP prior to the meeting.</p> <p>(f) <i>Initial IEP Team meeting for child under Part C.</i> In the case of a child who was previously served under Part C of the Act, an invitation to the initial IEP Team meeting must, at the request of the parent, be sent to the Part C service coordinator or other representatives of the Part C system to assist with the smooth transition of services.</p> <p>(Authority: 20 U.S.C. 1414(d)(1)(B)–(d)(1)(D))</p>	<p>Subsection K of 6.29.1.9 NMAC. The IEP team shall ensure that the student has current and relevant evaluations, reports or other documentation necessary to support a smooth and effective transition to post-secondary services for a student who will graduate on one of the three programs of study. The school shall arrange for any necessary information to be provided at no cost to the students or parents. The school shall submit a list of students who will receive the diploma through a career readiness or ability program of study to the local superintendent or charter school administrator, using the students' identification numbers. This list shall be totaled and submitted to the local school board or governing body of a charter school. This information shall be treated as confidential in accordance with the FERPA.</p>	<p>CIMARRON MUNICIPAL SCHOOLS determines which specific staff member will serve as the CIMARRON MUNICIPAL SCHOOLS representative in a particular IEP Team meeting, so long as the individual meets the requirements for public agency representative. The CIMARRON MUNICIPAL SCHOOLS representative appointed to serve as CIMARRON MUNICIPAL SCHOOLS representative in a particular IEP Team meeting shall have the authority to commit CIMARRON MUNICIPAL SCHOOLS resources and be able to ensure that whatever services are described in the IEP will actually be provided. CIMARRON MUNICIPAL SCHOOLS understands that it will be bound by the IEP that is developed at an IEP Team meeting. (See 71 Fed. Reg. 46671 (August 14, 2006))</p> <p>If the CIMARRON MUNICIPAL SCHOOLS invites someone with knowledge or special expertise about the child and fails to inform the parents of that person's attendance, the parents may request that the meeting be rescheduled until CIMARRON MUNICIPAL SCHOOLS provides the parent the required notice of 'who will be in attendance.' Alternatively, the CIMARRON MUNICIPAL SCHOOLS may choose to conduct the IEP Team meeting without that individual's attendance to avoid rescheduling the meeting. (See <a href="#">OSEP Redacted Letter</a> (March 31, 2008))</p> <p>If CIMARRON MUNICIPAL SCHOOLS wishes to invite officials from another agency, CIMARRON MUNICIPAL SCHOOLS will obtain parental consent for the individual to participate in the IEP Team meeting because confidential information about the child from the child's education records will be shared at the meeting. (See 71 Fed. Reg. 46669 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will invite a child with a disability to attend the child's IEP Team meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the child and the transition services needed to assist the child in reaching those goals, regardless of whether the child has</p>
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		<p>reached the age of majority. However, for children who have not reached the age of majority under New Mexico law, if the parent requests that the student not attend, CIMARRON MUNICIPAL SCHOOLS will honor that request and take other steps to ensure that the child’s preferences and interests are considered. If possible, CIMARRON MUNICIPAL SCHOOLS will discuss the appropriateness of the child’s participation before a decision is made, in order to help the parent determine whether or not the child’s attendance would be helpful in developing the IEP or directly beneficial to the child, or both. (See 71 Fed. Reg. 46671 (August 14, 2006))</p> <p>The decision of whether it would be appropriate to invite other agencies rests with CIMARRON MUNICIPAL SCHOOLS and the parent or the adult student, provided that the parent or the adult student consents to the invitation. If the parent or the adult student refuses to consent to invite a representative of a participating agency that is likely to be responsible for providing or paying for transition services to a child’s IEP Team meeting where transition will be considered, CIMARRON MUNICIPAL SCHOOLS may not invite a representative of that agency to attend the child’s IEP Team meeting. (See <a href="#">OSEP Letter to Caplan</a> (March 17, 2008))</p> <p>In determining whether to invite another agency to an IEP Team meeting, CIMARRON MUNICIPAL SCHOOLS will consider such factors as whether a purpose of the IEP Team meeting will be the consideration of the postsecondary goals for the child and the transition services needed to assist the child in reaching those goals; whether there is a participating agency, other than the public agency responsible for providing a FAPE to the child, that is likely to be responsible for providing or paying for the child’s transition services; and whether consent of the parents or adult student has been provided for the other agency’s participation at the IEP Team meeting. (See <a href="#">OSEP Letter to Caplan</a> (March 17, 2008))</p>
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		<p>Allowing required IEP Team members to be excused from attending an IEP Team meeting is intended to provide additional flexibility to parents in scheduling IEP Team meetings and to avoid delays in holding an IEP Team meeting when an IEP Team member cannot attend due to a scheduling conflict. (See 71 Fed. Reg. 46673 (August 14, 2006))</p> <p>There is nothing in the IDEA that would limit the number of IEP Team members who may be excused from attending an IEP Team meeting, so long as CIMARRON MUNICIPAL SCHOOLS meets the requirements that govern when required IEP Team members can be excused from attending IEP Team meetings in whole or in part. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-2)</p> <p>IDEA requires different procedures for different types of excusals, including differentiating between circumstances in which parental consent is required and when an agreement is required to excuse an IEP member from attending an IEP Team meeting. Therefore, CIMARRON MUNICIPAL SCHOOLS has different procedures in place for the different types of excusals. (See 71 Fed. Reg. 46673 (August 14, 2006)) The two types of excusals triggering the excusal requirements are: (1) when a required IEP Team member's area of the curriculum or related service is not being modified or discussed; and (2) when a required IEP Team member's area of the curriculum or related service is being modified or discussed.</p> <p>With the first type of excusal, parent and CIMARRON MUNICIPAL SCHOOLS agreement is required. CIMARRON MUNICIPAL SCHOOLS is given wide latitude about the content of the agreement to excuse a required IEP Team member from the meeting. (See 71 Fed. Reg. 46674 (August 14, 2006))</p> <p>With the second type of excusal, parent consent is required. CIMARRON MUNICIPAL SCHOOLS will ensure that all of the IDEA consent requirements are</p>
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		<p>satisfied including by providing the parent with appropriate and sufficient information to ensure that the parent fully understands that the parent is consenting to excuse an IEP Team member from attending an IEP Team meeting in which the member’s area of the curriculum or related service is being changed or discussed and that if the parent does not consent, the IEP Team meeting must be held with that IEP Team member in attendance. (See 71 Fed. Reg. 46674 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not specify how far in advance of an IEP Team meeting CIMARRON MUNICIPAL SCHOOLS must notify a parent of the school district’s request to excuse an IEP Team member from attending the IEP Team meeting. Further, CIMARRON MUNICIPAL SCHOOLS does not specify when the parent agree in writing that the IEP Team member’s attendance is not necessary (type 1 excusal), or when the parent must provide written consent regarding the IEP Team member’s excusal (type 2 excusal). CIMARRON MUNICIPAL SCHOOLS believes that requiring the request for excusal, or the written agreement (type 1 excusal) or written consent (type 2 excusal), to occur at a particular time prior to an IEP Team meeting would not account for situations where it would be impossible to meet the timeline (e.g., when an IEP Team member has an emergency). Thus, requiring specific timelines could impede Congressional intent to provide this additional flexibility. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-5)</p>
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<p><a href="#">§ 300.322 Parent participation.</a></p>		
<p>(a) <i>Public agency responsibility— general.</i> Each public agency must take steps to ensure that one or both of the parents of a child with a disability are present at each IEP Team meeting or are afforded the opportunity to participate, including—</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>B. Individualized education programs (IEPs).</p>	<p>CIMARRON MUNICIPAL SCHOOLS takes steps to ensure that one or both parents are present at each meeting, including notifying parents of the meeting early enough to ensure that they have an opportunity to attend, and scheduling the meeting at a mutually agreed-on time and place.</p>

<p>(1) Notifying parents of the meeting early enough to ensure that they will have an opportunity to attend; and</p> <p>(2) Scheduling the meeting at a mutually agreed on time and place.</p> <p>(b) <i>Information provided to parents.</i></p> <p>(1) The notice required under paragraph (a)(1) of this section must—</p> <p>(i) Indicate the purpose, time, and location of the meeting and who will be in attendance; and</p> <p>(ii) Inform the parents of the provisions in §300.321(a)(6) and (c) (relating to the participation of other individuals on the IEP Team who have knowledge or special expertise about the child), and § 300.321(f) (relating to the participation of the Part C service coordinator or other representatives of the Part C system at the initial IEP Team meeting for a child previously served under Part C of the Act).</p> <p>(2) For a child with a disability beginning not later than the first IEP to be in effect when the child turns 16, or younger if determined appropriate by the IEP Team, the notice also must—</p> <p>(i) Indicate—</p> <p>(A) That a purpose of the meeting will be the consideration of the postsecondary goals and transition services for the child, in accordance with § 300.320(b); and</p> <p>(B) That the agency will invite the student; and</p>	<p>...</p> <p>(2) Each IEP or amendment shall be developed at a properly convened IEP meeting for which the public agency has provided the parent and, as appropriate, the child, with proper advance notice pursuant to 34 CFR Sec. 300.322 and Paragraph (1) of Subsection D of 6.31.2.13 NMAC and at which the parent and, as appropriate, the child have been afforded the opportunity to participate as members of the IEP team pursuant to 34 CFR Secs. 300.321, 300.322 and 300.501(b) and (c) and Subsection C of 6.31.2.13 NMAC.</p> <p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>C. Parent and student participation in meetings. Each public agency shall afford the parents of a child with a disability and, as appropriate, the child, an opportunity to participate in meetings with respect to the identification, evaluation and educational placement or the provision of FAPE to the child, in compliance with 34 CFR Secs. 300.322, 300.501(b) and 300.501(c), and any other applicable requirements of these or other department rules and standards.</p> <p>D. Notice requirements.</p> <p>(1) Notice of meetings. Each public agency shall provide the parents of a child with a disability with advance written notice that complies with 34 CFR Sec. 300.322 for IEP meetings and any other meetings in which the parent has a right to participate pursuant to 34 CFR Sec. 300.501.</p> <p>...</p> <p>E. Communications in understandable language. Pursuant to 34 CFR Secs. 300.9(a), 300.322(e), 300.503(c) and 300.504(d), each public agency shall communicate with parents in understandable language, including the parent’s native language or other mode of communication, unless it is clearly not feasible to do so, if necessary for understanding, in IEP meetings, in</p>	<p>CIMARRON MUNICIPAL SCHOOLS officials determine how far in advance parents must be notified of a meeting. CIMARRON MUNICIPAL SCHOOLS uses ten days advanced notice as a guide. However, the amount of advanced notice and level of effort shall be appropriate to the situation and based on a number of factors, including, for example, the distance parents typically have to travel to the meeting location, known parent work schedule challenges, and the availability of childcare. The goal of CIMARRON MUNICIPAL SCHOOLS is to ensure parent participation in the IEP Team meeting, and the actions of CIMARRON MUNICIPAL SCHOOLS will be consistent with the goal. (See 71 Fed. Reg. 46678 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that the meeting must be held at a mutually agreed on time and place. CIMARRON MUNICIPAL SCHOOLS is responsive to the parents’ scheduling needs. However, the IDEA does not require that CIMARRON MUNICIPAL SCHOOLS schedule IEP Team meetings in the evenings. CIMARRON MUNICIPAL SCHOOLS schedules meetings of the IEP Team only during regular school hours or regular business hours because these times are most suitable for CIMARRON MUNICIPAL SCHOOLS personnel to attend these meetings. (See <a href="#">OSEP Letter to Thomas</a> (June 3, 2008))</p> <p>CIMARRON MUNICIPAL SCHOOLS will document its efforts to ensure that one or both parents are present at the meeting, and maintain such documentation in the child’s special education folder. CIMARRON MUNICIPAL SCHOOLS will encourage and arrange alternative forms of participation if the parent is unable to attend. If the parent is unable to attend or participate through an alternative means (such as telephone conference), CIMARRON MUNICIPAL SCHOOLS will provide the parent with a Prior Written Notice of Proposed Actions and a copy of the IEP.</p>
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<p>(ii) Identify any other agency that will be invited to send a representative.</p> <p>(c) <i>Other methods to ensure parent participation.</i> If neither parent can attend an IEP Team meeting, the public agency must use other methods to ensure parent participation, including individual or conference telephone calls, consistent with §300.328 (related to alternative means of meeting participation).</p> <p>(d) <i>Conducting an IEP Team meeting without a parent in attendance.</i> A meeting may be conducted without a parent in attendance if the public agency is unable to convince the parents that they should attend. In this case, the public agency must keep a record of its attempts to arrange a mutually agreed on time and place, such as—</p> <ol style="list-style-type: none"> <li>(1) Detailed records of telephone calls made or attempted and the results of those calls;</li> <li>(2) Copies of correspondence sent to the parents and any responses received; and</li> <li>(3) Detailed records of visits made to the parent's home or place of employment and the results of those visits.</li> </ol> <p>(e) <i>Use of interpreters or other action, as appropriate.</i> The public agency must take whatever action is necessary to ensure that the parent understands the proceedings of the IEP Team meeting, including arranging for an interpreter for parents with deafness or whose native language is other than English.</p> <p>(f) <i>Parent copy of child's IEP.</i> The public agency must give the parent a copy of the child's IEP at no cost to the parent.</p> <p>(Authority: 20 U.S.C. 1414(d)(1)(B)(i))</p>	<p>written notices and in obtaining consent where consent is required.</p>	
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<p><a href="#">§ 300.323 When IEPs must be in effect.</a></p>		
<p>(a) <i>General.</i> At the beginning of each school year, each public agency must have in effect, for each child with a disability within its jurisdiction, an IEP, as defined in § 300.320.</p> <p>(b) <i>IEP or IFSP for children aged three through five.</i></p> <p>(1) In the case of a child with a disability aged three through five (or, at the discretion of the SEA, a two- year-old child with a disability who will turn age three during the school year), the IEP Team must consider an IFSP that contains the IFSP content (including the natural environments statement) described in section 636(d) of the Act and its implementing regulations (including an educational component that promotes school readiness and incorporates pre-literacy, language, and numeracy skills for children with IFSPs under this section who are at least three years of age), and that is developed in accordance with the IEP procedures under this part. The IFSP may serve as the IEP of the child, if using the IFSP as the IEP is—</p> <p>(i) Consistent with State policy; and</p> <p>(ii) Agreed to by the agency and the child’s parents.</p> <p>(2) In implementing the requirements of paragraph (b)(1) of this section, the public agency must—</p> <p>(i) Provide to the child’s parents a detailed explanation of the differences between an IFSP and an IEP; and</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>A. Preschool programs for children aged 3 through 5.</p> <p>(1) Each public agency shall ensure that a free appropriate public education is available for each preschool child with a disability within its educational jurisdiction no later than the child’s third birthday and that an individualized education program (IEP) under Part B or an individual family services plan (IFSP) under Part C of IDEA is in effect by that date in compliance with 34 CFR Secs. 300.101, 300.124 and 300.323(b).</p> <p>...</p> <p>(5) In particular:</p> <p>...</p> <p>(g) Development of IFSP, IEP or IFSP-IEP.</p> <p>(i) The IFSP, IEP, or IFSP-IEP will be developed by a team constituted in compliance with 34 CFR Sec. 300.321 including parents. For children transitioning from Part C programs to Part B programs, the team shall also include one or more early intervention providers who are knowledgeable about the child. “Early intervention providers” are defined as Part C service coordinators or other representatives of the Part C system.</p> <p>(ii) For each child transitioning from a Part C program to a Part B preschool program, the LEA shall initiate a meeting to develop the eligible child’s IFSP, IEP or IFSP-IEP, in accordance with 34 CFR</p>	<p>Through timely IEP development, coordination and planning, CIMARRON MUNICIPAL SCHOOLS will ensure that IEPs are in effect for each child with a disability at the beginning of the school year.</p> <p>CIMARRON MUNICIPAL SCHOOLS will develop an IFSP rather than an IEP for children aged three through five only if the parent chooses an IFSP and consents to using the IFSP. The NM Department of Health has developed Model IFSP (<a href="#">English</a>) and (<a href="#">Spanish</a>) forms available through the Department of Health website.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the child’s IEP is accessible to each regular education teacher, special education teacher, related services provider, and any other service provider who is responsible for its implementation. The purpose is to ensure that teachers and providers understand their specific responsibilities for implementing an IEP, including any accommodations or supports that may be needed. The mechanism that CIMARRON MUNICIPAL SCHOOLS uses to inform each teacher or provider of his or her responsibilities is left to the discretion of CIMARRON MUNICIPAL SCHOOLS. (See 71 Fed. Reg. 46681 (August 14, 2006))</p> <p>In CIMARRON MUNICIPAL SCHOOLS, the IEP designates the individual responsible for informing teachers and other services providers of their responsibilities for implementation of an IEP. Additionally, CIMARRON MUNICIPAL SCHOOLS has regular education teachers sign receipt for the IEP, or applicable portions of the IEP.</p> <p>When referring to comparable services to be provided to a child who transfers to CIMARRON MUNICIPAL SCHOOLS from a previous school district in New</p>

<p>(ii) If the parents choose an IFSP, obtain written informed consent from the parents.</p> <p>(c) <i>Initial IEPs; provision of services.</i> Each public agency must ensure that—</p> <p>(1) A meeting to develop an IEP for a child is conducted within 30 days of a determination that the child needs special education and related services; and</p> <p>(2) As soon as possible following development of the IEP, special education and related services are made available to the child in accordance with the child’s IEP.</p> <p>(d) <i>Accessibility of child’s IEP to teachers and others.</i> Each public agency must ensure that—</p> <p>(1) The child’s IEP is accessible to each regular education teacher, special education teacher, related services provider, and any other service provider who is responsible for its implementation; and</p> <p>(2) Each teacher and provider described in paragraph (d)(1) of this section is informed of—</p> <p>(i) His or her specific responsibilities related to implementing the child’s IEP; and</p> <p>(ii) The specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP.</p> <p>(e) <i>IEPs for children who transfer public agencies in the same State.</i> If a child with a disability (who had an IEP that was in effect in a previous public agency in the same State) transfers to a new public</p>	<p>Sec. 300.124. The IFSP, IEP or IFSP shall be developed and implemented no later than the child’s third birthday, consistent with 34 CFR Sec. 300.101(b).</p> <p>...</p> <p>H. Transfers and transmittals. When IEPs shall be in effect.</p> <p>(1) IEPs for children who transfer public agencies in the same state. If a child with a disability (who had an IEP that was in effect in a previous public agency in New Mexico) transfers to a new public agency in New Mexico, and enrolls in a new school within the same school year the new public agency shall provide FAPE to the child. The IEP shall include services comparable to those described in the child’s IEP from the previous public agency, until the new public agency either:</p> <p>(a) adopts and implements the child’s IEP from the previous public agency; or</p> <p>(b) develops and implements a new IEP that meets the applicable requirements in 34 CFR Secs. 300.320 through 300.324.</p> <p>(2) IEPs for children who transfer from another state. If a child with a disability (who had an IEP that was in effect in a previous public agency in another state) transfers to a public agency in New Mexico, and enrolls in a new school within the same school year, the new public agency shall provide the child with FAPE. The IEP shall include services comparable to those described in the child’s IEP from the previous agency, until the new public agency:</p> <p>(a) conducts an evaluation pursuant to 34 CFR Secs. 300.304 through 300.306 (if determined to be necessary by the new public agency); and</p> <p>(b) develops and implements a new IEP, if appropriate, that meets the applicable</p>	<p>Mexico (or from another State), pending the development of a new IEP, CIMARRON MUNICIPAL SCHOOLS interprets “comparable services” to mean “similar” or “equivalent” services to those that were described in the child’s IEP from the previous school district. (See 71 Fed. Reg. 46681 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will not deny special education and related services to a transfer student with an IEP pending the development of a new IEP. Instead, CIMARRON MUNICIPAL SCHOOLS will provide comparable services to a transfer student with an IEP upon enrollment. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A A-3)</p> <p>For a transfer student receiving comparable services, CIMARRON MUNICIPAL SCHOOLS will take steps to conduct an IEP Team meeting within a reasonable period of time to either adopt the IEP from the previous school district or develop and implement a new IEP, so as to avoid any undue interruption in the provision of required special education and related services. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A A-4)</p> <p>If a child who transfers to CIMARRON MUNICIPAL SCHOOLS from within New Mexico has an IEP that is not current, the CIMARRON MUNICIPAL SCHOOLS in consultation with the parents will provide services comparable to those described in the child’s IEP, until the IEP Team meets and either (1) adopts the child’s IEP from the previous NM school district; or (2) develops, adopts, and implements a new IEP. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A A-1)</p> <p>If, after taking reasonable steps to obtain the records for a child who transfers to CIMARRON MUNICIPAL SCHOOLS from out of state, CIMARRON MUNICIPAL SCHOOLS is not able to obtain the IEP from the previous school district or from the parent, CIMARRON MUNICIPAL SCHOOLS is not required</p>
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<p>agency in the same State, and enrolls in a new school within the same school year, the new public agency (in consultation with the parents) must provide FAPE to the child (including services comparable to those described in the child’s IEP from the previous public agency), until the new public agency either—</p> <p>(1) Adopts the child’s IEP from the previous public agency; or</p> <p>(2) Develops, adopts, and implements a new IEP that meets the applicable requirements in §§ 300.320 through 300.324.</p> <p>(f) <i>IEPs for children who transfer from another State.</i> If a child with a disability (who had an IEP that was in effect in a previous public agency in another State) transfers to a public agency in a new State, and enrolls in a new school within the same school year, the new public agency (in consultation with the parents) must provide the child with FAPE (including services comparable to those described in the child’s IEP from the previous public agency), until the new public agency—</p> <p>(1) Conducts an evaluation pursuant to §§ 300.304 through 300.306 (if determined to be necessary by the new public agency); and</p> <p>(2) Develops, adopts, and implements a new IEP, if appropriate, that meets the applicable requirements in §§ 300.320 through 300.324.</p> <p>(g) <i>Transmittal of records.</i> To facilitate the transition for a child described in paragraphs (e) and (f) of this section—</p> <p>(1) The new public agency in which the child enrolls must take reasonable steps to promptly obtain the child’s records, including the IEP and supporting documents and any other records relating to the provision of special</p>	<p>requirements in 34 CFR Secs. 300.320 through 300.324.</p> <p>(3) Transmittal records. To facilitate the transition for a child described in Paragraphs (1) and (2) of this section:</p> <p>(a) the new public agency in which the child enrolls shall take reasonable steps to promptly obtain the child’s records, including the IEP and supporting documents and any other records relating to the provision of special education or related services to the child, from the previous public agency in which the child was enrolled; and</p> <p>(b) the previous public agency in which the child was enrolled shall take reasonable steps to promptly respond to the request from the new public agency.</p> <p>...</p> <p>M. Children in detention and correctional facilities</p> <p>...</p> <p>(2) Juvenile or adult detention or correctional facilities shall take reasonable steps to obtain needed educational records from a child’s last known school or educational facility within two business days, as required under Section 22-13-33 NMSA 1978, of the child arriving at the juvenile or correctional facility. Record requests and transfers are subject to the rules under the Family Educational Rights and Privacy Act (FERPA) at 34 CFR Part 99 and the provisions of Paragraph (3) of Subsection L of 6.31.2.13 NMAC. The educational program of a juvenile or adult detention or correctional facility is an educational agency for purposes of FERPA.</p> <p>(a) The previous public agency in which the child was enrolled shall take reasonable steps to promptly respond to the records request from the juvenile correctional facilities.</p>	<p>to provide special education and related services to the child. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A A-2)</p> <p>When CIMARRON MUNICIPAL SCHOOLS learns that a child with a disability has transferred to another public school, CIMARRON MUNICIPAL SCHOOLS will take reasonable steps to promptly respond to a request for records from the public school in which the child has enrolled.</p>
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<p>education or related services to the child, from the previous public agency in which the child was enrolled, pursuant to 34 CFR 99.31(a)(2); and</p> <p>(2) The previous public agency in which the child was enrolled must take reasonable steps to promptly respond to the request from the new public agency.</p> <p>(Authority: 20 U.S.C. 1414(d)(2)(A)–(C))</p>	<p>(b) To assist juvenile correctional facilities in providing FAPE for children entering the facility during the summer months, school districts shall provide summer emergency contact information of a person who has access to special education records, to the state’s directors in the juvenile justice services division of the children, youth and family department.</p> <p>(3) A detention or correctional facility that is unable to obtain adequate records from other public agencies, the child or the parents within the required two business days, as required under Section 22-13-33 NMSA 1978, after the child arrives at the facility, shall evaluate the child who is known or suspected to be a child with a disability as provided in Subsection F of 6.31.2.10 NMAC (correct citation Subsection (D) and (E) of 6.31.2.10) and develop an IEP for an eligible child without undue delay.</p>	
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<p><a href="#">Development of IEP</a></p>		
<p><a href="#">§ 300.324 Development, review, and revision of IEP.</a></p>		
<p>(a) <i>Development of IEP</i>—</p> <p>(1) <i>General.</i> In developing each child’s IEP, the IEP Team must consider—</p> <p>(i) The strengths of the child;</p> <p>(ii) The concerns of the parents for enhancing the education of their child;</p> <p>(iii) The results of the initial or most recent evaluation of the child; and</p> <p>(iv) The academic, developmental, and functional needs of the child.</p>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>B. Individualized education programs (IEPs).</p> <p>...</p> <p>(3) Except as provided in 34 CFR Sec. 300.324(a)(4), each IEP shall include the signature and position of each member of the IEP team and other participants in the IEP meeting to document their attendance. Written notice of actions proposed or refused by the public agency shall also be provided in compliance with 34 CFR Sec. 300.503 and Paragraph (2) of Subsection D of 6.31.2.13 NMAC and shall be provided at the close of the IEP meeting. Informed</p>	<p>CIMARRON MUNICIPAL SCHOOLS recognizes that the core of the IDEA is the cooperative process that it establishes between parents and schools. Parents are given a large measure of participation at every stage of the process. CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team gathers appropriate information upon which to base development of an IEP, including information from the parents.</p> <p>When considering the special factor of behavior, CIMARRON MUNICIPAL SCHOOLS expects the IEP Team to focus on interventions and strategies to address the needs of a child whose behavior impedes the child’s learning or that of others. While conducting a functional behavioral assessment (FBA) typically precedes</p>



<p>(2) <i>Consideration of special factors.</i> The IEP Team must—</p> <p>(i) In the case of a child whose behavior impedes the child’s learning or that of others, consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior;</p> <p>(ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child’s IEP;</p> <p>(iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP Team determines, after an evaluation of the child’s reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child’s future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;</p> <p>(iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child’s language and communication needs, opportunities for direct communications with peers and professional personnel in the child’s language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child’s language and communication mode; and</p> <p>(v) Consider whether the child needs assistive technology devices and services</p>	<p>written parental consent shall also be obtained for actions for which consent is required under 34 CFR Sec. 300.300 and Subsection F of 6.31.2.13 NMAC. An amended IEP does not take the place of the annual IEP conducted pursuant to CFR Sec. 300.324(a)(4) which requires that members of a child’s IEP team shall be informed of any changes made to the IEP without a meeting.</p> <p>(4) Agreement to modify IEP meeting requirement.</p> <p>(a) In making changes to a child’s IEP after the annual IEP team meeting for a school year, the parent of a child with a disability and the public agency may agree not to convene an IEP team meeting for the purposes of making those changes and instead may develop a written document to amend or modify the child’s current IEP.</p> <p>(b) If changes are made to the child’s IEP in accordance with Subparagraph (a) of this paragraph, the public agency shall ensure that the child’s IEP team is informed of those changes.</p> <p>(5) For students with autism spectrum disorders (ASD) eligible for special education services under 34 CFR Sec. 300.8(c)(1), the strategies described in Subparagraphs (a) through (k) of this paragraph shall be considered by the IEP team in developing the IEP for the student. The IEP team shall document consideration of the strategies. The strategies shall be based on peer-reviewed, research-based educational programming practices to the extent practicable and, when needed to provide FAPE, addressed in the IEP:</p> <p>(a) extended educational programming, including, extended day or extended school year services that consider the duration of programs or settings based on assessment of behavior, social skills, communication, academics, and self-help skills;</p>	<p>developing positive behavioral intervention strategies, the IEP Team should make an individualized determination of whether a functional behavioral assessment is needed. CIMARRON MUNICIPAL SCHOOLS emphasizes a proactive approach to behaviors that interfere with learning. (See 71 Fed. Reg. 46683 (August 14, 2006)) CIMARRON MUNICIPAL SCHOOLS will conduct a FBA as needed to address the behavioral concerns of a child whose behavior interferes with learning and as required in the disciplinary context. (See 71 Fed. Reg. 46721 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall provide training and disseminate information to appropriate personnel regarding research-based positive behavioral interventions and supports, and other strategies, including on-line information available through the <a href="#">National Technical Assistance Center on Positive Behavioral Interventions and Supports (PBIS)</a>.</p> <p>The NMPED has issued a guidance document titled, <a href="#">Addressing Student Behavior: A Guide for Educators</a> (updated November 2010), available through the NMPED website. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance document.</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the Board’s Policy and School Safety Plan (applicable to all students including students with disabilities) implementing NMSA 1978, § 22-5-4.12 (2017) [H.B. 75] to ensure that Board Policies and School Safety Plan is followed whenever a student with a disability is restrained or secluded. The U.S. Department of Education has issued a guidance document, <a href="#">Restraint and Seclusion: Resource Document (May 15, 2012)</a>, available through the U.S. Department of Education</p>
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<p>(3) Requirement with respect to regular education teacher. A regular education teacher of a child with a disability, as a member of the IEP Team, must, to the extent appropriate, participate in the development of the IEP of the child, including the determination of—</p> <p>(i) Appropriate positive behavioral interventions and supports and other strategies for the child; and</p> <p>(ii) Supplementary aids and services, program modifications, and support for school personnel consistent with §300.320(a)(4).</p> <p>(4) Agreement.</p> <p>(i) In making changes to a child’s IEP after the annual IEP Team meeting for a school year, the parent of a child with a disability and the public agency may agree not to convene an IEP Team meeting for the purposes of making those changes, and instead may develop a written document to amend or modify the child’s current IEP.</p> <p>(ii) If changes are made to the child’s IEP in accordance with paragraph (a)(4)(i) of this section, the public agency must ensure that the child’s IEP Team is informed of those changes.</p> <p>(5) Consolidation of IEP Team meetings. To the extent possible, the public agency must encourage the consolidation of reevaluation meetings for the child and other IEP Team meetings for the child.</p> <p>(6) Amendments. Changes to the IEP may be made either by the entire IEP Team at an IEP Team meeting, or as provided in paragraph (a)(4) of this section, by amending the IEP</p>	<p>(b) daily schedules reflecting minimal unstructured time and active engagement in learning activities, including, lunch, snack, and recess periods that provide flexibility within routines, adapt to individual skill levels, and assist with schedule changes, such as changes involving substitute teachers and other in-school extracurricular activities;</p> <p>(c) in-home and community-based training or viable alternatives to such training that assist the student with acquisition of social or behavioral skills, including, strategies that facilitate maintenance and generalization of such skills from home to school, school to home, home to community, and school to community;</p> <p>(d) positive behavior support strategies based on relevant information, including, :</p> <p>(i) antecedent manipulation, replacement behaviors, reinforcement strategies, and data-based decisions; and</p> <p>(ii) a behavioral intervention plan focusing on positive behavior supports and developed from a functional behavioral assessment that uses current data related to target behaviors and addresses behavioral programming across home, school, and community-based settings;</p> <p>(e) futures planning for integrated living, work, community, and educational environments that considers skills necessary to function in current and post-secondary environments;</p> <p>(f) parent or family training and support, provided by qualified personnel with experience in ASD, that:</p> <p>(i) provides a family with skills necessary for a child to succeed in the home or community setting;</p>	<p>website. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this guidance.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team addresses the language and communication needs of each child with a disability regardless of the category of disability.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team addresses the language and communication needs of each child with limited English proficiency, as those needs relate to the child’s IEP.</p> <p>For a child who is blind or visually impaired, CIMARRON MUNICIPAL SCHOOLS will ensure that, based upon consideration of an evaluation of the child’s reading and writing skills, needs, and appropriate reading and writing media, the IEP Team determines whether instruction in Braille or the use of Braille is appropriate for the child. If Braille is appropriate, CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP provides for instruction in Braille or the use of Braille, as appropriate.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP Team addresses whether each child with a disability needs assistive technology devices and/or services. If the IEP Team determines that a child needs assistive technology devices and/or services, the devices and/or services will be incorporated in the child’s IEP as supplementary aids and services, special education, and/or related services, as appropriate.</p> <p>With respect to students with autism spectrum disorders (ASD), CIMARRON MUNICIPAL SCHOOLS will ensure that the IEP team consider and document its consideration of the 11 strategies, address the strategy or strategies in the IEP when needed to provide a FAPE. The NMPED has defined each of the strategies in a document titled, “<a href="#">IEP Considerations for Students with Autism Spectrum Disorders</a>” available through the</p>
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<p>rather than by redrafting the entire IEP. Upon request, a parent must be provided with a revised copy of the IEP with the amendments incorporated.</p> <p>(b) <i>Review and revision of IEPs</i>—</p> <p>(1) <i>General.</i> Each public agency must ensure that, subject to paragraphs (b)(2) and (b)(3) of this section, the IEP Team—</p> <p>(i) Reviews the child’s IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and</p> <p>(ii) Revises the IEP, as appropriate, to address—</p> <p>(A) Any lack of expected progress toward the annual goals described in § 300.320(a)(2), and in the general education curriculum, if appropriate;</p> <p>(B) The results of any reevaluation conducted under § 300.303;</p> <p>(C) Information about the child provided to, or by, the parents, as described under §300.305(a)(2);</p> <p>(D) The child’s anticipated needs; or</p> <p>(E) Other matters.</p> <p>(2) <i>Consideration of special factors.</i> In conducting a review of the child’s IEP, the IEP Team must consider the special factors described in paragraph (a)(2) of this section.</p> <p>(3) <i>Requirement with respect to regular education teacher.</i> A regular education teacher of the child, as a member of the IEP Team,</p>	<p>(ii) includes information regarding resources such as parent support groups, workshops, videos, conferences, and materials designed to increase parent knowledge of specific teaching and management techniques related to the child’s curriculum; and</p> <p>(iii) facilitates parental carryover of in-home training, including, for example, strategies for behavior management and developing structured home environments or communication training so that parents are active participants in promoting the continuity of interventions across all settings;</p> <p>(g) suitable staff-to-student ratio appropriate to identified activities and as needed to achieve social or behavioral progress based on the child’s developmental and learning level and that encourages work towards individual independence as determined by:</p> <p>(i) adaptive behavior evaluation results;</p> <p>(ii) behavioral accommodation needs across settings; and</p> <p>(iii) transitions within the school day;</p> <p>(h) communication interventions, including communication modes and functions that enhance effective communication across settings such as augmentative, incidental, and naturalistic teaching;</p> <p>(i) social skills supports and strategies based on social skills assessment or curriculum and provided across settings, including, trained peer facilitators, video modeling, social stories, and role playing;</p> <p>(j) professional educator and staff support, including, training provided to personnel who work with the student to assure the correct</p>	<p>NMPED website. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the NMPED definitions document.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that promotion and retention decisions affecting a student enrolled in special education are made in accordance with the provisions of the IEP established for that student.</p> <p>IDEA does not require an agreement between the parent and CIMARRON MUNICIPAL SCHOOLS to amend an IEP without a meeting to be in writing. In addition, the parent is not required to provide consent to amend the IEP without an IEP Team meeting. However, CIMARRON MUNICIPAL SCHOOLS will document the terms of the agreement in writing. Moreover, the changes to the child’s IEP must be in writing. (See 71 Fed. Reg. 46685 (August 14, 2006)) CIMARRON MUNICIPAL SCHOOLS will provide the parent with prior written notice of the amendments to the IEP. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-10)</p> <p>If the parent needs further information about the proposed amendment to the IEP or believes that a discussion with the IEP Team is necessary before deciding to change the IEP, the parent does not have to agree to CIMARRON MUNICIPAL SCHOOLS’s request to amend the IEP without an IEP Team meeting. Whenever the CIMARRON MUNICIPAL SCHOOLS proposes to amend an IEP without a meeting, CIMARRON MUNICIPAL SCHOOLS will ensure that the parent understands that the parent can choose not to agree, and instead have an IEP Team meeting. (See 71 Fed. Reg. 46685 (August 14, 2006))</p> <p>The IDEA is silent as to which individuals must participate in making changes to the IEP where there is agreement between the parent and the CIMARRON MUNICIPAL SCHOOLS not to convene an IEP Team</p>
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<p>must, consistent with paragraph (a)(3) of this section, participate in the review and revision of the IEP of the child.</p> <p>(c) <i>Failure to meet transition objectives—</i></p> <p>(1) <i>Participating agency failure.</i> If a participating agency, other than the public agency, fails to provide the transition services described in the IEP in accordance with § 300.320(b), the public agency must reconvene the IEP Team to identify alternative strategies to meet the transition objectives for the child set out in the IEP.</p> <p>(2) <i>Construction.</i> Nothing in this part relieves any participating agency, including a State vocational rehabilitation agency, of the responsibility to provide or pay for any transition service that the agency would otherwise provide to children with disabilities who meet the eligibility criteria of that agency.</p> <p>(d) <i>Children with disabilities in adult prisons—</i></p> <p>(1) <i>Requirements that do not apply.</i> The following requirements do not apply to children with disabilities who are convicted as adults under State law and incarcerated in adult prisons:</p> <p>(i) The requirements contained in section 612(a)(16) of the Act and § 300.320(a)(6) (relating to participation of children with disabilities in general assessments).</p> <p>(ii) The requirements in § 300.320(b) (relating to transition planning and transition services) do not apply with respect to the children whose eligibility under Part B of the Act will end, because of their age, before they will be eligible to be released from prison based on</p>	<p>implementation of techniques and strategies described in the IEP; and</p> <p>(k) teaching strategies based on peer reviewed, research-based practices for students with ASD, including, those associated with discrete-trial training, visual supports, applied behavior analysis, structured learning, augmentative communication, and social skills training.</p> <p>(6) Each local education agency in the state shall provide the parents of a student who is diagnosed as hearing impaired, deaf, blind, visually impaired, or deafblind with information about the educational programs offered by the New Mexico school for the deaf (NMSD) or New Mexico school for the blind and visually impaired (NMSBVI) prior to and at each IEP. NMSD and NMSBVI shall provide LEAs relevant information as described in this paragraph. At the parent’s or public agency’s request, NMSD, NMSBVI, or both shall be invited to the IEP meeting so that the full continuum of services is represented at the IEP meeting pursuant to 34 CFR Secs.300.115 and 300.321(a)(6).</p> <p>...</p> <p>F. Behavioral management and discipline.</p> <p>(1) Behavioral planning in the IEP. Pursuant to 34 CFR Sec. 324(a)(2)(i), the IEP team for a child with a disability whose behavior impedes his or her learning or that of others shall consider, if appropriate, strategies to address that behavior, including the development of behavioral goals and objectives and the use of positive behavioral interventions, strategies and supports to be used in pursuit of those goals and objectives. Public agencies are strongly encouraged to conduct functional behavioral assessments (FBAs) and integrate behavioral intervention plans (BIPs) into the IEPs for students who exhibit problem behaviors well before the behaviors result in proposed disciplinary actions</p>	<p>meeting for the purpose of making the changes. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-9)</p> <p>While IDEA does not specify the manner in which CIMARRON MUNICIPAL SCHOOLS must document that it has ensured that the child’s IEP Team is informed of an amendment to the IEP, CIMARRON MUNICIPAL SCHOOLS will maintain records to show compliance with this program requirement. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-8; see also, 71 Fed. Reg. 46686 (August 14, 2006))</p> <p>After the annual IEP Team meeting has been held for a school year, CIMARRON MUNICIPAL SCHOOLS does permit amendments to the IEP without an IEP Team meeting if the parent and school agree. However, CIMARRON MUNICIPAL SCHOOLS does not permit amendments without a meeting after the annual IEP Team meeting for the following actions: (1) a change in eligibility; (2) a decision to terminate eligibility for special education services (including through graduation); (3) a change in placement; or (4) a manifestation determination.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that an IEP Team meeting is held within two weeks of each use of restraint or seclusion after the second use within a thirty-calendar-day period to provide recommendations for avoiding future incidents requiring the use of restraint or seclusion as required by NMSA 1978, § 22-5-4.12 , Board Policy and the CIMARRON MUNICIPAL SCHOOLS’s Safety Plan.</p> <p>In order to ensure timely IEP Team meetings, CIMARRON MUNICIPAL SCHOOLS has systems in place to track timelines for the initial IEP Team meeting and the annual IEP Team meeting. CIMARRON MUNICIPAL SCHOOLS will begin its planning and preparation for an IEP Team meeting (including notice to the parent) early enough to ensure a timely meeting.</p>
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<p>consideration of their sentence and eligibility for early release.</p> <p>(2) <i>Modifications of IEP or placement.</i></p> <p>(i) Subject to paragraph (d)(2)(ii) of this section, the IEP Team of a child with a disability who is convicted as an adult under State law and incarcerated in an adult prison may modify the child's IEP or placement if the State has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated.</p> <p>(ii) The requirements of §§ 300.320 (relating to IEPs), and 300.114 (relating to LRE), do not apply with respect to the modifications described in paragraph (d)(2)(i) of this section.</p> <p>(Authority: 20 U.S.C. 1412(a)(1), 1412(a)(12)(A)(i), 1414(d)(3), (4)(B), and (7); and 1414(e))</p>	<p>for which FBAs and BIPs are required under the federal rules.</p> <p>...</p> <p>M. Children in detention and correctional facilities</p> <p>...</p> <p>(4) FAPE for eligible students in juvenile or adult detention or correctional facilities shall be made available in programs that are to the security requirements of each facility and eligible suited student. The provisions of 34 CFR Sec. 300.324(d) apply to IEPs for students with disabilities who are convicted as adults under state law and incarcerated in adult prisons.</p> <p><b>6.11.2.10 NMAC. ENFORCING RULES OF CONDUCT:</b></p> <p>....</p> <p>E. Restraint or seclusion. In accordance with Section 22-5-4.12 NMSA 1978, each school shall establish requirements for the use of restraint and seclusion techniques.</p> <p>(1) Schools shall establish policies and procedures, as approved by the local school board or governing body, for the use of restraint and seclusion techniques. Schools shall review such policies and procedures on a triennial basis, before submitting the school safety plan.</p> <p>(a) A school may permit the use of restraint or seclusion techniques on any student only if the student's behavior presents an imminent danger of serious physical harm to the student or others and only if less restrictive interventions appear insufficient to mitigate the imminent danger of serious physical harm. Less restrictive interventions include de-escalation strategies, positive behavioral intervention supports, or other comparable behavior management techniques.</p> <p>(b) The restraint or seclusion techniques shall be used only by school employees who are trained in de-escalation strategies, positive behavioral</p>	
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	<p>intervention supports, and the safe and effective use of restraint and seclusion techniques, unless an emergency does not allow sufficient time to summon those trained school employees.</p> <p>(c) The restraint or seclusion techniques shall not impede the student’s ability to breathe or speak, shall be in proportion to a student’s age and physical condition, and shall end when the student’s behavior no longer presents an imminent danger of serious physical harm to the student or others.</p> <p>(d) If a restraint or seclusion technique is used on a student, trained and authorized school employees shall maintain continuous visual observation and monitoring of the student while the restraint or seclusion technique is in use.</p> <p>...</p> <p>(5) Schools shall implement the following review procedures for incidents in which restraint or seclusion techniques are used.</p> <p>(a) If a student has been restrained or secluded two or more times within 30 calendar days, the school shall review strategies used to address the student’s behavior and determine whether the student needs a functional behavior assessment or referral to a student assistance team, behavioral intervention plan team, or, if a student has an individualized education program, a referral to the student’s individualized education program team.</p> <p>(b) If a student has been restrained or secluded two or more times within 30 calendar days, the student’s individualized education program team, behavioral intervention plan team, or student assistance team shall meet within two weeks of each subsequent use to provide recommendations for avoiding future incidents requiring the use of restraint or seclusion.</p> <p>(c) The review shall include whether school personnel involved in the incidents were trained in</p>	
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	<p>the use of de-escalation strategies, positive behavioral intervention supports, or restraint and seclusion techniques. Additionally, the review shall consider whether the individual who restrained or secluded a student needs additional training.</p> <p>(d) To improve internal practices relative to incidents of restraint or seclusion, schools shall conduct an annual review and analysis of all incidents in which restraint or seclusion techniques were used, including the number of incidents, the type of incident, personnel involved, the need for additional training, and student demographics.</p> <p>(6) Schools shall establish documentation and reporting procedures pursuant to the requirements listed in Section 22-5-4.12 NMSA 1978. In addition, schools shall provide written or oral assurance of secure storage and access to written documentation in accordance with this rule, 20 USC. Section 1232(g), 34 CFR Part 99, the Family Educational Rights and Privacy Act, and any other applicable federal or state laws or rules governing the privacy of such documents.</p> <p>(a) A school employee shall provide the student's parent with written or oral notice on the same day the incident occurred, unless circumstances prevent same day notification. If notice is not provided on the same day of the incident, notice shall be given within 24 hours after the incident.</p> <p>(b) Within a reasonable time following the incident, no longer than two school days, a school employee shall provide the student's parent with written documentation that includes information about any persons, locations, or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint</p>	
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	<p>or seclusion technique used, and the duration of its use.</p> <p><b>NMSA 1978, § 22-2C-6. Remediation programs; promotion policies; restrictions...</b></p> <p>I. Promotion and retention decisions affecting a student enrolled in special education shall be made in accordance with the provisions of the individual educational plan established for that student.</p>	
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<p><a href="#">§ 300.325 Private school placements by public agencies.</a></p> <p>(a) <i>Developing IEPs.</i></p> <p>(1) Before a public agency places a child with a disability in, or refers a child to, a private school or facility, the agency must initiate and conduct a meeting to develop an IEP for the child in accordance with §§300.320 and 300.324.</p> <p>(2) The agency must ensure that a representative of the private school or facility attends the meeting. If the representative cannot attend, the agency must use other methods to ensure participation by the private school or facility, including individual or conference telephone calls.</p> <p>(b) <i>Reviewing and revising IEPs.</i></p> <p>(1) After a child with a disability enters a private school or facility, any meetings to review and revise the child's IEP may be initiated and conducted by the private school or facility at the discretion of the public agency.</p>		<p>Even after a private school or facility implements a child's IEP, CIMARRON MUNICIPAL SCHOOLS retains responsibility for compliance with Part B of the Act. (See 71 Fed. Reg. 46687 (August 14, 2006))</p>
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<p>(2) If the private school or facility initiates and conducts these meetings, the public agency must ensure that the parents and an agency representative—</p> <ul style="list-style-type: none"> <li>(i) Are involved in any decision about the child’s IEP; and</li> <li>(ii) Agree to any proposed changes in the IEP before those changes are implemented.</li> </ul> <p>(c) <i>Responsibility.</i> Even if a private school or facility implements a child’s IEP, responsibility for compliance with this part remains with the public agency and the SEA.</p> <p>(Authority: 20 U.S.C. 1412(a)(10)(B))</p>		
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<p><a href="#">§ 300.326 [Reserved]</a></p>		
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<p><a href="#">§ 300.327 Educational placements.</a></p> <p>Consistent with § 300.501(c), each public agency must ensure that the parents of each child with a disability are members of any group that makes decisions on the educational placement of their child.</p> <p>(Authority: 20 U.S.C. 1414(e))</p>		<p>In New Mexico, the IEP Team is the group that makes decisions on the educational placement of a child with disabilities under IDEA.</p> <p>CIMARRON MUNICIPAL SCHOOLS will utilize the same process for determining the educational placement for children with low-incidence disabilities (including children who are deaf, hard of hearing, or deaf-blind), as used for determining the educational placement for all children with disabilities. That is, each child’s educational placement will be determined on an individual case-by case basis depending on each child’s unique educational needs and circumstances, rather than by the child’s category of disability, and will be based</p>
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		<p>on the child’s IEP. (See 71 Fed. Reg. 46586 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not consider maintaining a child’s placement in an educational program that is substantially and materially similar to the former placement to be a change in placement. (See 71 Fed. Reg. 46588-89 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that a change in location is not always a change in placement. A Placement is a point along the child’s continuum of placement options, while location is the physical location where the child receives related services, such as a classroom. However, a change in location may give rise to a change in placement if the change in location substantially alters the student’s educational program (See 71 Fed. Reg. 46,588 (2006); See Letter to Fisher, 21 IDELR 992 (OSEP 1994)</p> <p>A parent will be given prior written notice within a reasonable time before CIMARRON MUNICIPAL SCHOOLS implements a proposal or refusal to initiate or change the identification, evaluation or education placement of the child, or the provision of a FAPE to the child. (See 71 Fed. Reg. 46588(August 14, 2006))</p>
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<p><a href="#">§ 300.328 Alternative means of meeting participation.</a></p> <p>When conducting IEP Team meetings and placement meetings pursuant to this subpart, and subpart E of this part, and carrying out administrative matters under section 615 of the Act (such as scheduling, exchange of witness lists, and status conferences), the parent of a child with a disability and a public agency may agree to use alternative means of meeting participation, such as video conferences and conference calls.</p>		<p>CIMARRON MUNICIPAL SCHOOLS may utilize electronic mail as an alternative means of meeting participation. (See 71 Fed. Reg. 4658 (August 14, 2006))</p> <p>If CIMARRON MUNICIPAL SCHOOLS incurs costs as a result of using an alternative means of meeting participation so the parents may participate, CIMARRON MUNICIPAL SCHOOLS is responsible</p>
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(Authority: 20 U.S.C. 1414(f))		for all the costs. (See 71 Fed. Reg. 46587 (August 14, 2006))
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<u>SUBPART E—PROCEDURAL SAFEGUARDS</u>		
<u>DUE PROCESS PROCEDURES FOR PARENTS AND CHILDREN</u>		
<u>§ 300.500 Responsibility of SEA and other public agencies.</u>		
<p>Each SEA must ensure that each public agency establishes, maintains, and implements procedural safeguards that meet the requirements of §§ 300.500 through 300.536.</p> <p>(Authority: 20 U.S.C. 1415(a))</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>A. General responsibilities of public agencies. Each public agency shall establish, implement and maintain procedural safeguards that meet the requirements of 34 CFR Secs. 300.500 through 300.536, and all other applicable requirements of these or other department rules and standards.</p>	<p>CIMARRON MUNICIPAL SCHOOLS understands the importance that the IDEA places on procedural safeguards, and assures that it has established through its policies and procedures a system of procedural safeguards, and that its system is being implemented and maintained through monitoring and training.</p>

<u>§ 300.501 Opportunity to examine records; parent participation in meetings.</u>		
<p>(a) <i>Opportunity to examine records.</i> The parents of a child with a disability must be afforded, in accordance with the procedures of §§ 300.613 through 300.621, an opportunity to inspect and review all education records with respect to—</p> <p>(1) The identification, evaluation, and educational placement of the child; and</p> <p>(2) The provision of FAPE to the child.</p> <p>(b) <i>Parent participation in meetings.</i></p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>B. Examination of records. Each public agency shall afford the parents of a child with a disability an opportunity to inspect and review all education records related to the child in compliance with 34 CFR Secs. 300.501(a), 300.613 through 300.620, 34 CFR Part 99, and any other applicable requirements of these or other department rules and standards.</p> <p>C. Parent and student participation in meetings. Each public agency shall afford the parents of a child with a disability and, as appropriate, the child, an opportunity</p>	<p>CIMARRON MUNICIPAL SCHOOLS assures that parents are afforded the opportunity to inspect and review records and participate in meetings.</p>

<p>(1) The parents of a child with a disability must be afforded an opportunity to participate in meetings with respect to—</p> <ul style="list-style-type: none"> <li>(i) The identification, evaluation, and educational placement of the child; and</li> <li>(ii) The provision of FAPE to the child.</li> </ul> <p>(2) Each public agency must provide notice consistent with § 300.322(a)(1) and (b)(1) to ensure that parents of children with disabilities have the opportunity to participate in meetings described in paragraph (b)(1) of this section.</p> <p>(3) A meeting does not include informal or unscheduled conversations involving public agency personnel and conversations on issues such as teaching methodology, lesson plans, or coordination of service provision. A meeting also does not include preparatory activities that public agency personnel engage in to develop a proposal or response to a parent proposal that will be discussed at a later meeting.</p> <p>(c) <i>Parent involvement in placement decisions.</i></p> <ul style="list-style-type: none"> <li>(1) Each public agency must ensure that a parent of each child with a disability is a member of any group that makes decisions on the educational placement of the parent’s child.</li> <li>(2) In implementing the requirements of paragraph (c)(1) of this section, the public agency must use procedures consistent with the procedures described in §300.322(a) through (b)(1).</li> <li>(3) If neither parent can participate in a meeting in which a decision is to be made relating to the educational placement of their child, the public agency must use other methods to ensure their</li> </ul>	<p>to participate in meetings with respect to the identification, evaluation and educational placement or the provision of FAPE to the child, in compliance with 34 CFR Secs. 300.322, 300.501(b) and 300.501(c), and any other applicable requirements of these or other department rules and standards.</p> <p>D. Notice requirements.</p> <ul style="list-style-type: none"> <li>(1) Notice of meetings. Each public agency shall provide the parents of a child with a disability with advance written notice that complies with 34 CFR Sec. 300.322 for IEP meetings and any other meetings in which the parent has a right to participate pursuant to 34 CFR Sec. 300.501.</li> </ul>	
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<p>participation, including individual or conference telephone calls, or video conferencing.</p> <p>(4) A placement decision may be made by a group without the involvement of a parent, if the public agency is unable to obtain the parent’s participation in the decision. In this case, the public agency must have a record of its attempt to ensure their involvement.</p> <p>(Authority: 20 U.S.C. 1414(e), 1415(b)(1))</p>		
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<p><a href="#">§ 300.502 Independent educational evaluation.</a></p> <p>(a) <i>General.</i></p> <p>(1) The parents of a child with a disability have the right under this part to obtain an independent educational evaluation of the child, subject to paragraphs (b) through (e) of this section.</p> <p>(2) Each public agency must provide to parents, upon request for an independent educational evaluation, information about where an independent educational evaluation may be obtained, and the agency criteria applicable for independent educational evaluations as set forth in paragraph (e) of this section.</p> <p>(3) For the purposes of this subpart—</p> <p>(i) <i>Independent educational evaluation</i> means an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question; and</p> <p>(ii) <i>Public expense</i> means that the public agency either pays for the full cost of the</p>	<p><b>6.31.2.10 NMAC. IDENTIFICATION, EVALUATIONS AND ELIGIBILITY DETERMINATIONS:</b></p> <p>D. Evaluations and Reevaluations.</p> <p>...</p> <p>(2) Reevaluations</p> <p>...</p> <p>(f) The parents of a child with a disability who disagree with an evaluation obtained by the public agency have the right to obtain an independent educational evaluation of the child at public expense pursuant to 34 CFR Sec. 300.502.</p>	<p>The IEP Team will consider any IEE, whether paid for privately by the parent, or publicly by CIMARRON MUNICIPAL SCHOOLS, that meets CIMARRON MUNICIPAL SCHOOLS’s criteria.</p> <p>A parent may request an IEE at CIMARRON MUNICIPAL SCHOOLS’s expense if the parent disagrees with an evaluation obtained by CIMARRON MUNICIPAL SCHOOLS. When a parent requests an IEE at CIMARRON MUNICIPAL SCHOOLS’s expense, the CIMARRON MUNICIPAL SCHOOLS must, without unnecessary delay, either initiate a due process hearing to show that its evaluation is appropriate; or ensure that an IEE is provided at CIMARRON MUNICIPAL SCHOOLS’s expense, unless the CIMARRON MUNICIPAL SCHOOLS demonstrates at a hearing that the evaluation obtained by the parent did not meet district criteria.</p> <p>Only one IEE may be reimbursed for each evaluation obtained by CIMARRON MUNICIPAL SCHOOLS. This would include the three-year reevaluation or reevaluations conducted more frequently. If CIMARRON MUNICIPAL SCHOOLS has not conducted an evaluation, the parent does not have a right</p>
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<p>evaluation or ensures that the evaluation is otherwise provided at no cost to the parent, consistent with §300.103.</p> <p>(b) <i>Parent right to evaluation at public expense.</i></p> <p>(1) A parent has the right to an independent educational evaluation at public expense if the parent disagrees with an evaluation obtained by the public agency, subject to the conditions in paragraphs (b)(2) through (4) of this section.</p> <p>(2) If a parent requests an independent educational evaluation at public expense, the public agency must, without unnecessary delay, either—</p> <p>(i) File a due process complaint to request a hearing to show that its evaluation is appropriate; or</p> <p>(ii) Ensure that an independent educational evaluation is provided at public expense, unless the agency demonstrates in a hearing pursuant to §§ 300.507 through 300.513 that the evaluation obtained by the parent did not meet agency criteria.</p> <p>(3) If the public agency files a due process complaint notice to request a hearing and the final decision is that the agency's evaluation is appropriate, the parent still has the right to an independent educational evaluation, but not at public expense.</p> <p>(4) If a parent requests an independent educational evaluation, the public agency may ask for the parent's reason why he or she objects to the public evaluation. However, the public agency may not require the parent to provide an explanation and may not unreasonably delay either providing the independent educational evaluation at public expense or filing a due process complaint to request a due process</p>		<p>to an IEE at CIMARRON MUNICIPAL SCHOOLS's expense. If the parent requests an IEE at CIMARRON MUNICIPAL SCHOOLS's expense prior to the completion of the CIMARRON MUNICIPAL SCHOOLS's evaluation, the CIMARRON MUNICIPAL SCHOOLS may deny the request without initiating a due process hearing. (See <a href="#">OSEP Letter to Zirkel</a> (2008))</p> <p>When CIMARRON MUNICIPAL SCHOOLS conducts an evaluation and a parent disagrees with the evaluation because a child was not assessed in a particular area, the parent has the right to request an IEE to assess the child in that area to determine whether the child has a disability and the nature and extent of the special education and related services that child needs. (See <a href="#">OSEP Letter to Baus</a> (2015))</p> <p>The right of a parent to obtain an IEE at CIMARRON MUNICIPAL SCHOOLS's expense is triggered if the parent disagrees with a CIMARRON MUNICIPAL SCHOOLS initiated evaluation. Therefore, if a parent refuses to consent to a proposed CIMARRON MUNICIPAL SCHOOLS's evaluation, then an IEE at CIMARRON MUNICIPAL SCHOOLS's expense would not be available since there would be no CIMARRON MUNICIPAL SCHOOLS evaluation with which the parent can disagree.</p> <p>The CIMARRON MUNICIPAL SCHOOLS may ask but may not require the parent to state the reasons for the disagreement. A hearing officer or a court may find that there was no underlying disagreement with the evaluation, and therefore the parent is not entitled to an IEE at CIMARRON MUNICIPAL SCHOOLS's expense.</p> <p>CIMARRON MUNICIPAL SCHOOLS will notify the parent within a reasonable time of its decision to either pay for the IEE or request a due process hearing.</p> <p>Parents are encouraged to contact the Special Education Director prior to obtaining an IEE to obtain approval and</p>
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<p>hearing to defend the public evaluation.</p> <p>(5) A parent is entitled to only one independent educational evaluation at public expense each time the public agency conducts an evaluation with which the parent disagrees.</p> <p>(c) <i>Parent-initiated evaluations.</i> If the parent obtains an independent educational evaluation at public expense or shares with the public agency an evaluation obtained at private expense, the results of the evaluation—</p> <p>(1) Must be considered by the public agency, if it meets agency criteria, in any decision made with respect to the provision of FAPE to the child; and</p> <p>(2) May be presented by any party as evidence at a hearing on a due process complaint under subpart E of this part regarding that child.</p> <p>(d) <i>Requests for evaluations by hearing officers.</i> If a hearing officer requests an independent educational evaluation as part of a hearing on a due process complaint, the cost of the evaluation must be at public expense.</p> <p>(e) <i>Agency criteria.</i></p> <p>(1) If an independent educational evaluation is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the public agency uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an independent educational evaluation.</p> <p>(2) Except for the criteria described in paragraph (e)(1) of this section, a public agency may not impose conditions or timelines related to</p>		<p>assistance in ensuring that the criteria are met. Parents may also make their request known by informing the IEP Team in an IEP Team meeting. CIMARRON MUNICIPAL SCHOOLS's representative of the IEP Team should promptly notify the Special Education Director of the parent's request. Parents who obtain an IEE and later seek reimbursement risk a finding by a hearing officer that the IEE did not meet CIMARRON MUNICIPAL SCHOOLS criteria, and therefore, does not have to be reimbursed by CIMARRON MUNICIPAL SCHOOLS.</p> <p>Upon request for an IEE, CIMARRON MUNICIPAL SCHOOLS will provide to the parent information on where an IEE may be obtained (list of qualified evaluators). However, the list may not be exhaustive. Therefore, parents are free to select whomever they choose to perform the IEE so long as the evaluator meets the CIMARRON MUNICIPAL SCHOOLS's criteria.</p> <p>The criteria for obtaining an IEE at CIMARRON MUNICIPAL SCHOOLS's expense, including the location of the evaluation and the qualifications of the examiner, are the same criteria that CIMARRON MUNICIPAL SCHOOLS uses when it conducts its own evaluation. The following constitute the CIMARRON MUNICIPAL SCHOOLS's criteria which must be followed:</p> <p><u>The Evaluator</u></p> <p>(1) The evaluator conducting an IEE of a child with a disability at public expense must be located within a 100-mile radius of the District.</p> <p>(2) Evaluators must possess current NM licensure/certification. The components of an evaluation must be administered, reviewed, and/or gathered by personnel licensed by the State of New Mexico and/or the NMPED to complete or collect each of the components respectively. For instance, individualized assessments of cognitive/intellectual ability must be administered by NMPED-licensed Educational Diagnosticians or New Mexico-licensed</p>
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<p>obtaining an independent educational evaluation at public expense.  (Authority: 20 U.S.C. 1415(b)(1) and (d)(2)(A))</p>		<p>Psychologists. (See 71 Fed. Reg. 46689 (August 14, 2006))</p> <p>(3) Evaluators must be trained and qualified to administer the specific tests and other evaluation materials in conformance with the instructions provided by the producer.</p> <p><u>The Evaluation</u></p> <p>(1) Evaluations must comply with all requirements specified in State and federal law.</p> <p>(2) The evaluation must be completed a reasonable time after CIMARRON MUNICIPAL SCHOOLS approves the IEE.</p> <p>(3) The content of the evaluation report must comply with all requirements of State and federal law, board policy, and these administrative procedures (using the CIMARRON MUNICIPAL SCHOOLS's format or alternatively the New Mexico T.E.A.M. format for evaluation, or containing the same information).</p> <p>(4) The independent evaluator is requested to furnish a typed evaluation report to the CIMARRON MUNICIPAL SCHOOLS in advance of the IEP Team meeting at which the report will be considered by the student's IEP Team.</p> <p>(5) The report must include an original signature, title of all evaluation personnel involved in the evaluation, and licensure(s)/certification(s) of each evaluator, including license/certification number(s).</p> <p>(6) Protocols must be available for review.</p> <p><u>The Cost</u></p> <p>(1) CIMARRON MUNICIPAL SCHOOLS will pay a fee for an IEE that allows a parent to choose from among qualified professionals in the area.</p> <p>(2) CIMARRON MUNICIPAL SCHOOLS will not pay unreasonably excessive fees. An unreasonably excessive fee is one that is three percent above the prevailing rate in the area for the specific test or type of evaluation</p> <p>(3) When service providers have a sliding scale fee based on parent income, CIMARRON MUNICIPAL SCHOOLS will pay the amount charged to the parent.</p>
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		<p>(4) Reimbursement rates for travel costs for examiners will not exceed CIMARRON MUNICIPAL SCHOOLS’s rates for travel as established by CIMARRON MUNICIPAL SCHOOLS policy or guidelines. CIMARRON MUNICIPAL SCHOOLS will not cash advance any travel costs.</p> <p><u>Steps to be followed by Parents Requesting an IEE at Public Expense and Obtaining Direct Payment or Reimbursement</u></p> <p>Parents obtaining an IEE without following CIMARRON MUNICIPAL SCHOOLS’s criteria risk non-payment. The following steps are designed to ensure an IEE that meets CIMARRON MUNICIPAL SCHOOLS’s criteria and safeguard against non-payment.</p> <ol style="list-style-type: none"> <li>(1) Parents are encouraged to provide the name and address of the evaluator in advance of the IEE to enable the CIMARRON MUNICIPAL SCHOOLS to check the evaluator’s certification/licensure and contract directly with the evaluator.</li> <li>(2) If the parent selects an evaluator that is not on CIMARRON MUNICIPAL SCHOOLS’s list of qualified evaluators, the parent is encouraged to submit the name and vitae of the evaluator to the Special Education Director in advance of obtaining the IEE in order that CIMARRON MUNICIPAL SCHOOLS may notify the parent regarding whether the evaluator is qualified to perform the IEE.</li> <li>(3) Payment will be made directly to the evaluator following receipt of an IEE that meets CIMARRON MUNICIPAL SCHOOLS’s criteria.</li> <li>(4) In the event that a parent pursues an IEE without following steps (1)-(3), an original billing statement must be submitted to CIMARRON MUNICIPAL SCHOOLS and all criteria must be met, including the receipt of a written report by the independent evaluator that meets CIMARRON MUNICIPAL SCHOOLS’s criteria, prior to direct payment or reimbursement.</li> </ol>
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		<p>(5) If a parent believes that an IEE that falls outside of the CIMARRON MUNICIPAL SCHOOLS's criteria is justified by the child's unique circumstances, the parent must request a waiver of the criteria with a description of the unique circumstances that justify an IEE that does not meet CIMARRON MUNICIPAL SCHOOLS's criteria. The CIMARRON MUNICIPAL SCHOOLS will consider any such request.</p> <p>Upon receipt of an IEE that does not meet CIMARRON MUNICIPAL SCHOOLS's criteria including cost criteria, CIMARRON MUNICIPAL SCHOOLS reserves the right to request a due process hearing to demonstrate that the IEE obtained by the parent did not meet CIMARRON MUNICIPAL SCHOOLS's criteria.</p>
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<p><a href="#">§ 300.503 Prior notice by the public agency; content of notice.</a></p>		
<p>(a) <i>Notice.</i> Written notice that meets the <i>requirements</i> of paragraph (b) of this section must be given to the parents of a child with a disability a reasonable time before the public agency—</p> <ol style="list-style-type: none"> <li>(1) Proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child; or</li> <li>(2) Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child.</li> </ol> <p>(b) <i>Content of notice.</i> The notice required under <i>paragraph (a)</i> of this section must include—</p> <ol style="list-style-type: none"> <li>(1) A description of the action proposed or refused by the agency;</li> <li>(2) An explanation of why the agency proposes or</li> </ol>	<p><b>6.29.1.7 NMAC. DEFINITIONS:</b></p> <p>AC. "Prior written notice (PWN)" means the written notice that goes to parents from the school district, informing them the district proposes or refuses to initiate or change the identification, evaluation or educational placement of their child, or the provision of FAPE to the child, and which meets the requirements of 34 CFR, Sections 300.503 and 300.504.</p> <p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>B. Individualized education programs (IEPs).</p> <p>...</p> <ol style="list-style-type: none"> <li>(3) Except as provided in 34 CFR Sec. 300.324(a)(4), each IEP shall include the signature and position of each member of the IEP team and other participants</li> </ol>	<p>CIMARRON MUNICIPAL SCHOOLS may refuse to initiate or change the identification, evaluation, or educational placement of the child, or the provision of a FAPE to the child, if the CIMARRON MUNICIPAL SCHOOLS provides written notice. This includes situations in which CIMARRON MUNICIPAL SCHOOLS wishes to deny a parent's request for an initial evaluation. The written notice must meet the requirements in § 300.503(b). Thus, for situations in which CIMARRON MUNICIPAL SCHOOLS wishes to deny a parent's request for an initial evaluation, the written notice would provide, among other things, an explanation of why CIMARRON MUNICIPAL SCHOOLS refuses to conduct an initial evaluation and the information that was used to make that decision. A parent may challenge CIMARRON MUNICIPAL SCHOOLS's refusal to conduct an initial evaluation by requesting a due process hearing. (See 71 Fed. Reg. 46636 (August 14, 2006))</p>

<p>refuses to take the action;</p> <p>(3) A description of each evaluation procedure, assessment, record, or report the agency used as a basis for the proposed or refused action;</p> <p>(4) A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards can be obtained;</p> <p>(5) Sources for parents to contact to obtain assistance in understanding the provisions of this part;</p> <p>(6) A description of other options that the IEP Team considered and the reasons why those options were rejected; and</p> <p>(7) A description of other factors that are relevant to the agency’s proposal or refusal.</p> <p>(c) <i>Notice in understandable language.</i></p> <p>(1) The notice required under paragraph (a) of this section must be—</p> <p>(i) Written in language understandable to the general public; and</p> <p>(ii) Provided in the native language of the parent or other mode of communication used by the parent, unless it is clearly not feasible to do so.</p> <p>(2) If the native language or other mode of communication of the parent is not a written language, the public agency must take steps to ensure—</p> <p>(i) That the notice is translated orally or by</p>	<p>in the IEP meeting to document their attendance. Written notice of actions proposed or refused by the public agency shall also be provided in compliance with 34 CFR Sec. 300.503 and Paragraph (2) of Subsection D of 6.31.2.13 NMAC and shall be provided at the close of the IEP meeting. Informed written parental consent shall also be obtained for actions for which consent is required under 34 CFR Sec. 300.300 and Subsection F of 6.31.2.13 NMAC. An amended IEP does not take the place of the annual IEP conducted pursuant to CFR Sec. 300.324(a)(4) which requires that members of a child’s IEP team shall be informed of any changes made to the IEP without a meeting.</p> <p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>D. Notice requirements.</p> <p>...</p> <p>(2) Notice of agency actions proposed or refused. A public agency shall give written notice that meets the requirements of 34 CFR Sec. 300.503 to the parents of a child with a disability a reasonable time before the agency proposes or refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child. If the notice relates to a proposed action that also requires parental consent under 34 CFR Sec. 300.300, the public agency may give notice at the same time it requests parental consent.</p> <p>...</p> <p>E. Communications in understandable language. Pursuant to 34 CFR Secs. 300.9(a), 300.322(e), 300.503(c) and 300.504(d), each public agency shall communicate with parents in understandable language, including the parent’s native language or other mode of communication, unless it is clearly not feasible to do so, if necessary for understanding, in IEP meetings, in</p>	<p>CIMARRON MUNICIPAL SCHOOLS is required to provide parents with prior written notice a “reasonable time” before CIMARRON MUNICIPAL SCHOOLS proposes or refuses to initiate or change the identification, evaluation, or educational placement of the child, or the provision of a FAPE to the child. CIMARRON MUNICIPAL SCHOOLS will not substitute a specific timeline to clarify what is meant by the requirement that the notice be provided within a reasonable period of time, because there are a wide variety of circumstances for which any one timeline would be too rigid and, in many cases, might prove unworkable. (See 71 Fed. Reg. 46691 (August 14, 2006)) However, CIMARRON MUNICIPAL SCHOOLS will provide a prior written notice at the close of the IEP meeting.</p> <p>CIMARRON MUNICIPAL SCHOOLS does not provide prior written notice in advance of meetings since providing prior written notice in advance of meetings could suggest, in some circumstances, that CIMARRON MUNICIPAL SCHOOLS’s proposal was improperly arrived at before the meeting and without parent input. (See 71 Fed. Reg. 46691 (August 14, 2006))</p> <p>The prior written notice provisions apply even if the IEP is amended without convening an IEP Team meeting. (See § 300.324(a)(4)(i)) CIMARRON MUNICIPAL SCHOOLS will provide the parent with prior written notice of any amendments to the IEP without a meeting. (See <a href="#">OSERS Q/A on IEPs, Evaluations, and Reevaluations (Revised September 2011)</a>, Q/A C-10)</p> <p>CIMARRON MUNICIPAL SCHOOLS may provide prior written notice at the same time as parental consent is requested, because parental consent cannot be obtained without the requisite prior written notice. (See 71 Fed. Reg. 46691 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS cannot discontinue services following revocation of consent until prior written notice has been provided to the</p>
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<p>other means to the parent in his or her native language or other mode of communication;</p> <p>(ii) That the parent understands the content of the notice; and</p> <p>(iii) That there is written evidence that the requirements in paragraphs (c)(2)(i) and (ii) of this section have been met.</p> <p>(Authority: 20 U.S.C. 1415(b)(3) and (4), 1415(c)(1), 1414(b)(1))</p>	<p>written notices and in obtaining consent where consent is required.</p> <p>F. Parental consent.</p> <p>...</p> <p>(6) Pursuant to 34 CFR Sec. 300.300(b)(4), parents may revoke consent for the continued provision of all special education and related services for their child. The revocation of consent shall be in writing. After providing prior written notice in accordance with 34 CFR Sec. 300.503, the public agency shall cease the provision of special education and related services for that child. The public agency may not use the due process and mediation procedures in Subsection I of 6.31.2.13 NMAC in order to obtain agreement or a ruling that services may be provided to the child. The public agency will not be considered to be in violation of the requirement to make FAPE available to the child once consent has been revoked. The public agency will also not be required to convene an IEP team meeting or develop an IEP for the child for further provision of special education and related services.</p> <p><b>6.29.1.9 NMAC. PROCEDURAL REQUIREMENTS:</b></p> <p>K. Graduation requirements.</p> <p>...</p> <p>(13) Graduation requirements for issuance of a conditional certificate of transition for students with an IEP. The development of a program of study and the granting of a diploma, or use of a conditional certificate of transition in the form of a continuing or transition individualized educational program (IEP) for students receiving special education services, includes the following governing principles:</p> <p>...</p> <p>(g) To establish a level of proficiency on the current graduation examination or the state-approved</p>	<p>parents. CIMARRON MUNICIPAL SCHOOLS will promptly respond to receipt of written revocation of consent by providing prior written notice to the parents. (See 73 Fed. 73008 (December 1, 2008))</p> <p>Once CIMARRON MUNICIPAL SCHOOLS receives a parent’s written revocation of consent for a child’s receipt of special education and related services, CIMARRON MUNICIPAL SCHOOLS must provide prior written notice to the parent regarding the change in educational placement and services that will result from the revocation of consent. (See 73 Fed. 73008 (December 1, 2008))</p> <p>In the 2004 reauthorization of the IDEA, the Congress required the U.S. Department of Education to develop a model form for prior written notice. The Department has, consistent with the instructions from the Congress, developed a <a href="#">Model Form for Prior Written</a> notice to assist States and school districts in understanding the content that IDEA Part B requires. The form developed by the U.S. Department of Education is available through the U.S. Department of Education’s website.</p> <p>The NMPED has developed a model form for prior written notice of the proposed actions of an IEP Team as part of its guidance document for <a href="#">Developing Quality IEPs</a> (December 2010), available through the NMPED website.</p> <p>CIMARRON MUNICIPAL SCHOOLS will provide prior written notice of the proposed actions of an IEP Team following the IEP Team meeting, and will also provide prior written notice as required by the IDEA including whenever the CIMARRON MUNICIPAL SCHOOLS proposes or refuses to evaluate a student. CIMARRON MUNICIPAL SCHOOLS is not required to use the format or specific language reflected in the U.S. Department of Education model form for prior written notice; however the prior written notice provided to the parent by CIMARRON MUNICIPAL SCHOOLS will be consistent with the IDEA and sufficient to meet its requirements.</p>
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	<p>alternate assessment for students on a career readiness program of study or ability program of study, IEP teams shall review the student's performance on the first attempt, and establish a targeted proficiency on all sections that are below the state's minimum requirement. For those students who meet participation criteria for the New Mexico alternate assessment, IEP teams shall set targeted levels of proficiency based upon previous performance on the test. If the student has previously been administered the New Mexico alternate assessment and has achieved an advanced level of overall performance, the IEP team shall arrange for the student to participate in the general graduation examination, and shall identify appropriate accommodations that the student may require. IEP teams shall document the targeted levels of proficiency on the IEP and the PWN, outlining the plan of action to be taken by both the student and the district or charter school to ensure that the student will meet the targeted levels of proficiency. Districts or charter schools may submit a written request for a waiver to the secretary in cases where a student has medical or mental health issues that may result in regression or that negatively influence the student's ability to achieve targeted levels of proficiency. The written request shall be signed by the superintendent or charter school administrator and shall include documentation of the medical or mental health issues.</p>	<p>CIMARRON MUNICIPAL SCHOOLS may use the IEP as part of the prior written notice so long as the document(s) the parent receives meet all the requirements in § 300.503. (See 71 Fed. Reg. 46691 (August 14, 2006))</p>
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<p><a href="#">§ 300.504 Procedural safeguards notice.</a></p> <p>(a) <i>General.</i> A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents only one time a school year, except that a copy also must be given to the parents—</p> <ol style="list-style-type: none"> <li>(1) Upon initial referral or parent request for evaluation;</li> <li>(2) Upon receipt of the first State complaint under §§300.151 through 300.153 and upon receipt of the first due process complaint under §300.507 in a school year;</li> <li>(3) In accordance with the discipline procedures in §300.530(h); and</li> <li>(4) Upon request by a parent.</li> </ol> <p>(b) <i>Internet Web site.</i> A public agency may place a current copy of the procedural safeguards notice on its Internet Web site if a Web site exists.</p> <p>(c) <i>Contents.</i> The procedural safeguards notice must include a full explanation of all of the procedural safeguards available under § 300.148, §§ 300.151 through 300.153, § 300.300, §§300.502 through 300.503, §§ 300.505 through 300.518, §300.520, §§ 300.530 through 300.536 and §§ 300.610 through 300.625 relating to—</p> <ol style="list-style-type: none"> <li>(1) Independent educational evaluations;</li> <li>(2) Prior written notice;</li> <li>(3) Parental consent;</li> <li>(4) Access to education records;</li> <li>(5) Opportunity to present and resolve complaints</li> </ol>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>D. Notice requirements.</p> <p>...</p> <p>(3) Notice of procedural safeguards. A copy of the procedural safeguards available to the parents of a child with a disability shall be given to the parents, only one time a school year, except that a copy shall be given to the parents, (a) upon initial referral for evaluation; (b) upon receipt of the first state complaint under 34 CFR Secs. 300.151 through 300.153; (c) upon receipt of the first due process complaint under 34 CFR Sec. 300.507 of the school year; (d) in accordance with the discipline procedures in 34 CFR Sec. 300.530(h); and (e) upon request of the parents. The notice shall meet all requirements of 34 CFR Sec. 300.504, including the requirement to inform the parents of their obligation under 34 CFR Sec. 300.148 to notify the public agency if they intend to enroll the child in a private school or facility and seek reimbursement from the public agency. A public agency may place a current copy of the procedural safeguards notice on its internet website if a website exists.</p> <p>E. Communications in understandable language. Pursuant to 34 CFR Secs. 300.9(a), 300.322(e), 300.503(c) and 300.504(d), each public agency shall communicate with parents in understandable language, including the parent's native language or other mode of communication, unless it is clearly not feasible to do so, if necessary for understanding, in IEP meetings, in written notices and in obtaining consent where consent is required.</p>	<p>CIMARRON MUNICIPAL SCHOOLS provides parents with a copy of the Parent and Child Rights in Special Education Procedural Safeguards Notice, in English, Spanish or Navajo, as appropriate, at least one time per year and as required by 34 C.F.R. § 300.504.</p> <p>A current copy of the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (English Version)</a>, <a href="#">Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B (Spanish Version)</a> the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice ( Navajo Version)</a>, <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Vietnamese Version)</a>, and the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Russian Version)</a>, are available through the NMPED.</p>
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<p>through the due process complaint and State complaint procedures, including—</p> <ul style="list-style-type: none"> <li>(i) The time period in which to file a complaint;</li> <li>(ii) The opportunity for the agency to resolve the complaint; and</li> <li>(iii) The difference between the due process complaint and the State complaint procedures, including the jurisdiction of each procedure, what issues may be raised, filing and decisional timelines, and relevant procedures;</li> </ul> <ul style="list-style-type: none"> <li>(6) The availability of mediation;</li> <li>(7) The child’s placement during the pendency of any due process complaint;</li> <li>(8) Procedures for students who are subject to placement in an interim alternative educational setting;</li> <li>(9) Requirements for unilateral placement by parents of children in private schools at public expense;</li> <li>(10) Hearings on due process complaints, including requirements for disclosure of evaluation results and recommendations;</li> <li>(11) State-level appeals (if applicable in the State);</li> <li>(12) Civil actions, including the time period in which to file those actions; and</li> <li>(13) Attorneys’ fees.</li> </ul> <p>(d) <i>Notice in understandable language.</i> The notice required under paragraph (a) of this section must meet the requirements of § 300.503(c).</p>		
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(Authority: 20 U.S.C. 1415(d))		
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<a href="#">§ 300.505 Electronic mail.</a>		
<p>A parent of a child with a disability may elect to receive notices required by §§ 300.503, 300.504, and 300.508 by an electronic mail communication, if the public agency makes that option available.</p> <p>(Authority: 20 U.S.C. 1415(n))</p>		<p>CIMARRON MUNICIPAL SCHOOLS does make available to parents the option of receiving notices by electronic mail. Parents who wish to receive notices through electronic mail should contact the Director of Special Education in writing.</p>

<a href="#">§ 300.506 Mediation.</a>		
<p>(a) <i>General.</i> Each public agency must ensure that procedures are established and implemented to allow parties to disputes involving any matter under this part, including matters arising prior to the filing of a due process complaint, to resolve disputes through a mediation process.</p> <p>(b) <i>Requirements.</i> The procedures must meet the following requirements:</p> <p>(1) The procedures must ensure that the mediation process—</p> <p>(i) Is voluntary on the part of the parties;</p> <p>(ii) Is not used to deny or delay a parent's right to a hearing on the parent's due process complaint, or to deny any other rights afforded under Part B of the Act; and</p> <p>(iii) Is conducted by a qualified and impartial mediator who is trained in effective</p>		<p>CIMARRON MUNICIPAL SCHOOLS encourages mediation as a form of dispute resolution. A party can request mediation by complaint the NMPED Alternative Dispute Resolution Request Form, available in <a href="#">English</a> and <a href="#">Spanish</a> through the NMPED website.</p>



<p>mediation techniques.</p> <p>(2) A public agency may establish procedures to offer to parents and schools that choose not to use the mediation process, an opportunity to meet, at a time and location convenient to the parents, with a disinterested party—</p> <p>(i) Who is under contract with an appropriate alternative dispute resolution entity, or a parent training and information center or community parent resource center in the State established under section 671 or 672 of the Act; and</p> <p>(ii) Who would explain the benefits of, and encourage the use of, the mediation process to the parents.</p> <p>(3)</p> <p>(i) The State must maintain a list of individuals who are qualified mediators and knowledgeable in laws and regulations relating to the provision of special education and related services.</p> <p>(ii) The SEA must select mediators on a random, rotational, or other impartial basis.</p> <p>(4) The State must bear the cost of the mediation process, including the costs of meetings described in paragraph (b)(2) of this section.</p> <p>(5) Each session in the mediation process must be scheduled in a timely manner and must be held in a location that is convenient to the parties to the dispute.</p> <p>(6) If the parties resolve a dispute through the mediation process, the parties must execute a legally binding agreement that sets forth that</p>		
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<p>resolution and that—</p> <ul style="list-style-type: none"> <li>(i) States that all discussions that occurred during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding; and</li> <li>(ii) Is signed by both the parent and a representative of the agency who has the authority to bind such agency.</li> </ul> <p>(7) A written, signed mediation agreement under this paragraph is enforceable in any State court of competent jurisdiction or in a district court of the United States. Discussions that occur during the mediation process must be confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding of any Federal court or State court of a State receiving assistance under this part.</p> <p>(c) <i>Impartiality of mediator.</i></p> <ul style="list-style-type: none"> <li>(1) An individual who serves as a mediator under this part— <ul style="list-style-type: none"> <li>(i) May not be an employee of the SEA or the LEA that is involved in the education or care of the child; and</li> <li>(ii) Must not have a personal or professional interest that conflicts with the person’s objectivity.</li> </ul> </li> <li>(2) A person who otherwise qualifies as a mediator is not an employee of an LEA or State agency described under § 300.228 solely because he or she is paid by the agency to serve as a mediator.</li> </ul> <p>(Authority: 20 U.S.C. 1415(e))</p>		
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<p><a href="#">Due Process Hearings in General.</a></p>		
<p>(Not in Federal Regulations; see New Mexico Rules)</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due process hearings.</p> <p>(1) Scope. Subsection I of 6.31.2.13 NMAC establishes procedures governing impartial due process hearings for the following types of cases:</p> <p>(a) requests for due process in IDEA cases governed by 34 CFR Secs. 300.506 through 300.518 and 300.530 through 300.532; and</p> <p>(b) claims for gifted services.</p> <p>...</p> <p>(20) Rule of construction. Nothing in this Subsection I shall be construed to affect the right of a parent to file a complaint with the SED of the department, as described under Subsection H of 6.31.2.13 NMAC.</p> <p>...</p> <p>M. Computation of time.</p> <p>(1) In computing any period of time prescribed or allowed by 6.31.2.13 NMAC, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, a Sunday or a legal holiday in which case the last day shall be the next business day. As</p>	

	<p>used in this rule, “legal holiday” includes any day designated as a state holiday.</p> <p>(2) Notwithstanding Paragraph (1) of this subsection, if the due date of a decision referenced in Subsection H of 6.31.2.13 NMAC falls on a Saturday, a Sunday or a legal holiday, the decision will be due on the previous business day.</p> <p>(3) Notwithstanding Paragraph (1) of this subsection, if the due date of a decision referenced in Subsection I of 6.31.2.13 NMAC falls on a Saturday, a Sunday or a legal holiday, the decision must be mailed no later than the actual due date. A decision is considered “mailed” when addressed, stamped and placed in a United States postal service mailbox. If a parent exercises the option of receiving the decision electronically, the decision is “mailed” when transmitted electronically.</p>	
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<p><a href="#">§ 300.507 Filing a due process complaint.</a></p>		
<p>(a) <i>General.</i></p> <p>(1) A parent or a public agency may file a due process complaint on any of the matters described in §300.503(a)(1) and (2) (relating to the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child).</p> <p>(2) The due process complaint must allege a violation that occurred not more than two years before the date the parent or public agency knew or should have known about the alleged action that forms the basis of the due process complaint, or, if the State has an explicit time limitation for filing a due process complaint under this part, in the time allowed by that State law, except that the exceptions to the timeline described in § 300.511(f) apply to the</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(2) Bases for requesting hearing. A parent or public agency may initiate an impartial due process hearing on the following matters:</p> <p>(a) the public agency proposes to initiate or change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child;</p> <p>(b) the public agency refuses to initiate or change the identification, evaluation or educational placement of the child or the provision of FAPE to the child;</p>	<p>Upon receipt of a request for a due process hearing filed by a parent, CIMARRON MUNICIPAL SCHOOLS will provide the parent with a copy of the Parent and Child Rights in Special Education Procedural Safeguards Notice, in English, Spanish or Navajo, as appropriate. The Parent and Child Rights in Special Education Procedural Safeguards Notice informs parents that the request for due process hearing must be filed within two years of the date that the parent knew or should have known about the problem. The Notice also informs the parent of any free or low-cost legal and other relevant services available in the area.</p> <p>A current copy of the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (English Version), Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B</a></p>

<p>timeline in this section.</p> <p>(b) Information <i>for parents</i>. The public agency must inform the parent of any free or low-cost legal and other relevant services available in the area if—</p> <p>(1) The parent requests the information; or</p> <p>(2) The parent or the agency files a due process complaint under this section.</p> <p>(Authority: 20 U.S.C. 1415(b)(6))</p>	<p>(c) the public agency proposes or refuses to initiate or change the identification, evaluation or educational placement of, or services to, a child who needs or may need gifted services;</p> <p>...</p> <p>(10) Withdrawal of request for hearing. A party may unilaterally withdraw a request for due process at any time before a decision is issued. A written withdrawal that is transmitted to the hearing officer, and the other party at least two business days before a scheduled hearing, shall be without prejudice to the party's right to file a later request on the same claims, which shall ordinarily be assigned to the same hearing officer. A withdrawal that is transmitted or communicated within two business days of the scheduled hearing shall ordinarily be with prejudice to the party's right to file a later request on the same claims unless the hearing officer orders otherwise for good cause shown. A withdrawal that is entered during or after the hearing but before a decision is issued shall be with prejudice. In any event, the hearing officer shall enter an appropriate order of dismissal.</p>	<p><a href="#">(Spanish Version)</a> the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice ( Navajo Version)</a> , <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Vietnamese Version)</a>, and the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Russian Version)</a>, are available through the NMPED.</p>
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<p><a href="#">§ 300.508 Due process complaint.</a></p> <p>(a) <i>General.</i></p> <p>(1) The public agency must have procedures that require either party, or the attorney representing a party, to provide to the other party a due process complaint (which must remain confidential).</p> <p>(2) The party filing a due process complaint must forward a copy of the due process complaint to the SEA.</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(4) Request for hearing. A parent requesting a due process hearing shall transmit written notice of the request to the public agency whose actions are in question and to the SED of the department. A public agency requesting a due process hearing shall transmit written notice of the request to the parent(s)</p>	<p>Upon receipt of a request for a due process hearing filed by a parent, CIMARRON MUNICIPAL SCHOOLS will provide the parent with a copy of the Parent and Child Rights in Special Education Procedural Safeguards Notice, in English, Spanish or Navajo, as appropriate.</p> <p>A current copy of the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (English Version)</a>, <a href="#">Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B</a></p>
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<p>(b) <i>Content of complaint.</i> The due process complaint required in paragraph (a)(1) of this section must include—</p> <ol style="list-style-type: none"> <li>(1) The name of the child;</li> <li>(2) The address of the residence of the child;</li> <li>(3) The name of the school the child is attending;</li> <li>(4) In the case of a homeless child or youth (within the meaning of section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), available contact information for the child, and the name of the school the child is attending;</li> <li>(5) A description of the nature of the problem of the child relating to the proposed or refused initiation or change, including facts relating to the problem; and</li> <li>(6) A proposed resolution of the problem to the extent known and available to the party at the time.</li> </ol> <p>(c) <i>Notice required before a hearing on a due process complaint.</i> A party may not have a hearing on a due process complaint until the party, or the attorney representing the party, files a due process complaint that meets the requirements of paragraph (b) of this section.</p> <p>(d) <i>Sufficiency of complaint.</i></p> <ol style="list-style-type: none"> <li>(1) The due process complaint required by this section must be deemed sufficient unless the party receiving the due process complaint notifies the hearing officer and the other party in writing, within 15 days of receipt of the due process complaint, that the receiving party believes the due process complaint does not meet the requirements in paragraph (b) of this</li> </ol>	<p>and to the SED of the department. The written request shall state with specificity the nature of the dispute and shall include:</p> <ol style="list-style-type: none"> <li>(a) the name of the child;</li> <li>(b) the address of the residence of the child (or available contact information in the case of a homeless child);</li> <li>(c) the name of the school the child is attending;</li> <li>(d) the name of the public agency, if known;</li> <li>(e) the name and address of the party making the request (or available contact information in the case of a homeless party);</li> <li>(f) a description of the nature of the problem of the child relating to the proposed or refused initiation or change, including facts relating to the problem;</li> <li>(g) a proposed resolution of the problem to the extent known and available to the party requesting the hearing at the time;</li> <li>(h) a request for an expedited hearing shall also include a statement of facts sufficient to show that a requesting parent or public agency is entitled to an expedited hearing under 34 CFR Secs. 300.532(c) or 20 USC Sec. 1415(k)(3);</li> <li>(i) a request for a hearing shall be in writing and signed and dated by the parent or the authorized public agency representative; an oral request made by a parent who is unable to communicate by writing shall be reduced to writing by the public agency and signed by the parent;</li> <li>(j) a request for hearing filed by or on behalf of a party who is represented by an attorney shall include a sufficient statement authorizing the</li> </ol>	<p><a href="#">(Spanish Version)</a> the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice ( Navajo Version)</a> , <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Vietnamese Version)</a>, and the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Russian Version)</a>, are available through the NMPED.</p> <p>If the hearing officer determines that the request for due process hearing complaint notice is not sufficient, the hearing officer’s decision will identify how the notice is insufficient, so that the filing party can amend the notice, if appropriate. (See 71 Fed. Reg. 46698 (August 14, 2006))</p> <p>If request for due process hearing complaint notice is determined to be insufficient by the hearing officer and is not amended, the complaint could be dismissed. (See 71 Fed. Reg. 46698 (August 14, 2006)) This process ensures that the parties involved understand and agree on the nature of the complaint before the hearing begins. (See 71 Fed. Reg. 46698 (August 14, 2006))</p> <p>The CIMARRON MUNICIPAL SCHOOLS may seek dismissal of a due process hearing if the parent’s request for due process hearing complaint notice is insufficient and is not properly or timely remedied through an amendment.</p> <p>It is up to the hearing officer to determine whether a specific complaint is within the allowable timeline, including whether an amended complaint relates to a previous complaint. (See 71 Fed. Reg. 46698 (August 14, 2006))</p> <p>When CIMARRON MUNICIPAL SCHOOLS receives a request for due process hearing, CIMARRON MUNICIPAL SCHOOLS will timely provide the parent with a prior written notice regarding the subject matter contained in the parent’s request for due process hearing</p>
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<p>section.</p> <p>(2) Within five days of receipt of notification under paragraph (d)(1) of this section, the hearing officer must make a determination on the face of the due process complaint of whether the due process complaint meets the requirements of paragraph (b) of this section, and must immediately notify the parties in writing of that determination.</p> <p>(3) A party may amend its due process complaint only if—</p> <p>(i) The other party consents in writing to the amendment and is given the opportunity to resolve the due process complaint through a meeting held pursuant to § 300.510; or</p> <p>(ii) The hearing officer grants permission, except that the hearing officer may only grant permission to amend at any time not later than five days before the due process hearing begins.</p> <p>(4) If a party files an amended due process complaint, the timelines for the resolution meeting in § 300.510(a) and the time period to resolve in § 300.510(b) begin again with the filing of the amended due process complaint.</p> <p>(e) <i>LEA response to a due process complaint.</i></p> <p>(1) If the LEA has not sent a prior written notice under §300.503 to the parent regarding the subject matter contained in the parent’s due process complaint, the LEA must, within 10 days of receiving the due process complaint, send to the parent a response that includes—</p> <p>(i) An explanation of why the agency proposed or refused to take the action</p>	<p>representation; a written statement on a client's behalf that is signed by an attorney who is subject to discipline by the New Mexico supreme court for a misrepresentation shall constitute a sufficient authorization; and</p> <p>(k) a party may not have a hearing on a due process complaint until the party, or the attorney representing the party, files a due process complaint that meets the requirements of this paragraph.</p> <p>(5) Response to request for hearing.</p> <p>(a) A request for a hearing shall be deemed to be sufficient unless the party receiving the notice of request notifies the hearing officer and the other party in writing that the receiving party believes the request has not met the requirements of Paragraph (5) of Subsection I of 6.31.2.13 NMAC.</p> <p>(b) Public agency response.</p> <p>(i) In general. If the public agency has not sent a prior written notice to the parent regarding the subject matter contained in the parent's due process hearing request, such public agency shall, within 10 days of its receipt of the request, send to the parent a response that meets the requirements of 34 CFR Sec. 300.508(e) and 20 USC Sec. 1415(c)(2)(B)(i). This requirement presents an additional opportunity for parties to clarify and potentially resolve their dispute(s).</p> <p>(ii) Sufficiency. A response filed by a public agency pursuant to (i) of Subparagraph (b) of Paragraph (6) shall not be construed to preclude such public agency from asserting that the parent's due process hearing request was insufficient where appropriate.</p>	<p>complaint notice, if CIMARRON MUNICIPAL SCHOOLS has not already done so. CIMARRON MUNICIPAL SCHOOLS will provide prior written notice even in the event that CIMARRON MUNICIPAL SCHOOLS believes the request for due process hearing complaint notice is insufficient. If CIMARRON MUNICIPAL SCHOOLS believes the request for due process hearing complaint notice is insufficient, CIMARRON MUNICIPAL SCHOOLS will timely notify the hearing officer.</p>
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<p>raised in the due process complaint;</p> <p>(ii) A description of other options that the IEP Team considered and the reasons why those options were rejected;</p> <p>(iii) A description of each evaluation procedure, assessment, record, or report the agency used as the basis for the proposed or refused action; and</p> <p>(iv) A description of the other factors that are relevant to the agency's proposed or refused action.</p> <p>(2) A response by an LEA under paragraph (e)(1) of this section shall not be construed to preclude the LEA from asserting that the parent's due process complaint was insufficient, where appropriate.</p> <p>(f) <i>Other party response to a due process complaint.</i> Except as provided in paragraph (e) of this section, the party receiving a due process complaint must, within 10 days of receiving the due process complaint, send to the other party a response that specifically addresses the issues raised in the due process complaint.</p> <p>(Authority: 20 U.S.C. 1415(b)(7), 1415(c)(2))</p>	<p>(c) Other party response. Except as provided in Subparagraph (b) of Paragraph (6) of Subsection I of 6.31.2.13 NMAC, the non-complaining party shall, within 10 days of its receipt of the request for due process, send to the requesting party a response that specifically addresses the issues raised in the hearing request. This requirement also presents an opportunity to clarify and potentially resolve disputed issues between the parties.</p> <p>(d) A party against whom a due process hearing request is filed shall have a maximum of 15 days after receiving the request to provide written notification to the hearing officer of insufficiency under Subparagraph (a) of Paragraph (6) of Subsection I of 6.31.2.13 NMAC. The 15 day timeline for the public agency to convene a resolution session under Paragraph (8) of Subsection I of 6.31.2.13 NMAC runs at the same time as the 15 day timeline for filing notice of insufficiency.</p> <p>(e) Determination. Within five days of receipt of a notice of insufficiency under Subparagraph (d) of Paragraph (6) of Subsection I of 6.31.2.13 NMAC, the hearing officer shall make a determination on the face of the due process request of whether it meets the requirements of Paragraph (5) of Subsection I of 6.31.2.13 NMAC, and shall immediately notify the parties in writing of such determination.</p> <p>(f) Amended due process request. A party may amend its due process request only if:</p> <p>(i) the other party consents in writing to such amendment and is given the opportunity to resolve the complaint through a meeting held pursuant to Paragraph (8) of Subsection I of 6.31.2.13 NMAC; or</p>	
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	<p>(ii) the hearing officer grants permission, except that the hearing officer may only grant such permission at any time not later than 5 days before a due process hearing occurs.</p> <p>(g) Applicable timeline. The applicable timeline for a due process hearing under this part shall recommence at the time the party files an amended notice, including the timeline under Paragraph (8) of Subsection I of 6.31.2.13 NMAC.</p>	
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<p><a href="#">§ 300.509 Model forms.</a></p>		
<p>(a) Each SEA must develop model forms to assist parents and public agencies in filing a due process complaint in accordance with §§ 300.507(a) and 300.508(a) through (c) and to assist parents and other parties in filing a State complaint under §§ 300.151 through 300.153. However, the SEA or LEA may not require the use of the model forms.</p> <p>(b) Parents, public agencies, and other parties may use the appropriate model form described in paragraph (a) of this section, or another form or other document, so long as the form or document that is used meets, as appropriate, the content requirements in § 300.508(b) for filing a due process complaint, or the requirements in § 300.153(b) for filing a State complaint.</p> <p>(Authority: 20 U.S.C. 1415(b)(8))</p>		<p>The NMPED has developed a model <a href="#">Due Process Hearing Request Form</a> for use when filing a due process hearing request, available through the NMPED website.</p>

<p><a href="#">§ 300.510 Resolution process.</a></p>		

<p>(a) <i>Resolution meeting.</i></p> <p>(1) Within 15 days of receiving notice of the parent’s due process complaint, and prior to the initiation of a due process hearing under § 300.511, the LEA must convene a meeting with the parent and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the due process complaint that—</p> <p>(i) Includes a representative of the public agency who has decision-making authority on behalf of that agency; and</p> <p>(ii) May not include an attorney of the LEA unless the parent is accompanied by an attorney.</p> <p>(2) The purpose of the meeting is for the parent of the child to discuss the due process complaint, and the facts that form the basis of the due process complaint, so that the LEA has the opportunity to resolve the dispute that is the basis for the due process complaint.</p> <p>(3) The meeting described in paragraph (a)(1) and (2) of this section need not be held if—</p> <p>(i) The parent and the LEA agree in writing to waive the meeting; or</p> <p>(ii) The parent and the LEA agree to use the mediation process described in §300.506.</p> <p>(4) The parent and the LEA determine the relevant members of the IEP Team to attend the meeting.</p> <p>(b) <i>Resolution period.</i></p> <p>(1) If the LEA has not resolved the due process complaint to the satisfaction of the parent</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due process hearings.</p> <p>...</p> <p>(7) Preliminary meeting.</p> <p>(a) Resolution session. Before the opportunity for an impartial due process hearing under Paragraphs (3) or (4) of Subsection I of 6.31.2.13 NMAC , the public agency shall convene a resolution session with the parents and the relevant member or members of the IEP team who have specific knowledge of the facts identified in the due process request, unless the parents and the public agency agree in writing to waive such a meeting, or agree to use the mediation process instead. The resolution session:</p> <p>(i) shall occur within 15 days of the respondent's receipt of a request for due process;</p> <p>(ii) shall include a representative of the public agency who has decision-making authority on behalf of that public agency;</p> <p>(iii) may not include an attorney of the public agency unless the parent is accompanied by an attorney; and</p> <p>(iv) shall provide an opportunity for the parents of the child and the public agency to discuss the disputed issue(s) and the facts that form the basis of the dispute, in order to attempt to resolve the dispute;</p> <p>(v) if the parties desire to have their discussions in the resolution session remain confidential, they may agree in</p>	<p>Upon receipt of a request for a due process hearing filed by a parent, CIMARRON MUNICIPAL SCHOOLS will provide the parent with a copy of the Parent and Child Rights in Special Education Procedural Safeguards Notice, in English, Spanish or Navajo, as appropriate. The Parent and Child Rights in Special Education Procedural Safeguards Notice informs parents of the requirement of a resolution session.</p> <p>A current copy of the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (English Version)</a>, <a href="#">Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B (Spanish Version)</a> the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice ( Navajo Version)</a> , <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Vietnamese Version)</a>, and the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Russian Version)</a>, are available through the NMPED.</p> <p>CIMARRON MUNICIPAL SCHOOLS will contact the parent to arrange a resolution meeting within the required timeframe, unless the parties agree in writing to waive the resolution meeting. CIMARRON MUNICIPAL SCHOOLS and the parent may alternatively agree to participate in mediation. CIMARRON MUNICIPAL SCHOOLS may seek dismissal of the due process hearing complaint if the parent refuses to participate in a resolution meeting and CIMARRON MUNICIPAL SCHOOLS has not agreed to waive the resolution meeting.</p> <p>If the parties do not waive the resolution meeting, CIMARRON MUNICIPAL SCHOOLS will contact the parent to arrange the meeting soon after the due process complaint is received in order to ensure that the resolution meeting is held within 15 days. However, it</p>
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<p>within 30 days of the receipt of the due process complaint, the due process hearing may occur.</p> <p>(2) Except as provided in paragraph (c) of this section, the timeline for issuing a final decision under § 300.515 begins at the expiration of this 30-day period.</p> <p>(3) Except where the parties have jointly agreed to waive the resolution process or to use mediation, notwithstanding paragraphs (b)(1) and (2) of this section, the failure of the parent filing a due process complaint to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held.</p> <p>(4) If the LEA is unable to obtain the participation of the parent in the resolution meeting after reasonable efforts have been made (and documented using the procedures in § 300.322(d)), the LEA may, at the conclusion of the 30-day period, request that a hearing officer dismiss the parent's due process complaint.</p> <p>(5) If the LEA fails to hold the resolution meeting specified in paragraph (a) of this section within 15 days of receiving notice of a parent's due process complaint or fails to participate in the resolution meeting, the parent may seek the intervention of a hearing officer to begin the due process hearing timeline.</p> <p>(c) <i>Adjustments to 30-day resolution period.</i> The 45-day timeline for the due process hearing in § 300.515(a) starts the day after one of the following events:</p> <p>(1) Both parties agree in writing to waive the resolution meeting;</p>	<p>writing to maintain the confidentiality of all discussions and that such discussions cannot later be used as evidence in the due process hearing or any other proceeding; and</p> <p>(vi) if an agreement is reached following a resolution session, the parties shall execute a legally binding agreement that is signed by both the parent and a representative of the public agency who has the authority to bind that public agency, and which is enforceable in any state court of competent jurisdiction or in a district court of the United States; if the parties execute an agreement pursuant to a resolution session, a party may void this agreement within three business days of the agreement's execution; further, if the resolution session participants reach agreement on any IEP-related matters, the binding agreement shall state that the public agency will subsequently convene an IEP meeting to inform the student's service providers of their responsibilities under that agreement, and revise the student's IEP accordingly.</p> <p>(b) FIEP meeting; mediation. Parties to a due process hearing may choose to convene a FIEP meeting or mediation instead of a resolution session. To do so, the party filing the request for the hearing shall (and the responding party may) notify the hearing officer in writing within one business day of the parties' decision to jointly request one of these options. A FIEP meeting or mediation shall be completed not later than 14 days after the assignment of the IEP facilitator or mediator by the SED, unless, upon joint request by the parties, an extension is granted by the hearing officer. Each session in the FIEP or mediation process must be scheduled in a timely manner and shall be held in a location that is convenient to the parties to the hearing. The requirements for mediation, as</p>	<p>is not necessary to notify the parent within five days of receiving a due process complaint about CIMARRON MUNICIPAL SCHOOLS's intention to convene or waive the resolution meeting. (See 71 Fed. Reg. 46700 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will act cooperatively with the parents in determining who will attend the resolution meeting, as a resolution meeting is unlikely to result in any resolution of the dispute if the parties cannot agree on who should attend. CIMARRON MUNICIPAL SCHOOLS understands that the resolution process offers a valuable chance to resolve disputes before expending what can be considerable time and money in due process hearings. (See 71 Fed. Reg. 46701 (August 14, 2006))</p> <p>In situations where CIMARRON MUNICIPAL SCHOOLS convenes a meeting with the parent and the relevant member or members of the IEP Team who have specific knowledge of the facts identified in the due process complaint, and the parent fails to participate in the resolution meeting, CIMARRON MUNICIPAL SCHOOLS will continue to make diligent efforts throughout the remainder of the 30-day resolution period to convince the parent to participate in the resolution meeting. If, however, at the end of the 30-day resolution period, CIMARRON MUNICIPAL SCHOOLS is still unable to convince the parent to participate in the resolution meeting, CIMARRON MUNICIPAL SCHOOLS may seek intervention by a hearing officer to dismiss the complaint. (See 71 Fed. Reg. 46702 (August 14, 2006))</p>
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<p>(2) After either the mediation or resolution meeting starts but before the end of the 30-day period, the parties agree in writing that no agreement is possible;</p> <p>(3) If both parties agree in writing to continue the mediation at the end of the 30-day resolution period, but later, the parent or public agency withdraws from the mediation process.</p> <p>(d) <i>Written settlement agreement.</i> If a resolution to the dispute is reached at the meeting described in paragraphs (a)(1) and (2) of this section, the parties must execute a legally binding agreement that is—</p> <p>(1) Signed by both the parent and a representative of the agency who has the authority to bind the agency; and</p> <p>(2) Enforceable in any State court of competent jurisdiction or in a district court of the United States, or, by the SEA, if the State has other mechanisms or procedures that permit parties to seek enforcement of resolution agreements, pursuant to § 300.537.</p> <p>(e) <i>Agreement review period.</i> If the parties execute an agreement pursuant to paragraph (c) of this section, a party may void the agreement within 3 business days of the agreement's execution.</p> <p>(Authority: 20 U.S.C. 1415(f)(1)(B))</p>	<p>set forth at Subparagraph (c) of Paragraph (3) of Subsection H of 6.31.2.13 NMAC, apply to mediation in this context, as well.</p> <p>(c) Applicable timelines.</p> <p>(i) If the parties agree to convene a resolution session, the applicable timelines for the due process hearing shall be suspended for up to 30 days from the date the due process request was received by the SED (except in the case of an expedited hearing), and the meeting shall proceed according to the requirements set forth under Subparagraph (a) of Paragraph (8) of Subsection I of 6.31.2.13 NMAC .</p> <p>(ii) If the parties agree to convene a FIEP meeting or mediation, the public agency shall contact the person or entity identified by the SED to arrange for mediation or a FIEP meeting, as appropriate. Except for expedited hearings, the parties to the FIEP meeting or mediation process may jointly request that the hearing officer grant a specific extension of time for the prehearing conference and for completion of the hearing beyond the 45 day period for issuance of the hearing decision. The hearing officer may grant such extensions in a regular case but may not exceed the 20 school day deadline in an expedited case.</p> <p>(iii) If the parties agree to waive all preliminary meeting options and proceed with the due process hearing, the hearing officer shall send written notification to the parties that the applicable timelines for the due process hearing procedure shall commence as of the date of that notice. The hearing officer shall thereafter proceed with the prehearing procedures, as set forth under Paragraph (12) of Subsection I of 6.31.2.13 NMAC.</p>	
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	<ul style="list-style-type: none"> <li>(d) Resolution. Upon resolution of the dispute, the party who requested the due process hearing shall transmit a written notice informing the hearing officer and the SED that the matter has been resolved and withdraw the request for hearing. The hearing officer shall transmit an appropriate order of dismissal to the parties and the SED.</li> <li>(e) Hearing. If the parties convene a resolution session and they have not resolved the disputed issue(s) within 30 days of the receipt of the due process request by the SED in a non-expedited case, the public agency shall (and the parents may) notify the hearing officer in writing within one business day of reaching this outcome. The hearing officer shall then promptly notify the parties in writing that the due process hearing shall proceed and all applicable timelines for a hearing under this part shall commence as of the date of such notice.</li> <li>(f) Further adjustments to the timelines may be made as provided in 34 CFR Secs. 300.510(b) and 300.501(c).</li> <li>(g) The resolution of disputes by mutual agreement is strongly encouraged and nothing in these rules shall be interpreted as prohibiting the parties from engaging in settlement discussions at any time before, during or after an ADR meeting, a due process hearing or a civil action.</li> </ul>	
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<p><a href="#">Due Process Prehearing Procedures.</a></p>		
<p>(Not in Federal Regulations; see New Mexico Rules)</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p>	

	<p>I. Due Process Hearings</p> <p>...</p> <p>(11) Prehearing procedures. Unless extended by the hearing officer at the request of a party, within 14 days of the commencement of the timeline for a due process hearing and as soon as is reasonably practicable in an expedited case, the hearing officer shall conduct an initial prehearing conference with the parent and the public agency to:</p> <ul style="list-style-type: none"> <li>(a) identify the issues (disputed claims and defenses) to be decided at the hearing and the relief sought;</li> <li>(b) establish the hearing officer's jurisdiction over IDEA and gifted issues;</li> <li>(c) determine the status of the resolution session, FIEP meeting or mediation between the parties, and determine whether an additional prehearing conference will be necessary as a result;</li> <li>(d) review the hearing rights of both parties, as set forth in Paragraphs (16) and (17) of Subsection I of 6.31.2.13 NMAC , including reasonable accommodations to address an individual's need for an interpreter at public expense;</li> <li>(e) review the procedures for conducting the hearing;</li> <li>(f) set a date, time and place for the hearing that is reasonably convenient to the parents and child involved; the hearing officer shall have discretion to determine the length of the hearing, taking into consideration the issues presented;</li> <li>(g) determine whether the child who is the subject of the hearing will be present and whether the hearing will be open to the public;</li> </ul>	
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	<ul style="list-style-type: none"> <li>(h) set the date by which any documentary evidence intended to be used at the hearing by the parties shall be exchanged; the hearing officer shall further inform the parties that, not less than five business days before a regular hearing or, if the hearing officer so directs, not less than two business days before an expedited hearing, each party shall disclose to the other party all evaluations completed by that date and recommendations based on the evaluations that the party intends to use at the hearing; the hearing officer may bar any party that fails to disclose such documentary evidence, evaluation(s) or recommendation(s) by the deadline from introducing the evidence at the hearing without the consent of the other party;</li> <li>(i) as appropriate, determine the current educational placement of the child pursuant to Paragraph (27) of Subsection I of 6.31.2.13 NMAC ;</li> <li>(j) exchange lists of witnesses and, as appropriate, entertain a request from a party to issue an administrative order compelling the attendance of a witness or witnesses at the hearing;</li> <li>(k) address other relevant issues and motions; and</li> <li>(l) determine the method for having a written, or at the option of the parent, electronic verbatim record of the hearing; the public agency shall be responsible for arranging for the verbatim record of the hearing; and</li> <li>(m) the hearing officer shall transmit to the parties and the SED of the department a written summary of the prehearing conference; the summary shall include, but not be limited to, the date, time and place of the hearing, any prehearing decisions, and any orders from the hearing officer.</li> </ul>	
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	<p>...</p> <p>(13) In order to limit testimony at the hearing to only those factual matters which remain in dispute between the parties, on or before 10 days before the date of the hearing, each party shall submit a statement of proposed stipulated facts to the opposing party. On or before five days before the date of the hearing, the parties shall submit a joint statement of stipulated facts to the hearing officer. All agreed-upon stipulated facts shall be deemed admitted, and evidence shall not be permitted for the purpose of establishing these facts.</p>	
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<p><a href="#">§ 300.511 Impartial due process hearing.</a></p> <p>(a) <i>General.</i> Whenever a due process complaint is received under § 300.507 or § 300.532, the parents or the LEA involved in the dispute must have an opportunity for an impartial due process hearing, consistent with the procedures in §§ 300.507, 300.508, and 300.510.</p> <p>(b) <i>Agency responsible for conducting the due process hearing.</i> The hearing described in paragraph (a) of this section must be conducted by the SEA or the public agency directly responsible for the education of the child, as determined under State statute, State regulation, or a written policy of the SEA.</p> <p>(c) <i>Impartial hearing officer.</i></p> <p>(1) At a minimum, a hearing officer—</p> <p>(i) Must not be—</p> <p>(A) An employee of the SEA or the LEA that is involved in the education or care of the child; or</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(8) Hearing officer responsibility and authority. Hearing officers shall conduct proceedings under these rules with due regard for the costs and other burdens of due process proceedings for public agencies, parents and students. In that regard, hearing officers shall strive to maintain a reasonable balance between affording parties a fair opportunity to vindicate their IDEA rights and the financial and human costs of the proceedings to all concerned. Accordingly, each hearing officer shall exercise such control over the parties, proceedings and the hearing officer's own practices as the hearing officer deems appropriate to further those ends under the circumstances of each case. In particular, and without limiting the generality of the foregoing, the hearing officer, at the request of a party or upon the hearing officer's own initiative and after the parties have had a reasonable</p>	<p>CIMARRON MUNICIPAL SCHOOLS understands that New Mexico has considerable latitude in determining appropriate procedural rules for due process hearings as long as they are not inconsistent with the basic elements of due process hearings and rights of the parties set out in IDEA and its regulations. The specific application of those procedures to particular cases generally should be left to the discretion of hearing officers who have the knowledge and ability to conduct hearings in accordance with standard legal practice. There is nothing in the IDEA or these regulations that would prohibit a hearing officer from making determinations on procedural matters not addressed in IDEA, so long as such determinations are made in a manner that is consistent with a parent's or CIMARRON MUNICIPAL SCHOOLS's right to a timely due process hearing. (See 71 Fed. Reg. 46704 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will pay expenses of a hearing as required to do so.</p>
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<p>(B) A person having a personal or professional interest that conflicts with the person's objectivity in the hearing;</p> <p>(ii) Must possess knowledge of, and the ability to understand, the provisions of the Act, Federal and State regulations pertaining to the Act, and legal interpretations of the Act by Federal and State courts;</p> <p>(iii) Must possess the knowledge and ability to conduct hearings in accordance with appropriate, standard legal practice; and</p> <p>(iv) Must possess the knowledge and ability to render and write decisions in accordance with appropriate, standard legal practice.</p> <p>(2) A person who otherwise qualifies to conduct a hearing under paragraph (c)(1) of this section is not an employee of the agency solely because he or she is paid by the agency to serve as a hearing officer.</p> <p>(3) Each public agency must keep a list of the persons who serve as hearing officers. The list must include a statement of the qualifications of each of those persons.</p> <p>(d) <i>Subject matter of due process hearings.</i> The party requesting the due process hearing may not raise issues at the due process hearing that were not raised in the due process complaint filed under § 300.508(b), unless the other party agrees otherwise.</p> <p>(e) <i>Timeline for requesting a hearing.</i> A parent or agency must request an impartial hearing on their due process complaint within two years of the date the parent or agency knew or should have known about the alleged action that forms the basis of the</p>	<p>opportunity to express their views on disputed issues:</p> <p>(a) shall ensure by appropriate orders that parents and their duly authorized representatives have timely access to records and information under the public agency's control which are reasonably necessary for a fair assessment of the IDEA issues raised by the requesting party;</p> <p>(b) shall limit the issues for hearing to those permitted by IDEA which the hearing officer deems necessary for the protection of the rights that have been asserted by the requesting party in each case;</p> <p>(c) may issue orders directing the timely production of relevant witnesses, documents or other information within a party's control, protective orders or administrative orders to appear for hearings, and may address a party's unjustified failure or refusal to comply by appropriate limitations on the claims, defenses or evidence to be considered;</p> <p>(d) shall exclude evidence that is irrelevant, immaterial, unduly repetitious or excludable on constitutional or statutory grounds or on the basis of evidentiary privilege recognized in federal courts or the courts of New Mexico;</p> <p>(e) may issue such other orders and make such other rulings, not inconsistent with express provisions of these rules or IDEA, as the hearing officer deems appropriate to control the course, scope and length of the proceedings while ensuring that the parties have a fair opportunity to present and support all allowable claims and defenses that have been asserted; and</p> <p>(f) shall not permit non-attorneys to represent parties at due process hearings.</p>	
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<p>due process complaint, or if the State has an explicit time limitation for requesting such a due process hearing under this part, in the time allowed by that State law.</p> <p>(f) <i>Exceptions to the timeline.</i> The timeline described in <i>paragraph (e)</i> of this section does not apply to a parent if the parent was prevented from filing a due process complaint due to—</p> <ol style="list-style-type: none"> <li>(1) Specific misrepresentations by the LEA that it had resolved the problem forming the basis of the due process complaint; or</li> <li>(2) The LEA's withholding of information from the parent that was required under this part to be provided to the parent.</li> </ol> <p>(Approved by the Office of Management and Budget under control number 1820–0600) (Authority: 20 U.S.C. 1415(f)(1)(A), 1415(f)(3)(A)–(D))</p>	<p>(9) Duties of the hearing officer. The hearing officer shall excuse himself or herself from serving in a hearing in which he or she believes a personal or professional bias or interest exists which conflicts with his or her objectivity. The hearing officer shall:</p> <ol style="list-style-type: none"> <li>(a) make a determination regarding the sufficiency of a request for due process within five days of receipt of any notice of insufficiency, and notify the parties of this determination in writing;</li> <li>(b) schedule an initial prehearing conference within 14 days of commencement of the timeline for a due process hearing, or as soon as reasonably practicable in an expedited case pursuant to Paragraph (12) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13 (I)(11) NMAC);</li> <li>(c) reach a decision, which shall include written findings of fact, conclusions of law, and reasons for these findings and conclusions and shall be based solely on evidence presented at the hearing;</li> <li>(d) transmit the decision to the parties and to the SED within 45 days of the commencement of the timeline for the hearing, unless a specific extension of time has been granted by the hearing officer at the request of a party to the hearing, or at the joint request of the parties where the reason for the request is to permit the parties to pursue an ADR option; for an expedited hearing, no extensions or exceptions beyond the time frame provided in Subparagraph (a) of Paragraph (19) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13(I)(18)(a) NMAC);</li> <li>(e) the hearing officer may reopen the record for further proceedings at any time before reaching a final decision after transmitting appropriate notice to the parties; the hearing is considered</li> </ol>	
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	<p>closed and final when the written decision is transmitted to the parties and to the SED; and</p> <p>(f) the decision of the hearing officer is final, unless a party brings a civil action as set forth in Paragraph (24) of Subsection I of 6.31.2.13 NMAC, (correct citation 6.31.2.13(I)(23) NMAC) .</p> <p>...</p> <p>(17) Limitations on the hearing.</p> <p>(a) The party requesting the due process hearing shall not be allowed to raise issues at the hearing that were not raised in the request for a due process hearing (including an amended request, if such amendment was previously permitted) filed under Paragraph (5) of Subsection I of 6.31.2.13 NMAC, (correct citation 6.31.2.13(I)(4) NMAC) unless the other party agrees otherwise.</p> <p>(b) Timeline for requesting hearing. A parent or public agency shall request an impartial due process hearing within two years of the date that the parent or public agency knew or should have known about the alleged action that forms the basis of the due process request.</p> <p>(c) Exceptions to the timeline. The timeline described in Subparagraph (b) of Paragraph (18) of Subsection I of 6.31.2.13 NMAC,(correct citation 6.31.2.13(I)(17)(b) NMAC) shall not apply to a parent if the parent was prevented from requesting the hearing due to:</p> <p>(i) specific misrepresentations by the public agency that it had resolved the problem that forms the basis of the due process request; or</p>	
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	<p>(ii) the public agency's withholding of information from the parent that was required under this part to be provided to the parent.</p> <p>...</p> <p>(22) Expenses of the hearing. The public agency shall be responsible for paying administrative costs associated with a hearing, including the hearing officer's fees and expenses and expenses related to the preparation and copying of the verbatim record, its transmission to the SED, and any further expenses for preparing the complete record of the proceedings for filing with a reviewing federal or state court in a civil action. Each party to a hearing shall be responsible for its own legal fees or other costs, subject to Paragraph (25) of Subsection I of 6.31.2.13 NMAC(correct citation 6.31.2.13(I)(24) NMAC) .</p>	
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<p><a href="#">§ 300.512 Hearing rights.</a></p>		
<p>(a) <i>General.</i> Any party to a hearing conducted pursuant to §§300.507 through 300.513 or §§ 300.530 through 300.534, or an appeal conducted pursuant to § 300.514, has the right to—</p> <p>(1) Be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of children with disabilities, except that whether parties have the right to be represented by non-attorneys at due process hearings is determined under State law;</p> <p>(2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;</p>	<p><b>6.31.2.13 ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(6) Duties of the SED of the department. Upon receipt of a written request for due process, the SED shall:</p> <p>(a) appoint a qualified and impartial hearing officer who meets the requirements of 34 CFR Sec. 300.511(c) and 20 USC Sec. 1415(f)(3)(A);</p> <p>(b) arrange for the appointment of a qualified and impartial mediator or IEP facilitator pursuant to</p>	

<p>(3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;</p> <p>(4) Obtain a written, or, at the option of the parents, electronic, verbatim record of the hearing; and</p> <p>(5) Obtain written, or, at the option of the parents, electronic findings of fact and decisions.</p> <p>(b) <i>Additional disclosure of information.</i></p> <p>(1) At least five business days prior to a hearing conducted pursuant to § 300.511(a), each party must disclose to all other parties all evaluations completed by that date and recommendations based on the offering party' evaluations that the party intends to use at the hearing.</p> <p>(2) A hearing officer may bar any party that fails to comply with paragraph (b)(1) of this section from introducing the relevant evaluation or recommendation at the hearing without the consent of the other party.</p> <p>(c) <i>Parental rights at hearings.</i> Parents involved in hearings must be given the right to—</p> <p>(1) Have the child who is the subject of the hearing present;</p> <p>(2) Open the hearing to the public; and</p> <p>(3) Have the record of the hearing and the findings of fact and decisions described in paragraphs (a)(4) and (a)(5) of this section provided at no cost to parents.</p> <p>(Authority: 20 U.S.C. 1415(f)(2), 1415(h))</p>	<p>34 CFR Sec. 300.506 to offer ADR services to the parties;</p> <p>(c) inform the parent in writing of any free or low-cost legal and other relevant services available in the area; the SED shall also make this information available whenever requested by a parent; and</p> <p>(d) inform the parent that in any action or proceeding brought under 20 USC Sec. 1415, a state or federal court, in its discretion and subject to the further provisions of 20 USC Sec. 1415(g)(3)(b) and 34 CFR Sec. 300.517, may award reasonable attorneys' fees as part of the costs to a prevailing party;</p> <p>(e) the SED shall also:</p> <p>(i) keep a list of the persons who serve as hearing officers and a statement of their qualifications;</p> <p>(ii) appoint another hearing officer if the initially appointed hearing officer excuses himself or herself from service;</p> <p>(iii) ensure that mediation and FIEP meetings are considered as voluntary and are not used to deny or delay a parent's right to a hearing; and</p> <p>(iv) ensure that within forty-five (45) days of commencement of the timeline for a due process hearing, a final written decision is reached and a copy transmitted to the parties, unless one or more specific extensions of time have been granted by the hearing officer at the request of either party (or at the joint request of the parties, where the reason for the request is to allow the parties to pursue an ADR option); and</p>	
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	<p>(f) following the decision, the SED shall, after deleting any personally identifiable information, transmit the findings and decision to the state IDEA advisory panel and make them available to the public upon request.</p> <p>...</p> <p>(14) Any party to a hearing has the right to:</p> <p>(a) be accompanied and advised by counsel and by individuals with special knowledge or training with respect to the problems of children with disabilities;</p> <p>(b) present evidence and confront, cross-examine and compel the attendance of witnesses;</p> <p>(c) prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before a regular hearing or, if the hearing officer so directs in the prehearing summary, at least two business days before an expedited hearing;</p> <p>(d) obtain a written, or, at the option of the parents, electronic verbatim record of the hearing; and</p> <p>(e) obtain written, or, at the option of the parents, electronic findings of fact and decisions.</p> <p>(15) Parents involved in hearings also have the right to:</p> <p>(a) have the child who is the subject of the hearing present; and</p> <p>(b) open the hearing to the public.</p> <p>(16) The record of the hearing and the findings of fact and decisions shall not be provided at no cost to the parents.</p>	
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<p><a href="#">§ 300.513 Hearing decisions.</a></p>		
<p>(a) <i>Decision of hearing officer on the provision of FAPE.</i></p> <p>(1) Subject to paragraph (a)(2) of this section, a hearing officer's determination of whether a child received FAPE must be based on substantive grounds.</p> <p>(2) In matters alleging a procedural violation, a hearing officer may find that a child did not receive a FAPE only if the procedural inadequacies—</p> <p>(i) Impeded the child's right to a FAPE;</p> <p>(ii) Significantly impeded the parent's opportunity to participate in the decision-making process regarding the provision of a FAPE to the parent's child; or</p> <p>(iii) Caused a deprivation of educational benefit.</p> <p>(3) Nothing in paragraph (a) of this section shall be construed to preclude a hearing officer from ordering an LEA to comply with procedural requirements under §§300.500 through 300.536.</p> <p>(b) <i>Construction clause.</i> Nothing in §§ 300.507 through 300.513 shall be construed to affect the right of a parent to file an appeal of the due process hearing decision with the SEA under §300.514(b), if a State level appeal is available.</p> <p>(c) <i>Separate request for a due process hearing.</i> Nothing in §§300.500 through 300.536 shall be construed to preclude a parent from filing a separate due process complaint on an issue separate from a due process complaint already filed.</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(19) Decision of the hearing officer.</p> <p>(a) In general. Subject to Subparagraph (b) of Paragraph (20) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13.(I)(19) NMAC) , a decision made by a hearing officer shall be made on substantive grounds based on a determination of whether the child received a free appropriate public education (FAPE).</p> <p>(b) Procedural issues. In matters alleging a procedural violation, a hearing officer may find that a child did not receive a FAPE only if the procedural inadequacies:</p> <p>(i) impeded the child's right to a FAPE;</p> <p>(ii) significantly impeded the parents' opportunity to participate in the decision-making process regarding the provision of a FAPE to the student; or</p> <p>(iii) caused a deprivation of educational benefits.</p> <p>(c) Rule of construction. Nothing in this paragraph shall be construed to preclude a hearing officer from ordering a public agency to comply with procedural requirements under this section.</p>	

<p>(d) <i>Findings and decision to advisory panel and general public.</i> The public agency, after deleting any personally identifiable information, must—</p> <p>(1) Transmit the findings and decisions referred to in §300.512(a)(5) to the State advisory panel established under § 300.167; and</p> <p>(2) Make those findings and decisions available to the public.</p> <p>(Authority: 20 U.S.C. 1415(f)(3)(E) and (F), 1415(h)(4),1415(o))</p>		
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<p><a href="#">§ 300.514 Finality of decision; appeal; impartial review.</a></p> <p>(a) <i>Finality of hearing decision.</i> A decision made in a hearing conducted pursuant to §§ 300.507 through 300.513 or §§300.530 through 300.534 is final, except that any party involved in the hearing may appeal the decision under the provisions of paragraph (b) of this section and § 300.516.</p> <p>(b) <i>Appeal of decisions; impartial review.</i></p> <p>(1) If the hearing required by § 300.511 is conducted by a public agency other than the SEA, any party aggrieved by the findings and decision in the hearing may appeal to the SEA.</p> <p>(2) If there is an appeal, the SEA must conduct an impartial review of the findings and decision appealed. The official conducting the review must—</p> <p>(i) Examine the entire hearing record;</p> <p>(ii) Ensure that the procedures at the hearing were consistent with the requirements of</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(21) Modification of final decision. Clerical mistakes in final decisions, orders or parts of the record and errors therein arising from oversight or omission may be corrected by the hearing officer at any time on the hearing officer's own initiative or on the request of any party and after such notice, if any, as the hearing officer orders. Such mistakes may be corrected after a civil action has been brought pursuant to Paragraph (24) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13 (I)(23)NMAC) only with leave of the state or federal district court presiding over the civil action.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will comply with the final decision of a hearing officer, unless otherwise required due to a pending appeal or by order of a court.</p> <p>Upon receipt of a request for a due process hearing filed by a parent, CIMARRON MUNICIPAL SCHOOLS will provide the parent with a copy of the Parent and Child Rights in Special Education Procedural Safeguards Notice, in English, Spanish or Navajo, as appropriate. The Parent and Child Rights in Special Education Procedural Safeguards Notice informs parents of the timelines for appealing the decision of a hearing officer.</p> <p>A current copy of the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (English Version)</a>, <a href="#">Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B (Spanish Version)</a> the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice ( Navajo</a></p>
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<p>due process;</p> <ul style="list-style-type: none"> <li>(iii) Seek additional evidence if necessary. If a hearing is held to receive additional evidence, the rights in §300.512 apply;</li> <li>(iv) Afford the parties an opportunity for oral or written argument, or both, at the discretion of the reviewing official;</li> <li>(v) Make an independent decision on completion of the review; and</li> <li>(vi) Give a copy of the written, or, at the option of the parents, electronic findings of fact and decisions to the parties.</li> </ul> <p>(c) <i>Findings and decision to advisory panel and general public.</i> The SEA, after deleting any personally identifiable information, must—</p> <ul style="list-style-type: none"> <li>(1) Transmit the findings and decisions referred to in paragraph (b)(2)(vi) of this section to the State advisory panel established under § 300.167; and</li> <li>(2) Make those findings and decisions available to the public.</li> </ul> <p>(d) <i>Finality of review decision.</i> The decision made by the reviewing official is final unless a party brings a civil action under § 300.516.</p> <p>(Authority: 20 U.S.C. 1415(g) and (h)(4), 1415(i)(1)(A),1415(i)(2))</p>		<p><a href="#">Version</a>), <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Vietnamese Version)</a>, and the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Russian Version)</a>, are available through the NMPED.</p>
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<p><a href="#">§ 300.515 Timelines and convenience of hearings and reviews.</a></p>		
<p>(a) The public agency must ensure that not later than 45</p>		

<p>days after the expiration of the 30 day period under § 300.510(b), or the adjusted time periods described in § 300.510(c)—</p> <p>(1) A final decision is reached in the hearing; and</p> <p>(2) A copy of the decision is mailed to each of the parties.</p> <p>(b) The SEA must ensure that not later than 30 days after the receipt of a request for a review—</p> <p>(1) A final decision is reached in the review; and</p> <p>(2) A copy of the decision is mailed to each of the parties.</p> <p>(c) A hearing or reviewing officer may grant specific extensions of time beyond the periods set out in paragraphs (a) and (b) of this section at the request of either party.</p> <p>(d) Each hearing and each review involving oral arguments must be conducted at a time and place that is reasonably convenient to the parents and child involved.</p> <p>(Authority: 20 U.S.C. 1415(f)(1)(B)(ii), 1415(g), 1415(i)(1))</p>	<p><b>6.31.2.13 ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(12) Each hearing involving oral arguments must be conducted at a time and place that is reasonably convenient to the parents and child involved.</p>	
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<p><a href="#">§ 300.516 Civil action.</a></p> <p>(a) <i>General.</i> Any party aggrieved by the findings and decision made under §§ 300.507 through 300.513 or §§ 300.530 through 300.534 who does not have the right to an appeal under § 300.514(b), and any party aggrieved by the findings and decision under § 300.514(b), has the right to bring a civil action with respect to the due process complaint notice requesting a due process hearing under § 300.507 or §§300.530 through 300.532. The action may be</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(24) Civil action.</p>	
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<p>brought in any State court of competent jurisdiction or in a district court of the United States without regard to the amount in controversy.</p> <p>(b) <i>Time limitation.</i> The party bringing the action shall have 90 days from the date of the decision of the hearing officer or, if applicable, the decision of the State review official, to file a civil action, or, if the State has an explicit time limitation for bringing civil actions under Part B of the Act, in the time allowed by that State law.</p> <p>(c) <i>Additional requirements.</i> In any action brought under paragraph (a) of this section, the court—</p> <ol style="list-style-type: none"> <li>(1) Receives the records of the administrative proceedings;</li> <li>(2) Hears additional evidence at the request of a party; and</li> <li>(3) Basing its decision on the preponderance of the evidence, grants the relief that the court determines to be appropriate.</li> </ol> <p>(d) <i>Jurisdiction of district courts.</i> The district courts of the United States have jurisdiction of actions brought under section 615 of the Act without regard to the amount in controversy.</p> <p>(e) <i>Rule of construction.</i> Nothing in this part restricts or limits the rights, procedures, and remedies available under the Constitution, the Americans with Disabilities Act of 1990, title V of the Rehabilitation Act of 1973, or other Federal laws protecting the rights of children with disabilities, except that before the filing of a civil action under these laws seeking relief that is also available under section 615 of the Act, the procedures under §§ 300.507 and 300.514 must be exhausted to the same extent as would be required had the action been brought under section 615 of the Act.</p>	<p>(a) Any party aggrieved by the decision of a hearing officer in an IDEA matter has the right to bring a civil action in a state or federal district court pursuant to 20 USC Sec. 1415(i) and 34 CFR Sec. 300.516. Any civil action must be filed within 30 days of the receipt of the hearing officer's decision by the appealing party.</p> <p>(b) A party aggrieved by the decision of a hearing officer in a matter relating solely to the identification, evaluation, or educational placement of or services to a child who needs or may need gifted services may bring a civil action in a state court of appropriate jurisdiction within 30 days of receipt of the hearing officer's decision by the appealing party.</p>	
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(Authority: 20 U.S.C. 1415(i)(2) and (3)(A), 1415(l))		
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<p><a href="#">§ 300.517 Attorneys' fees.</a></p>		
<p>(a) <i>In general.</i></p> <p>(1) In any action or proceeding brought under section 615 of the Act, the court, in its discretion, may award reasonable attorneys' fees as part of the costs to—</p> <p>(i) The prevailing party who is the parent of a child with a disability;</p> <p>(ii) To a prevailing party who is an SEA or LEA against the attorney of a parent who files a complaint or subsequent cause of action that is frivolous, unreasonable, or without foundation, or against the attorney of a parent who continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; or</p> <p>(iii) To a prevailing SEA or LEA against the attorney of a parent, or against the parent, if the parent's request for a due process hearing or subsequent cause of action was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to needlessly increase the cost of litigation.</p> <p>(2) Nothing in this subsection shall be construed to affect section 327 of the District of Columbia Appropriations Act, 2005.</p> <p>(b) <i>Prohibition on use of funds.</i></p> <p>(1) Funds under Part B of the Act may not be used</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(24) Attorney fees.</p> <p>(a) In any action or proceeding brought under 20 USC Sec. 1415, the court, in its discretion and subject to the further provisions of 20 USC Sec. 1415(i) and 34 CFR Sec. 300.517, may award reasonable attorney fees as part of the costs to:</p> <p>(i) the parent of a child with a disability who is a prevailing party;</p> <p>(ii) a prevailing public agency against the attorney of a parent who files a request for due process or subsequent cause of action that is frivolous, unreasonable, or without foundation, or against the attorney of a parent who continued to litigate after the litigation clearly became frivolous, unreasonable, or without foundation; or</p> <p>(iii) a prevailing public agency against the attorney of a parent, or against the parent, if the parent's complaint or subsequent cause of action was presented for any improper purpose, such as to harass, to cause unnecessary delay, or to needlessly increase the cost of litigation.</p>	<p>Upon receipt of a request for a due process hearing filed by a parent, CIMARRON MUNICIPAL SCHOOLS will provide the parent with a copy of the Parent and Child Rights in Special Education Procedural Safeguards Notice, in English, Spanish or Navajo, as appropriate. The Parent and Child Rights in Special Education Procedural Safeguards Notice informs parents generally of the circumstances under which a prevailing parent may recover attorney's fees from a school district and a prevailing school district may recover attorney's fees from the parent.</p> <p>A current copy of the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (English Version)</a>, <a href="#">Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B (Spanish Version)</a> the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice ( Navajo Version)</a> , <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Vietnamese Version)</a>, and the <a href="#">Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice (Russian Version)</a>, are available through the NMPED.</p>

<p>to pay attorneys' fees or costs of a party related to any action or proceeding under section 615 of the Act and subpart E of this part.</p> <p>(2) Paragraph (b)(1) of this section does not preclude a public agency from using funds under Part B of the Act for conducting an action or proceeding under section 615 of the Act.</p> <p>(c) <i>Award of fees.</i> A court awards reasonable attorneys' fees under section 615(i)(3) of the Act consistent with the following:</p> <p>(1) Fees awarded under section 615(i)(3) of the Act must be based on rates prevailing in the community in which the action or proceeding arose for the kind and quality of services furnished. No bonus or multiplier may be used in calculating the fees awarded under this paragraph.</p> <p>(2)</p> <p>(i) Attorneys' fees may not be awarded and related costs may not be reimbursed in any action or proceeding under section 615 of the Act for services performed subsequent to the time of a written offer of settlement to a parent if—</p> <p>(A) The offer is made within the time prescribed by Rule 68 of the Federal Rules of Civil Procedure or, in the case of an administrative proceeding, at any time more than 10 days before the proceeding begins;</p> <p>(B) The offer is not accepted within 10 days; and</p> <p>(C) The court or administrative hearing officer finds that the relief finally</p>	<p>(b) Any action for attorney fees shall be filed within 30 days of the receipt of the last administrative decision.</p> <p>(c) Opportunity to resolve due process complaints. A meeting conducted pursuant to Subparagraph (a) of Paragraph (8) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13(I)(7)(a) NMAC) shall not be considered:</p> <p>(i) a meeting convened as a result of an administrative hearing or judicial action; or</p> <p>(ii) an administrative hearing or judicial action for purposes of this paragraph.</p> <p>(d) Hearing officers are not authorized to award attorney fees.</p> <p>(e) Attorney fees are not recoverable for actions or proceedings involving services to gifted children or other claims based solely on state law.</p>	
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<p>obtained by the parents is not more favorable to the parents than the offer of settlement.</p> <p>(ii) Attorneys' fees may not be awarded relating to any meeting of the IEP Team unless the meeting is convened as a result of an administrative proceeding or judicial action, or at the discretion of the State, for a mediation described in § 300.506.</p> <p>(iii) A meeting conducted pursuant to § 300.510 shall not be considered—</p> <p>(A) A meeting convened as a result of an administrative hearing or judicial action; or</p> <p>(B) An administrative hearing or judicial action for purposes of this section.</p> <p>(3) Notwithstanding paragraph (c)(2) of this section, an award of attorneys' fees and related costs may be made to a parent who is the prevailing party and who was substantially justified in rejecting the settlement offer.</p> <p>(4) Except as provided in paragraph (c)(5) of this section, the court reduces, accordingly, the amount of the attorneys' fees awarded under section 615 of the Act, if the court finds that—</p> <p>(i) The parent, or the parent's attorney, during the course of the action or proceeding, unreasonably protracted the final resolution of the controversy;</p> <p>(ii) The amount of the attorneys' fees otherwise authorized to be awarded unreasonably exceeds the hourly rate prevailing in the community for similar</p>		
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<p>services by attorneys of reasonably comparable skill, reputation, and experience;</p> <p>(iii) The time spent and legal services furnished were excessive considering the nature of the action or proceeding; or</p> <p>(iv) The attorney representing the parent did not provide to the LEA the appropriate information in the due process request notice in accordance with § 300.508.</p> <p>(5) The provisions of paragraph (c)(4) of this section do not apply in any action or proceeding if the court finds that the State or local agency unreasonably protracted the final resolution of the action or proceeding or there was a violation of section 615 of the Act.</p> <p>(Authority: 20 U.S.C. 1415(i)(3)(B)–(G))</p>		
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<p><a href="#">§ 300.518 Child’s status during proceedings.</a></p> <p>(a) Except as provided in § 300.533, during the pendency of any administrative or judicial proceeding regarding a due process complaint notice requesting a due process hearing under §300.507, unless the State or local agency and the parents of the child agree otherwise, the child involved in the complaint must remain in his or her current educational placement.</p> <p>(b) If the complaint involves an application for initial admission to public school, the child, with the consent of the parents, must be placed in the public school until the completion of all the proceedings.</p> <p>(c) If the complaint involves an application for initial services under this part from a child who is</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>...</p> <p>(25) Child's status during proceedings.</p> <p>(a) Except as provided in 34 CFR Sec. 300.533 and Paragraph (4) of Subsection I of 6.31.2.13 NMAC, (correct citation 6.31.2.13 (I)(3)(NMAC), and unless the public agency and the parents of the child agree otherwise, during the pendency of any administrative or judicial proceeding regarding an IDEA due</p>	<p>CIMARRON MUNICIPAL SCHOOLS will ensure that the child remains in the stay-put placement during the pendency of the proceedings, unless CIMARRON MUNICIPAL SCHOOLS and the parent agree otherwise.</p>
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<p>transitioning from Part C of the Act to Part B and is no longer eligible for Part C services because the child has turned three, the public agency is not required to provide the Part C services that the child had been receiving. If the child is found eligible for special education and related services under Part B and the parent consents to the initial provision of special education and related services under § 300.300(b), then the public agency must provide those special education and related services that are not in dispute between the parent and the public agency.</p> <p>(d) If the hearing officer in a due process hearing conducted by the SEA or a State review official in an administrative appeal agrees with the child's parents that a change of placement is appropriate, that placement must be treated as an agreement between the State and the parents for purposes of paragraph (a) of this section.</p> <p>(Authority: 20 U.S.C. 1415(j))</p>	<p>process request, the child involved shall remain in his or her current educational placement. Disagreements over the identification of the current educational placement which the parties cannot resolve by agreement shall be resolved by the hearing officer as necessary.</p> <p>(b) If the case involves an application for initial admission to public school, the child, with the consent of the parents, shall be placed in the public school until the completion of all the proceedings.</p> <p>(c) If a hearing officer agrees with the child's parents that a change of placement is appropriate, that placement shall be treated as an agreement between the public agency and the parents for purposes of Subparagraph (a) of Paragraph (26) of Subsection I of 6.31.2.13 NMAC, (correct citation 6.31.2.13(I)(25)(a) NMAC).</p>	
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<p><a href="#">§ 300.519 Surrogate parents.</a></p>		
<p>(a) <i>General.</i> Each public agency must ensure that the rights of a child are protected when—</p> <ol style="list-style-type: none"> <li>(1) No parent (as defined in § 300.30) can be identified;</li> <li>(2) The public agency, after reasonable efforts, cannot locate a parent;</li> <li>(3) The child is a ward of the State under the laws of that State; or</li> <li>(4) The child is an unaccompanied homeless youth</li> </ol>	<p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>M. Children in detention and correctional facilities.</p> <ol style="list-style-type: none"> <li>(7) Children with disabilities who are detained or incarcerated in detention or correctional facilities are wards of the state and may have surrogate parents appointed pursuant to 34 CFR Sec. 300.519 and Subsection J of 6.31.2.13 NMAC to protect their rights under IDEA while in state custody.</li> <li>(8) The public agency that administers the educational program in a juvenile or adult detention or</li> </ol>	<p>CIMARRON MUNICIPAL SCHOOLS will timely identify the need for a surrogate parent and appoint a surrogate parent who meets the IDEA criteria.</p> <p>CIMARRON MUNICIPAL SCHOOLS does not compensate individuals for acting as surrogate parents.</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that a private agency that contracts with CIMARRON MUNICIPAL SCHOOLS for the education or care of the child, in essence, works for CIMARRON MUNICIPAL SCHOOLS, and therefore, could not act</p>



<p>as defined in section 725(6) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(6)).</p> <p>(b) <i>Duties of public agency.</i> The duties of a public agency under paragraph (a) of this section include the assignment of an individual to act as a surrogate for the parents. This must include a method—</p> <ol style="list-style-type: none"> <li>(1) For determining whether a child needs a surrogate parent; and</li> <li>(2) For assigning a surrogate parent to the child.</li> </ol> <p>(c) <i>Wards of the State.</i> In the case of a child who is a ward of the State, the surrogate parent alternatively may be appointed by the judge overseeing the child's case, provided that the surrogate meets the requirements in paragraphs (d)(2)(i) and (e) of this section.</p> <p>(d) <i>Criteria for selection of surrogate parents.</i></p> <ol style="list-style-type: none"> <li>(1) The public agency may select a surrogate parent in any way permitted under State law.</li> <li>(2) Public agencies must ensure that a person selected as a surrogate parent— <ol style="list-style-type: none"> <li>(i) Is not an employee of the SEA, the LEA, or any other agency that is involved in the education or care of the child;</li> <li>(ii) Has no personal or professional interest that conflicts with the interest of the child the surrogate parent represents; and</li> <li>(iii) Has knowledge and skills that ensure adequate representation of the child.</li> </ol> </li> </ol> <p>(e) <i>Non-employee requirement; compensation.</i> A person otherwise qualified to be a surrogate parent under paragraph (d) of this section is not an</p>	<p>correctional facility shall ensure that surrogate parents are appointed in cases where no parent as defined in 34 CFR Sec. 300.30(a) and Paragraph (14) of Subsection B of 6.31.2.7 NMAC is reasonably available or willing to make the educational decisions required for children with disabilities who are housed in that facility.</p> <p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>J. Surrogate parents and foster parents.</p> <ol style="list-style-type: none"> <li>(1) Each public agency shall ensure that a qualified surrogate parent is appointed in compliance with 34 CFR Sec. 300.519 when needed to protect the rights of a child with a disability who is within the public agency's educational jurisdiction. A surrogate parent need not be appointed if a person who qualifies as a parent under 34 CFR Sec. 300.30(b) and Paragraph (13) of Subsection B of 6.31.2.7 NMAC can be identified.</li> <li>(2) A foster parent who meets all requirements of 34 CFR Sec. 300.30 may be treated as the child's parent pursuant to that rule. A foster parent who does not meet those requirements but meets all requirements of 34 CFR Sec. 300.519 may be appointed as a surrogate parent if the public agency that is responsible for the appointment deems such action appropriate.</li> <li>(3) Pursuant to 34 CFR Sec. 300.519, a surrogate parent may represent the child in all matters relating to the identification, evaluation and educational placement of the child and the provision of FAPE to the child.</li> </ol>	<p>as a surrogate parent under the IDEA. (See 71 Fed. Reg. 46568 (August 14, 2004))</p>
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<p>employee of the agency solely because he or she is paid by the agency to serve as a surrogate parent.</p> <p>(f) <i>Unaccompanied homeless youth.</i> In the case of a child who is an unaccompanied homeless youth, appropriate staff of emergency shelters, transitional shelters, independent living programs, and street outreach programs may be appointed as temporary surrogate parents without regard to paragraph (d)(2)(i) of this section, until a surrogate parent can be appointed that meets all of the requirements of paragraph (d) of this section.</p> <p>(g) <i>Surrogate parent responsibilities.</i> The surrogate parent may represent the child in all matters relating to—</p> <ol style="list-style-type: none"> <li>(1) The identification, evaluation, and educational placement of the child; and</li> <li>(2) The provision of FAPE to the child.</li> </ol> <p>(h) <i>SEA responsibility.</i> The SEA must make reasonable efforts to ensure the assignment of a surrogate parent not more than 30 days after a public agency determines that the child needs a surrogate parent.</p> <p>(Authority: 20 U.S.C. 1415(b)(2))</p>		
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<p><a href="#">§ 300.520 Transfer of parental rights at age of majority.</a></p>		
<p>(a) <i>General.</i> A State may provide that, when a child with a disability reaches the age of majority under State law that applies to all children (except for a child with a disability who has been determined to be incompetent under State law)—</p> <ol style="list-style-type: none"> <li>(1)             <ol style="list-style-type: none"> <li>(i) The public agency must provide any</li> </ol> </li> </ol>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>K. Transfer of parental rights to students at age 18.</p> <ol style="list-style-type: none"> <li>(1) Pursuant to Secs. 12-2A-3 and 28-6-1 NMSA 1978, a person’s age of majority begins on the first instant of his or her 18th birthday and a person who has</li> </ol>	<p>CIMARRON MUNICIPAL SCHOOLS follows all of the procedural requirements concerning transfer of rights at age of majority. CIMARRON MUNICIPAL SCHOOLS affords all of the procedural safeguards to the adult student when rights transfer. When rights transfer, the parent continues to receive all the requisite notices, a right shared by both the adult student and the parent.</p>

<p>notice required by this part to both the child and the parents; and</p> <p>(ii) All rights accorded to parents under Part B of the Act transfer to the child;</p> <p>(2) All rights accorded to parents under Part B of the Act transfer to children who are incarcerated in an adult or juvenile, State or local correctional institution; and</p> <p>(3) Whenever a State provides for the transfer of rights under this part pursuant to paragraph (a)(1) or (a)(2) of this section, the agency must notify the child and the parents of the transfer of rights.</p> <p>(b) <i>Special rule.</i> A State must establish procedures for appointing the parent of a child with a disability, or, if the parent is not available, another appropriate individual, to represent the educational interests of the child throughout the period of the child's eligibility under Part B of the Act if, under State law, a child who has reached the age of majority, but has not been determined to be incompetent, can be determined not to have the ability to provide informed consent with respect to the child's educational program. (Authority: 20 U.S.C. 1415(m))</p>	<p>reached the age of majority is an adult for all purposes not otherwise limited by state law. A guardianship proceeding under the probate code is the only way an adult in New Mexico can legally be determined to be incompetent and have the right to make his or her own decisions taken away. Public agencies and their IEP teams are not empowered to make such determinations under New Mexico law. Accordingly, pursuant to 34 CFR Sec. 300.520, when a child with a disability reaches age 18 and does not have a court-appointed general guardian, limited guardian or other person who has been authorized by a court to make educational decisions on the student's behalf or who has not signed a power of attorney as provided under New Mexico law:</p> <p>(a) a public agency shall provide any notices required by 34 CFR Part 300 to the child and the parents;</p> <p>(b) all other rights accorded to parents under Part B of IDEA, New Mexico law or department rules and standards transfer to the child; and</p> <p>(c) the public agency shall notify the individual and the parents of the transfer of rights.</p>	
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<p><a href="#">§§ 300.521–300.529 [Reserved]</a></p>		
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<p><a href="#">DISCIPLINE PROCEDURES</a></p>		
<p><a href="#">§ 300.530 Authority of school personnel.</a></p>		

<p>(a) Case-by-case determination. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of this section, is appropriate for a child with a disability who violates a code of student conduct.</p> <p>(b) <i>General.</i></p> <p>(1) School personnel under this section may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days (to the extent those alternatives are applied to children without disabilities), and for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement under § 300.536).</p> <p>(2) After a child with a disability has been removed from his or her current placement for 10 school days in the same school year, during any subsequent days of removal the public agency must provide services to the extent required under paragraph (d) of this section.</p> <p>(c) Additional authority. For disciplinary changes in placement that would exceed 10 consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability pursuant to paragraph (e) of this section, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to children without disabilities, except as provided in paragraph (d) of this section.</p> <p>(d) <i>Services.</i></p>	<p><b>6.11.2.10 NMAC. ENFORCING RULES OF CONDUCT:</b></p> <p>G. Detention, suspension and expulsion Where detention, suspension or expulsion is determined to be the appropriate penalty, it may be imposed only in accordance with procedures that provide at least the minimum safeguards prescribed in 6.11.2.12 NMAC. Suspensions or expulsions of students with disabilities shall be subject to the further requirements of Subsection I of 6.11.2.10 NMAC and Section 6.11.2.11 NMAC .</p> <p>I. Discipline of students with disabilities. Students with disabilities are not immune from school disciplinary processes, nor are they entitled to remain in a particular educational program when their behavior substantially impairs the education of other children in the program. However, public schools are required by state law and rule to meet the individual educational needs of students with disabilities to the extent that current educational expertise permits. Public school personnel may consider any unique circumstances on a case-by-case basis when determining whether a change of placement, consistent with the other requirements of 6.11.2.11 NMAC, is appropriate for a student with a disability who violates a code of conduct as provided in 34 CFR Sec. 300.530.</p> <p>(1) Long-term suspensions or expulsions of students with disabilities shall be governed by the procedures set forth in Section 6.11.2.11 NMAC below.</p> <p>(2) Temporary suspensions of students with disabilities may be imposed in accordance with the normal procedures prescribed in Subsection D of Section 6.11.2.12 NMAC , provided that the student is returned to the same educational placement after the temporary suspension and unless a temporary suspension is prohibited under the provisions of, Paragraph (3) of subsection I of 6.11.2.10 NMAC .</p> <p>(3) Program prescriptions. A student with a disability's individualized education program (IEP), under the Individuals with Disabilities Education Improvement</p>	<p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the following guidance:</p> <ul style="list-style-type: none"> <li>■ NMPED guidance document regarding <a href="#">Student Discipline: A Technical Assistance Manual for Students with Disabilities</a> (April 2008), available through the NMPED website.</li> <li>■ U.S. Department of Education Office of Special Education and Rehabilitative Services (OSERS) <a href="#">Questions and Answers On Discipline Procedures</a> (Revised June 2009).</li> </ul> <p>CIMARRON MUNICIPAL SCHOOLS personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement is appropriate for a child with a disability who violates a code of student conduct. Making a case-by-case basis determination means CIMARRON MUNICIPAL SCHOOLS personnel may consider whether a change in placement that is otherwise permitted under the disciplinary procedures is appropriate and should occur. It does not independently authorize CIMARRON MUNICIPAL SCHOOLS personnel, on a case-by-case basis, to institute a change in placement that would be inconsistent with § 300.530(b) through (i), including the requirement in paragraph (e) of this section regarding manifestation determinations. (See 71 Fed. Reg. 46714 (August 14, 2006))</p> <p>When making a case-by-case determination regarding whether a disciplinary change in placement is appropriate for a child with a disability, factors such as a child's disciplinary history, ability to understand consequences, expression of remorse, and supports provided to a child with a disability prior to the violation of a school code could be unique circumstances considered by school personnel. (See 71 Fed. Reg. 46714 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS personnel may remove a child with a disability from his or her current</p>
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<p>(1) A child with a disability who is removed from the child’s current placement pursuant to paragraphs (c), or (g) of this section must—</p> <p>(i) Continue to receive educational services, as provided in § 300.101(a), so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child’s IEP; and</p> <p>(ii) Receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur.</p> <p>(2) The services required by paragraph (d)(1), (d)(3), (d)(4), and (d)(5) of this section may be provided in an interim alternative educational setting.</p> <p>(3) A public agency is only required to provide services during periods of removal to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year, if it provides services to a child without disabilities who is similarly removed.</p> <p>(4) After a child with a disability has been removed from his or her current placement for 10 school days in the same school year, if the current removal is for not more than 10 consecutive school days and is not a change of placement under § 300.536, school personnel, in consultation with at least one of the child’s teachers, determine the extent to which services are needed, as provided in § 300.101(a), so as to enable the child to continue to participate in the general education</p>	<p>Act of 2004 (IDEA), need not affirmatively authorize disciplinary actions which are not otherwise in conflict with this rule. However, the IEP team may prescribe or prohibit specified disciplinary measures for an individual student with a disability by including appropriate provisions in the student’s IEP. Administrative authorities shall adhere to any such provisions contained in a student with a disability’s IEP, except that an IEP team may not prohibit the initiation of proceedings for long-term suspension or expulsion which are conducted in accordance with this rule.</p> <p>(4) Immediate removal. Immediate removal of students with disabilities may be done in accordance with the procedures of Subsection C of Section 6.11.2.12 NMAC.</p> <p>(5) A student who has not been determined to be eligible for special education and related services under 6.31.2 NMAC and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in this subsection if the conditions set forth in 34 CFR Sec. 300.534 have been met.</p> <p><b>6.11.2.11 NMAC. DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:</b></p> <p>A. General. The following rules shall apply when a student with a disability under IDEA violates a rule of conduct as set forth in this rule which may result in:</p> <p>(1) long-term suspension or expulsion; or</p> <p>(2) any other disciplinary change of the student’s current educational placement as specified in the federal regulations implementing IDEA at 34 CFR Secs. 300.530 through 300.536 and these or other public education department rules and standards.</p> <p>B. Manifestation determination.</p> <p>(1) For disciplinary removals of students with disabilities that exceed 10 consecutive school days</p>	<p>placement to an interim alternative educational setting, another setting, or suspension for up to 10 school days in the same school year without providing educational services. (See 71 Fed. Reg. 46718 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that the term “consecutive” is used to permit school personnel to remove children with disabilities who violate a code of student from their current educational placement for not more than 10 consecutive school days at a time, and that additional removals of 10 consecutive school days or less in the same school year would be possible, as long as any removal does not constitute a change in placement. (See 71 Fed. Reg. 46714 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS recognizes it is important for purposes of school safety and order to preserve the authority that CIMARRON MUNICIPAL SCHOOLS personnel have to be able to remove a child for a discipline infraction for a short period of time, even though the child already may have been removed for more than 10 school days in that school year, as long as the pattern of removals does not itself constitute a change in placement of the child. (See 71 Fed. Reg. 46715 (August 14, 2006))</p> <p>Beginning, however, on the eleventh cumulative day in a school year that a child with a disability is removed from the child’s current placement, and for any subsequent removals, CIMARRON MUNICIPAL SCHOOLS shall provide educational services to the extent required in § 300.530(d), while the removal continues. (See 71 Fed. Reg. 46718 (August 14, 2006))</p> <p>When calculating days of removal, CIMARRON MUNICIPAL SCHOOLS understands that portions of a school day that a child has been suspended may be considered as a removal. (See 71 Fed. Reg. 46715 (August 14, 2006))</p> <p>When calculating days of removal, CIMARRON MUNICIPAL SCHOOLS understands that whether a</p>
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<p>curriculum, although in another setting, and to progress toward meeting the goals set out in the child’s IEP.</p> <p>(5) If the removal is a change of placement under § 300.536, the child’s IEP Team determines appropriate services under paragraph (d)(1) of this section.</p> <p>(e) <i>Manifestation determination.</i></p> <p>(1) Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the LEA, the parent, and relevant members of the child’s IEP Team (as determined by the parent and the LEA) must review all relevant information in the student’s file, including the child’s IEP, any teacher observations, and any relevant information provided by the parents to determine—</p> <p>(i) If the conduct in question was caused by, or had a direct and substantial relationship to, the child’s disability; or</p> <p>(ii) If the conduct in question was the direct result of the LEA’s failure to implement the IEP.</p> <p>(2) The conduct must be determined to be a manifestation of the child’s disability if the LEA, the parent, and relevant members of the child’s IEP Team determine that a condition in either paragraph (e)(1)(i) or (1)(ii) of this section was met.</p> <p>(3) If the LEA, the parent, and relevant members of the child’s IEP Team determine the condition described in paragraph (e)(1)(ii) of this section was met, the LEA must take immediate steps to remedy those deficiencies.</p>	<p>or result in a disciplinary change of placement as defined by 34 CFR 300.536, the administrative authority must conduct a manifestation determination to determine whether the conduct was a manifestation of the child’s disability pursuant to this Subsection.</p> <p>(2) Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a rule of student conduct, the administrative authority, the parent and relevant members of the child’s IEP team (as determined by the parent and the administrative authority) must review all relevant information in the student’s file, including the child’s IEP, any teacher observations and any relevant information provided by the parents to determine:</p> <p>(a) if the conduct in question was caused by, or had a direct and substantial relationship to the child’s disability; or</p> <p>(b) if the conduct in question was the direct result of the administrative authority’s failure to implement the IEP.</p> <p>(3) If the administrative authority, the parent and relevant members of the child’s IEP team determine the condition described in either Subparagraph (a) or (b) of Paragraph (2) of Subsection B of 6.11.2.11 NMAC is met, the conduct must be determined to be a manifestation of the child’s disability.</p> <p>C. Determination that behavior is manifestation of disability. If the administrative authority, the parent and relevant members of the IEP team determine the conduct was a manifestation of the child’s disability, the IEP team must take immediate steps to comply with 34 CFR Sec. 300.530(f) and remedy the deficiencies.</p> <p>D. Determination that behavior is not a manifestation of disability. If the administrative authority, the parent, and relevant members of the IEP team determine the</p>	<p>bus suspension would count as a day of removal would depend on whether the bus transportation is a part of the child’s IEP. If the bus transportation were a part of the child’s IEP, a bus suspension would be treated as a day of removal unless CIMARRON MUNICIPAL SCHOOLS provides the bus service in some other way, because that transportation is necessary for the child to obtain access to the location where services will be delivered. If the bus transportation is not a part of the child’s IEP, a bus suspension is not a day of removal. In those cases, the child and the child’s parent have the same obligations to get the child to and from school as a nondisabled child who has been suspended from the bus. (See 71 Fed. Reg. 46715 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that an in-school suspension would not be considered a part of the days of suspension addressed in § 300.530 as long as the child (1) is afforded the opportunity to continue to appropriately participate in the general curriculum; (2) continues to receive the services specified on the child’s IEP; and (3) continues to participate with non-disabled children to the extent they would have in their current placement. CIMARRON MUNICIPAL SCHOOLS understands these three criteria for non-exclusionary in-school suspension must be met in order for the suspension days to not be counted as days of removal. (See 71 Fed. Reg. 46715 (August 14, 2006))</p> <p>After a child with a disability has been removed from his or her current placement for 10 school days in the same school year, if the current removal is for not more than 10 consecutive school days and is not a change of placement, CIMARRON MUNICIPAL SCHOOLS personnel, in consultation with at least one of the child’s teachers, determine the extent to which services are needed so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child’s IEP.</p> <p>The determination of which teacher CIMARRON MUNICIPAL SCHOOLS personnel should consult</p>
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<p>(f) Determination that behavior was a manifestation. If the LEA, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child’s disability, the IEP Team must—</p> <p>(1) Either—</p> <p>(i) Conduct a functional behavioral assessment, unless the LEA had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; or</p> <p>(ii) If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior; and</p> <p>(2) Except as provided in paragraph (g) of this section, return the child to the placement from which the child was removed, unless the parent and the LEA agree to a change of placement as part of the modification of the behavioral intervention plan.</p> <p>(g) Special circumstances. School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child’s disability, if the child—</p> <p>(1) Carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function under the jurisdiction of an SEA or an LEA;</p> <p>(2) Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled</p>	<p>conduct was not a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to a child with a disability in the same manner and for the same duration as the procedures would be applied to children without disabilities, except as provided in Subsection I of this section.</p> <p>E. Special circumstances. School personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child’s disability, if the child’s behavior involves one of the special circumstances listed in 34 CFR Sec. 300.530(g). For purposes of this subsection, the definitions provided in 34 CFR Sec. 300.530(i) shall apply.</p> <p>...</p> <p>H. Parental notification. On the date on which the decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the administrative authority must notify the parents of that decision, and provide the parents the procedural safeguards notice described in 34 CFR Sec. 300.504.</p> <p>I. Services. A student with a disability who is removed from the student’s current placement for 10 school days in the same school year must continue to receive special education and related services as provided in 34 CFR Sec. 300.530(b) and 34CFRSec. 300.530(d).</p> <p><b>6.12.10.11 NMAC</b></p> <p>A. Each school district and charter school shall ban a student’s possession, use, distribution, sale, or being under the influence of a cannabis product in a manner inconsistent with provisions of the Lynn and Erin Compassionate Use Act.</p> <p>B. No school shall discipline a student who is a qualified student on the basis that the student requires medical cannabis as necessary for the student to attend school.</p>	<p>should be based on the facts and circumstances of each case, the needs of the child and the expertise of the child’s teachers. In many cases, the special education teacher may be the most appropriate teacher with whom CIMARRON MUNICIPAL SCHOOLS personnel should consult. This, however, is not always the case. In light of the short-term nature of the removals under paragraph (d)(4) and the need for CIMARRON MUNICIPAL SCHOOLS personnel to make quick decisions regarding services, CIMARRON MUNICIPAL SCHOOLS believes CIMARRON MUNICIPAL SCHOOLS personnel need broad flexibility in making such decisions and are in the best position to determine the appropriate teacher with whom to consult. (See 71 Fed. Reg. 46718 (August 14, 2006))</p> <p>The opportunity to “continue to participate” does not mean that CIMARRON MUNICIPAL SCHOOLS must replicate every aspect of the services that a child would receive if in his or her normal classroom. For example, it would not generally be feasible for a child removed for disciplinary reasons to receive every aspect of the services that a child would receive if in his or her chemistry or auto mechanics classroom as these classes generally are taught using a hands-on component or specialized equipment or facilities. (See 71 Fed. Reg. 46716 (August 14, 2006))</p> <p>While children with disabilities removed for more than 10 school days in a school year for disciplinary reasons must continue to receive FAPE, CIMARRON MUNICIPAL SCHOOLS recognizes that the IDEA modifies the concept of FAPE in these circumstances to encompass those services necessary to enable the child to continue to participate in the general curriculum, and to progress toward meeting the goals set out in the child’s IEP. CIMARRON MUNICIPAL SCHOOLS is not required to provide children removed for more than 10 school days in a school year for disciplinary reasons exactly the same services in exactly the same settings as they were receiving prior to the imposition of discipline. However, CIMARRON MUNICIPAL SCHOOLS shall ensure that the special education and related services the</p>
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<p>substance, while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA; or</p> <p>(3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of an SEA or an LEA.</p> <p>(h) Notification. On the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of student conduct, the LEA must notify the parents of that decision, and provide the parents the procedural safeguards notice described in § 300.504.</p> <p>(i) Definitions. For purposes of this section, the following definitions apply:</p> <p>(1) Controlled substance means a drug or other substance identified under schedules I, II, III, IV, or V in section 202(c) of the Controlled Substances Act (21 U.S.C. 812(c)).</p> <p>(2) Illegal drug means a controlled substance; but does not include a controlled substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under that Act or under any other provision of Federal law.</p> <p>(3) Serious bodily injury has the meaning given the term “serious bodily injury” under paragraph (3) of subsection (h) of section 1365 of title 18, United States Code.</p> <p>(4) Weapon has the meaning given the term “dangerous weapon” under paragraph (2) of the first subsection (g) of section 930 of title 18, United States Code.</p>	<p>C. No school shall deny eligibility to attend school to a qualified student on the basis that the qualified student requires medical cannabis as a reasonable accommodation necessary for the student to attend school or an in-state school-sponsored activity.</p> <p><b>6.12.10.8 (B) NMAC Prohibitions</b></p> <p>B. Each local school board or governing body shall establish policies and procedures for the possession, storage, and administration of medical cannabis that:</p> <p>(1) prohibit a primary caregiver from administering medical cannabis in a manner that creates disruption to the education environment or causes other students to be exposed to medical cannabis;</p> <p>(2) prohibit disciplining a school employee who refuses to administer medical cannabis; and</p> <p>(3) prohibit students from possessing, storing, or self-administering medical cannabis in a school setting.</p> <p><b>6.11.2.12 NMAC. PROCEDURE FOR DETENTIONS, SUSPENSIONS AND EXPULSIONS:</b></p> <p>The authority of the state and of local school boards to prescribe and enforce standards of conduct for public school students must be exercised consistently with constitutional safeguards of individual student rights. The right to a public education is not absolute; it may be taken away, temporarily or permanently, for violations of school rules. The right to a public education is a property right which may only be denied where school authorities have adhered to the minimum procedural safeguards required to afford the student due process of law. This section prescribes minimum requirements for detention, in-school suspension and temporary, long-term or permanent removal of students from the public schools. Local school boards may adopt procedures which afford students more protection than this rule requires. The procedures in this section apply only to disciplinary detentions, suspensions and expulsions. They do</p>	<p>child does receive enables the child to continue to participate in the general curriculum, and to progress toward meeting the goals set out in the child’s IEP. (See 71 Fed. Reg. 46716 (August 14, 2006))</p> <p>Decisions regarding the extent to which services would need to be provided and the amount of services that would be necessary to enable a child with a disability to appropriately participate in the general curriculum and progress toward achieving the goals on the child’s IEP may be different if the child is removed from his or her regular placement for a short period of time. For example, a child who is removed for a short period of time and who is performing at grade level may not need the same kind and amount of services to meet this standard as a child who is removed from his or her regular placement for 45 days under § 300.530(g) or § 300.532 and not performing at grade level. (See 71 Fed. Reg. 46716 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS shall not deny educational services to children with disabilities who have been removed for more than 10 school days in a school year; however § 300.530(d)(4) does not always require the provision of services when a child is removed from school for just a few days in a school year. (See 71 Fed. Reg. 46717 (August 14, 2006))</p> <p>The manifestation provisions provide a simplified, common sense manifestation determination process. CIMARRON MUNICIPAL SCHOOLS expects that the manifestation determination review will be done carefully and thoroughly with consideration of any rare or extraordinary circumstances presented. As part of the manifestation determination review, the Team will analyze the child’s behavior as demonstrated across settings and across time when determining whether the conduct in question is a direct result of the disability. (See 71 Fed. Reg. 46720 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS recognizes that a child with a disability may display disruptive behaviors characteristic of the child’s disability and the</p>
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<p>(Authority: 20 U.S.C. 1415(k)(1) and (7))</p>	<p>not apply to disenrollment of students who fail to meet immunization, age, residence or other requirements for valid enrollment, nor to the removal from school membership reports of students who have been absent from school for 10 consecutive school days in accordance with Subsection B of Section 22-8-2 NMSA 1978. Nothing in this section should be construed as prohibiting school boards or administrative authorities from involving other school staff, students and members of the community in the enforcement of rules of student conduct to the extent they believe is appropriate.</p> <p>A. Post-suspension placement of students. Any student suspended from school shall be delivered directly by a school official to the student's parent(s), or an adult designated by the parent(s) or kept on school grounds until the usual end of the school day.</p> <p>B. Students with disabilities. This section does not apply to long-term suspension or expulsion of students with disabilities pursuant to the IDEA or Section 504. The procedures for long-term suspension or expulsion of students with disabilities are set forth in Section 6.11.2.11 NMAC . School personnel under this section may remove a student with a disability who violates a rule of student conduct from the student's current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than 10 consecutive school days to the extent those alternatives are applied to students without disabilities, and for additional removals of no more than 10 consecutive school days in that same school year for separate incidents of misconduct as long as those removals do not constitute a change of placement under Subsection G of 6.11.2.11 NMAC.</p> <p><b>6.31.2.11 NMAC. EDUCATIONAL SERVICES FOR CHILDREN WITH DISABILITIES:</b></p> <p>F. Behavioral management and discipline.</p> <p>(1) Behavioral planning in the IEP. Pursuant to 34 CFR Sec. 324(a)(2)(i), the IEP team for a child with a disability whose behavior impedes his or her</p>	<p>child should not be punished for behaviors that are a result of the child's disability. In determining that a child's conduct was a manifestation of his or her disability, the Team must find that the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability, and was not an attenuated association, such as low self-esteem, to the child's disability. (See Note 237–245 of the Conf. Rpt., p. 225; see also, 71 Fed. Reg. 46720 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS recognizes that in instances where a child's disciplinary removal constitutes a change in placement, and given the length of time of such removals, the IEP Team is the appropriate entity to determine the educational services necessary to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP. (See 71 Fed. Reg. 46718-46719 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that when removing on the basis of special circumstances, "serious bodily injury" means "bodily injury which involves--</p> <p>(A) a substantial risk of death;</p> <p>(B) extreme physical pain;</p> <p>(C) protracted and obvious disfigurement; or</p> <p>(D) protracted loss or impairment of the function of a bodily member, organ, or mental faculty." 18 U.S.C. § 1365(h)(3).</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that when removing on the basis of special circumstances, "dangerous weapon" means "a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 ½ inches in length." 18 U.S.C. § 930(g)(2).</p> <p>CIMARRON MUNICIPAL SCHOOLS understands that it may not discipline or deny eligibility to attend school</p>
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	<p>learning or that of others shall consider, if appropriate, strategies to address that behavior, including the development of behavioral goals and objectives and the use of positive behavioral interventions, strategies and supports to be used in pursuit of those goals and objectives. Public agencies are strongly encouraged to conduct functional behavioral assessments (FBAs) and integrate behavioral intervention plans (BIPs) into the IEPs for students who exhibit problem behaviors well before the behaviors result in proposed disciplinary actions for which FBAs and BIPs are required under the federal rules.</p> <p>(2) Suspensions, expulsions and disciplinary changes of placement. Suspensions, expulsions and other disciplinary changes of placement for children with disabilities shall be carried out in compliance with all applicable requirements of 34 CFR Secs. 300.530 through 300.536, and these or other department rules and standards, including particularly 6.11.2.11 NMAC, governing interim disciplinary placements and long-term suspensions or expulsions of students with disabilities.</p> <p>(3) FAPE for children removed from current placement for more than 10 school days in a school year. FAPE shall be provided in compliance with all applicable requirements of 34 CFR Sec. 300.530(d) and these or other department rules and standards for all children with disabilities who have been removed from their current educational placements for disciplinary reasons for more than 10 school days during a school year, as defined in 34 CFR Sec. 300.536.</p> <p>(4) LEAs shall keep an accurate accounting of suspension and expulsion rates for children with disabilities as compared to children without disabilities to ensure that children with disabilities are not being expelled or suspended at a significantly higher rate than children without disabilities.</p>	<p>to a student who is a qualified student based on the student requiring medical cannabis as a reasonable accommodation needed to attend school or a school-sponsored activity. (NMSA 1978, § 26-2B Lynn and Erin Compassionate Use Act; 6.12.10.11(B) NMAC).</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the District's Policy and Procedure implementing NMSA 1978, § 26-2B to ensure compliance with the Lynn and Erin Compassionate Use Act (<i>See</i> 6.12.10.11(B) NMAC).</p>
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<p><a href="#">§ 300.531 Determination of setting.</a></p>		
<p>The child’s IEP Team determines the interim alternative educational setting for services under § 300.530(c), (d)(5), and (g).</p> <p>(Authority: 20 U.S.C. 1415(k)(2))</p>	<p><b>6.11.2.11 NMAC. DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:</b></p> <p>F. Determination of setting. The student’s IEP team determines the interim alternative educational setting for services under Subsections D and E of this section.</p>	<p>If the child’s current placement is a special education setting, the child could be removed from the special education setting to another setting for disciplinary reasons. Similarly, if the child with a disability who violated a school code of conduct receives services in a regular classroom, the child could be removed to an appropriate interim alternative educational setting, another setting, or suspension. However, CIMARRON MUNICIPAL SCHOOLS understands that the child who is removed for more than 10 school days in the same school year must continue to receive educational services, to enable the child to continue to participate in the general education curriculum although in another setting, and to progress toward meeting the goals set out in his or her IEP. (See 71 Fed. Reg. 46717 (August 14, 2006))</p> <p>The IEP Team is responsible for determining the interim alternative educational setting for a child with a disability for removals that are a change of placement. CIMARRON MUNICIPAL SCHOOLS interprets this obligation to apply to all removals that constitute a change of placement for disciplinary reasons. (See 71 Fed. Reg. 46719 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS interprets “setting” in this context to be the environment in which the child will receive services, such as an alternative school, alternative classroom, or home setting. In many instances, the location and the setting or environment in which the child will receive services are the same. CIMARRON MUNICIPAL SCHOOLS may have available more than one location that meets the criteria of the setting chosen by the IEP Team. For example, CIMARRON MUNICIPAL SCHOOLS may have available two alternative schools that meet the criteria of the interim alternative educational setting chosen by the IEP Team. In those cases, CIMARRON MUNICIPAL</p>

		SCHOOLS personnel would be able to assign the child to either of these locations, if the IEP Team has not specified a particular one. (See 71 Fed. Reg. 46719 (August 14, 2006))
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<a href="#">§ 300.532 Appeal.</a>		
<p>(a) <i>General.</i> The parent of a child with a disability who disagrees with any decision regarding placement under §§ 300.530 and 300.531, or the manifestation determination under §300.530(e), or an LEA that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or others, may appeal the decision by requesting a hearing. The hearing is requested by filing a complaint pursuant to §§ 300.507 and 300.508(a) and (b).</p> <p>(b) <i>Authority of hearing officer.</i></p> <p>(1) A hearing officer under § 300.511 hears, and makes a determination regarding an appeal under paragraph (a) of this section.</p> <p>(2) In making the determination under paragraph (b)(1) of this section, the hearing officer may—</p> <p>(i) Return the child with a disability to the placement from which the child was removed if the hearing officer determines that the removal was a violation of § 300.530 or that the child’s behavior was a manifestation of the child’s disability; or</p> <p>(ii) Order a change of placement of the child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the</p>	<p><b>6.11.2.11 NMAC. DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:</b></p> <p>J. Appeal.</p> <p>(1) The parent of a student with a disability who disagrees with any decision regarding the placement or the manifestation determination under this section, or an administrative authority that believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, may appeal the decision by requesting a hearing. The hearing is requested by filing a complaint pursuant to Subsection I of 6.31.2.13 NMAC.</p> <p>(2) A hearing officer who hears a matter under Paragraph (1) of Subsection J of 6.11.2.11 NMAC, has the authority provided in 34 CFR Sec. 300.532(b).</p> <p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>I. Due Process Hearings</p> <p>(3) Bases for requesting expedited hearing.</p> <p>(a) Pursuant to 34 CFR Sec. 300.532 and 20 USC Sec. 1415(k)(3), a parent may request an expedited hearing to review any decision regarding placement or a manifestation determination under 34 CFR Secs. 300.530 through 300.531.</p>	<p>Although IDEA does not address allocation of the burden of proof in due process hearings brought under the IDEA, the U.S. Supreme Court addressed the issue. In <i>Schaffer</i>, the Court held that the burden of persuasion in a hearing challenging the validity of an IEP is placed on the party on which this burden usually falls—on the party seeking relief—whether that is the parent of the child with a disability or the school district. Where CIMARRON MUNICIPAL SCHOOLS has requested that a hearing officer remove a child to an interim alternative educational setting, CIMARRON MUNICIPAL SCHOOLS understands that the burden of persuasion is on CIMARRON MUNICIPAL SCHOOLS. (See 71 Fed. Reg. 46723 (August 14, 2006))</p> <p>If the parent disagrees with the manifestation determination, they have the right to appeal that decision by requesting a due process hearing under § 300.532. At the point a due process hearing is requested, the concept of burden of proof would be applicable. In this instance, the burden of proof would be allocated to the parent who is the moving party. (See 71 Fed. Reg. 46724 (August 14, 2006))</p> <p>In light of the shortened timelines for conducting an expedited due process hearing under § 300.532(c), it is not practical to apply to the expedited due process hearing the sufficiency provision in § 300.508(d). (See 71 Fed. Reg. 46725 (August 14, 2006))</p> <p>Recognizing the need to promptly resolve a disagreement regarding a disciplinary decision,</p>

<p>current placement of the child is substantially likely to result in injury to the child or to others.</p> <p>(3) The procedures under paragraphs (a) and (b)(1) and (2) of this section may be repeated, if the LEA believes that returning the child to the original placement is substantially likely to result in injury to the child or to others.</p> <p>(c) Expedited <i>due process hearing</i>.</p> <p>(1) Whenever a hearing is requested under paragraph (a) of this section, the parents or the LEA involved in the dispute must have an opportunity for an impartial due process hearing consistent with the requirements of §§300.507 and 300.508(a) through (c) and §§ 300.510 through 300.514, except as provided in paragraph (c)(2) through (4) of this section.</p> <p>(2) The SEA or LEA is responsible for arranging the expedited due process hearing, which must occur within 20 school days of the date the complaint requesting the hearing is filed. The hearing officer must make a determination within 10 school days after the hearing.</p> <p>(3) Unless the parents and LEA agree in writing to waive the resolution meeting described in paragraph (c)(3)(i) of this section, or agree to use the mediation process described in §300.506—</p> <p>(i) A resolution meeting must occur within seven days of receiving notice of the due process complaint; and</p> <p>(ii) The due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within 15 days of the receipt of the due process complaint.</p>	<p>(b) Pursuant to 34 CFR Sec. 300.532(c) and 20 USC Sec. 1415(k)(3), a public agency may request an expedited hearing if it believes that maintaining the current placement of a child is substantially likely to result in injury to the child or others.</p> <p>...</p> <p>(18) Rules for expedited hearings. The rules in Paragraphs (4) through (18) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13 (I)(3) through (17) NMAC shall apply to expedited due process hearings with the following exceptions.</p> <p>(a) The SED of the department and the hearing officer shall ensure that a hearing is held within 20 school days of the date the request for hearing is received by the SED, and a written decision is reached within 10 school days of the completion of the hearing, without exceptions or extensions, and thereafter mailed to the parties.</p> <p>(b) The hearing officer shall seek to hold the hearing and issue a decision as soon as is reasonably practicable within the time limit described in Subparagraph (a) of Paragraph (19) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13 (I)(18)(a)NMAC) , and shall expedite the proceedings with due regard for any progress in a resolution session, FIEP meeting or mediation, the parties' need for adequate time to prepare and the hearing officer's need for time to review the evidence and prepare a decision after the hearing.</p> <p>(c) The parties shall decide whether to convene a resolution session, FIEP meeting, or mediation before the commencement of an expedited hearing in accordance with Paragraph (8) of Subsection I of 6.31.2.13 NMAC, (correct citation 6.31.2.13 (I)(7) NMAC) and are</p>	<p>CIMARRON MUNICIPAL SCHOOLS believes the resolution meeting provides an opportunity for CIMARRON MUNICIPAL SCHOOLS and parents to resolve a disagreement regarding a disciplinary placement or manifestation determination before the timeframe for conducting a due process hearing begins. (See 71 Fed. Reg. 46725 (August 14, 2006)) Therefore, in most instances, CIMARRON MUNICIPAL SCHOOLS will not waive this opportunity even in the context of an expedited due process hearing.</p>
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<p>(4) A State may establish different State-imposed procedural rules for expedited due process hearings conducted under this section than it has established for other due process hearings, but, except for the timelines as modified in paragraph (c)(3) of this section, the State must ensure that the requirements in §§ 300.510 through 300.514 are met.</p> <p>(5) The decisions on expedited due process hearings are appealable consistent with § 300.514.</p> <p>(Authority: 20 U.S.C. 1415(k)(3) and (4)(B), 1415(f)(1)(A))</p>	<p>encouraged to utilize one of these preliminary meeting options. However, in the case of an expedited hearing, agreement by the parties to convene a resolution session, FIEP meeting or mediation shall not result in the suspension or extension of the timeline for the hearing stated under Subparagraph (a) of Paragraph (19) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13(I)(18)(a) NMAC) . The timeline for resolution sessions provided in 34 CFR Sec. 300.532(c)(3) shall be observed.</p> <p>(d) Subparagraph (a) of Paragraph (6) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13(I)(5)(a) NMAC) relating to sufficiency of the request for the expedited due process hearing does not apply to expedited hearings.</p> <p>(e) The hearing officer may shorten the timeline for the exchange of proposed stipulated facts between the parties as the hearing officer deems necessary and appropriate given the circumstances of a particular case. The hearing officer may also shorten the timeline for providing agreed-upon stipulated facts to the hearing officer to two school days before the hearing.</p> <p>(f) Decisions in expedited due process hearings are final, unless a party brings a civil action as provided in Paragraph (24) of Subsection I of 6.31.2.13 NMAC (correct citation 6.31.2.13(I)(23) NMAC) .</p>	
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<a href="#">§ 300.533 Placement during appeals.</a>		
<p>When an appeal under § 300.532 has been made by either the parent or the LEA, the child must remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period specified in § A300.530(c) or (g), whichever occurs first, unless the parent and the SEA or LEA agree otherwise.</p> <p>(Authority: 20 U.S.C. 1415(k)(4)(A))</p>	<p><b>6.11.2.11 NMAC. DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:</b></p> <p>J. Appeal.</p> <p>...</p> <p>(3) When an appeal under this subsection has been made by either the parent or the administrative authority, the student must remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period specified in Subsections B or E of this section, whichever occurs first, unless the parent and the administrative authority agree otherwise.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will ensure that the child remains in the stay-put placement during the pendency of the proceedings, unless CIMARRON MUNICIPAL SCHOOLS and the parent agree otherwise.</p>

<a href="#">§ 300.534 Protections for children not determined eligible for special education and related services.</a>		
<p>(a) <i>General.</i> A child who has not been determined to be eligible for special education and related services under this part and who has engaged in behavior that violated a code of student conduct, may assert any of the protections provided for in this part if the public agency had knowledge (as determined in accordance with paragraph (b) of this section) that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred.</p> <p>(b) <i>Basis of knowledge.</i> A public agency must be deemed to have knowledge that a child is a child with a <i>disability</i> if before the behavior that precipitated the disciplinary action occurred—</p>	<p><b>6.11.2.10 NMAC. ENFORCING RULES OF CONDUCT:</b></p> <p>I. Discipline of students with disabilities. Students with disabilities are not immune from school disciplinary processes, nor are they entitled to remain in a particular educational program when their behavior substantially impairs the education of other children in the program. However, the public schools are required by state law and rule to meet the individual educational needs of students with disabilities to the extent that current educational expertise permits. Public school personnel may consider any unique circumstances on a case-by-case basis when determining whether a change of placement, consistent with the other requirements of 6.11.2.11 NMAC, is appropriate for a student with a</p>	<p>If a child who has not been determined to be eligible for special education and related services under this part and who has engaged in behavior that violated a code of student conduct asserts the protections of the IDEA, CIMARRON MUNICIPAL SCHOOLS will ensure IDEA protections are extended to the child who is not yet eligible for special education services if the child meets the criteria for such protections.</p> <p>CIMARRON MUNICIPAL SCHOOLS interprets the phrase “express concern” to mean that a parent is concerned that his or her child is in need of special education and related services and expresses that concern in writing to the child’s teacher or administrative personnel. (See 71 Fed. Reg. 46727 (August 14, 2006))</p>

<p>(1) The parent of the child expressed concern in writing to supervisory or administrative personnel of the appropriate educational agency, or a teacher of the child, that the child is in need of special education and related services;</p> <p>(2) The parent of the child requested an evaluation of the child pursuant to §§ 300.300 through 300.311; or</p> <p>(3) The teacher of the child, or other personnel of the LEA, expressed specific concerns about a pattern of behavior demonstrated by the child directly to the director of special education of the agency or to other supervisory personnel of the agency.</p> <p>(c) <i>Exception.</i> A public agency would not be deemed to have knowledge under paragraph (b) of this section if—</p> <p>(1) The parent of the child—</p> <p>(i) Has not allowed an evaluation of the child pursuant to §§ 300.300 through 300.311; or</p> <p>(ii) Has refused services under this part; or</p> <p>(2) The child has been evaluated in accordance with §§300.300 through 300.311 and determined to not be a child with a disability under this part.</p> <p>(d) <i>Conditions that apply if no basis of knowledge.</i></p> <p>(1) If a public agency does not have knowledge that a child is a child with a disability (in accordance with paragraphs (b) and (c) of this section) prior to taking disciplinary measures against the child, the child may be subjected to the disciplinary measures applied to children</p>	<p>disability who violates a code of conduct as provided in 34 CFR Sec. 300.530.</p> <p>...</p> <p>(5) A student who has not been determined to be eligible for special education and related services under 6.31.2 NMAC and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in this subsection if the conditions set forth in 34 CFR Sec. 300.534 have been met.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will not be considered to have a basis of knowledge merely because a child receives coordinated early intervening services. However, if a parent or a teacher of a child receiving early intervening services expresses a concern, in writing, to appropriate agency personnel, that the child may need special education and related services, CIMARRON MUNICIPAL SCHOOLS would be deemed to have knowledge that the child is a child with a disability under this part. (See 71 Fed. Reg. 46727 (August 14, 2006))</p> <p>When a parent revokes consent for special education and related services, the parent has refused services as described in § 300.534(c)(1)(ii); therefore, CIMARRON MUNICIPAL SCHOOLS is not deemed to have knowledge that the child is a child with a disability and the child may be disciplined as a general education student and is not entitled to the IDEA’s discipline protections. (See 73 Fed. Reg. 73012 (December 1, 2008))</p> <p>CIMARRON MUNICIPAL SCHOOLS does not specify a timeline for an expedited evaluation or an eligibility determination. What may be required to conduct an evaluation will vary widely depending on the nature and extent of a child’s suspected disability and the amount of additional information that would be necessary to make an eligibility determination. However, when the evaluation must be “expedited”, CIMARRON MUNICIPAL SCHOOLS interprets this to mean that the evaluation should be conducted in a shorter period of time than a typical initial evaluation which must be conducted within 60 days of receiving parental consent for the evaluation. (See 71 Fed. Reg. 46728 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS recognizes that nothing in the IDEA prevents a parent from requesting an evaluation when their child has a discipline issue or is at risk of not succeeding in school, even after the parent has previously revoked consent for the provision of</p>
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<p>without disabilities who engage in comparable behaviors consistent with paragraph (d)(2) of this section.</p> <p>(2)</p> <ul style="list-style-type: none"> <li>(i) If a request is made for an evaluation of a child during the time period in which the child is subjected to disciplinary measures under §300.530, the evaluation must be conducted in an expedited manner.</li> <li>(ii) Until the evaluation is completed, the child remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services.</li> <li>(iii) If the child is determined to be a child with a disability, taking into consideration information from the evaluation conducted by the agency and information provided by the parents, the agency must provide special education and related services in accordance with this part, including the requirements of §§ 300.530 through 300.536 and section 612(a)(1)(A) of the Act.</li> </ul> <p>(Authority: 20 U.S.C. 1415(k)(5))</p>		<p>special education and related services. (See 73 Fed. Reg. 73014 (December 1, 2008))</p>
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<p><a href="#">§ 300.535 Referral to and action by law enforcement and judicial authorities.</a></p>		
<p>(a) <i>Rule of construction.</i> Nothing in this part prohibits an agency from reporting a crime committed by a child with a disability to appropriate authorities or prevents State law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a child with a disability.</p>	<p><b>6.11.2.10 NMAC. ENFORCING RULES OF CONDUCT:</b></p> <ul style="list-style-type: none"> <li>I. Discipline of students with disabilities. Students with disabilities are not immune from school disciplinary processes, nor are they entitled to remain in a particular educational program when their behavior substantially impairs the education of other children in the program. However, the public schools are required by state law</li> </ul>	<p>CIMARRON MUNICIPAL SCHOOLS reads § 300.535(b)(2) consistent with the disclosures permitted under FERPA for the education records of all children. Under FERPA, CIMARRON MUNICIPAL SCHOOLS can only release personally identifiable information (such as the child’s status as a special education child) with parental consent, except in certain very limited circumstances. Therefore, the transmission of a child’s</p>

<p>(b) Transmittal of records.</p> <p>(1) An agency reporting a crime committed by a child with a disability must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom the agency reports the crime.</p> <p>(2) An agency reporting a crime under this section may transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.</p> <p>(Authority: 20 U.S.C. 1415(k)(6))</p>	<p>and rule to meet the individual educational needs of students with disabilities to the extent that current educational expertise permits. Public school personnel may consider any unique circumstances on a case-by-case basis when determining whether a change of placement, consistent with the other requirements of 6.11.2.11 NMAC, is appropriate for a student with a disability who violates a code of conduct as provided in 34 CFR Sec. 300.530.</p> <p>...</p> <p>(6) Referral to and action by law enforcement and judicial authorities.</p> <p>(a) Nothing in these rules of conduct prohibits an administrative authority from reporting a crime committed by a student with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.</p> <p>(b) Transmittal of records.</p> <p>(i) An administrative authority reporting a crime committed by a student with a disability must ensure that copies of the special education and disciplinary records of the student are transmitted, for consideration by the appropriate authorities, to whom the administrative authority reports the crime.</p> <p>(ii) An administrative authority reporting a crime under this section may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act.</p> <p><b>6.11.2.10 ENFORCING RULES OF CONDUCT:...</b></p>	<p>special education and disciplinary records without parental consent is permissible only to the extent that such transmission is permitted under FERPA. (See 71 Fed. Reg. 46728 (August 14, 2006))</p> <p>When the CIMARRON MUNICIPAL SCHOOLS reports a crime committed by a student with a disability to law enforcement authorities, CIMARRON MUNICIPAL SCHOOLS will transmit special education and disciplinary records of the student only to the extent permitted by FERPA.</p> <p>CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the Board's Policy and School Safety Plan (applicable to all students including students with disabilities) implementing NMSA 1978, § 22-5-4.12 (2017) [H.B. 75] to ensure that Board Policies and School Safety Plan is followed whenever a student with a disability is restrained or secluded including when law enforcement is summoned instead of using a restraint or seclusion technique on a student.</p>
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	<p>E.</p> <p>...</p> <p>(6)(d) If a school summons law enforcement instead of using a restraint or seclusion technique on a student, the school shall comply with the reporting, documentation and review procedures established pursuant to this rule and Section 22-5-4.12 NMSA 1978.</p> <p><b>NMSA 1978, § 22-5-4.12 LIMITING USE OF RESTRAINT AND SECLUSION; TECHNIQUES; REQUIREMENTS.</b></p> <p>G. The provisions of this section shall not be interpreted as addressing the conduct of law enforcement or first responders.</p>	
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<p><a href="#">§ 300.536 Change of placement because of disciplinary removals.</a></p>		
<p>(a) For purposes of removals of a child with a disability from the child’s current educational placement under §§ 300.530 through 300.535, a change of placement occurs if—</p> <p>(1) The removal is for more than 10 consecutive school days; or</p> <p>(2) The child has been subjected to a series of removals that constitute a pattern—</p> <p>(i) Because the series of removals total more than 10 school days in a school year;</p> <p>(ii) Because the child’s behavior is substantially similar to the child’s behavior in previous incidents that</p>	<p><b>6.11.2.11 NMAC. DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:</b></p> <p>G. Change of placement because of disciplinary removals. For purposes of removals of a student with a disability from the child’s current educational placement under 6.11.2.11 and 6.11.2.12 NMAC, a change of placement occurs if the conditions provided in 34 CFR Sec. 300.536 are met.</p>	<p>CIMARRON MUNICIPAL SCHOOLS recognizes that to the extent that any school district has “a zero tolerance” policy, such policies are irrelevant to what constitutes a change in placement for disciplinary removals under the IDEA. (See 71 Fed. Reg. 46728 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will consider on a case-by-case basis whether the behavior in the incidents that resulted in the series of removals is “substantially similar.” In making the determination as to “substantially similar behavior,” CIMARRON MUNICIPAL SCHOOLS will consider any relevant information regarding the child’s behaviors, including, where appropriate, any information in the child’s IEP. However, “substantially similar behaviors” do not need to be recognized by the IEP Team or included in the</p>

<p>resulted in the series of removals; and</p> <p>(iii) Because of such additional factors as the length of each removal, the total amount of time the child has been removed, and the proximity of the removals to one another.</p> <p>(b)</p> <p>(1) The public agency determines on a case-by-case basis whether a pattern of removals constitutes a charge of placement.</p> <p>(2) This determination is subject to review through due process and judicial proceedings.</p> <p>(Authority: 20 U.S.C. 1415(k))</p>		<p>child’s IEP, and instead will be determined by CIMARRON MUNICIPAL SCHOOLS. Although “substantially similar behavior” is a subjective determination, when the child’s behaviors, taken cumulatively, are objectively reviewed in the context of all the criteria for determining whether the series of behaviors constitutes a change in placement, CIMARRON MUNICIPAL SCHOOLS will be able to make a reasonable determination as to whether a change in placement has occurred. (See 71 Fed. Reg. 46729 (August 14, 2006))</p>
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<p><a href="#">§ 300.537 State enforcement mechanisms.</a></p> <p>Notwithstanding §§ 300.506(b)(7) and 300.510(d)(2), which provide for judicial enforcement of a written agreement reached as a result of mediation or a resolution meeting, there is nothing in this part that would prevent the SEA from using other mechanisms to seek enforcement of that agreement, provided that use of those mechanisms is not mandatory and does not delay or deny a party the right to seek enforcement of the written agreement in a State court of competent jurisdiction or in a district court of the United States.</p> <p>(Authority: 20 U.S.C. 1415(e)(2)(F), 1415(f)(1)(B))</p>		
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<p><a href="#">§§ 300.538–300.599 [Reserved]</a></p>		
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<p><u>EDUCATIONAL SERVICES FOR GIFTED CHILDREN</u></p> <p>(Not addressed in federal regulations; see New Mexico Rules).</p>	<p><b>GIFTED CHILDREN</b></p> <p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>D. The definitions in Subsection D of 6.31.2.7 NMAC apply only to 6.31.2.12 NMAC.</p> <p>(1) <b>“Creativity/divergent thinking”</b> means outstanding performance on a test of creativity/divergent thinking or in creativity/divergent thinking as documented by information from other sources as specified in Paragraph (2) of Subsection C of 6.31.2.12 NMAC.</p> <p>(2), <b>“Gifted child”</b> means a school-age person as defined in Subsection D of Section 22-13-6 NMSA 1978 whose intellectual ability paired with subject matter aptitude/achievement, creativity/divergent thinking, or problem-solving/critical thinking meets the eligibility criteria in 6.31.2.12 NMAC and for whom a properly constituted IEP team determines that services are required to meet the child’s educational needs.</p> <p>(3)<b>“Intellectual ability”</b> means a score two standard deviations above the mean as defined by the test author on a properly administered intelligence measure. The test administrator shall also consider the standard error of measure (SEM) in the determination of whether or not criteria have been met in this area.</p> <p>(4) <b>“Problem-solving/critical thinking”</b> means outstanding performance on a test of problem-solving/critical thinking, or in problem-solving/critical thinking as documented by information from other sources as specified in Subparagraph (b) of Paragraph (2) of Subsection B of 6.31.2.12 NMAC.</p>	<p>The NMPED has issued a <a href="#">Characteristics of Gifted Students with Factors Instructions, Checklist, and Scoring Guide</a> (November 2005) that the SAT committee may use. As indicated in the Purpose Statement, “This checklist exists in order to discover factors that may influence classroom performance or test scores of gifted students. It does not weigh for or against qualification, but aids the Student Assistance Team (SAT) in making good judgments about how to proceed with the evaluation process.”</p> <p>Per the Interpretation instructions, “Quantitative data from this checklist should be combined with qualitative data for consideration by the SAT in determining whether or not a student referred for gifted services would be considered to have ‘factors.’ If there are ‘factors’ that are determined to be significant through the use of this instrument and other qualitative data, the student would be referred by the SAT to the team administering the alternative protocol that has been approved by the Public Education Department/Special Education Bureau and adopted by the district/charter school for screening and evaluation.” The CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this resource.</p> <p>The NMPED has issued a <a href="#">Technical Assistance Manual for Gifted Education in New Mexico</a> (2019), available through the NMPED website.</p> <p>This technical assistance manual provides legal requirements, as well as sample forms, processes, and checklists. The forms or checklists included are offered by the PED in response to the many requests received for sample models. However, according to the PED, “none of the forms are required or necessarily recommended.” If they are used, CIMARRON MUNICIPAL SCHOOLS will review, adapt, and/or</p>
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	<p>(5) “<b>Subject matter aptitude/achievement</b>” means superior academic performance on a total subject area score on a standardized measure or as documented by information from other sources as specified in Paragraph (2) of Subsection C of 6.31.2.12 NMAC.</p> <p><b>6.31.2.12 NMAC. EDUCATIONAL SERVICES FOR GIFTED CHILDREN:</b></p> <p>A. Evaluation procedures for gifted children.</p> <p>(1) Each school district shall establish a child find procedure that includes a screening and referral process for students in public schools who may be gifted.</p> <p>(2) Analysis of data. The identification of a student as gifted shall include documentation and analysis of data from multiple sources for subject matter aptitude/achievement, creativity/divergent thinking, and problem solving/critical thinking including:</p> <p>(a) standardized measures, as specified in Subsection B of 6.31.2.12 NMAC, (Correct citation 6.31.2.7 (D)NMAC) and</p> <p>(b) information regarding the child’s abilities from other sources, such as collections of work, audio/visual tapes, judgment of work by qualified individuals knowledgeable about the child’s performance (e.g., artists, musicians, poets and historians, etc.), interviews, or observations.</p> <p>(3) The child’s ability shall be assessed in all four areas specified in Subsection B of 6.31.2.12 NMAC.. (correct citation 6.31.2.7(D) NMAC).</p> <p>B. Standard method for identification. Under the standard method for identification, students will be evaluated in</p>	<p>revise the forms to fit CIMARRON MUNICIPAL SCHOOLS’s specific demographic and procedural needs. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of this technical assistance manual.</p>
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	<p>the areas of intellectual ability, subject matter aptitude/achievement, creativity/divergent thinking, and problem solving/critical thinking. A student who meets the criteria established in Subsection B of 6.31.2.12, (correct citation 6.31.2.7(D) NMAC) for intellectual ability and also meets the criteria in one or more of the other areas will qualify for consideration of service. A properly constituted IEP team, including someone who has knowledge of gifted education, will determine if services are required to meet the child's educational needs.</p> <p>C. Alternative method for identification.</p> <p>(1) A school district may apply to the department to utilize an alternative protocol for all students. Eligibility of a student will then be determined by a properly administered and collected, department-approved alternative protocol designed to evaluate a student's intellectual ability, subject matter aptitude/achievement, creativity/divergent thinking, and problem solving /critical thinking.</p> <p>(2) If an accurate assessment of a child's ability may be affected by factors including cultural background, linguistic background, English language proficiency level, socioeconomic status or disability condition(s), an alternative protocol as described in Paragraph (1) of Subsection E of 6.31.2.12 NMAC (correct citation 6.31.2.12(C)) will be used in all school districts to determine the student's eligibility. The impact of these factors shall be documented by the person(s) administering the alternative protocol.</p> <p>(3) The student assistance team (SAT) process requirements will not apply to students who meet the criteria established by the alternative protocols. When a student's overall demonstrated abilities are very superior (as defined by the alternative protocol author), a properly constituted IEP team, including someone who has knowledge of gifted education, will determine if special education services are required to meet the child's educational needs.</p>	
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	<p>D. Applicability of rules to gifted children.</p> <p>(1) All definitions, policies, procedures, assurances, procedural safeguards and services identified in 6.31.2 NMAC for school-aged children with disabilities apply to school-aged gifted children within the educational jurisdiction of each local school district, including children in charter schools within the school district, except:</p> <p>(a) the requirements of 6.31.2.8 NMAC through 6.31.2.10 NMAC [Right to FAPE, Public Agency Responsibilities, Identification, Evaluations and Eligibility Determinations];</p> <p>(b) Subsections J [Children in State-Supported Educational Programs], K(correct subsection M) [Children in Detention and Correctional Facilities] and L (correct subsection N)[Children in Private Schools or Facilities] of 6.31.2.11 NMAC regarding child find, evaluations and services for private school children with disabilities, children with disabilities in state-supported educational programs, children with disabilities in detention and correctional facilities and children with disabilities who are schooled at home;</p> <p>(c) the requirements of 34 CFR Secs. 300.530 through 300.536 [Discipline Procedures], Subsection I of 6.31.2.13 NMAC [Due Process Hearings] and 6.11.2.11 NMAC (subsection F) regarding disciplinary changes of placement for children with disabilities; and</p> <p>(d) the requirements of 34 CFR Secs. 300.43 [Ward of the State], and 300.320(b) [IEP's Transition Service] and Paragraph (2) of Subsection (G) of 6.31.2.11 NMAC regarding transition planning. Students identified as gifted shall meet the requirements at Subsection B of</p>	
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	<p>22-13-1.1 NMSA 1978, which is the next step plan for students without disabilities.</p> <p>(2) Assuming appropriate evaluations, a child may properly be determined to be both gifted and a child with a disability and be entitled to a free appropriate public education for both reasons. The rules in this section 6.31.2.12 NMAC apply only to gifted children.</p> <p>(3) Nothing in these rules shall preclude a school district or a charter school within a school district from offering additional gifted programs for children who fail to meet the eligibility criteria. However, the state shall only provide funds under Section 22-8-21 NMSA 1978 for department-approved gifted programs for those students who meet the established criteria.</p> <p>E. Advisory committees.</p> <p>(1) Each school district offering a gifted education program shall create one or more advisory committees of parents, community members, students and school staff members. The school district may create as many advisory committees as there are high schools in the school district or may create a district-wide advisory committee.</p> <p>(2) The membership of each advisory committee shall reflect the cultural diversity of the enrollment of the school district or the schools the advisory committee advises. Representation from all schools the committee is advising is required.</p> <p>(3) Purposes. The advisory committee shall:</p> <p>(a) regularly review the goals and priorities of the gifted program, including the operational plans for student identification, evaluation, placement and service delivery;</p> <p>(b) demonstrate support for the gifted program;</p>	
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	<ul style="list-style-type: none"> <li>(c) provide information regarding the impact that cultural background, linguistic background, socioeconomic status and disability conditions within the community may have on the child referral, identification, evaluation and service delivery processes;</li> <li>(d) advocate for children who have been underrepresented in gifted services due to cultural or linguistic background, socioeconomic status, or disability conditions, in order to ensure that these children have equal opportunities to benefit from services for gifted students; and</li> <li>(e) meet three or more times per year at regular intervals.</li> </ul> <p>(4) Formal documentation of committee membership, activities and recommendations shall be maintained. If proposals are made by the committee to address any of the purposes as listed in Paragraph (3) of Subsection G of 6.31.2.12 NMAC (correct citation 6.31.2.12(E)(3)), they shall be submitted in writing to the school district administration. The school district administration shall respond in writing to any proposed actions before the next scheduled meeting of the advisory committee.</p>	
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<a href="#">Subpart F—Monitoring, Enforcement, Confidentiality, and Program Information</a>		
<a href="#">Monitoring, Technical Assistance, and Enforcement</a>		
<a href="#">§ 300.600 State monitoring and enforcement.</a>		
<p>[Text omitted from these procedures.]</p>		

<a href="#">§ 300.601 State performance plans and data collection.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.602 State use of targets and reporting.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.603 Secretary’s review and determination regarding State performance.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.604 Enforcement.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.605 Withholding funds.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.606 Public attention.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.607 Divided State agency responsibility.</a> [Text omitted from these procedures.]		

<p><a href="#">§ 300.608 State enforcement.</a> [Text omitted from these procedures.]</p>		
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<p><a href="#">§ 300.609 Rule of construction.</a> [Text omitted from these procedures.]</p>		
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<p><a href="#">Confidentiality of Information</a></p>		
<p><a href="#">§ 300.610 Confidentiality.</a></p> <p>The Secretary takes appropriate action, in accordance with section 444 of GEPA, to ensure the protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by the Secretary and by SEAs and LEAs pursuant to Part B of the Act, and consistent with §§ 300.611 through 300.627.</p> <p>(Authority: 20 U.S.C. 1417(c))</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>L. Confidentiality of information.</p> <p>(1) Confidentiality requirements. Each public agency collecting, using or maintaining any personally identifiable information on children under Part B of IDEA shall comply with all applicable requirements of 34 CFR Secs. 300.610 through 300.626, and the federal Family Educational Rights and Privacy Act, 34 CFR Part 99.</p> <p>(2) Parental rights to inspect, review and request amendment of education records. Each public agency shall permit parents or their authorized representatives to inspect and review any education records relating to their children that are collected, maintained or used by the public agency under Part B of IDEA pursuant to 34 CFR Sec. 300.613. A parent who believes that information in the education records is inaccurate or misleading or violates the privacy or other rights of the child may request the public agency that maintains the information to amend the information pursuant to 34 CFR Sec. 300.618 and shall have the opportunity for a hearing</p>	<p>CIMARRON MUNICIPAL SCHOOLS has a Board policy ensuring compliance with FERPA. CIMARRON MUNICIPAL SCHOOLS will follow Board policy, including with regard to assuring the following rights:</p> <ul style="list-style-type: none"> <li>■ The right to inspect and review the child's education records within 45 days of the day CIMARRON MUNICIPAL SCHOOLS receives a request for access. Parents should submit to the custodian of records a written request that identifies the record(s) they wish to inspect. CIMARRON MUNICIPAL SCHOOLS will make arrangements for access and notify the parent of the time and place where the records may be inspected.</li> <li>■ The right to request the amendment of the child's education records that the parent believes is inaccurate or misleading or violates the privacy or other rights of the child. Parents or eligible students may ask CIMARRON MUNICIPAL SCHOOLS to amend a record that they believe is inaccurate or misleading or violates the privacy or other rights of the child. They should clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading or violates the privacy or other rights of the child. If CIMARRON MUNICIPAL SCHOOLS decides not</li> </ul>

	<p>on that request pursuant to 34 CFR Secs. 300.619 through 300.621 and 99.22.</p> <p>(3) Transfer of student records.</p> <p>(a) Pursuant to 34 CFR Sec. 99.31(a)(2), an educational agency may transfer child records without parental consent when requested by another educational agency in which a child seeks or intends to enroll as long as the sending educational agency has included the proper notification that it will do so in its required annual FERPA notice to children and parents. In view of the importance of uninterrupted educational services to children with disabilities, each New Mexico public agency is hereby directed to include such language in its annual FERPA notice and to ensure that it promptly honors each proper request for records from an educational agency that has become responsible for serving a child with a disability.</p> <p>(b) State-supported educational programs and the educational programs of juvenile or adult detention or correctional facilities are educational agencies for purposes of the Family Educational Rights and Privacy Act (FERPA) and are entitled to request and receive educational records on children with disabilities on the same basis as local school districts. Public agencies shall promptly honor requests for records to assist such programs in providing appropriate services to children within their educational jurisdiction.</p> <p>(c) Pursuant to 34 CFR Sec. 99.34(b), an educational agency that is authorized to transfer student records to another educational agency without parental consent under Sec. 99.31(a)(2) may properly transfer to the receiving educational agency all educational records the sending educational agency maintains on a child, including medical, psychological and</p>	<p>to amend the record as requested by the parent or eligible student, CIMARRON MUNICIPAL SCHOOLS will notify the parent of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent when notified of the right to a hearing.</p> <ul style="list-style-type: none"> <li>■ The right to consent to disclosures of personally identifiable information contained in the child's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, CIMARRON MUNICIPAL SCHOOLS discloses education records without consent to officials of another school district in which a child seeks or intends to enroll.</li> <li>■ The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:                  Family Policy Compliance Office                  U.S. Department of Education                  400 Maryland Avenue, SW                  Washington, DC 20202-5901</li> </ul> <p>The Director of Special Education is custodian of the special education folder for students currently enrolled at the assigned school. The Director of Special Education is the custodian of records for the special education folder of students who have withdrawn or graduated.</p> <p>CIMARRON MUNICIPAL SCHOOLS will provide notice when records are no longer needed. The parent</p>
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	<p>other types of diagnostic and service information which the educational agency obtained from outside sources and used in making or implementing educational programming decisions for the child.</p> <p>(d) Pursuant to Paragraph (3) of Subsection E of 6.29.1.9 NMAC (correct citation 6.29.1.9(F) NMAC), 34 CFR Sec. 300.229 and the federal Elementary and Secondary Education Act of 1965 at 20 USC 7221(g), any transfer of educational records to a private or public elementary or secondary school in which a child with disabilities seeks, intends, or is instructed to enroll shall include the following:</p> <ul style="list-style-type: none"> <li>(i) transcripts and copies of all pertinent records as normally transferred for all students;</li> <li>(ii) the child's current individualized education program with all supporting documentation, including the most recent multidisciplinary evaluations and any related medical, psychological or other diagnostic or service information that was consulted in developing the IEP; and</li> <li>(iii) disciplinary records with respect to current or previous suspensions or expulsions of the child.</li> </ul> <p>(4) Parental refusals of consent for release of information. If parental consent is required for a particular release of information regarding a child with a disability and the parent refuses consent, the sending or receiving public agency may use the impartial due process hearing procedures specified in Subsection I of 6.31.2.13 NMAC to determine if the information may be released without parental consent. If the hearing officer determines that the proposed release of information is</p>	<p>may seek destruction of the records once they are no longer needed. The information must be destroyed at the request of the parents or, at their option, the records must be given to the parents. When informing parents about their rights to destruction of personally identifiable records, CIMARRON MUNICIPAL SCHOOLS advises them that the records may be needed by the child or the parents for social security benefits and other purposes.</p>
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	<p>reasonably necessary to enable one or more public agencies to fulfill their educational responsibilities toward the child, the information may be released without the parent's consent. The hearing officer's decision in such a case shall be final and not subject to further administrative review.</p> <p><b>SPECIAL EDUCATION OMBUD ACT (H.B. 222)(2021)</b></p> <p>SECTION 6 Access to student educational records</p> <p>Upon request and with consent from the student or the student's parent, the [Ombud]office shall have access to the student's educational records from the public education department, a school district or a public school as necessary to carry out the office's responsibilities.</p>	
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<p><a href="#">§ 300.611 Definitions.</a></p> <p>As used in §§ 300.611 through 300.625—</p> <p>(a) <i>Destruction</i> means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.</p> <p>(b) <i>Education records</i> means the type of records covered under the definition of "education records" in 34 CFR part 99 (the regulations implementing the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g (FERPA)).</p> <p>(c) Participating <i>agency</i> means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the Act.</p> <p>(Authority: 20 U.S.C. 1221e-3, 1412(a)(8), 1417(c))</p>		
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<p><a href="#">§ 300.612 Notice to parents.</a></p>		
<p>(a) The SEA must give notice that is adequate to fully inform parents about the requirements of § 300.123, including—</p> <ol style="list-style-type: none"> <li>(1) A description of the extent that the notice is given in the native languages of the various population groups in the State;</li> <li>(2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the State intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;</li> <li>(3) A summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and</li> <li>(4) A description of all of the rights of parents and children regarding this information, including the rights under FERPA and implementing regulations in 34 CFR part 99.</li> </ol> <p>(b) Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the State of the activity.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding annual notice to parents under the Family Educational Rights and Privacy Act (FERPA); and will provide annual notice.</p>



<p><a href="#">§ 300.613 Access rights.</a></p>		
<p>(a) Each participating agency must permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the agency under this part. The agency must comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to § 300.507 or §§ 300.530 through 300.532, or resolution session pursuant to § 300.510, and in no case more than 45 days after the request has been made.</p> <p>(b) The right to inspect and review education records under this section includes—</p> <ol style="list-style-type: none"> <li>(1) The right to a response from the participating agency to reasonable requests for explanations and interpretations of the records;</li> <li>(2) The right to request that the agency provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and</li> <li>(3) The right to have a representative of the parent inspect and review the records.</li> </ol> <p>(c) An agency may presume that the parent has authority to inspect and review records relating to his or her child unless the agency has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>B. Examination of records. Each public agency shall afford the parents of a child with a disability an opportunity to inspect and review all education records related to the child in compliance with 34 CFR Secs. 300.501(a), 300.613 through 300.620, 34 CFR Part 99, and any other applicable requirements of these or other department rules and standards.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding a parent’s access rights under the Family Educational Rights and Privacy Act (FERPA).</p> <p>CIMARRON MUNICIPAL SCHOOLS will afford parents the opportunity to inspect and review their child’s education records within 45 days of the day CIMARRON MUNICIPAL SCHOOLS receives a request for access. Parents should submit to the custodian of records a written request that identifies the record(s) they wish to inspect. CIMARRON MUNICIPAL SCHOOLS will make arrangements for access and notify the parent of the time and place where the records may be inspected.</p>

<a href="#">§ 300.614 Record of access.</a>		
<p>Each participating agency must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the Act (except access by parents and authorized employees of the participating agency), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS maintains the Record of Access for special education records in the Special Education folder.</p>
<a href="#">§ 300.615 Records on more than one child.</a>		
<p>If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding records on more than one child under the Family Educational Rights and Privacy Act (FERPA).</p> <p>To ensure that any information on a child other than the child of the requesting parent remains protected, CIMARRON MUNICIPAL SCHOOLS will redact any identifying information on the other child or inform the parents of the information that pertains to only their child if redaction does not fully protect the identity of the other child.</p>
<a href="#">§ 300.616 List of types and locations of information.</a>		
<p>Each participating agency must provide parents on request a list of the types and locations of education records collected, maintained, or used by the agency.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>In CIMARRON MUNICIPAL SCHOOLS, the special education records of a student are located at the Department of Special Education.</p>

<a href="#">§ 300.617 Fees.</a>		
<p>(a) Each participating agency may charge a fee for copies of records that are made for parents under this part if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.</p> <p>(b) A participating agency may not charge a fee to search for or to retrieve information under this part.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding charging fees for copies.</p>

<a href="#">§ 300.618 Amendment of records at parent's request.</a>		
<p>(a) A parent who believes that information in the education records collected, maintained, or used under this part is inaccurate or misleading or violates the privacy or other rights of the child may request the participating agency that maintains the information to amend the information.</p> <p>(b) The agency must decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.</p> <p>(c) If the agency decides to refuse to amend the information in accordance with the request, it must inform the parent of the refusal and advise the parent of the right to a hearing under §300.619.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding amendment of records under the Family Educational Rights and Privacy Act (FERPA).</p> <p>CIMARRON MUNICIPAL SCHOOLS affords parents and adult students the opportunity to request the amendment of their child's education records when a parent or adult student believes the records are inaccurate or misleading or violates the privacy or other rights of the child. Parents or eligible students may ask CIMARRON MUNICIPAL SCHOOLS to amend a record that they believe is inaccurate or misleading or violates the privacy or other rights of the child. They should clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading or violates the privacy or other rights of the child. If CIMARRON MUNICIPAL SCHOOLS decides not to amend the record as requested by the parent or eligible student, CIMARRON MUNICIPAL SCHOOLS will notify the parent of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures</p>

		will be provided to the parent when notified of the right to a hearing.
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<p><a href="#">§ 300.619 Opportunity for a hearing.</a></p> <p>The agency must, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding the opportunity for a hearing, including hearing procedures and result of the hearing under the Family Educational Rights and Privacy Act (FERPA).</p> <p>CIMARRON MUNICIPAL SCHOOLS will hold the hearing within a reasonable time after it has received the request for hearing from the parents or adult student. (See 34 CFR 99.22; 71 Fed. Reg. 46735 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will give the parent or adult student notice of the date, time, and place, reasonably in advance of the hearing. (See 34 CFR 99.22; 71 Fed. Reg. 46735 (August 14, 2006))</p> <p>The hearing may be conducted by any individual, including an official of CIMARRON MUNICIPAL SCHOOLS, who does not have a direct interest in the outcome of the hearing. (See 34 CFR 99.22; 71 Fed. Reg. 46735 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS, the parents or eligible student may, at their own expense, be assisted or represented by one or more individuals of their choice. (See 34 CFR 99.22; 71 Fed. Reg. 46735 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS will make its decision within a reasonable period of time after the hearing. The decision will be based solely on the evidence presented at the hearing, and will include a summary of the evidence and the reasons for the</p>
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		decision. (See 34 CFR 99.22; 71 Fed. Reg. 46736 (August 14, 2006))
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<a href="#">§ 300.620 Result of hearing.</a>		
<p>(a) If, as a result of the hearing, the agency decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must amend the information accordingly and so inform the parent in writing.</p> <p>(b) If, as a result of the hearing, the agency decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent’s right to place in the records the agency maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the agency.</p> <p>(c) Any explanation placed in the records of the child under this section must—</p> <ol style="list-style-type: none"> <li>(1) Be maintained by the agency as part of the records of the child as long as the record or contested portion is maintained by the agency; and</li> <li>(2) If the records of the child or the contested portion is disclosed by the agency to any party, the explanation must also be disclosed to the party.</li> </ol> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		

<a href="#">§ 300.621 Hearing procedures.</a>		
A hearing held under § 300.619 must be conducted		

<p>according to the procedures in 34 CFR 99.22.  (Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		
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<p><a href="#"><u>§ 300.622 Consent.</u></a></p> <p>(a) Parental consent must be obtained before personally identifiable information is disclosed to parties, other than officials of participating agencies in accordance with paragraph (b)(1) of this section, unless the information is contained in education records, and the disclosure is authorized without parental consent under 34 CFR part 99.</p> <p>(b)</p> <p>(1) Except as provided in paragraphs (b)(2) and (b)(3) of this section, parental consent is not required before personally identifiable information is released to officials of participating agencies for purposes of meeting a requirement of this part.</p> <p>(2) Parental consent, or the consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with §300.321(b)(3).</p> <p>(3) If a child is enrolled, or is going to enroll in a private school that is not located in the LEA of the parent’s residence, parental consent must be obtained before any personally identifiable information about the child is released between officials in the LEA where the private school is located and officials in the LEA of the parent’s residence.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding parental consent requirements under the Family Educational Rights and Privacy Act (FERPA).</p> <p>CIMARRON MUNICIPAL SCHOOLS will obtain parental consent before disclosing personally identifiable information contained in a child's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with a legitimate educational interest. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, CIMARRON MUNICIPAL SCHOOLS discloses education records without consent to officials of another school district in which a child seeks or intends to enroll.</p>
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<p><a href="#">§ 300.623 Safeguards.</a></p>		
<p>(a) Each participating agency must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.</p> <p>(b) One official at each participating agency must assume responsibility for ensuring the confidentiality of any personally identifiable information.</p> <p>(c) All persons collecting or using personally identifiable information must receive training or instruction regarding the State’s policies and procedures under § 300.123 and 34 CFR part 99.</p> <p>(d) Each participating agency must maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will comply with Board Policy regarding safeguards under the Family Educational Rights and Privacy Act (FERPA).</p> <p>The child’s school principal of CIMARRON MUNICIPAL SCHOOLS is responsible for ensuring the confidentiality of any personally identifiable information.</p> <p>CIMARRON MUNICIPAL SCHOOLS will ensure that all persons collecting or using personally identifiable information will receive training or instruction regarding the Family Educational Rights and Privacy Act (FERPA).</p> <p>CIMARRON MUNICIPAL SCHOOLS will maintain a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.</p>

<p><a href="#">§ 300.624 Destruction of information.</a></p>		
<p>(a) The public agency must inform parents when personally identifiable information collected, maintained, or used under this part is no longer needed to provide educational services to the child.</p> <p>(b) The information must be destroyed at the request of the parents. However, a permanent record of a student’s name, address, and phone number, his or her grades, attendance record, classes attended, grade level completed, and year completed may be</p>	<p><b>6.31.2.13 NMAC. ADDITIONAL RIGHTS OF PARENTS, STUDENTS AND PUBLIC AGENCIES:</b></p> <p>L. Confidentiality of information.</p> <p>...</p> <p>(5) Destruction of information.</p> <p>(a) Pursuant to 34 CFR Sec. 300.624, each public agency shall inform parents when personally</p>	<p>CIMARRON MUNICIPAL SCHOOLS will provide notice when records are no longer needed. The parent may seek destruction of the records once they are no longer needed. The information must be destroyed at the request of the parents or, at their option, the records must be given to the parents. When informing parents about their rights to destruction of personally identifiable records, CIMARRON MUNICIPAL SCHOOLS advises them that the records may be needed</p>

<p>maintained without time limitation.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>	<p>identifiable information collected, maintained, or used under 34 CFR Part 300 is no longer needed to provide educational services to the child. As at other times, the parents shall have the right to inspect and review all educational records pertaining to their child pursuant to 34 CFR Sec. 300.613. The information shall be destroyed at the request of the parents or, at their option the records shall be given to the parents. When informing parents about their rights to destruction of personally identifiable records under these rules, the public agency should advise them that the records may be needed by the child or the parents for social security benefits and other purposes.</p> <p>(b) If the parents do not request the destruction of personally identifiable information about their children, the public agency may retain that information permanently. In either event, a permanent record of a student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed may be maintained without time limitation. Additional information that is not related to the student's IDEA services may be maintained if allowed under 34 CFR Part 99.</p> <p>(6) Educational records retention and disposition schedules.</p> <p>(a) Definitions as used in this paragraph:</p> <p>(i) "destruction" means physical destruction or removal of personal identifiers from educational records so that the information is no longer personally identifiable; and</p> <p>(ii) "educational records" means the type of records covered under the definition of "educational records" in 34 CFR Part 99 of the regulations implementing the Family</p>	<p>by the child or the parents for social security benefits and other purposes.</p>
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	<p>Educational Rights and Privacy Act of 1974, 20 USC 1232g (FERPA).</p> <p>(b) Pursuant to 1.20.2.102 NMAC (Repealed 2015, replaced with Functional Retention and Disposition Schedules at 1.21.2. NMAC) , the public agency shall notify the parents that the public agency shall retain specific information for five years to include:</p> <ul style="list-style-type: none"> <li>(i) most recent IEP;</li> <li>(ii) most recent 2 years of child progress reports or referral form;</li> <li>(iii) related services reports;</li> <li>(iv) summary of academic achievement and functional performance;</li> <li>(v) parent communication;</li> <li>(vi) public agency community action;</li> <li>(vii) writing sample; and</li> <li>(viii) staff reports on behavior.</li> </ul> <p>(c) Pursuant to 34 CFR Sec.300.624 and Paragraph (5) of this subsection, federal rules and department rules require public agencies to inform parents of proposed destruction of special education records.</p> <p>(d) Pursuant to 34 CFR Sec. 300.624, the information shall be destroyed at the request of the parents. However, a permanent record of a child's name, address, phone number, his or her grades, attendance record, classes attended, grade level completed and year completed may be maintained without time limit. Notice of destruction of child records shall include:</p>	<p><a href="#">1-21-2 NMAC- FUNCTIONAL RETENTION AND DISPOSITION SCHEDULES</a></p>
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	<ul style="list-style-type: none"> <li>(i) informing parents at the last IEP meeting of personally identifiable information that is no longer needed to provide special education and related service and information that shall be retained according to the state for five years under 1.20.1.102 NMAC;</li> <li>(ii) documentation at the last IEP meeting and prior written notice of the information that is required to be maintained indefinitely;</li> <li>(iii) documentation at the last IEP meeting and the prior written notice that the parent accepted or rejected the proposed action to maintain records;</li> <li>(iv) if the parent requests that the public agency destroy information not required indefinitely, the public agency shall maintain the last IEP and prior written notice that states the parent required the public agency to destroy allowable information that shall be maintained for five years; and</li> <li>(v) the public agency shall inform the parents of the proposed date of destruction of records at the last IEP meeting and document on the prior written notice of action the proposed date of destruction of records.</li> </ul>	
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<p><a href="#">§ 300.625 Children’s rights.</a></p>		
<p>(a) The SEA must have in effect policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the</p>		<p>When rights transfer, the rights afforded to “parent” will be afforded by CIMARRON MUNICIPAL SCHOOLS to the adult student.</p>

<p>age of the child and type or severity of disability.</p> <p>(b) Under the regulations for FERPA in 34 CFR 99.5(a), the rights of parents regarding education records are transferred to the student at age 18.</p> <p>(c) If the rights accorded to parents under Part B of the Act are transferred to a student who reaches the age of majority, consistent with § 300.520, the rights regarding educational records in §§ 300.613 through 300.624 must also be transferred to the student. However, the public agency must provide any notice required under section 615 of the Act to the student and the parents.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		
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<p><a href="#">§ 300.626 Enforcement.</a></p> <p>The SEA must have in effect the policies and procedures, including sanctions that the State uses, to ensure that its policies and procedures consistent with §§ 300.611 through 300.625 are followed and that the requirements of the Act and the regulations in this part are met.</p> <p>(Authority: 20 U.S.C. 1412(a)(8); 1417(c))</p>		
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<p><a href="#">§ 300.627 Department use of personally identifiable information.</a></p> <p>If the Department or its authorized representatives collect any personally identifiable information regarding children with disabilities that is not subject to the Privacy Act of 1974, 5 U.S.C. 552a, the Secretary applies the requirements of 5 U.S.C. 552a(b)(1) and (b)(2), 552a(b)(4) through (b)(11); 552a(c) through 552a(e)(3)(B); 552a(e)(3)(D); 552a(e)(5) through (e)(10); 552a(h); 552a(m); and 552a(n); and the regulations implementing those provisions in 34 CFR part 5b.</p>		
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(Authority: 20 U.S.C. 1412(a)(8); 1417(c))		
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<u>Reports—Program Information</u>		
<u>§ 300.640 Annual report of children served—report requirement.</u>		
<p>(a) The SEA must annually report to the Secretary on the information required by section 618 of the Act at the times specified by the Secretary.</p> <p>(b) The SEA must submit the report on forms provided by the Secretary.</p> <p>(Approved by the Office of Management and Budget under control numbers 1820–0030, 1820–0043, 1820–0659, 1820–0621, 1820–0518, 1820–0521, 1820–0517, and 1820–0677) (Authority: 20 U.S.C. 1418(a))</p>		CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED deemed necessary by the NMPED to carry out its duty under 20 U.S.C. § 1418 of the IDEA to report program information to the U.S. Department of Education.

<u>§ 300.641 Annual report of children served—information required in the report.</u>		
<p>(a) For purposes of the annual report required by section 618 of the Act and § 300.640, the State and the Secretary of the Interior must count and report the number of children with disabilities receiving special education and related services on any date between October 1 and December 1 of each year.</p> <p>(b) For the purpose of this reporting provision, a child's age is the child's actual age on the date of the child count.</p> <p>(c) The SEA may not report a child under more than one disability category.</p>		CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED deemed necessary by the NMPED to carry out its duty under 20 U.S.C. § 1418 of the IDEA to report program information to the U.S. Department of Education.

<p>(d) If a child with a disability has more than one disability, the SEA must report that child in accordance with the following procedure:</p> <p>(1) If a child has only two disabilities and those disabilities are deafness and blindness, and the child is not reported as having a developmental delay, that child must be reported under the category “deaf-blindness.”</p> <p>(2) A child who has more than one disability and is not reported as having deaf-blindness or as having a developmental delay must be reported under the category “multiple disabilities.”</p> <p>(Approved by the Office of Management and Budget under control numbers 1820–0030, 1820–0043, 1820–0621, 1820–0521, and 1820–0517) (Authority: 20 U.S.C. 1418(a), (b))</p>		
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<p><a href="#">§ 300.642 Data reporting.</a></p> <p>(a) <i>Protection of personally identifiable data.</i> The data described in section 618(a) of the Act and in § 300.641 must be publicly reported by each State in a manner that does not result in disclosure of data identifiable to individual children.</p> <p>(b) <i>Sampling.</i> The Secretary may permit States and the Secretary of the Interior to obtain data in section 618(a) of the Act through sampling.</p> <p>(Approved by the Office of Management and Budget under control numbers 1820–0030, 1820–0043, 1820–0518, 1820–0521, and 1820–0517)(Authority: 20 U.S.C. 1418(b))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED deemed necessary by the NMPED to carry out its duty under 20 U.S.C. § 1418 of the IDEA to report program information to the U.S. Department of Education.</p>
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<p><a href="#">§ 300.643 Annual report of children served—certification.</a></p>		
<p>The SEA must include in its report a certification signed by an authorized official of the agency that the information provided under § 300.640 is an accurate and unduplicated count of children with disabilities receiving special education and related services on the dates in question.</p> <p>(Approved by the Office of Management and Budget under control numbers 1820–0030 and 1820–0043) (Authority: 20 U.S.C. 1418(a)(3))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED deemed necessary by the NMPED to carry out its duty under 20 U.S.C. § 1418 of the IDEA to report program information to the U.S. Department of Education.</p>

<p><a href="#">§ 300.644 Annual report of children served—criteria for counting children.</a></p>		
<p>The SEA may include in its report children with disabilities who are enrolled in a school or program that is operated or supported by a public agency, and that—</p> <ul style="list-style-type: none"> <li>(a) Provides them with both special education and related services that meet State standards;</li> <li>(b) Provides them only with special education, if a related service is not required, that meets State standards; or</li> <li>(c) In the case of children with disabilities enrolled by their parents in private schools, counts those children who are eligible under the Act and receive special education or related services or both that meet State standards under §§ 300.132 through 300.144.</li> </ul> <p>(Approved by the Office of Management and Budget under control numbers 1820–0030, 1820–0043, 1820–0659, 1820–0621, 1820–0521, and 1820–0517)(Authority: 20 U.S.C. 1418(a))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED deemed necessary by the NMPED to carry out its duty under 20 U.S.C. § 1418 of the IDEA to report program information to the U.S. Department of Education.</p>

<p><a href="#">§ 300.645 Annual report of children served—other responsibilities of the SEA.</a></p>		
<p>In addition to meeting the other requirements of §§ 300.640 through 300.644, the SEA must—</p> <ul style="list-style-type: none"> <li>(a) Establish procedures to be used by LEAs and other educational institutions in counting the number of children with disabilities receiving special education and related services;</li> <li>(b) Set dates by which those agencies and institutions must report to the SEA to ensure that the State complies with §300.640(a);</li> <li>(c) Obtain certification from each agency and institution that an unduplicated and accurate count has been made;</li> <li>(d) Aggregate the data from the count obtained from each agency and institution, and prepare the reports required under §§ 300.640 through 300.644; and</li> <li>(e) Ensure that documentation is maintained that enables the State and the Secretary to audit the accuracy of the count.</li> </ul> <p>(Approved by the Office of Management and Budget under control numbers 1820–0030, 1820–0043, 1820–0659, 1820–0621, 1820–0518, 1820–0521, and 1820–0517)(Authority: 20 U.S.C. 1418(a))</p>		<p>CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED deemed necessary by the NMPED to carry out its duty under 20 U.S.C. § 1418 of the IDEA to report program information to the U.S. Department of Education.</p>

<p><a href="#">§ 300.646 Disproportionality.</a></p>		
<ul style="list-style-type: none"> <li>(a) <i>General.</i> Each State that receives assistance under Part B of the Act, and the Secretary of the Interior, must provide for the collection and examination of data to determine if significant disproportionality</li> </ul>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>E. Significant disproportionality.</p>	<p>CIMARRON MUNICIPAL SCHOOLS will provide accurate, valid and timely data to the NMPED deemed necessary by the NMPED to carry out its duty to determine if significant discrepancies exist between the</p>

<p>based on race and ethnicity is occurring in the State and the LEAs of the State with respect to—</p> <ol style="list-style-type: none"> <li>(1) The identification of children as children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in section 602(3) of the Act;</li> <li>(2) The placement in particular educational settings of these children; and</li> <li>(3) The incidence, duration, and type of disciplinary removals from placement, including suspensions and expulsions.</li> </ol> <p>(b) <i>Methodology.</i> The State must apply the methods in § 300.647 to determine if significant disproportionality based on race and ethnicity is occurring in the State and the LEAs of the State under paragraph (a) of this section.</p> <p>(c) <i>Review and revision of policies, practices, and procedures.</i> In the case of a determination of significant disproportionality with respect to the identification of children as children with disabilities, or the placement in particular educational settings of these children, in accordance with paragraph (a) and (b) of this section, the State or the Secretary of the Interior must—</p> <ol style="list-style-type: none"> <li>(1) Provide for the review and, if appropriate revision of the policies, procedures, and practices used in the identification or placement in particular education settings, including disciplinary removals, to ensure that the policies, practices, and procedures, comply with the requirements of the Act.</li> <li>(2) Require the LEA to publicly report on the revision of policies, practices, and procedures</li> </ol>	<ol style="list-style-type: none"> <li>(1) Pursuant to CFR 34 Sec. 300.646, LEAs shall provide for the collection and examination of data to determine if significant disproportionality, based on race and ethnicity, is occurring with respect to:             <ol style="list-style-type: none"> <li>(a) the identification of children as children with disabilities including the identification of children as children with disabilities in accordance with a particular impairment as defined by 34 CFR Sec. 300.8;</li> <li>(b) the placement in particular educational settings of these children; and</li> <li>(c) the incidence, duration and type of disciplinary actions, including suspensions and expulsions.</li> </ol> </li> <li>(2) Each public agency shall reserve the fifteen percent early intervening funds if they are identified for having data that is significantly disproportionate in any one of the following categories:             <ol style="list-style-type: none"> <li>(a) suspension of students with disabilities;</li> <li>(b) over identification of students with disabilities;</li> <li>(c) over identification of students in accordance with a particular impairment as defined by 34 CFR Sec. 300.8; and</li> <li>(d) placement of students with disabilities in a particular setting.</li> </ol> </li> <li>(3) Review and revision of policies, practices and procedures. In the case of a determination of significant disproportionality with respect to the identification of children as children with disabilities, or the placement in particular educational settings of these children, in accordance with Paragraph (1) of this subsection, the LEA shall :</li> </ol>	<p>rates of long-term suspensions and expulsions of children with and without disabilities or any other information that may be required by the NMPED or the U.S. Department of Education.</p> <p>With respect to the definition of significant disproportionality, CIMARRON MUNICIPAL SCHOOLS recognizes that the State has the discretion to define the term for the LEAs and for the State in general. CIMARRON MUNICIPAL SCHOOLS understands that the State will review CIMARRON MUNICIPAL SCHOOLS’s policies, practices, and procedures for identifying and placing children with disabilities if there is significant disproportionality in identification, placement, or discipline. CIMARRON MUNICIPAL SCHOOLS further understands that the purpose of such a review would be to determine if CIMARRON MUNICIPAL SCHOOLS’s policies, practices, and procedures are consistent with the IDEA. (See 71 Fed. Reg. 46738 (August 14, 2006))</p> <p>CIMARRON MUNICIPAL SCHOOLS complies with Title VI of the Civil Rights Act of 1964 which protects people from discrimination based on race, color or national origin in programs or activities that receive Federal financial assistance. The Office for Civil Rights under the U.S. Department of Education (“OCR”) provides school districts and state departments of education guidance in satisfying Title VI. CIMARRON MUNICIPAL SCHOOLS, by reference in these procedures, and through staff development (as appropriate), shall inform appropriate personnel of the following key OCR guidance documents:</p> <ul style="list-style-type: none"> <li>■ <a href="#">Education and Title VI of the Civil Rights Act of 1964</a> (1991).</li> <li>■ <a href="#">The Provision of an Equal Education Opportunity to Limited-English Proficient Students</a> (Revised August 2000).</li> </ul>
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<p>described under paragraph (c)(1) of this section with the requirements of the Family Education Rights and Privacy Act, its implementing regulations in 34 CFR Part 99, and Section 618 (b) (1) of the Act.</p> <p>(d) <i>Comprehensive coordinated early intervening services.</i> Except as provided in paragraph (e) , the State or the Secretary of the Interior shall require any LEA identified under paragraphs (a) and (b) of this section to reserve the maximum amount of funds under section 613 (f) of the Act to provide comprehensive coordinated early intervening services to address factors contributing to the significant disproportionality.</p> <p>(1) In implementing comprehensive coordinated early intervening services an LEA- -</p> <p>(i) May carry out activities that include professional development and educational and behavioral evaluations, services, and supports;</p> <p>(ii) Must identify and address the factors contributing to the significant disproportionality, which may include, among other identified factors, a lack of access to scientifically based instruction; economic, cultural, or linguistic barriers to appropriate identification of placement in particular educational settings; inappropriate use of disciplinary removals; lack of access to appropriate diagnostic screenings; differences in academic achievement levels; and policies, practices or procedures that contribute to the significant disproportionality.</p> <p>(iii) Must address a policy, practice or procedure it identifies as contributing to the significant disproportionality,</p>	<p>(a) provide for the review and, if appropriate, revision of the policies, procedures and practices used in the identification or placement to ensure that the policies, procedures and practices comply with the requirements of IDEA; and</p> <p>(b) require any LEA identified under Paragraph (1) of this subsection to reserve the maximum amount of funds under 34 CFR Sec. 300.226 to provide comprehensive coordinated early intervening services to serve children in the LEA, particularly, but not exclusively, children in those groups that were significantly over-identified under Paragraph (1) of this subsection; and</p> <p>(c) require the LEA to publicly report on the revision of policies, practices and procedures described under Subparagraph (b) of this paragraph.</p>	
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<p>including a policy, practice or procedure that results in a failure to identify, or the inappropriate identification or, a racial or ethnic group (or groups).</p> <p>(2) An LEA may use funds reserved for comprehensive coordinated early intervening services to serve children from age 3 through grade 12, particularly, but not exclusively, children in those groups that were significantly over-identified under paragraph (a) or (b) of this section, including - -</p> <p>(i) Children who are not currently identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment; and</p> <p>(ii) Children with disabilities.</p> <p>(3) An LEA may not limit the provision of comprehensive coordinated early intervening services under this paragraph to children with disabilities.</p> <p>(e) <i>Exception to comprehensive coordinated early intervening services.</i> The State or the Secretary of the Interior shall not require any LEA that serves only children with disabilities identified under paragraphs (a) and (b) to reserve funds to provide comprehensive coordinated early intervening services.</p> <p>(f) <i>Rule of Construction.</i> Nothing in this section authorizes a State or an LEA to develop or implement policies, practices or procedures that result in actions that violate the requirements of this part, including requirements related to child find and ensuring that a free appropriate public</p>		
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<p>education is available to all eligible child with disabilities.</p> <p>(Authority: 20 U.S.C. 1413 (f); 1418(d))</p>		
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<p><a href="#">Subpart G— Authorization, Allotment, Use of Funds, and Authorization of Appropriations</a></p>		
<p><a href="#">Allotments, Grants, and Use of Funds</a></p>		
<p><a href="#">§ 300.700 Grants to States.</a></p>		
<p>(a) <i>Purpose of grants.</i> The Secretary makes grants to States, outlying areas, and freely associated States (as defined in §300.717), and provides funds to the Secretary of the Interior, to assist them to provide special education and related services to children with disabilities in accordance with Part B of the Act.</p> <p>(b) <i>Maximum amount.</i> The maximum amount of the grant a State may receive under section 611 of the Act is—</p> <p>(1) For fiscal years 2005 and 2006—</p> <p>(i) The number of children with disabilities in the State who are receiving special education and related services—</p> <p>(A) Aged three through five, if the State is eligible for a grant under section 619 of the Act; and</p> <p>(B) Aged 6 through 21; multiplied by—</p>		

<p>(ii) Forty (40) percent of the average per-pupil expenditure in public elementary schools and secondary schools in the United States (as defined in § 300.717); and</p> <p>(2) For fiscal year 2007 and subsequent fiscal years—</p> <p>(i) The number of children with disabilities in the 2004–2005 school year in the State who received special education and related services—</p> <p>(A) Aged three through five if the State is eligible for a grant under section 619 of the Act; and</p> <p>(B) Aged 6 through 21; multiplied by</p> <p>(ii) Forty (40) percent of the average per-pupil expenditure in public elementary schools and secondary schools in the United States (as defined in § 300.717);</p> <p>(iii) Adjusted by the rate of annual change in the sum of—</p> <p>(A) Eighty-five (85) percent of the State’s population of children aged 3 through 21 who are of the same age as children with disabilities for whom the State ensures the availability of FAPE under Part B of the Act; and</p> <p>(B) Fifteen (15) percent of the State’s population of children described in paragraph (b)(2)(iii)(A) of this section who are living in poverty.</p> <p>(Authority: 20 U.S.C. 1411(a) and (d))</p>		
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<p><a href="#">§ 300.701 Outlying areas, freely associated States, and the Secretary of the Interior.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">§ 300.702 Technical assistance.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">§ 300.703 Allocations to States.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">§ 300.704 State-level activities.</a></p> <p>(a) <i>State administration.</i></p> <p>(1) For the purpose of administering Part B of the Act, including paragraph (c) of this section, section 619 of the Act, and the coordination of activities under Part B of the Act with, and providing technical assistance to, other programs that provide services to children with disabilities—</p> <p>(i) Each State may reserve for each fiscal year not more than the maximum amount the State was eligible to reserve for State administration under section 611 of</p>	<p><b>6.31.2.7 NMAC. DEFINITIONS:</b></p> <p>B. The following terms shall have the following meanings for purposes of these rules.</p> <p>...</p> <p>(17) <b>“Puente para los niños fund”</b> in New Mexico means a risk pool fund to support high cost students with disabilities identified by LEAs pursuant to 34 CFR Sec. 300.704(c)(3)(i).</p> <p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p>	

<p>the Act for fiscal year 2004 or \$800,000 (adjusted in accordance with paragraph (a)(2) of this section), whichever is greater; and</p> <p>(ii) Each outlying area may reserve for each fiscal year not more than five percent of the amount the outlying area receives under § 300.701(a) for the fiscal year or \$35,000, whichever is greater.</p> <p>(2) For each fiscal year, beginning with fiscal year 2005, the Secretary cumulatively adjusts—</p> <p>(i) The maximum amount the State was eligible to reserve for State administration under section 611 of the Act for fiscal year 2004; and</p> <p>(ii) \$800,000, by the rate of inflation as measured by the percentage increase, if any, from the preceding fiscal year in the Consumer Price Index For All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor.</p> <p>(3) Prior to expenditure of funds under paragraph (a) of this section, the State must certify to the Secretary that the arrangements to establish responsibility for services pursuant to section 612(a)(12)(A) of the Act are current.</p> <p>(4) Funds reserved under paragraph (a)(1) of this section may be used for the administration of Part C of the Act, if the SEA is the lead agency for the State under that Part.</p> <p>(b) <i>Other State-level activities.</i></p> <p>(1) States may reserve a portion of their allocations for other State-level activities. The maximum</p>	<p>C. Public agency funding and staffing. ...</p> <p>(5) Risk pool fund. (Puente para los ninos fund.)</p> <p>(a) Local educational agency high cost fund.</p> <p>(i) In compliance with 34 CFR Sec. 300.704(c) the department may maintain a risk pool fund to support high cost children with disabilities identified by LEAs.</p> <p>(ii) Funds distributed under this program will be on a reimbursable basis.</p> <p>(b) Application for funds. LEAs desiring to be reimbursed for the cost of children with disabilities with high needs shall file an application in accordance with the department’s puente para los ninos fund as described on the department’s website.</p>	
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<p>amount that a State may reserve for other State-level activities is as follows:</p> <p>(i) If the amount that the State sets aside for State administration under paragraph (a) of this section is greater than \$850,000 and the State opts to finance a high cost fund under paragraph (c) of this section:</p> <p>(A) For fiscal years 2005 and 2006, 10 percent of the State's allocation under §300.703.</p> <p>(B) For fiscal year 2007 and subsequent fiscal years, an amount equal to 10 percent of the State's allocation for fiscal year 2006 under §300.703 adjusted cumulatively for inflation.</p> <p>(ii) If the amount that the State sets aside for State administration under paragraph (a) of this section is greater than \$850,000 and the State opts not to finance a high cost fund under paragraph (c) of this section—</p> <p>(A) For fiscal years 2005 and 2006, nine percent of the State's allocation under §300.703.</p> <p>(B) For fiscal year 2007 and subsequent fiscal years, an amount equal to nine percent of the State's allocation for fiscal year 2006 adjusted cumulatively for inflation.</p> <p>(iii) If the amount that the State sets aside for State administration under paragraph (a) of this section is less than or equal to \$850,000 and the State opts to finance a high cost fund under paragraph (c) of this section:</p>		
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<p>(A) For fiscal years 2005 and 2006, 10.5 percent of the State's allocation under § 300.703.</p> <p>(B) For fiscal year 2007 and subsequent fiscal years, an amount equal to 10.5 percent of the State's allocation for fiscal year 2006 under §300.703 adjusted cumulatively for inflation.</p> <p>(iv) If the amount that the State sets aside for State administration under paragraph (a) of this section is equal to or less than \$850,000 and the State opts not to finance a high cost fund under paragraph (c) of this section:</p> <p>(A) For fiscal years 2005 and 2006, nine and one-half percent of the State's allocation under § 300.703.</p> <p>(B) For fiscal year 2007 and subsequent fiscal years, an amount equal to nine and one-half percent of the State's allocation for fiscal year 2006 under § 300.703 adjusted cumulatively for inflation.</p> <p>(2) The adjustment for inflation is the rate of inflation as measured by the percentage of increase, if any, from the preceding fiscal year in the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the Department of Labor.</p> <p>(3) Some portion of the funds reserved under paragraph (b)(1) of this section must be used to carry out the following activities:</p> <p>(i) For monitoring, enforcement, and complaint investigation; and</p>		
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<p>(ii) To establish and implement the mediation process required by section 615(e) of the Act, including providing for the costs of mediators and support personnel;</p> <p>(4) Funds reserved under paragraph (b)(1) of this section also may be used to carry out the following activities:</p> <p>(i) For support and direct services, including technical assistance, personnel preparation, and professional development and training;</p> <p>(ii) To support paperwork reduction activities, including expanding the use of technology in the IEP process;</p> <p>(iii) To assist LEAs in providing positive behavioral interventions and supports and mental health services for children with disabilities;</p> <p>(iv) To improve the use of technology in the classroom by children with disabilities to enhance learning;</p> <p>(v) To support the use of technology, including technology with universal design principles and assistive technology devices, to maximize accessibility to the general education curriculum for children with disabilities;</p> <p>(vi) Development and implementation of transition programs, including coordination of services with agencies involved in supporting the transition of students with disabilities to postsecondary activities;</p> <p>(vii) To assist LEAs in meeting personnel</p>		
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<p>shortages;</p> <p>(viii) To support capacity building activities and improve the delivery of services by LEAs to improve results for children with disabilities;</p> <p>(ix) Alternative programming for children with disabilities who have been expelled from school, and services for children with disabilities in correctional facilities, children enrolled in State- operated or State-supported schools, and children with disabilities in charter schools;</p> <p>(x) To support the development and provision of appropriate accommodations for children with disabilities, or the development and provision of alternate assessments that are valid and reliable for assessing the performance of children with disabilities, in accordance with sections 1111(b) and 1201 of the ESEA; and</p> <p>(xi) To provide technical assistance to schools and LEAs, and direct services, including direct student services described in section 1003A(c)(3) of the ESEA, to children with disabilities, in schools or LEAs implementing comprehensive support and improvement activities to targeted support and improvement activities under section 1111(d) of the ESEA on the basis of consistent underperformance of the disaggregated subgroup of children with disabilities, including providing professional development to special and regular education teachers who teach children with disabilities, based on scientifically based research to improve educational instruction, in order to improve academic achievement based on</p>		
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<p>the challenging academic standards described in section 1111(b)(1) of the ESEA.</p> <p>.</p> <p>(c) <i>Local educational agency high cost fund.</i></p> <p>(1) In general—</p> <p>(i) For the purpose of assisting LEAs (including a charter school that is an LEA or a consortium of LEAs) in addressing the needs of high need children with disabilities, each State has the option to reserve for each fiscal year 10 percent of the amount of funds the State reserves for other State- level activities under paragraph (b)(1) of this section—</p> <p>(A) To finance and make disbursements from the high cost fund to LEAs in accordance with paragraph (c) of this section during the first and succeeding fiscal years of the high cost fund; and</p> <p>(B) To support innovative and effective ways of cost sharing by the State, by an LEA, or among a consortium of LEAs, as determined by the State in coordination with representatives from LEAs, subject to paragraph (c)(2)(ii) of this section.</p> <p>(ii) For purposes of paragraph (c) of this section, <i>local educational agency</i> includes a charter school that is an LEA, or a consortium of LEAs.</p> <p>(2)</p> <p>(i) A State must not use any of the funds the State reserves pursuant to paragraph (c)(1)(i) of this section, which are solely</p>		
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<p>for disbursement to LEAs, for costs associated with establishing, supporting, and otherwise administering the fund. The State may use funds the State reserves under paragraph (a) of this section for those administrative costs.</p> <p>(ii) A State must not use more than 5 percent of the funds the State reserves pursuant to paragraph (c)(1)(i) of this section for each fiscal year to support innovative and effective ways of cost sharing among consortia of LEAs.</p> <p>(3)</p> <p>(i) The SEA must develop, not later than 90 days after the State reserves funds under paragraph (c)(1)(i) of this section, annually review, and amend as necessary, a State plan for the high cost fund. Such State plan must—</p> <p>(A) Establish, in consultation and coordination with representatives from LEAs, a definition of a high need child with a disability that, at a minimum—</p> <p>(1) Addresses the financial impact a high need child with a disability has on the budget of the child's LEA; and</p> <p>(2) Ensures that the cost of the high need child with a disability is greater than 3 times the average per pupil expenditure (as defined in section 8101 of the ESEA) in that State;</p> <p>(B) Establish eligibility criteria for the participation of an LEA that, at a minimum, take into account the</p>		
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<p>number and percentage of high need children with disabilities served by an LEA;</p> <p>(C) Establish criteria to ensure that placements supported by the fund are consistent with the requirements of §§ 300.114 through 300.118;</p> <p>(D) Develop a funding mechanism that provides distributions each fiscal year to LEAs that meet the criteria developed by the State under paragraph(c)(3)(i)(B) of this section;</p> <p>(E) Establish an annual schedule by which the SEA must make its distributions from the high cost fund each fiscal year; and</p> <p>(F) If the State elects to reserve funds for supporting innovative and effective ways of cost sharing under paragraph (c)(1)(i)(B) of this section, describe how these funds will be used.</p> <p>(ii) The State must make its final State plan available to the public not less than 30 days before the beginning of the school year, including dissemination of such information on the State Web site.</p> <p>(4)</p> <p>(i) Each SEA must make all annual disbursements from the high cost fund established under paragraph (c)(1)(i) of this section in accordance with the State plan published pursuant to paragraph (c)(3) of this section.</p> <p>(ii) The costs associated with educating a</p>		
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<p>high need child with a disability, as defined under paragraph (c)(3)(i)(A) of this section, are only those costs associated with providing direct special education and related services to the child that are identified in that child's IEP, including the cost of room and board for a residential placement determined necessary, consistent with § 300.114, to implement a child's IEP.</p> <p>(iii) The funds in the high cost fund remain under the control of the State until disbursed to an LEA to support a specific child who qualifies under the State plan for the high cost funds or distributed to LEAs, consistent with paragraph (c)(9) of this section.</p> <p>(5) The disbursements under paragraph (c)(4) of this section must not be used to support legal fees, court costs, or other costs associated with a cause of action brought on behalf of a child with a disability to ensure FAPE for such child.</p> <p>(6) Nothing in paragraph (c) of this section—</p> <p>(i) Limits or conditions the right of a child with a disability who is assisted under Part B of the Act to receive FAPE pursuant to section 612(a)(1) of the Act in the least restrictive environment pursuant to section 612(a)(5) of the Act; or</p> <p>(ii) Authorizes an SEA or LEA to establish a limit on what may be spent on the education of a child with a disability.</p> <p>(7) Notwithstanding the provisions of paragraphs (c)(1) through (6) of this section, a State may use funds reserved pursuant to paragraph (c)(1)(i) of this section for implementing a placement neutral cost sharing and</p>		
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<p>reimbursement program of high need, low incidence, catastrophic, or extraordinary aid to LEAs that provides services to high need children based on eligibility criteria for such programs that were created not later than January 1, 2004, and are currently in operation, if such program serves children that meet the requirement of the definition of a high need child with a disability as described in paragraph (c)(3)(i)(A) of this section.</p> <p>(8) Disbursements provided under paragraph (c) of this section must not be used to pay costs that otherwise would be reimbursed as medical assistance for a child with a disability under the State Medicaid program under Title XIX of the Social Security Act.</p> <p>(9) Funds reserved under paragraph (c)(1)(i) of this section from the appropriation for any fiscal year, but not expended pursuant to paragraph (c)(4) of this section before the beginning of their last year of availability for obligation, must be allocated to LEAs in the same manner as other funds from the appropriation for that fiscal year are allocated to LEAs under § 300.705 during their final year of availability.</p> <p>(d) <i>Inapplicability of certain prohibitions.</i> A State may use funds the State reserves under paragraphs (a) and (b) of this section without regard to—</p> <p>(1) The prohibition on commingling of funds in §300.162(b).</p> <p>(2) The prohibition on supplanting other funds in §300.162(c).</p> <p>(e) <i>Special rule for increasing funds.</i> A State may use funds the State reserves under paragraph (a)(1) of this section as a result of inflationary increases under paragraph (a)(2) of this section to carry out activities authorized under paragraph(b)(4)(i), (iii),</p>		
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<p>(vii), or (viii) of this section.</p> <p>(f) <i>Flexibility in using funds for Part C.</i> Any State eligible to receive a grant under section 619 of the Act may use funds made available under paragraph (a)(1) of this section, §300.705(c), or § 300.814(e) to develop and implement a State policy jointly with the lead agency under Part C of the Act and the SEA to provide early intervention services (which must include an educational component that promotes school readiness and incorporates preliteracy, language, and numeracy skills) in accordance with Part C of the Act to children with disabilities who are eligible for services under section 619 of the Act and who previously received services under Part C of the Act until the children enter, or are eligible under State law to enter, kindergarten, or elementary school as appropriate.</p> <p>(Approved by the Office of Management and Budget under control number 1820–0600) (Authority: 20 U.S.C. 1411(e))</p>		
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<p><a href="#">§ 300.705 Subgrants to LEAs.</a></p> <p>(a) <i>Subgrants required.</i> Each State that receives a grant under section 611 of the Act for any fiscal year must distribute any funds the State does not reserve under §300.704 to LEAs (including public charter schools that operate as LEAs) in the State that have established their eligibility under section 613 of the Act for use in accordance with Part B of the Act. Effective with funds that become available on the July 1, 2009, each State must distribute funds to eligible LEAs, including public charter schools that operate as LEAs, even if the LEA is not serving any children with disabilities.</p> <p>(b) <i>Allocations to LEAs</i> For each fiscal year for which funds are allocated to States under § 300.703, each State shall allocate funds as follows:</p>	<p><b>6.31.2.9 NMAC. PUBLIC AGENCY RESPONSIBILITIES:</b></p> <p>I. Reallocation of funds. If a new LEA is created, the base payment portion of IDEA subgrant of the LEA that would have served children with disabilities now being served by the new LEA will be adjusted pursuant to 34 CFR Sec. 300.705(b)(2). IDEA funds to new charter schools that are LEAs will be allocated pursuant to 34 CFR Secs. 76.785through76.799 and 300.705(b). Pursuant to 34 CFR Sec. 300.705(c) if the department determines that a public agency is adequately providing FAPE to all children with disabilities residing in the area served by that public agency with state and local funds, the department may reallocate any portion of the funds under this part that are not needed by that public</p>	
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<p>(1) <i>Base payments.</i> The State first must award each LEA described in paragraph (a) of this section the amount the LEA would have received under section 611 of the Act for fiscal year 1999, if the State had distributed 75 percent of its grant for that year under section 611(d) of the Act, as that section was then in effect.</p> <p>(2) <i>Base payment adjustments</i> For any fiscal year after 1999 —</p> <p>(i) If a new LEA is created, the State must divide the base allocation determined under paragraph (b)(1) of this section for the LEAs that would have been responsible for serving children with disabilities now being served by the new LEA, among the new LEA and affected LEAs based on the relative numbers of children with disabilities ages 3 through 21, or ages 6 through 21 if a State has had its payment reduced under § 300.703(b), currently provided special education by each of the LEAs;</p> <p>(ii) If one or more LEAs are combined into a single new LEA, the State must combine the base allocations of the merged LEAs;</p> <p>(iii) If, for two or more LEAs, geographic boundaries or administrative responsibility for providing services to children with disabilities ages 3 through 21 change, the base allocations of affected LEAs must be redistributed among affected LEAs based on the relative numbers of children with disabilities ages 3 through 21, or ages 6 through 21 if a State has had its payment reduced under § 300.703(b), currently provided special education by each affected LEA; and</p>	<p>agency to provide FAPE to other LEAs in the state that are not adequately providing special education and related services to all children with disabilities residing in the areas served by those other LEAs or the department may also retain those funds for use at the state level as provided by 34 CFR Sec. 300.705(c).</p>	
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<p>(iv) If an LEA received a base payment of zero in its first year of operation, the SEA must adjust the base payment for the first fiscal year after the first annual child count in which the LEA reports that it is serving any children with disabilities. The State must divide the base allocation determined under paragraph (b)(1) of this section for the LEAs that would have been responsible for serving children with disabilities now being served by the LEA, among the LEA and affected LEAs based on the relative numbers of children with disabilities ages 3 through 21, or ages 6 through 21 currently provided special education by each of the LEAs. This requirement takes effect with funds that become available on July 1, 2009.</p> <p>(3) Allocation of remaining funds. After making allocations under paragraph (b)(1) of this section, as adjusted by paragraph (b)(2) of this section, the State must —</p> <p>(i) Allocate 85 percent of any remaining funds to those LEAs on the basis of the relative numbers of children enrolled in public and private elementary schools and secondary schools within the LEA ' s jurisdiction; and</p> <p>(ii) Allocate 15 percent of those remaining funds to those LEAs in accordance with their relative numbers of children living in poverty, as determined by the SEA.</p> <p>(c) Reallocation of LEA funds.</p> <p>(1) If an SEA determines that an LEA is adequately providing FAPE to all children with disabilities residing in the area served by that agency with State and local funds, the</p>		
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<p>SEA may reallocate any portion of the funds under this part that are not needed by that LEA to provide FAPE, to other LEAs in the State that are not adequately providing special education and related services to all children with disabilities residing in the areas served by those other LEAs. The SEA may also retain those funds for use at the State level to the extent the State has not reserved the maximum amount of funds it is permitted to reserve for State-level activities pursuant to §300.704.</p> <p>(2) After an SEA distributes funds under this part to an eligible LEA that is not serving any children with disabilities, as provided in paragraph (a) of this section, the SEA must determine, within a reasonable period of time prior to the end of the carryover period in 34 CFR 76.709, whether the LEA has obligated the funds. The SEA may reallocate any of those funds not obligated by the LEA to other LEAs in the State that are not adequately providing special education and related services to all children with disabilities residing in the areas served by those other LEAs. The SEA may also retain those funds for use at the State level to the extent the State has not reserved the maximum amount of funds it is permitted to reserve for State-level activities pursuant to §300.704.</p> <p>(Approved by the Office of Management and Budget under control number 1820-0030) (Authority: 20 U.S.C. 1411(f))</p>		
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<p><a href="#">§ 300.706 [Reserved]</a></p>		
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<p><a href="#">Secretary of the Interior</a></p>
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<a href="#">§ 300.707 Use of amounts by Secretary of the Interior.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.708 Submission of information.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.709 Public participation.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.710 Use of funds under Part B of the Act.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.711 Early intervening services.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.712 Payments for education and services for Indian children with disabilities aged three through five.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.713 Plan for coordination of services.</a> [Text omitted from these procedures.]		

<p><a href="#">§ 300.714 Establishment of advisory board.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">§ 300.715 Annual reports.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">§ 300.716 Applicable regulations.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">Definitions that Apply to this Subpart</a></p>		
<p><a href="#">§ 300.717 Definitions applicable to allotments, grants, and use of funds.</a> [Text omitted from these procedures.]</p>		
<p><a href="#">Acquisition of Equipment and Construction or Alteration of Facilities</a></p>		
<p><a href="#">§ 300.718 Acquisition of equipment and construction or alteration of facilities.</a></p>		
<p>(a) <i>General.</i> If the Secretary determines that a program authorized under Part B of the Act will be improved by permitting program funds to be used to acquire appropriate equipment, or to construct new facilities or alter existing facilities, the Secretary may allow the use of those funds for those purposes.</p> <p>(b) <i>Compliance with certain regulations.</i> Any construction of new facilities or alteration of existing facilities under paragraph (a) of this section</p>		

<p>must comply with the requirements of—</p> <p>(1) Appendix A of part 36 of title 28, Code of Federal Regulations (commonly known as the “Americans with Disabilities Accessibility Standards for Buildings and Facilities”); or</p> <p>(2) Appendix A of subpart 101–19.6 of title 41, Code of Federal Regulations (commonly known as the “Uniform Federal Accessibility Standards”).</p> <p>(Authority: 20 U.S.C. 1404)</p>		
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<a href="#">Subpart H—Preschool Grants for Children with Disabilities</a>		
<p><a href="#">§ 300.800 In general.</a> [Text omitted from these procedures.]</p>		

<p><a href="#">§ 300.801–300.802 [Reserved]</a> [Text omitted from these procedures.]</p>		
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<p><a href="#">§ 300.803 Definition of State.</a> [Text omitted from these procedures.]</p>		
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<p><a href="#">§ 300.804 Eligibility.</a> [Text omitted from these procedures.]</p>		
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<a href="#">§ 300.805 [Reserved]</a> [Text omitted from these procedures.]		
<a href="#">§ 300.806 Eligibility for financial assistance.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.807 Allocations to States.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.808 Increase in funds.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.809 Limitations.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.810 Decrease in funds.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.811 [Reserved]</a> [Text omitted from these procedures.]		

<a href="#">§ 300.812 Reservation for State activities.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.813 State administration.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.814 Other State-level activities.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.815 Subgrants to LEAs.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.816 Allocations to LEAs.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.817 Reallocation of LEA funds.</a> [Text omitted from these procedures.]		
<a href="#">§ 300.818 Part C of the Act inapplicable.</a> [Text omitted from these procedures.]		



## Index

- 6.12.10.8 NMAC. *See* § 300.530  
6.12.10.8(B) NMAC. *See* § 300.530  
6.12.10.8 (B)(1) NMAC. *See* § 300.530  
6.12.10.8 (B)(2) NMAC. *See* § 300.530  
6.12.10.8(B)(3) NMAC. *See* § 300.530  
6.12.10.11 NMAC. *See* § 300.530  
6.12.10.11(A) NMAC. *See* § 300.530  
6.12.10.11(B) NMAC. *See* § 300.530  
6.12.10.11(C) NMAC. *See* § 300.530  
6.11.2.10 (E) NMAC. *See* §300.324  
6.11.2.10 (E)(1) NMAC. *See* §300.324  
6.11.2.10 (E)(1)(a) NMAC. *See* §300.324  
6.11.2.10 (E)(1)(b) NMAC. *See* §300.324  
6.11.2.10 (E)(1)(c) NMAC. *See* §300.324  
6.11.2.10 (E)(1)(d) NMAC. *See* §300.324  
6.11.2.10 (E)(5) NMAC. *See* §300.324  
6.11.2.10 (E)(5)(a) NMAC. *See* §300.324  
6.11.2.10 (E)(5)(b) NMAC. *See* §300.324  
6.11.2.10 (E)(5)(c) NMAC. *See* §300.324  
6.11.2.10 (E)(5)(d) NMAC. *See* §300.324  
6.11.2.10 (E)(6) NMAC. *See* §300.324  
6.11.2.10 (E)(6)(a) NMAC. *See* §300.324  
6.11.2.10 (E)(6)(b) NMAC. *See* §300.324  
6.11.2.10 (G) NMAC. *See* § 300.530  
6.11.2.10 (I) NMAC. *See* § 300.535, *See* § 300.534, *See* § 300.530  
6.11.2.10 (I)(1) NMAC. *See* § 300.530  
6.11.2.10 (I)(2) NMAC. *See* § 300.530  
6.11.2.10 (I)(3) NMAC. *See* § 300.530  
6.11.2.10 (I)(4) NMAC. *See* § 300.530  
6.11.2.10 (I)(5) NMAC. *See* § 300.534, *See* § 300.530  
6.11.2.10 (I)(6) NMAC. *See* § 300.535  
6.11.2.10 (I)(6)(a) NMAC. *See* § 300.535  
6.11.2.10 (I)(6)(b) NMAC. *See* § 300.535  
6.11.2.10 (I)(6)(b)(i) NMAC. *See* § 300.535  
6.11.2.10 (I)(6)(b)(ii) NMAC. *See* § 300.535  
6.11.2.10 (I)(6)(d) NMAC. *See* § 300.535  
6.11.2.10 NMAC. *See* § 300.535, *See* § 300.534, *See* § 300.530, *See* § 300.324  
6.11.2.11 (A) NMAC. *See* § 300.530  
6.11.2.11 (A)(1) NMAC. *See* § 300.530  
6.11.2.11 (A)(2) NMAC. *See* § 300.530  
6.11.2.11 (B) NMAC. *See* § 300.530  
6.11.2.11 (B)(1) NMAC. *See* § 300.530  
6.11.2.11 (B)(2) NMAC. *See* § 300.530  
6.11.2.11 (B)(2)(a) NMAC. *See* § 300.530  
6.11.2.11 (B)(2)(b) NMAC. *See* § 300.530  
6.11.2.11 (B)(3) NMAC. *See* § 300.530  
6.11.2.11 (C) NMAC. *See* § 300.530  
6.11.2.11 (D) NMAC. *See* § 300.530  
6.11.2.11 (E) NMAC. *See* § 300.530  
6.11.2.11 (F) NMAC. *See* § 300.531  
6.11.2.11 (G) NMAC. *See* § 300.536  
6.11.2.11 (H) NMAC. *See* § 300.530  
6.11.2.11 (I) NMAC. *See* § 300.530  
6.11.2.11 (J) NMAC. *See* § 300.533, *See* § 300.532  
6.11.2.11 (J) NMAC. *See* § 300.532  
6.11.2.11 (J)(1) NMAC. *See* § 300.532  
6.11.2.11 (J)(2) NMAC. *See* § 300.532  
6.11.2.11 (J)(3) NMAC. *See* § 300.533  
6.11.2.11 NMAC. *See* § 300.536, *See* § 300.533, *See* § 300.532, *See* § 300.531, *See* § 300.530  
6.11.2.12 (A) NMAC. *See* § 300.530  
6.11.2.12 (B) NMAC. *See* § 300.530  
6.11.2.12 NMAC. *See* § 300.530  
6.29.1.11 (F) NMAC. *See* § 300.39  
6.29.1.11 (F)(1) NMAC. *See* § 300.39  
6.29.1.11 (F)(2) NMAC. *See* § 300.39  
6.29.1.11 (F)(3) NMAC. *See* § 300.39  
6.29.1.11 (F)(4) NMAC. *See* § 300.39  
6.29.1.11 (F)(5) NMAC. *See* § 300.39  
6.29.1.11 (F)(6) NMAC. *See* § 300.39  
6.29.1.7 (A) NMAC. *See* § 300.320  
6.29.1.7 (L) NMAC. *See* § 300.39  
6.29.1.7 (X) NMAC. *See* § 300.22  
6.29.1.7 (Z)) NMAC. *See* § 300.28  
6.29.1.7 (AC) NMAC. *See* § 300.503  
6.29.1.7 (AG) NMAC. *See* § 300.320  
6.29.1.7 (AK) NMAC. *See* § 300.43  
6.29.1.7 (H) NMAC. *See* § 300.320  
6.29.1.7 (I) NMAC. *See* § 300.39  
6.29.1.7 (R) NMAC *See* § 300.17  
6.29.1.7 (AI) NMAC  
6.29.1.7 (AA) NMAC *See* § 300.111  
6.29.1.9 (E) NMAC. *See* § 300.111  
6.29.1.9 (E)(1) NMAC. *See* § 300.111  
6.29.1.9 (E)(2) NMAC. *See* § 300.111  
6.29.1.9 (E)(3) NMAC. *See* § 300.111  
6.29.1.9 (E)(4) NMAC. *See* § 300.111  
6.29.1.9 (H) NMAC. *See* § 300.39  
6.29.1.9 (H)(5) NMAC. *See* § 300.39  
6.29.1.9 (I) NMAC. *See* § 300.39  
6.29.1.9 (I)(1) NMAC. *See* § 300.39  
6.29.1.9 (I)(2) NMAC. *See* § 300.39  
6.29.1.9 (I)(3) NMAC. *See* § 300.39  
6.29.1.9 (I)(4) NMAC. *See* § 300.39  
6.29.1.9 (I)(5) NMAC. *See* § 300.39  
6.29.1.9 (I)(6) NMAC. *See* § 300.39  
6.29.1.9 (I)(7) NMAC. *See* § 300.39  
6.29.1.9 (I)(8) NMAC. *See* § 300.39  
6.29.1.9 (J) NMAC. *See* § 300.116  
6.29.1.9 (J)(3) NMAC. *See* § 300.116  
6.29.1.9 (J)(3)(a) NMAC. *See* § 300.116  
6.29.1.9 (J)(3)(b) NMAC. *See* § 300.116  
6.29.1.9 (J)(3)(c) NMAC. *See* § 300.116

## Federal Regulations

6.29.1.9 (K) NMAC. *See* § 300.503, *See* § 300.321, *See* § 300.320, *See* § 300.108, *See* § 300.102

6.29.1.9 (K)(12) NMAC. *See* § 300.108

6.29.1.9 (K)(13) NMAC. *See* § 300.503, *See* § 300.321, *See* § 300.320, *See* § 300.102

6.29.1.9 (K)(13)(a) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(b) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(b)(i) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(b)(ii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(b)(iii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(c) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(d) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(e) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(f) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(g) NMAC. *See* § 300.503, *See* § 300.320, *See* § 300.160

6.29.1.9 (K)(13)(h) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(h)(i) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(h)(ii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(h)(iii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(i) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(i)(i) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(i)(ii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(i)(iii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(i)(iv) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(i)(v) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(i)(vi) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(j) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(k) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(l) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(l)(i) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(l)(ii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(l)(iii) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(m) NMAC. *See* § 300.320

6.29.1.9 (K)(13)(n) NMAC. *See* § 300.321, *See* § 300.320

## New Mexico Rules

6.29.1.9 (K)(13)(o) NMAC. *See* § 300.320, *See* § 300.102

6.29.1.9 (K)(13)(p) NMAC. *See* § 300.320, *See* § 300.102

6.29.1.9 (K)(13)(q) NMAC. *See* § 300.320, *See* § 300.102

6.29.1.9 (M) NMAC. *See* § 300.160

6.29.1.9 (M)(2) NMAC. *See* § 300.160

6.29.1.9 (M)(2)(b) NMAC. *See* § 300.160

6.29.1.9 NMAC. *See* § 300.111

6.29.1.7 (X) NMAC. *See* § 300.22

6.29.1.7 (Z) NMAC. *See* § 300.28

6.29.1.7 (AI) NMAC. *See* § 300.34

6.30.17.8 NMAC. *See* § 300.111

6.30.17.9 (A)NMAC. *See* § 300.111

6.30.17.9 (B)NMAC. *See* § 300.111

6.30.17.9 (C)NMAC. *See* § 300.111

6.30.17.9 (D)NMAC. *See* § 300.111

6.30.17.9 (E)NMAC. *See* § 300.111

6.30.17.9 (F)NMAC. *See* § 300.111

6.31.2.10 (A) NMAC. *See* § 300.111

6.31.2.10 (B) NMAC. *See* § 300.309, *See* § 300.111

6.31.2.10 (C) NMAC. *See* § 300.311, *See* § 300.111

6.31.2.10 (C)(1) NMAC. *See* § 300.311, *See* § 300.111

6.31.2.10 (C)(1)(d) NMAC. *See* § 300.111

6.31.2.10 (D) NMAC. *See* § 300.502, *See* § 300.306, *See* § 300.305, *See* § 300.304, *See* § 300.303, *See* § 300.301

6.31.2.10 (D)(1) NMAC. *See* § 300.306, *See* § 300.301

6.31.2.10 (D)(1)(a) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(b) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(c) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(c)(i) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(c)(ii) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(c)(ii)(1) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(c)(ii)(2) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(c)(iii) NMAC. *See* § 300.301

## Procedures

6.31.2.10 (D)(1)(c)(iv) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(d) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(d)(i) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(d)(ii) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(e) NMAC. *See* § 300.301

6.31.2.10 (D)(1)(f) NMAC. *See* § 300.306

6.31.2.10 (D)(2) NMAC. *See* § 300.502, *See* § 300.306, *See* § 300.305, *See* § 300.304, *See* § 300.303

6.31.2.10 (D)(2)(a) NMAC. *See* § 300.303

6.31.2.10 (D)(2)(b) NMAC. *See* § 300.303

6.31.2.10 (D)(2)(b)(i) NMAC. *See* § 300.303

6.31.2.10 (D)(2)(b)(ii) NMAC. *See* § 300.303

6.31.2.10 (D)(2)(c) NMAC. *See* § 300.303

6.31.2.10 (D)(2)(d) NMAC. *See* § 300.305, *See* § 300.304

6.31.2.10 (D)(2)(d)(i) NMAC. *See* § 300.304

6.31.2.10 (D)(2)(d)(ii) NMAC. *See* § 300.305

6.31.2.10 (D)(2)(d)(iii) NMAC. *See* § 300.305

6.31.2.10 (D)(2)(d)(iv) NMAC. *See* § 300.304

6.31.2.10 (D)(2)(e) NMAC. *See* § 300.306

6.31.2.10 (D)(f) NMAC. *See* § 300.502

6.31.2.10 (E) NMAC. *See* § 300.306, *See* § 300.304

6.31.2.10 (E)(1) NMAC. *See* § 300.304

6.31.2.10 (E)(2) NMAC. *See* § 300.304

6.31.2.10 (E)(3) NMAC. *See* § 300.306, *See* § 300.304

6.31.2.10 (E)(4) NMAC. *See* § 300.304

6.31.2.10 (E)(5) NMAC. *See* § 300.304

6.31.2.10 (E)(5)(a) NMAC. *See* § 300.304

6.31.2.10 (E)(5)(b) NMAC. *See* § 300.304

6.31.2.10 (E)(6) NMAC. *See* § 300.304

6.31.2.10 (F) NMAC. *See* § 300.306, *See* § 300.303, *See* § 300.301

6.31.2.10 (F)(1) NMAC. *See* § 300.306

6.31.2.10 (F)(1)(a) NMAC. *See* § 300.306

6.31.2.10 (F)(1)(b) NMAC. *See* § 300.306

6.31.2.10 (F)(2) NMAC. *See* § 300.303, *See* § 300.301

6.31.2.10 (F)(2)(a) NMAC. *See* § 300.301

## Federal Regulations

## New Mexico Rules

## Procedures

6.31.2.10 (F)(2)(b) NMAC. *See* § 300.303  
 6.31.2.11 (A) NMAC. *See* § 300.323, *See* § 300.321,  
*See* § 300.305, *See* § 300.124, *See* § 300.101  
 6.31.2.11 (A)(1) NMAC. *See* § 300.323, *See* § 300.124,  
*See* § 300.101  
 6.31.2.11 (A)(2) NMAC. *See* § 300.124, *See* § 300.101  
 6.31.2.11 (A)(3) NMAC. *See* § 300.124, *See* § 300.101  
 6.31.2.11 (A)(3)(a) NMAC. *See* § 300.124, *See* §  
 300.101  
 6.31.2.11 (A)(3)(b) NMAC. *See* § 300.124, *See* §  
 300.101  
 6.31.2.11 (A)(3)(c) NMAC. *See* § 300.124, *See* §  
 300.101  
 6.31.2.11 (A)(4) NMAC. *See* § 300.124  
 6.31.2.11 (A)(5) NMAC. *See* § 300.323, *See* § 300.321,  
*See* § 300.305, *See* § 300.124, *See* § 300.101  
 6.31.2.11 (A)(5)(a) NMAC. *See* § 300.124  
 6.31.2.11 (A)(5)(b) NMAC. *See* § 300.124  
 6.31.2.11 (A)(5)(c) NMAC. *See* § 300.124  
 6.31.2.11 (A)(5)(d) NMAC. *See* § 300.124  
 6.31.2.11 (A)(5)(e) NMAC. *See* § 300.124  
 6.31.2.11 (A)(5)(f) NMAC. *See* § 300.305, *See* §  
 300.124  
 6.31.2.11 (A)(5)(g) NMAC. *See* § 300.323, *See* §  
 300.321, *See* § 300.124  
 6.31.2.11 (A)(5)(g)(i) NMAC. *See* § 300.323, *See* §  
 300.321, *See* § 300.124  
 6.31.2.11 (A)(5)(g)(ii) NMAC. *See* § 300.323, *See* §  
 300.321, *See* § 300.124  
 6.31.2.11 (A)(5)(h) NMAC. *See* § 300.124, *See* §  
 300.101  
 6.31.2.11 (A)(5)(i) NMAC. *See* § 300.124  
 6.31.2.11 (B) NMAC. *See* § 300.503, *See* § 300.324, *See*  
 § 300.322, *See* § 300.321, *See* § 300.320  
 6.31.2.11 (B)(1) NMAC. *See* § 300.320  
 6.31.2.11(B)(2) NMAC, *See* § 300.322  
 6.31.2.11 (B)(3) NMAC. *See* § 300.503, *See* § 300.324,  
*See* § 300.321

6.31.2.11 (B)(4) NMAC. *See* § 300.324  
 6.31.2.11 (B)(4)(a) NMAC. *See* § 300.324  
 6.31.2.11 (B)(4)(b) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(a) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(b) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(c) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(d) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(d)(i) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(d)(ii) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(e) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(f) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(f)(i) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(f)(ii) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(f)(iii) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(g) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(g)(i) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(g)(ii) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(g)(iii) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(h) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(i) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(j) NMAC. *See* § 300.324  
 6.31.2.11 (B)(5)(k) NMAC. *See* § 300.324  
 6.31.2.11 (B)(6) NMAC. *See* § 300.324  
 6.31.2.11 (C) NMAC. *See* § 300.114  
 6.31.2.11 (C)(1) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(a) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(b) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(c) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(d) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(e) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(f) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(g) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(h) NMAC. *See* § 300.114  
 6.31.2.11 (C)(2)(i) NMAC. *See* § 300.114  
 6.31.2.11 (D) NMAC. *See* § 300.157

6.31.2.11 (D)(1) NMAC. *See* § 300.157  
 6.31.2.11 (D)(2) NMAC. *See* § 300.157  
 6.31.2.11 (D)(2)(a) NMAC. *See* § 300.157  
 6.31.2.11 (D)(2)(b) NMAC. *See* § 300.157  
 6.31.2.11 (D)(3) NMAC. *See* § 300.157  
 6.31.2.11 (E) NMAC. *See* § 300.320, *See* § 300.157  
 6.31.2.11 (E)(1) NMAC. *See* § 300.320, *See* § 300.157  
 6.31.2.11 (E)(2) NMAC. *See* § 300.320, *See* § 300.157  
 6.31.2.11 (E)(3) NMAC. *See* § 300.320, *See* § 300.157  
 6.31.2.11 (F) NMAC. *See* § 300.530, *See* § 300.324, *See*  
 § 300.170  
 6.31.2.11 (F)(1) NMAC. *See* § 300.530, *See* § 300.324  
 6.31.2.11 (F)(2) NMAC. *See* § 300.530  
 6.31.2.11 (F)(3) NMAC. *See* § 300.530  
 6.31.2.11 (F)(4) NMAC. *See* § 300.530, *See* § 300.170  
 6.31.2.11 (G) NMAC. *See* § 300.320, *See* § 300.305,  
*See* § 300.102  
 6.31.2.11 (G)(1) NMAC. *See* § 300.320  
 6.31.2.11 (G)(1)(a) NMAC. *See* § 300.320  
 6.31.2.11 (G)(1)(b) NMAC. *See* § 300.320  
 6.31.2.11 (G)(1)(c) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(a) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(b) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(c) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(c)(i) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(c)(ii) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(c)(iii) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(c)(iv) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(c)(v) NMAC. *See* § 300.320  
 6.31.2.11 (G)(2)(d) NMAC. *See* § 300.320  
 6.31.2.11 (G)(3) NMAC. *See* § 300.320  
 6.31.2.11 (G)(3)(a) NMAC. *See* § 300.320  
 6.31.2.11 (G)(3)(b) NMAC. *See* § 300.320  
 6.31.2.11 (G)(3)(c) NMAC. *See* § 300.320  
 6.31.2.11 (G)(4) NMAC. *See* § 300.320  
 6.31.2.11 (G)(5) NMAC. *See* § 300.305

6.31.2.11 (G)(6) NMAC. *See* § 300.102  
 6.31.2.11 (H) NMAC. *See* § 300.323  
 6.31.2.11 (H)(1) NMAC. *See* § 300.323  
 6.31.2.11 (H)(1)(a) NMAC. *See* § 300.323  
 6.31.2.11 (H)(1)(b) NMAC. *See* § 300.323  
 6.31.2.11 (H)(2) NMAC. *See* § 300.323  
 6.31.2.11 (H)(2)(a) NMAC. *See* § 300.323  
 6.31.2.11 (H)(2)(b) NMAC. *See* § 300.323  
 6.31.2.11 (H)(3) NMAC. *See* § 300.323  
 6.31.2.11 (H)(3)(a) NMAC. *See* § 300.323  
 6.31.2.11 (H)(3)(b) NMAC. *See* § 300.323  
 6.31.2.11 (I) NMAC. *See* § 300.209  
 6.31.2.11 (I)(1) NMAC. *See* § 300.209  
 6.31.2.11 (I)(2) NMAC. *See* § 300.209  
 6.31.2.11 (I)(2)(a) NMAC. *See* § 300.209  
 6.31.2.11 (I)(2)(b) NMAC. *See* § 300.209  
 6.31.2.11 (I)(2)(c) NMAC. *See* § 300.209  
 6.31.2.11 (I)(2)(c)(i) NMAC. *See* § 300.209  
 6.31.2.11 (I)(2)(c)(ii) NMAC. *See* § 300.209  
 6.31.2.11 (I)(3) NMAC. *See* § 300.209  
 6.31.2.11 (I)(4) NMAC. *See* § 300.209  
 6.31.2.11 (I)(4)(a) NMAC. *See* § 300.209  
 6.31.2.11 (I)(4)(b) NMAC. *See* § 300.209  
 6.31.2.11 (J) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(a) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(b) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(b)(i) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(b)(ii) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(b)(iii) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(c) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(d) NMAC. *See* § 300.2  
 6.31.2.11 (J)(1)(e) NMAC. *See* § 300.2  
 6.31.2.11 (J)(2) NMAC. *See* § 300.2  
 6.31.2.11 (K) NMAC, *See* § 300.2  
 6.31.2.11 (K)(1) NMAC, *See* § 300.2  
 6.31.2.11 (K)(2) NMAC, *See* § 300.2  
 6.31.2.11 (K)(3) NMAC, *See* § 300.2

6.31.2.11 (K)(4) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(a) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(b) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(c) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(d) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(d)(i) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(d)(ii) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(e) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(f) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(f)(i) NMAC, *See* § 300.2  
 6.31.2.11 (K)(4)(f)(ii) NMAC, *See* § 300.2  
 6.31.2.11 (L) NMAC, *See* § 300.2  
 6.31.2.11 (L)(1) NMAC, *See* § 300.2  
 6.31.2.11 (L)(2) NMAC, *See* § 300.2  
 6.31.2.11 (L)(3) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(a) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(b) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(c) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(d) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(d)(i) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(d)(ii) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(e) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(f) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(f)(i) NMAC, *See* § 300.2  
 6.31.2.11 (L)(4)(f)(ii) NMAC, *See* § 300.2  
 6.31.2.11 (M) NMAC. *See* § 300.519, *See* § 300.324,  
*See* § 300.323, *See* § 300.111, *See* § 300.2  
 6.31.2.11 (M)(1) NMAC. *See* § 300.2  
 6.31.2.11 (M)(2) NMAC. *See* § 300.323  
 6.31.2.11 (M)(2)(a) NMAC. *See* § 300.323  
 6.31.2.11 (M)(2)(b) NMAC. *See* § 300.323  
 6.31.2.11 (M)(3) NMAC. *See* § 300.323  
 6.31.2.11 (M)(4) NMAC. *See* § 300.324  
 6.31.2.11 (M)(5) NMAC. *See* § 300.2  
 6.31.2.11 (M)(6) NMAC. *See* § 300.2  
 6.31.2.11 (M)(7) NMAC. *See* § 300.519  
 6.31.2.11 (M)(8) NMAC. *See* § 300.519  
 6.31.2.11 (M)(9) NMAC. *See* § 300.111  
 6.31.2.11 (N) NMAC. *See* § 300.148, *See* § 300.146,  
*See* § 300.140, *See* § 300.139, *See* § 300.137, *See* §

300.137, *See* § 300.136, *See* § 300.134, *See* §  
 300.133, *See* § 300.132, *See* § 300.130, *See* §  
 300.111, *See* § 300.2  
 6.31.2.11 (N)(1) NMAC. *See* § 300.140, *See* § 300.139,  
*See* § 300.137, *See* § 300.137, *See* § 300.136, *See* §  
 300.134, *See* § 300.133, *See* § 300.132, *See* §  
 300.131, *See* § 300.130  
 6.31.2.11 (N)(1)(a) NMAC. *See* § 300.130  
 6.31.2.11 (N)(1)(b) NMAC. *See* § 300.130  
 6.31.2.11 (N)(1)(c) NMAC. *See* § 300.131  
 6.31.2.11 (N)(1)(d) NMAC. *See* § 300.139, *See* §  
 300.137, *See* § 300.137, *See* § 300.132  
 6.31.2.11 (N)(1)(e) NMAC. *See* § 300.133, *See* §  
 300.132  
 6.31.2.11 (N)(1)(f) NMAC. *See* § 300.137  
 6.31.2.11 (N)(1)(g) NMAC. *See* § 300.136, *See* §  
 300.134  
 6.31.2.11 (N)(1)(h) NMAC. *See* § 300.140  
 6.31.2.11 (N)(2) NMAC. *See* § 300.146  
 6.31.2.11 (N)(3) NMAC. *See* § 300.146  
 6.31.2.11 (N)(4) NMAC. *See* § 300.146  
 6.31.2.11 (N)(5) NMAC. *See* § 300.148  
 6.31.2.11 (N)(6) NMAC. *See* § 300.146, *See* § 300.2  
 6.31.2.11 (N)(6)(a) NMAC. *See* § 300.146, *See* § 300.2  
 6.31.2.11 (N)(6)(b) NMAC. *See* § 300.146, *See* § 300.2  
 6.31.2.11 (N)(6)(c) NMAC. *See* § 300.146, *See* § 300.2  
 6.31.2.11 (N)(7) NMAC. *See* § 300.132  
 6.31.2.11 (N)(8) NMAC. *See* § 300.111  
 6.31.2.11 NMAC. *See* § 300.530  
 6.31.2.12 (A) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.12 (A)(1) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.12 (A)(2) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.12 (A)(2)(a) NMAC. *See* Educational Services  
 for Gifted Children

## Federal Regulations

6.31.2.12 (A)(2)(b) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (A)(3) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (B) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (C) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (C)(1) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (C)(2) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (C)(3) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D)(1) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D)(1)(a) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D)(1)(b) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D)(1)(c) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D)(1)(d) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D)(2) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (D)(3) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(1) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(2) NMAC. *See* Educational Services for Gifted Children

## New Mexico Rules

6.31.2.12 (E)(3) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(3)(a) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(3)(b) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(3)(c) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(3)(d) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(3)(e) NMAC. *See* Educational Services for Gifted Children

6.31.2.12 (E)(4) NMAC. *See* Educational Services for Gifted Children

6.31.2.13 (A) NMAC. *See* § 300.500

6.31.2.13 (B) NMAC. *See* § 300.613, *See* § 300.501

6.31.2.13 (C) NMAC. *See* § 300.501, *See* § 300.322

6.31.2.13 (D) NMAC. *See* § 300.504, *See* § 300.503, *See* § 300.501, *See* § 300.322

6.31.2.13 (D)(1) NMAC. *See* § 300.501, *See* § 300.322

6.31.2.13 (D)(2) NMAC. *See* § 300.503

6.31.2.13 (D)(3) NMAC. *See* § 300.504

6.31.2.13 (E) NMAC. *See* § 300.504, *See* § 300.503, *See* § 300.322, *See* § 300.9

6.31.2.13 (F) NMAC. *See* § 300.503, *See* § 300.300

6.31.2.13 (F)(1) NMAC. *See* § 300.300

6.31.2.13 (F)(1)(a) NMAC. *See* § 300.300

6.31.2.13 (F)(1)(b) NMAC. *See* § 300.300

6.31.2.13 (F)(2) NMAC. *See* § 300.300

6.31.2.13 (F)(2)(a) NMAC. *See* § 300.300

6.31.2.13 (F)(2)(b) NMAC. *See* § 300.300

6.31.2.13 (F)(3) NMAC. *See* § 300.300

6.31.2.13 (F)(4) NMAC. *See* § 300.300

6.31.2.13 (F)(5) NMAC. *See* § 300.300

6.31.2.13 (F)(6) NMAC. *See* § 300.503, *See* § 300.300

6.31.2.13 (G) NMAC. *See* Conflict Resolution at the Lowest Possible Level

## Procedures

6.31.2.13 (G)(1) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(a) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(b) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(b)(i) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(b)(ii) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(b)(iii) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(b)(iv) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(b)(v) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(c) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(c)(i) NMAC. *See* Conflict Resolution at the Lowest Possible Level, *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (G)(2)(d) NMAC. *See* Conflict Resolution at the Lowest Possible Level

6.31.2.13 (H) NMAC. *See* § 300.153, *See* § 300.152, *See* § 300.151

6.31.2.13 (H)(1)(b) NMAC. *See* § 300.151

6.31.2.13 (H)(2) NMAC. *See* § 300.153

6.31.2.13 (H)(2)(a) NMAC. *See* § 300.153

6.31.2.13 (H)(2)(b) NMAC. *See* § 300.153

6.31.2.13 (H)(2)(c) NMAC. *See* § 300.153

6.31.2.13 (H)(2)(d) NMAC. *See* § 300.153

6.31.2.13 (H)(3) NMAC. *See* § 300.152

6.31.2.13 (H)(3)(a) NMAC. *See* § 300.152

6.31.2.13 (H)(3)(b) NMAC. *See* § 300.152

6.31.2.13 (H)(3)(b)(i) NMAC. *See* § 300.152

## Federal Regulations

## New Mexico Rules

## Procedures

- 6.31.2.13 (H)(3)(b)(ii) NMAC. *See* § 300.152
- 6.31.2.13 (H)(3)(b)(iii) NMAC. *See* § 300.152
- 6.31.2.13 (H)(3)(b)(iv) NMAC. *See* § 300.152, *See* § 300.152
- 6.31.2.13 (H)(3)(b)(vi) NMAC. *See* § 300.152
- 6.31.2.13 (H)(4) NMAC. *See* § 300.152
- 6.31.2.13 (H)(4)(a) NMAC. *See* § 300.152
- 6.31.2.13 (H)(4)(b) NMAC. *See* § 300.152
- 6.31.2.13 (H)(4)(c) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5)(a) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5)(a)(i) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5)(a)(ii) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5)(a)(iii) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5)(a)(iv) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5)(b) NMAC. *See* § 300.152
- 6.31.2.13 (H)(5)(c) NMAC. *See* § 300.152
- 6.31.2.13 (H)(6) NMAC. *See* § 300.152
- 6.31.2.13 (H)(6)(a) NMAC. *See* § 300.152
- 6.31.2.13 (H)(6)(b) NMAC. *See* § 300.152
- 6.31.2.13 (H)(7) NMAC. *See* § 300.152
- 6.31.2.13 (H)(8) NMAC. *See* § 300.152
- 6.31.2.13 (I) NMAC. *See* § 300.532, *See* § 300.518, *See* § 300.517, *See* § 300.516, *See* § 300.515, *See* § 300.514, *See* § 300.513, *See* § 300.512, *See* § 300.511, *See* Due Process Prehearing Procedures, *See* § 300.510, *See* § 300.508, *See* § 300.507, *See* Due Process Hearings in General
- 6.31.2.13 (I)(1) NMAC. *See* Due Process Hearings in General
- 6.31.2.13 (I)(1)(a) NMAC. *See* Due Process Hearings in General
- 6.31.2.13 (I)(1)(b) NMAC. *See* Due Process Hearings in General
- 6.31.2.13 (I)(9) NMAC. *See* § 300.511, *See* § 300.511
- 6.31.2.13 (I)(9)(a) NMAC. *See* § 300.511
- 6.31.2.13 (I)(9)(b) NMAC. *See* § 300.511
- 6.31.2.13 (I)(9)(c) NMAC. *See* § 300.511
- 6.31.2.13 (I)(9)(d) NMAC. *See* § 300.511
- 6.31.2.13 (I)(9)(e) NMAC. *See* § 300.511
- 6.31.2.13 (I)(9)(f) NMAC. *See* § 300.511
- 6.31.2.13 (I)(10) NMAC. *See* § 300.507
- 6.31.2.13 (I)(11) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(a) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(b) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(c) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(d) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(e) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(f) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(g) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(h) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(i) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(j) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(k) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(l) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(11)(m) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(12) NMAC. *See* § 300.515
- 6.31.2.13 (I)(13) NMAC. *See* Due Process Prehearing Procedures
- 6.31.2.13 (I)(14) NMAC. *See* § 300.512
- 6.31.2.13 (I)(14)(a) NMAC. *See* § 300.512
- 6.31.2.13 (I)(14)(b) NMAC. *See* § 300.512
- 6.31.2.13 (I)(14)(c) NMAC. *See* § 300.512
- 6.31.2.13 (I)(14)(d) NMAC. *See* § 300.512
- 6.31.2.13 (I)(14)(e) NMAC. *See* § 300.512
- 6.31.2.13 (I)(15) NMAC. *See* § 300.512
- 6.31.2.13 (I)(15)(a) NMAC. *See* § 300.512
- 6.31.2.13 (I)(15)(b) NMAC. *See* § 300.512
- 6.31.2.13 (I)(16) NMAC. *See* § 300.512
- 6.31.2.13 (I)(17)(a) NMAC. *See* § 300.511
- 6.31.2.13 (I)(17)(b) NMAC. *See* § 300.511
- 6.31.2.13 (I)(17)(c) NMAC. *See* § 300.511
- 6.31.2.13 (I)(17)(c)(i) NMAC. *See* § 300.511
- 6.31.2.13 (I)(17)(c)(ii) NMAC. *See* § 300.511
- 6.31.2.13 (I)(18) NMAC. *See* § 300.532
- 6.31.2.13 (I)(18)(a) NMAC. *See* § 300.532
- 6.31.2.13 (I)(18)(b) NMAC. *See* § 300.532
- 6.31.2.13 (I)(18)(c) NMAC. *See* § 300.532
- 6.31.2.13 (I)(18)(d) NMAC. *See* § 300.532
- 6.31.2.13 (I)(18)(e) NMAC. *See* § 300.532
- 6.31.2.13 (I)(18)(f) NMAC. *See* § 300.532
- 6.31.2.13 (I)(19) NMAC. *See* § 300.513
- 6.31.2.13 (I)(19)(a) NMAC. *See* § 300.513
- 6.31.2.13 (I)(19)(b) NMAC. *See* § 300.513
- 6.31.2.13 (I)(19)(b)(i) NMAC. *See* § 300.513
- 6.31.2.13 (I)(19)(b)(ii) NMAC. *See* § 300.513
- 6.31.2.13 (I)(19)(b)(iii) NMAC. *See* § 300.513
- 6.31.2.13 (I)(19)(c) NMAC. *See* § 300.513
- 6.31.2.13 (I)(20) NMAC. *See* Due Process Hearings in General
- 6.31.2.13 (I)(21) NMAC. *See* § 300.514
- 6.31.2.13 (I)(22) NMAC. *See* § 300.511
- 6.31.2.13 (I)(23) NMAC. *See* § 300.516
- 6.31.2.13 (I)(23)(a) NMAC. *See* § 300.516
- 6.31.2.13 (I)(23)(b) NMAC. *See* § 300.516
- 6.31.2.13 (I)(24) NMAC. *See* § 300.517
- 6.31.2.13 (I)(24)(a) NMAC. *See* § 300.517

## Federal Regulations

## New Mexico Rules

## Procedures

6.31.2.13 (I)(24)(a)(i) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(a)(ii) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(a)(iii) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(b) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(c) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(c)(i) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(c)(ii) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(d) NMAC. *See* § 300.517  
 6.31.2.13 (I)(24)(e) NMAC. *See* § 300.517  
 6.31.2.13 (I)(25) NMAC. *See* § 300.518  
 6.31.2.13 (I)(25)(a) NMAC. *See* § 300.518  
 6.31.2.13 (I)(25)(b) NMAC. *See* § 300.518  
 6.31.2.13 (I)(25)(c) NMAC. *See* § 300.518  
 6.31.2.13 (I)(2) NMAC. *See* § 300.507  
 6.31.2.13 (I)(2)(a) NMAC. *See* § 300.507  
 6.31.2.13 (I)(2)(b) NMAC. *See* § 300.507  
 6.31.2.13 (I)(2)(c) NMAC. *See* § 300.507  
 6.31.2.13 (I)(3) NMAC. *See* § 300.532  
 6.31.2.13 (I)(3)(a) NMAC. *See* § 300.532  
 6.31.2.13 (I)(3)(b) NMAC. *See* § 300.532  
 6.31.2.13 (I)(4) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(a) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(b) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(c) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(d) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(e) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(f) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(g) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(h) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(i) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(j) NMAC. *See* § 300.508  
 6.31.2.13 (I)(4)(k) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(a) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(b) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(b)(i) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(b)(ii) NMAC. *See* § 300.508

6.31.2.13 (I)(5)(c) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(d) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(e) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(f) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(f)(i) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(f)(ii) NMAC. *See* § 300.508  
 6.31.2.13 (I)(5)(g) NMAC. *See* § 300.508  
 6.31.2.13 (I)(6) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(a) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(b) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(c) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(d) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(e) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(e)(i) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(e)(ii) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(e)(iii) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(e)(iv) NMAC. *See* § 300.512  
 6.31.2.13 (I)(6)(f) NMAC. *See* § 300.512  
 6.31.2.13 (I)(7) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(a) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(a)(i) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(a)(ii) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(a)(iii) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(a)(iv) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(a)(v) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(a)(vi) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(b) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(c) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(c)(i) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(c)(ii) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(c)(iii) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(d) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(e) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(f) NMAC. *See* § 300.510  
 6.31.2.13 (I)(7)(g) NMAC. *See* § 300.510  
 6.31.2.13 (I)(8) NMAC. *See* § 300.511  
 6.31.2.13 (I)(8)(a) NMAC. *See* § 300.511

6.31.2.13 (I)(8)(b) NMAC. *See* § 300.511  
 6.31.2.13 (I)(8)(c) NMAC. *See* § 300.511  
 6.31.2.13 (I)(8)(d) NMAC. *See* § 300.511  
 6.31.2.13 (I)(8)(e) NMAC. *See* § 300.511  
 6.31.2.13 (I)(8)(f) NMAC. *See* § 300.511  
 6.31.2.13 (J) NMAC. *See* § 300.519  
 6.31.2.13 (J)(1) NMAC. *See* § 300.519  
 6.31.2.13 (J)(2) NMAC. *See* § 300.519  
 6.31.2.13 (J)(3) NMAC. *See* § 300.519  
 6.31.2.13 (K) NMAC. *See* § 300.520, *See* § 300.320  
 6.31.2.13 (K)(1) NMAC. *See* § 300.520  
 6.31.2.13 (K)(1)(a) NMAC. *See* § 300.520  
 6.31.2.13 (K)(1)(b) NMAC. *See* § 300.520  
 6.31.2.13 (K)(1)(c) NMAC. *See* § 300.520  
 6.31.2.13 (K)(2) NMAC. *See* § 300.320  
 6.31.2.13 (L) NMAC. *See* § 300.624, *See* § 300.610  
 6.31.2.13 (L)(1) NMAC. *See* § 300.610  
 6.31.2.13 (L)(2) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3)(a) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3)(b) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3)(c) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3)(d) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3)(d)(i) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3)(d)(ii) NMAC. *See* § 300.610  
 6.31.2.13 (L)(3)(d)(iii) NMAC. *See* § 300.610  
 6.31.2.13 (L)(4) NMAC. *See* § 300.610  
 6.31.2.13 (L)(5) NMAC. *See* § 300.624  
 6.31.2.13 (L)(5)(a) NMAC. *See* § 300.624  
 6.31.2.13 (L)(5)(b) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(a) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(a)(i) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(a)(ii) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b)(i) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b)(ii) NMAC. *See* § 300.624

6.31.2.13 (L)(6)(b)(iii) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b)(iv) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b)(v) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b)(vi) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b)(vii) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(b)(viii) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(c) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(d) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(d)(i) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(d)(ii) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(d)(iii) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(d)(iv) NMAC. *See* § 300.624  
 6.31.2.13 (L)(6)(d)(v) NMAC. *See* § 300.624  
 6.31.2.13 (M) NMAC. *See* Due Process Hearings in  
 General  
 6.31.2.13 (M)(1) NMAC. *See* Due Process Hearings in  
 General  
 6.31.2.13 (M)(2) NMAC. *See* Due Process Hearings in  
 General  
 6.31.2.13 (M)(3) NMAC. *See* Due Process Hearings in  
 General  
 6.31.2.13 NMAC. *See* § 300.532  
 6.31.2.14 (A) NMAC. *See* Subpart A--General  
 6.31.2.14 (B) NMAC. *See* Subpart A--General  
 6.31.2.14 (C) NMAC. *See* Subpart A--General  
 6.31.2.2 NMAC. *See* § 300.1  
 6.31.2.3 NMAC. *See* § 300.199, *See* § 300.149  
 6.31.2.6 NMAC. *See* § 300.1  
 6.31.2.7 (A) NMAC. *See* Definitions  
 6.31.2.7 (A)(1) NMAC. *See* Definitions  
 6.31.2.7 (A)(2) NMAC. *See* Definitions  
 6.31.2.7 (A)(3) NMAC. *See* Definitions  
 6.31.2.7 (B) NMAC. *See* § 300.704, *See* § 300.307, *See*  
 § 300.44, *See* § 300.41, *See* § 300.39, *See* SAT, *See*  
 Puene para los nina fund, *See* § 300.33, *See* § 300.30,  
*See* NMSA 1978, *See* NMAC, *See* § 300.28, *See* §  
 300.22, *See* § 300.17, *See* § 300.8, *See* § 300.6, *See* §  
 300.4

6.31.2.7 (B)(1) NMAC. *See* § 300.6  
 6.31.2.7 (B) (5) NMAC. *See* § 300.8, *See* § 300.307  
 6.31.2.7 (B)(9) NMAC. *See* § 300.28  
 6.31.2.7 (B)(10) NMAC. *See* § 300.22  
 6.31.2.7 (B)(12) NMAC. *See* § 300.4  
 6.31.2.7 (B)(13) NMAC. *See* NMAC  
 6.31.2.7 (B)(14) NMAC. *See* NMSA 1978  
 6.31.2.7 (B)(15) NMAC. *See* § 300.30  
 6.31.2.7 (B)(17) NMAC. *See* § 300.704, *See* Puente para  
 los ninos fund  
 6.31.2.7 (B)(18) NMAC. *See* SAT  
 6.31.2.7 (B)(19) NMAC. *See* § 300.41  
 6.31.2.7 (B)(20) NMAC. *See* § 300.39, *See* § 300.8  
 6.31.2.7 (B)(20)(a) NMAC. *See* § 300.39  
 6.31.2.7 (B)(20)(b) NMAC. *See* § 300.39, *See* § 300.8  
 6.31.2.7 (B)(20)(b)(i) NMAC. *See* § 300.39, *See* § 300.8  
 6.31.2.7 (B)(20)(b)(ii) NMAC. *See* § 300.39, *See* §  
 300.8  
 6.31.2.7 (B)(20)(b)(iii) NMAC. *See* § 300.39, *See* §  
 300.8  
 6.31.2.7 (B)(20)(b)(iv) NMAC. *See* § 300.39, *See* §  
 300.8  
 6.31.2.7 (B)(20)(c) NMAC. *See* § 300.39  
 6.31.2.7 (B)(20)(d) NMAC. *See* § 300.39  
 6.31.2.7 (B)(2) NMAC. *See* § 300.8  
 6.31.2.7 (B)(2)(a) NMAC. *See* § 300.8  
 6.31.2.7 (B)(2)(b) NMAC. *See* § 300.8  
 6.31.2.7 (B)(2)(c) NMAC. *See* § 300.8  
 6.31.2.7 (B)(21) NMAC. *See* § 300.33  
 6.31.2.7 (B)(21)(a) NMAC. *See* § 300.33  
 6.31.2.7 (B)(21)(b) NMAC. *See* § 300.33  
 6.31.2.7 (B)(21)(c) NMAC. *See* § 300.33  
 6.31.2.7 (B)(22) NMAC. *See* § 300.44  
 6.31.2.7 (B)(3) NMAC. *See* § 300.8  
 6.31.2.7 (B)(4) NMAC. *See* § 300.307, *See* § 300.8  
 6.31.2.7 (B)(4)(a) NMAC. *See* § 300.307, *See* § 300.8  
 6.31.2.7 (B)(4)(b) NMAC. *See* § 300.307, *See* § 300.8  
 6.31.2.7 (B)(5) NMAC. *See* § 300.307, *See* § 300.8  
 6.31.2.7 (B)(6) NMAC. *See* § 300.33

6.31.2.7 (B)(7) NMAC. *See* § 300.17  
 6.31.2.7 (B)(8) NMAC. *See* § 300.17  
 6.31.2.7 (C) NMAC. *See* Conflict Resolution at the  
 Lowest Possible Level  
 6.31.2.7 (C)(1) NMAC. *See* Conflict Resolution at the  
 Lowest Possible Level  
 6.31.2.7 (C)(2) NMAC., *See* Conflict Resolution at the  
 Lowest Possible Level  
 6.31.2.7 (D) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.7 (D)(1) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.7 (D)(2) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.7 (D)(3) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.7 (D)(4) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.7 (D)(5) NMAC. *See* Educational Services for  
 Gifted Children  
 6.31.2.7 (E) NMAC. *See* § 300.45  
 6.31.2.7 (E)(1) NMAC. *See* § 300.45  
 6.31.2.7 (E)(2) NMAC. *See* § 300.45  
 6.31.2.7 (E)(3) NMAC. *See* § 300.45  
 6.31.2.7 (E)(3)(a) NMAC. *See* § 300.45  
 6.31.2.7 (E)(3)(b) NMAC. *See* § 300.45  
 6.31.2.7 (E)(3)(c) NMAC. *See* § 300.45  
 6.31.2.7 (E)(3)(d) NMAC. *See* § 300.45  
 6.31.2.7 (E)(3)(e) NMAC. *See* § 300.45  
 6.31.2.7 (F) NMAC. *See* § 300.45  
 6.31.2.7 (F)(1) NMAC. *See* § 300.45  
 6.31.2.7 (F)(1)(a) NMAC. *See* § 300.45  
 6.31.2.7 (F)(1)(b) NMAC. *See* § 300.45  
 6.31.2.7 (F)(1)(c) NMAC. *See* § 300.45  
 6.31.2.7 (F)(1)(c)(i) NMAC. *See* § 300.45  
 6.31.2.7 (F)(1)(c)(ii) NMAC. *See* § 300.45  
 6.31.2.7 (F)(1)(c)(iii) NMAC. *See* § 300.45



## Federal Regulations

6.31.2.7 (F)(2) NMAC. *See* § 300.45  
 6.31.2.7 (F)(2)(a) NMAC. *See* § 300.45  
 6.31.2.7 (F)(2)(b) NMAC. *See* § 300.45  
 6.31.2.7 (F)(2)(c) NMAC. *See* § 300.45  
 6.31.2.8 (A) NMAC. *See* § 300.101  
 6.31.2.8 (B) NMAC. *See* § 300.101  
 6.31.2.9 (A) NMAC. *See* § 300.201, *See* § 300.111  
 6.31.2.9 (B) NMAC. *See* § 300.704, *See* § 300.207, *See* § 300.156, *See* § 300.154, *See* § 300.104, *See* § 300.103  
 6.31.2.9 (B)(1) NMAC. *See* § 300.103  
 6.31.2.9 (B)(9) NMAC. *See* § 300.207, *See* § 300.156  
 6.31.2.9 (B)(9)(a) NMAC. *See* § 300.207, *See* § 300.156  
 6.31.2.9 (B)(9)(b) NMAC. *See* § 300.207, *See* § 300.156  
 6.31.2.9 (B)(2) NMAC. *See* § 300.103  
 6.31.2.9 (B)(3) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(a) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(b) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(b)(i) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(b)(ii) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(b)(iii) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(b)(iv) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(b)(v) NMAC. *See* § 300.104  
 6.31.2.9 (B)(3)(b)(vi) NMAC. *See* § 300.104  
 6.31.2.9 (B)(4) NMAC. *See* § 300.104, *See* § 300.154  
 6.31.2.9 (B)(5) NMAC. *See* § 300.704  
 6.31.2.9 (B)(5)(a) NMAC. *See* § 300.704  
 6.31.2.9 (B)(5)(a)(i) NMAC. *See* § 300.704  
 6.31.2.9 (B)(5)(a)(ii) NMAC. *See* § 300.704  
 6.31.2.9 (B)(5)(b) NMAC. *See* § 300.704  
 6.31.2.9 (B)(6) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(a) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(a)(i) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(a)(ii) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(a)(iii) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(b) NMAC. *See* § 300.154

## New Mexico Rules

6.31.2.9 (B)(6)(b)(i) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(b)(ii) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(c) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(c)(i) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(c)(ii) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(d) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(d)(i) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(d)(ii) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(e) NMAC. *See* § 300.154  
 6.31.2.9 (B)(6)(f) NMAC. *See* § 300.154  
 6.31.2.9 (B)(7) NMAC. *See* § 300.154  
 6.31.2.9 (B)(8) NMAC. *See* § 300.154  
 6.31.2.9 (B)(8)(a) NMAC. *See* § 300.154  
 6.31.2.9 (B)(8)(b) NMAC. *See* § 300.154  
 6.31.2.9 (C) NMAC. *See* § 300.200  
 6.31.2.9 (C)(1) NMAC. *See* § 300.200  
 6.31.2.9 (C)(2) NMAC. *See* § 300.200  
 6.31.2.9 (C)(3) NMAC. *See* § 300.200  
 6.31.2.9 (C)(4) NMAC. *See* § 300.200  
 6.31.2.9 (C)(5) NMAC. *See* § 300.200  
 6.31.2.9 (D) NMAC. *See* § 300.226, *See* § 300.208  
 6.31.2.9 (D)(1) NMAC. *See* § 300.226, *See* § 300.208  
 6.31.2.9 (D)(2) NMAC. *See* § 300.226, *See* § 300.208  
 6.31.2.9 (D)(3) NMAC. *See* § 300.226, *See* § 300.208  
 6.31.2.9 (D)(4) NMAC. *See* § 300.226, *See* § 300.208  
 6.31.2.9 (E) NMAC. *See* § 300.646, *See* § 300.173  
 6.31.2.9 (E)(1) NMAC. *See* § 300.646, *See* § 300.173  
 6.31.2.9 (E)(1)(a) NMAC. *See* § 300.646, *See* § 300.173  
 6.31.2.9 (E)(1)(b) NMAC. *See* § 300.646, *See* § 300.173  
 6.31.2.9 (E)(1)(c) NMAC. *See* § 300.646, *See* § 300.173  
 6.31.2.9 (E)(2) NMAC. *See* § 300.646  
 6.31.2.9 (E)(2)(a) NMAC. *See* § 300.646  
 6.31.2.9 (E)(2)(b) NMAC. *See* § 300.646  
 6.31.2.9 (E)(2)(c) NMAC. *See* § 300.646  
 6.31.2.9 (E)(2)(d) NMAC. *See* § 300.646  
 6.31.2.9 (E)(3) NMAC. *See* § 300.646  
 6.31.2.9 (E)(3)(a) NMAC. *See* § 300.646

## Procedures

6.31.2.9 (E)(3)(b) NMAC. *See* § 300.646  
 6.31.2.9 (E)(3)(c) NMAC. *See* § 300.646  
 6.31.2.9 (F) NMAC. *See* § 300.224  
 6.31.2.9 (F)(1) NMAC. *See* § 300.224  
 6.31.2.9 (F)(2) NMAC. *See* § 300.224  
 6.31.2.9 (G) NMAC. *See* § 300.224  
 6.31.2.9 (H) NMAC. *See* § 300.224  
 6.31.2.9 (I) NMAC. *See* § 300.705  
 6.31.2.9 (J) NMAC. *See* § 300.174  
 6.61.6.8 NMAC. *See* § 300.156  
 NMSA 1978, § 22-2C-6. (I). *See* 300.324  
 NMSA 1978, § 22-5-4.12 (2017)(C). *See* § 300.201  
 NMSA 1978, § 22-5-4.12 (2017)(C)(1). *See* § 300.201  
 NMSA 1978, § 22-5-4.12 (2017)(C)(2). *See* § 300.201  
 NMSA 1978, § 22-5-4.12 (2017)(F). *See* § 300.201  
 NMSA 1978, § 22-5-4.12 (2017)(G). *See* § 300.535  
 NMSA 1978, § 22-5-4.12 (2017)(I). *See* Definitions  
 NMSA 1978, § 22-5-4.12 (2017)(I)(1). *See* Definitions  
 NMSA 1978, § 22-5-4.12 (2017)(I)(2). *See* Definitions  
 NMSA 1978, § 22-5-4.12 (2017)(I)(3). *See* Definitions  
 NMSA 1978, § 22-5-4.12 (2017)(I)(4). *See* Definitions  
 NMSA 1978, § 22-5-4.12 (2017)(I)(5). *See* Definitions  
 NMSA 1978, § 26-2B Lynn and Erin Compassionate  
 Use Act (2019). *See* § 300.530  
 NMSA 1978, § 22-13-32 (A) through (H). *See* §300.8  
 NMSA 1978, § 22-1-2(O). *See* § 300.45  
 NMSA 1978, § 21-21N-3. *See* § 300.320  
 Special Education Ombud Act (H.B.222)(2021), *See*  
 Conflict Resolution at te Lowest Possible Level, *See*  
 §300.610  
 Special Education Ombud Act (H.B.222)(2021) Section  
 5, *See* Conflict Resolution at te Lowest Possible Level  
 Special Education Ombud Act (H.B.222)(2021) Section  
 9, *See* Conflict Resolution at te Lowest Possible Level  
 Special Education Ombud Act (H.B.222)(2021) Section  
 6, *See* §300.610



## Index of all Hyperlinks

[Addressing Student Behavior: A Guide for Educators](#).  
See § 300.324

[Alternative Dispute Resolution Request Form \(English\)](#).  
See § 300.506

[Alternative Dispute Resolution Request Form \(Spanish\)](#).  
See § 300.506

[Characteristics of Gifted Students with Factors  
Instructions, Checklist, and Scoring Guide](#). See  
Educational Services for Gifted Children  
[Children in Private Schools](#). See § 300.130; § 300.131; §  
300.136; § 300.140

[Developing Quality IEPs](#). See § 300.112; § 300.320; §  
300.503

[Due Process Hearing Request Form](#). See § 300.509

Dyslexia Handbook: A Guide to Teaching ALL  
Students to Read through Structured Literacy (2020).  
See § 300.8; § 300.307

[Education and Title VI of the Civil Rights Act of 1964](#).  
See § 300.646

[Frequency of Service Stated on an IEP](#). See § 300.320

[Functional Retention and Disposition Schedules](#) See §  
300.624

[Graduation Options for Students with Disabilities](#). See §  
300.320

[IDEA and Private Schools](#). See § 300.132; § 300.133

[IEP Considerations for Students with Autism Spectrum  
Disorders](#). See § 300.324

[Length of School Day and Instructional Time](#). See §  
300.116

[Model Form for Prior Written Notice](#). See § 300.503

[Model Form, USDOE: Individualized Education  
Program](#). See § 300.112; § 300.320

[Model NM IFSP \(English\)](#). See § 300.323

[Model NM IFSP \(Spanish\)](#). See § 300.323

[Multi-Layered System of Supports 2020](#) See § 300.111

[MLSS Supplemental Guide for SAT 2019](#) See §  
300.111

[National Technical Assistance Center on Positive  
Behavioral Interventions and Supports \(PBIS\)](#). See §  
300.324

[New Mexico Dyslexia Professional Development  
Modules](#). See § 300.156

[New Mexico Guidance: Children transitioning from Part  
C to Part B](#). See § 300.124

[New Mexico School for the Blind and Visually  
Impaired](#). See § 300.2

[New Mexico School for the Deaf](#). See § 300.2

[New Mexico Statewide Assessment Accommodations  
and Accessibility Manual 2020-2021](#) See § 300.320

[New Mexico Technical Evaluation and Assessment  
Manual: Identification of Dyslexia Supplemental  
Narrative and Worksheet \(2020\)](#) See § 300.8; §  
300.307

[New Mexico Technical Evaluation and Assistance  
Manual: Determining Eligibility for IDEA Part B  
Special Education Services](#). See § 300.304

NMPED [Clarification of special education and related  
services in New Mexico related to the eligibility  
category of Developmental Delay \(DD\), \(2020\)](#). See §  
300.8

NMPED [Clarification on special education and related  
services in New Mexico specifically related to the roles  
and processes of the Eligibility Determination Team  
\(EDT\) and the Individualized Education Program \(IEP\)  
teams, \(2020\)](#) , See § 300.304

[Clarification of special education and related services in  
New Mexico associated with determining the need for  
specific related services \(2020\)](#). See § 300.306

[OSEP Letter to Ackron](#). See § 300.320

[OSEP Letter to Anonymous](#). See § 300.305

[OSEP Letter to Balkman](#) see § 300.320

[OSEP Letter to Baus](#). See § 300.502

[OSEP Letter to Breton](#) See § 300.320

[OSEP Letter to Caplan](#). See § 300.321

[OSEP Letter to Hayden](#). See § 300.320

[OSEP Letter to Lybarger](#). See § 300.8

[OSEP Letter to Massanari](#). See § 300.8; See § 300.307;  
See § 300.309

[OSEP Letter to Morris](#). See § 300.320

[OSEP Redacted Letter](#). See § 300.321

[OSEP Letter to Thomas](#). See § 300.322

[OSEP Letter to Trigg](#). See § 300.114

[OSEP Letter to Williams](#). See § 300.8

[OSEP Letter to Zirkel](#). See § 300.8; See § 300.307; See  
§ 300.309

[OSEP Letter to Zirkel](#). See § 300.502

[OSERS Q/A on IEPs, Evaluations, and Reevaluations  
\(Revised September 2011\)](#). See § 300.320; § 300.321; §  
300.323; § 300.324; § 300.503;

[Overview of Special Education Transportation: A  
Primer for Parents and Educators](#). See § 300.320

[Part C Regulations and U.S. Department of Education  
Non Regulatory Guidance](#). See § 300.124

[Preschool/Elementary School, NM IEP and Secondary,  
NM IEP](#) (updated August 2019). See § 300.112

[Primer on the Provision of Extended School Year  
Services for Parents and Educators](#). See § 300.106

[Private School Service Plan](#). See § 300.132

[Prohibition on Mandatory Medication](#). See § 300.174

[Provision of an Equal Education Opportunity to  
Limited-English Proficient Students](#). See § 300.173; §  
300.646

[Questions and Answers On Discipline Procedures](#). See §  
300.530

[Restraint and Seclusion: Resource Document \(May 15,  
2012\)](#). See § 300.324

[Serving Children With Disabilities Placed by Their  
Parents at Private Schools](#). See § 300.131; § 300.132

[Shortened School Days for Students with Disabilities](#).  
See § 300.116

[Student Discipline: A Technical Assistance Manual for Students with Disabilities.](#) See § 300.530

[Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice \(English Version\)](#) See § 300.121; § 300.504; § 300.507; § 300.508; § 300.510; § 300.514; § 300.517

[Garantías Procesales De Educación Especial Requeridas Para Los Niños/Niñas Discapacitados Y Sus Familias Requistos Bajo La Ley IDEA- Parte B \(Spanish Version\)](#) See § 300.121; § 300.504; § 300.507; § 300.508; § 300.510; § 300.514; § 300.517

[Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice \(Navajo Version\)](#) See § 300.121; § 300.504; § 300.507; § 300.508; § 300.510; § 300.514; § 300.517

[Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice \(Vietnamese Version\)](#) See § 300.121; § 300.504; § 300.507; § 300.508; § 300.510; § 300.514; § 300.517

[Special Education Procedural Safeguards For Students with Disabilities and their Families required Under IDEA Part B Notice \(Russian Version\)](#) See § 300.121; § 300.504; § 300.507; § 300.508; § 300.510; § 300.514; § 300.517

[Technical Assistance Manual for Gifted Education in New Mexico](#) See Educational Services for Gifted Students

[IEP Facilitation Guide 2015](#) See § 300.152

[U.S. Department of Education's Non-Regulatory Guidance on the IDEA Part B Regulations Regarding Parental Consent for the Use of Public Benefits or Insurance to Pay for Services under the IDEA, Issued February 14, 2013, and Effective March 18, 2013.](#) See § 300.154

[U.S. Department of Education's Frequently Asked Questions about the Rights of Students with Disabilities in Public Charter Schools under the Individuals with Disabilities Education Act \(2016\).](#) See § 300.209

[Use of Time-Out Room as a Behavioral Intervention.](#) See § 300.324

<b>A. Federal Program General Assurances</b>	
Select <b>Yes</b> from the drop-down menu next to the applicable statement below: <b>Only item 1 OR 2 must be selected.</b>	
Yes <input type="checkbox"/>	<b>1.</b> The LEA provides assurances that it meets all eligibility requirements of Part B of the Individuals with Disabilities Education Act (IDEA-B) and the IDEA-B regulations. (20 USC 1413(a); 34 CFR §§ 300.201 through 300.213) These assurances are found in Section III of this Application. The LEA or State agency completed and has already submitted to the New Mexico Public Education Department's (PED) Special Education Bureau (SEB) a formal record of the LEA's School District Board's or Governing Body's adoption of special education policies and procedures that are consistent with State policies and procedures established under 34 CFR §§ 300.101 through 300.163 and §§ 300.165 through 300.174.
<b>OR</b>	
<input type="checkbox"/>	<b>2.</b> The LEA <b>cannot</b> provide assurances for all eligibility requirements of IDEA-B. The LEA has determined that it is unable to make the assurance that it has, in effect, policies and procedures that are consistent with State policies and procedures established under 34 CFR §§ 300.101 through 300.163 and §§ 300.165 through 300.174. However, the LEA assures that throughout the period of this sub-grant award the LEA will operate programs consistent with the requirements of IDEA-B and the IDEA-B regulations. The LEA will make such changes to policies and procedures as necessary to bring itself into compliance with the requirements of IDEA, as amended, as soon as possible, and not later than June 30, 2018.
The LEA must make the following assurances, 1 - 20, that it meets each of the conditions required by Part B of the Individuals with Disabilities Education Act, Part B (IDEA-B), (34 CFR §§ 300.201 through 300.213).	
<b>B. Other Federal Assurances</b>	
<i>The signed approved minutes by the Local Board of Education or Governing Council showing approval of the amended policies and procedures are required and must be uploaded in WebEPSS. Submit minutes only if the policies and procedures were amended.</i>	
Select <b>Yes</b> from the drop-down menu for 1a or enter a date for 1b. <b>Only complete 1 section, 1a OR 1b.</b>	
<input type="checkbox"/>	<b>1a.</b> The LEA, in providing for the education of children with disabilities within its jurisdiction, has in effect policies, procedures, and programs that are consistent with the State policies and procedures established under the IDEA Part B regulations at 34 CFR §§300.101 through 300.163, and §§300.165 through 300.174. (20 U.S.C. 1413(a)(1); 34 CFR § 300.201)
<b>OR</b>	
6/17/2021 <input type="text"/>	<b>1b.</b> If assurance cannot be given for item 1a, please provide date on which applicant will provide proof of amended policies and procedures to the SEB, in order to provide assurance. Date provided may be no later than June 30, 2017. For new state-chartered charter schools no later than December 15, 2017.
Select <b>Yes</b> for items 2 and 4-6 from each of the drop-down menus, <b>enter an amount in item 3 below:</b>	
<input type="checkbox"/>	<b>2.</b> Amounts provided to the LEA under IDEA-B;
Yes <input type="checkbox"/>	(1) will be expended in accordance with the applicable provisions of IDEA-B;
<input type="checkbox"/>	(2) will be used only to pay the excess costs of providing special education and related services to children with disabilities, consistent with 34 CFR § 300.202(b) and the calculations specified in the excess cost tab of this funding application; and
<input type="checkbox"/>	(3) will be used to supplement State, local, and other Federal funds and not to supplant those funds. (20 U.S.C. 1413(a)(2)(A); 34 CFR § 300.202)
694,699.72 <input type="text"/>	<b>3a.</b> For the purposes of this assurance, please provide the MOE expenditure amount from Federal Fiscal Year (FFY) <b>2019 or 2020 (whichever is the most recent and available amount)</b> , if it was determined that the LEA met the MOE expenditure requirement in that year. If the LEA did not meet the MOE expenditure requirement in FFY 2019 <b>or FFY 2020</b> , please provide the expenditure amount from the last year that the LEA met the MOE expenditure requirement. <b>NOTE:</b> To meet the MOE expenditure requirement, the LEA is expected to expend the amount spent in the last year that the LEA met the MOE expenditure requirement. <b>If the LEAs FFY 2020 MOE amount was not yet available</b> , the required MOE expenditure amount may be higher <b>than the amount used in this application</b> for FFY 2021. <b>This will be true</b> if the LEAs FFY 2020 expenditure amount is greater than FFY 2019 or the last year that the LEA met the MOE requirement.
2019-2020 <input type="text"/>	<b>3b.</b> List the year of the MOE expenditure amount listed in 3a.
Yes <input type="checkbox"/>	<b>3c -</b> Except as provided in 34 CFR §§ 300.204 and 300.205, funds provided to the LEA under IDEA- B will not be used to

	reduce the level of expenditures for the education of children with disabilities made by the LEA from local funds below the level of those expenditures for the preceding fiscal year. (20 U.S.C. 1413(a)(2)(A); 34 CFR § 300.203)
	<b>4.</b> To the extent the LEA uses IDEA-B funds to carry out a school-wide program under section 1114 of the Elementary and Secondary Education Act, the LEA will use those funds consistent with 34 CFR § 300.206, and the LEA will meet all other requirements of IDEA-B, including ensuring that children with disabilities in school-wide program schools;
Yes <input checked="" type="checkbox"/>	(1) receive services in accordance with a properly developed IEP; and
	(2) are afforded all of the rights and services guaranteed to children with disabilities under IDEA-B. (20 U.S.C. 1413(a)(2)(D); 34 CFR § 300.206) (20 U.S.C. 1413(a)(2)(D); 34 CFR § 300.206) (20 U.S.C. 1413(a)(2)(D); 34 CFR § 300.206)
	<b>5.</b> The LEA will ensure that all personnel necessary to carry out Part B of the Act are appropriately and adequately prepared, subject to
Yes <input checked="" type="checkbox"/>	the requirements of 34 CFR §300.156 (related to personnel qualifications) and section 2122 of the ESEA. (20 U.S.C. 1413(a)(3); 34 CFR § 300.207) (20 U.S.C. 1413(a)(3); 34 CFR § 300.207)
Yes <input checked="" type="checkbox"/>	<b>6.</b> To the extent the LEA uses IDEA-B funds to carry out any of the permissive uses described in 34 CFR § 300.208, such funds will be used consistent with 34 CFR § 300.208. (20 U.S.C. § 1413(a)(4); 34 CFR § 300.208)

Select **Yes** for 7a and 7b, as applicable. If LEA has no Local Charters or is not a State Charter, select N/A for not applicable for 7a and 7b.

	<b>7a.</b> In carrying out IDEA-B and the IDEA-B regulations with respect to charter schools that are public schools of the LEA, the LEA will: (i) Serve children with disabilities attending those charter schools in the same manner as the LEA serves children with disabilities in its other schools, including providing supplementary and related services on site at the charter school to the same extent to which the LEA has a policy or practice of providing such services on the site to its other public schools; and (ii) Provide funds under IDEA-B to those charter schools (A) On the same basis as the LEA provides funds to the LEA's other public schools, including proportional distribution based on relative enrollment of children with disabilities; and (B) At the same time as the LEA distributes other Federal funds to the LEA's other public schools, consistent with the State's charter school law. The LEA will be responsible for ensuring that IDEA-B requirements are met in each public charter school that is a school of the LEA, unless State law assigns that responsibility to another entity. (20 U.S.C. 1413(a)(5); 34 CFR § 300.209)
Yes <input checked="" type="checkbox"/>	
	<b>OR</b>
	<b>7b.</b> If a public charter school, chartered by the Public Education Commission (PEC), is an LEA applying for IDEA-B funding under 34 CFR §300.705, the LEA that is a public charter school will be responsible for ensuring that the IDEA-B requirements are met, unless State law has assigned that responsibility to some other entity. (20 U.S.C. 1413(a)(5); 34 CFR § 300.209)

Select **Yes** for either 8a OR 8b. If 8b is selected a memo describing the applicant's plan of action to accomplish this assurance must be uploaded to WebEPSS along with the application.

	<b>8a.</b> The LEA has chosen to coordinate with the National Instructional Materials Access Center (NIMAC), when purchasing print instructional materials, and will acquire those instructional materials in the same manner, and subject to the same conditions as the SEA under 34 CFR §300.172 and 6.75.4.9 NMAC. (20 U.S.C. 1413(a)(6); 34 CFR § 300.210)
Yes <input checked="" type="checkbox"/>	

**OR**

	<b>8b.</b> Nothing in 34 CFR § 300.210 shall be construed to require an LEA to coordinate with the NIMAC. The LEA has chosen not to coordinate with the NIMAC but assures that it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner. <b><i>This option requires for a plan of action to be uploaded to WebEPSS.</i></b>
<input checked="" type="checkbox"/>	

Select <b>Yes</b> for Items 9-12, from each of the drop-down menus below: Yes is required for all items.	
Yes <input type="checkbox"/>	<b>9.</b> The LEA will ensure that children with disabilities who need instructional materials in accessible formats but are not included under the definition of blind or other persons with print disabilities in 34 CFR §300.172(e)(1)(i) or who need materials that cannot be produced from NIMAC files, receive those instructional materials in a timely manner. (20 U.S.C. 1413(a)(6); 34 CFR § 300.210)
Yes <input type="checkbox"/>	<b>10.</b> The LEA will provide the PED with information needed to enable the PED to carry out its duties under IDEA-B, including, with respect to 34 CFR § 300.157 and § 300.160, information relating to the performance of children with disabilities participating in programs carried out under IDEA-B.
Yes <input type="checkbox"/>	<b>11.</b> The LEA will make available to parents of children with disabilities and to the general public all documents relating to the eligibility of the agency under IDEA-B. (20 U.S.C. 1413(a)(8); 34 CFR § 300.212)
Yes <input type="checkbox"/>	<b>12.</b> The LEA will cooperate in the Secretary of the U.S. Department of Education's efforts under section 1308 of the ESEA to ensure the linkage of records pertaining to migratory children with disabilities for the purpose of electronically exchanging, among the States, health and educational information regarding those children. (20 U.S.C. 1413(a)(9); 34 CFR § 300.213) (20 U.S.C. 1413(a)(9); 34 CFR § 300.213)

**C. Other Assurances**

Select **Yes** for Items 13-20, from each of the drop-down menus below: Yes is required for all items.

Yes <input type="checkbox"/>	<b>13.</b> The LEA assures that any P.L. 81-874 (impact aid) add-on funds which it may receive for the benefit of students with disabilities will be spent in accordance with the federal regulations governing that program.
Yes <input type="checkbox"/>	<b>14.</b> Federal Program General Assurances: The LEA has Federal Program General Assurances on file with the PED. The applicant acknowledges that the Federal Program General Assurances are incorporated herein by reference as though fully set forth herein. These assurances include: - Assurances - NON-CONSTRUCTION PROGRAMS (if applicable) - General Education Provisions Act Assurances If the applicant does not have the assurances mentioned above on file with the PED, the applicant must submit such signed assurances with this application. Civil rights assurances must be filed with the U.S. Department of Education's Office for Civil Rights (ED's OCR), if the applicant has not filed these assurances with ED's OCR, the applicant will file such assurances.
Yes <input type="checkbox"/>	<b>15.</b> The LEA will provide accurate, valid and timely data to the PED deemed necessary by the PED to carry out its duty to determine if significant discrepancies that may exist between the rates of long-term suspensions and expulsions of children with and without disabilities or any other information that may be required by the PED or the U.S. Department of Education. [20 U.S.C. 1412(a)(22), 1418(a); 34 CFR §§ 300.211; 300.640 through 300.646]
Yes <input type="checkbox"/>	<b>16.</b> The LEA shall use fiscal control and fund accounting procedures that ensure proper disbursement of and accounting for Federal funds. (34 CFR § 76.702)
Yes <input type="checkbox"/>	<b>17.</b> As per 6.31.2.11(A)(3) NMAC, each public agency shall develop and implement appropriate policies and procedures to ensure a smooth and effective transition from Part C to Part B programs for preschool children with disabilities within the agency's educational jurisdiction, in compliance with 34 CFR Sec. 300.124. The Part C lead agency must share the directory information of potentially eligible students with their LEA(s). Each LEA and other public agencies as appropriate shall make reasonable efforts to establish productive working relations with local Part C programs and when given reasonable notice shall participate in the transition planning conferences arranged by local Part C providers. The process of sharing this data must be completed in a Memorandum of Understanding (MOU) or Interagency Agreement between both the LEA and Part C lead agency. (Not applicable to State Supported Schools without preschool.)

<input type="checkbox"/> Yes	<p><b>18.</b> LEAs may provide Part B funds, through MOUs, with the tribes to assist them in coordinating child find and providing direct services to preschool children with disabilities aged three through five living on reservations. However, the LEA remains responsible for conducting child find and making a free appropriate public education available to those preschool children. LEAs and public agencies serving preschool children with disabilities on reservations must negotiate equitable arrangements through joint powers agreements or memorandums of understanding or interstate agreements for sharing funding and other resources available for the educational services of the preschool children with disabilities. In order to provide seamless services to the preschool children living on reservations, such agreements shall include provisions with regard to resolving disputes between all parties to the agreement. (A copy of the signed agreement must be submitted with your local IDEA-B sub-grant application. Any revisions made to the agreement must be submitted to the SEB.) <b>Please upload MOUs with tribes to WebEPSS.</b></p> <table border="1" data-bbox="280 417 1500 544"> <thead> <tr> <th data-bbox="280 417 878 453">List all tribes in the LEAs jurisdiction: (If applicable)</th> <th data-bbox="878 417 1500 453">Date of MOU with listed tribe:</th> </tr> </thead> <tbody> <tr> <td data-bbox="280 453 878 495">N/A</td> <td data-bbox="878 453 1500 495"></td> </tr> <tr> <td data-bbox="280 495 878 544"></td> <td data-bbox="878 495 1500 544"></td> </tr> </tbody> </table>	List all tribes in the LEAs jurisdiction: (If applicable)	Date of MOU with listed tribe:	N/A			
List all tribes in the LEAs jurisdiction: (If applicable)	Date of MOU with listed tribe:						
N/A							
<input type="checkbox"/> Yes	<p><b>19.</b> The LEA provides equitable access and participation in all IDEA program benefits and activities, regardless of gender, race, national origin, color, disability, and age. (20 USC 1228a)</p>						
<input type="checkbox"/> Yes	<p><b>20.</b> The LEA provides assurance that there is a process and procedure in place to obtain one time only consent to access Medicaid and private insurance and that there is a yearly review so that notice is given annually to parents that have given the one time consent. (20 USC 1412(a)(12); 34 CFR § 300.154(d)(2)(iv) and (v); 6.31.2.9(B)(7)(b) NMAC</p>						
<p><b>D. Certifications</b></p>							
<p>The applicant must provide certification for Items 1 AND 2 below. Select <b>Yes</b> from each of the drop-down menus below:</p>							
<input type="checkbox"/> Yes	<p><b>1.</b> The applicant certifies that no Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. The applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," when required (34 CFR Part 82, Appendix B).</p>						
<input type="checkbox"/> Yes	<p><b>2.</b> As required by Executive Order 12549, Department and Suspension, and implemented at 34 CFR Part 85, for prospective participants in all lower tier transactions meeting the threshold and tier requirements stated at 34 CFR Part 85, Section 85.110-A. The applicant certifies that it and its principals:</p> <p>(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;</p> <p>(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;</p> <p>(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification;</p> <p>(d) have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and</p> <p>B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.</p>						



**State of New Mexico**  
**Public School Operating Budget**  
**Revenue**

Budget			Name: Moreno Valley High School 2021-2022		
Fund	Function	Object	Description	Estimated Amt	Projected Amt
11000			Operational		
11000	0000	11000	Cash Assets		
11000	0000	11111	Unrestricted Cash	58,475	54,370
<b>11000</b>	<b>0000</b>	<b>11000</b>	<b>Total: Cash Assets</b>	<b>58,475</b>	<b>54,370</b>
11000	0000	41000	Revenue From Local Sources		
11000	0000	41500	Investment Income	184	159
<b>11000</b>	<b>0000</b>	<b>41000</b>	<b>Total: Revenue From Local Sources</b>	<b>184</b>	<b>159</b>
11000	0000	43000	Revenue From State Sources		
11000	0000	43101	State Equalization Guarantee	886,976	927,675
<b>11000</b>	<b>0000</b>	<b>43000</b>	<b>Total: Revenue From State Sources</b>	<b>886,976</b>	<b>927,675</b>
<b>11000</b>			<b>Total: Operational</b>	<b>945,635</b>	<b>982,204</b>
24000			Federal Flow-through Grants		
24106			Entitlement IDEA-B		
24106	0000	44000	Revenue From Federal Sources		
24106	0000	44500	Restricted Grants – Federal Flow-through	34,689	22,923
<b>24106</b>	<b>0000</b>	<b>44000</b>	<b>Total: Revenue From Federal Sources</b>	<b>34,689</b>	<b>22,923</b>
<b>24106</b>			<b>Total: Entitlement IDEA-B</b>	<b>34,689</b>	<b>22,923</b>
24308			CRRSA, ESSER II		
24308	0000	44000	Revenue From Federal Sources		
24308	0000	44500	Restricted Grants – Federal Flow-through	0	58,654
<b>24308</b>	<b>0000</b>	<b>44000</b>	<b>Total: Revenue From Federal Sources</b>	<b>0</b>	<b>58,654</b>
<b>24308</b>			<b>Total: CRRSA, ESSER II</b>	<b>0</b>	<b>58,654</b>
<b>24000</b>			<b>Total: Federal Flow-through Grants</b>	<b>34,689</b>	<b>81,577</b>
27000			State Flow-through Grants		
27107			27107 GOB Library		
27107	0000	43000	Revenue From State Sources		
27107	0000	43202	State Flow-through Grants	0	2,267
27107	0000	43204	Prior Year Balances	2,441	0
<b>27107</b>	<b>0000</b>	<b>43000</b>	<b>Total: Revenue From State Sources</b>	<b>2,441</b>	<b>2,267</b>
<b>27107</b>			<b>Total: 27107 GOB Library</b>	<b>2,441</b>	<b>2,267</b>
<b>27000</b>			<b>Total: State Flow-through Grants</b>	<b>2,441</b>	<b>2,267</b>
29000			Combined State/Local Grants		
29102			Private Dir Grants (Categorical)		
29102	0000	11000	Cash Assets		
29102	0000	11112	Restricted Cash	163,128	84,658
<b>29102</b>	<b>0000</b>	<b>11000</b>	<b>Total: Cash Assets</b>	<b>163,128</b>	<b>84,658</b>
29102	0000	41000	Revenue From Local Sources		
29102	0000	41920	Contributions and Donations From Private Sources	1,155	0
<b>29102</b>	<b>0000</b>	<b>41000</b>	<b>Total: Revenue From Local Sources</b>	<b>1,155</b>	<b>0</b>
<b>29102</b>			<b>Total: Private Dir Grants (Categorical)</b>	<b>164,283</b>	<b>84,658</b>
<b>29000</b>			<b>Total: Combined State/Local Grants</b>	<b>164,283</b>	<b>84,658</b>
31701			Capital Improvements SB-9 Local		
31701	0000	11000	Cash Assets		
31701	0000	11111	Unrestricted Cash	207,489	184,217
<b>31701</b>	<b>0000</b>	<b>11000</b>	<b>Total: Cash Assets</b>	<b>207,489</b>	<b>184,217</b>
31701	0000	41000	Revenue From Local Sources		
31701	0000	41110	Ad Valorem Taxes – School District	134,898	0
<b>31701</b>	<b>0000</b>	<b>41000</b>	<b>Total: Revenue From Local Sources</b>	<b>134,898</b>	<b>0</b>
<b>31701</b>			<b>Total: Capital Improvements SB-9 Local</b>	<b>342,387</b>	<b>184,217</b>
31703			SB-9 State Match Cash		
31703	0000	43000	Revenue From State Sources		
31703	0000	43202	State Flow-through Grants	0	2,371
<b>31703</b>	<b>0000</b>	<b>43000</b>	<b>Total: Revenue From State Sources</b>	<b>0</b>	<b>2,371</b>
<b>31703</b>			<b>Total: SB-9 State Match Cash</b>	<b>0</b>	<b>2,371</b>
			<b>Total: Revenue</b>	<b>1,489,435</b>	<b>1,337,294</b>

**State of New Mexico**  
**Public School Operating Budget**  
**Expenditure Detail**

Budget Moreno Valley High School 2021-2022							
Name:							
FD	FN	OBJ	Description	Estimated Amt	Estimated FTE	Projected Amt	Projected FTE
11000			Expenditure				
11000	1000		Operational				
11000	1000		Instruction				
11000	1000	51000	Personnel Services - Compensation				
11000	1000	51100	Salaries Expense	389,497	8.76	396,124	7.04
11000	1000	51300	Additional Compensation	7,850	0.00	6,400	0.00
<b>11000</b>	<b>1000</b>	<b>51000</b>	<b>Total: Personnel Services - Compensation</b>	<b>397,347</b>	<b>8.76</b>	<b>402,524</b>	<b>7.04</b>
11000	1000	52000	Personnel Services - Employee Benefits				
11000	1000	52111	Educational Retirement	56,035	0.00	49,012	0.00
11000	1000	52112	ERA - Retiree Health	7,920	0.00	8,450	0.00
11000	1000	52210	FICA Payments	22,616	0.00	13,854	0.00
11000	1000	52220	Medicare Payments	5,289	0.00	6,127	0.00
11000	1000	52311	Health and Medical Premiums	44,351	0.00	62,543	0.00
11000	1000	52312	Life	567	0.00	476	0.00
11000	1000	52313	Dental	1,710	0.00	2,263	0.00
11000	1000	52314	Vision	235	0.00	273	0.00
11000	1000	52315	Disability	407	0.00	180	0.00
11000	1000	52500	Unemployment Compensation	6,050	0.00	845	0.00
11000	1000	52710	Workers Compensation Premium	0	0.00	6,211	0.00
11000	1000	52720	Workers Compensation Employer's Fee	153	0.00	125	0.00
<b>11000</b>	<b>1000</b>	<b>52000</b>	<b>Total: Personnel Services - Employee Benefits</b>	<b>145,333</b>	<b>0.00</b>	<b>150,359</b>	<b>0.00</b>
11000	1000	53000	Purchased Professional and Technical Services				
11000	1000	53330	Professional Development	2,514	0.00	4,000	0.00
11000	1000	53711	Other Charges	14,274	0.00	8,000	0.00
<b>11000</b>	<b>1000</b>	<b>53000</b>	<b>Total: Purchased Professional and Technical Services</b>	<b>16,788</b>	<b>0.00</b>	<b>12,000</b>	<b>0.00</b>
11000	1000	55000	Other Purchased Services				
11000	1000	55817	Student Travel	0	0.00	500	0.00
11000	1000	55819	Employee Travel - Teachers	157	0.00	500	0.00
11000	1000	55915	Other Contract Services	216	0.00	3,000	0.00
<b>11000</b>	<b>1000</b>	<b>55000</b>	<b>Total: Other Purchased Services</b>	<b>373</b>	<b>0.00</b>	<b>4,000</b>	<b>0.00</b>
11000	1000	56000	Supplies				
11000	1000	56112	Other Textbooks	9,221	0.00	10,335	0.00
11000	1000	56118	General Supplies and Materials	2,243	0.00	2,500	0.00
<b>11000</b>	<b>1000</b>	<b>56000</b>	<b>Total: Supplies</b>	<b>11,464</b>	<b>0.00</b>	<b>12,835</b>	<b>0.00</b>
<b>11000</b>	<b>1000</b>		<b>Total: Instruction</b>	<b>571,305</b>	<b>8.76</b>	<b>581,718</b>	<b>7.04</b>
11000	2100		Support Services				
11000	2100		Support Services-Students				
11000	2100	51000	Personnel Services - Compensation				
11000	2100	51100	Salaries Expense	30,400	1.00	45,000	1.00
11000	2100	51300	Additional Compensation	1,750	0.00	0	0.00
<b>11000</b>	<b>2100</b>	<b>51000</b>	<b>Total: Personnel Services - Compensation</b>	<b>32,150</b>	<b>1.00</b>	<b>45,000</b>	<b>1.00</b>
11000	2100	52000	Personnel Services - Employee Benefits				
11000	2100	52111	Educational Retirement	4,549	0.00	6,816	0.00
11000	2100	52112	ERA - Retiree Health	643	0.00	900	0.00
11000	2100	52210	FICA Payments	1,759	0.00	2,790	0.00
11000	2100	52220	Medicare Payments	413	0.00	653	0.00
11000	2100	52311	Health and Medical Premiums	4,602	0.00	0	0.00
11000	2100	52312	Life	57	0.00	68	0.00
11000	2100	52313	Dental	565	0.00	616	0.00
11000	2100	52314	Vision	93	0.00	102	0.00
11000	2100	52315	Disability	97	0.00	108	0.00
11000	2100	52500	Unemployment Compensation	0	0.00	90	0.00
11000	2100	52710	Workers Compensation Premium	0	0.00	662	0.00
11000	2100	52720	Workers Compensation Employer's Fee	17	0.00	18	0.00
<b>11000</b>	<b>2100</b>	<b>52000</b>	<b>Total: Personnel Services - Employee Benefits</b>	<b>12,795</b>	<b>0.00</b>	<b>12,823</b>	<b>0.00</b>
11000	2100	53000	Purchased Professional and Technical Services				
11000	2100	53211	Diagnosticians - Contracted	3,000	0.00	3,000	0.00
11000	2100	53212	Speech Therapists - Contracted	7,109	0.00	5,000	0.00
11000	2100	53213	Occupational Therapists - Contracted	6,206	0.00	6,500	0.00
11000	2100	53214	Therapists - Contracted	8,262	0.00	8,300	0.00

**State of New Mexico**  
**Public School Operating Budget**  
**Expenditure Detail**

<b>Budget Name: Moreno Valley High School 2021-2022</b>							
FD	FN	OBJ	Description	Estimated Amt	Estimated FTE	Projected Amt	Projected FTE
11000	2100	53215	Psychologists/Counselors - Contracted	12,116	0.00	12,000	0.00
<b>11000</b>	<b>2100</b>	<b>53000</b>	<b>Total: Purchased Professional and Technical Services</b>	<b>36,693</b>	<b>0.00</b>	<b>34,800</b>	<b>0.00</b>
<b>11000</b>	<b>2100</b>		<b>Total: Support Services-Students</b>	<b>81,638</b>	<b>1.00</b>	<b>92,623</b>	<b>1.00</b>
11000	2200		Support Services-Instruction				
11000	2200	51000	Personnel Services - Compensation				
11000	2200	51100	Salaries Expense	0	0.00	31,928	0.52
<b>11000</b>	<b>2200</b>	<b>51000</b>	<b>Total: Personnel Services - Compensation</b>	<b>0</b>	<b>0.00</b>	<b>31,928</b>	<b>0.52</b>
11000	2200	52000	Personnel Services - Employee Benefits				
11000	2200	52111	Educational Retirement	0	0.00	4,836	0.00
11000	2200	52112	ERA - Retiree Health	0	0.00	639	0.00
11000	2200	52210	FICA Payments	0	0.00	1,980	0.00
11000	2200	52220	Medicare Payments	0	0.00	463	0.00
11000	2200	52312	Life	0	0.00	68	0.00
11000	2200	52500	Unemployment Compensation	0	0.00	64	0.00
11000	2200	52710	Workers Compensation Premium	0	0.00	469	0.00
11000	2200	52720	Workers Compensation Employer's Fee	0	0.00	9	0.00
<b>11000</b>	<b>2200</b>	<b>52000</b>	<b>Total: Personnel Services - Employee Benefits</b>	<b>0</b>	<b>0.00</b>	<b>8,528</b>	<b>0.00</b>
<b>11000</b>	<b>2200</b>		<b>Total: Support Services-Instruction</b>	<b>0</b>	<b>0.00</b>	<b>40,456</b>	<b>0.52</b>
11000	2300		Support Services-General Administration				
11000	2300	51000	Personnel Services - Compensation				
11000	2300	51100	Salaries Expense	51,840	1.00	97,440	1.00
<b>11000</b>	<b>2300</b>	<b>51000</b>	<b>Total: Personnel Services - Compensation</b>	<b>51,840</b>	<b>1.00</b>	<b>97,440</b>	<b>1.00</b>
11000	2300	52000	Personnel Services - Employee Benefits				
11000	2300	52111	Educational Retirement	7,336	0.00	14,762	0.00
11000	2300	52112	ERA - Retiree Health	1,037	0.00	1,949	0.00
11000	2300	52210	FICA Payments	2,841	0.00	6,041	0.00
11000	2300	52220	Medicare Payments	695	0.00	1,413	0.00
11000	2300	52311	Health and Medical Premiums	5,468	0.00	10,573	0.00
11000	2300	52312	Life	33	0.00	68	0.00
11000	2300	52313	Dental	333	0.00	616	0.00
11000	2300	52314	Vision	55	0.00	102	0.00
11000	2300	52500	Unemployment Compensation	0	0.00	195	0.00
11000	2300	52710	Workers Compensation Premium	381	0.00	1,432	0.00
11000	2300	52720	Workers Compensation Employer's Fee	9	0.00	18	0.00
<b>11000</b>	<b>2300</b>	<b>52000</b>	<b>Total: Personnel Services - Employee Benefits</b>	<b>18,188</b>	<b>0.00</b>	<b>37,169</b>	<b>0.00</b>
11000	2300	53000	Purchased Professional and Technical Services				
11000	2300	53330	Professional Development	6,737	0.00	6,000	0.00
11000	2300	53411	Auditing	4,903	0.00	4,903	0.00
11000	2300	53413	Legal	2,000	0.00	2,000	0.00
11000	2300	53414	Other Services	45,000	0.00	17,250	0.00
11000	2300	53711	Other Charges	5,873	0.00	5,000	0.00
<b>11000</b>	<b>2300</b>	<b>53000</b>	<b>Total: Purchased Professional and Technical Services</b>	<b>64,513</b>	<b>0.00</b>	<b>35,153</b>	<b>0.00</b>
11000	2300	55000	Other Purchased Services				
11000	2300	55812	Board Training	1,000	0.00	2,000	0.00
11000	2300	55915	Other Contract Services	6,896	0.00	7,000	0.00
<b>11000</b>	<b>2300</b>	<b>55000</b>	<b>Total: Other Purchased Services</b>	<b>7,896</b>	<b>0.00</b>	<b>9,000</b>	<b>0.00</b>
11000	2300	56000	Supplies				
11000	2300	56118	General Supplies and Materials	2,063	0.00	2,500	0.00
<b>11000</b>	<b>2300</b>	<b>56000</b>	<b>Total: Supplies</b>	<b>2,063</b>	<b>0.00</b>	<b>2,500</b>	<b>0.00</b>
<b>11000</b>	<b>2300</b>		<b>Total: Support Services-General Administration</b>	<b>144,500</b>	<b>1.00</b>	<b>181,262</b>	<b>1.00</b>
11000	2600		Operation & Maintenance of Plant				
11000	2600	54000	Purchased Property Services				
11000	2600	54411	Electricity	42,748	0.00	38,400	0.00
11000	2600	54413	Propane/Butane (Buildings)	6,300	0.00	4,800	0.00
11000	2600	54415	Water/Sewage	18,300	0.00	8,400	0.00
11000	2600	54416	Communication Services	3,660	0.00	4,200	0.00
11000	2600	54610	Rental - Land and Buildings	11,696	0.00	12,000	0.00
<b>11000</b>	<b>2600</b>	<b>54000</b>	<b>Total: Purchased Property Services</b>	<b>82,704</b>	<b>0.00</b>	<b>67,800</b>	<b>0.00</b>
11000	2600	55000	Other Purchased Services				
11000	2600	55200	Property/Liability Insurance	11,117	0.00	18,345	0.00

**State of New Mexico**  
**Public School Operating Budget**  
**Expenditure Detail**

Budget Name: Moreno Valley High School 2021-2022							
FD	FN	OBJ	Description	Estimated Amt	Estimated FTE	Projected Amt	Projected FTE
11000	2600	55000	<b>Total: Other Purchased Services</b>	11,117	0.00	18,345	0.00
11000	2600		<b>Total: Operation &amp; Maintenance of Plant</b>	93,821	0.00	86,145	0.00
11000	2000		<b>Total: Support Services</b>	319,959	2.00	400,486	2.52
11000			<b>Total: Operational</b>	891,264	10.76	982,204	9.56
24000			Federal Flow-through Grants				
24106			Entitlement IDEA-B				
24106	1000		Instruction				
24106	1000	51000	Personnel Services - Compensation				
24106	1000	51100	Salaries Expense	25,571	1.00	17,742	1.00
24106	1000	51000	<b>Total: Personnel Services - Compensation</b>	25,571	1.00	17,742	1.00
24106	1000	52000	Personnel Services - Employee Benefits				
24106	1000	52111	Educational Retirement	3,578	0.00	2,688	0.00
24106	1000	52112	ERA - Retiree Health	506	0.00	355	0.00
24106	1000	52210	FICA Payments	1,571	0.00	1,100	0.00
24106	1000	52220	Medicare Payments	376	0.00	257	0.00
24106	1000	52312	Life	76	0.00	68	0.00
24106	1000	52315	Disability	0	0.00	65	0.00
24106	1000	52720	Workers Compensation Employer's Fee	20	0.00	18	0.00
24106	1000	52000	<b>Total: Personnel Services - Employee Benefits</b>	6,127	0.00	4,551	0.00
24106	1000		<b>Total: Instruction</b>	31,698	1.00	22,293	1.00
24106	2000		Support Services				
24106	2100		Support Services-Students				
24106	2100	53000	Purchased Professional and Technical Services				
24106	2100	53211	Diagnosticians - Contracted	0	0.00	630	0.00
24106	2100	53000	<b>Total: Purchased Professional and Technical Services</b>	0	0.00	630	0.00
24106	2100		<b>Total: Support Services-Students</b>	0	0.00	630	0.00
24106	2000		<b>Total: Support Services</b>	0	0.00	630	0.00
24106			<b>Total: Entitlement IDEA-B</b>	31,698	1.00	22,923	1.00
24308			CRRSA, ESSER II				
24308	1000		Instruction				
24308	1000	51000	Personnel Services - Compensation				
24308	1000	51100	Salaries Expense	0	0.00	20,500	0.50
24308	1000	51000	<b>Total: Personnel Services - Compensation</b>	0	0.00	20,500	0.50
24308	1000	52000	Personnel Services - Employee Benefits				
24308	1000	52111	Educational Retirement	0	0.00	3,106	0.00
24308	1000	52112	ERA - Retiree Health	0	0.00	410	0.00
24308	1000	52210	FICA Payments	0	0.00	1,271	0.00
24308	1000	52220	Medicare Payments	0	0.00	301	0.00
24308	1000	52720	Workers Compensation Employer's Fee	0	0.00	9	0.00
24308	1000	52000	<b>Total: Personnel Services - Employee Benefits</b>	0	0.00	5,097	0.00
24308	1000	53000	Purchased Professional and Technical Services				
24308	1000	53414	Other Services	0	0.00	5,000	0.00
24308	1000	53711	Other Charges	0	0.00	5,000	0.00
24308	1000	53000	<b>Total: Purchased Professional and Technical Services</b>	0	0.00	10,000	0.00
24308	1000	55000	Other Purchased Services				
24308	1000	55817	Student Travel	0	0.00	1,000	0.00
24308	1000	55819	Employee Travel - Teachers	0	0.00	1,000	0.00
24308	1000	55915	Other Contract Services	0	0.00	5,000	0.00
24308	1000	55000	<b>Total: Other Purchased Services</b>	0	0.00	7,000	0.00
24308	1000	56000	Supplies				
24308	1000	56113	Software	0	0.00	5,000	0.00
24308	1000	56118	General Supplies and Materials	0	0.00	11,057	0.00
24308	1000	56000	<b>Total: Supplies</b>	0	0.00	16,057	0.00
24308	1000		<b>Total: Instruction</b>	0	0.00	58,654	0.50
24308			<b>Total: CRRSA, ESSER II</b>	0	0.00	58,654	0.50
24000			<b>Total: Federal Flow-through Grants</b>	31,698	1.00	81,577	1.50
27000			State Flow-through Grants				
27107			27107 GOB Library				
27107	2000		Support Services				
27107	2200		Support Services-Instruction				

**State of New Mexico**  
**Public School Operating Budget**  
**Expenditure Detail**

Budget Moreno Valley High School 2021-2022							
Name:							
FD	FN	OBJ	Description	Estimated Amt	Estimated FTE	Projected Amt	Projected FTE
27107	2200	56000	Supplies				
27107	2200	56114	Library And Audio-Visual	2,441	0.00	2,267	0.00
<b>27107</b>	<b>2200</b>	<b>56000</b>	<b>Total: Supplies</b>	<b>2,441</b>	<b>0.00</b>	<b>2,267</b>	<b>0.00</b>
<b>27107</b>	<b>2200</b>		<b>Total: Support Services-Instruction</b>	<b>2,441</b>	<b>0.00</b>	<b>2,267</b>	<b>0.00</b>
<b>27107</b>	<b>2000</b>		<b>Total: Support Services</b>	<b>2,441</b>	<b>0.00</b>	<b>2,267</b>	<b>0.00</b>
<b>27107</b>			<b>Total: 27107 GOB Library</b>	<b>2,441</b>	<b>0.00</b>	<b>2,267</b>	<b>0.00</b>
<b>27000</b>			<b>Total: State Flow-through Grants</b>	<b>2,441</b>	<b>0.00</b>	<b>2,267</b>	<b>0.00</b>
29000			Combined State/Local Grants				
29102			Private Dir Grants (Categorical)				
29102	1000		Instruction				
29102	1000	51000	Personnel Services - Compensation				
29102	1000	51300	Additional Compensation	0	0.00	1,200	0.00
<b>29102</b>	<b>1000</b>	<b>51000</b>	<b>Total: Personnel Services - Compensation</b>	<b>0</b>	<b>0.00</b>	<b>1,200</b>	<b>0.00</b>
29102	1000	53000	Purchased Professional and Technical Services				
29102	1000	53330	Professional Development	12,500	0.00	19,100	0.00
29102	1000	53711	Other Charges	0	0.00	11,000	0.00
<b>29102</b>	<b>1000</b>	<b>53000</b>	<b>Total: Purchased Professional and Technical Services</b>	<b>12,500</b>	<b>0.00</b>	<b>30,100</b>	<b>0.00</b>
29102	1000	54000	Purchased Property Services				
29102	1000	54311	Maintenance & Repair - Furniture/Fixtures/Equipment	0	0.00	2,000	0.00
<b>29102</b>	<b>1000</b>	<b>54000</b>	<b>Total: Purchased Property Services</b>	<b>0</b>	<b>0.00</b>	<b>2,000</b>	<b>0.00</b>
29102	1000	55000	Other Purchased Services				
29102	1000	55817	Student Travel	0	0.00	1,000	0.00
29102	1000	55915	Other Contract Services	6,522	0.00	5,000	0.00
<b>29102</b>	<b>1000</b>	<b>55000</b>	<b>Total: Other Purchased Services</b>	<b>6,522</b>	<b>0.00</b>	<b>6,000</b>	<b>0.00</b>
29102	1000	56000	Supplies				
29102	1000	56118	General Supplies and Materials	1,155	0.00	45,358	0.00
<b>29102</b>	<b>1000</b>	<b>56000</b>	<b>Total: Supplies</b>	<b>1,155</b>	<b>0.00</b>	<b>45,358</b>	<b>0.00</b>
<b>29102</b>	<b>1000</b>		<b>Total: Instruction</b>	<b>20,177</b>	<b>0.00</b>	<b>84,658</b>	<b>0.00</b>
29102	2000		Support Services				
29102	2300		Support Services-General Administration				
29102	2300	51000	Personnel Services - Compensation				
29102	2300	51100	Salaries Expense	44,160	0.50	0	0.00
<b>29102</b>	<b>2300</b>	<b>51000</b>	<b>Total: Personnel Services - Compensation</b>	<b>44,160</b>	<b>0.50</b>	<b>0</b>	<b>0.00</b>
29102	2300	52000	Personnel Services - Employee Benefits				
29102	2300	52111	Educational Retirement	6,249	0.00	0	0.00
29102	2300	52112	ERA - Retiree Health	883	0.00	0	0.00
29102	2300	52210	FICA Payments	2,532	0.00	0	0.00
29102	2300	52220	Medicare Payments	592	0.00	0	0.00
29102	2300	52311	Health and Medical Premiums	4,666	0.00	0	0.00
29102	2300	52312	Life	28	0.00	0	0.00
29102	2300	52313	Dental	283	0.00	0	0.00
29102	2300	52314	Vision	47	0.00	0	0.00
29102	2300	52315	Disability	8	0.00	0	0.00
<b>29102</b>	<b>2300</b>	<b>52000</b>	<b>Total: Personnel Services - Employee Benefits</b>	<b>15,288</b>	<b>0.00</b>	<b>0</b>	<b>0.00</b>
<b>29102</b>	<b>2300</b>		<b>Total: Support Services-General Administration</b>	<b>59,448</b>	<b>0.50</b>	<b>0</b>	<b>0.00</b>
<b>29102</b>	<b>2000</b>		<b>Total: Support Services</b>	<b>59,448</b>	<b>0.50</b>	<b>0</b>	<b>0.00</b>
<b>29102</b>			<b>Total: Private Dir Grants (Categorical)</b>	<b>79,625</b>	<b>0.50</b>	<b>84,658</b>	<b>0.00</b>
<b>29000</b>			<b>Total: Combined State/Local Grants</b>	<b>79,625</b>	<b>0.50</b>	<b>84,658</b>	<b>0.00</b>
31701			Capital Improvements SB-9 Local				
31701	2000		Support Services				
31701	2300		Support Services-General Administration				
31701	2300	53000	Purchased Professional and Technical Services				
31701	2300	53712	County Tax Collection Costs	1,034	0.00	1,197	0.00
<b>31701</b>	<b>2300</b>	<b>53000</b>	<b>Total: Purchased Professional and Technical Services</b>	<b>1,034</b>	<b>0.00</b>	<b>1,197</b>	<b>0.00</b>
<b>31701</b>	<b>2300</b>		<b>Total: Support Services-General Administration</b>	<b>1,034</b>	<b>0.00</b>	<b>1,197</b>	<b>0.00</b>
<b>31701</b>	<b>2000</b>		<b>Total: Support Services</b>	<b>1,034</b>	<b>0.00</b>	<b>1,197</b>	<b>0.00</b>
31701	4000		Capital Outlay				
31701	4000	54000	Purchased Property Services				
31701	4000	54315	Maintenance & Repair - Bldgs/Grnds/Equipment (SB-9)	137,094	0.00	59,010	0.00
31701	4000	54500	Construction Services	0	0.00	45,000	0.00

**State of New Mexico**  
**Public School Operating Budget**  
**Expenditure Detail**

Budget Name: Moreno Valley High School 2021-2022							
FD	FN	OBJ	Description	Estimated Amt	Estimated FTE	Projected Amt	Projected FTE
31701	4000	54000	<b>Total: Purchased Property Services</b>	137,094	0.00	104,010	0.00
31701	4000	56000	Supplies				
31701	4000	56118	General Supplies and Materials	20,043	0.00	59,010	0.00
31701	4000	56000	<b>Total: Supplies</b>	20,043	0.00	59,010	0.00
31701	4000	57000	Property				
31701	4000	57331	Fixed Assets (more than \$5,000)	0	0.00	20,000	0.00
31701	4000	57000	<b>Total: Property</b>	0	0.00	20,000	0.00
31701	4000		<b>Total: Capital Outlay</b>	157,137	0.00	183,020	0.00
31701			<b>Total: Capital Improvements SB-9 Local</b>	158,171	0.00	184,217	0.00
31703			SB-9 State Match Cash				
31703	4000		Capital Outlay				
31703	4000	54000	Purchased Property Services				
31703	4000	54315	Maintenance & Repair - Bldgs/Grnds/Equipment (SB-9)	0	0.00	2,371	0.00
31703	4000	54000	<b>Total: Purchased Property Services</b>	0	0.00	2,371	0.00
31703	4000		<b>Total: Capital Outlay</b>	0	0.00	2,371	0.00
31703			<b>Total: SB-9 State Match Cash</b>	0	0.00	2,371	0.00
			Total: Expenditure	1,163,199	12.26	1,337,294	11.06

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL  
SCHOOL DISTRICT NO. 3**

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ANNUAL FINANCIAL REPORT  
AND  
SUPPLEMENTAL INFORMATION  
YEAR ENDED JUNE 30, 2020  
WITH  
REPORT OF CERTIFIED PUBLIC ACCOUNTANTS

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INTRODUCTORY SECTION  
OF  
CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3

ANNUAL FINANCIAL REPORT  
FISCAL YEAR 2020

JULY 1, 2019 THROUGH JUNE 30, 2020



EXCELLENCE IN EDUCATION

Our district resides in northeastern New Mexico where the Sangre de Cristo mountains meet the eastern plains and is a part of the Mountain Branch of the Old Santa Fe Trail and the Moreno Valley. We provide educational services to the towns and surrounding areas of Cimarron, Angel Fire, and Eagle Nest. Our schools consist of Cimarron Elementary/Middle Schools, Eagle Nest Elementary/Middle Schools, and Cimarron High School. We take great pride in our communities and believe in investing in our children.

## Our Mission

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*Cimarron Municipal Schools will work hand-in-hand with our families and community to provide our students the experience of a safe and challenging educational environment through staff who know and nurture every child.*

## Our Vision

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*To inspire our students to realize their individual potential in an ever-changing world.*

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# TABLE OF CONTENTS

Year Ended June 30, 2020

## INTRODUCTORY SECTION

	Title Page
iii	Table of Contents
vii	Official Roster

## FINANCIAL SECTION

3	Independent Auditors' Report
---	------------------------------

### BASIC FINANCIAL STATEMENTS:

#### Government-Wide Financial Statements:

6	Statement of Net Position
8	Statement of Activities

#### Fund Financial Statements:

9	Balance Sheet – Governmental Funds
10	Reconciliation of the Balance Sheet – All Governmental Funds to the Statement of Net Position
11	Statement of Revenues, Expenditures, and Changes in Fund Balance – Governmental Funds
12	Reconciliation of the Statement of Revenue, Expenditures, and Changes In Fund Balance – All Governmental Funds to the Statement of Activities

#### Major Funds:

13	Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis): General Fund
14	Statement of Fiduciary Assets and Liabilities – Agency Funds
15	Notes to the Financial Statements

### REQUIRED SUPPLEMENTARY INFORMATION:

#### CIMARRION MUNICIPAL SCHOOLS

53	Schedule of the District's Proportionate Share of Net Pension Liability
53	Schedule of District's Contributions
54	Schedule of the District's Proportionate Share of Net OPEB Liability
54	Schedule of District's Contributions

#### MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL

55	Schedule of the Charter School's Proportionate Share of Net Pension Liability
55	Schedule of Charter School's Contributions
56	Schedule of the Charter School's Proportionate Share of Net OPEB Liability
56	Schedule of Charter School's Contributions
57	Notes to the Required Supplementary Information

# TABLE OF CONTENTS

Year Ended June 30, 2020

## OTHER SUPPLEMENTAL INFORMATION:

### Combining and Individual Fund Financial Statements and Schedules:

#### General Fund:

62	Combining Balance Sheet	
63	Combining Statement of Revenues, Expenditures, and Changes in Fund Balance	
	Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis):	
		<u>Fund #</u>
64	Operating Fund	11000
65	Transportation Fund	13000
66	Instructional Materials Fund	14000

#### Nonmajor Governmental Funds:

71	Combining Balance Sheet	
78	Combining Statement of Revenues, Expenditures, and Changes in Fund Balance	

### State Required Disclosures:

#### Fiduciary Funds:

88	Schedule of Changes in Assets and Liabilities – All Agency Funds	
89	Schedule of Pledged Collateral	
91	Schedule of Deposit and Investment Accounts	
92	Cash Reconciliation	

### Component Units:

#### Moreno Valley High School Charter School:

94	Statement of Net Position	
95	Statement of Activities	
97	Combining Balance Sheet	
99	Reconciliation of the Balance Sheet – All Governmental Funds to the Statement of Net Position	
100	Combining Statement of Revenues, Expenditures, and Changes in Fund Balance	
102	Reconciliation of the Statement of Revenue, Expenditures, and Changes In Fund Balance – All Governmental Funds to the Statement of Activities	
	Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis):	

#### General Funds:

103	Operating Fund	11000
104	Instructional Materials Fund	14000

#### Major Special Revenue Funds:

105	Private Direct Grants	29102
106	Statement of Fiduciary Assets and Liabilities – Agency Funds	

#### Fiduciary Funds:

107	Schedule of Changes in Assets and Liabilities – All Agency Funds	
108	Schedule of Pledged Collateral	
109	Schedule of Deposit and Investment Accounts	
110	Cash Reconciliation	

#### Moreno Valley High School Charter School:

112	Statement of Net Position	
113	Statement of Activities	
114	Statement of Cash Flows	

# TABLE OF CONTENTS

Year Ended June 30, 2020

---

## COMPLIANCE SECTION

- 117 Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed In Accordance With Government Auditing Standards
- 120 Schedule of Findings and Responses
- 128 Summary Schedule of Prior Year Audit Findings
- 129 Required Disclosure

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# OFFICIAL ROSTER

June 30, 2020

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## CIMARRON MUNICIPAL SCHOOLS

### BOARD OF EDUCATION

Nancy Hooker	President
Megan M. Mitchell	Vice-President
Fox V. Guinn	Secretary
Bret E. Wier	Member
Kari M. Jaramillo	Member

### SCHOOL OFFICIALS

Adan Estrada	Superintendent
Lawana Whitten	Outgoing Business Manager
Mary Sciacca	Incoming Business Manager
Amber Archuleta	Human Resources
Anita Padilla	Acct Payable/CPO

## MORENO VALLEY HIGH SCHOOL

### COUNCIL

Tim Bertucci	President
Nathan Hill	Vice-President
Lisa Olsen	Secretary
Ed McCracken	Treasurer
Matthew Mitchell	Member

### SCHOOL OFFICIALS

Tammy Dunn	Director
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## MORENO VALLEY EDUCATION FOUNDATION

### BOARD OF DIRECTORS

Richard Safford	President
Linda Colenda	Vice-President
Jenny Godfey Smith	Secretary
Melissa Grassmick	Member
Brian Renegar	Member

### FINANCE

Linda Wier	Accountant
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**FINANCIAL SECTION  
OF  
CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

**ANNUAL FINANCIAL REPORT  
FISCAL YEAR 2020**

**JULY 1, 2019 THROUGH JUNE 30, 2020**



**EXCELLENCE IN EDUCATION**

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## INDEPENDENT AUDITORS' REPORT

Brian S. Colón, Esq., State Auditor,  
The Board of Education, and Audit Committee of  
Cimarron Municipal School District No. 3

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information, and the budgetary comparison for the general fund of Cimarron Municipal School District No. 3, as of and for the year ended June 30, 2020, and the related notes to the financial statements which collectively comprise Cimarron Municipal School District No. 3's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to Cimarron Municipal School District No. 3's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Cimarron Municipal School District No. 3, as of June 30, 2020, and the respective changes in financial position thereof and the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Brian S. Colón, Esq., State Auditor,  
The Board of Education, and Audit Committee of  
Cimarron Municipal School District No. 3

### **Other Matters**

#### *Required Supplementary Information*

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Accounting principles generally accepted in the United States of America also require that the Schedule of Proportionate Share of the Net Pension Liability and Schedule of Contributions for pensions and OPEB on pages 53 through 57 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. Our opinion on the basic financial statements is not affected by this missing information.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Cimarron Municipal School District No. 3' basic financial statements. The supplemental information such as the budgetary comparisons for the major capital project fund, the combining and individual nonmajor fund financial statements, the budgetary comparisons for non-major special revenue funds, capital projects funds, debt service funds, and the other information, such as the other schedules required by 2.2.2.NMAC are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedules required by 2.2.2 NMAC are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with the auditing standards generally accepted in the United States of America. In our opinion, the other schedules required by 2.2.2 NMAC are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with Government Auditing Standards, we have also issued our report dated November 5, 2020 on our consideration of the Cimarron Municipal School District No. 3's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Cimarron Municipal School District No. 3's internal control over financial reporting and compliance.

  
Farmington, New Mexico  
November 5, 2020

BASIC FINANCIAL STATEMENTS  
OF  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

AS OF AND FOR THE YEAR ENDED  
JUNE 30, 2020

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

STATEMENT OF NET POSITION  
**June 30, 2020**

	<u>Governmental Activities</u>	<u>Moreno Valley High School</u>
<b>Assets</b>		
Cash and cash equivalents	\$ 3,132,807	\$ 553,461
Investments	-	
Receivables:		
Delinquent property taxes receivable	386,161	17,224
Grant	111,368	2,210
Interest	654	-
Due from other governments	39,780	-
Food inventory	1,720	-
Non-current:		
Restricted cash	4,454,140	-
Non-depreciable assets	1,148,139	151,920
Depreciable capital assets, net	<u>20,403,316</u>	<u>5,185</u>
<b>Total Assets</b>	<u>29,678,085</u>	<u>730,000</u>
<b>Deferred Outflows of Resources:</b>		
Contributions to pension subsequent to the measurement date	477,458	78,094
Net change in pension assumptions	1,134,282	156,626
Net change in proportionate share of pension liability	389,034	98,903
Contributions to OPEB subsequent to the measurement date	67,316	11,044
Net change in proportionate share of OPEB liability	<u>292,123</u>	<u>46,367</u>
<b>Total Deferred Outflows of Resources</b>	<u>\$ 2,360,213</u>	<u>391,034</u>

( cont'd; 1 of 2 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

STATEMENT OF NET POSITION  
 June 30, 2020

	<u>Governmental Activities</u>	<u>Moreno Valley High School</u>
<b>Liabilities</b>		
Accounts payable	\$ 33,668	2,511
Payroll liabilities	332,588	27,950
Accrued interest	40,165	-
Long-term liabilities other than pensions:		
Due within one year	865,000	-
Due in more than one year	8,615,567	-
Aggregate net pension liability	8,050,126	1,111,590
Aggregate OPEB liability	<u>2,273,239</u>	<u>314,187</u>
<b>Total Liabilities</b>	<u>20,210,353</u>	<u>1,456,238</u>
 <b>Deferred Inflows of Resources</b>		
Difference between expected and actual pension experience	210,983	29,133
Net difference between projected and actual investment earnings on pension plan investments	171,441	23,673
Net change in proportionate share of pension liability	5,671	117,528
Difference between expected and actual OPEB experience	572,062	79,066
Net difference between projected and actual investment earnings on OPEB plan investments	21,136	2,921
Net change in OPEB assumptions	733,692	101,405
Net change in proportionate share of OPEB liability	<u>-</u>	<u>40,159</u>
<b>Total Deferred Inflows of Resources</b>	<u>1,714,985</u>	<u>393,885</u>
 <b>Net Position</b>		
Net investment in capital assets	16,525,028	157,105
Restricted for:		
Inventories	1,720	-
General funds	34,141	-
Special revenue funds	910,274	163,129
Capital projects	1,308,644	264,188
Debt service	674,749	-
Unrestricted	<u>(9,341,596)</u>	<u>(1,313,511)</u>
<b>Total Net Position</b>	<u>\$ 10,112,960</u>	<u>\$ (729,089)</u>

( 2 of 2 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

STATEMENT OF ACTIVITIES  
 Year Ended June 30, 2020

Functions/Programs	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government Governmental Activities	Component Units
<b>Primary governmental activities:</b>						
Instruction	\$ 3,149,162	\$ 19,760	\$ 441,223	\$ 21,349	\$ (2,666,830)	
Support Services - Students	708,011	14,337	99,199	-	(594,475)	
Support Services - Instruction	77,958	-	10,923	-	(67,035)	
Support Services - General Administration	292,871	-	41,034	260	(251,577)	
Support Services - School Administration	316,759	-	44,381	-	(272,378)	
Central Services	206,872	-	28,985	-	(177,887)	
Operations & Maintenance of Plant	1,603,523	-	224,668	26,488	(1,352,367)	
Student Transportation	525,974	-	461,269	-	(64,705)	
Food Services	272,616	28,354	-	-	(244,262)	
Bond interest paid	104,535	-	-	-	(104,535)	
<b>Total governmental activities</b>	<b>\$ 7,258,281</b>	<b>\$ 62,451</b>	<b>\$ 1,351,682</b>	<b>\$ 48,097</b>	<b>(5,796,051)</b>	

<b>Component units:</b>						
Moreno Valley High School Charter School	\$ 1,112,061	\$ -	\$ 12,310	\$ 51,508		\$ (1,048,243)

General revenues:						
Taxes:						
Property Taxes:						
General purposes					161,045	-
Capital projects					685,815	111,682
Debt service					996,957	-
Oil and gas					86,206	-
State equalization					4,371,155	890,837
Grants and contributions not restricted					206,125	158,545
Pension income					2,209,179	416,422
OPEB income					97,978	24,874
Unrestricted investment earnings					14,731	41
Miscellaneous income					3,750	-
Total general revenues					8,832,941	1,602,401
<i>Change in net position</i>					3,036,890	554,158
<b>Net position - beginning</b>					7,076,070	(1,283,247)
<b>Net position - ending</b>					\$ 10,112,960	\$ (729,089)

The notes to the financial statements are an integral part of this statement.



STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

GOVERNMENTAL FUNDS

**Balance Sheet**  
**June 30, 2020**

	General Fund	Bond Building Fund 31100	Capital Improvements SB-9 (Local) Fund 31701	Other Governmental Funds	Total Governmental Funds
<b>Assets</b>					
Cash and cash equivalents	\$ 526,819	\$ -	\$ 794,390	\$ 1,811,598	\$ 3,132,807
Receivables:					
Property taxes	36,735	-	162,566	186,860	386,161
Grant	-	-	-	111,368	111,368
Interest	-	-	-	654	654
Due from other governments	3,471	-	14,937	21,372	39,780
Due from other funds	88,911	-	250,014	-	338,925
Food inventory	-	-	-	1,720	1,720
Restricted:					
Cash and cash equivalents	<u>-</u>	<u>4,002,894</u>	<u>-</u>	<u>451,246</u>	<u>4,454,140</u>
<b>Total assets</b>	<b><u>\$ 655,936</u></b>	<b><u>\$ 4,002,894</u></b>	<b><u>\$ 1,221,907</u></b>	<b><u>\$ 2,584,818</u></b>	<b><u>\$ 8,465,555</u></b>
<b>Liabilities, deferred inflows, and fund balance</b>					
Liabilities:					
Accounts payable	\$ 1,237	\$ 21,905	\$ 10,526	\$ -	\$ 33,668
Payroll liabilities - held payments	283,685	-	-	48,903	332,588
Due to other funds	<u>-</u>	<u>250,014</u>	<u>-</u>	<u>88,911</u>	<u>338,925</u>
<b>Total liabilities</b>	<b><u>284,922</u></b>	<b><u>271,919</u></b>	<b><u>10,526</u></b>	<b><u>137,814</u></b>	<b><u>705,181</u></b>
Deferred inflows of resources:					
Delinquent property taxes	<u>34,356</u>	<u>-</u>	<u>152,518</u>	<u>172,674</u>	<u>359,548</u>
Fund balance:					
Non-spendable:					
Inventories	-	-	-	1,720	1,720
Restricted for:					
Instructional materials	34,141	-	-	-	34,141
Food services	-	-	-	709,277	709,277
Extracurricular activities	-	-	-	27,472	27,472
Grantor restrictions	-	-	-	173,525	173,525
Capital projects	-	3,730,975	1,058,863	803,260	5,593,098
Debt service	-	-	-	559,408	559,408
Unassigned	<u>73,524</u>	<u>-</u>	<u>-</u>	<u>(332)</u>	<u>73,192</u>
<b>Total fund balance</b>	<b><u>336,658</u></b>	<b><u>3,730,975</u></b>	<b><u>1,058,863</u></b>	<b><u>2,274,330</u></b>	<b><u>7,400,826</u></b>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b><u>\$ 655,936</u></b>	<b><u>\$ 4,002,894</u></b>	<b><u>\$ 1,221,907</u></b>	<b><u>\$ 2,584,818</u></b>	<b><u>\$ 8,465,555</u></b>

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

RECONCILIATION OF THE BALANCE SHEET - ALL GOVERNMENTAL FUNDS  
 TO THE STATEMENT OF NET POSITION  
**June 30, 2020**

Amounts reported for governmental activities in the statement of net position are different because:

Fund balances - total governmental funds	\$	7,400,826
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Capital assets		36,969,679
Accumulated depreciation		(15,418,224)
Other assets are not available to pay for current-period expenditures and therefore are deferred in the funds.		
Property taxes receivable		359,548
Deferred outflow of resources are not financial resources, and therefore are not reported in the funds and include:		
Contributions to pension subsequent to the measurement date		477,458
Net change in pension assumptions		1,134,282
Net change in proportionate share of pension liability		389,034
Contributions to OPEB subsequent to the measurement date		67,316
Net change in proportionate share of OPEB liability		292,123
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds		
Bonds payable		(9,408,950)
Accrued interest payable		(40,165)
Bond premiums		(71,617)
Net pension liability		(8,050,126)
Net OPEB liability		(2,273,239)
Deferred inflow of resources are not financial resources, and therefore are not reported in the funds and include:		
Difference between expected and actual pension experience		(210,983)
Net difference between projected and actual investment earnings on pension plan investments		(171,441)
Net change in proportionate share of pension liability		(5,671)
Difference between expected and actual OPEB experience		(572,062)
Net difference between projected and actual investment earnings on OPEB plan investments		(21,136)
Net change in OPEB assumptions		<u>(733,692)</u>
Net position of governmental activities	\$	<u>10,112,960</u>

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

GOVERNMENTAL FUNDS  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**Year Ended June 30, 2020**

	<u>General Fund</u>	<u>Bond Building Fund 31100</u>	<u>Capital Improvements SB-9 (Local) Fund 31701</u>	<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
<b>Revenues:</b>					
Taxes:					
Property	\$ 163,172	\$ -	\$ 700,259	\$ 1,018,500	\$ 1,881,931
Oil and gas	8,638	-	34,553	43,015	86,206
Intergovernmental - federal grants	7,320	-	-	597,227	604,547
Intergovernmental - state grants	4,850,605	-	-	280,658	5,131,263
Contributions - private grants	93,625	-	-	112,500	206,125
Charges for services	19,760	-	-	42,691	62,451
Investment and interest income	14,731	2,894	11,171	21,059	49,855
Miscellaneous	<u>16,590</u>	<u>-</u>	<u>11,678</u>	<u>-</u>	<u>28,268</u>
<b>Total revenues</b>	<u>5,174,441</u>	<u>2,894</u>	<u>757,661</u>	<u>2,115,650</u>	<u>8,050,646</u>
<b>Expenditures:</b>					
Current:					
Instruction	2,807,657	-	-	480,895	3,288,552
Support services:					
Students	570,951	-	-	45,921	616,872
Instruction	5,710	-	-	65,346	71,056
General Administration	237,471	-	6,906	10,794	255,171
School Administration	260,536	-	-	15,448	275,984
Central Services	171,147	-	-	9,095	180,242
Operation & Maintenance of Plant	626,044	-	428,623	281,364	1,336,031
Student transportation	458,268	-	-	-	458,268
Food services operations	-	-	-	237,523	237,523
Capital outlay	-	211,919	225,199	80,243	517,361
Debt service:					
Principal retirement	-	-	-	901,050	901,050
Bond interest paid	-	-	-	124,429	124,429
Bond issuance costs	-	60,000	-	-	60,000
Other	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,078</u>	<u>1,078</u>
<b>Total expenditures</b>	<u>5,137,784</u>	<u>271,919</u>	<u>660,728</u>	<u>2,253,186</u>	<u>8,323,617</u>
<i>Excess (deficiency) of revenues over expenditures</i>	<u>36,657</u>	<u>(269,025)</u>	<u>96,933</u>	<u>(137,536)</u>	<u>(272,971)</u>
<b>Other financing sources and financing uses:</b>					
Sale of bonds	-	4,000,000	-	-	4,000,000
Refunds	<u>(8)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(8)</u>
<b>Total other financing sources and financing</b>	<u>(8)</u>	<u>4,000,000</u>	<u>-</u>	<u>-</u>	<u>3,999,992</u>
<i>Net change in fund balance</i>	36,649	3,730,975	96,933	(137,536)	3,727,021
<b>Fund balance at beginning of the year</b>	<u>300,009</u>	<u>-</u>	<u>961,930</u>	<u>2,411,866</u>	<u>3,673,805</u>
<b>Fund balance at end of the year</b>	<u>\$ 336,658</u>	<u>\$ 3,730,975</u>	<u>\$ 1,058,863</u>	<u>\$ 2,274,330</u>	<u>\$ 7,400,826</u>

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES ALL GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
**Year Ended June 30, 2020**

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - total governmental funds	\$ 3,727,021
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current year</p>	
Capital outlay	517,361
Depreciation	(920,868)
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.</p>	
<p>Accrued interest income:</p>	
June 30, 2019	
<p>Deferred property taxes at:</p>	
June 30, 2019	(397,662)
June 30, 2020	359,548
Prior year unearned revenues	(24,518)
<p>The issuance of long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. These differences in the treatment of long-term debt and related items consist of:</p>	
Current year principal payments	901,050
Bonds sold	(4,000,000)
Bond premium amortization	14,421
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.</p>	
<p>Compensated absences at:</p>	
June 30, 2019	3,133
<p>Accrued interest at:</p>	
June 30, 2019	45,638
June 30, 2020	(40,165)
Deferred contributions to pension plan	477,458
Deferred contributions to OPEB plan	67,316
Pension income	2,209,179
OPEB income	<u>97,978</u>
Change in net position of governmental activities	<u>\$ 3,036,890</u>

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

GENERAL FUND  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual (Non-GAAP Budgetary Basis)**  
**Year Ended June 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	(Budgetary Basis)	Final Budget Positive (Negative)
<b>Revenues:</b>				
Taxes:				
Property	\$ 158,480	\$ 158,480	\$ 160,758	\$ 2,278
Oil and gas	13,774	13,774	7,957	(5,817)
Intergovernmental - federal grants	-	-	7,320	7,320
Intergovernmental - state grants	4,833,060	4,865,350	4,850,605	(14,745)
Contributions - private grants	56,000	56,000	93,625	37,625
Charges for services	60,100	60,100	19,760	(40,340)
Investment and interest income	22,000	22,000	14,731	(7,269)
Miscellaneous	-	16,590	16,590	-
<b>Total revenues</b>	<b>5,143,414</b>	<b>5,192,294</b>	<b>5,171,346</b>	<b>(20,948)</b>
<b>Expenditures:</b>				
Current:				
Instruction	2,979,112	3,019,669	2,807,657	212,012
Support services:				
Students	592,339	572,614	570,951	1,663
Instruction	27,624	5,710	5,710	-
General Administration	279,591	246,050	237,471	8,579
School Administration	268,893	263,909	260,536	3,373
Central Services	187,969	178,945	171,147	7,798
Operation & Maintenance of Plant	569,226	731,982	630,153	101,829
Student transportation	461,269	461,276	461,276	-
Other Support services	17,739	17,739	-	17,739
<b>Total expenditures</b>	<b>5,383,762</b>	<b>5,497,894</b>	<b>5,144,901</b>	<b>352,993</b>
<i>Excess (deficiency) of revenues over expenditures</i>	(240,348)	(305,600)	26,445	332,045
<b>Other financing uses:</b>				
Refunds	-	-	(8)	(8)
<i>Net change in fund balance</i>	(240,348)	(305,600)	26,437	332,037
<i>Beginning cash balance budgeted</i>	240,348	305,600	-	(305,600)
<b>Fund balance at beginning of the year</b>	-	-	300,009	300,009
<b>Fund balance at end of the year</b>	\$ -	\$ -	326,446	\$ 326,446
<b>RECONCILIATION TO GAAP BASIS:</b>				
Change in property tax receivable			(2,502)	
Change in due from other governments			3,471	
Change in payables			7,116	
Change in deferred property taxes			2,127	
<b>Fund balance at end of the year (GAAP basis)</b>			\$ 336,658	

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3

AGENCY FUNDS  
Statement of Fiduciary Assets and Liabilities  
June 30, 2020

ASSETS

Pooled cash and investments	\$ <u>249,667</u>
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LIABILITIES

Deposits held for others	\$ <u>249,667</u>
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The notes to the financial statements are an integral part of this statement.



<b>NOTE</b>	<b>PAGE</b>
I. SUMMARY OF ALL SIGNIFICANT ACCOUNTING POLICIES	
A. Reporting Entity	16
1. Blended Component Units	
2. Discretely Presented Component Units	
B. Implementation of New Accounting Principles	17
C. Government-Wide and Fund Financial Statements	22
D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation	22
1. Major Funds	23
E. Assets, Liabilities, and Net Position or Equity	24
II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY	
A. Budgetary Information	29
B. Budgetary Violations	30
C. Deficit Fund Equity	30
III. DETAILED NOTES ON ALL FUNDS	
A. Cash and Temporary Investments	30
B. Receivables	31
C. Inter-Fund Receivables and Payables	32
D. Capital Assets	33
E. Long-Term Debt	34
IV. OTHER INFORMATION	40



## I. SUMMARY OF ALL SIGNIFICANT ACCOUNTING POLICIES

### A. Reporting Entity

Cimarron Municipal School District No. 3 (District) is a special purpose government corporation created under the provision of Chapter 22 Article 5, Paragraph 4, New Mexico Statutes 1978 and governed by an elected five-member Board of Education. The Board of Education is the basic level of government, which has oversight responsibility and control over all activities related to the public-school education in the Villages of Cimarron, Eagle Nest, and Angel Fire, New Mexico and the surrounding areas. The District is responsible for all activities related to public elementary and secondary school education within its jurisdiction. The District receives funding from local, state, and federal government sources and must comply with the requirements of these funding source entities.

The Board of Education is authorized to establish policies and regulations for its own government consistent with the laws of the State of New Mexico and the regulations of the Legislative Finance Committee. The School Board is comprised of five members who are elected for terms of four years. The District operates nineteen schools within its boundaries and, in conjunction with the regular educational programs, some of these schools offer special education. In addition, the District provides transportation and school food services for the students.

The District's financial statements include all entities over which the Board of Education exercises oversight responsibility. Oversight responsibility includes such aspects as appointment of governing body members, designation of management, the ability to significantly influence operations, and accountability for fiscal matters. Based upon the application of these criteria, no component units or fiduciary units were included in the financial statements.

Generally Accepted Accounting Principles (GAAP) requires that financial statements present the District (primary government) and its component units. A component unit is defined as a legally separate organization for which the elected officials of the primary government are financially accountable or other organizations for which the nature and significance of their relationship with a primary government are such that exclusion would cause the District's financial statements to be misleading. The District has one component unit that is required to be presented in accordance with Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial Reporting Entity* and GASB Statement No. 39, *Determining Whether Certain Organizations Are Component Units, an amendment of GASB Statement No. 14*, and GASB Statement No. 61, *The Financial Reporting Entity: Omnibus – an amendment of GASB Statements No. 14 and No. 34*.

#### 1. Blended Component Units

The District does not have any component units reported as blended component units.

#### 2. Discretely Presented Component Units

The District has one component unit reported as a discretely presented component unit. The basis, but not the only criterion for including a potential component unit within the reporting entity, is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Moreno Valley High School Charter School is considered a public school, accredited by the state board of public education and accountable to the school district's local school board for ensuring compliance with applicable laws, rules and charter provisions. Moreno Valley High School Charter School is chartered under Cimarron Municipal School District and is the financial responsibility of the District. Since the charter school relies on its charter from the District and a financial burden exists upon closure of the charter school or when the charter school is in need of financial assistance. Additionally, the Charter School has a component unit, Moreno Valley Foundation (Foundation). The Foundation was created for the purpose of providing financial support exclusively, or almost exclusively, to Moreno Valley High School and is reported as a component unit of the Charter School. Neither the District nor the Charter School appoint the Board of Directors of the Foundation. However, the Foundation's board of directors will have sitting members that are employees of the Charter School or are members of the Charter School's governing council. The Charter School and the Foundation do not have a separately issued report.

The summary of significant accounting policies of the District is presented to assist in the understanding of the District's financial statements. The financial statements and notes are the representation of Cimarron Municipal School District No. 3's management who is responsible for their integrity and objectivity. The financial statements of the District conform to GAAP as applied to governmental units. GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the government's accounting policies are described below.





I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

B. Implementation of New Accounting Principles

During fiscal year 2020, the District adopted the following Governmental Accounting Standards Board (GASB) Statements:

➤ **GASB Statement No. 95**, *Postponement of the Effective Dates of Certain Authoritative Guidance*

The primary objective of this Statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

The effective dates of certain provisions contained in the following pronouncements are postponed by one year:

Statement No. 83, Certain Asset Retirement Obligations

Statement No. 84, Fiduciary Activities

Statement No. 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements

Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period

Statement No. 90, Majority Equity Interests

Statement No. 91, Conduit Debt Obligations

Statement No. 92, Omnibus 2020

Statement No. 93, Replacement of Interbank Offered Rates

Implementation Guide No. 2017-3, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (and Certain Issues Related to OPEB Plan Reporting)

Implementation Guide No. 2018-1, Implementation Guidance Update—2018

Implementation Guide No. 2019-1, Implementation Guidance Update—2019

Implementation Guide No. 2019-2, Fiduciary Activities.

The effective dates of the following pronouncements are postponed by 18 months:

Statement No. 87, Leases

Implementation Guide No. 2019-3, Leases.

Earlier application of the provisions addressed in this Statement is encouraged and is permitted to the extent specified in each pronouncement as originally issued.

The requirements of this Statement are effective immediately.

➤ **GASB Statement No. 88**, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*

The objective of this Statement is to improve consistency in the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements, and to provide financial statement users with additional essential information about debt.

This Statement defines debt for purposes of disclosure in notes to financial statements and establishes additional financial statement note disclosure requirements related to debt obligations of governments, including direct borrowings (for example, a government entering into a loan agreement with a lender) and direct placements (for example, a government issuing a debt security directly to an investor). Direct borrowings and direct placements have terms negotiated directly with the investor or lender and are not offered for public sale. The requirements of this Statement apply to the financial statements of all state and local governments.



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

B. Implementation of New Accounting Principles (cont'd)

Other accounting standards that the District is currently reviewing for applicability and potential impact on the financial statements include:

➤ **GASB Statement No. 84, *Fiduciary Activities***

This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. An activity meeting the criteria should be reported in a fiduciary fund in the basic financial statements. Governments with activities meeting the criteria should present a statement of fiduciary net position and a statement of changes in fiduciary net position. An exception to that requirement is provided for a business-type activity that normally expects to hold custodial assets for three months or less. This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria. A fiduciary component unit, when reported in the fiduciary fund financial statements of a primary government, should combine its information with its component units that are fiduciary component units and aggregate that combined information with the primary government's fiduciary funds. This Statement also provides for recognition of a liability to the beneficiaries in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources. Events that compel a government to disburse fiduciary resources occur when a demand for the resources has been made or when no further action, approval, or condition is required to be taken or met by the beneficiary to release the assets.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018 (FYE June 30, 2020; Extended June 30, 2021). Earlier application is encouraged. Changes adopted to conform to the provisions of this Statement should be applied retroactively by restating financial statements, if practicable, for all prior periods presented. If restatement for prior periods is not practicable, the cumulative effect, if any, of applying this Statement should be reported as a restatement of beginning net position (or fund balance or fund net position, as applicable) for the earliest period restated. In the first period that this Statement is applied, the notes to the financial statements should disclose the nature of the restatement and its effect. Also, the reason for not restating prior periods presented should be disclosed.

➤ **GASB Statement No. 87, *Leases***

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

**Definition of a Lease** - A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. Any contract that meets this definition should be accounted for under the lease guidance, unless specifically excluded in this Statement.

The provisions of this Statement are effective for reporting periods beginning after December 15, 2019 (FYE June 30, 2021; Extended June 30, 2022).



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

B. Implementation of New Accounting Principles (cont'd)

➤ **GASB Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period***

This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. The requirements of this Statement apply to the financial statements of all state and local governments. In financial statements prepared using the economic resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expense in the period in which the cost is incurred. Such interest cost should not be capitalized as part of the historical cost of a capital asset. In financial statements prepared using the current financial resources measurement focus, interest cost incurred before the end of a construction period should be recognized as an expenditure on a basis consistent with governmental fund accounting principles.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2019 (FYE June 30, 2021; Extended June 30, 2022). Earlier application is encouraged.

➤ **GASB Statement No. 90, *Majority Equity Interests an amendment of GASB Statements No. 14 and No. 61***

The primary objectives of this Statement are to improve consistency in the measurement and comparability of the financial statement presentation of majority equity interests in legally separate organizations and to improve the relevance of financial statement information for certain component units.

This Statement modifies previous guidance for reporting a government's majority equity interest in a legally separate organization. This Statement also provides guidance for reporting a component unit if a government acquires a 100 percent equity interest in that component unit. The requirements of this Statement apply to the financial statements of all state and local governments.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2018 (FYE June 30, 2020; Extended June 30, 2021). Earlier application is encouraged.

➤ **GASB Statement No. 91, *Conduit Debt Obligations***

This Statement provides a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

The requirements of this Statement are effective for reporting periods beginning after December 15, 2020 (FYE June 30, 2022; Extended June 30, 2023). Earlier application is encouraged.

➤ **GASB Statement No. 92, *Omnibus 2020***

The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. This Statement addresses a variety of topics and includes specific provisions about the following:

The effective date of Statement No. 87, *Leases*, and Implementation Guide No. 2019-3, *Leases*, for interim financial reports

Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan

The applicability of Statements No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68*, and Amendments to Certain Provisions of GASB Statements 67 and 68, as amended, and No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, as amended, to reporting assets accumulated for postemployment benefits

The applicability of certain requirements of Statement No. 84, *Fiduciary Activities*, to postemployment benefit arrangements

Measurement of liabilities (and assets, if any) related to asset retirement obligations (AROs) in a government acquisition



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

B. Implementation of New Accounting Principles (cont'd)

Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers

Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature

Terminology used to refer to derivative instruments.

The requirements of this Statement are effective as follows:

The requirements related to the effective date of Statement 87 and Implementation Guide 2019-3, reinsurance recoveries, and terminology used to refer to derivative instruments are effective upon issuance.

The requirements related to intra-entity transfers of assets and those related to the applicability of Statements 73 and 74 are effective for fiscal years beginning after June 15, 2020 (FYE June 30, 2021; Extended June 30, 2022).

The requirements related to application of Statement 84 to postemployment benefit arrangements and those related to nonrecurring fair value measurements of assets or liabilities are effective for reporting periods beginning after June 15, 2020 (FYE June 30, 2021; Extended June 30, 2022).

The requirements related to the measurement of liabilities (and assets, if any) associated with AROs in a government acquisition are effective for government acquisitions occurring in reporting periods beginning after June 15, 2020 (FYE June 30, 2021; Extended June 30, 2022).

Earlier application is encouraged and is permitted by topic.

➤ **GASB Statement No. 93, *Replacement of Interbank Offered Rates***

Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, as amended, requires a government to terminate hedge accounting when it renegotiates or amends a critical term of a hedging derivative instrument, such as the reference rate of a hedging derivative instrument's variable payment. In addition, in accordance with Statement No. 87, *Leases*, as amended, replacement of the rate on which variable payments depend in a lease contract would require a government to apply the provisions for lease modifications, including remeasurement of the lease liability or lease receivable.

The objective of this Statement is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. This Statement achieves that objective by:

- Providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment
- Clarifying the hedge accounting termination provisions when a hedged item is amended to replace the reference rate
- Clarifying that the uncertainty related to the continued availability of IBORs does not, by itself, affect the assessment of whether the occurrence of a hedged expected transaction is probable
- Removing LIBOR as an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap
- Identifying a Secured Overnight Financing Rate and the Effective Federal Funds Rate as appropriate benchmark interest rates for the qualitative evaluation of the effectiveness of an interest rate swap
- Clarifying the definition of reference rate, as it is used in Statement 53, as amended

Providing an exception to the lease modifications guidance in Statement 87, as amended, for certain lease contracts that are amended solely to replace an IBOR as the rate upon which variable payments depend.



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

B. Implementation of New Accounting Principles (cont'd)

The removal of LIBOR as an appropriate benchmark interest rate is effective for reporting periods ending after December 31, 2021 (FYE June 30, 2022; Extended June 30, 2023). All other requirements of this Statement are effective for reporting periods beginning after June 15, 2020 (FYE June 30, 2022; Extended June 30, 2023). Earlier application is encouraged. The exceptions to the existing provisions for hedge accounting termination and lease modifications in this Statement will reduce the cost of the accounting and financial reporting ramifications of replacing IBORs with other reference rates. The reliability and relevance of reported information will be maintained by requiring that agreements that effectively maintain an existing hedging arrangement continue to be accounted for in the same manner as before the replacement of a reference rate. As a result, this Statement will preserve the consistency and comparability of reporting hedging derivative instruments and leases after governments amend or replace agreements to replace an IBOR.

➤ **GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements***

The requirements of this Statement will improve financial reporting by establishing the definitions of PPPs and APAs and providing uniform guidance on accounting and financial reporting for transactions that meet those definitions. That uniform guidance will provide more relevant and reliable information for financial statement users and create greater consistency in practice. This Statement will enhance the decision usefulness of a government's financial statements by requiring governments to report assets and liabilities related to PPPs consistently and disclose important information about PPP transactions. The required disclosures will allow users to understand the scale and important aspects of a government's PPPs and evaluate a government's future obligations and assets resulting from PPPs.

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022 (FYE June 30, 2023; Not extended), and all reporting periods thereafter. Earlier application is encouraged.

PPPs should be recognized and measured using the facts and circumstances that exist at the beginning of the period of implementation (or if applicable to earlier periods, the beginning of the earliest period restated).

➤ **GASB Statement No. 96, *Subscription-Based Information Technology Arrangements***

The requirements of this Statement will improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition. That definition and uniform guidance will result in greater consistency in practice. Establishing the capitalization criteria for implementation costs also will reduce diversity and improve comparability in financial reporting by governments. This Statement also will enhance the relevance and reliability of a government's financial statements by requiring a government to report a subscription asset and subscription liability for a SBITA and to disclose essential information about the arrangement. The disclosures will allow users to understand the scale and important aspects of a government's SBITA activities and evaluate a government's obligations and assets resulting from SBITAs.

The requirements of this Statement are effective for fiscal years beginning after June 15, 2022 (FYE June 30, 2023; Not extended), and all reporting periods thereafter. Earlier application is encouraged.

Assets and liabilities resulting from SBITAs should be recognized and measured using the facts and circumstances that existed at the beginning of the fiscal year in which this Statement is implemented. Governments are permitted, but are not required, to include in the measurement of the subscription asset capitalizable outlays associated with the initial implementation stage and the operation and additional implementation stage incurred prior to the implementation of this Statement.

➤ **GASB Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32***

The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.



## I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

### B. Implementation of New Accounting Principles (cont'd)

Effective Date: The requirements of this Statement are effective as follows:

The requirements in (1) paragraph 4 of this Statement as it applies to defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans and (2) paragraph 5 of this Statement are effective immediately.

The requirements in paragraphs 6–9 of this Statement are effective for fiscal years beginning after June 15, 2021 (FYE June 30, 2022).

All other requirements of this Statement are effective for reporting periods beginning after June 15, 2021 (FYE June 30, 2022).

Earlier application is encouraged and is permitted by specific requirement as follows:

Paragraph 4 of this Statement as it applies to arrangements other than defined contribution pension plans, defined contribution OPEB plans, or other employee benefit plans

Paragraphs 6–9 of this Statement and the supersession of the remaining requirements of Statement 32 (as detailed in paragraph 3 of this Statement).

### C. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) are prepared using the accrual basis of accounting and the information about the school district as a whole. These statements include the financial activities of the primary government, except for fiduciary funds. For the most part, the effect of interfund activity has been removed from these statements.

Interfund services provided and used are not eliminated in the consolidation of funds for the Statement of Activities. All interfund transactions that do not represent services provided and used between governmental funds are eliminated on the government-wide statements. Interfund activity and balances resulting from transactions with fiduciary funds are not eliminated. Instead, the fiduciary interfund activity and balances are treated as transactions with an external party.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and fiduciary funds even though the latter are excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

### D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues, net of estimated refunds and estimated uncollectable amounts, in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues.

The District reports all direct expenses by function in the statement of activities. Direct expenses are those that are clearly identifiable with a function. The District does not currently employ indirect cost allocation systems. Depreciation expense is specifically identified by function and is included in the direct expense of each function, except for that portion of depreciation that is identified as unallocated on the statement of activities.



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (cont'd)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Revenues received during the year but are applicable to subsequent years are reported as deferred inflows of resources. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Expenditures incurred during the year that are for the benefit of subsequent years are reported as deferred outflows of resources.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

Governmental funds are used to account for the District's general government activities, including the collection and disbursement of specific or legally restricted monies, the acquisition or construction of capital assets, and the servicing of long-term debt.

**General Fund** – The general fund is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Special Revenue Funds** are used to account for the proceeds of specific revenue sources – which are legally restricted to expenditures for specified purposes.

**Capital Projects Funds** are used to account for financial resources to be used for the acquisition or construction of major capital facilities.

**Debt Service Funds** are used to account for the payment of principal and interest on long-term debt. Debt service revenues are from taxes and other operating revenues, some of which are pledged specifically to repay certain outstanding bond issues.

GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis* requires the District to present certain governmental funds as major funds. In addition to the General Fund, the District reports the following major governmental funds:

➤ CAPITAL PROJECTS FUNDS

**Bond Building** (Fund No. 31100) Minimum Balance: None  
This fund provides financing for the construction of buildings, the purchase of equipment, and the acquisition and improvement of land. Funding is provided by the sale of general obligation bonds, which have been approved by the voters of the district.

**Capital Improvements SB-9 (Local)** (Fund No. 31701) Minimum Balance: None  
This fund provides financing for the purchase of equipment and capital improvements to School District property. Funding is received from a 2 mill property tax levy and interest earned on investments, under New Mexico Senate Bill 9.

➤ DEBT SERVICE FUNDS

**Debt Service Fund** (Fund No. 41000) Minimum Balance: None  
The debt service fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

Additionally, the government reports the following fund type:

**Fiduciary Funds** – The District is the trustee, or fiduciary, for certain funds. It is also responsible for other assets that—because of a trust arrangement—can be used only for the trust beneficiaries. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes. All of the District's fiduciary activities are reported in a separate statement of fiduciary net position and statement of changes in fiduciary net position. These activities are excluded from the District's government-wide financial statements because the District cannot use these assets to finance its operations.



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

E. Assets, Liabilities, and Net Position or Equity

1. *Deposits and investments*

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the investment of the District's funds in a wide variety of instruments including certificates of deposit and other similar obligations, state investment pool, and money market accounts. The District is also allowed to invest in United States Government obligations. All funds for the District must follow the above investment policies.

Deposits of funds may be made in interest or non-interest-bearing checking accounts in one or more banks or savings and loan associations within the geographical boundaries of the school district. Deposits may be made to the extent that they are insured by an agency of the United States or by collateral deposited as security or by bond given by the financial institution.

The rate of interest in non-demand interest-bearing accounts shall be set by the State Board of Finance, but in no case shall the rate of interest be less than one hundred percent of the asked price on United States treasury bills of the same maturity on the day of deposit.

Excess of funds may be temporarily invested in securities which are issued by the State or by the United States government, or by their departments or agencies, and which are either direct obligations of the State or the United States or are backed by the full faith and credit of those governments.

Restricted cash and cash equivalents are reserved for the payment of long-term debt payments and related interest.

2. *Receivables and payables*

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due from/to other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as "due from/to other funds."

The District's property taxes are levied each year on the assessed valuation of property located in the District as of the preceding January 1st. Mill levy rates are set by the State of New Mexico each year for the General Fund, Capital Improvements SB – 9 Fund, and Debt Service Fund. Taxes are payable in two equal installments on November 10th and April 10th following the levy and become delinquent after 30 days.

Under GASB Statement 33, property taxes are impressed non-exchange revenue. Assets from impressed non-exchange transactions are reported when the District has an enforceable legal claim to the asset. The enforceable legal claim date for property taxes is the assessment date. Taxes are payable in two equal installments on November 10 and April 10th following the levy and become delinquent after 30 days. Therefore, the District has recorded a delinquent tax receivable and revenue for taxes received within the sixty days following year-end. A receivable and deferred revenue have been recorded for uncollected delinquent taxes. On the government-wide financial statements, the district has recorded delinquent property taxes receivable and revenue for taxes assessed as of year-end that have not be collected, as prescribed in GASB 34. An allowance for refunds and uncollectible amounts has not been recorded.

3. *Inventories*

The District's method of accounting for inventory is the consumption method. Under the consumption approach, governments report inventories they purchase as an asset and defer the recognition of the expenditures until the period in which the inventories are actually consumed. Inventory is valued at cost. In the General Fund, inventory consists of expendable fuel reserves held for consumption. Inventory in the Food Service Fund consists of U.S.D.A. commodities and other purchased food and non-food supplies. The inventories in the Operational Fund and the Capital Improvements SB-9 Capital Projects Fund consist of operations and maintenance supplies. The cost of purchased inventory is recorded as an expenditure at the time individual inventory items are consumed. Commodities consumed during the year are reported as revenues and expenditures; unused commodities are reported as inventories.





**I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)**

**E. Assets, Liabilities, and Net Position or Equity (cont'd)**

4. *Capital assets*

Capital assets, which include property, plant, and equipment (software), are reported in the applicable governmental-wide financial statements. Beginning July 1, 2005, the threshold for defining Capital assets by the government was raised from \$1,000 to assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Software costs have been included with the cost of computer equipment and are capitalized with that equipment. The District does not develop software for internal use or any other use.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest on construction projects has not been capitalized.

Property, plant, and equipment of the primary government are depreciated using the straight-line method over the estimated useful lives.

<b>ESTIMATED USEFUL LIVES</b>	
<b>ASSETS</b>	<b>YEARS</b>
Buildings	25 - 50
Building improvements	7 - 20
Vehicles	5
Office equipment	5
Computer equipment	5

5. *Compensated absences*

The District policy is to permit employees to accumulate earned but unused vacation. Accumulated vacation and sick leave are not payable upon termination and is recorded as expenditures when it is paid.

6. *Long-term obligations*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, statement of Net Position. Bond premiums and discounts, as well as issuance costs, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discounts.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as capital projects expenditures.

7. *Pensions*

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions and pension expense, information about the fiduciary net position of the Education Retirement Board (ERB) and additions to/deductions from ERB's fiduciary net position have been determined on the same basis as they are reported by ERB. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

E. Assets, Liabilities, and Net Position or Equity (cont'd)

8. *Other Post-Employment Benefits*

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB and OPEB expense, information about the fiduciary net position of the Retiree Health Care Authority (RHCA) and additions to/deductions from RHCA's fiduciary net position have been determined on the same basis as they are reported by RHCA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

9. *Deferred Outflows/Inflows of Resources*

Both deferred inflows and outflows are reported in the Statement of Net Position, but are not recognized in the financial statements as revenues, expenses, and reduction of liabilities or increase in assets until the period(s) to which they relate.

In addition to assets, the District reports a separate section for deferred outflows of resources. This separate financial statement element represents a use of net position/fund balance that applies to future periods and will not be recognized as an expenditure until that time.

The District also reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position/fund balance that applies to future periods and so will not be recognized as a revenue until that time. Revenue must be susceptible to accrual (measurable and available to finance expenditures of the current fiscal period) to be recognized. If assets are recognized in connection with a transaction, but those assets are not yet available to finance expenditures of the current fiscal period, then the assets must be offset by a corresponding liability for deferred inflows of resources.

The District reports deferred outflows of resources for pension-related amounts for the District's share of the difference between projected and actual earnings, for the District's share of the difference between contributions to the individual plans and the proportionate share of the contributions, and for changes of assumptions or other inputs.

The District reports deferred inflows of resources for pension-related amounts in the government wide financial statements or the District's share of the difference between expected and actual experience and for the District's share of the difference between contributions to the individual plans and the proportionate share of the contributions.

Under the modified accrual basis of accounting, revenue and other fund financial resources are recognized in the period in which they become both measurable and available. Assets recorded in the fund financial statements for which the revenues are not available are reported as a deferred inflow of resources. Deferred inflows of resources are also comprised of property tax and long-term receivables that are unavailable in the fund statements.

10. *Fund balance*

a. *Non-Spendable*

The non-spendable fund balance classification includes amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example, inventories and prepaid amounts.

b. *Restricted*

Fund balance is reported as restricted when constraints placed on the use of resources are either (1) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or (2) imposed by law through constitutional provisions or enabling legislation.

c. *Committed*

Amounts that can only be used for specific purposes pursuant to constraints imposed by the formal action of the District's Board of Education should be reported as committed fund balance. The committed amounts cannot be used for any other purpose unless the District's Board of Education removes or changes the specified use by taking the same type of action it employed to previously commit those amounts. The District had committed fund balance in the amount of \$207,374 for expenditures in the subsequent year.



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

E. Assets, Liabilities, and Net Position or Equity (cont'd)

d. Assigned

Assigned fund balance includes (a) all remaining amounts, except for negative balances, that are reported in governmental funds, other than the general fund, that are not classified as non-spendable and are neither restricted nor committed and amounts in the general fund that are constrained by the District's intent to be used for specific purposes but are neither restricted nor committed. Intent, and removal of, is expressed by the Board of Education or the Finance Committee. The District did not have assigned fund balances for the year ended June 30, 2020.

e. Unassigned

The remaining fund balance, after all other classifications, within the general fund is reported as unassigned fund balance. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. In governmental funds other than the general fund, if expenditures incurred for specific purposes exceeded the amounts restricted, committed, or assigned to those purposes, a negative fund balance will be reported as unassigned fund balance.

When committed, assigned, and unassigned resources are available for use, it is the District's policy to use committed first followed by assigned and unassigned resources as they are needed.

11. *Net Position*

Net Position is presented on the Statement of Net Position and may be presented in any of three components.

a. Net investment in capital assets

This component of Net Position consists of capital assets, including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. The portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. That portion of the debt is included in restricted for capital projects.

b. Restricted Net Position

Net Position is reported as being restricted when the restriction is either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. Enabling legislation authorizes the government to assess, levy, charge, or otherwise mandate payment of resources (from external resource providers) and includes a legally enforceable requirement that those resources be used only for the specific purposes stipulated in the legislation.

c. Unrestricted Net Position

Unrestricted Net Position consists of Net Position that does not meet the definition of "net investment in capital assets" or "restricted."

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.

In the governmental environment, Net Position often is designated to indicate that management does not consider them to be available for general operations. In contrast to restricted Net Position, these types of constraints on resources are internal and management can remove or modify them. However, enabling legislation established by the reporting government should not be construed as an internal constraint.



I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

E. Assets, Liabilities, and Net Position or Equity (cont'd)

12. *Indirect Costs*

The District's General Fund receives indirect cost reimbursements from the various federal programs it administers. These reimbursements are for expenses incurred in performing administrative functions on behalf of the Special Revenue Funds. They are shown as expenditures in the Special Revenue Funds, and as other special federal revenue in the General Fund.

13. *Estimates*

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

14. *Inter-fund Transactions*

Quasi-external transactions are accounted for as revenues, expenditures or expenses. Transactions that constitute reimbursements to a fund from expenditures initially made from it that are properly applicable to another fund, are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the fund that is reimbursed. All other inter-fund transactions, except quasi-external transactions and reimbursements, are reported as transfers. Non-recurring or non-routine permanent transfers of equity are reported as residual equity transfers. All other inter-fund transfers are reported as operating transfers.

15. *Revenues*

**State Equalization Guarantee:** School districts in the State of New Mexico receive a 'state equalization guarantee distribution' which is defined as "that amount of money distributed to each school district to ensure that the school district's operating revenue, including its local and federal revenues as defined (in Chapter 22, Section 825, NMSA 1978) is at least equal to the school district's "program cost."

A school district's program costs are determined through the use of various formulas using 'program units' which take into consideration 1) early childhood education; 2) basic education; 3) special education; 4) bilingual-multicultural education, 5) size, etc. Payment is made from the public school fund under the authority of the Director of Public School Finance. The District received \$4,371,155 in state equalization guarantee distributions during the year ended June 30, 2020.

**Transportation Distribution:** School districts in the State of New Mexico received student transportation distributions. The transportation distribution is allocated to each school district in accordance with formulas developed by the State Transportation Director and the Director of Public School Finance. The funds shall be used only for the purpose of making payments to each school district for the to-and-from school transportation costs of students in grades K through twelve attending public school within the school district. The District received \$461,269 in transportation distributions during the year ended June 30, 2020.

**Instructional Materials:** The New Mexico Public Education Department (PED) receives federal mineral leasing funds from which it makes annual allocations to the various school districts for the purchase of educational materials. Of each allocation, fifty percent is restricted to the purchase of material listed on the PED 'Multiple List', while fifty percent of each allocation is available for purchases directly from vendors or transfer to the fifty percent account for purchase of material from the "Multiple List". Districts are allowed to carry forward unused textbook funds from year to year. The District received \$1 in instructional materials distributions during the year ended June 30, 2020.

16. *Tax Abatements*

Governmental Accounting Standards Board Statement No. 77 requires the District to disclose information on certain tax abatement agreements effecting the District. A tax abatement is created when a government enters into an agreement with an individual or entity in which the government promises to forgo tax revenues and the individual or entity promises to subsequently take a specific action that contributes to economic development or otherwise benefits the government or its citizens. Accordingly, there are four tax abatement agreements that effect the District for the year ended June 30, 2020 which are detailed in Note IV.E.



**II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

**A. Budgetary Information**

Budgets for the General, Special Revenue, Capital Projects, and Debt Service Funds are prepared by management and are approved by the local Board of Education and the Public-School Budget and Planning Unit of the Department of Education. Auxiliary student activity accounts are not budgeted.

These budgets are prepared on the Non-GAAP cash basis, excluding encumbrances, and secure appropriation of funds for only one year. Carryover funds must be re-appropriated in the budget of the subsequent fiscal year. The budget process in the State of New Mexico requires that the beginning cash balance be appropriated in the budget of the subsequent fiscal year. Such appropriated balance is legally restricted and is therefore presented as a reserved portion of fund balance.

Actual expenditures may not exceed the budget on a line item basis, i.e., each budgeted expenditure must be within budgeted amounts. Budgets may be amended in two ways. If a budget transfer is necessary within a major category called a 'series', this may be accomplished with only local Board of Education approval. If a transfer between 'series' or a budget increase is required, approval must also be obtained from Public School Finance Division.

The budgetary information presented in these financial statements has been amended in accordance with the above procedures.

The school district follows these procedures in establishing the budgetary data reflected in the financial statements:

1. In April or May, the superintendent submits to the Board of Education a proposed operating budget of the fiscal year commencing the following July. The operating budget includes proposed expenditures and the means of financing them and has approval by the Department of Education.
2. In May or June, the budget is approved by the Board of Education.
3. The school board meeting, while not intended for the general public, is open for the general public unless a closed meeting has been called for.
4. The superintendent is authorized to transfer budgeted amounts between departments within any fund; however, any revisions that alter the total expenditures of any fund must be approved by the school board and the State of New Mexico Department of Education.
5. Formal budgetary integration is employed as a management control device during the year for the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds.
6. Budgets for the General, Special Revenue, Capital Projects, and Debt Service Funds are adopted on a basis not consistent with generally accepted accounting principles (GAAP). Encumbrances are treated the same way for GAAP purposes and for Budget purposes.

The Board of Education may approve amendments to the appropriated budget, which are required when a change is made affecting budgeted ending fund balance. The appropriated budget for the year ended June 30, 2020 was properly amended by the Board through the year. New Mexico state law prohibits a Governmental Agency to exceed an individual line item. These amendments resulted in the following changes:

	ORIGINAL	FINAL
<b>Major Funds:</b>		
General Funds	\$ 5,383,762	\$ 5,497,894
Capital Projects Funds:		
Bond Building	626	4,000,000
Capital Improvements SB-9	1,785,024	1,827,319
Debt Service Funds:		
Debt Service	1,003,997	1,008,003
<b>Nonmajor Funds:</b>		
Special Revenue Funds	937,507	1,168,431
Capital Projects Funds	630,457	1,146,424
<b>Total Budget</b>	<u>\$ 10,871,299</u>	<u>\$ 15,814,574</u>



**II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY (cont'd)**

**B. Budgetary Violations**

The District did not have any budgetary violations during the year ended June 30, 2020.

**C. Deficit Fund Equity**

The District had deficit fund balance at June 30, 2020 as follows:

	DEFICIT FUND BALANCE
<b>Funds:</b>	
Transportation	\$ (145)
Title II Teacher Quality	(1)
Breakfast for Elementary Students	(331)
<b>Total deficit fund balances</b>	<b>\$ (477)</b>

These deficits will be funded by future grants or by the Operational Fund.

**III. DETAILED NOTES ON ALL FUNDS**

**A. Cash and Temporary Investments**

At June 30, 2020, the carrying amount of the District's deposits was \$7,586,947 and the deposit balance was \$7,757,090 with the difference consisting of outstanding checks.

	BALANCE
<b>Financial institution (FDIC):</b>	
In Bank	\$ 3,504,572
<b>State agencies:</b>	
New Mexico Finance Authority	4,454,140
<b>Nonbank trustee:</b>	
Manhattan Life	48,759
<b>Less:</b>	
Agency - InBank	(201,622)
Agency - Manhattan Life	(48,759)
Restricted cash and cash equivalents	(4,454,140)
Net reconciling items	(502,731)
<b>Add:</b>	
Payments held at yearend	332,588
<b>Total cash and equivalents</b>	<b>\$ 3,132,807</b>

Of the total cash and cash equivalents balance, \$298,378, was covered by federal depository insurance and \$7,865,305 was covered by collateral held in joint safekeeping by a third party.



III. DETAILED NOTES ON ALL FUNDS (cont'd)

A. Cash and Temporary Investments (cont'd)

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. New Mexico State Statutes require collateral pledged for deposits in excess of the federal deposit insurance to be delivered, or a joint safekeeping receipt be issued, to the District for at least one half of the amount on deposit with the institution. The District does not have a deposit policy for custodial credit risk, other than the following state statutes as put forth in the Public Money Act (Section 6-10-1 to 6-10-63, NMSA 1978). The statement listed below will meet the State of New Mexico Office of the State Auditor's requirement in reporting the uninsured portion of the deposits. As of June 30, 2020, none of the District's bank deposits was exposed to custodial risk as follows:

	INSURED	UNDER INSURED	TOTAL
<b>Bank deposits:</b>			
Uninsured and uncollateralized	\$ -	\$ -	\$ -
Uninsured and collateral held by pledging bank's trust dept not in the District's name	7,458,712	-	7,458,712
Total uninsured	7,458,712	-	7,458,712
Insured (FDIC)	298,378	-	298,378
Total deposits	\$ 7,757,090	\$ -	\$ 7,757,090
<b>State of New Mexico collateral requirement:</b>			
50% of uninsured public fund bank deposits	\$ 1,526,475	\$ -	\$ 1,526,475
Pledged security	7,865,305	-	7,865,305
Over collateralization	\$ 6,338,830	\$ -	\$ 6,338,830

The collateral pledged is listed on Schedule of Pledged Collateral in the Other Supplemental Information section of this report. The types of collateral allowed are limited to direct obligations of the United States Government and all bonds issued by any agency, district or political subdivision of the State of New Mexico. According to the Federal Deposit Insurance Authority, public unit deposits are funds owned by the schools. Time deposits, savings deposits and interest bearing "Now" accounts of a public unit in an institution in the same state will be insured up to \$250,000 in aggregate and separate from the \$250,000 coverage for public unit demand deposits at the same institution.

B. Receivables

Receivables as of year-end for the government's individual major funds and non-major funds in the aggregate, including the following:

	RECEIVABLES		DUE FROM OTHER	
	Property Taxes	Grants	Governments	Funds
<b>Major Funds:</b>				
General Funds	\$ 36,735	\$ -	\$ 3,471	\$ 88,911
Bond Building	-	-	-	-
Capital Improvements SB-9 (Local)	162,566	-	14,937	250,014
Debt Service	86,243	-	10,235	-
<b>Other Governmental Funds</b>	100,617	111,368	11,137	-
<b>Total</b>	\$ 386,161	\$ 111,368	\$ 39,780	\$ 338,925



**III. DETAILED NOTES ON ALL FUNDS (cont'd)**

**B. Receivables (cont'd)**

Governmental funds reported deferred revenue in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the current fiscal year, the various components of deferred revenue and unearned revenue reported in the governmental funds were as follows:

	UNAVAILABLE	UNEARNED
<b>Grant drawdowns prior to meeting all eligibility requirements</b>		
Other Governmental Funds	\$ -	\$ -
<b>Delinquent property taxes</b>		
General Fund	34,356	-
Bond Building	-	-
Capital Improvements SB-9 (Local)	152,518	-
Debt Service	79,388	-
Other Governmental Funds	93,286	-
<b>Total</b>	<u>\$ 359,548</u>	<u>\$ -</u>

**C. Inter-Fund Receivables and Payables**

The inter-fund receivables and payables at June 30, 2020 were:

	RECEIVABLES	PAYABLES
<b>Major Funds:</b>		
General Funds	\$ 88,911	\$ -
Bond Building	-	250,014
<b>Other Governmental Funds</b>		
Title I	-	13,684
Entitlement IDEA-B	-	24,663
IDEA-B Student Success	-	6,537
Title II Teacher Quality	-	5,348
Title XIX Medicaid	-	3,601
Libraries GO Bond 2012	-	6,363
Community Schools Planning Grant	-	28,384
Breakfast for Elementary Students	-	331
Capital Improvements SB-9	250,014	-
<b>Total</b>	<u>\$ 338,925</u>	<u>\$ 338,925</u>

The inter-fund loans were made for the purposes of cash shortfalls within the individual funds. The loans are expected to be repaid within the next fiscal year.





III. DETAILED NOTES ON ALL FUNDS (cont'd)

D. Capital Assets

Capital asset activity for the year ended June 30, 2020 was as follows:

	BEGINNING	INCREASES	DECREASES	ENDING
<b>Governmental activities:</b>				
<u>Capital assets not being depreciated:</u>				
Land	\$ 1,148,139	\$ -	\$ -	\$ 1,148,139
Construction in progress	-	-	-	-
Total capital assets not being depreciated	1,148,139	-	-	1,148,139
<u>Capital assets being depreciated:</u>				
Land improvements	1,216,883	51,245	-	1,268,128
Buildings and improvements	30,523,027	384,921	-	30,907,948
Furniture, fixtures, and equipment	3,564,269	81,195	-	3,645,464
Total capital assets being depreciated	35,304,179	517,361	-	35,821,540
Less accumulated depreciation for:				
Land improvements	(512,677)	(62,010)	-	(574,687)
Buildings and improvements	(12,026,187)	(646,408)	-	(12,672,595)
Furniture, fixtures, and equipment	(1,958,492)	(212,450)	-	(2,170,942)
Total accumulated depreciation	(14,497,356)	(920,868)	-	(15,418,224)
Total capital assets being depreciated, net	20,806,823	(403,507)	-	20,403,316
<b>Total capital assets, net</b>	<b>\$ 21,954,962</b>	<b>\$ (403,507)</b>	<b>\$ -</b>	<b>\$ 21,551,455</b>

Depreciation has been allocated to the functions by the following amounts:

	BALANCE
Instruction	\$ 407,712
Support Services - Students	91,664
Support Services - Instruction	10,093
Support Services - General Administration	37,917
Support Services - School Administration	41,010
Central Services	26,783
Operations & Maintenance of Plant	202,319
Student Transportation	68,075
Food Services	35,295
Total Depreciation Expense	\$ 920,868

The Schedule of Capital Assets Used by Source, and the Schedule of Changes in Capital Assets by Function and Activity have not been prepared because the detailed information is unavailable.

Construction commitments

The District is involved in long-term construction projects as part of their master plan for upgrading the district buildings. The amount in the capital projects funds designated for subsequent years expenditures are committed for funding these projects. Interest on construction projects is not capitalized.



III. DETAILED NOTES ON ALL FUNDS (cont'd)

E. Long-Term Debt

General Obligation Bonds – The District issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. Bonds are direct obligations and pledge the full faith and credit of the District. The bonds will be paid from taxes levied against property owners living within the District’s boundaries. The details of the bonds and notes as of June 30, 2020 are as follows:

BOND ISSUES	ISSUED DATE	BOND MATURITY	ORIGINAL AMOUNT	INTEREST RATES	BALANCE	CURRENT PORTION
Series 2015	03/24/15	Sep 2026	\$ 4,000,000	2.00% to 2.50%	\$ 2,015,000	\$ 265,000
Series 2016	08/01/16	Aug 2021	1,750,000	2.00% to 2.00%	535,000	290,000
Series 2017	06/23/17	Sep 2032	3,000,000	0.10% to 3.21%	2,595,000	110,000
Series 2018	11/21/18	Aug 2021	500,000	1.86% to 2.82%	263,950	200,000
Series 2020	05/29/20	Aug 2035	4,000,000	0.00% to 2.68%	4,000,000	-
Total			<u>\$ 13,250,000</u>		<u>\$ 9,408,950</u>	<u>\$ 865,000</u>

Balances shown for bonds and notes do not include unamortized premiums or deferred amounts on refinancing.

	BALANCE
Bonds payable	\$ 9,408,950
Less: current maturities	(865,000)
Unamortized:	
Bond premiums	71,617
Total non-current liabilities	<u>\$ 8,615,567</u>

Annual debt service requirements to maturity for general obligation bonds are as follows:

YEAR ENDING	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
JUNE 30,			
2021	\$ 865,000	\$ 176,150	\$ 1,041,150
2022	923,950	149,231	1,073,181
2023	640,000	135,857	775,857
2024	650,000	124,977	774,977
2025	665,000	113,554	778,554
2026 - 2030	3,025,000	371,928	3,396,928
2030 - 2031	2,335,000	89,325	2,424,325
2036	305,000	-	305,000
Total	<u>\$ 9,408,950</u>	<u>\$ 1,161,022</u>	<u>\$ 10,569,972</u>



III. DETAILED NOTES ON ALL FUNDS (cont'd)

F. Long-Term Debt (cont'd)

Changes in long term debt – During the year ended June 30, 2020 the following changes occurred in liabilities reported in the general obligation bonds account group:

BOND ISSUES	BEGINNING BALANCE	ADDITIONS	RETIREMENTS	ENDING BALANCE	DUE WITHIN ONE YEAR	
<b>Compensated absences:</b>						
Compensated vacation	\$ 3,133	\$ -	\$ 3,133	\$ -	\$ -	
<b>Bonds payable</b>						
<u>Original Amount</u>	<u>Issue</u>					
\$ 4,000,000	2015	2,285,000	-	270,000	2,015,000	265,000
1,750,000	2016	820,000	-	285,000	535,000	290,000
3,000,000	2017	2,705,000	-	110,000	2,595,000	110,000
500,000	2018	500,000	-	236,050	263,950	200,000
4,000,000	2020	-	4,000,000	-	4,000,000	-
<b>Total Bonds payable</b>		<u>6,310,000</u>		<u>901,050</u>	<u>9,408,950</u>	<u>865,000</u>
		<u>\$ 6,313,133</u>	<u>\$ 4,000,000</u>	<u>\$ 904,183</u>	<u>\$ 9,408,950</u>	<u>\$ 865,000</u>

The liability of compensated absences is liquidated with resources from the general fund and several special revenue funds.

New Debt

The District issued Series 2020 General Obligation Bonds in the amount of \$4,000,000 on May 29, 2020. The District will make the first interest payment on February 1, 2021 and will make the first principal payment on August 1, 2021. The bond series will mature on August 1, 2035 with interest rate of 0.00% to 2.68%. The District was at 36% bonding capacity after the issuance of GO Series 2020.

IV. COMPONENT UNIT

District management has determined that Moreno Valley High School Charter School (Charter School) is a major component unit of the District under Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial Reporting Entity* and GASB Statement No. 39, *Determining Whether Certain Organizations Are Component Units, an amendment of GASB Statement No. 14*, and GASB Statement No. 61, *The Financial Reporting Entity: Omnibus – an amendment of GASB Statements No. 14 and No. 34*. New Mexico Virtual Academy is chartered under the District and there exists a financial interdependency. Since the charter school relies on its charter from the District and a financial burden exists upon closure of the charter school or when the charter school is in need of financial assistance. The following are summarized details of the charter school's balances and transactions as of June 30, 2020 and for the year then ended:

District management has determined that the Moreno Valley High School Charter School is a component unit of the District under Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial Reporting Entity* and GASB Statement No. 39, *Determining Whether Certain Organizations Are Component Units, an amendment of GASB Statement No. 14*, and GASB Statement No. 61, *The Financial Reporting Entity: Omnibus – an amendment of GASB Statements No. 14 and No. 34*. Under the same standards management has determined that Moreno Valley Education Foundation is a component unit of Moreno Valley High School Charter School.

Moreno Valley High School Charter School was determined to be component unit of Cimarron Municipal Schools since a financial burden exists upon closure of the charter school or when the charter school is in need of financial assistance. Additionally, the New Mexico State Auditor, through Rule 2 NMAC 2.2, requires the inclusion of this unit in the reporting entity.

Moreno Valley Educational Foundation is a separate hut affiliated, self-sustaining, not-for-profit organization. The Foundation was established to provide support for the Moreno Valley High School Charter School and to promote, sponsor, and carry out charitable and related activities for Moreno Valley High School Charter School. It is governed by an independent board of volunteers. The Foundation is considered to be a component unit of the Moreno Valley High School Charter School because the purpose of the Foundation is to exclusively, or almost exclusively, benefit the District by soliciting contributions and managing the funds.



**IV. COMPONENT UNITS (cont'd)**

The following are summarized details for the component units' balances and transactions as of June 30, 2016 and for the year then ended:

**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**

**A. Cash and Temporary Investment**

Cash and Temporary Investments

At June 30, 2020, the carrying amount of the Charter School's deposits was \$494,309 and the bank balance was \$527,526 with the difference consisting of outstanding checks. Of this balance \$250,000 was covered by federal depository insurance and \$292,363 was covered by collateral held in joint safekeeping by a third party.

	BALANCE
<b>Financial institution:</b>	
InBank	\$ 523,465
Washington Federal	42,363
<b>Less:</b>	
Agency cash	(38,302)
Net reconciling items	(61,167)
<b>Add:</b>	
Payments held at yearend	27,950
<b>Total cash and equivalents</b>	<b>\$ 494,309</b>

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the Charter School's deposits may not be returned to it. New Mexico State Statutes require collateral pledged for deposits in excess of the federal deposit insurance to be delivered, or a joint safekeeping receipt be issued, to the Charter School for at least one half of the amount on deposit with the institution. The statement listed below will meet the State of New Mexico Office of the State Auditor's requirement in reporting the uninsured portion of the deposits. As of June 30, 2020, none of the Charter School's bank balance was exposed to custodial risk as follows:

	INSURED	UNDER INSURED	TOTAL
<b>Bank deposits:</b>			
Uninsured and uncollateralized	\$ -	\$ -	\$ -
Uninsured and collateral held by pledging bank's trust dept not in the District's name	273,464	-	273,464
Total uninsured	273,464	-	273,464
Insured (FDIC)	292,363	-	292,363
Total deposits	<b>\$ 565,827</b>	<b>\$ -</b>	<b>\$ 565,827</b>
<b>State of New Mexico collateral requirement:</b>			
50% of uninsured public fund bank deposits	\$ 136,732	\$ -	\$ 136,732
Pledged security	452,521	-	452,521
Over collateralization	<b>\$ 315,789</b>	<b>\$ -</b>	<b>\$ 315,789</b>

The collateral pledged is listed on Schedule of Pledged Collateral with the component unit financial statements in the Other Supplemental Information section of this report. The types of collateral allowed are limited to direct obligations of the United States Government and all bonds issued by any agency, district or political subdivision of the State of New Mexico. According to the Federal Deposit Insurance Authority, public unit deposits are funds owned by the schools. Time deposits, savings deposits and interest bearing "Now" accounts of a public unit in an institution in the same state will be insured up to \$250,000 in aggregate and separate from the \$250,000 coverage for public unit demand deposits at the same institution.



IV. COMPONENT UNITS (cont'd)

**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**

**B. Receivables**

Receivables as of year-end for the government's individual major funds and non-major funds in the aggregate, including the following:

	<u>RECEIVABLES</u>		<u>DUE FROM OTHER</u>	
	<u>Property Taxes</u>	<u>Grants</u>	<u>Governments</u>	<u>Funds</u>
<b>Major Funds:</b>				
General Funds	\$ -	\$ -	\$ -	\$ 2,210
Dairy Max	-	-	-	-
Ed Technology Equipment Act	-	-	-	-
<b>Other Governmental Funds</b>	<u>17,224</u>	<u>2,210</u>	-	-
<b>Total</b>	<u>\$ 17,224</u>	<u>\$ 2,210</u>	<u>\$ -</u>	<u>\$ 2,210</u>

An allowance for doubtful accounts has not been established. All receivables are expected to be collectible.

**C. Inter-Fund Transactions**

The inter-fund receivables and payables at June 30, 2020 were:

	<u>RECEIVABLES</u>	<u>PAYABLES</u>
<b>Major Funds:</b>		
General Funds	\$ 2,210	\$ -
<b>Other Governmental Funds</b>		
Libraries GO Bond 2012	-	<u>2,210</u>
<b>Total</b>	<u>\$ 2,210</u>	<u>\$ 2,210</u>

The inter-fund loans were made for the purposes of cash shortfalls within the individual funds. The loans are expected to be repaid within the next fiscal year.

There were not any inter-fund transfers during the year ended June 30, 2020.



IV. COMPONENT UNITS (cont'd)

**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**

**D. Capital Assets**

Capital asset activity for the year ended June 30, 2020 was as follows:

	BEGINNING	INCREASES	DECREASES	ENDING
<b>Governmental activities:</b>				
<u>Capital assets being depreciated:</u>				
Furniture, fixtures, and equipment	\$ 72,834	\$ 5,229	\$ -	\$ 78,063
Less accumulated depreciation for:				
Furniture, fixtures, and equipment	(72,834)	(44)	-	(72,878)
<b>Total capital assets, net</b>	<u>\$ -</u>	<u>\$ 5,185</u>	<u>\$ -</u>	<u>\$ 5,185</u>

The Schedule of Capital Assets Used by Source, and the Schedule of Changes in Capital Assets by Function and Activity have not been prepared because the detailed information is unavailable.

Depreciation has been allocated to the functions by the following amounts:

	BALANCE
Instruction	\$ 22
Support Services - Students	3
Support Services - General Administration	8
Operations & Maintenance of Plant	11
<b>Total Depreciation Expense</b>	<u>\$ 44</u>

Construction commitments

The Charter School is not currently involved in any long-term construction projects.

**MORENO VALLEY EDUCATION FOUNDATION**

**E. Cash and Temporary Investment**

At June 30, 2020, the Foundation's deposits were:

	BALANCE
<b>Financial institution (FDIC):</b>	
IN Bank	<u>\$ 59,152</u>



IV. COMPONENT UNITS (cont'd)

MORENO VALLEY EDUCATION FOUNDATION

F. Cash and Temporary Investment (cont'd)

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the Foundation's deposits may not be returned to it. New Mexico State Statutes require collateral pledged for deposits in excess of the federal deposit insurance to be delivered, or a joint safekeeping receipt be issued, to the Foundation for at least one half of the amount on deposit with the institution. The statement listed below will meet the State of New Mexico Office of the State Auditor's requirement in reporting the uninsured portion of the deposits. As of June 30, 2020, none of the Foundation's bank balance was exposed to custodial risk as follows:

	INSURED	UNDER INSURED	TOTAL
<b>Bank deposits:</b>			
Uninsured and uncollateralized	\$ -	\$ -	\$ -
Uninsured and collateral held by pledging bank's trust dept not in the Foundation's name	-	-	-
Total uninsured	-	-	-
Insured (FDIC)	59,152	-	59,152
Total deposits	\$ 59,152	\$ -	\$ 59,152
<b>State of New Mexico collateral requirement:</b>			
50% of uninsured public fund bank deposits	\$ -	\$ -	\$ -
Pledged security	-	-	-
Over collateralization	\$ -	\$ -	\$ -

The collateral pledged is listed on Schedule of Pledged Collateral with the component unit financial statements in the Other Supplemental Information section of this report. The types of collateral allowed are limited to direct obligations of the United States Government and all bonds issued by any agency, district or political subdivision of the State of New Mexico. According to the Federal Deposit Insurance Authority, public unit deposits are funds owned by the schools. Time deposits, savings deposits and interest bearing "Now" accounts of a public unit in an institution in the same state will be insured up to \$250,000 in aggregate and separate from the \$250,000 coverage for public unit demand deposits at the same institution.

F. Capital Assets

Capital asset activity for the year ended June 30, 2020 was as follows:

	BEGINNING	INCREASES	DECREASES	ENDING
<b>Governmental activities:</b>				
<u>Capital assets not being depreciated:</u>				
Land	\$ 151,920	\$ -	\$ -	\$ 151,920
<u>Capital assets being depreciated:</u>				
Furniture, fixtures, and equipment	41,696	-	-	41,696
Less accumulated depreciation for:				
Furniture, fixtures, and equipment	(41,696)	-	-	(41,696)
Total capital assets being depreciated, net	-	-	-	-
<b>Total capital assets, net</b>	<b>\$ 151,920</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 151,920</b>

The Schedule of Capital Assets Used by Source, and the Schedule of Changes in Capital Assets by Function and Activity have not been prepared because the detailed information is unavailable.



## V. OTHER INFORMATION

### A. Risk Management

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injury to employees; and natural disasters. The New Mexico Public Schools Insurance Authority (NMSIA) was formed on April 5, 1985 under the New Mexico Public Schools Insurance Authority Act, Chapter 22, Section 2 of the New Mexico Statutes Annotated (NMSA 1978), as amended, as an insurance fund to provide health, disability and life insurance coverage (benefits coverage), and property, casualty and workers' compensation insurance coverage (risk coverage) to participating public schools, school board members, public school employees, and retirees within the State of New Mexico. The District is one of 91 members that participate in NMPSIA. Participation in NMPSIA is mandatory for all K-12 public schools except those with enrollment exceeding 60,000 students. Participation is voluntary for other public education institutions. The District pays an annual premium to the pool for its general insurance coverage. The agreement for formation of NMPSIA provides that the pool will be self-sustaining through member premiums. NMPSIA establishes self-insured retentions by line of coverage and procures insurance or reinsurance, where indicated, in excess of the self-insured retention on a per occurrence basis. NMPSIA will publish its own financial report for the year ended June 30, 2020.

### B. Employee Retirement Plan

*Plan Description* - Substantially all of the District's full-time employees participate in a public employee retirement system authorized under the Educational Retirement Act (Chapter 22, Article 11, Sections 1 through 52, NMSA 1978). The Educational Retirement Board (ERB) is the administrator of the New Mexico Educational Employees' Retirement Plan (Plan), which is a cost-sharing multiple-employer defined benefit retirement plan. ERB issues a separate, publicly available financial report that includes the financial statements and required supplementary information for the plan. That report may be obtained [www.nmerb.org](http://www.nmerb.org), [www.saonm.org](http://www.saonm.org), or by writing to:

ERB  
P.O. Box 26129  
Santa Fe, New Mexico 87502-6129  
[www.nmerb.org](http://www.nmerb.org)

Membership in the Plan is a condition of employment. Employees of public schools, universities, regional cooperatives, special schools and state agencies providing educational programs, who are employed at more than 25% of a full-time equivalency, are required to be members of the Plan. There were 161,533 active, retired, and inactive members in fiscal year 2019; there were 156,789 active, retired, and inactive members in fiscal year 2018.

*Benefits Provided* - The plan provides for retirement benefits, disability benefits, survivor benefits and cost-of-living adjustments to plan members (certified teachers, and other employees of State public school districts, colleges and universities) and beneficiaries. Benefits are based on three components: Final Average Salary (FAS), years of both earned and allowed service credits, and a 2.35% factor. The gross annual benefit is determined by multiplying the three components together. FAS is the higher of annual earnings for the previous 20 calendar quarters prior to retirement or the highest average annual earnings for any 20 consecutive calendar quarters.

For members employed before July 1, 2010, a member is eligible to retire when one of the following events occurs: the member's age and earned service credit add up to the sum of 75 or more; the member is at least sixty-five years of age and has five or more years of earned service credit; or the member has service credit totaling 25 years or more.

Chapter 288, Laws of 2009 changed the eligibility requirements for new members first employed on or after July 1, 2010. The eligibility for a member who either becomes a new member on or after July 1, 2010, or at any time prior to that date refunded all member contributions and then became, or becomes, reemployed after that date is as follows: the member's age and earned service credit add up to the sum of 80 or more; the member is at least sixty-seven years of age and has five or more years of earned service credit; or the member has service credit totaling 30 years or more.

The benefit is paid as a monthly life annuity with a guarantee that, if the payments made do not exceed the member's accumulated contributions plus accumulated interest, determined as of the date of retirement, the balance will be paid in a lump sum to the member's surviving beneficiary. There are three benefit options available: single life annuity; single life annuity monthly benefit reduced to provide for a 100% survivor's benefit; or single life annuity monthly benefit is reduced to provide for a 50% survivor's benefit.





#### IV. OTHER INFORMATION (cont'd)

##### B. Employee Retirement Plan (cont'd)

Retired members and surviving beneficiaries receiving benefits receive an automatic cost of living adjustment (COLA) to their benefit commencing on July 1 following the later of: (i) the year a member retires, or (ii) the year in which a member attains age 65 (Tier 1 and Tier 2) or age 67 (Tier 3).

If the plan's funded ratio for the next preceding fiscal year is 100%, or greater, Section 22-11-31(C)(1) of the New Mexico Statutes Annotated defines the adjustment factor as  $\frac{1}{2}$  of the percentage increase of the consumer price index between the next preceding calendar year and the preceding calendar year. The adjustment factor cannot exceed four percent, nor be less than two percent. However, if the percentage increase of the consumer price index is less than two percent, the adjustment factor will be equal to the percentage increase of the consumer price index.

If the plan's funded ratio for the next preceding fiscal year is greater than 90%, but less than 100%, Section 22-11-31(C)(2) indicates that the adjustment factor for all non-disability retirements will be 95% of the adjustment factor defined in Section 22-11-31(C)(1) if the member had 25 or more years of service credit at retirement and whose annuity is less than or equal to the median adjusted annuity for the fiscal year next preceding the adjustment date. For all other retirees eligible for an adjustment, the adjustment factor will be 90% of the adjustment factor defined in Section 22-11-31(C)(1).

If the plan's funded ratio for the next preceding fiscal year is 90%, or less, Section 22-11-31(C)(3) indicates that the adjustment factor for all non-disability retirements will be 90% of the adjustment factor defined in Section 22-11-31(C)(1) if the member had 25 or more years of service credit at retirement and whose annuity is less than or equal to the median adjusted annuity for the fiscal year next preceding the adjustment date. For all other retirees eligible for an adjustment, the adjustment factor will be 80% of the adjustment factor defined in Section 22-11-31(C)(1).

Finally, annuities shall not be decreased in the event that there is a decrease in the consumer price index between the next preceding calendar year and the preceding calendar year.

As of July 1, 2013, for current and future retirees the COLA was immediately reduced until the plan is 100% funded. The COLA reduction was based on the median retirement benefit of all retirees excluding disability retirements. Retirees with benefits at or below the median and with 25 or more years of service credit will have a 10% COLA reduction; their average COLA will be 1.5%. All other retirees will have a 20% COLA reduction; their average COLA will be 1.6%. Once the funding is greater than 90%, the COLA reductions will decrease. The retirees with benefits at or below the median and with 25 or more years of service credit will have a 5% COLA reduction; their average COLA will be 1.7%. All other retirees will have a 10% COLA reduction; their average will be 1.8%. Members on disability retirement are entitled to a COLA commencing on July 1 of the third full year following disability retirement. A member on regular retirement who can prove retirement because of a disability may qualify for a COLA beginning July 1 in the third full year of retirement.

A member is eligible for a disability benefit provided (a) he or she has credit for at least 10 years of service, and (b) the disability is approved by ERB. The monthly benefit is equal to 2% of FAS times years of service, but not less than the smaller of (a) one-third of FAS or (b) 2% of FAS times year of service projected to age 60. The disability benefit commences immediately upon the member's retirement. Disability benefits are payable as a monthly life annuity, with a guarantee that, if the payments made do not exceed the member's accumulated contributions, determined as of the date of retirement, the balance will be paid in a lump sum to the member's surviving beneficiary. If the disabled member survives to age 60, the regular optional forms of payment are then applied. A member with five or more years of earned service credit on deferred status may retire on disability retirement when eligible under the Rule of 75 or when the member attains age 65.

The member, upon retirement, has three options as to how to receive the benefit.

Option A – If the member elects the Option A, there is no reduction to the monthly benefit other than any "Rule of 75" deductions or any community property or child support reductions. There will be no continuing benefit to a beneficiary or estate upon the retiree's death, except the balance, if any, of member contributions. Those contributions are usually exhausted in the first three to four years of retirement.

Option B – If the member elects Option B, the monthly benefit is reduced to provide for a 100% survivor's benefit. The reduced benefit is payable during the life of the member and upon the retiree's death, the same benefit is paid to the beneficiary for his or her lifetime. The named beneficiary may not be changed after the effective date of retirement since the amount of the option is calculated by using both the age of the member and the beneficiary. If the beneficiary predeceases the member, the member's benefit will be adjusted by returning it to the Option A Benefit amount. The IRS prohibits selection of Option B for a non-spouse beneficiary more than ten years younger than the member.



IV. OTHER INFORMATION (cont'd)

B. Employee Retirement Plan (cont'd)

Option C – If the member elects Option C, the monthly benefit is reduced to provide for a 50% survivor's benefit. The benefit is payable during the life of the member and upon the retiree's death, one half of the member's benefit is paid to the beneficiary for his or her lifetime. Here again, the named beneficiary may not be changed after the effective date of retirement. If the beneficiary predeceases the member, the member's benefit is adjusted by returning it to the Option A Benefit amount.

Under the provisions of Options B and C coverage, the beneficiary must be a person, and only one beneficiary may be named. The term beneficiary means a person having an insurable interest in the life of the member.

Contributions

The wage category definition increased from \$20,000 in the year ended June 30, 2019 to \$24,000 in the year ended June 30, 2020. Educational employers contributed to the pension plan based on the following rate schedule.

Fiscal Year	Date Range	Wage Category	Member Rate	Employer Rate	Combined Rate	Increase Over Prior Year
2020	07/01/2019 to 06/30/2020	Over \$24K	10.70%	14.15%	24.85%	0.25%
		\$24K or Less	7.90%	14.15%	22.05%	0.25%
2019	07/01/2018 to 06/30/2019	Over \$20K	10.70%	13.90%	24.60%	0.00%
		\$20K or Less	7.90%	13.90%	21.80%	0.00%

The District's contributions to ERB for the fiscal year ending June 30, 2019 (measurement date) was \$433,179, which equal the amount of the required contributions.

Moreno Valley High School Charter School's contributions to ERB for the fiscal year ending June 30, 2019 (measurement date) was \$59,595, which equal the amount of the required contributions for each fiscal year.

Employers

The Educational Retirement Act designates employers as Local Administrative Units, directly responsible for payment of compensation for the employment of members or participants of this Plan. There were 217 contributing employers in fiscal year 2019; there were 216 contributing employers in fiscal year 2018.

Liabilities, Deferred Outflows of Resources, Deferred Inflows of Resources, and Expense Related to Pensions

**Cimarron Municipal Schools**

At June 30, 2020, the District reported a liability of \$8,050,126 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and regional education cooperatives, actuarially determined. At June 30, 2019 (pension measurement date), the District's proportion was 0.10624 percent, which was a decrease of 0.00008 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the District recognized pension income of \$2,209,179.

PENSION INCOME CALCULATION	
Net pension liability - end of the year	\$ 8,050,126
Net pension liability - beginning of the year	(12,642,863)
Deferred outflows of resources during the year	1,802,898
Deferred inflows of resources during the year	147,481
Reductions to ending net pension liability due contributions paid	<u>433,179</u>
<b>Total Pension Income</b>	<b><u>\$ (2,209,179)</u></b>



IV. OTHER INFORMATION (cont'd)

B. Employee Retirement Plan (cont'd)

At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	OUTFLOWS	INFLOWS
Difference between expected and actual experience	\$ -	\$ 210,983
Change of assumptions	1,134,282	-
Net difference between projected and actual earnings on pension plan investments	-	171,441
Changes in proportion and differences between District contributions and proportionate share of contributions	389,034	5,671
District contributions subsequent to the measurement date	477,458	-
<b>Total</b>	<b>\$ 2,000,774</b>	<b>\$ 388,095</b>

Deferred outflows of resources related to pensions in the amount of \$477,458 resulted from the District's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021 (pension measurement date June 30, 2020). Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

JUNE 30,	AMORTIZATION
2021	\$ (1,143,130)
2022	(56,182)
2023	41,743
2024	22,348
2025	-
Thereafter	-
<b>Total</b>	<b>\$ (1,135,221)</b>

**Moreno Valley High School Charter School (Component Unit)**

At June 30, 2020, the Charter School reported a liability of \$1,111,590 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Charter School's proportion of the net pension liability was based on a projection of the Charter School's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and regional education cooperatives, actuarially determined. At June 30, 2019, the Charter School's proportion was 0.01467 percent, which was an increase of 0.00143 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the Charter School recognized pension expense of \$416,422.

PENSION INCOME CALCULATION	
Net pension liability - end of the year	\$ 1,111,590
Net pension liability - beginning of the year	(1,574,412)
Deferred outflows of resources during the year	73,584
Deferred inflows of resources during the year	(86,779)
Reductions to ending net pension liability due contributions paid	59,595
<b>Total Pension Income</b>	<b>\$ (416,422)</b>



**V. OTHER INFORMATION (cont'd)**

**B. Employee Retirement Plan (cont'd)**

At June 30, 2020, the Charter School reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	OUTFLOWS	INFLOWS
Difference between expected and actual experience	\$ -	\$ 29,133
Change of assumptions	156,626	-
Net difference between projected and actual earnings on pension plan investments	-	23,673
Changes in proportion and differences between High School contributions and proportionate share of contributions	98,903	117,528
High School contributions subsequent to the measurement date	78,094	-
<b>Total</b>	<b>\$ 333,623</b>	<b>\$ 170,334</b>

Deferred outflows of resources related to pensions in the amount of \$78,094 resulted from the Charter School's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021 (pension measurement date June 30, 2020). Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

	JUNE 30, AMORTIZATION
2021	\$ (79,488)
2022	6,943
2023	(15,736)
2024	3,086
2025	-
Thereafter	-
<b>Total</b>	<b>\$ (85,195)</b>

Actuarial Assumptions

A single discount rate of 7.25% was used to measure the total pension liability as of June 30, 2019. This single discount rate was based on an expected rate of return on pension plan investments of 7.25 percent. Based on the assumptions described below and the projection of cash flows, pension plan's fiduciary net position and future contributions were projected to be available to finance all projected future benefit payments of current plan members. The long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The total pension liability, net pension liability, and certain sensitivity information are based on an actuarial valuation performed as of June 30, 2019. The total pension liability was rolled forward from the valuation date to the Plan's year ended June 30, 2019 using generally accepted actuarial principles. The roll-forward incorporates the impact of the new assumptions adopted by the Board on April 21, 2017. There were no other significant events or changes in benefit provisions that required an adjustment to the roll-forward liabilities as of June 30, 2019. The liabilities reflect the impact of the new assumptions adopted by the Board of Trustees on April 21, 2017 as well as the change in the single discount rate between June 30, 2018 and June 30, 2019. Specifically, the liabilities measured as of June 30, 2019 incorporate the following assumptions:

- 1) All members with an annual salary of more than \$20,000 will contribute 10.70% during the fiscal year ending June 30, 2015 and thereafter (threshold increased to \$24,000 at July 1, 2019).
- 2) All members with an annual salary of \$20,000 or less will contribute 7.90% during the fiscal year ending June 30, 2015 and thereafter (threshold increased to \$24,000 at July 1, 2019).
- 2) Members hired after June 30, 2013 will have an actuarially reduced retirement benefit if they retire before age 55 and their Cost of Living Adjustment (COLA) will be deferred until age 67.
- 3) COLAs for most retirees are reduced until ERB attains a 100% funded status.
- 4) The new assumptions adopted by the Board on April 21, 2017 in conjunction with the change in the single discount rate, and
- 5) For purposes of projecting future benefits, it is assumed that the full COLA is paid in all future years.



IV. OTHER INFORMATION (cont'd)

B. Employee Retirement Plan (cont'd)

For the purposes of projecting future benefits, it is assumed that the full COLA is paid in all future years. The actuarial methods and assumptions used to determine contributions rates included in the measurement are as follows:

Actuarial Cost Method:	Entry age normal
Amortization Method:	Level Percentage of Payroll
Remaining Period:	Amortized - closed 30 years from June 30, 2012 to June 30, 2042
Asset Valuation Method:	5 year smoothed market for funding valuation (fair value for financial valuation)
Inflation:	2.50%
Salary Increases:	Composition: 2.50% inflation, plus 0.75% productivity increase rate, plus step rate promotional increases for members with less than 10 years of service
Investment Rate of Return:	7.25% (2.50% inflation rate and a 4.75% real rate of return)
Single Discount Rate:	7.25%
Retirement Age:	Experience based table of age and service rates
Mortality:	Healthy Males – RP-2000 Combined Mortality Table with white collar adjustments, generational mortality improvements with scale BB.  Healthy Females – GRS Southwest Region Teacher Mortality Table, set back one year, generational mortality improvements in accordance with scale BB from the table's base year of 2012.

The long-term expected rate of return on pension plan investments is determined annually using a building-block approach that includes the following: 1) rate of return projections are the sum of current yield plus projected changes in price (valuation, defaults, etc.), 2) application of key economic projections (inflation, real growth, dividends, etc.), and 3) structural themes (supply and demand imbalances, capital flows, etc.). These items are developed for each major asset class. Best estimates of geometric real rates of return for each major asset class included in the Plan's target asset allocation for 2019 and 2018 for 30-year return assumptions are summarized in the following table:

Asset Class	2019	2018
	Long-Term Expected Real Rate of Return	Long-Term Expected Real Rate of Return
Cash	0.25%	-0.49%
U.S. Treasuries	0.97%	-0.01%
IG Corp Credit	2.92%	1.44%
Mortgage Backed Securities	0.97%	-0.01%
Core Bonds*	1.57%	0.47%
Treasury Inflation Protected Securities	1.22%	0.48%
High-Yield Bonds	3.65%	2.13%
Bank Loans	2.68%	2.16%
Global Bonds (Unhedged)	0.26%	-0.75%
Global Bonds (Hedged)	0.42%	-0.47%
Emerging Market Debt External	3.41%	1.64%
Emerging Market Debt Local Currency	3.89%	3.10%
Large Cap Equities	4.62%	4.03%
Small/ Mid Cap Equities	4.87%	4.24%
International Equities (Unhedged)	4.87%	4.24%
International Equities (Hedged)	5.24%	4.65%
Emerging International Equities	6.33%	5.61%
Private Equity	8.18%	5.92%
Private Debt	5.22%	4.07%
Private Real Assets	6.57%	4.24%
Real Estate	4.26%	3.10%
Commodities	2.68%	2.08%
Hedge Funds	3.90%	2.97%



**IV. OTHER INFORMATION (cont'd)**

**B. Employee Retirement Plan (cont'd)**

Rate of Return

The long-term expected rate of return on pension plan investments is determined annually using a building-block approach that includes the following:

- 1) Rate of return projections are the sum of current yield plus projected changes in price (valuation, defaults, etc.),
- 2) Application of key economic projections (inflation, real growth, dividends, etc.), and
- 3) Structural themes (supply and demand imbalances, capital flows, etc.).

These items are developed for each major asset class.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate Assumption

The following table shows the sensitivity of the net pension liability to changes in the discount rate as of fiscal year end 2019, 2018, and 2017. In particular, the table presents the Plan's net pension liability under the current single rate assumption, as if it were calculated using a discount rate one percentage point lower (1% decrease) or one percentage point higher (1% increase) than the single discount rate.

		CURRENT SINGLE RATE			
		Discount Rate	1% Decrease	Single Rate Assumption	1% Increase
<b>ERB (All Employers)</b>					
2019	7.25%	\$ 10,228,778,073	\$ 7,577,302,491	\$ 5,384,280,133	
2018	5.69%	15,454,175,919	11,891,330,976	8,984,271,849	
2017	5.90%	14,466,972,041	11,113,468,217	8,372,251,980	
<b>Cimarron Municipal School District No. 3</b>					
2019	7.25%	\$ 10,867,054	\$ 8,050,126	\$ 5,720,259	
2018	5.69%	16,430,880	12,642,863	9,552,078	
2017	5.90%	13,869,486	10,654,482	8,026,478	
<b>Moreno Valley High School</b>					
2019	7.25%	\$ 1,500,562	\$ 1,111,590	\$ 789,874	
2018	5.69%	2,046,133	1,574,412	1,189,518	
2017	5.90%	2,323,396	1,784,823	1,344,584	

**C. Post-Retirement Health Care Benefits**

Plan Description

Plan Description - The District, as an employer, contributes to the New Mexico Retiree Health Care Fund (RHCA), a cost-sharing multiple-employer defined benefit postemployment healthcare plan. The plan provides healthcare insurance and prescription drug benefits to retired employees of participating employers, their spouses, dependents, and surviving spouses and dependents. The RHCA Board was established by the Retiree Health Care Act (Chapter 10, Article 7C, NMSA 1978). The Board is responsible for establishing and amending benefit provisions of the healthcare plan and is also authorized to designate optional and/or voluntary benefits like dental, vision, supplemental life insurance, and long-term care policies. RHCA issues a separate, publicly available financial report that includes the financial statements and required supplementary information for the plan. That report may be obtained [www.nmrhca.org](http://www.nmrhca.org), [www.saonm.org](http://www.saonm.org), or by writing to:

Retiree Health Care Authority  
4308 Carlisle NE, Suite 104  
Albuquerque, NM 87107



#### IV. OTHER INFORMATION (cont'd)

##### C. Post-Retirement Health Care Benefits (cont'd)

The plan is used to provide postemployment benefits other than pensions (OPEB) for retirees who were an employee of participating employer in either the New Mexico Public Employees Retirement Association (PERA) or Educational Retirement Board (ERB), eligible to receive a pension. For employers who “buy-in” to the plan, retirees are eligible for benefits six months after the effective date of employer participation. Retirees not in a PERA enhanced (Fire, Police, Corrections) pension plan who commence benefits on or after January 1, 2020 will not receive any subsidy from RHCA before age 55.

Eligible retirees are:

- 1) retirees who make contributions to the fund for at least five years prior to retirement and whose eligible employer during that period of time made contributions as a participant in the RHCA plan on the person’s behalf unless that person retires before the employer’s RHCA effective date, in which the event the time period required for employee and employer contributions shall become the period of time between the employer’s effective date and the date of retirement;
- 2) retirees defined by the Act who retired prior to July 1, 1990;
- 3) former legislators who served at least two years; and
- 4) former governing authority members who served at least four years.

There were 154,177 active, retired, surviving spouses, and inactive members in fiscal year 2019; there were 156,025 active, retired, surviving spouses, and inactive members in fiscal year 2018.

##### *Funding Policy*

The Retiree Health Care Act (Section 10-7C-13 NMSA 1978) authorizes the RHCA Board to establish the monthly premium contributions that retirees are required to pay for healthcare benefits. Each participating retiree pays a monthly premium according to a service-based subsidy rate schedule for the medical, plus basic life plan, plus an additional participation fee of five dollars (\$5) if the eligible participant retired prior to the employer’s effective date or is a former legislator or former governing authority member. Former legislators and governing authority members are required to pay 100% of the insurance premium to cover their claims and the administrative expenses of the plan. The monthly premium rate schedule can be obtained from RHCA or viewed on their website at [www.nmrhca.org](http://www.nmrhca.org).

The employer, employee and retiree contributions are required to be remitted to the RHCA on a monthly basis. The statutory requirements for the employer and employee contributions can be changed by the New Mexico State Legislature. Employers that choose to become participating employers after January 1, 1998, are required to make contributions to the fund in the amount determined to be appropriate by the Board.

The Retiree Health Care Act (Section 10-7C-15 NMSA 1978) is the statutory authority that establishes the required contributions of participating employers and their employees. For employees that were members of an enhanced retirement plan (state police and adult correctional officer member coverage plan 1; municipal police member coverage plans 3, 4 or 5; municipal fire member coverage plan 3, 4 or 5; municipal detention officer member coverage plan 1; and members pursuant to the Judicial Retirement Act) during the fiscal year ended June 30, 2013, the statute required each participating employer to contribute 2.5% of each participating employee’s annual salary; and each participating employee was required to contribute 1.25% of their salary. For employees that were not members of an enhanced retirement plan during the fiscal year ended June 30, 2014, the statute required each participating employer to contribute 2.0% of each participating employee’s annual salary; each participating employee was required to contribute 1.0% of their salary. In addition, pursuant to Section 10-7C-15(G) NMSA 1978, at the first session of the Legislature following July 1, 2013, the legislature shall review and adjust the distributions pursuant to Section 7-1-6.1 NMSA 1978 and the employer and employee contributions to the authority in order to ensure the actuarial soundness of the benefits provided under the Retiree Health Care Act.

*Benefits Provided* - Retirees and spouses are eligible for medical and prescription drug benefits. Dental and vision benefits are also available but were not included in any valuation since they are 100% retiree-paid. A description of these benefits may be found in Enrolled Participants at [www.nmrhca.org](http://www.nmrhca.org).



**IV. OTHER INFORMATION (cont'd)**

**C. Post-Retirement Health Care Benefits (cont'd)**

Contributions

Educational employers contributed to the pension plan based on the following rate schedule.

Fiscal Year	Date Range	Member Rate	Employer Rate	Combined Rate	Increase Over Prior Year
2020	07/01/2019 to 06/30/2020	1.00%	2.00%	3.00%	0.00%
2019	07/01/2018 to 06/30/2019	1.00%	2.00%	3.00%	0.00%

The District's contributions to RHCA for the fiscal year ending June 30, 2019 (measurement date) was \$62,107, which equal the amount of the required contributions.

Moreno Valley High School Charter School's contributions to RHCA for the fiscal year ending June 30, 2019 (measurement date) was \$8,575, which equal the amount of the required contributions for each fiscal year.

Employers - The Educational Retirement Act designates employers as Local Administrative Units, directly responsible for payment of compensation for the employment of members or participants of this Plan. There were 305 contributing employers in fiscal year 2019.

Liabilities, Deferred Outflows of Resources, Deferred Inflows of Resources, and Expense Related to OPEB

**Cimarron Municipal Schools**

At June 30, 2020, the District reported a liability of \$2,273,239 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2019 (measurement date), the District's proportion was 0.07011 percent, which was an increase of 0.001 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the District recognized OPEB income of \$97,978.

OPEB INCOME CALCULATION	
Net OPEB liability - end of the year	\$ 2,273,239
Net OPEB liability - beginning of the year	(3,005,148)
Deferred outflows of resources during the year	21,409
Deferred inflows of resources during the year	550,415
Reductions to ending net OPEB liability due contributions paid	62,107
<b>Total OPEB Income</b>	<b>\$ (97,978)</b>

At June 30, 2020, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	OUTFLOWS	INFLOWS
Difference between expected and actual experience	\$ -	\$ 572,062
Change of assumptions	-	733,692
Net difference between projected and actual earnings on OPEB plan investments	-	21,136
Changes in proportion and differences between District contributions and proportionate share of contributions	292,123	-
District contributions subsequent to the measurement date	67,316	-
<b>Total</b>	<b>\$ 359,439</b>	<b>\$ 1,326,890</b>





IV. OTHER INFORMATION (cont'd)

C. Post-Retirement Health Care Benefits (cont'd)

Deferred outflows of resources related to OPEB in the amount of \$67,316 resulted from District contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2021 (OPEB measurement date June 30, 2020). Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

JUNE 30,	AMORTIZATION
2021	\$ 283,192
2022	283,192
2023	237,610
2024	134,380
2025	96,393
Thereafter	-
<b>Total</b>	<b>\$ 1,034,767</b>

**Moreno Valley High School Charter School (Component Unit)**

At June 30, 2020, the Charter School reported a liability of \$314,187 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2019, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The Charter School's proportion of the net OPEB liability was based on a projection of the Charter School's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2019, the Charter School's proportion was 0.00969 percent, which was an increase of 0.00103 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the Charter School recognized OPEB income of \$24,874.

OPEB INCOME CALCULATION	
Net OPEB liability - end of the year	\$ 314,187
Net OPEB liability - beginning of the year	(376,568)
Deferred outflows of resources during the year	(46,367)
Deferred inflows of resources during the year	75,299
Reductions to ending net OPEB liability due contributions paid	8,575
<b>Total OPEB Income</b>	<b>\$ (24,874)</b>

At June 30, 2020, the Charter School reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	OUTFLOWS	INFLOWS
Difference between expected and actual experience	\$ -	\$ 79,066
Change of assumptions	-	101,405
Net difference between projected and actual earnings on OPEB plan investments	-	2,921
Changes in proportion and differences between High School contributions and proportionate share of contributions	46,367	40,159
High School contributions subsequent to the measurement date	11,044	-
<b>Total</b>	<b>\$ 57,411</b>	<b>\$ 223,551</b>



V. OTHER INFORMATION (cont'd)

C. Post-Retirement Health Care Benefits (cont'd)

Deferred outflows of resources related to OPEB in the amount of \$11,044 resulted from Charter School contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2021 (OPEB measurement date June 30, 2020). Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

JUNE 30,	AMORTIZATION
2021	\$ 50,465
2022	50,465
2023	44,165
2024	24,302
2025	7,787
Thereafter	-
Total	<u>\$ 177,184</u>

Actuarial Assumptions

The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at rates proportional to the actuary determined contribution rates. For this purpose, employer contributions that are intended to fund benefits of current plan members and their beneficiaries are included. Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members through the fiscal year ending June 30, 2039.

A blended rate of the assumed investment return on Plan assets (e.g. 7.25% for the June 30, 2019 valuation) and the rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher (e.g. 4.16% as of June 30, 2019). The 7.25% discount rate was used to calculate the net OPEB liability through June 30, 2039. Benefit payments after June 30, 2039 are then discounted by the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher, currently 4.16%. The blended discount rate of 4.16% was used to measure the total OPEB liability as of June 30, 2019.

The total OPEB liability was determined by an actuarial valuation as of June 30, 2019 using the following actuarial assumptions:

Valuation Date:	June 30, 2019
Actuarial Cost Method:	Entry age normal, level percent of pay, calculated on individual employee basis
Amortization Method:	30-year open-ended amortization, level percent of payroll
Remaining Period:	30 years as of June 30, 2019
Asset Valuation Method:	Market value of assets

Actuarial assumptions

Inflation:	2.50% for ERB; 2.50% for PERA
Projected Salary Increases:	3.25% to 13.50% based on years of service, including inflation
Investment Rate of Return:	7.25%, net of OPEB plan investment expense and margin for adverse deviation including inflation
Health Care Cost Trend Rate:	8% graded down to 4.5% over 14 years for Non-Medicare medical plan costs and 7.5% graded down to 4.5% over 12 for Medicare medical plan costs



IV. OTHER INFORMATION (cont'd)

C. Post-Retirement Health Care Benefits (cont'd)

Rate of Return

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which the expected future real rates of return (net of investment fees and inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses, used in the derivation of the long-term expected investment rate of return assumptions. The target allocation and best estimates for the long-term expected rate of return is summarized as follows:

Asset Class	2019	2018
	Long-Term Expected Real Rate of Return %	Long-Term Expected Real Rate of Return %
U.S. core fixed income	2.1	2.1
U.S. equity - large cap	7.1	7.1
Non U.S. - emerging markets	10.2	10.2
Non U.S. - developed equities	7.8	7.8
Private equity	11.8	11.8
Credit and structured finance	5.3	5.3
Real estate	4.9	4.9
Absolute return	4.1	4.1
U.S. equity - small/mid cap	7.1	7.1

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate Assumption

The following table shows the sensitivity of the net OPEB liability to changes in the discount rate as of the measurement date of June 30, 2019. In particular, the table presents the Plan's net OPEB liability under the current single rate assumption, as if it were calculated using a discount rate one percentage point lower (1% decrease) or one percentage point higher (1% increase) than the single discount rate.

	CURRENT SINGLE RATE			
	Discount Rate	1% Decrease	Single Rate Assumption	1% Increase
<b>RHCA (All Employers)</b>				
2019	4.16%	\$ 3,966,222,871	\$ 3,242,388,746	\$ 2,673,387,007
2018	4.08%	5,262,533,266	4,348,354,815	3,627,778,443
2017	3.81%	5,496,848,763	4,531,673,018	3,774,405,896
<b>Cimarron Municipal Schools</b>				
2019	4.16%	\$ 2,780,719	\$ 2,273,239	\$ 1,874,312
2018	4.08%	3,636,937	3,005,148	2,507,158
2017	3.81%	2,613,752	2,822,326	2,350,700
<b>Moreno ValleY High School</b>				
2019	4.16%	\$ 384,327	\$ 314,187	\$ 259,051
2018	4.08%	455,735	376,568	314,166
2017	3.81%	537,042	442,744	368,759



**IV. OTHER INFORMATION (cont'd)**

**C. Post-Retirement Health Care Benefits (cont'd)**

The following presents the Net OPEB Liability of RHCA as of the measurement date of June 30, 2019, as well as what the Fund's Net OPEB Liability would be if it were calculated using a health cost trend rate that is one percentage point lower (1% decrease) or one percentage point higher (1% increase) than the health cost trend rates used:

		HEALTH COST TREND RATE		
		1% Decrease	Current Trend Rates	1% Increase
<b>RHCA (All Employers)</b>				
2019	\$	2,699,497,654	\$ 3,242,388,746	\$ 3,677,049,973
<b>Moreno Valley High School</b>				
2019	\$	261,581	\$ 314,187	\$ 356,306

**C. Contingent Liabilities**

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time, although the government expects such amounts, if any, to be immaterial.

The government is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the government's counsel the resolution of these matters will not have a material adverse effect on the financial condition of the government.

**D. Cash Flows**

The District's federal and state grants operate on a reimbursement basis. The District must support the expenditures of these grants with monies from the unrestricted operating monies. Operating on a reimbursement basis for these grants in its self does not adversely affect the District's ability to operate effectively. However, the time it takes to receive reimbursements, if extensive, does significantly affect the District's cash flows and the ability to deliver educational services to the community in an effective manner. This could affect the District's financial operations in subsequent years.

**E. COVID-19**

In response to the COVID-19 (Coronavirus) pandemic, the District has seen several significant changes to operations for the last few months of fiscal year 2020 and to the start of fiscal year 2021. In light of recent public health orders mandated by the Office of the Governor. Employees were allowed to telework to reduce the number of employees within our facilities. Safety protocols were implemented to reduce the spread of this disease. The safety and health of our employees as well as the public that we serve is of great importance. The District remains committed to its purpose and ensuring that adequate internal controls over financial transactions and reporting were maintained.

As a result of this pandemic, the economy in which we operate has seen significant declines in the market values of investments, gross receipts tax revenues, and revenues derived from the oil and gas industry, all of which are significant sources of revenue. Due to these significant declines, a Special Session of the legislature was called in June of 2020 to consider taking action on proposed budget cuts to ensure the continued operation of state governments.

**F. Subsequent Events**

Subsequent events were evaluated through November 5, 2020 which is the date the financial statements were available to be issued.



**SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE  
 NET PENSION LIABILITY  
 (CIMARRON MUNICIPAL SCHOOL DISTRICT)  
 Educational Retirement Board (ERB) Pension Plan  
 Last 10 Fiscal Years\***

For the year ended:	Measurement date of June 30:	District's proportion of the net pension liability	District's proportionate share of the net pension liability	District's covered payroll	District's proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
June 30, 2020	2019	0.106240%	\$ 8,050,126	\$ 3,117,044	258.26%	64.13%
June 30, 2019	2018	0.106320%	12,642,863	2,970,833	425.57%	52.19%
June 30, 2018	2017	0.095870%	10,654,482	2,730,075	390.26%	52.95%
June 30, 2017	2016	0.094030%	6,766,806	2,684,101	252.11%	61.58%
June 30, 2016	2015	0.092090%	5,964,915	2,617,732	227.87%	63.97%
June 30, 2015	2014	0.093490%	5,334,279	2,577,459	206.96%	66.54%
June 30, 2014	2013	-	-	-	-	-
June 30, 2013	2012	-	-	-	-	-
June 30, 2012	2011	-	-	-	-	-
June 30, 2011	2010	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2015 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.

**SCHEDULE OF THE DISTRICT'S CONTRIBUTIONS  
 (CIMARRON MUNICIPAL SCHOOL DISTRICT)  
 Educational Retirement Board (ERB) Pension Plan  
 Last 10 Fiscal Years\***

	Contractually required contribution	Contributions in relation to the contractually required	Contribution deficiency (excess)	District's Covered Payroll	Contribution as a percentage of covered payroll
June 30, 2020	\$ 477,458	\$ 477,458	\$ -	\$ 3,379,116	14.11%
June 30, 2019	433,179	433,179	-	3,117,044	13.90%
June 30, 2018	413,661	413,661	-	2,970,833	13.92%
June 30, 2017	378,353	378,353	-	2,730,075	13.86%
June 30, 2016	373,090	373,090	-	2,684,101	13.90%
June 30, 2015	363,865	363,865	-	2,617,732	13.90%
June 30, 2014	-	-	-	-	-
June 30, 2013	-	-	-	-	-
June 30, 2012	-	-	-	-	-
June 30, 2011	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2015 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.



SCHEDULE OF THE DISTRICT'S PROPORTIONATE SHARE OF THE  
 NET OPEB LIABILITY  
**(CIMARRON MUNICIPAL SCHOOL DISTRICT)**  
 Retiree Health Care Authority (RHCA) OPEB Plan  
 Last 10 Fiscal Years\*

For the year ended:	Measurement date of June 30:	District's proportion of the net OPEB liability	District's proportionate share of the net OPEB liability	District's covered payroll	District's proportionate share of the net OPEB liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total OPEB liability
June 30, 2020	2019	0.070110%	\$ 2,273,239	\$ 3,102,698	73.27%	18.92%
June 30, 2019	2018	0.069110%	3,005,148	2,951,013	101.83%	13.14%
June 30, 2018	2017	0.062280%	2,822,326	2,673,584	105.56%	11.34%
June 30, 2017	2016	-	-	-	-	-
June 30, 2016	2015	-	-	-	-	-
June 30, 2015	2014	-	-	-	-	-
June 30, 2014	2013	-	-	-	-	-
June 30, 2013	2012	-	-	-	-	-
June 30, 2012	2011	-	-	-	-	-
June 30, 2011	2010	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2018 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.

SCHEDULE OF THE DISTRICT'S OPEB CONTRIBUTIONS  
**(CIMARRON MUNICIPAL SCHOOL DISTRICT)**  
 Retiree Health Care Authority (RHCA) OPEB Plan  
 Last 10 Fiscal Years\*

	Contractually required contribution	Contributions in relation to the contractually required	Contribution deficiency (excess)	District's covered payroll	Contribution as a percentage of covered payroll
June 30, 2020	\$ 67,316	\$ 67,316	\$ -	\$ 3,379,116	1.99%
June 30, 2019	62,107	62,107	-	3,102,698	2.00%
June 30, 2018	58,987	58,987	-	2,951,013	2.00%
June 30, 2017	-	-	-	-	-
June 30, 2016	-	-	-	-	-
June 30, 2015	-	-	-	-	-
June 30, 2014	-	-	-	-	-
June 30, 2013	-	-	-	-	-
June 30, 2012	-	-	-	-	-
June 30, 2011	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2018 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.



**SCHEDULE OF THE CHARTER SCHOOL'S PROPORTIONATE SHARE OF THE  
NET PENSION LIABILITY  
(MORENO VALLEY HIGH SCHOOL)  
Educational Retirement Board (ERB) Pension Plan  
Last 10 Fiscal Years\***

For the year ended:	Measurement date of June 30:	Charter School's proportion of the net pension liability	Charter School's proportionate share of the net pension liability	Charter School's covered payroll	Charter School's proportionate share of the net pension liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total pension liability
June 30, 2020	2019	0.014670%	\$ 1,111,590	\$ 428,743	259.27%	64.13%
June 30, 2019	2018	0.013240%	1,574,412	369,984	425.54%	52.17%
June 30, 2018	2017	0.016060%	1,784,823	456,739	390.78%	52.95%
June 30, 2017	2016	0.017610%	1,267,292	539,390	234.95%	61.58%
June 30, 2016	2015	0.018970%	1,228,737	566,253	216.99%	63.97%
June 30, 2015	2014	0.020540%	1,171,949	554,162	211.48%	66.54%
June 30, 2014	2013	-	-	-	-	-
June 30, 2013	2012	-	-	-	-	-
June 30, 2012	2011	-	-	-	-	-
June 30, 2011	2010	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2015 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.

**SCHEDULE OF THE CHARTER SCHOOL'S CONTRIBUTIONS  
(MORENO VALLEY HIGH SCHOOL)  
Educational Retirement Board (ERB) Pension Plan  
Last 10 Fiscal Years\***

	Contractually required contribution	Contributions in relation to the contractually required	Contribution deficiency (excess)	Charter School's covered payroll	Contribution as a percentage of covered payroll
June 30, 2020	\$ 78,094	\$ 78,094	\$ -	\$ 552,195	14.14%
June 30, 2019	59,595	59,595	-	428,743	13.90%
June 30, 2018	51,415	51,415	-	369,984	13.90%
June 30, 2017	63,857	63,857	-	456,739	13.98%
June 30, 2016	74,975	74,975	-	539,390	13.90%
June 30, 2015	74,462	74,462	-	566,253	13.15%
June 30, 2014	-	-	-	-	-
June 30, 2013	-	-	-	-	-
June 30, 2012	-	-	-	-	-
June 30, 2011	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2015 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.



**SCHEDULE OF THE CHARTER SCHOOL'S PROPORTIONATE SHARE OF THE  
NET OPEB LIABILITY  
(MORENO VALLEY HIGH SCHOOL)  
Retiree Health Care Authority (RHCA) OPEB Plan  
Last 10 Fiscal Years\***

For the year ended:	Measurement date of June 30:	Charter School's proportion of the net OPEB liability	Charter School's proportionate share of the net OPEB liability	Charter School's covered payroll	Charter School's proportionate share of the net OPEB liability as a percentage of its covered payroll	Plan fiduciary net position as a percentage of the total OPEB liability
June 30, 2020	2019	0.009690%	\$ 314,187	\$ 428,743	73.28%	18.92%
June 30, 2019	2018	0.008660%	376,568	369,884	101.81%	13.14%
June 30, 2018	2017	0.009770%	442,744	448,423	98.73%	11.34%
June 30, 2017	2016	-	-	-	-	-
June 30, 2016	2015	-	-	-	-	-
June 30, 2015	2014	-	-	-	-	-
June 30, 2014	2013	-	-	-	-	-
June 30, 2013	2012	-	-	-	-	-
June 30, 2012	2011	-	-	-	-	-
June 30, 2011	2010	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2018 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.

**SCHEDULE OF THE CHARTER SCHOOL'S OPEB CONTRIBUTIONS  
(MORENO VALLEY HIGH SCHOOL)  
Retiree Health Care Authority (RHCA) OPEB Plan  
Last 10 Fiscal Years\***

	Contractually required contribution	Contributions in relation to the contractually required	Contribution deficiency (excess)	Charter School's covered payroll	Contribution as a percentage of covered payroll
June 30, 2020	\$ 11,044	\$ 11,044	\$ -	\$ 551,200	2.00%
June 30, 2019	8,575	8,575	-	428,743	2.00%
June 30, 2018	7,398	7,398	-	369,884	2.00%
June 30, 2017	-	-	-	-	-
June 30, 2016	-	-	-	-	-
June 30, 2015	-	-	-	-	-
June 30, 2014	-	-	-	-	-
June 30, 2013	-	-	-	-	-
June 30, 2012	-	-	-	-	-
June 30, 2011	-	-	-	-	-

\* These schedules are intended to present 10 years of trending history. However, information is not available prior to the year ended June 30, 2018 and, until a full 10-year trend is compiled, the District will present information for those years for which information is available.





NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
For the Year Ended June 30, 2020

*Changes of benefit terms:* There were no modifications to the benefit provisions that were reflected in the actuarial valuation as of June 30, 2019.

*Changes of assumptions:* ERB conducts an actuarial experience study for the Plan on a biennial basis. Based on the six-year actuarial experience study presented to the Board of Trustees on April 21, 2017. There were no modifications to the benefit provisions that were reflected in the actuarial valuation as of June 30, 2019.

Assumptions that were not changed:

- a. Wage inflation 3.25%
- b. Payroll growth 3.00%
- c. COLA assumption 1.90% per year
- d. Salary increases at 2.50% inflation, plus 0.75% productivity increase rate, plus step-rate promotional increases for less than ten years of service
- e. Inflation rate 2.50%
- f. Investment return 7.25%

See also the Note VI (B) *Actuarial Assumptions* of the financial statement note disclosure on the Pension Plan.

*Changes of assumptions:* RHCA conducts an actuarial experience study for the Plan on a biennial basis. Based on the six-year actuarial experience study presented to the Board of Trustees on June 30, 2017, RHCA implemented the following changes in assumptions for fiscal years 2019 and 2018.

The total OPEB liability as of June 30, 2019 (measurement date) was determined by an actuarial valuation as of June 30, 2019. The mortality, retirement, disability, turnover and salary increase assumptions are based on the PERA annual valuation as of June 30, 2019 and the ERB actuarial experience study as of June 30, 2019.

- 1) Fiscal year 2019 valuation assumptions that changed based on this study:
  - a. Minor changes to demographic assumptions
  - b. Projected payroll increases 3.25% to 13.50%
- 2) Assumptions that were not changed:
  - a. Investment return 7.25%
  - b. Inflation rate 2.50% for ERB and 2.50% for PERA
  - c. Population growth per year at 0.00%
  - d. Health care cost trend rate 8% graded down to 4.5% over 14 years for Non-Medicare medical plan costs and 7.5%

See also the Note IV (C) *Actuarial Assumptions* of the financial statement note disclosure on the OPEB Plan.

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OTHER SUPPLEMENTAL INFORMATION  
OF  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

AS OF AND FOR THE YEAR ENDED  
JUNE 30, 2020

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## GENERAL FUNDS

*(OTHER SUPPLEMENTAL INFORMATION)*

**Operating Fund** (Fund No. 11000)

The government's primary fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Transportation Fund** (Fund No. 13000)

Accounts for all the Transportation funds received through the state that are used in the maintaining and operating vehicles used to transport students.

**Instructional Materials Fund** (Fund No. 14000)

Accounts for all the Instructional Materials funds received through the state for the purpose of acquiring study materials for the students.

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

GENERAL FUNDS  
**Combining Balance Sheet**  
**June 30, 2020**

	Operational Fund 11000	Transportation Fund 13000	Instructional Materials Fund 14000	Total General Funds
<b>Assets</b>				
Cash and cash equivalents	\$ 477,409	\$ 15,269	\$ 34,141	\$ 526,819
Receivables:				
Property taxes	36,735	-	-	36,735
Due from other governments	3,471	-	-	3,471
Due from other funds	<u>88,911</u>	<u>-</u>	<u>-</u>	<u>88,911</u>
<b>Total assets</b>	<b><u>\$ 606,526</u></b>	<b><u>\$ 15,269</u></b>	<b><u>\$ 34,141</u></b>	<b><u>\$ 655,936</u></b>
 <b>Liabilities, deferred inflows and fund balance</b>				
Liabilities:				
Accounts payable	\$ 1,092	\$ 145	\$ -	\$ 1,237
Payroll liabilities - held payments	<u>268,416</u>	<u>15,269</u>	<u>-</u>	<u>283,685</u>
Total liabilities	<u>269,508</u>	<u>15,414</u>	<u>-</u>	<u>284,922</u>
Deferred inflows of resources:				
Delinquent property taxes	<u>34,356</u>	<u>-</u>	<u>-</u>	<u>34,356</u>
Fund balance:				
Restricted for:				
Instructional materials	-	-	34,141	34,141
Unassigned	<u>73,669</u>	<u>(145)</u>	<u>-</u>	<u>73,524</u>
Total fund balance	<u>302,662</u>	<u>(145)</u>	<u>34,141</u>	<u>336,658</u>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b><u>\$ 606,526</u></b>	<b><u>\$ 15,269</u></b>	<b><u>\$ 34,141</u></b>	<b><u>\$ 655,936</u></b>

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

GENERAL FUNDS  
**Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020**

	General Funds			Total General Fund
	Operational Fund 11000	Transportation Fund 13000	Instructional Materials Fund 14000	
<b>Revenues:</b>				
Taxes:				
Property	\$ 163,172	\$ -	\$ -	\$ 163,172
Oil and gas	8,638	-	-	8,638
Intergovernmental - federal grants	7,320	-	-	7,320
Intergovernmental - state grants	4,389,335	461,269	1	4,850,605
Contributions - private grants	93,625	-	-	93,625
Charges for services	19,760	-	-	19,760
Investment and interest income	14,731	-	-	14,731
Miscellaneous	<u>16,590</u>	<u>-</u>	<u>-</u>	<u>16,590</u>
<b>Total revenue</b>	<u>4,713,171</u>	<u>461,269</u>	<u>1</u>	<u>5,174,441</u>
<b>Expenditures:</b>				
Current:				
Instruction	2,795,957	-	11,700	2,807,657
Support services:				
Students	570,951	-	-	570,951
Instruction	5,710	-	-	5,710
General Administration	237,471	-	-	237,471
School Administration	260,536	-	-	260,536
Central Services	171,147	-	-	171,147
Operation & Maintenance of Plant	626,044	-	-	626,044
Student transportation	<u>-</u>	<u>458,268</u>	<u>-</u>	<u>458,268</u>
<b>Total expenditures</b>	<u>4,667,816</u>	<u>458,268</u>	<u>11,700</u>	<u>5,137,784</u>
<i>Excess (deficiency) of revenues over expenditures</i>	45,355	3,001	(11,699)	36,657
<b>Other financing uses:</b>				
Refunds	<u>-</u>	<u>(8)</u>	<u>-</u>	<u>(8)</u>
<i>Net change in fund balance</i>	45,355	2,993	(11,699)	36,649
<b>Fund balance at beginning of the year</b>	<u>257,307</u>	<u>(3,138)</u>	<u>45,840</u>	<u>300,009</u>
<b>Fund balance at end of the year</b>	<u>\$ 302,662</u>	<u>\$ (145)</u>	<u>\$ 34,141</u>	<u>\$ 336,658</u>

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

OPERATIONAL FUND - NO. 11000  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual (Non-GAAP Budgetary Basis)**  
**Year Ended June 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final	(Budgetary Basis)	Positive (Negative)
<b>Revenues:</b>				
Taxes:				
Property	\$ 158,480	\$ 158,480	\$ 160,758	\$ 2,278
Oil and gas	13,774	13,774	7,957	(5,817)
Intergovernmental - federal grants	-	-	7,320	7,320
Intergovernmental - state grants	4,371,791	4,404,081	4,389,335	(14,746)
Contributions - private grants	56,000	56,000	93,625	37,625
Charges for services	60,100	60,100	19,760	(40,340)
Investment and interest income	22,000	22,000	14,731	(7,269)
Miscellaneous	-	16,590	16,590	-
<b>Total revenues</b>	<u>4,682,145</u>	<u>4,731,025</u>	<u>4,710,076</u>	<u>(20,949)</u>
<b>Expenditures:</b>				
Current:				
Instruction	2,933,141	2,973,829	2,795,957	177,872
Support services:				
Students	592,339	572,614	570,951	1,663
Instruction	27,624	5,710	5,710	-
General Administration	279,591	246,050	237,471	8,579
School Administration	268,893	263,909	260,536	3,373
Central Services	187,969	178,945	171,147	7,798
Operation & Maintenance of Plant	569,226	731,982	630,153	101,829
Other Support services	17,739	17,739	-	17,739
<b>Total expenditures</b>	<u>4,876,522</u>	<u>4,990,778</u>	<u>4,671,925</u>	<u>318,853</u>
<i>Excess (deficiency) of revenues over expenditures</i>	(194,377)	(259,753)	38,151	297,904
<i>Beginning cash balance budgeted</i>	194,377	259,753	-	(259,753)
<b>Fund balance at beginning of the year</b>	<u>-</u>	<u>-</u>	<u>257,307</u>	<u>257,307</u>
<b>Fund balance at end of the year</b>	<u>\$ -</u>	<u>\$ -</u>	<u>295,458</u>	<u>\$ 295,458</u>
<b>RECONCILIATION TO GAAP BASIS:</b>				
Change in property tax receivable			(2,502)	
Change in due from other governments			3,471	
Change in payables			4,108	
Change in deferred property taxes			2,127	
<b>Fund balance at end of the year (GAAP basis)</b>			<u>\$ 302,662</u>	



STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

TRANSPORTATION FUND - NO. 13000  
**Statement of Revenues, Expenditures, and  
 Changes in Fund Balance - Budget and Actual (Non-GAAP Budgetary Basis)  
 Year Ended June 30, 2020**

	Budgeted Amounts		Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original	Final		(Negative)
<b>Revenues:</b>				
Intergovernmental - state grants	\$ 461,269	\$ 461,269	\$ 461,269	\$ -
<b>Expenditures:</b>				
Current:				
Support services:				
Student transportation	461,269	461,276	461,276	-
<i>Excess (deficiency) of revenues over expenditures</i>	-	(7)	(7)	-
<b>Other financing uses:</b>				
Refunds	-	-	(8)	(8)
<i>Net change in fund balance</i>	-	(7)	(15)	(8)
<i>Beginning cash balance budgeted</i>	-	7	-	(7)
<b>Fund balance (deficit) at beginning of the year</b>	-	-	(3,138)	(3,138)
<b>Fund balance at end of the year</b>	\$ -	\$ -	(3,153)	\$ (3,153)
<b>RECONCILIATION TO GAAP BASIS:</b>				
Change in payables			3,008	
<b>Fund balance (deficit) at end of the year (GAAP basis)</b>			\$ (145)	

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

INSTRUCTIONAL MATERIALS FUND - NO. 14000  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual (Non-GAAP Budgetary Basis)**  
**Year Ended June 30, 2020**

	Budgeted Amounts		Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original	Final		(Negative)
<b>Revenues:</b>				
Intergovernmental - state grants	\$ -	\$ -	\$ 1	\$ 1
<b>Expenditures:</b>				
Current:				
Instruction	45,971	45,840	11,700	34,140
<i>Excess (deficiency) of revenues over expenditures</i>	(45,971)	(45,840)	(11,699)	34,141
<i>Beginning cash balance budgeted</i>	45,971	45,840	-	(45,840)
<b>Fund balance at beginning of the year</b>	-	-	45,840	45,840
<b>Fund balance at end of the year</b>	\$ -	\$ -	34,141	\$ 34,141
<b>RECONCILIATION TO GAAP BASIS:</b>				
Change in payables			-	
<b>Fund balance at end of the year (GAAP basis)</b>			\$ 34,141	

## NONMAJOR GOVERNMENTAL FUNDS *(OTHER SUPPLEMENTAL INFORMATION)*

Funds that did not meet the requirements of GASB Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis* to be considered Major Funds and have not been identified as Major Funds by management.

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## Nonmajor Special Revenue Funds

Special revenue funds are operating funds used to account for the proceeds of specific revenue sources that are intended for specific purposes other than special assessments or major capital projects.

- Food Service** (Fund No. 21000) Minimum Balance: None  
This program provides financing for the school breakfast and lunch program. Funding is provided from fees from patrons and USDA food reimbursements, under the National School Lunch Act of 1946, as amended, Public Law 79-396, Sections 2-4, 60 Stat. 230, 42 U.S.C. 1751 et seq.; 80 stat. 889, as amended; 84 stat. 270; and the Child Nutrition Act of 1966, as amended, Sections 4 and 10. Public Law 89-642, 80 stat. 886, 889, 42 U.S.C. 1773, 1779; Public Law 99-591, 100 stat. 3341; Public Law 100-71, 101 stat. 430.
- Athletics** (Fund No. 22000) Minimum Balance: None  
This fund provides financing for school athletic activities. Funding is provided by fees from patrons.
- Title I** (Fund No. 24101) Minimum Balance: None  
To help local education agencies (LEAs) and schools improve the teaching and learning of children failing, or most at-risk of failing, to meet challenging State academic standards. Funding authorization: Elementary and Secondary Education Act of 1965, Title I, Part A, 20 U.S.C. 6301 et seq.
- Entitlement IDEA-B** (Fund No. 24106) Minimum Balance: None  
Program provides grants to states that flow-through to schools, to assist them in providing a free appropriate public education to all children with disabilities. The program is funded by the United States government, under the Individuals with Disabilities Education Act, Part B, Section 611-617, and part D, Section 674 as amended, 20 U.S.C. 1711-1417 and 1420.
- Preschool IDEA-B** (Fund No. 24109) Minimum Balance: None  
The Preschool program is for the purpose of enhancing Special Education for handicapped children from ages 3 to 5. The program is funded by the United States government, under the Individuals With Disabilities Act, Part B, Section 619, as amended, Public Laws 94-142, 99-457, 100-630, 101-497, and 101-476.
- Fresh Fruits and Vegetables** (Fund No. 24118) Minimum Balance: None  
To assist States, through cash grants, in providing free fresh fruits and vegetables to school children in designated participating schools beginning in school year 2004/2006. Authorization granted under National School Lunch Act, as amended, 42 U.S.C. 1769.
- IDEA-B Student Success** (Fund No. 24132) Minimum Balance: None  
The purpose of this grant award is to support activities included in the school's Educational Plan for Student Success, or areas in need of improvement, identified through the instructional audit. The program is funded by the United States government, under the Individuals with Disabilities Act, Public Law 108-446 Part B.
- Title II Teacher Quality** (Fund No. 24154) Minimum Balance: None  
To provide grants to State Education Agencies (SEAs) on a formula basis to increase student academic achievement through strategies such as improving teacher and principal quality and increasing the number of highly qualified teachers in the classroom and highly qualified principals and assistant principals in schools and hold local educational agencies and schools accountable for improvements in the academic achievement. Authorization is granted through the Elementary and Secondary Education Act of 1965, as amended, Title II, Part A, Public Law 107-110.
- USDA Equipment Assist** (Fund No. 24183) Minimum Balance: None  
To provide grant funds for the purchase of equipment for the student nutrition programs of schools
- Student Support and Academic Achievement** (Fund No. 24189) Minimum Balance: None  
The objective of this grant is to support well-rounded educational opportunities, safe and healthy students and effective use of technology. The Every Student Succeeds Act (ESSA) was signed into law in December 2015. It reauthorized the Elementary and Secondary Education Act in 1965 (ESSA). Newly authorized under subpart 1 of Title IV, Part A of the ESEA is the Student Support and Academic Enrichment (SSAE) program.
- Title XIX Medicaid** (Fund No. 25153) Minimum Balance: None  
To provide financial assistance from the Federal government which flows-through the State of New Mexico to school districts, for payments of medical assistance on behalf of cash assistance recipients, children, pregnant women and the aged who meet income and resource requirements, and other categorically-eligible groups. The program is funded by the U.S. government under the Social Security Act, Title XIX, as amended; Public Laws 92-223, 92-602, 93-66, 93-233, 96-499, 97-35, 97-2248, 98-369, 99-272, 99-509, 100-93, 100-202, 100-203, 100-360, 100-436, 100-485, 100-647, 101-166, 101-234, 101-239, 101-508, 101-517, 102-234, 102-170, 102-394, 103-66, 103-14, 103-333, 104-91, 104-191, 104-193, 104-208, and 104-134; Balanced Budget Act of 1997, Public Law 105-33.



**Nonmajor Special Revenue Funds ( cont'd )**

<b>Rural Education Achievement</b> (Fund No. 25153)	Minimum Balance:	None
To account for funds received under the Small Rural School Achievement Program to enhance education.		
<b>Turner Foundation</b> (Fund No. 26156)	Minimum Balance:	None
The purpose of this grant is to enhance the curriculum by utilizing nontraditional teaching methods (real life learning).		
<b>A Plus for Education</b> (Fund No. 26179)	Minimum Balance:	None
Grant from BP America that recognizes innovative energy education programs in the classroom. Awarded to Rio Rancho Middle School to purchase materials and supplies to implement the program entitled "Students-As-Teachers: An Energy Resource Project". Authority for the creation of this fund is the New Mexico Public Education Department.		
<b>Dual Credit Instructional Materials</b> (Fund No. 27103)	Minimum Balance:	None
To be used for courses approved by Higher Education Department (HED) and through a college/university for which the district has an approved agreement.		
<b>Library Go Bonds 2012</b> (Fund No. 27107)	Minimum Balance:	None
Funds to be used for library books and library resources for public school libraries statewide. Library resources include computers, software, projectors, televisions, other related hardware and software, shelving, desks, chairs, and book trucks/carts. Senate Bill 66, Laws of 2012, 2nd Session, Chapter 54, Section 10.B.(3).		
<b>Instructional Material Appropriation</b> (Fund No. 27109)	Minimum Balance:	None
Accounts for the special 2019-2020 appropriation of Instructional Materials funds received through the state for the purpose of acquiring study materials for the students		
<b>Community Schools Planning Grant</b> (Fund No. 27126)	Minimum Balance:	None
To improve the coordination, delivery, effectiveness, and efficiency of services provided to students and families and to coordinate resources, in order to align and leverage community resources and integrate funding streams.		
<b>Pre-K Initiative</b> (Fund No. 27149)	Minimum Balance:	None
The pre-k program shall address the total development needs of preschool children, including physical, cognitive, social and emotional needs, and shall include health care, nutrition, safety and multicultural sensitivity.		
<b>Breakfast for Elementary Students</b> (Fund No. 27155)	Minimum Balance:	None
To access for Legislative Appropriation to implement Breakfast in the Classroom for elementary schools in need of improvement based on AYP designation. Authority for the creation of this fund is the New Mexico Public Education Department.		
<b>Private Direct Grants</b> (Fund No. 29102)	Minimum Balance:	None
To provide additional classroom time at Rio Rancho High Schools for seniors to meet graduation requirements. Funding authority is the New Mexico Public Education Department.		

**Nonmajor Capital Projects Funds**

Capital Projects Funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities.

<b>Capital Improvements HB-33</b> (Fund No. 31600)	Minimum Balance:	None
The fund provides financing for the purchase of equipment and capital improvements to School District property. Funding received from a 5 mill property tax levy and interest earned on investments, per House Bill 33.		
<b>Capital Improvements SB-9 (State, State Match)</b> (Fund No. 31700 & 31703)	Minimum Balance:	None
To account for funds distributed under the Public School Capital Outlay Improvements Act (22-25-1 to 22-25-10 NMSA 1978) to any school district that has imposed a tax for capital outlays and maintenance. An amount from the public school capital improvements fund that is equal to the amount by which the revenue estimated to be received from the imposed tax as specified in Subsection B of section 22-25-3 NMSA 1978, assuming a one hundred percent collection rate, is less than an amount calculated by multiplying the product obtained by the rate imposed in the District under the Public School Capital Improvements Act. The distribution shall be made by December 1, of each year that the tax is imposed in accordance with Section 22-25-3 NMSA 1978. Provided, however, in the event that sufficient funds are not available in the public school capital improvement funds to make the state distribution provided for in this section, the dollar per program unit figure shall be reduced as necessary.		
<b>Ed Technology Equipment Act</b> (Fund No. 31900)	Minimum Balance:	None
This fund is used to account for the revenues and expenditures associated with Education Technology Bonds in the purchasing of equipment used in the educational process.		

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Balance Sheet**  
 June 30, 2020

Special Revenue Funds

	<u>Food Service Fund 21000</u>	<u>Athletics Fund 22000</u>	<u>Title I Fund 24101</u>	<u>Entitlement IDEA-B Fund 24106</u>	<u>Preschool IDEA-B Fund 24109</u>
<b>Assets</b>					
Cash and cash equivalents	\$ 60,192	\$ 30,840	\$ 7,490	\$ 8,524	\$ 612
Receivables:					
Property taxes	-	-	-	-	-
Grant	22,789	-	13,684	24,663	-
Interest	-	-	-	-	-
Due from other governments	-	-	-	-	-
Food inventory	1,720	-	-	-	-
Restricted:					
Cash and cash equivalents	-	-	-	-	-
<b>Total assets</b>	<u>\$ 84,701</u>	<u>\$ 30,840</u>	<u>\$ 21,174</u>	<u>\$ 33,187</u>	<u>\$ 612</u>
 <b>Liabilities, deferred inflows and fund balance</b>					
Liabilities:					
Payroll liabilities - held payments	\$ 4,782	\$ 3,368	\$ 7,490	\$ 8,524	\$ 612
Due to other funds	-	-	13,684	24,663	-
<b>Total liabilities</b>	<u>4,782</u>	<u>3,368</u>	<u>21,174</u>	<u>33,187</u>	<u>612</u>
Deferred inflows of resources:					
Delinquent property taxes	-	-	-	-	-
Fund balance:					
Non-spendable:					
Inventories	1,720	-	-	-	-
Restricted for:					
Food services	78,199	-	-	-	-
Extracurricular activities	-	27,472	-	-	-
Grantor restrictions	-	-	-	-	-
Capital projects	-	-	-	-	-
Debt service	-	-	-	-	-
Unassigned	-	-	-	-	-
<b>Total fund balance</b>	<u>79,919</u>	<u>27,472</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<u>\$ 84,701</u>	<u>\$ 30,840</u>	<u>\$ 21,174</u>	<u>\$ 33,187</u>	<u>\$ 612</u>

(cont'd; 1 of 7)

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Balance Sheet**  
 June 30, 2020

Special Revenue Funds

	<u>Fresh Fruits and Vegetables Fund 24118</u>	<u>IDEA-B Student Success Fund 24132</u>	<u>Title II Teacher Quality Fund 24154</u>	<u>USDA Equipment Assist Fund 24183</u>	<u>Student Support and Academic Achievement Fund 24189</u>
<b>Assets</b>					
Cash and cash equivalents	\$ -	\$ 1,053	\$ 1,007	\$ -	\$ -
Receivables:					
Property taxes	-	-	-	-	-
Grant	-	6,537	5,347	-	-
Interest	-	-	-	-	-
Due from other governments	-	-	-	-	-
Food inventory	-	-	-	-	-
Restricted:					
Cash and cash equivalents	-	-	-	-	-
<b>Total assets</b>	<u>\$ -</u>	<u>\$ 7,590</u>	<u>\$ 6,354</u>	<u>\$ -</u>	<u>\$ -</u>
 <b>Liabilities, deferred inflows and fund balance</b>					
Liabilities:					
Payroll liabilities - held payments	\$ -	\$ 1,053	\$ 1,007	\$ -	\$ -
Due to other funds	-	6,537	5,348	-	-
<b>Total liabilities</b>	<u>-</u>	<u>7,590</u>	<u>6,355</u>	<u>-</u>	<u>-</u>
Deferred inflows of resources:					
Delinquent property taxes	-	-	-	-	-
Fund balance:					
Non-spendable:					
Inventories	-	-	-	-	-
Restricted for:					
Food services	-	-	-	-	-
Extracurricular activities	-	-	-	-	-
Grantor restrictions	-	-	-	-	-
Capital projects	-	-	-	-	-
Debt service	-	-	-	-	-
Unassigned	-	-	(1)	-	-
<b>Total fund balance</b>	<u>-</u>	<u>-</u>	<u>(1)</u>	<u>-</u>	<u>-</u>
 <b>Total liabilities, deferred inflows of resources, and fund balance</b>	<u>\$ -</u>	<u>\$ 7,590</u>	<u>\$ 6,354</u>	<u>\$ -</u>	<u>\$ -</u>

(cont'd; 2 of 7)



STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Balance Sheet**  
 June 30, 2020

**Special Revenue Funds**

	<u>Title XIX Medicaid Fund 25153</u>	<u>Rural Education Achievement Fund 25233</u>	<u>Turner Foundation Fund 26156</u>	<u>A Plus for Education Fund 26179</u>	<u>Dual Credit Instructional Materials Fund 27103</u>
<b>Assets</b>					
Cash and cash equivalents	\$ 1,137	\$ 180	\$ 20,256	\$ 871	\$ -
Receivables:					
Property taxes	-	-	-	-	-
Grant	3,601	-	-	-	-
Interest	-	-	-	-	-
Due from other governments	-	-	-	-	-
Food inventory	-	-	-	-	-
Restricted:					
Cash and cash equivalents	-	-	-	-	-
<b>Total assets</b>	<b><u>\$ 4,738</u></b>	<b><u>\$ 180</u></b>	<b><u>\$ 20,256</u></b>	<b><u>\$ 871</u></b>	<b><u>\$ -</u></b>
 <b>Liabilities, deferred inflows and fund balance</b>					
Liabilities:					
Payroll liabilities - held payments	\$ 1,137	\$ 180	\$ -	\$ -	\$ -
Due to other funds	3,601	-	-	-	-
Total liabilities	<u>4,738</u>	<u>180</u>	<u>-</u>	<u>-</u>	<u>-</u>
Deferred inflows of resources:					
Delinquent property taxes	-	-	-	-	-
Fund balance:					
Non-spendable:					
Inventories	-	-	-	-	-
Restricted for:					
Food services	-	-	-	-	-
Extracurricular activities	-	-	-	-	-
Grantor restrictions	-	-	20,256	871	-
Capital projects	-	-	-	-	-
Debt service	-	-	-	-	-
Unassigned	-	-	-	-	-
Total fund balance	<u>-</u>	<u>-</u>	<u>20,256</u>	<u>871</u>	<u>-</u>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b><u>\$ 4,738</u></b>	<b><u>\$ 180</u></b>	<b><u>\$ 20,256</u></b>	<b><u>\$ 871</u></b>	<b><u>\$ -</u></b>

( cont'd; 3 of 7 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Balance Sheet**  
 June 30, 2020

	Special Revenue Funds			
	Libraries GO Bond 2012 Fund 27107	Instructional Materials Appropriation Fund 27109	Community Schools Planning Grant Fund 27126	Pre-K Initiative Fund 27149
<b>Assets</b>				
Cash and cash equivalents	\$ -	\$ 1	\$ 4,541	\$ 16,121
Receivables:				
Property taxes	-	-	-	-
Grant	6,363	-	28,384	-
Interest	-	-	-	-
Due from other governments	-	-	-	-
Food inventory	-	-	-	-
Restricted:				
Cash and cash equivalents	-	-	-	-
<b>Total assets</b>	<b><u>\$ 6,363</u></b>	<b><u>\$ 1</u></b>	<b><u>\$ 32,925</u></b>	<b><u>\$ 16,121</u></b>
<b>Liabilities, deferred inflows and fund balance</b>				
Liabilities:				
Payroll liabilities - held payments	\$ -	\$ -	\$ 4,541	\$ 16,121
Due to other funds	6,363	-	28,384	-
<b>Total liabilities</b>	<b><u>6,363</u></b>	<b><u>-</u></b>	<b><u>32,925</u></b>	<b><u>16,121</u></b>
Deferred inflows of resources:				
Delinquent property taxes	-	-	-	-
Fund balance:				
Non-spendable:				
Inventories	-	-	-	-
Restricted for:				
Food services	-	-	-	-
Extracurricular activities	-	-	-	-
Grantor restrictions	-	1	-	-
Capital projects	-	-	-	-
Debt service	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balance</b>	<b><u>-</u></b>	<b><u>1</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b><u>\$ 6,363</u></b>	<b><u>\$ 1</u></b>	<b><u>\$ 32,925</u></b>	<b><u>\$ 16,121</u></b>

(cont'd; 4 of 7)

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Balance Sheet**  
**June 30, 2020**

	<b>Special Revenue Funds</b>			<b>Capital Projects Funds</b>	
	Breakfast for Elementary Students <u>Fund 27155</u>	Private Direct Grants <u>Fund 29102</u>	Total Non-Major Special Revenue <u>Funds</u>	Capital Improvements HB-33 <u>Fund 31600</u>	Capital Improvements SB-9 (State) <u>Fund 31700</u>
<b>Assets</b>					
Cash and cash equivalents	\$ -	\$ 152,485	\$ 305,310	\$ 7,364	\$ -
Receivables:					
Property taxes	-	-	-	17,224	-
Grant	-	-	111,368	-	-
Interest	-	-	-	-	-
Due from other governments	-	-	-	5	-
Food inventory	-	-	1,720	-	-
Restricted:					
Cash and cash equivalents	-	-	-	-	-
<b>Total assets</b>	<u>\$ -</u>	<u>\$ 152,485</u>	<u>\$ 418,398</u>	<u>\$ 24,593</u>	<u>\$ -</u>
 <b>Liabilities, deferred inflows and fund balance</b>					
Liabilities:					
Payroll liabilities - held payments	\$ -	\$ 88	\$ 48,903	\$ -	\$ -
Due to other funds	<u>331</u>	<u>-</u>	<u>88,911</u>	<u>-</u>	<u>-</u>
<b>Total liabilities</b>	<u>331</u>	<u>88</u>	<u>137,814</u>	<u>-</u>	<u>-</u>
Deferred inflows of resources:					
Delinquent property taxes	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,168</u>	<u>-</u>
Fund balance:					
Non-spendable:					
Inventories	-	-	1,720	-	-
Restricted for:					
Food services	-	-	78,199	-	-
Extracurricular activities	-	-	27,472	-	-
Grantor restrictions	-	152,397	173,525	-	-
Capital projects	-	-	-	7,425	-
Debt service	-	-	-	-	-
Unassigned	<u>(331)</u>	<u>-</u>	<u>(332)</u>	<u>-</u>	<u>-</u>
<b>Total fund balance</b>	<u>(331)</u>	<u>152,397</u>	<u>280,584</u>	<u>7,425</u>	<u>-</u>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<u>\$ -</u>	<u>\$ 152,485</u>	<u>\$ 418,398</u>	<u>\$ 24,593</u>	<u>\$ -</u>

( cont'd; 5 of 7 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Balance Sheet**  
**June 30, 2020**

	<b>Capital Projects Funds</b>		
	Capital Improvements SB-9 (State Match) Fund 31703	Ed Technology Equipment Act Fund 31900	Total Non-Major Capital Projects Funds
<b>Assets</b>			
Cash and cash equivalents	\$ 12,973	\$ 330,962	\$ 351,299
Receivables:			
Property taxes	-	-	17,224
Grant	-	-	-
Interest	-	654	654
Due from other governments	-	-	5
Food inventory	-	-	-
Restricted:			
Cash and cash equivalents	-	451,246	451,246
<b>Total assets</b>	<b>\$ 12,973</b>	<b>\$ 782,862</b>	<b>\$ 820,428</b>
<b>Liabilities, deferred inflows and fund balance</b>			
Liabilities:			
Payroll liabilities - held payments	\$ -	\$ -	\$ -
Due to other funds	-	-	-
Total liabilities	-	-	-
Deferred inflows of resources:			
Delinquent property taxes	-	-	17,168
Fund balance:			
Non-spendable:			
Inventories	-	-	-
Restricted for:			
Food services	-	-	-
Extracurricular activities	-	-	-
Grantor restrictions	-	-	-
Capital projects	12,973	782,862	803,260
Debt service	-	-	-
Unassigned	-	-	-
Total fund balance	12,973	782,862	803,260
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b>\$ 12,973</b>	<b>\$ 782,862</b>	<b>\$ 820,428</b>

( cont'd; 6 of 7 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Balance Sheet**  
**June 30, 2020**

	<b>Debt Service Funds</b>		Total	Total
	Debt Service	Ed Tech	Non-Major	Nonmajor
	<u>Fund 41000</u>	<u>Fund 43000</u>	<u>Debt Service</u>	<u>Governmental</u>
			<u>Fund</u>	<u>Funds</u>
<b>Assets</b>				
Cash and cash equivalents	\$ 542,318	\$ 612,671	\$ 1,154,989	\$ 1,811,598
Receivables:				
Property taxes	86,243	83,393	169,636	186,860
Grant	-	-	-	111,368
Interest	-	-	-	654
Due from other governments	10,235	11,132	21,367	21,372
Food inventory	-	-	-	1,720
Restricted:				
Cash and cash equivalents	-	-	-	451,246
<b>Total assets</b>	<u>\$ 638,796</u>	<u>\$ 707,196</u>	<u>\$ 1,345,992</u>	<u>\$ 2,584,818</u>
<b>Liabilities, deferred inflows and fund balance</b>				
Liabilities:				
Payroll liabilities - held payments	\$ -	\$ -	\$ -	\$ 48,903
Due to other funds	-	-	-	88,911
Total liabilities	-	-	-	137,814
Deferred inflows of resources:				
Delinquent property taxes	79,388	76,118	155,506	172,674
Fund balance:				
Non-spendable:				
Inventories	-	-	-	1,720
Restricted for:				
Food services	-	631,078	631,078	709,277
Extracurricular activities	-	-	-	27,472
Grantor restrictions	-	-	-	173,525
Capital projects	-	-	-	803,260
Debt service	559,408	-	559,408	559,408
Unassigned	-	-	-	(332)
Total fund balance	559,408	631,078	1,190,486	2,274,330
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<u>\$ 638,796</u>	<u>\$ 707,196</u>	<u>\$ 1,345,992</u>	<u>\$ 2,584,818</u>

(7 of 7)

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020**

	<b>Special Revenue Funds</b>			
	<u>Food Service</u>	<u>Athletics</u>	<u>Title I</u>	<u>Entitlement</u>
	<u>Fund 21000</u>	<u>Fund 22000</u>	<u>Fund 24101</u>	<u>IDEA-B</u>
				<u>Fund 24106</u>
<b>Revenues:</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Oil and gas	-	-	-	-
Intergovernmental - federal grants	255,891	-	125,455	132,572
Intergovernmental - state grants	-	-	-	-
Contributions - private grants	-	-	-	-
Charges for services	28,354	14,337	-	-
Investment and interest income	-	-	-	-
<b>Total revenues</b>	<u>284,245</u>	<u>14,337</u>	<u>125,455</u>	<u>132,572</u>
<b>Expenditures:</b>				
Current:				
Instruction	-	19,582	63,174	99,553
Support services:				
Students	-	-	-	18,829
Instruction	-	-	58,983	-
General Administration	-	-	-	-
School Administration	-	-	3,298	-
Central Services	-	-	-	9,095
Operation & Maintenance of Plant	-	-	-	-
Food services operations	233,871	-	-	-
Capital outlay	-	-	-	5,095
Debt service:				
Principal retirement	-	-	-	-
Bond interest paid	-	-	-	-
Other	-	-	-	-
<b>Total expenditures</b>	<u>233,871</u>	<u>19,582</u>	<u>125,455</u>	<u>132,572</u>
<i>Excess (deficiency) of revenues over expenditures</i>	50,374	(5,245)	-	-
<b>Fund balance (deficit) at beginning of the year</b>	<u>29,545</u>	<u>32,717</u>	<u>-</u>	<u>-</u>
<b>Fund balance (deficit) at end of the year</b>	<u>\$ 79,919</u>	<u>\$ 27,472</u>	<u>\$ -</u>	<u>\$ -</u>

( cont'd; 1 of 8 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
 Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020

	Special Revenue Funds			
	Preschool IDEA-B Fund 24109	Fresh Fruits and Vegetables Fund 24118	IDEA-B Student Success Fund 24132	Title II Teacher Quality Fund 24154
<b>Revenues:</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Oil and gas	-	-	-	-
Intergovernmental - federal grants	11,105	2,661	7,669	24,264
Intergovernmental - state grants	-	-	-	-
Contributions - private grants	-	-	-	-
Charges for services	-	-	-	-
Investment and interest income	-	-	-	-
<b>Total revenues</b>	11,105	2,661	7,669	24,264
<b>Expenditures:</b>				
Current:				
Instruction	11,105	-	7,669	13,653
Support services:				
Students	-	-	-	-
Instruction	-	-	-	-
General Administration	-	-	-	-
School Administration	-	-	-	-
Central Services	-	-	-	-
Operation & Maintenance of Plant	-	-	-	-
Food services operations	-	2,661	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Bond interest paid	-	-	-	-
Other	-	-	-	-
<b>Total expenditures</b>	11,105	2,661	7,669	13,653
<i>Excess (deficiency) of revenues over expenditures</i>	-	-	-	10,611
<b>Fund balance (deficit) at beginning of the year</b>	-	-	-	(10,612)
<b>Fund balance (deficit) at end of the year</b>	\$ -	\$ -	\$ -	\$ (1)

(cont'd; 2 of 8)

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020**

**Special Revenue Funds**

	USDA Equipment Assist Fund 24183	Student Support and Academic Achievement Fund 24189	Title XIX Medicaid Fund 25153	Rural Education Achievement Fund 25233	Turner Foundation Fund 26156
<b>Revenues:</b>					
Taxes:					
Property	\$ -	\$ -	\$ -	\$ -	\$ -
Oil and gas	-	-	-	-	-
Intergovernmental - federal grants	-	23,906	3,602	10,102	-
Intergovernmental - state grants	-	-	32,657	-	-
Contributions - private grants	-	-	-	-	12,500
Charges for services	-	-	-	-	-
Investment and interest income	-	-	-	-	-
<b>Total revenues</b>	<u>-</u>	<u>23,906</u>	<u>36,259</u>	<u>10,102</u>	<u>12,500</u>
<b>Expenditures:</b>					
Current:					
Instruction	-	10,000	-	7,119	9,348
Support services:					
Students	-	-	24,109	2,983	-
Instruction	-	-	-	-	-
General Administration	-	-	-	-	-
School Administration	-	-	12,150	-	-
Central Services	-	-	-	-	-
Operation & Maintenance of Plant	-	-	-	-	-
Food services operations	-	-	-	-	-
Capital outlay	-	-	-	-	-
Debt service:					
Principal retirement	-	-	-	-	-
Bond interest paid	-	-	-	-	-
Other	-	-	-	-	-
<b>Total expenditures</b>	<u>-</u>	<u>10,000</u>	<u>36,259</u>	<u>10,102</u>	<u>9,348</u>
<i>Excess (deficiency) of revenues over expenditures</i>	-	13,906	-	-	3,152
<b>Fund balance (deficit) at beginning of the year</b>	<u>-</u>	<u>(13,906)</u>	<u>-</u>	<u>-</u>	<u>17,104</u>
<b>Fund balance (deficit) at end of the year</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 20,256</u>

(cont'd; 3 of 8)



STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020**

	Special Revenue Funds			
	A Plus for Education Fund 26179	Dual Credit Instructional Materials Fund 27103	Libraries GO Bond 2012 Fund 27107	Instructional Materials Appropriation Fund 27109
<b>Revenues:</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Oil and gas	-	-	-	-
Intergovernmental - federal grants	-	-	-	-
Intergovernmental - state grants	-	1,384	6,363	39,726
Contributions - private grants	-	-	-	-
Charges for services	-	-	-	-
Investment and interest income	-	-	-	-
<b>Total revenues</b>	-	1,384	6,363	39,726
<b>Expenditures:</b>				
Current:				
Instruction	(1)	1,384	-	39,725
Support services:				
Students	-	-	-	-
Instruction	-	-	6,363	-
General Administration	-	-	-	-
School Administration	-	-	-	-
Central Services	-	-	-	-
Operation & Maintenance of Plant	-	-	-	-
Food services operations	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Bond interest paid	-	-	-	-
Other	-	-	-	-
<b>Total expenditures</b>	(1)	1,384	6,363	39,725
<i>Excess (deficiency) of revenues over expenditures</i>	1	-	-	1
<b>Fund balance (deficit) at beginning of the year</b>	870	-	-	-
<b>Fund balance (deficit) at end of the year</b>	\$ 871	\$ -	\$ -	\$ 1

(cont'd; 4 of 8)

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020**

	Special Revenue Funds			
	Community Schools Planning Grant <u>Fund 27126</u>	Pre-K Initiative <u>Fund 27149</u>	Breakfast for Elementary Students <u>Fund 27155</u>	Private Direct Grants <u>Fund 29102</u>
<b>Revenues:</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Oil and gas	-	-	-	-
Intergovernmental - federal grants	-	-	-	-
Intergovernmental - state grants	46,894	140,000	661	-
Contributions - private grants	-	-	-	100,000
Charges for services	-	-	-	-
Investment and interest income	-	-	-	-
<b>Total revenues</b>	46,894	140,000	661	100,000
<b>Expenditures:</b>				
Current:				
Instruction	46,894	140,000	1	11,689
Support services:				
Students	-	-	-	-
Instruction	-	-	-	-
General Administration	-	-	-	754
School Administration	-	-	-	-
Central Services	-	-	-	-
Operation & Maintenance of Plant	-	-	-	-
Food services operations	-	-	991	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Bond interest paid	-	-	-	-
Other	-	-	-	-
<b>Total expenditures</b>	46,894	140,000	992	12,443
<i>Excess (deficiency) of revenues over expenditures</i>	-	-	(331)	87,557
<b>Fund balance (deficit) at beginning of the year</b>	-	-	-	64,840
<b>Fund balance (deficit) at end of the year</b>	\$ -	\$ -	\$ (331)	\$ 152,397

( cont'd; 5 of 8 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020**

	<b>Capital Projects Funds</b>		
Total Nonmajor Special Revenue Funds	Capital Improvements HB-33 Fund 31600	Capital Improvements SB-9 (State) Fund 31700	
<b>Revenues:</b>			
Taxes:			
Property	\$ -	\$ 5,495	\$ -
Oil and gas	-	-	-
Intergovernmental - federal grants	597,227	-	-
Intergovernmental - state grants	267,685	-	-
Contributions - private grants	112,500	-	-
Charges for services	42,691	-	-
Investment and interest income	-	-	-
<b>Total revenues</b>	<u>1,020,103</u>	<u>5,495</u>	<u>-</u>
<b>Expenditures:</b>			
Current:			
Instruction	480,895	-	-
Support services:			
Students	45,921	-	-
Instruction	65,346	-	-
General Administration	754	55	-
School Administration	15,448	-	-
Central Services	9,095	-	-
Operation & Maintenance of Plant	-	-	-
Food services operations	237,523	-	-
Capital outlay	5,095	-	-
Debt service:			
Principal retirement	-	-	-
Bond interest paid	-	-	-
Other	-	-	-
<b>Total expenditures</b>	<u>860,077</u>	<u>55</u>	<u>-</u>
<i>Excess (deficiency) of revenues over expenditures</i>	160,026	5,440	-
<b>Fund balance (deficit) at beginning of the year</b>	<u>120,558</u>	<u>1,985</u>	<u>-</u>
<b>Fund balance (deficit) at end of the year</b>	<u>\$ 280,584</u>	<u>\$ 7,425</u>	<u>\$ -</u>

( cont'd; 6 of 8 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
**Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020**

	<b>Capital Projects Funds</b>		
	Capital Improvements	Ed Technology Equipment Act	Total Nonmajor Capital Projects
	SB-9 (State Match) <u>Fund 31703</u>	Fund 31900 <u>Fund 31900</u>	<u>Funds</u>
<b>Revenues:</b>			
Taxes:			
Property	\$ -	\$ 1	\$ 5,496
Oil and gas	-	-	-
Intergovernmental - federal grants	-	-	-
Intergovernmental - state grants	12,973	-	12,973
Contributions - private grants	-	-	-
Charges for services	-	-	-
Investment and interest income	-	13,907	13,907
<b>Total revenues</b>	12,973	13,908	32,376
<b>Expenditures:</b>			
Current:			
Instruction	-	-	-
Support services:			
Students	-	-	-
Instruction	-	-	-
General Administration	-	-	55
School Administration	-	-	-
Central Services	-	-	-
Operation & Maintenance of Plant	-	281,364	281,364
Food services operations	-	-	-
Capital outlay	-	75,148	75,148
Debt service:			
Principal retirement	-	-	-
Bond interest paid	-	-	-
Other	-	-	-
<b>Total expenditures</b>	-	356,512	356,567
<i>Excess (deficiency) of revenues over expenditures</i>	12,973	(342,604)	(324,191)
<b>Fund balance (deficit) at beginning of the year</b>	-	1,125,466	1,127,451
<b>Fund balance (deficit) at end of the year</b>	\$ 12,973	\$ 782,862	\$ 803,260

( cont'd; 7 of 8 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

NON-MAJOR GOVERNMENTAL FUNDS  
 Combining Statement of Revenues, Expenditures, and  
 Changes in Fund Balance  
 Year Ended June 30, 2020

	Debt Service Funds			
	Debt Service Fund 41000	Ed Tech Debt Service Fund 43000	Total Nonmajor Debt Service Funds	Total Nonmajor Governmental Funds
<b>Revenues:</b>				
Taxes:				
Property	\$ 486,296	\$ 526,708	\$ 1,013,004	\$ 1,018,500
Oil and gas	20,638	22,377	43,015	43,015
Intergovernmental - federal grants	-	-	-	597,227
Intergovernmental - state grants	-	-	-	280,658
Contributions - private grants	-	-	-	112,500
Charges for services	-	-	-	42,691
Investment and interest income	4,170	2,982	7,152	21,059
<b>Total revenues</b>	511,104	552,067	1,063,171	2,115,650
<b>Expenditures:</b>				
Current:				
Instruction	-	-	-	480,895
Support services:				
Students	-	-	-	45,921
Instruction	-	-	-	65,346
General Administration	4,794	5,191	9,985	10,794
School Administration	-	-	-	15,448
Central Services	-	-	-	9,095
Operation & Maintenance of Plant	-	-	-	281,364
Food services operations	-	-	-	237,523
Capital outlay	-	-	-	80,243
Debt service:				
Principal retirement	380,000	521,050	901,050	901,050
Bond interest paid	100,844	23,585	124,429	124,429
Other	539	539	1,078	1,078
<b>Total expenditures</b>	486,177	550,365	1,036,542	2,253,186
<i>Excess (deficiency) of revenues over expenditures</i>	24,927	1,702	26,629	(137,536)
<b>Fund balance (deficit) at beginning of the year</b>	534,481	629,376	1,163,857	2,411,866
<b>Fund balance (deficit) at end of the year</b>	\$ 559,408	\$ 631,078	\$ 1,190,486	\$ 2,274,330

( 8 of 8 )

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**STATE REQUIRED DISCLOSURES**  
*(OTHER SUPPLEMENTAL INFORMATION)*

Supplemental schedules required by the State of  
New Mexico to provide additional analysis.

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

FIDUCIARY FUNDS  
**Schedule of Changes in Assets and Liabilities - All Agency Funds**  
**Year Ended June 30, 2020**

<u>ASSETS</u>	Balance <u>June 30, 2019</u>	<u>Receipts</u>	<u>Disbursements</u>	Balance <u>June 30, 2020</u>
Cash and cash equivalents:				
High School	\$ 66,041	\$ 71,708	\$ 61,636	\$ 76,113
Cimarron	9,328	17,307	15,428	11,207
Eagle Nest	52,642	24,417	24,546	52,513
Central Office	6,205	1,858	866	7,197
Scholarships	<u>89,587</u>	<u>14,550</u>	<u>1,500</u>	<u>102,637</u>
	<u>\$ 223,803</u>	<u>\$ 129,840</u>	<u>\$ 103,976</u>	<u>\$ 249,667</u>
 <u>LIABILITIES</u>				
Deposits held for others	<u>\$ 223,803</u>	<u>\$ 129,840</u>	<u>\$ 103,976</u>	<u>\$ 249,667</u>



STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

SCHEDULE OF PLEDGED COLLATERAL  
**June 30, 2020**

	<u>In Bank</u>	<u>New Mexico Finance Authority</u>	<u>Total</u>
<b>Cash on deposit at June 30, 2020:</b>			
Checking and savings	\$ 3,302,950	\$ 4,454,140	\$ 7,757,090
Less: FDIC coverage	298,378	-	298,378
Uninsured funds	<u>3,601,328</u>	<u>4,454,140</u>	<u>8,055,468</u>
 <b>Amount requiring pledged collateral:</b>			
50% collateral requirement	1,526,475	2,227,070	3,753,545
Pledged collateral	<u>3,411,165</u>	<u>4,454,140</u>	<u>7,865,305</u>
Excess (deficiency) of pledged collateral	<u>\$ 1,884,690</u>	<u>\$ 2,227,070</u>	<u>\$ 4,111,760</u>

( cont'd; 1 of 2 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

SCHEDULE OF PLEDGED COLLATERAL  
**June 30, 2020**

	<u>Maturity</u>	<u>CUSIP #</u>	<u>Market Value</u>
<b><u>In Bank:</u></b>			
FHR 4803 LC	1/15/2045	3137F5SM2	\$ 139,453
UTAH ST BRD OF RGTS	5/1/2035	917546HY2	584,958
FHR 4800JA	3/15/2047	3137F5X53	154,741
SLMA 2006-10 A6	3/25/2044	78443BAG1	2,425,419
FHMS K504 A2	9/25/2020	3137BMLC8	106,594
			<u>\$ 3,411,165</u>

The above securities are not held in the School's name at Bankers Bank of the West, Denver, Colorado.

**State of New Mexico:**

Detail of the pledged collateral to the District is unavailable because the bank commingles pledged collateral for all state funds it holds. However, the State Treasurer's Office Collateral Bureau monitors the pledged collateral for all state funds.

( 2 of 2 )

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

SCHEDULE OF DEPOSIT AND INVESTMENT ACCOUNTS  
 Year Ended June 30, 2020

	<u>Account Type</u>	<u>Account Classification</u>	<u>Bank Amount</u>
<b>IN BANK:</b>			
Operational/Capital Projects	Checking - Interest	Cash and Cash Equivalents	\$ 2,993,813
Activities	Checking - Interest	Agency Funds	188,898
Zane Scholarship	Certificate of Deposit	Agency Funds	12,724
Ed Tech CD	Certificate of Deposit	Cash and Cash Equivalents	<u>309,137</u>
<b>Subtotal</b>			<u><u>3,504,572</u></u>
 <b>NEW MEXICO FINANCE AUTHORITY:</b>			
Bond Building	Escrow	Restricted Cash and Cash Equivalents	4,002,894
Ed Tech	Escrow	Restricted Cash and Cash Equivalents	374,793
Ed Tech	Escrow	Restricted Cash and Cash Equivalents	<u>76,453</u>
<b>Subtotal</b>			<u><u>4,454,140</u></u>
 <b>MANHATTAN LIFE:</b>			
Masonic Scholarship	Annuity	Agency Funds	10,137
Cardwell Scholarship	Annuity	Agency Funds	9,036
Cardwell Scholarship	Annuity	Agency Funds	19,392
Cardwell Scholarship	Annuity	Agency Funds	<u>10,194</u>
<b>Subtotal</b>			<u><u>48,759</u></u>
 <b>TOTAL DEPOSITS</b>			 <u><u>\$ 8,007,471</u></u>
Adjustments to cash:			
Bank Balance			\$ 8,007,471
Outstanding deposits			679
Outstanding checks			(504,124)
Payments held at yearend			<u>332,588</u>
<b>Total adjusted cash</b>			<u><u>\$ 7,836,614</u></u>

STATE OF NEW MEXICO  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

**CASH RECONCILIATION**  
 Year Ended June 30, 2020

	Beginning Cash	Receipts	Distributions	Other	Net Cash End of Period	Adjustments to the report	Total Cash on Report
Operations	\$ 251,709	\$ 4,710,076	\$ 4,671,925	\$ (80,867)	\$ 208,993	\$ 268,416	\$ 477,409
Transportation	5,552	461,269	461,276	(5,545)	-	15,269	15,269
Instructional Materials	45,840	1	11,700	-	34,141	-	34,141
Food Services	32,682	272,192	245,818	(3,646)	55,410	4,782	60,192
Athletics	27,717	14,337	19,582	5,000	27,472	3,368	30,840
Federal Flowthrough Funds	29,020	354,978	303,115	(80,883)	-	18,686	18,686
Federal Direct Funds	1,143	42,758	46,360	2,459	-	1,317	1,317
Local Grants	17,974	12,500	9,347	-	21,127	-	21,127
State Flowthrough Funds	3,716	218,748	235,357	12,894	1	20,662	20,663
Local/State	64,840	100,000	12,443	-	152,397	88	152,485
Bond Building	-	2,894	250,014	4,000,000	3,752,880	250,014	4,002,894
Capital Improvements HB-33	1,985	5,433	54	-	7,364	-	7,364
Capital Improvements SB-9 (State)	-	26,963	-	(26,963)	-	-	-
Capital Improvements SB-9 (Local)	964,713	745,305	665,614	-	1,044,404	(250,014)	794,390
Capital Improvements SB-9 (State Matcl)	-	12,973	-	-	12,973	-	12,973
Ed Technology Equipment Act	1,125,466	13,253	356,511	-	782,208	-	782,208
Debt Service	525,859	502,636	486,177	-	542,318	-	542,318
Ed Tech Debt Service	620,369	542,666	550,364	-	612,671	-	612,671
Agency Funds	-	-	-	-	-	249,667	249,667
Total	\$ 3,718,585	\$ 8,038,982	\$ 8,325,657	\$ 3,822,449	\$ 7,254,359	\$ 582,255	\$ 7,836,614

Adjustments to report:

Agency funds	\$ 249,667
Interfund loans receivable - pooled cash	(250,014)
Interfund loans payable - pooled cash	250,014
Payments held at yearend	332,588
Total adjustment to the report	\$ 582,255

# COMPONENT UNITS

MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

STATEMENT OF NET POSITION  
 June 30, 2020

	Primary Government	Component Units
	Governmental Activities	Education Foundation
<b>Assets</b>		
Cash and cash equivalents	\$ 494,309	\$ 59,152
Receivables:		
Delinquent property taxes receivable	17,224	-
Grant	2,210	-
Non-current:		
Non-depreciable assets	-	151,920
Depreciable capital assets, net	5,185	-
<b>Total Assets</b>	<b>518,928</b>	<b>211,072</b>
<b>Deferred Outflows of Resources:</b>		
Contributions to pension subsequent to the measurement date	78,094	-
Net change in pension assumptions	156,626	-
Net change in proportionate share of pension liability	98,903	-
Contributions to OPEB subsequent to the measurement date	11,044	-
Net change in proportionate share of OPEB liability	46,367	-
<b>Total Deferred Outflows of Resources</b>	<b>391,034</b>	<b>-</b>
<b>Liabilities</b>		
Accounts payable	2,511	-
Payroll Liabilities	27,950	-
Aggregate net pension liability	1,111,590	-
Aggregate OPEB liability	314,187	-
<b>Total Liabilities</b>	<b>1,456,238</b>	<b>-</b>
<b>Deferred Inflows of Resources</b>		
Difference between expected and actual pension experience	29,133	
Net difference between projected and actual investment earnings on pension plan investments	23,673	
Net change in proportionate share of pension liability	117,528	-
Difference between expected and actual OPEB experience	79,066	-
Net difference between projected and actual investment earnings on OPEB plan investments	2,921	-
Net change in OPEB assumptions	101,405	-
Net change in proportionate share of OPEB liability	40,159	-
<b>Total Deferred Inflows of Resources</b>	<b>393,885</b>	<b>-</b>
<b>Net Position</b>		
Net investment in capital assets	5,185	151,920
Restricted for:		
Special revenue funds	163,129	-
Capital projects	264,188	-
Unrestricted	(1,372,663)	59,152
<b>Total Net Position</b>	<b>\$ (940,161)</b>	<b>\$ 211,072</b>

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

STATEMENT OF ACTIVITIES  
 Year Ended June 30, 2020

	Expenses	Charges for Services	Program Revenues Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Component Units
					Net (Expense) Revenue and Changes in Net Position	
<b>Functions/Programs</b>						
<b>Primary governmental:</b>						
<b>Governmental activities:</b>						
Instruction	\$ 540,475	\$ -	\$ 5,074	\$ 1,519	\$ (533,882)	
Support Services - Students	81,556	-	766	-	(80,790)	
Support Services - Instruction	2,210	-	21	-	(2,189)	
Support Services - General Administration	194,936	-	1,830	339	(192,767)	
Operations & Maintenance of Plant	263,983	-	2,479	49,650	(211,854)	
<b>Total governmental activities</b>	<u>\$ 1,083,160</u>	<u>\$ -</u>	<u>\$ 10,170</u>	<u>\$ 51,508</u>	<u>\$ (1,021,482)</u>	
<b>Component units:</b>						
Moreno Valley Education Foundation	\$ 28,901	\$ -	\$ 2,140	\$ -	\$ (26,761)	

General revenues:

Taxes:

Property Taxes:	111,682	
Capital projects	890,837	
State equalization	-	
Grants and contributions not restricted	158,545	
Pension income	416,422	
OPEB income	24,874	
Unrestricted investment earnings	41	
Total general revenues	<u>1,602,401</u>	

*Change in net position*

Change in net position	580,919	(26,761)
Net position - beginning	<u>(1,521,080)</u>	<u>237,833</u>
Net position - ending	<u>\$ (940,161)</u>	<u>\$ 211,072</u>

The notes to the financial statements are an integral part of this statement.



**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
(COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

**General Funds**

Special revenue funds are operating funds used to account for the proceeds of specific revenue sources that are intended for specific purposes other than special assessments or major capital projects.

**Operating** (Fund No. 11000) Minimum Balance: None  
The government's primary fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**Instructional Materials** (Fund No. 14000) Minimum Balance: None  
Accounts for all the Instructional Materials funds received through the state for the purpose of acquiring study materials for the students.

**Special Revenue Funds**

Special revenue funds are operating funds used to account for the proceeds of specific revenue sources that are intended for specific purposes other than special assessments or major capital projects.

**Entitlement IDEA-B** (Fund No. 24106) Minimum Balance: None  
Program provides grants to states that flow-through to schools, to assist them in providing a free appropriate public education to all children with disabilities. The program is funded by the United States government, under the Individuals with Disabilities Education Act, Part B, Section 611-617, and part D, Section 674 as amended, 20 U.S.C. 1711-1417 and 1420.

**Library GO Bonds 2012** (Fund No. 27107) Minimum Balance: None  
Funds to be used for library books and library resources for public school libraries statewide. Library resources include computers, software, projectors, televisions, other related hardware and software, shelving, desks, chairs, and book trucks/carts. Senate Bill 66, Laws of 2012, 2nd Session, Chapter 54, Section 10.B.(3).

**Instructional Material Appropriation** (Fund No. 27109) Minimum Balance: None  
Accounts for the special 2019-2020 appropriation of Instructional Materials funds received through the state for the purpose of acquiring study materials for the students

**Private Direct Grants** (Fund No. 29102) Minimum Balance: None  
To provide additional classroom time at Rio Rancho High Schools for seniors to meet graduation requirements. Funding authority is the New Mexico Public Education Department.

**Capital Projects Funds**

**Public School Capital Outlay** (Fund No. 31200) Minimum Balance: None  
To account for funding provided to the District by the State of New Mexico for capital improvement projects approved by the Public School Capital Outlay Council. Funding is authorized by NMAC 6.20.2 through the New Mexico Public Education Department.

**Capital Improvements SB-9 (State)** (Fund No. 31700 & 31703) Minimum Balance: None  
To account for funds distributed under the Public School Capital Outlay Improvements Act (22-25-1 to 22-25-10 NMSA 1978) to any school district that has imposed a tax for capital outlays and maintenance. An amount from the public school capital improvements fund that is equal to the amount by which the revenue estimated to be received from the imposed tax as specified in Subsection B of section 22-25-3 NMSA 1978, assuming a one hundred percent collection rate, is less than an amount calculated by multiplying the product obtained by the rate imposed in the District under the Public School Capital Improvements Act. The distribution shall be made by December 1, of each year that the tax is imposed in accordance with Section 22-25-3 NMSA 1978. Provided, however, in the event that sufficient funds are not available in the public school capital improvement funds to make the state distribution provided for in this section, the dollar per program unit figure shall be reduced as necessary.

**Capital Improvements SB – 9 (Local)** (Fund No. 31701) Minimum Balance: None  
This fund provides financing for the purchase of equipment and capital improvements to School District property. Funding is received from a 2 mill property tax levy and interest earned on investments, under New Mexico Senate Bill 9.

**Ed Technology Equipment Act** (Fund No. 31900) Minimum Balance: None  
This fund is used to account for the revenues and expenditures associated with Education Technology Bonds in the purchasing of equipment used in the educational process.



STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

GOVERNMENTAL FUNDS  
**Balance Sheet**  
**June 30, 2020**

	General Funds		Special Revenue Funds			
	Operational Fund	Instructional Materials Fund	Entitlement IDEA-B Fund 24106	Libraries GO Bond 2012 Fund 27107	Instructional Materials Appropriation Fund 27109	Private Direct Grants Fund 29102
<b>Assets</b>						
Cash and cash equivalents	\$ 84,215	\$ 1	\$ -	\$ -	\$ 1	\$ 163,128
Receivables:						
Property taxes	-	-	-	-	-	-
Grant	-	-	-	2,210	-	-
Due from other funds	<u>2,210</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total assets</b>	<b>\$ 86,425</b>	<b>\$ 1</b>	<b>\$ -</b>	<b>\$ 2,210</b>	<b>\$ 1</b>	<b>\$ 163,128</b>
<b>Liabilities, deferred inflows, and fund balance</b>						
Liabilities:						
Accounts payable	\$ 2,511	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll liabilities - held payments	27,950	-	-	-	-	-
Due to other funds	-	-	-	2,210	-	-
Total liabilities	<u>30,461</u>	<u>-</u>	<u>-</u>	<u>2,210</u>	<u>-</u>	<u>-</u>
Deferred inflows of resources:						
Delinquent property taxes	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance:						
Restricted for:						
Instructional materials	-	1	-	-	-	-
Extracurricular activities	-	-	-	-	-	-
Grantor restrictions	-	-	-	-	1	163,128
Capital projects	-	-	-	-	-	-
Unassigned	<u>55,964</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total fund balance	<u>55,964</u>	<u>1</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>163,128</u>
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b>\$ 86,425</b>	<b>\$ 1</b>	<b>\$ -</b>	<b>\$ 2,210</b>	<b>\$ 1</b>	<b>\$ 163,128</b>

(cont'd; 1 of 2)

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

GOVERNMENTAL FUNDS  
**Balance Sheet**  
**June 30, 2020**

	<b>Capital Projects Funds</b>					<b>Total Governmental Funds</b>
	Public School Capital Outlay Fund 31200	Capital Improvements SB-9 (State Match) Fund 31700	Capital Improvements SB-9 (Local) Fund 31701	Capital Improvements SB-9 (State) Fund 31703	Ed Technology Equipment Act Fund 31900	
<b>Assets</b>						
Cash and cash equivalents	\$ -	\$ -	\$ 207,489	\$ -	\$ 39,475	\$ 494,309
Receivables:						
Property taxes	-	-	17,224	-	-	17,224
Grant	-	-	-	-	-	2,210
Due from other funds	-	-	-	-	-	2,210
<b>Total assets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 224,713</b>	<b>\$ -</b>	<b>\$ 39,475</b>	<b>\$ 515,953</b>
<b>Liabilities, deferred inflows, and fund balance</b>						
Liabilities:						
Accounts payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,511
Payroll liabilities - held payments	-	-	-	-	-	27,950
Due to other funds	-	-	-	-	-	2,210
Total liabilities	-	-	-	-	-	32,671
Deferred inflows of resources:						
Delinquent property taxes	-	-	15,792	-	-	15,792
Fund balance:						
Restricted for:						
Instructional materials	-	-	-	-	-	1
Extracurricular activities	-	-	-	-	-	-
Grantor restrictions	-	-	-	-	-	163,129
Capital projects	-	-	208,921	-	39,475	248,396
Unassigned	-	-	-	-	-	55,964
Total fund balance	-	-	208,921	-	39,475	467,490
<b>Total liabilities, deferred inflows of resources, and fund balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 224,713</b>	<b>\$ -</b>	<b>\$ 39,475</b>	<b>\$ 515,953</b>

( 2 of 2 )

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

RECONCILIATION OF THE BALANCE SHEET - ALL GOVERNMENTAL FUNDS  
 TO THE STATEMENT OF NET POSITION  
 June 30, 2020

Amounts reported for governmental activities in the statement of net position are different because:

Fund balances - total governmental funds	\$	467,490
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.		
Capital assets		78,063
Accumulated depreciation		(72,878)
Other assets are not available to pay for current-period expenditures and therefore are deferred in the funds.		
Property taxes receivable		15,792
Deferred outflow of resources are not financial resources, and therefore are not reported in the funds and include:		
Contributions to pension subsequent to the measurement date		78,094
Net change in pension assumptions		156,626
Net change in proportionate share of pension liability		98,903
Contributions to OPEB subsequent to the measurement date		11,044
Net change in proportionate share of OPEB liability		46,367
Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds		
Net pension liability		(1,111,590)
Net OPEB liability		(314,187)
Deferred inflow of resources are not financial resources, and therefore are not reported in the funds and include:		
Difference between expected and actual pension experience		(29,133)
Net difference between projected and actual investment earnings on pension plan investments		(23,673)
Net change in proportionate share of pension liability		(117,528)
Difference between expected and actual OPEB experience		(79,066)
Net difference between projected and actual investment earnings on OPEB plan investments		(2,921)
Net change in OPEB assumptions		(101,405)
Net change in proportionate share of OPEB liability		<u>(40,159)</u>
Net position of governmental activities	\$	<u>(940,161)</u>

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

GOVERNMENTAL FUNDS  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
 Year Ended June 30, 2020

	General Funds		Special Revenue Funds			
	Operational Fund	Instructional Materials Fund	Entitlement IDEA-B Fund 24106	Libraries GO Bond 2012 Fund 27107	Instructional Materials Appropriation Fund 27109	Private Direct Grants Fund 29102
<b>Revenues:</b>						
Taxes:						
Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Intergovernmental - state grants	890,837	423	-	2,210	7,537	-
Contributions - private grants	-	-	9,095	-	-	149,450
Investment and interest income	41	-	-	-	-	-
<b>Total revenues</b>	<u>890,878</u>	<u>423</u>	<u>9,095</u>	<u>2,210</u>	<u>7,537</u>	<u>149,450</u>
<b>Expenditures:</b>						
Current:						
Instruction	583,084	4,843	-	-	7,536	34,128
Support services:						
Students	72,458	-	9,095	-	-	-
Instruction	-	-	-	2,210	-	-
General Administration	134,381	-	-	-	-	59,380
Operation & Maintenance of Plant	93,080	-	-	-	-	-
Capital outlay	-	-	-	-	-	-
<b>Total expenditures</b>	<u>883,003</u>	<u>4,843</u>	<u>9,095</u>	<u>2,210</u>	<u>7,536</u>	<u>93,508</u>
<i>Excess of revenues over expenditures</i>	7,875	(4,420)	-	-	1	55,942
<b>Fund balance at beginning of the year</b>	<u>48,089</u>	<u>4,421</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>107,186</u>
<b>Fund balance at end of the year</b>	<u>\$ 55,964</u>	<u>\$ 1</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1</u>	<u>\$ 163,128</u>

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

GOVERNMENTAL FUNDS  
 Statement of Revenues, Expenditures, and Changes in Fund Balance  
 Year Ended June 30, 2020

	<u>Capital Projects Funds</u>					Total Governmental Funds
	Public School Capital Outlay Fund 31200	Capital Improvements SB-9 (State Match) Fund 31700	Capital Improvements SB-9 (Local) Fund 31701	Capital Improvements SB-9 (State) Fund 31703	Ed Technology Equipment Act Fund 31900	
<b>Revenues:</b>						
Taxes:						
Property	\$ -	\$ -	\$ 115,311	\$ -	\$ -	\$ 115,311
Intergovernmental - state grants	45,328	3,909	-	2,271	-	950,244
Contributions - private grants	-	-	-	-	-	158,545
Investment and interest income	-	-	-	-	-	41
<b>Total revenues</b>	<u>45,328</u>	<u>3,909</u>	<u>115,311</u>	<u>2,271</u>	<u>-</u>	<u>1,224,141</u>
<b>Expenditures:</b>						
Current:						
Instruction	-	-	-	-	-	629,591
Support services:						
Students	-	-	-	-	-	81,553
Instruction	-	-	-	-	-	2,210
General Administration	-	-	1,167	-	-	194,928
Operation & Maintenance of Plant	45,328	3,909	86,153	2,271	33,231	228,470
Capital outlay	-	-	5,229	-	-	5,229
<b>Total expenditures</b>	<u>45,328</u>	<u>3,909</u>	<u>92,549</u>	<u>2,271</u>	<u>33,231</u>	<u>1,141,981</u>
<i>Excess of revenues over expenditures</i>	-	-	22,762	-	(33,231)	82,160
<b>Fund balance at beginning of the year</b>	-	-	186,159	-	72,706	345,855
<b>Fund balance at end of the year</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 208,921</u>	<u>\$ -</u>	<u>\$ 39,475</u>	<u>\$ 428,015</u>

(2 of 2)

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
 AND CHANGES IN FUND BALANCES ALL GOVERNMENTAL FUNDS  
 TO THE STATEMENT OF ACTIVITIES  
**Year Ended June 30, 2020**

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balance - total governmental funds	\$	48,929
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current year</p>		
Capital outlay		5,229
Depreciation		(44)
<p>Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.</p>		
<p>Deferred property taxes at:</p>		
June 30, 2019		(19,421)
June 30, 2020		15,792
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.</p>		
Deferred contributions to pension plan		78,094
Deferred contributions to OPEB plan		11,044
Pension income		416,422
OPEB income		<u>24,874</u>
Change in net position of governmental activities	\$	<u>580,919</u>

The notes to the financial statements are an integral part of this statement.

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

OPERATIONAL FUND - NO. 11000  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual (Non-GAAP Budgetary Basis)**  
**Year Ended June 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	(Budgetary Basis)	Final Budget
				Positive (Negative)
<b>Revenues:</b>				
Intergovernmental - state grants	\$ 833,709	\$ 889,694	\$ 890,837	\$ 1,143
Investment and interest income	-	-	41	41
<b>Total revenues</b>	833,709	889,694	890,878	1,184
<b>Expenditures:</b>				
Current:				
Instruction	578,028	592,185	583,113	9,072
Support services:				
Students	42,750	80,612	72,458	8,154
General Administration	122,873	148,880	134,491	14,389
Operation & Maintenance of Plant	127,819	123,003	97,325	25,678
<b>Total expenditures</b>	871,470	944,680	887,387	57,293
<i>Excess (deficiency) of revenues over expenditures</i>	(37,761)	(54,986)	3,491	58,477
<i>Beginning cash balance budgeted</i>	37,761	54,986	-	(54,986)
<b>Fund balance at beginning of the year</b>	-	-	48,089	48,089
<b>Fund balance at end of the year</b>	\$ -	\$ -	51,580	\$ 51,580
<b>RECONCILIATION TO GAAP BASIS:</b>				
Change in payables			4,384	
<b>Fund balance at end of the year (GAAP basis)</b>			\$ 55,964	

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

INSTRUCTIONAL MATERIALS FUND - NO. 14000  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual (Non-GAAP Budgetary Basis)**  
**Year Ended June 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	(Budgetary Basis)	Final Budget
				Positive (Negative)
<b>Revenues:</b>				
Intergovernmental - state grants	\$ -	\$ -	\$ 423	\$ 423
<b>Expenditures:</b>				
Current:				
Instruction	6,219	4,843	4,843	-
<i>Excess (deficiency) of revenues over expenditures</i>	(6,219)	(4,843)	(4,420)	423
<i>Beginning cash balance budgeted</i>	6,219	4,843	-	(4,843)
<b>Fund balance at beginning of the year</b>	-	-	4,421	4,421
<b>Fund balance at end of the year</b>	\$ -	\$ -	1	\$ 1
<b>RECONCILIATION TO GAAP BASIS:</b>				
Change in payables			-	
<b>Fund balance at end of the year (GAAP basis)</b>			\$ 1	



STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

PRIVATE DIRECT GRANTS FUND - NO. 29102  
**Statement of Revenues, Expenditures, and**  
**Changes in Fund Balance - Budget and Actual (Non-GAAP Budgetary Basis)**  
**Year Ended June 30, 2020**

	Budgeted Amounts		Actual Amounts	Variance with
	Original	Final	(Budgetary Basis)	Final Budget
				Positive (Negative)
<b>Revenues:</b>				
Contributions - private grants	\$ 76,628	\$ 149,450	\$ 149,450	\$ -
<b>Expenditures:</b>				
Current:				
Instruction	69,916	134,943	34,128	100,815
Support services:				
Students	50,593	50,593	-	50,593
General Administration	57,600	71,100	59,380	11,720
<b>Total expenditures</b>	178,109	256,636	93,508	163,128
<i>Excess (deficiency) of revenues over expenditures</i>	(101,481)	(107,186)	55,942	163,128
<i>Beginning cash balance budgeted</i>	101,481	107,186	-	(107,186)
<b>Fund balance at beginning of the year</b>	-	-	107,186	107,186
<b>Fund balance at end of the year</b>	\$ -	\$ -	163,128	\$ 163,128
<b>RECONCILIATION TO GAAP BASIS:</b>				
Change in payables			-	
<b>Fund balance at end of the year (GAAP basis)</b>			\$ 163,128	

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
(COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

AGENCY FUNDS  
**Statement of Fiduciary Assets and Liabilities**  
**June 30, 2020**

ASSETS

Pooled cash and investments	\$ <u>38,302</u>
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LIABILITIES

Deposits held for others	\$ <u>38,302</u>
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STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

FIDUCIARY FUNDS  
 Schedule of Changes in Assets and Liabilities - All Agency Funds  
 Year Ended June 30, 2020

<u>ASSETS</u>	Balance <u>June 30, 2019</u>	<u>Receipts</u>	<u>Disbursements</u>	Balance <u>June 30, 2020</u>
Cash and cash equivalents:				
Drama	\$ 752	\$ 513	\$ 696	\$ 569
Uav	1	-	-	1
Booster Club	7,351	4,080	8,985	2,446
Band	840	114	145	809
Fundraiser	41	-	-	41
Rycling/Green	29	-	-	29
Yearbook	2,359	-	-	2,359
Ski/Snowboard	354	-	-	354
Grants	1,408	-	-	1,408
Student Project	-	12,000	4,570	7,430
Art	387	330	64	653
Math	996	-	156	840
Bvef	7,279	8,309	7,954	7,634
Soccer	3,848	790	2,650	1,988
Pe	1,333	-	-	1,333
Greenhouse	64	-	-	64
Senior Class	625	832	727	730
Golf	11,310	10,378	14,789	6,899
Scholarships	179	-	-	179
Student Council	95	-	1	94
Interact Club	2,014	-	-	2,014
Kitchen	12	-	-	12
Technology	416	-	-	416
	<u>41,693</u>	<u>37,346</u>	<u>40,737</u>	<u>38,302</u>
Pooled cash and investments	<u>\$ 41,693</u>	<u>\$ 37,346</u>	<u>\$ 40,737</u>	<u>\$ 38,302</u>
<u>LIABILITIES</u>				
Deposits held for others	<u>\$ 41,693</u>	<u>\$ 37,346</u>	<u>\$ 40,737</u>	<u>\$ 38,302</u>

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

SCHEDULE OF PLEDGED COLLATERAL  
**June 30, 2020**

	<u>INBank</u>	<u>Washington Federal</u>	<u>Total</u>
<b>Cash on deposit at June 30, 2020:</b>			
Checking and savings	\$ 523,465	\$ 42,363	\$ 565,828
Less: FDIC coverage	<u>(250,000)</u>	<u>(42,363)</u>	<u>(292,363)</u>
Uninsured funds	<u>273,465</u>	<u>-</u>	<u>273,465</u>
 <b>Amount requiring pledged collateral:</b>			
50% collateral requirement	136,733	-	136,733
Pledged collateral	<u>452,521</u>	<u>-</u>	<u>452,521</u>
Excess (deficiency) of pledged collateral	<u>\$ 315,788</u>	<u>\$ -</u>	<u>\$ 315,788</u>

	<u>Maturity</u>	<u>CUSIP #</u>	<u>Market Value</u>
<b><u>INBank:</u></b>			
FNMA Pool#FN0001	12/1/2020	3138NIAB4	\$ 294,685
FHR 4800 JA	3/15/2047	3137F5X53	<u>157,836</u>
			<u>\$ 452,521</u>

The above securities are not held in the School's name at Bankers Bank of the West, Denver, Colorado.

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

**SCHEDULE OF DEPOSIT AND INVESTMENT ACCOUNTS**  
**Year Ended June 30, 2020**

	<u>Account Type</u>	<u>Account Classification</u>	<u>Bank Amount</u>
<b>INBANK:</b>			
Operational	Checking - Interest	Cash and Cash Equivalents	\$ 523,465
<b>WASHINGTON FEDERAL:</b>			
Activities	Checking - Non-Interest	Agency Funds	<u>42,363</u>
<b>TOTAL DEPOSITS</b>			<u>\$ 565,828</u>
		Adjustments to cash:	
		Bank Balance	\$ 565,828
		Outstanding deposits	-
		Outstanding checks	(61,167)
		Written checks held at yearend	<u>27,950</u>
		Total adjusted cash	<u>\$ 532,611</u>

STATE OF NEW MEXICO  
**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL**  
 (COMPONENT UNIT OF CIMARRON MUNICIPAL SCHOOLS)

**CASH RECONCILIATION**  
 Year Ended June 30, 2020

	Beginning Cash	Receipts	Distributions	Other	Net Cash End of Period	Adjustments to the report	Total Cash on Report
Operations	\$ 45,046	\$ 890,877	\$ 887,388	\$ -	\$ 48,535	\$ 35,680	\$ 84,215
Instructional Materials	4,421	423	4,843	-	1	-	1
Federal Flowthrough Funds	-	9,095	9,095	-	-	-	-
State Flowthrough Funds	-	7,537	9,746	-	(2,209)	2,210	1
Local/State	107,189	149,450	93,511	-	163,128	-	163,128
Public School Capital Outlay	-	55,267	45,327	-	9,940	(9,940)	-
Capital Improvements SB-9 (State Match)	-	3,909	3,909	-	-	-	-
Capital Improvements SB-9 (Local)	183,312	116,726	92,549	-	207,489	-	207,489
Ed Technology Equipment Act	72,706	-	33,231	-	39,475	-	39,475
Agency Funds	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 412,674</b>	<b>\$ 1,233,284</b>	<b>\$ 1,179,599</b>	<b>\$ -</b>	<b>\$ 466,359</b>	<b>\$ 38,302</b>	<b>\$ 38,302</b>

Adjustments to report:  
 Agency funds \$ 38,302  
 Interfund loans receivable - pooled cash (12,150)  
 Interfund loans payable - pooled cash 12,150  
 Payments held at yearend 27,950  
 Total adjustment to the report \$ 66,252

# COMPONENT UNIT

MORENO VALLEY EDUCATION FOUNDATION

STATE OF NEW MEXICO  
**MORENO VALLEY EDUCATION FOUNDATION**  
 (COMPONENT UNIT OF MORENO VALLEY HIGH SCHOOL)

PROPRIETARY FUND

**Balance Sheet**  
**June 30, 2020**

	Primary Government
<b>Assets</b>	
Current assets:	
Cash and cash equivalents	\$ 59,152
Noncurrent assets:	
Capital assets:	
Land	151,920
Machinery and equipment	41,696
Less: accumulated depreciation	<u>(41,696)</u>
<b>Total assets</b>	<b>\$ <u>211,072</u></b>
<b>Liabilities</b>	
Current liabilities:	
Accounts payable	<u>\$ -</u>
<b>Net position:</b>	
Net investment in capital assets	151,920
Unrestricted	<u>59,152</u>
<b>Total net position</b>	<b><u>211,072</u></b>
<b>Total liabilities and net position (deficit)</b>	<b>\$ <u>211,072</u></b>

The notes to the financial statements are an integral part of this statement.



STATE OF NEW MEXICO  
**MORENO VALLEY EDUCATION FOUNDATION**  
 (COMPONENT UNIT OF MORENO VALLEY HIGH SCHOOL)

PROPRIETARY FUND  
**Statement of Revenues, Expenditures, and Changes in Net Position**  
**Year Ended June 30, 2020**

	Primary Government
<b>Operating revenues:</b>	
Contributions and donations	\$ <u>2,140</u>
<b>Operating expenses:</b>	
Insurance	1,030
Legal and professional	5,769
Supplies	342
Miscellaneous	10
English program	750
Senior projects program	6,000
Special education program	<u>15,000</u>
<b>Total operating expenses</b>	<u>28,901</u>
<i>Change in net position</i>	(26,761)
<b>Net position at beginning of the year</b>	<u>237,833</u>
<b>Net position at end of the year</b>	<u>\$ 211,072</u>

STATE OF NEW MEXICO  
**MORENO VALLEY EDUCATION FOUNDATION**  
 (COMPONENT UNIT OF MORENO VALLEY HIGH SCHOOL)

PROPRIETARY FUND  
**Statement of Cash Flows**  
**Year Ended June 30, 2020**

	Primary Government
<b>Cash Flows From Operating Activities</b>	
Receipts from customers and users	\$ 2,140
Payments to supplies and maintenance	(28,901)
<b>Net cash used in operating activities</b>	(26,761)
<i>Net increase (decrease) in cash and cash equivalents</i>	(26,761)
<b>Cash and cash equivalents, beginning of year</b>	85,913
<b>Cash and cash equivalents, end of year</b>	\$ 59,152
<b><u>RECONCILIATION OF OPERATING INCOME TO</u></b>	
<b><u>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</u></b>	
<b>Operating income (loss)</b>	\$ (26,761)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:	
Depreciation expense	-
<b>Net cash used in operating activities</b>	\$ (26,761)

COMPLIANCE SECTION  
OF  
**CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3**

ANNUAL FINANCIAL REPORT  
FISCAL YEAR 2020

JULY 1, 2019 THROUGH JUNE 30, 2020



**EXCELLENCE IN EDUCATION**

Report on Internal Control over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance with Government Auditing Standards

§

Schedule of Findings and Responses:

Summary of Auditor's Results  
Findings Related to the Financial Statement  
Findings Related to Section 12-6-5 NMSA 1978

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Summary Schedule of Prior Year Audit Findings

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Required Disclosure

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS  
PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITORS' REPORT

Brian S. Colón, Esq., State Auditor,  
The Board of Education, and Audit Committee of  
Cimarron Municipal School District No. 3

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information, the budgetary comparison of the general fund, of the Cimarron Municipal School District No. 3 as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise Cimarron Municipal School District No. 3's basic financial statements, and the combining and individual funds and related budgetary comparisons of Cimarron Municipal School District No. 3, presented as supplemental information, and have issued our report thereon dated November 5, 2020.

**Internal Control Over Financial Reporting**

In planning and performing our audit, of the financial statements, we considered Cimarron Municipal School District No. 3's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cimarron Municipal School District No. 3's internal control. Accordingly, we do not express an opinion on the effectiveness of Cimarron Municipal School District No. 3's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Cimarron Municipal School District No. 3's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a *material weakness*, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and other matters**

As part of obtaining reasonable assurance about whether Cimarron Municipal School District No. 3's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. We also noted certain other matters that are required to be reported pursuant to Government Auditing Standards and pursuant to Section 12-6-5, NMSA 1978, which are described in the accompanying schedule of findings and responses as finding 2020-001 through 2020-003 and CS2020-001 through CS2020-003.

Brian S. Colón, Esq., State Auditor,  
The Board of Education, and Audit Committee of  
Cimarron Municipal School District No. 3

### **Cimarron Municipal School District No. 3's Response to Findings**

Cimarron Municipal School District No. 3 responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. Cimarron Municipal School District No. 3's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Cimarron Municipal School District No. 3's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Accounting & Financial Solutions, LLC*  
Farmington, New Mexico  
November 5, 2020





**I. SUMMARY OF AUDIT RESULTS**

	<u>Yes</u>	<u>No</u>	<u>Occurrences</u>
<b>FINANCIAL STATEMENTS:</b>			
Type of auditor's report issued: <u>Unmodified</u>			
Internal control over financial reporting:			
<b>(a) Primary Government</b>			
Material weakness(es) identified?	—	<u>✓</u>	—
Significant deficiency(ies) identified?	—	<u>✓</u>	—
Noncompliance material to financial statements noted?	—	<u>✓</u>	—
<b>(b) Component Units</b>			
Material weakness(es) identified?	—	<u>✓</u>	—
Significant deficiency(ies) identified?	—	<u>✓</u>	—
Noncompliance material to financial statements noted?	—	<u>✓</u>	—
<b>NEW MEXICO STATE REQUIREMENTS:</b>			
Internal control over state requirements:			
<b>(a) Primary Government</b>			
Other Noncompliance?	<u>✓</u>	—	<u>3</u>
Finding that does not rise to the level of significant deficiency?	—	<u>✓</u>	—
<b>(b) Component Units</b>			
Other Noncompliance?	<u>✓</u>	—	<u>3</u>
Finding that does not rise to the level of significant deficiency?	—	<u>✓</u>	—



## II. AUDIT FINDINGS - FINANCIAL STATEMENTS

There were not any findings to be reported.

## III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978

### 2020 – 001 PURCHASES MADE PRIOR TO APPROVAL (Original No. NM 2017-001)

*(Repeat of prior year finding; updated and revised)*

#### Other Noncompliance

**Condition:** Of the Thirty disbursements tested, five purchases in the amount of \$3,437 were made prior to the approval of purchase orders. Purchase orders are used to control cash and to authorize the purchases in accordance with the authorized budget.

There were two payments totaling \$975 that were not paid within 30 days of the invoice date. The average time paid for the two payments was 41.5 days.

*Status from prior year:* Management has made small improvements in the area of purchase order authorizations with two occurrences this year versus three in the prior year. However, there was one more late payment this year versus the one late payment in the prior year.

**Criteria:** Authorization for a purchase is acquired through the completion of a purchase order, which is signed by a person given authority over purchase control. The purchase order must be approved prior to the purchase or ordering of goods as per PSAB Supplement 13. NMAC 6.20.14(E) states the school district shall verify that there is sufficient cash and budget prior to the disbursement of cash. A revenue ledger is required for each revenue code as approved in the finalized budget, and additional revenue ledgers may be added as necessary.

**Cause:** Personnel initiated and/or completed purchases prior to obtaining approval for the purchase in accordance with established policies and regulations.

**Effect of condition:** Any purchases made without prior authorization have the potential to cause cash deficits in the funds from which they are made or violations of the approved budget.

**Recommendation:** The importance of cash controls and adequate planning need to be made clear to all personnel that will be making purchases for the school.

**Management's response:** Training and refreshers will be given to all employees of the importance that Requisitions must be submitted and approved before any purchases are made.

Person/positions responsible for overseeing corrective actions: Accounts Payable

Timeline for corrective actions: Immediately.





III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978 (cont'd)

2020 – 002 CONTROLS OVER TRAVEL REIMBURSEMENTS (Original No. NM 2018-001)

*(Repeat of prior year finding; updated and revised)*

**Other Noncompliance**

Condition: In testing the 10 travel items selected, the following items were found:

- The report of travel disbursements was a report of purchase orders for travel so there were 2 voided purchase orders, with no other documents provided.
- The two gas card items selected only had a spreadsheet allocation. There was not any backup or ability to determine how the allocations were made or information such as, purchase orders, the invoices, or the detail for the items on the statement for (what the expense was for, why it was billed to the specific funds, what was the purpose of the fuel expended).
- One of the items selected for testing was for fuel for a return trip from Albuquerque for a coaches training. It indicated that it was posted to the athletics fund, but the purchase order used with the expenditure was for a teacher in-service for general supplies. The coding on the purchase order does not match the coding of the expense.
- For one of the trips to Santa Fe, the mileage was reimbursed at 154 miles each way, but the map showed 106 for the miles, the mileage was over reimbursed.
- One of the travel reimbursements selected was for travel from July 29, 2019 and return on July 31, 2019. The itinerary indicated the training was only for July 29, 2019. The travel time allotted appeared to be unreasonable which effects the meal reimbursements.
- One of the travel reimbursements selected did not have an itinerary provided. The reasonableness of the travel and time out of district cannot be determined.
- One of the travel reimbursements selected had invoices for meals which totaled \$27.72 and the meal reimbursement was for \$56. The travel began at 4 pm on February 5, 2020 and ended at 6 pm on February 7, 2020. This would be two 24 hour period (days) plus 2 hours. The District indicated they reimbursed on a three day basis. There would not be any per-diem for the 3rd day as it is only a 2 hour period.
- Of the ten items selected three did not have a purchase order, in place authorizing the travel before the invoice (or travel date)

Criteria: 2.42.2.12 REIMBURSEMENT FOR OTHER EXPENSES: Public officers and employees may be reimbursed for certain actual expenses in addition to per diem rates.

- B. Receipts required: Public officers and employees may be reimbursed for the following expenses provided that receipts for all such expenses are attached to the reimbursement voucher:
- (1) actual costs for travel by common carrier, provided such travel is accomplished in the most economical manner practical;
  - (2) rental cars or charter aircraft, provided less expensive public transportation is not available or appropriate;
  - (3) registration fees for educational programs or conferences, provided, if the fee includes lodging or meals, then no per diem rates shall be paid and only actual expenses paid by the officer or employee and not included in the fee shall be reimbursed within the limits of 2.42.2.9 NMAC; and
  - (4) professional fees or dues that are beneficial to the agency's operations or mission.
  - (5) Under circumstances where the loss of receipts would deny reimbursement and create a hardship, an affidavit from the officer or employee attesting to the expenses may be substituted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the agency head or governing board.

2.42.2.11 MILEAGE-PRIVATE CONVEYANCE:

- A. Applicability: Mileage accrued in the use of a private conveyance shall be paid only in accordance with the provisions of this section.
- B. Rate: Public officers and employees of state agencies shall be reimbursed for mileage accrued in the use of a private automobile or aircraft in the discharge of official duties as follows:
- (1) unless the secretary has reduced the rates set for mileage for any class of public officials and for employees of state agencies pursuant to Section 10-8-5 (D) NMSA 1978, 80% of the internal revenue service standard mileage rate set January 1 of the previous year for each mile traveled in a privately owned vehicle;
  - (2) privately owned airplane, eighty-eight cents (\$0.88) per nautical mile.
- C. Local public bodies: Public officers and employees of local public bodies may be reimbursed for mileage accrued in the use of a private conveyance in the discharge of official duties, at the statutory rates unless such rates have been reduced by the governing bodies of the local public body pursuant to Section 10-8-5 (D) NMSA 1978.
- D. Privately owned automobile: For conveyance in the discharge of official duties by privately owned automobile, mileage accrued shall be reimbursed at the rate set forth in this section as follows:



III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978 (cont'd)

2020 – 002 CONTROLS OVER TRAVEL REIMBURSEMENTS (Original No. NM 2018-001) (cont'd)

*(Repeat of prior year finding; updated and revised)*

**Other Noncompliance**

- (1) pursuant to the mileage chart of the official state map published by the state highway and transportation department for distances in New Mexico and the most recent edition of the Rand-McNally road atlas for distances outside of New Mexico; or
  - (2) pursuant to actual mileage if the beginning and ending odometer reading is certified as true and correct by the traveler; and
    - (a) the destination is not included on the official state map or on the Rand McNally road atlas, or,
    - (b) at the destination(s) of the public officer or employee, the public officer or employee was required to use the private conveyance in performance of official duties.
- E. Privately owned airplane: Mileage accrued in the use of a privately owned airplane shall be reimbursed at the rate set forth in this section as follows:
- (1) pursuant to the New Mexico aeronautical chart published by the state highway and transportation department, aviation division, for distances in New Mexico and other states' air maps for distances outside of New Mexico; or
  - (2) pursuant to actual air mileage if certification is provided by the pilot, or a beginning and ending reading of actual mileage if the reading is certified as true and correct by the traveler, and the destination is not included on an air map.
- F. Reimbursement limit for out of state travel: Total mileage reimbursement for out of state travel by privately owned automobile or privately owned airplane shall not exceed the total coach class commercial airfare that would have been reimbursed those traveling had they traveled by common carrier. This subsection shall not apply to a public school when transporting students.
- G. Additional mileage provision: Mileage accrued while on official business shall be reimbursed for travel on official business. An agency head or designee may authorize by memorandum reimbursement for mileage from a point of origin farther from the destination than the designated post of duty in appropriate circumstances. The memorandum must accompany the payment voucher. If official business is transacted while commuting from home to post of duty or from post of duty to home, mileage shall not be paid for the number of miles between post of duty and home. Odometer readings showing additional miles accrued for official business must be provided to the agency for payment.

2.42.2.9 REIMBURSEMENT OF ACTUAL EXPENSES IN LIEU OF PER DIEM RATES:

- A. Applicability: Upon written request of a public officer or an employee, agency heads may grant written approval for a public officer or employee of that agency or local public body to be reimbursed actual expenses in lieu of the per diem rate where overnight travel is required.
- B. Overnight travel: For overnight travel for state officers and employees where overnight lodging is required, the public officer or employee will be reimbursed as follows:
- (1) Actual reimbursement for lodging: A public officer or an employee may elect to be reimbursed actual expenses for lodging not exceeding the single occupancy room charge (including tax) in lieu of the per diem rate set forth in this Section. Whenever possible, public officers and employees should stay in hotels which offer government rates. Agencies, public officers or employees who incur lodging expenses in excess of \$215.00 per night must obtain the signature of the agency head or chairperson of the governing board on the travel voucher prior to requesting reimbursement and on the encumbering document at the time of encumbering the expenditure.
  - (2) Actual reimbursement for meals: Actual expenses for meals are limited by Section 10-8-4(K)(2) NMSA 1978 (1995 Repl. Pamp.) to a maximum of \$30.00 for in-state travel and \$45.00 for out-of-state travel for a 24-hour period.
  - (3) Receipts required: The public officer or employee must submit receipts for the actual meal and lodging expenses incurred. Under circumstances where the loss of receipts would create a hardship, an affidavit from the officer or employee attesting to the expenses may be substituted for actual receipts. The affidavit must accompany the travel voucher and include the signature of the agency head or governing board.
- C. Return from overnight travel: On the last day of travel when overnight lodging is no longer required, partial day reimbursement shall be made. To calculate the number of hours in the partial day, begin with the time the traveler initially departed on the travel. Divide the total number of hours traveled by 24. The hours remaining constitute the partial day which shall be reimbursed as follows:
- (1) for less than 2 hours, none;
  - (2) for 2 hours but less than 6 hours, \$12.00;
  - (3) for 6 hours or more, but less than 12 hours, \$20.00;
  - (4) for 12 hours or more, \$30.00;
  - (5) no reimbursement for actual expenses will be granted in lieu of partial day per diem rates.



III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978 (cont'd)

2020 – 002 **CONTROLS OVER TRAVEL REIMBURSEMENTS** (Original No. NM 2018-001) (cont'd)  
*(Repeat of prior year finding; updated and revised)*  
**Other Noncompliance**

Effect of condition: The District is in violation of NMAC 6.20.2.14. Cash retained by management for extended periods of time are susceptible to misuse or fraud.

Cause: Deposits at times were taking more than 24 hours to be deposited in the bank. Receipts for cash collections are not being completed accurately or enough information to provide a detailed record of the transaction.

Recommendation: Travel reimbursement requests should be reviewed in detail to determine the reasonableness of the reimbursement, timeliness of the request, and applicability of partial days. The reimbursement should also be reviewed for the proper account coding and that authorizations were given prior to the travel.

Management's response: Accounts Payable will look more closely at the fund numbers being used for all travel and make sure they are matched with the coding on the Purchase Order. All trainings will have agenda's and they will also be looked at more carefully to prevent travel over payment. Mileage calculations will also be looked at more carefully.

Person/positions responsible for overseeing corrective actions: Accounts Payable

Timeline for corrective actions: Immediately.



III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978 (cont'd)

2020 – 003 CONTROLS OVER CASH RECEIPTING

Other Noncompliance

Condition: During the review of cash receipts selected for testing the following were identified:

One of the receipts tested was not deposited into the bank within one banking day from the time of receipt. The receipt was dated May 1, 2019 and was deposited November 5, 2019 in the amount of \$459.

Two receipts selected for testing were not provided for review.

Criteria: NMAC 6.20.2.14 CASH CONTROL STANDARDS:

- A. School districts shall establish and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the office of management and budget (OMB) Circular A-102, and applicable state and federal laws and regulations.
- B. The school district shall issue a factory pre-numbered receipt for all money received. Pre-numbered receipts are to be controlled and secured. If a receipt is voided, all copies shall be marked "VOID" and retained in the receipt book.
- C. Money received and receipted shall be deposited in the bank within twenty-four (24) hours or one banking day. If the distance to the bank is considerable, or the cash collection is limited to small amounts and/or low volume and it is impractical to meet the twenty-four hour/one banking day requirement, the local board may request approval from the department for an alternative plan. The bank deposit slip shall have the numbers from applicable receipts entered on it or attached as a reference.
- D. A cash receipts journal is to be used for each fiscal year beginning July 1 and ending June 30, and is to be presented to the school district's auditor during the annual audit.

Effect of condition: The District is in violation of NMAC 6.20.2.14. Cash retained by management for extended periods of time are susceptible to misuse or fraud.

Cause: Deposits at times were taking more than 24 hours to be deposited in the bank. Receipts for cash collections are not being completed accurately or enough information to provide a detailed record of the transaction.

Recommendation: On an annual basis, staff members that have responsibilities of collecting and depositing cash receipts should be informed of the legal requirements of depositing cash within one banking day, as well as the District's policies regarding cash collections. Deposit slips should be completed with enough detail to provide an audit trail of each cash collection from the initiation (collection) of a transaction to the completion (reconciliation).

Management's response: When signing off on deposits, the business manager will look more closely at the hand written dates provided from accounts payable.

Responsible party(ies) for corrective action(s): Accounts Payable and Business Manager

Corrective action(s) timeline: Immediately



III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978 (cont'd)

**CS2020 – 001 CERTIFICATION OF THE ANNUAL PHYSICAL INVENTORY**

(Moreno Valley High School Charter School)

**Other Noncompliance**

**Condition:** The School did not do a physical inventory which was detailed and certified by the Governing Council for the year ended June 30, 2020. The Moreno Valley High School Charter School did not reconcile and provide a detail list of the capital assets. The Moreno Valley High School Charter School did not reconcile and provide a detail list of the capital assets.

**Criteria:** In accordance with proper accounting procedures and 2.20.1.16 NMAC, the School should complete an annual “physical inventory, recorded in a written inventory report, certified as to correctness and signed by the governing authority of the agency.” Per 2.20.1.9 NMAC, it is recommended that fixed assets be classified in various categories, i.e., land, land improvements, buildings and structures, etc.

NMAC 2.20.1.8A states “Agencies should implement systematic and well-documented methods for accounting for their fixed assets. A computerized system is recommended with appropriate controls on access and authorization of transactions.” A system of internal controls should be in place to provide reasonable assurance that the objectives to external reporting and compliance with laws and regulations as recommended by COSO.

**Effect of condition:** The School is not in compliance with the state statutes with regards to completing and annual inventory that is certified by the Governing Council

The capital asset master file is susceptible to unauthorized alterations, either intentional or accidental. The School is also at risk of not complying with laws and regulations in the event of an extended illness or other event that results in the position of maintaining the mater file being vacated.

**Cause:** The School did not do an inventory of the capital assets as of June 30, 2020. Due to a change in personnel the detail capital asset list could not be located.

**Recommendation:** The School needs to set policies and procedures in place to ensure that the School records its assets in a detail asset register and completes and annual physical inventory which will be certified by the Governing Council at a regularly scheduled Governing Council meeting shortly after the year end to be in compliance with state statutes

The High School needs to develop policies and procedures for recording, reconciling and reporting to the Governing Council the capital assets (both GFA and Non-GFA) at least annually.

**Management’s response:** The list of Assets will be will be certified by the Governing Council annually. The certification of the 2 suburbans, and the basketball half court will take place at the December, 2020 monthly meeting.

**Responsible party(ies) for corrective action(s):** The Business Manager and the Director

**Corrective action(s) timeline:** The corrective action plan will follow two phases. The Council certification for 19-20 will take place in December, and inventory will take place in by June and be certified annually each fall.



III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978 (cont'd)

**CS2020 – 002 CONTROLS OVER CASH RECEIPTING**

(Moreno Valley High School Charter School)

**Other Noncompliance**

Condition: During the testing of receipts fifteen receipts were tested in total, of which ten were activity receipts and five were operating receipts.

There were six receipts between 3 and 17 days late being turned in the admin office and deposited in the bank. The total amount of late deposits was \$2,011.

Two receipts were altered after the receipt was issued. Both receipts were lowered by five dollars each. The total amount of the deposits for the altered receipts was \$1,144.

The ten receipts for activities were receipted to receipt numbers, and not the person bringing the funds. The total amount of the activity deposits was \$3,682.

One receipt was not signed by the person receiving the funds which totaled \$279.

Criteria: NMAC 6.20.2.14 CASH CONTROL STANDARDS:

- A. School districts shall establish and maintain a cash management program to safeguard cash and provide prompt and accurate reporting that adheres to cash management requirements of the office of management and budget (OMB) Circular A-102, and applicable state and federal laws and regulations.
- B. The school district shall issue a factory pre-numbered receipt for all money received. Pre-numbered receipts are to be controlled and secured. If a receipt is voided, all copies shall be marked "VOID" and retained in the receipt book.
- C. Money received and receipted shall be deposited in the bank within twenty-four (24) hours or one banking day. If the distance to the bank is considerable, or the cash collection is limited to small amounts and/or low volume and it is impractical to meet the twenty-four hour/one banking day requirement, the local board may request approval from the department for an alternative plan. The bank deposit slip shall have the numbers from applicable receipts entered on it or attached as a reference.
- D. A cash receipts journal is to be used for each fiscal year beginning July 1 and ending June 30, and is to be presented to the school district's auditor during the annual audit.

Effect of condition: The Charter School is in violation of NMAC 6.20.2.14. Cash retained by management for extended periods of time are susceptible to misuse or fraud.

Cause: Deposits at times were taking more than 24 hours to be deposited in the bank. Receipts for cash collections are not being completed accurately or enough information to provide a detailed record of the transaction.

Recommendation: On an annual basis, staff members that have responsibilities of collecting and depositing cash receipts should be informed of the legal requirements of depositing cash within one banking day, as well as the Charter School's policies regarding cash collections. Deposit slips should be completed with enough detail to provide an audit trail of each cash collection from the initiation (collection) of a transaction to the completion (reconciliation).

Management's response: When the new Administrative Assistant was hired, and in the office following required quarantine, procedures have been followed. The school will develop new procedures with the District to correct errors with the receipting system.

Responsible party(ies) for corrective action(s): The Business Manager and the Director

Corrective action(s) timeline: December 1, 2020



III. AUDIT FINDINGS – SECTION 12-6-5 NMSA 1978 (cont'd)

**CS2020 – 003 PURCHASES MADE PRIOR TO APPROVAL** (Original No. MVHS FS 2017-002)

*(Repeat of prior year finding; updated and revised)*

(Moreno Valley High School Charter School)

**Other Noncompliance**

**Condition:** Of the Thirty-seven disbursements tested, six purchases totaling \$6,996 was made prior to the approval of purchase order. Two of the purchases did not have a purchase order at all. One was a transfer from operating to activities and did not have any form of authorization or back up. Three purchase order were authorized after the activity or purchase was purchase being completed. Purchase orders are used to control cash and to authorize the purchases in accordance with the authorized budget.

**Criteria:** Authorization for a purchase is acquired through the completion of a purchase order, which is signed by a person given authority over purchase control. The purchase order must be approved prior to the purchase or ordering of goods as per PSAB Supplement 13.

**Effect of condition:** Any purchases made without prior authorization have the potential to cause cash deficits in the funds from which they are made or violations of the approved budget.

**Cause:** Personnel initiated and/or completed purchases prior to obtaining approval for the purchase in accordance with established policies and regulations.

**Recommendation:** The importance of cash controls and adequate planning need to be made clear to all personnel that will be making purchases for the school.

**Management's response:** The current CPO completed certification in October, and understand all approvals and PO creation must be completed prior to purchase. She has developed a structured timeline for creating requisitions, garnering PO approvals and authorizing work before invoices are created and billed to the school.

**Responsible party(ies) for corrective action(s):** The CPO at Moreno Valley High School

**Corrective action(s) timeline:** immediately



**I. PRIOR YEAR FINDINGS – NOT RESOLVED**

**CIMARRON MUNICIPAL SCHOOLS**

NM 2017-001 – Purchase Orders Payment Authorization and Receiving  
*Current Status:* Not resolved. Repeated in the current year as finding 2020-001.

NM 2018-001 – Improper Reimbursement of Travel Expense  
*Current Status:* Not resolved. Repeated in the current year as finding 2020-002.

**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL  
(Component Unit)**

MVHS FS 2017-002 – Purchase Orders Payment Authorization and Receiving  
*Current Status:* Not resolved. Repeated in the current year as finding CS2020-003.

**MORENO VALLEY EDUCATION FOUNDATION  
(Component Unit)**

There were no findings to be reported from the prior year.

**II. PRIOR YEAR FINDINGS – RESOLVED**

**CIMARRON MUNICIPAL SCHOOLS**

NM 2019 – 001 – Improper Withholding of Employee Contributions  
*Current Status:* Resolved. Not repeated in the current year.

NM 2019-002 – Budgetary Controls and Cash Appropriations  
*Current Status:* Resolved. Not repeated in the current year.

**MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL  
(Component Unit)**

2018 – 004 UNTIMELY PAYMENT OF INVOICES (Original No. 2016-005)  
*Current Status:* Not resolved. Repeated in the current year as finding 2019-003.

MVHS NM 2018-001 – Improper Travel Expense Payments  
*Current Status:* Not resolved. Repeated in the current year as finding 2019-003.

MVHS NM 2019-001 – Improper Withholding of Employee Contributions  
*Current Status:* Not resolved. Repeated in the current year as finding 2019-003.

**MORENO VALLEY EDUCATION FOUNDATION  
(Component Unit)**

There were no findings to be reported from the prior year.





The independent public accountants assisted in the preparation of the financial statements. The accompanying financial statements are the responsibility of the District and are based on information from the District's financial records.

An exit conference was held November 12, 2020 and was attended by the following individuals:

CIMARRON MUNICIPAL SCHOOL DISTRICT NO. 3

Bret Wier	Member, Board of Education / Audit Committee
Adan Estrada	Superintendent; Member, Audit Committee
Mary Sciacca	Business Manager; Member, Audit Committee

MORENO VALLEY HIGH SCHOOL CHARTER SCHOOL

Ed McCracken	Member, Governing Board/ Audit Committee
Tammy Dunn	Executive Director; Member, Audit Committee
Jillian Williams	Business Manager; Member, Audit Committee

MORENO VALLEY EDUCATINO FOUNDATION

Kaci Lesli	Member, Board of Directors
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ACCOUNTING & FINANCIAL SOLUTIONS, LLC

Terry Ogle, CPA	Partner
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8000 DISTRICT

8033 CES

8034 CHS

8036 CMS

8047 ENES

8048 ENMS

### Cimarron Municipal Schools

## Disbursement Detail Listing

Date: 05/01/2021 - 05/31/2021

### ACTIVITIES

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
11288	05/05/2021	2248	AMAZON.COM CREDIT PLAN	763637448643	23411.1000.56118.1010.008000.0000	SAX TREEFLOW INK	\$47.99
11288	05/05/2021	2248	AMAZON.COM CREDIT PLAN	763637448643	23411.1000.56118.1010.008000.0000	WOOD CARVING TOOLS	\$13.80
11288	05/05/2021	2248	AMAZON.COM CREDIT PLAN	763637448643	23411.1000.56118.1010.008000.0000	1000 BULK PIPE CLEANERS	\$29.00
11288	05/05/2021	2248	AMAZON.COM CREDIT PLAN	763637448643	23411.1000.56118.1010.008000.0000	COLORED MASKING TAPE	\$19.98
11288	05/05/2021	2248	AMAZON.COM CREDIT PLAN	765919657985	23411.1000.56118.1010.008000.0000	WATEER COLOR REFILL SETS	\$29.27
						Check Total:	\$140.04
11289	05/05/2021	2248	HEADQUARTERS RESTAURANT	4-24-21	23403.1000.53711.1010.008000.0000	MEALS FOR BASKETBALL AT MOSQUERO	\$392.00
						Check Total:	\$392.00
11290	05/05/2021	2248	JENNIFER J ESTRADA	SR. BASKETBALL	23403.1000.53711.1010.008000.0000	GIFTS FOR SENIOR BOYS BASKETBALL PLAYERS	\$296.35
						Check Total:	\$296.35
11291	05/05/2021	2248	MCDONALDS (RATON)	4/26/21	23403.1000.53711.1010.008000.0000	MEALS FOR BASKETBALL IN RATON 4/26	\$221.37
						Check Total:	\$221.37
11292	05/12/2021	2250	KIMBERLY K. BARMANN	5/1/2021	23415.1000.56118.1010.008000.0000	CUPCAKES FOR PROM	\$113.55
						Check Total:	\$113.55
11293	05/12/2021	2250	RUSSELL'S ONE STOP	5/7/2021	23403.1000.53711.1010.008000.0000	GROCERIES FOR BASEBALL IN PENASCO 5/10	\$144.27
						Check Total:	\$144.27
11295	05/12/2021	2250	VILLAGE OF EAGLE NEST	5/1/21 - BARN	23426.1000.53711.1010.008000.0000	WATER & SEWER FOR BARN	\$35.01
11295	05/12/2021	2250	VILLAGE OF EAGLE NEST	5/1/21 - DOT BLDG	23426.1000.53711.1010.008000.0000	WATER/SEWER AT THE DOT BUILDING	\$35.01
						Check Total:	\$70.02
11296	05/12/2021	2252	AVERY RAE FELDMAN	MASONIC LODGE REC	23202.1000.53711.1010.008000.0000	2021 MASONIC SCHOLARSHIP RECIPIENT -	\$500.00

							Check Total:	\$500.00
11297	05/12/2021	2252	RYLEN POTTER	MASONIC LODGE REC	23202.1000.53711.1010.008000.0000	2021 MASONIC SCHOLARSHIP RECIPIENT		\$500.00
							Check Total:	\$500.00
11298	05/14/2021	2255	ALEXIS JADE MARTINEZ	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11299	05/14/2021	2255	CHRISTINE OLIVIA SUBRATIE	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11300	05/14/2021	2255	CULLEN THOMAS O'NEILL	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11301	05/14/2021	2255	JOSHUA J. FRIEDT	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11302	05/14/2021	2255	LAWRENCE T. MARTINEZ-COCA	5/14/21	23417.1000.53711.1010.008000.0000	CLASOOF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11303	05/14/2021	2255	LILA BURMEISTER	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11304	05/14/2021	2255	LITTLE CAESARS PIZZA KIT FUNDRAISING	5/14/21	23415.1000.56118.1010.008000.0000	PIZZA KIT FUNDRAISER		\$1,959.00
							Check Total:	\$1,959.00
11305	05/14/2021	2255	MAYA I. SALAS	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11306	05/14/2021	2255	MCKAYLA BLAKE	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11306	05/14/2021	2255	MCKAYLA BLAKE	5/14/21	23417.1000.53711.1010.008000.0000	VOLLEYBALL SWEATS		(\$60.00)
							Check Total:	\$320.67
11307	05/14/2021	2255	PATRICK CARDENAS	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11308	05/14/2021	2255	RYAN B. SMITH	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67
11309	05/14/2021	2255	ZOE SALAZAR	5/14/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS		\$380.67
							Check Total:	\$380.67

11310	05/18/2021	2257	CRISTIAN ESTRADA	ZANE SCHOLARSHIP	23460.1000.53711.1010.008000.0000	2021 ZANE SCHOLARSHIP RECIPIENT	\$500.00
						Check Total:	\$500.00
11311	05/18/2021	2257	RYLEN POTTER	ZANE SCHOLARSHIP	23460.1000.53711.1010.008000.0000	2021 ZANE SCHOLARSHIP RECIPIENT	\$500.00
						Check Total:	\$500.00
11312	05/19/2021	2258	AMAZON.COM CREDIT PLAN	454866933573	23416.1000.56118.1010.008000.0000	WUTL DIGITAL KITCHEN TIMER	\$20.97
11312	05/19/2021	2258	AMAZON.COM CREDIT PLAN	454866933573	23416.1000.56118.1010.008000.0000	MEDPRIDE INSTANT COLD PACK	\$42.87
11312	05/19/2021	2258	AMAZON.COM CREDIT PLAN	454866933573	23416.1000.56118.1010.008000.0000	GOVEE INDOOR	\$39.98
11312	05/19/2021	2258	AMAZON.COM CREDIT PLAN	454866933573	23416.1000.56118.1010.008000.0000	NURSING 2021 DRUG HANDBOOK	\$46.79
11312	05/19/2021	2258	AMAZON.COM CREDIT PLAN	685544458677	23446.1000.56118.1010.008000.0000	SIMPLE HOUSEWARE GARMENT RACK	\$28.87
						Check Total:	\$179.48
11313	05/19/2021	2258	CIMARRON MUNICIPAL SCHOOLS	5/1/21 - PROM	23440.1000.55817.1010.008000.0000	BUS TO RED RIVER FOR PROM ON 5/1	\$221.05
						Check Total:	\$221.05
11314	05/19/2021	2258	ELK MOUNTAIN EMBROIDERY	640	23446.1000.56118.1010.008000.0000	PORT AUTHORITY SILK TOUCH PERFORMANCE	\$196.00
11314	05/19/2021	2258	ELK MOUNTAIN EMBROIDERY	640	23446.1000.56118.1010.008000.0000	LOGO EMBROIDERY – RAM BAND LOGO LEFT CHEST	\$98.00
11314	05/19/2021	2258	ELK MOUNTAIN EMBROIDERY	640	23446.1000.56118.1010.008000.0000	SHIPPING	\$61.99
						Check Total:	\$355.99
11315	05/19/2021	2258	KIT CARSON ELECTRIC COOPERATIVE INC	3/18-4/18/21 - BARN	23426.1000.53711.1010.008000.0000	2020–2021 – ELECTRIC SERVICE FOR BARN	\$38.84
						Check Total:	\$38.84
11316	05/19/2021	2258	RUSSELL'S ONE STOP	5/10/21	23403.1000.53711.1010.008000.0000	GROCERIES FOR TRACK MEET IN PENASCO ON 5/8	\$72.47
						Check Total:	\$72.47
11317	05/19/2021	2258	STONE KITE	5/19/21	23417.1000.53711.1010.008000.0000	CLASS OF 2020 REMAINING FUNDS	\$380.67
						Check Total:	\$380.67
11318	05/26/2021	2261	ALBERTA L MARTINEZ	5/19/21	23403.1000.53711.1010.008000.0000	MEALS FOR TRACK AT W. LAS VEGAS 5/19	\$81.38
						Check Total:	\$81.38
11319	05/26/2021	2261	ALEXIS GRUVER	S.T.E.M. RECIPIENT	23404.1000.53711.1010.008000.0000	2021 CARDWELL STEM SCHOLARSHIP RECIPIENT	\$500.00
						Check Total:	\$500.00

11320	05/26/2021	2261	AMAZON.COM CREDIT PLAN	447686897759	23419.1000.56118.1010.008000.0000	WHITE STOLES FOR GRADUATION	\$63.09
11320	05/26/2021	2261	AMAZON.COM CREDIT PLAN	454896635985	23419.1000.53711.1010.008000.0000	TRANSPARENT BOXES (5)	\$57.98
11320	05/26/2021	2261	AMAZON.COM CREDIT PLAN	568646794884	23419.1000.53711.1010.008000.0000	ELECTRIC BALLOON PUMP	\$26.99
11320	05/26/2021	2261	AMAZON.COM CREDIT PLAN	568646794884	23419.1000.53711.1010.008000.0000	FLOOR BALLOON ARCH	\$38.99
11320	05/26/2021	2261	AMAZON.COM CREDIT PLAN	568646794884	23419.1000.53711.1010.008000.0000	FLOOR BALLOON	\$47.98
11320	05/26/2021	2261	AMAZON.COM CREDIT PLAN	568646794884	23419.1000.53711.1010.008000.0000	100 RED BALLOONS	\$21.98
11320	05/26/2021	2261	AMAZON.COM CREDIT PLAN	568646794884	23419.1000.53711.1010.008000.0000	100 WHITE BALLOONS	\$15.32
						Check Total:	\$272.33
11321	05/26/2021	2261	ASHLYNN SELPH	S.T.E.M. RECIPIENT	23404.1000.53711.1010.008000.0000	2021 – JOHN & BEVERLY CARDWELL S.T.E.M.	\$500.00
						Check Total:	\$500.00
11322	05/26/2021	2261	CRISTIAN ESTRADA	S.T.E.M. RECIPIENT	23404.1000.53711.1010.008000.0000	2021 – JOHN & BEVERLY CARDWELL S.T.E.M.	\$500.00
						Check Total:	\$500.00
11323	05/26/2021	2261	REBEKAH L. ROYBAL	S.T.E.M. RECIPIENT	23404.1000.53711.1010.008000.0000	2021 – JOHN & BEVERLY CARDWELL S.T.E.M.	\$500.00
						Check Total:	\$500.00
						Bank Total:	\$13,066.18

Voiced Checks							
11294	05/12/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	VOID	27127.0000.21011.0000.000000.0000	VOID: POSTED FROM	\$3,015.00
						Check Total:	\$3,015.00
						Voiced Checks Total:	\$3,015.00

**OPERATIONAL**

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
43939	05/05/2021	2249	ACORN PETROLEUM INC.	001078404	13000.2700.56212.0000.008000.0000	2020-2021 - DIESEL FUEL FOR TO AND FROM ROUTE	\$1,359.05
43939	05/05/2021	2249	ACORN PETROLEUM INC.	001078617	13000.2700.56212.0000.008000.0000	2020-2021 - DIESEL FUEL FOR TO AND FROM ROUTE	\$682.98
43939	05/05/2021	2249	ACORN PETROLEUM INC.	001078850	13000.2700.56214.0000.008000.0000	DIESEL EXHAUST FLUID	\$162.25
						Check Total:	\$2,204.28
43940	05/05/2021	2249	ADAN ESTRADA	MATERIALS CHS LOCKER	31701.4000.54315.0000.008034.0000	REIMBURSEMENT FOR ITEMS ORDERED FOR CHS	\$321.24
43940	05/05/2021	2249	ADAN ESTRADA	VOLUNTEER MEALS	29102.2300.53711.0000.008000.0000	MEALS FOR VOLUNTEERS	\$267.22
						Check Total:	\$588.46
43941	05/05/2021	2249	ADORAMA INC.	28482994	31701.4000.56118.0000.008034.0000	CANON EF 100-400MMF/4.5-5.6L IS II	\$366.68
43941	05/05/2021	2249	ADORAMA INC.	28483595	31701.4000.56118.0000.008034.0000	CANON EF 100-400MMF/4.5-5.6L IS II	\$4,401.12
43941	05/05/2021	2249	ADORAMA INC.	28483595	31701.4000.56118.0000.008034.0000	CANON EF 100MMF/2.8L MACRO IS USM LENS WITH	\$2,598.00
43941	05/05/2021	2249	ADORAMA INC.	28511979	31701.4000.56118.0000.008034.0000	FLASHPOINT 13' BACKGROUND SUPPORT	\$99.95
43941	05/05/2021	2249	ADORAMA INC.	28512452	31701.4000.56118.0000.008034.0000	CANON EF 100MMF/2.8L MACRO IS USM LENS WITH	\$60.00
						Check Total:	\$7,525.75
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	444335588559	11000.1000.56112.1010.008047.0000	SHURLEY ENGLISH LEVEL 3 - TEST BOOK	\$8.33
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	468847733569	11000.1000.56112.1010.008047.0000	SHURLEY ENGLISH LEVEL - TE	\$73.89
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	536534845377	31701.4000.54315.0000.008047.0000	CAN OPENER BLADES FOR ENEMS CAFETERIA	\$22.42
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	536534845377	31701.4000.54315.0000.008048.0000	CAN OPENER BLADES FOR ENEMS CAFETERIA	\$22.43
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	547774933433	11000.1000.56118.1010.008000.0000	EXPO WHITEBOARD	\$7.46
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	696396787579	11000.1000.56112.1010.008047.0000	SHURLEY ENGLISH LEVEL 3 - TE	\$74.12
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	698588665379	11000.1000.56112.1010.008047.0000	SHURLEY ENGLISH LEVEL 3 STUDENT WORKBOOK	\$13.89

43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	795636694985	11000.1000.56118.1010.008000.0000	SCHOOL SMART DOUBLE SIDED GRAPH PAPER	\$34.02
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	795636694985	11000.1000.56118.1010.008000.0000	EXPO DRY ERASE MARKERS CHISEL TIP	\$32.85
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	795636694985	11000.1000.56118.1010.008000.0000	HIGHLIGHTERS	\$15.98
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	795636694985	11000.1000.56118.1010.008000.0000	U BRANDS MAGNETIC DRY ERASE BOARD ERASER	\$43.92
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	795636694985	11000.1000.56118.1010.008000.0000	CARDINAL ECONOMY 3-RING BINDERS	\$28.65
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	859584454468	31900.4000.56118.0000.008000.0000	11.6" HD WXGA LED LCD TOUCH SCREEN	\$110.00
43942	05/05/2021	2249	AMAZON.COM CREDIT PLAN	878743836736	31900.4000.56118.0000.008034.0000	UBIQUITI NANO STATION	\$89.95
						Check Total:	\$577.91
43943	05/05/2021	2249	ARCHWAY	112337	11000.1000.56112.1010.008000.0000	READYGEN READERS & WRITERS	\$199.40
43943	05/05/2021	2249	ARCHWAY	112337	11000.1000.56112.1010.008000.0000	CURSIVE SUCCESS 2B 2013	\$262.50
43943	05/05/2021	2249	ARCHWAY	112337	11000.1000.56112.1010.008000.0000	PRINTING POWER	\$175.00
43943	05/05/2021	2249	ARCHWAY	112337	11000.1000.56112.1010.008000.0000	READYGEN READERS & WRITERS JOURNAL	\$348.95
43943	05/05/2021	2249	ARCHWAY	112337	11000.1000.56112.1010.008000.0000	CURSIVE HANDWRITING WB 2013	\$350.00
43943	05/05/2021	2249	ARCHWAY	112337	11000.1000.56112.1010.008000.0000	MY PRINTING BOOK	\$175.00
43943	05/05/2021	2249	ARCHWAY	112337	11000.1000.56112.1010.008000.0000	LETTERS AND NUMBERS FOR ME	\$213.36
43943	05/05/2021	2249	ARCHWAY	112338	11000.1000.56112.1010.008000.0000	CAN-DO CURSIVE - GRADE	\$183.75
						Check Total:	\$1,907.96
43944	05/05/2021	2249	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21	11000.2600.54416.0000.008000.0000	2020-2021 - LONG DISTANCE AND LOCAL	\$30.83
43944	05/05/2021	2249	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21	11000.2600.54416.0000.008033.0000	2020-2021 - LONG DISTANCE AND LOCAL	\$15.21
43944	05/05/2021	2249	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21	11000.2600.54416.0000.008034.0000	2020-2021 - LONG DISTANCE AND LOCAL	\$30.43
43944	05/05/2021	2249	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21	11000.2600.54416.0000.008036.0000	2020-2021 - LONG DISTANCE AND LOCAL	\$15.22
43944	05/05/2021	2249	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21	13000.2700.54416.0000.008000.0000	2020-2021 - LONG DISTANCE AND LOCAL	\$139.70
43944	05/05/2021	2249	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21	31701.4000.54315.0000.008000.0000	2020-2021 - FIRE ALARM EQUIPMENT	\$91.29
						Check Total:	\$322.68



43945	05/05/2021	2249	BURCO CHEMICAL & SUPPLY INC	25823	13000.2700.56118.0000.008000.0000	BROOM LARGE SUPER ANGLE - 4 BLACK & 3 YELLOW	\$93.24
43945	05/05/2021	2249	BURCO CHEMICAL & SUPPLY INC	25823	13000.2700.56118.0000.008000.0000	MOP RAYON 16 OZ	\$23.40
43945	05/05/2021	2249	BURCO CHEMICAL & SUPPLY INC	25823	13000.2700.56118.0000.008000.0000	MOP COTTON 24 OZ	\$65.34
43945	05/05/2021	2249	BURCO CHEMICAL & SUPPLY INC	25823	13000.2700.56118.0000.008000.0000	LYSOL DISINFECTANT WIPES 80/PCKG	\$174.00
						Check Total:	\$355.98
43946	05/05/2021	2249	CARQUEST RATON	5728-352672	31701.4000.54315.0000.008000.0000	2020-2021 - CAR PARTS AND FLUIDS	\$155.79
						Check Total:	\$155.79
43947	05/05/2021	2249	CENTURYLINK	4/22-5/21/21	11000.2600.54416.0000.008047.0000	2020-2021 - MONTHLY SERVICE CHARGE FOR TWO	\$74.60
43947	05/05/2021	2249	CENTURYLINK	4/22-5/21/21	11000.2600.54416.0000.008048.0000	2020-2021 - MONTHLY SERVICE CHARGE FOR TWO	\$74.60
						Check Total:	\$149.20
43949	05/05/2021	2249	CIMARRON MUNICIPAL SCHOOLS	4/19/21 BUS 25	11000.1000.55817.9000.008034.0000	BUS FOR ENMS BASKETBALL TO QUESTA ON 4/26	\$39.15
43949	05/05/2021	2249	CIMARRON MUNICIPAL SCHOOLS	4/26/21 BUS 18	11000.1000.55817.9000.008034.0000	BUS FOR CHS BASKETBALL TO RATON OON 4/26	\$21.41
						Check Total:	\$60.56
43950	05/05/2021	2249	CLEAN HARBORS ENVIRONMENTAL SVC INC	1003696169	31701.4000.54315.0000.008048.0000	TASK 1 - LAB PACK MOBILIZATION	\$1,584.00
43950	05/05/2021	2249	CLEAN HARBORS ENVIRONMENTAL SVC INC	1003696169	31701.4000.54315.0000.008048.0000	TASK 2 - ONSITE LABOR, DISPOSAL, USED MATERIALS	\$4,170.96
						Check Total:	\$5,754.96
43951	05/05/2021	2249	COMMUNITY TECH SOLUTIONS	05-21 CMSD	31900.4000.53414.0000.008000.0000	2020-2021 - TECHNOLOGY SUPPORT CONTRACT	\$7,171.67
43951	05/05/2021	2249	COMMUNITY TECH SOLUTIONS	05-21 CMSD	31900.4000.53414.0000.008000.0000	GRT @ 8.6875%	\$623.04
						Check Total:	\$7,794.71
43952	05/05/2021	2249	COOPERATIVE EDUCATIONAL SERVICES	36-037838	11000.2100.53211.2000.008000.0000	2020-2021 -	\$674.65
43952	05/05/2021	2249	COOPERATIVE EDUCATIONAL SERVICES	36-038096	11000.2100.53211.2000.008000.0000	2020-2021 -	\$1,023.78
43952	05/05/2021	2249	COOPERATIVE EDUCATIONAL SERVICES	36-038097	11000.2100.53215.2000.008000.0000	2020-2021 - SOCIAL WORK	\$196.50
43952	05/05/2021	2249	COOPERATIVE EDUCATIONAL SERVICES	36-307839	11000.2100.53215.2000.008000.0000	2020-2021 - SOCIAL WORK	\$262.00
						Check Total:	\$2,156.93
43953	05/05/2021	2249	DE LAGE LANDEN FINANCIAL SERVICES, INC	72313588	31701.4000.54315.0000.008000.0000	60 MONTH LEASE ON	\$1,991.44
						Check Total:	\$1,991.44
43954	05/05/2021	2249	EXPRESS ST JAMES HOTEL	2522	26156.1000.53711.1010.008000.0000	TURNER YOUTH BOARD	\$80.70

							Check Total:	\$80.70
43955	05/05/2021	2249	HIGH PLAINS REC	FOURTH QUARTER-20/21	11000.2100.53215.2000.008000.0000	2020 - 2021 - TRANSITIONS/REHAB		\$2,832.33
43955	05/05/2021	2249	HIGH PLAINS REC	FOURTH QUARTER-20/21	11000.2100.53215.2000.008000.0000	2020 - 2021 - SOCIAL		\$6,231.14
43955	05/05/2021	2249	HIGH PLAINS REC	FOURTH QUARTER-20/21	11000.2100.53215.2000.008000.0000	TRANSITION/REHAB COUNSELOR - INCREASE IN		\$12.52
43955	05/05/2021	2249	HIGH PLAINS REC	FOURTH QUARTER-20/21	11000.2100.53215.2000.008000.0000	SOCIAL WORK - INCREASE IN SERVICE		\$27.56
							Check Total:	\$9,103.55
43956	05/05/2021	2249	JIVE COMMUNICATIONS, INC	IN100385409	31900.4000.54416.0000.008000.0000	2020-2021 - VOIP SERVICE - ADMIN		\$200.27
43956	05/05/2021	2249	JIVE COMMUNICATIONS, INC	IN100385409	31900.4000.54416.0000.008033.0000	2020-2021 - VOIP SERVICE - CES		\$200.26
43956	05/05/2021	2249	JIVE COMMUNICATIONS, INC	IN100385409	31900.4000.54416.0000.008034.0000	2020-2021 - VOIP SERVICE - CHS		\$200.27
43956	05/05/2021	2249	JIVE COMMUNICATIONS, INC	IN100385409	31900.4000.54416.0000.008036.0000	2020-2021 - VOIP SERVICE - CMS		\$200.27
43956	05/05/2021	2249	JIVE COMMUNICATIONS, INC	IN100385409	31900.4000.54416.0000.008047.0000	2020-2021 - VOIP SERVICE - ENES		\$200.27
43956	05/05/2021	2249	JIVE COMMUNICATIONS, INC	IN100385409	31900.4000.54416.0000.008048.0000	2020-2021 - VOIP SERVICE - ENMS		\$200.27
							Check Total:	\$1,201.61
43957	05/05/2021	2249	KIT CARSON ELECTRIC COOPERATIVE INC	3/2-4/20/21	11000.2600.54411.0000.008047.0000	2020-2021 - ENES ELECTRICITY		\$1,035.46
43957	05/05/2021	2249	KIT CARSON ELECTRIC COOPERATIVE INC	3/2-4/20/21	11000.2600.54411.0000.008048.0000	2020-2021 - ENMS ELECTRICITY		\$1,035.47
							Check Total:	\$2,070.93
43958	05/05/2021	2249	NMASBO	200003053	11000.2300.53330.0000.008000.0000	ADAN ESTRADA		\$150.00
							Check Total:	\$150.00
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11720	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST		\$86.85
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11720	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST		\$86.85
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11721	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST		\$312.64
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11721	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST		\$312.64
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11763	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST		\$52.80

43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11763	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$52.80
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11764	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST	\$258.81
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11764	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$258.82
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11765	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST	\$74.95
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11765	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$74.94
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11766	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST	\$79.55
43959	05/05/2021	2249	NORTHERN NEW MEXICO GAS COMPANY-AF	11766	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$79.55
						Check Total:	\$1,731.20
43960	05/05/2021	2249	OLD GUARD LLC	7694	31701.4000.54315.0000.008000.0000	FIRE SPRINKLER SYSTEM QUARTERLY INSPECTION	\$539.38
						Check Total:	\$539.38
43961	05/05/2021	2249	RHONDA J LEE-HICKS	49	11000.2100.53213.2000.008000.0000	2020-2021 - OCCUPATIONAL THERAPY	\$6,467.50
						Check Total:	\$6,467.50
43962	05/05/2021	2249	T-MOBILE USA, INC	3/21-4/20/21	24305.2600.54416.0000.008000.0000	HOTSPOTS FOR STUDENTS	\$335.00
43962	05/05/2021	2249	T-MOBILE USA, INC	3/21-4/20/21	31900.4000.56118.0000.008000.0000	15 ADDITIONAL HOTSPOTS	\$705.00
43962	05/05/2021	2249	T-MOBILE USA, INC	3/21-4/20/21 - CELL	31900.4000.54416.0000.008000.0000	2020-2021 - DISTRICT CELL PHONES	\$263.58
						Check Total:	\$1,303.58
43963	05/05/2021	2249	UNLIMITED THERAPY, LLC	2336	11000.2100.53212.2000.008000.0000	2020-2021 - SPEECH LANGUAGE SERVICES	\$6,433.65
						Check Total:	\$6,433.65
43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	11000.2600.54415.0000.008033.0000	2020-2021 - CES WATER	\$217.51
43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	11000.2600.54415.0000.008034.0000	2020-2021 - CHS WATER	\$293.04
43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	11000.2600.54415.0000.008036.0000	2020-2021 - CMS WATER	\$217.51
43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	13000.2700.54415.0000.008000.0000	2020-2021 - TRANSPORTATION	\$181.03
43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	31701.4000.54315.0000.008000.0000	2020-2021 - ADMIN SOLID WASTE	\$78.12
43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	31701.4000.54315.0000.008033.0000	2020-2021 - CES SOLID WASTE	\$78.12
43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	31701.4000.54315.0000.008034.0000	2020-2021 - CHS SOLID WASTE	\$78.12

43964	05/05/2021	2249	VILLAGE OF CIMARRON	4/1-4/30/21	31701.4000.54315.0000.008036.0000	2020-2021 - CMS SOLID WASTE	\$78.12
						Check Total:	\$1,221.57
43965	05/05/2021	2249	WASTE MANAGEMENT OF NEW MEXICO, INC.	0899487-0499-7	31701.4000.54315.0000.008047.0000	30 YARD ROLL-OFF DELIVERY FOR ENEMS	\$160.75
43965	05/05/2021	2249	WASTE MANAGEMENT OF NEW MEXICO, INC.	0899487-0499-7	31701.4000.54315.0000.008048.0000	30 YARD ROLL-OFF DELIVERY FOR ENEMS	\$160.75
						Check Total:	\$321.50
43966	05/05/2021		MORENO VALLEY HIGH SCHOOL	V397991	24146.2500.55912.0000.008000.0000	FLOWTHROUGH GRANTS TO CHARTERS	\$38,834.44
						Check Total:	\$38,834.44
43967	05/10/2021		MORENO VALLEY HIGH SCHOOL	V949195	11000.0000.21100.0000.000000.0000	INTERGOVERNMENTAL ACCOUNTS PAYABLE	\$69,606.46
						Check Total:	\$69,606.46
43976	05/12/2021	2251	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21 INTERNET	11000.2600.54416.0000.008000.0000	2020-2021 - INTERNET - ADMINISTRATION	\$22.57
43976	05/12/2021	2251	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21 INTERNET	11000.2600.54416.0000.008033.0000	2020-2021 - INTERNET - CES	\$22.56
43976	05/12/2021	2251	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21 INTERNET	11000.2600.54416.0000.008034.0000	2020-2021 - INTERNET - CHS	\$22.56
43976	05/12/2021	2251	BACA VALLEY TELEPHONE CO INC	5/1-5/31/21 INTERNET	11000.2600.54416.0000.008036.0000	2020-2021 - INTERNET - CMS	\$22.57
						Check Total:	\$90.26
43977	05/12/2021	2251	BENNETT'S LLC	21-C19542	31701.4000.54315.0000.008000.0000	2020-2021 - MONTHLY CYLINDER RENTAL	\$22.95
43977	05/12/2021	2251	BENNETT'S LLC	21-C19681	31701.4000.54315.0000.008000.0000	2020-2021 - MONTHLY CYLINDER RENTAL	\$21.70
						Check Total:	\$44.65
43978	05/12/2021	2251	CAROLYN TRAVIS SONDERER	SPRING COURSES	24189.1000.53330.1010.008000.0000	MASTERS OF EARLY EDUCATION IN TRAUMA	\$400.00
43978	05/12/2021	2251	CAROLYN TRAVIS SONDERER	SPRING COURSES	24189.1000.53330.1010.008000.0000	UNDERSTANDING THE IMPACT OF TRAUMA IN	\$400.00
43978	05/12/2021	2251	CAROLYN TRAVIS SONDERER	SPRING COURSES	24189.1000.53330.1010.008000.0000	GRIEF, LOSS & TRAUMA	\$400.00
						Check Total:	\$1,200.00
43979	05/12/2021	2251	CHRISTINE MAY	129	11000.2100.53218.2000.008033.0000	2020-2021 - TVI SERVICES	\$3,954.08
						Check Total:	\$3,954.08
43980	05/12/2021	2251	CIMARRON WEST	5/6/21	26156.1000.56118.1010.008000.0000	40 LB SACK OF BIRD SEED	\$21.85
						Check Total:	\$21.85
43981	05/12/2021	2251	COOPERATIVE EDUCATIONAL SERVICES	24-115225	31100.4000.54500.0000.008047.0000	LIVING DESIGNS GROUP ARCHITECTS - ENEMS	\$2,247.96
43981	05/12/2021	2251	COOPERATIVE EDUCATIONAL	24-115225	31100.4000.54500.0000.008047.0000	NMGR @ 6.875%	\$188.79

			SERVICES								
43981	05/12/2021	2251	COOPERATIVE EDUCATIONAL SERVICES	24-115225	31100.4000.54500.0000.008048.0000		LIVING DESIGNS GROUP ARCHITECTS – ENEMS		\$2,247.95		
43981	05/12/2021	2251	COOPERATIVE EDUCATIONAL SERVICES	24-115225	31100.4000.54500.0000.008048.0000		NMGRT @ 6.875%		\$188.79		
							Check Total:		\$4,873.49		
43982	05/12/2021	2251	CUNICO TIRE COMPANY INC	52969	13000.2700.56215.0000.008000.0000		LT225/75R16-10 ADVANTA ATX750/ATX750155		\$1,339.20		
43982	05/12/2021	2251	CUNICO TIRE COMPANY INC	52969	13000.2700.56215.0000.008000.0000		11R22.5-16 ADVANTA AV5000S STEER		\$2,172.64		
43982	05/12/2021	2251	CUNICO TIRE COMPANY INC	52969	13000.2700.56215.0000.008000.0000		11R22.5-16 ADVANTA AV9200D		\$3,581.88		
							Check Total:		\$7,093.72		
43983	05/12/2021	2251	DANIEL L GURULE	158268	13000.2700.53711.0000.008000.0000		FIRST AID/CPR TRAINING FOR BUS DRIVERS – APRIL		\$144.00		
							Check Total:		\$144.00		
43984	05/12/2021	2251	ELIZABETH E. ADAMS	SPRING COURSES	24154.1000.53330.1010.008000.0000		PROFESSIONAL WRITING IN SOCIAL WORK		\$400.00		
43984	05/12/2021	2251	ELIZABETH E. ADAMS	SPRING COURSES	24154.1000.53330.1010.008000.0000		SOCIAL WELFARE POLICY		\$400.00		
43984	05/12/2021	2251	ELIZABETH E. ADAMS	SPRING COURSES	24154.1000.53330.1010.008000.0000		THEORIES & TECHNIQUE IN SOCIAL WORK PRACTICE		\$400.00		
43984	05/12/2021	2251	ELIZABETH E. ADAMS	SPRING COURSES	24154.1000.53330.1010.008000.0000		GROUP WORK IN SOCIAL		\$400.00		
							Check Total:		\$1,600.00		
43985	05/12/2021	2251	GEORGE OTERO	5/1/21	27127.2200.55915.0000.008047.0000		CONSULTING, COACHING & TRAINING FOR		\$2,000.00		
43985	05/12/2021	2251	GEORGE OTERO	5/1/21	27127.2200.55915.0000.008048.0000		CONSULTING, COACHING & TRAINING FOR		\$2,000.00		
							Check Total:		\$4,000.00		
43986	05/12/2021	2251	M.C. ELECTRIC INC	2399	31701.4000.54315.0000.008034.0000		PURCHASE & INSTALL FOUR LOCKER ROOM CLOCKS		\$5,977.01		
43986	05/12/2021	2251	M.C. ELECTRIC INC	2401	13000.2700.53711.0000.008000.0000		REPLACE CONTROL BOARD TO GARAGE DOOR. ADD 2		\$5,000.00		
							Check Total:		\$10,977.01		
43987	05/12/2021	2251	MANNON MOTION, LTD. CO.	C214	11000.2100.53214.2000.008000.0000		2020-2021 – PHYSICAL THERAPY SERVICES		\$3,513.73		
							Check Total:		\$3,513.73		
43988	05/12/2021	2251	NEW MEXICO SCHOOL BOARDS ASSOCIATION	20956	11000.2300.55915.0000.008000.0000		NMSBA POLICY SERVICE (APRIL, MAY, JUNE 2021)		\$1,155.00		
							Check Total:		\$1,155.00		

43989	05/12/2021	2251	ORTIZ & ZAMORA ATTORNEYS AT LAW LLC	11171	11000.2300.53413.0000.008000.0000	2020-2021 - LEGAL ASSISTANCE	\$108.44
						Check Total:	\$108.44
43990	05/12/2021	2251	REALLY GREAT READING	27915	11000.1000.56112.1010.008033.0000	PHONICS BOOST LESSON PLANS BOOK 2	\$95.00
43990	05/12/2021	2251	REALLY GREAT READING	27915	11000.1000.56112.1010.008033.0000	PHONICS BOOST ORAL READING PASSAGES, BOOK 1	\$120.00
43990	05/12/2021	2251	REALLY GREAT READING	27915	11000.1000.56112.1010.008033.0000	PHONICS BOOST STUDENT WORKBOOK 1	\$108.00
43990	05/12/2021	2251	REALLY GREAT READING	27915	11000.1000.56112.1010.008033.0000	PHONICS BOOST STUDENT WORKBOOK 2	\$139.56
						Check Total:	\$462.56
43991	05/12/2021	2251	SCHOLASTIC BOOK CLUBS, INC	64093184	11000.1000.56112.1010.008047.0000	THE LIGHTNING THIEF	\$89.64
						Check Total:	\$89.64
43992	05/12/2021	2251	THE TAOS NEWS	LEGAL	11000.2300.53711.0000.008000.0000	LEGAL AD FOR ENEMS GREENHOUSE	\$100.38
						Check Total:	\$100.38
43993	05/12/2021	2251	VILLAGE OF EAGLE NEST	5/1/21 - MAIN	11000.2600.54415.0000.008047.0000	2020-2021 - ENES WATER	\$656.40
43993	05/12/2021	2251	VILLAGE OF EAGLE NEST	5/1/21 - MAIN	11000.2600.54415.0000.008048.0000	2020-2021 - ENMS WATER	\$656.39
						Check Total:	\$1,312.79
43994	05/12/2021	2251	WEX BANK	71578274	11000.1000.55817.9000.008034.0000	FLEET FUEL	\$476.03
43994	05/12/2021	2251	WEX BANK	71578274	11000.2100.55813.0000.008000.0000	FLEET FUEL	\$40.99
43994	05/12/2021	2251	WEX BANK	71578274	11000.2300.55813.0000.008000.0000	FLEET FUEL	\$135.36
43994	05/12/2021	2251	WEX BANK	71578274	11000.2600.55813.0000.008000.0000	FLEET FUEL	\$123.67
43994	05/12/2021	2251	WEX BANK	71578274	11000.2600.55813.0000.008034.0000	FLEET FUEL	\$18.44
43994	05/12/2021	2251	WEX BANK	71578274	13000.2700.55813.0000.008000.0000	FLEET FUEL	\$101.35
						Check Total:	\$895.84
43995	05/12/2021	2251	WHITTEN CONSTRUCTION	1799	31701.4000.54315.0000.008033.0000	DIG UP WATER LINE AT	\$2,934.17
43995	05/12/2021	2251	WHITTEN CONSTRUCTION	1799	31701.4000.54315.0000.008036.0000	DIG UP WATER LINE AT	\$2,934.17
						Check Total:	\$5,868.34
43996	05/12/2021	2251	ZIA NATURAL GAS COMPANY	3/31-4/30/21	11000.2600.54412.0000.008033.0000	2020-2021 - CES NATURAL GAS	\$708.83
43996	05/12/2021	2251	ZIA NATURAL GAS COMPANY	3/31-4/30/21	11000.2600.54412.0000.008034.0000	2020-2021 - CHS NATURAL GAS	\$2,113.76
43996	05/12/2021	2251	ZIA NATURAL GAS COMPANY	3/31-4/30/21	11000.2600.54412.0000.008036.0000	2020-2021 - CMS NATURAL GAS	\$708.84
43996	05/12/2021	2251	ZIA NATURAL GAS COMPANY	3/31-4/30/21	13000.2700.54412.0000.008000.0000	2020-2021 - TRANSPORTATION NATURAL	\$167.50
						Check Total:	\$3,698.93

43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008047.0000	FLOOR FLANGES FOR CHAIN LINK POSTS	\$100.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008047.0000	8" ROOF JACK	\$15.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008047.0000	1/2" X 3 1/2" CONCRETE ANCHORSMSA	\$600.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008047.0000	1/2" MASONRY DRILL BIT	\$6.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008048.0000	1/2" MASONRY DRILL BIT	\$6.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008048.0000	1/2" X 3 1/2" CONCRETE ANCHORSMSA	\$600.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008048.0000	8" ROOF JACK	\$15.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5724	27127.3300.56118.0000.008048.0000	FLOOR FLANGES FOR CHAIN LINK POSTS	\$100.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008047.0000	1 HP FAN	\$105.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008047.0000	8"X2' STOVE PIPE	\$84.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008047.0000	8" RAIN CAP	\$9.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008047.0000	FIRE BRICK	\$300.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008048.0000	FIRE BRICK	\$300.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008048.0000	8" RAIN CAP	\$9.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008048.0000	8"X2' STOVE PIPE	\$96.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5725	27127.3300.56118.0000.008048.0000	1 HP FAN	\$105.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	DEWALT RECIPROCATING	\$154.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	12" RECIPROCATING BLADES	\$15.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	HANDHELD MAGNET	\$17.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	10' X 1/2" COPPER TUBE	\$8.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	ASH BUCKETGLO	\$8.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	SMALL GLOVES	\$17.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	LARGE GLOVES	\$17.50

43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	50' EXTENSION CORDS	\$19.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	DUCT TAPE ROLLS	\$7.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008047.0000	MEDIUM GLOVES	\$17.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	MEDIUM GLOVES	\$17.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	DUCT TAPE ROLLS	\$7.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	50' EXTENSION CORDS	\$19.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	LARGE GLOVES	\$17.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	SMALL GLOVES	\$17.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	ASH BUCKETGLO	\$8.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	10' X 1/2" COPPER TUBE	\$8.50
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	HANDHELD MAGNET	\$17.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	12" RECIPROCATING BLADES	\$15.00
43997	05/13/2021	2250	SUNNYSIDE HARDWARE & GROCERY, INC	5726	27127.3300.56118.0000.008048.0000	DEWALT RECIPROCATING	\$154.00
						Check Total:	\$3,015.00
43998	05/14/2021	2256	GIRL SCOUTS OF NEW MEXICO TRAILS, INC.	5/10/21	29102.1000.53711.1010.008047.0000	USE OF HOFFMAN HALL ON 5/10/21	\$325.00
						Check Total:	\$325.00
43999	05/19/2021	2259	A'VIANDS, LLC	INV1900026014	21000.3100.53414.0000.008000.0000	INCREASE PURCHASE ORDER AS A RESULT OF	\$28,412.04
						Check Total:	\$28,412.04
44000	05/19/2021	2259	ACORN PETROLEUM INC.	001081497	13000.2700.56212.0000.008000.0000	2020-2021 - DIESEL FUEL FOR TO AND FROM ROUTE	\$623.63
						Check Total:	\$623.63
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	458738656337	31701.4000.56118.0000.008000.0000	REPLACEMENT OUTDOOR CANAPY	\$224.99
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	466987655363	26156.1000.56118.1010.008000.0000	LIVE BUTTERFLY KIT	\$82.65
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	499765937936	26156.1000.56118.1010.008000.0000	LEMON TREE	\$79.99
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	668333937333	26156.1000.56118.1010.008000.0000	BUTTERFLY GARDEN	\$42.99
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	668333937333	26156.1000.56118.1010.008000.0000	PREMIUM MOROCCAN	\$21.99
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	668333937333	26156.1000.56118.1010.008000.0000	FUYIT NATURAL WOOD	\$27.94
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	668333937333	26156.1000.56118.1010.008000.0000	CRAFT SAND ART	\$77.98
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	668333937333	26156.1000.56118.1010.008000.0000	BREAK OPEN GEODES	\$79.98



44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	734979878569	26156.1000.56118.1010.008000.0000	INTRODUCTION TO ROCKS	\$21.47
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	738348385789	26156.1000.56118.1010.008000.0000	DANCING BEAR ROCK & MINERAL COLLECTION	\$49.90
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	774895534347	26156.1000.56118.1010.008000.0000	6 PK DISH COVER	\$125.98
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	846898593894	26156.1000.56118.1010.008000.0000	MEYER LEMON TREE	\$117.98
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	933369433989	13000.2700.56118.0000.008000.0000	AMAZON BRAND ALCOHOL	\$134.95
44001	05/19/2021	2259	AMAZON.COM CREDIT PLAN	937563347944	26156.1000.56118.1010.008000.0000	16 PCS DIAMOND KITE DIY	\$92.97
						Check Total:	\$1,181.76
44002	05/19/2021	2259	CIMARRON MUNICIPAL SCHOOLS	5/8/21 BUS #22	11000.1000.55817.9000.008034.0000	BUS FOR TRACK TO PENASCO 5/8	\$54.20
						Check Total:	\$54.20
44003	05/19/2021	2259	COOPERATIVE EDUCATIONAL SERVICES	36-038228	11000.2100.53211.2000.008000.0000	2020-2021 -	\$648.29
44003	05/19/2021	2259	COOPERATIVE EDUCATIONAL SERVICES	36-038228	11000.2100.53211.2000.008000.0000	INCREASE IN	\$283.79
44003	05/19/2021	2259	COOPERATIVE EDUCATIONAL SERVICES	36-038229	11000.2100.53215.2000.008000.0000	DIAGNOSTICIAN DUE TO 2020-2021 - SOCIAL WORK	\$262.00
						Check Total:	\$1,194.08
44004	05/19/2021	2259	JERALD KIMBELL	202762	13000.2700.53711.0000.008000.0000	CDL PHYSICAL - 2020-2021	\$110.00
						Check Total:	\$110.00
44005	05/19/2021	2259	KIT CARSON ELECTRIC COOPERATIVE INC	3/18-4/18/21	11000.2600.54411.0000.008047.0000	2020-2021 - ENES ELECTRICITY	\$57.15
44005	05/19/2021	2259	KIT CARSON ELECTRIC COOPERATIVE INC	3/18-4/18/21	11000.2600.54411.0000.008048.0000	2020-2021 - ENMS ELECTRICITY	\$57.15
						Check Total:	\$114.30
44006	05/19/2021	2259	M.C. ELECTRIC INC	2404	31701.4000.54315.0000.008033.0000	BELL/INTERCOM SYSTEM AT CES	\$23,302.02
44006	05/19/2021	2259	M.C. ELECTRIC INC	2404	31701.4000.54315.0000.008034.0000	BELL/INTERCOM SYSTEM AT CHS	\$45,082.88
44006	05/19/2021	2259	M.C. ELECTRIC INC	2404	31701.4000.54315.0000.008036.0000	BELL/INTERCOM SYSTEM	\$23,302.03
						Check Total:	\$91,686.93
44007	05/19/2021	2259	NATURE SCAPES INC	21044	31701.4000.54315.0000.008033.0000	2020-2021 - JANITORIAL CONTRACT CIMARRON	\$1,494.05
44007	05/19/2021	2259	NATURE SCAPES INC	21044	31701.4000.54315.0000.008033.0000	GRT @ 8.1458%	\$121.70
44007	05/19/2021	2259	NATURE SCAPES INC	21044	31701.4000.54315.0000.008036.0000	GRT @ 8.1458%	\$121.70
44007	05/19/2021	2259	NATURE SCAPES INC	21044	31701.4000.54315.0000.008036.0000	2020-2021 - JANITORIAL CONTRACT CIMARRON	\$1,494.05
44007	05/19/2021	2259	NATURE SCAPES INC	21045	31701.4000.54315.0000.008034.0000	2020-2021 - JANITORIAL CONTRACT CIMARRON	\$2,456.41
44007	05/19/2021	2259	NATURE SCAPES INC	21045	31701.4000.54315.0000.008034.0000	GRT @ 8.1458%	\$200.09
44007	05/19/2021	2259	NATURE SCAPES INC	21046	31701.4000.54315.0000.008047.0000	GRT @ 7.5208%	\$115.68

44007	05/19/2021	2259	NATURE SCAPES INC	21046	31701.4000.54315.0000.008047.0000	2020-2021 - JANITORIAL CONTRACT EAGLE NEST	\$1,538.08
44007	05/19/2021	2259	NATURE SCAPES INC	21046	31701.4000.54315.0000.008048.0000	2020-2021 - JANITORIAL CONTRACT EAGLE NEST	\$1,538.07
44007	05/19/2021	2259	NATURE SCAPES INC	21046	31701.4000.54315.0000.008048.0000	GRT @ 7.5208%	\$115.67
44007	05/19/2021	2259	NATURE SCAPES INC	21047	31701.4000.54315.0000.008000.0000	2020-2021 - JANITORIAL CONTRACT CIMARRON	\$224.38
44007	05/19/2021	2259	NATURE SCAPES INC	21047	31701.4000.54315.0000.008000.0000	GRT @ 8.1458%	\$18.28
						Check Total:	\$9,438.16
44008	05/19/2021	2259	NMASBO	200002509	11000.2300.53330.0000.008000.0000	VIRTUAL SPRING BUDGET - AMBER ARCHULETA	\$150.00
44008	05/19/2021	2259	NMASBO	200002689	11000.2300.53330.0000.008000.0000	MARY SCIACCA	\$150.00
						Check Total:	\$300.00
44009	05/19/2021	2259	NORTHERN NEW MEXICO GAS COMPANY-AF	11824	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST	\$202.75
44009	05/19/2021	2259	NORTHERN NEW MEXICO GAS COMPANY-AF	11824	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$202.75
44009	05/19/2021	2259	NORTHERN NEW MEXICO GAS COMPANY-AF	11845	11000.1000.55817.9000.008034.0000	2020-2021 - PROPANE FOR RAM BUS	\$277.38
						Check Total:	\$682.88
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	HYBEL POTS	\$1,793.23
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	CHEF JEFF VEGETABLES	\$670.03
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	6" HERB POTS	\$99.31
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	SMALL GERANIUMS	\$142.61
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	4" PERENNIALS	\$274.54
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	2.5 QT PERENNIALS	\$397.22
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	6 PACK FLOWER AND	\$533.82
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	6" FLOWER POT	\$122.21
44010	05/19/2021	2259	RECORDS ACE HARDWARE	330545	26156.1000.56118.1010.008000.0000	12" CALI POT	\$594.78
						Check Total:	\$4,627.75
44011	05/19/2021	2259	SPRINGER ELECTRIC COOPERATIVE INC	42468	11000.2600.54411.0000.008033.0000	2020-2021 - CES ELECTRICITY	\$1,070.60
44011	05/19/2021	2259	SPRINGER ELECTRIC COOPERATIVE INC	42468	11000.2600.54411.0000.008034.0000	2020-2021 - CHS ELECTRICITY	\$2,297.26
44011	05/19/2021	2259	SPRINGER ELECTRIC COOPERATIVE INC	42468	11000.2600.54411.0000.008036.0000	2020-2021 - CMS ELECTRICITY	\$1,070.60
44011	05/19/2021	2259	SPRINGER ELECTRIC COOPERATIVE INC	42468	13000.2700.54411.0000.008000.0000	2020-2021 - TRANSPORTATION DEPT	\$243.17
						Check Total:	\$4,681.63

44012	05/19/2021	2259	SUPER SAVE - RATON	210517-128-6-6-55	13000.2700.56118.0000.008000.0000	AQUA VISTA WATER - 13 CASES	\$77.87
						Check Total:	\$77.87
44013	05/26/2021	2262	4ALARM SERVICE	81190	31701.4000.54315.0000.008047.0000	MONTHLY MONITORING FEE - 6 MONTHS	\$16.07
44013	05/26/2021	2262	4ALARM SERVICE	81190	31701.4000.54315.0000.008048.0000	MONTHLY MONITORING FEE - 6 MONTHS	\$16.07
						Check Total:	\$32.14
44014	05/26/2021	2262	ACORN PETROLEUM INC.	001081048	13000.2700.56212.0000.008000.0000	2020-2021 - DIESEL FUEL FOR TO AND FROM ROUTE	\$2,347.73
44014	05/26/2021	2262	ACORN PETROLEUM INC.	001082701	13000.2700.56214.0000.008000.0000	OIL	\$1,118.70
44014	05/26/2021	2262	ACORN PETROLEUM INC.	001082701	13000.2700.56214.0000.008000.0000	DIESEL EXHAUST FLUID	\$162.25
						Check Total:	\$3,628.68
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	SCHOOL SMART BUTCHER KRAFT PAPER	\$31.03
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	LIGHT BLUE KRAFT PAPER	\$14.49
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	YELLOW KRAFT PAPER	\$10.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	ORANGE KRAFT PAPER	\$14.50
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	BROTHER GENUINE P-TOUCH TZE-221 TAPE	\$9.49
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	PAPERPRO COMPACT	\$10.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	ENERGIZER MAX C	\$4.79
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	TOPESEL 5 PACK USB FLASH DRIVES1	\$8.80
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	THE FILE KING 1/3-CUT TOP TAB YELLOW FILE FOLDERS	\$6.78
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	SMEAD COLORED FILE FOLDERS	\$7.48
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	JARLINK CLEAR PACKING TAPE	\$13.40
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	AMAZON BASICS PAPER - BLUE	\$5.45
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	SPRINGHILL TAN COLORED PAPER	\$6.00
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	SCOTCH MAGIC TAPE	\$9.97
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	TAPE DISPENSER	\$8.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	QUALITY PARK 6X9 ENVELOPES	\$5.74

44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	HAMMERMIL RECYCLED PAPER – PINK	\$9.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008047.0000	AMAZON BASICS PAPER – YELLOW	\$14.50
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	HAMMERMIL RECYCLED PAPER – PINK	\$9.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	QUALITY PARK 6X9 ENVELOPES	\$5.75
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	TAPE DISPENSER	\$9.00
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	SCOTCH MAGIC TAPE	\$9.96
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	SPRINGHILL TAN COLORED PAPER	\$5.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	AMAZON BASICS PAPER – BLUE	\$5.45
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	JARLINK CLEAR PACKING TAPE	\$13.39
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	SMEAD COLORED FILE FOLDERS	\$7.48
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	THE FILE KING 1/3–CUT TOP TAB YELLOW FILE FOLDERS	\$6.77
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	TOPESEL 5 PACK USB FLASH DRIVES1	\$8.79
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	ENERGIZER MAX C	\$4.79
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	PAPERPRO COMPACT	\$10.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	BROTHER GENUINE P–TOUCH TZE–221 TAPE	\$9.49
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	ORANGE KRAFT PAPER	\$14.49
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	YELLOW KRAFT PAPER	\$10.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	LIGHT BLUE KRAFT PAPER	\$14.50
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	SCHOOL SMART BUTCHER KRAFT PAPER	\$31.03
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	433378933935	11000.1000.56118.1010.008048.0000	AMAZON BASICS PAPER – YELLOW	\$14.49
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	473674368987	11000.1000.56118.1010.008000.0000	BLOBBY'S PIZZA MATH CARD GAME	\$22.00
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	475887787369	11000.1000.56118.1010.008000.0000	GHENT 48.5" X 72.5" PHANTOM LINE MAGNETIC	\$380.79

44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	573773944939	11000.1000.56118.1010.008000.0000	EXPO VIS-A-VIS WET ERASE MARKERS	\$16.56
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	658778536588	11000.1000.56118.1010.008000.0000	2022 DESK CALENDAR	\$14.04
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	676336348697	11000.1000.56118.1010.008000.0000	STRETCHY TOY MONSTER DUDE SQUISH	\$69.40
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	743459877584	11000.1000.56118.1010.008000.0000	DRY ERASE SURFACE	\$20.70
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56112.1010.008000.0000	180 DAYS OF SCIENCE: GRADE 3	\$17.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56112.1010.008000.0000	180 DAYS OF GEOGRAPHY FOR THIRD GRADE	\$12.69
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56112.1010.008000.0000	180 DAYS OF PRACTICE FOR THIRD GRADE	\$40.48
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	EDX EDUCATION STUDENT PLACE VALUE FLIP CHART	\$11.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	EXPO 1884309 LOW ODOR DRY ERASE MARKERS	\$15.92
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	QUALITY PARK #10 SELF-SEAL SECURITY	\$7.92
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	DUAL TIP ART MARKER PENS FINE POINT	\$17.96
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	SHARPIE PERMANENT MARKERS VARIETY PACK	\$6.31
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	SHARPIE TWIN TIP PERMANENT MARKERS	\$19.58
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	WESTCOTT METAL BALL BEARING COMPASS	\$6.30
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	MATH FOR LOVE PRIME	\$27.25
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	LEGO DUPLO SUPER HEROES LAB	\$23.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	PENTAL BALLPOINT STICK PEN	\$11.98
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	DRY ERASE LAPBOARDS	\$24.95
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	EXPO VIS-A-VIS WET ERASE MARKERS	\$6.86
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	PENDABLEX FILE FOLDERS	\$10.88

44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	QUALITY PARK 10 X 13 CATALOG ENVELOPES	\$20.82
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	PULL BACK CAR	\$13.98
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	SEMI CARRIER TRUCK TRANSPORT	\$29.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	TRIDENT SUGAR FREE GUM	\$30.00
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	1 IN THE OFFICE GRAPH CONNECTION	\$33.98
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	AMAZON BASICS DRY ERASE BOARD MARKERS	\$22.17
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	IMPRESA PRODUCTS 5- PACK STRETCHY STRING	\$19.98
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	SENSORY FIDGET TOYS SET	\$37.90
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	FROG TOYS	\$14.97
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	STRESS RELIEF FIDGET	\$29.60
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	TEXTURODOS TEXTURES	\$37.98
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	NAMII W STRESS BALL TOYS COLOR CHANGING	\$62.95
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	PENTEL REFILL ERASER FOR MECHANICAL PENCILS	\$5.49
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	PENTAL SUPER HI-POLYMER	\$4.21
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	BIC WITE-OUT BRAND	\$13.82
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	DRY ERASE MARKERS LOW ODOR FINE	\$24.80
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	HIGHLIGHTERS 12 COLORED	\$15.98
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	MR. PEN PROTRACTOR	\$5.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	POST-IT SUPER STICKY	\$44.45
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	DEX BOARD LARGE CORK BOARD	\$57.59
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	CHART TO SUCCESS	\$20.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	CADILY CASH REWARD	\$16.97
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	OWLCONIC TELLING TIME TEACHING CLOCK	\$25.07
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	SECURA 60-MINUTE VISUAL TIMER	\$18.99
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	WAXBOOM SELF ADHESIVE DOTS	\$9.99

44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	POST-IT SUPER STICKY EASEL PAD	\$63.12
44015	05/26/2021	2262	AMAZON.COM CREDIT PLAN	795838664979	11000.1000.56118.1010.008000.0000	PLASTIC VISUAL ASD INTERATIVE BEHAVIOUS	\$14.97
						Check Total:	\$1,870.01
44016	05/26/2021	2262	APRIL YATES	5/25/21	26156.1000.53711.1010.008000.0000	GAS FOR USE OF TRUCK/PICKUP FOR 4C	\$97.47
						Check Total:	\$97.47
44017	05/26/2021	2262	BURCO CHEMICAL & SUPPLY INC	26006	13000.2700.56118.0000.008000.0000	YELLOW 60" MOP HANDLE	\$110.24
						Check Total:	\$110.24
44018	05/26/2021	2262	CIMARRON CANYON STATE PARK	E.O.Y. LUNCHEON	11000.2300.53711.0000.008000.0000	PARKING FEE FOR END OF THE YEAR STAFF LUNCHEON	\$65.00
						Check Total:	\$65.00
44019	05/26/2021	2262	COMMUNITY TECH SOLUTIONS	06-21 CMSD	31900.4000.53414.0000.008000.0000	2020-2021 - TECHNOLOGY SUPPORT CONTRACT	\$7,171.67
44019	05/26/2021	2262	COMMUNITY TECH SOLUTIONS	06-21 CMSD	31900.4000.53414.0000.008000.0000	GRT @ 8.6875%	\$623.04
						Check Total:	\$7,794.71
44020	05/26/2021	2262	MARY K. LLOYD	RED542 & CI591	24154.1000.53330.1010.008000.0000	INTEGRATED TECH & LITERACY THROUGH	\$900.00
44020	05/26/2021	2262	MARY K. LLOYD	RED542 & CI591	24154.1000.53330.1010.008000.0000	SEMINAR IN CURRICULUM, ASSESSMENT &	\$900.00
						Check Total:	\$1,800.00
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 1/4 OZ	\$5.29
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 1/2 OZ	\$7.95
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	WWW/CLIP ON LEAD PSGR 3/4 OZ	\$11.33
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 1 OZ	\$13.77
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 1 1/4 OZ	\$17.27
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 1 1/2 OZ	\$19.54
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 1 3/4 OZ	\$24.35
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 2 OZ	\$26.51

44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 2 1/4 OZ	\$31.19
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 1 1/2 OZ	\$33.98
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 2 3/4 OZ	\$37.25
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD PSGR 3 OZ	\$40.67
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	CLIP ON LEAD TRK 2 OZ	\$34.16
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD TRK 3	\$43.86
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD TRK 4	\$51.30
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD TRK 6	\$65.86
44021	05/26/2021	2262	MCGEE COMPANY	30084273-00	13000.2700.56118.0000.008000.0000	W/W CLIP ON LEAD TRK 8	\$81.92
						Check Total:	\$546.20
44022	05/26/2021	2262	MINDY K VIGIL	5/25/21	26156.1000.53711.1010.008000.0000	GAS FOR USE OF TRUCK FOR 4C GREENHOUSE SUPPLY	\$94.69
						Check Total:	\$94.69
44023	05/26/2021	2262	NORTHERN NEW MEXICO GAS COMPANY-AF	11867	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST	\$33.02
44023	05/26/2021	2262	NORTHERN NEW MEXICO GAS COMPANY-AF	11867	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$33.03
44023	05/26/2021	2262	NORTHERN NEW MEXICO GAS COMPANY-AF	11868	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST	\$309.89
44023	05/26/2021	2262	NORTHERN NEW MEXICO GAS COMPANY-AF	11868	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$309.89
44023	05/26/2021	2262	NORTHERN NEW MEXICO GAS COMPANY-AF	11869	11000.2600.54413.0000.008047.0000	2020-2021 PROPANE FOR EAGLE NEST	\$107.20
44023	05/26/2021	2262	NORTHERN NEW MEXICO GAS COMPANY-AF	11869	11000.2600.54413.0000.008048.0000	2020-2021 PROPANE FOR EAGLE NEST	\$107.20
						Check Total:	\$900.23
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071	27127.3300.56118.0000.008047.0000	MONITOR PINPOINT II OXY	\$147.56
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071	27127.3300.56118.0000.008047.0000	YSI PH100 PH/MV/TEMP METER ONLY	\$135.00
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071	27127.3300.56118.0000.008047.0000	PH/TEM PROVE W/1 M CABLE FOR PH100	\$55.00
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071	27127.3300.56118.0000.008047.0000	THERMOMETER PCKT ALUM CS-40-70C/-40-158F	\$16.90
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071	27127.3300.56118.0000.008048.0000	THERMOMETER PCKT ALUM CS-40-70C/-40-158F	\$16.90



44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071		27127.3300.56118.0000.008048.0000	PH/TEM PROVE W/1 M CABLE FOR PH100	\$55.00
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071		27127.3300.56118.0000.008048.0000	YSI PH100 PH/MV/TEMP METER ONLY	\$135.00
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1425071		27127.3300.56118.0000.008048.0000	MONITOR PINPOINT II OXY	\$147.55
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1440263		27127.3300.56118.0000.008047.0000	CHILLER WATER 1/4 HP 115HV 60 HZ	\$1,984.41
44024	05/26/2021	2262	PENTAIR AQUATIC ECO-SYSTEMS INC	1440263		27127.3300.56118.0000.008048.0000	CHILLER WATER 1/4 HP 115HV 60 HZ	\$1,984.41
							Check Total:	\$4,677.73
44025	05/26/2021	2262	SUNNYSIDE HARDWARE & GROCERY, INC	5733		26156.1000.56118.1010.008000.0000	SOIL FOR GARDEN AND TABLE PROJECT	\$447.50
							Check Total:	\$447.50
44026	05/26/2021	2262	V2 VENTURES, LLC	000510437		31900.4000.56118.0000.008048.0000	DECREASED E-RATE SO INCREASE TO P.O.	\$68.80
44026	05/26/2021	2262	V2 VENTURES, LLC	000510439		31900.4000.56118.0000.008036.0000	DECREASED E-RATE SO INCREASE TO P.O.	\$68.80
							Check Total:	\$137.60
44027	05/26/2021	2262	WASTE MANAGEMENT OF NEW MEXICO, INC.	0906127-0499-0		31701.4000.54315.0000.008047.0000	30 YARD ROLL-OFF DELIVERY FOR ENEMS	\$229.00
44027	05/26/2021	2262	WASTE MANAGEMENT OF NEW MEXICO, INC.	0906127-0499-0		31701.4000.54315.0000.008048.0000	30 YARD ROLL-OFF DELIVERY FOR ENEMS	\$229.00
							Check Total:	\$458.00
							Bank Total:	\$391,002.82

#### Manual Checks Recap

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
43966	05/05/2021	11466	MORENO VALLEY HIGH SCHOOL	MANUAL	24146.2500.55912.0000.008000.0000	FLOWTHROUGH GRANTS TO	\$38,834.44
						Check Total:	\$38,834.44
43967	05/10/2021	11467	MORENO VALLEY HIGH SCHOOL	MANUAL	11000.0000.21100.0000.000000.0000	INTERGOVERNMENTAL	\$69,606.46
						Check Total:	\$69,606.46
						Manual Checks Total:	\$108,440.90

#### Voided Checks

43948	05/05/2021	2249	CHRISTINE MAY	VOID	11000.0000.21011.0000.000000.0000	VOID: VENDOR SUBMITTED	\$993.59
						Check Total:	\$993.59
						Voided Checks Total:	\$993.59

<u>Fund</u>	<u>Amount</u>
11000	\$125,722.76
13000	\$20,862.30
21000	\$28,412.04
23202	\$1,000.00
23403	\$1,207.84
23404	\$2,000.00
23411	\$140.04
23415	\$2,072.55
23416	\$150.61
23417	\$4,508.04
23419	\$272.33
23426	\$108.86
23440	\$221.05
23446	\$384.86
23460	\$1,000.00
24146	\$38,834.44
24154	\$3,400.00
24189	\$1,200.00
24305	\$335.00
26156	\$6,191.78
27127	\$11,692.73
29102	\$592.22
31100	\$4,873.49
31701	\$130,788.90
31900	\$18,097.16
Fund Totals:	\$404,069.00

**End of Report**

Disbursements Grand Total: \$404,069.00

## Cimarron Municipal Schools

### Deposit Listing

Date: 05/01/2021 - 05/31/2021

#### ACTIVITIES

Deposit Number	Date	Memo	Cash/Other	Checks/Credit	Deposit Total	
363035529	05/13/2021	CHS - CLASS OF 2022	\$547.00	\$1,602.00	\$2,149.00	
363035530	05/13/2021	CHS - CLASS OF 2022	\$0.00	\$622.00	\$622.00	
363035531	05/13/2021	ENEMS - PBIS	\$0.00	\$8.90	\$8.90	
363035532	05/06/2021	ENEMS - PBIS	\$49.20	\$0.00	\$49.20	
363035533	05/18/2021	ZANE MEMORIAL SCHOLARSHIP - CD	\$2,500.00	\$0.00	\$2,500.00	
363035534	05/20/2021	CEMS - PLANT SALES	\$448.00	\$628.00	\$1,076.00	
363035535	05/25/2021	CEMS - PLANT SALES	\$417.00	\$289.00	\$706.00	
363035536	05/25/2021	CEMS - PLANT SALES	\$438.00	\$309.00	\$747.00	
Total Deposits for Bank:		8	Total Amount:	\$4,399.20	\$3,458.90	\$7,858.10

#### OPERATIONAL

Deposit Number	Date	Memo	Cash/Other	Checks/Credit	Deposit Total
363035820	05/04/2021	MAXWELL MUNICIPAL SCHOOLS - BUS TRAINING	\$0.00	\$80.00	\$80.00
363035821	05/03/2021	NMPED - 24305 - GEERF	\$0.00	\$4,874.11	\$4,874.11
363035822	05/04/2021	NMPED - 24146 - MVHS DISTANCE LEARNING	\$0.00	\$38,834.44	\$38,834.44
363035823	05/03/2021	NMPED - 24154 - TITLE II	\$0.00	\$1,253.44	\$1,253.44
363035824	05/04/2021	ENEMS - CAFETERIA	\$21.00	\$0.00	\$21.00
363035825	05/04/2021	ENEMS - CAFETERIA	\$49.00	\$28.00	\$77.00
363035826	05/06/2021	UNITED STATES POSTAL SERVICE - MAY 2021 RENT	\$0.00	\$459.17	\$459.17
363035827	05/06/2021	CIMARRON MUNICIPAL SCHOOLS - DIESEL REIMBURSEMENT	\$0.00	\$60.56	\$60.56
363035828	05/10/2021	SEG - MAY 2021	\$0.00	\$442,077.00	\$442,077.00
363035829	05/06/2021	ENEMS - CAFETERIA	\$14.00	\$0.00	\$14.00
363035830	05/13/2021	ENEMS - CAFETERIA	\$42.00	\$0.00	\$42.00
363035831	05/13/2021	ENEMS - CAFETERIA	\$42.00	\$0.00	\$42.00
363035832	05/11/2021	NMPED - 2523 3 - G5 REAP	\$0.00	\$1,234.04	\$1,234.04
363035833	05/18/2021	ENEMS - CAFETERIA	\$3.50	\$0.00	\$3.50
363035834	05/18/2021	BOKF - BOND REIMBURSEMENT #11	\$0.00	\$5,228.65	\$5,228.65

Deposit Number	Date	Memo	Cash/Other	Checks/Credit	Deposit Total
363035835	05/18/2021	ENEMS - CAFETERIA	\$10.50	\$0.00	\$10.50
363035836	05/20/2021	CIMARRON MUNICIPAL SCHOOLS - TRANSPORTATION REIMB	\$0.00	\$275.25	\$275.25
363035837	05/20/2021	MORENO VALLEY HIGH SCHOOL - LEASE & ADMIN CONTRACT	\$0.00	\$25,500.00	\$25,500.00
363035838	05/20/2021	HIGH PLAINS REGIONAL ED COOP - APRIL MEDICAID	\$0.00	\$1,064.35	\$1,064.35
363035839	05/20/2021	CES - REFUND ON DUPLICATE INVOICE	\$0.00	\$936.65	\$936.65
363035840	05/21/2021	NMPED - 24109 - IDEA B PRESCHOOL	\$0.00	\$1,887.38	\$1,887.38
363035841	05/20/2021	ENEMS - CAFETERIA	\$7.00	\$0.00	\$7.00
363035842	05/25/2021	COLFAX COUNTY TREASURER - APRIL 2021 DISTRIBUTION	\$0.00	\$117,655.72	\$117,655.72
363035843	05/25/2021	USDA - APRIL 2021 - SSO	\$0.00	\$42,433.62	\$42,433.62
363035844	05/25/2021	NMPED - 24101 - TITLE I ESEA	\$0.00	\$10,876.49	\$10,876.49
363035846	05/25/2021	CHS - GATE MONEY	\$1,225.00	\$0.00	\$1,225.00
363035847	05/25/2021	ENEMS - CAFETERIA	\$10.50	\$0.00	\$10.50
363035848	05/26/2021	ENEMS - CAFETERIA	\$14.00	\$0.00	\$14.00
363035854	05/27/2021	ENEMS - REPLACEMENT OF CHROMEBOOK SCREENS	\$13.00	\$120.00	\$133.00
363035855	05/27/2021	ENEMS - CAFETERIA	\$21.00	\$0.00	\$21.00
363035856	05/28/2021	ENEMS - CAFETERIA STARTING CASH	\$20.00	\$0.00	\$20.00
Total Deposits for Bank:		31	Total Amount:	\$1,492.50	\$694,878.87
Total Deposits:		39	Total Amount:	\$5,891.70	\$698,337.77

**End of Report**

# Cimarron Municipal Schools

Date: 5/1/2021 - 5/31/2021

## BOARD EXPENDITURE REPORT

Account Number	Description	Budget	Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Rem
11000.0000.00000.0000.000000.0000	UNDESIGNATED	\$5,058,777.00	\$23,165.00	\$5,081,942.00	\$402,310.03	\$3,621,559.85	\$1,460,382.15	\$752,708.21	\$707,673.94	13.93%
	<b>FUND: OPERATIONAL - 11000</b>	<b>\$5,058,777.00</b>	<b>\$23,165.00</b>	<b>\$5,081,942.00</b>	<b>\$402,310.03</b>	<b>\$3,621,559.85</b>	<b>\$1,460,382.15</b>	<b>\$752,708.21</b>	<b>\$707,673.94</b>	<b>13.93%</b>
13000.0000.00000.0000.000000.0000	UNDESIGNATED	\$426,913.00	(\$22,339.00)	\$404,574.00	\$43,681.24	\$323,452.70	\$81,121.30	\$77,626.63	\$3,494.67	0.86%
	<b>FUND: PUPIL TRANSPORTATION - 13000</b>	<b>\$426,913.00</b>	<b>(\$22,339.00)</b>	<b>\$404,574.00</b>	<b>\$43,681.24</b>	<b>\$323,452.70</b>	<b>\$81,121.30</b>	<b>\$77,626.63</b>	<b>\$3,494.67</b>	<b>0.86%</b>
14000.0000.00000.0000.000000.0000	UNDESIGNATED	\$0.00	\$34,141.00	\$34,141.00	\$0.00	\$0.00	\$34,141.00	\$30.25	\$34,110.75	99.91%
	<b>FUND: INSTRUCTIONAL MATERIALS - 14000</b>	<b>\$0.00</b>	<b>\$34,141.00</b>	<b>\$34,141.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,141.00</b>	<b>\$30.25</b>	<b>\$34,110.75</b>	<b>99.91%</b>
21000.0000.00000.0000.000000.0000	UNDESIGNATED	\$253,607.00	\$50,399.00	\$304,006.00	\$32,213.33	\$317,453.04	(\$13,447.04)	\$41,775.95	(\$55,222.99)	-18.17%
	<b>FUND: FOOD SERVICES - 21000</b>	<b>\$253,607.00</b>	<b>\$50,399.00</b>	<b>\$304,006.00</b>	<b>\$32,213.33</b>	<b>\$317,453.04</b>	<b>(\$13,447.04)</b>	<b>\$41,775.95</b>	<b>(\$55,222.99)</b>	<b>-18.17%</b>
22000.0000.00000.0000.000000.0000	UNDESIGNATED	\$38,217.00	\$1,170.00	\$39,387.00	\$0.00	\$7,853.42	\$31,533.58	\$0.00	\$31,533.58	80.06%
	<b>FUND: ATHLETICS - 22000</b>	<b>\$38,217.00</b>	<b>\$1,170.00</b>	<b>\$39,387.00</b>	<b>\$0.00</b>	<b>\$7,853.42</b>	<b>\$31,533.58</b>	<b>\$0.00</b>	<b>\$31,533.58</b>	<b>80.06%</b>
24101.0000.00000.0000.000000.0000	UNDESIGNATED	\$109,989.00	\$10,661.00	\$120,650.00	\$10,867.44	\$93,059.65	\$27,590.35	\$25,051.97	\$2,538.38	2.10%
	<b>FUND: TITLE I - IASA - 24101</b>	<b>\$109,989.00</b>	<b>\$10,661.00</b>	<b>\$120,650.00</b>	<b>\$10,867.44</b>	<b>\$93,059.65</b>	<b>\$27,590.35</b>	<b>\$25,051.97</b>	<b>\$2,538.38</b>	<b>2.10%</b>
24106.0000.00000.0000.000000.0000	UNDESIGNATED	\$122,987.00	\$32,575.00	\$155,562.00	\$23,812.48	\$126,814.11	\$28,747.89	\$28,154.68	\$593.21	0.38%
	<b>FUND: ENTITLEMENT IDEA-B - 24106</b>	<b>\$122,987.00</b>	<b>\$32,575.00</b>	<b>\$155,562.00</b>	<b>\$23,812.48</b>	<b>\$126,814.11</b>	<b>\$28,747.89</b>	<b>\$28,154.68</b>	<b>\$593.21</b>	<b>0.38%</b>
24109.0000.00000.0000.000000.0000	UNDESIGNATED	\$12,217.00	\$5,323.00	\$17,540.00	\$1,889.10	\$12,492.22	\$5,047.78	\$4,714.44	\$333.34	1.90%
	<b>FUND: PRESCHOOL IDEA-B - 24109</b>	<b>\$12,217.00</b>	<b>\$5,323.00</b>	<b>\$17,540.00</b>	<b>\$1,889.10</b>	<b>\$12,492.22</b>	<b>\$5,047.78</b>	<b>\$4,714.44</b>	<b>\$333.34</b>	<b>1.90%</b>
24146.0000.00000.0000.000000.0000	UNDESIGNATED	\$0.00	\$67,700.00	\$67,700.00	\$51,891.50	\$51,891.50	\$15,808.50	\$0.00	\$15,808.50	23.35%
	<b>FUND: CHARTER SCHOOLS - 24146</b>	<b>\$0.00</b>	<b>\$67,700.00</b>	<b>\$67,700.00</b>	<b>\$51,891.50</b>	<b>\$51,891.50</b>	<b>\$15,808.50</b>	<b>\$0.00</b>	<b>\$15,808.50</b>	<b>23.35%</b>
24154.0000.00000.0000.000000.0000	UNDESIGNATED	\$30,680.00	\$905.00	\$31,585.00	\$4,547.34	\$16,117.13	\$15,467.87	\$10,513.82	\$4,954.05	15.68%
	<b>FUND: TEACHER/PRINCIPAL TRAINING &amp; RECRUITING - 24154</b>	<b>\$30,680.00</b>	<b>\$905.00</b>	<b>\$31,585.00</b>	<b>\$4,547.34</b>	<b>\$16,117.13</b>	<b>\$15,467.87</b>	<b>\$10,513.82</b>	<b>\$4,954.05</b>	<b>15.68%</b>
24189.0000.00000.0000.000000.0000	UNDESIGNATED	\$10,000.00	\$20,000.00	\$30,000.00	\$1,983.72	\$23,538.40	\$6,461.60	\$3,992.55	\$2,469.05	8.23%
	<b>FUND: TITLE IV - 24189</b>	<b>\$10,000.00</b>	<b>\$20,000.00</b>	<b>\$30,000.00</b>	<b>\$1,983.72</b>	<b>\$23,538.40</b>	<b>\$6,461.60</b>	<b>\$3,992.55</b>	<b>\$2,469.05</b>	<b>8.23%</b>
24301.0000.00000.0000.000000.0000	UNDESIGNATED	\$91,155.00	\$0.00	\$91,155.00	\$3,505.32	\$77,362.95	\$13,792.05	\$8,760.51	\$5,031.54	5.52%
	<b>FUND: CARES ACT - 24301</b>	<b>\$91,155.00</b>	<b>\$0.00</b>	<b>\$91,155.00</b>	<b>\$3,505.32</b>	<b>\$77,362.95</b>	<b>\$13,792.05</b>	<b>\$8,760.51</b>	<b>\$5,031.54</b>	<b>5.52%</b>
24305.0000.00000.0000.000000.0000	UNDESIGNATED	\$0.00	\$30,271.00	\$30,271.00	\$335.00	\$6,134.11	\$24,136.89	\$19,660.00	\$4,476.89	14.79%
	<b>FUND: GEERF - 24305</b>	<b>\$0.00</b>	<b>\$30,271.00</b>	<b>\$30,271.00</b>	<b>\$335.00</b>	<b>\$6,134.11</b>	<b>\$24,136.89</b>	<b>\$19,660.00</b>	<b>\$4,476.89</b>	<b>14.79%</b>
24306.0000.00000.0000.000000.0000	UNDESIGNATED	\$0.00	\$9,676.00	\$9,676.00	\$0.00	\$0.00	\$9,676.00	\$0.00	\$9,676.00	100.00%
	<b>FUND: CARES/GEER - HEPA FILTERS - 24306</b>	<b>\$0.00</b>	<b>\$9,676.00</b>	<b>\$9,676.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,676.00</b>	<b>\$0.00</b>	<b>\$9,676.00</b>	<b>100.00%</b>
25153.0000.00000.0000.000000.0000	UNDESIGNATED	\$30,000.00	\$0.00	\$30,000.00	\$643.36	\$18,368.78	\$11,631.22	\$1,605.33	\$10,025.89	33.42%
	<b>FUND: TITLE XIX MEDICAID 3/21 YEARS - 25153</b>	<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$643.36</b>	<b>\$18,368.78</b>	<b>\$11,631.22</b>	<b>\$1,605.33</b>	<b>\$10,025.89</b>	<b>33.42%</b>
25233.0000.00000.0000.000000.0000	UNDESIGNATED	\$10,850.00	\$30,895.00	\$41,745.00	\$246.95	\$7,263.70	\$34,481.30	\$4,743.33	\$29,737.97	71.24%
	<b>FUND: RURAL EDUCATION ACHIEVEMENT PROGRAM - 25233</b>	<b>\$10,850.00</b>	<b>\$30,895.00</b>	<b>\$41,745.00</b>	<b>\$246.95</b>	<b>\$7,263.70</b>	<b>\$34,481.30</b>	<b>\$4,743.33</b>	<b>\$29,737.97</b>	<b>71.24%</b>
26156.0000.00000.0000.000000.0000	UNDESIGNATED	\$22,154.00	\$11,202.00	\$33,356.00	\$5,552.12	\$14,954.08	\$18,401.92	\$0.00	\$18,401.92	55.17%
	<b>FUND: TURNER FOUNDATION - 26156</b>	<b>\$22,154.00</b>	<b>\$11,202.00</b>	<b>\$33,356.00</b>	<b>\$5,552.12</b>	<b>\$14,954.08</b>	<b>\$18,401.92</b>	<b>\$0.00</b>	<b>\$18,401.92</b>	<b>55.17%</b>
27107.0000.00000.0000.000000.0000	UNDESIGNATED	\$12,519.00	\$25.00	\$12,544.00	\$0.00	\$0.00	\$12,544.00	\$4,378.42	\$8,165.58	65.10%
	<b>FUND: 2012 GO BOND - 27107</b>	<b>\$12,519.00</b>	<b>\$25.00</b>	<b>\$12,544.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,544.00</b>	<b>\$4,378.42</b>	<b>\$8,165.58</b>	<b>65.10%</b>
27127.0000.00000.0000.000000.0000	UNDESIGNATED	\$78,343.00	\$0.00	\$78,343.00	\$4,000.00	\$10,305.71	\$68,037.29	\$18,479.36	\$49,557.93	63.26%
	<b>FUND: COMMUNITY SCHOOLS IMPLEMENTATION - 27127</b>	<b>\$78,343.00</b>	<b>\$0.00</b>	<b>\$78,343.00</b>	<b>\$4,000.00</b>	<b>\$10,305.71</b>	<b>\$68,037.29</b>	<b>\$18,479.36</b>	<b>\$49,557.93</b>	<b>63.26%</b>

Account Number	Description	Budget	Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Rem
27130.0000.00000.0000.000000.0000	UNDESIGNATED	\$662.00	(\$121.00)	\$541.00	\$0.00	\$0.00	\$541.00	\$294.00	\$247.00	45.66%
	<b>FUND: FEMININE HYGIENE PRODUCTS - 27130</b>	<b>\$662.00</b>	<b>(\$121.00)</b>	<b>\$541.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$541.00</b>	<b>\$294.00</b>	<b>\$247.00</b>	<b>45.66%</b>
27149.0000.00000.0000.000000.0000	UNDESIGNATED	\$140,000.00	\$9,666.00	\$149,666.00	\$11,485.90	\$110,978.95	\$38,687.05	\$40,617.50	(\$1,930.45)	-1.29%
	<b>FUND: PREK INITIATIVE - 27149</b>	<b>\$140,000.00</b>	<b>\$9,666.00</b>	<b>\$149,666.00</b>	<b>\$11,485.90</b>	<b>\$110,978.95</b>	<b>\$38,687.05</b>	<b>\$40,617.50</b>	<b>(\$1,930.45)</b>	<b>-1.29%</b>
27201.0000.00000.0000.000000.0000	UNDESIGNATED	\$0.00	\$1,902.00	\$1,902.00	\$0.00	\$0.00	\$1,902.00	\$0.00	\$1,902.00	100.00%
	<b>FUND: SCHOOL LUNCH CO-PAY LAWS OF 2020 - 27201</b>	<b>\$0.00</b>	<b>\$1,902.00</b>	<b>\$1,902.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,902.00</b>	<b>\$0.00</b>	<b>\$1,902.00</b>	<b>100.00%</b>
29102.0000.00000.0000.000000.0000	UNDESIGNATED	\$153,300.00	\$4,591.00	\$157,891.00	\$592.22	\$6,927.76	\$150,963.24	\$709.51	\$150,253.73	95.16%
	<b>FUND: PRIVATE DIR GRANTS (CATEGORICAL) - 29102</b>	<b>\$153,300.00</b>	<b>\$4,591.00</b>	<b>\$157,891.00</b>	<b>\$592.22</b>	<b>\$6,927.76</b>	<b>\$150,963.24</b>	<b>\$709.51</b>	<b>\$150,253.73</b>	<b>95.16%</b>
31100.0000.00000.0000.000000.0000	UNDESIGNATED	\$0.00	\$3,752,880.00	\$3,752,880.00	\$4,873.49	\$884,578.04	\$2,868,301.96	\$105,410.45	\$2,762,891.51	73.62%
	<b>FUND: BOND BUILDING - 31100</b>	<b>\$0.00</b>	<b>\$3,752,880.00</b>	<b>\$3,752,880.00</b>	<b>\$4,873.49</b>	<b>\$884,578.04</b>	<b>\$2,868,301.96</b>	<b>\$105,410.45</b>	<b>\$2,762,891.51</b>	<b>73.62%</b>
31600.0000.00000.0000.000000.0000	UNDESIGNATED	\$6,570.00	\$799.00	\$7,369.00	\$0.00	\$0.97	\$7,368.03	\$0.00	\$7,368.03	99.99%
	<b>FUND: HB 33 - 31600</b>	<b>\$6,570.00</b>	<b>\$799.00</b>	<b>\$7,369.00</b>	<b>\$0.00</b>	<b>\$0.97</b>	<b>\$7,368.03</b>	<b>\$0.00</b>	<b>\$7,368.03</b>	<b>99.99%</b>
31701.0000.00000.0000.000000.0000	UNDESIGNATED	\$1,553,051.00	\$362,225.00	\$1,915,276.00	\$130,711.92	\$508,230.80	\$1,407,045.20	\$216,060.31	\$1,190,984.89	62.18%
	<b>FUND: CAPITAL IMPROVEMENTS SB-9 - 31701</b>	<b>\$1,553,051.00</b>	<b>\$362,225.00</b>	<b>\$1,915,276.00</b>	<b>\$130,711.92</b>	<b>\$508,230.80</b>	<b>\$1,407,045.20</b>	<b>\$216,060.31</b>	<b>\$1,190,984.89</b>	<b>62.18%</b>
31703.0000.00000.0000.000000.0000	UNDESIGNATED	\$12,973.00	\$0.00	\$12,973.00	\$0.00	\$0.00	\$12,973.00	\$0.00	\$12,973.00	100.00%
	<b>FUND: SB-9 STATE MATCH - 31703</b>	<b>\$12,973.00</b>	<b>\$0.00</b>	<b>\$12,973.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,973.00</b>	<b>\$0.00</b>	<b>\$12,973.00</b>	<b>100.00%</b>
31900.0000.00000.0000.000000.0000	UNDESIGNATED	\$562,666.00	\$229,542.00	\$792,208.00	\$10,031.85	\$357,455.87	\$434,752.13	\$67,675.44	\$367,076.69	46.34%
	<b>FUND: ED. TECHNOLOGY EQUIPMENT ACT - 31900</b>	<b>\$562,666.00</b>	<b>\$229,542.00</b>	<b>\$792,208.00</b>	<b>\$10,031.85</b>	<b>\$357,455.87</b>	<b>\$434,752.13</b>	<b>\$67,675.44</b>	<b>\$367,076.69</b>	<b>46.34%</b>
41000.0000.00000.0000.000000.0000	UNDESIGNATED	\$1,045,558.00	\$0.00	\$1,045,558.00	\$454.79	\$516,852.30	\$528,705.70	\$0.00	\$528,705.70	50.57%
	<b>FUND: DEBT SERVICES - 41000</b>	<b>\$1,045,558.00</b>	<b>\$0.00</b>	<b>\$1,045,558.00</b>	<b>\$454.79</b>	<b>\$516,852.30</b>	<b>\$528,705.70</b>	<b>\$0.00</b>	<b>\$528,705.70</b>	<b>50.57%</b>
43000.0000.00000.0000.000000.0000	UNDESIGNATED	\$1,085,442.00	\$0.00	\$1,085,442.00	\$153.31	\$504,127.76	\$581,314.24	\$0.00	\$581,314.24	53.56%
	<b>FUND: TOTAL ED. TECH. DEBT SERVICE SUBFUND - 43000</b>	<b>\$1,085,442.00</b>	<b>\$0.00</b>	<b>\$1,085,442.00</b>	<b>\$153.31</b>	<b>\$504,127.76</b>	<b>\$581,314.24</b>	<b>\$0.00</b>	<b>\$581,314.24</b>	<b>53.56%</b>
<b>Grand Total:</b>		<b>\$10,868,630.00</b>	<b>\$4,667,253.00</b>	<b>\$15,535,883.00</b>	<b>\$745,782.41</b>	<b>\$7,617,773.80</b>	<b>\$7,918,109.20</b>	<b>\$1,432,962.66</b>	<b>\$6,485,146.54</b>	<b>41.74%</b>

**End of Report**

# Cimarron Municipal Schools

Date: 5/1/2021 - 5/31/2021

## REVENUE REPORT

Account Number	Description	Budget	Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Rem
11000.0000.41110.0000.000000.0000	AD VALOREM TAXES - SCHOOL DISTRICT	(\$164,919.00)	\$0.00	(\$164,919.00)	(\$10,400.71)	(\$143,839.90)	(\$21,079.10)	\$0.00	(\$21,079.10)	12.78%
11000.0000.41113.0000.000000.0000	OIL AND GAS TAXES	(\$11,667.00)	\$0.00	(\$11,667.00)	(\$626.39)	(\$6,538.66)	(\$5,128.34)	\$0.00	(\$5,128.34)	43.96%
11000.0000.41500.0000.000000.0000	INTEREST INCOME	(\$22,000.00)	\$0.00	(\$22,000.00)	\$0.00	(\$5,648.32)	(\$16,351.68)	\$0.00	(\$16,351.68)	74.33%
11000.0000.41910.0000.000000.0000	RENTALS	(\$60,100.00)	\$0.00	(\$60,100.00)	(\$14,709.17)	(\$62,050.87)	\$1,950.87	\$0.00	\$1,950.87	-3.25%
11000.0000.41923.0000.000000.0000	ADMINISTRATION - CATEGORICAL	(\$43,000.00)	\$0.00	(\$43,000.00)	(\$11,250.00)	(\$45,000.00)	\$2,000.00	\$0.00	\$2,000.00	-4.65%
11000.0000.43101.0000.000000.0000	STATE EQUALIZATION GUARANTEE	(\$4,508,911.00)	\$45,746.00	(\$4,463,165.00)	(\$371,050.00)	(\$4,086,851.00)	(\$376,314.00)	\$0.00	(\$376,314.00)	8.43%
11000.0000.43120.0000.000000.0000	CHARTER SCHOOL ADMIN REVENUE	(\$19,187.00)	\$0.00	(\$19,187.00)	(\$1,420.54)	(\$16,681.00)	(\$2,506.00)	\$0.00	(\$2,506.00)	13.06%
11000.0000.44204.0000.000000.0000	FOREST RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	(\$7,018.44)	\$7,018.44	\$0.00	\$7,018.44	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$4,829,784.00)	\$45,746.00	(\$4,784,038.00)	(\$409,456.81)	(\$4,373,628.19)	(\$410,409.81)	\$0.00	(\$410,409.81)	8.58%
	<b>FUND: OPERATIONAL - 11000</b>	<b>(\$4,829,784.00)</b>	<b>\$45,746.00</b>	<b>(\$4,784,038.00)</b>	<b>(\$409,456.81)</b>	<b>(\$4,373,628.19)</b>	<b>(\$410,409.81)</b>	<b>\$0.00</b>	<b>(\$410,409.81)</b>	<b>8.58%</b>
13000.0000.43206.0000.000000.0000	TRANSPORTATION DISTRIBUTION	(\$426,913.00)	\$22,339.00	(\$404,574.00)	\$0.00	(\$367,790.00)	(\$36,784.00)	\$0.00	(\$36,784.00)	9.09%
13000.0000.45303.0000.000000.0000	SALE OF REAL PROPERTY >25000	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,000.00)	\$2,000.00	\$0.00	\$2,000.00	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$426,913.00)	\$22,339.00	(\$404,574.00)	\$0.00	(\$369,790.00)	(\$34,784.00)	\$0.00	(\$34,784.00)	8.60%
	<b>FUND: PUPIL TRANSPORTATION - 13000</b>	<b>(\$426,913.00)</b>	<b>\$22,339.00</b>	<b>(\$404,574.00)</b>	<b>\$0.00</b>	<b>(\$369,790.00)</b>	<b>(\$34,784.00)</b>	<b>\$0.00</b>	<b>(\$34,784.00)</b>	<b>8.60%</b>
21000.0000.41603.0000.000000.0000	FEES-ADULTS/FOOD SERVICES	(\$4,300.00)	\$0.00	(\$4,300.00)	(\$262.50)	(\$1,553.00)	(\$2,747.00)	\$0.00	(\$2,747.00)	63.88%
21000.0000.41604.0000.000000.0000	FEES-STUDENTS/FOOD SERVICES	(\$25,000.00)	\$0.00	(\$25,000.00)	\$0.00	(\$2,290.00)	(\$22,710.00)	\$0.00	(\$22,710.00)	90.84%
21000.0000.41920.0000.000000.0000	CONTRIBUTIONS AND DONATIONS FROM PRIVATE	\$0.00	(\$2,500.00)	(\$2,500.00)	\$0.00	\$0.00	(\$2,500.00)	\$0.00	(\$2,500.00)	100.00%
21000.0000.43215.0000.000000.0000	INTER GOVERNMENTAL CONTRACT REVENUE	(\$1,900.00)	\$0.00	(\$1,900.00)	\$0.00	\$0.00	(\$1,900.00)	\$0.00	(\$1,900.00)	100.00%
21000.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	(\$214,896.00)	\$0.00	(\$214,896.00)	(\$42,433.62)	(\$311,537.61)	\$96,641.61	\$0.00	\$96,641.61	-44.97%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$246,096.00)	(\$2,500.00)	(\$248,596.00)	(\$42,696.12)	(\$315,380.61)	\$66,784.61	\$0.00	\$66,784.61	-26.86%
	<b>FUND: FOOD SERVICES - 21000</b>	<b>(\$246,096.00)</b>	<b>(\$2,500.00)</b>	<b>(\$248,596.00)</b>	<b>(\$42,696.12)</b>	<b>(\$315,380.61)</b>	<b>\$66,784.61</b>	<b>\$0.00</b>	<b>\$66,784.61</b>	<b>-26.86%</b>
22000.0000.41701.0000.000000.0000	FEES - ACTIVITIES	(\$10,000.00)	\$0.00	(\$10,000.00)	(\$1,225.00)	(\$2,879.00)	(\$7,121.00)	\$0.00	(\$7,121.00)	71.21%
22000.0000.41920.0000.000000.0000	CONTRIBUTIONS AND DONATIONS FROM PRIVATE	\$0.00	(\$1,915.00)	(\$1,915.00)	\$0.00	(\$1,915.00)	\$0.00	\$0.00	\$0.00	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$10,000.00)	(\$1,915.00)	(\$11,915.00)	(\$1,225.00)	(\$4,794.00)	(\$7,121.00)	\$0.00	(\$7,121.00)	59.77%
	<b>FUND: ATHLETICS - 22000</b>	<b>(\$10,000.00)</b>	<b>(\$1,915.00)</b>	<b>(\$11,915.00)</b>	<b>(\$1,225.00)</b>	<b>(\$4,794.00)</b>	<b>(\$7,121.00)</b>	<b>\$0.00</b>	<b>(\$7,121.00)</b>	<b>59.77%</b>
24101.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	(\$109,989.00)	(\$10,661.00)	(\$120,650.00)	(\$10,876.49)	(\$144,640.83)	\$23,990.83	\$0.00	\$23,990.83	-19.88%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$109,989.00)	(\$10,661.00)	(\$120,650.00)	(\$10,876.49)	(\$144,640.83)	\$23,990.83	\$0.00	\$23,990.83	-19.88%
	<b>FUND: TITLE I - IASA - 24101</b>	<b>(\$109,989.00)</b>	<b>(\$10,661.00)</b>	<b>(\$120,650.00)</b>	<b>(\$10,876.49)</b>	<b>(\$144,640.83)</b>	<b>\$23,990.83</b>	<b>\$0.00</b>	<b>\$23,990.83</b>	<b>-19.88%</b>
24106.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	(\$122,987.00)	(\$32,575.00)	(\$155,562.00)	\$0.00	(\$105,575.04)	(\$49,986.96)	\$0.00	(\$49,986.96)	32.13%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$122,987.00)	(\$32,575.00)	(\$155,562.00)	\$0.00	(\$105,575.04)	(\$49,986.96)	\$0.00	(\$49,986.96)	32.13%
	<b>FUND: ENTITLEMENT IDEA-B - 24106</b>	<b>(\$122,987.00)</b>	<b>(\$32,575.00)</b>	<b>(\$155,562.00)</b>	<b>\$0.00</b>	<b>(\$105,575.04)</b>	<b>(\$49,986.96)</b>	<b>\$0.00</b>	<b>(\$49,986.96)</b>	<b>32.13%</b>
24109.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	(\$12,217.00)	(\$5,323.00)	(\$17,540.00)	(\$1,887.38)	(\$10,603.12)	(\$6,936.88)	\$0.00	(\$6,936.88)	39.55%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$12,217.00)	(\$5,323.00)	(\$17,540.00)	(\$1,887.38)	(\$10,603.12)	(\$6,936.88)	\$0.00	(\$6,936.88)	39.55%
	<b>FUND: PRESCHOOL IDEA-B - 24109</b>	<b>(\$12,217.00)</b>	<b>(\$5,323.00)</b>	<b>(\$17,540.00)</b>	<b>(\$1,887.38)</b>	<b>(\$10,603.12)</b>	<b>(\$6,936.88)</b>	<b>\$0.00</b>	<b>(\$6,936.88)</b>	<b>39.55%</b>
24132.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,536.72)	\$6,536.72	\$0.00	\$6,536.72	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,536.72)	\$6,536.72	\$0.00	\$6,536.72	0.00%
	<b>FUND: IDEA-B RESULTS PLAN - 24132</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$6,536.72)</b>	<b>\$6,536.72</b>	<b>\$0.00</b>	<b>\$6,536.72</b>	<b>0.00%</b>

Account Number	Description	Budget	Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Rem
24146.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	\$0.00	(\$67,700.00)	(\$67,700.00)	(\$38,834.44)	(\$38,834.44)	(\$28,865.56)	\$0.00	(\$28,865.56)	42.64%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	(\$67,700.00)	(\$67,700.00)	(\$38,834.44)	(\$38,834.44)	(\$28,865.56)	\$0.00	(\$28,865.56)	42.64%
	<b>FUND: CHARTER SCHOOLS - 24146</b>	<b>\$0.00</b>	<b>(\$67,700.00)</b>	<b>(\$67,700.00)</b>	<b>(\$38,834.44)</b>	<b>(\$38,834.44)</b>	<b>(\$28,865.56)</b>	<b>\$0.00</b>	<b>(\$28,865.56)</b>	<b>42.64%</b>
24154.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	(\$16,033.00)	(\$905.00)	(\$16,938.00)	(\$1,253.44)	(\$9,574.60)	(\$7,363.40)	\$0.00	(\$7,363.40)	43.47%
24154.0000.44504.0000.000000.0000	FEDERAL FLOWTHROUGH PRIOR YEAR	(\$14,647.00)	\$0.00	(\$14,647.00)	\$0.00	\$0.00	(\$14,647.00)	\$0.00	(\$14,647.00)	100.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$30,680.00)	(\$905.00)	(\$31,585.00)	(\$1,253.44)	(\$9,574.60)	(\$22,010.40)	\$0.00	(\$22,010.40)	69.69%
	<b>FUND: TEACHER/PRINCIPAL TRAINING &amp; RECRUITING - 24154</b>	<b>(\$30,680.00)</b>	<b>(\$905.00)</b>	<b>(\$31,585.00)</b>	<b>(\$1,253.44)</b>	<b>(\$9,574.60)</b>	<b>(\$22,010.40)</b>	<b>\$0.00</b>	<b>(\$22,010.40)</b>	<b>69.69%</b>
24189.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	(\$10,000.00)	(\$20,000.00)	(\$30,000.00)	\$0.00	\$0.00	(\$30,000.00)	\$0.00	(\$30,000.00)	100.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$10,000.00)	(\$20,000.00)	(\$30,000.00)	\$0.00	\$0.00	(\$30,000.00)	\$0.00	(\$30,000.00)	100.00%
	<b>FUND: TITLE IV - 24189</b>	<b>(\$10,000.00)</b>	<b>(\$20,000.00)</b>	<b>(\$30,000.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$30,000.00)</b>	<b>\$0.00</b>	<b>(\$30,000.00)</b>	<b>100.00%</b>
24301.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	(\$91,155.00)	\$0.00	(\$91,155.00)	\$0.00	(\$64,045.79)	(\$27,109.21)	\$0.00	(\$27,109.21)	29.74%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$91,155.00)	\$0.00	(\$91,155.00)	\$0.00	(\$64,045.79)	(\$27,109.21)	\$0.00	(\$27,109.21)	29.74%
	<b>FUND: CARES ACT - 24301</b>	<b>(\$91,155.00)</b>	<b>\$0.00</b>	<b>(\$91,155.00)</b>	<b>\$0.00</b>	<b>(\$64,045.79)</b>	<b>(\$27,109.21)</b>	<b>\$0.00</b>	<b>(\$27,109.21)</b>	<b>29.74%</b>
24305.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	\$0.00	(\$30,271.00)	(\$30,271.00)	(\$4,874.11)	(\$4,874.11)	(\$25,396.89)	\$0.00	(\$25,396.89)	83.90%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	(\$30,271.00)	(\$30,271.00)	(\$4,874.11)	(\$4,874.11)	(\$25,396.89)	\$0.00	(\$25,396.89)	83.90%
	<b>FUND: GEERF - 24305</b>	<b>\$0.00</b>	<b>(\$30,271.00)</b>	<b>(\$30,271.00)</b>	<b>(\$4,874.11)</b>	<b>(\$4,874.11)</b>	<b>(\$25,396.89)</b>	<b>\$0.00</b>	<b>(\$25,396.89)</b>	<b>83.90%</b>
24306.0000.44500.0000.000000.0000	RESTRICTED GRANTS-IN-AID FROM THE FEDERAL	\$0.00	(\$9,676.00)	(\$9,676.00)	\$0.00	\$0.00	(\$9,676.00)	\$0.00	(\$9,676.00)	100.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	(\$9,676.00)	(\$9,676.00)	\$0.00	\$0.00	(\$9,676.00)	\$0.00	(\$9,676.00)	100.00%
	<b>FUND: CARES/GEER - HEPA FILTERS - 24306</b>	<b>\$0.00</b>	<b>(\$9,676.00)</b>	<b>(\$9,676.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$9,676.00)</b>	<b>\$0.00</b>	<b>(\$9,676.00)</b>	<b>100.00%</b>
25153.0000.43214.0000.000000.0000	INTER GOV CONTRACTS	(\$30,000.00)	\$0.00	(\$30,000.00)	(\$1,064.35)	(\$21,327.24)	(\$8,672.76)	\$0.00	(\$8,672.76)	28.91%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$30,000.00)	\$0.00	(\$30,000.00)	(\$1,064.35)	(\$21,327.24)	(\$8,672.76)	\$0.00	(\$8,672.76)	28.91%
	<b>FUND: TITLE XIX MEDICAID 3/21 YEARS - 25153</b>	<b>(\$30,000.00)</b>	<b>\$0.00</b>	<b>(\$30,000.00)</b>	<b>(\$1,064.35)</b>	<b>(\$21,327.24)</b>	<b>(\$8,672.76)</b>	<b>\$0.00</b>	<b>(\$8,672.76)</b>	<b>28.91%</b>
25233.0000.44301.0000.000000.0000	OTHER RESTRICTED GRANTS-FED DIRECT	\$0.00	(\$30,895.00)	(\$30,895.00)	(\$1,234.04)	(\$7,016.75)	(\$23,878.25)	\$0.00	(\$23,878.25)	77.29%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	(\$30,895.00)	(\$30,895.00)	(\$1,234.04)	(\$7,016.75)	(\$23,878.25)	\$0.00	(\$23,878.25)	77.29%
	<b>FUND: RURAL EDUCATION ACHIEVEMENT PROGRAM - 25233</b>	<b>\$0.00</b>	<b>(\$30,895.00)</b>	<b>(\$30,895.00)</b>	<b>(\$1,234.04)</b>	<b>(\$7,016.75)</b>	<b>(\$23,878.25)</b>	<b>\$0.00</b>	<b>(\$23,878.25)</b>	<b>77.29%</b>
26156.0000.41921.0000.000000.0000	INSTUCTIONAL - CATEGORICAL	\$0.00	(\$13,100.00)	(\$13,100.00)	\$0.00	(\$13,100.00)	\$0.00	\$0.00	\$0.00	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	(\$13,100.00)	(\$13,100.00)	\$0.00	(\$13,100.00)	\$0.00	\$0.00	\$0.00	0.00%
	<b>FUND: TURNER FOUNDATION - 26156</b>	<b>\$0.00</b>	<b>(\$13,100.00)</b>	<b>(\$13,100.00)</b>	<b>\$0.00</b>	<b>(\$13,100.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
27107.0000.43202.0000.000000.0000	STATE FLOWTHROUGH GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	(\$6,363.20)	\$6,363.20	\$0.00	\$6,363.20	0.00%
27107.0000.43204.0000.000000.0000	PRIOR YEAR BALANCES	(\$12,519.00)	(\$25.00)	(\$12,544.00)	\$0.00	\$0.00	(\$12,544.00)	\$0.00	(\$12,544.00)	100.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$12,519.00)	(\$25.00)	(\$12,544.00)	\$0.00	(\$6,363.20)	(\$6,180.80)	\$0.00	(\$6,180.80)	49.27%
	<b>FUND: 2012 GO BOND - 27107</b>	<b>(\$12,519.00)</b>	<b>(\$25.00)</b>	<b>(\$12,544.00)</b>	<b>\$0.00</b>	<b>(\$6,363.20)</b>	<b>(\$6,180.80)</b>	<b>\$0.00</b>	<b>(\$6,180.80)</b>	<b>49.27%</b>
27126.0000.43202.0000.000000.0000	STATE FLOWTHROUGH GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	(\$28,383.85)	\$28,383.85	\$0.00	\$28,383.85	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	\$0.00	\$0.00	\$0.00	(\$28,383.85)	\$28,383.85	\$0.00	\$28,383.85	0.00%
	<b>FUND: COMMUNITY SCHOOLS PLANNING - 27126</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$28,383.85)</b>	<b>\$28,383.85</b>	<b>\$0.00</b>	<b>\$28,383.85</b>	<b>0.00%</b>
27127.0000.43202.0000.000000.0000	STATE FLOWTHROUGH GRANTS	(\$150,000.00)	\$0.00	(\$150,000.00)	\$0.00	(\$10,911.12)	(\$139,088.88)	\$0.00	(\$139,088.88)	92.73%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$150,000.00)	\$0.00	(\$150,000.00)	\$0.00	(\$10,911.12)	(\$139,088.88)	\$0.00	(\$139,088.88)	92.73%
	<b>FUND: COMMUNITY SCHOOLS IMPLEMENTATION - 27127</b>	<b>(\$150,000.00)</b>	<b>\$0.00</b>	<b>(\$150,000.00)</b>	<b>\$0.00</b>	<b>(\$10,911.12)</b>	<b>(\$139,088.88)</b>	<b>\$0.00</b>	<b>(\$139,088.88)</b>	<b>92.73%</b>



Account Number	Description	Budget	Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Rem
27130.0000.43202.0000.000000.0000	STATE FLOWTHROUGH GRANTS	(\$662.00)	\$121.00	(\$541.00)	\$0.00	\$0.00	(\$541.00)	\$0.00	(\$541.00)	100.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$662.00)	\$121.00	(\$541.00)	\$0.00	\$0.00	(\$541.00)	\$0.00	(\$541.00)	100.00%
	<b>FUND: FEMININE HYGIENE PRODUCTS - 27130</b>	<b>(\$662.00)</b>	<b>\$121.00</b>	<b>(\$541.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$541.00)</b>	<b>\$0.00</b>	<b>(\$541.00)</b>	<b>100.00%</b>
27149.0000.43202.0000.000000.0000	STATE FLOWTHROUGH GRANTS	(\$140,000.00)	(\$9,666.00)	(\$149,666.00)	\$0.00	(\$88,007.25)	(\$61,658.75)	\$0.00	(\$61,658.75)	41.20%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$140,000.00)	(\$9,666.00)	(\$149,666.00)	\$0.00	(\$88,007.25)	(\$61,658.75)	\$0.00	(\$61,658.75)	41.20%
	<b>FUND: PREK INITIATIVE - 27149</b>	<b>(\$140,000.00)</b>	<b>(\$9,666.00)</b>	<b>(\$149,666.00)</b>	<b>\$0.00</b>	<b>(\$88,007.25)</b>	<b>(\$61,658.75)</b>	<b>\$0.00</b>	<b>(\$61,658.75)</b>	<b>41.20%</b>
27201.0000.43202.0000.000000.0000	STATE FLOWTHROUGH GRANTS	\$0.00	(\$1,902.00)	(\$1,902.00)	\$0.00	\$0.00	(\$1,902.00)	\$0.00	(\$1,902.00)	100.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	(\$1,902.00)	(\$1,902.00)	\$0.00	\$0.00	(\$1,902.00)	\$0.00	(\$1,902.00)	100.00%
	<b>FUND: SCHOOL LUNCH CO-PAY LAWS OF 2020 - 27201</b>	<b>\$0.00</b>	<b>(\$1,902.00)</b>	<b>(\$1,902.00)</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,902.00)</b>	<b>\$0.00</b>	<b>(\$1,902.00)</b>	<b>100.00%</b>
29102.0000.41920.0000.000000.0000	CONTRIBUTIONS AND DONATIONS FROM PRIVATE	\$0.00	(\$5,494.00)	(\$5,494.00)	\$0.00	(\$5,652.81)	\$158.81	\$0.00	\$158.81	-2.89%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	(\$5,494.00)	(\$5,494.00)	\$0.00	(\$5,652.81)	\$158.81	\$0.00	\$158.81	-2.89%
	<b>FUND: PRIVATE DIR GRANTS (CATEGORICAL) - 29102</b>	<b>\$0.00</b>	<b>(\$5,494.00)</b>	<b>(\$5,494.00)</b>	<b>\$0.00</b>	<b>(\$5,652.81)</b>	<b>\$158.81</b>	<b>\$0.00</b>	<b>\$158.81</b>	<b>-2.89%</b>
31100.0000.41500.0000.000000.0000	INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	(\$13,087.77)	\$13,087.77	\$0.00	\$13,087.77	0.00%
31100.0000.45110.0000.000000.0000	SALE OF BOND	\$0.00	\$0.00	\$0.00	(\$5,228.65)	(\$5,228.65)	\$5,228.65	\$0.00	\$5,228.65	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	\$0.00	\$0.00	(\$5,228.65)	(\$18,316.42)	\$18,316.42	\$0.00	\$18,316.42	0.00%
	<b>FUND: BOND BUILDING - 31100</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$5,228.65)</b>	<b>(\$18,316.42)</b>	<b>\$18,316.42</b>	<b>\$0.00</b>	<b>\$18,316.42</b>	<b>0.00%</b>
31600.0000.41110.0000.000000.0000	AD VALOREM TAXES - SCHOOL DISTRICT	\$0.00	\$0.00	\$0.00	\$0.00	(\$96.77)	\$96.77	\$0.00	\$96.77	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	\$0.00	\$0.00	\$0.00	\$0.00	(\$96.77)	\$96.77	\$0.00	\$96.77	0.00%
	<b>FUND: HB 33 - 31600</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$96.77)</b>	<b>\$96.77</b>	<b>\$0.00</b>	<b>\$96.77</b>	<b>0.00%</b>
31701.0000.41110.0000.000000.0000	AD VALOREM TAXES - SCHOOL DISTRICT	(\$824,203.00)	\$0.00	(\$824,203.00)	(\$41,316.14)	(\$605,475.95)	(\$218,727.05)	\$0.00	(\$218,727.05)	26.54%
31701.0000.41113.0000.000000.0000	OIL AND GAS TAXES	(\$46,669.00)	\$0.00	(\$46,669.00)	(\$2,505.55)	(\$26,154.63)	(\$20,514.37)	\$0.00	(\$20,514.37)	43.96%
31701.0000.41500.0000.000000.0000	INTEREST INCOME	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,423.39)	\$4,423.39	\$0.00	\$4,423.39	0.00%
31701.0000.41980.0000.000000.0000	REFUND OF PRIOR YEARS EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	(\$100.00)	\$100.00	\$0.00	\$100.00	0.00%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$870,872.00)	\$0.00	(\$870,872.00)	(\$43,821.69)	(\$636,153.97)	(\$234,718.03)	\$0.00	(\$234,718.03)	26.95%
	<b>FUND: CAPITAL IMPROVEMENTS SB-9 - 31701</b>	<b>(\$870,872.00)</b>	<b>\$0.00</b>	<b>(\$870,872.00)</b>	<b>(\$43,821.69)</b>	<b>(\$636,153.97)</b>	<b>(\$234,718.03)</b>	<b>\$0.00</b>	<b>(\$234,718.03)</b>	<b>26.95%</b>
31900.0000.41500.0000.000000.0000	INTEREST INCOME	(\$10,000.00)	\$0.00	(\$10,000.00)	\$0.00	(\$4,040.45)	(\$5,959.55)	\$0.00	(\$5,959.55)	59.60%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$10,000.00)	\$0.00	(\$10,000.00)	\$0.00	(\$4,040.45)	(\$5,959.55)	\$0.00	(\$5,959.55)	59.60%
	<b>FUND: ED. TECHNOLOGY EQUIPMENT ACT - 31900</b>	<b>(\$10,000.00)</b>	<b>\$0.00</b>	<b>(\$10,000.00)</b>	<b>\$0.00</b>	<b>(\$4,040.45)</b>	<b>(\$5,959.55)</b>	<b>\$0.00</b>	<b>(\$5,959.55)</b>	<b>59.60%</b>
41000.0000.41110.0000.000000.0000	AD VALOREM TAXES - SCHOOL DISTRICT	(\$483,995.00)	\$0.00	(\$483,995.00)	(\$45,478.92)	(\$649,917.42)	\$165,922.42	\$0.00	\$165,922.42	-34.28%
41000.0000.41113.0000.000000.0000	OIL AND GAS TAXES	(\$36,430.00)	\$0.00	(\$36,430.00)	(\$2,352.71)	(\$21,396.62)	(\$15,033.38)	\$0.00	(\$15,033.38)	41.27%
41000.0000.41500.0000.000000.0000	INTEREST INCOME	(\$900.00)	\$0.00	(\$900.00)	\$0.00	(\$1,744.12)	\$844.12	\$0.00	\$844.12	-93.79%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$521,325.00)	\$0.00	(\$521,325.00)	(\$47,831.63)	(\$673,058.16)	\$151,733.16	\$0.00	\$151,733.16	-29.11%
	<b>FUND: DEBT SERVICES - 41000</b>	<b>(\$521,325.00)</b>	<b>\$0.00</b>	<b>(\$521,325.00)</b>	<b>(\$47,831.63)</b>	<b>(\$673,058.16)</b>	<b>\$151,733.16</b>	<b>\$0.00</b>	<b>\$151,733.16</b>	<b>-29.11%</b>
43000.0000.41110.0000.000000.0000	AD VALOREM TAXES - SCHOOL DISTRICT	(\$451,064.00)	\$0.00	(\$451,064.00)	(\$15,331.37)	(\$240,625.45)	(\$210,438.55)	\$0.00	(\$210,438.55)	46.65%
43000.0000.41113.0000.000000.0000	OIL AND GAS TAXES	(\$50,118.00)	\$0.00	(\$50,118.00)	(\$769.20)	(\$11,180.59)	(\$38,937.41)	\$0.00	(\$38,937.41)	77.69%
43000.0000.41500.0000.000000.0000	INTEREST INCOME	(\$1,500.00)	\$0.00	(\$1,500.00)	\$0.00	(\$870.74)	(\$629.26)	\$0.00	(\$629.26)	41.95%
	FUNCTION: REVENUE/BALANCE SHEET - 0000	(\$502,682.00)	\$0.00	(\$502,682.00)	(\$16,100.57)	(\$252,676.78)	(\$250,005.22)	\$0.00	(\$250,005.22)	49.73%
	<b>FUND: TOTAL ED. TECH. DEBT SERVICE SUBFUND - 43000</b>	<b>(\$502,682.00)</b>	<b>\$0.00</b>	<b>(\$502,682.00)</b>	<b>(\$16,100.57)</b>	<b>(\$252,676.78)</b>	<b>(\$250,005.22)</b>	<b>\$0.00</b>	<b>(\$250,005.22)</b>	<b>49.73%</b>
<b>Grand Total:</b>		<b>(\$8,127,881.00)</b>	<b>(\$174,402.00)</b>	<b>(\$8,302,283.00)</b>	<b>(\$626,384.72)</b>	<b>(\$7,213,382.22)</b>	<b>(\$1,088,900.78)</b>	<b>\$0.00</b>	<b>(\$1,088,900.78)</b>	<b>13.12%</b>

**Cimarron Municipal Schools  
June 2021 Board Meeting  
Budget Adjustment Request(BAR) Approvals/Cash Transfers**

<u>TYPE OF BAR</u>	<u>BAR#</u>	<u>ACCOUNT</u>	<u>JUSTIFICATION</u>
MAINTENANCE	137	11000 - OPERATIONAL	MAINTENANCE
MAINTENANCE	138	11000 - OPERATIONAL	MAINTENANCE
MAINTENANCE	139	13000 - TRANSPORTATION	MAINTENANCE
MAINTENANCE	140	24101 - TITLE I	MAINTENANCE
TRANSFER	141	24101 - TITLE I	TRANSFER
MAINTENANCE	142	24101 - TITLE I	MAINTENANCE
MAINTENANCE	143	24106 - IDEA B	MAINTENANCE
MAINTENANCE	144	24106 - IDEA B	MAINTENANCE
MAINTENANCE	145	24154 - TITLE II	MAINTENANCE
MAINTENANCE	146	24189 - TITLE IV	MAINTENANCE
MAINTENANCE	147	27127 - COMMUNITY SCHOOLS	MAINTENANCE
TRANSFER	148	27127 - COMMUNITY SCHOOLS	TRANSFER
VOID	149	27149 - PRE-K	
MAINTENANCE	150	27149 - PRE-K	MAINTENANCE
MAINTENANCE	151	24301 - CARES	MAINTENANCE
INCREASE	152	24305 - GEER	INCREASE

**PLEASE SEE ATTACHED BARS FOR DETAILED INFORMATION**

**Bar Increases/Decreases:**

**\*\*\*REQUEST PERMISSION TO PROCESS BARS FOR 2020-2021  
CARRYOVER FUNDS OR ANY FUND UPON RECEIPT OF PED NOTIFICATION  
OR ANY BAR APPROVED BY SUPERINTENDENT**

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: 008-000-2021-0137-M

Fund Type: General Fund / Capital Outlay / Debt Service

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: Jul 1 2020 12:00AM	To: Jun 30 2021 12:00AM
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
11000 Operational	1000 Instruction	51300 Additional Compensation	4040 Extended Learning Time Programs	1411 Teachers-Grades 1-12	\$156,618	(\$3,100)	\$153,518	
11000 Operational	1000 Instruction	51300 Additional Compensation	4040 Extended Learning Time Programs	1622 Bus Drivers		\$1,000	\$1,000	
11000 Operational	1000 Instruction	51300 Additional Compensation	4040 Extended Learning Time Programs	1711 Instructional Assistants-Grades 1-12		\$1,800	\$1,800	
11000 Operational	1000 Instruction	51300 Additional Compensation	4040 Extended Learning Time Programs	1714 Instructional Assistants Preschool		\$300	\$300	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						\$0		

**Justification:**

Maintenance

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: 008-000-2021-0138-M  
 Fund Type: General Fund / Capital Outlay / Debt Service

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	
Budget Period: Jul 1 2020 12:00AM	To: Jun 30 2021 12:00AM
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
11000 Operational	2100 Support Services-Students	53214 Therapists - Contracted	2000 Special Programs	0000 No Job Class	\$34,906	(\$6,000)	\$28,906	
11000 Operational	2100 Support Services-Students	53213 Occupational Therapists - Contracted	2000 Special Programs	0000 No Job Class	\$48,750	\$6,000	\$54,750	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0139-M

Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
13000 Pupil Transportation	2700 Student Transportation	56212 Diesel Fuel	0000 No Program	0000 No Job Class	\$28,250	(\$3,668)	\$24,582	
13000 Pupil Transportation	2700 Student Transportation	51100 Salaries Expense	0000 No Program	1611 Substitutes-Sick Leave	\$4,000	\$52	\$4,052	
13000 Pupil Transportation	2700 Student Transportation	51100 Salaries Expense	0000 No Program	1612 Substitutes-Other Leave	\$12,100	\$2,736	\$14,836	
13000 Pupil Transportation	2700 Student Transportation	51300 Additional Compensation	0000 No Program	1622 Bus Drivers	\$1,101	\$74	\$1,175	
13000 Pupil Transportation	2700 Student Transportation	52210 FICA Payments	0000 No Program	0000 No Job Class	\$12,735	\$182	\$12,917	
13000 Pupil Transportation	2700 Student Transportation	52220 Medicare Payments	0000 No Program	0000 No Job Class	\$3,007	\$14	\$3,021	
13000 Pupil Transportation	2700 Student Transportation	54314 Maintenance & Repair - Buses	0000 No Program	0000 No Job Class	\$18,525	\$303	\$18,828	
13000 Pupil Transportation	2700 Student Transportation	54412 Natural Gas (Buildings)	0000 No Program	0000 No Job Class	\$2,300	\$57	\$2,357	
13000 Pupil Transportation	2700 Student Transportation	55813 Employee Travel - Non-Teachers	0000 No Program	0000 No Job Class	\$1,175	\$250	\$1,425	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0140-M  
Fund Type: Flowthrough  
Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>
Budget Period: 07/01/2020 To: 06/30/2021
A. Approved Carryover:
B. Total Current Year Allocation:
D. Total Funding Available:

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24101 Title I - ESEA	1000 Instruction	52111 Educational Retirement	0000 No Program	0000 No Job Class	\$5,031	(\$44)	\$4,987	
24101 Title I - ESEA	1000 Instruction	52210 FICA Payments	0000 No Program	0000 No Job Class	\$1,875	(\$150)	\$1,725	
24101 Title I - ESEA	1000 Instruction	52220 Medicare Payments	0000 No Program	0000 No Job Class	\$707	(\$274)	\$433	
24101 Title I - ESEA	1000 Instruction	52311 Health and Medical Premiums	0000 No Program	0000 No Job Class	\$9,287	(\$286)	\$9,001	
24101 Title I - ESEA	1000 Instruction	52312 Life	0000 No Program	0000 No Job Class	\$364	(\$268)	\$96	
24101 Title I - ESEA	1000 Instruction	52313 Dental	0000 No Program	0000 No Job Class	\$550	(\$107)	\$443	
24101 Title I - ESEA	1000 Instruction	52314 Vision	0000 No Program	0000 No Job Class	\$284	(\$193)	\$91	
24101 Title I - ESEA	1000 Instruction	52315 Disability	0000 No Program	0000 No Job Class	\$189	(\$165)	\$24	
24101 Title I - ESEA	1000 Instruction	52720 Workers Compensation Employer's Fee	0000 No Program	0000 No Job Class	\$164	(\$137)	\$27	
24101 Title I - ESEA	1000 Instruction	53711 Other Charges	1010 Regular Education (K-12) Programs	0000 No Job Class	\$425	(\$425)		
24101 Title I - ESEA	1000 Instruction	56118 General Supplies and Materials	1010 Regular Education (K-12) Programs	0000 No Job Class		\$2,049	\$2,049	
Sub Total						\$0		
Indirect Cost								
DOC. TOTAL						\$0		

**Justification:**

Maintenance

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: 008-000-2021-0141-T  
Fund Type: Flowthrough

Adjustment Type: Transfer

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24101 Title I - ESEA	2200 Support Services-Instruction	53711 Other Charges	0000 No Program	0000 No Job Class	\$500	(\$500)		
24101 Title I - ESEA	1000 Instruction	56118 General Supplies and Materials	1010 Regular Education (K- 12) Programs	0000 No Job Class		\$500	\$500	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						\$0		

**Justification:**

Transfer

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: 008-000-2021-0142-M  
 Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	
Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24101 Title I - ESEA	2200 Support Services-Instruction	52312 Life	0000 No Program	0000 No Job Class	\$114	(\$3)	\$111	
24101 Title I - ESEA	2100 Support Services-Students	52210 FICA Payments	0000 No Program	0000 No Job Class		\$3	\$3	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0143-M

Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	<b>Budget Period:</b> 07/01/2020	<b>To:</b> 06/30/2021
<b>A. Approved Carryover:</b>		
<b>B. Total Current Year Allocation:</b>		
<b>D. Total Funding Available:</b>		

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Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24106 Entitlement IDEA-B	1000 Instruction	52210 FICA Payments	0000 No Program	0000 No Job Class	\$3,249	(\$53)	\$3,196	
24106 Entitlement IDEA-B	1000 Instruction	51300 Additional Compensation	2000 Special Programs	1412 Teachers-Special Education	\$1,571	\$1	\$1,572	
24106 Entitlement IDEA-B	1000 Instruction	52111 Educational Retirement	0000 No Program	0000 No Job Class	\$8,821	\$40	\$8,861	
24106 Entitlement IDEA-B	1000 Instruction	52112 ERA - Retiree Health	0000 No Program	0000 No Job Class	\$1,247	\$6	\$1,253	
24106 Entitlement IDEA-B	1000 Instruction	52220 Medicare Payments	0000 No Program	0000 No Job Class	\$720	\$6	\$726	
Sub Total						\$0		
<b>Indirect Cost</b>								
<b>DOC. TOTAL</b>						\$0		

**Justification:**

Maintenance

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: 008-000-2021-0144-M  
 Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24106 Entitlement IDEA-B	2500 Central Services	52210 FICA Payments	0000 No Program	0000 No Job Class	\$50	(\$50)		
24106 Entitlement IDEA-B	2400 Support Services-School Administration	52210 FICA Payments	0000 No Program	0000 No Job Class	\$177	\$50	\$227	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0145-M

Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msclacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24154 Teacher/ Principal Training & Recruiting	1000 Instruction	53330 Professional Development	1010 Regular Education (K- 12) Programs	0000 No Job Class	\$14,975	(\$1,665)	\$13,310	
24154 Teacher/ Principal Training & Recruiting	1000 Instruction	51300 Additional Compensation	1010 Regular Education (K- 12) Programs	1411 Teachers- Grades 1-12	\$7,488	\$450	\$7,938	
24154 Teacher/ Principal Training & Recruiting	1000 Instruction	52111 Educational Retirement	0000 No Program	0000 No Job Class	\$1,121	\$782	\$1,903	
24154 Teacher/ Principal Training & Recruiting	1000 Instruction	52112 ERA - Retiree Health	0000 No Program	0000 No Job Class	\$175	\$94	\$269	
24154 Teacher/ Principal Training & Recruiting	1000 Instruction	52210 FICA Payments	0000 No Program	0000 No Job Class	\$540	\$268	\$808	
24154 Teacher/ Principal Training & Recruiting	1000 Instruction	52220 Medicare Payments	0000 No Program	0000 No Job Class	\$118	\$71	\$189	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						\$0		

**Justification:**

Maintenance

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: 008-000-2021-0146-M

Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	<b>Budget Period:</b> 07/01/2020	<b>To:</b> 06/30/2021
<b>A. Approved Carryover:</b>		
<b>B. Total Current Year Allocation:</b>		
<b>D. Total Funding Available:</b>		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24189 Student Supp Academic Achievement Title IV	1000 Instruction	53330 Professional Development	1010 Regular Education (K-12) Programs	0000 No Job Class	\$5,000	(\$1,606)	\$3,394	
24189 Student Supp Academic Achievement Title IV	1000 Instruction	51300 Additional Compensation	1010 Regular Education (K-12) Programs	1411 Teachers-Grades 1-12	\$3,000	\$1,473	\$4,473	
24189 Student Supp Academic Achievement Title IV	1000 Instruction	52111 Educational Retirement	0000 No Program	0000 No Job Class	\$500	\$133	\$633	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0147-M

Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
27127 Community Schools Implementation Grant	3300 Community Services Operations	55818 Other Travel - Non-Employees	0000 No Program	0000 No Job Class	\$4,000	(\$2,750)	\$1,250	
27127 Community Schools Implementation Grant	3300 Community Services Operations	55915 Other Contract Services	0000 No Program	0000 No Job Class	\$24,904	(\$15,349)	\$9,555	
27127 Community Schools Implementation Grant	3300 Community Services Operations	56118 General Supplies and Materials	0000 No Program	0000 No Job Class	\$22,881	(\$14,714)	\$8,167	
27127 Community Schools Implementation Grant	3300 Community Services Operations	53330 Professional Development	0000 No Program	0000 No Job Class	\$15,715	\$1,400	\$17,115	
27127 Community Schools Implementation Grant	3300 Community Services Operations	53711 Other Charges	0000 No Program	0000 No Job Class	\$4,157	\$31,413	\$35,570	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0148-T

Fund Type: Flowthrough

Adjustment Type: Transfer

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
27127 Community Schools Implementation Grant	1000 Instruction	53330 Professional Development	1010 Regular Education (K-12) Programs	0000 No Job Class	\$6,000	(\$6,000)		
27127 Community Schools Implementation Grant	1000 Instruction	55819 Employee Travel - Teachers	1010 Regular Education (K-12) Programs	0000 No Job Class	\$2,000	(\$2,000)		
27127 Community Schools Implementation Grant	1000 Instruction	57331 Fixed Assets (more than \$5,000)	1010 Regular Education (K-12) Programs	0000 No Job Class	\$8,000	(\$8,000)		
27127 Community Schools Implementation Grant	3300 Community Services Operations	53711 Other Charges	0000 No Program	0000 No Job Class	\$4,157	\$16,000	\$20,157	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0149-T

Fund Type: Flowthrough

Adjustment Type: Transfer

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

FLOWTHROUGH ONLY

Budget Period: 07/01/2020

To: 06/30/2021

A. Approved Carryover:

B. Total Current Year Allocation:

D. Total Funding Available:

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
27149 PreK Initiative	1000 Instruction	52220 Medicare Payments	0000 No Program	0000 No Job Class	\$1,343	(\$10)	\$1,333	
Sub Total						(\$10)		
Indirect Cost								
DOC. TOTAL						(\$10)		

Void/Disapproval Reason: ACCIDENTLY GENERATED

Justification:

Maintenance

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

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

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

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

Approvals by Digital Signature

Name	Role	Date
Mary Sciacca		6/10/2021 2:35:34 PM

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: 008-000-2021-0150-M

Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
27149 PreK Initiative	1000 Instruction	52220 Medicare Payments	0000 No Program	0000 No Job Class	\$1,343	(\$10)	\$1,333	
27149 PreK Initiative	1000 Instruction	52210 FICA Payments	0000 No Program	0000 No Job Class	\$5,498	\$10	\$5,508	
Sub Total						\$0		
Indirect Cost								
<b>DOC. TOTAL</b>						<b>\$0</b>		

**Justification:**

Maintenance

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: 008-000-2021-0151-M

Fund Type: Flowthrough

Adjustment Type: Maintenance

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

..

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24301 CARES Act	1000 Instruction	52720 Workers Compensation Employer's Fee	0000 No Program	0000 No Job Class	\$10	(\$2)	\$8	
24301 CARES Act	1000 Instruction	52210 FICA Payments	0000 No Program	0000 No Job Class	\$1,662	\$2	\$1,664	
Sub Total						\$0		
Indirect Cost								
DOC. TOTAL						\$0		

**Justification:**

Maintenance

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: 008-000-2021-0152-I

Fund Type: Flowthrough

Adjustment Type: Increase

Fiscal Year: 2020-2021

Entity Name: Cimarron

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

Contact: Mary Sciacca, Business Manager

Total Approved Budget (Flowthrough):

Phone: 5753762445

Email: msciacca@cimarronschools.org

<b>FLOWTHROUGH ONLY</b>	Budget Period: 07/01/2020	To: 06/30/2021
A. Approved Carryover:		
B. Total Current Year Allocation:		
D. Total Funding Available:		

Revenue 24305.0000.44500 \$1

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
24305	2600 Operation & Maintenance of Plants	54416 Communication Services	0000 No Program	0000 No Job Class	\$26,271	\$1	\$26,272	
					Sub Total	\$1		
					Indirect Cost			
					DOC. TOTAL	\$1		

**Justification:**

Increase

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.

# Cimarron Municipal Schools

May 2021

## Fund Balances

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>	<u>Cash Balance</u>	<u>Variance</u>
11000	OPERATIONAL	\$208,993.46	\$4,373,628.19	(\$3,621,559.85)	\$78,767.99	\$1,039,829.79	\$950,939.81	\$88,889.98
13000	PUPIL TRANSPORTATION	\$0.00	\$369,790.00	(\$323,452.70)	\$0.00	\$46,337.30	\$46,342.56	(\$5.26)
14000	INSTRUCTIONAL MATERIALS	\$34,140.84	\$0.00	\$0.00	\$0.00	\$34,140.84	\$34,140.84	\$0.00
21000	FOOD SERVICES	\$55,410.34	\$315,380.61	(\$317,453.04)	\$0.00	\$53,337.91	\$53,337.91	\$0.00
22000	ATHLETICS	\$27,472.11	\$4,794.00	(\$7,853.42)	\$0.00	\$24,412.69	\$24,412.69	\$0.00
23200	ZANE CD SCHOLARSHIP	\$12,724.35	\$15.39	\$0.00	\$0.00	\$12,739.74	\$12,739.74	\$0.00
23201	CARDWELL SCHOLARSHIP CD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23202	MASONIC SCHOLARSHIP	\$12,446.57	\$0.00	(\$1,000.00)	\$0.00	\$11,446.57	\$11,446.57	\$0.00
23400	CHS ANNUAL YEARBOOK	\$530.24	\$25.00	(\$100.00)	\$0.00	\$455.24	\$455.24	\$0.00
23401	ACTIVITY INTEREST	\$5,011.57	\$814.89	\$0.00	\$0.00	\$5,826.46	\$5,826.46	\$0.00
23402	CHS ART	\$1,417.75	\$0.00	(\$110.15)	\$0.00	\$1,307.60	\$1,307.60	\$0.00
23403	CHS RAM PRIDE BOOSTER CLUB	\$19,775.10	\$2,296.25	(\$3,199.07)	\$0.00	\$18,872.28	\$18,872.28	\$0.00
23404	JOHN/BEVERLY CARDWELL SCHOLARSHIP FUND	\$57,556.21	\$25,000.00	(\$40,934.95)	\$0.00	\$41,621.26	\$41,621.26	\$0.00
23405	JUAN MARTINEZ SCHOLARSHIP FUND	\$19,302.97	\$0.00	(\$1,000.00)	\$0.00	\$18,302.97	\$18,302.97	\$0.00
23406	CHS CHEERLEADERS	\$540.30	\$0.00	\$0.00	\$0.00	\$540.30	\$540.30	\$0.00
23407	FAMILY GROUP 6-8	\$6,052.95	\$140.00	\$0.00	\$0.00	\$6,192.95	\$6,192.95	\$0.00
23408	CEMOP	\$1,056.28	\$2,529.00	(\$793.67)	\$0.00	\$2,791.61	\$2,791.61	\$0.00
23409	CEMS YEARBOOK	\$812.12	\$115.00	(\$357.00)	\$0.00	\$570.12	\$570.12	\$0.00
23410	CEMS ACTIVITY	\$2,188.08	\$695.60	(\$480.35)	\$0.00	\$2,403.33	\$2,403.33	\$0.00
23411	CEMS ART	\$148.28	\$0.00	(\$140.04)	\$0.00	\$8.24	\$8.24	\$0.00
23412	CES PEEWEE BB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23413	CES 3-4 SCIENCE TEACHERS	\$65.90	\$0.00	\$0.00	\$0.00	\$65.90	\$65.90	\$0.00
23415	CHS CLASS OF 2022	\$1,093.06	\$2,771.00	(\$2,072.55)	\$0.00	\$1,791.51	\$1,791.51	\$0.00
23416	DISTRICT NURSE	\$1,920.10	\$500.00	(\$1,029.12)	\$0.00	\$1,390.98	\$1,390.98	\$0.00
23417	CHS CLASS OF 2020	\$5,960.41	\$0.00	(\$4,508.04)	\$0.00	\$1,452.37	\$1,452.37	\$0.00
23419	CHS CLASS OF 2021	\$6,031.52	\$0.00	(\$711.33)	\$0.00	\$5,320.19	\$5,320.19	\$0.00
23420	CHS CLASS OF 2018	\$146.44	\$0.00	(\$146.44)	\$0.00	\$0.00	\$0.00	\$0.00
23421	CHS CLASS OF 2019	\$825.29	\$0.00	(\$825.29)	\$0.00	\$0.00	\$0.00	\$0.00
23422	CHS CLASS OF 2023	\$487.00	\$3,974.00	(\$2,653.00)	\$0.00	\$1,808.00	\$1,808.00	\$0.00
23424	CMS STUDENT COUNCIL	\$593.80	\$0.00	\$0.00	\$0.00	\$593.80	\$593.80	\$0.00
23425	CMS 8TH GRADE DANCE	\$284.50	\$0.00	\$0.00	\$0.00	\$284.50	\$284.50	\$0.00
23426	ENEMS ACTIVITY	\$10,955.49	\$1,349.47	(\$1,286.19)	\$0.00	\$11,018.77	\$11,018.77	\$0.00
23427	ENEMS STAFF	\$80.39	\$0.00	\$0.00	\$0.00	\$80.39	\$80.39	\$0.00
23428	ENMS BARN FUND	\$13,704.11	\$2,000.00	(\$6,556.97)	\$0.00	\$9,147.14	\$9,147.14	\$0.00
23429	EN AQUAPONICS	\$35.18	\$0.00	\$0.00	\$0.00	\$35.18	\$35.18	\$0.00
23430	ENEMS ART PROGRAM	\$255.64	\$0.00	\$0.00	\$0.00	\$255.64	\$255.64	\$0.00
23431	ENEMS YEARBOOK	\$1,914.67	\$0.00	\$0.00	\$0.00	\$1,914.67	\$1,914.67	\$0.00
23432	EN VOCATIONAL ED	\$2.46	\$0.00	\$0.00	\$0.00	\$2.46	\$2.46	\$0.00
23433	TRAILS END RANCH	\$1,100.00	\$0.00	\$0.00	\$0.00	\$1,100.00	\$1,100.00	\$0.00
23434	ENMS STUDENT COUNCIL	\$1,897.92	\$0.00	\$0.00	\$0.00	\$1,897.92	\$1,897.92	\$0.00
23435	EN PBIS COMMITTEE	\$1,461.73	\$177.40	(\$333.44)	\$0.00	\$1,305.69	\$1,305.69	\$0.00

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>	<u>Cash Balance</u>	<u>Variance</u>
23436	SNOW INDUSTRIES	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00	\$0.00
23440	CHS ACTIVITY	\$1,443.09	\$751.57	(\$1,349.05)	\$0.00	\$845.61	\$845.61	\$0.00
23442	CHS STUDENT COUNCIL	\$114.18	\$0.00	\$146.44	\$0.00	\$260.62	\$260.62	\$0.00
23445	CHS TEACHERS	\$471.64	\$0.00	\$0.00	\$0.00	\$471.64	\$471.64	\$0.00
23446	BAND-MUSIC PROGRAM	\$9,609.90	\$10,280.00	(\$10,105.50)	\$0.00	\$9,784.40	\$9,784.40	\$0.00
23448	SKI CLUB	\$1,037.23	\$0.00	\$0.00	\$0.00	\$1,037.23	\$1,037.23	\$0.00
23449	FFA	\$1,430.54	\$3,437.00	(\$1,617.05)	\$0.00	\$3,250.49	\$3,250.49	\$0.00
23450	CHS NATIONAL HONOR SOCIETY	\$192.63	\$0.00	\$182.04	\$0.00	\$374.67	\$374.67	\$0.00
23451	CHS RAMSHORN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23452	CHS RHOR	\$473.33	\$0.00	\$0.00	\$0.00	\$473.33	\$473.33	\$0.00
23454	CHS SHOP	\$7,669.55	\$0.00	\$0.00	\$0.00	\$7,669.55	\$7,669.55	\$0.00
23455	CHS LASER SHOP/BUSINESS	\$60.00	\$0.00	\$0.00	\$0.00	\$60.00	\$60.00	\$0.00
23456	CHS DRAMA CLUB	\$229.56	\$0.00	\$0.00	\$0.00	\$229.56	\$229.56	\$0.00
23457	CHS SNACK PANTRY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23458	CEMS HALOS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23460	ZANE SCHOLARSHIP	\$606.87	\$2,500.00	(\$1,000.00)	\$0.00	\$2,106.87	\$2,106.87	\$0.00
23461	STAFF EVENT DONATION	\$252.98	\$171.16	\$0.00	\$0.00	\$424.14	\$424.14	\$0.00
23463	ENEMS LIBRARY	\$794.65	\$0.00	\$0.00	\$0.00	\$794.65	\$794.65	\$0.00
23464	ENES K-2 TEACHERS	\$3,247.08	\$0.00	(\$68.17)	\$0.00	\$3,178.91	\$3,178.91	\$0.00
23465	ENES 3-5 TEACHERS	\$12,732.22	\$0.00	\$0.00	\$0.00	\$12,732.22	\$12,732.22	\$0.00
23470	EN TUTORING PROGRAM	\$2,130.22	\$0.00	\$0.00	\$0.00	\$2,130.22	\$2,130.22	\$0.00
23471	ENEMS CENTURY LINK	\$205.00	\$0.00	\$0.00	\$0.00	\$205.00	\$205.00	\$0.00
23479	CHS GRAPHIC ARTS	\$215.30	\$0.00	\$0.00	\$0.00	\$215.30	\$215.30	\$0.00
23482	CHS BROADCAST	\$395.75	\$0.00	\$0.00	\$0.00	\$395.75	\$395.75	\$0.00
23483	CHS DESIGN	\$6,797.05	\$0.00	\$0.00	\$0.00	\$6,797.05	\$6,797.05	\$0.00
23485	ENMS JUNIOR CHAMBER	\$1,795.82	\$0.00	\$0.00	\$0.00	\$1,795.82	\$1,795.82	\$0.00
23486	DISTRICT SAMS REWARDS	\$12.80	\$0.00	\$0.00	\$0.00	\$12.80	\$12.80	\$0.00
23487	WERC ENVIRONMENTAL DESIGN	\$230.83	\$0.00	\$0.00	\$0.00	\$230.83	\$230.83	\$0.00
23488	DISTRICT ATHLETICS	\$8,932.69	\$0.00	(\$900.00)	\$0.00	\$8,032.69	\$8,032.69	\$0.00
24101	TITLE I - IASA	\$0.00	\$144,640.83	(\$93,059.65)	(\$13,683.85)	\$37,897.33	\$51,581.18	(\$13,683.85)
24106	ENTITLEMENT IDEA-B	\$0.00	\$105,575.04	(\$126,814.11)	(\$24,663.26)	(\$45,902.33)	(\$1,079.51)	(\$44,822.82)
24109	PRESCHOOL IDEA-B	\$0.00	\$10,603.12	(\$12,492.22)	\$0.00	(\$1,889.10)	(\$1,889.10)	\$0.00
24118	FRESH FRUIT AND VEGETABLE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24120	IDEA-B RISK POOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24132	IDEA-B RESULTS PLAN	\$0.00	\$6,536.72	\$0.00	(\$6,536.72)	\$0.00	\$6,536.72	(\$6,536.72)
24146	CHARTER SCHOOLS	\$0.00	\$38,834.44	(\$51,891.50)	\$0.00	(\$13,057.06)	\$0.00	(\$13,057.06)
24154	TEACHER/PRINCIPAL TRAINING & RECRUITING	\$0.00	\$9,574.60	(\$16,117.13)	(\$5,347.85)	(\$11,890.38)	(\$6,542.53)	(\$5,347.85)
24183	USDA EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24189	TITLE IV	\$0.00	\$0.00	(\$23,538.40)	\$0.00	(\$23,538.40)	(\$23,538.40)	\$0.00
24301	CARES ACT	\$0.00	\$64,045.79	(\$77,362.95)	\$5,000.00	(\$8,317.16)	(\$4,593.19)	(\$3,723.97)
24305	GEERF	\$0.00	\$4,874.11	(\$6,134.11)	\$0.00	(\$1,260.00)	(\$1,260.00)	\$0.00
24306	CARES/GEER - HEPA FILTERS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25153	TITLE XIX MEDICAID 3/21 YEARS	\$0.08	\$21,327.24	(\$18,368.78)	\$554.32	\$3,512.86	\$7,114.76	(\$3,601.90)
25214	TEACHER QUALITY ENHANCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25233	RURAL EDUCATION ACHIEVEMENT PROGRAM	\$0.00	\$7,016.75	(\$7,263.70)	\$987.01	\$740.06	\$740.06	\$0.00

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>	<u>Cash Balance</u>	<u>Variance</u>
26156	TURNER FOUNDATION	\$20,256.28	\$13,100.00	(\$14,954.08)	\$0.00	\$18,402.20	\$18,402.20	\$0.00
26179	A PLUS FOR ENERGY	\$870.56	\$0.00	\$0.00	\$0.00	\$870.56	\$870.56	\$0.00
27103	2009 DUAL CREDIT IM/HB2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27106	2010 GO BONDS STUDENT LIBRARY FUND SB1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27107	2012 GO BOND	\$0.00	\$6,363.20	\$0.00	(\$6,363.20)	\$0.00	\$6,363.20	(\$6,363.20)
27109	INSTRUCTIONAL MATERIALS-GAA 2019	\$0.95	\$0.00	\$0.00	\$0.00	\$0.95	\$0.95	\$0.00
27114	CENTER FOR TEACHER EXCELLENCE PED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27125	EXCELLENCE IN TEACHING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27126	COMMUNITY SCHOOLS PLANNING	\$0.00	\$28,383.85	\$0.00	(\$28,383.85)	\$0.00	\$28,383.85	(\$28,383.85)
27127	COMMUNITY SCHOOLS IMPLEMENTATION	\$0.00	\$10,911.12	(\$23,379.40)	\$0.00	(\$12,468.28)	(\$12,468.28)	\$0.00
27130	FEMININE HYGIENE PRODUCTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27138	INCENTIVES FOR SCHOOL IMPR ACT PED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27149	PREK INITIATIVE	\$0.00	\$88,007.25	(\$110,978.95)	\$0.00	(\$22,971.70)	(\$22,971.70)	\$0.00
27155	BREAKFAST FOR ELEM STUDENTS	\$0.00	\$0.00	\$0.00	(\$330.59)	(\$330.59)	\$0.00	(\$330.59)
27171	2010 GOB IM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27181	"STEM" TEACHER INITIATIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27183	NM GROWN FVV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27195	TEACHERS HARD TO STAFF STIPEND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27201	SCHOOL LUNCH CO-PAY LAWS OF 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28178	GEAR-UP CHE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29102	PRIVATE DIR GRANTS (CATEGORICAL)	\$152,396.74	\$5,652.81	(\$6,927.76)	\$0.00	\$151,121.79	\$151,121.79	\$0.00
31100	BOND BUILDING	\$3,752,880.47	\$18,316.42	(\$884,578.04)	\$0.00	\$2,886,618.85	\$2,886,618.85	\$0.00
31600	HB 33	\$7,364.02	\$96.77	(\$0.97)	\$0.00	\$7,459.82	\$7,459.82	\$0.00
31700	STATE MATCH SB-9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31701	CAPITAL IMPROVEMENTS SB-9	\$1,044,403.31	\$636,153.97	(\$508,230.80)	\$0.00	\$1,172,326.48	\$1,172,326.48	\$0.00
31703	SB-9 STATE MATCH	\$12,973.00	\$0.00	\$0.00	\$0.00	\$12,973.00	\$12,973.00	\$0.00
31900	ED. TECHNOLOGY EQUIPMENT ACT	\$782,208.73	\$4,040.45	(\$357,455.87)	\$0.00	\$428,793.31	\$428,793.31	\$0.00
41000	DEBT SERVICES	\$542,317.62	\$673,058.16	(\$516,852.30)	\$0.00	\$698,523.48	\$698,523.48	\$0.00
43000	TOTAL ED. TECH. DEBT SERVICE SUBFUND	\$612,670.65	\$252,676.78	(\$504,127.76)	\$0.00	\$361,219.67	\$361,219.67	\$0.00
	<b>Grand Total:</b>	<b>\$7,504,018.45</b>	<b>\$7,272,924.95</b>	<b>(\$7,713,796.38)</b>	<b>\$0.00</b>	<b>\$7,063,147.02</b>	<b>\$7,100,114.11</b>	<b>(\$36,967.09)</b>

**End of Report**

## CIMARRON MUNICIPAL SCHOOLS

**To:** Board Members  
**From:** Mary Sciacca  
**Date:** June 1, 2021  
**Re:** Variance explanations for May 2021

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11000 Operational	Intra-Fund Loans paid that crossed fiscal years	\$88,911.22
11000 Operational	NMPSIA	(\$21.24)
13000 Transportation	NMPSIA	(\$5.26)
24101 Title I	Intra-Fund Loans paid that crossed fiscal years	(\$13,683.85)
24106 Entitlement IDEA B	Intra-Fund Loans paid that crossed fiscal years	(\$24,663.26)
24106 Entitlement IDEA B	Journal Entry generated for MVHS Flowthrough Grant RfR	(\$20,159.56)
24132 IDEA-B	Intra-Fund Loans paid that crossed fiscal years	(\$6,536.72)
24146 Charter Schools	Journal Entry generated for MVHS Flowthrough Grant RfR	(\$13,057.06)
24154 Title II	Intra-Fund Loans paid that crossed fiscal years	(\$5,347.85)
24301 Entitlement IDEA B	Journal Entry generated for MVHS Flowthrough Grant RfR	(\$3,723.97)
25153 MEDICAID	Intra-Fund Loans paid that crossed fiscal years	(\$3,601.90)
27107 GEO BOND	Intra-Fund Loans paid that crossed fiscal years	(\$6,363.20)
27126 COMMUNITY SCHOOL	Intra-Fund Loans paid that crossed fiscal years	(\$28,383.85)
27155 BREAKFAST FOR ELEMENTARY	Intra-Fund Loans paid that crossed fiscal years	(\$330.59)

**Intra-fund Loans are loans from Operational to Federal and State & Local to be paid back once request for reimbursement (RFR) have been received.**

**Loans will be paid in full in this fiscal year (20-21) for last year (19-20) as RFR's were received in August.**

**It will show as a variance until the new year.**

# NM State Treasurer's Office Investment Pool - LGIP

## May 2021

5/3/2021		0.063
5/4/2021		0.063
5/5/2021		0.063
5/6/2021		0.064
5/7/2021		0.061
5/10/2021		0.061
5/11/2021		0.061
5/12/2021		0.061
5/13/2021		0.061
5/14/2021		0.061
5/17/2021		0.061
5/18/2021		0.061
5/19/2021		0.061
5/20/2021		0.070
5/21/2021		0.068
5/24/2021		0.068
5/25/2021		0.068
5/26/2021		0.068
5/27/2021		0.068
5/28/2021		0.068
5/31/2021	HOLIDAY	
Average		0.064
		0.500

# Cimarron Municipal Schools

## Non-Check Batch Listing

Date: 05/01/2021 - 05/31/2021

### OPERATIONAL

5/16/2021	TRACTOR SUPPLY	\$368.91	2260
5/14/2021	INTERNATIONAL BANK	\$91,864.21	4114
5/14/2021	INTERNATIONAL BANK-EFTPS	\$27,448.86	4115
5/28/2021	INTERNATIONAL BANK	\$112,588.73	4117
5/28/2021	INTERNATIONAL BANK-EFTPS	\$36,877.89	4118
5/29/2021	INTERNATIONAL BANK-403B COMMON REMITTER	\$3,334.50	4120
5/28/2021	EDUCATIONAL RETIREMENT BOARD	\$74,537.32	4121
5/28/2021	INTERNATIONAL BANK-RETIREE	\$9,054.81	4122
5/28/2021	NEW MEXICO TAX & REVENUE DEPT	\$7,945.60	4124
5/28/2021	INTERNATIONAL BANK-NMPSIA	\$57,255.54	4125
	Total Amount:	\$421,276.37	

End of Report



8000 DISTRICT

8033 CES
8034 CHS
8036 CMS
8047 ENES
8048 ENMS

<b>PUBLIC APPROVED BOND</b>	<b>\$ 6,000,000.00</b>
<b>BOND SOLD</b>	<b>\$4,000,000.00</b>
<b>UNSOLD BONDS</b>	<b>\$ 2,000,000.00</b>

**BOND EXPENDITURES**

PO#		PAID	ENCUMBRANCE	TOTAL	NOTES
<b>BOND FEES</b>					
20102	MODRELL SPERLING	\$ 21,905.78	\$ -	\$ 21,905.78	
20026	IN BANK - BOKF, NA	\$ 323.63	\$ -	\$ 323.63	
	STIFEL	\$31,823.13	\$ -	\$ 31,823.13	
	<b>TOTAL OTHER SERVICES</b>	<b>\$ 54,052.54</b>	<b>\$ -</b>	<b>\$ 54,052.54</b>	
1921101	CHS-STOVEN CONSTRUCTION 19-20	\$ 137,779.91	\$ -	\$ 137,779.91	
20028	CHS-STOVEN CONSTRUCTION 20-21	\$ 452,843.95	\$ -	\$ 452,843.95	
	<b>TOTAL BOND CHS</b>	<b>\$ 590,623.86</b>	<b>\$ -</b>	<b>\$ 590,623.86</b>	
1920633	ENEMS-CES-LIVING DESIGNS GROUP 19-20	\$ 103,513.24	\$ -	\$ 103,513.24	
20008	ENEMS-CES-LIVING DESIGNS GROUP 20-21	\$ 176,016.31	\$ 85,069.57	\$ 261,085.88	
1921052	ENEMS-TAOS LAND SERVICES-SURVEY	\$ 8,720.60	\$ -	\$ 8,720.60	
1921149	ENEMS-JODY TRUJILLO	\$ -	\$ -	\$ -	UNABLE TO START ROOFING PROJECT
20119	ENEMS-ABEYTA ENGINEERING-GRADING & DRAINAGE	\$ 11,500.00	\$ -	\$ 11,500.00	
20187	ENEMS-EVERGUARD ROOFING, LLC	\$ 185,881.96	\$ -	\$ 185,881.96	REPLACEMENT CONTRACTOR FOR ROOFING PROJECT
20236	ENEMS-GEO Test	\$ 4,283.28	\$ -	\$ 4,283.28	
	<b>TOTAL BOND ENEMS</b>	<b>\$ 489,915.39</b>	<b>\$ 85,069.57</b>	<b>\$ 574,984.96</b>	
	<b>Total BOND</b>	<b>\$ 1,134,591.79</b>	<b>\$ 85,069.57</b>	<b>\$ 1,219,661.36</b>	

**SB-9 EXPENDITURES**

PO#		PAID	ENCUMBRANCE	TOTAL
1920111	CHS-CES - Living Designs Locker Room	\$ 29,295.00	\$ -	\$ 29,295.00
	<b>TOTAL SB-9 CHS</b>	<b>\$ 29,295.00</b>	<b>\$ -</b>	<b>\$ 29,295.00</b>
1920168	ENEMS-Nature Scapes (Basketball court)	\$ 51,245.00	\$ -	\$ 51,245.00
1920633	ENEMS-CES - Living Designs ENEMS	\$ 48,867.25	\$ -	\$ 48,867.25
	<b>TOTAL SB-9 ENEMS</b>	<b>\$ 100,112.25</b>	<b>\$ -</b>	<b>\$ 100,112.25</b>

**TOTAL SB-9** \$ 129,407.25 \$ - \$ 129,407.25

These expenses were not transferred from SB-9 to Bond in the 2019-2020 School Year. Following auditor recommendation

	PAID	ENCUMBRANCE	TOTAL		
TOTAL BOND OTHER SERVICES	\$ 54,052.54	\$ -	\$ 54,052.54	<b>Cimarron High Locker Room Project</b>	\$ 619,918.86
TOTAL BOND CHS	\$ 590,623.86	\$ -	\$ 590,623.86	BOND	\$ 590,623.86
TOTAL SB-9 CHS	\$ 29,295.00	\$ -	\$ 29,295.00	SB9	\$ 29,295.00
	<b>\$ 619,918.86</b>	<b>\$ -</b>	<b>\$ 619,918.86</b>	<b>ENEMS REMODEL PROJECT</b>	<b>\$ 590,027.64</b>
TOTAL BOND ENEMS	\$ 489,915.39	\$ 85,069.57	\$ 574,984.96	BOND	\$ 489,915.39
TOTAL SB-9 ENEMS	\$ 100,112.25	\$ -	\$ 100,112.25	SB9	\$ 100,112.25
	<b>\$ 590,027.64</b>	<b>\$ 85,069.57</b>	<b>\$ 675,097.21</b>	FEES	\$ 54,052.54

Total Bond Paid	\$ 1,134,591.79
Total SB-9 Paid	\$ 129,407.25
	<b>\$ 1,263,999.04</b>

**TOTAL \$ 1,263,999.04**

<b>TOTAL BOND EXPENDITURES</b>	<b>\$ 1,134,591.79</b>	<b>\$ 85,069.57</b>	<b>\$ 1,219,661.36</b>
<b>TOTAL PROJECT EXPENDITURES</b>	<b>\$ 1,263,999.04</b>	<b>\$ 85,069.57</b>	<b>\$ 1,349,068.61</b>

# *POLICY SERVICES* *ADVISORY*

Volume 20, Number 1

April 2021

## CONTENTS

**Policy Advisory No. 210 .....JK – Student Discipline**

**Policy Advisory No. 211 .....JICA – Student Dress**

**Policy Advisory No. 212 .....AC — Nondiscrimination / Equal Opportunity**

**Policy Advisory No. 213 .....GCQF – Discipline, Suspension, Termination/  
.....and Discharge**

**Policy Advisory No. 214 .....GDQD – Discipline, Suspension, Termination/  
.....and Discharge**

### **Policy Advisory Discussion**

**Policy Advisory No. 210. JK – Student Discipline.** Senate Bill 80 and House Bills 29 and 43 approved during the recent New Mexico legislative session added to the current statute 22-5-4.3 regarding school discipline policies.

The addition from **Senate Bill 80 and House Bill 29** was on the subject of prohibiting imposition of discipline, discrimination or disparate treatment against a student's race, religion or culture or because of the student's use of

NEW MEXICO SCHOOL BOARDS ASSOCIATION  
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protective hairstyles or cultural or religious headdresses. After review of these bills, Policy Services has interpreted them to address the issue of hair as it may cause a disruption of the education of students. Educators are likely familiar with the past court cases and discussions surrounding the issue of hair color, length, style and sundry other concepts that were considered to distract from the education of other students. A narrow interpretation of the changes enacted by these bills would seem to focus on protective hairstyles or cultural or religious headdresses. The definitions in statute 22-5-4.3 however, would require a broader interpretation.

It appears to Policy Services that hair as to color, length, style, including wigs would now be off limits to disciplinary action for disruption of the educational process. Additionally, an individual's personal cultural or religious headdresses, and wraps can not be considered a disruption to the educational process. It is the suggestion of Policy Services that any focus of disciplinary action regarding hair or coverings of the hair relative to the individual's personal cultural or religious beliefs, can no longer be the considered for disciplinary action.

It may be noted that the change suggested in Policy JK, Student Discipline, does not include the extensive definitions of the statute. The statute is linked to the policy for reference purposes but the definitions are not included in the policy since they were so broad as to be inclusive of any and all disciplinary action related to hair unless judicial verification would provide otherwise. Efforts to make exceptions by a school district will likely be challenged at some legal cost.

**House Bill 43** added a section to statute 22-5-4.3 which requires all school discipline policies define and include a specific prohibition against racialized aggression involving a student or school personnel and provide links to the statewide hotline to report racially charged incidents or racialized aggression.

Policy Services has selected the following definition of racialize for purposes of definition since none was given in statute. Racialized: to give a racial character to; to categorize, marginalize , or regard according to race. Using this definition with aggression would give us a definition as follows: racialized aggression would be defined as characterizing, categorizing or marginalizing an aggressive act as racial in nature. This definition has been used in the policy JK. Should a school district wish to use another definition it should feel free to do so.

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2

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As to providing links to the statewide hotline for reporting incidents of racialized aggression, a general statement of intent was included with the expectation that the school district would provide a link on its website to the statewide hotline for this purpose, upon such a hotline being available. Policy Services was unable to find a specific hotline for racial purposes.

***Policy Advisory No. 211. JICA*** – The only changes made to the policy on Student Dress and grooming are the addition of the legal reference to NMSA 22-5-4.3 and the cross reference to JK.

***Policy Advisory No. 212. AC*** – The only change made to the policy on Nondiscrimination is the addition of the legal reference to NMSA 22-5-4.3 because the statute adds to discriminatory offenses by way of definitions.

***Policy Advisory No. 213. GCQF*** – Discipline, Suspension, Termination and Discharge of Professional Staff. Per the requirements of House Bill 43 the addition of the prohibition against racialized aggression and reference to the link to a statewide hotline for reporting were added to this professional staff discipline policy. Again, it should be noted that Policy Services was unable to find a specific hotline for racial purposes.

***Policy Advisory No. 214. GDQD*** – Discipline, Suspension, Termination and Discharge of Support Staff. Per the requirements of House Bill 43 the addition of the prohibition against racialized aggression and reference to the link to a statewide hotline for reporting were added to this professional staff discipline policy.

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If you have any questions, call Policy Services at 1-505-469-0193. Ask for Donn Williams, Policy Services Director. E-mail [nmsbapolicy@cox.net].

# Advisory 210

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4

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**STUDENT DISCIPLINE**

Parents, school personnel and students shall be involved in the development of policies, and public hearings before the Board shall be held during the formulation of these policies in the high school attendance areas within each district or on a district-wide basis for those districts that have no high school. The Superintendent shall prepare and recommend the final format of discipline policies and develop procedures for the discipline of students that comply with state laws and regulations. These policies and procedures will apply to all students traveling to, attending, and returning from school, and while visiting another school or at a school-sanctioned activity and may be imposed if the student's behavior affects the school order. When suspension or expulsion is involved, notice, hearing, and appeal procedures shall conform to applicable legal requirements.

However, no local school board shall allow for the imposition of discipline, discrimination or disparate treatment against a student based on the student's race, religion or culture or because of the student's use of protective hairstyles or cultural or religious headdresses.

Racialized aggression defined as any aggressive act which can be characterized, categorized or which appears as such to be racial in nature is prohibited. A link to a statewide hotline for reporting such incidents is provided on the District Website located at ( fill in web address for school district).

Information concerning a student's disciplinary record will be held in the strictest confidence.

Disciplinary actions taken will be recorded in an administrative log, and all types of suspensions or expulsions will be recorded in a separate file for each student.

*Adopted:* date of manual adoption

LEGAL REF.: 22-5-4.3 NMSA (1978)  
22-35-3 NMSA (1978)  
6.11.2.7 NMAC  
6.11.2.8 NMAC  
6.11.2.9 NMAC  
6.11.2.10 NMAC  
6.11.2.11 NMAC  
6.11.2.12 NMAC

CROSS REF.: JIC - Student Conduct  
JICA - Student Dress  
JKA - Corporal Punishment  
JKD - Student Suspension/Expulsion  
JR - Student Records

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# Advisory 211

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7



**J-2350**  
**STUDENT DRESS**

©

**JICA**

The Board recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance except when their choices affect the educational program of the schools or the health and safety of others.

The Board authorizes the Superintendent to develop and enforce school regulations prohibiting student dress or grooming practices that:

- Present a hazard to the health or safety of the student or to others in the school.
- Materially interfere with school work, create disorder, or disrupt the educational program.
- Cause excessive wear or damage to school property.
- Prevent students from achieving their educational objectives.
- Represent membership in a gang.

Obscene language or symbols, or symbols of sex, drugs, or alcohol on clothing are expressly prohibited.

*Adopted:* date of manual adoption

LEGAL REF.: NMSA 22-5-4.3  
6.11.2.9 NMAC

CROSS REF.: JICF - Secret Societies/Gang Activity  
JK - Student Discipline

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8

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# Advisory 212

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9

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

**NONDISCRIMINATION / EQUAL OPPORTUNITY**

The Board is committed to a policy of nondiscrimination and equal opportunity in relation to race, color, religion, sex, sexual orientation, age, national origin, and disability. This policy will prevail in all matters concerning staff members, students, the public, educational programs and services, and individuals with whom the Board does business. The Superintendent will appoint the compliance officers and/or Title IX Coordinators.

All reports or grievances regarding discrimination in employment other than those regarding discrimination on the basis of sex should be directed to the Superintendent's office of compliance. All complaints or reports of discrimination on the basis of sex shall be directed to the Title IX Coordinator per Policy ACA.

*Adopted:* date of manual adoption

- LEGAL REF.:
- 22-31-1 NMSA *et seq.*, School Athletic Equity Act
  - 28-1-2 NMSA *et seq.*
  - 20 U.S.C. 1092(f)(6)(A)(v), Sexual Assault
  - 20 U.S.C. 1400 *et seq.*, Individuals with Disabilities Education Act
  - 20 U.S.C. 1681, Education Amendments of 1972, Title IX
  - 20 U.S.C. 1703, Equal Employment Opportunity Act of 1972
  - 29 U.S.C. 794, Rehabilitation Act of 1973, (Section 504)
  - 34 CFR Part 106, Nondiscrimination on the basis of Sex in Education
  - 34 U.S.C. 12291(a)(8), (10), (30) Domestic Violence, Dating Violence, Stalking
  - 42 U.S.C. 2000, Civil Rights Act of 1964, Titles VI and VII
  - 42 U.S.C. 12101 *et seq.*, Americans with Disabilities Act

CROSS REF.: ACA - Nondiscrimination on the Basis of Sex

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*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

GBA - Equal Employment Opportunity  
GCQF - Discipline, Suspension, and Dismissal of  
Professional Staff Members  
GDQD - Discipline, Suspension, and Dismissal of  
Support Staff Members  
IHBA - Special Instructional Programs and  
Accommodations for Disabled Students  
JB - Equal Educational Opportunities  
JII - Student Concerns, Complaints, and Grievances  
JJIB - Interscholastic Sports  
JK - Student Discipline  
JKD - Student Suspension/Expulsion  
KED - Public Concerns/Complaints about Facilities or  
Services

# Advisory 213

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*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

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12

**^ & ^ & ^ G-6100 ©**  
**DISCIPLINE, SUSPENSION, TERMINATION**  
**AND DISCHARGE OF**  
**PROFESSIONAL STAFF MEMBERS**

**GCQF**

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, a public employer may:

- direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
- determine qualifications for employment and the nature and content of personnel examinations;
- take actions as may be necessary to carry out the mission of the public employer in emergencies; and
- retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.

For purposes of this policy:

- "Discharge" means the act of severing the employment relationship with a licensed school employee prior to the expiration of the current employment contract.
- "Terminate" means, in the case of a licensed school employee, the act of not reemploying an employee for the ensuing school year.
- "Working day" means every school calendar day, excluding Saturday, Sunday or legal holiday.
- "Just cause" means a reason that is rationally related to an employee's competence or turpitude or the proper performance of assigned duties and that is not in violation of the employee's civil or constitutional rights.

NEW MEXICO SCHOOL BOARDS ASSOCIATION

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13

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- "Administrative leave" means the assignment of an employee to the employee's home to await further instructions pending the outcome of an investigation or inquiry into the actions of the employee in order to avoid interference in the inquiry. The use of "administrative leave" is not a disciplinary action.

### **Categories of Misconduct**

Licensed staff members may be disciplined for infractions that include, but are not limited to, the following categories:

- Engaging in unprofessional conduct.
- Committing fraud in securing appointment.
- Exhibiting incompetency in their work.
- Exhibiting inefficiency in their work.
- Exhibiting improper attitudes.
- Neglecting their duties.
- Engaging in acts of insubordination.
- Engaging in acts of child abuse or child molestation.
- Engaging in acts of dishonesty.
- Being under the influence of alcohol while on duty.
- Engaging in the use, possession, or distribution of narcotics or habit-forming drugs.
- Being absent without leave.
- Engaging in discourteous treatment of the public.
- Engaging in improper political activity.
- Engaging in willful disobedience.
- Being involved in misuse or unauthorized use of school property.

- Being involved in excessive absenteeism.
- Possessing alcohol on school-owned property.
- Carrying or possessing a weapon on school grounds unless they have obtained specific authorization from the appropriate school administrator.
- Engaging in ethical misconduct by inappropriate touching, sexual harassment, discrimination or intended behavior to induce a child into engaging in illegal, immoral or other prohibited behavior.
- Racialized aggression defined as any aggressive act which can be characterized, categorized or which appears as such to be racial in nature. Such aggression is prohibited. A link to a statewide hotline for reporting such incidents is provided on the District Website located at ( fill in web address for school district).

## General Provisions for Discipline

General provisions for discipline are as follows:

- *Informal consultation.* Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with a licensed employee to discuss matters of concern related to the employee's performance, conduct, et cetera.
- *Persons authorized to impose discipline.* Any supervising licensed administrator who is the immediate or primary supervisor of a staff member is authorized to impose a penalty or penalties, short of termination.
- *Administrative discretion.* In adopting these policies/procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.



- *Right not to impose discipline.* The District reserves the right not to discipline a staff member for conduct that violates this policy.
- *Additional reasons for discipline.* A staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.
- *Amendments.* The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.
- *Severability.* If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

## **Minor Discipline**

Minor disciplinary action includes, without limitation thereto, removal from grounds, written warning, written reprimand, or suspension. Minor disciplinary action shall be imposed by the staff member's administrative supervisor upon informing the employee of any violations of state or federal statutes, policies, rules or the New Mexico code of ethics and offering a minimum due process hearing and opportunity to express the employee's side of the issue before implementing the disciplinary action. The disciplinary action shall be confirmed in writing to the employee. The discipline may only be appealed to the next level of administration. The hearing procedure shall be as follows.

### ***Step 1 - Notice:***

- Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify the staff member of intent to impose discipline. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:

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*Policy Services*

16

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- The conduct or omission on the part of the staff member that constitutes the reason for discipline.
- A scheduled meeting time between the supervising administrator and the staff member. Such meeting shall be scheduled not more than ten (10) working days after the date the licensed staff member receives the notice.
- A statement of the disciplinary action the supervising administrator intends to impose.
- Copies of any available relevant documentation, at the discretion of the supervising administrator.

***Step 2 - Hearing:***

- At the hearing, the supervising administrator shall discuss with the staff member the conduct that warrants disciplinary action and shall provide the staff member with any appropriate evidence and a copy of relevant documentation if not previously provided.
- The supervising administrator shall conduct the hearing in an informal manner, without adherence to the rules of evidence and procedure required in judicial proceedings.
- A record of the hearing shall be made by electronic recordation.

***Step 3 - Decision (in writing):***

- At the hearing, or within seven (7) working days following the hearing, the supervising administrator shall, in writing, inform the licensed staff member of the decision. If the decision is to impose discipline, written notice of the discipline shall be enclosed.

**Appeal of Minor Discipline**

A staff member who wishes to object to a minor disciplinary action shall submit a written complaint to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. Failure to request the hearing in the time frame indicated will be considered acceptance of the discipline imposed. The appeal shall specifically describe the part of the determination with which the staff member disagrees, such as:

NEW MEXICO SCHOOL BOARDS ASSOCIATION

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- Determination was founded upon error of construction or application of any pertinent regulations or policies.
- Determination was unsupported by any evidence as disclosed by the entire record.
- Determination was materially affected by unlawful procedure.
- Determination was based on violation of any statutory or constitutional right.
- Determination was arbitrary and capricious.
- The penalty was excessive.

The appeal shall be based on the record of the hearing. The supervising administrator, the Superintendent, or, when appropriate, the Governing Authority may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days. The decision upon appeal is final for all minor disciplinary actions.

**Termination Pursuant to  
22-10A-24 NMSA (1978)**

The following procedures will be used to impose any termination permitted under 22-10A-24 NMSA (1978) except that it does not apply to:

- A licensed school employee employed to fill the position of a licensed school employee entering military service;
- A licensed school employee who is employed as a licensed school administrator; or
- An unlicensed school employee employed to perform primarily District-wide management functions; or

- A person who does not hold a valid license or has not submitted a complete application for licensure within the first three (3) months from beginning employment duties.

***Step 1 - Notice:***

- Upon the Superintendent's determination of the existence of cause to terminate, and on or before fifteen (15) working days prior to the last day of the school year, the Superintendent shall notify the staff member of intent to terminate. The notice shall be in writing and shall be delivered in person or by first-class mail to the last address provided for personnel records. The notice shall include the following:
  - The statement that the employee has the right to request written reasons for the decision to terminate and such reasons shall be provided within ten (10) working days of such request.
- The reasons shall not be publicly disclosed by the administration or Governing Authority. *For a licensed employee who has not been offered and accepted a third-year contract for services and licensed educational assistants with less than one (1) year of employment the decision to terminate is not contestable under the School Personnel Act.*
  - For licensed employees who have been offered and accepted a third-year contract for service and licensed educational assistants employed for more than one (1) year the following appeal procedure shall apply.

***Step 2 - Appeal Requirements and Content:***

- Termination may be appealed to the Governing Authority by a professional staff employee who has been employed for more than two (2) consecutive years and licensed educational assistants employed for more than one (1) year by making a request to the Superintendent within five (5) working days of the date of receipt of the notice of termination requesting a meeting with the Governing Authority.
  - The appeal shall be granted if the employee responds to the Superintendent in writing within ten (10) working days of

receiving the reasons for termination with the following information:

- ▲ A statement of contention that the employee believes the decision is without just cause.
- ▲ A brief statement of the reasons why the staff member believes the decision is without just cause.
- ▲ A statement of the facts that the employee believes support this contention.

***Step 3 - Appeal Procedure:***

- The Governing Authority shall meet to hear the employee's statement in no less than five (5) or more than fifteen (15) working days after receipt of the statement.
- The hearing shall be conducted informally in accordance with the provisions of the Open Meeting Act.
  - Hearing Procedure:
    - ▲ The employee and the Superintendent may each be accompanied by a person of their choice.
    - ▲ The Superintendent shall present the factual basis for determination that just cause exists for the termination, limited to the reasons provided to the employee.
    - ▲ The employee shall present contentions, limited to the reason(s) why the licensed staff member believes the decision is without just cause.
    - ▲ Rebuttal to the employee's presentation may be presented as deemed relevant by the Governing Authority.
    - ▲ Witnesses called may be questioned by the Governing Authority, the Superintendent or an appointed representative, and the employee or an appointed representative.

- ▲ The Governing Authority may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable.
- ▲ No record shall be made of the hearing.
- The Governing Authority shall take such action as is necessary in accordance with the Open Meeting Act to uphold or deny the recommendation to terminate. The Governing Authority shall notify the employee and the Superintendent of its decision in writing within five (5) working days from the conclusion of the meeting.

**Termination - Arbitration Appeal Pursuant to 22-10A-25 NMSA (1978)**

An employee still aggrieved by a decision of the Governing Authority may appeal the decision to an arbitrator by doing the following:

- Submitting a written appeal to the Superintendent within five (5) working days from receipt of the Governing Authority's written decision or refusal to grant a hearing on the issue of termination.
- Accompanying the written appeal shall be a statement of particulars specifying the grounds on which it is contended that the decision was impermissible pursuant to subsection E of Section 22-10A-24 NMSA (1978).
- Including in the contentions a statement of facts supporting the contentions.

Failure of the employee to submit a timely appeal or a statement of particulars with the appeal shall disqualify the employee for any appeal and render the Governing Authority's decision on termination final.

If the arbitration appeal is timely and complete, the Governing Authority and the employee shall meet within ten (10) working days from the receipt of the request for an appeal and select an independent arbitrator, qualified in accord with the applicable statute, to conduct the appeal. If the parties fail to agree on an arbitrator, they shall request the presiding judge in the judicial district in which the employee's public school is located to select an independent arbitrator within five (5) working days of the date of the request.

NEW MEXICO SCHOOL BOARDS ASSOCIATION

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A de novo (new) hearing shall be conducted within thirty (30) working days of selection of the independent arbitrator. The arbitrator shall give written notice of the date, time and place of the hearing, sending such notice to the employee and Governing Authority.

The parties shall be provided a copy of the relevant portion of this policy which shall include:

- Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the arbitrator.
- The arbitrator may issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and has the power to administer oaths. Subpoenas issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action or in the manner provided by the American Arbitration Association's voluntary labor arbitration rules if that entity is used by the parties.
- The Governing Authority shall be required to prove by a preponderance of the evidence that just cause to discharge the employee existed at the time of the notice of intent to discharge the employee by the administration.
- Hearing Procedure:
  - The employee and the Governing Authority may each be accompanied by counsel.
  - The Governing Authority shall present the basis for determination that just cause exists for the discharge.
  - The employee shall present reason(s) why the recommendation is without just cause.
  - Either party shall be permitted to call witnesses and to introduce documentary evidence.
  - Witnesses called may be questioned by the Governing Authority or a representative, and the employee or a representative.

- Technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator may require reasonable substantiation of the statements or records tendered, the accuracy of truth of which is in reasonable doubt.
- A record shall be made of the hearing and each party may order the record at the expense of the party.
- The arbitrator shall notify the employee and the Governing Authority of the decision in writing within ten (10) working days from the conclusion of the arbitration hearing. The decision shall contain findings of fact and conclusions of law affirming or reversing the action of the Governing Authority.

The parties shall be guided by the statute and arbitrator as to the conduct of the hearing, each party bearing its own costs. The arbiter's fees and other expenses in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.

No official record shall be made of the proceeding but the party desiring a record may arrange for a record, paying the expense.

**Discharge per 22-10A-27 NMSA (1978)**

A licensed school employee may be discharged only for just cause following procedures as indicated below:

***Notice:***

- Upon the Superintendent's determination of the existence of cause to discharge, the Superintendent shall notify the licensed staff member of intent to recommend discharge. The notice shall state the cause for the recommendation and shall advise the employee of a right to a discharge hearing before the Governing Authority.
- The notice shall be in writing and shall be provided in accordance with the law for service of process in civil actions.
- If the licensed school employee does not exercise that right to hearing, the Superintendent shall discharge the licensed school employee.

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### ***Employee's Request for Hearing:***

- An employee who receives notice of intent to recommend discharge may exercise the right to a hearing before the Governing Authority by giving the Superintendent written notice of that election within ten (10) working days of receipt of the notice of intent to recommend discharge.
- The Governing Authority shall hold a discharge hearing no less than twenty (20) and no more than forty (40) working days after the receipt of the staff member's election of a hearing.

### ***Preliminary Information:***

- At least ten (10) days written notice of the date, time and place of the discharge hearing shall be provided to the employee with such notice in the same form as used in civil proceedings. The notice shall indicate the following:
  - Both the Superintendent and the licensed school employee may be accompanied by a person of their choice.
  - Each party is to complete and respond to discovery by deposition and production of documents prior to the hearing date established.
  - The Governing Authority may issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and has the power to administer oaths.
  - The Superintendent shall be required to prove by preponderance of the evidence that just cause to discharge the licensed school employee existed at the time of the notice of intent to discharge.
  - Procedure for the conduct of the hearing shall be as follows:
    - ▲ The Superintendent shall present the factual basis for determination that just cause exists for the termination based upon information available at the time the employee was given notice of the intent to discharge.

- ▲ The employee shall present reason(s) why the recommendation is without just cause.
  - ▲ Either party shall be permitted to call witnesses and to introduce documentary evidence.
  - ▲ Witnesses called may be questioned by the Superintendent or an appointed representative, and the employee or an appointed representative.
  - ▲ The Governing Authority may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable.
  - ▲ A record shall be made of the hearing and each party may have one (1) copy of the record at the expense of the Governing Authority.
- The Governing Authority shall notify the employee and the Superintendent of its decision in writing within twenty (20) days from the conclusion of the hearing. The Governing Authority shall take such action as is necessary in accordance with the Open Meeting Act.

**Discharge - Arbitration Appeal Pursuant to 22-10A-28 NMSA (1978)**

An employee aggrieved by a decision of the Governing Authority to discharge may appeal the decision to an arbitrator by doing the following: Submitting a written appeal to the Governing Authority within ten (10) working days from receipt of the written decision of the Governing Authority.

The Governing Authority may delegate responsibility for the arbitration to the Superintendent.

If the arbitration appeal is timely the Governing Authority (or Superintendent as delegee) and the employee shall meet within ten (10) working days from the receipt of the request for an appeal and select an independent arbitrator, qualified in accord with the applicable statute, to conduct the appeal. If the parties fail to agree on an arbitrator, they shall request the presiding judge in the judicial district in which the public school

is located to select an independent arbitrator within five (5) working days from the date of the request.

The hearing shall be conducted within thirty (30) working days of selection of the independent arbitrator. The arbitrator shall give written notice of the date, time and place of the hearing, sending such notice to the employee and Governing Authority.

The parties shall be provided a copy of the relevant portion of this policy which shall include:

- Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the arbitrator.
- The arbitrator may issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and has the power to administer oaths. Subpoenas issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action or in the manner provided by the American Arbitration Association's voluntary labor arbitration rules if that entity is used by the parties.
- The Governing Authority shall be required to prove by preponderance of the evidence that just cause to discharge the certificated employee existed at the time of the notice of intent to discharge the employee by the administration.
- Hearing Procedure:
  - The employee and the Governing Authority may each be accompanied by counsel.
  - The Governing Authority shall present the basis for determination that just cause exists for the discharge.
  - The employee shall present reason(s) why the recommendation is without just cause.
  - Either party shall be permitted to call witnesses and to introduce documentary evidence.

- Witnesses called may be questioned by the Governing Authority or a representative, and the employee or a representative.
  - Technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator may require reasonable substantiation of the statements or records tendered, the accuracy of truth of which is in reasonable doubt.
  - A record shall be made of the hearing and each party may order the record at the expense of the party.
- The arbitrator shall notify the employee and the Governing Authority of the decision in writing within thirty (30) working days from the conclusion of the arbitration hearing. The decision shall contain findings of fact and conclusions of law affirming or reversing the action of the Governing Authority.

Each party shall bear its own costs and expenses.

### **Additional Provisions and Conditions**

During the pendency of any hearing, neither the licensed staff member nor the supervising administrator shall contact the Superintendent or a Governing Authority member to discuss the merits of the supervising administrator's recommendation except as provided by this policy.

This policy addresses only discipline, termination or discharge and has no application to any of the following:

- Letters or memorandums directed to a licensed staff member containing directives or instructions for future conduct.
- Counseling of a licensed staff member concerning expectations of future conduct.
- Placing an employee on administrative leave with pay and assignment of the employee to home during work hours in order to conclude a review of the employee's actions or activities pending an administrative recommendation.

The Governing Authority shall file annually a record with the Secretary of Education of all terminations and discharges and all actions arising from terminations and discharges.

*Adopted:* date of manual adoption

LEGAL REF.: 10-7E-1 to 10-7E-26 NMSA (1978) Public Employee Bargaining Act  
10-15-1 NMSA (1978) Open Meeting Act  
22-5-4.3 NMSA (1978)  
22-10A-5 NMSA (1978)  
22-10A-24 NMSA (1978)  
22-10A-25 NMSA (1978)  
22-10A-26 NMSA (1978)  
22-10A-27 NMSA (1978) Discharge hearing; procedures  
22-10A-28 NMSA (1978) Appeals; independent arbitrator; qualifications; procedure; binding decision  
22-10A-29 NMSA (1978) Compensation payments to discharged personnel  
22-10A-30 NMSA (1978) Supervision and correction procedures  
22-10A-31 NMSA (1978) Denial, suspension and revocation of licenses  
22-10A-32 NMSA (1978) Licensed school employees; required training program  
6.60.9.9 NMAC Standards of Professional Conduct  
6.60.9.12 NMAC Reporting Requirements  
6.67.2.8 NMAC Notice of reemployment or termination of licensed personnel

CROSS REF.: DKA - Payroll Procedures/Schedules  
GBEB - Staff Conduct  
GCA - Professional Staff Positions

NEW MEXICO SCHOOL BOARDS ASSOCIATION

*Policy Services*  
28

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# Advisory 214

NEW MEXICO SCHOOL BOARDS ASSOCIATION

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29

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**DISCIPLINE, SUSPENSION, TERMINATION  
AND DISCHARGE OF  
SUPPORT STAFF MEMBERS**

**GDQD**

Unless limited by the provisions of a collective bargaining agreement or by other statutory provision, a public employer may:

- direct the work of, hire, promote, assign, transfer, demote, suspend, discharge or terminate public employees;
- determine qualifications for employment and the nature and content of personnel examinations;
- take actions as may be necessary to carry out the mission of the public employer in emergencies; and
- retain all rights not specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act.

For purposes of this policy:

- "Terminate" means, in the case of a noncertificated school employee, the act of severing the employment relationship with the employee.
- "Working day" means every calendar day, excluding Saturday, Sunday or legal holiday.
- "Administrative leave" means the assignment of an employee to the employee's home to await further instructions pending the outcome of an investigation or inquiry into the actions of the employee in order to avoid interference in the inquiry. The use of "administrative leave" is not a disciplinary action.

**Categories of Misconduct**

Staff members may be disciplined for infractions that include, but are not limited to, the following categories:

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*Policy Services*  
30

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• Absence without leave	• Incompetence or inefficiency
• Abuse of leave	• Insubordination
• Alcohol or drug impairment	• Neglect of duty
• Child abuse or molestation	• Unauthorized possession of a weapon on school grounds
• Discourteous treatment of the public	• Unauthorized use of school property
• Dishonesty	• Unlawful conduct
• Excessive absenteeism	• Use of illegal drugs
• Fraud in securing employment	• Violation of a directive of a supervisor
• Improper attitude	• Violation of a District policy or regulation

- Racialized aggression defined as any aggressive act which can be characterized, categorized or which appears as such to be racial in nature is prohibited. A link to a statewide hotline for reporting such incidents is provided on the District Website located at ( fill in web address for school district).

***General Provisions for Discipline are as follows:***

- *Informal consultation.* Nothing contained herein will limit a supervising administrator's prerogative to engage in informal consultation with an employee to discuss matters of concern related to the employee's performance, conduct, etc.
- *Persons authorized to impose discipline.* Any supervising licensed administrator who is the immediate or primary supervisor of a staff member is authorized to impose a penalty or penalties, short of termination.



- *Administrative discretion.* In adopting these policies/procedures, it is the intention of the District that they be interpreted and applied in a reasonable fashion. The policies are not intended to restrict or eliminate the discretion traditionally afforded to supervising administrators to determine whether discipline is appropriate. Administrators are therefore directed to continue to use reasonable discretion in determining whether a particular alleged violation merits discipline.
- *Right not to impose discipline.* The District reserves the right not to discipline a staff member for conduct that violates this policy.
- *Additional reasons for discipline.* A staff member may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.
- *Amendments.* The District reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.
- *Severability.* If any provision of this policy is held to be invalid for any reason, such action shall not invalidate the remainder of this policy. If any provision of this policy conflicts with any provisions in any other policies adopted by the District, the provisions of this policy shall prevail.

### **Minor Discipline**

Minor disciplinary action includes, without limitation thereto, removal from the grounds, written warning, written reprimand, or suspension. Minor disciplinary action shall be imposed by the staff member's administrative supervisor upon informing the employee of any violations of state or federal statutes, policies, rules or the New Mexico code of ethics and offering a hearing and opportunity to express the employee's side of the issue before implementing the disciplinary action. The disciplinary action shall be confirmed in writing to the employee. The discipline may only be appealed to the next level of administration. The hearing procedure shall be as follows.

#### ***Step 1 - Notice and Hearing:***

- Upon the supervising administrator's determination of the existence of cause to impose discipline, the supervising administrator shall notify

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*Policy Services*

32

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the staff member of intent to impose discipline, the conduct or omission on the part of the staff member that constitutes the reason for discipline, and provide the employee an opportunity to explain the employee's side of the issue. A reasonable effort to determine the circumstances of the incident will be made. The discipline may be imposed immediately or following any further investigation.

***Step 2- Decision (in writing):***

- At the hearing, or within seven (7) working days following the hearing, the supervising administrator shall inform the employee in writing of the disciplinary action, if imposed and summarize the discussion at the hearing.

**Appeal of Minor Discipline**

A staff member who wishes to object to a minor disciplinary action shall submit a written appeal request to the supervisor's superior within five (5) work days of receiving notice of the disciplinary action. Failure to request the appeal in the time frame indicated will be considered acceptance of the discipline imposed. The discipline shall be suspended if the appeal is timely made. The appeal shall specifically describe the part of the determination with which the staff member disagrees, such as:

- Determination was founded upon error of construction or application of any pertinent regulations or policies.
- Determination was unsupported by any evidence as disclosed by the entire record.
- Determination was materially affected by unlawful procedure.
- Determination was based on violation of any statutory or constitutional right.
- Determination was arbitrary and capricious.
- The penalty was excessive.

The appeal shall be based on the staff member's submission as listed above and the summary of the hearing made by the supervisor. The supervising

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*Policy Services*

33

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administrator, the Superintendent, or, when appropriate, the Governing Authority may, at the conclusion of the appeal, uphold the discipline, modify the decision, or refer the matter back to the level from which it was appealed for rehearing and additional information. Such decision, along with specific direction as to the effective date of any discipline, shall be communicated to the staff member within a reasonable amount of time following the appeal, not to exceed seven (7) working days. The decision upon appeal is final for all minor disciplinary actions.

### **Termination Pursuant to 22-10A-24 NMSA (1978)**

The following procedures will be used to impose any termination permitted under 22-10A-24 NMSA (1978) except that it does not apply to:

- A noncertificated school employee employed to perform primarily District-wide management. (22-10A-26 NMSA)

#### ***Step 1 - Notice:***

- Upon the Superintendent's determination of the existence of cause to terminate, the Superintendent shall notify the staff member of intent to terminate. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:
  - The statement that the employee has the right to request written reasons for the decision to terminate and such reasons shall be provided within five (5) working days of such request.
- The reasons shall not be publicly disclosed by the administration or Governing Authority. *A local Board may terminate a nonlicensed school employee with less than one (1) year of employment for any reason it deems sufficient.*
  - For a nonlicensed school employee who has been employed for more than one (1) year the following appeal procedure shall apply.

#### ***Step 2-3 Appeal Requirements and Content:***

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*Policy Services*  
34

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- Termination may be appealed to the Governing Authority by a nonlicensed school employee who has been employed for more than one (1) year by making a request to the Superintendent within five (5) working days of the date of receipt of the notice of termination requesting reasons for the termination decision and a meeting with the Governing Authority.
  - The appeal shall be granted if the employee responds to the Superintendent in writing within ten (10) working days of receiving the reasons for termination with the following information:
    - ▲ A statement of contention that the employee believes the decision is without just cause.
    - ▲ A brief statement of the reason(s) why the staff member believes the decision is without just cause.
    - ▲ A statement of the facts that the employee believes support this contention.

***Step 4 - Appeal Procedure:***

- The Governing Authority shall meet to hear the employee's statement in no less than five (5) or more than fifteen (15) working days after receipt of the statement.
- The hearing shall be conducted informally in accordance with the provisions of the Open Meeting Act.
  - Hearing Procedure:
    - ▲ The employee and the Superintendent may each be accompanied by a person of their choice.
    - ▲ The Superintendent shall present the factual basis for determination that just cause exists for the termination, limited to the reasons provided to the employee.
    - ▲ The employee shall present contentions, limited to the reason(s) why the staff member believes the decision is without just cause.

- ▲ Rebuttal to the employee's presentation may be presented as deemed relevant by the Governing Authority.
- ▲ Witnesses called may be questioned by the Governing Authority, the Superintendent or an appointed representative, and the employee or an appointed representative.
- ▲ The Governing Authority may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable.
- ▲ No record shall be made of the hearing.
- The Governing Authority shall take such action as is necessary in accordance with the Open Meeting Act to uphold or deny the recommendation to terminate. The Governing Authority shall notify the employee and the Superintendent of its decision in writing within five (5) working days from the conclusion of the meeting.

**Termination - Arbitration Appeal Pursuant to 22-10A-25 NMSA (1978)**

An employee still aggrieved by a decision of the Governing Authority may appeal the decision to an arbitrator by doing the following:

- Submitting a written appeal to the Superintendent within five (5) working days from receipt of the Governing Authority's written decision or refusal to grant a hearing on the issue of termination.
- Accompanying the written appeal shall be a statement of particulars specifying the grounds on which it is contended that the decision was impermissible pursuant to subsection E of Section 22-10A-24 NMSA (1978).
- Including in the contentions a statement of facts supporting the contentions.

Failure of the employee to submit a timely appeal or a statement of particulars with the appeal shall disqualify the employee for any appeal and render the Governing Authority's decision on termination final.

If the arbitration appeal request is timely and complete, the Governing Authority and the employee shall meet within ten (10) working days from the receipt of the request for an appeal and select an independent arbitrator, qualified in accord with the applicable statute, to conduct the appeal. If the parties fail to agree on an arbitrator, they shall request the presiding judge in the judicial district in which the employee's public school is located to select an independent arbitrator within five (5) working days of the date of the request.

A de novo (new) hearing shall be conducted within thirty (30) working days of selection of the independent arbitrator. The arbitrator shall give written notice of the date, time and place of the hearing, sending such notice to the employee and Governing Authority.

The parties shall be provided a copy of the relevant portion of this policy which shall include:

- Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the arbitrator.
- The arbitrator may issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and has the power to administer oaths. Subpoenas issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action or in the manner provided by the American Arbitration Association's voluntary labor arbitration rules if that entity is used by the parties.
- The Governing Authority shall be required to prove by a preponderance of the evidence that just cause to discharge the employee existed at the time of the notice of intent to discharge the employee by the administration.
- Hearing Procedure:

- The employee and the Governing Authority may each be accompanied by counsel.
  - The Governing Authority shall present the basis for determination that just cause exists for the discharge.
  - The employee shall present reason(s) why the recommendation is without just cause.
  - Either party shall be permitted to call witnesses and to introduce documentary evidence.
  - Witnesses called may be questioned by, the Governing Authority or a representative, and the employee or a representative.
  - Technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator may require reasonable substantiation of the statements or records tendered, the accuracy of truth of which is in reasonable doubt.
  - A record shall be made of the hearing and each party may order the record at the expense of the party.
- The arbitrator shall notify the employee and the Governing Authority of the decision in writing within ten (10) working days from the conclusion of the arbitration hearing. The decision shall contain findings of fact and conclusions of law affirming or reversing the action of the Governing Authority.

The parties shall be guided by the statute and arbitrator as to the conduct of the hearing, each bearing their own costs. The arbiter's fees and other expenses in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.

*Adopted:* date of manual adoption

LEGAL REF.: 22-5-4.3 NMSA (1978)  
 22-10A-24 NMSA (1978)  
 22-10A-25 NMSA (1978)  
 22-10A-26 NMSA (1978)

CROSS REF.: DKA - Payroll Procedures/Schedules

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 38

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## **Relevant Statutes and Citations**

At the following string **New Mexico State School Discipline Laws and Regulations as of January 31, 2020** prepared by:

Child Trends  
7315 Wisconsin Avenue  
Suite 1200W  
Bethesda, Maryland 20814  
EMT Associates, Inc.  
1631 Creekside Drive  
Suite 100  
Folsom, California 95630

The discipline laws and regulations presented in this compilation have been categorized by type of specific discipline issue covered, according to an organizational framework developed by the National Center for Safe and Supportive Learning Environments (NCSSLE). It may be useful as a reference source so long as the latest advisory changes from Policy Services are considered

**<https://safesupportivelearning.ed.gov/sites/default/files/discipline-compendium/New%20Mexico%20School%20Discipline%20Laws%20and%20Regulations.pdf>**

**House Bill 29**      **<https://nmlegis.gov/Sessions/21%20Regular/final/HB0029.pdf>**

**House Bill 43**   **<https://nmlegis.gov/Sessions/21%20Regular/final/HB0043.pdf>**

**Senate Bill 80**   **<https://nmlegis.gov/Sessions/21%20Regular/final/SB0080.pdf>**

Should the above string links leading to the bills being discussed not go directly to the bill, copy the string which follows the bill number, enter it into your browser and press enter. The browser should take you to the bill.

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# POLICY SERVICES ADVISORY

Volume 20, Number 2

May 2021

## CONTENTS

**Policy Advisory No. 215 .....JFB – Open Enrollment**

**Policy Advisory No. 216 .....IHB – Special Instructional Programs**  
**.....IHB-E – Special Instructional Programs**

**Policy Advisory No. 217 .....BID – Board Member Compensation and Expenses**

**Policy Advisory No. 218 .....DKC – Expense Authorization / Reimbursement**

**Policy Advisory No. 219 .....JCLA – Physical Examinations of Students**

### Policy Advisory Discussion

**Policy Advisory No. 215. JFB – Open Enrollment.** Senate Bill 272 requires that NMSA 22-1-4 regarding open enrollment be modified to allow military families to enroll school-age children prior to their physical presence in the state under the first enrollment priority.

For those not familiar with why policy JFB (Open Enrollment) appears to be very complex, the following explanation is provided. Any application, reference to handicap condition or selection for open enrollment based upon a

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student's qualification for Special Education Services or Section 504 modifications would be a discriminatory act in violation of federal law on non-discrimination and equal opportunity in relation to disability as found in policy AC (Non-discrimination / Equal Opportunity). Students with disabilities under federal law are to be considered by grade level educational placement and not by disability, though special provisions for disability may be required. To avoid that circumstance, Policy Services has prepared a policy which places all resident and non-resident students (priorities being considered) within grade level groups and to be admitted upon the use of a random selection process. Contrary to what some may understand, a student may not be omitted from open enrollment simply because the district does not have a program to accommodate their disability. Considering the federal non-discrimination position and the open enrollment statute, the limits as to when applications can be made along with the random selection process in the suggested policy allows for some management of admission. The randomness of the policy ensures that a district with notable services in certain areas is not targeted by parents because of the service. Under the random selection process of the suggested policy there would be no opportunity for discrimination to take place. Also note that the policy includes the opportunity for students to enroll outside of the open enrollment period if there is still room based upon the availability of capacity.

Many districts have chosen to use a local open enrollment policy. Policy Services would caution against such action because it is likely that this will be challenged given the knowledge and perseverance of parents of student's with disabilities and their advocates. If these issues are not of concern to the district, a local policy can be established and maintained. Keep in mind, if a student is attending the district under open enrollment, the district must provide the special services necessary under the requirements of special education and Section 504.

The only changes to the model policy JFB are in the area of military family allowances per Senate Bill 272 and omission of a legal citation that has been repealed. Both Regulation JFB-R and Exhibit JFB-E have no changes but are required for the implementation of the policy. For those adopting this advisory, please consider the dates highlighted in the Section titled Information and Application on when applications are accepted and provide those along with the date of adoption upon approval by your Local Board of Education.

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**Policy Advisory No. 216. IHB, IHB-E – Special Instructional Programs.** House Bill 222 titled the Special Education Ombud Act places a requirement on school districts to post and distribute information regarding the new Ombud Act. Policy Services has provided the policy guidance for this requirement in both the policy and in the exhibit.

The policy IHB was originally developed several years ago following the Special Education Bureau posting requirements for school districts to modify and adopt an on-line model set of special education requirements. With the Bureau's approval, Policy Services referenced the Bureau's on-line model as modified by the local school district, a large document, rather than adding to the also large policy manual. The policy IHB is, in general, a summary document, outlining only minimal requirements of the Federal Act. The last paragraph of the policy references the State required document. The exhibit IHB-E contains the Federal Regulations at 34 C.F.R. 300.504 on Procedural Safeguards notice. The Ombud Act compliance information is contained as a heading following the Procedural Safeguards.

What districts should remember and take action to implement are the following directions required by the act:

- Post a notice regarding the "Ombud Act" containing a description of services, name, address and phone number of the office in a conspicuous location and on the school website (form to be approved by the Ombud Act office) as well as:
  - Distribute information regarding the state Ombud Act every school year.
  - Provide information as a part of the annual individual education plan process prior to each year's plan meeting.

Since the Ombud Act has not been codified (given a statutory numerical designation) by the New Mexico Compilation Commission at the time this advisory was written, the designation and link will be added to each policy upon adoption and submission to each district's on-line policy manual.

**Policy Advisory No. 217. BID – Board Member Compensation and Expenses.** The changes to 10-8-3 and 10-8-4 by Senate Bill 345 relate to a new definition of attendance applying to Board members of a local public body, public officers or public officials who are appointed by a local public body and employees of the local public body. Non-salaried public officers or

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officials, which include Board members and those public officials appointed by the Board as defined in revised NMSA 10-8-3, are to be reimbursed for per diem and mileage rates per NMSA 10-8-4 as revised.

In accord with 6.20.2.19 NMAC each school district is instructed to establish and implement written policies and procedures for travel and training. Travel policies and procedures shall be in compliance with the Per Diem and Mileage Act, Sections 10-8-1 through 10-8-8, NMSA 1978, and department of finance and administration (DFA) regulations. To include all the requirements of 10-8 and the DFA regulations would entail inclusion of regulations that change almost yearly and are already provided in a Manual of Procedures titled PSAB Supplement 20 Training and Travel. Policy Services has chosen to highlight the requirements with references linked to the actual Statutes 10-8-1 through 10-8-8 and the Manual of Procedures titled PSAB Supplement 20 Training and Travel.

The changes to 10-8-3 and 10-8-4 by Senate Bill 345 relate to a new definition of attendance applying to Board members of a local public body, public officers or public officials who are appointed by a local public body and employees of the local public body. Non-salaried public officers or officials, which include Board members and those public officials appointed by the Board as defined in revised NMSA 10-8-3, are to be reimbursed for per diem and mileage rates per NMSA 10-8-4 as revised.

The significant changes are that a Board member, Public Officer or Public Official who attends a board or committee meeting for less than four (4) hours or a virtual meeting of any duration during a single calendar day, shall receive a per diem of forty-five dollars (\$45). If the officer physically attends a board or committee meeting for four (4) hours or more during a single calendar day they shall receive a per diem of ninety-five (\$95) dollars. At this point the statute indicates that mileage rate reimbursements are to be in accord with the Internal Revenue Service standard rate set January 1 of the previous year for miles traveled in a privately owned vehicle or eighty-eight cents (\$.88) in a privately owned airplane under certain conditions cited in NMSA 10-8-4 D. Thereafter, the statute indicates that reimbursement for actual meals and incidentals shall not exceed the maximum amounts for in-state and out-of-state travel established by the Department of Finance and Administration (DFA). The travel mileage is always subject to being calculated from the post of the Officer, Official or employee. The post of a Board Member is always their home while that of an employee is their assigned station.

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4

That having been the general changes of the two statutory sections, the policies will simply state these factors with a linked reference to the statutes and regulations as being a part of the policy by such reference. It is suggested that the business office or other office responsible for approval of travel in each district maintain copies of the latest versions of the statutes and regulations and make them available to Public Officers, Officials, and staff.

***Policy Advisory No. 218. DKC – Expense Authorization and Expenses.*** The following explanation is similar to the previous explanation for Board members in Policy Advisory No. 217. The difference is that there are definitions changed by Senate Bill 345 that apply in policy BID that do not apply in policy DKC. Certain changes regarding meals and lodging have changed for both of these policies.

In accord with 6.20.2.19 NMAC, each school district shall establish and implement written policies and procedures for travel and training. Travel policies and procedures shall be in compliance with the Per Diem and Mileage Act, Sections 10-8-1 through 10-8-8, NMSA 1978, and department of finance and administration (DFA) regulations. To include all the requirements of 10-8 and the DFA regulations would entail inclusion of regulations that change almost yearly and are already provided in a Manual of Procedures titled PSAB Supplement 20 Training and Travel. Policy Services has chosen to highlight the requirements with references linked to the actual Statutes 10-8-1 through 10-8-8 and Manual of Procedures titled PSAB Supplement 20 Training and Travel.

Statute indicates that mileage rate reimbursements are to be in accord with the Internal Revenue Service standard rate set January 1 of the previous year for miles traveled in a privately owned vehicle or eighty-eight cents (\$.88) in a privately owned airplane under certain conditions cited in NMSA 10-8-4 D. Thereafter, the statute indicates that reimbursement for actual meals and incidentals shall not exceed the maximum amounts for in-state and out-of-state travel established by the Department of Finance and Administration (DFA). The policies will simply state these factors with a linked reference to the statutes and regulations and that all are part of the policy by such reference. It is suggested that the business office or other office responsible for approval of travel in each district maintain copies of the latest versions of the statutes and regulations and make them available to Public Officers, Officials, and staff.

**Policy Advisory No. 219. JLCA – Physical Examinations of Students.** House Bill 308, **passed by the legislature in 2019**, required the preparation of rules by the Public Education Department (PED) to implement a requirement for dental examinations for all new enrollees in the New Mexico schools after July 1, 2021. The policy provides the basic information of the Statute and Rule. There are some parts of the implementation that will require other actions by the districts.

Keep in mind that the collection of satisfactory evidence of dental examination or the waiver is for the initial registration of the student in a New Mexico school or district. It is not required for continuing students after first time enrollment. Thus, this information will have to be forwarded to other schools when a student transfers, otherwise there will be confusion regarding this issue from school to school.

The rules provide an exception for an informed opt-out process based on parent or guardian understanding of the risks associated with not having a dental examination. The department is to provide extensive education statewide for parents and guardians explaining the requirements for dental examination and providing information regarding where they may receive referrals to dental health care professionals statewide who are authorized to perform dental examinations in accordance with those rules.

The statute requires satisfactory evidence and a form signed by the parent or guardian that the risk is understood and that the parents opt not to obtain the dental examination. The rule, on the other hand, requires that the districts have the parents sign a "student dental examination waiver" which is to be a **designated field within a school district's enrollment application**. This addition to the statutory requirement is logical because of the issue of transfers among districts and even schools within a district. The rule also requires that the information be collected, stored and reported for newly enrolled students only with the end of year student data by enrolled 'with evidence' or enrolled 'with waiver opted.' The enrollment application requirement may require extensive changes to the enrollment forms and procedures which schools have systemized and many have placed on line. There may also be difficulty and additional time required to retrieve information from a larger document than a separate standard form. Policy services suggests that this is something the school nurse should accumulate from the records.

**Be prepared to hand out information and refuse enrollment of a student who is enrolling in a New Mexico school for the first time based upon this new law. It may cause additional work and financial concern in follow up and lost days of student attendance.**

**Materials of a legal nature in support of this advisory may be found following the text of the policies or at the websites cited.** If you have any questions, or requests call Policy Services at (505) 469-0193 or E-mail Dr. Donn Williams, Policy Services Director at [nmsbapolicy@cox.net].

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# Advisory 215

*NEW MEXICO SCHOOL BOARDS ASSOCIATION*

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**OPEN ENROLLMENT**

The District has an open-enrollment program as set forth in 22-1-4 NMSA 1978.

**Enrollment Options**

District resident pupils may enroll in another school district or in another school within this District. Pupils may enroll in schools within this District, subject to the procedures that follow.

**Information and Application**

The Superintendent shall prepare and distribute the District's application process, standards for acceptance or rejection, and policies, regulations, and procedures for open enrollment. The packet will be made available to everyone who requests it.

For non-Title I schools, notice provided to parents must incorporate the open enrollment provision that students from schools identified for improvement are considered to have higher priority when considering transfer requests. If funding from non-federal (state or local sources) is not available, parents should also be notified that funding of transportation is not possible.

Any eligible New Mexico resident may seek open enrollment by completing and submitting an enrollment application form. Applicants may be selected or receive early placement on the waiting list for enrollment if their applications are received between **March 1 and April 30** prior to the beginning of each school year. Those applications received after this period will be added to a waiting list in the order that they are received and may be considered following the placement of students already on waiting lists by grade and enrollment preference categories. All nonresident transfer pupils enrolled and pupils seeking enrollment must reapply yearly.

Transfers shall be made at the beginning of a semester. If an emergency arises or reasonable justification can be provided, the school principal will review a request for variance. In the event the principal negates the

request, the matter may be presented to the Superintendent and ultimately to the Board for a decision. Transfer students will be expected to remain in the school of their choice until the close of the semester in which they are enrolled. Nothing in this open enrollment policy shall prevent the District from placing a pupil at any time in a school based upon the best interest of the student and school provided capacity is available.

### **First Priority Placement and Excess Capacity**

The Superintendent shall annually estimate how much excess capacity may exist to accept transfer pupils. The estimate of excess capacity shall be made for each school and grade level and shall take into consideration:

- District resident pupils in assigned school attendance areas.
- Pupils who were enrolled in the school the previous year and relocated because their parents were deployed as active duty members of the United States armed forces or national guard or children of a military family who will be attending school in the district during the upcoming year.
  - Those children of military families relocated to New Mexico by official order may enroll their children in public school prior to their actual physical presence in the district.
  - The school district shall accept electronic applications for enrollment in any school or program.
  - The school district shall provide the applicant with relevant materials regarding attendance and participation.
  - The school district shall preregister the student in anticipation of the student's enrollment provided the student's parent provides proof of residence in the district within forty-five (45) days of published arrival.
- Homeless pupils who were enrolled in the school as a school of origin (A school of origin means the school that the student attended when permanently housed or the school in which the student was last enrolled.)
- The enrollment of eligible children of certificated employees. (In order to encourage qualified certificated employees to join the staff, children

of certificated employees will be enrolled if space is available per 22-12-5 NMSA.)

The estimate of excess capacity shall be made for each school and grade level and shall be based upon 22-10A-20 NMSA 1978 regarding teacher/student ratios with consideration for school growth factors.

The determination of excess capacity shall be made following class size estimates of expected enrollment of those residents within each school attendance area the previous semester and those listed bullets found above.

### **Enrollment Priorities**

If the Superintendent has determined that there is excess capacity to enroll additional pupils, such pupils shall be selected on the basis of designated priority categories by grade from the pool of pupils:

- Who have properly completed and submitted applications; *and*
- Who meet admission standards.

Enrollment priorities and procedures for selection shall be in the order and in accordance with the following:

- Second (2nd) enrollment priority shall be given to pupils who request a transfer from a public school through the process adopted by regulation of the Superintendent and placed in classes or on a waiting list in order of selection.
- Third (3rd) enrollment priority shall be given to those who previously attended the public school or on a waiting list in order of selection.
- Fourth (4th) enrollment priority shall be given to all other applicants. If capacity is not available, selection shall be in order of selection.
- A student who falls in enrollment priorities of previously attended the public school or a private school shall be given each of the following circumstances subject to capacity available:
  - after-school child-care for students;
  - child-care for siblings of students attending the public school;
  - children of non-certificated employees employed at the public school;
  - extreme hardship;
  - location of a student's previous school;

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- siblings of students already attending the public school; and
- student safety.
- Enrollment shall be given to out-of-state residents after all others and tuition shall be charged only if indicated by application of NMSA 22-12-5.

### **Admission Standards**

A student who has been expelled during the last twelve (12) months by any school district or private school in the United States or who has exhibited behavior detrimental to the welfare or safety of other students or school employees imposed by any other school or school district in the United States within the last twelve (12) months shall not be admitted. Acceptance for enrollment may be revoked re-enrollment denied upon finding the existence of any of these conditions.

### **Notification**

Notification shall be given prior to the beginning of the semester if possible, for those selected on the basis of (1) the student's enrollment priority category by grade, and then (2) the order of the student's entry on the waiting list.

The District shall notify the emancipated pupil, parent, or legal guardian in writing whether the applicant has been accepted, placed on a waiting list pending the availability of capacity, or denied enrollment. If the applicant is placed on a waiting list, the notification shall inform the emancipated pupil, parent, or legal guardian of the time when it will be determined whether there is capacity for additional enrollment in a school. If the pupil's application is rejected, the reason for the rejection may be stated in the notification.

### **Exception**

Should there be excess capacity by grade level remaining for which no applications were submitted by the dates established for initial applications, the Superintendent shall authorize additional enrollment of pupils:

- Up to the determined capacity.
- On the basis of the order of the completed applications submitted after the notification of

- Without regard to enrollment preference.
- As long as admission standards are met.

### **Hearing and Appeal Procedure for Denial of Enrollment**

A student may appeal the denial of enrollment or re-enrollment for attendance by requesting a hearing with the Superintendent of Schools within ten (10) days of receiving notification. Such hearing shall be on an informal basis, providing the student the opportunity to present factual information that would contradict the information leading to the denial. An electronic record shall be made of the hearing. Upon completion of the hearing the Superintendent shall render a decision in writing. The student may request that the decision of the Superintendent be reviewed by the Board within five (5) days of receipt of the Superintendent's decision. The Board shall receive the request and review the record to determine if the Superintendent's decision to deny enrollment was based upon reasonable information of expulsion or detrimental behavior as provided for in 22-1-4 NMSA 1978. A determination by the Board that the reasons were within statutory guidelines would affirm the Superintendent's decision, a determination to the contrary would allow the enrollment or re-enrollment if the student based upon the priorities of this policy.

*Adopted:* date of manual adoption

LEGAL REF.: 22-1-4 NMSA (1978)  
 22-10A-20 NMSA (1978)  
~~22-12-5 NMSA (1978)~~  
 6.10.3.1 NMAC *et seq.*  
 6.42.2.8 NMAC  
 42 U.S.C. 11301, McKinney-Vento Homeless Assistance  
 Act of 2001, as amended by the Every Student  
 Succeeds Act (ESSA) of 2015

CROSS REF.: EEAA - Walkers and Riders  
 JF - Student Admissions  
 JFAA - Admission of Resident Students  
 JFAB - Admission of Nonresident Students  
 JFABD - Admission of Homeless Students  
 JG - Assignment of Students to Classes and Grade Levels

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13

**REGULATION****REGULATION****OPEN ENROLLMENT****Selection Process**

All applicants will be accepted if there is sufficient capacity. If there is insufficient capacity, applicants will be selected from the submitted applications for enrollment in a school in accordance with a random selection process by enrollment priority and grade level except where policy may indicate otherwise. After June 1, pupils shall be selected for enrollment from the waiting list by enrollment priority in the order in which the pupils were placed on the waiting list through the random selection process, or as otherwise provided by policy.

**Procedure**

The procedure for selection shall be as follows:

- The applicants will be divided by priority categories and grade level, have their names placed on separate pieces of paper and the papers placed in a container. Names will be drawn by priority categories and numbered in the order in which they are drawn. All applications properly submitted will be drawn and numbered for enrollment consideration. The applicants whose names are selected in order, up to the capacity limitations established, shall be permitted to enroll in the school and grade level. All others drawn will be placed on a waiting list with priority in accord with the lowest number.

**EXHIBIT**

**EXHIBIT**

**OPEN ENROLLMENT**

**ATTENDANCE APPLICATION**

**File this application at the School District office**

Student's name

\_\_\_\_\_ Last First M.I.

Current grade \_\_\_\_\_ Birth date \_\_\_\_\_ Home phone \_\_\_\_\_

Work phone \_\_\_\_\_ Message phone \_\_\_\_\_

Parent's name

\_\_\_\_\_ Last First M.I.

Home address \_\_\_\_\_

City \_\_\_\_\_ Street \_\_\_\_\_ Zip \_\_\_\_\_

*(P.O. Box is not acceptable as an address)*

E-mail address \_\_\_\_\_

The above-named student:

- resides outside the School District but within NM; *or*
- resides within the School District

**Present school of attendance**

School \_\_\_\_\_ District \_\_\_\_\_

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City \_\_\_\_\_ County \_\_\_\_\_

**Request assignment to:** \_\_\_\_\_  
School

Is the above-named student:

Expelled or long-term suspended from any school or school district within the last twelve (12) months?

Yes  No

Subject to expulsion or long-term suspension from a school or school district within the last twelve (12) months?

Yes  No

In compliance with a condition of disciplinary action in any school or school district within the last twelve (12) months?

Yes  No  N/A

*Note:* The following conditions apply to the open-enrollment program:

1. An attendance application must be completed and submitted.
2. Enrollment is subject to the capacity limit established for the school and/or its grade levels.
3. The parent or legal guardian will be notified in writing whether the application has been accepted, rejected, or placed on a waiting list.
4. *Transportation* for the student shall be the responsibility of the parent or legal guardian.
5. Providing false information on this form may result in the application being denied or admission being revoked.

The signatory affirms that the student will abide by the rules, standards, and policies of the school and the District if enrolled.

\_\_\_\_\_

Signature of Parent or Legal Guardian

Date

**FOR DISTRICT USE ONLY ♦ DO NOT WRITE BELOW THIS LINE**

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16

Student number \_\_\_\_\_  
\_\_\_\_\_

Date stamp

Filing Date

Accepted  Placed on waiting list

Principal

Date

Rejected - Reason for rejection \_\_\_\_\_

Copies sent by school to applicant and Superintendent's office.

Date sent \_\_\_\_\_

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17

# Advisory 216

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**SPECIAL INSTRUCTIONAL PROGRAMS**

A long-range plan will be the basis for providing special education services for students with exceptional needs and education requirements. These services may include specialized programs, personnel, facilities, materials, and equipment needed to promote the individual physical, social, intellectual, and emotional growth of exceptional students.

The Superintendent shall develop procedures that provide educational opportunities for individuals with disabilities and that accomplish District compliance with federal laws including the Individuals with Disabilities Education Act (IDEA), the New Mexico revised statutes, and the lawful regulations of the Secretary of Public Education. Such procedures shall include, but not be limited to, the following provisions:

- All children with disabilities aged birth (0) through twenty-one (21) years within the District's jurisdiction are to be identified, located, and evaluated including children attending religious or private schools who are in need of special education and related services.
- A free appropriate public education (FAPE) shall be available to all children with disabilities aged three (3) through twenty-one (21) years within the District's jurisdiction, including children advancing from grade to grade, those who have been suspended or expelled from school in accordance with the applicable IDEA rules and regulations, and any child with a disability the District has placed in or referred to a private school or facility. The District may refer to and contract with approved public or private agencies as necessary to ensure the provision of FAPE for children with disabilities.
- A full individual evaluation encompassing existing and additional data shall be conducted for each child to determine if the child is a child with a disability and the educational needs of the child before the initial provision of special education and related services. A reevaluation of each child shall be conducted at least every third year.

- An individualized education program (IEP) shall be developed and implemented for each eligible child served by the District and for each eligible child the District places in or refers to a private school or facility. An IEP or an individualized family service plan (IFSP) will be in place for each child with a disability prior to the provision of FAPE.
- To the maximum extent appropriate, opportunities for the least restrictive setting, inclusion in educational exercises with regular program students, and for interaction with the total school environment will be provided to exceptional students, the exception to be only when the student's condition, with supplementary aids and services, make such regular class education unsatisfactory.
- All required procedural safeguards must be guaranteed to the exceptional students and their parents. The parents will be provided with notices of procedural safeguards in each specified instance and all due process conditions will be satisfied with respect to the provision of a free appropriate public education.
- Post a notice regarding the "Ombud Act" containing a description of services, name, address and phone number of the office in a conspicuous location and on the school website (form to be approved by the Ombud Act office) as well as:
  - Distribute information regarding the state Ombud act every school year.
  - Provide information as a part of the annual individual education plan process prior to each year's plan meeting.
- The District shall follow the established state and federal standards to protect the confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages.
- To the extent essential to provide FAPE to children with disabilities aged three (3) through twenty-one (21), extended school year (ESY) services shall be made available and implemented as necessary.
- Criteria for the graduation of exceptional students, including accomplishment in reading, writing, and mathematics, shall be as specified in the District policy on graduation requirements. Such

standards shall be equivalent to or greater than those established by the Secretary of Public Education.

- Each year conduct a review of the reasonable and acceptable ratio of students per teacher for each disability category.
- The discipline of exceptional students, and unevaluated students suspected of having a qualifying disability, is to be conducted in such a manner as to comply with FAPE and requirements of the IDEA.

The Superintendent is authorized and directed to establish procedures for the implementation of the New Mexico Policies and Procedures prepared by the Public Education Department Special Education Bureau and as modified for local circumstances, and to document District compliance with the law and this policy. The New Mexico Policy and Procedures will be made available to staff members and to parents as necessary to enhance compliance.

*Adopted:* date of manual adoption

LEGAL REF.: Special Education Ombud Act  
22-13-6 NMSA (1978)  
20 U.S.C. 1400 *et seq.*, Individuals with Disabilities  
Education Act  
29 U.S.C. 794, Rehabilitation Act of 1973, Section 504

CROSS REF.: IIB - Class Size  
IKE - Promotion, Retention, and Acceleration of Students  
IKF - Graduation Requirements  
JKD - Student Suspension/Expulsion  
JR *et seq.* - Student Record  
IHBC - Programs for at Risk Disadvantage Students

**EXHIBIT****EXHIBIT****SPECIAL INSTRUCTIONAL PROGRAMS****PROCEDURAL SAFEGUARDS NOTICE**

The Federal Regulations at 34 C.F.R. 300.504 on Procedural safeguards notice read as follows:

"Sec. 300.504 Procedural safeguards notice.

- (a) General. A copy of the procedural safeguards available to the parents of a child with a disability must be given to the parents, at a minimum--
  - (1) Upon initial referral for evaluation;
  - (2) Upon each notification of an IEP meeting;
  - (3) Upon reevaluation of the child; and
  - (4) Upon receipt of a request for due process under Sec. 300.507.
- (b) Contents. The procedural safeguards notice must include a full explanation of all of the procedural safeguards available under Secs. 300.403, 300.500-300.529, and 300.560-300.577, and the State complaint procedures available under Secs. 300.660-300.662 relating to--
  - (1) Independent educational evaluation;
  - (2) Prior written notice;
  - (3) Parental consent;
  - (4) Access to educational records;
  - (5) Opportunity to present complaints to initiate due process hearings;
  - (6) The child's placement during pendency of due process proceedings;
  - (7) Procedures for students who are subject to placement in an interim alternative educational setting;

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*Policy Services*

22

- (8) Requirements for unilateral placement by parents of children in private schools at public expense;
  - (9) Mediation;
  - (10) Due process hearings, including requirements for disclosure of evaluation results and recommendations;
  - (11) State-level appeals (if applicable in that State);
  - (12) Civil actions;
  - (13) Attorneys' fees; and
  - (14) The State complaint procedures under Secs. 300.660-300.662, including a description of how to file a complaint and the timelines under those procedures.
- (c) Notice in understandable language. The notice required under paragraph (a) of this section must meet the requirements of Sec. 300.503(c)."

The following is a summary of sources for procedures that may be found in law, regulation and District policy other than the P.E.D. sample:

- An opportunity for parent of a child with a disability to examine all records § 34 C.F.R. 300.501, Policy JR and Regulation JR-R (Student Records).
- Procedures to protect the rights of the child whenever the parents of the child are not known § 34 CFR 300.501.
- Prior written notice to the parents is to be provided upon specific instances § 34 C.F.R. 300.503.
- Procedures designed to ensure the prior written notice is in the native language of the parents, unless it clearly is not feasible to do so. If the district is unable after making an effort, to provide the notice in the native language of the parent, then the Public Education Department (P.E.D.) should be contacted for assistance. See § 34 C.F.R. 300.503.
- Procedures for mediation shall be provided. Contact the P.E.D. for a list of mediators. See § 34 C.F.R. 300.507 *et seq.*
- An explanation of the State complaint procedure shall be provided § 34 C.F.R. 300.660 *et seq.*
- Due process procedures are to be included § 34 C.F.R. 300.507.

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*Policy Services*

23



- Procedures that require the parent of a child with a disability, or the attorney representing the child, to provide notice within certain guidelines (it shall remain confidential) § 34 C.F.R. 300.507.
- Discipline procedures should be explained § 34 C.F.R. 300.507, and Policy JKD (Student Suspension/Expulsion).

#### POSTING AND DISTRIBUTION OF OMBUD INFORMATION

Every public school providing special education services shall post in a conspicuous location in the public school a notice regarding the office that contains a brief description of the services provided by the office and the name, address and phone number of the office and shall also post it online on the public school's website, if applicable. The public school providing special education services shall distribute information regarding the state Ombud at the beginning of every school year, in addition to providing the information as part of the annual individual education plan process prior to scheduling the first individual education plan meeting of each school year. The form of the notice shall be approved by the Ombud office.

# Advisory 217

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*Policy Services*  
25

**BOARD MEMBER COMPENSATION  
AND EXPENSES**

Board members shall serve without compensation.

Board members may be reimbursed for expenses incurred in connection with any school business authorized by the Board.

Reimbursement amounts shall not exceed the maximum amounts established pursuant to 6.20.2.19 NMAC.

~~The Board may grant approval for a Board member to be reimbursed actual expenses in lieu of per diem. Reimbursement for meals is limited to a maximum of thirty dollars (\$30) per day instate and forty five dollars (\$45) per day out of state provided that the Board member submits receipts for the actual expenses incurred. Reimbursement for lodging is limited to actual lodging costs provided the Board member submits receipts for the actual expenses incurred.~~

Board member's who attend a board or committee meeting for less than four (4) hours or a virtual meeting of any duration during a single calendar day shall receive a per diem of forty-five dollars (\$45). If the officer physically attends a board or committee meeting for four (4) hours or more during a single calendar day they shall receive a per diem of ninety-five (\$95) dollars. Mileage rate reimbursements are to be in accord with the Internal Revenue Service standard rate set January 1 of the previous year for miles traveled in a privately owned vehicle or eighty-eight cents (\$.88) in a privately owned airplane under certain conditions cited in NMSA 10-8-4 D. Reimbursement for actual meals and incidentals shall not exceed the maximum amounts for in-state and out-of-state travel established by the Department of Finance and Administration (DFA). The latter is always subject to the mileage being calculated from the post of the Officer or Official.

The Superintendent or the Superintendent's designee may grant travel advances. The traveler must submit required forms to receive advancement. The advancement will be processed at eighty percent (80%) of the total reimbursable trip cost. If a trip is not taken following advancement for such

trip, all legal means will be employed to ensure proper reimbursement to the District.

*Adopted:* date of manual adoption

LEGAL REF.: 10-8-1 NMSA *et seq.*  
22-5-5 NMSA  
6.20.2.19 NMAC  
PSAB Supplement 20 Training and Travel

CROSS REF.: DKC - Expense Authorization/Reimbursement

# Advisory 218

*NEW MEXICO SCHOOL BOARDS ASSOCIATION*

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28

**D-3150**  
**EXPENSE AUTHORIZATION /**  
**REIMBURSEMENT**

©

**DKC**

School Board members and employees who incur expenses in carrying out their authorized duties shall be reimbursed by the District upon submission of allowable supporting receipts, provided that prior authorization has been granted.

Reimbursement amounts shall not exceed the maximums established pursuant to 10-8-1 through 10-8-8 and as subject to 6.20.2.19.

The statute indicates that mileage rate reimbursements are to be in accord with the Internal Revenue Service standard rate set January 1 of the previous year for miles traveled in a privately owned vehicle or eighty-eight cents (\$.88) in a privately owned airplane under certain conditions cited in NMSA 10-8-4 D. Reimbursement for actual meals and incidentals shall not exceed the maximum amounts for in-state and out-of-state travel established by the Department of Finance and Administration (DFA).

*Adopted:* date of manual adoption

LEGAL REF.: 10-8-1 NMSA *et seq.*  
6.20.2.19 NMAC  
PSAB Supplement 20 Training and Travel

CROSS REF.: EEB - Business and Personnel Transportation Services

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*Policy Services*

29

# Advisory 219

*NEW MEXICO SCHOOL BOARDS ASSOCIATION*

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*Policy Services*

30

## PHYSICAL EXAMINATIONS OF STUDENTS

Each student participating in high school and junior high school interscholastic athletics is required to submit to a physical examination when required by the New Mexico Activities Association or to submit evidence of being physically fit, as verified by competent medical personnel.

### Dental Examination Requirements

Beginning July 1, 2021, a student shall not initially enroll in a school district or charter school (first time enrollment in New Mexico) unless the parent or guardian has provided satisfactory evidence, as determined by the school district or charter school, of having received a dental examination (by a licensed dental health care provider) within the past year. Alternatively, a student dental examination waiver (a designated field within a school district's enrollment application signed by a parent or guardian).

Such a dental examination shall be obtained at the expense of the enrollee/parent or guardian.

*Adopted:* date of manual adoption

LEGAL REF.: 22-1-14 NMSA *et seq.*  
6.12.3.1 NMAC  
New Mexico Activities Association Handbook



## **Relevant Statutes and Citations**

Manual of Procedures titled PSAB Supplement 20 Training and Travel  
[https://webnew.ped.state.nm.us/wp-content/uploads/2017/12/SBFAB\\_Manual-of-Procedures-PSAB\\_PSAB20\\_Training-Travel.pdf](https://webnew.ped.state.nm.us/wp-content/uploads/2017/12/SBFAB_Manual-of-Procedures-PSAB_PSAB20_Training-Travel.pdf)

Senate Bill 272 (Reg. Session 2021)

<https://nmlegis.gov/Sessions/21%20Regular/final/SB0272.pdf>

House Bill 222 (Reg. Session 2021)

<https://nmlegis.gov/Sessions/21%20Regular/final/HB0222.pdf>

Senate Bill 345 (Reg. Session 2021)

<https://nmlegis.gov/Sessions/21%20Regular/final/SB0345.pdf>

House Bill 308 (Reg. Session 2019) [HB0308HCS \(nmlegis.gov\)](https://nmlegis.gov/Sessions/19%20Regular/final/HB0308.pdf)

<https://nmlegis.gov/Sessions/19%20Regular/final/HB0308.pdf>

Should the above string links leading to the bills being discussed not go directly to the bill, copy the string which follows the bill number, enter it into your browser and press enter. The browser should take you to the bill.

# *POLICY SERVICES*

## *ADVISORY*

Volume 20, Number 3

June 2021

### CONTENTS

**Policy Advisory No. 220 .....GBEA – Staff Ethics**

**Policy Advisory No. 221 .....GBEB — Staff Conduct**

**Policy Advisory No. 222 .....GCF — Professional Staff Hiring**

**Policy Advisory No. 223 .....GDF — Support Staff Hiring**

**Policy Advisory No. 224 .....GCFC — Professional Staff  
.....Certificationand Credentialing  
.....Requirements  
.....GCFC-E — Professional Staff  
.....Certificationand Credentialing  
.....Requirements**

**Policy Advisory No. 225 .....GDFA — Support Staff  
.....Certificationand Credentialing  
.....Requirements  
.....GCFA-E — Support Staff  
.....Certificationand Credentialing  
.....Requirements**

**Policy Advisory No. 226 .....GCQF – Discipline, Suspension,  
.....Termination and Discharge of  
.....Professional Staff Member**

**Policy Advisory No. 227 .....GDQD – Discipline, Suspension,  
.....Termination and Discharge of  
.....Support Staff Member**

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

**Policy Advisory No. 228 .....JLF — Reporting Child Abuse /  
.....Child Protection**

**Policy Advisory Discussion**

**Policy Advisory No. 220. GBEA** – Staff Ethics. The only changes to this policy is the addition of legal reference 22-10A-2, which provides definitions for many terms used in the policy, and provides cross references to policies that support the implementation of this policy.

**Policy Advisory No. 221. GBEB** — Staff Conduct. The GB designation of the policy identifies it as a policy that applies to all personnel. The department of education chose to only provide ethical guidance to licensed staff. The policy GBEB is the proper location of the new Section of the School Personnel Act (the act) on investigation of ethical misconduct as found in House Bill 128 passed in the 2021 regular session of the New Mexico Legislature.

Some language has been added to point the policy toward all school district personnel and a side heading titled "Investigation and reporting of alleged ethical misconduct" has been added to provide guidance per the requirements of House Bill 128. The additions to the policy give direction for reporting and addressing ethical misconduct, specifically required time lines, designating who is to make the reports, how reports are to be maintained and what information is to be shared by the parties. The deletion of the last two sentences was made after a search of the references revealed the language was not applicable. Legal references and cross references have been added to reflect the connection between this policy and disciplinary action that can be taken by the school district although this factor was not emphasized by the statutory addition.

**Policy Advisory No. 222. GCF** — Professional Staff Hiring. Upon review of the changes made to 22-10A-5 in House Bill 128, it has been determined that policy GCF with regulation, and exhibits contained the relevant requirements. Minor word additions which do not change the content may be noted in the current policy recommendation. One part of the revised statute was added in the policy, permitting contract rescission or termination after the effective date of the statute. This addition should be taken note of by the Superintendent for consideration during and after contract consideration as regards any finding of child abuse or ethical misconduct. **The current Regulation, and Exhibits should be retained.**

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**Policy Advisory No. 223. GDF — Support Staff Hiring.** Upon review of the changes made to 22-10A-5 in House Bill 128, it has been determined that policy GDF with regulation, and exhibits contained the relevant requirements. One part of the revised statute has been added in the policy, permitting contract rescission or termination after the effective date of the statute. This addition should be taken note of by the Superintendent for consideration during and after contract consideration as regards any finding of child abuse or ethical misconduct. **The current Regulation, and Exhibits should be retained.**

**Policy Advisory No. 224. GCFC — Professional Staff Certification and Credentialing Requirements.** The current policy recommendation was only minimally modified per changes made to 22-10A-5 in House Bill 128. The change reflects the law makers being more definitive, narrowing the number of persons required to be fingerprinted by changing the operant language of having access to children on school premises to having contact with children or students on school premises. The statute also requires that the policy narrow the reporting requirements to convicted felonies or misdemeanors involving moral turpitude rather than reporting those felonies or misdemeanors simply involving moral turpitude resulting in any type of action. As can be seen, "convicted" is narrower in meaning than the phrase "resulting in any type of action".

**GCFC-E** was changed by language in Section 2 of new additions to the School Personnel Act (the act) which require a candidate for employment to swear they have never been investigated for certain things, haven't had action for license or certification taken against them and are not currently awaiting trial for certain offenses. Since the currently recommended exhibit was similar, Policy Services simply added the required New Mexico language and certain New Mexico offenses to those already indicated as being included. Some of the offenses may not be in the New Mexico list cited by statute in the new Section 2 of the act but this does not keep a district from asking the candidate about them since all are felonies or misdemeanors among those required to be reported to the Public Education Department.

**Policy Advisory No. 225. G DFA, G DFA-E — Support Staff Certification and Credentialing Requirements.** The policy and exhibit for support staff contains the same changes as those for the professional staff in GCFC and exhibit above except that a paragraph was added in G DFA regarding reporting that was not in the GCFC. This addition was the result of support staff being included in reporting by Section 2 of the act.

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**Policy Advisory No. 226. GCQF** – House Bill 128 contained some changes that should have been included in Policy Advisory 213 relative to GCQF, Termination and Discharge of Professional Staff. Policy Services had not digested House bill 128 when the advisories were prepared for House Bill 49 on radicalized aggression. In order to reduce the number of pages in this advisory and because each district just received a full copy of policy GCQF, Policy Services included only the side headings of those parts of the policy not effected by the changes, using four (4) asterisks (\*) to denote the omitted language. The side headings and the content following with the changes underlined are shown in full.

GCQF was affected by the changes to 22-10A-24 NMSA which removed the prohibitions on disclosure of reasons for termination and provided that the termination appeal is not to be recorded. The important thing here is that the reasons for termination can be disclosed. 22-10A-25 NMSA then provided that parties to the discharge arbitration appeal may make a record of the arbitration, but it is not an official transcript.

**Policy Advisory No. 227. GDQD** –House Bill 128 contained some changes that should have been included in advisory 214 referent to GDQD, termination of support staff. Policy Services had not digested House bill 128 when the advisories were prepared for House Bill 49 on radicalized aggression. In order to reduce the number of pages in this advisory and because each district just received a full copy of policy GDQD, Policy Services has only included the headings of those parts of the policy not effected by the changes using four (4) asterisks (\*) to denote the omitted language. The side headings and the content following with the changes underlined are shown in full.

GDQD is affected by the changes to 22-10A-24 NMSA which removes the prohibitions on disclosure of reasons for termination of an employee and provides that the parties to the termination arbitration appeal may make a record of the arbitration but it is not an official transcript. The important thing here is that the reasons for termination can be disclosed. Please recognize that by definitions in 22-10A-2 of the act discharge means severing the employment relationship with licensed school employees prior to expiration of the current employment contract and thereby is not a term used for support staff. The title of the policy, however, is a National School Boards Association determined title used in the National Education Policy Network system of naming policies and contains the word discharge.

**Policy Advisory No. 228. JLF** — Reporting Child Abuse / Child Protection.

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4

Section I of the new addition to the School Personnel Act (the act) required that policy services make four (4) significant changes to policy JLF. The first changed the reporting persons from only licensed school employees to "all school district personnel, school employees, school volunteers, contractors and contractors' employees." The second makes the training component applicable to all of those persons. Third, the act adds ethical misconduct, professional responsibilities to the training component. Last, it directs the public education department to prepare and distribute training materials for the purposes of the training.

Please Note: Since the Compilation Commission has not yet given the new sections of the School Personnel Act numerical citations, the citations will be added by Policy Services upon determination. As the policies are adopted Policy Services will add these to the on-line manual of each school district.

**Materials of a legal nature in support of this advisory may be found following the text of the policies or at the websites cited.** If you have any questions, or requests call Policy Services at (505) 469-0193 or E-mail Dr. Donn Williams, Policy Services Director at [nmsbapolicy@cox.net].

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## Advisory 220

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*Policy Services*

**(Statement of Ethics for School Employees)**

We, professional educators of New Mexico, affirm our belief in the worth and dignity of humanity. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach with the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards. We acknowledge the magnitude of the profession we have chosen and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

***Principle I: Commitment to the student.*** We measure success by the progress of each student toward achievement of their maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home. In fulfilling our obligation to the student, we:

- deal justly and considerately with each student;
- encourage the student to study and express varying points of view and respect the student's right to form their own judgment;
- conduct conferences with or concerning students in an appropriate place and manner;
- seek constantly to improve learning facilities and opportunities.

***Principle II: Commitment to the community.*** We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the

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development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public. In fulfilling our obligations to the community, we:

- share the responsibility for improving the educational opportunities for all;
- recognize that each educational institution has a person authorized to interpret its official policies;
- acknowledge the right and responsibility of the public to participate in the formulation of educational policy;
- evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies and take action deemed necessary and proper;
- assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates of [or] partisan activities;
- protect the educational program against undesirable infringement and promote academic freedom.

***Principle III: Commitment to the profession.*** We believe that the quality of the services of the education profession directly influence[s] the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, to demonstrate integrity in all work-related activities and interactions in the school setting and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning and programs of our professional organizations. In fulfilling our obligations to the profession, we:

- recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative of our profession;
- participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education;

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- cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns and those colleagues new to their positions;
- accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
- refrain from assigning professional duties to nonprofessional personnel when such assignment is not in the best interest of the student;
- refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues;
- keep the trust under which confidential information is exchanged;
- make appropriate use of the time granted for professional purposes;
- interpret and use the writings of others and the findings of educational research with intellectual honesty;
- maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts;
- respond accurately to requests for evaluation of colleagues seeking professional positions;
- provide applicants seeking information about a position with an honest description of the assignment, the conditions of work and related matters.

***Principle IV: Commitment to professional employment practices.*** We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon integrity, dignity and mutual respect between employees, administrators and local school boards. In fulfilling our obligations to professional employment practices, we:

- apply for or offer a position on the basis of professional and legal qualifications;
- apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates;

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- fill no vacancy except where the terms, conditions and policies are known;
- adhere to and respect the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent;
- give prompt notice of any change in availability of service, in status of applications or in change in position;
- conduct professional business through recognized educational and professional channels.

*Adopted:* date of manual adoption

LEGAL REF.: 22-10A-2 NMSA

6.60.9.8 NMAC

6.60.9.9 NMAC

CROSS REF.: GBEB - Staff Conduct

GCQF - Discipline, Suspension, Termination and Discharge of Professional Staff Members

GDQF - Discipline, Suspension, Termination and Discharge of Support Staff Members

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# Advisory 221

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**STAFF CONDUCT**

~~Standards of Professional Conduct-Preamble~~

We, licensed New Mexico educators acknowledge that ethical values in our schools cannot exist without ethical leadership. It is our ultimate goal to educate children so that they may become productive citizens; we understand that our guidance and ability to provide choices has a profound effect on reaching this goal. In affording students and each other choices, we agree to consider the consequence of each choice, the moral value best exemplified by the recommended choice, and our position on the choice if it were applied to us. These principles apply equally to all licensed educators in all schools except where they are uniquely applicable to public schools or where they conflict with principles of religious freedom.

Moral values are to ethical leadership what years of experience are to a successful educator. The former sets the stage for success of the latter. Abstract principles that espouse excellence do not easily equate into simple behavioral maxims. We are certain that some foundational concepts can be embraced because they truly celebrate desirable moral values. These concepts are: respect for one's self and others, honesty and openness, the delicate balance between absolute freedom and safety, the equally delicate balance between confidentiality and the right to know, equality of opportunity, fairness to all, and personal integrity.

In the final analysis it is our consistent ethical leadership that wins the most allies and produces the best results. Not only does this code highlight our professional responsibilities, but also it stimulates us to discuss the professional implications of our ethical choices and ethical recommendations, causes us to assess and reassess our application of moral values, and sets forth concrete behaviors appropriate for education professionals. We are committed to this code and understand that it provides minimally accepted standards of professional conduct in education.

Standard I – Duty to the student. We endeavor to stimulate students to think and to learn while at the same time we seek to protect them from any harm. Ethical leadership requires licensed educators to teach not only by

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use of pedagogical tools, but also by consistent and justifiable personal example. To satisfy this obligation, we:

- shall, in compliance with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g, 34C.F.R. Part 99), the Individuals with Disabilities Education Act (20 U.S.C. Section 1401 et seq., 34 C.F.R. Part 80), the Mental Health and Developmental Disabilities Code (Section 43-1-19, NMSA 1978), the Inspection of Public Records Act (Section 14-2-1 et seq., NMSA 1978), the Public School Code (Section 22-1-8, NMSA 1978), and the Children's Code (Sections 32A-2-32, 32A-4-3, NMSA 1978), withhold confidential student records or information about a student or his/her personal and family life unless release of information is allowed, permitted by the student's parent(s)/legal guardian, or required by law;
- shall not discriminate or permit students within our control, supervision or responsibility to discriminate against any other student on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;
- shall avoid using our positions as licensed school employees to exploit or unduly influence a student into engaging in an illegal act, immoral act, or any other behavior that would subject a licensed school employee or student to discipline for misconduct whether or not the student actually engages in the behavior;
- shall tutor students only in accordance with local board policies, if any, only after written permission from the student's parent(s)/legal guardian, and only at a place or time approved by the local school and/or the student's parent(s)/legal guardian;
- shall not give a gift to any one (1) student unless all students situated similarly receive or are offered gifts of equal value for the same reason;
- shall not lend a student money except in clear and occasional circumstances, such as where a student may go without food or beverage or be unable to participate in a school activity without financial assistance;
- shall not have inappropriate contact with any student, whether or not on school property, which includes but is not limited to:
  - all forms of sexual touching, sexual relations or romantic relations;
  - inappropriate touching which is any physical touching, embracing, petting, hand-holding, or kissing that is unwelcome by the

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*Policy Services*

12

student or is otherwise inappropriate given the age, sex and maturity of the student;

- any open displays of affection toward mostly-boys or mostly-girls;
- and
- offering or giving a ride to a student unless absolutely unavoidable as where a student has missed his/her usual transportation and is unable to make reasonable substitute arrangements;
- shall not interfere with a student's right to a public education by sexually harassing a student or permitting students within our control, supervision or responsibility to sexually harass any other student, which prohibited behavior includes:
  - making any sexual advances, requests for sexual favors, repeated sexual references, any name calling by means of sexual references or references directed at gender-specific students, any other verbal or physical conduct of a physical nature with a student even where the licensed educator believes the student consents or the student actually initiates the activity, and any display/distribution of sexually oriented materials where students can see them; and
  - creating an intimidating, hostile or offensive work/school environment by at a minimum engaging in any of the prohibited behaviors set forth at Paragraph (7) or Subparagraph (a) of Paragraph (8), Subsection B of 6.60.9.9 NMAC, above.

Standard II – Duty to the profession. The education profession has been vested by the public with an awesome trust and responsibility. To live up to that lofty expectation, we must continually engender public confidence in the integrity of our profession and must strive consistently in educating the children of New Mexico, all of whom will one-day shape the future. To satisfy this obligation, we:

- shall not make a false or misleading statement or fail to disclose a material fact in any application for educational employment or licensure;
- shall not orally or in writing misrepresent our professional qualifications;
- shall not assist persons into educational employment whom we know to be unqualified in respect to their character, education, or employment history;

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- shall not make a false or misleading statement concerning the qualifications of anyone in or desiring employment in education;
- shall not permit or assist unqualified or unauthorized persons to engage in teaching or other employment within a school;
- shall not disclose personal, medical, or other confidential information about other educational colleagues to anyone unless disclosure is required or authorized by law;
- shall not knowingly make false or derogatory personal comments about an educational colleague, although first amendment protected comments on or off campus are not prohibited;
- shall not accept any gratuity, gift, meal, discount, entertainment, hospitality, loan, forbearance, favor, or other item having monetary value whose market value exceeds one hundred dollars (\$100), excluding approved educational awards, honoraria, plaques, trophies, and prizes;
- shall avoid conduct connected with official duties that is unfair, improper, illegal or gives the appearance of being improper or illegal;
- shall not sexually harass any school employee, any school visitor or anyone else we might encounter in the course of our official duties, which includes:
  - making any sexual advances, requests for sexual favors, repeated sexual references, and name calling by means of sexual references or references directed at any gender-specific individuals named above;
  - making any other verbal gesture or physical conduct with any of the above-named individuals even where the licensed educator believes they consent, or they actually initiate the activity;
  - displaying or distributing any sexually oriented materials where the above-named individuals can see them; and
  - creating an intimidating, hostile, or offensive work/school environment by engaging in any of the prohibited behaviors set forth at Subparagraphs (a), (b) or (c), Paragraph (10), Subsection C of 6.60.9.9 NMAC, above;
- shall educate oneself at least annually about avoiding sexual harassment by either attending periodic training, reviewing sexual harassment literature or the Equal Employment Opportunity Commission (EEOC) guidelines found at Title 29 Code of Federal Regulations Part 1604

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(29 C.F.R. Section 1604.1 et seq.) or contacting appropriate school human resources personnel;

- shall not engage in inappropriate displays of affection, even with consenting adults, while on school property or during school events off campus;
- shall not without permission of a supervisor use public school property to conduct personal business or our personal affairs;
- shall use educational facilities and property only for educational purposes or purposes for which they are intended consistent with applicable policy, law and regulation;
- shall not discriminate against any school employee, or any other person with whom we have any dealings or contact in the course of our official duties, on the basis of race, color, national origin, ethnicity, sex, sexual orientation, disability, religion, or serious medical condition;
- shall not engage in any outside employment:
  - the performance of which conflicts with our public school duties, such as where a licensed educator takes a private job that would require performance in the very school district where he/she is employed;
  - where we use confidential/privileged information obtained from our public school employment as part or all of our private employment duties; and
  - that impairs our physical ability to perform our school duties;
- shall not, with the intent to conceal/confuse a fact, change or alter any writing or encourage anyone else to change or alter any document:
  - in connection with our official school duties;
  - in connection with another licensed person's official school duties;
  - in connection with any standardized or non-standardized testing;
  - in connection with any school application or disclosure process; and
  - in connection with any writing submitted to the public education department related to our initial or continued licensure, including endorsements;

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- shall not in connection with any State Board-approved teacher test knowingly make any misrepresentations about one's identity, or engage in any false or deceptive acts of test-taking or test-registering;
- shall not engage in any conduct or make any statement:
  - that would breach the security of any standardized or non-standardized tests;
  - that would ignore administering portions or the entirety of any standardized or non-standardized testing instructions;
  - that would give students an unfair advantage in taking a standardized or non-standardized test;
  - that would give a particular school or a particular classroom an unfair advantage in taking a standardized or non-standardized test; and
  - that would assist students in obtaining services or benefits for which they do not qualify or are not entitled;
- shall not, when on school property or off campus while representing the school or attending a school function, engage in violent, abusive, indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct which tends to disturb the peace.
- shall not hold, or continue to hold, employment for which educator licensure or certification is required when the individual knew, should have known or is informed by the State Public Education Department (PED), that the individual does not hold the required credentials; and
- shall not use school information technology equipment, hardware, software or internet access to view, download, display, store or print pornographic images or advertisements, nude images, or sexually explicit depictions or language;
- shall not engage in unprofessional conduct, which conduct shall include but not be limited to the following:
  - striking, assaulting or restraining a student for no valid reason;
  - using any written or spoken words in public schools or at school events that are inflammatory, derogatory or otherwise demonstrate a bias against a person or group, on the basis of their race, religion, culture, ethnicity, sexual preference, sexuality or physical disability;

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- bringing firearms onto school property or possessing them on school property, except with proper authorization;
- possessing or consuming alcohol beverages at school;
- possessing or using illegal drugs;
- being under the influence of alcohol or illegal drugs at school;
- actively obstructing an investigation into the possible unethical or illegal conduct of a school employee; and
- engaging in favoritism or preferential treatment toward any school employee or applicant in regard to that individual's hiring, discipline, terms of employment, working conditions or work performance due to that individual's familial relationship with the licensee;
- shall report any knowledge of inappropriate contact, as provided by Paragraph (7) of Subsection B of 6.60.9.9 NMAC with a student or other school employee to the local school authority within thirty (30) days of obtaining such knowledge.

## **Sanctions**

The standards of professional conduct establish minimal standards of accepted professional conduct with which all educators and administrators are required to comply. Therefore, the Secretary of Education through the professional licensure unit ("licensure unit") of the public education department (PED), may revoke or suspend the licensure of any person, or may deny applications for licensure or relicensure to any person, who is within the scope of this department regulation and who after hearing is found to have failed to comply with one (1) or more of the enumerated provisions of the standards of professional conduct set forth in Section 6.60.9.9 NMAC, exclusive of the preamble.

## **In General**

All employees of the District are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and District property. No employee shall, by action or inaction, interfere with or disrupt any District activity or encourage any such disruption. No employee, other than one who has obtained authorization from the appropriate school administrator, shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies,

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rules, and regulations of the District, and carry out all applicable orders issued by the Superintendent.

Licensed personnel are to follow statements of ethics and standards of conduct indicated in NMAC 6.60.9.8 NMAC and 6.60.9.9 NMAC.

All school district personnel, employees and school volunteers are directed to make themselves aware of and follow federal and state laws, school board policies, procedures and regulations regarding ethics and conduct.

### **Investigation and Reporting of Alleged Ethical Misconduct**

Any school district personnel, school employee, school volunteer, contractor or contractor's employee who knows or has a reasonable suspicion that a child or student has been subject to ethical misconduct by any school district personnel, school employee, school volunteer, contractor or contractor's employee shall report the matter to:

- the superintendent; or
- the department.

If a superintendent receives a report of ethical misconduct, the superintendent shall immediately transmit to the department by telephone the facts of the report and the name, address and telephone number of the reporter. The superintendent shall transmit the same information in writing within forty-eight hours. A school shall take immediate steps to ensure the safety of enrolled students. The identity of any alleged victims will be protected.

A written report shall contain the name, address and age of the child or student; the child's or student's parents, guardians or custodians; the school district personnel, school employee, school volunteer, contractor or contractor's employee who is alleged to have committed ethical misconduct; and any evidence of ethical misconduct, including the nature and extent of any injuries and other information that the maker of the report believes might be helpful to investigate a report of ethical misconduct. The written report shall be submitted upon a standardized form developed by the department. All written reports are to be filed by date and name and are to include any information received or gathered in any investigation. Such records are to be made available to the office of investigation: the Superintendent, Department or Law Enforcement

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The person making the report shall be notified by the office receiving the report within five days (mailed within five days) by mail or other notification that the report is being investigated.

The Superintendent shall investigate all allegations of ethical misconduct about any school district personnel, school employee, school volunteer, contractor or contractor's employee who resigns, is being discharged or terminated or otherwise leaves employment after an allegation has been made. If the investigation results in a finding of ethical misconduct by a licensed school employee, the Superintendent shall report the identity of the licensed school employee and attendant circumstances of the ethical misconduct on a standardized form to the department and the licensed school employee within thirty (30) days following the separation from employment or immediately if ~~knowledge the finding~~ of the ethical misconduct is sexual misconduct with harassment or sexual abuse of an adult or child. ~~Copies of that form shall not be maintained in the school employee's personnel file.~~

The Superintendent shall also report allegations of sexual assault or sexual abuse involving any school district personnel, school employee, school volunteer, contractor or a contractor's employee to the appropriate law enforcement agency.

No agreement between a departing school employee and the Governing Authority or Superintendent shall diminish or eliminate the responsibility of investigating and reporting the alleged ethical misconduct to the department or, if legally mandated, to law enforcement, and any such agreement to the contrary is void.

The secretary of education may initiate action to suspend, revoke or refuse to renew the license of:

- a superintendent who fails to report ethical misconduct;
- any licensed school district personnel or licensed school employee who fails to report child abuse or neglect pursuant to Section 32A-4-3 NMSA 1978;
- any licensed school district or school employee who fails to report ethical misconduct in accord with the School Personnel Act and statutes.

~~A person's good faith reporting of conduct indicated above will not result in liability for civil damages. The person accused shall have the right to sue for any damages as a result of negligent or intentional reporting of inaccurate information or the disclosure of any information to unauthorized persons.~~

<i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.
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*Adopted:* date of manual adoption

LEGAL REF.: School Personnel Act new section 1&2

22-10A-2 NMSA (1978)

22-5-4.4 NMSA (1978)

22-10A-5 NMSA (1978)

6.60.9.8 NMAC

6.60.9.9 NMAC

6.68.2.1 NMAC *et seq.*

6.68.3.1 NMAC *et seq.*

CROSS REF.: GBEA - Staff Ethics

GCF - Professional Staff Hiring

GCQF - Discipline, Suspension, Termination and Discharge of Professional Staff Members

GDQF - Discipline, Suspension, Termination and Discharge of Support Staff Members

JIC - Student Conduct

JK - Student Discipline

KFA - Public Conduct on School Property

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

*Policy Services*

20

# Advisory 222

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*Policy Services*

21

**^G-3450            ©  
PROFESSIONAL STAFF HIRING**

**GCF**

It shall be the policy of the District to employ and retain the best qualified personnel.

The Board adopts the following general criteria, which shall be utilized in the selection process for initial employment:

- There will be no discrimination in the hiring process due to race, color, religion, sex, sexual orientation, age, national origin, or disability of an otherwise qualified individual.
- A candidate for secondary school teaching should ~~have a major, minor, or equivalent~~ be eligible for licensure in the candidate's teaching field. An elementary school candidate should have a major or equivalent in elementary education or in the special area of assignment.
- Candidates for all teaching positions shall be able to deliver quality instruction.
- Each candidate shall provide evidence of meeting state requirements for ~~certification~~ licensure .
- Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- Each candidate shall be required to provide (2) two fingerprint cards or equivalent electronic fingerprints upon being offered employment for purposes of obtaining a criminal history background record before finalization of employment.
- A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

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Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered by the Board to constitute grounds for dismissal.

All offers of employment are contingent upon the satisfactory completion of background investigations.

A public school may terminate an individual's employment or contract or rescind an applicant's offer of employment or offer of a contract if the applicant is offered or commences employment with a public school after the effective date of this 2021 act and information regarding the applicant's history of child abuse or ethical misconduct that is determined to disqualify the applicant from employment or a contract is subsequently obtained by the public school.

### **Reemployment Contract**

Each licensed teaching employee shall deliver an acceptance or rejection of reemployment to the Board within fifteen (15) days from the following:

- The date written notice of reemployment is served upon the person; or
- The last day of the school year when no written notice of reemployment or termination is served.

Delivery of the written acceptance of reemployment by a licensed school employee creates a binding employment contract between the licensed school employee and the Superintendent until the parties enter into a formal written employment contract. Written employment contracts between the Superintendent and licensed school employees shall be executed by the parties not later than ten (10) days before the first day of a school year.

A person not directly involved in the employment decision affecting the specific applicant shall not be permitted unauthorized access to criminal history record information or background information.

*Adopted:* date of manual adoption

LEGAL REF.: School Personnel Act new section 1&2  
22-10A-5 NMSA (1978)  
28-1-2 NMSA *et seq.*

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# Advisory 223

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*Policy Services*

24

**SUPPORT STAFF HIRING**

It shall be the policy of the District to employ and retain the best qualified personnel. This will be accomplished by giving careful consideration to qualifications and by providing competitive salaries within the financial capabilities of the District, adequate facilities, and good working conditions. Volunteers are to have background checks in accord with this policy.

Recruitment of support staff personnel is the responsibility of the Superintendent. Other members of the administration and supervisory staff will assist as responsibilities are delegated by the Superintendent.

The Board adopts the following general criteria and procedures, which shall be utilized in the selection process for initial employment:

- There will be no discrimination in the hiring process due to race, color, religion, sex, sexual orientation, age, national origin, or disability of an otherwise qualified individual.
- Candidates for all positions shall be able to perform the duties of their position job descriptions.
- Each applicant shall be required to provide fingerprint cards or electronic fingerprints upon being offered employment for purposes of obtaining a criminal history background record before finalization of employment.
- Each candidate shall be requested to complete a consent-and-release form regarding conduct of a background investigation.
- A "background investigation" - consisting of communication with the applicant's (or employee's) former employer that concerns education, training, experience, qualifications, and job performance for the purpose of evaluation for employment - shall be conducted on each individual to be considered for a recommendation of employment. Forms developed for this purpose are to be used.

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In addition to the requirements in this policy and those of the fingerprint policy which follows, the District shall follow 6.41.4.9 NMAC M through S for the purposes indicated below. That part of the New Mexico Administrative Code shall be incorporated in this policy by reference.

- Commercial Driver's License (CDL) pre-employment screening.
- Returning CDL pre-employment screening.
- School owned activity driver pre-employment screening.
- School bus assistant and substitute school bus assistant pre-employment screening.
- Continuing standards for drivers.
- Pre-employment documentation maintenance (records maintenance).

Any employee's misstatement of fact that is material to qualifications for employment or the determination of salary shall be considered to constitute grounds for termination.

All offers of employment are contingent upon the satisfactory completion of background investigations.

A public school may terminate an individual's employment or contract or rescind an applicant's offer of employment or offer of a contract if the applicant is offered or commences employment with a public school after the effective date of this 2021 act and information regarding the applicant's history of child abuse or ethical misconduct that is determined to disqualify the applicant from employment or a contract is subsequently obtained by the public school.

*Adopted:* date of manual adoption

LEGAL REF.: School Personnel Act new section 1&2  
22-10A-5 NMSA (1978)  
28-1-2 NMSA *et seq.*  
6.41.4.9 NMAC

CROSS REF.: GBK - Staff Grievances  
GDG - Part-Time and Substitute Support Staff Employment  
IJOC - School Volunteers

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

# Advisory 224

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*Policy Services*

27

**PROFESSIONAL STAFF CERTIFICATION  
AND CREDENTIALING REQUIREMENTS**

**(Fingerprinting Requirements)**

**New Hires**

All licensed personnel offered employment by the District, who have not been initially licensed within twenty-four (24) months of applying for employment, shall be required to provide fingerprint cards or electronic fingerprints for licensure in accord with state law. The public school shall pay the cost of obtaining fingerprint or criminal history records for the licensed personnel. A contractor or contractor's employee, or a school volunteer who will have unsupervised ~~access to~~ contact with children or students on school premises shall also be required to provide fingerprint cards or electronic fingerprints and may be required to pay the cost of obtaining fingerprint or criminal history records.

The candidate's fingerprints shall be submitted, along with the form presented as an exhibit to this policy, immediately upon being selected as a finalist for possible employment. The form shall be considered a part of the application for employment. Convictions of felonies or misdemeanors involving moral turpitude if directly related to employment which are contained in the criminal history investigation record shall be used to deny, suspend or revoke employment in accordance with the Criminal Offender Employment Act. However, if the conviction does not directly relate to employment, completion of probation or parole supervision or expiration of a period of three years after final discharge or release from imprisonment without subsequent conviction shall create a presumption of sufficient rehabilitation. Other information contained in the investigation record, if supported by independent evidence, may also form the basis for the employment decisions for good and just cause. A candidate's conviction of trafficking in controlled substances, criminal sexual penetration or related sexual offenses or child abuse regardless of rehabilitation shall warrant denial, suspension or revocation of employment. Records of arrest not followed by conviction or misdemeanors *NOT* involving moral turpitude may not be used, distributed or disseminated regarding public employment.

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A person who makes a false statement, representation, or certification in any application for employment with the School District may be denied employment or terminated.

Reasons for a decision not to employ an individual based upon conviction of any indicated crime or misdemeanor involving moral turpitude shall be provided to the candidate. An appeal of denial, suspension or revocation of employment based upon the Criminal Offender Employment Act may be requested in accord with the grievance procedure provided in policy.

A person not directly involved in the employment decision affecting the specific applicant shall not be permitted unauthorized access to criminal history record information or background information. All fingerprint or criminal history records are to be confidential records and are to be maintained as personnel records in accord with the "Rights to inspect public records, exceptions."

The Superintendent shall report to the Public Education Department any known conviction of any felony or misdemeanor involving moral turpitude of school district personnel, or a licensed school employee, that results in any type of action against the employee .

*Adopted:* date of manual adoption

LEGAL REF.: School Personnel Act new section 1&2

14-2-1 NMSA

22-10A-5 NMSA (1978)

28-2-1 NMSA *et seq.*

6.60.8.7 NMAC

6.60.8.8 NMAC

6.60.8.9 NMAC

CROSS REF.: GBK - Staff Grievances

GCF - Professional Staff Hiring

GCG - Part-Time and Substitute Professional Staff

Employment

IJOC - School Volunteers

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

*Policy Services*

29

**EXHIBIT**

**EXHIBIT**

**PROFESSIONAL STAFF CERTIFICATION AND CREDENTIALING REQUIREMENTS**

\_\_\_\_\_  
Name Position

I, \_\_\_\_\_, being duly sworn, do hereby certify that I have never been ~~convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal :~~

- under investigation for, or been found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses prohibited in Chapter 30, Article 3, 3A, 4, 6, 6A, 9, 37, 37A or 52 NMSA 1978, unless the allegations were false or unsubstantiated (see list below);
- have never been under investigation for, or been found to have violated, any ethical rule or policy approved by a former employer that previously employed me, unless the allegations were false or unsubstantiated; or
- have never had a professional license or certificate denied, suspended, surrendered or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation; and
- am not now awaiting trial for committing any of the following criminal offenses in the state of New Mexico or similar offenses in any other jurisdiction.

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Sexual abuse of a minor Incest First- or second-degree murder Kidnapping Arson <del>Sexual a</del> Assault Sexual exploitation of a minor Felony offenses involving contributing to the delinquency of a minor Commercial sexual exploitation of a minor Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs Distribution of pornography Harassment Enticement	Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs Misdemeanor offenses involving the Possession or use of marijuana or dangerous drugs Burglary in the first degree Burglary in the second or third degree Aggravated or armed robbery Robbery Child abuse <u>or abandonment</u> Sexual conduct with a minor Molestation of a child Manslaughter Assault or Aggravated assault Exploitation of minors involving drug offenses <u>Human trafficking</u> <u>Prostitution</u>
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\_\_\_\_\_  
Employee Applicant signature

\_\_\_\_\_  
Date signed

Subscribed, sworn to, and acknowledged before me by \_\_\_\_\_

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_,

in \_\_\_\_\_ County, New Mexico.

My Commission Expires

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

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# Advisory 225

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*Policy Services*

32

**SUPPORT STAFF CERTIFICATION AND  
CREDENTIALING REQUIREMENTS**

**(Fingerprinting Requirements)**

An applicant offered employment and a contractor or contractor's employee, or a school volunteer who will have unsupervised ~~access to~~ contact with children or students on school premises shall be required to provide fingerprint cards or electronic fingerprints to obtain a federal bureau of investigation criminal history record. The public school shall pay the cost of applicants offered employment. A school volunteer, contractor or contractor's employee may be required to pay the cost of obtaining criminal history records.

The candidate's fingerprints shall be submitted, along with the form required immediately upon being selected as a finalist for possible employment. The form shall be considered a part of the application for employment. Convictions of felonies or misdemeanor involving moral turpitude if directly related to employment which are contained in the criminal history investigation record shall be used to deny, suspend or revoke employment in accordance with the Criminal Offender Employment Act. However, if the conviction does not directly relate to employment, completion of probation or parole supervision or expiration of a period of three (3) years after final discharge or release from imprisonment without subsequent conviction shall create a presumption of sufficient rehabilitation. Other information contained in the investigation record, if supported by independent evidence, may also form the basis for the employment decisions for good and just cause. A candidate's conviction of trafficking in controlled substances, criminal sexual penetration or related sexual offenses or child abuse regardless of rehabilitation shall warrant denial, suspension or revocation of employment. Records of arrest not followed by conviction or misdemeanors *NOT* involving moral turpitude may not be used, distributed or disseminated regarding public employment.

A person who makes a false statement, representation, or certification in any application for employment with the School District may be denied employment or terminated.

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Reasons for a decision not to employ an individual based upon conviction of any indicated crime or misdemeanor involving moral turpitude shall be provided to the candidate. An appeal of denial, suspension or revocation of employment based upon the Criminal Offender Employment Act may be requested in accord with the grievance procedure provided in policy.

The administration may also conduct a background investigation of current employees if it becomes aware of facts, circumstances, or conduct that indicate(s) an individualized reasonable suspicion that undisclosed aspects of the employee's background might disqualify him or her to continue in employment with the District.

A person not directly involved in the employment decision affecting the specific applicant shall not be permitted unauthorized access to criminal history record information or background information. All fingerprint or criminal history records are to be confidential records and are to be maintained as personnel records in accord with the "Rights to inspect public records, exceptions."

The Superintendent shall report to the Public Education Department any known conviction of any felony or misdemeanor involving moral turpitude of school district personnel, a school employee, a school volunteer, a contractor or and contractor's employee.

*Adopted:* date of manual adoption

LEGAL REF.: School Personnel Act new section 1&2  
14-2-1 NMSA  
22-10A-5 NMSA (1978)  
28-2-1 NMSA *et seq.*  
6.60.8.7 NMAC  
6.60.8.8 NMAC  
6.60.8.9 NMAC

CROSS REF.: GBK - Staff Grievances  
GDF - Support Staff Hiring  
GDG - Part-Time and Substitute Support Staff Employment  
IJOC - School Volunteers

<p><i>Note:</i> This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.</p>
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**EXHIBIT**

**EXHIBIT**

**SUPPORT STAFF CERTIFICATION AND CREDENTIALING REQUIREMENTS**

\_\_\_\_\_  
Name Position

I, \_\_\_\_\_, being duly sworn, do hereby certify that I have never been ~~convicted of or admitted in open court or pursuant to a plea agreement committing, and am not now awaiting trial for committing, any of the following criminal :~~

- under investigation for, or been found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses prohibited in Chapter 30, Article 3, 3A, 4, 6, 6A, 9, 37, 37A or 52 NMSA 1978, unless the allegations were false or unsubstantiated (see list below);
- have never been under investigation for, or been found to have violated, any ethical rule or policy approved by a former employer that previously employed me, unless the allegations were false or unsubstantiated; or
- have never had a professional license or certificate denied, suspended, surrendered or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation; and
- am not now awaiting trial for committing any of the following criminal offenses in the state of New Mexico or similar offenses in any other jurisdiction.

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

Sexual abuse of a minor Incest First- or second-degree murder Kidnapping Arson <del>Sexual a</del> Assault Sexual exploitation of a minor Felony offenses involving contributing to the delinquency of a minor Commercial sexual exploitation of a minor Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous or narcotic drugs Distribution of pornography Harassment Enticement	Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs Misdemeanor offenses involving the Possession or use of marijuana or dangerous drugs Burglary in the first degree Burglary in the second or third degree Aggravated or armed robbery Robbery Child abuse <u>or abandonment</u> Sexual conduct with a minor Molestation of a child Manslaughter Assault or Aggravated assault Exploitation of minors involving drug offenses <u>Human trafficking</u> <u>Prostitution</u>
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\_\_\_\_\_  
Employee Applicant signature

\_\_\_\_\_  
Date signed

Subscribed, sworn to, and acknowledged before me by \_\_\_\_\_

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_,

in \_\_\_\_\_ County, New Mexico.

My Commission Expires

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

*Note:* This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.

# Advisory 226

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*Policy Services*

37

**^ & ^ & ^G-6100 ©  
DISCIPLINE, SUSPENSION, TERMINATION  
AND DISCHARGE OF  
PROFESSIONAL STAFF MEMBERS**

**GCQF**

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**Categories of Misconduct**

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**General Provisions for Discipline**

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**Minor Discipline**

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***Step 1 - Notice:***

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***Step 2 - Hearing:***

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***Step 3 - Decision (in writing):***

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**Appeal of Minor Discipline**

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**Termination Pursuant to  
22-10A-24 NMSA (1978)**

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***Step 1 - Notice:***

- Upon the Superintendent's determination of the existence of cause to terminate, and on or before fifteen (15) working days prior to the last day of the school year, the Superintendent shall notify the staff member of intent to terminate. The notice shall be in writing and shall be delivered in person or by first-class mail to the last address provided for personnel records. The notice shall include the following:

- The statement that the employee has the right to request written reasons for the decision to terminate and such reasons shall be provided within ten (10) working days of such request.

- ~~The reasons shall not be publicly disclosed by the administration or Governing Authority.~~ *For a licensed employee who has not been offered and accepted a third-year contract for services and licensed educational assistants with less than one (1) year of employment the decision to terminate is not contestable under the School Personnel Act.*

- For licensed employees who have been offered and accepted a third-year contract for service and licensed educational assistants employed for more than one (1) year the following appeal procedure shall apply.

***Step 2 - Appeal Requirements and Content:***

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***Step 3 - Appeal Procedure:***

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- The Governing Authority shall meet to hear the employee's statement in no less than five (5) or more than fifteen (15) working days after receipt of the statement.

- The hearing shall be conducted informally in accordance with the provisions of the Open Meeting Act.

- Hearing Procedure:

- ▲ The employee and the Superintendent may each be accompanied by a person of their choice.

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▲ The Superintendent shall present the factual basis for determination that just cause exists for the termination, limited to the reasons provided to the employee.

▲ The employee shall present contentions, limited to the reason(s) why the licensed staff member believes the decision is without just cause.

▲ Rebuttal to the employee's presentation may be presented as deemed relevant by the Governing Authority.

▲ Witnesses called may be questioned by the Governing Authority, the Superintendent or an appointed representative, and the employee or an appointed representative.

▲ The Governing Authority may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable.

▲ ~~No record shall be made of the hearing.~~

▪ The Governing Authority shall take such action as is necessary in accordance with the Open Meeting Act to uphold or deny the recommendation to terminate. The Governing Authority shall notify the employee and the Superintendent of its decision in writing within five (5) working days from the conclusion of the meeting.

**Termination - Arbitration Appeal Pursuant to 22-10A-25 NMSA (1978)**

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**Discharge per 22-10A-27 NMSA (1978)**

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***Notice:***

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***Employee's Request for Hearing:***

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***Preliminary Information***

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**Discharge - Arbitration Appeal Pursuant to 22-10A-28 NMSA (1978)**

An employee aggrieved by a decision of the Governing Authority to discharge may appeal the decision to an arbitrator by doing the following: Submitting a written appeal to the Governing Authority within ten (10) working days from receipt of the written decision of the Governing Authority.

The Governing Authority may delegate responsibility for the arbitration to the Superintendent.

If the arbitration appeal is timely the Governing Authority (or Superintendent as delegee) and the employee shall meet within ten (10) working days from the receipt of the request for an appeal and select an independent arbitrator, qualified in accord with the applicable statute, to conduct the appeal. If the parties fail to agree on an arbitrator, they shall request the presiding judge in the judicial district in which the public school is located to select an independent arbitrator within five (5) working days from the date of the request.

The hearing shall be conducted within thirty (30) working days of selection of the independent arbitrator. The arbitrator shall give written notice of the date, time and place of the hearing, sending such notice to the employee and Governing Authority.

The parties shall be provided a copy of the relevant portion of this policy which shall include:

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▪ ~~A record shall be made of the hearing and each party may order the record at the expense of the party.~~ Either party desiring a record of the arbitration proceedings may, at the party's own expense, record or otherwise provide for a transcript of the proceedings; provided, however, that the record so provided shall not imply any right of automatic appeal or review.

- The arbitrator shall notify the employee and the Governing Authority of the decision in writing within thirty (30) working days from the conclusion of the arbitration hearing. The decision shall contain findings of fact and conclusions of law affirming or reversing the action of the Governing Authority.

Each party shall bear its own costs and expenses.

**Additional Provisions and Conditions**

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*Adopted:* date of manual adoption

- LEGAL REF.: School Personnel Act new section 1&2  
 22-5-4.3 NMSA  
 10-7E-1 to 10-7E-26 NMSA (1978) Public Employee Bargaining Act  
 10-15-1 NMSA (1978) Open Meeting Act  
 22-10A-5 NMSA (1978)  
 22-10A-24 NMSA (1978)  
 22-10A-25 NMSA (1978)  
 22-10A-26 NMSA (1978)  
 22-10A-27 NMSA (1978) Discharge hearing; procedures  
 22-10A-28 NMSA (1978) Appeals; independent arbitrator; qualifications; procedure; binding decision  
 22-10A-29 NMSA (1978) Compensation payments to discharged personnel  
 22-10A-30 NMSA (1978) Supervision and correction procedures

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22-10A-31 NMSA (1978) Denial, suspension and revocation  
of licenses

22-10A-32 NMSA (1978) Licensed school employees; required  
training program

6.60.9.9 NMAC Standards of Professional Conduct

6.60.9.12 NMAC Reporting Requirements

6.67.2.8 NMAC Notice of reemployment or termination of  
licensed personnel

CROSS REF.: DKA - Payroll Procedures/Schedules

GBEB - Staff Conduct

GCA - Professional Staff Positions

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legal advice. You may wish to consult an attorney for further explanation.

*Policy Services*

# Advisory 227

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44

**^ & ^ & ^G-9300 ©  
DISCIPLINE, SUSPENSION, TERMINATION  
AND DISCHARGE OF  
SUPPORT STAFF MEMBERS**

**GDQD**

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**Categories of Misconduct**

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*General Provisions for Discipline are as follows:*

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**Minor Discipline**

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***Step 1 - Notice and Hearing:***

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***Step 2- Decision (in writing):***

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**Appeal of Minor Discipline**

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**Termination Pursuant to  
22-10A-24 NMSA (1978)**

The following procedures will be used to impose any termination permitted under 22-10A-24 NMSA (1978) except that it does not apply to:

- A noncertificated school employee employed to perform primarily District-wide management. (22-10A-26 NMSA)

***Step 1 - Notice:***

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- Upon the Superintendent's determination of the existence of cause to terminate, the Superintendent shall notify the staff member of intent to terminate. The notice shall be in writing and shall be delivered in person or by first-class mail. The notice shall include the following:

- The statement that the employee has the right to request written reasons for the decision to terminate and such reasons shall be provided within five (5) working days of such request.

- ~~The reasons shall not be publicly disclosed by the administration or Governing Authority.~~ *A local Board may terminate a nonlicensed school employee with less than one (1) year of employment for any reason it deems sufficient.*

- For a nonlicensed school employee who has been employed for more than one (1) year the following appeal procedure shall apply.

***Step 2-3 Appeal Requirements and Content:***

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***Step 4 - Appeal Procedure:***

- The Governing Authority shall meet to hear the employee's statement in no less than five (5) or more than fifteen (15) working days after receipt of the statement.

- The hearing shall be conducted informally in accordance with the provisions of the Open Meeting Act.

- Hearing Procedure:

- ▲ The employee and the Superintendent may each be accompanied by a person of their choice.

- ▲ The Superintendent shall present the factual basis for determination that just cause exists for the termination, limited to the reasons provided to the employee.

- ▲ The employee shall present contentions, limited to the reason(s) why the staff member believes the decision is without just cause.

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▲ Rebuttal to the employee's presentation may be presented as deemed relevant by the Governing Authority.

▲ Witnesses called may be questioned by the Governing Authority, the Superintendent or an appointed representative, and the employee or an appointed representative.

▲ The Governing Authority may consider only such evidence as is presented at the hearing and need consider only such evidence as it considers reliable.

~~★—————No record shall be made of the hearing.~~

▪ The Governing Authority shall take such action as is necessary in accordance with the Open Meeting Act to uphold or deny the recommendation to terminate. The Governing Authority shall notify the employee and the Superintendent of its decision in writing within five (5) working days from the conclusion of the meeting.

### **Termination - Arbitration Appeal Pursuant to 22-10A-25 NMSA (1978)**

An employee still aggrieved by a decision of the Governing Authority may appeal the decision to an arbitrator by doing the following:

- Submitting a written appeal to the Superintendent within five (5) working days from receipt of the Governing Authority's written decision or refusal to grant a hearing on the issue of termination.
- Accompanying the written appeal shall be a statement of particulars specifying the grounds on which it is contended that the decision was impermissible pursuant to subsection E of Section 22-10A-24 NMSA (1978).
- Including in the contentions a statement of facts supporting the contentions.

Failure of the employee to submit a timely appeal or a statement of particulars with the appeal shall disqualify the employee for any appeal and render the Governing Authority's decision on termination final.

If the arbitration appeal request is timely and complete, the Governing Authority and the employee shall meet within ten (10) working days from the

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receipt of the request for an appeal and select an independent arbitrator, qualified in accord with the applicable statute, to conduct the appeal. If the parties fail to agree on an arbitrator, they shall request the presiding judge in the judicial district in which the employee's public school is located to select an independent arbitrator within five (5) working days of the date of the request.

A de novo (new) hearing shall be conducted within thirty (30) working days of selection of the independent arbitrator. The arbitrator shall give written notice of the date, time and place of the hearing, sending such notice to the employee and Governing Authority.

The parties shall be provided a copy of the relevant portion of this policy which shall include:

- Discovery shall be limited to depositions and requests for production of documents on a time schedule to be established by the arbitrator.
- The arbitrator may issue subpoenas for the attendance of witnesses and to produce books, records, documents and other evidence at the request of either party and has the power to administer oaths. Subpoenas issued shall be served and enforced in the manner provided by law for the service and enforcement of subpoenas in a civil action or in the manner provided by the American Arbitration Association's voluntary labor arbitration rules if that entity is used by the parties.
- The Governing Authority shall be required to prove by a preponderance of the evidence that just cause to discharge the employee existed at the time of the notice of intent to discharge the employee by the administration.
- Hearing Procedure:
  - The employee and the Governing Authority may each be accompanied by counsel.
  - The Governing Authority shall present the basis for determination that just cause exists for the discharge.
  - The employee shall present reason(s) why the recommendation is without just cause.

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- Either party shall be permitted to call witnesses and to introduce documentary evidence.
- Witnesses called may be questioned by, the Governing Authority or a representative, and the employee or a representative.
- Technical rules of evidence shall not apply, but, in ruling on the admissibility of evidence, the independent arbitrator may require reasonable substantiation of the statements or records tendered, the accuracy of truth of which is in reasonable doubt.
- ~~A record shall be made of the hearing and each party may order the record at the expense of the party.~~ Either party desiring a record of the arbitration process shall have the right to an automatic appeal or review.
- The arbitrator shall notify the employee and the Governing Authority of the decision in writing within ten (10) working days from the conclusion of the arbitration hearing. The decision shall contain findings of fact and conclusions of law affirming or reversing the action of the Governing Authority.

The parties shall be guided by the statute and arbitrator as to the conduct of the hearing, each bearing their own costs. The arbiter's fees and other expenses in the conduct of the arbitration shall be assigned at the discretion of the independent arbitrator.

*Adopted:* date of manual adoption

LEGAL REF.: School Personnel Act new section 1&2  
 22-5-4.3 NMSA  
 22-10A-24 NMSA (1978)  
 22-10A-25 NMSA (1978)  
 22-10A-26 NMSA (1978)

CROSS REF.: DKA - Payroll Procedures/Schedules

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# Advisory 228

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*Policy Services*

50

**REPORTING CHILD ABUSE /  
CHILD PROTECTION**

All ~~licensed school district personnel, school employees, school volunteers, contractors and contractors' employees~~ shall be required to complete training in the detection and reporting of child abuse and neglect, ~~including ethical misconduct, professional responsibilities,~~ sexual abuse and assault, and substance abuse. This requirement shall be completed ~~by all licensed within the school district employee's, school employee's, school volunteer's, contractors and contractors' employees during the 2014-2015 school year and all licensed employees hired thereafter during the first year of employment by a school district.~~ The training information shall be available through the department of education.

Every person, including ~~any schoolteacher or a school official~~ school employee licensed or unlicensed, who has information that is not privileged as a matter of law, who *knows or has a reasonable suspicion* that a child is an abused or a neglected child shall report the matter immediately to:

- New Mexico Child Abuse Hotline (1-855-333-SAFE or #SAFE from a cell phone [#SAFE = #7233]);
- a local law enforcement agency;
- the department office in the county where the child resides; or
- a tribal law enforcement or social services agency for any Indian child residing in Indian country.

The report shall contain the following information:

- The names and addresses of the minor, the parents, or the person or persons having custody of such minor, if known.
- The minor's age and the nature and extent of any injuries or physical neglect, including any evidence of previous injuries or physical neglect.

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- Any other information that such person believes might be helpful in establishing the cause of the injury or physical neglect.

The school administrator should be informed following the immediate report abuse, and the "Agency Referral Form and Procedure" should be used in order to have documentation and follow up (see the exhibit below).

A school administrator and/or their designee may permit a member of a law enforcement agency or an employee of the Human Services Department to interview the child with respect to a report without the permission of the child's parent, guardian or custodian.

A person who fails to report abuse as provided in 30-6-4 NMSA 1978 is guilty of a misdemeanor.

*Adopted:* date of manual adoption

LEGAL REF.: 22-10A-32 NMSA (1978)  
22-5-4.2 NMSA (1978)  
30-6-4 NMSA (1978)  
32A-4-2 NMSA (1978)  
32A-4-3 NMSA (1978)

CROSS REF.: GBEB - Staff Conduct  
GBEBB - Staff Conduct With Students  
JKA - Corporal Punishment

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**EXHIBIT**

**EXHIBIT**

**REPORTING CHILD ABUSE /  
CHILD PROTECTION**

**SUSPECTED ABUSE/NEGLECT**

To: **Law enforcement agency** - New Mexico Child Abuse Hotline  
(1-800-797-3260)  
(1-855-333-SAFE or #SAFE from a cell phone [#SAFE = #7233])

Student's name \_\_\_\_\_ Birth date \_\_\_\_\_ Sex \_\_\_\_\_

Address \_\_\_\_\_

Names of parents/guardians \_\_\_\_\_

School \_\_\_\_\_ Grade \_\_\_\_\_ Teacher \_\_\_\_\_

Description of injury (use reverse side of form if necessary) \_\_\_\_\_

Referral source: Name \_\_\_\_\_

Address \_\_\_\_\_ Position \_\_\_\_\_

*Symbols:*

*Severity:*

- |      |                  |       |          |
|------|------------------|-------|----------|
| A =  | Abrasion         | (1) = | Mild     |
| Bl = | Blister          | (2) = | Moderate |
| Bu = | Burn             | (3) = | Severe   |
| Br = | Bruise           |       |          |
| La = | Laceration       |       |          |
| Le = | Lesions          |       |          |
| S =  | Scar             |       |          |
| R =  | Rash             |       |          |
| V =  | Vermin           |       |          |
| O =  | Other (describe) |       |          |

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\_\_\_\_\_  
Signature and Title of Person Making the Report

\_\_\_\_\_  
Date

To whom reported \_\_\_\_\_ Date of oral report \_\_\_\_\_

***Copy filed in school superintendent and nurse's office***

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## **Relevant Statutes and Citations**

### **School Personnel Act new section 1&2**

**<https://nmlegis.gov/Sessions/21%20Regular/final/HB0128.pdf>**

22-5-4.2 NMSA Child Abuse-- Report Coordination--Confirmation

22-10A-2 NMSA Definitions-- as used in the School Personnel Act

22-10A-5 NMSA Background Checks--Known Convictions--Alleged Ethical Misconduct--Reporting Required--Penalty for Failure to Report

22-10A-24 NMSA Termination Decisions--Procedures

22-10A-25 NMSA Appeals--Independent Arbitrations

22-10A-32 NMSA School District Personnel, school employees, school volunteers, contractors and contractors' employees

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