



## Board of Education

Bret E. Wier, President; Ronald L. Anderson Vice-President  
Annie Lindsey, Secretary; Matthew E. Gonzales, Member; Nancy Hooker, Member  
Adán Estrada, Superintendent

*Vision: "Cimarron Municipal Schools' Students will be  
Challenged, Healthy, Engaged, Safe and Supported"*

*Mission: "Cimarron Municipal Schools will join with our Communities to  
Engage and Support Safe Healthy Students in a Challenging Educational Experience"*

Board of Education  
Regular Meeting

Wednesday  
October 17, 2018  
6:30 pm

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

# CIMARRON MUNICIPAL SCHOOLS

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

## CIMARRON MUNICIPAL SCHOOLS BOARD OF EDUCATION REGULAR MEETING

Eagle Nest Elementary/Middle School  
Wednesday, October 17, 2018  
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. September 19, 2018 – Regular Board Meeting
- VI. Public Forum
- VII. Art Melendres – Modrall Sperling (Discussion/Action)
  - A. Award Resolution
- VIII. Audit/Finance Committee Report
- IX. Strategic Planning Committee Report
- X. Safety Committee Report
- XI. Student and Staff Recognitions
- XII. Old Business (Discussion/Action)
  - A. Policy Service Advisory – 158-163 – 1<sup>st</sup> Reading
  - B. Policy Service Advisory – 164-165 – 1<sup>st</sup> Reading
- XIII. New Business (Discussion/Action)
  - A. Memorandum of Understanding – Cimarron Municipal School District and Mora/Colfax Head Start & Early Head Start Program
- XIV. Consider Approval of Consent Agenda Items (Discussion/Action)
  - A. Approval of the List of Warrants, Expenditure and Revenue Report, Budget Adjustments, Cash Transfers and Reconciliation, SB9, TECH Tax Report.
- XV. School Board Training Report

A. 2018 NMSBA Annual Convention, December 7 – December 8, 2018

- XVI. Superintendent's Report
  - A. CHS Construction Update
  - B. Facility Master Plan
  - C. IT Services Proposals
  
- XVII. Executive Session
  - A. Quarterly Progress Evaluation - Superintendent
  - B. Limited Personnel Matters
  
- XVIII. Limited Personnel Matters (Action)
  
- XIX. Next Regular School Board Meeting Agenda Items
  
- XX. Adjournment

The next Regular School Board Meeting is scheduled for Wednesday, November 14, 2018 at Cimarron Administration Board Room; 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

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

## CIMARRON MUNICIPAL SCHOOLS BOARD OF EDUCATION REGULAR MEETING

### DRAFT MINUTES

Moreno Valley High School  
Wednesday, September 19, 2018  
6:30 pm

- I. Call to Order
  - Mr. Wier called the meeting to order at 6:32 pm
- II. Pledge of Allegiance
- III. Roll Call
  - Mr. Wier, President; Mrs. Lindsey, Secretary; Mr. Gonzales, Member; Mrs. Hooker, Member were all present. Mr. Anderson, absent. There was a quorum.
- IV. Consider Approval of Agenda (Action)
  - Mrs. Hooker made the motion to approve the agenda. Mr. Gonzales seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
- V. Consider Approval of Minutes (Action)
  - A. August 15, 2018 – Regular Board Meeting
    - Mr. Gonzales made the motion to approve the Regular Board Minutes for August 15, 2018. Mrs. Lindsey seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
- VI. Public Forum
- VII. Art Melendres – Modrall Sperling (Discussion/Action)
  - A. Necessity Resolution
    - Mr. Gonzales made the motion to approve the Regular Board Minutes for August 15, 2018. Mrs. Lindsey seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
- VIII. Consider Approval of the Permanent Cash Transfer (Discussion/Action)
  - No action
- IX. Audit/Finance Committee Report
- X. Strategic Planning Committee Report
  - A. Status of SMART Goals
  - B. Status of Mission/Vision Video & Logo

- XI. Consider Approval of the Strategy Document (Discussion/Action)

Mr. Gonzales made the motion to approve the Strategy Document. Mrs. Lindsey seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
- XII. Safety Committee Report
- XIII. Student and Staff Recognitions
- XIV. Policy Service Advisory – 158-163 (Discussion)
- XV. Policy Service Advisory – 164-165 (Discussion)
- XVI. Old Business (Discussion/Action)
- XVII. New Business (Discussion/Action)
  - A. Consider Approval of Repair of CHS Track
    - Mr. Gonzales made the motion to approve the contract for Lone Mountain Construction. Mrs. Hooker seconds the motions. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
  - B. Consider Approval of the 2018-2019 Open Meetings Act Resolution
    - Mr. Gonzales made the motion to approve the 2018-2019 Open Meetings Act Resolution. Mrs. Hooker seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
  - C. Consider Approval of 2018-2019 REAP Grant
    - Mrs. Hooker made the motion to approve the 2018-2019 REAP Grant Award. Mrs. Lindsey seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
- XVIII. Consider Approval of Consent Agenda Items (Discussion/Action)
  - A. Approval of the List of Warrants, Expenditure and Revenue Report, Budget Adjustments, Cash Transfers and Reconciliation, SB9, TECH Tax Report.
    - Mr. Gonzales made the motion to approve the consent agenda items. Mrs. Lindsey seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
- XIX. School Board Training Report
  - A. Region III Meeting, Monday, October 15, 2018 – Cimarron, NM
  - B. 2018 NMSBA Annual Convention, December 7 – December 8, 2018
- XX. Superintendent’s Report
  - A. CHS Construction Update
  - B. School grades, especially CMS and what the plan is for improvement
  - C. PARCC Results to parents
  - D. Title IX Assurance

XXI. Executive Session

- Mr. Gonzales made the motion to begin Executive Session. Mrs. Hooker seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
  - Executive Session begins at 9:08 pm
- A. Sale or Purchase of Real Estate (Discussion)
1. Transportation Facility
- Mr. Gonzales made the motion to end Executive Session. Mrs. Hooker seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
  - Executive Session ends at 9:36 pm

XXII. Consider Approval of Purchase of 160 E. 11<sup>th</sup> Street, Cimarron, NM to be used as the Transportation Facility (Discussion/Action)

- Mr. Gonzales made the motion to purchase 160 East 11<sup>th</sup> Street, Cimarron, NM. Mrs. Hooker seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.

XXIII. Next Regular School Board Meeting Agenda Items

- Policy Service Advisory – 158-163 (Discussion)
- Policy Service Advisory – 164-165 (Discussion)

XXIV. Adjournment

- Mrs. Lindsey made the motion to adjourn. Mrs. Hooker seconds the motion. The Board was polled: Mr. Wier, I; Mrs. Lindsey, I; Mr. Gonzales, I. Mrs. Hooker, I. The motion carries.
- Meeting was adjourned at 9:43 pm

The next Regular School Board Meeting is scheduled for Wednesday, October 17, 2017 at Eagle Nest Elementary/Middle School; Meeting Time – 6:30 pm

Approval of Minutes:

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Bret E. Wier  
School Board President

Date

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Annie J. Lindsey  
School Board 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 special session in full conformity with law and the rules and regulations of the Board in the Eagle Nest Elementary/Middle School Board Meeting Room, Eagle Nest, New Mexico, on October 17, 2018, at the hour of 6:15 p.m. Upon roll call, the following members were found to be present:

PRESENT:

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ABSENT:

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ALSO PRESENT:

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The President announced that the Board would take action authorizing the issuance of the Cimarron Municipal School District No. 3, Colfax County, New Mexico, General Obligation Education Technology Notes, Series 2018 in the aggregate principal amount of \$500,000, expected to be dated November 21, 2018. The Board has received from the New Mexico Finance Authority an offer to enter into a lease purchase arrangement.

Upon motion duly made the following 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 IN THE PRINCIPAL AMOUNT OF \$500,000, DATED NOVEMBER 21, 2018, PAYABLE FROM 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 AND NOTES, THE MANNER OF ITS EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE LEASE PURCHASE ARRANGEMENT.

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 and note (the "Lease") 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, the Board has received an offer to enter into a Lease at a price equal to \$500,000, plus accrued interest from its date to the date of delivery, if any, and the Board is willing to accept the offer and award the Lease to the New Mexico Finance Authority (the "Lessor"); 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 and to levy and pledge general ad valorem taxes to pay the payments under the Lease, such obligation being a non-cancelable obligation of the District and a debt in accordance with the Act; and

WHEREAS, the Board has determined and does hereby determine that the Lease 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, Notes (the "Notes"), and the Rent Payments and to provide for the levy of taxes for the payment of payments on the Lease; and



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

WHEREAS, the Lease dated as of November 21, 2018, 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. The form of the Lease is attached hereto as Exhibit B; 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 issuance of the Lease heretofore taken by the Board and the officers of the District.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Lease is hereby approved, and the President of the Board is hereby authorized to execute the Lease 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 August 1, 2019 with interest to be paid semi-annually beginning February 1, 2019 and each August 1 and February 1 thereafter to August 1, 2021. 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 schedule 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 at a purchase price equal to \$500,000 plus accrued interest from its date to the date of delivery, if any.

B. The Lease shall be dated November 21, 2018 (the "Dated Date"), shall mature on August 1, 2021 and bear interest from the Dated Date to maturity at the rate of 2.820% per annum in the year 2019 for the Taxable components; and 1.860% per annum in the year 2019, 2.020% per annum in the year 2020, and 2.130% per annum in the year 2021 for the Tax Exempt components, payable to the Lessor thereof, or registered assigns, on February 1, 2019 through August 1, 2021 as follows:

**\$500,000**  
**Cimarron Municipal School District No. 3**  
**County of Colfax, New Mexico**  
**General Obligation Educational Technology Notes**  
**Series 2018**

**Taxable**

Series 2018			
<b><u>TYE</u></b> <b><u>10/30</u></b>	<b><u>Principal</u></b> <b><u>August 1</u></b>	<b><u>Estimated</u></b> <b><u>Coupon</u></b>	<b><u>Estimated</u></b> <b><u>Interest</u></b>
<b>8/01/19</b>	<b>\$79,950</b>	<b>2.820%</b>	<b>1,565.69</b>
<b>TOTAL</b>	<b><u>\$79,950</u></b>		<b>1,565.69</b>

**Tax Exempt**

Series 2018			
<b><u>TYE</u></b> <b><u>10/30</u></b>	<b><u>Principal</u></b> <b><u>August 1</u></b>	<b><u>Estimated</u></b> <b><u>Coupon</u></b>	<b><u>Estimated</u></b> <b><u>Interest</u></b>
<b>8/01/19</b>	<b>\$156,100</b>	<b>1.860%</b>	<b>5,767.77</b>
<b>8/0120</b>	<b>200,000</b>	<b>2.020%</b>	<b>5,402.14</b>
<b>8/01/21</b>	<b><u>63,950</u></b>	<b>2.130%</b>	<b><u>1,362.14</u></b>
<b>TOTAL</b>	<b><u>\$420,050</u></b>		<b>12,532.05</b>

Section 3. The Lease is being entered into pursuant to Section 6-15A-1 et seq. NMSA 1978, as amended. The Lease 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.

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

Section 5. When the Lease has been duly executed and authenticated, the Lease shall be delivered to the Lessor. The funds realized from the Lease shall be applied solely to the specified purpose for the Lease, but the Lessor 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. 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 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 for the Lease to be used solely for the purpose of paying the payments on the Lease 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 7. The President, Vice 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, the execution and delivery of the Lease, and such certificates as may be required by the Lessor, or bond counsel relating to, among other things, the signing of the Lease, 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 Tax-Exempt Notes from gross income for federal income tax purposes.

Section 8. A. The District covenants that it will restrict the use of the property in the Lease in such manner and to such extent, if any, as may be necessary so that the Lease will not constitute a violation under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The President, Vice President, Secretary, Superintendent and any other officer of the District having responsibility for the issuance of the Lease shall give an appropriate certificate of the District, for inclusion in the transcript of proceedings for the Lease, setting forth the reasonable expectations of the District regarding the facts and circumstances relevant to the tax treatment of interest on the Tax Exempt Notes.

B. With respect to the Tax Exempt Notes, 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 Tax Exempt 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) apply the proceeds of the Tax Exempt Notes to the 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 that interest under the Code. The President, Vice 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 9. 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 Lease 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 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 Tax Exempt Notes under the Code.

Section 10. After the Lease has been executed, this Resolution shall constitute a contract between the Board and the owner or owners of the Notes and shall be and remain irrevocable and unalterable until the Lease and the interest thereon shall have been fully paid, satisfied and discharged, defeased or until such payment has been duly provided for.

Section 11. The principal of and interest on the Lease shall be payable to the Lessor or assignee as shown on the registration books kept by BOKF, N.A., New Mexico, as "registrar/paying agent" (such entity and any successor thereto, the "Registrar/Paying Agent") for the Lease, upon maturity and upon presentation and surrender thereof at the principal offices of the Registrar/Paying Agent. Payment of interest on the Lease (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 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 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 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 Lease 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 Lease 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 Lessor 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.

Section 12. The Rent Payments relating to this Lease may not be prepaid and the Notes are not subject to redemption prior to maturity.

Section 13. 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 14. 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 17th day of October, 2018, 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 NOTES IN THE PRINCIPAL AMOUNT OF \$500,000, DATED NOVEMBER 21, 2018, PAYABLE FROM 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 AND NOTES, THE MANNER OF ITS EXECUTION, AND THE METHOD OF, AND SECURITY FOR, PAYMENT; AND PROVIDING FOR OTHER DETAILS CONCERNING THE LEASE PURCHASE ARRANGEMENT.

The Resolution directs and authorizes the issuance of the Cimarron Municipal School District No. 3, Colfax County, New Mexico General Obligation Education Technology Notes, Series 2018, in the aggregate principal amount of \$500,000; authorizes the form of Lease Purchase Arrangement; provides for the form of the Notes and the rent payments; provides for levy of taxes to pay the payments on the Lease; 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 Cimarron Municipal School District No. 3, Cimarron, New Mexico. This notice constitutes compliance with Section 6-15A-9 NMSA 1978.

DATED this 17<sup>th</sup> day of October, 2018.

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Secretary, Board of Education of  
Cimarron Municipal School District No. 3

(End of Form of Notice)

Section 15. All actions heretofore taken by the Board and the officers and employees of the District directed toward approving and entering into a Lease 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, which publications appeared in the *Taos News* on October 4 and October 11, 2018.

Section 16. This Resolution shall take effect immediately upon its adoption.

[Signature page follows]

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of October, 2018.

BOARD OF EDUCATION OF CIMARRON  
MUNICIPAL SCHOOL DISTRICT NO. 3

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

[SEAL]

ATTEST:

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

The motion to adopt the resolution upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

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Those Voting Nay:

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Those Absent:

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\_\_\_\_\_ (\_\_) members of the Board having voted in favor of such motion, the presiding officer declared such motion carried and the resolution adopted, whereupon the President and Secretary signed the foregoing proceedings and resolution upon the records of the minutes of the Board.



After transaction of other business not related to the Lease, the Board, upon motion duly made, seconded and carried, adjourned the meeting.

BOARD OF EDUCATION OF CIMARRON  
MUNICIPAL SCHOOL DISTRICT NO. 3

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

[SEAL]

ATTEST:

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



**Exhibit "A"**

**Meeting Agenda  
of October 17, 2018  
Board of Education Meeting**

(See attached)

**Exhibit "B"**

**Form of Lease Purchase Arrangement and Note**

**LEASE PURCHASE ARRANGEMENT**

**dated as of November 21, 2018**

**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 November 21, 2018 ("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 school board as defined in NMSA 1978, Section 6-15A-3(D), as amended, wishes to facilitate the acquisition and purchase of certain Property (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-16, 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 NMSA 1978, Section 6-15A-3B and, in the Technology for Education Act, NMSA 1978, Section 22-15A-2 as amended; and

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

WHEREAS, Lessor will cause to be provided funds for the acquisition, delivery, and purchase of the Property 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 the Property, 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 the Property to the extent permitted by the Act.

"Acquisition Fund" means the 2018 Lease Acquisition Fund-Taxable and 2018 Lease Acquisition Fund-Tax Exempt by that name established and maintained by Lessor pursuant to Section 3.1 of this Lease.

"Act" means the Education Technology Equipment Act, NMSA 1978, Sections 6-15A-1 to 6-15A-16, 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.

"Certificate of Acceptance" means a written acknowledgment of Lessee Representative to Lessor stating that all of the Property described in such acknowledgment has been acquired, delivered, and installed in conformity with the specifications of the seller, 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.

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

"Lease" means this Lease Purchase Arrangement.

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

"Lessee Representative" means the Superintendent of Schools or the 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 New Mexico Finance Authority, and any successor thereto by merger, acquisition, assignment, or otherwise.

"Lessor's Representative" means 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 twelve percent (12%).

"Note" means a note in the form attached hereto as Exhibit D evidencing the right to receive Rent Payments with components of principal and interest.

“Permitted Investments” means securities which are at the time legal investments of the Lessee for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc., or Standard & Poor's Rating Group; and (iv) the State Treasurer's short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

"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).

"Property" means, to the extent permitted by the NMSA 1978 §§ 6-15A-3(B), and 22-15A-2 education technology equipment used in the educational process.

"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 \$79,950.00.

“Tax Exempt Component or Tax Exempt Notes” means Notes in the amount of \$420,050.00

"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; and the Rent Payments are contractual obligations of Lessee within the meaning of Section 6-15A-8, NMSA 1978, as amended.

(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 Property 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.

(e) Lessee will provide Lessor the annual budget of Lessee for the following fiscal year within 90 days after the end of each fiscal year, if the annual budget has been approved by the State Public Education Department by that date, and if not then approved, within 30 days after approval.

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 Property 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 Property, 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 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, as amended) for the amount 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 THE PROPERTY**

Section 3.1. Deposit of Moneys. On the Closing Date, Lessor shall cause an amount equal to Seventy Nine Thousand Nine Hundred Fifty and 00/100 dollars (\$79,950.00) to be deposited into the Acquisition Fund-Taxable, and Four Hundred Twenty Thousand Fifty and no 00/100 dollars (\$420,050.00) to be deposited into the Acquisition Fund-Tax Exempt, to be established and maintained at a depository of the Lessor pursuant to the Indenture, requisitioned by the District to acquire the Property set forth in Exhibit A and to pay the financial and legal costs of the District associated with this Lease.

Section 3.2. Acquisition of the Property. Except as otherwise provided in this Section, Lessor agrees to the acquisition of the Property 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 Property. Lessee agrees that upon acquisition of any item of the Property it will take possession of that item of the Property under the terms and provisions of this Lease.

Lessee shall acquire such Property 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 Property, provided (i) any substituted property acquired with amounts in the Acquisition Fund shall meet the requirements and covenants for the Property set forth in this Lease and the Lessee's federal tax certificate related to such Property and the Rent Payments, and (ii) Lessee shall notify Lessor of such substitution and after all property (and property substituted for the Property) is acquired, Lessee shall provide an inventory of the Property 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 Property, a Lessee Representative shall deliver a certificate to the Finance Authority substantially in the form of Exhibit E attached hereto stating that, to the best of his or her knowledge, the Property 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 Acquisition Costs. As provided in Section 3.1, payment of the cost of acquiring Property shall be made from the moneys deposited by Lessor in the Acquisition Fund and requisitioned by Lessee by submittal of requisitions to the Lessor in the form attached hereto as Exhibit F.

Section 3.4. Unexpended Proceeds in Acquisition Fund. On the earlier of (a) three years from the Closing Date or (b) the filing with Lessor of the final inventory of Property 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 Acquisition Fund 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 PROPERTY**

Section 4.1. Lease. Lessor hereby leases to Lessee the Property, and Lessee hereby leases the Property 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 Property described therein shall commence on the Closing Date and shall continue until all payments under this Lease to finance such Property 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 of each item of the Property 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 of any item of Property, 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 for Property; Tax Pledge; Equitable Lien; Security Interest.

(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 Note owner 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 Notes as shown on the registration books kept by the 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 Notes (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 Note owner 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 Note owner 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 Property, 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.

Lessee agrees to pay any amounts required to be deposited to the Rebate Fund established under Section 5.4 hereof for rebate (hereinafter referred to as a "Rebate Payment") to the U.S. Department of the Treasury (which amounts shall be calculated by Lessee or its agent and the result of such calculation provided in writing to Lessor). Each Rebate Payment shall be made in accordance with the terms of Section 5.4 hereof. 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 a depository of the Lessee, 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 Lessor, 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 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 as they become due; all Rent Payments. This Section is hereby declared to be the note 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. However, if such taxes are insufficient for payment

of the Rent Payments, Lessee may use other funds that are lawfully available to make such payments. 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 Property 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 Property.

Section 4.6 Quiet Enjoyment. During the Term of this Lease, Lessee shall peaceably and quietly have and hold and enjoy the Property, 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 Property as provided in Section 6.3 hereof.

Section 4.7. Title to the Property. During the Term of this Lease, Lessee shall hold title to the Property 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 Property described in Exhibit A hereto shall be released upon payment by Lessee of One Dollar (\$1.00) without the necessity of any additional document of transfer.

Section 4.8. Lien. Lessee hereby grants Lessor a lien on the ad valorem taxes pledged to pay the Rent Payments as set forth in Section 4.4(d) hereof. Lessor acknowledges that it has a lien on the Pledged Taxes and a security interest in the Property.

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

## **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 Property 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 Property 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 Property as hereinbefore and hereafter or specifically set forth.

Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property 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 Property or the use contemplated by its manufacturer. The Property 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 Property.

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 Property 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 Property will be materially endangered or the Property 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 Property. Lessee, at its own expense, shall have the right to make additions, modifications and improvements to any item of the Property. All such additions, modifications and improvements shall thereafter comprise part of the Property and be subject to the provisions of this Lease. Such additions, modifications, and improvements shall not in any way damage the Property or cause it to be used for purposes other than those authorized under the provisions of state and federal law or in any way which would impair the tax exempt status of the interest components of the Rent Payments required to be made with respect to the Property; and the Property, 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 Property 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 Property. Lessee will not permit any mechanic's or other lien to be established or remain against the Property 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 Property, 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 Property 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 Property.

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 Property, 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 Note. 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:

(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 \$500,000, 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 2018 Cimarron Schools Lease Agreement 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 Property. Upon the delivery of any Property to Lessee's installation site, Lessee shall bear the entire risk of loss, damage, theft or destruction of such Property 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. 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.

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. 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.

#### **ARTICLE VI: DISCLAIMER OF WARRANTIES; ACCESS**

Section 6.1. Warranties. Lessee acknowledges and agrees that the Property 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 PROPERTY OR ANY ITEM THEREOF, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR ANY ITEM THEREOF ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION OR THE CONFORMITY OF THE PROPERTY 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 EQUIPMENT.

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 Property 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 Property. Lessee agrees that Lessor and any Lessor 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 Property.

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 Property; 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 Property 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; or

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. Before seeking to enforce any other legal or equitable right vested in Lessor or its assignees by this Lease or by law, Lessor must first seek through a mandamus action to enforce the payment of the Rent Payments due hereunder by the levying of ad valorem taxes, without limit as to rate or amount.

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, notes 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:

If to Lessee: Board of Education of the  
Cimarron Municipal School District No. 3  
125 N. Collison Avenue  
Cimarron, New Mexico 87714  
Attn: Superintendent

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, notes 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 Acquisition Fund shall be invested in Permitted Investments by Lessee; provided, however, that Lessee shall first obtain the written consent of Lessor before directing such investment.

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 Property 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.

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: \_\_\_\_\_  
Chief Executive Officer

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

(SEAL)

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

ATTEST:

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



**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 November 21, 2018, and has been duly registered on the registration books kept by the undersigned as Registrar/Paying Agent for the Lease and Note.

Date of Authentication and  
Registration: November 21, 2018

BOKF, NA, as Registrar/Paying Agent

By: \_\_\_\_\_  
AVP and Trust Officer

## **EXHIBIT A EQUIPMENT LIST**

### **Equipment**

500+ iPads current - to be phased out for life of device Chromebooks - 500 @ \$250ea = \$125,000

3D printer 3 @ \$1,550 = \$4,500

40 laptops (for teacher replacement)/yr @ \$750/ea = \$56,250

Color Laser Printer - one at the high school - \$2,000

Printers - 3 (Speed), 4 (admin) 7 @ \$500/ea - \$3,500

Tablets - 50 @\$200/ea = \$10,000

Misc.; covers, carts, headphones, broadcast headphones, chromecast, dongles, adapters, cables, batteries, campus camera sets, 3D printer ink - \$50,000

25 document cameras (ipevo) - \$1,600 = \$40,000

2 Performing Arts Center Sound System= \$10,000

WI-FI Upgrades \$10,000

Security Cameras in hall ways and exterior doors 3 schools = \$60,000

**Total Hardware = \$371,250**

### **Software**

Software Applications and Educational software will support the implementation of MS Server Operating System Office 365 Licensing technology integration curriculum. Educational staff will be able to use academic software to support individualized instruction for students. \$4200 per year x5 years = \$21,000

Assessment tools

Discovery \$4,600 = \$23,000

DIBELS - Math \$650 = \$3250

Achieve 3000 \$3,000= \$15,000

IXL = \$7500

**TOTAL SOFTWARE = \$69,750**

**EXHIBIT B**

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

Schedule of Rent Payments and Rent Payment Dates:

**Taxable**

<b>Series 2018</b>			
<b><u>TYE</u> <u>10/30</u></b>	<b><u>Principal</u> <u>August 1</u></b>	<b><u>Estimated</u> <u>Coupon</u></b>	<b><u>Estimated</u> <u>Interest</u></b>
<b>8/01/19</b>	<b>\$79,950</b>	<b>2.820%</b>	<b>1,565.69</b>
<b>TOTAL</b>	<b><u>\$79,950</u></b>		<b>1,565.69</b>

**Tax Exempt**

<b>Series 2018</b>			
<b><u>TYE</u> <u>10/30</u></b>	<b><u>Principal</u> <u>August 1</u></b>	<b><u>Estimated</u> <u>Coupon</u></b>	<b><u>Estimated</u> <u>Interest</u></b>
<b>8/01/19</b>	<b>\$156,100</b>	<b>1.860%</b>	<b>5,767.77</b>
<b>8/0120</b>	<b>200,000</b>	<b>2.020%</b>	<b>5,402.14</b>
<b>8/01/21</b>	<b><u>63,950</u></b>	<b>2.130%</b>	<b><u>1,362.14</u></b>
<b>TOTAL</b>	<b><u>\$420,050</u></b>		<b>12,532.05</b>

**Rent Payment Schedule**

<b><u>Period</u> <u>Ending</u></b>	<b><u>Principal</u></b>	<b><u>Coupon</u></b>	<b><u>Interest</u></b>	<b><u>Debt</u> <u>Service</u></b>	<b><u>Annual</u> <u>Debt</u> <u>Service</u></b>
8/01/2019	236,050	**%	7,333.46	243,383.46	243,383.46
2/01/2019			2,701.07	2,701.07	
8/01/2020	200,000	2.020%	2,701.07	202,701.07	205,402.14
2/01/2020			681.07	681.07	
8/01/2021	63,950	2.130%	681.07	64,631.07	65,312.14
	500,000		14,097.74	514,097.74	514,097.74

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  
Cimarron, New Mexico

We, the undersigned, hereby certify, in accordance with Section 3.2 of the Lease, Purchase Arrangement dated November 21, 2018, 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 Acquisition Fund 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  
Education Technology Note, Series 2018  
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  
Tax Exempt Lease Purchase Arrangement and Note  
dated as of November 21, 2018**

No. \_\_\_\_\_ \$ \_\_\_\_\_

<b>Interest Rate</b> _____ %	<b>Maturity Date</b> August 1, _____	<b>Original Dated Date</b> November 21, 2018
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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 and Note dated as of November 21, 2018 (as amended or supplemented from time to time, the "Lease") between New Mexico Finance Authority, as lessor (the "Lessor") and the Board as lessee (the "Lessee"). The interest of the owners of this Note is secured as provided in the Lease. As owners (the "Owners") of the Notes, Series 2018 (the "2018 Note"), evidencing an undivided interest in the right to receive certain Rent Payments in the original aggregate principal amount of \$420,050. Owners are entitled to receive Rent Payments consisting of principal and interest at 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, 2019, 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 series of Notes of which this note is one is limited to the total principal amount of \$420,000 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the Board for the purpose of acquiring technology equipment to the extent permitted by NMSA 1978 §§ 6-15A-3 (B) and 22-15A-2, The Technology for Education Act, under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (including §§ 6-15-3 through 6-15-10 NMSA 1978, and acts amendatory and supplemental thereto), 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 Note 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. Notes may be exchanged at the principal offices of the Registrar/Paying Agent for an equal aggregate

principal amount of notes 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 Notes.

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.

The Board and the District covenant that they will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary so that the Notes will not constitute arbitrage bonds 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 issuance of the Notes shall give an appropriate note, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the District regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Notes.

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.

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President, Board of Education  
Cimarron Municipal School District No. 3

(DISTRICT SEAL)

ATTEST:

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Secretary, Board of Education  
Cimarron Municipal School District No. 3



**AUTHENTICATION NOTE**

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:

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  
Education Technology Note, Series 2018  
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  
Taxable Lease Purchase Arrangement and Note  
dated as of November 21, 2018**

No. \_\_\_\_\_ \$ \_\_\_\_\_

**Interest Rate**                      **Maturity Date**                      **Original Dated Date**  
\_\_\_\_\_ %                      August 1, \_\_\_\_\_                      November 21, 2018

**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 and Note dated as of November 21, 2018 (as amended or supplemented from time to time, the "Lease") between New Mexico Finance Authority, as lessor (the "Lessor") and the Board as lessee (the "Lessee"). The interest of the owners of this Note is secured as provided in the Lease. As owners (the "Owners") of the Notes, Series 2018 (the "2018 Note"), evidencing an undivided interest in the right to receive certain Rent Payments in the original aggregate principal amount of \$79,950. Owners are entitled to receive Rent Payments consisting of principal and interest at 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, 2019, 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 series of Notes of which this note is one is limited to the total principal amount of \$79,050 of like tenor except as to number, denomination, maturity date, and interest rate, issued by the Board for the purpose of acquiring technology equipment to the extent permitted by NMSA 1978 §§ 6-15A-3 (B) and 22-15A-2, The Technology for Education Act, under the authority of and in full conformity with the Constitution and laws of the State of New Mexico (including §§ 6-15-3 through 6-15-10 NMSA 1978, and acts amendatory and supplemental thereto), 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 Note 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. Notes may be exchanged at the principal offices of the Registrar/Paying Agent for an equal aggregate

principal amount of notes 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 Notes.

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.

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President, Board of Education  
Cimarron Municipal School District No. 3

(DISTRICT SEAL)

ATTEST:

---

Secretary, Board of Education  
Cimarron Municipal School District No. 3

**AUTHENTICATION NOTE**

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:

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: \$500,000 Lease Purchase Arrangement dated as of November 21, 2018 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.: \_\_\_\_-PP

CLOSING DATE: NOVEMBER 21, 2018

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

FORM OF REQUISITION

RE: \$500,000 Lease Purchase Arrangement dated as of November 21, 2018 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  
207 Shelby Street  
Santa Fe, New Mexico 87501  
Attention: Accounting

You are hereby authorized to disburse from [specify either: the \$79,950 Acquisition Fund-taxable or the \$420,050 Acquisition Fund-tax exempt – based on the type of equipment purchased. See the Equipment List -- Exhibit A to the Lease] Cimarron Municipal School District No. 3 (Education Technology Lease Purchase Agreement), with regard to the above-referenced Lease Purchase Agreement the following:

NMFA LOAN NO.: \_\_\_\_-PP

CLOSING DATE: November 21, 2018

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 [specify either: the Acquisition Fund-taxable or the Acquisition Fund-tax exempt] – Cimarron Municipal School District No. 3 (Education Technology Lease Purchase Agreement).

All representations contained in the Lease Purchase Agreement 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.

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 Agreement.

CIMARRON MUNICIPAL SCHOOL  
DISTRICT NO. 3

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

By:

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

# **POLICY SERVICES**

## **ADVISORY**

Volume 15, Number 2

August 2018

### **CONTENTS**

**Policy Advisory No. 158 ..... IKAB - Report Cards / Progress Reports**

**Policy Advisory No. 159 ..... IKACA - Parent Conferences  
IKACA-R - Parent Conferences  
(Literacy Proficiency Notification and Conference)**

**Policy Advisory No. 160 ..... IKE - Promotion and Retention of Students**

**Policy Advisory No. 161 ..... IKEB - Acceleration  
IKEB-R - Acceleration**

**Policy Advisory No. 162 ..... IKF - Graduation Requirements**

**Policy Advisory No. 163 ..... JG - Assignment of Students to  
Classes and Grade Levels  
JG-R - Assignment of Students to  
Classes and Grade Levels**

### **Policy Advisory Discussion**

The following advisories are recommended for adoption by Policy Services to provide direction to staff on the implementation of recently adopted and revised New Mexico Administrative Code (NMAC) changes. The effective date for the NMAC changes indicated was 7/24/2018. Most of the recommendations are the result of the addition of 6.19.9 NMAC regarding early literacy remediation, interventions, and family engagement for K-3 students. Policy IKF, Graduation Requirements, is the only Policy change based on the revision of 6.19.7 NMAC, which establishes the way schools may implement the demonstration of competencies for high school graduation. **It is suggested that the documents 6.19.9 NMAC and 6.19.7 NMAC, found following the recommended policies, be read in their entirety before reviewing the recommended policies and regulations.**

6.19.9 NMAC is a refinement of 22-2C-6 NMSA, remediation programs; promotion policies; and restrictions. Essentially 6.19.9 NMAC inserts the additional requirement that an early literacy test be used multiple times for grades K - 3.

Instead of using the term academically proficient as in the statute, the Public Education Department (PED) has developed a new sub set by regulation, (NMAC) which is called grade level literacy for use with K -3 students. The language of the NMAC mimics the statutory requirements while adding notice, parent involvement, remediation steps, reporting, grade acceleration, and exemptions for grades K-3. The material has the appearance of being a subset of the original law while making additions that go beyond the scope of the original legislative enactment. These additions require that grade acceleration be offered, not a current requirement in statute, administrative and teaching duties be expanded by additional procedures to accommodate acceleration, and numerous reporting requirements be added.

**Policy Advisory No. 158 IKAB - Report Cards / Progress Reports.** A statement of the purpose of the progress report based on the benchmark assessment for literacy to be given to K-3 students is added to this policy. As read, the rule 6.19.9 NMAC intends that parent notification of the result of the assessment be used in the parent contact. It is unlikely that the midyear assessment would be available at the time of mid-year report cards, thus the inclusion of the statutory language for the notification and inclusion as a literacy progress report.

**Policy Advisory No. 159 IKACA - Parent Conferences.** Since a parent conference is required by 6.19.9 NMAC for K-3 students not proficient in literacy was added to the already required conference for those not academically proficient, a statement was added to the Parent Conference policy indicating the additional literacy proficiency requirement. If the student makes a passing score on literacy, that student could still fall under the academically insufficient guidelines. Regulation IKACA-R was also developed to present the specific requirements regarding the content of the written notice to parents and the conduct of the conference as well as the follow-up plans that are required in the new rule.

**Policy Advisory No. 160 IKE - Promotion and Retention of Students.** Another change to the language of the promotion and retention statute, 22-2C-6 NMSA is made by rule 6.19.9 NMAC. It provides that exemptions to retention other than the grade eight exemption or the parent waiver could be allowed under certain circumstances for K-3 students. This change is reflected in a bullet addition to the policy. Additionally, the change to the notice for a K-3 student who does not obtain grade level proficiency by the end of year benchmark assessment for literacy is noted by the addition of a paragraph adding the substitution of the retention option of the statute to the notice requirements.

**Policy Advisory No. 161 IKEB - Acceleration.** The new rule, 6.19.9 NMAC adds both whole grade and subject matter acceleration options for K-3 students, as well as suggesting that districts provide additional options. The K-3 addition of acceleration options is reflected in policy by an additional paragraph. Because the new rule includes specific directions on the minimum eligibility requirements, those directions were included in the addition of regulation IKEB-R. These changes will likely promote substantial additional teacher and administrative paperwork in the assignment of students to classes because of specific considerations required for acceleration eligibility.

**Policy Advisory No. 162 IKF - Graduation Requirements.** There has been considerable discussion over the past two years regarding graduation by use of Alternate Demonstration of Competency (ADC). Some districts have even developed policy on this issue. Districts should, by the imposition of the revised rule 6.19.7 NMAC, be informed that the PED has now assumed almost complete control of ADC. In part 8D of 6.19.7 NMAC the PED posits: "LEAs and school boards may offer all or some of the ADCs outlined in 6.19.7 NMAC with the exception of assessments required by the state. LEAs and school boards shall not provide options that are not outlined by the department." To clarify the new rule in policy IKF, policy services simply added the statement "in accordance with 6.19.7 NMAC" to the second bullet of the graduation requirements. Each district should look at their units required for graduation when making any change to this policy. Since this policy contains the minimum requirements for graduation, any district that has added requirements to the state minimum should give notice to Policy Services upon adoption as to the changes in the policy they have adopted. Those districts should not assume that the current language in their policy will automatically be brought over to the newly adopted policy.

One new twist on the graduation requirements, PED will: "In accordance with 6.19.7 NMAC, the department shall annually develop and publish a graduation manual for each graduating class starting with the class of 2022." Since that class enters this year as freshmen, the department intends to publish this manual. Be warned that the PED interpretation of some graduation requirements have been found to be inconsistent with the statutes. When the document comes out Policy Services will make a thorough review of the requirements. Also, once these requirements are published, no other requirements can be made by the State for the class of 2022 per state statute.

**Policy Advisory No. 163 JG - Assignment of Students to Classes and Grade Levels.** Policy JG is modified by changing the second paragraph to reflect the requirements of 6.19.9 NMAC relative to the allowance of parents to request acceleration. Because the new rule includes specific directions on the minimum eligibility requirements, these directions are included in the regulation JG-R. The changes will likely promote substantial additional teacher and administrative paperwork in the assignment of students to classes and grade levels because of specific considerations required for acceleration eligibility.

**Materials of a legal nature in support of this advisory may be found following the text of the policies.** 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].

**This Material is written for information only and is not intended as legal advice. Please consult your attorney if legal explanations are needed.**

## **REPORT CARDS / PROGRESS REPORTS**

### **District Report Cards**

Each school district must distribute copies of the state-wide indicators, containing the descriptions and information required by code.

The School District Report Card may be used to make such a report.

### **Student Progress Reports**

It is essential that students' progress in school be fully communicated to their parents.

Each school will report students' progress to the students and to their parents or guardians as appropriate. The reports will be clear, concise, and accurate, and will provide a basis of understanding among teachers, parents, and students for the benefit of the individual students. The Superintendent will develop progress report forms or cards in accordance with this policy.

The following specific requirements are established:

- Parents will be informed regularly, and at least four (4) times a year, as to the progress their children are making in school.
- Parents will be alerted and conferred with as soon as possible when a student's performance or attitude becomes unsatisfactory or shows marked or sudden deterioration.
- Insofar as possible, distinctions will be made between a student's attitude and academic performance.
- At comparable levels, the school will strive for consistency in grading and reporting except as this is inappropriate for certain classes or certain students.
- When grades are given, school staff members will take particular care to explain to parents the meaning of marks and symbols as they apply to student achievement.
- When no grades are given but evaluation is made informally in terms of the student's own progress, such evaluation will be a realistic appraisal of the skills developed by the student.
- Reports of progress for students qualified for services under the Individuals with Disabilities Education Act (I.D.E.A.) shall be based on their progress in the general curriculum and shall address whether the progress is sufficient to enable the student to achieve the goals stated in the student's individualized education program (IEP) by the end of the school year.

**K through 3 Literacy**  
**Progress Report**

If a K through 3 student is not proficient in literacy, as determined by the middle of year benchmark assessment for literacy, the student's teacher shall notify the student's parent or legal guardian formally, in writing, and hold a parent-teacher conference.

*Adopted:* date of manual adoption

LEGAL REF.: 22-2C-6 NMSA (1978)  
6.19.9 NMAC

CROSS REF.: IKACA - Parent Conferences  
IKAB - Report Cards/Progress Reports



## PARENT CONFERENCES

A parent shall be notified no later than the end of the second grading period that the parent's child is not academically proficient, and a conference consisting of the parent and the teacher shall be held to discuss possible remediation programs available to assist the student in becoming academically proficient. For the student in K - 3 who is not proficient in literacy, the parents shall be notified formally, in writing following the middle of year benchmark assessment for literacy and a parent-teacher conference will be held. Specific academic deficiencies and remediation strategies shall be explained to the student's parent and a written intervention plan developed containing time lines, academic expectations and the measurements to be used to verify that a student has overcome academic deficiencies.

The Superintendent will establish procedures for such conferences. In addition to scheduled opportunities, parents shall have opportunities to arrange conferences with teachers at other times during the year.

*Adopted:* date of manual adoption

LEGAL REF.: 22-2C-6 NMSA (1978)  
6.19.9 NMAC

CROSS REF.: IKAB - Report Cards/Progress Reports  
IKE - Promotion and Retention of Students

**REGULATION****REGULATION****PARENT CONFERENCES****(Literacy Proficiency Notification and Conference)**

- Written notification shall include:
  - student performance on the benchmark assessment for literacy and ongoing progress monitoring;
  - specific interventions implemented to-date;
  - strategies for parents or legal guardians to implement at home; and
  - parent or legal guardian options including: (i) daily intervention; (ii) remediation; or (iii) alternative programs.
  
- During the parent-teacher conference, the teacher shall review:
  - the student's performance in comparison to grade-level literacy standards;
  - results that indicate the student is not proficient in literacy as determined by benchmark assessments for literacy;
  - goals for student growth that will lead to proficiency in literacy by the end of the academic year; and
  - whether or not the student is on track to be college and career ready as measured by the middle of the year benchmark assessment for literacy.

Following the middle of the year notification and parent conference, the student assistance team (SAT) shall develop an academic improvement plan for any student not proficient in literacy, as determined by the middle of year benchmark assessment for literacy. The academic improvement plan shall clearly outline progress monitoring activities, associated timelines, and delegation of responsibilities for those interventions to ensure student progress toward proficiency in literacy by the end of the year.

## **PROMOTION AND RETENTION OF STUDENTS**

### **Regular Education**

The District is dedicated to the continuous development of each student.

The Board shall approve School-District-developed remediation programs and academic improvement programs to provide special instructional assistance to students in grades one (1) through eight (8) who do not demonstrate academic proficiency. The cost of remediation programs and academic improvement programs shall be borne by the School District. Remediation programs and academic improvement programs shall be incorporated into the School District's educational plan for student success and filed with the department.

Remediation programs and academic improvement programs include tutoring, extended day or week programs, summer programs and other research-based interventions and models for student improvement.

Diagnosis of weaknesses identified by a student's academic achievement may serve as criteria in assessing the need for remedial programs or retention.

### **Grades One through Eight**

At the end of grades one (1) through seven (7), three (3) options are available, dependent on a student's academic proficiency:

- The student is academically proficient and shall enter the next higher grade;
- The student is not academically proficient and shall participate in the required level of remediation. Upon certification by the School District that the student is academically proficient, he shall enter the next higher grade; or
- The student is not academically proficient after completion of the prescribed remediation program and upon the recommendation of the teacher and school principal shall be:
  - Retained in the same grade for no more than one (1) school year with an academic improvement plan developed by the student assistance team in order to become academically proficient, at which time the student shall enter the next higher grade; or

- Promoted to the next grade if the parent refuses to allow the child to be retained. In this case, the parent shall sign a waiver indicating a desire that the student be promoted to the next higher grade with an academic improvement plan designed to address specific academic deficiencies. The academic improvement plan shall be developed by the student assistance team outlining timelines and monitoring activities to ensure progress toward overcoming those academic deficiencies. Students failing to become academically proficient at the end of that year as measured by grades, performance on School District assessments and other measures identified by the School District shall then be retained in the same grade for no more than one (1) year in order to have additional time to achieve academic proficiency; or
- If a K-3 student, an exemption from promotion may be allowed only for good cause or pursuant to the completion of a retention waiver letter provided by the District in accordance with 6.19.9.10 NMAC.

At the end of the eighth (8th) grade, a student who is not academically proficient shall be retained in the eighth (8th) grade for no more than one (1) school year to become academically proficient or if the student assistance team determines that retention of the student in the eighth (8th) grade will not assist the student to become academically proficient, the team shall design a high school graduation plan to meet the student's needs for entry into the work force or a post-secondary educational institution. If a student is retained in the eighth (8th) grade, the student assistance team shall develop a specific academic improvement plan that clearly delineates the student's academic deficiencies and prescribes a specific remediation plan to address those academic deficiencies.

A student who does not demonstrate academic proficiency for two (2) successive school years shall be referred to the student assistance team for placement in an alternative program designed by the School District. Alternative program plans shall be filed with the department.

### **Grades K - 3 Literacy Insufficiency**

If a student has not achieved grade-level literacy proficiency by the end of year benchmark assessment for literacy, the student's teacher shall notify the student's parent or legal guardian formally, in writing, as at the midyear but with the retention option pursuant to 22-2C-6 NMSA.

### **Grades Nine through Twelve**

The cost of summer and extended day remediation programs and academic improvement programs offered in grades nine (9) through twelve (12) shall be borne by the parent; however, where parents are determined to be indigent according to guidelines established by the department, the School District shall bear those costs.

## **Special Education**

Any student qualified as a special education eligible student who is unable to meet regular academic requirements for promotion must meet the requirements of an alternative curriculum derived from the regular curriculum, which will be developed by an individualized educational program (IEP) team on an individual basis. Students placed in special education will complete the course of study as prescribed in their individual promotion plans and implemented through their individual education programs. Course work will be presented at a level commensurate with the student's ability. The student's permanent file shall identify the courses completed through special education.

*Adopted:* date of manual adoption

LEGAL REF.: 22-2C-6 NMSA (1978)  
6.19.9 NMAC

CROSS REF: IHBC - Programs for At-Risk/Disadvantaged  
IKAB - Report Cards/Progress Reports  
IKACA - Parent Conferences

**ACCELERATION**

Acceleration includes whole-grade promotion. For a K - 3 student subject matter acceleration is also to be offered. Additional options may be included per 6.19.9.11 NMAC for K - 3 students.

When circumstances indicate that acceleration ~~in-grade placement~~ is in the best interest of the student, close cooperation between the parents and all school personnel involved is imperative. Each student will have individual consideration, and decisions will be made only after a careful study of facts relating to the student's growth and development. The student's academic achievement level and mental ability are important, but physical and social characteristics are also determining factors. A decision should be based on sufficient data collected over a period of time and motivated by a desire to place the student in the school program where the greatest success will result.

The final decision to accelerate a student rests with the Superintendent. Parental involvement in all steps of the process is vital. Parental consent to the acceleration of a student should be in writing.

If parents do not approve of a decision regarding the acceleration of the student, they may appeal the decision to the Superintendent. Further appeal, if necessary, may be made to the Board.

*Adopted:* date of manual adoption

LEGAL REF.: 22-2C-6 NMSA (1978)  
6.19.9 NMAC

CROSS REF.: IKE - Promotion and Retention of Students

**REGULATION****REGULATION****ACCELERATION**

Each principal shall inform parents or legal guardians and K - 3 students of the options available at the school and the associated eligibility requirements for each option. If the parent or legal guardian selects one of these options, and the student meets the eligibility requirements established by the LEA, the student shall be provided the opportunity to participate in the acceleration option.

Eligibility requirements for K-3 acceleration to be included at a minimum are:

- the student's performance on a locally determined assessment;
- the student's performance as indicated on his or her individual student report;
- the student's grade point average;
- the student's attendance record;
- the student's conduct record;
- recommendations from one (1) or more of the student's teachers in core-curricula courses;
- recommendations from a certified school counselor or social worker, if one is assigned to the school in which the student is enrolled; and
- recommendations from the student's parent or legal guardian.

## GRADUATION REQUIREMENTS

### Regular Education

*Ninth grade class of 2009-2010 and after.* A minimum of twenty-four (24) units of credit aligned to the state academic content and performance standards as listed below are required for graduation for those beginning with the ninth (9th) grade class of 2009-2010. A student may receive a high school diploma of excellence after having demonstrated accomplishment of the standards or a portfolio of standards-based indicators in mathematics, reading and language arts, writing, social studies, and science adopted by the Secretary of Public Education. A student may also receive the Seal of Bilingual-Biliteracy on the diploma of excellence and have it noted on the school transcript by studying and attaining proficiency in a language other than English. If a student exits from the school system at the end of grade twelve (12) without having satisfied the above requirements, the student shall receive an appropriate state certificate indicating the number of credits earned and the grade completed. If within five (5) years after a student exits from the school system, the student satisfies the requirements listed, the student may receive a high school diploma of excellence. Graduation requirements shall not be changed for a student entering the ninth grade from the requirements specified in law at the time the student enrolled in the ninth (9th) grade.

Graduation requirements may be met as follows:

- By successful completion of subject area course requirements.
- By mastery of the standards or a portfolio of standards-based indicators adopted by the Secretary of Public Education in accordance with 6.19.7 NMAC and other competency requirements for the subject as determined by the Board.
- By earning credits through correspondence courses that meet graduation requirements and/or by passing appropriate courses at the college or university level if the courses are determined to meet standards and criteria established by the Board.

Graduation requirements are:

For students entering as ninth graders in 2009-2010 at least one (1) unit of the following twenty-four (24) units must be earned in an advanced placement or honors program, a dual-credit course or distance learning course.



English (grammar, nonfiction writing and literature emphasis) .....	4.0 units
*Math (one [1] equal to algebra II or higher unless parents sign off and a financial literacy course may meet one of the required units) .....	4.0 units
*Science ( two [2] with a laboratory component ) .....	3.0 units
United States History and Geography, World History and Geography, and Government and Economics and one-half (1/2) unit of New Mexico History .....	3.5 units
Physical Education or marching band or Jr. ROTC or NMAA sanctioned interscholastic sports.....	1.0 unit
Career cluster course, workplace readiness or language.....	1.0 unit
**Electives including student service learning .....	<u>7.5 units</u>
<b>Total</b> .....	<u>24.0 units</u>

\*For students entering the ninth (9th) grade in the 2017-2018 school year and after, a course in computer science may satisfy either a unit of mathematics or science, but not both, if taken after competency is determined in the subject for which the unit is applied.

\*\*For students entering the eighth (8th) grade in the 2012-2013 school year and after, a course in health education is required prior to graduation.

A student shall develop and file an updated final next-step plan during the senior year and prior to graduation that conforms with the requirements for a student curriculum plan pursuant to 22-13-1.1 NMSA 1978. The plan shall explain any differences from previous interim next-step plans, shall be filed with the principal of the student's high school and shall be signed by the student, the student's parent or guardian and the student's guidance counselor or other school official charged with coursework planning for the student. An individualized education program (IEP) filed with the principal that meets the applicable transition and procedural requirements of the federal Individuals with Disabilities in Education Act for qualified students shall satisfy the next-step requirements for that student.

Final examinations shall be administered to all students in all classes offered for credit.

Parents are to be notified in writing not later than the conclusion of the third (3rd) nine (9)-weeks grading period of their student's senior year if the student is at risk of not meeting all graduation requirements. Progress reports are to be provided to parents and students at each grading period.

A high school student required to transfer to an out-of-state school by the transfer of the student's parents, who are members of the New Mexico National Guard or the armed forces of the United States, may request that a diploma be issued by the New Mexico high school of transfer. The student must meet the guidelines and comply with the requirements of the New Mexico Statutes Annotated regarding military dependent transfers and their courses and grades must meet or exceed New Mexico's requirements for graduation as determined by the School District.

### **Special Education**

Listed above, under "Regular Education," are the requirements that must be completed before a student may receive a high school diploma or diploma of excellence. Completion of graduation requirements for special education students who do not meet the required units of credit shall be determined on a case-by-case basis in accordance with the special education course of study and the individualized education program of the student.

*Adopted:* date of manual adoption

LEGAL REF.: 22-13-1.1 NMSA (1978)  
22-13-1.4 NMSA (1978)  
6.19.7 NMAC  
6.29.1.9 NMAC

CROSS REF.: IGD - Curriculum Adoption  
IGE - Curriculum Guides and Course Outlines  
IHA - Basic Instructional Program  
IIE - Student Schedules and Course Loads  
IKA - Grading/Assessment Systems  
JFABC - Admission of Transfer Students  
JG - Assignment of Students to Classes

## ASSIGNMENT OF STUDENTS TO CLASSES AND GRADE LEVELS

Students who apply for admission to grades one (1) through twelve (12) on the basis of prior schooling outside the District will be placed initially at the grade levels they have reached elsewhere subject to determination of accomplishment of standards required for that placement.

Assignment of a student to classes (classroom or subjects) ~~shall be~~ are generally made based upon the student's grade-level assignment, completion of any prerequisites, achievement of any required standard, and any classroom limitations or class-size guidelines, in that order. Per 6.19.9 NMAC, a K-3 student whose parents have requested acceleration, will be given consideration for grade level and class based on guidelines in the accompanying regulation.

The Superintendent shall establish procedures for guiding the review and assignment of students to classes and grade levels.

*Adopted:* date of manual adoption

LEGAL REF.: 22-2C-6 NMSA (1978)  
6.19.9 NMAC

CROSS REF.: IKE - Promotion, Retention and Acceleration of Students  
IKEB - Acceleration  
IKF - Graduation Requirements  
JFABC - Admission of Transfer Students  
JFB - Open Enrollment

**REGULATION****REGULATION****ASSIGNMENT OF STUDENTS TO  
CLASSES AND GRADE LEVELS****Elementary School**

The principal will determine whether there should be any change in the grade-level placement of the student. In making such determination, the principal will be guided by teacher recommendations and consultation with the parent(s).

Assignment of a student to classes shall be the responsibility of the principal. after consideration of the student's grade-level assignment, completion of any prerequisites, the student's achievement, and any classroom limitations or class-size guidelines. Upon a parent or guardian's request for acceleration of a K-3 student, the following should be considered:

- the student's performance on a locally determined assessment;
- the student's performance as indicated on his or her individual student report;
- the student's grade point average;
- the student's attendance record;
- the student's conduct record;
- recommendations from one (1) or more of the student's teachers in core-curricula courses;
- recommendations from a certified school counselor or social worker, if one is assigned to the school in which the student is enrolled; and
- recommendations from the student's parent or legal guardian.

**High School**

The principal shall establish the number of credits needed for a student to be placed at a particular grade level. The determination of grade level will be made based upon progress toward graduation requirements normally expected of a student to graduate in a four (4)-year period. Students will be assigned to grade levels based upon the credits earned and accepted by the District.

The principal of the high school will prepare a list of prerequisites for classes offered in the high school, specifically stating grade level and credit or achievement required before a pupil can take a specific class or subject. Also included shall be a statement of priority for assignment to a class or subject - with classroom limits based upon number of sections offered or scheduled - and/or the class-size guidelines. The list developed will be submitted to the Superintendent for approval. All subjects offered in the high school will be included in the list.

The principal of the high school ~~will designate~~ may delegate responsibility for determining the grade level and specific classes or subject assignment of a student. The assignments shall be made consistent with policy, regulations, and approved school guidelines.

# RELEVANT STUTUES, RULES AND CITATIONS

New Mexico Register / Volume XXIX, Issue 14 / July 24, 2018

## TITLE 6 PRIMARY AND SECONDARY EDUCATION CHAPTER 19 PUBLIC SCHOOL ACCOUNTABILITY PART 7 DEMONSTRATION OF COMPETENCY FOR HIGH SCHOOL GRADUATION

**6.19.7.1 ISSUING AGENCY:** Public Education Department, herein after the department.  
[6.19.7.1 NMAC - Rp, 6.19.7.1 NMAC, 7/24/2018]

**6.19.7.2 SCOPE:** This rule shall apply to public schools, state educational institutions, and state agencies enrolling high school students except for institutions of higher education and the New Mexico military institute. The rule shall apply beginning with the graduating class of 2022. If any part or application of this rule is held invalid, the remainder of the rule or its application in other situations shall not be affected.  
[6.19.7.2 NMAC – Rp, 6.19.7.2 NMAC, 7/24/2018]

**6.19.7.3 STATUTORY AUTHORITY:** Sections 22-2-1, 22-2-2, 22-2C-4.1, and 22-13-1.1 NMSA 1978.  
[6.19.7.3 NMAC – Rp, 6.19.7.3 NMAC, 7/24/2018]

**6.19.7.4 DURATION:** Permanent.  
[6.19.7.4 NMAC - Rp, 6.19.7.4 NMAC, 7/24/2018]

**6.19.7.5 EFFECTIVE DATE:** July 24, 2018, unless a later date is cited at the end of a section.  
[6.19.7.5 NMAC - Rp, 6.19.7.5 NMAC, 7/24/2018]

**6.19.7.6 OBJECTIVE:** The objective of this rule is to establish pathways for demonstrating competency in mathematics, reading, writing, science, and social studies for high school graduation. This rule defines eligibility requirements, establishes appropriate assessment options, and outlines requirements for standards-based portfolios. [6.19.7.6 NMAC - Rp, 6.19.7.6 NMAC, 7/24/2018]

### **6.19.7.7 DEFINITIONS:**

**A. “Alternative assessment”** means a department-approved assessment such as a college placement assessment, end-of-course exam, or diagnostic assessment used to demonstrate competency for high school graduation. Assessments shall be published in the department’s graduation manual and include only nationally and statewide-normed standardized assessments.

**B. “Alternative demonstration of competency” or “ADC”** means a department-approved, alternative option used to demonstrate competency in mathematics, reading, writing, science, or social studies for high school graduation, specifically an end of course exam, alternative assessment, or competency-based alternative as defined in Subsections A, E, and H of 6.19.7.7 NMAC.

**C. “Artifacts”** means independently-created student work that demonstrates competency in the core content areas. Artifacts may include work from as early as grade 10.

**D. “College placement assessment”** means a department-approved assessment measuring the readiness of a high school student for success in higher education. College placement assessments shall include nationally-normed standardized assessments used for college admissions, international baccalaureate assessments, or advanced placement exams. Assessments shall be published in the department’s graduation manual.

E. **“Competency-based alternative”** means department-approved options such as industry-recognized credentials or certificates, programs of study, dual enrollment credits, or standards-based portfolios used to demonstrate competency of state standards for high school graduation.

F. **“Core content areas”** means mathematics, reading, writing, science, and social studies.

G. **“Diagnostic assessment”** means a department-approved assessment that measures the accurate placement of students in postsecondary courses.

H. **“End-of-course exam” or “EOC”** means the department-approved exam administered to assess student content knowledge upon completion of a course.

I. **“Local Education Agency” or “LEA”** means a local school district or state-chartered charter school.

J. **“Primary demonstration of competency”** means the primary assessment adopted by the state to serve as the first and preferred indicator of student competency in each core content area.

K. **“Program of study”** means a progressive continuum of courses that may be offered across grades nine through 12 to provide technical training, training to prepare for employment, and training to prepare for entry into postsecondary education.

L. **“Standards-based portfolio”** means the collection of artifacts that demonstrate a student’s mastery of state standards in writing, science, or social studies.

M. **“Workforce readiness assessment”** means a department-approved assessment developed for the purpose of measuring the readiness of a high school student for success in a career. Workforce readiness assessments may include department-approved standardized assessments or industry-recognized certifications or credentials.

[6.19.7.7 NMAC - Rp, 6.19.7.7 NMAC, 7/24/2018]

#### **6.19.7.8 GENERAL REQUIREMENTS FOR DEMONSTRATIONS OF COMPETENCY:**

A. In accordance with 6.19.7 NMAC, the department shall annually develop and publish a graduation manual for each graduating class starting with the class of 2022. The manual shall be published on the department’s website or available upon request. The graduation manual shall include information on graduation requirements, primary demonstrations of competency, alternative assessments, and competency-based alternatives.

B. Students may demonstrate competency in each of the core content areas through the primary demonstration of competency, alternative assessments, or competency-based alternatives as outlined in Sections 10 through 14 of 6.19.7 NMAC.

(1) **Standards-based portfolio.** Portfolios may be used as a demonstration of competency in writing, science, or social studies. Portfolio artifacts may include student work from as early as grade 10.

(2) **Insufficient indicators.** Alternative demonstrations of competency of state standards for high school graduation shall not include the following:

(a) artifacts which are not the product of the student's independent work;

- (b) collaborations in which an individual student's contributions cannot be distinguished;
- (c) teacher or employer recommendations;
- (d) artifacts that are not related to content areas required for graduation;
- (e) letters of acceptance from higher education institutions;
- (f) assessments not included in the graduation manual; or
- (g) assessments developed by LEAs, schools, or individual teachers.

**C.** LEAs shall offer the opportunity to make an additional attempt on the primary demonstration of competency to any student who does not demonstrate competency on their first attempt.

**D.** LEAs and school boards may offer all or some of the ADCs outlined in 6.19.7 NMAC with the exception of assessments required by the state. LEAs and school boards shall not provide options that are not outlined by the department.

**E.** If at the end of grade twelve a student has not demonstrated competency of state standards in the core content areas, the student shall be issued a certificate indicating course credits earned and grade level completed. Students issued a certificate may provide alternative demonstrations of competency within five years of exiting a public school or state educational institution in order to satisfy competency in required core content areas and earn a New Mexico diploma of excellence.

**F.** Students with an IEP that provides for individualized graduation indicators shall adhere to the expectations for either the modified or ability option outlined in the graduation manual. Students shall attempt the assessments defined in their IEP as the primary demonstration of competency before leveraging an ADC. Individualized passing scores on primary and alternative assessments, as well as appropriate modifications to the competency-based alternatives, shall be determined by the IEP team. Individualized passing scores may be subject to department review. Students following the requirements for the modified or ability option who meet the competency requirements established in their IEP on the primary demonstration of competency, an alternative assessment, or a competency-based alternative shall earn a New Mexico diploma of excellence.

**G.** Schools shall ensure that all grade 11 students participate in the readiness assessment system pursuant to 22-2C-4.1 NMSA 1978. Students shall select and participate in one or more of the following as defined by the department at no cost to the student:

- (1) a college placement assessment;
- (2) a workforce readiness assessment; or
- (3) an alternative demonstration of competency.

[6.19.7.8 NMAC - Rp, 6.19.7.8 NMAC, 7/24/2018]

**6.19.7.9 DATA REPORTING AND GRADUATION RATES:**

**A. Data reporting.** LEAs shall provide data documenting the use of ADCs on a timeline and in a format that is in alignment with end of year data reporting requirements. LEAs shall report the percentage of students having graduated under the following categories, disaggregated by the federally required subgroups of students:



- (1) recipients of the New Mexico diploma of excellence who did not utilize an ADC; and
- (2) recipients of the New Mexico diploma of excellence who utilized at least one ADC to demonstrate competency for high school graduation, disaggregated by the type of ADC used and the core content area.

**B. Department audits.** The department may conduct annual, randomized audits at the school and LEA level to monitor the implementation of 6.19.7 NMAC. LEAs shall cooperate with department audits. Audits may include review and analysis of any of the following:

- (1) standards-based portfolios;
- (2) scoring of completed standards-based portfolios;
- (3) student records indicating graduation pathways; or
- (4) other information or materials deemed necessary by the department.

**C. Recordkeeping.** Electronic records of alternative demonstrations of competency shall be kept by LEAs for no fewer than five years and in accordance with federal and state requirements. [6.19.7.9 NMAC - Rp, 6.19.7.9 NMAC, 7/24/2018]

#### **6.19.7.10 DEMONSTRATION OF COMPETENCY IN MATHEMATICS:**

**A. Primary demonstration of competency in mathematics.** Students shall attempt to demonstrate competency in mathematics using the primary demonstration of competency in one or more of the following: algebra II, geometry, or integrated mathematics II or III.

**B. Alternative assessments in mathematics.** A student who does not demonstrate competency on the primary demonstration of competency may leverage an alternative assessment.

- (1) If a student has made one attempt on the primary demonstration of competency in mathematics, the student shall be eligible to use any of the following assessments to demonstrate competency:
  - (a) EOC in algebra II, geometry, pre-calculus, or integrated mathematics II or III; or
  - (b) alternative assessments in mathematics as defined in the graduation manual.

(2) Passing scores to qualify for demonstration of competency using an alternative assessment shall be determined by the department and provided in the graduation manual.

**C. Competency-based alternatives in mathematics.** A student who does not demonstrate competency after making at least one attempt on the primary demonstration of competency in mathematics may leverage a competency-based alternative.

- (1) Students leveraging competency-based alternatives shall accomplish at least one of the following in addition to completing one of the competency-based alternatives outlined in Paragraph (2) of Subsection C of 6.19.7.10 NMAC:
  - (a) earn a grade of at least 3.0 on a 4.0 scale in the coursework required for graduation in algebra II, geometry, or integrated mathematics II or III;

- (b) meet the performance level of “approaches expectations” on the primary demonstration of competency for algebra II, geometry, integrated mathematics II or III;
  - (c) enroll in and pass no fewer than four courses over the duration of grade 12, including a course in algebra II, geometry, or integrated mathematics II or III;
  - (d) earn an offer letter from a branch of the United States military for full-time enlistment;
  - (e) earn acceptance into an apprenticeship; or
  - (f) complete a department-approved internship for credit.
- (2) A competency-based alternative in mathematics shall be one of the following:
- (a) attainment of a department-approved, industry-recognized certificate or credential in an area that incorporates skills in mathematics, as determined by the department;
  - (b) completion of a program of study with courses that integrate state standards for mathematics, as determined by the department, with a minimum grade point average of 3.0 on a 4.0 scale; or
  - (c) attainment of at least one dual enrollment credit with a minimum grade of 3.0 on a 4.0 scale in a mathematics course approved by the department. [6.19.7.10 NMAC - Rp, 6.19.7.10 NMAC, 7/24/2018]

**6.19.7.11 DEMONSTRATION OF COMPETENCY IN READING:**

**A. Primary demonstration of competency in reading.** Students shall attempt to demonstrate competency in reading using the primary demonstration of competency in grade eleven English language arts.

**B. Alternative assessments in reading.** A student who does not demonstrate competency in reading on the primary demonstration of competency may leverage an alternative assessment.

(1) If a student has made one attempt on the primary demonstration of competency in reading, the student shall be eligible to use any of the following assessments to demonstrate competency:

- (a) EOC in grade 11 or 12 reading; or
- (b) alternative assessments in reading as defined in the graduation manual.

(2) Passing scores to qualify for demonstration of competency using an alternative assessment shall be determined by the department and provided in the graduation manual.

**C. Competency-based alternatives in reading.** A student who does not demonstrate competency in reading after making at least one attempt on the primary demonstration of competency in reading may leverage a competency-based alternative.

(1) Students leveraging competency-based alternatives shall accomplish at least one of the following in addition to completing one of the competency-based alternatives outlined in Paragraph (2) of Subsection C of 6.19.7.11 NMAC:

- (a) earn a grade of at least 3.0 or higher on a 4.0 scale in the coursework required for graduation in grade eleven or twelve English language arts;

- (b) meet the performance level of “approaches expectations” on the primary demonstration of competency for grade eleven English language arts;
- (c) enroll in and pass no fewer than four courses over the duration of grade twelve including a course in grade twelve English language arts;
- (d) earn an offer letter from a branch of the United States military for full-time enlistment;
- (e) earn acceptance into an apprenticeship; or
- (f) complete a department-approved internship for credit.

(2) A competency-based alternative in reading shall be one of the following:

- (a) attainment of a department-approved, industry-recognized certificate or credential in an area that incorporates skills in grade 11 or 12 reading, as determined by the department;
- (b) completion of a program of study with courses that integrate state standards for reading, as determined by the department, with a minimum grade point average of 3.0 on a 4.0 scale; or
- (c) attainment of at least one dual enrollment credit with a minimum grade of 3.0 on a 4.0 scale in an English language arts course approved by the department. [6.19.7.11 NMAC - Rp, 6.19.7.11 NMAC, 7/24/2018]

**6.19.7.12 DEMONSTRATION OF COMPETENCY IN WRITING:**

**A. Primary demonstration of competency in writing.** Students shall attempt to demonstrate competency in writing using the primary demonstration of competency in grade 11 English language arts.

**B. Alternative assessments in writing.** A student who does not demonstrate competency in writing on the primary demonstration of competency may leverage an alternative assessment.

(1) If a student has made one attempt on the primary demonstration of competency in writing, the student shall be eligible to use any of the following assessments to demonstrate competency:

- (a) EOC in grade 11 or 12 writing; or
- (b) alternative assessments in writing as defined in the graduation manual.

(2) Passing scores to qualify for demonstration of competency using an alternative assessment shall be determined by the department and provided in the graduation manual.

**C. Competency-based alternatives in writing.** A student who does not demonstrate competency in writing after making at least one attempt on the primary demonstration of competency in writing may leverage a competency-based alternative.

(1) Students leveraging competency-based alternatives shall accomplish at least one of the following in addition to completing one of the competency-based alternatives outlined in Paragraph (2) of Subsection C of 6.19.7.12 NMAC:

- (a) earn a grade point average of at least 3.0 on a 4.0 scale in the coursework required for graduation in grade 11 or 12 English language arts;
- (b) meet the performance level of “approaches expectations” on the primary demonstration of competency for grade 11 English language arts;
- (c) enroll in and pass no fewer than four courses over the duration of grade 12 including a course in grade 12 English language arts;
- (d) earn an offer letter from a branch of the United States military for full-time enlistment;
- (e) earn acceptance into an apprenticeship; or
- (f) complete a department-approved internship for credit.

(2) A competency-based alternative in writing shall be one of the following:

- (a) attainment of a department-approved, industry-recognized certificate or credential in an area that incorporates skills in grade 11 or 12 writing, as determined by the department;
- (b) completion of a program of study with courses that integrate state standards for writing, as determined by the department, with a minimum grade point average of 3.0 on a 4.0 scale;
- (c) attainment of at least one dual enrollment credit with a minimum grade of 3.0 on a 4.0 scale in an English language arts course approved by the department; or
- (d) completion of a standards-based portfolio demonstrating mastery of grade eleven or twelve state writing standards.

(3) A student leveraging a standards-based portfolio to demonstrate competency in writing shall provide artifacts that demonstrate the student’s ability to apply the knowledge and skills articulated in grade 11 or 12 writing state standards. Portfolio artifacts shall demonstrate the student’s ability to produce clear and coherent writing in which the development, organization, and style are appropriate to the task, purpose, and audience. [6.19.7.12 NMAC - N, 7/24/2018]

**6.19.7.13 DEMONSTRATION OF COMPETENCY IN SCIENCE:**

**A. Primary demonstration of competency in science.** Students shall attempt to demonstrate competency in science using the primary demonstration of competency in grade 11 science.

**B. Alternative assessments in science.** A student who does not demonstrate competency in science on the primary demonstration of competency in grade 11 science may leverage an alternative assessment.

(1) If a student has made one attempt on the primary demonstration of competency in science, the student shall be eligible to use any of the following assessments to demonstrate competency:

- (a) EOC in high school level science; or
- (b) alternative assessments in science as defined by the graduation manual.

(3) Passing scores to qualify for demonstration of competency using an alternative assessment shall be determined by the department and provided in the graduation manual.

**C. Competency-based alternatives in science.** A student who does not demonstrate competency in science after making at least one attempt on the primary demonstration of competency in science may leverage a competency-based alternative.

(1) Students leveraging competency-based alternatives shall accomplish at least one of the following in addition to completing one of the competency-based alternatives outlined in Paragraph (2) of Subsection C of 6.19.7.13 NMAC:

- (a) earn a grade of at least 3.0 on a 4.0 scale in the coursework required for graduation in high school science;
- (b) meet the performance level of “approaches expectations” on the primary demonstration of competency in grade 11 science;
- (c) enroll in and pass no fewer than four courses over the duration of grade 12 including a course in high school science;
- (d) earn an offer letter from a branch of the United States military for full-time enlistment;
- (e) earn acceptance into an apprenticeship; or
- (f) complete a department-approved internship for credit.

- (2) A competency-based alternative in science shall be one of the following:
- (a) attainment of a department-approved, industry-recognized certificate or credential in an area that incorporates skills in science, as determined by the department;
  - (b) completion of a program of study with courses that integrate state standards for science, as determined by the department, with a minimum grade point average of 3.0 on a 4.0 scale;
  - (c) attainment of at least one dual enrollment credit with a minimum grade of 3.0 on a 4.0 scale in a science course approved by the department; or
  - (d) completion of a standards-based portfolio demonstrating mastery of state standards for high school science.
- (3) A student leveraging a standards-based portfolio to demonstrate competency in science shall provide artifacts that demonstrate the student's ability to apply the knowledge and skills articulated in the state standards for high school science.  
[6.19.7.13 NMAC - N, 7/24/2018]

**6.19.7.14 DEMONSTRATION OF COMPETENCY IN SOCIAL STUDIES:**

**A. Primary demonstration of competency in social studies.** Students shall attempt to demonstrate competency in social studies using the primary demonstration of competency in one or more of the following: New Mexico history, U.S. history and geography, world history and geography, U.S. government, or economics.

**B. Alternative assessments in social studies.** A student who does not demonstrate competency in social studies on the primary demonstration of competency may leverage an alternative assessment.

(1) If a student has made one attempt on the primary demonstration of competency in social studies, the student shall be eligible to use an alternative assessment in social studies, as defined in the graduation manual.

(2) Passing scores to qualify for demonstration of competency using an alternative assessment shall be determined by the department and provided in the graduation manual.

**C. Competency-based alternatives in social studies.** A student who does not demonstrate competency in social studies after making at least one attempt on the primary demonstration of competency in social studies may leverage a competency-based alternative.

(1) Students leveraging competency-based alternatives shall accomplish at least one of the following in addition to completing one of the competency-based alternatives outlined in Paragraph (2) of Subsection C of 6.19.7.14 NMAC:

(a) earn a grade of at least 3.0 on a 4.0 scale in the coursework required for graduation in New Mexico history, U.S. history and geography, world history and geography, U.S. government, or economics;

(b) meet the performance level of "approaches expectations" on the primary demonstration of competency in New Mexico history, U.S. history and geography, world history and geography, U.S. government, or economics;

(d) enroll in and pass no fewer than four courses over the duration of grade 12 including a course in New Mexico history, U.S. history and geography, world history and geography, U.S. government, or economics;

(d) earn an offer letter from a branch of the United States military for full-time enlistment;

- (e) earn acceptance into an apprenticeship; or
- (f) complete a department-approved internship for credit.

(2) A competency-based alternative in social studies shall be one of the following:

- (a) attainment of a department-approved, industry-recognized certificate or credential in an area that incorporates skills in social studies, as determined by the department;
- (b) completion of a program of study with courses that integrate state standards for social studies, as determined by the department, with a minimum grade point average of 3.0 on a 4.0 scale;
- (c) attainment of at least one dual enrollment credit with a minimum grade of 3.0 on a 4.0 scale in a social studies course approved by the department; or
- (d) completion of a standards-based portfolio demonstrating mastery in U.S. government or economics.

(3) A student leveraging a standards-based portfolio to demonstrate competency in social studies shall provide artifacts that demonstrate the student's ability to apply the knowledge and skills articulated in the state standards for U.S. government or economics.  
[6.19.7.14 NMAC - N, 7/24/2018]

**6.19.7.15 STANDARDS-BASED PORTFOLIO:** Standards-based portfolio projects may be developed by LEAs.

- A. Completion and scoring shall be based on the following:
  - (1) state standards for specific core content areas; and
  - (2) department-approved scoring rubrics.

B. Under the guidance of the school administrator, standards-based portfolios shall be submitted to a local review team no later 30 days prior to the graduation date.

C. LEAs and charters shall establish a local review team to score portfolios. Local review teams shall complete annual, department-approved rubric training. Required trainings shall be completed prior to the review of any portfolios.

(1) The review team shall include, at a minimum:

- (a) a highly effective or exemplary high school teacher as measured by the NMTEACH evaluation system as defined in 6.69.8 NMAC;
- (b) a district level employee or school administrator;
- (c) tribal leadership or a designee, if needed, as determined through tribal consultation; and
- (d) the student's IEP case manager, if applicable.

(2) The review team may include:

- (a) a representative from a partnering postsecondary institution;
- (b) a member of the business community; or
- (c) a member of the local school board or governing body. [6.19.7.15 NMAC - N, 7/24/2018]

**HISTORY OF 6.19.7 NMAC:**

6.19.7 NMAC - High School Readiness Assessment System for Career and College, filed 1/30/2009 was repealed and replaced by 6.19.7 NMAC - Demonstration of Competency for High School Graduation, effective 7/24/2018.

**TITLE 6 PRIMARY AND SECONDARY EDUCATION**  
**CHAPTER 19 PUBLIC SCHOOL ACCOUNTABILITY – ASSESSMENT AND ACCOUNTABILITY**  
**PART 9 EARLY LITERACY REMEDIATION, INTERVENTIONS, AND FAMILY ENGAGEMENT**

**6.19.9.1 ISSUING AGENCY:** Public Education Department, herein after the department.  
[6.19.9.1 NMAC - N, 7/24/2018]

**6.19.9.2 SCOPE:** All public schools, state education institutions, and educational programs conducted in state institutions, other than the New Mexico military institute. If any part of application of this rule is held invalid, the remainder of the rule or its application in other situations shall not be affected. [6.19.9.2 NMAC - N, 7/24/2018]

**6.19.9.3 STATUTORY AUTHORITY:** This regulation is adopted pursuant to Sections 22-2C-1 to 13, specifically Section 22-2C-6, Subsection E of Section 22-1-1.2, Subsection D of Section 22-2-2, and Subsection B of Section 22-13-1 NMSA 1978.  
[6.19.9.3 NMAC - N, 7/24/2018]

**6.19.9.4 DURATION:** Permanent.  
[6.19.9.4 NMAC - N, 7/24/2018]

**6.19.9.5 EFFECTIVE DATE:** July 24, 2018, unless a later date is cited at the end of a section.  
[6.19.9.5 NMAC - N, 7/24/2018]

**6.19.9.6 OBJECTIVE:** This rule establishes the conditions for improving literacy outcomes for students by outlining interventions, providing mechanisms for notifying and engaging families and teachers, and notifying parents or legal guardians of all available options to improve student progress in literacy. [6.19.9.6 NMAC - N, 7/24/2018]

**6.19.9.7 DEFINITIONS:**

**A. “Academic improvement plan”** means a written document developed by the student assistance team that describes the specific content standards required for a certain grade level that a student has not achieved and that prescribes specific remediation programs such as summer school, extended day or week school and tutoring.

**B. “Benchmark assessment for literacy”** means a common, districtwide assessment for student literacy that diagnoses and regularly measures the acquisition of reading skills, including phonemic awareness, letter knowledge, alphabetic decoding, vocabulary, spelling, comprehension and fluency to be given at the beginning of the year, middle of the year, and end of the year.

**C. “English language learner”** means a student whose first or heritage language is not English and who is unable to read, write, speak, or understand English at a level comparable to grade-level English proficient peers and native English speakers.

**D. “Individual student report”** means the report that indicates a student’s performance on the required state assessment using scale scores, performance levels, and performance indicators.

**E. “Intervention”** means the intensive, targeted instruction of individual students or small groups of students, as determined by student performance on the benchmark assessment for literacy, and included as part of the academic improvement plan.

**F. “Local education agency or “LEA”** means a school district or state-chartered charter school.

**G. “Remediation”** means tutoring, extended school day or school week programs, summer programs, and other evidence-based interventions and proven models for student improvement.

**H. “Student assistance team” or “SAT”** means a group consisting of a student’s:

- (1) teacher;
- (2) school counselor;
- (3) school administrator; and

(4) parent or legal guardian.

[6.19.9.7 NMAC - N, 7/24/2018]

### **6.19.9.8 GENERAL REQUIREMENTS FOR INTERVENTION, NOTIFICATION, AND REPORTING:**

A. For kindergarten and grades one through three, the benchmark assessment for literacy shall be administered at the beginning of year, middle of year, and end of year. Student progress shall be carefully monitored throughout the academic year and shall be clearly communicated to parents or legal guardians through parent notification letters. For English language learners, the assessment shall be grade-level appropriate and in the student’s first language, if appropriate, and approved by the department.

B. Academic improvement plans shall be developed for students in need of early literacy intervention, as determined by performance on the benchmark assessment for literacy. School administrators shall ensure that academic improvement plans align with department guidance and evidence-based best practices. The department may request to review academic improvement plans at any time.

C. The determination of a student’s literacy strengths and weaknesses, as measured by the benchmark assessment for literacy, shall serve as one of the criteria for offering parents or legal guardians the option for their student to receive an additional year of instruction in the same grade level. The benchmark assessment for literacy results shall also direct the use of daily intervention, remediation, or alternative programming.

D. For kindergarten and grades one through three, LEAs shall track and report student literacy data and information in accordance with department requirements. Student performance shall be measured by the benchmark assessment for literacy, as defined in 6.19.9.7 NMAC. The department may issue additional guidance or provide additional tools to facilitate the collection and reporting of literacy data and information.

(1) LEAs shall report the following data to the department by March 1 of each year:

- (a) number of students not proficient in literacy, as determined by the middle of year benchmark assessment for literacy;
- (b) number of student assistance teams convened for students not proficient in literacy; and
- (c) number of parent notification letters sent regarding individual students not proficient in literacy, as determined by the middle of year benchmark assessment for literacy, pursuant to 6.19.9.9 NMAC.

(2) LEAs shall report the following data to the department by June 1 of each year:

- (a) number of students not proficient in literacy, as determined by the end of year benchmark assessment for literacy; and
- (b) number of retention waiver letters signed by parents or legal guardians of students not proficient in literacy, as determined by the end of year benchmark assessment for literacy.

(3) LEAs shall report the following data to the department by August 1 of each year:

- (a) number of students retained as a result of not being proficient in literacy, as determined by the end of year benchmark assessment for literacy pursuant to 6.19.9.9 NMAC;



- (b) number of students not proficient in literacy, as determined by the end of year benchmark assessment for literacy, promoted to the next grade;
- (c) number of students at performance level one in English language arts, according to his or her grade three individual student report for the state assessment;
- (d) explanation of final determinations of student retention and promotion for which student performance on the end of year benchmark assessment for literacy was not the deciding factor;
- (e) copy of the LEA's retention waiver letter template;
- (f) copies of all parent notification letters sent to parents or legal guardians regarding individual students not proficient in literacy, as determined by the middle of year benchmark assessment for literacy, pursuant to 6.19.9.9 NMAC; and
- (g) copies of all retention waiver letters signed by parents or legal guardians for individual students not proficient in literacy, as determined by the end of year benchmark assessment for literacy. [6.19.9.8 NMAC - N, 7/24/2018]

**6.19.9.9 PARENT OR LEGAL GUARDIAN NOTIFICATION AND ENGAGEMENT:**

**A.** If a student is not proficient in literacy, as determined by the middle of year benchmark assessment for literacy, the student's teacher shall notify the student's parent or legal guardian formally, in writing, and hold a parent-teacher conference.

**(1)** Written notification shall include:

- (a) student performance on the benchmark assessment for literacy and ongoing progress monitoring;
- (b) specific interventions implemented to-date;
- (c) strategies for parents or legal guardians to implement at home; and
- (d) parent or legal guardian options including:
  - (i) daily intervention;
  - (ii) remediation; or
  - (iii) alternative programs.

**(2)** During the parent-teacher conference, the teacher shall review:

- (a) the student's performance in comparison to grade-level literacy standards;
- (b) results that indicate the student is not proficient in literacy as determined by benchmark assessments for literacy;
- (c) goals for student growth that will lead to proficiency in literacy by the end of the academic year; and
- (d) whether or not the student is on track to be college and career ready as measured by the middle of the year benchmark assessment for literacy.

**B.** Following the middle of the year notification and parent conference, the SAT shall develop an academic improvement plan for any student not proficient in literacy, as determined by the middle of year benchmark assessment for literacy. The academic improvement plan shall clearly outline progress monitoring activities, associated timelines, and delegation of responsibilities for those interventions to ensure student progress toward proficiency in literacy by the end of the year.

**C.** If a student has not achieved grade-level literacy proficiency by the end of year benchmark assessment for literacy, the student's teacher shall notify the student's parent or legal guardian formally, in writing.

- (1) Written notification shall include:
  - (a) student performance on the benchmark assessment for literacy;
  - (b) specific interventions implemented to-date;
  - (c) strategies for parents or legal guardians to implement at home; and
  - (d) a retention option pursuant to Section 22-2C-6 NMSA 1978.
- (2) Retention shall ensure that a student receives an additional year of

instruction in the same

grade with an amended academic improvement plan. If a student's parent or legal guardian decides not to retain the student, the parent or legal guardian shall sign a retention waiver expressing their desire for the student to be promoted to the next higher grade with an academic improvement plan designed to address specific deficiencies, including those in early literacy. A retention waiver shall only prevent the student's retention for one school year. If the student fails to reach academic proficiency, as determined by the benchmark assessment for literacy and other measures, the school shall retain the student the following year.

**D.** Parents and legal guardians shall be notified of their students' results on required state assessments and provided with their individual student reports no later than 30 days following receipt by LEAs. [6.19.9.9 NMAC - N, 7/24/2018]

**6.19.9.10 EXEMPTIONS:** Schools may only exempt students from retention for good cause or pursuant to the completion of a retention waiver letter provided by the LEA. A student who is promoted with an exemption shall continue to receive interventions prescribed in his or her academic improvement plan until proficiency in literacy has been met as determined by a benchmark assessment for literacy.

**A.** Good cause exemptions shall be limited to the following:

- (1) students with disabilities whose individualized education programs (IEPs) indicate that participation in the benchmark assessment for literacy is not appropriate, pursuant to Subsection I of Section 22-2C6 NMSA 1978, or other applicable state laws and regulations;
- (2) students with disabilities who:
  - (a) participate in the benchmark assessment for literacy;
  - (b) have IEPs or section 504 plans that reflect that they have received literacy intervention for more than two years;
  - (c) have not reach proficiency in literacy; and
  - (d) were previously retained in kindergarten or grades one, two, or three.
- (3) students who have been previously retained in their current grade; or
- (4) students identified as English language learners who have had fewer than three years of instruction in schools in the United States.

**B.** Documentation to support any request for exemption shall be collected and submitted by the student's teacher(s) or case manager to the school principal indicating why promotion is appropriate. Documentation shall include:

- (1) the reason for exemption pursuant to Subsection A of 6.19.9.10 NMAC; and
- (2) an existing academic improvement plan or IEP.

**C.** The school principal shall review and discuss the recommendation with the SAT and determine whether or not the student qualifies for the requested exemption. If the school principal determines that, based on the provided documentation, the student qualifies for the requested exemption, the school principal shall make such a recommendation in writing to the superintendent or charter school administrator. The superintendent or charter school administrator shall accept or reject the school principal's recommendation in writing.

**6.19.9.11 ACCELERATION OPTIONS:** Academically challenging curriculum options that provide accelerated instruction shall be made available to public school students in kindergarten and grades one through three who have not already been identified as gifted.

**A.** At a minimum, each school shall offer the following options:

- (1) whole-grade promotion; and
- (2) subject-matter acceleration.

**B.** Additional options may include the following:

- (1) enriched science, technology, engineering, and mathematics;
- (2) enrichment programs;
- (3) flexible grouping;
- (4) advanced academic courses;
- (5) combined classes;
- (6) self-paced instruction;
- (7) curriculum compacting;
- (8) advanced-content instruction; and
- (9) online instruction in personalized, higher grade

level content. [6.19.9.11 NMAC - N, 7/24/2018]

**6.19.9.12 ELIGIBILITY AND PROCEDURAL REQUIREMENTS FOR ACCELERATION:**

**A.** LEAs shall establish student eligibility requirements and procedural requirements for any whole-grade promotion or subject-matter acceleration. Student eligibility requirements and procedural requirements established by the LEA shall be included in the LEA's comprehensive student progression plan.

**B.** School principals shall establish a process by which parents or legal guardians may request student participation in acceleration options offered at their school.

(1) Each principal shall inform parents or legal guardians and students of the options available at the school and the associated eligibility requirements for each option.

(2) If the parent or legal guardian selects one of these options, and the student meets the eligibility requirements established by the LEA, the student shall be provided the opportunity to participate in the acceleration option.

**C.** When establishing student eligibility requirements for acceleration, principals and LEAs shall consider, at a minimum:

(1) the student's performance on a locally determined assessment;

(2) the student's performance as indicated on his or her individual student report;

(3) the student's grade point average;

(4) the student's attendance record;

(5) the student's conduct record;

(6) recommendations from one or more of the student's teachers in core-curricula courses;

(7) recommendations from a certified school counselor or social worker, if one is assigned to the school in which the student is enrolled; and

(8) recommendations from the student's parent or legal guardian. [6.19.9.12 NMAC - N, 7/24/2018]

**HISTORY OF 6.19.9 NMAC: [RESERVED]**

# POLICY SERVICES

## ADVISORY

Volume 15, Number 4

September 2018

### CONTENTS

Policy Advisory No. 164 ..... GCH - Professional Staff Orientation and Training

Policy Advisory No. 165 ..... JFABD - Admission of Homeless Students

..... JFABD-R - Admission of Homeless Students

..... JFABD-EA - Admission of Homeless Students

**Policy Advisory Discussion.** Effective July 1, 2018 parts of 6.11.2 NMSA were revised or added by the Public Education Department (PED). Those were:

- 6.11.2.7 NMAC **Definitions** - covering the definition of words used in the chapter, but not requiring inclusion in Board policy;
- 6.11.2.10 (E) NMAC **Restraint and Seclusion** - adding a requirement for annual training of personnel on behavior intervention, management techniques and use of restraint and seclusion techniques;
- 6.11.2.10 (H) NMAC **Discipline of students experiencing homelessness** - adding limits on discipline of homeless students, developing staff awareness of homeless student behavior and developing alternatives to out of school suspension or expulsion; and

**Note:** *This material is written for informational purposes only, and not as legal advice. You may wish to consult an attorney for further explanation.*

- 6.11.2.10 (I) NMAC **Discipline of students with disabilities** - adding materials already required or determined in Federal rules governing discipline of students with disabilities and already included in policy JKD on Student Suspension and Expulsion.

The definitions of 6.11.2.7 NMAC are to be used in the interpretation of Chapter 11 Part 2 of Title 6, and need not be in Board policy. Much of the material added to 6.11.2.10 (E) and (I) was already incorporated in policies JLI on Student Safety and JKD on Student Suspension and Expulsion. The revisions to policies below reflects the changes that require compliance indicated in the additions to 6.11.2 NMAC that are not included in the two policies mentioned in the sentence above.

**Policy Advisory 164 - GCH - Professional Staff Orientation and Training.** As explained in the discussion, policy GHC is modified to incorporate the requirements of training and development of staff awareness pertaining to restraint and seclusion and homeless student discipline respectively. Also added are cross references to policies pertinent to some of the activities and legal references. The additions were made as subheadings under disciplinary and conduct rules and procedures. In order that all professional staff are given the training and awareness, a sentence was added in the opening paragraph requiring such orientation by immediate supervisors of all new staff if they were not present for the orientation program.

**Policy Advisory 165 - JFABD - Admission of Homeless Students.** Policy Services would like our clients to note that the statement by PED per 6.11.2.10 (H) "Removing students experiencing homelessness from school shall be used only as a last resort, pursuant to the requirements of 42 U.S.C. 11431 et seq., the McKinney-Vento Homelessness Assistance Act." is not being incorporated in JKD on Student Suspension and Expulsion. JKD provides the court interpretations, statutory and regulatory procedures implementing short and long-term suspensions and expulsions for all categories of students. Instead, Policy Services assigned the duties described in 6.11.2.10 (H) to the Homeless Liaison Officer in JFABD on Admission of Homeless Students. This assignment includes making all professional staff aware of the requirements of 6.11.2.10 (H) including the section on disciplinary removal of homeless students only as a last resort. A summary of the homeless liaison duties is added to policy JFABD. JFABD-R is modified to remove the name of the State Homeless Coordinator, making the policy more generic and less likely to need correction. Exhibit JFABD-E, providing the job description of the Homeless Liaison person, is changed by adding the additional assignments implementing discipline of students experiencing homelessness as found in 6.11.2.10 (H) .

The Policies, Regulation and Exhibit are recommended for adoption by Policy Services to assist Boards in giving direction to their administration and staff for compliance with the latest PED directives.

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09/04/2087

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If you have any questions, call Policy Services at (505) 469-0193. Ask for Dr. Donn Williams, Policy Services Director. E-mail address is [nmsbapolicy@cox.net].

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3

# ADVISORY

## 164

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4

## PROFESSIONAL STAFF ORIENTATION AND TRAINING

The Superintendent will establish a program to provide orientation for all new District employees. Those staff members not present at the orientation / training will be given a program of the same or similar content on or immediately after employment by their immediate supervisor. At a minimum, this program will cover the following items:

- Goals, objectives, and programs of the District.
- Personnel policies.
- Terms of employment.
- ~~General~~ Disciplinary and conduct rules and procedures.
  - Annually, train staff regarding behavioral supports or behavioral management and the use of restraint and seclusion techniques.
  - Provide activities that create an awareness among staff of homeless student behaviors and direct them toward strategies and support so that out of school suspension or expulsion would be used only as a last resort.
- Salary and fringe-benefit plans.
- Self-improvement opportunities.
- The evaluation program and name(s) of evaluator(s).
- Handling of body fluids.
- Child abuse reporting responsibilities.

*Adopted:* date of manual adoption

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LEGAL REF.: 6.11.2.10 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.: GBEBB - Staff Conduct with Students  
GBGC - Employee Assistance  
JK - Student Discipline  
JLF - Child Abuse / Child Protection  
JLI - Student Safety

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# ADVISORY

## 165

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7

## ADMISSION OF HOMELESS STUDENTS

This policy is intended to direct compliance with New Mexico State Laws and New Mexico Administrative Code and the McKinney-Vento Homeless Education Assistance Improvements Act of 2001, as amended by the Every Student Succeeds Act (ESSA) of 2015, and should be read as consistent with those documents.

### Definitions

The term "homeless students" means individuals who lack a fixed, regular, and adequate nighttime residence and includes:

- students 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 parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement;
- students 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;
- students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- migratory students who qualify as homeless because the children are living in circumstances described above.

The term "school of origin" means the school that the student attended when permanently housed or the school in which the student was last enrolled.

The term "unaccompanied youth" includes a youth not in the physical custody of a parent or guardian.

### Liaison for Homeless Students

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09/04/2087

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The Chief Executive Officer will designate an appropriate staff person as liaison for homeless students who will carry out duties as assigned. Among those duties will be the responsibility to coordinate activities and programs in the best interest of homeless students that will include, but not be limited to, establishment of procedures to:

- continue the student's education in the school of origin for the duration of homelessness;
  - in any case in which a family becomes homeless between academic years or during an academic year; or
  - for the remainder of the academic year, if the student becomes permanently housed during an academic year; or
- Enroll the student in any public school that non-homeless students who live in the attendance area in which the student is actually living are eligible to attend.
- Review records for homeless students:
  - identify patterns in disciplinary actions for the homeless students;
  - create an awareness among staff of the types of behaviors homeless students may exhibit; and
  - encourage behavioral alternatives and offer disciplinary methods to all new professional staff so that out of school suspension and expulsion of homeless students will be used only as a last resort.

### **Best Interest of the Homeless Student**

In determining the best interest of the homeless student, the school shall:

- To the extent feasible, keep a homeless student in the school of origin, except when doing so is contrary to the wishes of the student's parent or guardian;
- Provide a written explanation, including a statement regarding the right to appeal, to the homeless student's parent or guardian, if the homeless student is sent to a school other than the school of origin or a school requested by the parent or guardian; and
- In the case of an unaccompanied youth, the liaison for homeless students shall assist in placement or enrollment decisions, considering the views of such unaccompanied youth, and providing notice to such student of the right to appeal.

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*Adopted:* date of manual adoption

LEGAL REF.: 6.10.3.1 NMAC  
6.11.2.10 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  
GCH - Professional Staff Orientation and Training  
IKEB - Acceleration  
JF - Student Admissions  
JFAA - Admission of Resident Students  
JFAB - Admission of Nonresident Students  
JFB - Open Enrollment  
JG - Assignment of Students to Classes and Grade Levels  
JLCB - Immunizations of Students  
JR - Student Records  
JRCA - Request for Transfer of Records

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09/04/2087

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**ADMISSION OF HOMELESS STUDENTS**

**(Notice)**

In accordance with the McKinney-Vento Homeless Assistance Act of 2001, as amended by the Every Student Succeeds Act (ESSA) of 2015 [722 (e)(3)(C)] and the New Mexico Administrative Code Section 6.10.3.1 *et seq.*, the parent or guardian (student if unaccompanied) is to receive and acknowledge notice of the rights set forth below. This notice should be provided in a language the student, parent or guardian can understand.

**Admission**

The school selected by the homeless student shall immediately admit the homeless student, even if the student is unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation.

The enrolling school shall immediately contact the school last attended by the student to obtain relevant academic and other records.

If the student needs to obtain immunizations, or immunization or medical records, the enrolling school shall immediately refer the parent or guardian of the student to the liaison for homeless students, who shall assist in obtaining necessary immunizations, or immunization or medical records.

**Admission Disputes**

If a dispute arises over school selection or enrollment in a school:

- the student shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute;
- the parent or guardian of the student shall be provided with a written explanation of the school's decision regarding school selection or enrollment, including the rights of the parent, guardian, or student to appeal the decision;

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- the student, parent, or guardian shall be referred to the liaison for homeless students, who shall carry out the dispute resolution process as expeditiously as possible after receiving notice of the dispute in accord with the procedure found in the New Mexico Administrative Code; and
- in the case of an unaccompanied youth, the liaison for homeless students shall ensure that the student is immediately enrolled in school pending resolution of the dispute.

### **Enrollment Decision**

The decision regarding enrollment shall be made regardless of whether the student lives with the homeless parents or has been temporarily placed elsewhere.

### **Parent Rights (Student if Unaccompanied)**

The parent or guardian of a homeless student (student if unaccompanied) has the right to:

- Continue the student's education in the school of origin for the duration of homelessness:
  - in any case in which a family becomes homeless between academic years or during an academic year; or
  - for the remainder of the academic year, if the student becomes permanently housed during an academic year; or
- Enroll the student in any public school that non-homeless students who live in the attendance area in which the student is actually living are eligible to attend.
- Appeal if the homeless student is sent to a school other than the school of origin or a school requested by the parent or guardian. Upon appeal the district has ten (10) days to reconsider the initial determination and make a final decision as to the position taken.
  - An appeal shall be made on the forms provided by the school.
  - If not satisfied by the result of the appeal further appeal may be made to the state level through the State Coordinator of Education for Homeless whose contact information is given below.
- Enroll in, and have full and equal opportunity to succeed in school without being segregated from the non-homeless student population.

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09/04/2087

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- Receive educational services for which such families and students are eligible, including:
  - Transportation services and meals programs;
  - Head Start and Even Start programs and preschool programs administered by the School; and
  - Referrals to health care and immunization services, dental services, mental health services, and other appropriate services.
- Identification of service without being stigmatized as homeless by school personnel.
- Obtain assistance of advocates or attorneys.
- Provide written or oral documentation to support their position.

A parent or guardian (student if unaccompanied) may contact the District Liaison for Homeless Children and Youths at;

District: [REDACTED]  
 Attn: [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 Telephone: [REDACTED]  
 E-mail: [REDACTED]

The District Liaison for Homeless shall ensure that the parent or guardian of a homeless student, and any unaccompanied youth is:

- assisted in accessing transportation to the selected school;
- provided assistance in exercise of the right to attend the school of choice and other necessary services;
- and is provided the notice information in a manner and form understandable to the recipient and if necessary and to the extent feasible, in the native language of the recipient.

A parent or guardian (student if unaccompanied) may contact the State Coordinator for Education of Homeless Children and Youths to appeal if not satisfied with the resolution of a dispute at the local level. The contact information is listed below;

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09/04/2087

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~~Dana Malone~~, McKinney-Vento Homeless Education  
State Coordinator  
New Mexico Public Education Department  
Coordinated School Health and Wellness Bureau  
120 S. Federal Place, Room 206  
Santa Fe, NM 87501  
Telephone: (505) 827-1464  
E-mail: ~~Dana.Malone@state.nm.us~~

The State Coordinator is the appeal authority having jurisdiction over the local school district.

The signature below indicates that the signatory has received and understands this information on rights.

\_\_\_\_\_  
Signature of Parent, Legal Guardian  
(or unaccompanied student)

\_\_\_\_\_  
Date

*One (1) copy to signatory and one (1) to the District liaison officer file.*

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09/04/2087

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## EXHIBIT

## EXHIBIT

## ADMISSION OF HOMELESS STUDENTS

## LIAISON POSITION

The ~~School~~ District shall designate a liaison for homeless students and, in conjunction with the state coordinator, shall inform school personnel, service providers, and advocates working with homeless families of the duties of the ~~School~~ liaison.

The ~~School~~ District Liaison for Homeless Students shall ensure that:

- homeless students are identified by school personnel and through coordination activities with other entities and agencies;
- homeless students enroll in, and have full and equal opportunity to succeed in, the District's schools;
- homeless families and students receive educational services for which such families and students are eligible, including:
  - Head Start and Even Start programs and preschool programs administered by the School; and
  - referrals to health care and immunization services, dental services, mental health services, and other appropriate services;
- the parents or guardians of homeless students are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
- homeless students receive free meals and are appropriately coded and entered in the student-teacher accountability system;
- public notice of the educational rights of homeless students is disseminated where such students receive services under the Homeless Assistance Act, such as:
  - schools;

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09/04/2087

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- family shelters; and
- soup kitchens.
- disputes over school selection or enrollment in a school are mediated in a manner that:
  - immediately admits the student to the school in which enrollment is sought, pending resolution of the dispute;
  - provides the parent or guardian of the student with a written explanation of the school's decision regarding the school selection or enrollment, and informs the parent, guardian, or student of the rights to appeal the decision;
  - expeditiously carries out the dispute resolution process after receiving notice of the dispute; and
  - in the case of an unaccompanied youth, ensures that the student is immediately enrolled in school pending resolution of the dispute;
- fully informs the parent or guardian of a homeless student, and any unaccompanied youth, of all transportation services, including arrangements for transportation to the school of origin;
- assists the parent or guardian of a homeless student, and any unaccompanied youth, in accessing transportation to the selected school;
- staff are informed and aware of the types of behaviors exhibited by homeless students that might subject them to disciplinary action; and:
  - provide strategies and supports through the student assessment team process for matters of homeless student discipline;
  - encourage alternatives to out of school suspension or expulsion of homeless students through alternative discipline in all cases possible; and
  - connect the homeless student and parent with mental health services as needed for school disciplinary issues

As a part of the duties, the School District Liaison for Homeless Students will coordinate and collaborate with state coordinators and community and school personnel responsible for the provision of education and related services to homeless students.

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09/04/2087

*Policy Services*

The ~~School~~ School District Liaison for Homeless Students will forward the dispute resolution process form of the Public Education Department along with the written explanation of the school's decision to the Department's homeless liaison within five (5) calendar days of the school's final decision regarding a dispute on placement of the homeless student, if the decision is contrary to the homeless parent or child. The following information shall be included:

- School name, address, phone and fax number;
- Student's name, identification number, grade, and address;
- Parent, guardian or complaining party's name, relationship to student, address, and phone number;
- Whether student lives in a shelter;
- Name of school child or youth chooses to be enrolled in pending resolution of dispute;
- Whether school enrolled in is school of origin;
- Reason for complaint;
- Signature of parent guardian or complaining party; and
- The principal's actions on the complaint.

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09/04/2087

*Policy Services*

**STATUTES OR ADMINISTRATIVE CODE APPLICABLE TO THE POLICIES AND DISCUSSION**

**TITLE 6            PRIMARY AND SECONDARY EDUCATION  
CHAPTER 11       PUBLIC SCHOOL ADMINISTRATION - STUDENT RIGHTS AND RESPONSIBILITIES  
PART 2            RIGHTS AND RESPONSIBILITIES OF THE PUBLIC SCHOOLS AND PUBLIC  
                         SCHOOL STUDENTS**

**6.11.2.1            ISSUING AGENCY: Public Education Department  
[08/15/1997, 07/30/1999; 6.11.2.1 NMAC - Rn, 6 NMAC 1.4.1, 11/30/2000; A, 11/13/2009]**

**6.11.2.2            SCOPE: This rule applies to public schools and public school students.  
[08/15/1997; 6.11.2.2 NMAC - Rn, 6 NMAC 1.4.2, 11/30/2000; A, 11/13/2009]**

**6.11.2.3            STATUTORY AUTHORITY: This rule is adopted pursuant to Sections 22-2-1,  
22-2-2, and 22-5-4.12 NMSA 1978 and 42 U.S.C. 11431 et seq., the McKinney-Vento  
Homelessness Assistance Act.  
[8/15/1997; 6.11.2.3 NMAC - Rn, 6 NMAC 1.4.3, 11/30/2000; A, 11/13/2009; A, 7/1/2018]**

**6.11.2.4            DURATION: Permanent  
[08/15/1997; 6.11.2.4 NMAC - Rn, 6 NMAC 1.4.4, 11/30/2000]**

**6.11.2.5            EFFECTIVE DATE: August 27, 1997, unless a later date is cited at the end of  
a section.  
[08/15/1997; 6.11.2.5 NMAC - Rn, 6 NMAC 1.4.5 & A, 11/30/2000]**

**6.11.2.6            OBJECTIVE: To provide a comprehensive framework within which local  
school boards and local school districts can carry out their educational mission and exercise  
their authority and responsibility to provide a safe environment for student learning, and  
further to provide students and parents with an understanding of the basic rights and  
requirements necessary to effectively function in the educational community.  
[08/15/1997; 6.11.2.6 NMAC - Rn, 6 NMAC 1.4.6, 11/30/2000]**

**6.11.2.7            DEFINITIONS:  
A.            "Administrative authority" means the local school district superintendent,  
a principal or a person authorized by either to act officially in a matter involving school**

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09/04/2087

*Policy Services*

discipline or the maintenance of order. The term may include school security officers, but only to the extent of their authority as established under written local school board policies.

B. "Criminal acts" are acts defined as criminal under federal and state law, and any applicable municipal or county criminal ordinances.

C. "Delinquent acts" are acts so defined in Subsection A of Section 32A-2-3 NMSA 1978 of the Delinquency Act.

D. "Detention" means requiring a student to remain inside or otherwise restricting his or her liberty at times when other students are free for recess or to leave school.

E. "Disciplinarian" means a person or group authorized to impose punishment after the facts have been determined by a hearing authority.

F. "Disruptive conduct" means willful conduct which:  
(1) materially and in fact disrupts or interferes with the operation of the public schools or the orderly conduct of any public school activity, including individual classes; or  
(2) leads an administrative authority reasonably to forecast that such disruption or interference is likely to occur unless preventive action is taken.

G. "Expulsion" means the removal of a student from school either permanently or for an indefinite time exceeding 10 school days or a locally established lesser period.

H. "Gang related activity" is disruptive conduct.

I. "Hearing authority" means a person or group designated to hear evidence and determine the facts of a case at the required formal hearing.

J. "Immediate removal" means the removal of a student from school for one school day or less under emergency conditions and without a prior hearing.

K. "In-school suspension" means suspending a student from one or more regular classes while requiring the student to spend the time in a designated area at the same school or elsewhere.

L. "Legal limits" include the requirements of the federal and state constitutions and governing statutes, standards and regulations, and also include the fundamental common-law requirement that rules of student conduct be reasonable exercises of the schools' authority in pursuance of legitimate educational and related functions. There are special limitations arising from constitutional guarantees of protected free speech and expression which must be balanced against the schools need to foster an educational atmosphere free from undue disruptions to appropriate discipline.

M. "Long-term suspension" means the removal of a student from school for a specified time exceeding either 10 school days or any lesser period a local school board may set as a limit on temporary suspension.

N. "Mechanical restraint" means the use of any device or material attached

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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.

O. "Parent" means the natural parent, a guardian or other person or entity having custody and control of a student who is subject to the Compulsory School Attendance Law, Section 22-12-1 et seq. NMSA 1978, or the student if the student is not subject to compulsory attendance.

P. "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.

Q. "Public school" means the campus of and any building, facility, vehicle or other item of property owned, operated, controlled by or in the possession of a local school district. For purposes of student discipline, the term also includes any non-school premises being used for school-sponsored activities.

R. "Refusal to cooperate with school personnel" means a student's willful refusal to obey the lawful instructions or orders of school personnel whose responsibilities include supervision of students.

S. "Refusal to identify self" means a person's willful refusal, upon request from school personnel known or identified as such to the person, to identify himself or herself accurately.

T. "Restraint" when not otherwise modified means mechanical or physical restraint.

U. "Review authority" is a person or group authorized by the local board to review a disciplinarian's final decision to impose a long-term suspension or expulsion.

V. "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.

W. "Sexual harassment", regarding students, means unwelcome or unwanted conduct of a sexual nature (verbal, non-verbal or physical) when:

- (1) submission to such conduct is made either explicitly or implicitly a term or condition of the advancement of a student in school programs or activities;
- (2) submission to or rejection of such conduct by a student is used as the basis for decisions/opportunities affecting the student;
- (3) such conduct substantially interferes with a student's learning or creates an intimidating, hostile or offensive learning environment.

X. "School personnel" means all members of the staff, faculty and administration employed by the local school board. The term includes school security

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officers, school bus drivers and their aides, and also authorized agents of the schools, such as volunteers or chaperons, whose responsibilities include supervision of students.

Y. "Student" means a person who is enrolled in one or more classes at a public school or a person who was a student during the previous school year and is participating in a school sponsored activity connected with his or her prior status as a student.

Z. "Student experiencing homelessness" means children and youth as defined by Section 725(2) of the federal McKinney-Vento Act.

AA. "Temporary suspension" means the removal of a student from school for a specified period of 10 school days or less after a rudimentary hearing.

BB. "Weapon" as set forth in Section 22-5-4.7 NMSA 1978 means:  
(1) any firearm that is designed to, may readily be converted to or will expel a projectile by the action of an explosion; and  
(2) any destructive device that is an explosive or incendiary device, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter-ounce, mine or similar device. [8/15/1997; 6.11.2.7 NMAC - Rn, 6 NMAC 1.4.7, 11/30/2000; A, 7/1/2018]

#### 6.11.2.8 GENERAL PROVISIONS:

A. Jurisdiction over students. All officials, employees and authorized agents of the public schools whose responsibilities include supervision of students shall have comprehensive authority within constitutional bounds to maintain order and discipline in school. In exercising this authority, such officials, employees and authorized agents of the public schools may exercise such powers of control, supervision, and correction over students as may be reasonably necessary to enable them to properly perform their duties and accomplish the purposes of education. This authority applies whenever students are lawfully subject to the schools' control, regardless of place. During such periods, public school authorities shall have the right to supervise and control the conduct of students, and students shall have the duty to submit to the schools' authority. The foregoing is intended to reflect the common law regarding the rights, duties and liabilities of public school authorities in supervising, controlling and disciplining students. Nothing herein shall be construed as enlarging the liability of public school authorities beyond that imposed by statute, common law or public education department rule.

B. School authority over non-students. In furtherance of the state's compelling interest in the orderly operation of the public schools and school activities, school officials have the following forms of authority over non-students whose actions adversely affect school operations or activities.

(1) On school property: Local school boards may prohibit entry to and provide for the removal from any public school building or grounds of any person who

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09/04/2087

*Policy Services*



refuses to identify him/herself and state a lawful purpose for entering. Any person who refuses may be removed by school authorities, who may use reasonable physical force to accomplish the removal. Alternately, a person who refuses and who then refuses a lawful request to leave school premises may be subject to arrest by law officers for criminal offenses including but not limited to criminal trespass, interference with the educational process or disorderly conduct. A person who does identify him/herself and states a lawful purpose may nevertheless be subject to removal by school officials for engaging in activities prohibited by this rule. The person may also be subject to arrest by law officers if (s)he is committing any crime.

(2) Off school property: Public school authorities have indirect and limited authority over the activities of non-students off school property. To the extent that non-students' conduct at or near schools or school-sponsored activities may constitute a criminal offense, including the crimes of interference with the educational process, disorderly conduct or criminal trespass (after refusing a lawful request to leave), school authorities may request law enforcement agencies to arrest the offenders.

C. Statement of policy. A primary responsibility of the New Mexico public schools and their professional staffs shall be to instill in students an appreciation of our representative form of government, the rights and responsibilities of the individual or group and the legal processes whereby necessary changes are effected.

(1) The school is a community and the rules and regulations of a school are the laws of that community. All persons enjoying the rights of citizenship are subject to the laws of their community. Each carries with it a corresponding obligation.

(2) The right to attend public school is not absolute. It is conditioned on each student's acceptance of the obligation to abide by the lawful rules of the school community until and unless the rules are changed through lawful processes.

(3) Teachers, administrators and other school employees also have rights and duties. Teachers are required by law to maintain a suitable environment for teaming in their classes and to assist in maintaining school order and discipline. Administrators are responsible for maintaining and facilitating the educational program by ensuring an orderly, safe environment in the public schools. In discharging their duties, all school employees have the right to be free from intimidation or abuse and to have their lawful requests and instructions followed.

(4) Nothing in this rule shall be held to affect the due process rights of school employees or their use of any local school district grievance procedure. This rule does not address employment disputes.

D. Local school board authority: Local school boards have both the authority and the responsibility to ensure that suitable rules of student conduct and appropriate disciplinary processes are established within their school districts. Within legal limits as defined in Subsection L. of 6.11.2.7 NMAC above, and subject to the minimums prescribed in

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09/04/2087

*Policy Services*

this rule, local boards have discretion to develop such rules, regulations, policies and procedures as they deem appropriate to local conditions, including policies which afford students more protection than the minimums established here. Local school boards and administrative authorities which deem it appropriate may provide for student, community or appropriate state and local agency participation in the formulation and enforcement of school rules.

E. Severability: Any part of this rule found by adjudication before a competent tribunal to be contrary to law shall be stricken without effect to the remainder. [08/15/1997; 6.11.2.8 NMAC - Rn, 6 NMAC 1.4.8, 11/30/2000; A, 11/13/2009]

**6.11.2.9 RULES OF CONDUCT FOR NEW MEXICO PUBLIC SCHOOLS:** The acts specified in Subsection A. of 6.11.2.9 NMAC below are prohibited in all the public schools of New Mexico. Within legal limits as defined in Subsection L. of 6.11.2.7 NMAC above, local school boards have discretion to develop rules of conduct governing all others area of student and school activity.

A. Prohibited activities: The commission of or participation in the activities designated below is prohibited in all New Mexico public schools and is prohibited for students whenever they are subject to school control. Acts prohibited by this rule:

- (1) criminal or delinquent acts;
- (2) gang related activity;
- (3) sexual harassment;
- (4) disruptive conduct;
- (5) refusal to identify self; and
- (6) refusal to cooperate with school personnel.

B. Regulated activities: Beyond those activities designated above as prohibited, all other areas of student conduct may be regulated within legal limits by local school boards as they deem appropriate to local conditions. Conduct by non students which affects school operations may be regulated within legal limits pursuant to any of the forms of authority described in Subsection B. of 6.11.2.8 NMAC above. Activities subject to local board regulation within legal limits include, but are not limited to:

- (1) school attendance;
- (2) use of and access to the public schools, including:
  - (a) restrictions on vehicular traffic on school property,
  - (b) prohibition of or conditions on the presence of non-school persons on school grounds or in school buildings while school is in session; and
  - (c) reasonable standards of conduct for all persons attending school- sponsored activities or other activities on school property;
- (3) students' dress and personal appearance;
- (4) use of controlled substances, alcohol and tobacco in the public

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09/04/2087

Policy Services

schools;

- (5) speech and assembly within the public schools;
- (6) publications distributed in the public schools;
- (7) the existence, scope and conditions of availability of student privileges, including extracurricular activities and rules governing participation;
- (8) by statute, Section 22-5-4.7 NMSA 1978, each school district is required to adopt a policy providing for the expulsion from school, for a period of not less than one year, of any student who is determined to have knowingly brought a weapon to a school under the jurisdiction of the local board; the local school board or the superintendent of the school district may modify the expulsion requirement on a case-by-case basis; the special rule provisions of Subsection D. of 6.11.2.11 NMAC apply to students with disabilities;
- (9) the discipline of students for out-of-school conduct having a direct and immediate effect on school discipline or the general safety and welfare of the school.

[08/15/1997; 6.11.2.9 NMAC - Rn, 6 NMAC 1.4.9, 11/30/2000; A, 11/13/2009]

#### 6.11.2.10 ENFORCING RULES OF CONDUCT:

A. Enforcing attendance requirements. Formal enforcement action under the Compulsory School Attendance Law, supra, and the Family Services Act, Section 32A-3A-1 et seq. NMSA 1978 shall be initiated whenever a student's absences indicate that the law is being violated. An administrative authority who has reason to believe a student is violating local school board attendance policies may take whatever further disciplinary action is deemed appropriate under local policies.

B. Search and seizure: School property assigned to a student and a student's person or property while under the authority of the public schools are subject to search, and items found are subject to seizure, in accordance with the requirements below.

(1) Notice of search policy. Students shall be given reasonable notice, through distribution of written policies or otherwise, of each school's policy on searches at the beginning of each school year or upon admission for students entering during the school year.

(2) Who may search. Certified school personnel, school security personnel and school bus drivers are "authorized persons" to conduct searches when a search is permissible as set forth below. An authorized person who is conducting a search may request the assistance of some other person(s), who upon consent become(s) an authorized person for the purpose of that search only.

(3) When search permissible. Unless local school board policy provides otherwise, an authorized person may conduct a search when the authorized person has a reasonable suspicion that a crime or other breach of disciplinary rules is occurring or has occurred. An administrative authority may direct or conduct a search under the same

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09/04/2087

*Policy Services*

conditions and also when the administrative authority has reasonable cause to believe that a search is necessary to help maintain school discipline.

(4) **Conduct of searches; witnesses.** The following requirements govern the conduct of permissible searches by authorized persons.

(a) **School property, including lockers and school buses, may be searched with or without students present unless a local school board or administrative authority provides otherwise.** When students are not present for locker searches, another authorized person shall serve as a witness whenever possible. Locks furnished by students should not be destroyed unless a student refuses to open one or circumstances otherwise render such action necessary in the judgment of the administrative authority.

(b) **Student vehicles when on campus or otherwise under school control and students' personal effects which are not within their immediate physical possession may be searched in accordance with the requirements for locker searches.**

(c) **Physical searches of a student's person may be conducted only by an authorized person who is of the same sex as the student, and except when circumstances render it impossible may be conducted only in the presence of another authorized person of the same sex.** The extent of the search must be reasonably related to the infraction, and the search must not be excessively intrusive in light of the student's age and sex, and the nature of the infraction.

(5) **Seizure of items: Illegal items, legal items which threaten the safety or security of others and items which are used to disrupt or interfere with the educational process may be seized by authorized persons.** Seized items shall be released to appropriate authorities or a student's parent or returned to the student when and if the administrative authority deems appropriate.

(6) **Notification of law enforcement authorities: Unless a local school board policy provides otherwise, an administrative authority shall have discretion to notify the local children's court attorney, district attorney or other law enforcement officers when a search discloses illegally possessed contraband material or evidence of some other crime or delinquent act.**

C. **Basis for disciplinary action: A student may appropriately be disciplined by administrative authorities in the following circumstances:**

(1) **for committing any act which endangers the health or safety of students, school personnel or others for whose safety the public school is responsible, or for conduct which reasonably appears to threaten such dangers if not restrained, regardless of whether an established rule of conduct has been violated;**

(2) **for violating valid rules of student conduct established by the local school board or by an administrative authority to whom the board has delegated rulemaking authority, when the student knew or should have known of the rule in question or that the conduct was prohibited; or**

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(3) for committing acts prohibited by this rule, when the student knew or should have known that the conduct was prohibited.

D. Selection of disciplinary sanctions: Within legal limits as defined in Subsection L of 6.11.2.7 NMAC above, local school boards have discretion to determine the appropriate sanction(s) to be imposed for violations of rules of student conduct, or to authorize appropriate administrative authorities to make such determinations.

(1) School discipline and criminal charges: Appropriate disciplinary actions may be taken against students regardless of whether criminal charges are also filed in connection with an incident.

(2) Nondiscriminatory enforcement: Local school boards and administrative authorities shall not enforce school rules or impose disciplinary punishments in a manner which discriminates against any student on the basis of race, religion, color, national origin, ancestry, sex, or disability, except to the extent otherwise permitted or required by law or regulation. This statement shall not be construed as requiring identical treatment of students for violation of the same rule; it shall be read as prohibiting differential treatment which is based on race, religion, color, national origin, ancestry, sex, or disability rather than on other differences in individual cases or students.

E. Restraint and seclusion: In accordance with Section 22-5-4.12 NMSA 1978, each school shall follow requirements for the use of restraint and seclusion techniques.

(1) Schools shall establish and review annually policies and procedures, as approved by the local school board or governing body, for the use of restraint and seclusion techniques. Such policies and procedures shall require and describe appropriate training for school personnel and shall include requirements in relation to the use of restraint and seclusion techniques.

(a) A school may permit the use of restraint and seclusion techniques on any student pursuant to the requirements in Section 22-5-4.12 NMSA 1978.

(b) Less restrictive interventions, including positive behavioral intervention supports or other comparable behavior management techniques, shall be implemented prior to the use of restraint and seclusion techniques.

(c) 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, pursuant to the requirements in Section 22-5-4.12 NMSA 1978.

(2) Districts or charter schools shall develop and implement an annual training for designated school personnel regarding positive behavioral intervention supports or comparable behavior management techniques and the use of restraint and seclusion techniques. In the event that new designated school personnel are employed within the school after the provision of the annual training, the principal of the school, or a person authorized to act officially in a matter involving school discipline or the maintenance

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09/04/2087

*Policy Services*

of order within the school, shall ensure that a training is provided to new designated school personnel within 60 days of employment.

(3) Schools shall update school safety plans.

(a) A school safety plan pursuant to requirements of Paragraph (7) of Subsection D of 6.12.6.8 NMAC shall include additional minimum requirements.

(i) The school safety plan shall not be specific to any individual student.

(ii) The school safety planning team shall include at least one of each of the following: administrator, educator, and special education expert and may include a counselor or social worker, nurse, and school resource officer or security staff.

(b) A school safety plan pursuant to requirements of Paragraph 7 of Subsection D of 6.12.6.8 NMAC shall be submitted to the department on a triennial basis, on a schedule as determined by the department. Notice of school safety plan submittal will be provided by the department to local education agencies 90 days prior to the due date.

(4) Schools shall establish reporting and documentation 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 20 U.S.C. § 1232g; 34 CFR Part 99, Family Educational Rights and Privacy Act, as well as any other applicable federal or state laws or rules governing the privacy of such documents.

(5) Exemptions to the requirements prescribed in Subsection E of 6.11.2.10 NMAC shall be pursuant to Subsections G and H of Section 22-5-4.12 NMSA 1978.

F. Corporal punishment: Corporal punishment shall be prohibited by each local school board and each governing body of a charter school pursuant to Subsection B of Section 22-5-4.3 NMSA 1978. Restraint or seclusion techniques used in compliance with Subsection E of 6.11.2.10 NMAC shall not be deemed to be corporal punishment.

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, below. Suspensions or expulsions of students with disabilities shall be subject to the further requirements of Subsection I of 6.11.2.10 NMAC and 6.11.2.11 NMAC below.

H. Discipline of students experiencing homelessness: Removing students experiencing homelessness from school shall be used only as a last resort, pursuant to the requirements in 42 U.S.C. 11431 et seq., the McKinney-Vento Homelessness Assistance Act.

(1) Public schools shall develop discipline policies and procedures that are reviewed at least annually and align with local school board or governing body policies. Policies and procedures shall:

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(a) through professional development activities, create an awareness among educators and administrators of the types of behaviors that students experiencing homelessness may exhibit due to homelessness and provide strategies and supports to address the behaviors through the student assistance team process in accordance with Subsection D of 6.29.1.9 NMAC;

(b) take into account the issues related to a student's homelessness by talking with the student and applicable staff and families prior to taking disciplinary action;

(c) consult with school behavior response teams or other applicable personnel to assign appropriate discipline related to the behavior;

(d) implement discipline alternatives to out of school suspensions or expulsions or classroom removals, if possible; and

(e) connect students with mental health services as needed.

(2) Public schools shall review school discipline records and data of students experiencing homelessness in order to identify any patterns in disciplinary actions that indicate an unfair bias against the students. The collection and review of such records shall be in compliance with the Family Educational Rights and Privacy Act, as well as any other applicable federal or state laws or rules governing the privacy of such documents.

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 regulations 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.

(1) Long-term suspensions or expulsions of students with disabilities shall be governed by the procedures set forth in 6.11.2.11 NMAC below.

(2) Temporary suspensions of students with disabilities may be imposed in accordance with the normal procedures prescribed in Subsection D of 6.11.2.12 NMAC below, 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 below.

(3) Program prescriptions. A student with a disability's individualized education program (IEP), under the Individuals with Disabilities Education Improvement 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

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09/04/2087

*Policy Services*

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.

(4) Immediate removal. Immediate removal of students with disabilities may be done in accordance with the procedures of Subsection C of 6.11.2.12 NMAC below.

(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.

(6) Referral to and action by law enforcement and judicial authorities.

(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.

(b) Transmittal of records.

(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.

(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.

[08/15/1997; 6.11.2.10 NMAC - Rn, 6 NMAC 1.4.10, 11/30/2000; A, 6/29/2007; A, 11/13/2009; A, 10/31/2011; A, 7/1/2018]

#### 6.11.2.11 DISCIPLINARY REMOVALS OF STUDENTS WITH DISABILITIES:

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:

(1) long-term suspension or expulsion; or

(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.

B. When behavior is not a manifestation of disability. For disciplinary changes in placement that would exceed 10 consecutive school days, if the behavior that

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09/04/2087

*Policy Services*



gave rise to the violation of the school code is determined not to be a manifestation of the child's disability pursuant to Subsection C 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 Subsection I of this section.

**C. Manifestation determination.**

(1) 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:

(a) if the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or

(b) if the conduct in question was the direct result of the administrative authority's failure to implement the IEP.

(2) The conduct must be determined to be a manifestation of the child's disability if the administrative authority, the parent and relevant members of the child's IEP team determine that a condition in either Subparagraph (a) or (b) of Paragraph (1) of Subsection C of 6.11.2.11 NMAC was met.

(3) If the administrative authority, the parent and relevant members of the child's IEP team determine the condition described in Subparagraph (b) of Paragraph (1) of Subsection C of 6.11.2.11 NMAC was met, the administrative authority must take immediate steps to remedy those deficiencies.

**D. Determination that behavior is manifestation of disability.** If the administrative authority, 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 comply within 34 CFR Sec. 300.530(f).

**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.

**F. Determination of setting.** The student's IEP team determines the interim alternative educational setting for services under Subsections B and E of this section.

**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

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CFR Sec. 300.536 are met.

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.

I. **Services.** A student with a disability who is removed from the student's current placement pursuant to this section must continue to receive special education and related services as provided in 34 CFR Sec. 300.530(d).

J. **Appeal.**

(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.

(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).

(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 ever occurs first, unless the parent and the administrative authority agree otherwise.

[08/15/1997; 6.11.2.11 NMAC - Rn, 6 NMAC 1.4.11 & A, 11/30/2000; A, 9/15/2005; A, 6/29/2007; A, 11/13/2009]

**6.11.2.12 PROCEDURE FOR DETENTIONS, SUSPENSIONS AND EXPULSIONS:** 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. But it 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 not apply to disenrollment of students who fail to meet immunization, age, residence or other requirements for valid enrollment, nor to the removal

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09/04/2087

*Policy Services*

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.

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), legal guardian or an adult designated by the parent(s) or the legal guardian, or kept on school grounds until the usual end of the school day.

B. **Students with disabilities.** This section does not apply to long-term suspension or expulsion of students who are disabled pursuant to the IDEA or Section 504. The procedures for long-term suspension or expulsion of disabled students are set forth in Section 6.11.2.11 NMAC above. School personnel under this section may remove a student with a disability who violates a rule 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 students 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 Subsection G of 6.11.2.11 NMAC above).

C. **Immediate removal:** Students whose presence poses a continuing danger to persons or property or an ongoing threat of interfering with the educational process may be immediately removed from school, subject to the following rules.

(1) A rudimentary hearing, as required for temporary suspensions, shall follow as soon as possible.

(2) Students shall be reinstated after no more than one school day unless within that time a temporary suspension is also imposed after the required rudimentary hearing. In such circumstances, a single hearing will support both the immediate removal and a temporary suspension imposed in connection with the same incident(s).

(3) The school shall exert reasonable efforts to inform the student's parent of the charges against the student and the action taken as soon as practicable. If the school has not communicated with the parent by telephone or in person by the end of the school day following the immediate removal, the school shall on that day mail a written notice with the required information to the parent's address of record.

D. **Temporary suspension.**

(1) A local school board may limit temporary suspensions to periods shorter than 10 school days.

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09/04/2087

*Policy Services*

(2) A student facing temporary suspension shall first be informed of the charges against him or her and, if (s)he denies them, shall be told what evidence supports the charge(s) and be given an opportunity to present his or her version of the facts. The following rules apply.

(a) The hearing may be an informal discussion and may follow immediately after the notice of the charges is given.

(b) Unless the administrative authority decides a delay is essential to permit a fuller exploration of the facts, this discussion may take place and a temporary suspension may be imposed within minutes after the alleged misconduct has occurred.

(c) A student who denies a charge of misconduct shall be told what act(s) (s)he is accused of committing, shall be given an explanation of the evidence supporting the accusation(s) and shall then be given the opportunity to explain his or her version of the facts. The administrative authority is not required to divulge the identity of informants, although (s)he should not withhold such information without good cause. (S)he is required to disclose the substance of all evidence on which (s)he proposes to base a decision in the matter.

(d) The administrative authority is not required to allow the student to secure counsel, to confront or cross-examine witnesses supporting the charge(s), or to call witnesses to verify the student's version of the incident, but none of these is prohibited.

(e) The school shall exert reasonable efforts to inform the student's parent of the charges against the student and their possible or actual consequence as soon as practicable. If the school has not communicated with the parent by telephone or in person by the end of the first full day of suspension, the school shall on that day mail a written notice with the required information to the parent's address of record.

**E. In-school suspension.**

(1) In-school suspension may be imposed with or without further restriction of student privileges. Any student who is placed in an in-school suspension which exceeds 10 school days must be provided with an instructional program that meets both state and local educational requirements. Student privileges, however, may be restricted for longer than 10 school days.

(2) In-school suspensions of any length shall be accomplished according to the procedures for a temporary suspension as set forth above. A local school board may limit the length of in-school suspensions which may be accomplished under temporary suspension procedures. No in-school suspension student shall be denied an opportunity to eat lunch or reasonable opportunities to go to the restroom.

**F. Detention.**

(1) Detention may be imposed in connection with in-school

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suspension, but is distinct from in-school suspension in that it does not entail removing the student from any of his or her regular classes.

(2) The authority of the schools to supervise and control the conduct of students includes the authority to impose reasonable periods of detention during the day or outside normal school hours as a disciplinary measure. No detained student shall be denied an opportunity to eat lunch or reasonable opportunities to go to the restroom. Reasonable periods of detention may be imposed in accordance with the procedures for temporary suspension.

**G. Long-term suspension and expulsion.**

(1) Each local school board shall authorize appropriate administrative authorities to initiate procedures leading to long-term suspension or expulsion. Where prompt action to suspend a student long-term is deemed appropriate, a temporary suspension may be imposed while the procedures for long-term suspension or expulsion are activated. However, where a decision following the required formal hearing is delayed beyond the end of the temporary suspension, the student must be returned to school pending the final outcome unless the provisions of Subparagraphs (j) and (k) of Paragraph (4) of Subsection G of 6.11.2.12 NMAC below apply.

(2) A student who has been validly expelled or suspended is not entitled to receive any educational services from the local district during the period of the exclusion from school. A local school board may provide alternative arrangements, including correspondence courses at the student's or parent's expense pursuant to public education department requirements, if the board deems such arrangements appropriate.

(3) Each local school board shall establish, or shall authorize appropriate administrative authorities to establish, appropriate processes for handling long-term suspensions and expulsions. Unless the terms expressly indicate otherwise, nothing in the procedures below shall be construed as directing that any required decision be made by any particular person or body or at any particular level of administrative organization.

(4) The following rules shall govern the imposition of long-term suspensions or expulsions:

(a) Hearing authority; disciplinarian. The same person or group may, but need not, perform the functions of both hearing authority and disciplinarian. Where the functions are divided, the hearing authority's determination of the facts is conclusive on the disciplinarian, but the disciplinarian may reject any punishment recommended by the hearing authority.

(b) Review authority. Unless the local school board provides otherwise, a review authority shall have discretion to modify or overrule the disciplinarian's decision, but may not impose a harsher punishment. A review authority shall be bound by a hearing authority's factual determinations except as provided in Subparagraph

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09/04/2087

*Policy Services*

(o) of Paragraph (4) of Subsection G of 6.11.2.12 NMAC below.

(c) **Disqualification.** No person shall act as hearing authority, disciplinarian or review authority in a case where (s)he was directly involved in or witnessed the incident(s) in question, or if (s)he has prejudged disputed facts or is biased for or against any person who will actively participate in the proceedings.

(d) **Local board participation.** A local board may act as hearing authority, disciplinarian or review authority for any cases involving proposed long-term suspensions or expulsions. Whenever a quorum of the local board acts in any such capacity, however, the Open Meetings Act, Section 10-15-1 et seq., NMSA 1978 requires a public meeting.

(e) **Initiation of procedures.** An authorized administrative authority shall initiate procedures for long-term suspension or expulsion of a student by designating a hearing authority and disciplinarian in accordance with local board policies, scheduling a formal hearing in consultation with the hearing authority and preparing and serving a written notice meeting the requirements of Subparagraph (h) of Paragraph (4) of Subsection G of 6.11.2.12 NMAC below.

(f) **Service of notice.** The written notice shall be addressed to the student, through his or her parent(s), and shall be served upon the parent(s) personally or by mail.

(g) **Timing of hearing.** The hearing shall be scheduled no sooner than five nor later than 10 school days from the date of receipt of the notice by the parent(s). The hearing authority may grant or deny a request to delay the hearing in accordance with the provisions of Subparagraph (i) of Paragraph (4) of Subparagraph (i) of Subsection G of 6.11.2.12 NMAC below.

(h) **Contents of notice.** The written notice must contain all of the following information, parts of which may be covered by appropriate reference to copies of any policies or regulations furnished with the notice:

(i) the school rule(s) alleged to have been violated, a concise statement of the alleged act(s) of the student on which the charge(s) are based and a statement of the possible penalty;

(ii) the date, time and place of the hearing, and a statement that both the student and parent are entitled and urged to be present;

(iii) a clear statement that the hearing will take place as scheduled unless the hearing authority grants a delay or the student and parent agree to waive the hearing and comply voluntarily with the proposed disciplinary action or with a negotiated penalty, and a clear and conspicuous warning that a failure to appear will not delay the hearing and may lead to the imposition of the proposed penalty by default;

(iv) a statement that the student has the right to be represented at the hearing by legal counsel, a parent or some other representative

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09/04/2087

*Policy Services*

designated in a written notice filed at least seventy-two (72) hours before the hearing with the contact person named pursuant to Item (vi) of Subparagraph (h) of Paragraph (4) of Subsection G of 6.11.2.12 NMAC below;

(v) a description of the procedures governing the hearing;

(vi) the name, business address and telephone number of a contact person through whom the student, parent or designated representative may request a delay or seek further information, including access to any documentary evidence or exhibits which the school proposes to introduce at the hearing; and

(vii) any other information, materials or instructions deemed appropriate by the administrative authority who prepares the notice.

(i) Delay of hearing. The hearing authority shall have discretion to grant or deny a request by the student or the appropriate administrative authority to postpone the hearing. Such discretion may be limited or guided by local school board policies not otherwise inconsistent with this rule.

(j) Students status pending hearing. Where a student has been suspended temporarily and a formal hearing on long-term suspension or expulsion will not occur until after the temporary suspension has expired, the student shall be returned to school at the end of the temporary suspension unless:

(i) the provisions of Subparagraph (k) of Paragraph (4) of Subsection G of 6.11.2.12 NMAC below apply, or

(ii) the student and parent(s) have knowingly and voluntarily waived the students right to return to school pending the outcome of the formal proceedings, or

(iii) the appropriate administrative authority has conducted an interim hearing pursuant to a written local school board policy made available to the student which affords further due process protection sufficient to support the student's continued exclusion pending the outcome of the formal procedures.

(k) Waiver of hearing; voluntary compliance or negotiated penalty. A student and his or her parent(s) may elect to waive the formal hearing and review procedures and comply voluntarily with the proposed penalty, or may waive the hearing and review and negotiate a mutually acceptable penalty with the designated disciplinarian. Such a waiver and compliance agreement shall be made voluntarily, with knowledge of the rights being relinquished, and shall be evidenced by a written document signed by the student, the parent(s), and the appropriate school official.

(l) Procedure for hearing and decision. The formal hearing is not a trial. It is an administrative hearing designed to ensure a calm, orderly determination by an impartial hearing authority of the facts of a case of alleged serious misconduct. Technical rules of evidence and procedure do not apply. The following-rules

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09/04/2087

*Policy Services*

govern the conduct of the hearing and the ultimate decision.

(i) The school shall have the burden of proof of misconduct.

(ii) The student and his or her parent shall have the following rights: The right to be represented by legal counsel or other designated representative, however, the school is not required to provide representation; the right to present evidence, subject to reasonable requirements of substantiation at the discretion of the hearing authority and subject to exclusion of evidence deemed irrelevant or redundant; the right to confront and cross-examine adverse witnesses, subject to reasonable limitation by the hearing authority; the right to have a decision based solely on the evidence presented at the hearing and the applicable legal rules, including the governing rules of student conduct.

(iii) The hearing authority shall determine whether the alleged act(s) of misconduct have been proved by a preponderance of the evidence presented at a hearing at which the student or a designated representative have appeared.

(iv) If no one has appeared on the students behalf within a reasonable time after the announced time for the hearing, the hearing authority shall determine whether the student, through the parent, received notice of the hearing. If so, the hearing authority shall review the schools' evidence to determine whether it is sufficient to support the charges(s) of misconduct.

(v) A hearing authority who is also a disciplinarian shall impose an appropriate sanction if (s)he finds that the allegations of misconduct have been proved under the standards of either Item (iii) or (iv) of Subparagraph (I) of Paragraph (4) of Subsection G of 6.11.2.12 NMAC above. A hearing authority who is not a disciplinarian shall report its findings, together with any recommended sanction, to the disciplinarian promptly after the hearing.

(vi) Arrangements to make a tape recording or keep minutes of the proceedings shall be made by the administrative authority who scheduled the hearing and prepared the written notice. A verbatim written transcript is not required, but any minutes or other written record shall fairly reflect the substance of the evidence presented.

(vii) The hearing authority may announce a decision on the question of whether the allegation(s) of misconduct have been proved at the close of the hearing. A hearing authority who is also a disciplinarian may also impose a penalty at the close of the hearing.

(viii) In any event, the hearing authority shall prepare and mail or deliver to the student, through the parent, a written decision within five working days after the hearing. The decision shall include a concise summary of the evidence upon which the hearing authority based its factual determinations. A hearing authority who is

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09/04/2087

*Policy Services*



also a disciplinarian shall include in the report a statement of the penalty, if any, to be imposed, and shall state reasons for the chosen penalty. A hearing authority who is not a disciplinarian shall forward a copy of his or her written decision to the disciplinarian forthwith. The disciplinarian shall prepare a written decision, including reasons for choosing any penalty imposed, and mail or deliver it to the student, through the parent, within five working days of receipt of the hearing authority's report.

(ix) A disciplinarian who is not a hearing authority may observe but not participate in the proceedings at a formal hearing. If the disciplinarian has done so and if the hearing authority announces a decision at the close of the hearing, the disciplinarian may also announce his or her decision at that time.

(x) The disciplinarian's decision shall take effect immediately upon initial notification to the parent, either at the close of the hearing or upon receipt of the written decision. If initial notification is by mail, the parent shall be presumed to have received the notice on the fifth calendar day after the date of mailing unless a receipt for certified mail, if used, indicates a different date of receipt.

(m) Effect of decision. If the hearing authority decides that no allegation(s) of misconduct have been proved, or if the disciplinarian declines to impose a penalty despite a finding that an act or acts of misconduct have been proved, the matter shall be closed. If the disciplinarian imposes any sanction on the student, the decision shall take effect immediately upon notification to the parent and shall continue in force during any subsequent review.

(n) Right of review. Unless the local school board was the disciplinarian, a student aggrieved by a disciplinarian's decision after a formal hearing shall have the right to have the decision reviewed if the penalty imposed was at least as severe as a long-term suspension or expulsion, an in-school suspension exceeding one school semester or a denial or restriction of student privileges for one semester or longer. A local school board may grant a right of review for less severe penalties. Local school boards shall establish appropriate mechanisms for review except where the local board was the disciplinarian, in which case its decision is final and not reviewable administratively. A student request for review must be submitted to the review authority within 10 school days after the student is informed of the disciplinarian's decision.

(o) Conduct of review. Unless the local board provides otherwise, a review authority shall have discretion to modify the disciplinarian's decision, including imposing any lesser sanction deemed appropriate. A review authority shall be bound by the hearing authority's factual determinations unless the student persuades the review authority that a finding of fact was arbitrary, capricious or unsupported by substantial evidence or that new evidence which has come to light since the hearing and which could not with reasonable diligence have been discovered in time for the hearing would manifestly change the factual determination. Upon any such finding, the review authority shall have

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09/04/2087

*Policy Services*

discretion to receive new evidence, reconsider evidence introduced at the hearing or conduct a de novo hearing. In the absence of any such finding, the review shall be limited to an inquiry into the appropriateness of the penalty imposed.

(p) **Form of review.** Unless the local board provides otherwise, a review authority shall have discretion to conduct a review on the written record of the hearing and decision in the case, to limit new submissions by the aggrieved student and school authorities to written materials or to grant a conference or hearing at which the student and his or her representative, and school authorities may present their respective views in person. Where a conference or hearing is granted, the record-keeping requirements of Item(vi) of Subparagraph (l) of Paragraph (4) of Subsection G of 6.11.2.12 NMAC above apply.

(q) **Timing of review.** Except in extraordinary circumstances, a review shall be concluded no later than 15 working days after a student's written request for review is received by the appropriate administrative authority.

(r) **Decision.** A review authority may announce a decision at the close of any conference or hearing held on review. In any event, the review authority shall prepare a written decision, including concise reasons, and mail or deliver it to the disciplinarian, the hearing authority and the student, through the parent, within 10 working days after the review is concluded.

(s) **Effect of decision.** Unless the local school board provides otherwise, a review authority's decision shall be the final administrative action to which a student is entitled.

[08/15/1997; 6.11.2.12 NMAC - Rn, 6 NMAC 1.4.12, 11/30/2000; A, 6/29/2007; A, 11/13/2009]

#### **HISTORY OF 6.11.2 NMAC:**

**PRE-NMAC HISTORY:** The material in this part was derived from that previously filed with the State Records Center and Archives under: State Board of Education (SBE) Regulation No. 68-2, Loco Parentis, filed February 6, 1968;

SBE Regulation No. 71-5, Rights and Responsibilities of the Public Schools, filed July 1, 1971; SBE Regulation No. 71-6, Rights and Responsibilities of the Public Schools, filed August 26, 1971;

Amendment No. 1 to SBE Regulation 71- 6, Amendment to State Board Rights and Responsibilities, filed June 19, 1972;

SBE Regulation No. 73-9, Jurisdiction Over Students, filed May 07, 1973;

SBE Regulation No. 77-3, Rights and Responsibilities of the Public Schools and Public School Students, filed July 12, 1977;

Amendment 1 to SBE Regulation No. 77-3, Rights and Responsibilities of the Public Schools and Public School Students, filed November 23, 1977;

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09/04/2087

*Policy Services*

**Amendment 2 to SBE Regulation No. 77-3, Rights and Responsibilities of the Public Schools and Public School Students, filed November 23, 1977;**  
**SBE Regulation 81-3, Rights and Responsibilities of the Public Schools and Public School Students, filed June 15, 1981;**  
**Amendment 1 to SBE Regulation 81-3, Rights and Responsibilities of the Public Schools and Public School Students, filed October 2, 1995.**

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09/04/2087

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09/04/2087

*Policy Services*

**Memorandum of Understanding  
Between  
Cimarron Municipal School District  
And  
Mora/Colfax Head Start and Early Head Start Program**

This agreement is between the Cimarron Municipal School District and Mora/Colfax Head Start and Early Head Start Program from August 1, 2018 through August 31, 2019.

**A. Purpose of Agreement:**

The purpose of this agreement is to establish the best cooperative method of providing Head Start services to children ages 3 to 5 by the Mora/Colfax Head Start and Early Head Start Program with the Cimarron Municipal School District, in exchange that the Cimarron Municipal School District will furnish the Cimarron Head Start with a facility. The Cimarron Municipal School District will provide a classroom, office/training room and designated playground for a fee of \$4,000 a year, of which \$2,000 of the \$4,000 will be part of in-kind.

It is the intent of this agreement to:

1. Define the services to be provided by each Agency.
2. Ensure that a facility will be provided as long as the two agencies remain serving the programs.
3. Ensure that each agency assumes the responsibility to communicate with the other, and ensuring that the available resources and materials are utilized in an effective manner.

**B. Agency Responsibilities:**

Responsibility of the Mora/Colfax Head Start and Early Head Start Program:

1. Update the facility, which Head Start utilizes for the needs of the program (**including; but not limited to** classroom, office, bathrooms and playground).
2. It will be the responsibility of the Cimarron Head Start teachers to clean the classroom, office and both boys and girls bathrooms and the hallway.
3. Supply cleaning equipment such as mops, vacuum cleaners, etc., for maintaining the Head Start rooms.
4. Provide a 4 wheeler for the use of shoveling snow.
5. Obtain written parental/guardian consent for children transitioning to kindergarten to provide copies of verification form of birth certificate, and immunization record of Head Start children, list of parents' names, address, and phone number to the Cimarron Elementary Office.
6. At the end of the school year the Head Start Program will transfer information and documentation needed for Head Start children to transition into the Cimarron Elementary School Kindergarten Class.

## Responsibility of the Cimarron Municipal School District:

### Building:

1. Provide classroom to the Mora/Colfax Head Start and Early Head Start Program to serve Head Start children. Other educational space such as life skills lab, library, and gym as available and scheduled.
2. Provide an office area separate from classroom for the Head Start Coordinator.
3. Provide maintenance personnel as an in-kind service to the Head Start program.
4. Provide utilities as in-kind services and cafeteria for children to eat.
5. Cimarron Municipal Schools will serve the developmentally delayed students in their district program not in the Head Start program.
6. Provide high speed internet service at a cost of \$50.00 per month plus \$10.00 per hour technology support for hardware and software installation.

### Nurse Services:

1. Nursing staff agrees to treat all Head Start children in the time of medical or First Aid need when available and with Cimarron School District as first priority.
2. Nursing staff will provide advice to the Head Start program in the areas of medical, dental, and mental concerns if applicable.
3. School Nurse will sit in on IEP meetings when the health of a child is an issue.
4. Nurse will do periodic checks in the classroom and advice teachers when there is a risk such as chicken pox, head lice, viruses, etc...
5. School Nurse will provide trainings to staff, when available to do so.
6. Nurse will provide vision and hearing screening as necessary.

### Secretary Responsibilities:

1. Receive transfer of children's documents from the Head Start Office.
2. Keep all information given pertaining to Head Start children and families confidential.
3. Allow only the personnel staff access to the files.
4. Provide registration forms for parents to complete as part of registering children for Kindergarten.

## **C. PURPOSE STATEMENT OF SERVICES**

The purpose of this section of the agreement is to establish working procedures between Cimarron Municipal School District and Mora/Colfax Head Start in provision of services to preschool children eligible for special service in compliance with Federal and State laws and regulations.

1. It is the intent of this section of the agreement to:
  - a. Define which services will be provided by each agency.
  - b. Ensure that children eligible for preschool education services receive a free appropriate education, as required by law, in the least restrictive environment.
  - c. Ensure that each agency cooperatively maintains communication and shares leadership responsibilities at the local level to ensure that available resources are utilized in the most effective manner.

- d. Ensure that cooperative arrangements between Cimarron Municipal School District and Mora/Colfax Head Start are developed, implemented, and preserved.

This section of the agreement applies only to preschool children three to five years old who are eligible for special services.

#### **D. PROGRAM MANDATES**

- a. Cimarron Municipal School Responsibilities

- a. Provide services to preschool children with disabilities in accordance with the Individuals with Disabilities Act and all federal and state laws.
- b. Provide preschool children with disabilities a Free Appropriate Public Education (FAPE) including the development and implementation of Individualized Education Program (IEP), procedural safeguards and the provision of related services.
- c. Place preschool children with disabilities in the least restrictive environment to interact with peers to the maximum extent appropriate.

- b. Mora/Colfax Head Start Responsibilities

- a. Recruit, enroll and serve eligible children ages 3-5. Make available at least 10 percent of enrollment opportunities in Head Start for children with disabilities.
- b. Screen all children within 45 calendar days of enrollment for potential problems in areas of health and development.
- c. As soon as the need is evident, refer children with suspected special needs to the Cimarron Municipal Schools Special Services Department for a multidisciplinary evaluation.

#### **E. PROGRAM DESCRIPTION**

1. Cimarron Municipal School District  
125 North Collison Avenue  
Cimarron, New Mexico 87714
2. Mora/Colfax Head Start  
P. O. Box 180  
Holman, New Mexico 87723

#### **F. SERVICE IMPLEMENTATION**

1. Child Find Screening

- a. Cimarron Municipal School District will:

- i. Refer to own staff any children between the ages of three and five years of age who appear in need of special services.

- ii. Notify, in writing, Head Start staff regarding any referral for evaluation of any child enrolled in Head Start, with parental permission.
- iii. Share information with Head Start staff as necessary to provide the most comprehensive services to the child receiving services, with parental permission.

b. Mora/Colfax Head Start will:

- i. Screen all children who enter Head Start within 45 calendar days of enrollment for potential medical or developmental delays.
- ii. Share information with Cimarron Municipal School Special Education Department necessary to provide the most comprehensive services to the child receiving services, with parental permission.

2. Referral for Evaluation

a. Cimarron Municipal School District will:

- i. Refer to own staff any children between the ages of three and five who appear in need of a multidisciplinary evaluation to determine need for special services.
- ii. Provide to Head Start a copy of the multidisciplinary evaluation that is given to the child which has been referred for evaluation, with parental permission.

b. Mora/Colfax Head Start will:

- i. Refer in writing, to Cimarron Municipal School District Special Education Department any children who appear to be in need of evaluation and potential special services.
- ii. Will provide reports to Cimarron Municipal School District on each child attending Head Start after first screening is completed.

3. Comprehensive Evaluation

a. Cimarron Municipal School District will:

- i. Provide comprehensive evaluations as per IDEA and state special education regulations to any child referred to the Special Education Department.

4. Individualized Education Program Development

a. Cimarron Municipal School District will:

- i. Conduct Individualized Education Plan meetings to discuss and review evaluations they have conducted to ensure that the needs of all children are met in accordance with state and federal regulations.



- ii. Invite, in writing Head Start Staff and appropriate classroom teacher to all Individualized Education Plan meetings for children enrolled in dual placement to develop IEP in accordance with IDEA and state regulations.
  - iii. Provide Head Start teachers with copies of the Individual Education Plans for any students placed in their classrooms, with parental consent, immediately following IEP meeting.
  - iv. Provide Head Start teachers with copies of the nine-week progress report for any students placed in their classrooms, with parental consent.
5. Placement

a. Mora/Colfax Head Start and Early Head Start will:

- i. Include the goals and objectives set in the IEP in their lesson plans to work toward the goals set for the child.
- ii. Update the child's goals when they receive the nine-week report.
- iii. Accept a written referral for placement from Special Education and enroll in Head Start any child with disabilities when application process is screened and placed upon availability.

b. Cimarron Municipal School District will:

- i. Provide any special education and related services as stated in the child's IEP.

6. Specific Program Service Delivery

a. Cimarron Municipal School District will:

- i. Work with the Head Start classroom staff and parents of children receiving services to provide continuation of service beyond the therapy setting.

b. Mora/Colfax Head Start and Early Head Start Program will:

- i. Work with Cimarron Municipal School's Special Education staff and parents of children receiving services from Cimarron Municipal Schools Special Education Department to provide a continuation of services beyond the therapy setting.

7. Procedures for hiring and supervising staff providing special services.

a. Cimarron Municipal School District will:

- i. Hire and supervise own staff in accordance with state and federal regulations to ensure appropriate services are provided to the children enrolled in their district

b. Mora/Colfax Head Start and Early Head Start will:

- i. Hire and supervise own staff in accordance with state and federal regulations to ensure appropriate services are provided to the children enrolled in their program.
- 8. Procedures to Review/Monitor Child's Progress
  - c. Cimarron Municipal School District will:
    - i. Conduct IEP meetings.
    - ii. Invite, in writing, Head Start staff to all meetings regarding any child enrolled in dual placement with Head Start.
  - d. Mora/Colfax Head Start and Early Head Start will:
    - i. Participate in yearly or periodic meetings to review progress and redefine goals and objectives as appropriate.
    - ii. Invite, in writing, Cimarron Municipal Schools Special Education staff to all meetings held at the Head Start center regarding children in dual placement with the Cimarron Municipal Schools Special Education Department.

## **G. CONFIDENTIALITY**

- 1. Cimarron Municipal District and Mora/Colfax Head Start and Early Head Start Program shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

## **H. TRAINING AND TECHNICAL ASSISTANCE**

- 1. Cimarron Municipal School District will:
- 2. Mora/Colfax Head Start and Early Head Start will:
  - i. Provide to own staff any training or technical assistance needed to provide services for children with special needs.
  - ii. Invite Cimarron Municipal Schools Special Education staff to any training sessions, which will assist in the provision of, appropriate services for children in dual placement.
  - iii. Allow Cimarron Municipal Schools to utilize special equipment, when needed and with permission for use in the classroom for children with disabilities.

## **I. TRANSITION ACTIVITIES**

- 1. Cimarron Municipal School District will:
  - i. Provide transition services to children who are dually enrolled and will be entering kindergarten the following academic year.

- ii. Invite, in writing, Mora/Colfax Head Start staff and appropriate teacher to any transition meeting involving a child in dual placement.

2. Mora/Colfax Head Start and Early Head Start will:

- i. Provide transition services to children and families enrolled in Mora/Colfax Head Start and Early Head Start who will be attending kindergarten the following academic year.

**J. TERMINATION AND REVIEW**

This agreement for the provision of services will be reviewed and revised by Cimarron Municipal School District and Mora/Colfax Head Start and Early Head Start upon expiration or more often as needed. This agreement may be terminated by either party upon thirty (30) days written notice.


**K. SIGNATURES**

\_\_\_\_\_  
Superintendent, Cimarron Municipal Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
School Board President , Cimarron Municipal Schools

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, Mora/Colfax Head Start and Early Head Start  
**Wanda Martinez**

\_\_\_\_\_  
9/11/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent, Mora Independent School District  
**Ella Arellano**

\_\_\_\_\_  
9/15/18  
\_\_\_\_\_  
Date

8000 DISTRICT

8033 CES

8034 CHS

8036 CMS

8047 ENES

8048 ENMS

### Cimarron Municipal Schools

09/01/2018-09/30/2018

## Disbursement Detail Listing

### ACTIVITIES BANK ACCOUNT

Check Number	Date	Voucher	Payee	Invoice	Account	Description	Amount
10774	09/06/2018	1824	ANNEX BAR AND GRILL	0325083	23403.1000.56118.1010.008000.0000	MEALS FOR VOLLEYBALL AT LOGAN	\$111.20
10774	09/06/2018	1824	ANNEX BAR AND GRILL	0325471	23403.1000.56118.1010.008000.0000	MEALS FOR VOLLEYBALL AT LOGAN	\$100.50
						Check Total:	\$211.70
10775	09/06/2018	1824	INTERNATIONAL BANK (STARTING CASH)	9/5/18	23403.1000.53711.1010.008000.0000	START CASH FOR CONCESSIONS	\$200.00
						Check Total:	\$200.00
10776	09/06/2018	1824	THE PORCH	V838129	23403.1000.56118.1010.008000.0000	MEALS FOR MS/JV/V VOLLEYBALL IN QUESTA	\$288.00
						Check Total:	\$288.00
10777	09/13/2018	1827	BLAKE'S LOTABURGER (TAOS #57)	9/8/18	23403.1000.56118.1010.008000.0000	MEALS FOR CROSS COUNTRY TO PENASCO 9/7	\$188.84
						Check Total:	\$188.84
10778	09/13/2018	1827	ENTOURAGE YEARBOOKS	1035641001	23400.1000.56118.1010.008000.0000	YEARBOOK DEPOSIT	\$100.00
						Check Total:	\$100.00
10779	09/13/2018	1827	JOE ROY RAY	9/12/18	23428.1000.53711.1010.008000.0000	HAY	\$700.00
						Check Total:	\$700.00
10780	09/14/2018	1830	PUPPET THEATRE LOS TITIRITEROS	9/14/2018	23464.1000.53711.1010.008000.0000	PUPPET THEATER PRE-K-2ND NEED CHECK	\$300.00
						Check Total:	\$300.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9122018	23410.1000.56118.1010.008000.0000	GATORADE	\$30.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9122018	23410.1000.56118.1010.008000.0000	CANDY	\$108.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9122018	23410.1000.56118.1010.008000.0000	CHIPS	\$52.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9122018	23410.1000.56118.1010.008000.0000	WATER	\$15.00

10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9122018	23410.1000.56118.1010.008000.0000	CRACKERS	\$40.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	HOT DOGS	\$22.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	BUNS	\$18.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	PIZZA	\$48.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	PRETZEL	\$24.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	CANDY	\$297.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	CHIPS	\$52.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	CHIPS TOSTITOS	\$15.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	CHIPS FRITOS	\$15.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	GATORADE	\$120.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	NACHO SAUCE	\$30.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	SODAS	\$150.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9132018	23403.1000.56118.1010.008000.0000	WATER	\$25.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9142018	23440.1000.56118.1010.008000.0000	CANDY (VARIETY)	\$108.00
10781	09/19/2018	1832	CIMARRON MUNICIPAL SCHOOLS	9142018	23440.1000.56118.1010.008000.0000	CHIPS (VARIETY)	\$52.00
						Check Total:	\$1,221.00
10782	09/19/2018	1832	MCDONALD'S (TAOS)	9/15/18	23403.1000.56118.1010.008000.0000	MEALS FOR XC AT TAOS ON 9/15	\$93.38
						Check Total:	\$93.38
10783	09/19/2018	1832	NOAH MCDONALD	2018 SCHOLARSHIP	23405.1000.53711.1010.008000.0000	2018 JUAN ALBERTO MARTINEZ SCHOLARSHIP	\$1,000.00
						Check Total:	\$1,000.00
10784	09/19/2018	1832	OLIVE GARDEN (SANTA FE)	9/16/18	23421.1000.56118.1010.008000.0000	MEALS FOR CLASS OF 2019 TRIP	\$363.75
						Check Total:	\$363.75
10785	09/19/2018	1832	WEX BANK	55655502.	23449.1000.55817.1010.008000.0000	FLEET FUEL	\$30.89
10785	09/19/2018	1832	WEX BANK	55655502.	23465.1000.55817.1010.008000.0000	FLEET FUEL	\$1.66
						Check Total:	\$32.55
10786	09/27/2018	1835	CIMARRON MUNICIPAL SCHOOLS	9/21/18	23464.1000.53711.1010.008000.0000	BUS - EAGLENEST STATE PARK- FIELD TRIP	\$99.86
						Check Total:	\$99.86

10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9924888	23430.1000.56118.1010.008000.0000	COOLSHOT 4OCT 4"	\$25.14
10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9924888	23430.1000.56118.1010.008000.0000	SUPERBENDER COOL SHOT GLUE GUN	\$32.05
10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9924888	23430.1000.56118.1010.008000.0000	WIRE CLAY CUTTER 18'	\$4.38
10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9924888	23430.1000.56118.1010.008000.0000	CRAYOLA AIR-DRY CLAY- VALUE PACK	\$57.18
10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9924888	23430.1000.56118.1010.008000.0000	FABRIANO TIZIANO PAPER	\$16.72
10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9924888	23430.1000.56118.1010.008000.0000	GENERALS CLASSIC CHARCOAL SET	\$24.88
10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9924888	23430.1000.56118.1010.008000.0000	STAEDTLER IUMOGRAPH PENCIL SET	\$27.50
10787	09/27/2018	1835	DICK BLICK ART RESOURCES	9972930	23430.1000.56118.1010.008000.0000	RICKESON BLACK ART PAPER BULK	\$56.58
						Check Total:	\$244.43
10788	09/27/2018	1835	MCDONALD'S (LAS VEGAS)	9/22/18	23403.1000.56118.1010.008000.0000	MEALS FOR CROSS COUNTRY TO PECOS MEET	\$158.80
10788	09/27/2018	1835	MCDONALD'S (LAS VEGAS)	9/7/18	23403.1000.56118.1010.008000.0000	MEALS FOR ENMS AND CMS VOLLEYBALL TO PECOS 9/7	\$167.25
						Check Total:	\$326.05
10789	09/27/2018	1835	MCDONALD'S (TAOS)	9/14/18	23403.1000.56118.1010.008000.0000	MEALS FOR MID SCHOOL VOLLEYBALL GOING TO	\$108.01
10789	09/27/2018	1835	MCDONALD'S (TAOS)	9/15/18.	23403.1000.56118.1010.008000.0000	MEALS FOR MID SCHOOL VOLLEYBALL AT PENASCO	\$91.25
						Check Total:	\$199.26
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	ALCOHOL PREP PADS - MEDIUM	\$21.52
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	BENZAKALKORIUM WIPES	\$4.09
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	ZIPLOCK BAGES - GALLON	\$17.85
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	GLOVES - MEDIUM	\$20.97
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	GLOVES - LARGE	\$20.97
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	NON-STERILE GAUZE 4X4	\$27.00
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	TRIPLE ANTIBIOTIC	\$19.95
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	WD CLOSURES	\$27.80
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	3/4 X 3 BANDAIDS - BULK	\$42.95
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	SHARP CONTAINER - 2 GALLON	\$12.98
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	I-PRIN	\$47.00

10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	CHILDREN'S IBUPROFEN	\$12.58
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	ACETAMINOPHEN TABS – 160 MG	\$10.17
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	DISCOUNT	(\$14.57)
10790	09/27/2018	1835	SCHOOL NURSE SUPPLY INC	070020-IN	23416.1000.56118.1010.008000.0000	CHERRY HALLS COUGH	\$5.58
						Check Total:	\$276.84
10791	09/27/2018	1835	THE PORCH	9/14/18	23403.1000.56118.1010.008000.0000	ENCHILADA TRAYS AND SANDWICH PLATTER FOR AA	\$150.00
						Check Total:	\$150.00
						Bank Total:	\$5,995.66

## OPERATIONAL ACCOUNT

40652	09/06/2018	1825	ADAN ESTRADA	res855	11000.2300.53711.0000.008000.0000	QUALITATIVE RESEARCH METHODS	\$1,955.33
						Check Total:	\$1,955.33
40653	09/06/2018	1825	ALBERTA L MARTINEZ	9/5/18	11000.1000.53330.1010.008000.0000	REIMBURSEMENT FOR DOCTORATE COURSES	\$1,800.00
						Check Total:	\$1,800.00
40654	09/06/2018	1825	ALPINE LUMBER	51273583	31701.4000.54315.0000.008047.0000	(2018–2019) MAINTENANCE	\$104.50
40654	09/06/2018	1825	ALPINE LUMBER	51273583	31701.4000.54315.0000.008048.0000	(2018–2019) MAINTENANCE	\$104.50
						Check Total:	\$209.00
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	454579544678	31900.4000.56118.0000.008034.0000	KODAK PRINTOMATIC INSTANT BUNDLE	\$107.20
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	658368544337	31900.4000.56118.0000.008000.0000	MUSHKIN REACTOR 500 GB INTERNAL SOLID STATE	\$95.99
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	756839973588	11000.1000.56118.1010.008033.0000	CLOCK	\$5.98
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	756839973588	11000.1000.56118.1010.008033.0000	AMERICAN FLAG	\$29.99
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	756839973588	11000.1000.56118.1010.008036.0000	CLOCK	\$7.17
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	756839973588	11000.1000.56118.1010.008036.0000	NEW MEXICO FLAG	\$23.11
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	947643475454	31900.4000.56118.0000.008000.0000	MUSHKIN REACTOR 500 GB INTERNAL SOLID STATE	\$854.91
40655	09/06/2018	1825	AMAZON.COM CREDIT PLAN	949397663888	11000.2100.56118.0000.008000.0000	BOSTITCH STAPLES	\$22.98
						Check Total:	\$1,147.33
40656	09/06/2018	1825	AMBER ARCHULETA	9/5/18	11000.2300.53711.0000.008000.0000	NOTARY FEE	\$70.00
						Check Total:	\$70.00
40657	09/06/2018	1825	APRIL YATES	9/5/18	11000.1000.53330.1010.008000.0000	REIMBURSEMENT FOR DOCTORATE COURSES	\$1,200.00
						Check Total:	\$1,200.00
40658	09/06/2018	1825	ASHLEY L. PETERSON	012	11000.2100.53218.2000.008033.0000	2018–2019 – O & M SERVICES	\$450.00
						Check Total:	\$450.00

40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1-9/30/18	11000.2600.54416.0000.008000.0000		2018-2019 INTERNET - ADMINISTRATION	\$272.52
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1-9/30/18	11000.2600.54416.0000.008033.0000		2018-2019 INTERNET - CES	\$272.52
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1-9/30/18	11000.2600.54416.0000.008034.0000		2018-2019 INTERNET - CHS	\$272.52
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1-9/30/18	11000.2600.54416.0000.008036.0000		2018-2019 INTERNET -	\$272.52
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1-9/30/18	13000.2700.54416.0000.008000.0000		2018-2019 INTERNET - TRANSPORTATION	\$272.51
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1/18	11000.2600.54416.0000.008000.0000		2018-2019 - LONG DISTANCE AND LOCAL	\$280.25
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1/18	11000.2600.54416.0000.008033.0000		2018-2019 - LONG DISTANCE AND LOCAL	\$68.35
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1/18	11000.2600.54416.0000.008034.0000		2018-2019 - LONG DISTANCE AND LOCAL	\$249.51
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1/18	11000.2600.54416.0000.008036.0000		2018-2019 - LONG DISTANCE AND LOCAL	\$68.34
40659	09/06/2018	1825	BACA VALLEY TELEPHONE CO INC	9/1/18	13000.2700.54416.0000.008000.0000		2018-2019 - LONG DISTANCE AND LOCAL	\$137.55
							Check Total:	\$2,166.59
40660	09/06/2018	1825	BENNETT'S LLC	18-C37642	31701.4000.54315.0000.008000.0000		(2018-2019) MONTHLY CYLINDER RENTAL	\$21.70
							Check Total:	\$21.70
40661	09/06/2018	1825	CDWG INC	NXP9708	31900.4000.56118.0000.008033.0000		HP OFFICEJET 5255	\$34.47
40661	09/06/2018	1825	CDWG INC	NXP9708	31900.4000.56118.0000.008036.0000		HP OFFICEJET 5255	\$34.47
							Check Total:	\$68.94
40662	09/06/2018	1825	CENTURYLINK	8/25-9/24/18	11000.2600.54416.0000.008047.0000		2018-2019 - LONG DISTANCE AND LOCAL	\$155.43
40662	09/06/2018	1825	CENTURYLINK	8/25-9/24/18	11000.2600.54416.0000.008048.0000		2018-2019 - LONG DISTANCE AND LOCAL	\$155.42
							Check Total:	\$310.85
40663	09/06/2018	1825	CYNTHIA D ORTHMAN	9/5/18	11000.1000.53330.1010.008000.0000		SCHOOL LAW 5344	\$400.00
							Check Total:	\$400.00
40664	09/06/2018	1825	DEBRA LUKSICH	9/5/18	11000.1000.56118.1010.008034.0000		SY 2018-2019 - CLASSROOM SUPPLIES	\$200.00
							Check Total:	\$200.00
40665	09/06/2018	1825	HURTADO SPEECH THERAPY LLC	2001	11000.2100.53212.2000.008000.0000		2018-2019 - SPEECH THERAPY SERVICES	\$4,450.46



40666	09/06/2018	1825	INTERNATIONAL BANK (STARTING CASH)	9/5/18.	11000.1000.56118.9000.008034.0000	START CASH FOR ATHLETIC GATE	Check Total: \$200.00	\$4,450.46
40667	09/06/2018	1825	KIT CARSON TELECOM	77369	11000.2600.54416.0000.008000.0000	(2018-2019) MONTHLY INTERNET SERVICE AT	Check Total: \$1,485.37	\$200.00
40668	09/06/2018	1825	MESA TIRES	069344	31701.4000.54315.0000.008000.0000	REPLACE TRAILER TIRES -	Check Total: \$340.00	\$340.00
40668	09/06/2018	1825	MESA TIRES	069344	31701.4000.54315.0000.008000.0000	DISPOSAL FEE	Check Total: \$200.00	\$20.00
40669	09/06/2018	1825	MJM OTERO ENTERPRISES LLC	9/5/18	26156.1000.56118.1010.008000.0000	BINDER MACHINE REPAIR	Check Total: \$200.00	\$200.00
40670	09/06/2018	1825	MYERS STEVENS & TOOHEY & CO INC	18-19 SY	11000.2600.55200.0000.008000.0000	2018-2019 - NMPSIA CATASTROPHIC STUDENT	Check Total: \$607.20	\$607.20
40671	09/06/2018	1825	PENASCO INDEPENDENT SCHOOL DISTRICT	9/5/18.	11000.1000.53711.9000.008034.0000	ENTRY FEE FOR XC TO PENASCO - MID AND HIGH	Check Total: \$100.00	\$100.00
40672	09/06/2018	1825	RECORDS ACE HARDWARE	286711	31701.4000.54315.0000.008000.0000	(2018-2019) CIMARRON MAINTENANCE & REPAIRS	Check Total: \$35.99	\$35.99
40673	09/06/2018	1825	RHONDA J LEE-HICKS	21	11000.2100.53213.2000.008000.0000	2018-2019 - OCCUPATIONAL THERAPY	Check Total: \$3,461.25	\$3,461.25
40674	09/06/2018	1825	SCHOOL TECH SOLUTIONS	07-18 CMSD	31900.4000.53414.0000.008000.0000	TECHNOLOGY SERVICES	Check Total: \$6,995.25	\$6,995.25
40674	09/06/2018	1825	SCHOOL TECH SOLUTIONS	08-18 CMSD	31900.4000.53414.0000.008000.0000	TECHNOLOGY SERVICES	Check Total: \$11,417.98	\$4,417.98
40675	09/06/2018	1825	SHI INTERNATIONAL CORP	B08753878	31900.4000.56118.0000.008000.0000	ACER - POWER ADAPTER	Check Total: \$502.80	\$502.80
40675	09/06/2018	1825	SHI INTERNATIONAL CORP	B08761247	31900.4000.56118.0000.008000.0000	ACAD CHROMEOS MANAGEMENT SVC ONLY	Check Total: \$4,000.80	\$3,498.00
40676	09/06/2018	1825	TASCOSA OFFICE MACHINES INC	67038	31701.4000.54315.0000.008000.0000	(2018-2019) CONTRACT YEAR (08/01/18-07/31/19)	Check Total: \$1,496.87	\$1,496.87
40676	09/06/2018	1825	TASCOSA OFFICE MACHINES INC	72745	31701.4000.54315.0000.008000.0000	BLACK & COLOR PRINTER/COPIER OVERAGES	Check Total: \$4,749.64	\$3,252.77
40677	09/06/2018	1825	VILLAGE OF EAGLE NEST	7/25-8/28/18	11000.2600.54415.0000.008047.0000	(2018-2019) ENES WATER	Check Total: \$492.91	\$492.91
40677	09/06/2018	1825	VILLAGE OF EAGLE NEST	7/25-8/28/18	11000.2600.54415.0000.008048.0000	(2018-2019) ENMS WATER	Check Total: \$985.81	\$492.90
40678	09/06/2018	1825	WELBY GARDENS CO	212755	26156.1000.56118.1010.008000.0000	ADDITIONAL PLANTS	Check Total: \$465.70	\$465.70
40679	09/06/2018	1825	WHITTEN CONSTRUCTION	1379	31701.4000.54315.0000.008033.0000	PUMP OUT GREASE TRAP AT	Check Total: \$139.94	\$139.94

40679	09/06/2018	1825	WHITTEN CONSTRUCTION	1379	31701.4000.54315.0000.008036.0000	CEMS PUMP OUT GREASE TRAP AT CEMS	\$139.93
						Check Total:	\$279.87
40680	09/11/2018	1829	PEGGY JO PRICE DESIGNS	549437	31701.4000.54315.0000.008034.0000	MATERIALS FOR CUSHIONS FOR CHS COMMONS AREA	\$2,310.00
						Check Total:	\$2,310.00
40681	09/11/2018		MORENO VALLEY HIGH SCHOOL	SEG SEPTEMBER 18	11000.0000.21100.0000.000000.0000	INTERGOVERNMENTAL ACCOUNTS PAYABLE	\$56,910.56
						Check Total:	\$56,910.56
40682	09/11/2018	1826	ACTIVELY LEARN, INC.	1615	24189.1000.53711.1010.008000.0000	ACTIVELY LEARN SCHOOL PLAN	\$2,350.00
						Check Total:	\$2,350.00
40683	09/11/2018	1826	BRAINPOP	US174109	24189.1000.53711.1010.008000.0000	BRAINPOP 24/7 ACCESS FOR 12 MONTHS	\$4,335.00
40683	09/11/2018	1826	BRAINPOP	US174109	24189.1000.53711.1010.008000.0000	10% DISCOUNT	(\$433.50)
						Check Total:	\$3,901.50
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	SMARTBUS 900 RUGGEDIZED MOBILE	\$884.97
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	SMARTBUS HARD INSTALLATION KIT	\$229.97
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	CUSTOM 5 GB DATA PLAN	\$539.64
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	CUSTOM 5G DDATA PLAN – ADDITIONAL GB	\$394.92
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	TELECOM, NETWORK AND ADMIN FEES	\$109.81
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	KAJEET SMARTSPORT 6620 W/CASE, POWER CABLE AND	\$1,599.70
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	CUSTOM 2GB DATA PLAN	\$2,421.40
40684	09/11/2018	1826	KAJEET, INC	INV6089	24189.1000.53711.1010.008000.0000	TELECOM, NETWORK, ADMIN FEES	\$153.37
						Check Total:	\$6,333.78
40695	09/13/2018	1828	A'VIANDS, LLC	INV1900020188	21000.3100.53414.0000.008000.0000	2018–2019 – FOOD SERVICES CONTRACT	\$14,877.44
						Check Total:	\$14,877.44
40696	09/13/2018	1828	ACORN PETROLEUM INC.	918494	13000.2700.56212.0000.008000.0000	2018–2019 – DIESEL FUEL FOR TO AND FROM ROUTE	\$935.21
						Check Total:	\$935.21

40697	09/13/2018	1828	ALL SPORTS TROPHIES INC	190379	11000.1000.56118.9000.008034.0000	FIRST PLACE VB TROPHY	\$25.00	
40697	09/13/2018	1828	ALL SPORTS TROPHIES INC	190379	11000.1000.56118.9000.008034.0000	SECOND PLACE VB TROPHY	\$22.00	
40697	09/13/2018	1828	ALL SPORTS TROPHIES INC	190379	11000.1000.56118.9000.008034.0000	THIRD PLACE VB TROPHY	\$19.00	
40697	09/13/2018	1828	ALL SPORTS TROPHIES INC	190379	11000.1000.56118.9000.008034.0000	ALL TOURNAMENT MEDALS	\$48.00	
40697	09/13/2018	1828	ALL SPORTS TROPHIES INC	190379	11000.1000.56118.9000.008034.0000	SHIPPING	\$20.00	
							Check Total:	\$134.00
40698	09/13/2018	1828	ALPINE LUMBER	51283817	31701.4000.54315.0000.008047.0000	(2018-2019) MAINTENANCE	\$30.88	
40698	09/13/2018	1828	ALPINE LUMBER	51283817	31701.4000.54315.0000.008048.0000	(2018-2019) MAINTENANCE	\$30.87	
							Check Total:	\$61.75
40699	09/13/2018	1828	AMAZON.COM CREDIT PLAN	565336596799	31900.4000.56118.0000.008000.0000	HDMI CABLE - 6 FOOT - 24 PACK	\$147.00	
							Check Total:	\$147.00
40700	09/13/2018	1828	CDWG INC	NZM7702	24189.1000.56118.1010.008000.0000	ASUS CHROMEBOOKS	\$1,147.10	
40700	09/13/2018	1828	CDWG INC	NZW8443	24189.1000.56118.1010.008000.0000	CONSOLE LICENSE	\$494.38	
							Check Total:	\$1,641.48
40701	09/13/2018	1828	CIMARRON MUNICIPAL SCHOOLS	9/5/18	11000.1000.55817.9000.008034.0000	BUS TO SPRINGER FOR COLLEGE FAIR	\$101.78	
40701	09/13/2018	1828	CIMARRON MUNICIPAL SCHOOLS	9/7/18	11000.1000.55817.9000.008034.0000	BUS TO PECOS FOR MID SCHOOL VB ON 9/7	\$333.32	
40701	09/13/2018	1828	CIMARRON MUNICIPAL SCHOOLS	9/8/18	11000.1000.55817.9000.008034.0000	BUS FOR CROSS COUNTRY TO PENASCO ON 9/8	\$286.06	
							Check Total:	\$721.16
40702	09/13/2018	1828	COOPERATIVE EDUCATIONAL SERVICES	36-025025	11000.2100.53211.2000.008000.0000	ANCILLARY: DIAGNOSTICIAN -	\$1,873.91	
40702	09/13/2018	1828	COOPERATIVE EDUCATIONAL SERVICES	36-025025	11000.2100.53215.2000.008000.0000	ANCILLARY: PSYCHOLOGIST - TERESA QUIROGA	\$680.67	
							Check Total:	\$2,554.58
40703	09/13/2018	1828	CUNICO TIRE COMPANY INC	43501	31701.4000.54315.0000.008000.0000	P1 85 /60R14 COOPER EVOLUTION TOUR	\$284.88	
40703	09/13/2018	1828	CUNICO TIRE COMPANY INC	43501	31701.4000.54315.0000.008000.0000	MOUNT & BALANCE	\$48.00	
40703	09/13/2018	1828	CUNICO TIRE COMPANY INC	43501	31701.4000.54315.0000.008000.0000	TIRE DISPOSAL FEE	\$24.09	
							Check Total:	\$356.97
40704	09/13/2018	1828	DAELENA POTTER	9/5-9/7/18	11000.1000.53330.1010.008000.0000	MEAL REIMBURSEMENT - NMTEACH - 9/5-9/7/18	\$35.91	
							Check Total:	\$35.91
40705	09/13/2018	1828	DAVIA A. RICHARD	9/12/18	11000.1000.56118.1010.008047.0000	CLASSROOM SUPPLES	\$23.57	
							Check Total:	\$23.57
40706	09/13/2018	1828	EASTBAY, INC.	850454	11000.1000.56118.9000.008034.0000	ACADEMY 18 JACKET - SIZE S - RED	\$114.00	
40706	09/13/2018	1828	EASTBAY, INC.	850454	11000.1000.56118.9000.008034.0000	SHIPPING	\$13.50	
							Check Total:	\$127.50

40707	09/13/2018	1828	ELK MOUNTAIN EMBROIDERY	274	29102.2300.56118.0000.008000.0000		BAND POLOS & SET UP FEE	\$1,030.55
							Check Total:	\$1,030.55
40708	09/13/2018	1828	FLINN SCIENTIFIC	2257533	14000.1000.56111.1010.008048.0000		STEM ENGINEERING	\$446.59
							Check Total:	\$446.59
40709	09/13/2018	1828	INSTITUTE FOR TEACHING AND LEADING INC	1027	31900.4000.53414.0000.008000.0000		2018-2019 - STRATEGIC PLANNING, GRANT	\$1,625.00
40709	09/13/2018	1828	INSTITUTE FOR TEACHING AND LEADING INC	1028	31900.4000.53414.0000.008000.0000		2018-2019 - STRATEGIC PLANNING, GRANT	\$1,625.00
							Check Total:	\$3,250.00
40710	09/13/2018	1828	JACK SWOPE ESTATE	2018-001	13000.2700.54610.0000.008000.0000		LEASING FOR 4 ADDITIONAL MONTHS	\$1,400.00
							Check Total:	\$1,400.00
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN2000100254	31900.4000.54416.0000.008047.0000		INSTALL VOIP SYSTEM	\$1,982.85
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN2000100254	31900.4000.54416.0000.008048.0000		INSTALL VOIP SYSTEM	\$1,982.85
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001054529.	31900.4000.54416.0000.008033.0000		INSTALL VOIP SYSTEM - CIMARRON ELEMENTARY	\$1,169.60
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001054529.	31900.4000.54416.0000.008034.0000		INSTALL VOIP SYSTEM - CIMARRON HIGH SCHOOL	\$1,169.59
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001054529.	31900.4000.54416.0000.008036.0000		INSTALL VOIP SYSTEM - CIMARRON MIDDLE SCHOOL	\$1,169.59
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001060244	31900.4000.54416.0000.008047.0000		MONTHLY FEES	\$104.58
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001060244	31900.4000.54416.0000.008048.0000		MONTHLY FEES	\$104.58
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001060244.	31900.4000.54416.0000.008000.0000		1ST MONTH SERVICE - CIMARRON ELEMENTARY	\$209.16
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001060244.	31900.4000.54416.0000.008034.0000		1ST MONTH SERVICE - CIMARRON HIGH SCHOOL	\$209.16
40711	09/13/2018	1828	JIVE COMMUNICATIONS, INC	IN20001060244.	31900.4000.54416.0000.008036.0000		1ST MONTH SERVICE - CIMARRON MIDDLE SCHOOL	\$209.16
							Check Total:	\$8,311.12
40712	09/13/2018	1828	KIT CARSON ELECTRIC COOPERATIVE INC	7/18-8/18/18	11000.2600.54411.0000.008047.0000		(2018-2019) ENES ELECTRICITY	\$36.44
40712	09/13/2018	1828	KIT CARSON ELECTRIC COOPERATIVE INC	7/18-8/18/18	11000.2600.54411.0000.008048.0000		(2018-2019) ENMS ELECTRICITY	\$36.45
							Check Total:	\$72.89
40713	09/13/2018	1828	NATURE SCAPES INC	18075	31701.4000.54315.0000.008047.0000		2018-2019 - JANITORIAL CONTRACT EAGLE NEST	\$1,204.29
40713	09/13/2018	1828	NATURE SCAPES INC	18075	31701.4000.54315.0000.008047.0000		GRT @ 7.5208%	\$90.57
40713	09/13/2018	1828	NATURE SCAPES INC	18075	31701.4000.54315.0000.008048.0000		GRT @ 7.5208%	\$90.57
40713	09/13/2018	1828	NATURE SCAPES INC	18075	31701.4000.54315.0000.008048.0000		2018-2019 - JANITORIAL CONTRACT EAGLE NEST	\$1,204.29

40713	09/13/2018	1828	NATURE SCAPES INC	18076	31701.4000.54315.0000.008034.0000	2017-2018 - JANITORIAL CONTRACT CIMARRON	\$1,870.06
40713	09/13/2018	1828	NATURE SCAPES INC	18076	31701.4000.54315.0000.008034.0000	GRT @ 8.1458%	\$152.33
40713	09/13/2018	1828	NATURE SCAPES INC	18077	31701.4000.54315.0000.008033.0000	2018-2019 - JANITORIAL CONTRACT CIMARRON	\$993.47
40713	09/13/2018	1828	NATURE SCAPES INC	18077	31701.4000.54315.0000.008033.0000	GRT @ 8.1458%	\$80.92
40713	09/13/2018	1828	NATURE SCAPES INC	18077	31701.4000.54315.0000.008036.0000	GRT @ 8.1458%	\$80.93
40713	09/13/2018	1828	NATURE SCAPES INC	18077	31701.4000.54315.0000.008036.0000	2018-2019 - JANITORIAL CONTRACT CIMARRON	\$993.46
40713	09/13/2018	1828	NATURE SCAPES INC	18078	31701.4000.54315.0000.008000.0000	2018-2019 - JANITORIAL CONTRACT CIMARRON	\$177.33
40713	09/13/2018	1828	NATURE SCAPES INC	18078	31701.4000.54315.0000.008000.0000	GRT @ 8.1458%	\$14.44
						Check Total:	\$6,952.66
40714	09/13/2018	1828	ORTIZ & ZAMORA ATTORNEYS AT LAW LLC	5390	11000.2300.53413.0000.008000.0000	2018-2019 LEGAL ASSISTANCE	\$715.69
						Check Total:	\$715.69
40715	09/13/2018	1828	PITNEY BOWES GLOBAL FINANCIAL SERVICES	3306957477	31701.4000.54315.0000.008000.0000	2018 -2019 - POSTAGE MACHINE LEASE	\$57.14
						Check Total:	\$57.14
40716	09/13/2018	1828	SCHOOL TECH SOLUTIONS	09-18CHS	31900.4000.53414.0000.008034.0000	INSTALLATION, SETUP & CONFIGURATION OF 8	\$3,434.00
						Check Total:	\$3,434.00
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18	11000.2600.54415.0000.008033.0000	(2018-2019) CES WATER	\$256.02
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18	11000.2600.54415.0000.008034.0000	(2018-2019) CHS WATER	\$216.33
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18	11000.2600.54415.0000.008036.0000	(2018-2019) CMS WATER	\$256.01
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18	13000.2700.54415.0000.008000.0000	(2018-2019) TRANSPORTATION	\$144.99
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18 - RF	31701.4000.54315.0000.008000.0000	(2018-2019) ADMIN SOLID WASTE	\$78.12
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18 - RF	31701.4000.54315.0000.008033.0000	(2018-2019) CES SOLID WASTE	\$78.12
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18 - RF	31701.4000.54315.0000.008034.0000	(2018-2019) CHS SOLID WASTE	\$78.12
40717	09/13/2018	1828	VILLAGE OF CIMARRON	9/12/18 - RF	31701.4000.54315.0000.008036.0000	(2018-2019) CMS SOLID WASTE	\$78.12
						Check Total:	\$1,185.83
40718	09/13/2018	1828	ZIA NATURAL GAS COMPANY	7/31-8/31/18	11000.2600.54412.0000.008033.0000	(2018-2019) CES NATURAL GAS	\$25.40

40718	09/13/2018	1828	ZIA NATURAL GAS COMPANY	7/31-8/31/18	11000.2600.54412.0000.008034.0000	(2018-2019) CHS NATURAL GAS	\$115.11
40718	09/13/2018	1828	ZIA NATURAL GAS COMPANY	7/31-8/31/18	11000.2600.54412.0000.008036.0000	(2018-2019) CMS NATURAL GAS	\$25.41
40718	09/13/2018	1828	ZIA NATURAL GAS COMPANY	7/31-8/31/18	13000.2700.54412.0000.008000.0000	(2018-2019) TRANSPORTATION NATURAL GAS	\$37.99
40718	09/13/2018	1828	ZIA NATURAL GAS COMPANY	7/31-8/31/18.	11000.2600.54412.0000.008033.0000	(2018-2019) CES NATURAL GAS	\$33.03
40718	09/13/2018	1828	ZIA NATURAL GAS COMPANY	7/31-8/31/18.	11000.2600.54412.0000.008036.0000	(2018-2019) CMS NATURAL GAS	\$33.03
						Check Total:	\$269.97
40719	09/14/2018	1831	TAOS HIGH SCHOOL	9/15/18	11000.1000.53711.9000.008034.0000	ENTRY FEE FOR TAOS CROSS COUNTRY MEET	\$50.00
						Check Total:	\$50.00
40720	09/19/2018	1833	ACORN PETROLEUM INC.	919206	13000.2700.56212.0000.008000.0000	2018-2019 - DIESEL FUEL FOR TO AND FROM ROUTE	\$1,134.77
						Check Total:	\$1,134.77
40721	09/19/2018	1833	ALBERTA L MARTINEZ	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00
						Check Total:	\$150.00
40722	09/19/2018	1833	ALPINE LUMBER	52161089	31701.4000.54315.0000.008000.0000	(2018-2019) MAINTENANCE	\$32.99
						Check Total:	\$32.99
40723	09/19/2018	1833	AMAZON.COM CREDIT PLAN	457667794678	31900.4000.56118.0000.008000.0000	CHROMEBOOK CHARGERS	\$299.80
40723	09/19/2018	1833	AMAZON.COM CREDIT PLAN	533496879855	31900.4000.56118.0000.008000.0000	MACBOOK PRO CHARGERS 15" X 17" - 1ST	\$47.98
						Check Total:	\$347.78
40724	09/19/2018	1833	BENJAMIN A. VARGAS	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00
						Check Total:	\$150.00
40725	09/19/2018	1833	CARQUEST RATON	5728-290273	31701.4000.54315.0000.008000.0000	2018-2019 - CAR PARTS AND FLUIDS	\$14.99
						Check Total:	\$14.99
40726	09/19/2018	1833	CDWG INC	V162883	24189.1000.56118.1010.008000.0000	ASUS CHROMEBOOKS	\$3,211.88
						Check Total:	\$3,211.88
40727	09/19/2018	1833	CIMARRON MUNICIPAL SCHOOLS	9/15/18	11000.1000.55817.9000.008034.0000	BUS TO TAOS FOR CROSS COUNTRY ON 9/15	\$37.24
						Check Total:	\$37.24
40728	09/19/2018	1833	CINDY CARR	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00

							Check Total:	\$150.00
40729	09/19/2018	1833	CORTNEY CHANCELLOR	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT		\$150.00
							Check Total:	\$150.00
40730	09/19/2018	1833	CRISTINA CISNEROS	1	11000.2100.53218.2000.008033.0000	2018-2019 - TVI SERVICES		\$1,636.59
							Check Total:	\$1,636.59
40731	09/19/2018	1833	CYNTHIA D ORTHMAN	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT		\$150.00
							Check Total:	\$150.00
40733	09/19/2018	1833	DEBORAH K HILL	WALMART	11000.1000.56118.1010.008047.0000	CLASSROOM SUPPLIES		\$11.04
40733	09/19/2018	1833	DEBORAH K HILL	WALMART	11000.1000.56118.1010.008048.0000	CLASSROOM SUPPLIES		\$11.04
							Check Total:	\$22.08
40734	09/19/2018	1833	DEBRA LUKSICH	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT		\$150.00
							Check Total:	\$150.00
40735	09/19/2018	1833	DRURY PLAZA HOTEL SANTA FEAMBER ARCHULETA		11000.2300.55813.0000.008000.0000	AMBER ARCHULETA - 9/23-9/26/18 -		\$142.79
							Check Total:	\$142.79
40736	09/19/2018	1833	EDGENUITY INC.	123942	31900.4000.53414.0000.008000.0000	USER LICENSES FOR VITURAL CLASSROOM - 30 LICENSES		\$15,000.00
							Check Total:	\$15,000.00
40737	09/19/2018	1833	FRESH ACQUISITIONS LLC	INV203961	29102.2300.53711.0000.008000.0000	LUNCHES		\$260.71
							Check Total:	\$260.71
40738	09/19/2018	1833	GRAINGER	9897776127	13000.2700.56118.0000.008000.0000	FIRST AID KIT FOR TRANSPORTATION		\$195.53
							Check Total:	\$195.53
40739	09/19/2018	1833	JULIA D VIGIL	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT		\$150.00
							Check Total:	\$150.00
40740	09/19/2018	1833	LAKESHORE LEARNING MATERIALS	1756330618	11000.1000.56118.1010.008047.0000	SHIPPING COSTS FOR INVOICE 1756330618		\$310.17
							Check Total:	\$310.17
40741	09/19/2018	1833	LEE MILLS	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT		\$150.00
							Check Total:	\$150.00
40743	09/19/2018	1833	LUCY BRAZIL	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT		\$150.00
							Check Total:	\$150.00
40744	09/19/2018	1833	MARIAH LYNN SANCHEZ	9/19/18	29102.2300.53711.0000.008000.0000	REPLACE STOLEN ITEMS - VOLLEYBALL CAMP		\$759.97
							Check Total:	\$759.97



40745	09/19/2018	1833	MARY JOY GUTHRIDGE	EDUT510	11000.1000.53330.1010.008000.0000	ADVANCED HUMAN GROWTH &	\$400.00
						Check Total:	\$400.00
40746	09/19/2018	1833	MATTHEW DEAN	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00
						Check Total:	\$150.00
40747	09/19/2018	1833	MINDY K VIGIL	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00
						Check Total:	\$150.00
40748	09/19/2018	1833	NANCY HOOKER	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00
						Check Total:	\$150.00
40749	09/19/2018	1833	NEW MEXICO DEPARTMENT OF AGRICULTURE	18/19 - 6619	26156.1000.56118.1010.008000.0000	RENEWAL OF NURSERY LICENSE FOR GREENHOUSE	\$75.00
						Check Total:	\$75.00
40750	09/19/2018	1833	PEYTON S. ADAMS	HOME DEPOT - REIMB	11000.1000.56118.1010.008034.0000	HOME DEPOT	\$193.63
						Check Total:	\$193.63
40751	09/19/2018	1833	PITTMAN, MARLENE	9/13/18	11000.1000.53330.1010.008000.0000	PARTIAL DAY PER DIEM - TEACHER LIASON REGIONAL	\$20.00
						Check Total:	\$20.00
40752	09/19/2018	1833	RONALD L ANDERSON	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00
						Check Total:	\$150.00
40753	09/19/2018	1833	SPRINGER ELECTRIC COOPERATIVE INC	31945	11000.2600.54411.0000.008033.0000	(2018-2019) CES ELECTRICITY	\$881.00
40753	09/19/2018	1833	SPRINGER ELECTRIC COOPERATIVE INC	31945	11000.2600.54411.0000.008034.0000	(2018-2019) CHS ELECTRICITY	\$1,912.73
40753	09/19/2018	1833	SPRINGER ELECTRIC COOPERATIVE INC	31945	11000.2600.54411.0000.008036.0000	(2018-2019) CMS ELECTRICITY	\$881.01
40753	09/19/2018	1833	SPRINGER ELECTRIC COOPERATIVE INC	31945	13000.2700.54411.0000.008000.0000	(2018-2019) TRANSPORTATION DEPT	\$170.14
						Check Total:	\$3,844.88
40754	09/19/2018	1833	SS ROCKS Y MAS, INC.	2018-173	31701.4000.54315.0000.008033.0000	DRAINAGE AND LANDSCAPING FOR CEMS	\$6,921.33
40754	09/19/2018	1833	SS ROCKS Y MAS, INC.	2018-173	31701.4000.54315.0000.008036.0000	DRAINAGE AND LANDSCAPING FOR CEMS	\$6,921.33
40754	09/19/2018	1833	SS ROCKS Y MAS, INC.	2018-174	31701.4000.54315.0000.008033.0000	DELIVER AND SPREAD MULCH AT CEMS	\$2,433.28
40754	09/19/2018	1833	SS ROCKS Y MAS, INC.	2018-174	31701.4000.54315.0000.008036.0000	DELIVER AND SPREAD	\$2,433.28



MULCH AT CEMS

							Check Total:	\$18,709.22
40755	09/19/2018	1833	TASCOSA OFFICE MACHINES INC	74744	11000.2300.56118.0000.008000.0000		PAPERMATE – ULTRA-FINE POINT – (BOX – 1 DOZEN)	\$15.00
40755	09/19/2018	1833	TASCOSA OFFICE MACHINES INC	74744	11000.2300.56118.0000.008000.0000		RECEIPT BOOKS – TRIPLICATE	\$66.00
40755	09/19/2018	1833	TASCOSA OFFICE MACHINES INC	75328	31701.4000.54315.0000.008000.0000		(2018–2019) CONTRACT YEAR (08/01/18–07/31/19)	\$867.08
40755	09/19/2018	1833	TASCOSA OFFICE MACHINES INC	75329	31701.4000.54315.0000.008000.0000		(2018–2019) CONTRACT YEAR (08/01/18–07/31/19)	\$1,496.87
							Check Total:	\$2,444.95
40756	09/19/2018	1833	WEX BANK	55655502	11000.1000.53330.1010.008000.0000		FLEET FUEL	\$141.83
40756	09/19/2018	1833	WEX BANK	55655502	11000.1000.55813.9000.008034.0000		FLEET FUEL	\$79.27
40756	09/19/2018	1833	WEX BANK	55655502	11000.1000.55817.9000.008034.0000		FLEET FUEL	\$10.44
40756	09/19/2018	1833	WEX BANK	55655502	11000.1000.55819.1010.008000.0000		FLEET FUEL	\$241.25
40756	09/19/2018	1833	WEX BANK	55655502	11000.1000.55819.1010.008000.0000		FLEET FUEL	\$9.92
40756	09/19/2018	1833	WEX BANK	55655502	11000.2100.55813.0000.008000.0000		FLEET FUEL	\$78.17
40756	09/19/2018	1833	WEX BANK	55655502	11000.2300.55813.0000.008000.0000		FLEET FUEL	\$175.80
40756	09/19/2018	1833	WEX BANK	55655502	11000.2600.55813.0000.008000.0000		FLEET FUEL	\$203.63
40756	09/19/2018	1833	WEX BANK	55655502	11000.2600.55813.0000.008047.0000		FLEET FUEL	\$147.68
40756	09/19/2018	1833	WEX BANK	55655502	13000.2700.55813.0000.008000.0000		FLEET FUEL	\$73.72
40756	09/19/2018	1833	WEX BANK	55655502	29102.1000.53711.1010.008047.0000		FLEET FUEL	\$34.64
							Check Total:	\$1,196.35
40757	09/19/2018		LOWE'S PAY AND SAVE INC	V392001	29102.1000.53711.1010.008047.0000		LF-EN OTHER CHARGES	\$238.49
							Check Total:	\$238.49
40758	09/20/2018	1834	PECOS HIGH SCHOOL	RON VALDEZ XCRTRY	11000.1000.53711.9000.008034.0000		ENTRY FEE FOR PECOS – RON VALDEZ XC MEET	\$50.00
							Check Total:	\$50.00
40774	09/27/2018	1836	ACORN PETROLEUM INC.	920756	13000.2700.56212.0000.008000.0000		2018–2019 – DIESEL FUEL FOR TO AND FROM ROUTE	\$1,400.95
							Check Total:	\$1,400.95
40775	09/27/2018	1836	AMAZON.COM CREDIT PLAN	784939564478	11000.1000.56118.9000.008034.0000		SEIKO TIMER 300 LAP MEMORY STOP WATCH	\$378.99
40775	09/27/2018	1836	AMAZON.COM CREDIT PLAN	787789863333	11000.1000.56118.9000.008034.0000		ULTRACK SEIKO THERMAL PAPER	\$16.38
							Check Total:	\$395.37
40776	09/27/2018	1836	AMBER ARCHULETA	9/24-9/25/18	11000.2300.55813.0000.008000.0000		STARS CONFERENCE – 9/24–9/26/18 – PARTIAL	\$53.07
							Check Total:	\$53.07
40777	09/27/2018	1836	CARQUEST RATON	5728-290624	13000.2700.54314.0000.008000.0000		2018–2019 – PARTS & EQUIPMENT FOR ROUTE	\$111.90

40777	09/27/2018	1836	CARQUEST RATON	5728-291087	13000.2700.54314.0000.008000.0000	2018-2019 - PARTS & EQUIPMENT FOR ROUTE	\$8.70
						Check Total:	\$120.60
40778	09/27/2018	1836	CDWG INC	PDW0665	24189.1000.56118.1010.008000.0000	AVERCHARGE CARD	\$900.00
						Check Total:	\$900.00
40779	09/27/2018	1836	CIMARRON MUNICIPAL SCHOOLS	9/11-9/12/18	29102.2300.53711.0000.008000.0000	CHS BAND PERFORMANCE AT STATE FAIR	\$181.44
40779	09/27/2018	1836	CIMARRON MUNICIPAL SCHOOLS	9/15/18.	11000.1000.55817.9000.008034.0000	BUS FOR MID SCHOOL VOLLEYBALL TO PENASCO	\$101.92
40779	09/27/2018	1836	CIMARRON MUNICIPAL SCHOOLS	9/22/18	11000.1000.55817.9000.008034.0000	BUS FOR CROSS COUNTRY TO PECOS ON 9/22	\$126.84
40779	09/27/2018	1836	CIMARRON MUNICIPAL SCHOOLS	9/24/18	11000.1000.55817.9000.008034.0000	BUS FOR VOLLEYBALL TO PENASCO ON 9/24	\$48.44
						Check Total:	\$458.64
40780	09/27/2018	1836	COURTYARD ALBUQUERQUE	CNFRM #81957171	11000.1000.53330.1010.008000.0000	ROLLINDA SAUNDERS - 9/28-9/29/18 -	\$112.18
						Check Total:	\$112.18
40781	09/27/2018	1836	DAELENA POTTER	2018-001	24189.1000.53711.1010.008000.0000	STRATEGIC PLANNING PROJECT	\$150.00
40781	09/27/2018	1836	DAELENA POTTER	SPED DIRECTORS ACAD	11000.1000.53330.1010.008000.0000	MEAL REIMBURSEMENT - SPED DIRECTOR'S ACADEMY	\$59.75
40781	09/27/2018	1836	DAELENA POTTER	SPED DIRECTORS ACAD	11000.1000.53330.1010.008000.0000	MILEAGE REIMBURSEMENT	\$149.76
40781	09/27/2018	1836	DAELENA POTTER	SPED DIRECTORS ACAD	11000.1000.53330.1010.008000.0000	PARTIAL DAY PER DIEM	\$12.00
						Check Total:	\$371.51
40782	09/27/2018	1836	DAMON WAGGONER	9/14/18	11000.1000.56118.1010.008047.0000	CLASSROOM SUPPLIES	\$23.75
						Check Total:	\$23.75
40783	09/27/2018	1836	DANA M. MCBEE	SAT ESSENTIALS	11000.1000.53330.1010.008000.0000	MEAL REIMBURSEMENT - SAT ESSENTIALS -	\$18.99
40783	09/27/2018	1836	DANA M. MCBEE	SAT ESSENTIALS	11000.1000.53330.1010.008000.0000	PARTIAL DAY PERDIEM	\$12.00
						Check Total:	\$30.99
40784	09/27/2018	1836	FAIRFIELD INN (ALBUQUERQUE)FOLIO #51278		11000.1000.53330.1010.008000.0000	DAELENA POTTER - 9/18-9/21/18 -	\$269.88
40784	09/27/2018	1836	FAIRFIELD INN (ALBUQUERQUE)FOLIO #5377		11000.2300.53330.0000.008000.0000	LEE MILLS - 9/19-9/20/18 - CONFIRMATION	\$67.19
						Check Total:	\$337.07
40785	09/27/2018	1836	FIRE SAFETY INDUSTRIES	387767	31701.4000.54315.0000.008034.0000	FIRE INSPECTION - CHS	\$498.83
						Check Total:	\$498.83
40786	09/27/2018	1836	FRANK M RAEI	OFFICIAL ASSIGNOR	11000.1000.53711.9000.008034.0000	OFFICIAL ASSIGNOR FEE FOR	\$112.00

## VOLLEYBALL

							Check Total:	\$112.00
40787	09/27/2018	1836	GEORGE'S AUTO	506202	31701.4000.54315.0000.008000.0000	2018-2019 - AUTO REPAIR		\$24.00
							Check Total:	\$24.00
40788	09/27/2018	1836	HOLIDAY INN EXPRESS-BALLOON FIESTA PARK	FOLIO #119455	11000.1000.53330.1010.008000.0000	DANA MCBEE - 9/20-2/21/18 -		\$105.90
							Check Total:	\$105.90
40789	09/27/2018	1836	JENNIFER PEPPER	SPCD 527	11000.1000.53330.1010.008000.0000	ASSESSMENTS FOR DIVERSE EXCEPTIONAL LEARNERS		\$400.00
40789	09/27/2018	1836	JENNIFER PEPPER	SPCD 559	11000.1000.53330.1010.008000.0000	TEACHING BILINGUAL MULTICULTURE SPECIAL ED		\$400.00
							Check Total:	\$800.00
40790	09/27/2018	1836	JODY MARTINEZ	9/13-9/14/18	11000.2300.53330.0000.008000.0000	PARTIAL DAY		\$12.00
							Check Total:	\$12.00
40791	09/27/2018	1836	KIT CARSON ELECTRIC COOPERATIVE INC	8/1-9/1/18	11000.2600.54411.0000.008047.0000	(2018-2019) ENES ELECTRICITY		\$654.28
40791	09/27/2018	1836	KIT CARSON ELECTRIC COOPERATIVE INC	8/1-9/1/18	11000.2600.54411.0000.008048.0000	(2018-2019) ENMS ELECTRICITY		\$654.29
							Check Total:	\$1,308.57
40792	09/27/2018	1836	LEE MILLS	9/6-9/7/18	11000.2300.53330.0000.008000.0000	MEAL REIMBURSEMENT - NM TEACH - 9/6-9/7/18		\$30.50
40792	09/27/2018	1836	LEE MILLS	GAS REIMBURSEMENT	29102.1000.53711.1010.008047.0000	REIMBURSEMENT FOR FUEL TO MESA VERDE, CO -		\$170.24
40792	09/27/2018	1836	LEE MILLS	PRE-K ADMIN	11000.2300.53330.0000.008000.0000	PARTIAL DAY PER DIEM		\$12.00
							Check Total:	\$212.74
40793	09/27/2018	1836	MANNING ACCOUNTING & CONSULTING SVS. LLC	2018-1067	11000.2300.53411.0000.008000.0000	2017-2018 AUDIT		\$7,992.19
							Check Total:	\$7,992.19
40794	09/27/2018	1836	MANNON MOTION, LTD. CO.	8/16-8/30-18	11000.2100.53218.2000.008033.0000	2018-2019 - PHYSICAL THERAPY SERVICES		\$1,179.24
							Check Total:	\$1,179.24
40795	09/27/2018	1836	NORTHERN NEW MEXICO GAS COMPANY-AF	4297	11000.2600.54413.0000.008047.0000	2018-2019 PROPANE FOR EAGLE NEST		\$65.59
40795	09/27/2018	1836	NORTHERN NEW MEXICO GAS COMPANY-AF	4297	11000.2600.54413.0000.008048.0000	2018-2019 PROPANE FOR EAGLE NEST		\$65.59
							Check Total:	\$131.18
40796	09/27/2018	1836	PEGGY JO PRICE DESIGNS	549439	31701.4000.54315.0000.008034.0000	REPLACE WEIGHT ROOM UPHOLSTERY ON BENCHES		\$405.00
							Check Total:	\$405.00
40797	09/27/2018	1836	RENEE LEDOUX	9/10/18	11000.1000.53711.9000.008034.0000	OFFICIAL FOR VARSITY VOLLEYBALL VS PENASCO		\$47.00

40797	09/27/2018	1836	RENEE LEDOUX	9/10/18	11000.1000.53711.9000.008034.0000	JV VOLLEYBALL	\$34.00
						Check Total:	\$81.00
40798	09/27/2018	1836	ROBERT WINGO	9/10/18	11000.1000.53711.9000.008034.0000	OFFICIAL FOR VARSITY VOLLEYBALL VS PENASCO	\$47.00
40798	09/27/2018	1836	ROBERT WINGO	9/10/18	11000.1000.53711.9000.008034.0000	JV VOLLEYBALL	\$34.00
40798	09/27/2018	1836	ROBERT WINGO	9/10/18	11000.1000.53711.9000.008034.0000	MILEAGE	\$87.48
40798	09/27/2018	1836	ROBERT WINGO	9/10/18	11000.1000.53711.9000.008034.0000	MEAL	\$10.00
						Check Total:	\$178.48
40799	09/27/2018	1836	SPRINGER ELECTRIC COOPERATIVE INC	2018-8487	31100.4000.54500.0000.008034.0000	300 KVA PADMOUNT TRANSFORMER	\$15,760.12
40799	09/27/2018	1836	SPRINGER ELECTRIC COOPERATIVE INC	2018-8487	31100.4000.54500.0000.008034.0000	UM6-6	\$232.54
40799	09/27/2018	1836	SPRINGER ELECTRIC COOPERATIVE INC	2018-8487	31100.4000.54500.0000.008034.0000	1 3 JAW METER SOCKET	\$584.24
40799	09/27/2018	1836	SPRINGER ELECTRIC COOPERATIVE INC	2018-8487	31100.4000.54500.0000.008034.0000	LABOR	\$720.00
40799	09/27/2018	1836	SPRINGER ELECTRIC COOPERATIVE INC	2018-8487	31100.4000.54500.0000.008034.0000	DANGLE DIGGER	\$225.00
						Check Total:	\$17,521.90
40800	09/27/2018	1836	SS ROCKS Y MAS, INC.	2018-167	31701.4000.54500.0000.008033.0000	LANDSCAPING AND WATER MITIGATION AT CEMS	\$9,733.12
40800	09/27/2018	1836	SS ROCKS Y MAS, INC.	2018-167	31701.4000.54500.0000.008036.0000	LANDSCAPING AND WATER MITIGATION AT CEMS	\$9,733.12
						Check Total:	\$19,466.24
40801	09/27/2018	1836	THE TAOS NEWS	LEGAL 16,460 RFP	11000.2300.53711.0000.008000.0000	LEGAL ADVERTISING FOR IT RFP	\$101.61
						Check Total:	\$101.61
40802	09/27/2018	1836	TILLERY CHEVROLET GMC INC	5041074	13000.2700.54314.0000.008000.0000	LATCH, LOCKABLE WINGKNOT - BUS #103	\$74.44
40802	09/27/2018	1836	TILLERY CHEVROLET GMC INC	5041143	13000.2700.54314.0000.008000.0000	GUAGE, AIR PRESSURE	\$413.59
						Check Total:	\$488.03
						Bank Total:	\$270,446.96
Manual Checks Recap							
40681	09/11/2018	11413	MORENO VALLEY HIGH SCHOOL	MANUAL	11000.0000.21100.0000.000000.0000	INTERGOVERNMENTAL	\$56,910.56
						Check Total:	\$56,910.56
40757	09/19/2018	11414	LOWE'S PAY AND SAVE INC	MANUAL	29102.1000.53711.1010.008047.0000	LF-EN OTHER CHARGES	\$238.49
						Check Total:	\$238.49
						Manual Checks Total:	\$57,149.05

Voided Checks								
40732	09/19/2018	1833	DANA M. MCBEE	VOID	11000.0000.21011.0000.000000.0000	VOID: EMPLOYEE TOOK	\$69.22	
						Check Total:	\$69.22	
40742	09/19/2018	1833	LOWE'S COMPANIES, INC	VOID	29102.0000.21011.0000.000000.0000	VOID: INCORRECT VENDOR	\$238.49	
						Check Total:	\$238.49	
						Voided Checks Total:	\$307.71	

<u>Fund</u>	<u>Amount</u>
11000	\$102,980.27
13000	\$6,511.99
14000	\$446.59
21000	\$14,877.44
23400	\$100.00
23403	\$2,473.23
23405	\$1,000.00
23410	\$245.00
23416	\$276.84
23421	\$363.75
23428	\$700.00
23430	\$244.43
23440	\$160.00
23449	\$30.89
23464	\$399.86
23465	\$1.66
24189	\$20,438.64
26156	\$740.70
29102	\$2,676.04
31100	\$17,521.90
31701	\$57,222.42
31900	\$47,030.97
Fund Totals:	\$276,442.62

End of Report

Disbursements Grand Total: \$276,442.62

## Cimarron Municipal Schools

### Deposit Listing

Date:09/01/2018-09/30/2018

#### ACTIVITIES BANK ACCOUNT

Deposit Number	Date	Memo	Cash/Other	Checks/Credit	Deposit Total	
363034889	09/05/2018	CEMS - SNACK SALES	\$34.00	\$0.00	\$34.00	
363034890	09/05/2018	ENEMS - SNACK SALES	\$11.00	\$0.00	\$11.00	
363034891	09/05/2018	ENEMS - T-SHIRT SALES	\$126.00	\$22.00	\$148.00	
363034892	09/04/2018	ENEMS - T-SHIRT SALES	\$10.00	\$108.00	\$118.00	
363034893	09/04/2018	CHS - FFA	\$100.00	\$100.00	\$200.00	
363034894	09/04/2018	CHS - BAND	\$0.00	\$100.00	\$100.00	
363034895	09/05/2018	CHS - BAND	\$0.00	\$175.00	\$175.00	
363034896	09/06/2018	CHS - STATE FAIR	\$0.00	\$25.00	\$25.00	
363034897	09/06/2018	CEMS - RISE UP T-SHIRTS	\$20.00	\$0.00	\$20.00	
363034898	09/07/2018	CHS - WEIGHT ROOM FEES	\$30.00	\$0.00	\$30.00	
363034899	09/07/2018	CHS - STATE FAIR	\$95.00	\$100.00	\$195.00	
363034900	09/06/2018	GOLDEN EAGLE RV PARK DONATION	\$0.00	\$248.37	\$248.37	
363034901	09/12/2018	ENEMS - QUAIL ROOST FOUNDATION	\$0.00	\$2,000.00	\$2,000.00	
363034902	09/12/2018	ENEMS - KROGER	\$0.00	\$26.04	\$26.04	
363034903	09/11/2018	CEMS - SNACK SALES	\$49.00	\$0.00	\$49.00	
363034904	09/11/2018	CHS - SHOP	\$494.00	\$0.00	\$494.00	
363034905	09/11/2018	CHS - CLASS OF 2020- CONCESSIONS	\$325.20	\$0.00	\$325.20	
363034906	09/07/2018	ENEMS - T-SHIRT SALES	\$0.00	\$152.00	\$152.00	
363034907	09/14/2018	ENEMS - T-SHIRT SALES	\$50.00	\$158.00	\$208.00	
363034908	09/14/2018	CHS - CLASS OF 2020 - CONCESSIONS	\$822.00	\$0.00	\$822.00	
363034909	09/14/2018	CHS - CLASS OF 2020 - CONCESSIONS	\$757.50	\$0.00	\$757.50	
363034910	09/11/2018	CHS - RISE UP T-SHIRTS	\$0.00	\$20.00	\$20.00	
363034911	09/18/2018	ENEMS - T-SHIRT SALES	\$138.00	\$66.00	\$204.00	
363034912	09/20/2018	ENEMS - T-SHIRT SALES	\$46.00	\$190.00	\$236.00	
363034913	09/20/2018	CHS - SNACK SALES	\$105.00	\$0.00	\$105.00	
363034914	09/20/2018	CEMS - SNACK SALES	\$17.50	\$0.00	\$17.50	
363034915	09/19/2018	ENEMS - T-SHIRT SALES	\$146.00	\$254.00	\$400.00	
363034916	09/21/2018	ENEMS - T-SHIRT SALES	\$22.00	\$42.00	\$64.00	
363034917	09/21/2018	ENEMS - SNOW CONE SALES	\$73.50	\$0.00	\$73.50	
Total Deposits for Bank:		29	Total Amount:	\$3,471.70	\$3,786.41	\$7,258.11

**OPERATIONAL ACCOUNT**

Deposit Number	Date	Memo	Cash/Other	Checks/Credit	Deposit Total
363034504	09/05/2018	CEMS - CAFETERIA	\$2.40	\$0.00	\$2.40
363034505	09/05/2018	CEMS - CAFETERIA	\$2.50	\$0.00	\$2.50
363034506	09/05/2018	CEMS - CAFETERIA	\$28.00	\$0.00	\$28.00
363034507	09/05/2018	CEMS - CAFETERIA	\$3.00	\$0.00	\$3.00
363034508	09/05/2018	ENEMS - CAFETERIA	\$65.00	\$7.00	\$72.00
363034509	09/04/2018	CEMS - CAFETERIA	\$0.00	\$33.00	\$33.00
363034510	09/04/2018	ENEMS - CAFETERIA	\$94.00	\$0.00	\$94.00
363034511	09/06/2018	CEMS - CAFETERIA	\$1.00	\$74.00	\$75.00
363034512	09/06/2018	CEMS - CAFETERIA	\$0.00	\$50.00	\$50.00
363034513	09/07/2018	CEMS - CAFETERIA	\$3.50	\$125.00	\$128.50
363034514	09/07/2018	CHS - CAFETERIA	\$37.50	\$125.00	\$162.50
363034515	09/06/2018	ENEMS - CAFETERIA	\$17.50	\$100.00	\$117.50
363034516	09/07/2018	ENEMS - CAFETERIA	\$18.40	\$20.00	\$38.40
363034517	09/07/2018	MORENO VALLEY HIGH SCHOOL - BANDELIER TRIP	\$0.00	\$1,470.00	\$1,470.00
363034519	09/11/2018	NEW MEXICO DFA - MORRIS CREEK FIRE	\$0.00	\$13,000.00	\$13,000.00
363034522	09/10/2018	SEG - OPERATIONAL - SEPTEMBER 2018	\$0.00	\$403,464.00	\$403,464.00
363034523	09/14/2018	NMPED - TRANSPORTATION - SEPTEMBER 2018	\$0.00	\$37,567.00	\$37,567.00
363034524	09/13/2018	CEMS - CAFETERIA	\$10.50	\$0.00	\$10.50
363034525	09/13/2018	CHS - CAFETERIA	\$23.00	\$0.00	\$23.00
363034526	09/13/2018	ENEMS - PRE-K	\$75.00	\$0.00	\$75.00
363034527	09/13/2018	ENEMS - PRE-K	\$150.00	\$0.00	\$150.00
363034528	09/13/2018	ENEMS - CAFETERIA	\$40.00	\$100.00	\$140.00
363034529	09/12/2018	ENEMS - PRE-K	\$150.00	\$150.00	\$300.00
363034530	09/12/2018	ENEMS - CAFETERIA	\$9.50	\$0.00	\$9.50
363034531	09/12/2018	CEMS - CAFETERIA	\$0.00	\$150.00	\$150.00
363034532	09/11/2018	ENEMS - CAFETERIA	\$15.50	\$0.00	\$15.50
363034533	09/11/2018	CEMS - CAFETERIA	\$0.00	\$50.00	\$50.00
363034534	09/11/2018	CHS - CAFETERIA	\$4.80	\$0.00	\$4.80
363034535	09/11/2018	CHS - GATE - PENASCO - VB	\$296.00	\$0.00	\$296.00
363034536	09/14/2018	ENEMS - PRE-K	\$0.00	\$150.00	\$150.00
363034537	09/14/2018	ENEMS - CAFETERIA	\$36.60	\$0.00	\$36.60
363034538	09/15/2018	CHS - GATE - ANA ARCHULETA VB TOURNAMENT	\$894.00	\$0.00	\$894.00

363034539	09/17/2018	SCHOOL TECH SOLUTIONS	\$0.00	\$438.76	\$438.76	
363034540	09/17/2018	CIMARRON MUNICIPAL SCHOOLS - TRANSPORTATION REIMB	\$0.00	\$721.16	\$721.16	
363034542	09/18/2018	ENEMS - PRE-K	\$0.00	\$150.00	\$150.00	
363034543	09/18/2018	ENEMS - CAFETERIA	\$17.00	\$50.00	\$67.00	
363034544	09/18/2018	COLFAX COUNTY TREASURER - OPERATIONAL	\$0.00	\$1,284.59	\$1,284.59	
363034545	09/19/2018	COLFAX COUNTY TREASURER - SB9	\$0.00	\$5,312.91	\$5,312.91	
363034546	09/19/2018	COLFAX COUNTY TREASURER - DEBT SERVICE	\$0.00	\$4,646.12	\$4,646.12	
363034547	09/19/2018	COLFAX COUNTY TREASURER - ED TECH DEBT SERVICE	\$0.00	\$2,449.22	\$2,449.22	
363034548	09/19/2018	CIMARRON MUNICIPAL SCHOOLS - AVIAND'S INVOICES	\$0.00	\$1,221.00	\$1,221.00	
363034549	09/19/2018	CIMARRON MUNICIPAL SCHOOLS - DIESEL REIMBURSEMENT	\$0.00	\$37.24	\$37.24	
363034550	09/20/2018	ENEMS - PRE-K	\$75.00	\$0.00	\$75.00	
363034551	09/20/2018	ENEMS - CAFETERIA	\$19.40	\$21.00	\$40.40	
363034552	09/20/2018	CEMS - CAFETERIA	\$17.50	\$6.00	\$23.50	
363034553	09/20/2018	CEMS - CAFETERIA	\$3.50	\$70.00	\$73.50	
363034554	09/19/2018	CEMS - CAFETERIA	\$15.00	\$0.00	\$15.00	
363034555	09/19/2018	CHS - CAFETERIA	\$32.00	\$0.00	\$32.00	
363034556	09/19/2018	ENEMS - CAFETERIA	\$19.00	\$50.00	\$69.00	
363034557	09/21/2018	ENEMS - CAFETERIA	\$30.50	\$0.00	\$30.50	
363034558	09/25/2018	ENEMS - CAFETERIA	\$40.50	\$21.00	\$61.50	
363034559	09/25/2018	CHS - CAFETERIA	\$28.20	\$50.00	\$78.20	
363034560	09/25/2018	ENEMS - PRE-K	\$0.00	\$75.00	\$75.00	
Total Deposits for Bank:		53	Total Amount:	\$2,275.30	\$473,239.00	\$475,514.30
Total Deposits:		82	Total Amount:	\$5,747.00	\$477,025.41	\$482,772.41

**End of Report**



**Cimarron Municipal Schools  
October 2018 Board Meeting  
Budget Adjustment Request(BAR) Approvals/Cash Transfers**

<u>TYPE OF BAR</u>	<u>BAR#</u>	<u>ACCOUNT</u>	<u>JUSTIFICATION</u>
		NONE	

**PLEASE SEE ATTACHED BARS FOR DETAILED INFORMATION**

**Bar Increases/Decreases:**

**\*\*\*REQUEST PERMISSION TO PROCESS BARS FOR 2018-19  
CARRYOVER FUNDS OR ANY FUND UPON RECEIPT OF PED NOTIFICATION  
OR ANY BAR APPROVED BY SUPERINTENDENT**

# Cimarron Municipal Schools

## Fund Balances

Fiscal Year: 2018-2019

Month: September  
 Year: 2018  
 Fund Type:

Include Cash Balance  
 FY End Report

<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	\$255,751.94	\$1,090,812.76	(\$765,768.98)	\$0.00	\$580,795.72	\$498,184.15	\$82,611.57
13000	PUPIL TRANSPORTATION	\$4.35	\$112,701.00	(\$77,657.84)	\$0.00	\$35,047.51	\$35,047.68	(\$0.17)
14000	INSTRUCTIONAL MATERIALS	\$42,040.76	\$12,964.42	(\$446.59)	\$0.00	\$54,558.59	\$54,558.59	\$0.00
21000	FOOD SERVICES	\$47,630.75	\$4,876.85	(\$40,219.41)	\$0.00	\$12,288.19	\$12,288.19	\$0.00
22000	ATHLETICS	\$21,378.95	\$1,504.00	(\$2,024.14)	\$0.00	\$20,858.81	\$20,858.81	\$0.00
23100	CHS E-STORE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23200	ZANE CD SCHOLARSHIP	\$12,162.61	\$70.44	\$0.00	\$0.00	\$12,233.05	\$12,233.05	\$0.00
23201	CARDWELL SCHOLARSHIP CD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23202	MASONIC SCHOLARSHIP	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00
23400	CHS ANNUAL YEARBOOK	\$581.54	\$0.00	(\$100.00)	\$0.00	\$481.54	\$481.54	\$0.00
23401	ACTIVITY INTEREST	\$1,478.46	\$644.63	(\$82.61)	\$0.00	\$2,040.48	\$2,040.48	\$0.00
23402	CHS ART	\$1,651.69	\$0.00	\$0.00	\$0.00	\$1,651.69	\$1,651.69	\$0.00
23403	CHS RAM PRIDE BOOSTER CLUB	\$25,572.39	\$1,139.39	(\$7,487.33)	\$0.00	\$19,224.45	\$19,224.45	\$0.00
23404	JOHN/BEVERLY CARDWELL SCHOLARSHIP FUND	\$28,359.06	\$500.00	(\$500.00)	\$0.00	\$28,359.06	\$28,359.06	\$0.00
23405	JUAN MARTINEZ SCHOLARSHIP FUND	\$20,088.63	\$0.00	(\$1,000.00)	\$0.00	\$19,088.63	\$19,088.63	\$0.00
23406	CHS CHEERLEADERS	\$540.30	\$0.00	\$0.00	\$0.00	\$540.30	\$540.30	\$0.00
23407	FAMILY GROUP 6-8	\$2,676.25	\$162.50	\$0.00	\$0.00	\$2,838.75	\$2,838.75	\$0.00
23408	CEMOP	\$2,663.24	\$0.00	\$0.00	\$0.00	\$2,663.24	\$2,663.24	\$0.00
23409	CEMS YEARBOOK	\$1,288.12	\$0.00	(\$596.50)	\$0.00	\$691.62	\$691.62	\$0.00
23410	CEMS ACTIVITY	\$1,079.72	\$221.50	(\$245.00)	\$0.00	\$1,056.22	\$1,056.22	\$0.00
23411	CEMS ART	\$25.47	\$0.00	\$0.00	\$0.00	\$25.47	\$25.47	\$0.00
23412	CES PEEWEE BB	\$5.04	\$0.00	\$0.00	\$0.00	\$5.04	\$5.04	\$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	\$0.56	\$0.00	\$0.00	\$0.00	\$0.56	\$0.56	\$0.00
23416	DISTRICT NURSE	\$1,842.01	\$500.00	(\$276.84)	\$0.00	\$2,065.17	\$2,065.17	\$0.00
23417	CHS CLASS OF 2020	\$4,811.78	\$1,904.70	\$0.00	\$0.00	\$6,716.48	\$6,716.48	\$0.00
23419	CHS CLASS OF 2021	\$137.00	\$0.00	\$0.00	\$0.00	\$137.00	\$137.00	\$0.00
23420	CHS CLASS OF 2018	\$146.44	\$0.00	\$0.00	\$0.00	\$146.44	\$146.44	\$0.00
23421	CHS CLASS OF 2019	\$1,774.12	\$0.00	(\$747.75)	\$0.00	\$1,026.37	\$1,026.37	\$0.00
23424	CMS STUDENT COUNCIL	\$178.46	\$0.00	\$0.00	\$0.00	\$178.46	\$178.46	\$0.00
23425	CMS 8TH GRADE DANCE	\$68.31	\$0.00	\$0.00	\$0.00	\$68.31	\$68.31	\$0.00

# Cimarron Municipal Schools

## Fund Balances

Fiscal Year: 2018-2019

Month: September  
 Year: 2018  
 Fund Type:

Include Cash Balance  
 FY End Report

<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>
23426	ENEMS ACTIVITY	\$6,743.96	\$1,787.21	(\$20.00)	\$0.00	\$8,511.17	\$8,511.17	\$0.00
23427	ENEMS STAFF	\$142.98	\$0.00	\$0.00	\$0.00	\$142.98	\$142.98	\$0.00
23428	ENMS BARN FUND	\$7,648.15	\$2,000.00	(\$700.00)	\$0.00	\$8,948.15	\$8,948.15	\$0.00
23429	EN AQUAPONICS	\$35.18	\$0.00	\$0.00	\$0.00	\$35.18	\$35.18	\$0.00
23430	ENEMS ART PROGRAM	\$13.15	\$412.25	(\$244.43)	\$0.00	\$180.97	\$180.97	\$0.00
23431	ENEMS YEARBOOK	\$2,290.35	\$0.00	\$0.00	\$0.00	\$2,290.35	\$2,290.35	\$0.00
23432	EN VOCATIONAL ED	\$42.00	\$0.00	\$0.00	\$0.00	\$42.00	\$42.00	\$0.00
23433	TRAILS END RANCH	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00
23434	ENMS STUDENT COUNCIL	\$1,182.86	\$0.00	\$0.00	\$0.00	\$1,182.86	\$1,182.86	\$0.00
23435	EN PBIS COMMITTEE	\$422.21	\$0.00	\$0.00	\$0.00	\$422.21	\$422.21	\$0.00
23440	CHS ACTIVITY	\$1,372.11	\$214.00	(\$545.00)	\$0.00	\$1,041.11	\$1,041.11	\$0.00
23442	CHS STUDENT COUNCIL	\$482.84	\$0.00	\$0.00	\$0.00	\$482.84	\$482.84	\$0.00
23445	CHS TEACHERS	\$471.64	\$0.00	\$0.00	\$0.00	\$471.64	\$471.64	\$0.00
23446	BAND-MUSIC PROGRAM	\$6,142.45	\$2,563.00	\$0.00	\$0.00	\$8,705.45	\$8,705.45	\$0.00
23449	FFA	\$739.26	\$320.00	(\$111.73)	\$0.00	\$947.53	\$947.53	\$0.00
23450	CHS NATIONAL HONOR SOCIETY	\$553.46	\$0.00	\$0.00	\$0.00	\$553.46	\$553.46	\$0.00
23451	CHS RAMSHORN	\$1.25	\$0.00	\$0.00	\$0.00	\$1.25	\$1.25	\$0.00
23452	CHS RHOR	\$473.33	\$0.00	\$0.00	\$0.00	\$473.33	\$473.33	\$0.00
23454	CHS SHOP	\$5,908.30	\$494.00	\$0.00	\$0.00	\$6,402.30	\$6,402.30	\$0.00
23455	CHS LASER SHOP/BUSINESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23456	CHS DRAMA CLUB	\$345.75	\$0.00	\$0.00	\$0.00	\$345.75	\$345.75	\$0.00
23457	CHS SNACK PANTRY	\$86.90	\$0.00	\$0.00	\$0.00	\$86.90	\$86.90	\$0.00
23458	CEMS HALOS	\$1,859.20	\$243.00	\$336.40	\$0.00	\$2,438.60	\$2,438.60	\$0.00
23460	ZANE SCHOLARSHIP	\$606.87	\$0.00	\$0.00	\$0.00	\$606.87	\$606.87	\$0.00
23461	STAFF EVENT DONATION	\$252.98	\$0.00	\$0.00	\$0.00	\$252.98	\$252.98	\$0.00
23463	ENEMS LIBRARY	\$770.14	\$0.00	\$0.00	\$0.00	\$770.14	\$770.14	\$0.00
23464	ENES K-2 TEACHERS	\$3,570.30	\$0.00	(\$399.86)	\$0.00	\$3,170.44	\$3,170.44	\$0.00
23465	ENES 3-5 TEACHERS	\$6,212.40	\$1,658.00	(\$1.66)	\$0.00	\$7,868.74	\$7,868.74	\$0.00
23470	EN TUTORING PROGRAM	\$2,130.22	\$0.00	\$0.00	\$0.00	\$2,130.22	\$2,130.22	\$0.00
23471	Undesignated	\$3,500.00	\$0.00	\$0.00	\$0.00	\$3,500.00	\$3,500.00	\$0.00
23479	CHS GRAPHIC ARTS	\$215.30	\$0.00	\$0.00	\$0.00	\$215.30	\$215.30	\$0.00
23481	CHS RAMS E-STORE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23482	CHS BROADCAST	\$395.75	\$0.00	\$0.00	\$0.00	\$395.75	\$395.75	\$0.00
23483	CHS DESIGN	\$7,412.32	\$0.00	(\$8.20)	\$0.00	\$7,404.12	\$7,404.12	\$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	\$102.30	\$0.00	\$0.00	\$0.00	\$102.30	\$102.30	\$0.00
23487	WERC ENVIRONMENTAL DESIGN	\$230.83	\$0.00	\$0.00	\$0.00	\$230.83	\$230.83	\$0.00
23488	DISTRICT ATHLETICS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24101	TITLE I - IASA	\$23,091.89	\$25,672.88	(\$10,120.07)	\$0.00	\$38,644.70	\$38,644.70	\$0.00
24106	ENTITLEMENT IDEA-B	(\$45,515.02)	\$48,143.80	(\$14,127.59)	\$0.00	(\$11,498.81)	\$34,019.24	(\$45,518.05)

24109	PRESCHOOL IDEA-B	(\$3,198.58)	\$3,198.79	(\$1,486.36)	\$0.00	(\$1,486.15)	\$1,713.85	(\$3,200.00)
24118	FRESH FRUIT AND VEGETABLE	(\$892.34)	\$892.34	\$0.00	\$0.00	\$0.00	\$895.00	(\$895.00)
24120	IDEA-B RISK POOL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24132	IDEA-B RESULTS PLAN	(\$19,562.52)	\$19,562.52	(\$6,305.23)	\$0.00	(\$6,305.23)	\$13,259.75	(\$19,564.98)
24154	TEACHER/PRINCIPAL TRAINING & RECRUITING	(\$3,142.44)	\$3,141.44	(\$2,232.60)	\$0.00	(\$2,233.60)	\$911.40	(\$3,145.00)
24189	TITLE IV	\$0.00	\$0.00	(\$20,438.64)	\$0.00	(\$20,438.64)	(\$20,438.64)	\$0.00
25153	TITLE XIX MEDICAID 3/21 YEARS	\$0.00	\$0.00	(\$3,710.01)	\$0.00	(\$3,710.01)	(\$3,710.01)	\$0.00
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	\$0.00	(\$1,635.09)	\$0.00	(\$1,635.09)	(\$1,635.09)	\$0.00
25250	SEG - FEDERAL STIMULUS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26156	TURNER FOUNDATION	\$16,773.72	\$0.00	(\$740.70)	\$0.00	\$16,033.02	\$16,033.02	\$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	(\$129.00)	\$129.00	\$0.00	\$0.00	\$0.00	\$129.00	(\$129.00)
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27114	CENTER FOR TEACHER EXCELLENCE PED	\$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	(\$9,995.52)	\$9,995.52	(\$5,551.86)	\$0.00	(\$5,551.86)	\$4,548.14	(\$10,100.00)
27155	BREAKFAST FOR ELEM STUDENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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
28178	GEAR-UP CHE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29102	PRIVATE DIR GRANTS (CATEGORICAL)	\$41,853.17	\$24,000.00	(\$5,956.65)	\$0.00	\$59,896.52	\$59,896.52	\$0.00
31100	BOND BUILDING	\$1,364,953.72	\$542,142.80	(\$1,183,766.21)	\$0.00	\$723,330.31	\$723,330.31	\$0.00
31600	HB 33	\$1,677.40	\$12.43	(\$0.12)	\$0.00	\$1,689.71	\$1,689.71	\$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	\$1,452,888.10	\$36,145.11	(\$527,713.35)	\$0.00	\$961,319.86	\$961,319.86	\$0.00
31900	ED. TECHNOLOGY EQUIPMENT ACT	\$912,477.41	\$1,817.25	(\$49,188.87)	\$0.00	\$865,105.79	\$865,105.79	\$0.00
41000	DEBT SERVICES	\$669,413.01	\$31,174.28	(\$607,021.77)	\$0.00	\$93,565.52	\$93,565.52	\$0.00
43000	TOTAL ED. TECH. DEBT SERVICE SUBFUND	\$430,950.81	\$17,233.46	(\$291,274.62)	\$0.00	\$156,909.65	\$156,909.65	\$0.00
	<b>Grand Total:</b>	<b>\$5,381,670.78</b>	<b>\$2,000,955.27</b>	<b>(\$3,630,117.21)</b>	<b>\$0.00</b>	<b>\$3,752,508.84</b>	<b>\$3,752,449.47</b>	<b>\$59.37</b>

**End of Report**



## CIMARRON MUNICIPAL SCHOOLS

**To:** Board Members  
**From:** Lawana Whitten  
**Date:** September 1, 2018  
**Re:** Variance explanations for September, 2018

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<b>11000 Operational</b>	Intra-Fund Loans paid that crossed fiscal years	<b>\$82,545.00</b>
<b>11000 Operational</b>	NMPSIA	<b>\$66.57</b>
<b>13000 Transportation</b>	NMPSIA	<b>(\$0.17)</b>
<b>24106 Entitlement IDEA B</b>	Intra-Fund Loans paid that crossed fiscal years	<b>(\$45,511.00)</b>
<b>24106 Entitlement IDEA B</b>	NMPSIA	<b>(\$7.05)</b>
<b>24109 Preschool IDEA B</b>	Intra-Fund Loans paid that crossed fiscal years	<b>(\$3,200.00)</b>
<b>24118 Fresh Fruits &amp; Veg</b>	Intra-Fund Loans paid that crossed fiscal years	<b>(\$895.00)</b>
<b>24132 IDEA-B</b>	Intra-Fund Loans paid that crossed fiscal years	<b>(\$19,565.00)</b>
<b>24132 IDEA-B</b>	NMPSIA	<b>\$0.02</b>
<b>24154 Title II</b>	Intra-Fund Loans paid that crossed fiscal years	<b>(\$3,145.00)</b>
<b>27103 Dual Credit</b>	Intra-Fund Loans paid that crossed fiscal years	<b>(\$129.00)</b>
<b>27149 PRE K</b>	Intra-Fund Loans paid that crossed fiscal years	<b>(\$10,100.00)</b>

**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 (18-19) for last year (17-18) as RFR's were received in August.**

**It will show as a variance until the new year.**

8000 DISTRICT

8033 CES

8034 CHS

8036 CMS

8047 ENES

8048 ENMS

Cimarron Municipal Schools

Date:9/1/2018 - Date:9/30/2018

SB9 EXPENDITURE REPORT

Account Number	Description	Budget	Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Rem
31701.2300.53712.0000.008000.0000	COUNTY TAX COLLECTION COSTS	\$8,098.00	\$0.00	\$8,098.00	\$27.03	\$268.86	\$7,829.14	\$0.00	\$7,829.14	96.68%
OBJECT: COUNTY TAX COLLECTION COSTS - 53712		\$8,098.00	\$0.00	\$8,098.00	\$27.03	\$268.86	\$7,829.14	\$0.00	\$7,829.14	96.68%
FUNCTION: SUPPORT SERVICES-GENERAL ADMINISTRATION - 2300		\$8,098.00	\$0.00	\$8,098.00	\$27.03	\$268.86	\$7,829.14	\$0.00	\$7,829.14	96.68%
31701.4000.53330.0000.008000.0000	PROFESSIONAL DEVELOPEMENT	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%
OBJECT: PROFESSIONAL DEVELOPEMENT - 53330		\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00	100.00%
31701.4000.54315.0000.008000.0000	MAINTENANCE & REPAIR - BLDGS/GRNDS/EQUIPMENT	\$111,800.00	\$0.00	\$111,800.00	\$8,287.26	\$24,657.54	\$87,142.46	\$63,621.94	\$23,520.52	21.04%
31701.4000.54315.0000.008033.0000	MAINTENANCE & REPAIR - BLDGS/GRNDS/EQUIPMENT	\$120,000.00	\$0.00	\$120,000.00	\$10,647.06	\$12,906.82	\$107,093.18	\$21,170.77	\$85,922.41	71.60%
31701.4000.54315.0000.008034.0000	MAINTENANCE & REPAIR - BLDGS/GRNDS/EQUIPMENT	\$120,000.00	\$0.00	\$120,000.00	\$5,314.34	\$12,516.33	\$107,483.67	\$41,245.01	\$66,238.66	55.20%
31701.4000.54315.0000.008036.0000	MAINTENANCE & REPAIR - BLDGS/GRNDS/EQUIPMENT	\$120,000.00	\$0.00	\$120,000.00	\$10,647.05	\$12,906.82	\$107,093.18	\$23,415.59	\$83,677.59	69.73%
31701.4000.54315.0000.008047.0000	MAINTENANCE & REPAIR - BLDGS/GRNDS/EQUIPMENT	\$120,000.00	\$0.00	\$120,000.00	\$1,430.24	\$13,425.44	\$106,574.56	\$18,033.42	\$88,541.14	73.78%
31701.4000.54315.0000.008048.0000	MAINTENANCE & REPAIR - BLDGS/GRNDS/EQUIPMENT	\$120,000.00	\$0.00	\$120,000.00	\$1,430.23	\$13,425.40	\$106,574.60	\$18,533.44	\$88,041.16	73.37%
OBJECT: MAINTENANCE & REPAIR - BLDGS/GRNDS/EQUIPMENT (SB9) - 54315		\$711,800.00	\$0.00	\$711,800.00	\$37,756.18	\$89,838.35	\$621,961.65	\$186,020.17	\$435,941.48	61.24%
31701.4000.54500.0000.008000.0000	CONSTRUCTION SERVICES	\$55,000.00	\$0.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	\$0.00	\$55,000.00	100.00%
31701.4000.54500.0000.008033.0000	CONSTRUCTION SERVICES	\$70,000.00	\$0.00	\$70,000.00	\$9,733.12	\$14,140.19	\$55,859.81	\$0.00	\$55,859.81	79.80%
31701.4000.54500.0000.008034.0000	CONSTRUCTION SERVICES	\$420,000.00	\$0.00	\$420,000.00	\$0.00	\$348,153.21	\$71,846.79	\$9,295.89	\$62,550.90	14.89%
31701.4000.54500.0000.008036.0000	CONSTRUCTION SERVICES	\$70,000.00	\$0.00	\$70,000.00	\$9,733.12	\$14,140.19	\$55,859.81	\$0.00	\$55,859.81	79.80%
31701.4000.54500.0000.008047.0000	CONSTRUCTION SERVICES	\$70,000.00	\$0.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	\$0.00	\$70,000.00	100.00%
31701.4000.54500.0000.008048.0000	CONSTRUCTION SERVICES	\$45,000.00	\$0.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	\$0.00	\$45,000.00	100.00%
OBJECT: CONSTRUCTION SERVICES - 54500		\$730,000.00	\$0.00	\$730,000.00	\$19,466.24	\$376,433.59	\$353,566.41	\$9,295.89	\$344,270.52	47.16%
31701.4000.56118.0000.008000.0000	GENERAL SUPPLIES AND MATERIALS	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$29,195.63	\$20,804.37	\$8,383.44	\$12,420.93	24.84%
31701.4000.56118.0000.008033.0000	GENERAL SUPPLIES AND MATERIALS	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$70.00	\$49,930.00	99.86%
31701.4000.56118.0000.008034.0000	GENERAL SUPPLIES AND MATERIALS	\$100,000.00	\$0.00	\$100,000.00	\$0.00	\$25,744.87	\$74,255.13	\$70.00	\$74,185.13	74.19%
31701.4000.56118.0000.008036.0000	GENERAL SUPPLIES AND MATERIALS	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$50,000.00	100.00%
31701.4000.56118.0000.008047.0000	GENERAL SUPPLIES AND MATERIALS	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$75.90	\$24,924.10	\$0.00	\$24,924.10	99.70%
31701.4000.56118.0000.008048.0000	GENERAL SUPPLIES AND MATERIALS	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$75.90	\$24,924.10	\$0.00	\$24,924.10	99.70%
OBJECT: GENERAL SUPPLIES AND MATERIALS - 56118		\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$55,092.30	\$244,907.70	\$8,523.44	\$236,384.26	78.79%
31701.4000.57312.0000.008000.0000	BUSES	\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00	100.00%
OBJECT: BUSES - 57312		\$200,000.00	\$0.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	\$0.00	\$200,000.00	100.00%

31701.4000.57331.0000.008000.0000	FIXED ASSETS (MORE THAN \$5,000)	\$27,491.00	\$0.00	\$27,491.00	\$0.00	\$0.00	\$27,491.00	\$0.00	\$27,491.00	100.00%
31701.4000.57331.0000.008033.0000	FIXED ASSETS (MORE THAN \$5,000)	\$32,000.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	100.00%
31701.4000.57331.0000.008034.0000	FIXED ASSETS (MORE THAN \$5,000)	\$32,000.00	\$0.00	\$32,000.00	\$0.00	\$6,080.25	\$25,919.75	\$0.00	\$25,919.75	81.00%
31701.4000.57331.0000.008036.0000	FIXED ASSETS (MORE THAN \$5,000)	\$32,000.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	100.00%
31701.4000.57331.0000.008047.0000	FIXED ASSETS (MORE THAN \$5,000)	\$32,000.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	100.00%
31701.4000.57331.0000.008048.0000	FIXED ASSETS (MORE THAN \$5,000)	\$32,000.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$32,000.00	\$0.00	\$32,000.00	100.00%
OBJECT: FIXED ASSETS (MORE THAN \$5,000) - 57331		\$187,491.00	\$0.00	\$187,491.00	\$0.00	\$6,080.25	\$181,410.75	\$0.00	\$181,410.75	96.76%
FUNCTION: FACILITIES ACQUISITION AND CONSTRUCTION - 4000		\$2,131,791.00	\$0.00	\$2,131,791.00	\$57,222.42	\$527,444.49	\$1,604,346.51	\$203,839.50	\$1,400,507.01	65.70%
FUND: CAPITAL IMPROVEMENTS SB-9 - 31701		\$2,139,889.00	\$0.00	\$2,139,889.00	\$57,249.45	\$527,713.35	\$1,612,175.65	\$203,839.50	\$1,408,336.15	65.81%
<b>Grand Total:</b>		<b>\$2,139,889.00</b>	<b>\$0.00</b>	<b>\$2,139,889.00</b>	<b>\$57,249.45</b>	<b>\$527,713.35</b>	<b>\$1,612,175.65</b>	<b>\$203,839.50</b>	<b>\$1,408,336.15</b>	<b>65.81%</b>

End of Report



8000 DISTRICT

8033 CES

8034 CHS

8036 CMS

8047 ENES

8048 ENMS

### Cimarron Municipal Schools

## ED TECH EXPENDITURE REPORT

Date:9/1/2018:-9/30/2018

Account Number	Description	Budget	Adjustments	GL Budget	Current	YTD	Balance	Encumbrance	Budget Bal	% Rem
31900.4000.53330.0000.008000.0000	PROFESSIONAL DEVELOPEMENT	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
OBJECT: PROFESSIONAL DEVELOPEMENT - 53330		\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
31900.4000.53414.0000.008000.0000	OTHER SERVICES	\$78,589.00	\$0.00	\$78,589.00	\$29,224.47	\$31,717.27	\$46,871.73	\$44,918.11	\$1,953.62	2.49%
31900.4000.53414.0000.008033.0000	OTHER SERVICES	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
31900.4000.53414.0000.008034.0000	OTHER SERVICES	\$12,000.00	\$0.00	\$12,000.00	\$3,434.00	\$3,434.00	\$8,566.00	\$5,043.69	\$3,522.31	29.35%
31900.4000.53414.0000.008036.0000	OTHER SERVICES	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	100.00%
31900.4000.53414.0000.008047.0000	OTHER SERVICES	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$2,750.00	\$1,750.00	38.89%
31900.4000.53414.0000.008048.0000	OTHER SERVICES	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	\$2,750.00	\$1,750.00	38.89%
OBJECT: OTHER SERVICES - 53414		\$103,589.00	\$0.00	\$103,589.00	\$32,658.47	\$35,151.27	\$68,437.73	\$55,461.80	\$12,975.93	12.53%
31900.4000.54416.0000.008000.0000	COMMUNICATIONS	\$2,500.00	\$0.00	\$2,500.00	\$209.16	\$313.02	\$2,186.98	\$1,156.14	\$1,030.84	41.23%
31900.4000.54416.0000.008033.0000	COMMUNICATIONS	\$5,000.00	\$0.00	\$5,000.00	\$1,169.60	\$1,169.60	\$3,830.40	\$0.00	\$3,830.40	76.61%
31900.4000.54416.0000.008034.0000	COMMUNICATIONS	\$2,500.00	\$0.00	\$2,500.00	\$1,378.75	\$1,378.75	\$1,121.25	\$0.00	\$1,121.25	44.85%
31900.4000.54416.0000.008036.0000	COMMUNICATIONS	\$5,000.00	\$0.00	\$5,000.00	\$1,378.75	\$1,378.75	\$3,621.25	\$0.00	\$3,621.25	72.43%
31900.4000.54416.0000.008047.0000	COMMUNICATIONS	\$5,000.00	\$0.00	\$5,000.00	\$333.04	\$2,087.43	\$2,912.57	\$0.00	\$2,912.57	58.25%
31900.4000.54416.0000.008048.0000	COMMUNICATIONS	\$5,000.00	\$0.00	\$5,000.00	\$333.04	\$2,087.43	\$2,912.57	\$0.00	\$2,912.57	58.25%
OBJECT: COMMUNICATIONS - 54416		\$25,000.00	\$0.00	\$25,000.00	\$4,802.34	\$8,414.98	\$16,585.02	\$1,156.14	\$15,428.88	61.72%
31900.4000.56113.0000.008000.0000	SOFTWARE	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	100.00%
31900.4000.56113.0000.008033.0000	SOFTWARE	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	100.00%
31900.4000.56113.0000.008034.0000	SOFTWARE	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	100.00%
31900.4000.56113.0000.008036.0000	SOFTWARE	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	100.00%
31900.4000.56113.0000.008047.0000	SOFTWARE	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	100.00%
31900.4000.56113.0000.008048.0000	SOFTWARE	\$1,400.00	\$0.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	\$0.00	\$1,400.00	100.00%
OBJECT: SOFTWARE - 56113		\$8,000.00	\$0.00	\$8,000.00	\$0.00	\$0.00	\$8,000.00	\$0.00	\$8,000.00	100.00%
31900.4000.56118.0000.008000.0000	GENERAL SUPPLIES AND MATERIALS	\$73,000.00	\$0.00	\$73,000.00	\$5,446.48	\$5,446.48	\$67,553.52	\$41,345.02	\$26,208.50	35.90%
31900.4000.56118.0000.008033.0000	GENERAL SUPPLIES AND MATERIALS	\$13,000.00	\$0.00	\$13,000.00	\$34.47	\$34.47	\$12,965.53	\$0.00	\$12,965.53	99.73%
31900.4000.56118.0000.008034.0000	GENERAL SUPPLIES AND MATERIALS	\$13,000.00	\$0.00	\$13,000.00	\$107.20	\$107.20	\$12,892.80	\$0.00	\$12,892.80	99.18%
31900.4000.56118.0000.008036.0000	GENERAL SUPPLIES AND MATERIALS	\$13,000.00	\$0.00	\$13,000.00	\$34.47	\$34.47	\$12,965.53	\$0.00	\$12,965.53	99.73%
31900.4000.56118.0000.008047.0000	GENERAL SUPPLIES AND MATERIALS	\$13,000.00	\$0.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	\$285.00	\$12,715.00	97.81%
31900.4000.56118.0000.008048.0000	GENERAL SUPPLIES AND MATERIALS	\$13,000.00	\$0.00	\$13,000.00	\$0.00	\$0.00	\$13,000.00	\$0.00	\$13,000.00	100.00%
OBJECT: GENERAL SUPPLIES AND MATERIALS - 56118		\$138,000.00	\$0.00	\$138,000.00	\$5,622.62	\$5,622.62	\$132,377.38	\$41,630.02	\$90,747.36	65.76%

31900.4000.57331.0000.008000.0000	FIXED ASSETS (MORE THAN \$5,000)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
31900.4000.57331.0000.008033.0000	FIXED ASSETS (MORE THAN \$5,000)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
31900.4000.57331.0000.008034.0000	FIXED ASSETS (MORE THAN \$5,000)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
31900.4000.57331.0000.008036.0000	FIXED ASSETS (MORE THAN \$5,000)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
31900.4000.57331.0000.008047.0000	FIXED ASSETS (MORE THAN \$5,000)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
31900.4000.57331.0000.008048.0000	FIXED ASSETS (MORE THAN \$5,000)	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	100.00%
OBJECT: FIXED ASSETS (MORE THAN \$5,000) - 57331		\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00	100.00%
FUNCTION: FACILITIES ACQUISITION AND CONSTRUCTION - 4000		\$306,589.00	\$0.00	\$306,589.00	\$43,083.43	\$49,188.87	\$257,400.13	\$98,247.96	\$159,152.17	51.91%
FUND: ED. TECHNOLOGY EQUIPMENT ACT - 31900		\$306,589.00	\$0.00	\$306,589.00	\$43,083.43	\$49,188.87	\$257,400.13	\$98,247.96	\$159,152.17	51.91%
<b>Grand Total:</b>		<b>\$306,589.00</b>	<b>\$0.00</b>	<b>\$306,589.00</b>	<b>\$43,083.43</b>	<b>\$49,188.87</b>	<b>\$257,400.13</b>	<b>\$98,247.96</b>	<b>\$159,152.17</b>	<b>51.91%</b>

End of Report

**NM State Treasurer's Office Investment Pool - LGIP**  
**September 2018**

**Daily Net Yield**

9/3/2018

HOLIDAY