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<div style="text-align: center;"><b>AGENDA</b> <b>Sandoval Academy of Bilingual Education (SABE)</b> <b>Governing Council Special Meeting</b></div>
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Location:	Via Zoom Meeting  Join Zoom Meeting: <a href="https://zoom.us/j/2145335070?pwd=VXpZcjFjdndmcWhiMUtXU2dudTJnQT09">https://zoom.us/j/2145335070?pwd=VXpZcjFjdndmcWhiMUtXU2dudTJnQT09</a> Meeting ID: 214 533 5070    Passcode: sabe
Date:	Wednesday, October 27, 2021
Time:	5:00 pm
Future Meeting Date:	Wednesday, November 17, 2021

Governing Council Members:

Becky A. Torres, President; Brennan Divett; Lisa Spangler; Scott Heller; Mario Martinez

Others: Jackie Rodriguez – Director/Principal

Agenda details:

- I. Call to Order
- II. Approval of Agenda
- III. Action Items:
  - a. Approval Of Fleet Service Contract with Herrera Coaches Inc.
- IV. Public Comment
- V. Adjourn

## FLEET CONTRACT

[illegible]

[12-31-98]

## Appendix A (part II)

### FLEET CONTRACT

Bus#	Route Mileage	Route Description (area served)
1196		ROUTE AS PER SABE

[12-31-98]

## APPENDIX B

### FLEET CONTRACT PAYMENT SCHEDULE

2021 - 2022 SCHOOL YEAR

This contract approved by the SANDOVAL ACADEMY OF BILINGUAL EDUCATION  
(BOARD)  
on \_\_\_\_\_ for HERRERA COACHES INC.  
(CONTRACTOR)

to operate 1 buses/routes set forth in Appendix A to provide school transportation services includes the following amounts deemed necessary for **CONTRACTOR** to carry out the terms of the contract safely, efficiently, and economically:

I. BUS PURCHASE/RENTAL FEE: \$ 0.00

#### II. TRANSPORTATION SERVICES: (Estimated Budget)

a. Fuel \$ \_\_\_\_\_

b. Operation & Maintenance and All other expenses \$ \_\_\_\_\_

c. Salary and Benefits \$ \_\_\_\_\_

Total Transportation Services \$ 37,200.00

III. Total Estimated Budget \$ 37,200.00  
[12-31-98]

## FLEET SERVICE CONTRACT

This agreement is made and entered into this 27<sup>th</sup> day of October, 2021 (the "EFFECTIVE DATE"), by and between SANDOVAL ACADEMY OF BILINGUAL EDUCATION (local board of education) herein after called "BOARD" and Herrera Coaches, Inc., herein after referred to as a "CONTRACTOR".

### WITNESETH:

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

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

NOW, THEREFORE, in consideration of the covenants here and after contained, the parties agree as follows [12-21-09]:

#### 1. TERM

This agreement shall commence on November 1, 2021 and shall continue through June 3, 2022. This contract may be renewed thereafter on the same terms and conditions at the option of the **BOARD** [12-31-98]

#### 2. SCOPE OF SERVICES

- a. **CONTRACTOR** shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the **BOARD** consistent with the terms of this contract.
- b. **CONTRACTOR** shall, provide for the efficient management of the transportation services are set forth herein. **CONTRACTOR** shall advise the **BOARD** of the name(s), address(es) and phone number(s) of individuals designated responsible for the management of services.
- c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through eighth grade who attend school within the district.
- d. Transportation services shall be provided for 120 school days in accordance with the bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/120<sup>th</sup> of the total compensation for the services provided in paragraph 3a. of this contract.

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

### 3. **COMPENSATION**

- a. The **BOARD** shall pay **CONTRACTOR** all sums due and calculated in accordance with the conditions of this contract. The **BOARD** agrees to pay the **CONTRACTOR** \$0.00 for purchase allowance/rental fees, and \$37,200.00 for services herein for a total of \$37,200.00 to be paid in consecutive monthly installments as follows: eight (8) equal installments of \$4,650.00 each, and a final installment of \$0.00. Commencing on the 1st of November, 2021.
- b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the NM Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustment she'll be approved by the **BOARD**.
- c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** of NM Public Education Department verify over payments, under payment, or expenditures in violation of state laws or regulations or the terms of this contract.
- d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]  
[12-31-98]

### 4. **FUEL**

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

### 5. **OPERATION AND MAINTENANCE**

- a. **CONTRACTOR** shall furnish buses of a type and with the equipment required by federal and state law and regulations, including applicable Secretary of Education regulations.
- b. **CONTRACTOR** shall provide for all operation and maintenance of buses utilized for service under the terms of this agreement.

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

## 6. SALARIES

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

## 7. ROUTES AND SCHEDULES

- a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.
- b. Following the effective date, but no later than November 31<sup>st</sup>, 2021, contractor shall furnish board a complete route map and roster of eligible students who are transported. Additional report shall be submitted as followed:
- c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD'S** superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes. [12-31-98]

## 8. RECORDS AND REPORTS

- a. All records required by state law or regulation shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.
- b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit to the Public Education Department and district superintendent annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the public education department.
- c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract shall be cause to adjust payments or withhold payment still report requirements are met. [12-31-98]

**9. INDEMNIFICATION**

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

**10. INSURANCE**

- a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.
- b. The **CONTRACTOR** shall carry Worker's Compensation insurance at statutorily required by the State of Mexico and shall provide evidence of insurance to the **BOARD**. [12-31-98]

**11. INCLEMENT WEATHER AND SCHOOL CLOSINGS**

In the event of inclement weather or impassibility of roads or whenever school is canceled, delayed, or is dismissed early, **BOARD** shall notify contractor no later than two hours before service. [12-31-98]

**12. SAFETY**

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

**13. OPERATION/PERSONNEL/DRIVE QUALIFICATIONS**

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



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

#### **14. TERMINATION OF CONTRACT BY BOARD**

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

- a. The **BOARD** shall serve notice upon the **CONTRACTOR** in person, or by registered or certified mail, specifying the charges against the **CONTRACTOR** under which the contract is sought to be terminated, with a copy of such notice provided to the NM State Transportation Director.
- b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.
- c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his or her own behalf.

- d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.
- e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the NM State Transportation Director.

#### 15. TERMINATION OF CONTRACT BY CONTRACTOR

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

- a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the NM State Transportation Director, specified the reason for cancellation.
- b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.
- c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent a notice provided to the NM State Transportation Director.
- d. This contract shall not be assigned to another individual or corporation.

IN WITNESS WHEREOF we have set our hands and seals.

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

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

\_\_\_\_\_ CONTRACTOR

[12-31-98]

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<p style="text-align: center;"><b>Minutes</b> <b>Sandoval Academy of Bilingual Education (SABE)</b> <b>Governing Council Special Meeting</b></p>
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Location:	Via Zoom Meeting  Join Zoom Meeting: <a href="https://zoom.us/j/2145335070?pwd=VXpZcjFjdndmcWhiMUtXU2dudTJnQT09">https://zoom.us/j/2145335070?pwd=VXpZcjFjdndmcWhiMUtXU2dudTJnQT09</a> Meeting ID: 214 533 5070    Passcode: sabe
Date:	Wednesday, October 27, 2021
Time:	5:00 pm
Future Meeting Date:	Wednesday, November 17, 2021

Governing Council Members:

Becky A. Torres, President; present  
Brennan Divett, present  
Lisa Spangler, present  
Scott Heller, present  
Mario Martinez, present

Others:        Jackie Rodriguez – Director/Principal

Agenda details:

- I. Call to Order; 5:05pm
- II. Approval of Agenda Motion: Brennan, 2<sup>nd</sup>: Scott; Vote unanimously
- III. Action Items:
  - a. Approval Of Fleet Service Contract with Herrera Coaches Inc.;  
Motion: Scott; 2<sup>nd</sup>: Mario; Vote unanimously
- IV. Public Comment: None
- V. Adjourn; Motion: Lisa; 2<sup>nd</sup>: Scott; Vote unanimously; 5:34pm



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	<b>CONTACT NAME:</b>	Risk Services	
	<b>PHONE (A/C, No, Ext):</b>	(800) 578-8802	<b>FAX (A/C, No):</b> (818)449-9449
<b>INSURED</b>  New Mexico Public Schools Insurance Authority Member: Sandoval Academy of Bilingual Education 4110 Old Taos Highway Santa Fe, NM 87501	<b>E-MAIL ADDRESS:</b>	rservices@pomsassoc.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : New Mexico Public Schools Insurance Authority		N/A
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS- <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> Owners Contractors Protective Liability						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							Maximum Liability \$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$ Tort Limit
							BODILY INJURY (Per accident) \$ Tort Limit
A	<b>AUTOMOBILE LIABILITY</b>			MOC NO. L0024	07/01/2021	07/01/2022	PROPERTY DAMAGE (Per accident) \$ Tort Limit
	<input type="checkbox"/> ANY AUTO						Maximum Liability \$ 1,050,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					
	X Bus Contr.						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	<b>AUTO PHYSICAL DAMAGE (COMPREHENSIVE &amp; COLLISION)</b>			MOC NO. P0024	07/01/2021	07/01/2022	Deductible Comp - \$750 \$ Tort Limit
							Deductible Coll -\$750 \$ Tort Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


Self-Insured Retention for Auto Liability: \$750,000. Coverage applies only when the insured is contractually obligated and only for use of the bus. Certholder is named as loss payee if required by written contract.

Bus Contractor: Herrera Coaches, Inc.

Evidence of Coverage with respects to the following Bus: 2005 International, VIN #4DRBUAAN05B145964

## CERTIFICATE HOLDER

## CANCELLATION

Sandoval Academy of Bilingual Education 4321 Fulcrum Way Way NE, Ste A Rio Rancho, NM 87144	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Poms & Associates Insurance Brokers		NAMED INSURED New Mexico Public Schools Insurance Authority	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: : Notes

**Summary of New Mexico Tort Claims Act Section 41-4-19:**  
**Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.**  
**Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability**  
**Imposed by New Mexico Tort Claims Act [ NMSA 1975 §41-4-1 through 41-4-29]**  
**\$400,000 Bodily Injury Per Person**  
**\$200,000 Property Damage Per Property Address**  
**\$300,000 Medical**  
**\$750,000 Per Occurrence**  
**\$1,050,000 Combined Limit/Maximum Liability**