

<p style="text-align: center;">AGENDA</p> <p style="text-align: center;">Sandoval Academy of Bilingual Education (SABE)</p> <p style="text-align: center;">Governing Board Regular Meeting</p>

Location:	Via Zoom Meeting Join Zoom Meeting: https://zoom.us/j/2145335070?pwd=VXpZcjFjdndmcWhiMUtXU2duYTJnQT09 533 5070 Passcode: sabe Meeting ID: 214
Date:	Wednesday, July 20, 2022 Changed to July 27, 2022 due to lack of quorum at last date
Time:	6:30 pm
Future Meeting Date:	Special Meeting: July 27, 2022 to approve SABE handbooks Regular Meeting: Wednesday, August 17, 2022

Governing Council Members:

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

Others:

Jackie Rodriguez – Executive Director/Principal; Ashley Wolfel – The Vigil Group; Alice Banks – Assistance with meeting notes; Felicitas Reyes - Assistant Principal; Militza Geisel – Administrative Intern & Instructional Leadership Team member

Agenda details:

- I. Call to Order
- II. Approval of Agenda
- III. Approval of Minutes from June 22, 2022 General Meeting
- IV. Financial Report: August: Ashley Wolfel, SABE Business Manager, The Vigil Group
- V. Action Items:
 - a. BAR 13000-563-000-2122-0040-IB
 - b. BAR 11000-563-000-2122-0041-M
 - c. BAR 11000-563-000-2122-0042-M
 - d. Contract for School Transportation with Herrera School Buses, Inc.
 - e. Annual Meeting Resolution-Determine Meeting Dates and Time
 - f. Background Check and Employment History Policy and Procedures (Presented by Matthews Fox P.C.)
 - g. Student Attendance Policy
 - h. Ethical Misconduct Investigation and Reporting Policy (Presented by Matthews Fox P.C.)
 - i. Student Dental Exam Verification Policy
 - j. Staff Handbook
 - k. Parent/Student Handbook
 - l. 2022-2023 COVID Safety Plan
- VI. Discussion Items
 - a. Policy Committee Update: Lisa Spangler
 - b. Professional Services Contract: The Vigil Group

- VII. Principal's Update
 - a. Fiscal & Operations
 - b. Instruction & Data
- VIII. Public Comment
- IX. Announcements
- X. Adjourn

<p style="text-align: center;">MINUTES Sandoval Academy of Bilingual Education (SABE) Governing Board Regular Meeting</p>
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Location:	Via Zoom Meeting Join Zoom Meeting: https://zoom.us/j/2145335070?pwd=VXpZcjFjdndmcWhiMUtXU2dudTJnQT09 Meeting ID: 214 533 5070 Passcode: sabe
Date:	Wednesday, June 22, 2022 (changed from June 15, 2022)
Time:	6:30 pm
Future Meeting Date:	Wednesday, July 20, 2022

Governing Council Members:

Becky A. Torres, President - present via Zoom
Brennan Divett - present via Zoom
Lisa Spangler - present via Zoom
Scott Heller - present via Zoom
Mario Martinez - present via Zoom

Others: Jackie Rodriguez - Executive Director/Principal - present via Zoom
 Ashley Wolfel - The Vigil Group - present via Zoom
 Kelly Callahan - absent
 Alice Banks - Assistance with Meeting Notes - present via Zoom

Agenda details:

- I. Call to Order
 Becky called the meeting to order at 6:41 PM.
- II. Approval of Agenda
 Lisa moved and Brennan seconded the motion to approve the agenda with the removal of Action Item 5c. The motion was passed unanimously.
- III. Approval of Minutes from May 18, 2022 General Meeting
 Scott moved and Mario seconded the motion to approve the minutes of the May 18, 2022 General Meeting. The motion was passed unanimously.
- IV. Financial Report: August: Ashley Wolfel, SABE Business Manager, The Vigil Group
 Ashley reviewed information from the Finance Committee meeting that was held prior to the Governing Board meeting.
- V. Action Items:
 - a. 2022-2023 Bilingual Application
 Jackie reviewed the information that was contained in the Bilingual Application.

Scott moved and Lisa seconded the motion to approve the 2022-2023 Bilingual Application. The motion was passed unanimously.

b. 2022-2023 Title IV Application

Jackie reviewed the information that was contained in the Title IV (SSAE) Application.

Mario moved and Lisa seconded the motion to approve the 2022-2023 Title IV Application. The motion was passed unanimously.

**c. Contract for School Transportation with Herrera School Buses, Inc.
This item was tabled until the July 2022 meeting.**

d. Contract for school legal counsel, Matthews Fox, P.C.

Jackie reviewed the entire contract. It is the same contract that has been used in the past. We spent \$5,195 to utilize these services last year.

Scott moved and Mario seconded the motion to approve the contract with Matthews Fox. The motion was passed unanimously.

e. Protocol and signing authority for expenditures/professional service contracts exceeding \$20,000

Jackie proposed that any expenditures or contracts that exceed \$20,000 would require a second signature for approval. Becky and Lisa both volunteered to serve as the second signee.

Scott moved and Brennan seconded the motion to allow Becky or Lisa to provide a second signature for expenditures or contracts exceeding \$20,000. The motion was passed with no opposition. Lisa and Becky abstained from the vote.

VI. Discussion Items

a. Policy Committee Update: Lisa Spangler

The Student/Family Handbook and the Staff Handbook have both been reviewed and submitted to Jackie. SABE's administration will update both handbooks and will send them to the Governing Board members via email on July 13. They will be included as a Discussion Item for the July 20 meeting. We will have a Special Meeting on July 27 to approve the final documents.

VII. Principal's Update

a. Fiscal & Operations

We are working to prepare our classrooms for the upcoming school year. We have 264 students on our roster. Staff members will be included on various committees to complete tasks during the year. Hopefully, we will be able to invite families and volunteers into our school. We have four new staff members joining us.

b. Instruction & Data

Jackie included all of the teacher presentations on the Shared Drive. These presentations were made to some of the Governing Board members during the month of June. We will continue to focus and reflect on student data with an increased degree of accountability for student success. Jackie is confident that we met our mission-specific learning goal for

the NMPED based on our Biliteracy Trajectory Tool. She will review the student proficiency data during the July meeting.

VIII. Public Comment
None

IX. Announcements
None

X. Adjourn
Scott moved and Brennan seconded that the meeting be adjourned. The motion passed unanimously, and the meeting was adjourned at 7:47 PM.

Sandoval Academy of Bilingual Education
Fiscal Year 2022
Balance Sheet as of June 30, 2022

Description	11000 Operational	13000 Pupil Transportati on	14000 Instructional Materials	21000 Food Service	23000 Activities	24101 Title I	24106 IDEA-B	24146- CSP	24154 Title II	24189 Title IV	24301 CARES Act	24308 CRRSA	24312 Teacher Retention Stipends	24316 Air Quality Grant	24330 ARP	25153 Medicaid	26107 REC/ District Agent	27109 Instructional Materials GAA	27153 ELT Transportatio n	27202 Open SciEd Expansion Initiative	31200 PSCOC	31701 SB-9 Local	31703 SB-9 Cash	Total
11011 - Bank Accounts	\$726,317.86	\$0.00	\$0.36	\$15,860.26	\$23,120.06	(\$13,903.82)	(\$55,008.19)	\$0.00	(\$7,392.65)	(\$12,162.81)	(\$251.29)	(\$8,831.71)	\$0.00	(\$3,184.00)	(\$9,071.97)	\$33,710.74	\$547.89	(\$0.05)	\$0.00	(\$1,700.00)	\$0.00	\$119,697.21	\$28,026.35	\$835,774.24
15000 - Prepaid Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,914.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,914.85
Subtotal of Account Type: Asset	\$726,317.86	\$0.00	\$0.36	\$15,860.26	\$23,120.06	(\$13,903.82)	(\$55,008.19)	\$0.00	(\$1,477.80)	(\$12,162.81)	(\$251.29)	(\$8,831.71)	\$0.00	(\$3,184.00)	(\$9,071.97)	\$33,710.74	\$547.89	(\$0.05)	\$0.00	(\$1,700.00)	\$0.00	\$119,697.21	\$28,026.35	\$841,689.09
Subtotal of Account Group: Assets	\$726,317.86	\$0.00	\$0.36	\$15,860.26	\$23,120.06	(\$13,903.82)	(\$55,008.19)	\$0.00	(\$1,477.80)	(\$12,162.81)	(\$251.29)	(\$8,831.71)	\$0.00	(\$3,184.00)	(\$9,071.97)	\$33,710.74	\$547.89	(\$0.05)	\$0.00	(\$1,700.00)	\$0.00	\$119,697.21	\$28,026.35	\$841,689.09
23011 - Accrued Salaries and Benefits	\$98,384.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,423.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$102,808.62
23124 - State Retirement System Contributions	\$35,429.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,066.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,566.63
23125 - Employee Insurance	\$14,440.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,440.18
23126 - Unemployment Insurance	\$434.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$490.09
23127 - Workers' Compensation	\$56.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.00
23134 - Employer State Retirement System	\$53,067.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,562.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$136.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,766.12
23135 - Employer Insurance	\$23,186.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,204.97
23137 - Employer Workers' Comp	\$64.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69.00
23141 - Federal Income Tax	\$8,006.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,306.85
23142 - State Income Tax	\$8,190.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,450.98
23143 - Social Security - OASDI	\$8,505.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$376.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,882.00
23144 - Medicare - Hospital Insurance	\$1,989.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,077.25
23147 - Voluntary Deductions	\$605.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$605.57
23148 - Direct Deposit	(\$27,334.92)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,105.98)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$28,440.90)
23153 - Employer Social Security	\$8,505.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$376.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,882.00
23154 - Employer Medicare	\$1,989.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$88.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,077.25
Subtotal of Account Type: Liability	\$235,520.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,500.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$226.43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$243,246.61
32300 - Unreserved Fund Balance	\$513,256.06	\$0.00	\$4,636.36	\$2,464.27	\$22,174.97	(\$17,562.00)	\$0.00	(\$4,039.98)	(\$373.00)	\$0.00	(\$4,621.86)	\$0.00	(\$1,400.00)	\$0.00	\$0.00	\$3,504.26	(\$4,989.50)	\$1,401.95	\$0.00	\$0.00	\$0.00	\$60,805.18	\$6,775.00	\$582,031.71
Net Increase/Decrease	(\$22,458.21)	\$0.00	(\$4,636.00)	\$13,395.99	\$945.09	\$3,658.18	(\$62,508.36)	\$4,039.98	(\$1,104.80)	(\$12,162.81)	\$4,370.57	(\$8,831.71)	\$1,400.00	(\$3,184.00)	(\$9,298.40)	\$30,206.48	\$5,537.39	(\$1,402.00)	\$0.00	(\$1,700.00)	\$0.00	\$58,892.03	\$21,251.35	\$16,410.77
Subtotal of Account Type: Fund Balance/Retained Earnings	\$490,797.85	\$0.00	\$0.36	\$15,860.26	\$23,120.06	(\$13,903.82)	(\$62,508.36)	\$0.00	(\$1,477.80)	(\$12,162.81)	(\$251.29)	(\$8,831.71)	\$0.00	(\$3,184.00)	(\$9,298.40)	\$33,710.74	\$547.89	(\$0.05)	\$0.00	(\$1,700.00)	\$0.00	\$119,697.21	\$28,026.35	\$598,442.48
Subtotal of Account Group: Liabilities/Fund Balance	\$726,317.86	\$0.00	\$0.36	\$15,860.26	\$23,120.06	(\$13,903.82)	(\$55,008.19)	\$0.00	(\$1,477.80)	(\$12,162.81)	(\$251.29)	(\$8,831.71)	\$0.00	(\$3,184.00)	(\$9,071.97)	\$33,710.74	\$547.89	(\$0.05)	\$0.00	(\$1,700.00)	\$0.00	\$119,697.21	\$28,026.35	\$841,689.09

Sandoval Academy of Bilingual Education

Budget Summary

Budget Summary as of June 30, 2022

Revenues							
Fund Description	Annual Budget	Actual (YTD)	Annualized Budget	Annualize vs		FY21	FY22-FY21
				Actual			
Fund 11000 Operational	\$2,112,037.00	\$2,112,541.31	\$ 2,112,037.00	\$ 504.31	\$	1,993,793.10	\$ 118,748.21
Fund 13000 Pupil Transportation	\$547.00	\$547.00	\$ 547.00	\$ -	\$	-	
Fund 21000 USDA Food Reimbursement	\$3,606.00	\$13,395.99	\$ 3,606.00	\$ 9,789.99	\$	-	\$ 13,395.99
Fund 23000 Activities	\$15,896.00	\$16,287.37	\$ 15,896.00	\$ 391.37	\$	3,246.20	\$ 13,041.17
Fund 24101 Title I	\$49,795.00	\$26,430.58	\$ 49,795.00	\$ (23,364.42)	\$	24,989.54	\$ 1,441.04
Fund 24106 IDEAB	\$70,628.00	\$0.00	\$ 70,628.00	\$ (70,628.00)	\$	18,000.06	\$ (18,000.06)
Fund 24154 Title II	\$22,157.00	\$0.00	\$ 22,157.00	\$ (22,157.00)	\$	3,110.00	\$ (3,110.00)
Fund 24189 Student Supp Academic Achievement	\$29,400.00	\$1,750.00	\$ 29,400.00	\$ (27,650.00)	\$	8,000.00	\$ (6,250.00)
Fund 24301 CARES Act	\$1,163.00	\$911.71	\$ 1,163.00	\$ (251.29)	\$	25,286.37	\$ (24,374.66)
Fund 24308 CRRSA, ESSR II	\$172,357.00	\$89,526.35	\$ 172,357.00	\$ (82,830.65)	\$	-	\$ 89,526.35
Fund 24312 CRRSA Retention Stipend	\$0.00	\$1,400.00	\$ -	\$ 1,400.00	\$	-	\$ 1,400.00
Fund 24316 Air Quality Grant	\$3,184.00	\$0.00	\$ 3,184.00	\$ (3,184.00)	\$	-	\$ -
Fund 24330 ESSR III ARP	\$359,981.00	\$133,986.57	\$ 359,981.00	\$ (225,994.43)	\$	-	\$ 133,986.57
Fund 25153 Title XIX MEDICAID 3/21 Years	\$24,576.00	\$30,206.48	\$ 24,576.00	\$ 5,630.48	\$	3,504.26	\$ 26,702.22
Fund 26107 REC/District Fiscal Agent	\$0.00	\$5,537.39	\$ -	\$ 5,537.39	\$	-	\$ 5,537.39
Fund 27107 2012 GOB Student Library SB66	\$5,864.00	\$0.00	\$ 5,864.00	\$ (5,864.00)	\$	-	\$ -
Fund 27153 Extended Learning Transportation	\$869.00	\$869.00	\$ 869.00	\$ -	\$	-	\$ 869.00
Fund 27202 Open SciEd Expansion Initiative	\$1,700.00	\$0.00	\$ 1,700.00	\$ (1,700.00)	\$	-	\$ -
Fund 31200 PSCOC Lease Reimbursement	\$158,546.00	\$158,546.00	\$ 158,546.00	\$ -	\$	136,380.00	\$ 22,166.00
Fund 31701 SB9 Local	\$58,790.00	\$62,061.62	\$ 58,790.00	\$ 3,271.62	\$	47,137.16	\$ 14,924.46
Fund 31703 SB9 State Match Cash	\$21,252.00	\$21,251.35	\$ 21,252.00	\$ (0.65)	\$	-	\$ 21,251.35
Total Revenues	\$ 3,112,348.00	\$ 2,675,248.72	\$ 3,112,348.00	\$ (437,099.28)	\$	2,263,446.69	\$ 411,255.03

Sandoval Academy of Bilingual Education

Budget Summary

Budget Summary as of June 30, 2022

Fund Description	Expenditures			Annualize vs		
	Annual Budget	Actual (YTD)	Annualized Budget	Actual	FY21	FY22-FY21
Function 1000 - Instruction	\$1,641,634.00	\$1,302,342.46	\$ 1,641,634.00	\$ (339,291.54)	\$996,152.46	\$ 306,190.00
Function 2100 - Students	\$310,589.00	\$226,542.00	\$ 310,589.00	\$ (84,047.00)	\$131,027.01	\$ 95,514.99
Function 2200 - Instruction	\$6,165.00	\$2,036.06	\$ 6,165.00	\$ (4,128.94)	\$0.00	\$ 2,036.06
Function 2300 - General Administration	\$169,824.00	\$168,704.88	\$ 169,824.00	\$ (1,119.12)	\$138,480.34	\$ 30,224.54
Function 2400 - School Administration	\$98,952.00	\$88,965.46	\$ 98,952.00	\$ (9,986.54)	\$120,905.94	\$ (31,940.48)
Function 2500 - Central Services	\$101,384.00	\$100,464.49	\$ 101,384.00	\$ (919.51)	\$107,946.45	\$ (7,481.96)
Function 2600 - Operation & Maintenance of Plant	\$296,363.00	\$246,190.59	\$ 296,363.00	\$ (50,172.41)	\$225,732.09	\$ 20,458.50
Function 3100 - Food Services Operations	\$380.00	\$0.00	\$ 380.00	\$ (380.00)	\$ -	\$ -
Fund 11000 - Operational	\$ 2,625,291.00	\$ 2,135,245.94	\$ 2,625,291.00	\$ (490,045.06)	\$ 1,720,244.29	\$ 415,001.65
Fund 13000 - Pupil Transportation	\$ 547.00	\$ 547.00	\$ 547.00	\$ -	\$ -	\$ 547.00
Fund 14000 - Instructional Materials	\$ 4,636.00	\$ 4,636.00	\$ 4,636.00	\$ -	\$7,004.92	\$ (2,368.92)
Fund 21000- Food Services Operations	\$ 6,070.00	\$ -	\$ 6,070.00	\$ (6,070.00)	\$800.00	\$ (800.00)
Fund 23000- Activities	\$ 38,071.00	\$ 15,342.28	\$ 38,071.00	\$ (22,728.72)	\$1,320.85	\$ 14,021.43
Fund 24101 - Title I	\$ 49,795.00	\$ 40,334.40	\$ 49,795.00	\$ (9,460.60)	\$42,551.54	\$ (2,217.14)
Fund 24106 - Entitlement IDEA-B	\$ 70,628.00	\$ 62,508.36	\$ 70,628.00	\$ (8,119.64)	\$18,000.06	\$ 44,508.30
Fund 24146-Charter School Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund 24154 - Teacher/Principal Training & Recruiting	\$ 22,157.00	\$ 1,477.80	\$ 22,157.00	\$ (20,679.20)	\$ 373.00	\$ 1,104.80
Fund 24189 - Student Supp Academic Achievement	\$ 29,400.00	\$ 13,912.81	\$ 29,400.00	\$ (15,487.19)	\$ 8,000.00	\$ 5,912.81
Fund 24301-CARES Act	\$ 1,163.00	\$ 1,163.00	\$ 1,163.00	\$ -	\$ 29,908.23	\$ (28,745.23)
Fund 24308- CRRSA	\$ 172,357.00	\$ 98,358.06	\$ 172,357.00	\$ (73,998.94)	\$ -	\$ 98,358.06
Fund 24316-Air Quality	\$ 3,184.00	\$ 3,184.00	\$ 3,184.00	\$ -	\$ -	\$ 3,184.00
Fund 24330 - ARP	\$ 359,981.00	\$ 143,284.97	\$ 359,981.00	\$ (216,696.03)	\$ -	\$ 143,284.97
Fund 25153-Medicaid	\$ 24,576.00	\$ -	\$ 24,576.00	\$ (24,576.00)	\$ -	\$ -
Fund 26107-REC/District Fiscal Agent	\$ -	\$ -	\$ -	\$ -	\$ 4,989.50	\$ (4,989.50)
Fund 27107 - 2012 GOB Student Library SB-66	\$ 5,864.00	\$ -	\$ 5,864.00	\$ (5,864.00)	\$ -	\$ -
Fund 27109 - GAA of 2019	\$ 1,402.00	\$ 1,402.00	\$ 1,402.00	\$ -	\$ -	\$ 1,402.00
Fund 27130-Feminine Hygiene Products	\$ -	\$ -	\$ -	\$ -	\$ 484.69	\$ (484.69)
Fund 27153 - Extended Learning Transportation	\$ 869.00	\$ 869.00	\$ 869.00	\$ -	\$ -	\$ 869.00
Fund 27201 - School Lunch Co-Pay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund 27202 - Open SciEd Expansion Initiative	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00
Fund 31200-PSCOC	\$ 158,546.00	\$ 158,546.00	\$ 158,546.00	\$ -	\$ 136,380.00	\$ 22,166.00
Fund 31701-Capital Improvements SB-9 Ad Valorem	\$ 121,009.00	\$ 6,941.91	\$ 121,009.00	\$ (114,067.09)	\$ 23,460.70	\$ (16,518.79)
Fund 31703-Capital Improvements SB-9 Cash Match	\$ 28,027.00	\$ -	\$ 28,027.00	\$ (28,027.00)	\$ -	\$ -
Total Expenses For all Funds	\$ 3,725,273.00	\$ 2,689,453.53	\$ 3,725,273.00	\$ (1,035,819.47)	\$ 1,993,517.78	\$ 695,935.75

Sandoval Academy of Bilingual Education
Revenue Report
Revenue Report as of June 30, 2022

Description	Budget (YTD)	Actual (YTD)	Available (YTD)
Fees Activities	\$14,073.00	\$14,577.63	\$504.63 Supply Fee
State Equalization Guarantee	\$2,070,886.00	\$2,070,885.60	\$0.40
State Flowthrough Grants	\$27,078.00	\$27,078.08	\$0.08
Fund 11000 Operational	\$2,112,037.00	\$2,112,541.31	\$504.31
Fund 13000 Pupil Transportation	\$547.00	\$547.00	\$0.00
Fund 21000 USDA Food Reimbursement	\$3,606.00	\$13,395.99	\$9,789.99
Fund 23000 Activities	\$15,896.00	\$16,287.37	\$391.37
Fund 24101 Title I	\$49,795.00	\$26,430.58	\$23,364.42
Fund 24106 IDEAB	\$70,628.00	\$0.00	\$70,628.00
Fund 24154 Title II	\$22,157.00	\$0.00	\$22,157.00
Fund 24189 Student Supp Academic Achievement	\$29,400.00	\$1,750.00	\$27,650.00
Fund 24301 CARES Act	\$1,163.00	\$911.71	\$251.29
Fund 24308 CRRSA, ESSR II	\$172,357.00	\$89,526.35	\$82,830.65
Fund 24312 CRRSA Retention Stipend	\$0.00	\$1,400.00	\$1,400.00
Fund 24316 Air Quality Grant	\$3,184.00	\$0.00	\$3,184.00
Fund 24330 ESSR III ARP	\$359,981.00	\$133,986.57	\$225,994.43
Fund 25153 Title XIX MEDICAID 3/21 Years	\$24,576.00	\$30,206.48	\$5,630.48
Fund 26107 REC/District Fiscal Agent	\$0.00	\$5,537.39	\$5,537.39
Fund 27107 2012 GOB Student Library SB66	\$5,864.00	\$0.00	\$5,864.00
Fund 27153 Extended Learning Transportation	\$869.00	\$869.00	\$0.00
Fund 27202 Open SciEd Expansion Initiative	\$1,700.00	\$0.00	\$1,700.00
Fund 31200 PSCOC Lease Reimbursement	\$158,546.00	\$158,546.00	\$0.00
Fund 31701 SB9 Local	\$58,790.00	\$62,061.62	\$3,271.62
Fund 31703 SB9 State Match Cash	\$21,252.00	\$21,251.35	\$0.65
Grand Total	\$3,112,348.00	\$2,675,248.72	\$437,099.28

Sandoval Academy of Bilingual Education
Expenditure Report
Expenditure Report as of June 30, 2022

Description	Budget (YTD)	Actual (YTD)	Encumbrance (YTD)	Available (YTD)
Salaries Expense-Long-term Sub	\$31,687.00	\$15,423.00	\$0.00	\$16,264.00
Salaries Expense-Teacher	\$641,941.00	\$613,508.10	\$0.00	\$28,432.90
Salaries Expense-Kinder Teachers	\$60,905.00	\$61,361.79	\$0.00	(\$456.79)
Salaries Expense-After School Coordinator	\$8,020.00	\$0.00	\$0.00	\$8,020.00
Salaries Expense-EA	\$31,689.00	\$14,986.22	\$0.00	\$16,702.78
Salaries Expense-Kinder EA	\$24,512.00	\$24,667.15	\$0.00	(\$155.15)
Salaries Expense-Fine Arts	\$62,500.00	\$33,714.90	\$0.00	\$28,785.10
Salaries Expense-Sped Teacher	\$91,040.00	\$24,386.09	\$0.00	\$66,653.91
Salaries Expense-TESOL Teacher	\$5,252.00	\$0.00	\$0.00	\$5,252.00
Salaries Expense-After School At-Risk	\$20,000.00	\$13,848.17	\$0.00	\$6,151.83
Stipend -Teacher	\$12,212.00	\$15,999.50	\$0.00	(\$3,787.50)
Stipend - Kinder Teacher	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Stipend-EA	\$321.00	\$0.00	\$0.00	\$321.00
Stipend- SPED Teacher	\$601.00	\$0.00	\$0.00	\$601.00
Stipend- Bilingual	\$38,500.00	\$43,772.00	\$0.00	(\$5,272.00)
Stipend- ELT Teacher	\$50,000.00	\$28,715.00	\$0.00	\$21,285.00
Stipend- ELT SPED	\$2,761.00	\$8,261.00	\$0.00	(\$5,500.00)
Stipend- ELT Kinder EA	\$1,233.00	\$373.76	\$0.00	\$859.24
Employee Benefits	\$341,356.00	\$315,377.85	\$0.00	\$25,978.15
Professional Development	\$3,021.00	\$299.00	\$0.00	\$2,722.00
Professional Development- Fine Arts	\$0.00	\$75.00	\$0.00	(\$75.00)
Professional Development-SPED	\$450.00	\$0.00	\$0.00	\$450.00
Professional Development-ELT	\$1,680.00	\$0.00	\$0.00	\$1,680.00
Other Professional/Technical Services	\$20,000.00	\$4,378.51	\$0.00	\$15,621.49
Other Charges	\$9,265.00	\$232.50	\$0.00	\$9,032.50
Other Charges-Fine Arts	\$0.00	\$185.00	\$0.00	(\$185.00)
Other Instructional Materials	\$50,967.00	\$49,884.56	\$0.00	\$1,082.44
Software	\$17,910.00	\$11,230.17	\$0.00	\$6,679.83
General Supplies and Materials	\$108,876.00	\$18,729.22	\$0.00	\$90,146.78
General Supplies and Materials-Fine Arts	\$1,362.00	\$1,361.59	\$0.00	\$0.41
General Supplies and Materials-SPED	\$1,573.00	\$1,572.38	\$0.00	\$0.62
Function 1000 - Instruction	\$1,641,634.00	\$1,302,342.46	\$0.00	\$339,291.54
Salaries Expense-Coordinator	\$18,642.00	\$0.00	\$0.00	\$18,642.00
Salaries Expense-Nursing Assistant	\$16,844.00	\$16,843.09	\$0.00	\$0.91
Salaries Expense-Registrar	\$16,844.00	\$17,096.56	\$0.00	(\$252.56)
Salaries Expense - Psychologist	\$55,020.00	\$55,432.65	\$0.00	(\$412.65)
Salaries Expense AT-Risk Coordinator	\$15,992.00	\$0.00	\$0.00	\$15,992.00
Salaries Expense-At-Risk Clerk	\$19,237.00	\$19,170.97	\$0.00	\$66.03
Salaries Expense- At-Risk Student Support	\$7,720.00	\$0.00	\$0.00	\$7,720.00
Stipend-Coordinator	\$400.00	\$0.00	\$0.00	\$400.00
Stipend- Registrar	\$300.00	\$0.00	\$0.00	\$300.00
Stipend- Student Support	\$186.00	\$185.19	\$0.00	\$0.81
Stipend- Psychologist	\$500.00	\$0.00	\$0.00	\$500.00
Employee Benefits	\$59,628.00	\$53,637.26	\$0.00	\$5,990.74
Diagnosticians - Contracted	\$20,000.00	\$10,496.74	\$0.00	\$9,503.26
Occupational Therapists - Contracted	\$14,512.00	\$19,508.51	\$0.00	(\$4,996.51)
Psychologists - Contracted	\$18,000.00	\$671.76	\$0.00	\$17,328.24
Specialists - Contracted	\$16,854.00	\$16,414.04	\$0.00	\$439.96
Professional Development	\$100.00	\$99.00	\$0.00	\$1.00
Other Professional/Technical Services	\$29,760.00	\$16,936.58	\$0.00	\$12,823.42
General Supplies and Materials	\$50.00	\$49.65	\$0.00	\$0.35
Function 2100 - Support Services-Students	\$310,589.00	\$226,542.00	\$0.00	\$84,047.00
General Supplies and Materials	\$6,165.00	\$2,036.06	\$0.00	\$4,128.94
Function 2200 - Support Services-Instruction	\$6,165.00	\$2,036.06	\$0.00	\$4,128.94
Salaries Expense-Executive Director	\$100,000.00	\$100,750.00	\$0.00	(\$750.00)
ELT Stipend-Superintendent	\$6,000.00	\$5,000.00	\$0.00	\$1,000.00
Employee Benefits	\$26,662.00	\$28,247.92	\$0.00	(\$1,585.92)
Professional Development	\$315.00	\$232.50	\$0.00	\$82.50
Auditing	\$16,500.00	\$15,857.64	\$0.00	\$642.36
Legal	\$5,195.00	\$4,095.42	\$0.00	\$1,099.58
Other Professional/Technical Services	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Other Charges	\$0.00	\$4,671.03	\$0.00	(\$4,671.03)
Advertising	\$5,092.00	\$5,006.16	\$0.00	\$85.84
Board Travel	\$60.00	\$59.67	\$0.00	\$0.33
Board Training	\$5,000.00	\$4,784.54	\$0.00	\$215.46
Function 2300 - Support Services-General Administration	\$169,824.00	\$168,704.88	\$0.00	\$1,119.12

Sandoval Academy of Bilingual Education
Expenditure Report
Expenditure Report as of June 30, 2022

Salaries Expense-Assistant Principal	\$36,960.00	\$36,960.09	\$0.00	(\$0.09)
Salaries Expense-Office Manager/Clerks	\$25,287.00	\$20,710.06	\$0.00	\$4,576.94
Stipend- Assistant Principal	\$5,400.00	\$5,000.00	\$0.00	\$400.00
Stipend-Office Manager	\$300.00	\$0.00	\$0.00	\$300.00
Employee Benefits	\$22,112.00	\$18,333.55	\$0.00	\$3,778.45
Professional Development	\$15.00	\$478.00	\$0.00	(\$463.00)
Other Charges	\$5,500.00	\$3,730.45	\$0.00	\$1,769.55
General Supplies and Materials	\$3,378.00	\$3,753.31	\$0.00	(\$375.31)
Function 2400 - Support Services-School Administration	\$98,952.00	\$88,965.46	\$0.00	\$9,986.54
Other Professional/Technical Services	\$88,771.00	\$87,878.04	\$0.00	\$892.96
Advertising	\$455.00	\$450.00	\$0.00	\$5.00
Software	\$12,099.00	\$12,078.14	\$0.00	\$20.86
General Supplies and Materials	\$59.00	\$58.31	\$0.00	\$0.69
Function 2500 - Central Services	\$101,384.00	\$100,464.49	\$0.00	\$919.51
Salaries Expense-Custodian	\$37,133.00	\$28,661.56	\$0.00	\$8,471.44
Stipend- Custodian	\$300.00	\$0.00	\$0.00	\$300.00
Employee Benefits	\$13,881.00	\$11,445.97	\$0.00	\$2,435.03
Other Charges	\$41,223.00	\$35,389.05	\$0.00	\$5,833.95
Electricity	\$26,029.00	\$25,730.18	\$0.00	\$298.82
Natural Gas (Buildings)	\$4,354.00	\$3,374.36	\$0.00	\$979.64
Communication Services	\$7,230.00	\$6,327.48	\$0.00	\$902.52
Renting Land and Buildings	\$106,210.00	\$96,357.88	\$0.00	\$9,852.12
Rentals of Computers and Related Equipment	\$14,164.00	\$1,874.85	\$0.00	\$12,289.15
Property Liability Insurance	\$32,712.00	\$32,712.00	\$0.00	\$0.00
Other Contract Services	\$0.00	\$218.00	\$0.00	(\$218.00)
General Supplies and Materials	\$5,000.00	\$3,646.63	\$0.00	\$1,353.37
""Supply Assets (\$5,000 or less)""	\$8,127.00	\$452.63	\$0.00	\$7,674.37
Function 2600 - Operation & Maintenance of Plant	\$296,363.00	\$246,190.59	\$0.00	\$50,172.41
Salaries Expense-Food Service Coordinator	\$380.00	\$0.00	\$0.00	\$380.00
Function 3100 - Food Services Operations	\$380.00	\$0.00	\$0.00	\$380.00
Fund 11000 - Operational	\$2,625,291.00	\$2,135,245.94	\$0.00	\$490,045.06
<u>Pupil Transportation-13000</u>				
Transportation Contractors	\$547.00	\$547.00	\$0.00	\$0.00
Fund 13000 - Pupil Transportation	\$547.00	\$547.00	\$0.00	\$0.00
<u>Instructional Materials-14000</u>				
Instructional Materials Cash - 50% Textbooks	\$4,636.00	\$4,636.00	\$0.00	\$0.00
Fund 14000 - Instructional Materials	\$4,636.00	\$4,636.00	\$0.00	\$0.00
<u>USDA Fund-21000</u>				
Food	\$6,070.00	\$0.00	\$0.00	\$6,070.00
Fund 21000 - USDA Food Reimbursement	\$6,070.00	\$0.00	\$0.00	\$6,070.00
<u>Activities-23000</u>				
Other Charges	\$5,000.00	\$924.92	\$0.00	\$4,075.08
Student Travel	\$5,000.00	\$638.62	\$0.00	\$4,361.38
General Supplies and Materials	\$28,071.00	\$12,569.74	\$0.00	\$15,501.26
General Supplies and Materials	\$0.00	\$1,209.00	\$0.00	(\$1,209.00)
Fund 23000 - Activities	\$38,071.00	\$15,342.28	\$0.00	\$22,728.72
<u>Title I-24101</u>				
Professional Development	\$9,000.00	\$539.40	\$0.00	\$8,460.60
General Supplies and Materials	\$500.00	\$0.00	\$0.00	\$500.00
Function 1000 - Instruction	\$9,500.00	\$539.40	\$0.00	\$8,960.60
Salaries Expense-Coordinator	\$39,795.00	\$39,795.00	\$0.00	\$0.00
General Supplies and Materials	\$500.00	\$0.00	\$0.00	\$500.00
Function 2100 - Support Services-Students	\$40,295.00	\$39,795.00	\$0.00	\$500.00
Fund 24101 - Title I	\$49,795.00	\$40,334.40	\$0.00	\$9,460.60

Sandoval Academy of Bilingual Education
Expenditure Report
Expenditure Report as of June 30, 2022

IDEA-B-24106

Salaries Expense	\$58,128.00	\$48,938.72	\$0.00	\$9,189.28
Employee Benefits	\$0.00	\$7,949.74	\$0.00	(\$7,949.74)
Function 1000 - Instruction	\$58,128.00	\$56,888.46	\$0.00	\$1,239.54
Speech Therapists - Contracted	\$12,500.00	\$0.00	\$0.00	\$12,500.00
Specialists - Contracted	\$0.00	\$5,619.90	\$0.00	(\$5,619.90)
Function 2100 - Support Services-Students	\$12,500.00	\$5,619.90	\$0.00	\$6,880.10
Fund 24106 - IDEA-B	\$70,628.00	\$62,508.36	\$0.00	\$8,119.64

Title II-24154

Professional Development	\$14,794.00	\$325.34	\$0.00	\$14,468.66
Function 1000 - Instruction	\$14,794.00	\$325.34	\$0.00	\$14,468.66
Professional Development	\$7,363.00	\$1,152.46	\$0.00	\$6,210.54
Function 2400 - Support Services-School Administration	\$7,363.00	\$1,152.46	\$0.00	\$6,210.54
Fund 24154 - Title II	\$22,157.00	\$1,477.80	\$0.00	\$20,679.20

Student Support Academic Achievement-24189

Professional Development	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Other Contract Services	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Software	\$1,000.00	\$0.00	\$0.00	\$1,000.00
General Supplies and Materials	\$2,250.00	\$0.00	\$0.00	\$2,250.00
Function 1000 - Instruction	\$8,250.00	\$0.00	\$0.00	\$8,250.00
Salaries Expense-Coordinator	\$21,150.00	\$13,912.81	\$0.00	\$7,237.19
Function 2100 - Support Services-Students	\$21,150.00	\$13,912.81	\$0.00	\$7,237.19
Fund 24189 - Student Supp Academic Achievement	\$29,400.00	\$13,912.81	\$0.00	\$15,487.19

CARES Act-24301

Other Professional/Technical Services	\$1,163.00	\$1,163.00	\$0.00	\$0.00
Fund 24301 - CARES Act	\$1,163.00	\$1,163.00	\$0.00	\$0.00

CRRSA-24308

Professional Development	\$10,000.00	\$743.00	\$0.00	\$9,257.00
Other Professional/Technical Services	\$1,000.00	\$612.00	\$0.00	\$388.00
Other Charges	\$4,900.00	\$4,900.00	\$0.00	\$0.00
Other Instructional Materials	\$3,000.00	\$0.00	\$0.00	\$3,000.00
Software	\$0.00	\$10,244.42	\$0.00	(\$10,244.42)
General Supplies and Materials	\$11,270.00	\$12,982.00	\$0.00	(\$1,712.00)
""Supply Assets (\$5,000 or less)""	\$28,357.00	\$28,356.70	\$0.00	\$0.30
Function 1000 - Instruction	\$58,527.00	\$57,838.12	\$0.00	\$688.88
Salaries Expense-Student Support	\$1,812.00	\$0.00	\$0.00	\$1,812.00
Other Professional/Technical Services	\$39,094.00	\$24,525.59	\$0.00	\$14,568.41
General Supplies and Materials	\$0.00	\$1,440.00	\$0.00	(\$1,440.00)
Function 2100 - Support Services-Students	\$40,906.00	\$25,965.59	\$0.00	\$14,940.41
General Supplies and Materials	\$5,000.00	\$5,000.00	\$0.00	\$0.00
Function 2200 - Support Services-Instruction	\$5,000.00	\$5,000.00	\$0.00	\$0.00
Other Charges	\$1,710.00	\$1,709.05	\$0.00	\$0.95
Function 2400 - Support Services-School Administration	\$1,710.00	\$1,709.05	\$0.00	\$0.95
Salaries Expense	\$47,034.00	\$0.00	\$0.00	\$47,034.00
Function 2500 - Central Services	\$47,034.00	\$0.00	\$0.00	\$47,034.00
Other Charges	\$3,000.00	\$2,140.63	\$0.00	\$859.37
General Supplies and Materials	\$4,672.00	\$5,704.67	\$0.00	(\$1,032.67)
""Supply Assets (\$5,000 or less)""	\$11,508.00	\$0.00	\$0.00	\$11,508.00
Function 2600 - Operation & Maintenance of Plant	\$19,180.00	\$7,845.30	\$0.00	\$11,334.70
Fund 24308 - CRRSA, ESSR II	\$172,357.00	\$98,358.06	\$0.00	\$73,998.94

Air Quality Grant-24316

General Supplies and Materials	\$3,184.00	\$3,184.00	\$0.00	\$0.00
Fund 24316 - Air Quality Grant	\$3,184.00	\$3,184.00	\$0.00	\$0.00

Sandoval Academy of Bilingual Education
Expenditure Report
Expenditure Report as of June 30, 2022

ARP-24330

Salaries Expense-Teacher	\$35,998.00	\$0.00	\$0.00	\$35,998.00
Salaries Expense-Tutor	\$40,995.00	\$7,817.44	\$0.00	\$33,177.56
Salaries Expense-EA	\$0.00	\$6,369.93	\$0.00	(\$6,369.93)
Stipend-Teacher	\$30,000.00	\$0.00	\$0.00	\$30,000.00
Employee Benefits	\$0.00	\$1,439.89	\$0.00	(\$1,439.89)
Professional Development	\$0.00	\$6,500.00	\$0.00	(\$6,500.00)
General Supplies and Materials	\$0.00	\$4,608.64	\$0.00	(\$4,608.64)
""Supply Assets (\$5,000 or less)""	\$55,000.00	\$67,774.71	\$0.00	(\$12,774.71)
Function 1000 - Instruction	\$161,993.00	\$94,510.61	\$0.00	\$67,482.39
Salaries Expense- Social Worker/Counselor	\$40,000.00	\$0.00	\$0.00	\$40,000.00
Stipend-Social Worker/Counselor	\$11,990.00	\$0.00	\$0.00	\$11,990.00
Other Professional/Technical Services	\$55,998.00	\$0.00	\$0.00	\$55,998.00
Function 2100 - Support Services-Students	\$107,988.00	\$0.00	\$0.00	\$107,988.00
Legal	\$18,100.00	\$0.00	\$0.00	\$18,100.00
Function 2300 - Support Services-General Administration	\$18,100.00	\$0.00	\$0.00	\$18,100.00
Other Contract Services	\$2,763.00	\$1,741.50	\$0.00	\$1,021.50
General Supplies and Materials	\$445.00	\$441.60	\$0.00	\$3.40
""Supply Assets (\$5,000 or less)""	\$10,261.00	\$10,260.26	\$0.00	\$0.74
Function 2600 - Operation & Maintenance of Plant	\$13,469.00	\$12,443.36	\$0.00	\$1,025.64
Transportation Contractors	\$58,431.00	\$36,331.00	\$0.00	\$22,100.00
Function 2700 - Student Transportation	\$58,431.00	\$36,331.00	\$0.00	\$22,100.00
Fund 24330 - ESSR III ARP	\$359,981.00	\$143,284.97	\$0.00	\$216,696.03

Medicaid-25153

Specialists - Contracted	\$24,576.00	\$0.00	\$0.00	\$24,576.00
Fund 25153 - Title XIX MEDICAID 3/21 Years	\$24,576.00	\$0.00	\$0.00	\$24,576.00

2012 GOB Student Library SB-66-27107

Library and Audio-Visual	\$5,864.00	\$0.00	\$0.00	\$5,864.00
Fund 27107 - 2012 GOB Student Library SB-66	\$5,864.00	\$0.00	\$0.00	\$5,864.00

Instructional Materials-GAA- 27109

Instructional Materials Cash - 50% Textbooks	\$1,402.00	\$1,402.00	\$0.00	\$0.00
Fund 27109 - Instructional Materials - GAA of 2019	\$1,402.00	\$1,402.00	\$0.00	\$0.00

Extended Learning Transportation-27153

Transportation Contractors	\$869.00	\$869.00	\$0.00	\$0.00
Fund 27153 - Extended Learning Transportation	\$869.00	\$869.00	\$0.00	\$0.00

Open SciEd Expansion Initiative- 27202

General Supplies and Materials	\$1,700.00	\$1,700.00	\$0.00	\$0.00
Fund 27202 - Open SciEd Expansion Initiative	\$1,700.00	\$1,700.00	\$0.00	\$0.00

PSCOC-31200

Renting Land and Buildings	\$158,546.00	\$158,546.00	\$0.00	\$0.00
Fund 31200 - PSCOC Lease Reimbursement	\$158,546.00	\$158,546.00	\$0.00	\$0.00

SB-9 Local- 31701

County Tax Collection Costs	\$700.00	\$620.57	\$0.00	\$79.43
Function 2300 - Support Services-General Administration	\$700.00	\$620.57	\$0.00	\$79.43
""Supply Assets (\$5,000 or less)""	\$120,309.00	\$6,321.34	\$0.00	\$113,987.66
Function 4000 - Capital Outlay	\$120,309.00	\$6,321.34	\$0.00	\$113,987.66
Fund 31701 - SB-9 Local	\$121,009.00	\$6,941.91	\$0.00	\$114,067.09

SB-9 State Match Cash-31703

""Supply Assets (\$5,000 or less)""	\$28,027.00	\$0.00	\$0.00	\$28,027.00
Fund 31703 - SB-9 State Match Cash	\$28,027.00	\$0.00	\$0.00	\$28,027.00
Grand Total	\$3,725,273.00	\$2,689,453.53	\$0.00	\$1,035,819.47

Sandoval Academy of Bilingual Education

Cleared Checks

Cleared Checks as of June 30, 2022

Last Reconciled	Beginning Balance	Statement Date	Ending Balance		
5/31/2022	\$784,164.06	06/30/2022	\$847,573.44		
Date	Source Document	Item Number	Description	Deposit	Withdrawal
5/19/2022	APV22-038	2155	Accountability and Compliance Resources LLC		\$340.60
5/19/2022	APV22-038	2157	Association of Two-Way Dual Language Educ.		\$575.00
5/19/2022	APV22-038	2162	Jackie Rodriguez		\$350.96
5/19/2022	APV22-038	2164	NMABE State Spanish Spelling Bee		\$150.00
6/1/2022	06-001	06-001	8th Grade Promotion Dinner	\$162.00	
6/1/2022	06-002	06-002	Photo Commission	\$356.63	
6/2/2022	PVM22-138		Wells Fargo		\$51,970.10
6/3/2022	PVM22-139		Wells Fargo		\$30,097.75
6/6/2022	06-003	06-003	USDA March 2022 SCA	\$9,755.00	
6/8/2022	06-004	06-004	Medicaid; CRRSA RfR	\$11,178.64	
6/8/2022	PVM22-140		Internal Revenue Service		\$30,670.23
6/8/2022	PVM22-143		AFLAC		\$24.96
6/9/2022	06-005	06-005	PSCOC Q4 FY2022	\$39,636.50	
6/10/2022	PVM22-141		NMRHCA		\$2,674.93
6/10/2022	PVM22-144		NMPSIA		\$15,201.76
6/13/2022	00009322	00009322	CASC June 2022		\$195.16
6/13/2022	06-006	06-006	Medicaid; CARES Act RfR	\$1,758.28	
6/14/2022	APV22-039	2168	Amazon.com, Inc.		\$690.27
6/14/2022	APV22-039	2169	American Reading Company		\$7,200.00
6/14/2022	APV22-039	2170	AquaPhoenix Scientific		\$2,140.00
6/14/2022	APV22-039	2171	Barnes & Noble Booksellers, Inc.		\$147.80
6/14/2022	APV22-039	2172	Centurylink		\$229.16
6/14/2022	APV22-039	2173	Cooperative Educational Services		\$7,950.41
6/14/2022	APV22-039	2174	Charter School Nursing Services		\$1,396.98
6/14/2022	APV22-039	2175	Cognia Inc.		\$374.08
6/14/2022	APV22-039	2176	Extra Space Management		\$183.00
6/14/2022	APV22-039	2177	Fiber Platform LLC		\$100.98
6/14/2022	APV22-039	2178	Fulcrum Building, LLC		\$25,300.11
6/14/2022	APV22-039	2179	Gorman Industries Inc.		\$611.05
6/14/2022	APV22-039	2180	HDSupply		\$358.32
6/14/2022	APV22-039	2181	Herrera Coaches Inc.		\$5,835.62
6/14/2022	APV22-039	2182	Hot Tamales		\$718.74
6/14/2022	APV22-039	2183	Jackie Rodriguez		\$215.75
6/14/2022	APV22-039	2185	NM Natural History Museum		\$45.00
6/14/2022	APV22-039	2186	Power-On Technology Services		\$1,348.44
6/14/2022	APV22-039	2187	Southwest Copy Systems- Equipment		\$169.24
6/14/2022	APV22-039	2188	Southwest Copy Systems-Service		\$351.21
6/14/2022	APV22-039	2189	The Vigil Group, LLC		\$5,339.64
6/14/2022	APV22-039	2190	Verizon Wireless/Straight Talk		\$207.76
6/15/2022	06-007	06-007	SB-9	\$17,143.04	
6/15/2022	APV22-040	2191	Tech to school		\$218.00
6/15/2022	PVM22-145		NMERB		\$22,728.84
6/17/2022	PVM22-146		Wells Fargo		\$28,799.82
6/22/2022	PVM22-147		Internal Revenue Service		\$8,529.60
6/23/2022	APV22-041	2194	NM Human Services Dept.		\$21.76
6/27/2022	06-008	06-008	SB-9 Cash match	\$11,194.35	
6/27/2022	06-009	06-009	SEG June 2022	\$121,439.01	
6/27/2022	PVM22-148		New Mexico Taxation & Revenue Department		\$2,031.29
6/30/2022	06-010	06-010	ARP RfR	\$133,986.57	
6/30/2022	06-011	06-011	Medicaid Reimbursement	\$734.58	
6/30/2022	PVM22-149		Wells Fargo		\$28,440.90
Sub Total				\$347,344.60	\$283,935.22

Sandoval Academy of Bilingual Education
Accounts Payable Payroll Liabilities
Bank Register Report as of June 30, 2022

Bank	Account Number					
Wells Fargo						
Date	Number	Type	Payee/From	Status	Deposit	Withdrawal
6/1/2022	06-001	Cash Receipt	8th Grade Promotion Dinner	Non-Void	\$162.00	
6/1/2022	06-002	Cash Receipt	Photo Commission	Non-Void	\$356.63	
6/2/2022		Payroll Liability Check	Wells Fargo	Non-Void		\$51,970.10
6/3/2022		Payroll Liability Check	Wells Fargo	Non-Void		\$30,097.75
6/6/2022	06-003	Cash Receipt	USDA March 2022 SCA	Non-Void	\$9,755.00	
6/8/2022		Payroll Liability Check	AFLAC	Non-Void		\$24.96
6/8/2022		Payroll Liability Check	Internal Revenue Service	Non-Void		\$30,670.23
6/8/2022	06-004	Cash Receipt	Medicaid; CRRSA RfR	Non-Void	\$11,178.64	
6/9/2022	06-005	Cash Receipt	PSCOC Q4 FY2022	Non-Void	\$39,636.50	
6/10/2022		Payroll Liability Check	NMPSIA	Non-Void		\$15,201.76
6/10/2022		Payroll Liability Check	NMRHCA	Non-Void		\$2,674.93
6/13/2022	00009322	Journal Entry	CASC June 2022	Non-Void		\$195.16
6/13/2022	06-006	Cash Receipt	Medicaid; CARES Act RfR	Non-Void	\$1,758.28	
6/14/2022	2168	AP Warrant	Amazon.com, Inc.	Non-Void		\$690.27
6/14/2022	2169	AP Warrant	American Reading Company	Non-Void		\$7,200.00
6/14/2022	2170	AP Warrant	AquaPhoenix Scientific	Non-Void		\$2,140.00
6/14/2022	2171	AP Warrant	Barnes & Noble Booksellers, Inc.	Non-Void		\$147.80
6/14/2022	2172	AP Warrant	Centurylink	Non-Void		\$229.16
6/14/2022	2173	AP Warrant	Cooperative Educational Services	Non-Void		\$7,950.41
6/14/2022	2174	AP Warrant	Charter School Nursing Services	Non-Void		\$1,396.98
6/14/2022	2175	AP Warrant	Cognia Inc.	Non-Void		\$374.08
6/14/2022	2176	AP Warrant	Extra Space Management	Non-Void		\$183.00
6/14/2022	2177	AP Warrant	Fiber Platform LLC	Non-Void		\$100.98
6/14/2022	2178	AP Warrant	Fulcrum Building, LLC	Non-Void		\$25,300.11
6/14/2022	2179	AP Warrant	Gorman Industries Inc.	Non-Void		\$611.05
6/14/2022	2180	AP Warrant	HDSupply	Non-Void		\$358.32
6/14/2022	2181	AP Warrant	Herrera Coaches Inc.	Non-Void		\$5,835.62
6/14/2022	2182	AP Warrant	Hot Tamales	Non-Void		\$718.74
6/14/2022	2183	AP Warrant	Jackie Rodriguez	Non-Void		\$215.75
6/14/2022	2184	AP Warrant	Kesselman- Jones Inc.	Non-Void		\$99.00
6/14/2022	2185	AP Warrant	NM Natural History Museum	Non-Void		\$45.00
6/14/2022	2186	AP Warrant	Power-On Technology Services	Non-Void		\$1,348.44
6/14/2022	2187	AP Warrant	Southwest Copy Systems- Equipment	Non-Void		\$169.24
6/14/2022	2188	AP Warrant	Southwest Copy Systems-Service	Non-Void		\$351.21
6/14/2022	2189	AP Warrant	The Vigil Group, LLC	Non-Void		\$5,339.64
6/14/2022	2190	AP Warrant	Verizon Wireless/Straight Talk	Non-Void		\$207.76
6/15/2022		Payroll Liability Check	NMERB	Non-Void		\$22,728.84
6/15/2022	06-007	Cash Receipt	SB-9	Non-Void	\$17,143.04	
6/15/2022	2191	AP Warrant	Tech to school	Non-Void		\$218.00
6/17/2022		Payroll Liability Check	Wells Fargo	Non-Void		\$28,799.82
6/17/2022	2192	Paycheck	Lara, Richard	Non-Void		\$22.51
6/22/2022		Payroll Liability Check	Internal Revenue Service	Non-Void		\$8,529.60
6/23/2022	00009228	Journal Entry	Void Warrant: 2196; Reversing Disbursement for Voucher: APV22-042, APV22-042, Vendor: Fulcrum Building, LLC	Void	\$25,300.11	
6/23/2022	2193	AP Warrant	Dual Language Education of New Mexico	Non-Void		\$3,000.00
6/23/2022	2194	AP Warrant	NM Human Services Dept.	Non-Void		\$21.76
6/23/2022	2195	AP Warrant	The Kennedy Center Education Division	Non-Void		\$75.00
6/23/2022	2196	AP Warrant	Fulcrum Building, LLC	Void		\$25,300.11
6/27/2022		Payroll Liability Check	New Mexico Taxation & Revenue Department	Non-Void		\$2,031.29
6/27/2022	06-008	Cash Receipt	SB-9 Cash match	Non-Void	\$11,194.35	
6/27/2022	06-009	Cash Receipt	SEG June 2022	Non-Void	\$121,439.01	
6/30/2022		Payroll Liability Check	Wells Fargo	Non-Void		\$28,440.90
6/30/2022	06-010	Cash Receipt	ARP RfR	Non-Void	\$133,986.57	
6/30/2022	06-011	Cash Receipt	Medicaid Reimbursement	Non-Void	\$734.58	
6/30/2022	2197	AP Warrant	Cooperative Educational Services	Non-Void		\$1,636.86
6/30/2022	2198	AP Warrant	Insect Lore	Non-Void		\$68.93
6/30/2022	2199	AP Warrant	Jackie Rodriguez	Non-Void		\$321.47
6/30/2022	2200	AP Warrant	Teachers Pay Teachers	Non-Void		\$100.00
6/30/2022	2201	AP Warrant	The Vigil Group, LLC	Non-Void		\$5,339.64
6/30/2022	2202	AP Warrant	Wisconsin Center for Ed. Research	Non-Void		\$928.03
6/30/2022	2203	AP Warrant	Verizon Wireless/Straight Talk	Non-Void		\$207.76
Sub Total					\$372,644.71	\$319,617.97
Grand Total					\$372,644.71	\$319,617.97

Sandoval Academy of Bilingual Education
Payroll Register
Payroll Register Report as of June 30, 2022

Wages/Deductions	Employer Amt.	Employee Amt.	
Net Wages	\$0.00	\$110,890.18	28 Employees
AFLAC - -A/T	\$0.00	\$24.96	
Basic Life	\$131.50	\$0.00	
BCBS High	\$2,698.06	\$1,798.74	
BCBS Low	\$346.82	\$231.20	
Davis Vision	\$78.88	\$49.95	
Davis Vision-Supplemental	\$4.24	\$2.83	
Delta Dental High	\$128.46	\$85.65	
Delta Dental High Supplemental	\$25.66	\$17.11	
Delta Dental Low	\$8.58	\$5.74	
Dental High United Concordia	\$241.12	\$156.00	
Dental Low United Concordia	\$19.32	\$9.32	
ERB	\$23,269.54	\$16,434.58	
ERB Less 24 K	\$2,214.85	\$1,154.93	
ERB- Supplemental	\$0.00	(\$22.50)	
Federal Withholding	\$0.00	\$14,398.85	
FICA	\$10,050.06	\$10,050.06	
Long Term Disability	\$156.86	\$104.66	
Medical Supplemental	\$275.66	\$183.79	
Medicare	\$2,350.43	\$2,350.43	
NMRHCA	\$3,364.29	\$1,682.23	
Pres High	\$4,791.59	\$3,085.06	
Pres Low	\$911.62	\$490.88	
State Unemployment Ins.	\$423.42	\$0.00	
State Withholding - NM	\$0.00	\$4,851.61	
Voluntary Life	\$0.00	\$127.66	
Workers Comp Q2	\$57.50	\$50.00	
Sub Total	\$51,548.46	\$168,213.92	

Sandoval Academy of Bilingual Education
Purchase Order Totals
Purchasing Totals By Vendor Report as of June 30, 2022

Vendor Name	Purchasing Total
Abq Mom	\$269.69
Accountability and Compliance Resources LLC	\$3,406.00
ACES	\$4,828.51
Alb. Airless Repair LLC	\$460.00
Albuquerque Office Systems, LLC	\$551.28
Amazon.com, Inc.	\$3,317.14
American Orff Schulwerk Association	\$329.00
American Reading Company	\$55,250.00
Anderson's Early Childhood-Alphabet U	\$365.43
AquaPhoenix Scientific	\$2,140.00
ASCD	\$478.00
Association of Two-Way Dual Language Educ.	\$575.00
Barnes & Noble Booksellers, Inc.	\$556.94
Brush Ranch River Lodge	\$559.17
Business Printing Service	\$963.00
Centurylink	\$2,494.02
CES	\$80,241.24
Charter Apps	\$895.00
Charter School Nursing Services	\$16,914.82
City of Rio Rancho	\$25.00
Clear Channel Outdoor	\$4,736.47
Clifton Larson Allen, LLP	\$15,857.64
Cognia Inc.	\$374.08
Crista Benavidez- Chispas Performance	\$539.40
Discount School Supply	\$9,225.91
Discovery Education	\$2,476.82
Dual Language Education of New Mexico	\$3,000.00
Emotionally Naked LLC	\$3,500.00
Extra Space Management	\$1,832.00
Fiber Platform LLC	\$1,211.76
Frankies at the Casa Nova	\$360.00
Fulcrum Building, LLC	\$309,008.38
Getty Industrial Training	\$1,440.00
Gorman Industries Inc.	\$14,055.31
Graphic Connection	\$800.00
Great Minds	\$5,724.13
Harris School Solutions	\$12,078.14
HDSupply	\$3,978.56
Heinemann	\$3,004.26
Herrera Coaches Inc.	\$38,385.62
Home Depot	\$486.54
Hot Tamales	\$718.74
ICSS, Inc.	\$100.00
Insect Lore	\$68.93

Sandoval Academy of Bilingual Education
Purchase Order Totals
Purchasing Totals By Vendor Report as of June 30, 2022

Intrado-School Messenger	\$592.28
Jackie Rodriguez	\$4,696.93
Janiking	\$3,882.13
Kesselman- Jones Inc.	\$99.00
Learning Headphones/CK First Enterprises	\$330.00
Mario Martinez	\$161.71
Matthews Fox, P.C.	\$4,095.42
Mealtime/The CLM Group,Inc	\$674.00
New Mexico Public Education Department	\$4,671.03
Nexus E Rate Services LLC	\$4,000.00
NM Human Services Dept.	\$21.76
NM Natural History Museum	\$45.00
NMABE State Spanish Spelling Bee	\$150.00
NMAOSA	\$110.00
NMASBO	\$165.00
NMMEA	\$185.00
NMPSIA-Risk Premium	\$32,712.00
NWEA	\$5,000.00
Pearson Education Inc.	\$2,306.33
Peripole	\$509.58
Power School	\$11,230.17
Power-On Technology Services	\$21,428.05
Public Charter Schools of New Mexico	\$7,230.50
Raptor TEchnologies	\$570.00
Rio Rancho Public Schools	\$50.00
Rio Rancho T-shirts	\$3,182.00
School Fix	\$390.44
School Life	\$84.95
School Outfitters, LLC	\$2,962.17
School Specialty, Inc.	\$400.36
Scripps National Spelling Bee, Inc.	\$182.50
Seesaw	\$797.50
Smore	\$1,709.05
Solution Tree	\$3,445.00
Southwest Copy Systems- Equipment	\$1,874.85
Southwest Copy Systems-Service	\$4,632.79
Sown to Grow	\$3,000.00
Spotify USA Inc.	\$273.00
Staples	\$8,608.47
Teachers Pay Teachers	\$100.00
Tech to School	\$37,291.89
Technology Integration Group	\$70,417.50
The Kennedy Center Education Division	\$75.00
The Vigil Group, LLC	\$64,133.99
United Postal Service	\$290.00

Sandoval Academy of Bilingual Education
Purchase Order Totals
Purchasing Totals By Vendor Report as of June 30, 2022

Vector Solutions-safeschools	\$618.00
Veritiv	\$4,137.76
Verizon Wireless/Straight Talk	\$2,621.70
West Mesa Lock and Safe LLC	\$121.42
West Music Company	\$1,456.24
Wisconsin Center for Ed. Research	\$928.03
World's Finest Chocolate, Inc.	\$9,170.00
	<hr/>
Total	\$935,402.42

Bank Reconciliation

School: **Sandoval Academy of Bilingual Education**
Bank: **Wells Fargo**
Account Description: **Main Checking Account**
Statement Date: **June 30, 2022**

Beginning Balance per bank:	\$	784,164.06
Cleared transactions:	\$	(283,935.22)
Deposits and Credits:	\$	347,344.60
Other bank adjustments	\$	-
	\$	<u>847,573.44</u>
Ending balance per bank		
Plus: Outstanding Deposits	\$	-
Plus: Cleared items prior to entry	\$	-
Less: Outstanding Checks	\$	(11,799.20)
Balance per GL	\$	<u>835,774.24</u>

Sandoval Academy of Bilingual Education
Outstanding Checks
Outstanding Checks as of June 30, 2022

Last Reconciled		Statement Date	
5/31/2022		06/30/2022	
Date	Item Number	Description	Withdrawal
6/14/2022	2184	Kesselman- Jones Inc.	\$99.00
6/17/2022	2192	Lara, Richard	\$22.51
6/23/2022	2193	Dual Language Education of New Mexico	\$3,000.00
6/23/2022	2195	The Kennedy Center Education Division	\$75.00
6/30/2022	2197	Cooperative Educational Services	\$1,636.86
6/30/2022	2198	Insect Lore	\$68.93
6/30/2022	2199	Jackie Rodriguez	\$321.47
6/30/2022	2200	Teachers Pay Teachers	\$100.00
6/30/2022	2201	The Vigil Group, LLC	\$5,339.64
6/30/2022	2202	Wisconsin Center for Ed. Research	\$928.03
6/30/2022	2203	Verizon Wireless/Straight Talk	\$207.76
Sub Total			\$11,799.20

Must submit backup for all BARs,
except transfers of funds for SEG or
direct grants

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 Don Gaspar Santa Fe, NM 87501-2786
Budget Adjustment Request

Doc. ID: 563-000-2122-0040-IB

Fund Type: Flowthrough

Adjustment Type: Initial Budget

Fiscal Year: 2021-2022

Entity Name: Sandoval Academy (SABE)

Adjustment Changes Intent/Scope of Program Yes or No?: No

Contact: Ashley Wolfel, Business Manager

Total Approved Budget (Flowthrough):

Phone: 505-938-7731

Email: ashley@vigilgroup.net

FLOWTHROUGH ONLY	
Budget Period: 07/01/2021	To: 06/30/2022
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Revenue 13000.0000.43104 \$547

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
13000 Pupil Transport ation	2700 Student Transportation	55112 Transportation Contractors	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class		\$547	\$547	
						Sub Total	\$547		
						Indirect Cost			
						DOC. TOTAL	\$547		

Justification:

Per PED Award Letter.

Compliance with Sections 10-15-1 and 22-8-12, NMSA, 1978 Compilation:

A. The requested budget/changes were authorized at a scheduled Board of Education or Governance Council meeting open to the public on:

B. Justification for the transfer: Explanation such as "underbudgeted", "insufficient budget", or "needed to close out Project" ARE NOT ACCEPTABLE. Attach additional sheets if necessary.

ALL TRANSFER BARS MUST NET OUT TO ZERO ON THE DOC. TOTAL LINE.

Must submit backup for all BARs,
except transfers of funds for SEG or
direct grants

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 Don Gaspar Santa Fe, NM 87501-2786
Budget Adjustment Request

Doc. ID: 563-000-2122-0041-M
Fund Type: General Fund / Capital
Outlay / Debt Service
Adjustment Type: Maintenance

Fiscal Year: 2021-2022
Adjustment Changes Intent/Scope of Program Yes or No?: No
Total Approved Budget (Flowthrough):

Entity Name: Sandoval Academy (SABE)
Contact: Ashley Wolfel, Business Manager
Phone: 505-938-7731
Email: ashley@vigilgroup.net

FLOWTHROUGH ONLY

Budget Period: Jul 1 2021 12:00AM **To:** Jun 30 2022 12:00AM

A. Approved Carryover:

B. Total Current Year Allocation:

D. Total Funding Available:

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
11000 Operational	2600 Operation & Maintenance of Plant	54630 Rental - Computers and Related Equipment	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$29,000	(\$10,836)	\$18,164	
11000 Operational	2500 Central Services	53414 Other Services	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$83,971	\$800	\$84,771	
11000 Operational	2500 Central Services	56118 General Supplies and Materials	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$29	\$30	\$59	
11000 Operational	2600 Operation & Maintenance of Plant	53711 Other Charges	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$40,000	\$1,223	\$41,223	
11000 Operational	2600 Operation & Maintenance of Plant	54411 Electricity	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$20,000	\$6,029	\$26,029	
11000 Operational	2600 Operation & Maintenance of Plant	54412 Natural Gas (Buildings)	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$1,600	\$2,754	\$4,354	
						Sub Total	\$0		
						Indirect Cost			
						DOC. TOTAL	\$0		

Justification:

To adjust budget to match anticipated expenditures.

Compliance with Sections 10-15-1 and 22-8-12, NMSA, 1978 Compilation:

A. The requested budget/changes were authorized at a scheduled Board of Education or Governance Council meeting open to the public on:

B. Justification for the transfer: Explanation such as "underbudgeted", "insufficient budget", or "needed to close out Project" ARE NOT ACCEPTABLE. Attach additional sheets if necessary.

ALL TRANSFER BARS MUST NET OUT TO ZERO ON THE DOC. TOTAL LINE.

Must submit backup for all BARs,
except transfers of funds for SEG or
direct grants

STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 Don Gaspar Santa Fe, NM 87501-2786
Budget Adjustment Request

Doc. ID: 563-000-2122-0042-M
Fund Type: General Fund / Capital
Outlay / Debt Service
Adjustment Type: Maintenance

Fiscal Year: 2021-2022

Entity Name: Sandoval Academy (SABE)

Adjustment Changes Intent/Scope of Program Yes or No?: No

Contact: Ashley Wolfel, Business Manager

Total Approved Budget (Flowthrough):

Phone: 505-938-7731

Email: ashley@vigilgroup.net

FLOWTHROUGH ONLY

Budget Period: Jul 1 2021 12:00AM

To: Jun 30 2022 12:00AM

A. Approved Carryover:

B. Total Current Year Allocation:

D. Total Funding Available:

Fund	Function	Object	Program	Location	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
11000 Operational	2600 Operation & Maintenance of Plant	54630 Rental - Computers and Related Equipment	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$18,164	(\$4,000)	\$14,164	
11000 Operational	2500 Central Services	53414 Other Services	0000 No Program	563001 Sandoval Academy (SABE)	0000 No Job Class	\$84,771	\$4,000	\$88,771	
Sub Total							\$0		
Indirect Cost									
DOC. TOTAL							\$0		

Justification:

To adjust budget to match anticipated expenditures.

Compliance with Sections 10-15-1 and 22-8-12, NMSA, 1978 Compilation:

A. The requested budget/changes were authorized at a scheduled Board of Education or Governance Council meeting open to the public on:

B. Justification for the transfer: Explanation such as "underbudgeted", "insufficient budget", or "needed to close out Project" ARE NOT ACCEPTABLE. Attach additional sheets if necessary.

ALL TRANSFER BARS MUST NET OUT TO ZERO ON THE DOC. TOTAL LINE.

13 FLEET SERVICE CONTRACT (FORM)

THIS AGREEMENT is made and entered into as this 3rd day of June,
Sandoval Academy of Bilingual Education
20 22, by and between _____ hereinafter called "**BOARD**"
(local board of education)
and Herrera Coaches Inc. herein after referred to as "**CONTRACTOR.**"
(contractor)

W I T N E S E T H:

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 hereinafter contained, the parties agree as follows:
[12-31-98]

13.1 TERM

The term of this agreement shall commence July 1, 2022 and shall continue through June 30, 2023. This contract may be renewed annually thereafter on the same terms and conditions at the option of the **BOARD**. [12-31-98]

13.2 SCOPE OF SERVICES

a. **CONTRACTOR** shall, during the term of the agreement supply the buses listed on Appendix A incorporated herein by reference and shall maintain such number of school buses specified to provide transportation services to the **BOARD** consistent with the terms of this contract.

b. **CONTRACTOR** shall, provide for the efficient management of the transportation services as set forth herein. **CONTRACTOR** shall advise the **BOARD** of the name(s), address(s), and phone number(s) of individual(s) designated as responsible for the management of services.

c. **CONTRACTOR** shall provide for the to-and-from transportation of students in grades kindergarten through twelve who attend school within the school district, of three and four year old children who meet the Secretary of Education approved criteria and definition of developmentally disabled, and for the transportation of students to and from their regular attendance centers and vocational programs approved by the Public Education Department.

d. Transportation services shall be provided for 180 school days in accordance with bus routes and schedules agreed to under the terms of this contract. For each day that a bus is not operated, the compensation paid the **CONTRACTOR** shall be decreased by 1/180th of the total compensation for services provided in paragraph 3.a of this contract.

e. **CONTRACTOR** shall comply with all federal and state laws, regulations, policies and directives of the **BOARD**.

[12-31-98]

13.3 COMPENSATION

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 for purchase allowance/rental fees, and \$ 55,800.00 for services herein for a total of \$ 55,800.00 to be paid in consecutive monthly installments as follows: 10 equal installments of \$ 5,580.00 each, and a final installment of \$ 0, commencing on the 1st day of August, 20 22.

b. The compensation payable pursuant to this contract is subject to adjustment by the **BOARD** for route changes, the addition of to-and-from buses approved by the Public Education Department, or changes in the provision of services. Contract amendments required; as a result of such adjustments shall be approved by the **BOARD**.

c. This contract may be further adjusted or payments withheld where audits or investigations by the **BOARD** or Public Education Department verify overpayments, underpayment, or expenditures in violation of state laws or regulations or the terms of this contract.

d. The terms of this contract are contingent upon sufficient legislative appropriations for to-and-from transportation and authorization of the appropriation. [12-31-98]
[12-31-98]

13.4 FUEL

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

13.5 OPERATION AND MAINTENANCE

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

13.6 SALARIES

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

13.7 ROUTES AND SCHEDULES

- a. **CONTRACTOR** shall operate the bus(es) according to the routes approved by the **BOARD**. The **BOARD** on the basis of safety, efficiency and economy shall approve such routes.
- b. On the 40th day of the school year, **CONTRACTOR** shall furnish **BOARD** a complete route map and roster of eligible students who are transported. Additional reports shall be submitted as follows:
- c. The **BOARD** reserves the right to modify the routes consistent with the terms of this contract, should circumstances require such modifications. The superintendent or designee may modify stops and time schedules as required. The **CONTRACTOR** shall be notified in writing by the **BOARD**'s superintendent or designee when changes are necessary, and **CONTRACTOR** shall adjust its operations to incorporate such changes.
[12-31-98]

13.8 RECORDS AND REPORTS

- a. All records required by state law or regulations shall be subject to inspections and audits by the Public Education Department, the Office of the State Auditor, and any auditor designated to conduct such inspections or audits. The Public Education Department and the State Auditor shall have the right to audit both before and after payment, and payment under this contract shall not foreclose the right of the **BOARD** to recover excessive or illegal payments.

b. The **CONTRACTOR** shall complete Appendix B, incorporated herein by reference, and shall submit annually a final expenditure report for fuel, operation and maintenance, and salary and benefits on forms provided by the Public Education Department.

c. The **CONTRACTOR** shall make such reports as may be required by the **BOARD** or the Public Education Department. Failure to make required reports on time and with accuracy shall be considered a breach of contract and shall be cause to adjust payments or withhold payments until reporting requirements are met. [12-31-98]

13.9 INDEMNIFICATION

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

13.10 INSURANCE

a. The **BOARD** shall provide automobile liability coverage to the **CONTRACTOR**, which includes bodily injury, property damage, and physical damage for all buses under contract to the **BOARD**. The terms, conditions and limits of coverage shall be in accordance with that provided by the New Mexico Public Schools Insurance Authority or any other coverage provided by the local **BOARD** and allowed by statute.

b. The **CONTRACTOR** shall carry Worker's Compensation insurance as statutorily required by the State of New Mexico and shall provide evidence of Insurance to the **BOARD**. [12-31-98]

13.11 INCLEMENT WEATHER AND SCHOOL CLOSINGS

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

13.12 SAFETY

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

13.13 OPERATION/PERSONNEL/DRIVER QUALIFICATIONS

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

b. **CONTRACTOR** shall ensure that employees meet training requirements set forth by federal and state law, Secretary of Education regulations and **BOARD** policies and shall assume the cost of training for drivers and bus assistants.

c. **CONTRACTOR** shall establish rules, which prohibit the driver from smoking on the bus or driving under the influence of drugs or alcohol while operating any bus.

d. **CONTRACTOR** shall comply with federal laws and regulations for drug and alcohol testing and shall provide to the **BOARD** verification of compliance.

e. **CONTRACTOR** shall be responsible for hiring and discharging personnel employed by **CONTRACTOR** to perform its obligations hereunder; provided, however, that the **BOARD** shall have the right to require **CONTRACTOR** to remove from service under this agreement any employee whose performance is, in good faith, deemed by the **BOARD** unsuitable to the provision of transportation services for **BOARD**; and provided further that **BOARD** shall provide the **CONTRACTOR** such notification in writing and provide justification for its determination.

f. **CONTRACTOR** shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of **BOARD**. [12-31-98]

13.14 TERMINATION OF CONTRACT BY BOARD

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

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

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

b. The notice shall also specify a time and place at which the **BOARD** will hold a hearing on the charges made against the **CONTRACTOR** which hearing shall not be more than ten (10) calendar days after service of the notice upon the **CONTRACTOR**.

c. The **CONTRACTOR** shall have the right to appear and be represented by legal counsel, to be heard, and to call witnesses in his/her own behalf.

d. The **BOARD** shall have the power to suspend the **CONTRACTOR** pending a hearing on the charges.

e. The decision of the **BOARD** shall be final and conclusive, subject only to the approval of the State Transportation Director.

f. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The **DISTRICT** shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the **DISTRICT** an amount equal to the value calculated.

g. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase, with the approval of the **CONTRACTOR**, all said buses at their appraised value.
[12-31-98]

13.15 TERMINATION OF CONTRACT BY CONTRACTOR

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

a. The **CONTRACTOR** shall serve a written notice upon the **BOARD** in person or by registered or certified mail, with a copy of such notice provided to the State Transportation Director, specifying the reason for cancellation.

b. The notice shall also specify the date at which such cancellation shall be effective, but not less than sixty (60) calendar days after the service of notice.

c. Cancellation of the contract shall be effective only after the **BOARD** grants written consent and notice provided to the State Transportation Director.

d. This contract shall not be assigned to another individual or corporation.

e. In the event that this contract is terminated, the Secretary of Education shall calculate the remaining number of years that the bus could be used based on a twelve-year replacement cycle and calculate a value reflecting that use. The DISTRICT shall deduct an amount equal to that value from any remaining amount due on the contract. If no balance remains on the contract, the **CONTRACTOR** shall reimburse the DISTRICT an amount equal to the value calculated.

f. In the event that this contract is terminated, the buses owned by the **CONTRACTOR** and used pursuant to the terms of this contract as set forth in Appendix A herein shall be appraised by three qualified appraisers appointed by the **BOARD** and approved by the State Transportation Director. The operator succeeding to the contract shall purchase with the approval of the **CONTRACTOR** all said buses at their appraised value.

IN WITNESS WHEREOF we have set our hands and seals.

BOARD OF EDUCATION

BY: _____ PRESIDENT

ATTEST: _____ SECRETARY

Angela Lussier
[12-31-98] _____ CONTRACTOR

13.16

Appendix A (part I)

FLEET CONTRACT

[illegible]

[12-31-98]

13.17

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

2022 - 2023 SCHOOL YEAR

This contract approved by the Sandoval Academy of Bilingual Education
(BOARD)
 on JUNE / 3 / 2022 for HERRERA COACHES INC
(CONTRACTOR)

to operate _____ 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:	\$ <u>0</u>
II. TRANSPORTATION SERVICES: (Estimated Budget)	
a. Fuel	\$ <u>10,000.00</u>
b. Operation & Maintenance and All other expenses	\$ <u>15,800.00</u>
c. Salary and Benefits	\$ <u>30,000.00</u>
Total Transportation Services	\$ <u>55,800.00</u>
III. Total Estimated Budget [12-31-98]	\$ <u>55,800.00</u>



BACKGROUND CHECKS AND EMPLOYMENT HISTORY POLICY AND PROCEDURE

SECTION 1.

PURPOSE: To comply with NMSA 1978, §22-10A-5 (2019), and §22-10A-__ /HB128 (2021). These laws require Governing Bodies of public schools to adopt policies and procedures for obtaining and reviewing applicant employment histories, and background checks on applicants who have been offered employment, or who apply to be a volunteer, or who provide services to the School as a contractor or contractor's employee, who may have unsupervised contact with children or students on School premises or during School-sponsored events, including but not limited to online learning, and to address application, review, and reporting requirements.

SECTION 2.

POLICY STATEMENT. The School is committed to ensuring that its academic and related programs are staffed with qualified employees, competent volunteers, and ethical contractors. It is committed to providing a safe and secure working and learning environment for employees, students, visitors, and others doing business with our School. Further, this policy is adopted to ensure protection of the School's property and other interests. To that end School Administration will obtain applicant Employment histories and complete a Background Check as set forth herein to safeguard our School community from individuals who have a history of ethical misconduct and/or criminal conduct of a nature that may present an unreasonable risk of harm to our School community.

SECTION 3.

PERSONS AFFECTED. This policy applies to all applicants for employment, and all volunteers/contractors/contractors' employees/others who may have unsupervised contact with children or students while on School's premises or during School sponsored events, including online learning. Failure or refusal to cooperate with the application requirements, and/or with Administration's completion of a Background Check, disqualifies the applicant from employment, volunteering at the School, or contracting with the School and/or the Governing Body. This policy does not apply to parents/guardians supervising only their own children during periods of online learning.

SECTION 4.

USE OF BACKGROUND CHECK INFORMATION; DISCRIMINATION SAFEGUARDS. No applicant shall be required to disclose the applicant's criminal record prior to being offered a position contingent upon completion of a satisfactory Background Check. Subject to mandatory child abuse and ethical misconduct reporting requirements, information discovered

through the School's Employment History/Background Check processes will be used solely for the purpose of evaluating an applicant's suitability for employment, volunteering or contracting, and will not be used to discriminate against a Finalist on the basis of race, color, religion/creed, sex/gender, age, sexual orientation, gender identity/expression, pregnancy, national origin, genetic information, marital/familial status, mental or physical disability, military, veteran status, or other protected status.

Convictions of felonies or misdemeanors contained in the FBI record shall be used in accordance with the New Mexico Criminal Offender Employment Act; provided that other information contained in the FBI record, if supported by independent evidence, may form the basis of employment decisions for just cause.

SECTION 5.

DISQUALIFYING ETHICAL MISCONDUCT/ CRIMINAL CONVICTIONS. An applicant may be disqualified from employment/volunteering/contracting for ethical misconduct (defined below) or if convicted of a felony or misdemeanor involving moral turpitude and the criminal conviction directly relates to the position for which the individual will be employed, volunteering or contracting. The Governing Body finds that ethical misconduct (defined below), and criminal offenses listed herein, are so severe and directly relate to employment in any position at a public school that initial or continued employment, service as a volunteer, or contracting with individuals who have committed ethical misconduct or who have been convicted of such crimes, places the safety of students, employees and School visitors at an unreasonable risk. Ethical misconduct, and/or such crimes are, therefore, presumed to disqualify an individual from initial or current employment, volunteering or contracting with School. Such crimes include but are not limited to:

Criminal homicide, murder, capital murder, kidnapping, aggravated kidnapping, smuggling of persons, prostitution, false imprisonment, trafficking of persons, improper relationship between educator/school employee and student, public lewdness involving a child or student, indecency with a child, injury to a child, child abuse or neglect, abandoning or endangering a child, sale or purchase of a child, child pornography, sexual solicitation of a child.

Before any offer of employment or opportunity to volunteer or contract is withdrawn by the Executive Director, applicants will be provided the opportunity to respond to such information as set forth in Section 13(F), below.

SECTION 6.

FELONY CONVICTION. A Finalist may be denied employment based on a conviction for a felony or misdemeanor involving moral turpitude that *does not* directly relate to the particular employment position, volunteer service or contract for service, but which is a crime listed in Section 5, if the conviction is less than seven (7) years old, and the Executive Director determines after an investigation demonstrates that the person has not been sufficiently rehabilitated to warrant the public trust. Before any offer of employment or opportunity to volunteer or contract is withdrawn pursuant to this Section, the Finalist will be provided the opportunity to respond to such information as set forth in Section 13(F), below.

SECTION 7.

CONFIDENTIALITY/MANDATORY REPORTING:

- A. Confidentiality. Records and related information provided to School during the Background Check process including from the Finalist's FBI Record shall be deemed confidential and shall not be disclosed to any person who is not authorized to be involved in the decisions or to receive information concerning a Finalist, Volunteer or Contractor.
- B. Protection. Information obtained by School through an FBI Report or information from a criminal history check, shall only be used in accordance with the Criminal Offender Employment Act, provided that other information contained in the FBI Record or other criminal report, if supported by independent evidence may form the basis for an employment decision, decision to enter a contract or to permit a volunteer to serve. Such information shall be maintained separately from personnel or other confidential files that are accessible only by authorized School employees.
- C. Use of Information. Subject to mandatory child abuse and ethical misconduct reporting requirements, and to Subsections 7.D and E herein, information disclosed by a criminal Background Check shall only be used to make employment, volunteering or contract decisions.
- D. The Executive Director shall immediately report to the New Mexico Public Education Department any known convictions of a felony or misdemeanor involving moral turpitude of a licensed school employee, school contractor/contractor's employee, and/or school volunteer, as required by law.
- E. The Executive Director or designated representative shall investigate all allegations of ethical misconduct about any school personnel, employee, volunteer, contractor, or contractor's employee who resigns, is discharged or terminated or otherwise leaves employment after an allegation has been made. If the investigation results in a finding of ethical misconduct by a licensed school employee, the Executive Director or designated representative shall report the identity of the licensed school employee within 30 days following the separation from employment or immediately if the finding of ethical misconduct is sexual misconduct with an adult or child. The Executive Director or designee shall also report allegations of sexual assault or sexual abuse involving any school personnel, employee, volunteer, contract or contractor's employee to the appropriate law enforcement agency. No agreement between a departing school employee and the School shall diminish or eliminate the responsibility of investigating and reporting the ethical misconduct to the NMPED or, if legally mandated, to law enforcement, and any such agreement to the contrary is void.

SECTION 8.

EMPLOYEES – BACKGROUND CHECK RENEWALS. Employees must submit to a new background check after five (5) consecutive years of employment. However, the School reserves the right to require any Employee to submit to additional criminal background checks at the School's expense at any time based on a reasonable suspicion that new information exists that would place students or other employees at an unreasonable risk of harm. The School shall pay for the renewal FBI Records check. An Employee's refusal to submit to a renewed background check will result in disciplinary consequences, up to including severance from

employment. Information disclosed in a renewal background check may result in employment actions such as discharge or termination, mandatory reporting to the New Mexico Public Education Department's Licensing Bureau and/or the Public Education Department, or any other action deemed appropriate by the Executive Director consistent with the Criminal Offender Employment Act, the Code of Ethical Responsibility of the Education Profession, School policies and procedures, or other applicable state or federal laws, rules or policies.

SECTION 9.

VOLUNTEERS AND CONTRACTORS – BACKGROUND CHECK RENEWALS. New Background Checks for Volunteers must be completed after an interruption in service exceeding one (1) year. The School reserves the right to require a Volunteer, Contractor or a Contractor's employee(s) to submit to additional criminal background checks at the School's expense at any time based on a reasonable suspicion that new information exists. The School shall pay for a new FBI Record for Volunteers who have previously served the School for at least one (1) year (12 months) in the past three (3) years (36 months). Contractors and Contractor's employees must obtain and pay for a new FBI Record check before commencing work pursuant to a third contract. An unsatisfactory Background Check conducted on Contractor's employees may be grounds to terminate the Contract. A Volunteer's or Contractor's (or Contractor's employees) refusal to submit to a renewed background check will result in ending a Volunteer's service at the School or may result in cancelling a Contractor's contract.

SECTION 10.

DESIGNATION OF AUTHORIZED EMPLOYEE TO RECEIVE CRIMINAL HISTORY INFORMATION.

The Executive Director and shall be the authorized designee[s] for the School to request FBI Records for Finalists. The Executive Director shall notify the New Mexico Department of Public Safety (DPS) whenever there is a change in the School's authorized designee.

SECTION 11.

FINGERPRINTS. All Finalists will be informed that his/her/their fingerprints will be used to perform an FBI records check for the purposes of determining suitability for employment, volunteering or contracting with the School.

SECTION 12.

TRANSFER OF FBI RECORD. The School may not transfer, release to or otherwise convey information contained in the Finalist's FBI Record for any purpose other than for which it was obtained. Under no circumstances, may the School transfer the results of an FBI records check to a third party.

SECTION 13.

DESTRUCTION OF FBI RECORD INFORMATION. When an Employee's, Volunteer's, or Contractor's FBI Record is no longer needed by the School, it shall be destroyed by burning, shredding or other method rendering the information unreadable.

SECTION 14.

DPS AUDIT. FBI Records are obtained through the New Mexico Department of Public Safety. The DPS or other authorities (e.g. the FBI) may conduct security audits related to the information provided to the School. Records subject to audit include criminal history records, notifications to individuals, School policies and procedures related to security, confidentiality and records and information dissemination.

SECTION 15.

PROCEDURES.

- A. Application Employment History Requirements. As part of the application for employment/Volunteer service/Contractor approval, School shall require all Applicants to provide information relating to the applicant's work history, including:
- a. a list of the applicant's current and former employers that were schools or that employed the applicant in a position involving unsupervised contact with children or students; the list shall include name/address/phone number/other relevant contact information for each of the applicant's listed employers;
 - b. a written statement describing whether the applicant:
 - i. has ever been under investigation for, or has been found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses provided in Chapter 30, Article 3, 3A, 4, 6, 6A, 9, 37, 37A or 52 NMSA 1978, unless the allegations were false or unsubstantiated;
 - ii. has ever been under investigation for, or found to have violated, any ethical rule or policy approved by a former employer that previously employed the applicant, unless the allegations were false or unsubstantiated; or
 - iii. has ever had a professional license or certificate denied, suspended, surrendered or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation; and
 - c. a written authorization that authorizes disclosure of information requested in this subsection, and the release of related records by the applicant's previous employers, releasing the applicant's previous employers from any liability related to the disclosure or release of records.
- B. Consent to Obtain FBI Record. Finalists, Volunteers and Contractors will be informed during the pre-employment, contracting or application for volunteer status, that employment, volunteering and contracting with the School is contingent upon completion of a Background Check with results acceptable to the Executive Director and consistent with this Policy. Said individual shall sign a consent form to complete a Background Check, including an agreement to submit to fingerprinting for purposes of the School obtaining an FBI Record. Employment or unsupervised access to students shall not begin until a satisfactory Background Check has been completed. The School shall pay for or reimburse Finalists for their initial Background
- C. Employment History Review. The School shall conduct a review of an Applicant's employment history and contact the applicant's current and former employers listed in the application and shall request that the employer provide, within 30 days of receiving the request:

- a. the applicant's dates of employment; and
- b. a written statement describing whether the applicant:
 - i. has ever been under investigation for, or has found to have violated, any state or federal statute relating to child abuse or neglect, sexual misconduct or any sexual offense, including those offenses prohibited in Chapter 30, Article 3, 3A, 4, 6, 6A, 9, 37, 37A or 52 NMSA 1978, unless the allegations were false or unsubstantiated;
 - ii. has ever been under investigation for, or found to have violated, any ethical rule or policy approved by a former employer that previously employed the applicant, unless the allegations were false or unsubstantiated; or
 - iii. has ever had a professional license or certificate denied, suspended, surrendered, or revoked due to a finding of child abuse or ethical misconduct or while allegations of child abuse or ethical misconduct were pending or under investigation; and
 - iv. any other information the applicant's current or former employer deems pertinent and substantive to the applicant's suitability for employment that includes unsupervised contact with children or students.
- c. The School shall make and document efforts to verify the Employment History information provided by applicants and employers, and to obtain from an applicant's current or former out-of-state employer(s) the information required above.
- d. The School shall respond to requests for written information on current and former employees/contractors/volunteers from other employers, and shall provide the requested information as set forth herein, within 30 days of receipt of the request.

D. Other Background Checks for New Employment Positions, Volunteers, Contractors.

Applicants are subject to criminal background checks, licensure and/or certification (where applicable), and employment history checks as defined herein. Criteria requiring additional or different background checks by the School include but are not limited to:

- 1. Direct responsibility for the safety, supervision and/or security of students;
- 2. Direct responsibility for handling or managing School funds; or
- 3. Responsibility for operating School vehicles or machinery.

E. Current Employees, Volunteers, Contractors Duty to Report.

As a condition of employment, continuation of volunteering and providing services pursuant to a School contract, all such persons are required to notify the Executive Director if they are charged, convicted, plead guilty to or otherwise found guilty of any misdemeanor or felony, regardless of the imposition of a sentence. This notification must be made as soon as possible, but no later than five (5) days after the event.

F. Submitting False Information/Willful Failure to Disclose.

If any person subject to this Policy provides knowingly false information or who willfully neglects to disclose information in response to questions about information gained through the Employment History and/or Background Check process, that person may be terminated from or denied employment, a volunteer may be prohibited from service, or a contract may be cancelled. Any other material misrepresentation given

during a Background Check or a renewal background check may result in revocation of any conditional offer of employment, opportunity to serve as a Volunteer, or to contract with the School, or separation from current employment, volunteer service, or a contract. Action may also be taken to deny, suspend, or revoke a license for providing false information or willful neglect to disclose information required by law.

G. Evaluation of Background Check Results. Once a Background Check is completed, the Executive Director will make the final hiring decision (or approve a volunteer for service/execute a Contractor's agreement to provide service) based on the information obtained. Any findings of concern will be reviewed only by the Executive Director. If negative information is obtained through the Background Check process, the Executive Director will determine whether the information is directly related to the position and whether offering employment, volunteer service or a contract would be consistent with Section 5, above. When making this decision the Executive Director will consider, among all other relevant information, the following:

1. For criminal convictions, the nature and gravity of the offense(s), the number and type of each type of offense, length of time since the offense(s), and whether it is directly related to the position offered.
2. For all other negative information, the nature and gravity of the conduct of concern or data obtained, length of time since the conduct or data obtained, whether the information is reliable and directly related to the responsibilities of the position.

H. Adverse Action Contemplated Due to Background Check Results. If an adverse action is likely based in whole or in part on the results of a Background Check, the Finalist will receive written notice of the specific reasons for the contemplated action. The Finalist will be permitted to provide responsive information regarding the criminal history or other negative information, including but without limitation proof of: an incorrect criminal history; proof of a misidentification in a criminal history; an explanation of the facts and circumstances surrounding the conduct; the number of offenses for which the individual was convicted; the individual's age at the time of the offense(s) and the time that has elapsed; evidence of the same type of work without incident; the individual's employment history before and after the conduct; rehabilitation, training, education employment or character references; information regarding the individual's fitness for the position; whether the individual is bonded, licensed or certified under federal, state (any), or local law; extenuating circumstances including but not limited to disparate legal and enforcement practices; and other pertinent information. If the Finalist does not respond to an opportunity to explain negative information appearing in the Background Check process within five (5) business days, a decision will be made by the Executive Director based on the information obtained. Extensions may be provided to the Finalist in the Executive Director's sole discretion.

If adverse action is taken against the Finalist in whole or in part because of the results of the Background Check, the Finalist will receive a written statement from the Executive Director indicating the offer of employment, volunteer service or offer to contract with the School is rescinded.

- I. Designation of Authorized Employee to Receive Criminal History Information. The Executive Director and Business Manager shall be the authorized designee[s] for the School to request FBI Records for Finalists. The Executive Director shall notify the New Mexico Department of Public Safety whenever there is a change in the School's authorized designee.
- J. Fingerprints. All Finalists will be informed that his/her/their fingerprints will be used to perform an FBI records check for the purposes of determining suitability for employment, volunteering or contracting with the School.
- K. Transfer of FBI Record. The School may not transfer, release to or otherwise convey information contained in the Finalist's FBI Record for any purpose other than for which it was obtained. Under no circumstances other than those required by law, may the School transfer the results of an FBI records check to a third party.
- L. Destruction of FBI Record Information. When an Employee's, Volunteers, or Contractor's FBI Record is no longer needed by the School, it shall be destroyed by burning, shredding or other method rendering the information unreadable.
- M. DPS Audit. FBI Records are obtained through the New Mexico Department of Public Safety. The DPS or other authorities (e.g. the FBI) may conduct security audits related to the information provided to the School. Records subject to audit include criminal history records, notifications to individuals, School policies and procedures related to security, confidentiality and records and information dissemination.
- N. NMPED List of Persons Reported for Convictions involving Moral Turpitude. As part of the background check process, the Executive Director shall request the list updated monthly by the NMPED which names the persons who have been reported as having been convicted of a felony or misdemeanor involving moral turpitude who have been found to have committed ethical misconduct, pursuant to NMSA 1978 §22-10A-5(I), and shall check a Finalist against that list.

SECTION 16.

DEFINITIONS.

- A. Adverse Action. Withdrawal of an employment offer, denial of an opportunity to serve as a volunteer, or refusal to contract or cancellation of a contract to do business with the School, or any other decision made relating to employment, volunteer or contract services that adversely affects any current employee, Finalist, Volunteer or Contractor.
- B. Applicant. An applicant being considered for employment, or an individual being considered as a contractor/contractor's employee/school volunteer who may have unsupervised access to students.
- C. Background Check. Checking or verifying any or all parts of the Finalist's licensure, employment, educational, criminal, sex and violent offender histories. The nature and scope of the Background Check will be determined by the School in accordance with applicable laws, and will be appropriate for the position, but shall in all instances include obtaining an employment and criminal history check, and a Federal Bureau of Investigation record ("FBI Record") for individuals who will have unsupervised contact with children/students.
- D. Contractor. All persons who, pursuant to a contract for services with the School or Governing Body, may have unsupervised contact with a child or student(s) regardless of whether the scope of services provided under the contract contemplates direct

services to students. Such individuals include any person named in the contract, any employee of the Contractor who will have responsibilities under the contract at School or School-sponsored events, or any subcontractors assigned by Contractor to fulfill any service contemplated under the contract that require unsupervised contact with children/students.

- E. Conviction. The act or process of judicially finding someone guilty of a crime. A conviction includes a judgment that a person is guilty of a crime pursuant to a jury verdict or confession or plea of guilty. A conviction as defined herein shall be sufficient evidence that the conduct of which the person is accused occurred.
- F. Criminal history check. A search for any felony or misdemeanor convictions through the National Sex Offender Public Website, New Mexico Department of Public Safety Sex Offender Registry, public state or federal court filings, FBI Records check or other reliable sources containing information about criminal convictions. Criminal convictions will not automatically exclude a Finalist from consideration for employment unless they are related to the position offered and the decision not to hire is consistent with business necessity.
- G. Employee. Individual currently employed by the School whether licensed or unlicensed.
- H. Employment history check. Verifying that the Finalist worked in the positions cited in the Finalist's application and/or resume, and verification/investigation of the information provided by the applicant in the application. Verification shall include the review set forth in Subsection 15.C, and may also include dates of employment, positions held, eligibility for re-hire, licensure, certificates or other credentials required for the position, prior to extending an offer of employment.
- I. Ethical misconduct. Means the following behavior or conduct by school personnel, school employees, school volunteers, contractors or contractors' employees:
 - a. Discriminatory practice based on race, age, color, national origin, ethnicity, sex, pregnancy, sexual orientation, gender identity, mental or physical disability, marital status, religion, citizenship, domestic abuse reporting status or serious mental condition;
 - b. Sexual misconduct or any sexual offense prohibited by Chapter 30, Article 6A or 9 NMSA 1978 involving an adult or child, regardless of a child's enrollment status;
 - c. Fondling a child or student, including touching private body parts, such as breasts, buttocks, genitals, inner thighs, groin or anus; or
 - d. Any other behavior, including licentious, enticing or solicitous behavior, that is reasonably apparent to result in inappropriate sexual contact with a child or student or to induce a child or student into engaging in illegal, immoral or other prohibited behavior.
- J. FBI Report. Is a report obtained by the School's Administration about a Finalist from the Federal Bureau of Investigation that may include criminal convictions for felonies or misdemeanors.
- K. Finalist. An individual who has been offered employment, volunteer opportunity, or contract, contingent upon completion of a satisfactory Background Check, including but not limited to, teachers, educational assistants, administrators and other staff members, Volunteers, and Contractors.

- L. License history check. Independent verification that the Finalist has the license(s), endorsements, certifications or other credentials as claimed by the Finalist as required for the position.
- M. Moral turpitude. Means an act or behavior that gravely violates the accepted standards of moral conduct, justice or honest and may include ethical misconduct.
- N. Unsupervised access to or contact with children or students. Means access to or contact with, or the opportunity to have access to or contact with, a child or student for any length of time in the absence of:
 - a. a licensed staff person from the same school;
 - b. a school volunteer who has undergone a background check pursuant to NMSA 1978, §22-10A-5; or
 - c. any adult relative or guardian of the child or student.
- O. Volunteer. A person, including a relative of a student, who commits to serve on a regular basis at a school or other educational entity without compensation.

Ref: NMSA 1978, §22-10A-5;
NMSA 1978, §28-2-4;
NMSA 1978, §22-10A-__ (HB128)(2021)
NMSA 1978, §22-10A-2



STUDENT ATTENDANCE POLICY

I. PURPOSE

The Compulsory School Attendance Law requires all school age children to attend school for at least the length of time of the school year that is established in the school district in which the person is a resident or the state-chartered charter school in which the person is enrolled and the school district or state-chartered charter school shall not excuse a student from attending school except as provided in that law or for parent-authorized medical reasons. Any parent/guardian of a school age person subject to the provisions of the Compulsory School Attendance Law is responsible for the school attendance of that person. Each local school board and each governing body of a charter school or private school shall enforce the provisions of the Compulsory School Attendance Law for students enrolled in their respective schools.

II. DEFINITIONS

School Day: Portion of the school day that is at least one-half of a student's approved program.

Absent: Not in attendance for a class or school day for any reason, whether excused or not: provided "absent" does not apply to participation in interscholastic extracurricular activities

Half Day Absences: Absences for two or more classes (or hours) up to fifty percent of an instructional day.

Full Day Absence: Absences consisting of more than fifty percent of an instructional day.

Excused Absences: Absence from a class or school day for a death in the family, medical absence, religious instruction or tribal obligations or any other allowable excuse pursuant to the policies of the local school board or charter school governing council.

Unexcused absences: Absences from school day or a class for which the student does not have an allowable excuse pursuant to the Compulsory Attendance Law, Attendance for Success Act or rules of the charter school governing council. Such occurrences include instances where no explanation for an absence is given to the school at all. Family vacations during instructional days are considered unexcused absences.

Whole School Prevention: Universal, whole-school prevention strategies for all students, including students who have missed less than five percent of classes or school days for any reason.

Individualized Prevention: Interventions for students who are missing ten percent or more but less than twenty percent of classes or school days for any reason.

Early Intervention: Interventions for students who are missing ten percent or more but less than twenty percent of classes or school days for any reason.

Intensive Support: Interventions for students who are missing twenty percent or more of classes or school days for any reason.

Attendance Team: Group of school-based administrators, teachers, staff, other school personnel and community members who collaborate to implement an attendance improvement plan.

Attendance Improvement Plan: Tiered data-informed system for public schools and school districts to identify students who are chronically or excessively absent and to aid public schools in developing whole-school prevention strategies and targeted interventions.

Chronic Absence Rate: The percentage of students, in the aggregate and disaggregated by the subgroups required for reporting pursuant to the federal Every Student Succeeds Act, in a public school and a school district who have been enrolled for at least the days and who have missed ten percent or more of school day since the beginning of the school year.

Chronically Absent or Chronic Absenteeism: A student that has been absent for 10% or more of classes or school days for any reason, whether excused or not, when enrolled more than 10 days.

Excessively Absent or Excessive Absenteeism: Student who is identified as needing intensive support and has not responded to intervention efforts implemented by the public school.

Excessive absences: Individual student attendance rates which fall below 95% in a grading period. Students with excessive absences can be categorized as:

- A. *Excessive Excused:* a student who has been identified as having a high number of absences **with notification** from the parent. Excessive excused absences are investigated by the school and may require additional documentation to justify the absences.
- B. *Student in need of early intervention:* a student who has accumulated five unexcused absences within any twenty (20) day period.
- C. *Habitual Truant:* a student who has accumulated the equivalent of ten or more unexcused absences within a school year.

Tardiness: Refers to students who arrive at school after the designated start time. All students arriving late are subject to conditions relating to tardiness as outlined in the “process” section below.

Early Releases: Refers to children who are picked up from school before the designated end time for that day. All students leaving early are subject to regulations relating to early releases as outlined in the “process” section.

III. PROCESS

SABE is required to report absences, chronic absences and excessive absences to the NM Department of Public Education (NMPED) and at the end of the school year and shall document intervention efforts made to keep students in an education setting. Students are expected to attend in-person or remote instructional programs, as provided by their school, each day.

SABE is required to enforce the attendance policy utilizing the following process:

Tardiness/Early Releases: If a student is chronically tardy or picked up before the end of the instructional day, the truancy process may be initiated by administration.

Three absences: When a child has accumulated three unexcused absences, the school will contact the family to address the concern.

Five absences: When a child has accumulated five unexcused absences, the school will contact the family to address the concern. At this point, a meeting with the parent/guardian will be arranged to discuss the absences and develop a plan of action to address the problem. A Five-Day Absentee Notification Form will be sent to the child's parent/guardian.

Ten absences: If a student has accumulated an equivalent of more than 10 absences within a school year, the parent shall be given written notice in person or by mail that the student is not in compliance with the Compulsory Attendance School Law and follow the state rule in notifying the Children Youth and Families Department. Parents will be asked to attend a conference with the Executive Director/Principal or designee to develop an action plan to address the problem. The notice shall include a date, time and place for the parent to meet with the Executive Director/Principal or designee to develop intervention strategies that focus on keeping the student in an educational setting. If there is another unexcused absence after delivery of a written notice of habitual truancy, the student shall be reported to CYFD where the student resides for an investigation as to whether the student shall be considered to be a neglected child or a child in need of additional services.

State law requires a school to withdraw a student after ten (10) consecutive days of absence; provided that withdrawals do not include students in need of early intervention the school is required to intervene with and keep in an educational setting as provided in Section 22-12-9 NMSA 1978.

School Responsibilities:

To ensure that SABE is maintaining accurate records and supporting students and parents:

- A. Class attendance must be taken and maintained for each student enrolled in school every instructional day. The classroom teachers must report attendance accurately and submit it to the office on a daily basis.
- B. The school is responsible for accurately maintaining attendance records in a manner verifiable by the New Mexico Public Education Department.
- C. The school is prohibited from suspending or expelling students as punishment for being in need of early intervention or habitually truant.
- D. The school must provide for early identification of students with unexcused absences or those who are in need of early intervention. School intervention strategies must focus on keeping students who are defined as "in need of early intervention" in an educational setting.
- E. If a student is identified as a habitual truant, the school shall document the following:

- a. Attempts of the school to notify the parents that the student had unexcused absences
 - b. Attempts of the school to meet with the parents to discuss intervention strategies
 - c. Intervention strategies implemented to support keeping the student in school
- F. While all children attending public school are subject to the requirements of the School Attendance Process, considerations must be made in order to respect and understand the sovereignty of tribal customs, religious practices, laws, effective communication practices and availability of Native American intervention resources.

Parent Responsibilities:

- A. **Tardiness:** If a student arrives to school late, he/she must be walked to the office by a parent or guardian and signed in with the secretary. The student will receive a pass to class, verifying that he/she arrived late and was officially signed in as being in attendance.
- B. **Early Release:** Parents or designees listed on the emergency contact form who are picking up their child from school **MUST COME TO THE OFFICE TO SIGN THEIR CHILD OUT. PLEASE BRING YOUR PHOTO I.D. NO CHILD WILL BE ALLOWED TO WALK HOME DURING SCHOOL HOURS.** During the school day teachers are not allowed to release children directly to adults from the classrooms unless they present a clearance slip from the office. This enables the office staff to identify those persons picking up children and to ensure the safety of your child. Anyone attempting to sign out your child must be on listed the student's registration card. Should the approved list of authorized adults change, please update the information in our office immediately.
- C. **Absences:** It is the responsibility of the parents/guardians to notify the school whenever their child is absent. Notification should be given as close to the beginning of the school day in question as possible but cannot be later than two (2) days after the date of the absence. All absences are logged as "unexcused" until we receive notice describing the reason for the absence. If the reason for the absence is not approved (as described in the definition of excused absence) or notification is not made to the office within two days, the absence will remain as "unexcused". **TO NOTIFY THE OFFICE OF AN ABSENCE, PLEASE CALL OR SEND A WRITTEN NOTE TO THE OFFICE.**
 - The parent/guardian must notify the school **each day that the student will be absent**, in accordance with the notification procedure established by the school.
 - Students are allowed **no more than 4 unexcused absences per trimester**, totaling no more than 10 unexcused absences per school year.
 - In the event that the school has not received notification of absence by a parent for **3 consecutive days**, the school must make an attempt to contact the parent/guardian.
 - **Family vacations are considered unexcused absences** and it is expected that parents will schedule vacations during periods of time when school is not in session. Should there be travel during the school year, the parents must contact the school administration to arrange and have approved
 - **Excessive excused absences** will be investigated by the school and may require additional documentation to justify the absence.

IV. SCHOOL ATTENDANCE PROCEDURES:

SABE is required to classify each student into one of four attendance intervention tiers, based on the percentage of class and/or school day absences.

Attendance Intervention Tiers

	Tier 1: Whole School Prevention	Tier 2: Individualized Prevention	Tier 3: Early Intervention	Tier 4 Intensive Supports	Student Referral to CYFD
Description	Students that have missed less than 5% of classes or school days for any reason.	Students that have missed 5%-10% of classes or school days for any reason.	Students that have missed 10%-20% of school days for any reason.	Students that have missed more than 20% or more of classes or school days for any reason.	Students that continue to have unexcused absences after written notification of excessive absenteeism.
Interventions	Whole school prevention strategies, such as: <ul style="list-style-type: none"> • Whole school attendance campaigns • Class attendance competitions • Parental notification of student absences • Positive Behavior Supports and Interventions (PBIS) 	In addition to Tier 1 interventions, the school will also: <ul style="list-style-type: none"> • Communicate with parents/family and inform them of student's attendance history • Inform and explain the impact of student absences on student academic outcomes • Support with Interventions or services that are available to the student or family • Inform of the consequences of further absences. 	In addition to Tier 1 and 2 interventions, the school will also: <ul style="list-style-type: none"> • Notify parents in writing of the student's absenteeism • Have a meeting with parents/family to develop intervention strategies that focus on keeping the student in the educational setting • Establish weekly progress monitoring and a contract for attendance • Students should be part of the meeting when appropriate 	In addition to Tier 1, 2 and 3 interventions, the school will also: <ul style="list-style-type: none"> • Send a letter to parents to that includes a date and time to meet with the school principal and attendance team • Establish non-punitive consequences at the school level • Identify specialized supports that may be needed to help the student and family address the underlying causes of excessive absenteeism • Inform the family and student of the consequences of further absences. 	<ul style="list-style-type: none"> • SABE is required to report students with unexcused or excessive absences to the judicial district in which the student resides (Attendance for Success Act, Section 12.B) • SABE is required to report students that have been referred to Children, Youth, and Families Department (CYFD) because of excessive absences

- If a student needs early intervention, a school representative shall contact the student's parents or guardians to discuss possible solutions.
- The School Executive Director/Principal or representative shall meet with the student and his or her parents or guardians to identify the causes for the student's excessive absences, identify what actions can be taken that might prevent the student's absences, identify

possible school resources to address the causes for the student's absences, and establish an attendance contract to address the student's absences.

- The notification to the student's parents or guardians and the meeting with the parents or guardians must be respectful and, in a language, and in a manner that is understandable to the student and the parents or guardians.
- The attendance contract must contain follow-up procedures to ensure that the causes for the student's absences are being addressed.
- The school representative will notify the parent/guardian by mail or personal service when the student has accumulated three (3) absences (excused and/or unexcused).
- The school representative will notify the parent/guardian by mail or personal service when the student has accumulated five (5) absences (excused and/or unexcused).
- When the student has accumulated 10 absences (excused and/or unexcused) during the school year, the school principal and teacher(s) will decide if a Student Advisory Team meeting may be convened to develop an Attendance Contract.
- If the student is a habitual truant (10 days unexcused absences during the school year), the school or their authorized representatives shall, in addition, give written notice of the habitual truancy by mail or by personal service to the student's parents or guardians.
- If another unexcused absence occurs after the delivery of a written notice of habitual truancy, the student shall, within 7 days of this unexcused absence, be reported to the probation services office of the judicial district in which the student resides.
- If the habitual truant is not referred to the children's court by the juvenile probation office for appropriate disposition, the school may contact the children's court attorney directly to determine what action will be taken.
- If a determination and finding has been made by the juvenile probation office that the habitual truancy by a student may have been caused by the parents or guardians of the student, and no charges have been filed against the parents or guardians, the school may contact the district attorney's office to determine what action will be taken.
- Training on attendance policies and procedures will occur for all school staff before the first day of school for students.

STUDENT LEAVE OF ABSENCE POLICY

SABE is a dual language immersion school which focuses on Spanish language as the partner language to English. As part of our central belief, we encourage students to speak Spanish and engage in Spanish speaking opportunities wherever possible. Because living and attending school in a foreign Spanish speaking country would provide a true immersion experience for students and support the fulfillment the mission of our school, we support such a leave of absence for up to one academic year for students. Additionally, in the event that a serious medical emergency arises for the student or an immediate family member (father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister) that requires the temporary relocation specifically for medical treatment, SABE also supports the leave of absence for up to one academic year. For more information regarding forms, application procedures and approval please contact the SABE school administration.



ETHICAL MISCONDUCT INVESTIGATION AND REPORTING POLICY

SCHOOL employees, School volunteers and School contractors/contractor's employees who know or who have a reasonable suspicion that a child or student has been subject to ethical misconduct by a School employee, a School volunteer, a School contractor or a contractor's employee, shall report the matter immediately to:

- (1) the Executive Director/Principal; or
- (2) the NMPED.

If the Executive Director/Principal receives a report of known/suspected ethical misconduct against a child/student, the Executive Director/Principal shall immediately transmit to the NMPED by telephone the facts of the report and the name, address and telephone number of the reporter. The Executive Director/Principal shall transmit the same information to NMPED in writing within forty-eight hours. A written report to NMPED shall contain the name, address and age of the child or student; the child's or student's parents, guardians or custodians; the school personnel, school employee, school volunteer, contractor or contractor's employee who is alleged to have committed ethical misconduct; and any evidence of ethical misconduct, including the nature and extent of any injuries and other information that the maker of the report believes might be helpful to investigate a report of ethical misconduct. The written report shall be submitted upon a standardized form developed by NMPED.

The Executive Director/Principal receiving the initial report of ethical misconduct against a child or student shall take immediate steps to ensure prompt investigation of the report. The investigation shall ensure that immediate steps are taken to protect the health or welfare of a student or child who is the subject of the report. The School shall take immediate steps to ensure the safety of enrolled students. After a report of suspected ethical misconduct against a student or child is made to the Executive Director/Principal, the Executive Director/Principal shall notify the person making the report within five days after the report was made that the Executive Director/Principal is investigating the matter.

A law enforcement agency, the NMPED and/or the Executive Director/Principal shall have access to any records and documents pertaining to an ethical misconduct case maintained by the School, School employees, School volunteers, and/or School contractors/contractor's employees. All investigations shall be kept confidential insofar as possible in compliance with applicable laws. The identity of any alleged victim(s) shall be kept confidential in accordance with applicable laws.

For purposes of this Policy, "ethical misconduct" means the following behavior or conduct by school personnel, school employees, school volunteers, school contractors or contractors' employees:

- (1) discriminatory practice based on race, age, color, national origin, ethnicity, sex, pregnancy, sexual orientation, gender identity, mental or physical disability, marital status, religion, citizenship, domestic abuse reporting status or serious medical condition;
- (2) sexual misconduct or any sexual offense prohibited by Chapter 30, Article 6A or 9 NMSA 1978 involving an adult or child, regardless of a child's enrollment status;
- (3) fondling a child or student, including touching private body parts, such as breasts, buttocks, genitals, inner thighs, groin or anus; or
- (4) any other behavior, including licentious, enticing or solicitous behavior, that is reasonably apparent to result in inappropriate sexual contact with a child or student or to induce a child or student into engaging in illegal, immoral or other prohibited behavior.

Ref: NMSA 1978 §22-10A-5.1 (2021); 22-10A-2(F)



STUDENT DENTAL EXAM VERIFICATION POLICY

New Mexico law requires Sandoval Academy of Bilingual Education (SABE) to verify student records of dental examination prior to the student's initial enrollment in SABE.

Parents/guardians of students (or, if over 18, the student) are required to provide an executed Student Dental Examination Verification Form as part of the SABE's enrollment process while enrolling the student. Parents/guardians/students over 18 may request a waiver from this verification process by checking the correct box on the Form.

This Form shall be collected and stored by SABE as part of student records; confidentiality shall be maintained and shall be only accessible to SABE individuals on a need-to-know basis, consistent with the privacy protections of FERPA. End-of-year student data regarding student dental examination shall be reported to New Mexico Public Education Department (NMPED) consistent with NMPED requirements.

Parents/guardians/students over 18 who wish to receive information about local resources regarding access to oral health care should see the nurse assistant for information. In addition to local resources, the New Mexico Department of Health, Office of Oral Health is available at 505-827-0837.

Ref: 6.12.13 NMAC

2022-2023

Plan for Safe Return to In-Person Instruction & Continuity of Services



SABE

Sandoval Academy of Bilingual Education

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INTRODUCTION

This plan is a fluid document and changed based on NM state health orders and requirements. This document is intended to help aid in having our school where employees, students, and families feel safe and to reduce the impact of COVID-19 conditions upon at our district. The guidelines referenced in this plan are based on guidance from the Centers for Disease Control and Prevention (CDC), New Mexico Department of Health (NMDOH) and the New Mexico Public Education Department (NMPED). Regular updates will be made to this plan based on information provided by the CDC, NMDOH, NMPED, and other applicable federal, state and local agencies. This is subject to change based on these agencies.

GUIDING PRINCIPLES

In order to ensure the continued well being, safety of our students and employees the following guiding principles have been put in place:

1. EMPLOYEE AND STUDENT SAFETY MEASURES
2. HEALTH GUIDELINES
3. SUPPORT FOR STUDENTS, FAMILIES AND STAFF
4. ACADEMIC PROGRESS FOR STUDENTS

COMMITTEES

SABE developed COVID19 teacher/staff and parent/community committees to advise and develop systems for the schools' reopening. One committee includes staff members and school administrators. The second committee is composed of parents and community members. An additional committee is our Social Emotional Committee.

Staff Committee/Instructional Leadership Members: Jackie Rodriguez, Felicitas Reyes, Alice Banks, Militza Geisel, Sarah Farrell

Prior Year's: Parent Committee Members: Tamara Wilburn, Margaret Toledo, Johanna Guerrero, Lisa Dionne, Esther Byrd, David Byrd, Ana Alcala

SECTION 1: Student: Health, Safety & Support

VISITOR RESTRICTIONS

SABE will allow limited visitation and volunteering opportunities to our campus. Protocols have been developed and put in place to maintain the safety of the students and staff. Only SABE staff, authorized personnel, and authorized volunteers are allowed on campus. Only volunteers and other visitors who have provided proof of being fully vaccinated will be allowed without masks, all others must wear masks when in our building. At no time should a visitor or volunteer be on campus who has any COVID symptoms (see chart). Visitors and volunteers must complete the Dr. Owl health screener with the front desk clerk.

TRAVEL RESTRICTIONS

SABE will allow student travel/field trips with authorization from administration and staff and students will follow COVID protocols at any site they are visiting and with transportation.

SOCIAL DISTANCING

Social distancing is an effective way to prevent potential infection. SABE students, employees, parents, and visitors should attempt to practice staying approximately 3-6 feet away at all times possible from others and eliminating contact with others, as defined below.

- Traffic Flow – Taped marks on the floor throughout the building to aid and maintain the social distancing requirement of 3-6 feet

Social Distancing

Social distancing is recommended in schools. Adults are recommended to maintain 6 feet of social distance to the extent possible from other adults and from students. Students are recommended to maintain 3 feet of social distance to the extent possible, except when eating, exercising, playing wind instruments, and singing or shouting, in which case 6 feet of social distance to the extent possible is recommended. Schools may require that everyone on campus maintains social distance.

Updated NMPED Toolkit 07/20/2022

STUDENT DAILY SCREENING PROTOCOLS

Parents/guardians are expected to screen their students for COVID-19 symptoms each day prior to sending their student to school, and students with symptoms and/or close exposure to an individual with COVID-19 should not attend school on-site. They must contact the health assistant to determine next steps in testing or the need to isolate or quarantine.

Teachers will monitor students and refer them to the Health assistant if symptoms are present. Teacher will also refer any students that report COVID-19 symptoms to the Health assistant.

Screening includes consideration about whether the student has recently begun experiencing any of the following symptoms in the chart in a way that is not normal for them.

COVID-19 Symptoms

The table below provides two symptom sets with clinical definitions for COVID-19 (in the absence of another diagnosis—see **Acute vs Chronic COVID Symptoms**). COVID-19 is suspected if an individual has one symptom from column one, OR two symptoms from column two.

COLUMN 1 ONE SYMPTOM & COVID IS SUSPECTED	COLUMN 2 TWO SYMPTOMS & COVID IS SUSPECTED
<ul style="list-style-type: none"> • Cough • Shortness of breath • Difficulty breathing • Olfactory disorder • Taste disorder • Confusion or change in mental status • Persistent pain or pressure in the chest • Pale, gray, or blue-colored skin, lips, or nail beds, depending on skin tone • Inability to wake or stay awake 	<ul style="list-style-type: none"> • Fever (measured or subjective) • Chills • Rigors • Myalgia • Headache • Sore throat • Nausea or vomiting • Diarrhea • Fatigue • Congestion or runny nose

Updated NMPED Toolkit 07/20/2022

GUIDANCE IF A STUDENT IS EXPOSED

If your child has been in contact with someone who is COVID-19 positive, our first concern is for their health and safety and those around them. We will follow NMPED guidelines and recommendations as noted and defined below.

Close Contact: Someone who over a 24-hour period, has a cumulative exposure of fifteen minutes or longer within six feet of a confirmed COVID-19 case with or without a face covering.

- **Exception:** In the pre-K – 12 setting (including transportation), the close contact definition *excludes* students who were within 3 to 6 feet of an infected student (laboratory-confirmed or a [clinically compatible illness](#)) where
 - » both students were engaged in consistent and [correct](#) use of [well-fitting](#) face [masks](#); and
 - » other [K-12 school prevention strategies](#) (such as universal and correct mask use, physical distancing, increased ventilation) were in place in the K-12 school setting.

This exception does not apply to teachers, staff, or other adults in the pre-K-12 setting.

Updated NMPED Toolkit 07/20/2022

If UNVACCINATED, please do the following:

1. Quarantine your child in a specific room away from others in your home.
2. Contact the following (in order of priority), let them know you have been exposed to COVID19, and then follow their instructions.
 - a. Your healthcare provider
 - b. COVID-19/Coronavirus Hotline: 1-855-600-3453
 - c. SABE's Director: 505-771-0555 or 505-235-1550

Students who are FULLY VACCINATED against COVID-19 are not required to quarantine if they meet the following criteria: (school must have proof of the vaccination status for this to be considered)

1. Are fully vaccinated (i.e., more than 2 weeks prior to 2nd vaccine in a 2-dose series or the booster shots)
2. Have remained asymptomatic since the current COVID-19 exposure

It is recommended that the individual get tested for COVID-19 five days after exposure if asymptomatic and wear a mask in public indoor settings for 14 days or until they receive a negative test result. They should isolate and test immediately if symptoms develop.

Quarantine: Keeping individuals who were in close contact with someone who has COVID-19 away from others. Close contacts with a confirmed case of COVID-19, should stay home from school, work, and other activities for 5 days following their last exposure. Exposed contacts should be tested for the novel coronavirus (SARS- CoV-2) at 5 days following the last exposure to a confirmed case. If the close contact has a positive result, isolation should be implemented as described above.

For the first 90 days after a positive PCR or school-based rapid antigen test, individuals who have had COVID-19 infections and who have completed their self-isolation periods, do not need to quarantine if they are a close contact of a COVID-19 infectious person. It is recommended that the individual get tested for COVID-19 five days after exposure if asymptomatic, and should isolate and test immediately if symptoms develop.

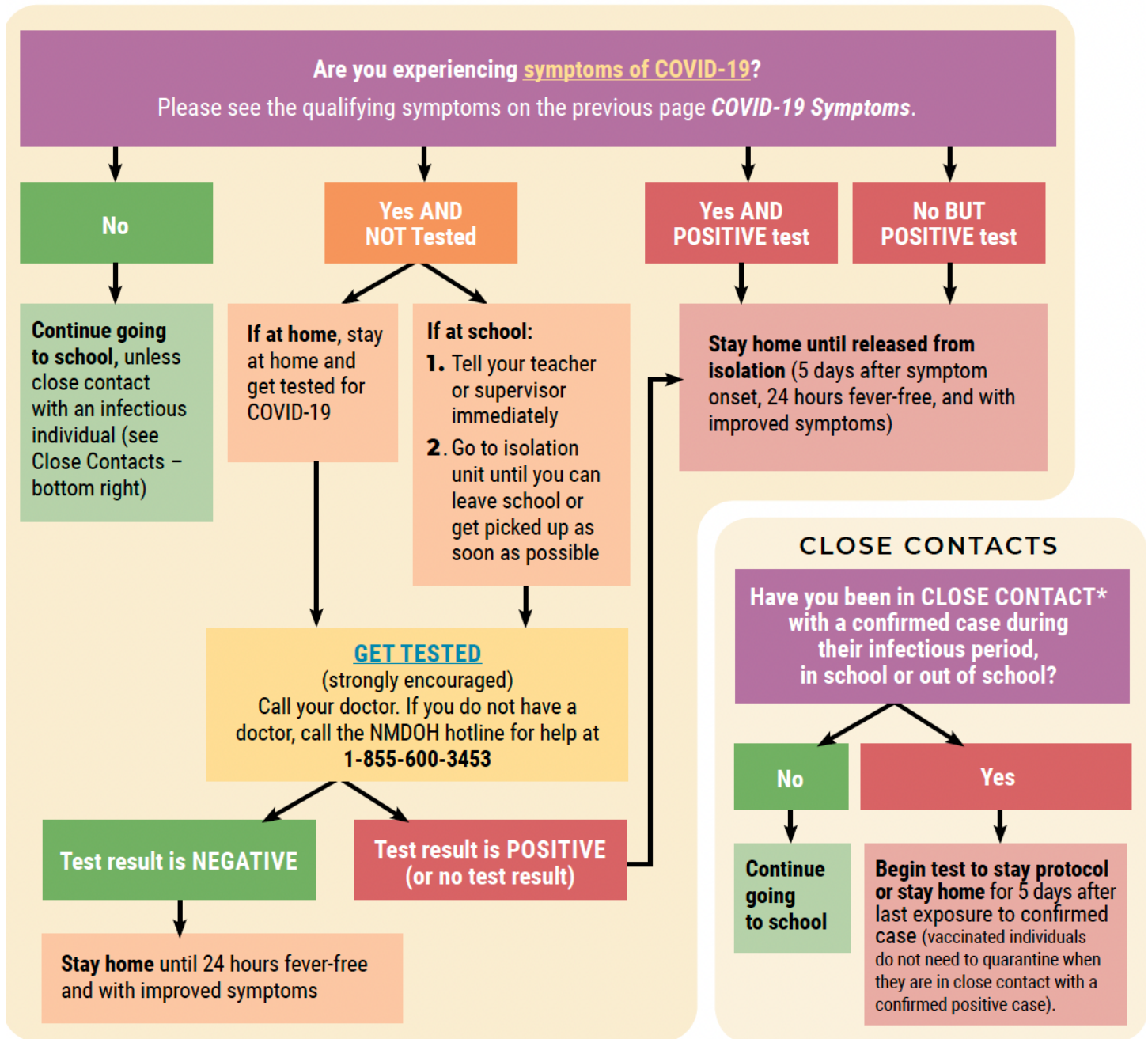
Individuals who have had close contact with a COVID-19 infectious individual are not required to quarantine if they [are up to date with COVID-19 vaccinations as recommended by the CDC – including boosters.](#)

It is recommended that the individual get tested for COVID-19 five days after exposure. The individual should isolate and test immediately if symptoms develop.

Updated NMPED Toolkit 07/20/2022

School Staff & Student Decision Tree

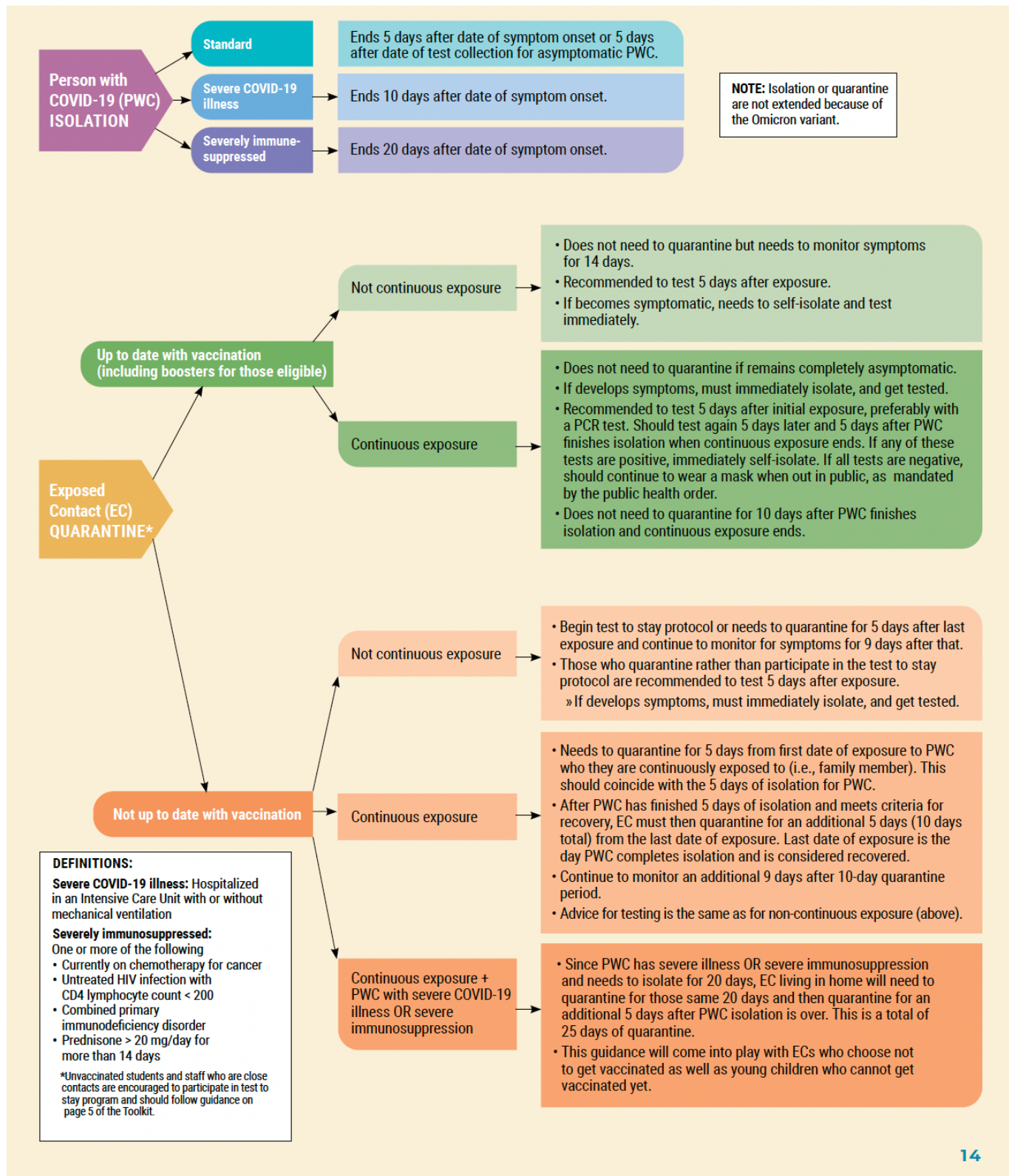
The following decision tree was created for families, students, and staff to better understand the steps that should be taken if an individual develops symptoms. Close contacts who are up to date with vaccination (including boosters for those eligible) are not required to quarantine and are encouraged (not required) to test 5 days after exposure or at onset of symptoms. Unvaccinated close contacts must begin test to stay protocol (page 4 of the Toolkit), or quarantine for 5 days, and are strongly encouraged to be tested five days after exposure or at onset of symptoms.



Symptoms in a Recovered Individual: If a person is positive for COVID-19, completes their self-isolation, recovers, and then develops new COVID-like symptoms within 90 days of their first infection, they should stay home until fever-free for at least 24 hours without fever-reducing medication and with improvement in symptoms. They may consider consulting their healthcare provider for additional guidance. If a person who was positive for COVID-19 more than 90 days ago develops new COVID-like symptoms, they should follow the same guidance as for someone who was never previously a case.

ISOLATION PROTOCOLS - STUDENTS DISPLAYING COVID-19 SYMPTOMS

Quarantine & Isolation Decision Tree



While at school, when a student displays symptoms of COVID-19, or reports feeling feverish, they will report to our health assistant, be given a temperature check and remain in the designated area until they are picked up. They should be picked up within 30 minutes and no later than 45 minutes from the time the school contacted the student's parent/guardian. If a student's parent/guardian is not available, the emergency contacts will be contacted. If the child is not picked up after one hour of initially being seen, administration may choose to contact CYFD and/or local authorities.

If a student has to be isolated based upon the screening, other students will be removed from the classroom and taken to an alternate location on campus (e.g. go on a walk outside, move to a different classroom, etc.) so that the classroom can be disinfected.

Consistent with school notification requirements for other communicable diseases, and consistent with legal confidentiality requirements, schools will notify all teachers, staff, and families of all students in a school if a *lab-confirmed COVID-19* case is identified among students, teachers or staff who participate in any activities on campus.

Individuals who were in close/direct contact with an individual who is lab-confirmed to have COVID-19 will be notified of their requirement to quarantine until the 5-day incubation period has passed and wear a mask for 5 additional days.

Staff members displaying COVID-19 symptoms will follow school protocols including reporting and may require isolation from students and other staff members.

Students and staff with known close contact to a person who is lab confirmed to have COVID-19 will not be allowed to return to work/school until the end of the 5-day self-quarantine period from the last date of exposure if that individual did not experience COVID-19 symptoms during that period. If the individual experienced symptoms, they must follow protocols for COVID testing and isolation and quarantine.

Those students that are FULLY VACCINATED are not required to isolate, however, it is recommended that they get a COVID-19 test after the 5th day of contact and should COVID-19 symptoms appear, they may have to quarantine/isolate.

If a student who has been in a school is lab-confirmed to have COVID-19, the administration will notify the local health department, in accordance with applicable federal, state and local laws and regulations, including confidentiality requirements of the Americans with Disabilities Act (ADA) and Family Educational Rights and Privacy Act (FERPA).

During the isolation period, individuals are required to self-monitor daily for symptoms of COVID-19 and this log will have to be presented prior to returning to school/work:

- Check and record their temperature daily
- Contact a healthcare provider immediately if they:
 - Feel feverish or have a temperature of 100.4° F or higher
 - Develop a cough or shortness of breath
 - Develop mild symptoms like sore throat, muscle aches, tiredness, or diarrhea
 - Avoid contact with high risk individuals (unless they live in the same home and had same exposure as you)

RETURN TO SCHOOL PROTOCOL

In the event that a SABE student is either lab confirmed positive for COVID-19 or experiences the symptoms of COVID-19, they must stay at home throughout the infection period (5-days) and cannot return to campus until cleared for re-entry. They must then wear a mask for an additional 5 days.

Individuals who are confirmed to have COVID-19 will not be allowed to return to work/school until they meet criteria as established by the CDC and/or are released by their physician and have been in contact with the school director with the letter of notice to return.

Confirmed COVID-19 with Symptoms:

- At least 1 day (24 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications);
 - Symptoms have improved; and
 - At least 5 days have passed since symptoms first appeared
- Confirmed COVID-19 without Symptoms:

Unconfirmed COVID-19 with Symptoms

In the case of an individual who has symptoms that could be COVID-19 and who is not evaluated by a medical professional or tested for COVID-19, such individual is assumed to have COVID-19, and the individual may not return to the campus until the individual has completed the same set of criteria listed above.

If the individual has symptoms that could be COVID-19 and wants to return to school before completing the above stay at home period, the individual must either (a) obtain a medical professional's note clearing the individual for return based on an alternative diagnosis or (b) receive

two separate confirmations at least 24 hours apart that they are free of COVID via acute infection tests at an approved COVID-19 testing location found at <https://cvprovider.nmhealth.org/directory.html>

PERSONAL PROTECTIVE EQUIPMENT (PPE) - FACE COVERINGS

In order to minimize exposure to COVID-19, face covering are optional but highly recommended of all staff, teachers, and students while at school. Face coverings for students must be provided by the students' parents/guardians. If a students' parents/guardians are unable to purchase or provide for students, they may contact the school. Allowable face coverings for students are face masks that meet the CDC requirements.

In addition to using face coverings, it is important to:

- Wash your hands often with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol if soap and water are not available
- Avoid touching your eyes, nose, and mouth
- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow

HAND WASHING/SANITIZING EXPECTATIONS

School personnel will be trained on social distancing and proper hand washing. Hand sanitizer will be available at the main entry to campus, in classrooms, in the cafeteria and in common areas throughout the campus. Students will frequently be encouraged to wash their hands for at least 20 seconds and/or use hand sanitizer.

Teachers will:

- provide hand sanitizer upon entry to classroom and periodic teacher reminders during instructional day
- require thorough hand washing after recess, before eating, following restroom breaks
- parents are encouraged to send their child with their own personal hand sanitizer container

Disinfecting Expectations

Staff will have access to disinfectant to sanitize high-touch and working surfaces and shared objects regularly. Staff will limit the use of shared supplies.

Teachers will provide reminder to students how to properly wear masks, maintaining the 3-6-foot social distancing requirement, coughing and sneezing into their bent elbow and washing/using hand sanitizer often.

SOCIAL DISTANCING

Social distancing is an effective way to prevent potential infection. SABE employees, authorized personnel, students, parents, and visitors should practice staying approximately 3-6 feet away from others and eliminating contact with others while in the building or on campus, whenever possible.

- Traffic Flow – Floors are marked throughout the school in order to maintain the social distancing recommendations of 3-6 feet
- Ad-hoc Interactions/Gatherings – Non-essential/informal meetups and visiting will be discouraged

Social Distancing

Social distancing is recommended in schools. Adults are recommended to maintain 6 feet of social distance to the extent possible from other adults and from students. Students are recommended to maintain 3 feet of social distance to the extent possible, except when eating, exercising, playing wind instruments, and singing or shouting, in which case 6 feet of social distance to the extent possible is recommended. Schools may require that everyone on campus maintains social distance.

Updated NMPED Toolkit 07/20/2022

PERSONAL WORKSPACE/CLASSROOM

All teachers and students are asked limit visits to other classrooms or workspaces outside of their grade level team. Students are not permitted to do any cleaning/disinfecting. If the school custodian is needed for any cleaning/disinfecting in a classroom, the request needs to be made through the school director via Voxer or phone call.

Please note that proper equipment such as acceptable disinfectant and PPE will be provided by the school and should be used when cleaning individual workspaces. Employees should use gloves when handling and cleaning/disinfecting any areas.

LEARNING SPACE

SABE has alcohol-based hand sanitizers throughout the school and in common areas. Teachers will train and ensure that students are being mindful of the use of the hand sanitizing products and know how to use the product. Cleaning sprays and rags/wipes are also available to teachers/staff to clean and disinfect frequently touched objects and surfaces such as telephones and keyboards. The SABE custodial team will clean and/or disinfect all workspaces at their designated cleaning time. Students are not permitted to do any cleaning. If the school custodian is needed for any cleaning/disinfecting in a classroom, the request needs to be made through the school director via Voxer or phone call.

Please note that proper equipment such as acceptable disinfectant and PPE will be provided by the school and should be used when cleaning individual workspaces. Employees should use gloves when handling and cleaning/disinfecting any areas.

There will be limited to no access to certain workspaces to reduce exposure to risks and ensure employee safety. Workspace usage is as follows:

Building Capacity– SABE administration will be monitoring the number of employees and students in the building while the risk of infection exists.

Front Office– There should be no gathering in the front office or students coming to or being sent to the front office. All payments and student lunch are done electronically. All communications to the front office need to be through Voxer or via telephone call to the office clerk or Health assistant, or administration.

Student assemblies and large student group events and congregations will be unless 3-6 feet distancing can be adhered to.

SECTION 2: Staff: Health, Safety & Support

VISITOR RESTRICTIONS

SABE will allow limited visitation and volunteering opportunities to our campus. Protocols have been developed and put in place to maintain the safety of the students and staff. Only SABE staff, authorized personnel, and authorized volunteers are allowed on campus. Only volunteers and other visitors who have provided proof of being fully vaccinated will be allowed without masks, all others must wear masks when in our building. At no time should a visitor or volunteer be on campus who has any COVID symptoms (see chart). Visitors and volunteers must complete the Dr. Owl health screener with the front desk clerk.

SOCIAL DISTANCING

Social distancing is an effective way to prevent potential infection. SABE students, employees, parents, and visitors should attempt to practice staying approximately 3-6 feet away at all times possible from others and eliminating contact with others, as defined below.

- Traffic Flow – Taped marks on the floor throughout the building to aid and maintain the social distancing requirement of 3-6 feet

Social Distancing

Social distancing is recommended in schools. Adults are recommended to maintain 6 feet of social distance to the extent possible from other adults and from students. Students are recommended to maintain 3 feet of social distance to the extent possible, except when eating, exercising, playing wind instruments, and singing or shouting, in which case 6 feet of social distance to the extent possible is recommended. Schools may require that everyone on campus maintains social distance.

Updated NMPED Toolkit 07/20/2022

STAFF SCREENING PROTOCOLS

Staff are expected to screen each day prior to coming to school, and staff with symptoms and/or close exposure to an individual with COVID-19 should not attend school on-site. . They must contact the schools executive director to determine next steps in testing or the need to quarantine. Reporting needs to be done as soon as possible and not delayed for any means. At home tests are not an allowable COVID-19 test at SABE when experiencing symptoms.

Screening includes consideration about whether the student has recently begun experiencing any of the following symptoms in the chart in a way that is not normal for them.

COVID-19 Symptoms

The table below provides two symptom sets with clinical definitions for COVID-19 (in the absence of another diagnosis—see **Acute vs Chronic COVID Symptoms**). COVID-19 is suspected if an individual has one symptom from column one, OR two symptoms from column two.

COLUMN 1 ONE SYMPTOM & COVID IS SUSPECTED	COLUMN 2 TWO SYMPTOMS & COVID IS SUSPECTED
<ul style="list-style-type: none"> • Cough • Shortness of breath • Difficulty breathing • Olfactory disorder • Taste disorder • Confusion or change in mental status • Persistent pain or pressure in the chest • Pale, gray, or blue-colored skin, lips, or nail beds, depending on skin tone • Inability to wake or stay awake 	<ul style="list-style-type: none"> • Fever (measured or subjective) • Chills • Rigors • Myalgia • Headache • Sore throat • Nausea or vomiting • Diarrhea • Fatigue • Congestion or runny nose

Updated NMPED Toolkit 07/20/2022

GUIDANCE IF FAMILY/STAFF MEMBER IS EXPOSED

If staff has been in contact with someone who is COVID-19 positive, our first concern is for their health and safety and those around them. We will follow NMPED guidelines and recommendations as noted and defined below.

Close Contact: Someone who over a 24-hour period, has a cumulative exposure of fifteen minutes or longer within six feet of a confirmed COVID-19 case with or without a face covering.

- **Exception:** In the pre-K – 12 setting (including transportation), the close contact definition *excludes* students who were within 3 to 6 feet of an infected student (laboratory-confirmed or a [clinically compatible illness](#)) where
 - » both students were engaged in consistent and [correct](#) use of [well-fitting](#) face [masks](#); and
 - » other [K-12 school prevention strategies](#) (such as universal and correct mask use, physical distancing, increased ventilation) were in place in the K-12 school setting.**This exception does not apply to teachers, staff, or other adults in the pre-K-12 setting.**

Updated NMPED Toolkit 07/20/2022

If UNVACCINATED, please do the following:

1. Quarantine in a specific room away from others in your home.
2. Contact the following (in order of priority), let them know you have been exposed to COVID19, and then follow their instructions.
 - d. Your healthcare provider
 - e. COVID-19/Coronavirus Hotline: 1-855-600-3453
 - f. SABE's Director: 505-771-0555 or 505-235-1550

Staff who are FULLY VACCINATED against COVID-19 are not required to quarantine if they meet the following criteria: (executive director must have proof of the vaccination status for this to be considered)

1. Are fully vaccinated (i.e., more than 2 weeks prior to 2nd vaccine in a 2-dose series or the booster shots)
2. Have remained asymptomatic since the current COVID-19 exposure

It is recommended that the individual get tested for COVID-19 five days after exposure if asymptomatic and wear a mask in public indoor settings for 14 days or until they receive a negative test result. They should isolate and test immediately if symptoms develop.

Quarantine: Keeping individuals who were in close contact with someone who has COVID-19 away from others. Close contacts with a confirmed case of COVID-19, should stay home from school, work, and other activities for 5 days following their last exposure. Exposed contacts should be tested for the novel coronavirus (SARS- CoV-2) at 5 days following the last exposure to a confirmed case. If the close contact has a positive result, isolation should be implemented as described above.

For the first 90 days after a positive PCR or school-based rapid antigen test, individuals who have had COVID-19 infections and who have completed their self-isolation periods, do not need to quarantine if they are a close contact of a COVID-19 infectious person. It is recommended that the individual get tested for COVID-19 five days after exposure if asymptomatic, and should isolate and test immediately if symptoms develop.

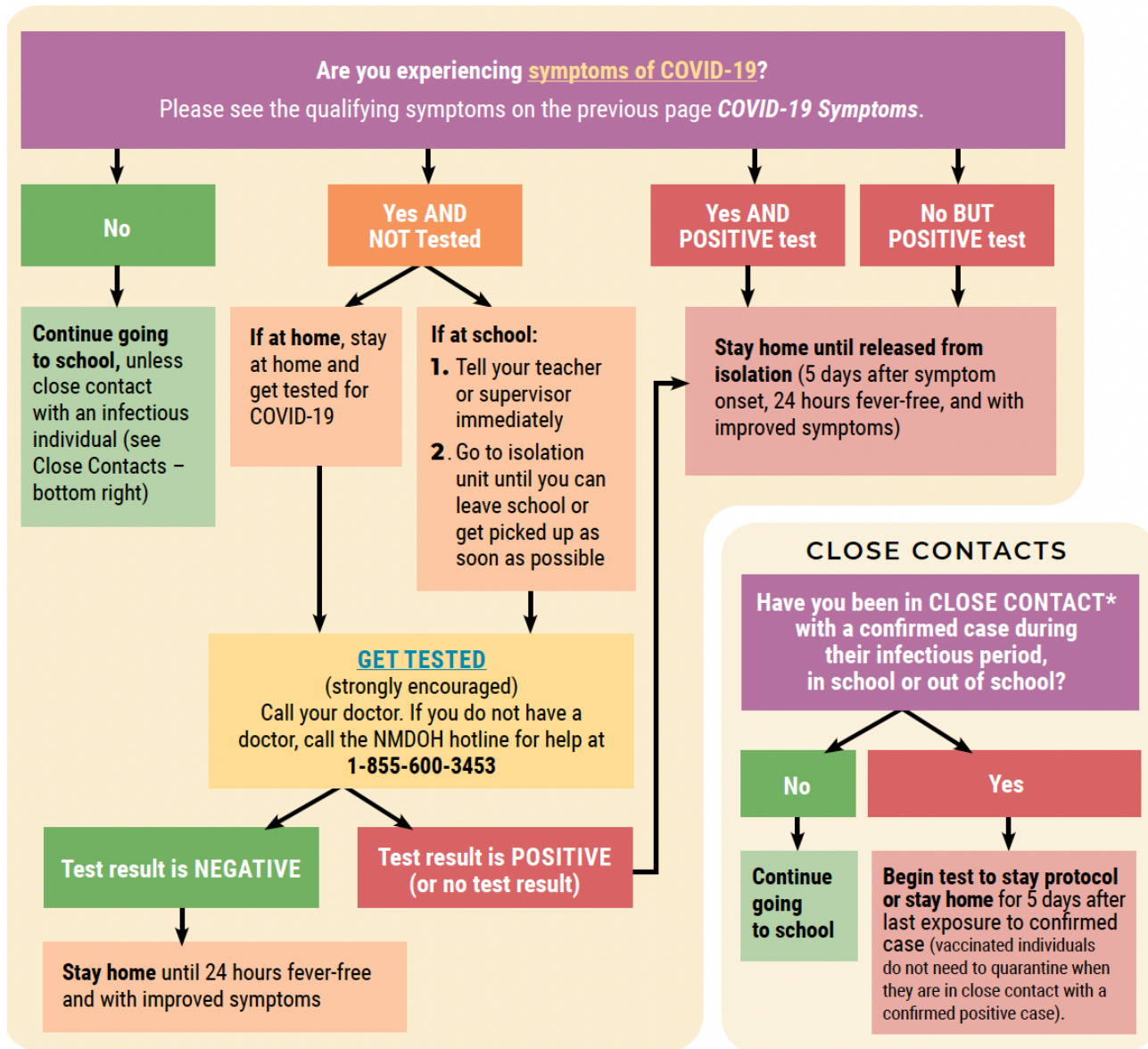
Individuals who have had close contact with a COVID-19 infectious individual are not required to quarantine if they [are up to date with COVID-19 vaccinations as recommended by the CDC – including boosters](#).

It is recommended that the individual get tested for COVID-19 five days after exposure. The individual should isolate and test immediately if symptoms develop.

Updated NMPED Toolkit 07/20/2022

School Staff & Student Decision Tree

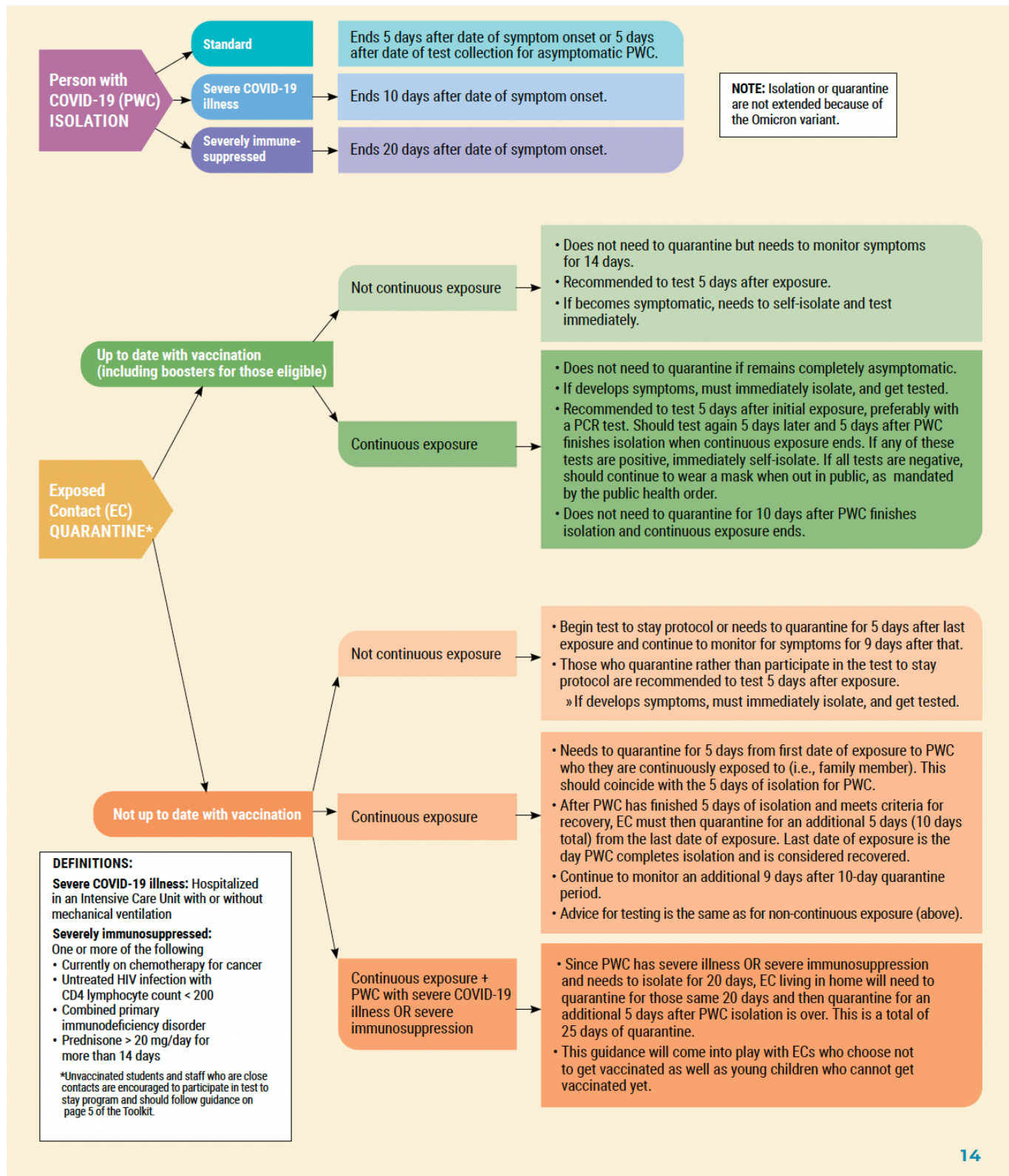
The following decision tree was created for families, students, and staff to better understand the steps that should be taken if an individual develops symptoms. Close contacts who are up to date with vaccination (including boosters for those eligible) are not required to quarantine and are encouraged (not required) to test 5 days after exposure or at onset of symptoms. Unvaccinated close contacts must begin test to stay protocol (page 4 of the Toolkit), or quarantine for 5 days, and are strongly encouraged to be tested five days after exposure or at onset of symptoms.



Symptoms in a Recovered Individual: If a person is positive for COVID-19, completes their self-isolation, recovers, and then develops new COVID-like symptoms within 90 days of their first infection, they should stay home until fever-free for at least 24 hours without fever-reducing medication and with improvement in symptoms. They may consider consulting their healthcare provider for additional guidance. If a person who was positive for COVID-19 more than 90 days ago develops new COVID-like symptoms, they should follow the same guidance as for someone who was never previously a case.

ISOLATION PROTOCOLS - STAFF DISPLAYING COVID-19 SYMPTOMS

Quarantine & Isolation Decision Tree



While at school, when a staff member displays symptoms of COVID-19, or reports feeling feverish, they will report it immediately to the school executive director and go home

Students will be removed from the classroom where the staff member just was and taken to an alternate location on campus (e.g. go on a walk outside, move to a different classroom, etc.) so that the classroom can be disinfected.

Consistent with school notification requirements for other communicable diseases, and consistent with legal confidentiality requirements, schools will notify all teachers, staff, and families of all students in a school if a *lab-confirmed COVID-19* case is identified among students, teachers or staff who participate in any on activities where children are.

Individuals who were in close/direct contact with an individual who is lab-confirmed to have COVID-19 will be notified of their requirement to quarantine until the 5-day incubation period has passed.

Students and staff with known close contact to a person who is lab confirmed to have COVID-19 will not be allowed to return to work/school until the end of the 5-day self- quarantine period from the last date of exposure if that individual did not experience COVID-19 symptoms during that period. If the individual experienced symptoms, they must stay at home until the conditions outlined or return to work/school are met.

If an individual who has been in a school is lab-confirmed to have COVID-19, the administration will notify the local health department, in accordance with applicable federal, state and local laws and regulations, including confidentiality requirements of the Americans with Disabilities Act (ADA) and Family Educational Rights and Privacy Act (FERPA).

During the isolation period, individuals are required to self-monitor daily for symptoms of COVID-19 and this log will have to be presented prior to returning to school/work:

- Check and record their temperature twice a day
- Contact a healthcare provider immediately if they:
 - Feel feverish or have a temperature of 100.4⁰ F or higher
 - Develop a cough or shortness of breath
 - Develop mild symptoms like sore throat, muscle aches, tiredness, or diarrhea
 - Avoid contact with high risk individuals (unless they live in the same home and had same exposure as you)

RETURN TO WORK/SCHOOL PROTOCOLS

In the event that a SABE teacher, staff, student, or other campus visitor is either lab confirmed positive for COVID-19 or experiences the symptoms of COVID-19, they must stay at home throughout the infection period and cannot return to campus until cleared for re-entry. This isolation period is 5 days and then must wear a mask for 5 additional days.

Individuals who are confirmed to have COVID-19 will not be allowed to return to work/school until they meet criteria as established by the CDC and/or are released by their physician.

Confirmed COVID-19 with Symptoms:

- At least 3 days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications;
- Symptoms have improved; and
- At least 5 days have passed since symptoms first appeared Confirmed COVID-19 without Symptoms:
- 5 days have passed since positive test

Unconfirmed COVID-19 with Symptoms

In the case of an individual who has symptoms that could be COVID-19 and who is not evaluated by a medical professional or tested for COVID-19, such individual is assumed to have COVID-19, and the individual may not return to the campus until the individual has completed the same set of criteria listed above.

If the individual has symptoms that could be COVID-19 and wants to return to school before completing the above stay at home period, the individual must either (a) obtain a medical professional's note clearing the individual for return based on an alternative diagnosis or (b) receive two separate confirmations at least 24 hours apart that they are free of COVID via acute infection tests at an approved COVID-19 testing location found at <https://cvprovider.nmhealth.org/directory.html>

PERSONAL PROTECTIVE EQUIPMENT (PPE)

In order to minimize exposure to COVID-19, PPE is non-required but highly recommended of all staff, teachers, and students while at school. PPE for staff will be provided by SABE. This will be one facemask. Allowable PPE for staff are face masks.

In addition to using PPE, it is important to:

- Wash your hands often with soap and water for at least 20 seconds. Use hand sanitizer with at least 60% alcohol if soap and water are not available
- Avoid touching your eyes, nose, and mouth

- Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow

HAND WASHING/SANITIZING EXPECTATIONS

School personnel will be trained on social distancing and proper hand washing. Hand sanitizer will be available at the main entry to campus, in classrooms, in the cafeteria and in common areas throughout the campus.

Teachers will:

- provide hand sanitizer upon entry to classroom and periodic teacher reminders during instructional day
- require thorough hand washing after recess, before eating, following restroom breaks

Disinfecting Expectations

Staff will have access to disinfectant to sanitize high-touch and working surfaces and shared objects regularly. Staff will limit the use of shared supplies.

Teachers will provide mini-lessons daily to students on how to use masks/face coverings, maintaining the 3-6-foot social distancing, coughing and sneezing into their bent elbow and washing/using hand sanitizer often.

SOCIAL DISTANCING

Social distancing is an effective way to prevent potential infection. SABE employees, authorized personnel, students, parents, and visitors should practice staying approximately 3-6 feet away from others and eliminating contact with others while in the building or on campus, whenever possible.

- Traffic Flow – Floors are marked throughout the school in order to maintain the social distancing recommendations of 3-6 feet
- Ad-hoc Interactions/Gatherings – Non-essential/informal meetups and visiting will be discouraged

Social Distancing

Social distancing is recommended in schools. Adults are recommended to maintain 6 feet of social distance to the extent possible from other adults and from students. Students are recommended to maintain 3 feet of social distance to the extent possible, except when eating, exercising, playing wind instruments, and singing or shouting, in which case 6 feet of social distance to the extent possible is recommended. Schools may require that everyone on campus maintains social distance.

Updated NMPED Toolkit 07/20/2022

PERSONAL WORKSPACE/CLASSROOM

All teachers and students are asked not to visit other classrooms or workspaces. Employees are required to disinfect their own personal workspace (teacher desk, work area, etc) at the beginning and end of the day, and throughout the day, giving special attention to commonly touched surfaces. Supplies will be provided in each workplace/classroom. Students are not permitted to do any cleaning. If the school custodian is needed for any cleaning/disinfecting in a classroom, the request needs to be made through the school director via Voxer or phone call.

Please note that proper equipment such as acceptable disinfectant and PPE will be provided by the school and should be used when cleaning individual workspaces. Employees should use gloves when handling and cleaning/disinfecting in any areas.

SHARED WORKSPACE

SABE has alcohol-based hand sanitizers throughout the school and in common areas. Teachers will train and ensure that students are being mindful of the use of the hand sanitizing products and know how to use the product. Cleaning sprays and rags/wipes are also available to teachers/staff to clean and disinfect frequently touched objects and surfaces such as telephones and keyboards. The SABE custodial team will clean and/or disinfect all workspaces at their designated cleaning time. Students are not permitted to do any cleaning. If the school custodian is needed for any cleaning/disinfecting in a classroom, the request needs to be made through the school director via Voxer or phone call.

Please note that proper equipment such as acceptable disinfectant and PPE will be provided by the school and should be used when cleaning individual workspaces. Employees should use gloves when handling and cleaning/disinfecting any areas.

There will be limited to no access to certain workspaces to reduce exposure to risks and ensure employee safety. Workspace usage is as follows:

Building Capacity– SABE administration will be monitoring the number of employees and students in the building while the risk of infection exists.

Front Office– There should be no gathering in the front office or students coming to or being sent to the front office. All payments and student lunch are done electronically. All communications to the front office need to be through Voxer or via telephone call to the office clerk or Health assistant, or administration.

Student assemblies and large student group events and congregations will be unless 3-6 feet distancing can be adhered to.

Teacher's Lounge–This space is open but it is highly recommended that you are aware of the COVID-19 protocols to keep yourself safe.

SECTION 3: Operations / Facilities

FACILITIES CLEANING

The safety of our employees and students are our first priority. Prior to reopening, our schools will have been completely cleaned and disinfected and we will continue to adhere to all necessary safety precautions as recommended from the NMDOH and CDC. In addition to the deep clean of the office and school before employees and students return, the cleaning steps outlined below are to be taken to disinfect workplace surfaces, chairs, tables, etc. to protect employees and students and reduce the risk of spread of infection. We will require employees to maintain this safety standard by continuously cleaning and disinfecting based on the frequency stated below.

GENERAL DISINFECTION MEASURES

Category	Area	Frequency
Workspaces	Classrooms, Offices	At the end of each use/day
Shared Appliances	Microwave, Coffee Machine	Please disinfect after your own personal use and clean prior to using it as well.
Shared Appliances	Refrigerator	At least 3-4 times a week
Electronic Equipment	Copier machine	Please disinfect after your own personal use and clean prior to using it as well.
General Used Objects	Door handles, light switches, sinks, restrooms	At least 3-4 times a day
Common Areas	Cafeteria, offices, Common Areas	At the end of each use/day; between groups

GENERAL & DEEP CLEANING DISINFECTION MEASURES PROTOCOL

Frequent cleaning and disinfecting will promote a healthy learning and work environment for students and staff.

Custodial staff and Health assistant will be trained in proper cleaning and sanitation techniques of high touch surfaces and areas and specialized equipment.

Daily Campus Cleaning

Each classroom, campus offices, and restrooms will be disinfected daily. This process will include the use of CDC/EPA disinfectant and custodial staff will indicate the date/time of last cleaning in each location on a log. Inspections will be conducted daily to ensure thorough disinfection has occurred.

All high touch areas will be disinfected multiple times daily.

Custodial staff will be provided masks, gloves and other PPE during work hours.

Staff will have access to disinfectant to sanitize working surfaces and shared objects after each use and during breaks in instruction.

Additional Cleaning Measure for COVID-19 Positive Cases on Campus

If a classroom or facility is closed due to COVID-19 spread, hospital grade disinfectant will be used. Any areas heavily used by the lab-confirmed case will be closed off until non-porous surfaces can be disinfected, unless more than 3 days have passed since that person was on campus.

Additional Measures for Disease Mitigation

Shields will be installed in areas of high contact (e.g., receptionists) desks or tables will be socially distanced as much as instructionally possible.

Water fountains have been replaced by water filler stations, which will be operational. Regular drinking from the fountains is not allowed.

Students will be encouraged to bring water bottles to school for their personal use.

SIGNAGE

Signage, in both English & Spanish will be placed throughout the offices and school. Teachers and staff are encouraged to teach students what each sign reads and help them understand the meaning behind each poster.

EMERGENCY DRILLS

We will adhere to the requirements of Senate Bill 147 and hold emergency drills when students are present at the school. We will remain in the same designated location for evacuation drills as they are in compliance with social distancing.

OUTSIDE FOOD/PACKAGE DELIVERY

Bringing or sharing refreshments during class/meetings with other staff and/or students is prohibited in order to limit the risk of contamination. Students will not be allowed to eat other than during the lunch block. We ask that there be no food delivered and that food be kept at your assigned space, if possible. Personal deliveries such as food and/or packages should not be delivered to SABE.

PREVENTIVE MATERIAL INVENTORY

SABE will plan accordingly to:

1. Ensure that the school district has an adequate supply of soap, hand sanitizer, paper towels, and tissues.
2. Ensure that there is a supply of gloves and other protective gear including disposable masks, overalls (custodial), and washable masks for all staff.

3. Have touchless thermometers on-site for employee and student screening.

STUDENT DROP-OFF/PICK-UP PROTOCOLS

SABE has developed new protocols for student pick up at dismissal time.

During the pick-up time, the staff will be using an application (Drive Line) that will make the process safer and more efficient. Teachers and staff will be trained on this and a message

When a child is picked up before the regular dismissal time, when the parent/guardian drives up, they must call the front office and indicate who they are, who their child(ren) is/are, and the reason for early pick up. The front office staff will walk to the child's classroom and help them collect their belongings. When the office staff and child are at the front door, the parent will come and show their identification, sign out the student pick up log and the child will be released. If the person is unknown to the front office staff, the person picking up the child will need to be confirmed on the student information system.

RESTROOM USAGE DURING THE WORK DAY

Administration will establish maximum capacity for the facility that allows for social distancing and post the maximum capacity sign on each restroom door. Teachers will schedule bathroom breaks (age appropriateness) for their classes. A schedule will be posted on the door. If a child needs to go to the bathroom outside of these breaks, he/she must be escorted to the bathroom by an adult. A runner will be identified for teacher breaks as needed. Touchless soap dispensers and paper towels have been installed in the restrooms.

LOCKERS (Middle School)

Lockers will not be used until further notice.

VISITORS ON CAMPUS

SABE will allow limited visitation and volunteering opportunities to our campus. Protocols have been developed and put in place to maintain the safety of the students and staff. Only SABE staff, authorized personnel, and authorized volunteers are allowed on campus. Only volunteers and other visitors who have provided proof of being fully vaccinated will be allowed without masks, all others must wear masks when in our building. At no time should a visitor or volunteer be on campus who has any COVID symptoms (see chart). Visitors and volunteers must complete the Dr. Owl health screener with the front desk clerk.

LUNCH PROGRAM

While plans are not finalized with Bernalillo Public Schools as of writing this, we will maintain our partnership with BPS and continue our lunch program at SABE. Students will eat their breakfast in the classroom and protocols will be established for lunch which will be held in the cafeteria. This will be changed should the need

arise. Students will be required to have their lunch on hand when dropped off in the morning. If they do not have a lunch prepared from home, they will be provided a school lunch. Food will be delivered to their classrooms and desktops disinfected prior to eating.

CLASSROOM ARRANGEMENTS

Classroom arrangements will be made to adhere to social distancing, when possible, and best practice instruction with each classroom teacher.

SOCIAL-EMOTIONAL WELL-BEING OF STUDENTS AND STAFF

SABE will provide videos and resources for parents and teachers to access. Teachers will have weekly check-ins with students, especially those that have chosen to participate in the full online academy option. Training will be provided by our school social worker and continued consultation will be made to continue supporting the social emotional well being of students and staff. The SABE administration will also be taking feedback from the staff to continue developing parent outreach and support. Consultation will be made with the New Mexico Public Schools Insurance Authority to verify availability of counseling services for staff.

STAFF TRAINING

It is very important that all employees understand the safety requirements, protocols and expectations to ensure everyone and their communities stay safe and prevent the spread of the COVID-19 virus. We will structure the training plan to effectively disseminate information to all teams and audiences, including parents and students. Additionally, teaching staff will be provided trainings to support successful implementation of instructional plan. All training will be held via Zoom or virtually.

Staff and teachers:

- 1) Training to support and maintain the health and safety of staff and students
- 2) Training to support the implementation of the instructional products for the Hybrid and Online Academy
- 3) Training to support the technology learning needs of staff, teachers and students and families
- 4) Orientation training to support new staff

Families and teachers:

- 1) Reference sheets and video training will be available for parents and teachers on all new technology, products, and services that will help their child be successful during the Hybrid and/or Online Academy time. Teachers will check in weekly with all students and if there are training needs, administration will be notified.

Custodial & Health Assistant:

- 1) Risk management trainings to support requirements for disinfection to eliminate the virus (CDC, DOH, POMS)
- 2) Disinfection methods, comprehensive cleaning training (Weiss Brothers Custodian Training)
- 3) Cleaning Crew Protocols (Developed by committee)

Other Content to be Covered:

1. All training topics can be reinforced with signage in the buildings
2. School/District checklists
3. Response Teams
4. Disinfection Measures
5. Drop off/Pick up of students
6. Isolation protocols
7. On-site health screening
8. Daily self-screenings
9. Food Service
10. Health Specific
11. COVID-19 Specific

COMMUNICATION METHODS

District-to-Staff: The following methods of communication are used when the district communicates to the staff and teachers: Voxer, email and weekly Zoom meetings

District-to-Parents/Families: The following methods of communication are used when the district communicates to the parents, families and community: Weekly newsletters, email, School Messenger, www.nmsabe.org, ClassDojo

Teacher-to-Parents: The following methods of communication are used when the teacher communicates to the parents on class specific topics: Weekly newsletters, weekly check-ins, email, ClassDojo

Parents-to-Teachers: The following methods of communication are used when the parents communicate to the staff, teachers, administration: Email, ClassDojo, telephone message

TRIBAL CONSULTATION

SABE will attempt to inquire and request of parents to serve as tribal representatives for our students representative of their respective communities. The plan will be shared with tribal leaders to get additional input.

SUBSTITUTE TEACHERS

There will be district identified substitutes. We will not use outside substitute teachers until further notice. If a teacher becomes ill while at school or home and cannot provide the required “instruction”, a substitute might be called if deemed necessary by administration. Staff should not report to work if any illness includes COVID19 symptoms. Notification of the need for a substitute needs to be made as early as possible, no later than 5:30am.

SECTION 4: Health Office Protocols

HEALTH SERVICES (COVID-19)

When and if a child has Covid-19 symptoms, they will report this to their teacher. The teacher will contact the Health assistant via telephone. The Health assistant will report to the child's classroom and escort them to the front office.

If someone is showing any of these signs, 911 may be called for immediate care:

- Trouble breathing
- New confusion
- Bluish lips or face
- Persistent pain or pressure in the chest
- Inability to wake or stay awake

While at school, when a student has displayed symptoms of COVID-19, or reports feeling feverish, they will be given an immediate temperature check to determine if they are symptomatic for COVID-19. Students who are ill will be separated from their peers and remain in the designated area until they are picked up. They should be picked up within 30 minutes and no later than 45 minutes from the time the school contacted the student's parent/guardian. If a student's parent/guardian is not available, the emergency contacts will be contacted. If the child is not picked up after one hour of initially being seen, administration may choose to contact CYFD and/or local authorities.

If a student has to be isolated based upon the screening, other students will be removed from the classroom and taken to an alternate location on campus (e.g. go on a walk outside, move to a different classroom, etc.) so that the classroom can be disinfected.

HEALTH SERVICES (Non-COVID-19)

When and if a child has other ailments that are non-Covid 19 symptom-like, they will report this to their teacher. The teacher will assist the child, if possible, to self treat. If that is not an option, the Health assistant will be contacted via telephone and report to the child's classroom for treatment. Having the child go to the Health's office will not be allowed unless escorted by another adult in the event of an emergency. These other ailments might include:

- Nausea
- Dizziness
- Allergic reaction
- Head Lice
- Sprained extremity
- Nose bleed
- Stomachache
- Cramps
- Lightheadedness
- Toothache
- Broken Bone
- Soiled clothing
- Scrape/scratch
- Allergies
- Cuts
- Dry skin
- Headache

In any event that the Health assistant or administration feels it appropriate, 911 may be called in emergency situations.

HEALTH CONSULTATION

SABE contracts with Charter School Nursing Services and has a Health on site one time per week. We are in constant consultation with our Health and they are on call for services.

SECTION 5: Student Learning & Academics

AT SCHOOL LEARNING

Description:

For this option, students will be joining their teachers and classmates on campus. During the face-to-face class time, teachers will provide direct instruction to students ensuring they are covering grade-appropriate standards.

Student responsibility:

Students, while in the classroom, will follow established norms of regular class, while also following social distancing norms set forth by the school. Students will attend class regularly, as well as complete home-learning assignments as given by teachers.

ATTENDANCE

SABE will adhere to our Attendance Policy and when a child is absent due to reported COVID related issues, coding within our Student Information System will be used. All absences must be called in on a daily basis to the front office or to our registrar.

PAPER/AT HOME PACKETS

Paper based products will be determined on a case by case basis in collaboration with the classroom teachers.

COVID-19 Response Toolkit for New Mexico's Public Schools

F O R S C H O O L Y E A R 2 0 2 2 / 2 0 2 3

The release of this updated toolkit replaces and supersedes the previously released Toolkit

REPORTING

Notify New Mexico Public Education Department (NMPED) of confirmed cases of COVID-19 who were infectious while on campus.

- » CALL **505-476-5825**
- » WEB [Rapid Response Submission](#)

Report all staff member cases of COVID-19 to the New Mexico Environment Department (NMENV) within 4 hours of notification by [completing the webform](#).

PREVENTION

- Get vaccinated
- Maintain physical distance
- Wear a face mask
- Wash your hands often with soap and water
- Clean regularly

TRANSMISSION

The virus spreads from person-to-person primarily:

- Through respiratory droplets produced when an infected person coughs, sneezes, or talks.
- When droplets land in the mouths or noses, or are inhaled into the lungs, of people who are nearby.
- By symptomatic and asymptomatic individuals.

Please note that while Bureau of Indian Education schools may use NMPED's Rapid Response protocols, this Toolkit does not apply to them.

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- Updates to this Toolkit from the April 21, 2022, version include:
- Clarification of the definition of up-to-date vaccination
 - Social distancing is recommended but not required
 - Considerations if implementing Test to Stay
 - Districts and charter schools are no longer required to report staff surveillance testing data through the NMDOH Provider Portal for COVID-19.

Definitions

Asymptomatic Confirmed Case: A person who has tested positive for COVID-19 by laboratory testing but did not experience any symptoms of illness within 10 days of the test.

Close Contact: Someone who over a 24-hour period, has a cumulative exposure of fifteen minutes or longer within six feet of a confirmed COVID-19 case with or without a face covering.

- **Exception:** In the pre-K – 12 setting (including transportation), the close contact definition *excludes* students who were within 3 to 6 feet of an infected student (laboratory-confirmed or a [clinically compatible illness](#)) where
 - » both students were engaged in consistent and [correct](#) use of [well-fitting](#) face [masks](#); and
 - » other [K–12 school prevention strategies](#) (such as universal and correct mask use, physical distancing, increased ventilation) were in place in the K–12 school setting.**This exception does not apply to teachers, staff, or other adults in the pre-K–12 setting.**

Confirmed Case: A person who has tested positive for COVID-19 on a Polymerase Chain Reaction (PCR) or antigen test from a respiratory or oral specimen.

Cohorting: The practice of keeping groups of students, and staff together over the course of the school day with the goal of limiting exposures to only those within the same cohort. This practice may help reduce the spread of COVID-19 by:

- Limiting exposure to an individual with COVID-19 to one particular cohort and not posing a broad risk to the rest of the school.
- Facilitating more efficient contact tracing in the event of a positive case.
- Allowing for targeted quarantine, testing, and/or isolation of a single cohort, instead of school-wide measures in the event of a positive case or cluster.

Infectious Period: Time during which an infected person is contagious and most likely to spread disease to others. If students, staff, contractors or volunteers were at school during their infectious period, all of their close contacts must be identified and quarantined.

- For a confirmed symptomatic COVID-19 case, the infectious period starts two days prior to the illness onset date and continues five days after illness onset AND until patient is fever-free for 24 hours without the use of fever-reducing medications AND symptoms have improved.
- For a confirmed asymptomatic COVID-19 case, the infectious period starts two days prior to the specimen collection date and continues for five days after.
- If a confirmed asymptomatic COVID-19 case has severe immunosuppression, the infectious period starts two days prior to the specimen collection date and continues 20 days after.

Isolation: The act of keeping someone who is sick or who tested positive for COVID-19 away from others by staying home from school, work, and other activities while infectious.

- Isolation should last at least 5 days after the onset of symptoms,

and until fever-free for 24 hours without the use of fever-reducing medications, and experiencing improvement of symptoms.

- For people who never had symptoms, the isolation period is 5 days after the date their first positive test was collected. Vigilant mask wearing for 5 days after the isolation periods is also required (days 6–10).
- If someone has a severe illness or severe immunosuppression, the isolation period should be extended to 20 days.
- A negative test is not required to determine when to end the isolation period. Nor does a negative test end the isolation period. When in doubt, the New Mexico Department of Health should be consulted.

Quarantine: Keeping individuals who were in close contact with someone who has COVID-19 away from others. Close contacts with a confirmed case of COVID-19, should stay home from school, work, and other activities for 5 days following their last exposure. Exposed contacts should be tested for the novel coronavirus (SARS-CoV-2) at 5 days following the last exposure to a confirmed case. If the close contact has a positive result, isolation should be implemented as described above.

For the first 90 days after a positive PCR or school-based rapid antigen test, individuals who have had COVID-19 infections and who have completed their self-isolation periods, do not need to quarantine if they are a close contact of a COVID-19 infectious person. It is recommended that the individual get tested for COVID-19 five days after exposure if asymptomatic, and should isolate and test immediately if symptoms develop.

Individuals who have had close contact with a COVID-19 infectious individual are not required to quarantine if they [are up to date with COVID-19 vaccinations as recommended by the CDC – including boosters](#).

It is recommended that the individual get tested for COVID-19 five days after exposure. The individual should isolate and test immediately if symptoms develop.

Severe Illness: Indicated by hospitalization in an intensive care unit with or without mechanical ventilation.

Severe Immunosuppression: Severe suppression of immune response of an individual includes being on chemotherapy for cancer, untreated HIV infection with CD4 T lymphocyte count <200, combined primary immunodeficiency disorder, and receipt of prednisone >20 mg/day for more than 14 days.

- Other factors such as advanced age, diabetes mellitus, or end-stage renal disease, may pose a much lower degree of immunocompromise and not clearly affect decisions about duration of isolation.

Vaccines: PED will follow the CDC recommendations and consider vaccines “up to date” when an individual has received all approved doses of a COVID-19 vaccine including boosters, when eligible.

Test to Stay (Modified Quarantine)

Test to Stay is recommended practice to be implemented and managed at the LEA or school Level. It may be accomplished through home rapid antigen testing with a signed assurance from parents or student (if the student has reached the age of majority).

Funding which had been provided to cover tests and testing processes by third parties is no longer available. However, ELC grant extension funding may be used to support school testing. When Test to Stay is implemented locally, free testing options must be made available to all families.

Students and staff participating in test to stay may ride school transportation and participate in instructional activities at school. They may also participate in extracurricular activities, including athletics.

To participate in test to stay requires an individual to test negative on rapid COVID-19 tests on selected test to stay testing days. Schools are to provide testing for test to stay a minimum of three days during the school week. A school may require individuals test more frequently than the required three testing days. When a student or staff member is absent, the testing sequence resumes on the subsequent testing day. Failure to test (regardless of the reason) when the individual is at school on a testing day terminates test to stay for the individual and a return to quarantine at home for the duration of the quarantine period is required.

Individuals with quarantine requirements longer than 5-days should continue to participate in test to stay until their quarantine time is finished. For example, household close contacts should participate in test to stay for at least 10 days. In the case that an individual participating in test to stay has a second close contact exposure while on modified quarantine, the testing sequence is to be restarted for the most recent close contact.

If an individual on test to stay exhibits COVID-19 symptoms requiring self-isolation, then modified quarantine is terminated and the individual must self-isolate at home pending confirmation of a negative PCR test (or two antigen tests taken 24–48 hours apart) for COVID-19 and ideally, an alternative explanation for the symptoms. If COVID-19 is confirmed, then self-isolation continues for five days following the day that symptoms began, with vigilant mask wearing required for an additional five days.

Test to stay does not change self-isolation requirements for those who have tested positive for COVID-19 and are within the infectious period.

Important Note: If you are notified that a household member of a student or staff member is infected with COVID-19, any unvaccinated students or staff members who reside in the same household of this confirmed case must quarantine or participate in test to stay programs.

Close contacts not participating in test to stay must quarantine for 5 days from the last date of exposure. If a close contact is continuously exposed (i.e., lives in the same household), the close contact must quarantine for the 5 days the positive person is infectious and an additional 5 days in case the close contact converts to positive. This means that household members living with a COVID positive individual must quarantine for a minimum of 10 days (5 days of infectious person + 5 days of quarantine without being around someone who is infectious). The infectious period begins two days before symptom onset or two days before day of specimen collection (for asymptomatic persons). If someone else tests positive in the home this resets the calendar for the other household members, and they will have a longer quarantine period than the initial 10 days.



COVID-19 Close Contact Quarantine Requirements

Those who are not up to date with COVID-19 vaccination and who are close contacts of COVID-19 infectious individual have two options. The primary option is participation in a test to stay program. Individuals opting not to participate in test to stay must quarantine at home to help stop the spread of COVID-19.

It is strongly encouraged that close contacts who are up to date with COVID vaccinations take a COVID-19 test on day five after exposure. Close contacts who have had laboratory-confirmed COVID-19 during the past 90 days and recovered, are not required to quarantine if they remain asymptomatic after the exposure. They should isolate and test immediately if symptoms develop.

For quarantine, the day of exposure (close contact) is day zero. Day one is the first day after exposure. The time of day of exposure does not matter, as the 5th day of quarantine is a full day quarantine. As an example, if an individual is exposed on the 1st day of the month, quarantine would go through the 6th of the month and assuming there were no other exposures, COVID-19 symptoms, or positive tests, the exposed individual could return to school the morning of the 7th.

EXAMPLE 1

Bob – Tested COVID-19 positive on November 5th but had no symptoms. Bob must self isolate through end of day on November 10th. Note: If Bob is severely immune suppressed, he must self isolate through November 25th.

Sally (unvaccinated) – Ate lunch with Bob (approx. 5 feet away) for 20 minutes on November 3rd. Sally starts her test to stay protocol or must quarantine through November 8th. Note: If Sally develops symptoms or tests positive, she will need to begin self-isolation.

In situations in which there is COVID-19 exposure at home (continuous contact with an infectious individual in the same household) the quarantine begins upon notification of the positive case in the household; however, counting of the 5 quarantine days does not begin until the infectious period of the COVID-positive individual is completed. Quarantine for household members is 10 days from symptom onset date or positive test so long as no other COVID-19 infections are identified in the household and there are no severely immune-suppressed individuals in the home.

If a second individual in the home tests positive then the quarantine clock is reset and the 10 days of quarantine

starts from the symptom onset date or positive test date for the second positive individual.

The infectious period of a COVID-positive individual begins two days before symptom onset, or two days before a positive test in asymptomatic cases and continues for five days after symptom onset, or positive test. However, in those who are severely immune suppressed the infectious period lasts 20 days.

Household members are those individuals who live together in a building that shares a ventilation system (this definition does not extend across households in multi-family dwellings such as apartment complexes). If household members live in separate buildings (with separate heating/cooling, bathroom and kitchen facilities), they may not necessarily be continuously exposed to COVID-19.

EXAMPLE 2 – multiple household members test positive

Siblings Jose, Pablo and Maria live in the same household and are unvaccinated. Jose develops COVID-19 symptoms on September 10 and stays home from school. He tested positive for COVID-19 on September 11th.

Pablo and Maria begin their quarantine on September 12th. On September 15th, Pablo and Maria get tested for COVID-19. Pablo tests positive, but Maria has a negative test.

Maria is tested again on September 20th and is again negative.

Jose's symptoms improved by the evening of September 15th and he may return to school on September 17th (24 hours after fever reduction/symptoms improved).

Pablo quarantined until September 15th and then began self-isolation. Pablo remained asymptomatic. Pablo may return to school on September 21st.

Maria never developed symptoms and never tested positive. She may return to school on September 26th, 10 days after Pablo's positive test. Maria quarantines for a total of 15 days.

EXAMPLE 3 – severely immune suppressed household member

Unvaccinated stepsisters Ashley and Patricia live in the same household. Ashley is on chemotherapy and is severely immune suppressed. Ashley develops COVID-19 symptoms on January 5th and stays home from school. She tests positive for COVID-19 on January 6th. Patricia begins her quarantine on January 7th.

On January 10th, Patricia tests negative for COVID-19.

Ashley's symptoms improved on January 15th and she may return to school on January 25th.

Patricia never developed symptoms and never tested positive. She is eligible to return to school on February 1st, 26 days after Ashley's symptom onset.

COVID-19 Preparation & Response for Schools

District Planning and Response Team

Assemble a COVID-19 District Planning & Response Team

1. Team Lead/Point Person
2. Leader & Deputies
3. Head Nurse
4. HR Director
5. Head of Operations & Facilities
6. Head of Security
7. Principals
8. An Educator (designated by the Union if educators are represented)
9. A Staff/Facilities Employee (designated by the Union if educators are represented)

At Each School. Prepare & Plan

Prepare a duty list and designate a backup for each team member.

Identify an isolation area for ill students or staff.

Plan for student pick up when one large area or the entire building needs to be evacuated at once:

1. Pick up of students
2. Sending staff home
3. Who stays last?
4. Will buses be used?

Plan for when a student cannot be picked up immediately.

Responsibilities of the School COVID-19 Point of Contact

Collect and maintain all information about who is in each building:

1. Staff rosters including cell phone numbers
2. On-site contractor rosters
3. Classroom and cohort rosters
4. Class schedules
5. After school program rosters
6. Real-time sign-in sheets/visitor rosters
7. Real-time student attendance data from school administrators
8. Bus route rosters
9. Each student's emergency contacts authorized to pick up, authorized medical care, and household member information, etc.
10. Up-to-date student addresses

Have key contact information on hand for state agencies who can answer questions:

- » NMPED hotline: 505-476-5825
- » NMENV/OSHA for recording staff cases: 505-476-8700
- » NMDOH COVID hotline for general questions: 1-855-600-3453
- » School Health Advocates contact information (available on page 30)



Communication for Schools

COVID-19 Point Person

Each school must identify a COVID-19 Point Person to liaise with the New Mexico Public Education Department (NMPED) Rapid Response Team. For many schools, the school nurse may be well-suited to serve in this role. In the event of a confirmed positive case in the school, the point person must be prepared to:

- Effectively communicate with NMPED and other state officials conducting case investigations;
- Provide up-to-date contact information for each student at the school;
- Identify close contacts of confirmed cases; and
- Ensure close contacts follow test to stay protocol, or if individual is not participating in test to stay, complete appropriate quarantine or isolation (if becomes positive) period prior to returning to school.

Please provide the name and contact information of the designated Point Person to NMPED in this [online spreadsheet](#). You may appoint one point person for all of your schools. However, please assign a back-up Point Person in the event that your Point Person is absent or ill.

Please see the ***Staff & Student Individual Decision Tree*** for additional information.

Confidentiality Considerations

An individual's right to privacy should always be considered. In sharing information with students, families, and staff members, report the fact that an individual in the school has been determined to have COVID-19, rather than specifically identifying the student or staff member who is infected.

However, in relation to the sharing of information with NMPED Rapid Response members or NMDOH School Health Advocates, the Federal Education Rights and Privacy Act (FERPA) permits non-consensual disclosures of Personally Identifiable Information (PII) from students' education records under the health or safety emergency exception to "appropriate parties" (such as public health officials) whose knowledge of the information is necessary to protect the health or safety of students or other individuals. Additional information regarding FERPA and COVID-19 may be found in the [U.S. Department of Education's FERPA & Coronavirus Disease 2019 \(COVID-19\) Frequently Asked Questions \(FAQs\)](#).



Rapid Response to a COVID-19 Case in an School Facility

RESOURCES:

- **NMPED Hotline:** 505-476-5825 (8am–6pm Monday-Sunday)
- [New Mexico Testing Sites](#)
- [COVID-19 Test Results](#) website indicates which NMDOH results tested negative
- [CDC Cleaning and Disinfecting Guidance](#)
- [COVID-19 Vaccination Registration System](#)

ACTION STEP	RESPONSIBLE	TIMELINE
1. Ensure the positive individual has been isolated and sent home. Inform the positive individual and his/her parents/guardians (if a student), that the positive individual will need to self-isolate for 5 days from the specimen collection leading to the positive test result (or symptom start date) AND until fever-free for 24 hours without fever reducing medication AND until symptoms are improved.	School Administrator or District/School COVID-19 Point Person	Within 4 hours of notification
2. If a staff member, also report the positive case within 4 hours to NMENV at 505-476-8700 .	School Administrator or District/School COVID-19 Point Person	Within 4 hours of notification
3. Determine the close contacts of the positive case and notify the close contacts, or parents of close contacts, so that the close contacts quarantines and may get tested. It is encouraged for close contacts to test on day 5 following exposure.		
4. Shut down impacted facilities/classrooms for a minimum of 2 hours (24 hours recommended) and perform enhanced cleaning, sanitizing, and disinfecting of facilities in accordance with CDC guidance.	School Administrator or District/School COVID-19 Point Person	Within 6 hours of notification
5. Maintain records of all positive cases reported to the school so the school can calculate the percentage of positive staff and students over the past 14 days and for reporting aggregate positive cases in the DOH's Provider Portal.	School Administrator or District/School COVID-19 Point Person.	Reporting required every Monday.
6. Call your regional School Health Advocate for any guidance needed regarding testing, cleaning, closure, etc.	School Administrator or District/School COVID-19 Point Person	No time requirement

What to Report for Schools

- If the case is a **staff member**, report to NMENV within 4 hours of notification by one of these methods:

» **EMAIL** NMENV-OSHA@state.nm.us
 » **CALL** 505-476-8700
 » **FAX** 505-476-8734



A “close contact” in a school is defined as:

- Anyone who came within six feet of the infected individual (even while wearing a mask) for a cumulative total of 15 minutes over a 24-hour period.
- **Exception:** In the pre-K – 12 setting (including transportation), the close contact definition *excludes* students who were within 3 to 6 feet of an infected student (laboratory-confirmed or a [clinically compatible illness](#)) where
 - » both students were engaged in consistent and [correct](#) use of [well-fitting](#) face [masks](#); and
 - » other [K–12 school prevention strategies](#) (such as universal and correct mask use, physical distancing, increased ventilation) were in place in the K–12 school setting.**This exception does not apply to teachers, staff, or other adults in the pre-K – 12 setting.**

Each district or school's COVID-19 Point Person must either report positive cases of COVID-19 to NMPED for any student, staff, or contractor, in the [PED Rapid Response Webform](#) OR must track their positive cases by school or office and provide a list of schools and offices in which more than 3% but less than 5% of staff and students have tested positive over the last 14 days, as well as those schools and offices with greater than 5% and report those schools and offices weekly in the [DOH provider portal](#). Positive staff member cases must be reported to the NMENV.

Data to be reported through the DOH Provider Portal by 10 am each Monday morning include:

- Charter school or school district headquartered in which county?
- Are staff and students required to wear masks at school and school sponsored events (yes/no)
- # PK–12 students and staff tested with PCR tests (including VAULT) this week
- # PK–12 students and staff tested with rapid antigen tests this week
- # PK–12 students and staff who tested positive for COVID-19 in past 7 days
- # School workers who completed an initial sequence of COVID vaccination
- # School workers who have received COVID-19 booster
- # School workers with an approved vaccination exemption (this should be zero)
- Is the school or district participating in test to stay?
- How is testing for test to stay being completed (PMG/ onsite-staff/other)
- Assurance school/district is tracking positive cases over past 14 days (Yes/No)
- Name of schools/offices with at least 3% but less than 5% of students/staff positive over the past 14 days
- Name of schools/offices with 5% or more of students/staff positive over the past 14 days
- Street address of school/office with 5% or more of students/staff positive over the past 14 days
- City of school/office with 5% or more of students/staff positive over the past 14 days

COVID-19 Symptoms

The table below provides two symptom sets with clinical definitions for COVID-19 (in the absence of another diagnosis—see **Acute vs Chronic COVID Symptoms**). COVID-19 is suspected if an individual has one symptom from column one, OR two symptoms from column two.

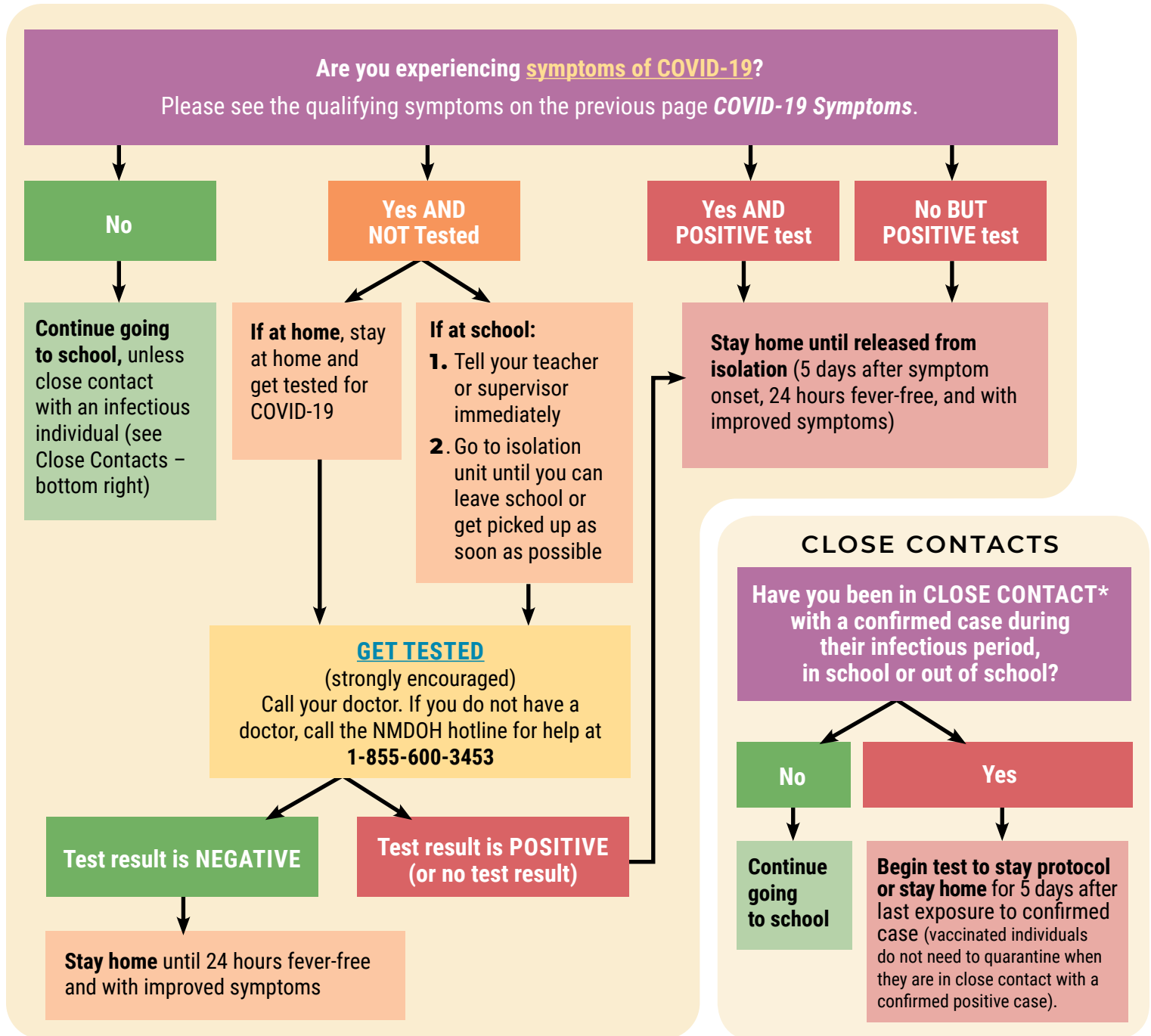
COLUMN 1 ONE SYMPTOM & COVID IS SUSPECTED	COLUMN 2 TWO SYMPTOMS & COVID IS SUSPECTED
<ul style="list-style-type: none"> • Cough • Shortness of breath • Difficulty breathing • Olfactory disorder • Taste disorder • Confusion or change in mental status • Persistent pain or pressure in the chest • Pale, gray, or blue-colored skin, lips, or nail beds, depending on skin tone • Inability to wake or stay awake 	<ul style="list-style-type: none"> • Fever (measured or subjective) • Chills • Rigors • Myalgia • Headache • Sore throat • Nausea or vomiting • Diarrhea • Fatigue • Congestion or runny nose



Throughout this document, “COVID-19 symptoms” refers to the sets of symptoms provided above.

School Staff & Student Decision Tree

The following decision tree was created for families, students, and staff to better understand the steps that should be taken if an individual develops symptoms. Close contacts who are up to date with vaccination (including boosters for those eligible) are not required to quarantine and are encouraged (not required) to test 5 days after exposure or at onset of symptoms. Unvaccinated close contacts must begin test to stay protocol (page 4 of the Toolkit), or quarantine for 5 days, and are strongly encouraged to be tested five days after exposure or at onset of symptoms.



Symptoms in a Recovered Individual: If a person is positive for COVID-19, completes their self-isolation, recovers, and then develops new COVID-like symptoms within 90 days of their first infection, they should stay home until fever-free for at least 24 hours without fever-reducing medication and with improvement in symptoms. They may consider consulting their healthcare provider for additional guidance. If a person who was positive for COVID-19 more than 90 days ago develops new COVID-like symptoms, they should follow the same guidance as for someone who was never previously a case.

*See definition of Close Contact on page 3.

Acute vs. Chronic COVID Symptoms in Schools

Acute Symptoms

Both vaccinated and unvaccinated students and staff with no known exposure to COVID-19 but with new onset COVID-19 symptoms, such as headache or runny nose, should be sent home to self-isolate and are encouraged to test. If the student or staff member provides proof of a negative PCR test result (or two rapid antigen test results taken 24–48 hours apart), they may return to school before the full 5 days of isolation. If they decide not to test, they must isolate for the full 5 days.

Symptomatic staff and students who have not provided evidence of COVID-19 vaccination are encouraged to get tested for COVID-19 with a PCR test (or two rapid antigen tests taken 24–48 hours apart) and should remain in isolation until the results are available. A negative test result will discontinue the isolation and the student or staff member may be allowed to return to school provided that the symptoms do not interfere with the ability to work or learn at school. If a person has had a known exposure to COVID-19, quarantine or participation in Test to Stay is required and it is recommended the person be tested five days after exposure.

Chronic Symptoms

Students who exhibit chronic, mild non-specific COVID-19 symptoms should have their symptoms assessed either by a school nurse or primary care provider. If there are no changes in symptoms from the baseline state, students would not need to be tested and may participate in school. If students have a change in symptoms from their baseline as assessed either by a school nurse or a primary care provider,

then the students should be tested for COVID-19 and be placed in isolation until the results are available. A negative result will discontinue the isolation. If a student has a change in their baseline state and the student does not get tested, the student must self-isolate for 5 days and be fever-free without fever reducing medication for 24 hours and have improving symptoms before returning to school.

Staff with allergies, asthma, or other non-infectious chronic disease which may present with mild non-specific COVID-19 symptoms should contact their primary care provider. The primary care provider may furnish the staff member with medical documentation stating that present, non-specific mild symptoms do not differ from the patient's baseline, indicating the individual may return to school without being tested for COVID-19.

Students or staff who have not provided evidence of COVID-19 vaccination, who have tested negative for COVID-19 in the past two weeks and who have no known exposure to COVID-19, should not be tested again in the presence of chronic symptoms that have not changed in a meaningful way during that interval. If those symptoms were to change from their baseline, then the student or staff should begin home isolation.

Students and staff with mild, chronic conditions, such as asthma or allergies, who have not provided evidence of COVID-19 vaccination and who receive a negative rapid antigen COVID test result, are not required to self-isolate and may participate in school and extra-curricular activities until such time as the individual has a positive COVID-19 test or has a change in symptoms. A note from a primary care provider is not required for reentry in such cases.

Special Considerations

School personnel should be aware of students who repeatedly present to the health office with symptoms requiring isolation. If a student has recently tested negative, has no known exposure, and continues to present with undiagnosed illness, the school health team may wish to meet with the parents/guardians and other school personnel involved in the child's education to discuss potential strategies to ensure in-person learning. When making decisions regarding the student's ability to remain in school, please refer to the two-column

COVID-19 symptom table on page 12. When schools require that students isolate, students must be provided academic support and instruction during their days at home when they would have been at school. For example, schools may require students to do online/remote instruction from home, or they may provide the student with instructional packets. In an effort to maximize in-person learning, unvaccinated close contacts are strongly encouraged to participate in the test to stay program.

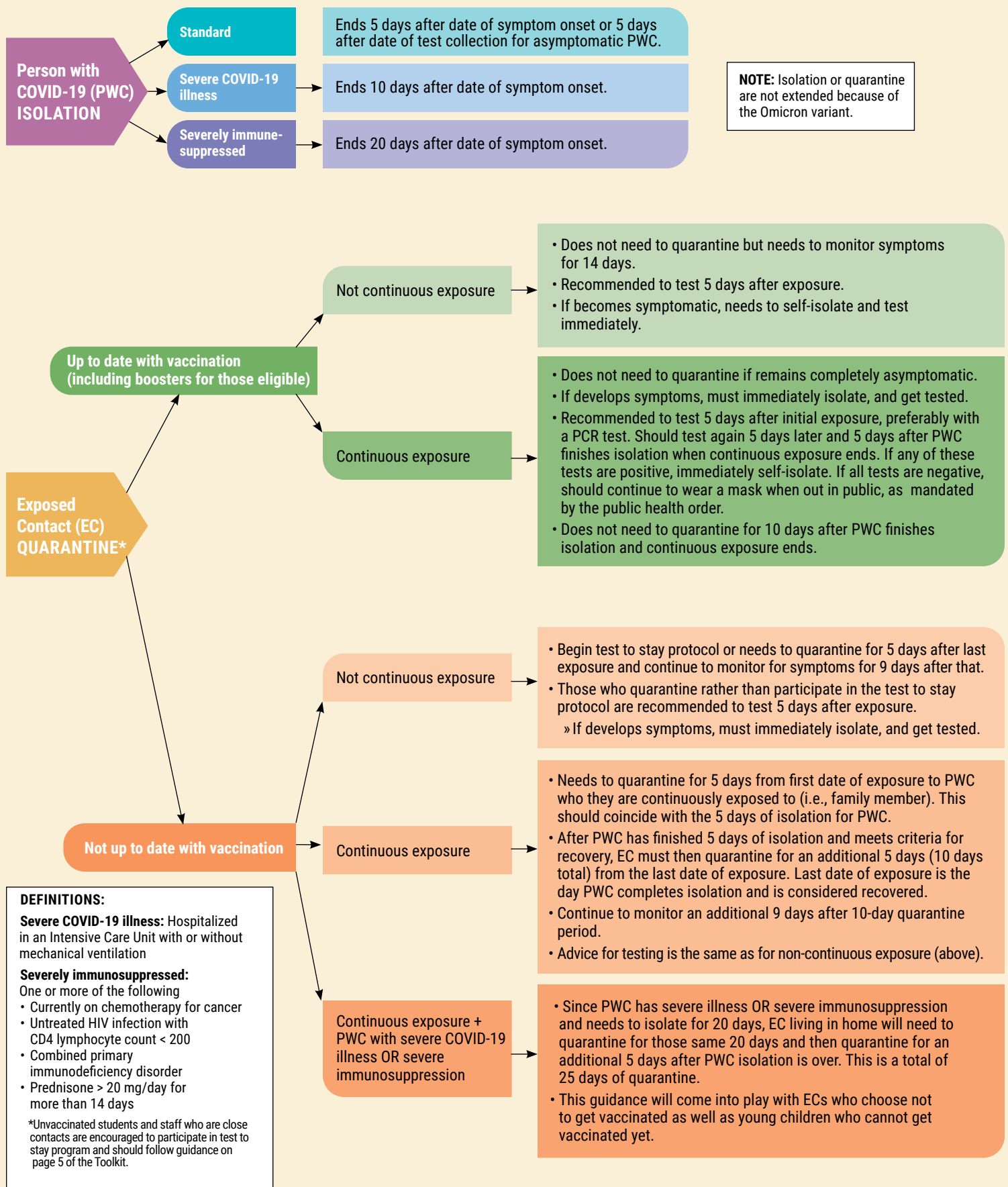
If I develop symptoms after vaccination, should I isolate myself and get tested for COVID-19?

Individuals who develop symptoms after vaccination may be unsure if their symptoms are related to the vaccination or if they are infected with the SARS-CoV-2 virus. The following approach should be utilized to determine next steps when post-vaccination symptoms occur and get better within three days of vaccination.

PRESENCE OF ANY SYMPTOMS AFTER VACCINATION	SUGGESTED APPROACH
Injection site pain, swelling, and/or redness	These symptoms are consistent with the COVID-19 vaccination. Self-isolation is not recommended.
Cough, shortness of breath, runny nose, sore throat, and/or loss of taste or smell	These symptoms are unlikely to be from the COVID-19 vaccination. Self-isolate immediately and get tested for COVID-19.
Fever (100.0°F or higher), fatigue, headache, chills, myalgia, and/or arthralgia	<p>These symptoms are consistent with post-vaccination, SARS-CoV-2 infection, or another infectious pathogen.</p> <p>Self-isolate until all of the following conditions have been met:</p> <ul style="list-style-type: none"> • Feel well enough to perform normal activities, AND • Fever has resolved, AND • No additional symptoms are experienced (i.e. do not have other signs of COVID-19, including cough, shortness of breath, sore throat, and/or change in smell or taste) <p>Self-isolate and get tested for COVID-19* if symptoms are not improving or persist for more than three days.</p>

Positive viral (nucleic acid or antigen) tests for SARS-CoV-2, if performed, should not be attributed to the COVID-19 vaccine, as vaccination does not influence the results of these test.

Quarantine & Isolation Decision Tree



Face Coverings & Other Personal Protective Equipment for Schools

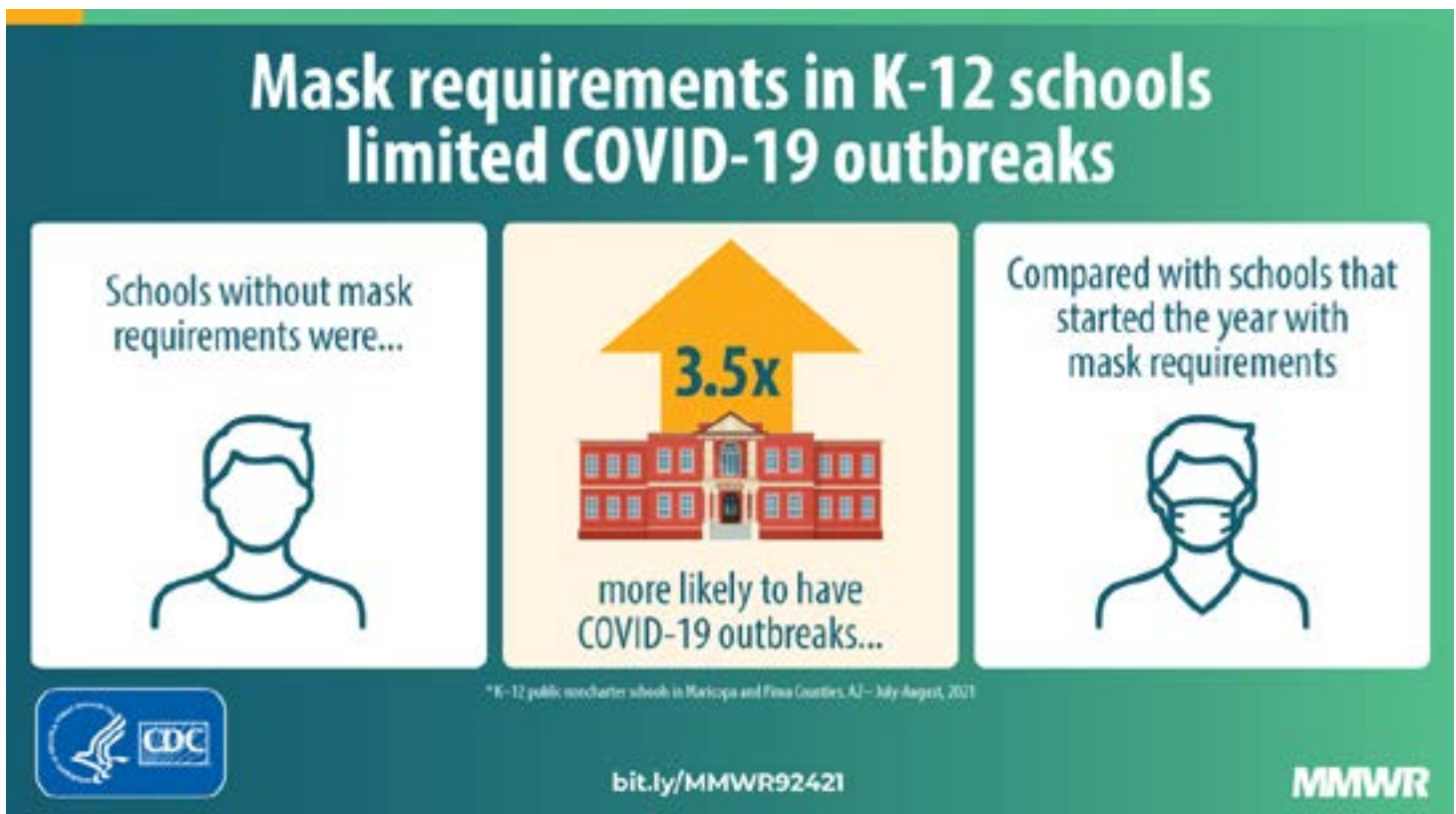
The state-wide requirement for mask wearing in schools has been lifted. The decision for when and whether masking will be required is the determination of a local school district or charter school.

With the goal of keeping our students safe, each school should balance the pros and the cons of requiring mask wearing in the schools. Factors to take into account would include the school vaccination rates, access to vaccination and testing, access to high quality masks, rate of community transmission in the surrounding area, and data from the [MMWR](#) that has demonstrated the effectiveness of mask wearing to prevent COVID transmission.

Visitors to a school, including visiting sports teams,

will abide by the masking requirements of the school.

It is also highly recommended that those who are participating in test to stay be required to wear a mask during the five days of test to stay, and it is required that those who are returning to school from a COVID infection after five days of self isolation wear masks at school and at all school activities, from day six through day 10 to reduce the risk of COVID transmission. The day of symptom onset is day zero. If an individual is asymptomatic, the day of specimen collection for the positive COVID test is day zero.



Vaccination Verification

Existing laws and regulations require certain vaccinations for children attending school. Schools regularly maintain documentation of people's immunization records.

Schools should use the same standard protocols for COVID-19 vaccination information that are used to collect and secure other immunization or health status information from students.

The protocol to collect, secure, use, and further disclose this information should comply with relevant statutory and regulatory requirements, including Family Educational Rights and Privacy Act (FERPA) statutory and regulatory requirements. Policies or practices related to providing or receiving proof of COVID-19 vaccination should comply with all relevant state, tribal, local, or territorial laws and regulations.

There is currently no NMPED requirement for vaccinated individuals to disclose their vaccination status.

Evidence of up to date vaccine status includes:

- Original or copy (including photo) of a vaccination card indicating the individual completed a course of COVID-19 vaccination at least 14 days prior to the current date; or
- Print out or screen shot from NMVaxView indicating the individual completed a course of COVID-19 vaccination at least 14 days prior to the current date.

Replacement vaccination cards are available at regional public health offices. Family health providers can provide a print out from NMVaxView. In circumstances in which a family attests to a student being up-to-date with COVID vaccination but the family is unwilling or unable to provide documentation, a school may check vaccination status through the Healthcare Effectiveness Data and Information Set (HEDIS).

Emergency Paid Sick Leave

Districts and state-chartered schools must provide emergency paid sick leave to employees under House Bill 2 (signed April 9, 2021). The federal government renewed and expanded the Families First Coronavirus Response Act (FFCRA) as a voluntary program for the period April 1, 2021, through Sept. 30, 2021. However, House Bill 2 requires LEAs to implement the provisions of FFCRA through June 30, 2022. ([See House Bill 2](#), lines 22-25 on p. 169 and lines 1-2 on p. 170.) To pay for this mandate, you may use state-appropriated operational funds or available Elementary and Secondary School Emergency Relief funds. ([See House Bill 2](#), lines 1-2 on p. 170.) ESSER funds are also subject to federal statutory use requirements and applicable federal regulations. If using ESSER funds, such use must be listed under "other activities necessary to maintain operation and continuity of services" in the American Rescue Plan application.



Air Filtration in Schools

High-quality air filtration is one aspect of a multi-pronged strategy for ensuring healthy school environments. To address issues and concerns surrounding air quality, NMPED will work with each district and school to ensure installation of high-quality air filters. In addition, each district shall have an established and written protocol on inspecting, repairing and providing maintenance on ventilation systems within all school facilities.

Ventilation system upgrades and improvements will increase the delivery of clean air and dilute potential contaminants within each classroom and school facility. The NMPED will be deploying the [American Society of Heating, Refrigerating and Air-Conditioning Engineers \(ASHRAE\) recommendation](#), which states the target level for filtration in schools is minimum efficiency reporting value (MERV) 13 or higher. On average, this will remove 75 percent of particle size of 0.3 to 1.0 μm .

This higher standard of filtration is more effective at removing viral particles from the air. The ASHRAE

document linked above provides additional guidance on determining compatibility of various types of HVAC systems with a MERV 13 filter. NMPED will work with those districts and schools to identify the highest quality compatible filters. Schools may also consider portable high-efficiency particulate air (HEPA) fan/filtration systems to help enhance air cleaning (especially in higher risk areas such as a nurse's office or areas frequently inhabited by persons with increased risk of getting COVID-19).

Additionally, districts and schools unable to immediately install MERV 13 or its equivalent must work with their operations staff to take the following actions in accordance with the [guidelines from the CDC](#):

1. Run the central air fan continuously;
2. Open dampers to increase air flow;
3. Open windows and doors (be mindful of possible safety considerations); and
4. Deploy box fans or other portable fans and air purifiers with high air circulation capacity in addition to prioritizing the use of these items in classrooms with higher ventilation needs.

Guidance on COVID-Safe Practices

Vaccination Events

For those eligible for the COVID-19 vaccine, vaccination is the most important COVID-safe practice to protect the individual and community. Schools may consider hosting vaccination events as part of the back to school process. Schools (along with other organizations) may request on-site vaccination events through this [Department of Health webform](#). Schools should have at least 25 people to be vaccinated, which can include family and community members. Parents who have signed students' vaccine consent forms do not need to be present for vaccination. For questions about vaccination, please reach out to Maxine Otero at Maxine.oter@state.nm.us.

Seating Charts

For all in-person services, teachers will develop and maintain seating charts that ensure social distancing requirements are maintained and that limit the number of student interactions.

School Transportation Guidance

NMPED's Transportation Guidance for the 2021–2022 School Year provides requirements, considerations, recommendations, and best practices to encourage a safe and successful school year.

The following are important minimum requirements:

1. To the greatest extent possible, a maximum of two students may sit together on a bus seat.

The following are recommendations, suggestions, and other options:

1. NMPED has updated the [School Bus Inspection Guide](#) to allow for the installation of aftermarket equipment on all school buses that enhance the safety of the driver and passengers due to COVID-19 as long as they meet all federal guidelines and regulations. Examples include:
 - a. Hand sanitizer dispensers
 - b. Driver shields
 - c. Passenger curtains.

2. Bus drivers and school bus assistants must implement loading and unloading procedures on a school bus, which will include assigned seating.
3. Bus drivers and school bus assistants must implement loading and unloading procedures on a school bus, which may include assigned seating. If possible, those students who board first should sit all the way to the back, and those who board last should sit in the front. When unloading, the front of the bus should unload first to prevent students from crossing the paths of one another.
4. Student temperature checks are not required. Temperature checking students may be done at school bus stops (or at school). This can be done by the bus driver or a school bus assistant. Policies will need to be developed on what to do with students who have COVID-19 symptoms.
5. Schools and districts should encourage families to have a parent or guardian present until the students are picked up to ensure no student is left unattended at a school bus stop. Implement clear policies and procedures for isolating students with symptoms and transporting them to their homes.
6. Sanitization of a school bus before and after students are transported may be required. Implement procedures for the sanitization of a school bus and determine what staff will complete this type of work.
7. Schools and districts must train all bus drivers and school bus assistants on updated policies and procedures related to COVID-19.

The following are FAQ's regarding School Transportation:

1. **Q:** In regulation, school districts are not allowed to cross district boundaries without an approved boundary agreement signed by the Secretary of NMPED. Can the district cross over district boundaries to deliver food?

A: Yes – 6.42.2.2 [SCOPE] provides that the “[p]rovisions of this rule apply to public school districts where temporary transportation boundaries are established to transport students from an adjoining district within a specified geographic area where it is impractical to transport such students to school within the district where they live.” (Emphasis added.) This rule pertains to the transportation of students, not meals or other goods.

- 2. Q:** In regulation school districts are allowed to pay families a per capita reimbursement for transporting their children to school when it is impractical to send a school bus to transport the students. Can LEAs still pay families a per capita feeder reimbursement for transporting their children to pick up meals?

A: No – 6.43.2.15 [PER CAPITA FEEDER REQUIREMENTS] provide that “[t]he local board may provide per capita or per mile reimbursement to a parent or guardian in cases where regular school bus transportation services are not available or impractical because of distance, road conditions or sparseness of population or in cases where the local board has authorized a parent to receive reimbursement for travel costs incurred by having a child attend a school outside the child's attendance zone.” **In this instance, reimbursement is not available for travel costs incurred for picking up meals, since the rule addresses travel costs for students only.**

- 3. Q:** In regulation, school districts are required to conduct bus evacuations once per semester. Will districts be required to conduct these evacuations due to COVID-19 or can NMPED give a waiver?

A: Bus evacuations under NMAC 6.41.4.9(11) are required. Waivers will be considered on a case by case basis.

- 4. Q:** Can tribal leaders require school district bus drivers to be tested for COVID-19 before they deliver meals on tribal lands?

A: Bus drivers are subject to surveillance testing under [NMPED requirements](#). If tribal leaders require more stringent testing, then bus drivers are subject to tribal policies when traveling to tribal lands under the doctrine of tribal sovereignty.

- 5. Q:** Does the same transportation guidance apply to athletic trips?

A: Yes.

- 6. Q:** What is the guidance regarding transportation of students in SUVs?

A: Smaller vehicles pose more risk to unvaccinated individuals, therefore NMPED recommends the use of a school bus. If there is no other alternative, then SUVs should be used with as few unvaccinated passengers as possible and to the extent possible, keep one unvaccinated individual per bench and staggered, so the students are not directly in front of or behind each other. The windows should be open.



Procedural Considerations

Social Distancing

Social distancing is recommended in schools. Adults are recommended to maintain 6 feet of social distance to the extent possible from other adults and from students. Students are recommended to maintain 3 feet of social distance to the extent possible, except when eating, exercising, playing wind instruments, and singing or shouting, in which case 6 feet of social distance to the extent possible is recommended. Schools may require that everyone on campus maintains social distance.

Attendance

The COVID-19 pandemic exacerbated student engagement issues, and during reentry may lead to poor attendance for some students. Prior to dropping a student for 10 consecutive absences, schools must provide interventions as required by the Attendance for Success Act including intensive specialized supports and referral to the probation services office.

Intensive specialized supports may include **referral to Engage NM** for students who meet Tier 3 and Tier 4 criteria for Attendance for Success Act. When LEAs refer students to ENGAGE New Mexico, a dedicated outreach team will reach out to the student/family through multiple modalities (phone, email, text message, social media, and US mail) to engage the family and offer them the on-going support of an academic coach throughout the school year.

Academic coaches work with students/families to support engagement and attendance, address academic performance issues, navigate academic resources in all learning modalities, and connect families with state and community resources. LEAs receive a weekly report identifying student's response to the intervention. Should an attendance referral become necessary in the future, documentation related to this intervention is provided directly to CYFD by ENGAGE New Mexico. For additional information, contact EngageNM@graduationalliance.com.

If after receiving intensive specialized supports,

such as referral to Engage NM, a student continues to have unexcused absences a referral to the probation services office of the judicial district in which the student resides shall be made. Once a referral is received, the probation services office will contact the family and set up a meeting with the student and parents, school officials, and other individuals whom the family requests participate. These meetings may occur at the school, or during the pandemic, may be conducted over Zoom.

Before-school Procedures

A common time for students to socialize in groups is upon arrival at school and before the start of classes. This time period represents a high-risk time for transmitting COVID-19. Recommendations to reduce the risk of virus transmission before school include:

- Staggering arrival times such that there are fewer students entering the school at one time;
- Requiring students to enter classrooms immediately upon arrival at school;
- Requiring teachers to arrive prior to the arrival of buses;
- Providing space and supervision for students who arrive prior to the opening of classes;
- Providing adequate direction and procedural training to students and their families;
- Increasing the number of staff on morning duty (and during transitions) to ensure students maintain social distancing requirements and report directly to class.

Breakfast and Lunch Procedures

- Maximize physical distance as much as possible when moving through the food service line and while eating (especially indoors). Using additional spaces outside of the cafeteria for mealtime seating such as the gymnasium or outdoor seating can help facilitate distancing. To the greatest extent possible, students should eat outside, sit on only one side of a table and maintain greater than six feet of distance from others.
- Given very low risk of transmission from surfaces and shared objects, there is no need to limit food service approaches to single use items and packaged meals.
- Clean frequently touched surfaces. Surfaces that come in contact with food should be washed, rinsed,

and sanitized before and after meals.

- Promote hand washing before, after, and during shifts, before and after eating, after using the toilet, and after handling garbage, dirty dishes, or removing gloves.
- Improve ventilation in food preparation, service, and seating areas.



Duty schedules may need to be amended to ensure that unvaccinated students maintain social distance while in the cafeteria. Please note that districts and charter schools that serve breakfast and lunch to students in classrooms will still be fully funded for all appropriate federal and state food programs.

It is strongly recommended that grab and go meals be provided for students in remote only instruction.

Classroom Transitions (passing periods)

Cohorting practices will limit classroom transitions; however, it will remain important for schools to develop procedures and to train students and staff on how to move through campus safely.

Schools must:

- Provide adequate supervision during transitions to ensure students are maintaining social distancing requirements;
- Provide training to students and staff with opportunities to practice safe transitions.

Schools should also consider:

- Staggering transition times to limit hallway traffic;
- Limiting hallway traffic to one-way, or if allowing two-way traffic, erecting dividers to separate lanes of traffic;
- Using visual cues, such as tape on the floor, to encourage social distancing.

After-school Procedures

Another common time for students to socialize in groups is upon dismissal. This time period represents a high-risk time for transmitting COVID-19. Recommendations to reduce the risk of virus transmission after school include:

- Staggering dismissal times such that there are fewer students exiting the school at one time;
- Requiring students to embark buses directly upon dismissal;

- Providing a space and supervision for students who are awaiting pickup;
- Providing adequate direction and procedural training to students and their families;
- Increasing the number of staff on afternoon duty to ensure students maintain social distancing requirements and exit campus expeditiously.

Cleaning

In addition to the deep cleaning of spaces occupied by COVID-19 infectious individuals, schools are to maintain a daily cleaning schedule, particularly for high-touch surfaces. Schools must ensure safe and correct application of disinfectants and keep out of reach of children. See [CDC guidelines for cleaning facilities](#).

Drinking Fountains

Drinking fountains may be used in schools and should be considered high touch surfaces for frequent cleaning.

Singing & Playing Wind Instruments

Music education is an important aspect of a well-rounded education; however, components of music education, such as singing and playing wind instruments, present a higher probability of COVID-19 transmission than other school subjects do.

The following COVID safe practices (CSPs) are required for singing and playing wind instruments as part of an instructional class such as band and choir, and as part of curricular activities such as band attendance at athletic events.



Key safety requirements (CSPs) to allow for student singing and playing wind instruments include:

- Prohibiting unvaccinated students from sharing of instruments and supplies.
- Implementing and training unvaccinated students on protocols to ensure that students maintain social distancing (6 feet) while playing and singing, and 3 feet at all other times, especially when assembling and disassembling instruments.
- Using disposable absorbent pads or other receptacles, where possible, to catch the condensation expelled from water keys that will be discarded or cleaned

properly after use.

School-related Events

School-related events, including assemblies, dances, award ceremonies, academic competitions and extra-curricular events are permissible.

COVID-safe practices such as social distancing are required for individuals at all school events. Spectators are allowed at school-related events.

Travel

Overnight and out-of-state travel are allowed for students and staff for field trips, athletics, professional development and other important school business. Quarantine is not required upon return (subject to current public health order).

COVID-safe practices are to be enforced during the field trip, including social distancing to the extent possible. It is recommended that field trips be limited to outdoor destinations and that eating and drinking be limited to the outdoors.

Visitors

Adults that come on campus during school hours and who have not provided evidence of vaccination are required to complete a COVID-screening, including temperature check, upon entry. All visitors must follow relevant COVID-safe practices.

Student Lockers

Schools may choose to limit access to student lockers if lockers become a place where groups of unvaccinated students congregate without maintaining social distance requirements.

Enhanced COVID-Safe Practices Required Due to Infectious Cases on Campus (Rapid Response)

All districts and charter schools must create and implement a plan for enhanced COVID-safe

practices to protect the health of students, staff and the community.

The required plans for enhanced COVID-safe practices will include:

1. A summary of COVID-safe practices that a district or charter school is currently implementing and all enhanced COVID-safe practices a district or charter school will implement as needed, such as student cohorting, cessation of extra-curricular activities for unvaccinated students, prohibitions on spectators and outside visitors, and other mitigating strategies specific to a school's circumstances, AND
2. A process for evaluating whether there are particular programs, classes, or grade levels exhibiting most of the COVID cases (in order to target interventions specific to those settings).

Districts and charters are to post these plans on the district, school or charter website.

Please note that the NM Department of Health has both the authority and responsibility to temporarily close any public facility, including public schools, if infectious case counts become dangerously high or if your district or charter plans for enhanced COVID-safe practices are insufficient to properly address public health concerns.

COVID-Safe Practices for Youth Sports & Programs

See comprehensive [guidance for NMAA activities covering eligibility to participate, COVID-Safe Practices, resources, and FAQs](#).

- Close communal use locker rooms, or ensure that locker rooms meet sufficient air filtration requirements and are only open when there is sufficient adult supervision to maintain social distancing requirements.
- Conduct practices and competitive play outdoors when possible.
- Have adequate supplies to support healthy hygiene behaviors, including soap, hand sanitizer with at least 60 percent alcohol (for staff and older children who can safely use hand sanitizer), tissues, and no-touch trash cans.
- Post signs on how to stop the spread of COVID-19, properly wash hands, promote everyday protective measures, and properly wear a face covering.
- Intensify cleaning, disinfection, and ventilation.
- Ensure ventilation systems operate properly and increase circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods. Do not open windows and doors if they pose a safety or health risk (e.g., allowing in pollens that may exacerbate asthma symptoms) to children using the facility.
- Include all coaches and staff (who have not provided evidence of vaccination or of testing positive in the last 90 days) in COVID-19 surveillance testing programs.
- Conduct trainings for students regarding hygiene and safety protocols including proper hand washing, touching of face, covering mouth and nose when coughing/sneezing and social distancing.
- Stagger arrival and drop-off times and locations. Students waiting to be picked up should maintain 3 feet social distancing.
- Establish protocols to limit direct contact with parents.
- Take the temperatures of staff (who have not provided evidence of vaccination) daily with a touchless

thermometer. Individuals with elevated temperatures (above 100.4° F) or with COVID-19 related symptoms should stay home. Implement screenings safely, respectfully, and in accordance with any applicable privacy laws or regulations. Confidentiality should be maintained.

- Plan for when a staff, child, or visitor becomes sick. Advise sick staff members not to return until they have met DOH criteria to discontinue home isolation.
- Students who become sick should be picked up immediately. For emergency situations, staff should call 911.

As per guidance from NMAA's Sports Medicine Advisory Committee, any student who has had a COVID-19 infection must complete the self-isolation period and then receive medical clearance from a medical professional using the [COVID-19 Medical Clearance Form](#) before returning to participation in an NMAA sanctioned-activity. Students who have had COVID-19 infections and have received clearance for participation must continue to follow the protocols given for return to activity.

ADDITIONAL RESOURCES

- All Together New Mexico – [COVID-19 Safe Practices Guidance](#)
- New Mexico Department of Health COVID Hotline: 1-855-600-3453 (Available 24/7 in English and Spanish)
- [State of New Mexico COVID-19 website](#)
- [New Mexico Department of Health](#)
- [Centers for Disease Control and Prevention \(CDC\) COVID-19 website](#)
- Occupational Safety and Health Administration (OSHA): [Guidance on Preparing Workplaces for COVID-19](#)
- [CDC Guidelines for Cleaning and Disinfection Community Facilities](#)
- Environmental Protection Agency (EPA): [List N: Disinfectants for Use Against SARS-CoV-2](#)
- [CDC Print Resources in multiple languages](#)
- [CDC Frequently Asked Questions](#)
- List of Suppliers: [COVID-19 Emergency Supply Collaborative](#)
- [Frequently Asked Questions: Children and COVID-19](#)
- [Frequently Asked Questions: Summer Youth Programs](#)

Useful Phone Numbers

Coronavirus

- **Coronavirus Health Hotline**—call for any health-related questions about the Coronavirus: 1-855-600-3453
- **Coronavirus Information Hotline**—call if you have any questions about school closures, job issues, eviction notices, etc.: 1-833-551-0518

Food

- **Assistance obtaining food for school-age children:** 1-505-827-6683
- **SNAP Benefits:** 1-800-283-4465
- **Special Supplemental Nutrition Program for Women, Infants, and Children**—questions on food or formula availability: 1-505-469-0929
- **Special Supplemental Nutrition Program for Women, Infants, and Children**—general questions: 1-866-867-3124

Mental Health

- **New Mexico Crisis and Access Line**—24/7 community and state resources for individuals, families, and agencies concerned with mental health: 1-855-662-7474 or 1-855-227-5485 (TTY)
- **National Hopeline Network:** 1-800-SUICIDE
- **Spanish-Language Suicide Hotline:** 1-866-331-9474
- **Suicide 24/7 Emergency Line:** 575-758-1125
- **Suicide Text Line:** 741741
- **University of New Mexico Mental Health:** 505-272-2800

Additional Resources

- **Alcoholics Anonymous:** 505-266-1900
- **Child Abuse Hotline:** 505-841-6100 or dial #SAFE from a mobile phone (note: #SAFE cannot receive text messages)
- **Domestic Violence Hotline:** 1-800-773-3645
- **Gambling Addiction:** 1-800-522-4700
- **National Child Abuse Hotline:** 1-800-24-ACHILD
- **National Child Abuse Prevention Line:** 1-800-CHILDREN
- **National Human Trafficking Hotline:** Call 1-888-373-7888 (TTY: 711) *Text 233733
- **National Domestic Violence Hotline:** 1-800-799-SAFE (7233)
- **National Domestic Violence Hotline (Español):** 1-800-942-6908
- **National Domestic Violence Hotline**—TTY, text telephone for deaf, hard of hearing, or speech-impaired): 1-800-787-3224
- **National Runaway Switchboard:** 1-800-637-0701 Ext. 118
- **National Sexual Assault Hotline:** 1-800-656-HOPE
- **National Teen Dating Abuse Help:** 1-866-331-9474
- **Native American Professional Parent Resources:** 505-345-6289
- **New Mexico Healthcare Worker and First Responder Support Line:** 855-507-5509
- **New Mexico Legal Aid:** 505-633-6694
- **New Mexico Rape Crisis Center:** 505-266-7711
- **New Mexico Substance Abuse Helpline:** 1-855-505-4505
- **Poison Control:** 1-800-222-1222
- **Pull Together:** 1-800-691-9067



SABE

Sandoval Academy of Bilingual Education

EMPLOYEE HANDBOOK

2022-2023

Jackie Rodriguez, Executive Director/Principal



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THIS WILL BE CORRECTED AFTER FINAL REVIEW:

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SECTION I: FOUNDATIONS AND BASIC COMMITMENTS

Introduction

This Employee Handbook provides a summary of employee benefits and guidelines with respect to your employment. It does not cover all aspects of your employment with Sandoval Academy of Bilingual Education (SABE). You are responsible for reading and understanding this Employee Handbook. If anything is unclear, or if you have any questions, please discuss them with the Executive Director. The handbook may be revised from time to time, as needed, by the SABE Governing Board.

This Handbook is not intended to constitute a contract of employment or any part of a contract of employment, express or implied.

MISSION STATEMENT

Our mission at Sandoval Academy of Bilingual Education is to enable students to maintain their native language, reconnect with their heritage language, or discover a new enriching language. Students will attain Spanish and English fluency and literacy through two-way immersion, which will expand their world view and educational and career opportunities.

PHILOSOPHY

Sandoval Academy of Bilingual Education (SABE) is the first K-8* dual-language charter school in the city of Rio Rancho. Our distinctive curriculum facilitates the acquisition of Spanish and English academic language proficiency through immersion, along with core content instruction in the students' native and target languages.

We strive to better our students through educational experiences both in and out of the classroom. Jackie Rodriguez, Executive Director/Principal aims to create a haven where students feel safe to tackle their fears and accomplish all their goals. We offer a variety of services designed to help students be the best version of themselves, while having a fun along the way.

MISSION SPECIFIC GOAL

60% or more of students at Sandoval Academy of Bilingual enrolled on the 40th and 120th day will grow one year's language level in both English and Spanish as measured by the Biliteracy Trajectory Tool (BTT). Data will be collected at the beginning of the year, middle of the year, and at the end of the year via the Biliteracy Trajectory Tool (BTT).

STATEMENT OF COMMITMENT TO EMPLOYEES

The administration and Governing Board at SABE are committed to ensuring that all employees are provided with a safe, clean, and orderly work environment that is student-centered. Every effort will be made to provide staff members with the support and understanding needed to flourish as a member of this community. You are encouraged to take advantage of opportunities to build your own instructional and leadership capacity, while together we build a sustainable dual language experience. Welcome to SABE!

Mrs. Jackie Rodriguez, Executive Director/Principal

SECTION II: EMPLOYMENT POLICIES

A. Customer and Community Relations

The success of SABE depends upon the quality of the relationships between SABE, our employees, customers (families) and community. Our customers' impressions of SABE and their interest and willingness to send their children to our school are greatly influenced by the people who serve them. As an employee, you are an ambassador of SABE. The more "good will" you promote, the more our customers will respect and appreciate you, SABE and the programs we offer to students.

B. Equal Opportunity

SABE is an equal opportunity employer. SABE prohibits discrimination on the basis of disability, race, ethnicity, color, sex, sexual orientation, national origin or ancestry, religion, age, veteran status and/or any other protected status as defined by law, in all facets of employment, compensation, promotion, transfer, demotion, layoff, discharge or selection for School-sponsored training programs. Discriminatory behavior violates state and federal laws and regulations.

C. Open Communication Policy

SABE encourages you to discuss any issue or conflict you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with the Executive Director to discuss any concern, problem or issue that arises during the course of your employment. Retaliation against any employee for the appropriate use of communication channels is unacceptable. Please remember that it is counterproductive for employees to create or repeat rumors or gossip. For situations requiring additional support, please see the appendix for the "Dispute Resolution and Grievance Policy"

D. Accommodation of Individuals with Disabilities

SABE makes reasonable accommodations to qualified employees with disabilities for the performance of essential job functions without undue hardship to the School. Accommodations are reviewed case by case in accordance with the Americans with Disabilities Act and any state or local laws that prohibit disability discrimination.

E. Responsibility

All SABE employees, and particularly the Executive Director, have a responsibility for keeping our work environment free of harassment and discrimination. Any employee, who becomes aware of an incident of harassment or discrimination, whether by witnessing the incident or being told of it, must report it to the Executive Director. When the School becomes aware of the existence of harassment or discrimination, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the School to do so. If the Executive Director is the source of the harassment or discrimination, the incident must be reported the Chairperson of the SABE Governing Board.

F. Harassment and Discrimination

SABE intends to provide a work environment that is pleasant, professional, and free from intimidation, hostility or inappropriate behavior which might interfere with work performance. Harassment or discrimination of any sort - whether verbal, physical, or visual based upon race, color, religion, gender, age, sexual orientation, gender identity, national origin or ancestry, disability, veteran status, or other protected status defined by law, will not be tolerated. Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes

written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and retaliatory action against an employee for discussing or making a harassment complaint.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents employees from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct. It is important to note that sexual harassment crosses age and gender boundaries and cannot be stereotyped. In some situations, sexual harassment may even involve two women or two men.

G. Reporting Harassment or Discrimination

If there is no threat of violence, SABE encourages you to communicate directly with the alleged harasser and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, although you are not required to do so. In addition, if you believe you have been subject to harassment or discrimination, you are required to immediately notify the Executive Director at SABE. All complaints will be investigated promptly and as discreetly and confidentially as is reasonably possible. If harassment or discrimination by an employee is established, SABE will take appropriate disciplinary action against the offender. Disciplinary action can range from verbal warnings to discharge, depending on the circumstances. SABE will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment. SABE accepts no liability for harassment or discrimination of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses or discriminates against another employee is personally liable for their actions and the consequences. SABE may or may not provide legal, financial or any other assistance to an individual accused of harassment or discrimination if a legal complaint is filed. SABE prohibits any employee from retaliating in any way against anyone who has raised any concern about harassment or discrimination against another individual.

H. Reporting Child Abuse

According to New Mexico law, **ANYONE** who suspects or has knowledge of abuse or neglect must report it. Failure to report is a misdemeanor under the law. Under New Mexico's Children Code Section 32A-4-3 **you MUST report child abuse or neglect to the appropriate authorities.**

Report child abuse if you see:

- The child has current marks or bruises
- The student needs immediate medical attention
- You suspect sexual abuse, neglect, physical abuse, and/or emotional/mental abuse

Call Children, Youth and Families Department (CYFD) at 1-855-333-7233 or #SAFE from a cell phone and notify the Executive Director. While it is not required to notify the Executive Director before making the call, they will be contacted by the department and can provide necessary information that CYFD might need.

I. Student Discipline Policy & Procedures

THE MOST IMPORTANT FACTOR IN DISCIPLINE IS THE TEACHER

Your success as a proactive teacher depends on the time you invest in preparation and planning. Time spent planning and preparing for your students will also affect the learning environment.

There are five simple steps you can take to become a successful proactive teacher.

Step One

Become familiar with your content and be prepared to teach. When you are prepared and ready, your kids will be too.

Step Two

Quickly get to know your students. If you know your students, you will be better able to establish the kind of rapport with them that you need to be a better teacher. Proactive teachers have a sound working knowledge of child behavior in general and of their own students.

Step Three

Don't rely on punishment to control your classes. Instead, what you need to do is learn as much as you can about the various disciplinary practices that are available to you. You need to know what your options are and when you should choose each.

Step Four

Present yourself to your students and your colleagues as a professional educator. That means doing all of the things good teachers do - maintain order, be very organized, teach innovative lessons, and provide your students with the kind of adult role model that they need.

Step Five

Take responsibility for your attitude about the discipline problems in your classroom. Let go of the negative thoughts you have about your students and about the past experiences you have had with them. Concentrate on the positive steps you can take to help your students become self-disciplined

Utilize Class Dojo and SABE's Positive Behavior System (PBS) approach when dealing with student behavior.

Please refer to the appendix for the Discipline Matrix approved by our Governing Board.

J. Employee Safety

The practice of the SABE Governing Board is to take all reasonable steps to safeguard employees, students, and the public from accidents and to provide a safe, healthy work and educational environment.

Employees shall devote their full skill and attention to the performance of their job. Employees shall follow all safety rules and regulations including the use of protective clothing, devices, or equipment. Employees are required to attend all training sessions related to an employee's job, and follow all warning signs or signals or the commands or directions of the administration.

K. Reporting Safety Issues/Accidents

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the Executive Director. If you or another employee is injured, contact outside emergency response agencies, if needed. If an injury does not require medical attention, an *Employee Report of Accident Form* must be completed in case medical treatment is later needed and to ensure that any safety hazards are corrected. The *Employee's Claim for Workers' Compensation Benefits Form* must be completed in all cases in which an injury requiring medical attention has occurred. Federal law requires that we keep records of all illnesses and accidents that occur during the workday. The New Mexico State Workers' Compensation Act also requires that you report any workplace illness or injury to the Executive Director, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. In the case of serious injury, an employee's reporting obligation will be deferred until circumstances reasonably permit a report to be

made. Failure to report an injury or illness may preclude or delay the payment of any benefits to the employee. (For more information, see section II.U Workers Compensation)

L. Parking Areas

You are asked to use the parking areas designated for employees. Remember to lock your car every day and park within the specified areas. SABE is not responsible for any loss, theft or damage to your private vehicle or any personal property. Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to law enforcement and your insurance as required. The Executive Director should also be notified of the incident if it happens on school property.

M. Staff Access to School Building

ADD KELLY'S STATEMENT

N. Drug Free Workplace

SABE is a Drug Free Workplace. The unlawful possession, dispensing, distribution manufacture, sale or use of controlled substances and alcohol in the workplace by a SABE employee is prohibited on school premises or as part of any SABE activity. Being under the influence of controlled substances and/or alcohol by an employee is prohibited in the workplace, on the school premises or as any part of a SABE activity. Employees are required to notify the Executive Director within five (5) days of any conviction under a criminal controlled-drug related violation occurring in the workplace. Failure by an employee to report such a conviction may be grounds for disciplinary action. Violation of this policy will result in disciplinary action, up to and including discharge, and referral to law enforcement. If an employee is suspected of drug and/or alcohol use in the workplace, the school may have the employee tested at the school's expense. If additional testing is required, it may be at the employee's expense. SABE reserves the right to search and inspect the worksite, personal articles brought onto school premises, and vehicles on school premises for the maintenance of a safe drug-free workplace.

O. Tobacco/Vape Free Workplace

Use of tobacco, tobacco products or vape/e-cigarettes on campus is prohibited.

P. Violence in the Workplace

SABE prohibits violence in the workplace. Acts or threats of physical violence, including intimidation, harassment and/or coercion which involve or affect SABE or its employees or which occur on SABE property will not be tolerated. This applies to all persons involved in SABE's operation, including personnel, contract and temporary employees and anyone else on SABE property. Any act or threat of violence will result in disciplinary action, up to and including discharge, and referral to law enforcement.

Examples of workplace violence include, but are not limited to:

- All threats or acts of violence occurring on SABE property, regardless of the relationship between SABE and the parties involved.
- All threats or acts of violence occurring off SABE property involving someone who is acting as a representative of SABE.
- Grabbing, hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates or property with harm.

- Intentional destruction of or threats to destroy SABE property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking.
- Unauthorized possession or inappropriate use of firearms or weapons.
- Intimidating or harassing students, staff or parents.

Employees have the right to use such force as is necessary to protect themselves, students, or other employees from physical injury which they reasonably believe might result from actual or threatened physical attack on themselves, students, other persons or employees. No disciplinary action shall be taken against an employee who acts in self-defense or defense of others, if the administration is satisfied after investigation that the defensive action, including the amount of force used, was appropriate under the circumstances.

Q. Possession of Weapons

SABE and federal laws prohibit all persons in and around School property from carrying a handgun, firearm, knife or other weapon of any kind regardless of whether the person is licensed to do so. SABE also prohibits all employees from having a handgun, firearm, knife or other weapon of any kind in their personal vehicle when that vehicle is being used on SABE business. The only exceptions to this policy are police officers, security guards or other persons who have been given written consent by SABE to carry a weapon on the property or in their vehicle.

R. Professional Dress Code and Personal Appearance

Staff members are expected to be professionally attired and groomed during working hours and when representing SABE. If the Executive Director determines that your attire and/or grooming is out of place, you may be asked to leave the workplace until you are properly attired and/or groomed. In no case shall the dress/grooming standards for employees be less than those prescribed for students in the SABE Manual. The Executive Director is expected to counsel staff assigned to their location on appearance and conduct. Employees who repeatedly violate dress code standard may be subject to disciplinary action, up to and including discharge.

Clothing that is not acceptable includes:

- Sweatpants/joggers
- Tattered/distressed/torn denim
- Leggings
- Clothing that promotes or advertises products, music, movies, etc.
- Clothing that can be described as revealing
- Flip-flops

S. Employee Technology Acceptable Use

All employees must have a signed Rules of Appropriate Technology Use Staff Form policy agreement form on file. The use of school technology resources is a privilege granted to employees for the enhancement of job-related functions. Employees may have limited access to the technology resources for personal use, if they comply with the professional standards and the school's acceptable use policies. Violations of this policy may result in the revocation of this privilege. Employees may also face disciplinary action up to and including discharge, civil litigation, and/or criminal prosecution for misuse of these resources.

SABE does not attempt to articulate all possible violations of this policy. In general, users are expected to use School computers and computer networks in a responsible, polite, and professional manner.

ADD KELLY'S STATEMENT FOR STUDENT INFORMATION SYSTEMS (SIS).

Users are not allowed to:

- Upload or otherwise transfer out of the school's direct control any software licensed to the school or data owned or licensed by the school without explicit written authorization.
- Acquire or use unauthorized copies of computer software.
- Use IT resources to reveal confidential or sensitive information, student data, or any other information covered by existing state or federal privacy or confidentiality laws, regulations, rules, policies, procedures, or contract terms. Staff who engage in the unauthorized release of confidential information via the school's IT resources will be subject to sanctions in existing policies and procedures associated with unauthorized release of such information.
- Download executable software, including freeware and shareware, unless it is required to complete their job responsibilities.
- Use school IT resources to intentionally disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of the school's IT resources.
- Unauthorized access to the Internet is prohibited from any device that is attached to any part of the school's network.
- Access, store, display, distribute, edit, or record sexually explicit or extremist material using school IT resources. Violation of this policy may result in immediate disciplinary action up to and including discharge from employment. The incidental and unsolicited receipt of sexually explicit or extremist material, such as might be received through email, shall not constitute a violation of this section, provided that the material is promptly deleted and neither stored nor forwarded to other parties.
- Access or attempt to access IT resources for which they do not have explicit authorization by means of user accounts, valid passwords, file permissions or other legitimate access and authentication methods. It is a violation of school policy to grant another individual access to any school accounts that have been authorized to you; or use another individual's school authorized accounts, user-ids and/or passwords.
- Connect to school WIFI to personal phones for personal use, including listening to music and accessing social media sites. Can be used for school wide applications used for communication and school community safety.

Personal Use of the Internet: Occasional and incidental personal use of the school's IT resources and Internet access, including personal email is allowed subject to limitations. Personal use of the internet is *prohibited if:*

- It materially interferes with the use of IT resources by the school; or
- Such use burdens the school with additional costs; or
- Such use interferes with the staff member's employment duties or other obligations to the school; or
- Such personal use includes any activity that is prohibited under any school policy.

SABE has installed software and/or hardware to filter, monitor and/or record all IT resources usage, including email and Web site visits. The school retains the right to record or inspect any and all files stored on school systems.

Violation of this policy may result in immediate disciplinary action up to and including discharge from employment.

T. Employee Dispute Resolution/Grievance Policy and Process

Purpose:

The purpose of this Policy is to provide an accessible and fair procedure for the reporting and resolution of legitimate employment-related concerns of, or conflicts between, Sandoval Academy of Bilingual Education employees in a timely and equitable manner. The intent of this process is to support communication and dialogue among Sandoval Academy of Bilingual Education staff, to encourage internal resolution of conflicts between staff/staff administration /staff and SABE Governing Board in a safe environment, at the lowest appropriate level, and to clarify the roles of administration and SABE Governing Board in dispute resolution. All grievances and disputes shall be processed as provided herein.

Definitions:

- “At Will” means an employer can terminate an employee at any time for any reason, except an illegal one, or for no reason with incurring legal liability.
- “Day” shall mean working school days.
- A “grievance” shall mean an allegation by an employee or a group of employees with the same claim that there has been a violation, misinterpretation, or inequitable application of any provision of the Handbook, or any other administrative rule, policy, or procedure, which negatively impacts the grievant(s).
- “Grievant” or “aggrieved party” shall mean an employee or a group of employees who is affected by a grievance as defined above.
- “Mediation” is the confidential process by which an impartial third party or a team of co-mediators facilitates a mutually acceptable resolution between parties.
- “Parties of interest” shall be the grievant and the administrator, SABE Governing Board member, or other employee(s) of the school whose actions or conduct are the subject of the grievance.
- “Relief” or “remedy” shall mean the recommended resolution by the grievant.
- “Resolution” shall mean the written decision by the appropriate authority in response to the grievance.

Applicability:

The following situations are not subject to this Grievance Policy:

- The contents of an evaluation of an employee by his/her immediate supervisor;
- Discharge or termination decisions made by the administration or the SABE Governing Board for which recourse is provided through state statute,
- Discharge or termination decisions made by the administration or SABE Governing Board for “At Will” employees or those with less than three years of employment with the School.
- Situations in which the remedy for the alleged violation resides exclusively in some person, agency, or authority other than Sandoval Academy of Bilingual Education, its administration or SABE Governing Board;
- A former employee cannot file a grievance after the effective date of separation from employment.

The following situations are subject to this Grievance Policy:

- Claims of violation or misapplication of the evaluation process;
- Written warnings, letters of reprimand and/or disciplinary actions relating to work performance.

U. Whistleblower and Non-Retaliation Policy

General:

Sandoval Academy of Bilingual Education (“SABE”) requires Board members, administrators, teachers, employees and volunteers to observe the highest standards of educational and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of SABE, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility:

It is the responsibility of all Board members, administrators, teachers, employees and volunteers to comply with and to report violations or suspected violations of SABE policies and/or applicable laws in accordance with this policy.

No Retaliation:

No Governing Board member, administrator, teacher, employee or volunteer who in good faith reports a violation of SABE policies or applicable laws shall suffer harassment, retaliation or any adverse employment consequence. Any person who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within SABE prior to seeking resolution outside SABE.

Reporting Violations:

Governing Board members, administrators, teachers, employees and volunteers should share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, employees and volunteers should report to the SABE Executive Director. However, if an employee or volunteer is not satisfied with the response of the Executive Director, that employee or volunteer is encouraged to report to the current Chair of the Board of Directors or SABE’s legal counsel.

Acting in Good Faith:

Any good faith report, concern or complaint is fully protected by this policy, even if the report, question or concern is, after investigation, not substantiated. Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of SABE policies or applicable law. Any allegations that prove not to be substantiated and have been made maliciously or with knowledge that they were false will be treated as a serious disciplinary offense.

Confidentiality:

Upon the request of the complainant, SABE will use its best efforts to protect the confidentiality of the complainant for any good faith report. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations:

All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. The complainant will be informed that follow-up has or is occurring within three weeks after the Executive Director or current Chair of the Board has received the complaint or report. The Board of Directors shall be informed of all such complaints or reports within five (5) business days after receipt of the complaint or report.

V. Domestic Partnership Policy

The Governing Board of the Sandoval Academy of Bilingual Education hereby adopts the following standards for the recognition of employees' domestic partnership status for the purpose of such employees' qualifying their respective domestic partners and dependent children for insurance benefits and other rights and privileges accorded to spouses and their dependent children. The employee and his/her domestic partner must:

1. be in an exclusive and committed relationship for each other's benefit, and such relationship must be similar to a marriage relationship in the State of New Mexico;
2. share a primary residence and have so shared for at least the twelve consecutive months next prior to the date of execution of the affidavit, copy of which is annexed hereto and referenced herein below;
3. be jointly responsible for each other's common welfare and share financial obligations;
4. be neither married or party to another domestic partnership arrangement;
5. both be at least 18 years of age;
6. both be legally competent to execute the Affidavit of Domestic Partnership,
7. be unrelated by blood to a degree of consanguinity which would preclude a lawful marriage of a heterosexual couple under the laws of the State of New Mexico; and
1. have executed an original of the Affidavit of Domestic Partnership, copy of which is annexed hereto.

Further, the Governing Board hereby adopts the following standards of eligibility for the extension of benefits to the dependent children of the domestic partner. The eligible dependent child must:

1. be a biological child of the domestic partner; or
2. be the adopted child of the domestic partner; or
3. have been placed in the domestic partner's household as part of an adoptive placement, legal guardianship, or court order (not including foster children),

Further, the domestic partner parent of the dependent child or children must have executed the original of an affidavit to the foregoing effect, in form and content as hereunto annexed.

Further, in implementation of this Policy, Sandoval Academy of Bilingual Education shall retain in its files the originals or exemplified true copies of all Affidavits of Domestic Partnership submitted by employees and transmit originals or exemplified copies thereof to the New Mexico Public Schools Insurance Authority.

W. Family Educational Rights and Privacy Act (FERPA) Policy

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

(1) The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.

Parents or eligible students should submit to the School's Executive Director or Executive Director's designee a written request that identifies the record(s) they wish to inspect. The Executive Director or designee will plan for access and notify the parent or eligible student of the time and place where the records may be inspected.

(2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write the School Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right

to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

(3) The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as the Executive Director, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Governing Board; a person or company with whom the School has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, and/or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office, U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

The School will provide annual notification of rights under FERPA to each family of an enrolled student, substantially in the SABE Manual as well as on the School's website.

X. Workers' Compensation Policy

SABE maintains workers' compensation insurance coverage for employees who sustain an injury or illness compensable under the New Mexico Workers' Compensation laws. SABE pays the full cost of the workers' compensation insurance. All workers' compensation claims are subject to evaluation and investigation by SABE and its insurance carrier. Employees injured while performing duties related to their assigned job at SABE must report the injury promptly to administration.

Benefits:

In accordance with applicable workers' compensation statutes, all employees of the employer Sandoval Academy of Bilingual Education who have a work-related injury are eligible for coverage.

REPORTING ACCIDENTS:

All work-related accidents or injuries must be reported immediately by the employee to the Executive Director by completing and submitting the *Notice of Accident form (NOA)*, whether or not medical care is needed. The employee's Executive Director must complete the *Accident Investigation Report* form. Both documents are submitted within twenty-four (24) hours from the time the Executive Director was informed of the accident to the employer's designated workers' compensation benefit specialist. The workers' compensation benefit specialist will then complete the Employers' First Report of Accident form. All three forms are then forwarded to the employer's insurance carrier or third party administrator within seventy-two (72) hours from the employer's first knowledge of the accident.

MEDICAL TREATMENT:

Emergency Medical Treatment: When an injury or illness is life threatening in nature, the injured worker shall seek emergency treatment at the nearest emergency facility or by calling 911. After the emergency has abated, the injured worker will notify in writing the employer of the work related injury and present any disability or return to work notices. Upon such notice, the employer shall notify the worker in writing at that time whether the employer has elected to direct medical care to a selected health care provider or permit the worker to initially select the health care provider.

INITIAL SELECTION OF HEALTH CARE PROVIDER: The New Mexico Workers' Compensation Statute allows the employer to select the initial health care provider.

- SABE elects to have injured workers treated at: closest urgent care or clinic.

WORKERS' COMPENSATION BENEFITS:

Medical Benefits: These benefits include all medical, surgical, and drug expenses that are reasonable, necessary and related to the work injury.

Lost Wage Benefits (indemnity payments): When an employee has been removed from work by an authorized health care provider and cannot earn wages, workers' compensation provides payments based on a portion of his or her average weekly wage up to a maximum limit set by the New Mexico Workers' Compensation Statute. The first seven (7) days (consecutive or non-consecutive) of disability is considered to be the waiting period and no indemnity benefits are due. Indemnity payments will be calculated and issued in accordance with applicable statutes and laws.

Use of Sick Leave for Work Related Injury: When an absence is due to a work-related occurrence, the initial seven (7) days are the statutory waiting period in which no indemnity benefits are paid under the workers' compensation claim. The seven (7) day period can be consecutive or non-consecutive days and must be charged to available Leave (Sick, Vacation or PTO).

If the worker continues to be disabled after the seven (7) day waiting period, the worker may be entitled to workers' compensation indemnity benefits at an amount equal to 66 2/3% of the worker's average weekly wage or up to the statutory maximum allowed at the time of the injury.

In order to allow the worker to maintain other employment benefits such as health insurance premiums for family members and dependents, the worker is permitted to use available Leave (Sick, Vacation or PTO) in addition to workers' compensation indemnity benefits to equate to 100% of the worker's gross wage. The worker will not be paid in excess of 100% of gross wage when both Leave (Sick, Vacation or PTO) and compensation benefits are combined. The worker will not be entitled or permitted to any advancement of additional paid sick leave that the worker might potentially accrue during the balance of the fiscal year.

If the worker's disability extends past 28 days, the worker will then be paid workers' compensation indemnity benefits for the initial seven (7) days of absence. If this occurs, then the worker is required to notify employer Sandoval Academy of Bilingual Education in writing for proper reimbursement of Leave (Sick, Vacation or PTO).

PAYMENT OF INSURANCE PREMIUMS WHILE DISABLED FROM WORK

When an absence is due to a work-related occurrence, the worker will not receive wages from the employer. At the time of a qualifying disability, it will be necessary for the worker to pay their portion of any insurance premiums directly to the employer, or, if the worker uses Leave (Sick, Vacation or PTO), the worker's portion of the insurance premiums will continue to be deducted from the checks issued by the employer.

The employer Sandoval Academy of Bilingual Education will continue payment of its matching portion of the insurance premium until the worker returns to work from the qualifying disability or through the end of the current fiscal year (June 30th), or for as long as the worker pays their portion of the premium – whichever occurs first.

FAMILY MEDICAL LEAVE ACT (FMLA): FMLA benefits, if applicable to the school site, will run concurrently with the employee's time off for a work related injury.

RETURNING TO WORK: Employees returning to work from a Workers' Compensation related accident shall:

1. Submit a written medical statement from the treating physician to the workers' compensation benefit specialist that they are physically able to return to perform the essential job functions of the original position; and
2. If physically unable to return to performance of the essential job functions of the original position, the employee shall submit a written medical statement from the treating physician for review by the Executive Director, human resources and workers' compensation benefit specialist detailing what specific functions of the original position that they are physically able to perform and what they cannot. Such written medical statement shall specify the employee's physical capacity in the terms outlined by §52-1-26.4, NMSA 1978. Within five(5) days of receiving this written notification, the employer shall advise the employee in writing of the availability of accommodating work and the start date on which the employee is expected to fill the accommodating position; and
3. If physically unable to perform even marginal job duties, employee will submit a written medical statement from the treating physician to the workers' compensation benefit specialist to that effect for review by the Executive Director, human resources and workers' compensation benefit specialist, and
4. Present themselves for work within one (1) working day after being released to return to work by his or her treating physician, or being notified of accommodating work by the employer Sandoval Academy of Bilingual Education.

Y. Social Media Policy

Blogs, Wikis, Podcasts, Digital Images & Video Personal Responsibility:

SABE employees are personally responsible for the content they publish/post online. Be mindful that what you publish/post on social media channels can be public for a long time— protect your privacy.

- When posting online, please remember that you are an employee of SABE and representative of your colleagues, students, parents and the school community.
- Your online behavior should reflect the same standards of honesty, respect and consideration that you use face-to-face.
- Blogs, wikis, and podcasts are an extension of your classroom and considered official content. What is inappropriate in the classroom should be deemed inappropriate online.
- Do not post photos or movies of fellow employees without their permission.
- Do not use photos or movies taken at school without permission.
- Do not post photos or movies that contain students.
- There are many websites that allow users to share personally created movies. You are responsible for all you do, say and post online including videos. Anything posted online should represent you in a professional manner as others will see you as connected to SABE. It disrupts learning when teachers, employees and staff post videos with questionable content.
- When posting online never post confidential student information.
- Cyberbullying is not to be tolerated. Any incidence of cyberbullying should be reported to the school Executive Director immediately. All cyberbullying incidents are to be taken seriously.

Personal use of any social networking site, including Facebook, Twitter and Instagram:

- SABE staff and employees are personally responsible for all comments/information and hosted content they publish online. Be mindful that things such as Tweets and Status Updates may be visible and public for a long time or may even be copied.
- By posting comments, having online conversations, etc. on social media sites you are broadcasting to the world. Be aware that even with the strictest privacy settings, what you ‘say’ online should be within the bounds of professional discretion. Comments expressed via social networking pages under the impression of a “private conversation” may still end up being shared into a more public domain, even with privacy settings on maximum.
- Comments related to SABE, its employees, staff and/events related to SABE should always meet the highest standards of professional discretion. When posting, even on the strictest settings, staff should act on the assumption that all postings are in the public domain.
- Before posting personal photographs, thought should be given as to whether the images reflect on your professionalism.
- Photographs relating to alcohol, tobacco, and drug use are deemed inappropriate. Remember, your social networking site is an extension of your personality, and an extension of your professional life and classroom. If it would seem inappropriate to post or broadcast a certain photograph, then it should be considered inappropriate to post online.
- Microblogging (Twitter, Facebook, Tumblr, Instagram, etc.) comments made using such media are not protected by privacy settings. Employees should be aware of the public and widespread nature of such media and refrain from any comment and/or #hashtags that could be deemed unprofessional. # (Hashtags) that tag students and provide personal financial gain are prohibited. SABE students are not to be used a promotional audience.
- SABE employees are not permitted to solicit or accept “Friend” Requests from enrolled SABE students on any personal Social Media Account. This includes student’s accounts and SABE employee personal accounts.
- SABE employees are not permitted to encourage students (K-12) enrolled at SABE to create Social Media Accounts of any kind.
- SABE employees are discouraged from soliciting or accepting “Friend” Requests from parents of enrolled SABE students on any personal Social Media Account.

Employees who post information on Facebook, Twitter or other similar websites that include inappropriate personal information such as, but not limited to: provocative photographs, sexually explicit messages, use of alcohol, drugs or anything students are prohibited from doing must understand that if students, parents or other employees obtain access to such information, their case will be investigated by school and district officials and if warranted, will be disciplined up to and including termination, depending on the severity of the offense, and may have their case forwarded to the appropriate state department for review and possible further sanctions.

The Executive Director reserves the right to periodically conduct Internet searches to determine if employees have posted inappropriate materials online.

If inappropriate use of social media, computers and websites is discovered, the staff member should download the offensive material and promptly bring misconduct to the attention of the Executive Director.

Staff to Student Relations:

Employees are prohibited from establishing personal relationships with students that are unprofessional and thereby inappropriate.

Examples of unprofessional relationships include, but are not limited to:

- Employees fraternizing or communicating with students as if employees and students were peers such as writing personal letters or emails
- “Texting” students;
- Calling students on cell phones or allowing students to make personal calls to them unrelated to homework or class work;
- Sending inappropriate pictures to students;
- Discussing or revealing to students personal matters about their private lives or inviting students to do the same (other than professional counseling by a school counselor);
- Engaging in sexualized dialogue, whether in person, by phone, via the Internet or in writing.

Email:

SABE’s Student Education Technology Acceptable Use and Safety policy expects that all electronic or any other communications by employees to students or parents at any time, from any email system shall be professional, acceptable in content to any reasonable person, and limited to information that is school-related or is acceptable to both student and parent. Email between employees, students and parents shall be done through the school provided email.

SECTION III: PERSONNEL MATTERS

A. Employee Standards of Conduct

Whenever people gather together to achieve goals, rules of conduct (norms) are needed to help everyone work together efficiently, effectively, and congenially. By entering into a contract for employment, you have a responsibility to SABE and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. SABE employees serve as positive role models for students and set good examples in conduct, manners, dress and grooming. SABE expects each employee to maintain the highest standards of conduct and act in a mature and responsible manner at all times. Employees must not engage in activities which violate federal, state or local laws or which, in any way, diminish the integrity, efficiency or discipline of the School.

B. Employee Misconduct/Educator Code of Conduct

The New Mexico Public Education Department (NMPED) sets minimal standards of accepted ethical behavioral and professional conduct in education that are applicable to all licensed personnel. All licensed personnel are responsible for reading and understanding the Code of Ethics ([6.60.918 NMAC](#)) and Standards of Professional Conduct ([6.60.9.9 NMAC](#))

“Ethical Misconduct” is defined as “unacceptable behavior or conduct engaged in by a licensed school employee and includes inappropriate touching, sexual harassment, discrimination and behavior intended to induce a child into engaging in illegal, immoral or other prohibited behavior.”

Employees are required to report ethical misconduct to the Executive Director. The NMPED secretary can suspend, revoke or refuse the license of a person who fails to report as required.

The school must conduct an investigation when a licensed employee is being discharged or terminated, or otherwise leaves employment, after an allegation of ethical misconduct is made against that person. The school must complete the investigation within 30 days of the licensed employee’s departure and, if there is a finding of wrongdoing, report the matter to the PED.

Gross Misconduct is defined as wanton or willful disregard of the school’s interest, a deliberate violation of the school’s rules, a disregard of the standards of behavior which the school has the right to expect of an employee, violation of the ethical and professional code of conduct promulgated by the PED for licensed school employees, insubordination, or negligence indicating an intentional disregard of the school’s interest or the employee’s duties and obligations to the school.

Gross misconduct of an employee shall lead to termination or discharge or other appropriate disciplinary action.

The school is required to report to the PED any known conviction of a felony or misdemeanor involving moral turpitude of a licensed school employee that results in any type of action against the licensed school employee.

C. Staff Conduct with Students

Staff members will maintain appropriate professional behavior while working with students and refrain from harassment, malicious or prejudicial treatment, and abridgement of student rights.

D. Tutoring or Advising for Pay

With the exclusion of school personnel receiving stipends for extra- or co-curricular activities, school personnel are not permitted to receive pay for tutoring or advising any students assigned to them for classroom teaching or other school functions while under contract.

E. Solicitations and Distributions

Solicitation by employees for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-school literature in work areas at any time during working time without permission by the administration. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Employees are not permitted to sell raffle chances, merchandise or otherwise solicit or distribute literature without approval from administration. Persons not employed by SABE are prohibited from soliciting or distributing literature on School property without permission from administration.

F. Participation in Political Activities

Staff members of SABE may hold public offices regardless of the relationship between the public office and the interests of SABE. Employees seeking political office, as well as other candidates, are prohibited from conducting campaign activities during regular work hours on school premises. The school seeks to assist employees/public officials in avoiding conflicts between the interests of SABE and the interests of the public official's constituents. An employee of SABE who holds public office, acting in his or her capacity as a public official, may speak, act, debate and vote according to his or her convictions, without undue influence by the Board. The school and employees who hold public office will observe compliance with laws, especially those relating to Article Nine, Section Fourteen (the anti-donation clause) of the Constitution of the State of New Mexico. School employees may not sit on the SABE Governing Board while employed at the school.

G. Performance Reviews

SABE administration conducts a formal evaluation for each employee based on regulations set by the New Mexico Public Education Department (NMPED). Your review provides an opportunity for collaborative, two-way communication between you and the Executive Director and/or designee. This is a good time to discuss your interests and future goals. The Executive Director and/or designee can recommend further training or additional opportunities for you and answer any questions you may have about the performance review process.

H. Progressive Discipline Process

Whether or not an employee's performance, conduct or behavior warrants disciplinary action is within the judgment and discretion of SABE's administration, including the type of discipline, as appropriate for violations. All actions taken by the SABE administration will be in accordance with the applicable requirements of the New Mexico School Personnel Act. SABE does not intend by these guidelines to create an expectation that any employee will be assured of any particular form of disciplinary action, such as warning or notice, or progressive discipline, prior to discharge. Rather, discipline shall be imposed at the administration's discretion, in consideration of the law and the factors the school deems relevant. In considering or issuing discipline, the administration may and generally should consider an employee's entire work record and disciplinary history and may rely on all information and documentation relating to the employee in question, whether the information or documentation has been shared with the employee.

School administration may use several tools to motivate, correct, and/or discipline employees, including, but not limited to warnings, reprimands, suspension with or without pay, and discharge, as determined to be appropriate in each individual circumstance. Progressive discipline may be used to correct employee behavioral or performance problems. However, there may be situations where the severity or seriousness

of the offense justifies the omission of one or more of the steps in this process. Likewise, there may be situations where a disciplinary step is repeated.

I. Administrative Leave Pending Possible Disciplinary Action

SABE will investigate any incident of employee misconduct or alleged misconduct occurring at or involving the school. An employee accused of misconduct may be placed on paid administrative leave pending the school's investigation, if the circumstances warrant.

If you are suspected of violating the School's policies, procedures, or work rules, you may be placed on administrative leave, with or without pay, pending an investigation of the situation. Time designated as administrative leave with pay will not be charged to the employee's paid leave.

J. Employee Background Check

In compliance with NMSA 1978, §22-10A-5 (2019), and §22-10A-__/HB128 (2021) SABE will require background checks of all prospective employees (i.e. applicants offered employment) with the school, school contractors and the contractor's employees, and volunteers who have unsupervised access to students. Compliance will be in alignment to SABE's Governing Board adopted policy. SABE will obtain applicant Employment histories and complete a Background Check as set forth herein to safeguard our School community from individuals who have a history of ethical misconduct and/or criminal conduct of a nature that may present an unreasonable risk of harm to our School community.

K. Immigration Law Compliance

All offers of employment are contingent upon verification of your right to work in the United States. You will be asked to provide original documents verifying your right to work and, as required by federal law, to sign *Federal Form I-9, Employment Eligibility Verification Form*. If you cannot verify your right to work in the United States at any time, SABE may terminate your employment. As periodic update of I-9 information is required, inability to provide current verification will also result in possible termination of employment.

L. Conflict of Interest

Employees are prohibited from using confidential information acquired by virtue of their associations with the School for their individual or another's private gain. Employees are prohibited from requesting, receiving, or accepting a gift or loan for themselves or another that will influence them or appear to influence them in the discharge of their duties as employees.

M. Supervision of Relatives

The relative of the Executive Director or any other SABE administrator may not be assigned to any position in which the Executive Director or administrator may be able to directly or indirectly supervise, evaluate, or control the work of the relative except with specific written approval of the SABE Governing Board. For purposes of this policy:

1. **Relative** includes an employee's spouse, child, grandchild, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, or sibling (collectively "family members") a person who resides in the employee's household, a person in loco parentis or a person for whom the employee is legally responsible.
2. **Administrator** or **Executive Director** includes Executive Director, principals, assistant principals school coordinators, staff coordinators, school police investigators, maintenance and operations director, technical assistants, executive secretaries, cafeteria director, head custodians, cook managers, or others who direct, supervise and/or evaluate the work of any subordinate employee.

N. Per Diem & Travel Reimbursements

All per diem and travel reimbursements need to be authorized by the Executive Director using SABE's request for travel and authorization form. Please consult with the Executive Director prior to incurring any charges or making arrangements. No unapproved payments will be made on behalf of the school and will be the responsibility of the employee. All reimbursements will be paid pursuant and in accordance to current rates under the New Mexico Per Diem and Mileage Act (NMSA 1978§§10-8 through 10-8-8)

O. Purchase Requisition

Internal Controls Policy - Procurement

- 1.) Purchases are initiated by completion of a requisition form and submitted to the Executive Director.
- 2.) If approved, the approved requisition is forwarded to Business Manager for preparation of a purchase order. Quotes or sealed bids are obtained if and as necessary according to NM Procurement Code.
- 3.) Budget availability is confirmed, and purchase order is generated in APTA Fund by Business Manager.
- 4.) Business Manager scans and emails purchase order to the Executive Director and files copy in pending purchase order file.
- 5.) Purchase order is reviewed and signed by principal/Executive Director.
- 6.) The order is placed with the vendor and the PO is provided to the vendor.
- 7.) Once goods are received, items are checked in by administrative assistant or designee. The packing slip is signed by the administrative assistant or designee and provided to the Executive Director.
- 8.) When invoice is received, it is reviewed by the Executive Director or designee to ensure the correct charges were assessed. It is signed by the Executive Director and sent to the business manager to process payment.

P. Medical Examinations

SABE may require an employee's participation in an examination, including drug testing, to determine the employee's ability to perform his/her essential job functions.

Q. Your Medical Records File

Medical records are kept in a separate confidential file. SABE maintains this information in the strictest confidence.

R. Employment Classification

At the time you are hired or transfer to a new position, you are classified as a regular full-time, regular part-time, short-term, or temporary employee. In addition, you are classified as nonexempt or exempt in accordance with the Fair Labor Standards Act and applicable state law. If you are unsure of which classification your position fits into, please ask the Executive Director.

Regular Full-Time Employees: An employee who is regularly scheduled to work at least 40 hours per week is considered a regular full-time employee.

Regular Part-Time Employees: An employee who is regularly scheduled to work less than 40 hours per week is considered a regular part-time employee. Regular part-time employees may not be eligible for certain benefits described in this Employee Handbook.

Short-Term Employees SABE hires employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a short-term employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Normally, a short-term position will not exceed nine (9) months in duration, unless specifically extended

by a written agreement. If the position for which you have been hired will exist for a pre-designated period of time, such as a federal grant period, you will receive a short-term assignment. You will be informed of the nature and duration of the appointment. A short-term employee does not become a regular full-time employee by virtue of being employed longer than the agreed upon specified period.

Temporary Employees: Hourly, summer employees and interns are considered temporary employees.

Non-Exempt and Exempt Employees: Employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. These employees are referred to as "non-exempt" in this Employee Handbook. This means that they are not exempt from (and therefore should receive) overtime pay. Exempt employees include the superintendent/Executive Director, principals, assistant principals, teachers, professional staff and others whose duties and responsibilities exempt them from statutory overtime pay provisions.

S. Business Hours

Your particular hours of work and the scheduling of your meal period will be determined and assigned by your Executive Director. Most employees in the school offices are assigned to work a regularly-scheduled workweek and to take an unpaid lunch period. Should you have any questions concerning your work schedule, please ask the Executive Director.

The teacher and educational assistant duty day begins at 7:30 AM and ends at 3:30 PM. The workday may be lengthened when necessary, in accordance with existing and/or agreed upon policies. Specific work hours may vary according to assigned duties. Any variance from the duty day will be made only with the specific permission of the administration. Doctor, dentist, etc. appointments should be scheduled after the duty day.

T. Absence or Lateness

If you are unable to report to work due to an emergency or illness, or if you will arrive late, contact the Executive Director or designee as soon as possible, preferably between the hours of 5:30-6:00am. If you know in advance that you will be absent, you must request this time off directly from the Executive Director with 48 hours advance notice. A consistent pattern of absences can be considered excessive. In addition, excessive lateness or leaving early may carry the same weight as an absence. Other factors, like the degree and reason for the absences or lateness, will be taken into consideration. Unauthorized or excessive absences, lateness, or leaving early may lead to docked pay, disciplinary action, up to and including discharge. Absences that coincide with calendar holidays are discouraged and may result in leave without pay if not authorized with advance notice and arrangement with the Executive Director.

All professional development leave needs to be authorized as far in advance with the Executive Director. Whether or not it will be granted is at the discretion of the Executive Director.

Leave slips need to be placed in the Executive Director's or designees mailbox within 24 hours of returning to School.

U. Severe Weather and Emergency Conditions

School Closure: In the event of severe weather conditions or other emergencies, the School may decide to close all or part of SABA for the day. If the school is closed, you will be notified as soon as possible. Employees who are sent home early will not lose pay as a result of early dismissal for this reason. Likewise, if you report to work and find that SABA is unexpectedly closed due to an emergency, no loss of pay will occur. Notification is typically made by 6:00 a.m. through all notification systems.

Abbreviated Day Schedule is a shortened school or workday that begins two hours later than the regular schedule but ends at the regular time. The most common use of the abbreviated day schedule occurs when severe weather causes street conditions that would endanger the safety of students and employees on their way to school. During an abbreviated schedule, weather conditions may worsen to the point that it is necessary to close the schools. Notification is typically made by 9:00 a.m. through all notification systems.

Notifications are made via the local news medias, School Messenger, Voxer, and ClassDojo. On mornings when weather conditions are severe, employees should be alert and be available for announcements concerning the school schedule.

Following the announcement of a delay, the reporting time for all employees may be delayed up to a maximum of two hours. All staff members are expected to arrive as close to the regular start time as possible, considering their personal safety. Help may be needed to prepare the buildings for the school day.

V. Employee Leave Policy

SABE offers employees paid and unpaid leaves of absence in times of personal need. Personal and sick leave is earned on a yearly basis and is in accordance with the employee contract. Any unused sick leave will be carried over to the subsequent school year. SABE does not provide monetary compensation to employees for any unused sick leave. Upon separation of employment, whether voluntary or involuntary, any unused sick leave that was accrued by the employee is forfeited.

General Provisions

Application for Leave: All leave of ten (10) consecutive workdays or less must be requested through and approved by the Executive Director. Extended leave of more than ten (10) days, with or without pay, must also be requested through the Executive Director. Employees must complete the required Leave Forms (in the appendix) and receive the necessary approval before the leave requested may be taken.

Use of Leave: When an employee becomes ill or is injured on the job, sick leave begins at the time of inability to continue work, to the nearest half-hour. An employee, who is already on annual leave, personal leave, or leave without pay, including parental leave, may not be eligible to use sick leave benefits.

Types of Leave

Assault Leave may be granted, upon request, to employees who suffer time lost resulting from physical injuries caused by an assault while carrying on the duties/ responsibilities of the position. *An assault shall mean an intentional act which causes an injury.* This leave is granted with or without pay, depending upon the circumstances of each situation. The Board reserves the right to have the employee examined by a physician, to determine the employee's right to receive benefits. Benefits will go into effect immediately and remain in effect until such time as it is determined that benefits should not be provided. In such an event, the employee will assume all expenses, including leave without pay if sick leave has been exhausted.

Bereavement Leave: Up to three (3) working days of leave with pay (not charged to other leave time) may be granted, upon request, to full-time employees to make arrangements for and attend funeral services of the employee's spouse, child, step-child, parent, step-parent, parent-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother, sister, sister-in-law, brother-in-law, aunts, uncles, and others who reside in the same household as the employee, or a person *in loco parentis*. Up to one (1) working day of leave with pay (not charted to other leave time) may be granted, upon request, to full-time employees to attend funeral services for the employee's other family members not listed above.

Court Leave/Jury Duty: Except as a plaintiff or defendant, court leaves with pay will be provided where an employee is required by a lawful subpoena to testify in a court or administrative proceeding. Court leave with pay will be granted for jury duty, provided a copy of the summons or subpoena must be attached to the Request for Leave Form. The employee shall remit money received for jury duty, except that paid for mileage and/or subsistence, to the business manager. Court leave with pay will be granted to employees whose absence is due to an action against the Board on account of physical injuries suffered by the employee while on duty, but not for absence resulting from the employee bringing action against the Board for any other reason.

Funeral Leave: Employees may be excused without loss of pay by the Executive Director, for a period up to four (4) hours, to attend funeral services of others than members of the immediate family provided no substitute is required.

Personal Leave: Two (2) days per year with pay (within their earned days) is granted to eligible employees to accomplish personal business that cannot be done during other than your normal working hours. Any unused personal days may be carried over to subsequent years as sick leave.

Professional Leave: Leave with pay may be granted for professional visitation and attendance at job-related meetings, conferences and training services or other activities that in the Executive Director's judgment would be beneficial to the work of the employee or to the School. Such leave may or may not involve the reimbursement of expenses, including substitutes, depending upon the mutually agreeable arrangements made prior to leave. One day of leave may be granted to a certified employee on the day of the certified employee's examination(s) for an advanced degree.

Religious Leave: Leave may be granted, upon request, to all employees for observance of recognized religious events. This leave is unpaid and may be granted for up to two (2) days per year.

Sick Leave: Sick leave is accrued monthly at a rate of one (1) day per month with a maximum accrual of 10 days per school year (8 sick and 2 personal). Employees must call the Executive Director or designee as soon as they know they will be absent from school and schedule a substitute teacher if necessary (between 5:30-6:30AM). SABE may, in its sole and absolute discretion, require a doctor's certificate verifying the necessity for absence(s) and the specific illness, injury, or other disability to which the absence is attributed, especially in the event of extended leave.

Accrual: Unused paid sick leave may be accumulated and carried over from year to year. The allowable number of accumulated hours and/or days may be different with each employee group.

Inappropriate or improper use of sick leave may be cause for disciplinary action, up to and including termination. Sick leave accruals will discontinue when an employee is on a leave without pay status. In the event of an illness or injury that is covered by workers' compensation insurance, this Sick Leave Policy will not apply, but will defer to state statutes. At the time of termination of employment, the employee will receive no additional pay for unused sick leave. Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment involving the use of sick leave. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with advance notification of your intended return date. Failure to do so may delay your return date. Benefits that accumulate on an accrual basis (vacation, sick and personal days) will cease to accrue during the leave period. Employees may choose to use all accrued, unused vacation and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay. The employee may

or may not qualify for unpaid leave under the federal Family Medical Leave Act (FMLA). Group insurance benefits (medical, dental, vision, LTD and life) will continue during the leave provided the employee continues to make required contributions to these plans. Failure to make such contributions will result in the termination of these benefits. If an employee fails to return to work after Family Medical Leave, the employee will be held liable for the amount of health insurance premiums paid by SABE during the employee's unpaid leave. Other benefits, such as retirement and 403(b) plans, will be governed in accordance with the terms of each plan. In the case of an employee's own serious health condition, before the employee will be permitted to return from medical leave, he or she will be required to present SABE with a written physician's statement indicating that the employee can return to work and perform the essential functions of his/her position. In addition, the employee must submit the Return to Work Certificate which the treating physician completes.

Military Leave of Absence: SABE will grant a military leave of absence if an employee is absent from work because he/she is serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who perform duty, voluntarily or involuntarily, in the "uniformed services," which include the Army, Navy, Marine Corps, Air Force, Coast Guard, as well as the reserve components of each of these services, Army National Guard, Air Force National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency, will be eligible for re-employment after completing duty, provided:

- They provide written or verbal notice of their orders to the Executive Director/Human Resources as soon as received (unless precluded by military necessity or otherwise)
- impossible/unreasonable)
- They satisfactorily complete duty of five (5) years or less;
- They begin duty directly from employment with SABE; and
- They apply for and are available for re-employment as follows:
- Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then it must occur as soon as possible.
- 31 to 180 days: No later than 14 days after completion of duty. If this is impossible or unreasonable through no fault of the employee, then as soon as possible.
- 181 days or more: No later than 90 days after completion of duty.
- Service-connected injury/illness: Reporting or application deadlines are extended for up to two (2) years for persons who are hospitalized or recovering.

Performing duty, voluntarily or involuntarily, includes:

Active duty, active duty for training, and initial active duty for training; Inactive duty training; Full-time National Guard duty; absence from work for an examination to determine a person's fitness for any of the above types of duty; funeral honors duty performed by National Guard or reserve members; and duty performed by intermittent disaster response personnel for the Public Health Service, and approved training to prepare for such service. Employees who serve in "uniformed services" will be paid for up to 15 days per fiscal year, for active duty, active duty training, and inactive duty training. Employees may apply accrued personal days and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. Employees on military leave shall be granted any improvement in salary or other terms and conditions of employment which would have accrued to them had they remained in active service with the school, provided such employees seek reinstatement with the school within thirty (30) days following discharge from the military service.

W. Separation of Employment

Voluntary Termination:

SABE will consider you to have voluntarily terminated your employment if you:

- Resign from SABE: A letter of resignation from your employment with SABE must be given to the Executive Director.
- Retire from SABE: A letter of retirement must be sent to the Executive Director
- Fail to return from an approved leave of absence on the date specified; or
- Fail to report to work or call in for three (3) or more consecutive work days.

The NM Public Education Department will be notified if an employee holding a NMPED license abandons their employment. Action may be taken to revoke said employee's license.

Required notice from employees seeking voluntary termination:

- Instructional staff, administrators: minimum 30 days
- Other employees: minimum 14 days

Involuntary Termination:

Subject to the applicable requirements of the New Mexico School Personnel Act, SABE may discharge or terminate you from your employment for poor performance, misconduct, excessive absences, tardiness, discrimination or other violations of SABE policies. If your employment is at will, you or SABE may terminate the employment relationship at any time and for any or no reason.

X. Post-Employment Inquiries

SABE does not respond to oral requests for references. In the event another SABE employee is terminated either voluntarily or involuntarily, you must not, as a current SABE employee, under any circumstances, respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. Forward the information request to the school's Executive Director.

Y. Return of School Property

Any property SABE issues to you, such as keys, uniforms, computer equipment, parking passes, other technology or vehicles, etc., must be returned at the time of termination. You will be responsible for any lost or damaged items. The value of property issued and not returned may be deducted from your paycheck. You may be required to sign a wage deduction authorization form for this purpose.

SECTION IV: COMPENSATION

A. Paycheck

Paychecks will be distributed at your work site by the Executive Director or designee on the pay dates specified, unless you have authorized direct deposit. If you were hired after a payroll deadline (check with your Executive Director), your first paycheck will be delayed until the second payday after you started work. You will, however, be paid from the day you started. After that, paychecks are issued every two weeks or 26 times per year if you are a full year employee. If you do not receive your check or you believe that any amount on the check is in error, notify the Executive Director immediately.

B. Direct Payroll Deposit

Direct payroll deposit is the automatic deposit of your paycheck directly into a financial institution account. Contact the School Business Manager for details and the necessary authorization forms. SABE encourages you to use this benefit.

C. Mandatory Deductions from Paycheck

SABE is required by law to make certain deductions from your paycheck. Among these are your federal and state income taxes and your contribution to Social Security and Medicare, New Mexico Retirement and Retiree Healthcare. These deductions are itemized on your check stub. The amount of the deduction depends upon your earnings and the information you furnished on your W-4 form. Other mandatory deductions that may be made from your paycheck, such as court ordered garnishments, will be explained if SABE is ordered to make such deductions.

D. Overpayment of Earnings

If you have been overpaid in your paycheck, you must contact the SABE Business Manager immediately. Any overpayment must be returned to SABE in full upon request by the Business Manager or the Executive Director.

E. Overtime

If you are a non-exempt employee, you are eligible to receive overtime pay at the rate of one and one-half (1 1/2) times your regular hourly wage for hours worked over forty (40) hours in one (1) work week. Hours away from the job because of a job-related injury, holiday, jury duty, vacation, or sick leave are not counted as hours worked for the purpose of computing eligibility for overtime pay. All overtime must be approved in advance by the Executive Director.

The following employees are considered exempt employees: Superintendent/Executive Director, Principals, Assistant Principal, Teachers, Instructional Coaches, Specialists, and certified counselors.

F. Compensatory Time Off

Non-exempt employees have the option of receiving compensatory time off ("comp time") for hours worked beyond the normal workday in lieu of overtime compensation. The use and accrual of comp time must be approved and scheduled through the Executive Director.

G. Professional Development Increment

Staff members at SABE are expected to and encouraged to participate in professional development opportunities throughout the year.

H. Endorsement Stipend

SABE recognizes the benefits of implementing a 50/50 Dual Language Immersion Program on a school-wide level. As such, we also recognize the importance of hiring and maintaining highly qualified staff. Each staff member holding an endorsement in Teaching English to Students of Other Languages (TESOL) and/or Bilingual Education will be compensated an additional stipend on a yearly basis as follows.

- A stipend of \$2,000 will be earned by a teacher holding a current TESOL endorsement.
- A stipend of \$3,500 will be earned by a teacher holding a current bilingual endorsement.

These stipends will be paid in one installment at the end of each year after completing the school year.

I. Records of Time Worked

When applicable, you are responsible for accurately recording your time. No one may record hours worked on another's timecard or timesheet. Tampering with another's time record is cause for disciplinary action, up to and including discharge, of both employees. In the event of an error in recording your time, please report the matter to the Executive Director immediately.

J. Benefits

SABE sponsors a comprehensive benefits program for all eligible employees, their spouse/domestic partner and eligible family members commensurate with regulations for public schools. SABE periodically reviews its benefits program and may make modifications as appropriate. SABE reserves the right to amend, add to or terminate these plans at any time. This right of amendment/ termination shall apply equally to all participants, including retirees. For information regarding the complete benefits package, please speak with your business manager.

K. Personal Property

The school does not carry insurance which will cover replacement of, or repairs to, lost, stolen or damaged property belonging to individuals. Individuals bringing personal property onto school grounds do so at their own risk and must carry their own insurance on these items, if they are to be insured.

APPENDICES

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Unacceptable Activities

SABE expects each employee to act in a mature, responsible, and professional manner at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see the Executive Director. Note that the following list of unacceptable activities is not intended to be comprehensive; it does not include or attempt to list all types of conduct that can result in disciplinary action, up to and including discharge. Nothing in this list alters the at-will nature of employment for some employees of the School.

- Violation of any SABE policy or Procedural Directive as stated within this document as well as in the SABE Manuals.
- Violation of security or safety rules or failure to observe safety rules or SABE safety practices; failure to wear required safety equipment; tampering with SABE equipment or safety equipment.
- Negligence or any careless action which may endanger the health, safety or well being of another person.
- Being intoxicated or under the influence of a controlled substance, including alcohol, while at work; use, possession or sale of a controlled substance in any quantity while on School premises, except medications prescribed by a physician which do not impair work performance.
- Possession of dangerous or illegal firearms, weapons or explosives on School property or while on duty.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on School premises or when representing SABE; fighting, or provoking a fight on School property, or negligent damage to property.
- Insubordination or refusing to obey instructions properly issued by the Executive Director pertaining to your work
- Refusal to help out on a special assignment.
- Threatening, intimidating, or coercing fellow employees on or off the premises at any time, for any purpose.
- Engaging in an act of sabotage; negligently causing the destruction or damage of School property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
- Theft or unauthorized possession of School property or the property of fellow employees; unauthorized possession or removal of any School property, including documents, from the premises without prior permission from management; unauthorized use of School equipment or property for personal reasons; using School equipment for profit.
- Dishonesty; falsification or misrepresentation on your application for employment or other work records; untruthfulness about sick or personal leave; falsifying reason for a leave of absence or other data requested by SABE; unauthorized alteration of School records or other documents.
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- Immoral conduct or indecency on School property.
- Conducting a lottery or gambling on School premises.
- Unsatisfactory or careless work, failure to meet work productivity or work quality standards.
- Any act of harassment including but not limited to sexual, racial, religious, telling sexist or racist jokes, making racial or ethnic slurs.
- Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your Executive Director; stopping work before time specified for such purposes.
- Sleeping or loitering during working hours.
- Excessive use of telephones for personal calls, text messaging, use of social media, and/or other phone applications.

- Smoking or vaping on School property or in School vehicles.
- Creating or contributing to unsanitary conditions.
- Failure to report an absence or late arrival; unauthorized or excessive absences or lateness.
- Obscene or abusive language toward any Executive Director, employee, parent, or student; indifference or rudeness; any disorderly/antagonistic conduct on School premises.
- Speeding or careless driving of personal vehicles on school property.
- Failure to immediately report damage to, or an accident involving, School equipment.
- Unauthorized soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on School premises.
- Any other act or omission which impairs or restricts the ability of the School to provide a safe and healthy environment for employees and students.
- Sharing or disseminating personal or confidential information about students or employees.
- Negligence or any careless action which allows others access to personal or confidential information about employees or students. Willfully providing someone access to personal or confidential information about employees or students.



Sandoval Academy of Bilingual Education

Rules of Appropriate Technology Use Staff Form

Occasional and incidental personal use of the school's IT resources and Internet access is allowed subject to limitations. Personal use of the internet is prohibited if:

- It materially interferes with the use of IT resources by the school; or
- Such use burdens the school with additional costs; or
- Such use interferes with the staff member's employment duties or other obligations to the school; or such personal use includes any activity that is prohibited under any school policy.

These guidelines, along with Sandoval Academy of Bilingual Education's Board policies must be followed to prevent loss of network and Internet privileges.

- Do not use a computer to harm other people or their work.
- Do not damage the computer or the network in any way.
- Do not download or install your own software, shareware, or freeware.
- Do not violate copyright laws.
- Do not view, send, or display offensive messages or pictures. Example: Offensive messages or pictures are those you would not share with children or your students.
- Tell the Executive Director immediately, if by accident, you encounter materials, which violate the rules of appropriate use.
- Network accounts are to be used only by the authorized owner of the account. The sharing of passwords is absolutely prohibited.
- Do not open someone else's folders, work, or files without permission.
- Do not waste limited resources such as disk space, printing capacity, or network connections (bandwidth).
- Do not use your personal device to connect to School's WIFI for streaming movies and/or music that is not used for or to promote learning

You will be held accountable for your actions. By violating the rules of appropriate use, you will lose network and Internet privileges and be subject to disciplinary action.

PRIVACY: Computer storage areas may be treated like school lockers. Network administrators may review communications to maintain system integrity and to ensure that staff members are using the system responsibly.

STORAGE CAPACITY: Users are expected to delete material that takes up excessive storage space.

ILLEGAL COPYING: Staff members should never download or install any commercial software, shareware, or freeware onto network drives, hard drives, or disks. Nor should staff members copy other people's work or intrude into other people's files.

INAPPROPRIATE MATERIALS OR LANGUAGE: No profane, abusive, impolite, racist, or sexist language should be used to communicate across the school's network or the Internet, nor should materials be accessed or distributed which are not in accordance with Board Policies.

SOCIAL MEDIA POLICY: In addition to the guidelines listed above, the undersigned staff member agrees to abide by the regulations and expectations set forth in the approved SABE Social Media Policy.

User Agreement

As a user of Sandoval Academy of Bilingual Education computers and networks I agree to comply with the above stated Rules of Appropriate Use and to use the network and the Internet in a constructive manner.

Staff Name

Position

Staff Signature

Date

STAFF LEAVE FORM



Date Requested: _____. Employee Name: _____

Date(s) of Leave: _____

Reason for leave: _____
(sick, personal, bereavement, professional development, jury duty, etc.)

Staff Signature: _____ Date: _____

Approved:

Executive Director's Signature

Date

For Office Use Only: Submitted to Payroll Specialist on _____

STAFF LEAVE FORM



Date Requested: _____. Employee Name: _____

Date(s) of Leave: _____

Reason for leave: _____
(sick, personal, bereavement, professional development, jury duty, etc.)

Staff Signature: _____ Date: _____

Approved:

Executive Director's Signature

Date

For Office Use Only: Submitted to Payroll Specialist on _____

Discipline Matrix

As needed, the SABE principal, administrators, and classroom teachers will administer appropriate discipline in response to behavioral issues that arise. These disciplinary actions will occur progressively and in accordance with the severity of the behavior in question. School officials will act with attention to the student's past behavior, age, and other factors. Teachers and administrators are expected to act as they see fit in each situation, so consequences may vary between incidents.

SABE has established a disciplinary policy in order to protect the learning opportunities and environment for all students and staff. The SABE Discipline Matrix is based upon the existing Rio Rancho Public Schools Elementary Discipline Matrix. By following this policy, students will allow each other to benefit from a positive learning environment. Thus, any student who acts contrary to this policy will be subject to the following disciplinary action, separated according to the minimum levels of consequences as outlined below.

Documentation is required for all incidents and will be provided to parents in both English and Spanish either by hand or in the mail. All serious incidents will be reported to the state through STARS.

The school plan for disciplinary action follows discipline guidelines described in the New Mexico Administrative Code 6.11.2. This code outlines punishable offenses, as well as reasonable punishments as seen fit by the State of New Mexico.

Level 1- Handled through the student's teacher up to the 3rd offense			
Behavior	1st Offense	2nd Offense	3rd Offense
Behavioral Disruption (Profanity, name calling, rudeness, disrespect, etc.)	1 Detention	2 Detentions Parent Notification	Parent Notification Behavior Contract ½ Day ISS
Bus Disruptions	1-2 Detentions	2-3 Detentions Parent Notification	½-2 Days ISS Parent Notification Behavior Contract
Dress Code Violation	Warning	Warning	Parent Notification

	Parent Contact Change to Acceptable Clothing	Parent Contact Change to Acceptable Clothing	½ Day ISS
Public Display of Affection	1 Detention	2 Detentions Parent Notification	½ Day ISS Parent Notification
Unexcused Tardy	Written Warning	Parent Contact	1 Detention per Unexcused Tardy

Level 2			
Behavior	1st Offense	2nd Offense	3rd Offense
Electronic Devices	Confiscate, student may retrieve at end of day	Parent Notification Confiscate, parent must pick up at the office	Parent Notification Confiscate until end of school year
Failure to Report	1 Detention Parent Notification	2 Detentions Parent Notification	1 Day ISS Parent Notification /S.R.O.
Cheating/plagiarism	Redo Assignment and Parent Notification	Loss of Assignment Credit 1 Detention Parent Notification Behavior Contract	Loss of Assignment Credit ½ Day ISS Parent Notification
Skiping class/Leaving campus	Behavior Contract 1-5 Detentions Parent Notification RRPD may be contacted	½ Day ISS Parent Notification RRPD may be contacted	1 Day ISS Parent Notification RRPD may be contacted

Inappropriate Touch	1 Detention Parent Notification Counseling may be recommended	2 Detentions Counseling Parent Notification Behavior Contract	1 Day OSS Parent Notification Review Behavior Contract
Play Fighting/Rough Housing	1 Detention	2 Detentions Parent Notification Behavior Contract	1 Day ISS Parent Notification Review Behavior Contract
Verbal Aggression/Provocation	1 Detention Parent Notification	2 Detentions Parent Notification	1 Day ISS Parent Notification /S.R.O.
Inappropriate use of technology	Written Warning Parent Notification	Loss of computer privileges for nine weeks Parent Notification	Loss of computer privileges for the semester Parent Notification Behavior Contract
Disrespect or defiance of authority	2-4 Detentions Parent Notification Behavior Contract	½ Day ISS, Parent Notification	1 Day ISS Parent Notification
Physical or aggressive contact toward a fellow student or staff member	1 Day ISS or 1 Day OSS Parent Notification, counseling, Behavior Contract	1-3 Day(s) OSS Parent Notification	3-5 Days OSS Parent Notification
Minor Theft (<\$300)	1 Detention Restitution of Stolen Item Parent Notification	1 Day ISS Restitution of Stolen Item Parent Notification	1-3 Days OSS Restitution of Stolen Item Parent Notification

	Behavior Contract		
Falsifying official document or communication	1 -2 Detentions, possible loss of credit, Parent Notification	2 -4 Detentions, possible loss of credit, Parent Notification Behavior contract	1 Day ISS Parent Notification RRPD may be contacted
Inappropriate materials (toys, explicit materials, etc)	Confiscate and student may pick-up at the end of the day	Parent Notification Confiscate and parent must pick up in the office Behavior Contract	Parent Notification Confiscate and hold until end of the school year
Out of assigned area	1-2 Detentions	2 or more Detentions Parent Notification	1 Day ISS Parent Notification
False Accusation, Minor	½ Day ISS Parent Notification	1 Day ISS Parent Notification Behavior Contract	1-3 Days ISS Parent Notification Review Behavior Contract

Additional Consequences for Level 1 and 2 Offenses			
Behavior	4 th Offense	5 th Offense	6 th Offense
Failure to comply with disciplinary consequences, and continued negative behavior	Twice the previous offenses Parent Notification Behavior Contract	1-3 Days ISS or OSS Parent Notification Behavior Contract Review	3-5 Days ISS or OSS Parent Notification Behavior Contract Review

Level 3- Major Offenses

Behavior	1 st Offense	2 nd Offense	3 rd Offense
Arson	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion		
Assault/Battery of a staff member or student	6-8 Days OSS Parent Notification Behavior Contract	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion	
Communicating intent to harm students or staff	1-3 Days OSS Parent Notification Behavior Contract	5 days OSS Parent Notification Behavior contract Review	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion
Bomb Threats/False Alarms/Explosives on campus	10 Days OSS Pending hearing Parent Notification Potential long-term suspension or expulsion		
Disrupting a school activity, on- or off- campus	Loss of next school activity Parent Notification	Loss of next two school activities 1-3 Days ISS Parent Notification	Loss of school activities for the remainder of the school year 1 Day OSS

			Parent Notification
Gang Related Activity	1 Day ISS Parent Notification	3 Days OSS Parent Notification Behavior Contract	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion
Habitual Disruption in or out of the classroom	3-5 Days OSS Parent Notification	6-9 Days OSS Parent Notification	10 Days OSS Pending hearing Parent Notification Potential long-term suspension or expulsion
Harassment (physical, racial, verbal, electronic, bullying, etc.)	1/2-2 Days ISS Parent Notification Counseling	1-3 Days OSS Parent Notification	1-3 Days OSS Parent Notification
False 911 call, Pulling fire alarm	1-3 Days OSS Parent Notification	4-10 Days OSS Possible Hearing Parent Notification	
Personal substance abuse, solicitation, or possession (includes alcohol, tobacco, drugs, look-alikes or any controlled substances including OTC and prescription drugs)	5 Days OSS Parent Notification Counseling or Referral to community substance abuse resource Behavior Contract	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion	
Selling or distribution of any and all controlled substances,	4-10 Days OSS pending hearing Parent Notification		

including OTC and prescription drugs	Potential long-term suspension or expulsion		
Sexual Harassment	1- 2 Days ISS Counseling Parent Notification	3-5 Days OSS Parent Notification	5-10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion
Sexual Misconduct	5-10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion		
Theft/Extortion	3 Days ISS Parent Notification Restitution Behavior Contract May contact RRPD	2-5 Days OSS Parent Notification Restitution	10 Days OSS pending hearing Parent Notification Restitution Potential long-term suspension or expulsion
Vandalism	1-5 Days OSS Loss of privileges and restitution Parent Notification	6-9 Days OSS Parent Notification Loss of privileges and restitution	10 Days OSS pending hearing Parent Notification Restitution and loss of privileges Potential long-term suspension or expulsion

Weapons (possession of any weapon or look-alike)	1-10 Days OSS, Hearing Parent Notification Potential long-term suspension or expulsion RRPD contacted		
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REDUCTION-IN-FORCE POLICY

I. PURPOSE

The purpose of this policy is to establish an orderly, non-discriminatory and equitable procedure to reduce the number of Sandoval Academy of Bilingual Education (“SABE”) employees in the event that SABE experiences insufficient or reduced revenues, and to preserve a sound balanced educational program that is consistent with the function and responsibilities of SABE’s charter.

II. DISCRETION

SABE’s head administrator (“Administrator”) shall exercise his/her discretion in accordance with this policy when determining that a reduction in force in personnel is necessary. The Administrator will base his/her decisions on the best available information, including consultation with his/her business manager and the school’s finance committee. His/her decision will be made in good faith and shall, under no circumstances, be implemented as a pretext for terminating or discharging employees contrary to law.

Unless otherwise required by law, the Administrator shall advise the [school]’s governing body as to any circumstances that may ultimately require a RIF, so that advanced notice to personnel can be given and so that options to avoid a RIF can be considered.

The Administrator shall not be required to prepare a RIF Plan as defined below, if a reduction can be accomplished through attrition (resignation, retirement, etc.) or by termination of a sufficient number of non-tenured staff.

III. DEFINITION

A reduction in force (“RIF”) is a procedure used when a school must abolish one or more positions, or reduce a full time position to a less than full time position. This may include eliminating full or part-time licensed or unlicensed contract or non-contract employees/positions.

IV. REASONS FOR REDUCTION IN FORCE

The nature and grounds for any RIF shall be determined by the Administrator. Examples of reasons for a RIF are:

A. *School reorganization.* This may occur when a charter program is ending, or when consolidating or reorganizing school programs;

B. *Decreased enrollment.* This may occur when there has been a decrease in the current year enrollment or because enrollment did not meet enrollment projections in the charter school or a specific program offered by the charter school.

C. *Financial exigencies.* This can result from a decline in school financial resources that compel a reduction in the school’s current (or projected) operational budget that necessitates a decrease of programs at their existing level or elimination of a program altogether, such as:

- decline in enrollment;
- loss of state, federal or local funding, grants, donations or other sources of school funding; and/or
- decrease of funding due to other directives from governing entities (courts, NMPED, Legislature, etc.)

V. TIMING

A RIF may occur any time during a fiscal year in accordance with this policy and procedures.

VI. REDUCTION IN FORCE PLAN

A. *Administrator’s Plan.* Before instituting a RIF, the Governing Body shall pass a resolution on whether a RIF is necessary, including the reasons therefor. The procedure for implementing the RIF shall be based on the Administrator’s RIF Plan (“Plan”), which shall be approved by the Governing Body prior to implementation. The Plan shall focus on the impact to educational programs and how it may be

modified to reduce costs, programs and personnel while still accomplishing the mission and educational program described in the school's charter. Where circumstances warrant (e.g. specific program funding), a Plan may address particular program content areas or activities of the case for the RIF predominately impacts that aspect of the educational program. The Administrator shall have the discretion to include information that he/she deemed significant when deciding to implement a RIF; however, the following topics must be explained:

1. Description of the cause or causes requiring a RIF;
2. Explanation of steps taken to avoid a RIF, if any (e.g. reduction by attrition, cuts in non-licensed staff, abolition of non-essential services, activities or extra-curricular programs, etc.)
3. A designation of the part or parts of the total educational program or particular program or activity in which the RIF is proposed;
4. The number of positions proposed to be reduced in each program or activity;
5. A designation of non-essential services or activities to be retained, with a justification for retaining the services or activities; and
6. A discussion of alternatives (if any) considered by the Administrator with an explanation for why such alternatives were rejected.

B. Governing Body's Consideration. SABE's Governing Body will consider the Administrator's Plan at a public meeting at which the Administrator shall present the proposed Plan and justification for a RIF. The Administration shall take reasonable steps to ensure that employees have advance notice of the public meeting at which the Plan will be presented. The discussion and action on whether a RIF is merited by financial circumstances and discussion and decision on the Plan will be in open session; however, the Governing Body is not restricted from holding portions of the discussions in closed session in accordance with New Mexico Open Meetings Act exception. The Governing Body may allow such review, consultation, and comment by employees and members of the public on the Plan and reasons for the RIF, as the Governing Body, in its discretion, deems appropriate.

The Governing Body may propose recommendations to the Plan to ensure that the Plan addresses the reasons for implementing a RIF. However, the final content of the Plan shall not be modified by the Governing Body regarding the method the Administrator determines is best for deciding which positions are eliminated or reduced.

If a mid-year RIF is proposed which would require the discharge of tenured certified staff, the Administrator and the Governing Body will jointly agree whether the projected financial burdens to SABE have or will create a situation wherein the school cannot survive financially for the fiscal year already underway unless a RIF is carried out.

C. Notice to Employees. The final Plan to implement the RIF will be made available to all staff, by providing copies thereof in SABE's office, within two (2) work days after the Plan has been approved by the Governing Body.

RIF PLAN CONTENTS AND PROCESSES

VII. CRITERIA, RANKING AND WEIGHT – LICENSED SCHOOL PERSONNEL

A. Criteria. The primary consideration in any RIF shall be maintenance of a sound and balanced educational program consistent with the functions and responsibilities of the school, including the duty to conduct its business within the confines of a balanced budget. The Administrator shall consider a variety of factors in determining which employees will be included in the RIF, including without limitation:

1. Licensure. If a position requires a license or certification, then the type of licenses or certification will be evaluated for purposes of assessing order of lay off. Substandard licensure is inferior to full licensure, and a person who is fully licensed to teach within the presently assigned content area will be retained in preference to a person holding a substandard license. Points will be assigned to various levels of licensure.

(a) A "teaching waiver" will be treated as "substandard licensure" and assigned zero (0) points.

(b) An "assignment waiver" working in the affected position, but possessing full licensing in another content area not affected by the RIF will be allocated five (5) points.

(c) Full license and teaching in the affected content area will be allocated ten (10) points.

(d) A "teaching endorsement" applicable to the qualifications for the individual's current assignment or content area in the affected position will receive an additional two (2) points up to a maximum of six (6) points.

(e) A "full license" in affected area will receive ten (10) points.

(f) Extracurricular Licensing/Experience/Assignment. No employee may receive points on the rating sheet for extracurricular, athletic or co-curricular assignments, unless the licenses are directly relevant to the affected program. If relevant to the affected position, the employee will receive two (2) points up to a maximum of (6). The Administrator, however, shall identify any extracurricular, athletic and co-curricular programs or activities for which an employee may receive credit in the Plan and has the discretion to assign this category of licensure a different weight than (a) through (f).

2. Years of Experience. Each licensed individual considered for termination or discharge will be awarded one (1) point for each year of full-time service during the most recent period of uninterrupted service at SABE, prior to the current year, excluding approved extended leaves of absence, up to a maximum of the total number of years SABE has existed.

3. Education. Credit for education will be determined based on degree, additional hours, and whether the degree or additional hours are applicable to the affected program:

DEGREE	APPLICABLE	NOT APPLICABLE
• B.A.	1 point	½ point
• B.A. + 15	2 points	1 point
• B.A. + 45 or M.A.	4 points	2 points
• M.A. + 15	6 points	3 points
• M.A. + 45 and higher	8 points	4 points
• Ed.D. and Ph.D.	10 points	5 points

4. Performance. The Administrator shall rate the relative performance of each person considered for discharge using evaluation criteria based on SABE's approved performance evaluation process. The Administrator may include additional competencies that reflect, in his or her judgment, attributes necessary for success in the particular program(s) affected by a RIF. The rating form will include standard and specific competency areas, will specify the score for each performance category or attribute, and will allow for a maximum score of twenty (20) points. The Administrator may consult with any individual with supervisory responsibilities, if any, over the affected individual when completing the performance evaluation. The Administrator will consider no more than three (3) prior year evaluations received by the individual at SABE. The Administrator may devise such other measures as deemed necessary to address situations where implementation of the performance rating cannot occur in the normal manner, so long as such measures are rationally designed to award points to licensed personnel based on the employee's performance.

5. Tenure. Where cumulative scores on the rating sheet are equal between two or more licensed school instructors being considered for termination or discharge, tenured licensed school instructors will be retained in preference to licensed school instructors who have been employed by SABE for less than three consecutive school years of service.

6. Other Criteria. The Administrator may add any other criteria that he or she deems relevant to assessing the necessary qualifications, including but not limited to highly qualified status, technical skills, areas of training for which endorsements or licensure are not awarded, transferability of job skills/versatility, personal strength and teamwork.

7. Weight. The Administrator may determine whether any or all of the criteria should be assigned a different weight and shall describe such weighting criteria and rationale for the different weight allocation in the Plan.

B. Selection Based on Scores. The Administrator will total the points allocated based on the criteria specified above. The person with the lowest score will be the person who is released by termination or discharge unless such action would have a serious and detrimental effect on the total educational program. In such event, the Administrator may select a higher scoring person for termination or discharge but will prepare a written justification for such action in the best interests of the school, along with the rating sheets for such positions. The computations of the Administrator, plus the rating forms on the persons considered for release, will be available for review by the person(s) released.

C. Transfer/Reassignment. If a position is available at SABE and the person released from the affected program qualifies, he/she may be assigned to that position if:

1. Existing Vacancy. If, upon the effective date of the termination or discharge due to a RIF, there is an existing vacancy in another program for which the affected person is licensed and qualified, he or she will be transferred or reassigned to that vacant position. There will be no obligation to create a vacancy to accommodate such person.

2. No Existing Vacancy. Where the affected person is licensed and qualified for another program or programs at SABE, but all such positions are currently filled, the selection criteria described above, subject to the modifications described below, will be applied to determine whether the affected person may be transferred or reassigned to another program and another person, currently employed in the other program, may be released.

(a) If the affected person is fully licensed for a position in another program or an administrative position but has not actually taught in such program or held such an administrative position during any part of the preceding five (5) school years, such person will not be considered qualified for transfer or reassignment to the other position.

(b) If the affected person is fully licensed for a position in another program or administrative position, and has current experience in the responsibilities of that position, the Administrator will determine in his/her best judgment whether removing the incumbent and replacing him/her with the affected person is in the best interest of the school program.

D. Due Process. A licensed instructor or administrator discharged or a tenured teacher terminated pursuant to this policy will be entitled to the procedural rights provided pursuant to the New Mexico School Personnel Act, applicable regulations and the school's policies. The written decision of the Governing Body, to the extent required by statute and regulation, will clearly specify that the termination or discharge resulted from a RIF and not from any cause personal to the person released.

E. Appeal. Appeals to an independent arbitrator from termination or discharge pursuant to this policy are governed by the provisions of NMSA 1978, §22-10A-25, NMSA 1978 §22-10A-28, respectively, and any applicable regulations of the New Mexico Public Education Department.

VIII. CRITERIA, RANKING AND WEIGHT – NON-LICENSED SCHOOL PERSONNEL

A. Criteria. The primary consideration in any RIF shall be maintenance of a sound and balanced educational program consistent with the functions and responsibilities of the school, including the duty to conduct its business within the confines of a balanced budget. The ranking and weighing process described herein is not required, however, if one or more non-licensed positions must be eliminated for the reasons stated in the Administrator's Plan. If the employee whose position has been eliminated has worked for the School for longer than one school year, he/she will be offered any vacant position for which he/she is qualified at the salary budgeted for the position. If two or more employees' positions are eliminated but there is a vacant position for which two or more employees are qualified, the employee

will be evaluated based on the criteria herein to decide which employee will be offered the vacant position.

1. Specialized Qualifications. Specialized training, certification or licensing directly related to the job duties of the affected position (e.g. electrician's license; computer certifications) may be allocated up to five (5) points.

2. Relevant Skills and Experience. Skills and/or experience directly related to the ongoing operations and administration of the school's program(s) (e.g. computer skills, student information management, etc.), may be allocated up to five (5) points. The Administrator shall enumerate the specific skills and experiences that are relevant to the school's programs in the Plan.

3. Performance. The Administrator considers and rates the relative performance of such person in the positions to be eliminated on a rating form to be prepared by the Administrator if evaluation forms are not available. Performance may allocate up to (20) points. If the Administrator is not the affected staff member's immediate supervisor, the Administrator may assign the performance rating process to the supervisor and/or consult with such individual(s) who are most familiar with the affected staff member's performance.

4. Length of Service. Affected staff member(s) will be awarded one (1) point for each complete school year of full-time service during the most recent period of uninterrupted service with SABE up to a maximum number of points equal to the number of years the charter school has been in operation. Periods of extended leave of absence without pay will not be included, unless contrary to law. Where cumulative scores are equal, the individual who has served longest at the charter school will be retained.

5. Other Criteria. The Administrator may add any other criteria that he or she deems relevant to assessing the necessary qualifications such as, technical skills, areas of training for which endorsements or licensure are not awarded, transferability of job skills/versatility, personal strength and teamwork.

6. Weight. The Administrator may determine whether any or all of the criteria should be assigned a different weight and shall describe such weighting criteria and rationale for the different weight allocation in the Plan.

B. *Selection Based on Scores*. The Principal will total the points for the criteria selected. The person with the lowest score will be the person who is released. The computations of the Administrator, plus the rating forms on the persons considered for release, will be available for review by the person released. The person with the lowest score will be the person who is released by termination unless such action would have a serious and detrimental effect on the total educational program. In such event, the Administrator may select a higher scoring person for termination or discharge but will prepare a written justification for such action in the best interests of the school, along with the rating sheets for such positions. The computations of the Administrator, plus the rating forms on the persons considered for release, will be available for review by the person released.

C. *Termination*. Each staff member terminated pursuant to this policy will be entitled to the procedural rights provided pursuant to the New Mexico School Personnel Act, applicable regulations and the school's policies. The written decision of the Governing Body, to the extent required by statute and regulation, will clearly specify that the termination or discharge resulted from a RIF and not from any cause personal to the person released.

D. *Appeal*. Appeals to an independent arbitrator from termination or discharge pursuant to this policy are governed by the provisions of NMSA 1978, § 22-10A-25 and any applicable regulations of the New Mexico Public Education Department.

IX. PROVISIONS APPLICABLE TO ALL EMPLOYEES AFFECTED BY RIF

A. *Recall of Released Employees*. For a period of one year after the effective date of the discharge or termination of any employee pursuant to this policy, the Administrator will offer to such person any position(s) which becomes available for which such person is licensed and/or qualified, provided that such person has complied with the following requirements:

1. Interest in being recalled. If an opening occurs, the terminated employee must file with the Administrator, within thirty (30) days after the effective date of the discharge or termination, a written statement indicating a desire to be considered for recall and providing an address at which the person may be contacted. The employee shall be responsible for keeping his/her contact information current.

2. Competing applicants. If more than one person who was discharged or terminated within the calendar year prior to recall is qualified for the position by experience, training, and/or licensure to which a person will be recalled, the selection criteria of this policy will be applied to determine which person is to be recalled. The points accrued for "Service at SABE" and "Performance," if any, will be the same as when the persons were discharged or terminated. Additional points for qualified education earned after the discharge or termination which is directly related to SABE educational program will be credited and considered.

3. Response to Offer of Recall. Any person selected for recall hereunder will receive written notification of the recall, by certified mail, at the address provided. The recalled person must accept the position offered in writing within fifteen (15) calendar days from the date of mailing the notice to the person. Rejection of the offer, in writing or by failure to timely respond, will result in forfeiture by the recalled person of any further recall rights under this policy. Thereafter, an offer of recall will be made to the next person qualified to be recalled, or if there is none, the position will be filled by another qualified applicant.

4. Restoration of leave upon rehire. Any person recalled pursuant to this policy will have all accrued but unused sick leave restored and will be given credit for all years of actual service at SABE for salary purposes. However, whether the employee is restored to his/her prior salary or level of benefits is at the discretion of the Administrator consistent with the school's budget and current school policies.

5. Expiration of rights to recall. After the one-year recall period has expired, any person discharged or terminated under this policy will no longer have any right to be recalled. Such persons who wish to be reemployed thereafter will file applications for employment and will be treated as would any other applicant for a vacant position.

B. *Modification of this Policy.* The Governing Body may amend this policy from time to time at its sole discretion. Any modification to the policy shall be effective immediately.

C. *Mandated Reductions in Force.* If legislation is passed which requires SABE to reduce licensed school personnel, for any reason and such legislation alters the policy and procedures described herein, SABE will follow the legislative procedures, in lieu of this policy.

Countervailing valid orders of the Secretary of the New Mexico Public Education Department will override this policy. Unless a different procedure is mandated by law, the termination or discharge of school employees shall be in compliance with the New Mexico School Personnel Act, NMSA 1978 §§22-10A-1, *et seq.* as amended.

NEED TO ADD PARENTAL ACCESS FROM KELLY

DRAFT



SABE

Sandoval Academy of Bilingual Education

PARENT AND STUDENT HANDBOOK

2022-2023

Jackie Rodriguez, Executive Director/Principal

**4321 Fulcrum Way NE, Suite A
Rio Rancho, NM 87144**

**Phone: 505.771.0555
Fax: 505.771.9071**

Governing Board Approved: _____

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PURPOSE

MISSION

Our mission at SABE is to enable students to maintain their native language, reconnect with their heritage language, or discover a new enriching language. Students will attain Spanish and English fluency and literacy through two-way immersion, which will expand their worldview and educational and career opportunities.

NEW MEXICO PUBLIC EDUCATION COMMISSION

CHARTER CONTRACT MATERIAL TERMS

Comprehensive Educational Program of the School

To achieve language acquisition through dual language immersion, the School will provide content instruction in both Spanish and English through a 50:50 dual language immersion model (Spanish-English) to all students in Kindergarten through eighth grade.

In addition to core instructional areas, SABE commits to provide art, music and physical education for its students.

All classroom teachers providing instruction in Spanish will hold a bilingual endorsement. In addition, SABE will receive training in best practices and research in dual language teaching and learning.

LEARNING: SABE PHILOSOPHY AND APPROACH

PHILOSOPHY

SABE (SABE) is the first and only K-8 dual-language charter school in the city of Rio Rancho. Our distinctive curriculum facilitates the acquisition of Spanish and English academic language proficiency through immersion, along with core content instruction in the students' native and target languages.

We strive to better our students through educational experiences both in and out of the classroom. Jackie Rodriguez, Principal/Executive Director aims to create a haven where students feel safe to tackle their fears and accomplish all of their goals. We offer a variety of services designed to help students be the best version of themselves, while having a fun along the way.

SABE follows three common standards of Personal Behavior:

Show Respect, Make Good Decisions, & Solve Your Problems

Teachers develop more specific rules in their classrooms, but collectively we use this common vocabulary to support and help students develop intrinsic proper student behaviors.

Learning is energetic and active

All students participate in the traditional core academic subjects, as well as physical education, arts education, and social/interpersonal education. In grades K-5, most of these subjects will be integrated into a thematic unit. In grades 6-8, the subject areas will be distinct.

The pace of a SABE day is brisk and varied. Dynamic strategies will be used to keep every child involved and able to understand in his/her second language. Students will be expected to participate fully during the entire school day.

Learning is reflective and focuses on process as well as product.

SABE has a focus on inquiry; students are expected to ask, research and answer important questions. They will also be asked to reflect on their own learning and their own behavior. Because the process of working and learning together is a priority, student attendance is especially important. It will be hard for students to make up for missed class time by completing extra assignments.

Learning promotes the importance of working in a team, and the sense of belonging that comes from being accountable to the group.

Cooperative learning groups are features of all SABE classrooms. Students will not receive group grades for academic content, but they will be evaluated on their ability to work well in groups. Research tells us this is one of the most important skills for success in the workplace.

Learners are respected at SABE.

We do not expect that students will know everything – only that they are willing to do their best to learn. We put equal value on their ability to answer questions and their ability to ask good questions.

Everyone in the SABE community is expected to show respect. Staff will use respectful language to other adults and to students, and they will expect that students will speak and behave respectfully to one another at all times. Respectful behavior is also expected of family members.

Instructional time is a priority at SABE.

Our school revolves around what happens in the classroom. This means that we put a priority on time to teach and learn. Interruptions will be kept to a minimum. The administration will try not to pull teachers out during the school day for professional development or other reasons. We ask parents to respect instructional time by making an appointment if they need to speak to a teacher. A parent, who needs to speak to a teacher briefly, or urgently, is asked to do so before or after school whenever possible, rather than interrupting instruction.

We expect students to respect instructional time in the following ways:

- Having excellent attendance
- Arriving at school on time and ready to learn
- Staying for the entire school day
- Minimizing classroom interruptions
- Participating in all learning activities

Special needs

SABE, as a state public school, is responsible for following the Individualized Educational Plans of students in special education. Certified special education teachers will be responsible for coordinating the implementation of student IEPs, including meeting the time obligations as written in the IEP, modifying instruction to meet students' capabilities, and communicating with parents and regular education teachers as needed. Other required therapies and interventions specified by the IEP may be met by contracted staff. Special education is a legally federally mandated education program that allows students with exceptional needs equal access to the least restrictive educational environment. The philosophy of SABE regarding students with special needs is that students should be included in all classroom learning activities to the extent that such participation is beneficial for them and others. The multi-level classrooms of SABE are designed to be places that welcome a range of students with diverse strengths and needs.

TEACHING: SABE PHILOSOPHY AND APPROACH

Teaching is reflective and focuses on process as well as product.

SABE implements an inquiry approach to learning. Inquiry is the asking and answering of important questions. The role of the teacher in an inquiry classroom is to act more as facilitator than expert. The teacher learns to ask the students questions, instead of handing them answers. This makes the students focus their learning and work to find out the answers for themselves.

Grade level teacher teams meet in weekly professional learning collaboration to plan together and reflect upon their instruction. What do the students need to learn? How do we know if they learned it? How do we respond when they have already learned it? And how do we respond when they have not learned it? These are some of the questions that will be asked over and over.

In the classroom, teachers expect students to work together productively. They do not just assume that students can do this; they teach them how and review these skills again and again. Students are expected to solve problems in their groups. Group configurations change over the course of the year, but it is not common practice to move students from one group to another in the middle of a curriculum unit.

INSTRUCTIONAL PROGRAM

ASSESSMENT

As a public school, SABE is required to comply with all New Mexico Public Education Department mandated testing, testing procedures and expectations of state funded schools. This includes Istation and Istation Español testing for all students in kindergarten through second grade. State assessments in reading, math, and science of students in third through eighth grade. Other state testing is the ACCESS for English Language Learners and the AVANT STAMP Spanish proficiency assessment.

Additionally, SABE assesses students to comply with our Public Education Commission charter commitments using our Biliteracy Trajectory Tool (BTT) which measure each child's language performance growth in both Spanish and English-to meet our school mission. We utilize NWEA testing in math, reading and Spanish, as well as teacher created assessments and curriculum assessments to support student learning and determine student needs in all academic areas.

FIELD TRIPS

Field trips are tied in with curriculum and units of study and have an educational purpose. Parents must sign permission forms for their children to be able to go on field trips. Parents will sign a "walking field trip permission form" at the beginning of the school year that covers all walking trips. Any field trip requiring another form of transportation will require its own signed permission form. Parents are welcome on field trips, as long as the parent coordinates with the teacher ahead of time and comes ready to help and support the teacher.

INTERNET ACCEPTABLE USE POLICY

Internet access is available to students and staff of SABE. Along with access to online libraries, computers, and people all around the world comes availability of material that may not be considered of education about your school setting. Precautions have been taken to restrict access to controversial materials by teaching students are responsible use of installing software that is available to block access to inappropriate materials

Internet access involves:

- Electronic email
- Online Library access
- Access to local area and wide area networks
- Access to the World Wide Web
- Online assessments

The purpose of providing Internet access is to support curriculum objectives which include core curriculum subject areas, library and information literacy skills, technology literacy skills, and community collaboration and interaction. Student use of the Internet will be limited to achievement of those objectives and the educational objectives of SABE. The use of the School's Internet access is a privilege and not a right. Inappropriate use of these privileges by students and/or staff will result in a cancellation of those privileges.

SABE also has a technology device available for each child at SABE. Teachers use technology regularly as part of their curriculum and ways to enhance student learning. Teachers follow strict guidelines to protect themselves and students. Your child and you will sign a device use contract at the beginning of the year agreeing to care for the devices while using them at school or at home if it is necessary or required. Also,

should a device be required and necessary to complete work from home, students are able to use a device from SABE.

When enrolling or re-enrolling your child to attend SABE, you completed the Appropriate Use Form. Should your child report anything that violates their online safety, please notify administration immediately.

LANGUAGE LEARNING

Dual Language Philosophy

SABE is a dual language school. Dual language may also be known as bilingual immersion. It means the teaching of academic subjects in two different languages, which hold equal status at the school. The languages of SABE are English and Spanish.

Although SABE recognizes the primary importance of competence in English for residents of the United States, it will work through its curriculum and atmosphere to teach all students that no language is by its nature superior to others. Our school offers instruction in only two languages, but it will guide its students to appreciate the number and variety of languages throughout the world.

The Center for Applied Linguistics, a research organization in Washington, D.C, states on its website: *Well-implemented two-way immersion programs are among the most impressive forms of education available in the United States. Students who participate in these programs gain grade level academic ability, well-developed language and literacy skills in two languages, and cross-cultural competence.* (www.cal.org/twi, accessed June 22, 2008)

Dual Language Program Model

The SABE elementary school will follow a 50:50 dual immersion program model where Spanish and English instruction is provided for 50% of each child's day.

In the immersion model, only one language is spoken at a time; there is no translation or switching back and forth. At SABE, this means that part of the day will be designated as Spanish time, and part will be English time. The students and teachers are clear about English and Spanish time and make a clean transition from one to the other. A visitor to the classroom will immediately know what language is being spoken at that time. The language of instruction at a given time is called the "target language."

Separation of languages is important because it creates a need for students to understand in their second language. If they know they will not receive a translation from the teacher, they have to listen harder and figure out what is going on. They have to tune in. Their comprehension develops quickly.

Students at first may resist being immersed in a language they do not know and some frustration. Their resistance can take the form of ignoring the teacher, saying that "I don't SPEAK" Spanish, or telling their parents that they don't like school or don't like their teacher. All this is normal and will pass with time. In this situation it is important for parents to sympathize with the children's discomfort but reassure them that they CAN learn another language. After several weeks, possibly as many as eight or ten, the problem usually resolves itself.

Visitors to the classrooms are asked to participate in the language immersion to the best of their ability. If they speak only a little of the target language, it is still great for them to try it. If they must speak in another language, we ask that they lower their voice and speak to the teacher only, or their own child only, rather

than addressing the class. Language mixture causes language confusion, and especially if the language of interruption is English, this can lead to the impression that Spanish is not equally important.

REPORT CARDS

Report cards at SABE are based on the curriculum standards set forth by the New Mexico Public Education Department for each grade level and will be given at the end of each trimester. These reports indicate a student's level of proficiency in each subject area in both English and Spanish.

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HEALTH & SAFETY

A healthy and safe school environment is vital to academic achievement and includes both the physical and aesthetic surroundings of the school and the creation of a climate and culture before, during, and after school that promotes personal growth, healthy interpersonal relationships, and respect for all members of the school community.

Health Education is the instructional program that provides the opportunity to motivate and assist all students to maintain and improve their health, prevent disease, and reduce health related risk behaviors. It allows students to develop and demonstrate increasingly sophisticated health related knowledge, attitudes, skills, and practices. It meets the NM content standards with benchmarks and performance standards as set forth in 6.30.2.19 NMAC.

SAFETY DRILLS

State law requires that schools regularly practice safety drills with students in order to ensure that everyone is prepared in the event that an actual emergency situation should occur.

Definitions:

Shelter in Place: A “Shelter in Place” may be called when there is a potential danger outside of our school building (like a chemical spill or gas leak in the area). Activities within the building will continue as normal, but no one will be allowed in or out of the building until we are given authorization.

Lockdown: A “Lockdown” may be called for when there is imminent danger either inside or outside the school building. A lockdown means every student and faculty member should be in their classroom with blinds closed and windows and doors secure.

Fire or Bomb Threats: In the event of a fire or bomb threat, the school will be evacuated.

Active Shooter: Staff are provided with information regarding what actions to take in the event that an active shooter or threat of an active shooter on campus is present.

During drills and especially during actual emergency situations, it is important that parents cooperate fully with instructions given by SABE staff. The safety of all students is our number one concern. Please remind your child that cell phones **must not** be used during drills or actual emergencies as misinformation can cause unnecessary panic. SABE utilizes an automated calling/texting system to send instant messages to parents in the event of an emergency.

SAFETY PLAN

The SABE School Safety Plan exists to ensure that all staff are provided with information and training on how to deal with any emergency situations. The Safety Plan will be reviewed annually with staff and will be updated with recommendations from the SABE Safety Committee. The Safety Plan is not a published document but is a document that staff is very familiar with. If you have interest in serving on this committee, please inform administration.

STUDENT HEALTH & WELLNESS

****COVID specific policies and expectations will be shared in our SABE COVID Plan****

SABE contracts with a nurse on a part time basis to assist with verifying immunization records, conducting hearing and vision screenings, coordinating with other agencies in referring pupils who need follow-up care and writing of health care plans for students with special health issues. Any students requiring medical support, including medication administration, must have a school health plan on file.

We have a licensed health assistant that assists with the daily care of students for minor cuts, bumps, and bruises. Parents are always consulted with should it be anything of concern. The School Nurse and Health Assistant are NOT at the school for making any health diagnoses!

Medications

- A physician's order is required on all prescription medications and forms are available at your doctor's office. If a medication order form is not available an order will be accepted written on the doctor's prescription pad or stationery. The order must include:
 - Name of student and date of birth
 - Name of medication
 - Dosage of medication
 - Time of administration
 - Physicians signature
- The parent must sign a medication authorization form giving permission for the student to take the medication while at school before the student will be allowed to do so.
- All medication must be in a prescription labeled container that matches the physician's written order. At no time will a student be allowed to carry a medication classified as a controlled substance.
- Parents who wish to have their student take an over the counter medication while at school must sign an authorization form. The medication must be in the original bottle or packaging. If this medication is taken for more than five consecutive school days, a physician's authorization must be obtained.
- The Health Assistant, office manager and teacher should be notified of all students taking ANY medication at school, INCLUDING INHALERS!
- A physician's order for medication administration and religious conscientious objection for immunizations MUST BE RENEWED each school year.
- Whenever possible medication should be given at home.
- Medication is provided for students to self-administer in the office under supervision of our health assistant or office manager.

Medical Cannabis

I WILL GET THE VERBIAGE FROM KELLY

Student Diabetes Management

I WILL GET THE VERBIAGE FROM KELLY

Student Illness/Injury at School

- Parents will be contacted immediately when a child needs to be sent home due to illness or injury.
- WORK AND HOME TELEPHONE NUMBERS MUST BE CURRENT, SO CONTACT CAN BE READILY MADE!
- An emergency number MUST also be provided. This may be a neighbor, friend, relative, etc.
- Students who are ill WILL NOT be permitted to walk home.

- If a student needs emergency care and a parent or guardian cannot be reached, the child will be transported to a hospital for medical attention. (Parents should know that hospitals will not administer medical treatment or medication without parental consent, unless the injury is life threatening).
- Each student must have on file an Emergency Health Form. This form is provided upon enrollment.

Health Assistant

The Health Assistant deals with health-related matters including verifying immunization records, assisting the nurse in vision and hearing testing, and referrals on special health problems. The Health Assistant is NOT a Registered Nurse!

Teachers and the health assistant are continually alert to signs of illness and parents are notified when these signs occur in school. Parents are encouraged to keep children home when they show signs of beginning illnesses. During periods of winter weather, unless there is a possibility of their getting wet, children will be encouraged to go outside during their recess time. For this reason, it is helpful if the children come to school properly dressed.

Immunizations

In accordance with New Mexico State Law, the school must have a current immunization record on file, see the next page.

It is a violation of New Mexico's compulsory school immunization law (section 15-5-3, NMSA, 1978 Comp.) for a student to enroll who is not:

1. Appropriately immunized or;
2. In the process of receiving needed immunizations; or
3. Properly exempted to school immunizations. Transfer students are no longer allowed a six (6) week conditional enrollment period to provide proof of immunizations; they are subject to the same limitations on enrollment as other students.

Medical exemptions to school immunizations are only acceptable from licensed medical doctors of osteopathy. The written statement from the duly licensed physician must state that the physical condition of the child is such that immunization would seriously endanger the life or health of the child. Medical exemptions must be kept in the child's school/health file.

Religious exemptions to school immunization are only acceptable if the parent/guardian completes a CERTIFICATE OF RELIGIOUS/CONSCIENTIOUS OBJECTION TO IMMUNIZATION and submits the notarized certificate to the Immunization Program for approval. All certificates are kept by the Immunization Program, and a letter of approval of disapproval is sent to the parent/guardian who has the responsibility of forwarding a copy to the child's school.

Note: Exemptions, both medical and religious, are for a period not to exceed nine (9) months and do not extend beyond the school year in which they are submitted/approved.

New Mexico Childcare/Pre-School/School Entry Immunization Requirements: 2022-23 school year

New Mexico School Nurses are granted Public Health authority by the NM Secretary of Health for collecting and submitting immunization information

MEXICO DEPARTMENT OF HEALTH

Vaccine	Minimum # of vaccine doses by childcare and pre-school age levels							Vaccine doses by school grade level												Notes	
	By 4 Mo.	By 6 Mo.	By 12 Mo.	By 15 Mo.	16-47 Mo.	48-59 Mo.	≥ 60 Mo.	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th		12 th
Diphtheria/Tetanus/ Pertussis (DTaP/DT/Td)*	1	2	3	3	3	4	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	5 (4)	One dose required on/after 4 th birthday. Four doses are sufficient if last dose given on/after 4th birthday , with at least 6 months between the last two doses. Five doses are preferred for optimal protection.
Tetanus/Diphtheria/ Pertussis (Tdap)															1	1	1	1	1	1	One dose Tdap required for entry into 7 th - 12 th grade.
Polio (IPV)* (OPV)	1	2	2	2	3	4 (3)	4(3)	4	4	4	4	4	4	4	4	4	4	4	4	4	Students in K- 11th grades final dose required on or after 4 th birthday. Three doses sufficient if CDC's catch-up schedule used AND last dose was given on/after 4 th birthday with at least 6 months between the last two doses.
Measles/Mumps/ Rubella (MMR)				1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Min. age for valid 1 st dose is 12 months. Live vaccines (MMR, Varicella) must be given on the same day; if not, they must be administered a min. of 28 days apart.
Haemophilus Influenzae type B (Hib)	1	2	2	2	3/2/1	3/2/1	3/2/1														
Hepatitis B (HepB)	1	2	3	3	3	3	3	3	3	3	3	3	3	3 (2)	3 (2)	3 (2)	3 (2)	3 (2)	3 (2)	3 (2)	Two doses adult Recombivax HB is also valid if administered at ages 11-15 years and if dose 2 received no sooner than 16 weeks after dose 1.
Pneumococcal (PCV)*	2	3	3	4/3/ 2/1	4/3/2 /1	4/3/2 /1	4/3/2/ 1/0														
Varicella (VAR)				1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	Min. age for 1 st dose is 12 mos. Dose 2 should ideally be given at age≥ 4, see note below . Live vaccines (MMR, Varicella) must be given on the same day; if not, they must be administered a minimum of 28 days apart.
Hepatitis A (HepA)				1	1	2	2	2	2	2											Hep A Vaccine is recommended for catch up in grades 2-12 .
Meningococcal Men ACWY															1	1	1	1			1 dose required for 7 th - 10th grade entry. Booster dose recommended at age 16-18. Men ACWY strongly recommended for catch up for grades 11-12 .

Diphtheria/Tetanus/Pertussis: If child (4 months-6 years) is behind schedule, follow the CDC's catch-up schedule.

Tetanus/Diphtheria/Pertussis: 7th-12th graders require proof of 1 dose of Tdap regardless of when the last Td-containing vaccine was given.

Catch-up: Children 7-18 years who are not fully immunized with the childhood DTaP series should be vaccinated according to the CDC's catch-up schedule, with Tdap as the 1st dose followed by Td if needed. A 3-dose series is sufficient if initiated after age 7, in which one dose must be Tdap, followed by 2 doses of Td. Children age 7-10 who receive 1 dose Tdap as part of the catch-up series require 1 additional dose at 11-12 for 7th grade entry.

Polio: A minimum of 4 weeks between doses required with 6 months between last two doses. ^{*}OPV: Only trivalent OPV counts as valid. Monovalent or bivalent OPV are not valid. All doses given after 4/1/16 are assumed to be mono or bivalent.

MMR: Required 2nd dose should be given on/after 4th birthday. However, dose 2 may be given earlier with at least 4 weeks between dose 1 and 2.

Hib: If series started <12 months, 3 doses req'd with at least 1 dose on/after 1st Bday. Two doses req'd if dose 1 was given at 12-14 months. One dose of Hib given between 16-59 months is sufficient. Not recommended ≥60 months.

Hep B: Dose 2 a minimum of 4 weeks after dose 1; dose 3 at least 16 weeks after dose 1 and at least 8 weeks after dose 2. Infants currently receiving primary series, final dose should be administered no earlier than age 24 weeks.

PCV: Administer a series of PCV13 vaccine at ages 2, 4, 6 months with a booster at age 12-15 months. Catch-up: Administer one dose of PCV13 to all healthy children 12-59 months who are not completely vaccinated for their age; children >60 months, no doses required.

Varicella: For children aged 12 months-12 years, the minimum interval between the two doses is 3 months. However, if dose 2 was administered ≥28 days after dose 1, dose 2 is considered valid and need not be repeated. For children ≥13 years, the recommended minimum interval is 4 wks. **Required for proof of varicella immunity:**

- For K - 7th graders: Receipt of vaccine; titer or laboratory confirmed diagnosis is required as proof of prior disease.
- For 8th - 12th graders: Receipt of vaccine, written proof of immunity by a physician/health care provider or laboratory titer is required.
- For all newly diagnosed varicella cases: Laboratory confirmation of disease is required.

Hep A: One dose required by 15 months; 2 doses required at 48 mos. with at least 6 months between doses.

Recommended # doses for adult students 19+ in secondary school	
Vaccine	doses
Tetanus/Diphtheria/Pertussis (Tdap)	1
Measles/Mumps/Rubella (MMR)	2
Varicella (VAR)	2

Resources	
CDC Immunization Schedule has detailed footnotes and catch-up schedule	
NM Immunization Protocol https://nmhealth.org/publication/view/regulation/531/	
NMSIIS https://nmsiis.health.state.nm.us	
NM School Health Manual http://www.nmschoolhealthmanual.org	

^{*}Minimum age 6 wks. Age-appropriate flu & COVID vaccines are recommended for all. Changes from last year's requirements are highlighted for ease of use.

Note: Any vaccine administered ≤4 days prior to minimum interval or age is valid. All students enrolled in designated grades are expected to meet requirements.

Updated February 9, 2022

Pediculosis (Head Lice) Policy

SABE is committed to maximizing students' academic performance and physical wellbeing in a healthy and safe environment. The school recognizes that head lice infestations do not pose a health hazard, are not a sign of un-cleanliness, and are not responsible for the spread of any disease. Misinformation about head lice causes anxiety for parents and school staff. The School Principal/Executive Director, school nurse and/or health assistant will make every effort to assist parents with the treatment of infected students in order to ensure continued to access their education.

Procedure: To better manage and to limit the spread of head lice infestations, school employees shall report all suspected cases of head lice to the school nurse and/or health assistant. The following procedures will be initiated:

- Call the student to the health assistant's office.
- School Health Assistant will (in complete privacy), check the student's hair for live lice or viable nits.
- After an examination the student will be sent back to class whether or not child shows any evidence of head lice. Students will not be sent home early.
- If live lice or viable nits are found, the parent will be notified and receive a Lice Information Letter that is to be sent home with the child. Information regarding treatments will be provided.
- If live lice or viable nits are found, the Health Assistant may assess other appropriate household members who attend our school as soon as possible. This includes siblings or other students at the school who are living in the house. Parents will be instructed to check other members of the household that are not at our school.
- Assessment of other students at the school may be conducted as determined by the school nurse and/or health assistant.
- For resistant/persistent cases of pediculosis, Public Health resource information will be provided.

OPERATIONS

STUDENT ADMISSIONS / LOTTERY POLICY

I. Free Public Charter School

SABE is a public charter school funded by the state of New Mexico. It does not charge tuition or have admission requirements.

II. Instructional Program

SABE is a dual language school with high-level instruction in both Spanish and English. At SABE, 50% of the instructional day is presented in Spanish while the second 50% of the day is entirely in Spanish.

III. Admissions Rule for Staff Children & Siblings of Current Students

New Mexico statute §22-8B-4.1 NMSA 1978; §22-1-4 NMSA 1978 describes the enrollment procedures for admitting students to charter schools in their second year and beyond as being able to give preference to:

- (1) students who have been admitted to the charter school through an appropriate admission process and remain in attendance through subsequent grades; and
- (2) children of employees of SABE
- (3) siblings of students already admitted to or attending the same charter school.

Our school gives priority to SABE employees' children and siblings of current students ahead of number one in the lottery in each grade. However, like all prospective students, the application must be received by the same deadline.

Verification of sibling relationships is required. A sibling is defined as a brother or sister living in the same household who has one or both parents in common, a half or step-sibling, or a foster child or child under legal guardianship of parent(s) of a student who is currently attending SABE. A birth certificate or documentation of legal guardianship must show the relationship between the student and parent/guardian. Additionally, military families relocating to military installations in New Mexico pursuant to official military orders may submit their student's name for the lottery and, if selected, enroll their student in SABE, prior to actual physical presence in the state. SABE shall accept electronic enrollment applications from military families relocating to New Mexico pursuant to official military orders and shall provide such families requesting information with information regarding the school's program, materials regarding academic courses, electives, sports, and other relevant information regarding the school. A student's parent:

- (1) shall provide proof of residence in the state within forty-five days after the published arrival date provided on official military documentation; and
- (2) may use any of the following addresses related to the family's military move:
 - (a) a temporary on-base billeting facility;
 - (b) off-base military housing; or
 - (c) a purchased or leased residence.

IV. Procedures:

Applications Available: 8:30a.m on the Second Monday of March
Application Deadline: 4:00p.m on the Last Friday of April
Lottery Drawing: 4:00p.m on the Second Thursday of May

Enrollment Applications for returning, sibling students, staff students and new students are available at 8:30a.m on the second Monday of March of the current school year at www.nmsabe.org/admissions or

the front office of SABE located at 4321 Fulcrum Way NE. All enrollment forms must either be completed online at our website or hand-delivered to our office. If parents/guardians need assistance completing the form in English or Spanish, they should call the school at 505-771-0555.

When an enrollment application is received the child's name and information are logged in a lottery database by the grade indicated on the application. Receipts are provided in person for hand-delivered applications and email receipts are sent when an online application is submitted. It is the parent's/guardian's responsibility to verify that all information on the application is correct and legible. Any errors in contact information, incorrect grade level, or date of birth can result in a student not being placed into the lottery or enrolled (if drawn in the lottery).

The Enrollment Application Deadline is 4:00p.m the day prior to the lottery.

Parents/guardians can review the names of all students who will be participating in the lottery for each grade level on our school website or call the school to verify that their child's name is on the list up until the day prior to the lottery (4:00pm). It is the parent's/guardian's responsibility to verify that their child is included. If for some reason it is found that a child is not on the list even though an application was submitted, the receipt will serve as verification that a child should be included. The school should be notified immediately in order to further investigate and correct the situation. Once the lottery has started, no more reviews or corrections to the list will be made.

Immediately before the lottery drawing if there are enough spaces at a given grade level, all applicants will be admitted. If there are more applicants than spaces available, admission will be determined through the lottery.

The lottery drawing will be held on the second Thursday of May of the current school year at 4:00 P.M. at SABE in a room to be determined or virtually. Attendance is optional and does not affect a child's chance of being drawn. Lottery proceedings are open to the public.

Student names for a given grade level will be drawn one by one starting with the lowest grade requiring a lottery. The first name pulled will be assigned number one, the second name will be number two, and so on until every name is assigned a number. The number drawn refers to the child's place on the waiting list.

Lottery results are posted the morning after the drawing at the front office of the school and on the school website. We do not mail results. The number next to a child's name refers to his/her place on a waiting list. Even if a child draws a low lottery number, space is not guaranteed until there is an official opening in that grade and the parent/guardian has been contacted by the school to officially offer the child a place. It is the parent's/guardian's responsibility to ensure that contact information provided on the application is correct and legible. If we are unable to reach the parent/guardian within the allotted time, the space will be forfeited to the next person on the list.

Children of employees of SABE staff and siblings of **current** SABE enrolled students are offered places ahead of student #1 in each grade if there is space at the desired grade level. If a grade level is at its determined capacity, the siblings will be put on the waiting list ahead of other applicants, in an order determined by a separate sibling order drawing. After siblings are placed, school officials will begin calling parents/guardians to officially offer a place to children on the waiting list. It is the parent's/guardian's responsibility to ensure that contact information is correct and legible. Students whose numbers are too high to allow them admittance will be kept on a waiting list in the order of their numbers.

After a student is selected in the lottery parents/guardians must return completed registration forms within one week. A selected student whose registration is not complete will forfeit his/her spot to the next student on the waiting list.

Offering to students on the waiting list

When offering a position to students on the waiting list the parent/guardian will have 72 hours to respond. If no response is given, the space will be forfeited to the next person on the list. If accepted, a completed registration packet must be received within 72 hours of. If parents/guardians fail to respond within the allotted time, the position will be forfeited to the next person on the list.

On the first day of school (August of the year student is accepted) school officials will attempt to contact the parents/guardians of any child who did not attend on the first day. If the contact information provided is invalid or the child is not in attendance by day three, the position will immediately be forfeited and offered to the next student on the waiting list.

V. OPEN ENROLLMENT

Immediately after the Lottery, it is considered Open Enrollment. Any parents wishing to enroll their child can do so if there are spaces within their requested grade level. This is determined and verified by the school's administration and registrar within 24 hours of notification of interest in a particular grade or grades.

STUDENT ATTENDANCE POLICY

I. PURPOSE

The Compulsory School Attendance Law requires all school age children to attend school for at least the length of time of the school year that is established in the school district in which the person is a resident or the state-chartered charter school in which the person is enrolled and the school district or state-chartered charter school shall not excuse a student from attending school except as provided in that law or for parent-authorized medical reasons. Any parent/guardian of a school age person subject to the provisions of the Compulsory School Attendance Law is responsible for the school attendance of that person. Each local school board and each governing body of a charter school or private school shall enforce the provisions of the Compulsory School Attendance Law for students enrolled in their respective schools.

II. DEFINITIONS

School Day: Portion of the school day that is at least one-half of a student's approved program.

Absent: Not in attendance for a class or school day for any reason, whether excused or not: provided "absent" does not apply to participation in interscholastic extracurricular activities

Half Day Absences: Absences for two or more classes (or hours) up to fifty percent of an instructional day.

Full Day Absence: Absences consisting of more than fifty percent of an instructional day.

Excused Absences: Absence from a class or school day for a death in the family, medical absence, religious instruction or tribal obligations or any other allowable excuse pursuant to the policies of the local school board or charter school Governing Board.

Unexcused absences: Absences from school day or a class for which the student does not have an allowable excuse pursuant to the Compulsory Attendance Law, Attendance for Success Act or rules of the charter school Governing Board. Such occurrences include instances where no explanation for an absence is given to the school at all. Family vacations during instructional days are considered unexcused absences.

Whole School Prevention: Universal, whole-school prevention strategies for all students, including students who have missed less than five percent of classes or school days for any reason.

Individualized Prevention: Interventions for students who are missing ten percent or more but less than twenty percent of classes or school days for any reason.

Early Intervention: Interventions for students who are missing ten percent or more but less than twenty percent of classes or school days for any reason.

Intensive Support: Interventions for students who are missing twenty percent or more of classes or school days for any reason.

Attendance Team: Group of school-based administrators, teachers, staff, other school personnel and community members who collaborate to implement an attendance improvement plan.

Attendance Improvement Plan: Tiered data-informed system for public schools and school districts to identify students who are chronically or excessively absent and to aid public schools in developing whole-school prevention strategies and targeted interventions.

Chronic Absence Rate: The percentage of students, in the aggregate and disaggregated by the subgroups required for reporting pursuant to the federal Every Student Succeeds Act, in a public school and a school district who have been enrolled for at least the days and who have missed ten percent or more of school day since the beginning of the school year.

Chronically Absent or Chronic Absenteeism: A student that has been absent for 10% or more of classes or school days for any reason, whether excused or not, when enrolled more than 10 days.

Excessively Absent or Excessive Absenteeism: Student who is identified as needing intensive support and has not responded to intervention efforts implemented by the public school.

Excessive absences: Individual student attendance rates which fall below 95% in a grading period. Students with excessive absences can be categorized as:

- A. *Excessive Excused:* a student who has been identified as having a high number of absences **with notification** from the parent. Excessive excused absences are investigated by the school and may require additional documentation to justify the absences.
- B. *Student in need of early intervention:* a student who has accumulated five unexcused absences within any twenty (20) day period.
- C. *Habitual Truant:* a student who has accumulated the equivalent of ten or more unexcused absences within a school year.

Tardiness: Refers to students who arrive at school after the designated start time. All students arriving late are subject to conditions relating to tardiness as outlined in the “process” section below.

Early Releases: Refers to children who are picked up from school before the designated end time for that day. All students leaving early are subject to regulations relating to early releases as outlined in the “process” section.

III. PROCESS

SABE is required to report absences, chronic absences and excessive absences to the NM Department of Public Education (NMPED) and at the end of the school year and shall document intervention efforts made to keep students in an education setting. Students are expected to attend in-person or remote instructional programs, as provided by their school, each day.

SABE is required to enforce the attendance policy utilizing the following process:

Tardiness/Early Releases: If a student is chronically tardy or picked up before the end of the instructional day, the truancy process may be initiated by administration.

Three absences: When a child has accumulated three unexcused absences, the school will contact the family to address the concern.

Five absences: When a child has accumulated five unexcused absences, the school will contact the family to address the concern. At this point, a meeting with the parent/guardian will be arranged to discuss the absences and develop a plan of action to address the problem. A Five-Day Absentee Notification Form will be sent to the child’s parent/guardian.

Ten absences: If a student has accumulated an equivalent of more than 10 absences within a school year, the parent shall be given written notice in person or by mail that the student is not in compliance with the Compulsory Attendance School Law and follow the state rule in notifying the Children Youth and Families Department. Parents will be asked to attend a conference with the Executive Executive Director/Principal or designee to develop an action plan to address the problem. The notice shall include a date, time and place for the parent to meet with the Executive Executive Director/Principal or designee to develop intervention strategies that focus on keeping the student in an educational setting. If there is another unexcused absence after delivery of a written notice of habitual truancy, the student shall be reported to CYFD where the student resides for an investigation as to whether the student shall be considered to be a neglected child or a child in need of additional services.

State law requires a school to withdraw a student after ten (10) consecutive days of absence; provided that withdrawals do not include students in need of early intervention the school is required to intervene with and keep in an educational setting as provided in Section 22-12-9 NMSA 1978.

SCHOOL RESPONSIBILITIES:

To ensure that SABE is maintaining accurate records and supporting students and parents:

- A. Class attendance must be taken and maintained for each student enrolled in school every instructional day. The classroom teachers must report attendance accurately and submit it to the office on a daily basis.
- B. The school is responsible for accurately maintaining attendance records in a manner verifiable by the New Mexico Public Education Department.
- C. The school is prohibited from suspending or expelling students as punishment for being in need of early intervention or habitually truants.

- D. The school must provide for early identification of students with unexcused absences or those who are in need of early intervention. School intervention strategies must focus on keeping students who are defined as “in need of early intervention” in an educational setting.
- E. If a student is identified as a habitual truant, the school shall document the following:
- Attempts of the school to notify the parents that the student had unexcused absences
 - Attempts of the school to meet with the parents to discuss intervention strategies
 - Intervention strategies implemented to support keeping the student in school
- F. While all children attending public school are subject to the requirements of the School Attendance Process, considerations must be made in order to respect and understand the sovereignty of tribal customs, religious practices, laws, effective communication practices and availability of Native American intervention resources.

PARENT RESPONSIBILITIES:

- A. **Tardiness:** If a student arrives to school late, he/she must be walked to the office by a parent or guardian and signed in with the secretary. The student will receive a pass to class, verifying that he/she arrived late and was officially signed in as being in attendance.
- B. **Early Release:** Parents or designees listed on the emergency contact form who are picking up their child from school **MUST COME TO THE OFFICE TO SIGN THEIR CHILD OUT. PLEASE BRING YOUR PHOTO I.D. NO CHILD WILL BE ALLOWED TO WALK HOME DURING SCHOOL HOURS.** During the school day teachers are not allowed to release children directly to adults from the classrooms unless they present a clearance slip from the office. This enables the office staff to identify those persons picking up children and to ensure the safety of your child. Anyone attempting to sign out your child must be on listed the student’s registration card. Should the approved list of authorized adults change, please update the information in our office immediately.
- C. **Absences:** It is the responsibility of the parents/guardians to notify the school whenever their child is absent. Notification should be given as close to the beginning of the school day in question as possible but cannot be later than two (2) days after the date of the absence. All absences are logged as “unexcused” until we receive notice describing the reason for the absence. If the reason for the absence is not approved (as described in the definition of excused absence) or notification is not made to the office within two days, the absence will remain as “unexcused”. **TO NOTIFY THE OFFICE OF AN ABSENCE, PLEASE CALL OR SEND A WRITTEN NOTE TO THE OFFICE.**
- The parent/guardian must notify the school **each day that the student will be absent**, in accordance with the notification procedure established by the school.
 - Students are allowed **no more than 4 unexcused absences per trimester**, totaling no more than 10 unexcused absences per school year.
 - In the event that the school has not received notification of absence by a parent for **3 consecutive days**, the school must make an attempt to contact the parent/guardian.
 - **Family vacations are considered unexcused absences** and it is expected that parents will schedule vacations during periods of time when school is not in session. Should there be travel during the school year, the parents must contact the school administration to arrange and have approved
 - **Excessive excused absences** will be investigated by the school and may require additional documentation to justify the absence.

IV. SCHOOL ATTENDANCE PROCEDURES:

SABE is required to classify each student into one of four attendance intervention tiers, based on the percentage of class and/or school day absences.

Attendance Intervention Tiers

	Tier 1: Whole School Prevention	Tier 2: Individualized Prevention	Tier 3: Early Intervention	Tier 4 Intensive Supports	Student Referral to CYFD
Description	Students that have missed less than 5% of classes or school days for any reason.	Students that have missed 5%-10% of classes or school days for any reason.	Students that have missed 10%-20% of school days for any reason.	Students that have missed more than 20% or more of classes or school days for any reason.	Students that continue to have unexcused absences after written notification of excessive absenteeism.
Interventions	Whole school prevention strategies, such as: <ul style="list-style-type: none"> • Whole school attendance campaigns • Class attendance competitions • Parental notification of student absences • Positive Behavior Supports and Interventions (PBIS) 	In addition to Tier 1 interventions, the school will also: <ul style="list-style-type: none"> • Communicate with parents/family and inform them of student's attendance history • Inform and explain the impact of student absences on student academic outcomes • Support with Interventions or services that are available to the student or family • Inform of the consequences of further absences. 	In addition to Tier 1 and 2 interventions, the school will also: <ul style="list-style-type: none"> • Notify parents in writing of the student's absenteeism • Have a meeting with parents/family to develop intervention strategies that focus on keeping the student in the educational setting • Establish weekly progress monitoring and a contract for attendance • Students should be part of the meeting when appropriate 	In addition to Tier 1, 2 and 3 interventions, the school will also: <ul style="list-style-type: none"> • Send a letter to parents to that includes a date and time to meet with the school principal and attendance team • Establish non-punitive consequences at the school level • Identify specialized supports that may be needed to help the student and family address the underlying causes of excessive absenteeism • Inform the family and student of the consequences of further absences. 	<ul style="list-style-type: none"> • SABE is required to report students with unexcused or excessive absences to the judicial district in which the student resides (Attendance for Success Act, Section 12.B) • SABE is required to report students that have been referred to Children, Youth, and Families Department (CYFD) because of excessive absences

- If a student needs early intervention, a school representative shall contact the student's parents or guardians to discuss possible solutions.
- The School Executive Executive Director/Principal or representative shall meet with the student and his or her parents or guardians to identify the causes for the student's excessive absences, identify what actions can be taken that might prevent the student's absences, identify possible school resources to address the causes for the student's absences, and establish an attendance contract to address the student's absences.

- The notification to the student's parents or guardians and the meeting with the parents or guardians must be respectful and, in a language, and in a manner that is understandable to the student and the parents or guardians.
- The attendance contract must contain follow-up procedures to ensure that the causes for the student's absences are being addressed.
- The school representative will notify the parent/guardian by mail or personal service when the student has accumulated three (3) absences (excused and/or unexcused).
- The school representative will notify the parent/guardian by mail or personal service when the student has accumulated five (5) absences (excused and/or unexcused).
- When the student has accumulated 10 absences (excused and/or unexcused) during the school year, the school principal and teacher(s) will decide if a Student Advisory Team meeting may be convened to develop an Attendance Contract.
- If the student is a habitual truant (10 days unexcused absences during the school year), the school or their authorized representatives shall, in addition, give written notice of the habitual truancy by mail or by personal service to the student's parents or guardians.
- If another unexcused absence occurs after the delivery of a written notice of habitual truancy, the student shall, within 7 days of this unexcused absence, be reported to the probation services office of the judicial district in which the student resides.
- If the habitual truant is not referred to the children's court by the juvenile probation office for appropriate disposition, the school may contact the children's court attorney directly to determine what action will be taken.
- If a determination and finding has been made by the juvenile probation office that the habitual truancy by a student may have been caused by the parents or guardians of the student, and no charges have been filed against the parents or guardians, the school may contact the district attorney's office to determine what action will be taken.
- Training on attendance policies and procedures will occur for all school staff before the first day of school for students.

STUDENT LEAVE OF ABSENCE POLICY

SABE is a dual language immersion school which focuses on Spanish language as the partner language to English. As part of our central belief, we encourage students to speak Spanish and engage in Spanish speaking opportunities wherever possible. Because living and attending school in a foreign Spanish speaking country would provide a true immersion experience for students and support the fulfillment the mission of our school, we support such a leave of absence for up to one academic year for students. Additionally, in the event that a serious medical emergency arises for the student or an immediate family member (father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister) that requires the temporary relocation specifically for medical treatment, SABE also supports the leave of absence for up to one academic year. For more information regarding forms, application procedures and approval please contact the SABE school administration.

BEFORE-AND-AFTER SCHOOL DROP OFF/PICK UP POLICY

School hours are from 7:50am-3:05pm on Monday through Thursday and 7:50am-12:00pm on Friday. Students cannot be dropped off before 7:30 and must be picked up by 3:10pm.

BIRTHDAY/CELEBRATION POLICY

Celebrations honoring a specific student's birthday is allowed as it does not interrupt instruction and arrangements need to be made with their home room teachers. Teachers will provide you with how they handle celebrations in their classrooms. Actual birthday parties should be held outside of school and invitations should not be given out during school hours.

BULLYING PREVENTION POLICY

I. PURPOSE

SABE believes that providing an educational environment for all students, employees, volunteers, and families, free from harassment, intimidation, or bullying supports a total learning experience that promotes personal growth, healthy interpersonal relationships, wellness, and freedom from discrimination and abuse. Therefore, harassment, intimidation or bullying are forms of dangerous and disrespectful behavior that will not be tolerated.

II. DEFINITIONS

Bullying means any repeated and pervasive written, verbal or electronic expression, physical act or gesture, or a pattern thereof, that is intended to cause distress upon one or more students in the school, on school grounds, or at school activities or sanctioned events. Bullying includes, but is not limited to hazing, harassment, intimidation or menacing acts of a student which may, but need not be based on the student's race, color, sex, ethnicity, national origin, religion, disability, age or sexual orientation.

Harassment means knowingly pursuing a pattern of conduct that is intended to annoy, alarm or intimidate another person.

Hazing means committing an act against a student, or coercing a student into committing an act, that creates a risk of harm to a person, in order for that student to be initiated into or affiliated with a student organization, or for any other purpose. Hazing includes but is not limited to:

- Any type of physical brutality such as whipping, beating, striking, branding, shocking, or placing a harmful substance on the body.
- Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subject the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
- Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that adversely affects the mental or physical health or safety of the student.
- Any activity that intimidates or threatens the student with ostracism, that subjects the student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
- Any activity that causes or requires the student to perform a task that involves a violation of state or federal law, or school policies.

Disability Harassment is defined as intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school.

Harassment and Disability Harassment include but are not limited to:

- *Verbal acts, teasing, use of sarcasm, jokes;*
- *Name-calling, belittling;*
- *Nonverbal behavior such as graphic or written statements or signing;*
- *Conduct that is physically threatening, harmful, or humiliating; or*
- *Inappropriate physical restraint by adults.*

Racial Harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

- Has the purpose or effect of creating an intimidating, hostile, or offensive academic environment;

- Has the purpose or effect of substantially or unreasonably interfering with an individual's academic performance; or
- Otherwise adversely affects an individual's academic opportunities.

Sexual Harassment means any unwelcome sexual advances, requests for sexual favors, or other inappropriate verbal, written, or physical conduct of a sexual nature. Sexual harassment may take place under any of the following circumstances:

- When submission to such conduct is made, explicitly or implicitly, a term or condition of obtaining an education; or
- Submission to or rejection of that conduct or communication by an individual is used to factor in decisions affecting that individual's education; or
- That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's education, or creating an intimidating, hostile or offensive educational environment.

III. NOTICE OF PROHIBITION AGAINST BULLYING AND ANTI-BULLYING INTERVENTIONS

SABE prohibits bullying/harassment. Bullying/Harassment is when an individual takes out aggression toward another in the form of criticism, exclusion, isolation, teasing with verbal, psychological, emotional, and physical violence. If behaviors toward another student(s) make him or her feel intimidated, uncomfortable or if the student feels threatened, it may be considered bullying harassment even if the harasser did not intend for his or her actions to be offensive. Bullying includes, but is not limited to, hazing, harassment, intimidation or menacing acts of a student which may, but need not be based on the student's race, color, sex, ethnicity, national origin, religion, disability, age or sexual orientation that a reasonable person under the circumstances should know will have the effect of:

- *Placing a student in reasonable fear of physical harm or damage to the student's property; or*
- *Physically harming a student or damaging a student's property; or*
- *Insulting or demeaning any student or group of students in such a way as to disrupt or interfere with the school's educational mission or the education of any student.*

Students and parents may file verbal or written complaints concerning suspected bullying behavior to the School Principal/Executive Director. Any report of suspected bullying behavior will be promptly reviewed. If acts of bullying are verified, prompt disciplinary action may be taken against the perpetrator, up to and including suspension and/or expulsion.

Staff will be reminded at the beginning of each school year about the Anti-Bullying Policy, as well as their responsibilities regarding bullying behavior. A copy of the policy will be disseminated annually.

IV. REPORTING INTIMIDATION, HARASSMENT OR BULLYING BEHAVIOR

Any student who believes he/she has been the victim of harassment, intimidation, bullying, or hazing by a student or school personnel, or any person with knowledge or belief of such conduct that may constitute harassment, intimidation, bullying, or hazing toward a student should immediately report the alleged acts.

- The report may be made to any staff member. The staff member will assist the student in reporting to the Principal/Executive Director or other personnel.
- Teachers and other school staff who witness acts of bullying or receive student reports of bullying are *required* to promptly notify designated staff.
- Reports should be done in writing using the Harassment, Intimidation, Bullying, or Hazing Complaint Form. A copy of this form will be submitted to administration.
- School Principal/Executive Director or designee is *required* to accept and investigate all reports of intimidation, harassment or bullying.

- School Principal/Executive Director or designee is *required* to notify the parent or guardian of a student who commits a verified act of intimidation, harassment, or bullying of the response of the school staff and consequences that may result from further acts of bullying.
- Retaliation against an individual who either orally reports or files a written complaint regarding harassment, intimidation, bullying, or hazing or who participates in or cooperates with an investigation is prohibited.
- The right to confidentiality, both of the complainant and the accused, shall be preserved consistent with applicable laws.
- If harassment or bullying continues, the perpetrator will be immediately suspended and removed from the school, pending a long-term hearing.
- To the extent permitted under the Family Educational Rights and Privacy Act (FERPA), school staff is *required* to notify the parent or guardian of a student who is a target of bullying of the action taken to prevent any further acts of bullying.

V. INVESTIGATING INTIMIDATION, HARASSMENT OR BULLYING BEHAVIOR

SABE administration or their designee will appropriately and promptly investigate all reports of harassment, intimidation, bullying, or hazing. In determining whether the alleged conduct constitutes bullying, the totality of the circumstances, the nature of the conduct, the student's history, and the context in which the alleged conduct occurred will be investigated.

- The administrator will make every effort to inform the parents/guardians of the victim and the accused of any report of harassment, intimidation, bullying, or hazing *prior* to the investigation taking place.
- The investigation shall consist of personal interviews with the complainant, the individual(s) against whom the complaint was filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods or documents deemed relevant by the investigator.
- The school may take immediate steps to protect the complainant, students, teachers, administrators, or other school personnel pending the completion of an investigation.
- The investigation shall be completed as soon as possible. The Principal/Executive Director (or investigator) shall make a written report. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. If the complaint involves the Principal/Executive Director, the report shall be submitted to the Governing Board who will then designate an investigation to determine the validity of the report and will then make a decision, based on the investigative findings, whether or not to file a complaint with the New Mexico Public Education Department, Educator Ethics Bureau. A copy of the completed report will be maintained by the school's administration.
- The Special Services coordinator will be involved in all reports involving a student receiving special services to ensure a fair investigation. SABE will follow IDEA regulations when investigating students receiving special services.

VI. CONSEQUENCES FOR BULLYING

- Verified acts of bullying shall result in intervention by the building Principal/Executive Director or his/her designee that is intended to ensure that the prohibition against bullying behavior is enforced.
- Bullying behavior can take many forms and can vary dramatically in how serious it is, and what impact it has on the targeted individual and other students. Accordingly, there is no one response to bullying. While conduct that rises to the level of "bullying" as defined above will generally warrant disciplinary action against the perpetrator of such bullying, whether and to what extent to impose

disciplinary action (detention, in and out-of-school suspension, or expulsion) is a matter for the professional discretion of the building Principal/Executive Director.

VII. CONSEQUENCES FOR KNOWINGLY MAKING FALSE REPORTS

False charges shall also be regarded as a serious offense and will result in disciplinary action or other appropriate sanctions.

VIII. ANTI-BULLYING EDUCATION

Bullying behavior is mentioned specifically in many areas of the Health Education performance standards, in all grade levels. All students need to be aware of bullying behavior. It is imperative that students are comfortable with understanding, describing, and recognizing bullying behaviors. Health education will be incorporated into thematic units at each grade level.

IX. THREATS OF VIOLENCE

- Threats of violence toward other students, school staff, or facilities are prohibited and may result in suspension or expulsion, regardless of whether the student has previously engaged in such conduct.
- All employees and students are required to report evidence of threats of violence to the Principal/Executive Director. Such reports shall be investigated by the Principal/Executive Director or designee. All such reports shall be documented by the Principal/Executive Director.
- In cases of threats that may constitute a violation of criminal law, the Principal/Executive Director or designee shall notify law enforcement authorities, when it is substantiated through the use of the threat assessment tool.
- If the Principal/Executive Director finds a significant behavior violation upon investigation, the student(s) who are charged with violation of this policy shall be placed on short-term suspension pending investigation of the charge(s). Those found, through a due-process hearing, to have violated this regulation shall be subject to discipline, including long-term suspension or expulsion. For Students receiving Special Services, administration will consult with the special education staff regarding the appropriate process.

CLASSROOM OBSERVATIONS

Parents and other visitors are welcome observers in the classroom. Notice and clearance needs to be communicated with the teacher with at least a 24 hour notice. When observing, we ask that you come in and watch quietly, like a “fly on the wall.” This will give you the truest perspective on how the classroom operates. Before observing, all visitors must check in at the school office. If visitations and observations become a distraction to the instruction of students, the school administration has the authority to limit the frequency or number of visits or visitors. Teachers have the discretion of not allowing observations during times that he/she deems it would be a distraction to the learning process.

CONCERN & STAFF COMPLAINT PROCEDURES

If you have a concern or complaint, we welcome your constructive criticism. We would hope that any complaint will be resolved at the point of origin. If that does not happen, please follow these steps:

Step 1 Teacher/Employee

Completely fill out the complaint form (available at the front office) and submit it directly to the involved party (i.e. teacher/employee) with a copy for the person’s supervisor. *Please provide written documentation describing dissatisfaction, before you proceed to the next step.*

Step 2 Executive Director/Principal

If you are not satisfied with the disposition of the complaint at Step 1, notify in writing your response to the Executive Director/Principal. Request their assistance in resolving the issues. *Please provide written documentation describing dissatisfaction, before you proceed to the next step.*

Step 3 All Involved Parties

If not satisfied with the disposition of the complaint at Step 2, request the principal/supervisor to designate an alternate person to assist in resolving the issue through mediation. *Please provide written documentation describing dissatisfaction, before you proceed to the next step.*

Step 4 Governing Board

If not satisfied with the disposition of the complaint at Step 3, appeal your complaint in writing to the SABE Governing Board Chairperson.

FAMILY CUSTODY ISSUES

The school office personnel and classroom teacher should be notified of any custody issues involving your child. This notification should be written court documents, which clearly state who has custody, who may have access to your child, and any changes in the situation. The school cannot deny access to a custodial parent unless there are court documents prohibiting such contact. Please update the court documents as they are made available. Additionally, please make sure you regularly update, with the office, the list of emergency contacts and persons able to pick up your child. Teachers will contact both custodial parents at parent-teacher conference time.

DECISION-MAKING PROCESS

Governing Board

SABE is a state-chartered public charter school, authorized by the Public Education Commission. Its Governing Board reports to the New Mexico Public Education Department, Charter Schools Division. The Governing Board governs and manages SABE in accordance with the Charter Schools Act and all other applicable federal and state laws and regulations, and pursuant to the bylaws the Board has adopted.

The Governing Board holds collective authority over the school. Individual Board Members do not hold authority over the school. The Governing Board works to fulfill the mission of SABE. Its major roles and responsibilities include approving all major educational and operational policies, approving all major contracts, approving the school's annual budget, overseeing the school's fiscal affairs, and selecting and evaluating the School Principal/Executive Director.

The Board is composed of 5-7 appointed members that follows a traditional decision-making model in which each Board Member has one vote. A majority vote of a quorum of the Governing Board carries any issue. A quorum is defined as a simple majority of the Board. The Governing Board meets monthly, and in accordance with the Open Meetings Act, all meetings are open to the public.

The Board has working committees which include finance and audit. Committees are chaired by Board members and their membership can include a mix of Board members and non-Board members. It is the role of the committees to make reports and recommendations to the Governing Board.

Appointments to the Board, or committees of the Board, are made by the Board when members leave or finish their terms of service. The process begins with an application to the Nominating Committee of the Board. Interested parents and community members are encouraged to contact and submit a letter of interest

and resume to the Chair of the Board or the principal/Executive Director. Board and committee members are selected based on the match between their skills and the needs of the Board, their commitment to the SABE charter, and their ability to work well with the group.

School-Site Decision-Making

The School Principal/Executive Director reports to the Governing Board and is responsible for the operations of the school, supervision and evaluation of all other SABE staff. The Principal/Executive Director works with the school's teachers to implement the SABE instructional program, as described in the SABE Charter.

DISCIPLINE POLICY

I. MISCONDUCT

Any student who violates school policy or procedures by engaging in conduct that is in conflict with school policies or directives, who engages in behavior which disrupts or has the potential to disrupt the educational process, who refuses to cooperate with school personnel, and/or who engages in conduct which endangers or reasonably threatens to endanger the health and safety of students, school personnel, or others for whose safety the school is responsible, will be subject to disciplinary action.

The school will impose discipline in accordance with state regulations and will use their discretion when referring to the Discipline Matrix (Appendix A) and imposing consequences. The School will make a good faith effort to notify the parents or legal guardian in a timely manner of the student in any circumstances where the school's disciplinary response will exceed administrator/student contact.

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 pursuant to the process outlined in "Suspension/Expulsion", below.

For privacy reasons, only information as it relates to your child will be shared. Consequences imposed or other student names will not be shared or disclosed.

II. SUSPENSION/EXPULSION

Suspension is the removal of a student from a class or classes and all school-related activities for any period of time and includes long-term removals up to one year or longer.

- The school administration must provide written notification to each of a student's teachers and to the Student's parents/legal guardians within one (1) school day of imposing *any* form of suspension.
- The school administration must keep on file a copy of the notification for any suspension occurring during a school year.
- The Principal/Executive Director is responsible for notification, compliance, and documentation.

Short-Term Suspension

Short-term suspension will be at the discretion of the Principal/Executive Director and will address unsafe behaviors and those that disrupt the educational process. Short-term suspension will be limited to no more than ten (10) days.

Long-Term Suspension

Long-term suspension is defined as the removal of a student from instruction and off school-related activities for more than ten (10) days and up to the balance of the semester or longer in cases which are near the end of a given semester.

- A student receiving a long-term suspension will lose credit for the semester.
- A student may be given the opportunity for a due process hearing prior to suspension. See “Due Process”, below.
- The student may, at his/her expense, choose to be represented by an attorney at the hearing.
- At the Principal/Executive Director’s discretion, students may be suspended pending a due process hearing.

Students can be long-term suspended for serious violations or offenses, including but not limited to, the following and those within SABE’s Discipline Matrix :

- Weapons
 - Possession, use of or threatening with a knife or other instrument with intent to cause bodily harm
 - Sale or furnishing of weapons (gun, sharp object, club, or an object that could inflict serious bodily injury)
- Arson
 - Starting a fire resulting in injury to a person
 - Starting a fire resulting in serious damage to property over \$200.00.
- Drug Dealing or Distribution
 - Possession with intent to distribute alcohol or drugs, other illegal substances or look-alikes
 - Repeated use and/or possession of drugs, alcohol, or any intoxicant
- Bullying/Harassment (reference above)
- Acts of Violence
 - Cause of attempt to cause physical injury to a staff member
 - Bomb threats
 - Repeated fighting
 - Causing physical harm to another person
- Racialized Aggressions
- Rioting or gang fighting
- Bus Misbehavior, including but limited to these listed below:
 - Refusing to obey driver and/or monitor.
 - Fighting or other assaultive behavior.
 - Use of profanity.
 - Lighting matches.
 - Smoking/vaping on the bus.
 - Throwing objects on/out/at the bus.
 - Possession of weapons, alcohol, or drugs.
 - Use of Alcohol or Drugs

Expulsion

Expulsion is the removal of a student from SABE for a period exceeding one (1) semester. In some cases, expulsion may be a permanent removal from this school.

- A student receiving an expulsion will lose credit for the semester in which the expulsion occurs.
- A student must be given a due process hearing prior to expulsion. See “Due Process”, below.
- The student may, at his/her own expense, choose to be represented by an attorney at the hearing.

Due Process:

1. **Short-Term Suspension:** A student facing in-school or out-of-school suspension for fewer than ten (10) days is not entitled to a formal hearing, but is entitled to notice and an opportunity to be heard as follows:
 - a. Before the student is placed on short-term suspension, the student shall meet with the Principal/Executive Director or designee and shall be informed of the charges against him or her and, if (s) he denies them, shall be told what evidence supports the charge(s). The student shall be given an opportunity to present his or her version of the facts and refute the charges in that meeting. The administrative authority is not required to divulge the identity of informants, although (s) he should not withhold such information without good cause. The Principal/Executive Director or designee shall disclose the substance of all evidence on which (s) he proposes to base a decision in the matter. The meeting may be an informal discussion and may follow immediately after the notice of charges is given.
 - b. If the student denies the charge(s), the Principal/Executive Director or designee may delay the suspension in order to conduct further investigation, but is not required to. The discussion with the student may take place and a temporary suspension may be imposed within minutes after the alleged misconduct has occurred.
 - c. If the student's continued presence endangers persons or property or threatens disruption of the academic process, the student shall be immediately removed from school without notice and/or opportunity to be heard, but shall be given such notice and opportunity to be heard in a meeting scheduled within one school day thereafter. If no such meeting has been or can be scheduled within that timeframe, the student shall be reinstated to school until such time as the meeting can occur.
 - 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 make reasonable efforts to inform the student's parent or guardian of the charges against the student and the possible or actual consequence as soon as practical. If the school has not communicated with the parent/guardian 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/guardian's address of record.
 - f. Decisions to impose a short-term suspension may be appealed to the Governing Board by the student and/or his/her parent, pursuant to the informal "Complaint/Concern" procedures described above.
2. **Long-Term Suspension or Expulsion:** A student recommended for long-term suspension (more than ten (10) days) suspension may, in writing, request a hearing before a third-party Hearing Officer designated by the Governing Board. A student may waive his or her right to a long-term suspension hearing, or the parent/guardian may choose to waive the student's right to a hearing before the Hearing Officer. Expulsion hearings are required and cannot be waived.
 - a. Hearing Officer and Transcript.
 - (I) The Hearing Officer is the person designated by the school Governing Board to hear recommendations for long-term suspensions and expulsions.

- (ii) A transcript of the proceedings before the Hearing Officer shall be recorded and kept at the school for a period of one year, after which the transcript will be destroyed, except in cases of expulsion where records are kept for longer periods.
- b. Hearing Officer Procedure.
- (i) Notice. If a hearing is requested or required, school authorities shall prepare and serve the student and his/her parents or legal guardians with a written notice of the long-term suspension or expulsion, and the date, time, and place of the hearing thereon, hand-delivered or by certified mail, return receipt requested. The notice shall contain notice of the school rule(s) alleged to have been violated, a concise statement of the alleged acts of the student, a statement of the possible penalty, the date/time/place of the hearing, a statement that both student and parent are entitled and/or urged to be present, a clear statement that the hearing will take place as scheduled unless the Hearing Officer grants a delay, 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, a statement that the student has the right to be represented at the hearing by legal counsel, a parent or some other representative designated in a written notice filed at least 72 hours before the hearing, a description of the procedures governing the hearing, the name/business address/telephone number of a contact person through whom the student/parent/representative may request a delay or seek further information, and any other information/materials/instruction deemed appropriate by the administrative authority preparing the notice. The school shall provide copies of documents supporting its actions and a list of witnesses to the student and his/her parents/legal guardians at least two (2) working days in advance of the hearing.
- (ii) Scheduling. The hearing shall be scheduled no sooner than five (5) days and no later than ten (10) school days from the date of receipt of notice by the parents or legal guardians.
- (iii) Burden of Proof.
- The hearing is not a legal proceeding, and formal rules of evidence shall not govern the conduct of the hearing.
 - The burden of proof of misconduct is on the school authorities.
- (iv) Witness and Time Limits.
- The student may, at his/her own expense, choose to be represented by an attorney during the hearing.
 - The student or his/her counsel may present evidence and shall have the right to call witnesses on his/her behalf and to question witnesses against him/her.
 - The school authorities including legal counsel, shall have the right to call witnesses and to question any witnesses who testify.
 - The Hearing Officer must schedule adequate time to hear the matter but may impose reasonable time limits on the parties' presentations.
- (v) Failure to Appear. If no one has appeared on the student's behalf within a reasonable time after the announced time for the hearing, the Hearing Officer shall determine whether the student, through the parent, received notice of the hearing. If so, the Hearing Officer shall review the school's evidence to determine whether it is sufficient to support the charge(s) of misconduct.
- c. Decision of Hearing Officer.
- (i) The Hearing Officer shall determine first whether the alleged act(s) of misconduct have been proved by a preponderance of the evidence presented at the hearing. If the

misconduct is so proved, the Hearing Officer then shall decide upon the appropriateness of the disciplinary action taken, or in the case of a proposed expulsion, whether expulsion is appropriate.

- (ii) The Hearing Officer may request additional evidence from the parties and may receive that additional evidence after the formal hearing.
 - (iii) All parties shall have the right to comment in writing upon any additional evidence submitted. Any such commentary shall be submitted within five (5) days of submission of the additional evidence.
 - (iv) The Hearing Officer shall serve its written decision on the parties stating its findings, conclusions and implementations, by certified mail, return receipt request and/or by hand-delivery, within five (5) school days after hearing, receiving and considering all the evidence and arguments.
 - (v) The Hearing Officer's decision shall take effect immediately upon notifying the student and his/her parent/guardian and shall continue in force during any subsequent appeal.
- d. Appeal to the Governing Board Due Process Committee.
- (i) The student, parent, or guardian may appeal the decision of the Hearing Officer to the school Governing Board Due Process Committee by serving a written Notice of Appeal to the Council President or designee within five (5) days after the Hearing Officer's decision has been served.
 - (ii) The Governing Board Due Process Committee shall be a three-member committee composed of and appointed by the members of the Governing Board to hear due process appeals in the long-term suspension/expulsion context.
 - (iii) The Due Process Committee shall then review a summary of the transcript within ten (10) calendar days.
 - (iv) No new information shall be considered in the appeal, unless the student persuades the Governing Board Due Process Committee 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 would not with reasonable diligence have been discovered in time for the hearing would manifestly change the factual determination. Upon any such finding, the Due Process Committee shall have the discretion to receive new evidence, reconsider evidence introduced at the hearing or conduct a de novo hearing. In the absence of such finding, the review shall be limited to an inquiry into the appropriateness of the penalty imposed.
 - (iv) After reviewing the record and all materials presented at the hearing before the Hearing Authority, the Due Process Committee shall render a decision within fifteen (15) school days after a student's written request for review is received, which affirms, overrules, or modifies the decision of the Hearing Authority.
 - (v) The severity of any sanction previously imposed may not be increased on appeal.
 - (vi) The Due Process Committee decision is the final administrative action to which a student is entitled.

Restraint & Seclusion

KELLY WILL PROVIDE ME WITH LANGUAGE

Disciplinary Considerations for Students with Disabilities under *Individuals with Disabilities Act (IDEA)*

Special education students are not immune from the school's disciplinary process once placement procedures are properly followed.

Immediate removal of 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 pursuant to the process outlined in the "Suspension/Expulsion" section herein.

Temporary suspension (of not more than 10 consecutive school days) of students with disabilities may be imposed in accordance with the "Suspension/Expulsion" section herein, provided that the student is returned to the same educational placement after the temporary suspension, and unless a temporary suspension is prohibited pursuant to the student's IEP. Students may be suspended, or removed to an appropriate interim alternative educational setting or another setting, for not more than 10 consecutive school days. Additional removals of not more than 10 consecutive school days may occur in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement pursuant to 34 CFR Sec. 300.536.

Removal to Interim Alternative Educational Setting. In accordance with 34 CFR Sec. 300.530(g) and (i), school personnel can remove a student to an interim alternative educational setting for not more than 45 school days without regard to a manifestation determination (described below), if the student (1) carries a weapon to or possesses a weapon at school, on school premises, or to or at a school function; (2) knowingly possesses or uses illegal drugs, or sells them at school; (3) has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function. The student's IEP team determines the interim alternative educational setting for services.

Long-term suspension/expulsion. Since the exclusion of a student with a disability from his/her education program for more than a total of ten (10) days during a school year may constitute a significant change in placement, the following considerations must be addressed:

- when considering long-term suspension or expulsion, an Individualized Education Program (IEP) Team must first determine whether the behavior of concern is a manifestation of the student's disability.
- to determine if the conduct in question is or is not a manifestation of the student's disability, the IEP Team must determine:
 - If the conduct in question was a direct result of the school's failure to implement the IEP; or
 - If the conduct in question was caused by, or had a direct and substantial relationship to the child's disability.
- if the IEP Team determines that the behavior is related to the student's disability, then no further disciplinary proceeding shall occur. Recommendations: Review IEP, add services and support, develop/update FBA/BIP, and/or change services if appropriate.
- if the IEP Team determines that the behavior is not a manifestation of the student's disability, disciplinary actions may be taken in accordance with the procedures in Section VI herein, provided that a student with a disability who is removed from the student's current placement continues to receive special education and related services as provided in 34 CFR Sec. 300.530(d).
- Should the disciplinary procedures include long-term suspension or expulsion, the school must continue to provide educational services, including access to the general education academic curriculum, as determined by the IEP.

- Any suspension that excludes a student from his/her IEP services must be counted when calculating the total number of suspension days (up to 10 cumulative days or beyond the ten days may constitute a change of placement).
- The decision to change a student from his/her IEP placement must be made on an individual basis.
- SABE will follow the federal guidelines regarding the provision of educational continuation services for suspended special education students.
- Special education students are entitled to a due process hearing if long-term suspension or expulsion is recommended.
- 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 school shall notify the parents of that decision, and provide the parents the procedural safeguards notice described in 34 CFR Sec. 300.504.

Appeals

The parent of a student with a disability who disagrees with any decision regarding a disciplinary-related placement or the manifestation determination, may appeal the decision by requesting a hearing. If school administration believes that maintaining the current placement of the student is substantially likely to result in injury to the student or others, the school likewise may appeal the decision by requesting a hearing.

Disciplinary Considerations for Students under Section 504

Students with 504 accommodations are not immune from the school's disciplinary process once identification and placement procedures are properly followed. Students with 504 accommodations being considered for removal from school for 10 or more days must receive a manifestation determination review prior to action. The committee must determine if the conduct in question was caused by or had a direct and substantial relationship to the student's disability. If yes, was the conduct in question the direct result of the school's failure to implement the student's 504 Plan? If the behavior is a manifestation of the disability, any disciplinary recommendation for a change of placement should be withdrawn. If the behavior is not a manifestation of the disability, the student may be disciplined in the same manner as non-disabled students.

Section 504 Procedural Safeguards:

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 706(8)) states: "No qualified individual with a disability shall, solely on the basis of his or her disability, be denied participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

- The parent/guardian shall be notified in writing of all school decisions concerning the identification, evaluation, or educational placement of his/her child.
- The parent/guardian shall be notified that he/she may examine relevant records.
- The parent/guardian shall be notified before any significant change in placement occurs.
- The parent/guardian may obtain copies of educational records at a reasonable cost unless the fee would effectively deny him/her access to the records.
- The parent/guardian may request amendment of his/her child's educational records if there is reasonable cause to believe that they are inaccurate, misleading or otherwise in violation of the privacy rights of his/her child. If the school refuses this request for amendment, it shall notify the parent within a reasonable period of time, and advise him/her of the right to a hearing.
- Parents/guardians, or the student, if 18 or over, who dispute the school's decision with respect to actions regarding the identification, evaluation, or educational placement of a student or regarding harassment related to disability under Section 504 requirements, shall have the following means of dispute resolution, each of which may be used in any order:

- File a written complaint, which specifies the problem and the resolution requested, with the Principal/Executive Director. If the concern is resolved informally, the Principal/Executive Director/Designee will document that resolution and provide copies to the parent.
- Request an impartial Section 504 Due Process Hearing, with the opportunity for participation by the parent/guardian and legal counsel (if desired). The request shall be in writing to the Governing Board chairperson, including a description of the specific concern and proposed remedy. The Governance Council shall appoint an unbiased hearing officer to hear the matter. The hearing shall be convened within ten (10) working days after the written complaint is received, unless both parties agree to postponement. The hearing shall follow this format:
 - An opening statement by each party;
 - Testimony and evidence presented by each party with opportunity for cross-examination; and
 - Closing statement by each party;
 - The hearing officer shall provide both parties with a written response within twenty (20) working days of the last day of the hearing.
- File a written complaint with the Office for Civil Rights, Department of Education, Region VIII, Federal office Building, 1244 Speer Blvd, Suite #310, Denver, Colorado 80204-3582.
- File a civil suit.

Gun Free Schools Act

The Gun Free School Act provides for a mandatory expulsion of a period of not less than one year for a student who is determined to have brought or to have possessed a firearm or explosive device at school or any setting that is under the control or supervision of school officials. Only the Principal/Executive Director may modify in writing the one-year expulsion requirement on a case-by-case basis. All school-related incidents of firearm possession must be reported to the Rio Rancho Police Department.

Referral for Legal Action

Any illegal action by a student taking place at school or a school-sponsored or school-related activity will be referred to the appropriate authorities and/or law enforcement agency. New Mexico law requires that, if any school employee has reasonable cause to believe that a child is or has been in possession of a firearm on school property, the employee shall immediately report the child's actions to a law enforcement agency, to the Principal/Executive Director, and to the Children, Youth, and Families Department (CYFD).

Suspension from Extra-Curricular Privileges

Students may be removed, at the discretion of the Principal/Executive Director, from any part or all of extra-curricular privileges for time periods up to one (1) full calendar year.

- Participation in extra-curricular activities during school and not school hours is a privilege offered to and earned by students.
- Student conduct is expected to exemplify high standards at all times.

Participation in extra-curricular activities is not a student right, and suspension of such privilege does not require a due process hearing procedure.

Anti-Racism and Racial Sensitivity Training and Professional Development Policy.

Pursuant to NMSA 1978 §22-10A-19.3, each year, SABE will require all school personnel to complete an online or in-person anti-racism, racial awareness, and sensitivity training or professional development approved by the department that addresses race, racism and racialized aggression and demonstrates how to create and foster an equitable and culturally responsive learning environment for racial minority students.

Racialized Aggression Policy

Racialized Aggression – Overt and intentional acts of racism involving students or staff is strictly prohibited. (**Racialized Aggression** is broadly defined as hostile, aggressive, derogatory, or negative attitudes and/or actions toward stigmatized or culturally marginalized groups.)

Note: *There is not a definition in the statute of “racialized aggression”. This is a definition gleaned from several different resources/websites that provides a statement to meet the intent of the statute. When the State has created the Black Education Advisory Council, there may be a definition developed and put in regulation by the PED.*

****When the statewide hotline is established/available as outline in the Black Education Act, add link on school website to statewide hotline for reporting racial incidents/aggression.*

FROM: 22-5.-4.3 (D) NMSA 1978 All school discipline policies shall define and include a specific prohibition against racialized aggression involving a student or school personnel. Every school district and every charter school shall provide links to the statewide hotline to report racially charged incidents or racialized aggression.

No School Discrimination for Race/Religion/Culture/Hair Policy

In accordance with the No School Discrimination for Hair Act, NMSA 1978 §22-5-4.3 (A) requires that existing anti-discrimination policies, student discipline, dress code policies be added with the following language:

SABE shall not discriminate against a student, discipline a student, or impose disparate treatment of a student, because of a student's race, religion, or culture or because of a student's use of protective hairstyles or cultural or religious headdresses, as defined in New Mexico statute, NMSA 1978 §22-5-4.3 (A)&(I) and §22-8B-4(A)&(U).

- (1) "Cultural or religious headdresses" includes hijabs, head wraps or other headdresses used as part of an individual's personal cultural or religious beliefs.
- (2) "protective hairstyles" includes such hairstyles as braids, locs, twists, tight coils or curls, cornrows, bantu knots, afros, weaves, wigs, or head wraps; and
- (3) "race" includes traits historically associated with race, including hair texture, length of hair, protective hairstyles or cultural or religious headdresses. NMSA 1978 §22-5-4.3 (I) and §22-8B-4(U)

DRESS CODE POLICY

Parents and school personnel have a common interest in the educational, physical, and moral development of students. Student dress and appearance, along with student conduct influence class discipline and student achievement. The manner in which students dress and groom themselves has an important effect on behavior and performance.

- Students and staff are required to adhere to the dress and grooming policy of the school, which exists to promote a professionally, positive, non-disruptive, safe and healthy atmosphere within the school.
- Dress may not present a health or safety hazard.

- Dress may not violate municipal or state law.
- Dress or appearance may not present the potential to disrupt the educational process because of profanity, obscenity, vulgarity, references to drugs including alcohol and tobacco, violence, sexual reference, or statements or symbols disrespectful to the background, beliefs, or ability of others.
- The responsibility to interpret and enforce the dress code policy rests with the school staff and ultimately the School Principal/Executive Director.
- All visitors to the school are requested to respect the dress and grooming policy of the school.

STANDARD OF DRESS

SABE has a standard of dress for all students. The standard of dress gives the school a positive and distinct identity and reflects respects and reflects the educational mission and purpose of the school. Students are required to conform to the dress standard each day, while at school or on school-related field trips.

Allowed:

- Pants, Shorts, Rompers, Skirts, Leggings:
 - Beige, Navy, Black. No Jeans.
- Shirts: Polos-
 - White, Red, Lt Blue, Navy, Black. Long or short sleeve is fine.
- All colors are solid. No other images or designs.
- Shoes: Closed toe.
- Sweaters and Jackets as weather dictates.
- School spirit wear is allowed on Spirit Days as determined by administration

Not allowed:

- No graphics, pictures, or writing on clothing shall be permitted except as part of an insignia.
- Revealing or see-through clothing
- Saggy pants revealing underwear or any portion of the body below the naval.
- Dresses, skirts, shorts, and skorts, including slits, shorter three (3) inches above the bend of the knee.
- Sleeveless tops: all tops (male and female) are to have a sleeve
- Spaghetti strap tops
- Pajamas (tops or bottoms), unless it is a sanctioned school function, i.e., pajama day
- Ripped or torn clothing
- Bandanas, 'do-rags', shower caps, and hairnets
- Spiked jewelry and jewelry that is disruptive to the educational process or that could endanger students
- Belt loop chains, wallet chains, and extended belts
- Heelys or skate shoes
- Flip-flops
- Clothing and/or articles worn or carried by the student displaying words or symbols or colors of gangs, drugs, alcohol, tobacco, violence, racism, inappropriate language or images, or symbols of a sexual/sexist nature
- Clothing and/or articles that evidences or reflects membership in or affiliation with any gang
- No skin should be shown between the bottom of the shirt/blouse and the top of the pants/skirt when arms are stretched upward
- Tube tops, spaghetti strap tops, halter tops, translucent blouses, midriff shirts/blouses

Other provisions:

- Footwear that is safe and appropriate for weather and other conditions must be worn at all times on campus and in buildings

- Coats or jacket are to be removed inside the building (per teacher discretion)
- Hair shall be groomed so that it is clean and safe for participation in any school activity
- Hats and sunglasses may not be worn inside buildings, but are allowed outside
- Spandex is only allowed under approved shirts, shorts, skirts, and dresses
- Approved special event day dress is permitted

ELECTRONIC DEVICES (Cell phones, Smart Watches)

SABE recognizes that electronic devices are widely accessible to students at home and are often seen as important for communication with their families before and after school hours. Students are not allowed to use their own electronic devices at school from the time they arrive until the end of the academic day or end of participation in the after-school program. In the event of an emergency, notification to families will be made from the school and never the child. Devices may be in the possession of students while on campus subject to the following rules:

- SABE will not be responsible for loss of an electronic device or damage to it, and will not expend resources in the search for missing devices.
- They must be kept OFF and completely out of sight during the instructional day.
- If devices are seen during unauthorized times, they will be confiscated.
 - First offense: the device will be held in a secure location by the teacher and returned to the student at the end of the day.
 - Second offense: the device will be turned in to the administration and returned to the student at the end of the day.
 - Third offense: the device will be turned in to the administration and only returned to a parent after conferencing with them.
 - Fourth offense and subsequent offenses with other devices: Device will be confiscated for the remainder of the year and/or student will be subject to disciplinary action.

The classroom teacher, in consultation with administration may elect to collect all devices and secure them in a locked cabinet upon the start of the day and return them at the end of the day. This will be done for state testing administration in the spring.

FERPA (Family Educational Rights and Privacy Act) Policy

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access.

Parents or eligible students should submit to the School principal or principal's designee a written request that identifies the record(s) they wish to inspect. The principal or designee will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the School to amend a record should write the School principal or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or

eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Governing Board; a person or company with whom the School has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FOOD/FOOD ALLERGIES

Food brought to school should be nutritious and appropriate in quantity. Sodas, candy, coffee, energy drinks will not be allowed. To prevent the spread of germs, allergic reactions, and to avoid unfairness, food should not be shared with other children. Food that is brought to share must be with the teacher's permission and must be sufficient in quantity for the whole class. Food from home should be eaten at mealtimes only as determined by the classroom teacher. Should other students have food allergies, notice in writing needs to be submitted to the principal/Executive Director, nurse assistant and classroom teacher. A health plan will be developed with our school contracted nurse. SABE staff and teachers will adhere to the plan for students with food allergies.

GRADE CHANGE POLICY

Teachers must diligently maintain records that justify the final course grade awarded a student. Assuming due diligence on the part of the teacher, and that no mistake or clerical error has been made in the tabulation of grades, every student is ultimately responsible for the grade that he/she is awarded.

Changes to a test grade or a class assignment grade, once issued by the teacher, may occur only where there has been a clear mistake, clerical error or misidentification of the student by the teacher. The teacher who issued the test or assignment grade may change or direct the changing of the grade due to a clear mistake, clerical error, or misidentification. Requests for grade changes on tests or class assignments shall be handled between the student and the teacher, with the teacher being the final determinant of the decision. The teacher shall document the justification for the test grade or class assignment grade change. Nothing in this policy is intended to apply to grade changes for statewide tests used to determine adequate yearly progress or graduation from high school. If there is a need to change a grade or result on such state-mandated testing due to a clearly clerical mistake as where a student has been misidentified, the Principal/Executive Director shall promptly notify the assessment and accountability division of the Public Education Department for guidance.

Changes to course grades may be made by a teacher where there has been a clear mistake or clerical error in the tabulation or misidentification of the student. Such course grade changes must be brought to the attention of, and approved by, the Principal/Executive Director, upon authorization and proper documentation by the teacher.

A parent/guardian who requests a course grade change shall utilize the following procedure:

1. The student/parent must complete and submit to the Principal/Executive Director a signed, written "Grade Change Request" form stating reasons for the course grade change request, within five days of receipt of the course grade.
2. Upon request, the student/parent will be permitted to review any available records and documents belonging to the student related to the determination of how the grade was awarded.
3. The Principal/Executive Director will consult with the teacher to determine if there has been any clear mistake or clerical error, or if there has been any misidentification of the student.
4. In further consultation with the teacher, the Principal/Executive Director will determine if a change in final course grade is merited for any other justifiable reason, such as extenuating circumstances articulated and demonstrated by the student/parent, additional graded work submitted by the student, additional or make-up testing, or other meaningful criteria that can be verified.
5. The teacher who issued the course grade shall provide to the Principal/Executive Director his/her reasons to support or oppose the requested grade change and shall not be pressured into or retaliated against for making a certain recommendation.
6. As part of fact-finding, the Principal/Executive Director will meet with the student/parent and the teacher, together or separately, to determine the validity of the student's/parent's request.
7. A written, signed response which includes the Principal/Executive Director's findings and decision will be provided to the student/parent within five days of the meeting. The response shall include whether the request is denied or allowed, and the grade entered if allowed. If a grade change is allowed, the Principal/Executive Director's response shall articulate the reasons and basis for the grade change.
8. The Principal/Executive Director will be the final determinant of the decision.
9. If the Principal/Executive Director decides that a grade change is merited, in addition to the student or parent, the Principal/Executive Director shall comply with any NMPED notification requirements.
10. If the Principal/Executive Director decides that a course grade change is merited for a particular student, the grade change must be equally available and applied to all students who are similarly situated.
11. The "Grade Change Request" form and a copy of the Principal/Executive Director's decision shall be placed in the student's permanent cumulative record file. The student/parent may request of the Principal/Executive Director that the documents be removed and destroyed upon the student

transferring or graduating from the school. The Principal/Executive Director has full discretion in complying with the student's/parent's request.

Due to the urgent nature of determining whether a grade change is merited, the timelines established herein shall be considered maximums.

SABE shall strictly adhere to FERPA in administering this Grade Change Policy. Under no circumstances will the identity of the student involved in the grade change request be made known publicly, and confidentiality involving the request and the identity of the student will be maintained among those personnel involved in addressing and processing the grade change request. Additionally, the identity of any other students whose grades may be used for comparison purposes shall not be disclosed publicly, or to the student/parent making the grade change request. Adherence to FERPA requirements and regulations regarding student records and information shall be required of all school personnel.

This Grade Change Policy in no way limits or eliminates the rights afforded to parents under federal regulations 34 CFR Sections 300.618 through 300.621 under the Individuals with Disabilities Education Act, and 34 CFR Sections 99.20 through 99.22 under FERPA, both as they relate to amendment of a student's educational records.

HOLIDAYS

Attention to national and cultural holidays will generally be limited to cases in which they fit into the curriculum at a given grade level (for example, MLK Day could be studied as part of a unit on heroes, or Day of the Dead as part of a unit on holidays and cultures around the world.) Celebration of cultural holidays will be at the discretion of the teacher, being respectful of the many beliefs, customs, and cultural diversity of our community and will not pre-empt the regular instructional program. Religious holidays will not be celebrated at SABE.

HOMEWORK

The body of research shows that homework can have positive effects on student achievement if it is designed carefully, given for the right reasons and in appropriate quantities. However, there is also research indicating that inappropriate homework can damage student morale and achievement, especially at lower grade levels. Therefore, SABE holds the philosophy that homework has its uses, but that over emphasis on homework, especially in the early grades, can lead to counter-productive burdens on students and teachers.

SABE teachers will assign homework for:

- Math practice in alignment to our math program framework
- Reading practice to support the love of reading

Teachers may elect to offer other homework for family/home connections:

- Home/school projects
- Test preparation and extra practice to support

Homework will not be a central piece of the academic program and will not be used for extra credit or for punishment and will only have a limited role in practicing academic content, or making up for missed class time. The primary role of SABE parents in their children's homework will be to engage in interactive assignments when given, and to support the development of their children's study habits (especially in the early grades.) Parents will not be expected to teach content to children, nor do they need to speak or understand two languages.

Parents who wish to supplement their children's education by working with them more extensively at home are invited to communicate regularly with the teacher to coordinate any work or suggestions offered by the teacher.

In the middle school grades (6-8), the amount of homework might increase. Students will be expected to complete assignments independently at home, study for tests, and work on projects. The primary role of SABE Parents should be to help their children keep track of assignments and deadlines.

MAKE-UP WORK

The SABE curriculum is dynamic and interactive. There is no make-up work that can fully substitute for missed instructional time. For this reason, SABE puts an emphasis on **excellent student attendance**. If a student must miss school, SABE requests that the parent informs the school as soon as possible. If the absence is extended, it is the parents' responsibility to stay in regular communication with the teacher. The teacher may gather materials and assignments that help support the student's understanding of missed content, to the degree that this is possible. The student is expected to make every effort, with parental support, to work to understand the content that was missed, and to complete any assignments.

NOTICES/NEWSLETTERS

SABE will communicate in writing with parents through a monthly newsletter or as needed to announce important events. These newsletters will be shared through ClassDojo and other messages and reminders will be posted there as well. Teachers will also communicate with parents in a monthly class newsletter. All school and classroom newsletters and notices will be sent in Spanish and English, or with translation as an option.

Emergency and important notices are sent via ClassDojo, text, phone call and email. It is imperative that notices and messages be received to stay informed about school happenings. Please update your contact information often with our school registrar.

PERSONAL BELONGINGS

Toys and other prized personal belongings including jewelry, gaming devices, cellular phones, are not allowed at school, unless requested for instructional purposes. Toys or other personal belongings that interrupt instruction will be confiscated and returned to a parent. SABE resources will not be expended in searching for lost personal belongings. Damaged or missing personal belongings will not be the responsibility of SABE.

PROFESSIONALISM

At SABE, the professionalism of the teaching staff is respected and expected. This means that:

- Teachers are trained in the curriculum approaches and practices used at SABE.
- Teachers continue their own professional development on a voluntary basis, deepening their own knowledge and improving their practice.
- Teachers do what is necessary to implement a high-quality instructional program, as described in the SABE charter.
- School administration does what is necessary to support teachers in the implementation of this program.
- The main role of classroom-based educational assistants (EA) is to work directly with students, with guidance from the classroom teacher and instructional coach.

Official parent-teacher conferences are scheduled two times annually, but parents are welcome to schedule conferences with their child's teacher at other times if they have concerns or questions about their child's

progress. Parents should approach the teacher about any classroom issues before approaching the Principal/Executive Director.

TRANSLATION

As a dual language, Spanish/English program, parents will always have the opportunity to communicate in their language of preference. If a family requires another language to communicate, a request can be made and a translator will be made available, when possible. At least 48 hours prior notice must be made with administration.

VIDEO/MOVIE POLICY

Use of videos and/or movies during the SABE instructional day is limited to educational videos which support the curriculum. Any videos exceeding 10 minutes will require administrative permission and be a required part of the teacher's lesson planning. No videos or movies beyond a G-rating will be shown at any time without parent permission forms being signed.

VISITORS

At SABE we use a safety screening program that requires a state authorized driver's license or identification card. Upon entry, the DL or ID is verified by our front office clerk and scanned to determine if the visitor is authorized and cleared to enter. To ensure the safety of all SABE students and staff, all visitors must check in with the office before proceeding to the rest of the campus and will be required to wear a visitor's badge while on campus. This includes parent volunteers and observers. Prior coordination must be made with teachers to visit, volunteer or work within the school building.

VOLUNTEERS

Volunteerism at SABE is identified as those persons who willingly volunteer their time to assist at the school within the school and/or classrooms. Volunteers are welcome and can participate at SABE in a variety of ways. Every teacher has his/her own ways of using a volunteer to assist and will communicate the classroom volunteer plan to parents. Parents who wish to volunteer in a classroom should plan with the teacher. All volunteers are required to submit a criminal history waiver and have a current background check which will be housed at the school.

WEATHER/SCHOOL CANCELLATIONS

A cancelled or abbreviated school day is usually the result of bad weather. On an abbreviated day, school will begin two hours later than normal and end at the regular time. Please ensure that your contact information (phone, email) are up to date as we send an automated calls and texts to all parents using the School Messenger system. Notifications are also made on the local news broadcasts. SABE makes every effort to make decisions as early as possible in consideration of those families and staff that drive a from a far distance.

APPENDIX A

Discipline Matrix

As needed, the SABE Executive Director/principal, administrators, and classroom teachers will administer appropriate discipline in response to behavioral issues that arise. These disciplinary actions will occur progressively and in accordance with the severity of the behavior in question. School officials will act with attention to the student's past behavior, age, and other factors. Teachers and administrators will use their discretion and professional judgement in each situation, so consequences may vary.

SABE has established a disciplinary policy to protect the learning opportunities and environment for all students and staff. By following this policy, students will allow each other to benefit from a positive learning environment. Thus, any student who acts contrary to this policy will be subject to the following disciplinary action, separated according to the minimum levels of consequences as outlined below.

Documentation is required for all incidents and will be provided to parents in both English and Spanish either by hand or in the mail. All serious incidents will be reported to the state through STARS.

The school plan for disciplinary action follows discipline guidelines described in the New Mexico Administrative Code 6.11.2. This code outlines punishable offenses, as well as reasonable punishments as seen fit by the State of New Mexico.

Level 1- Handled through the student's teacher up to the 3rd offense			
Behavior	1st Offense	2nd Offense	3rd Offense
Behavioral Disruption (Profanity, name calling, rudeness, disrespect, etc.)	1 Detention	2 Detentions Parent Notification	Parent Notification Behavior Contract ½ Day ISS
Bus Disruptions	1-2 Detentions	2-3 Detentions Parent Notification	½-2 Days ISS Parent Notification Behavior Contract
Dress Code Violation	Warning Parent Contact Change to Acceptable Clothing	Warning Parent Contact Change to Acceptable Clothing	Parent Notification ½ Day ISS
Public Display of Affection	1 Detention	2 Detentions Parent Notification	½ Day ISS Parent Notification
Unexcused Tardy	Written Warning	Parent Contact	1 Detention per Unexcused Tardy

Level 2			
Behavior	1st Offense	2nd Offense	3rd Offense
Electronic Devices	Confiscate, student may retrieve at end of day	Parent Notification Confiscate, parent must pick up at the office	Parent Notification Confiscate until end of school year
Failure to Report	1 Detention	2 Detentions	1 Day ISS

Governing Board Approved: _____

	Parent Notification	Parent Notification	Parent Notification /S.R.O.
Cheating/plagiarism	Redo Assignment and Parent Notification	Loss of Assignment Credit 1 Detention Parent Notification Behavior Contract	Loss of Assignment Credit ½ Day ISS Parent Notification
Skipping class/Leaving campus	Behavior Contract 1-5 Detentions Parent Notification RRPD may be contacted	½ Day ISS Parent Notification RRPD may be contacted	1 Day ISS Parent Notification RRPD may be contacted
Inappropriate Touch	1 Detention Parent Notification Counseling may be recommended	2 Detentions Counseling Parent Notification Behavior Contract	1 Day OSS Parent Notification Review Behavior Contract
Play Fighting/Rough Housing	1 Detention	2 Detentions Parent Notification Behavior Contract	1 Day ISS Parent Notification Review Behavior Contract
Verbal Aggression/Provocation	1 Detention Parent Notification	2 Detentions Parent Notification	1 Day ISS Parent Notification /S.R.O.
Inappropriate use of technology	Written Warning Parent Notification	Loss of computer privileges for nine weeks Parent Notification	Loss of computer privileges for the semester Parent Notification Behavior Contract
Disrespect or defiance of authority	2-4 Detentions Parent Notification Behavior Contract	½ Day ISS, Parent Notification	1 Day ISS Parent Notification
Physical or aggressive contact toward a fellow student or staff member	1 Day ISS or 1 Day OSS Parent Notification, counseling, Behavior Contract	1-3 Day(s) OSS Parent Notification	3-5 Days OSS Parent Notification
Minor Theft (<\$300)	1 Detention Restitution of Stolen Item Parent Notification Behavior Contract	1 Day ISS Restitution of Stolen Item Parent Notification	1-3 Days OSS Restitution of Stolen Item Parent Notification
Falsifying official document or communication	1 -2 Detentions, possible loss of credit, Parent Notification	2 -4 Detentions, possible loss of credit, Parent Notification Behavior contract	1 Day ISS Parent Notification RRPD may be contacted

Inappropriate materials (toys, explicit materials, etc)	Confiscate and student may pick-up at the end of the day	Parent Notification Confiscate and parent must pick up in the office Behavior Contract	Parent Notification Confiscate and hold until end of the school year
Out of assigned area	1-2 Detentions	2 or more Detentions Parent Notification	1 Day ISS Parent Notification
False Accusation, Minor	½ Day ISS Parent Notification	1 Day ISS Parent Notification Behavior Contract	1-3 Days ISS Parent Notification Review Behavior Contract

Additional Consequences for Level 1 and 2 Offenses			
Behavior	4 th Offense	5 th Offense	6 th Offense
Failure to comply with disciplinary consequences, and continued negative behavior	Twice the previous offenses Parent Notification Behavior Contract	1-3 Days ISS or OSS Parent Notification Behavior Contract Review	3-5 Days ISS or OSS Parent Notification Behavior Contract Review

Level 3- Major Offenses			
Behavior	1 st Offense	2 nd Offense	3 rd Offense
Arson	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion		
Assault/Battery of a staff member or student	6-8 Days OSS Parent Notification Behavior Contract	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion	
Communicating intent to harm students or staff	1-3 Days OSS Parent Notification Behavior Contract	5 days OSS Parent Notification Behavior contract Review	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion
Bomb Threats/False Alarms/Explosives on campus	10 Days OSS Pending hearing Parent Notification Potential long-term suspension or expulsion		

Disrupting a school activity, on- or off-campus	Loss of next school activity Parent Notification	Loss of next two school activities 1-3 Days ISS Parent Notification	Loss of school activities for the remainder of the school year 1 Day OSS Parent Notification
Gang Related Activity	1 Day ISS Parent Notification	3 Days OSS Parent Notification Behavior Contract	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion
Habitual Disruption in or out of the classroom	3-5 Days OSS Parent Notification	6-9 Days OSS Parent Notification	10 Days OSS Pending hearing Parent Notification Potential long-term suspension or expulsion
Harassment (physical, racial, verbal, electronic, bullying, etc.)	1/2-2 Days ISS Parent Notification Counseling	1-3 Days OSS Parent Notification	1-3 Days OSS Parent Notification
False 911 call, Pulling fire alarm	1-3 Days OSS Parent Notification	4-10 Days OSS Possible Hearing Parent Notification	
Personal substance abuse, solicitation, or possession (includes alcohol, tobacco, drugs, look-alikes or any controlled substances including OTC and prescription drugs)	5 Days OSS Parent Notification Counseling or Referral to community substance abuse resource Behavior Contract	10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion	
Selling or distribution of any and all controlled substances, including OTC and prescription drugs	4-10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion		
Sexual Harassment	1- 2 Days ISS Counseling Parent Notification	3-5 Days OSS Parent Notification	5-10 Days OSS pending hearing Parent Notification Potential long-term suspension or expulsion
Sexual Misconduct	5-10 Days OSS pending hearing		

	Parent Notification Potential long-term suspension or expulsion		
Theft/Extortion	3 Days ISS Parent Notification Restitution Behavior Contract May contact RRPD	2-5 Days OSS Parent Notification Restitution	10 Days OSS pending hearing Parent Notification Restitution Potential long-term suspension or expulsion
Vandalism	1-5 Days OSS Loss of privileges and restitution Parent Notification	6-9 Days OSS Parent Notification Loss of privileges and restitution	10 Days OSS pending hearing Parent Notification Restitution and loss of privileges Potential long-term suspension or expulsion
Weapons (possession of any weapon or look-alike)	1-10 Days OSS, Hearing Parent Notification Potential long-term suspension or expulsion RRPD contacted		

ACKNOWLEDGEMENT FORM

SABE MANUAL

A PARENT AND STUDENT HANDBOOK

I have read the Parent/Student Handbook and agree to abide by the rules and regulations that have been stated.

Parent's Signature: _____

Date _____

Student's Signature: _____

Grade: _____

THIS PAGE MUST BE ON FILE IN THE SCHOOL OFFICE.

Governing Board Approved: _____

Sandoval Academy of Bilingual Education
4321 Fulcrum Way NE, Suite A
Rio Rancho, NM 87144

The Vigil Group LLC
8012 Pennsylvania Cir NE
Albuquerque, NM 87110

This Financial Services Agreement (Agreement) is made between Sandoval Academy for Bilingual Education, a New Mexico public charter school ("School"), and The Vigil Group LLC, Inc., (the "Contractor").

1. **Scope of Work.** The Contractor shall perform the work and staff, and otherwise do all things necessary for or incidental to the performance of work as set outlined in the Scope of Work as detailed in Exhibit "A". The School understands and agrees that for Contractor to complete the Scope of Work that School must comply with the policies and procedures outlined in Exhibit "B".
2. **Term of Agreement.** This contract is for services performed by Contractor from July 1, 2022 through June 30, 2023.
3. **Compensation.** As per the Cooperative Educational Services (CES) contract # 19-036B-C001-ALL and the CES RFP# RFP 2019-036, the School shall pay an amount equal to \$64,113 plus Gross Receipts Tax (GRT). The compensation shall accrue at \$5,342.75 plus GRT per month for performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. The amount of compensation shall be determined by CES terms or otherwise negotiated by the contractor, and the contract is contingent upon CES approval of the procurement. The contract is pursuant to the cooperative procurement provision in the NM Procurement Code "NMSA 1978 section 13-1-44 and 13-1-135".
4. **Billing Procedures.** The School will pay Contractor upon receipt of completed invoices, which shall be submitted to the School's designee not more often than monthly. The invoices shall describe and document to the School's satisfaction, the work performed and fees charged. The School shall not reimburse Contractor for expenses incurred. Payment shall be considered timely if made by the School within thirty (30) days after receipt of Contractor's invoice, which may be delivered electronically. Payment shall be sent to the Contractor at the address set forth above and made out to, "The Vigil Group LLC, Inc." No payment in advance of services or supplies to be provided under this contract shall be made by the School. The School shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
5. **Contract Management.** The contract designee for each of the parties shall be the contact person for all communications regarding the Contract. Each party shall be responsible for notifying the other of any changes to this contact information in writing.

CONTACT FOR SCHOOL	CONTACT FOR CONTRACTOR
Jackie Rodriguez Sandoval Academy for Bilingual Education 4321 Fulcrum Way NE, Suite A Rio Rancho, NM 87144 Phone: (505) 771-0555 Email: jrodriguez@nmsabe.org	Michael J. Vigil The Vigil Group LLC 8012 Pennsylvania Cir NE Albuquerque, NM 87110 Phone: 505-938-7700 Email: michael@vigilgroup.net

6. **Insurance.** The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the School should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the Contractor or subcontractors or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company(s) authorized to do business within the state of New Mexico, and shall name the School, its agents and employees, as additional insureds under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct its respective insurers to give the School and the Contractor 30-days advance notice of any insurance cancellation.

Contractor shall submit to School within 30-days of the Contract effective date, a certificate of insurance, which outlines the coverage and limits defined in this paragraph. Contractor shall submit renewal certificates as appropriate during the term of the Contract.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this contract, as follows:

Commercial General Liability Insurance Policy. Contractor shall provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Professional Liability, Errors and Omissions Insurance. The Contractor shall maintain Professional Liability or Errors and Omissions Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all program activities by the Contractor and licensed staff employed by Contractor.

Workers Compensation Insurance. The Contractor shall maintain workers compensation insurance to adequately cover its employees performing services under this Contract.

7. **Indemnification.** Each party to this contract shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this contract shall be responsible for the acts and/or omissions of entities or individuals not a party to this contract.
8. **Assignment.** Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of the School.
9. **Materials and Equipment.** Contractor shall furnish at its expense, all labor, materials, equipment and other items necessary to carry out the terms of this Contract. School specific

materials such as IRS form W-2's, 1099's, check stock and similar supplies are the responsibility of the school.

10. **Amendments.** This contract shall not be altered, changed, or amended except by instrument in writing executed by the parties.
11. **Subcontracting.** The Contractor shall not subcontract any portion of the services to be performed under this contract without the prior written approval of the School.
12. **Independent Capacity.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the School. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the School or by reason hereof, nor will the Contractor make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.
13. **Licensing and Accreditation Standards.** The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary in the performance of this Contract.
14. **Nondiscrimination.** During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.
15. **Privacy.** Personal information collected, used or acquired in connection with this Contract shall be used solely for the purposes of this Contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the School or as provided by law.

Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Contractor shall certify the return or destruction of all personal information upon expiration of this Contract. Any breach of this provision may result in termination of the Contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the School for any damages related to the Contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

16. **Savings Clause.** This Contract is contingent upon sufficient appropriations and authorization being made by the State of New Mexico Legislature to the School for the performance of this contract. If sufficient appropriations and authorization are not made by the Legislature, this contract shall terminate upon written notice of School to the Contractor.

17. **Severability**. If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this contract, and to this end the provisions of this contract are declared to be severable.
18. **Termination for Convenience**. Except as otherwise provided in this Contract, either party may, by sixty (60) days written notice, beginning on the second day after the mailing (effective date), terminate this Contract in whole or in part. If this Contract is so terminated, the School shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.
19. **Termination for Default**. Either party may terminate this contract for default, in whole or in part, by written notice to the other party if the non-defaulting party has a reasonable basis to believe that the defaulting party has:
- Failed to meet or maintain any requirement for performance under this Contract;
 - Failed to perform under or otherwise breached, any term or condition of this Contract;
 - Violated any applicable law or regulation.
- If it is later determined that the party was not in default, the termination shall be considered a termination for convenience.
- Immediately upon receipt by either the School or the Contractor of notice of termination of this contract, the Contractor shall:
- Not incur any further obligations for salaries, services or any other expenditure of funds under this contract without written approval of the School;
 - Comply with all directives issued by the School in the notice of termination as to the performance of work under this contract; and
 - Take such action as the School shall direct for the protection, preservation, retention or transfer of all property titled to the School and client records generated under this contract and any non-expendable personal property or equipment purchased by the Contractor with contract funds shall become property of the School upon termination. On the date the notice of termination is received, the Contractor shall furnish to the School a complete detailed inventory of non-expendable personal property purchased with funds provided under this contract; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Contractor.
- The rights and remedies of the parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
20. **Waiver of Default**. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the applicable party.
21. **Assurances**. The School and the Contractor agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

22. **Conflict of Interest.** The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the contract.
23. **Applicable Law.** The laws of the State of New Mexico shall govern the terms of this contract.
24. **Notices.** Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested to the address of the parties first stated in paragraph 6 above. Each party shall be responsible for notifying the other of any changes in contact and notice information.
25. **Merger.** This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
26. **Approval.** This Contract shall be subject to the written approval of the parties' authorized representative and shall not be binding until so approved.

THIS CONTRACT, consisting of 5 pages and 2 attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

The Vigil Group LLC

Sandoval Academy for Bilingual
Education

Signature

Signature

Title

Date

Title

Date

Exhibit A: Scope of Work

The Contractor will provide the following financial management services related to the School's activity from July 1, 2022 through June 30, 2023.

The Contractor will:

- Prepare the following financial reports
 - Quarterly reports
 - Periodic budget comparison statements
 - Cash flow analysis
 - Federal and state financial reports
 - Annual audit preparation including the School's trial balance, schedules and other support in connection with the audit of the School's financial statements as of June 30, 2022.
 - Prepare applications for grant and contract reimbursements and monitoring of available funds.
- Present and discuss the financial information with school administration and the Governance Council by attending monthly meetings, either in person or remotely.
- Prepare monthly bank and other account reconciliations.
- Maintain capital asset records in accordance with applicable state and federal requirements and as necessary to support the School's financial statements. The School will be responsible for maintaining the inventory including conducting periodic inventories.
- Process purchase orders as needed from submitted purchase requisitions.
- Process accounts payable and record transactions in the general ledger.
- Prepare and submit federal Form 1099 and related forms.
- Record cash receipts and accounts receivable in the general ledger.
- Maintain the general ledger and subsidiary accounting journals and ledgers.
- Prepare budget recommendations for consideration by school administration and the Governance Council.
- Assist in responding to audit findings, if any, arising from the audit of the School for the year ended June 30, 2022.
- Develop, set-up and implement the bi-weekly payroll process.
- Record payroll transactions in the general ledger.
- Provide Federal and state Payroll Tax Deposit Management.
- Provide State Payroll Tax Reporting.
- Provide Federal Payroll Tax Reporting.
- Provide New Mexico Department of Labor New Hire Compliance Reporting.
- Provide financial reports necessary to post the payroll and related expenses.
- Provide Annual W-2 Processing.
- Will respond to the external auditors.

Exhibit B: Responsibilities of the School

The School will be responsible for adopting the policies and procedures manually prepared by the Contractor. In addition, the School will be responsible for the following:

PURCHASING AND ACCOUNTS PAYABLE

- Providing timely purchase requisitions which have been approved by the principal prior to ordering of any goods or services
- Providing timely documented receiving reports for all goods and services delivered by vendors
- Notifying contractor of any invoices received at the School and submitted timely to the contractor for processing
- Notifying contractor of any vendor issues
- Maintaining vendor and the related payment files
- Establishing check signers in accordance with governing council policy.

PAYROLL

- Have contracts for employees available for review for payroll preparation
- Prepare Personnel Action Forms for payroll changes
- Submit payroll time sheets timely if applicable

BUDGET

- Working with the contractor to develop all budgets to meet the School's charter
- Reviewing budget information provided to be knowledgeable of the budget status of the School

OTHER

- Maintaining fixed assets including conducting periodic inventories
- Assisting in responding to audit findings, if any
- Provide view access to bank accounts
- Provide access to financial system for entry of records and transactions