

Public Academy for Performing Arts

Governing Council

Meeting Agenda

Tuesday, November 19, 2019, 4:15pm

Public Academy for Performing Arts Campus

11800 Princess Jeanne Ave NE, Albuquerque, NM 87112, Room 2

Type of meeting: Community / Monthly

Chair: Elizabeth Roybal

Invited to Attend:

- | | |
|---------------------------------------|--|
| 1. Elizabeth Roybal, President | 8. Mance Anderson, GC Member At Large |
| 2. Mark Huntzinger, GC Vice President | 9. Virginia Wilmerding, Staff Representative |
| 3. Jennifer Lopez, GC Secretary | 10. Carol Torrez, Staff Representative |
| 4. Barbara CampBell, GC Member | 11. Melanie Chavez, Executive Director |
| 5. Alexis Corbin, GC Member | 12. Rhonda Cordova, Business Manager |
| 6. Phil Krehbiel, GC Member | |
| 7. Lisa Miller, GC Member | |

Scheduled Guests:

Scheduled Absence: Lisa Miller

- | | |
|--|-----------|
| 1. Call to Order, Roll Call (Quorum 4/7 voting members).....Chair..... | 4:15 p.m. |
| 2. Welcome and Introductions.....Chair..... | 4:17 p.m. |
| 3. Approval of Agenda ACTION ITEMAll..... | 4:20p.m. |
| 4. Approval of Previous Meeting Minutes ACTION ITEMAll..... | 4:25 p.m. |
| 5. Open Forum for Public Comment (Form Required).....Chair..... | 4:30 p.m. |
| 6. Budget & Finance Committee Report ACTION ITEMPhil Krehbiel and Rhonda Cordova..... | 4:40 p.m. |
| a. BARS/Permanent Transfer ACTION ITEM | |
| b. Bank Transition Update | |
| 7. Executive Director's Report.....Melanie Chavez..... | 4:50 p.m. |
| a. Written Report | |
| b. APS Lease Pilot Study and Voluntary Services Agreement | |
| 8. Organizational Business.....Chair..... | 5:00 p.m. |
| a. Policy Committee ACTION ITEMMark Huntzinger | |
| i. Policies for Approval: | |
| E.2.16.2 Medical Cannabis in Schools; | |
| Student Diabetes Management; | |
| Vehicle Use Policy | |
| b. 2019-2020 Training Update.....Elizabeth Roybal..... | 5:07 p.m. |
| c. Contracted Services Matthews Fox P.C ACTION ITEMMelanie Chavez..... | 5:09 p.m. |
| 9. President's Report.....Elizabeth Roybal..... | 5:10 p.m. |
| 10. Other Announcements/Discussion.....All..... | 5:15 p.m. |
| 11. Adjourn.....Chair | |

---- Statement on Open Forum for Public Comment ----

The Governing Council welcomes public comments during the "Public Comment" portion of the governing council meeting agenda. Individuals wishing to make public comments shall complete a Public Comment form and submit it to the Council President prior to the "Public Comment" section of the meeting. Individual oral presentations will be limited to 5 minutes, unless extended by the Council President.

---- Statement of Non Discrimination ----

Public Academy for Performing Arts does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Persons requiring special accommodations should contact the administrative office at 830-3128 Ext. 0 at least 24 hours prior to the meeting. The Title IX Coordinator is the Executive Director.

---- Additional Information ----

Audit Committee – Phil Krehbiel (Chair), Jennifer Lopez, Melanie Chavez, Rhonda Cordova, Ruby Arispe, Barbara CampBell
Finance Committee – Phil Krehbiel (Chair), Rhonda Cordova, Melanie Chavez, Barbara CampBell –7:30a.m.monthly, day of Council Meeting.
Long-Range Planning – Jennifer Lopez (Chair), Melanie Chavez, Naomi Montoya, Lisa Miller, Mance Anderson
Performing Arts Committee – Elizabeth Roybal (Chair), Mance Anderson, Melanie Chavez, Naomi Montoya, Alexis Corbin
Policy Review Committee – Mark Huntzinger (Chair), Melanie Chavez, Jennifer Lopez, Virginia Wilmerding, Lisa Miller

Public Academy for Performing Arts

Draft Governing Council Meeting Minutes October 29, 2019

Date: 10/29/2019	Location: PAPA Room 2	
Governing Council Meeting		
Time: 4:21 to 5:38	Facilitator: Elizabeth Roybal	
Invitees in Attendance: Elizabeth Roybal (voting member), Mark Huntzinger (voting member) Jennifer Lopez (voting member), Phil Krehbiel (voting member), Melanie Chavez (Executive Director,) Rhonda Cordova (business manager), Carol Torrez (staff representative), Virginia Wilmerding (staff representative),		
Not in Attendance: Lisa Miller (voting member), Alexis Corbin (member), Mance Anderson (voting member), Barbara CampBell (voting member-elect)		
Guests in Attendance: Monica Westerfield, Christopher Viavant		
Discussion		Resource
1. Call to Order at 4:21 pm/ Roll Call, 4 voting members present		Elizabeth Roybal
2. Welcome and Introductions of all present.		Elizabeth Roybal
3. Approval of Agenda <ul style="list-style-type: none"> Motion to approve the agenda with the change of adding an action item regarding changing the date of the November meeting made by Jennifer Lopez and seconded by Phil Krehbiel. The motion carried 4-0. 		Elizabeth Roybal
4. Approval of Prior Meeting Minutes <ul style="list-style-type: none"> Motion to approve the agenda was made by Mark Huntzinger, seconded by Phil Krehbiel and approved 4-0. 		Elizabeth Roybal
5. Public Comment - none		Elizabeth Roybal
6. Removal of Current Member, Approval of New Member: Phil Khrehbiel made the motion to remove Mance Anderson, who has moved out of state, as a voting member and to appoint Barbara CampBell to complete his term. The motion carried 4-0. Mance Anderson will stay on as a Member-At-Large.		Elizabeth Roybal
7. Budget and Finance Committee Report: Phil Krehbiel, Melanie Chavez, and Rhonda Cordova, all members of the Finance Committee, met at the offices of Fidel, Perner and Michnovicz, LLC the morning of October 27. The committee reviewed the bank register, journal entries and spot-checked checks and expenditures. Finance committee members will now have online access to our new bank account. Rhonda Cordova shared that PAPA receives \$2000.00 a month from United Way which will now be placed in the operational account. Mark Huntzinger made a motion to approve the Budget Report with Phil Krehbiel making the second. The motion carried 4-0. a) BARS/Permanent Transfer: The following BARS were made: <ul style="list-style-type: none"> 0012-D: \$5,420.00 was transferred from 29103 (teen pregnancy) into 29130 (school based health) where it should have been originally placed 0013-IB: \$5,420.00 placed into school based health 0014-I: \$28,551.00 into General Supplies and Materials 0015-B: \$5,026.00 to establish initial fund for the GOB Library (no textbooks) 0016-IS: 291,547 for the initial allocation of HB33 funds Mark Huntzinger moved to approve all the BARS listed above. Jennifer Lopez		Phil Krehbiel Rhonda Cordova

<p>made the second and the motion carried 4-0.</p> <p>b) Bank Transition Update: Rhonda Cordova is completing the paperwork in tandem with APS to complete the transition to US Bank. The State is setting the account up for OBMS. We are waiting on APS to finish their required paperwork before we run a payroll through the new account.</p> <p>c) Quarterly Financial Report: Using the Quarterly Financial Report, the Finance Committee compared the approved budget with our current expenditures and concluded that we are on track with our spending</p>	
<p>8. Executive Director's Report</p> <p>a) Written Report: Between student performances, workshops and PDP meetings, October was a very busy month. Also, NMPED clarified some of the new testing requirements. For 11th graders, the SAT replaces the PARCC in ELA and in Math. All 10th graders will take the PSAT in English and Math. The Science Assessment based on the Next Gen Standards will be administered to 8th and 11th grade. Unless they are required for graduation, no EOC will be given. Also, the NMPED distributed new graduation requirements for each cohort.</p> <p>b) PAPA Foundation: Christopher Viavant, the new President of the PAPA Foundation, attended this meeting to share his ideas for the direction of the Foundation. As a school we need to decide the role of the Foundation and how best they can help the school obtain a facility.</p>	<p>Melanie Chavez</p> <p>Christopher Viavant</p>
<p>9. Organizational Business</p> <p>a) Policy Committee—</p> <p>i) Policies for Approval</p> <p>C.18 Right to Organize and Collectively Bargain—this was taken straight from statute and will be implemented as a result of our audit.</p> <p>C.12.1 Executive Director's Evaluation—the ED's evaluation will follow guidelines from NMPED versus the specific domains previously noted.</p> <p>B.3 Fiscal Integrity—change principal to Executive Director</p> <p>E.2.14 PAPA Violence Prevention Plan—this will now reflect recently passed legislation</p> <p>C.14 Background Investigations—this will reflect 2019 HB 431, Section 3.22-10A-5</p> <p>A.12 Council Organizational Meeting—new officers will take office at the meeting following the July organizational meeting.</p> <p>D.14.1 Grant Funds—Grants applications exceeding \$40,000.00 will be approved by the Governing Council. This also follows the procurement code.</p> <p>Jennifer Lopez made a motion to approve the new and updated policies outlined above with Phil Krehbiel making the second. The motion was approved 4-0.</p> <p>ii) New Material</p> <ul style="list-style-type: none"> E.2.16.2 Medical Cannabis in Schools; Student Diabetes Management Vehicle Use Policy 	<p>Mark Huntzinger</p>

Public Academy for Performing Arts

Draft Governing Council Meeting Minutes October 29, 2019

Phil Krehbiel made a motion to put the above policies out for public comment before the GC votes on their implementation. Jennifer Lopez made the second and the motion carried 4-0.		Elizabeth Roybal	
b) 2019-20 Training Update: Jennifer Lopez is slated to conduct an Onboarding Course on November 19, 2019 11:00-2:00 for new GC members.		Elizabeth Roybal	
10. President's Report: No report		Elizabeth Roybal	
11. Other Announcements/Discussion: None.		Elizabeth Roybal	
12. Adjourn: We adjourned at 5:38. The next meeting will be on November 19, 2019 at 4:15.		Elizabeth Roybal	
Status		Action Item	
	Resource	Due Date	

Public Academy for Performing Arts

Draft Governing Council Special Meeting Minutes October 28, 2019

Date: 10/28/2019		Location: PAPA Room 2	
Governing Council Meeting			
Time: 4:10 to 5:17		Facilitator: Elizabeth Roybal	
Invitees in Attendance: Elizabeth Roybal (voting member), Mark Huntzinger (voting member) Jennifer Lopez (voting member), Phil Krehbiel (voting member), Melanie Chavez (Executive Director)			
Not in Attendance: Lisa Miller (voting member), Alexis Corbin (member), Mandle Anderson (member-at-large), Rhonda Cordova (business manager), Virginia Wilmerding (staff representative), Carol Torrez (staff representative)			
Guests in Attendance:			
Discussion			Resource
1. Call to Order at 4:10 pm/ Roll Call, 4 voting members present			Elizabeth Roybal
2. Welcome and Introductions of all present.			Elizabeth Roybal
3. Approval of Agenda <ul style="list-style-type: none">Motion to approve the agenda was made by Phil Krehbiel, seconded by Mark Huntzinger and it carried 4-0.			Elizabeth Roybal
4. Public Comment - none			Elizabeth Roybal
5. Executive Session for Limited Personnel Matters: Mark Huntzinger made the motion to close the meeting at 4:13 and go into Executive Session pursuant to NMSA 10-15-H(2) with Liz Roybal making the second. A roll call vote was taken and passed 4-0. Limited personnel matters was the only subject addressed. At 5:17 Phil Krehbiel made a motion to take us out of Executive Session with Mark Huntzinger making the second. The motion passed 4-0 via a roll call vote.			Elizabeth Roybal
6. Action Resulting from Executive Session: The Executive Director’s evaluation was discussed. The Governing Council is pleased with her work thus far. No action was taken.			Elizabeth Roybal
7. Adjourn: We adjourned at 5:20. The next meeting will be on October 29, 2019 at 4:15.			Elizabeth Roybal
Status			Action Item
		Resource	Due Date

Budget Report as of November 18, 2019

OPERATIONAL

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>	<u>% to Budget</u>
\$3,230,214.75	(\$1,005,273.14)	(\$2,218,075.53)	\$6,866.08	0%
			\$9,131.47	<i>Reallocate to IDEA B</i>

INSTRUCTIONAL MATERIALS

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$12,550.47	(\$8,868.11)	(\$3,682.36)	\$0.00

Food Services

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$146,916.00	(\$39,329.06)	(\$101,624.71)	\$5,962.23

Activities

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$126,482.77	(\$24,366.63)	(\$36,716.53)	\$65,399.61

IDEA B

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$95,973.00	(\$25,463.06)	(\$61,378.47)	\$9,131.47

Teacher/Principal Training

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$25,774.00	(\$5,704.63)	(\$6,452.66)	\$13,616.71

Medicaid

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$29,186.74	(\$906.13)	(\$684.51)	\$27,596.10

CNM

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$2,767.13	\$0.00	\$0.00	\$2,767.13

Dual Credit

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$0.00	(\$2,825.00)	(\$2,175.00)	(\$5,000.00)
			\$11,084.00 <i>BAR 0017-I</i>
			\$6,084.00

IM Bond

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$25,994.50	(\$2,695.05)	(\$75.00)	\$23,224.45

Youth Chat Grant

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$5,419.91	(\$850.00)	(\$104.44)	\$4,465.47

Lease Assistance

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$0.00	(\$105,990.68)	(\$211,981.36)	(\$317,972.04)
			\$317,972.00 <i>BAR 0018-IB</i>

HB33

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$374,088.97	(\$89,684.05)	(\$302,399.58)	(\$17,994.66)

SB9 State Match

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$6,767.00	\$0.00	\$0.00	\$6,767.00

SB9 Tax Allocation

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$122,424.45	(\$53,474.68)	(\$26,115.23)	\$42,834.54

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: 001-047-1920-0017-I

Fund Type: Flowthrough

Adjustment Type: Increase

Fiscal Year: 2019-2020

Entity Name: Public Academy for Performing Arts

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

Contact: Rhonda Cordova, Business Manager

Total Approved Budget (Flowthrough):

Phone: 505-604-5056

Email: rhondacordova1000@outlook.com

FLOWTHROUGH ONLY	
Budget Period: 07/01/2019	To: 06/30/2020
A. Approved Carryover:	
B. Total Current Year Allocation:	
D. Total Funding Available:	

Revenue 27103.0000.41924 \$11,084

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
27103 2009 Dual Credit Instructional Materials/ HB2	1000 Instruction	56112 Other Textbooks	1010 Regular Education (K- 12) Programs	0000 No Job Class		\$11,084	\$11,084	
Sub Total						\$11,084		
Indirect Cost								
DOC. TOTAL						\$11,084		

Justification:

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.

Approvals by Digital Signature		
<u>Name</u>	<u>Role</u>	<u>Date</u>
Rhonda Cordova	Business Manager	11/17/2019 10:31:36 PM

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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: 001-047-1920-0018-IB
Fund Type: General Fund / Capital
Outlay / Debt Service
Adjustment Type: Initial Budget

Fiscal Year: 2019-2020
Adjustment Changes Intent/Scope of Program Yes or No?: No
Total Approved Budget (Flowthrough):

Entity Name: Public Academy for Performing Arts
Contact: Rhonda Cordova, Business Manager
Phone: 505-604-5056
Email: rhondacordova1000@outlook.com

FLOWTHROUGH ONLY

Budget Period: Jul 1 2019 12:00AM

To: Jun 30 2020 12:00AM

A. Approved Carryover:
B. Total Current Year Allocation:
D. Total Funding Available:

Revenue 31200.0000.43209 \$317,972

Fund	Function	Object	Program	Job Class	Present Budget	Adj Amt Exp	Adj Budget	ADD'L FTE
31200 Public School Capital Outlay	4000 Capital Outlay	54610 Rental - Land and Buildings	0000 No Program	0000 No Job Class		\$317,972	\$317,972	
					Sub Total	\$317,972		
					Indirect Cost			
					DOC. TOTAL	\$317,972		

Justification:

FY2020 Award

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

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

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

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

Approvals by Digital Signature

<u>Name</u>	<u>Role</u>	<u>Date</u>
Rhonda Cordova	Business Manager	11/17/2019 10:36:39 PM

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**Executive Director's Report
November 19, 2019**

Invitation to Staff Luncheon on Tuesday, 11/16 at 11 am!!!!

GENERAL

- Suburbans, trailer, fencing, storage boxes – waiting for HB33 \$\$, pulling permits for fencing/3 car carport , APS Lease Pilot Study
- Mill levy and bond passed
- Progress reports out
- Parent meetings with students with multiple Fs and Ds, and HS in danger of not earning credit
- Mandatory school for +/- 25 students with Fs on Monday, 11/25, students forewarned, parents will be notified by Wednesday, 11/20
- Recruiters – Army, Ft. Lewis, CNM
- Senior Parent Night/College Night – prep for remainder of senior year, college applications, scholarships, NMSU, UNM, CNM and Tech present for Q/A
- ASVAB administered to all 11th graders
- Group photos
- SAC/SHAC Social Media Safety through Attorney General's Office
- PTSO meeting with fundraising ideas for S2, poinsettia sales for holidays
- Inner Beauty Summit fieldtrip for select female students
- Meeting to bring an additional counselor (private clinician) for student support
- New hire for pm custodian – great worker and addition

PD

- In-service – staffing for students in need, SAT training, grief support training, department meetings, general meeting
- Observations, 2nd walkthroughs, post observation conferences ongoing, deadline is 12/10
- Independent Charter School Symposium Monday and Tuesday
- CNM Counselor training
- Special Education Director training
- Assessment training with changes to programs (new since last month – 10th graders test again on PSAT, different test windows for Science, SAT and PSAT, can test grades 6 – 8 on NMSSA (ELA, Math) with SAT
- In-service planned for 11/25, 26 – Senior Showcase Panels, student make up work, ALICE protocol, physicals and drug tests for drivers, final exam schedule, Math team presentation, Safe Space refresher/new staff training, SAT meetings, inclusion planning, Music department planning for Best of Music performance, Arts staff planning for Senior Showcase, Department meeting

ARTS

- Spotlight in Café monthly
- Thespian Troupe performance
- Guitar and Piano performances (full house, standing room, need new venue)
- Two students selected for UNM Art Education/Young Artist Exhibition
- Zombie Film shoot
- George Mason Festival
- Future Voices of NM Monthly Award to PAPA student
- YouthCHAT teambuilding and retreat
- GOHEADFRED Hip Hop Master Class from Florida
- Band All State Auditions
- District 7 Honor Guitar Festival

CLUBS

- NJHS Food Drive
- NJHS/NHS Sunset Fundraiser
- Student Council Craft Fair
- New clubs – Poetry Club, Chess Club, GSA (name TBD)



**APS Pilot Program for Charter Schools located in APS facilities:
2019-2020 School year**

Background:

APS currently has 6 authorized charter schools currently in lease agreements with the District.

- Digital Arts and Technology Academy (DATA)
- Montessori of the Rio Grande (MRGC)
- Public Academy of Performing Arts (PAPA)
- RFK High School- Blake
- RFK Middle School - Old Armijo
- South Valley Academy

The Goals of the Pilot Program:

- Provide a point of contact via APS Real Estate as the property management entity (PM)
- Provide an essential scope of services for these APS facility assets
- Address concerns about the lack of preventative maintenance of APS assets
- Provide guidance on PM services for the major components per existing lease
- Assure the expected life of APS buildings are met
- APS Finance Department will allocate a predetermined amount of money to M&O for the maintenance services to the Charter Schools
- Clearly communicate routine maintenance versus special projects

Challenges:

- Current lease arrangement – the current leases show the Charter Schools as responsible for maintenance
- Timelines of work orders
- Quarterly services call reports provided by M&O
- What is covered and not covered
- Accountability in the number of services calls
- Add responsibility for M&O who is already short staffed
- APS is taking on increased responsibility

APS' proposal is to allow the Charter Schools located in APS owned facilities to opt in to a pilot program to allow APS Maintenance and Operation (M&O) to respond to routine services calls. Routine maintenance does not mean special projects, which would remain the Charter School's responsibility per existing lease process. APS Finance Department will transfer funds to M&O for the 2019-2020 School Year to assist with the costs associated with maintaining APS assets currently occupied by APS Authorized Charter Schools. The Charter Schools will submit request via SchoolDude and will be given the same priority has other requests. The Charter Schools will receive quarterly reports with the numbers of calls received via SchoolDude. Preventive Maintenance such as HVAC, Broiler, heaters and fire/safe remain the same and should be covered by a third-party vendor for quarterly services per the existing leases. APS Real Estate can help guide the Charter Schools in obtaining contracts for these services. Charter Schools will have the choice to opt in/out for the Pilot Program at no changes to the existing leases.

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APS Pilot Maintenance Program

(for Charters in APS Facilities)

ALBUQUERQUE PUBLIC SCHOOLS

Electrical Services	Lamp Replacement (Same Type)	
	Ballast Replacement	
	Fire Marshall Repairs Typical (Please Note: Charter schools must schedule and pay for Fire Marshall Inspections, if new equipment is required by the Fire Marshall for any reason then HB-33 funds will be used including replacement equipment.) Third Party Maintenance Contract Required	
	General Power Troubleshooting and repairs (no lights, no power, or brown outs etc.)	
	Fire Alarm Calls for Troubleshooting (Lightning strikes, electronic boards not included)	
	Fire Alarm Yearly Inspections Third Party Maintenance Contract Required	
	Fire Extinguishers Service and Replacements (Stolen Fire Extinguisher Price Outs) Third Party Maintenance Contract Required	
	Intercom Work Orders	
	Quarterly Fire Sprinkler Inspections Third Party Maintenance Contract Required	
	Minor paving Repairs (crack filling and patching)	
	Graffiti Removal on Buildings	
	Irrigation System Repairs	
Building Services/Grounds	Minor Tree Cutting and Trimming	
	Weed Spraying (2-Times Per Year)	
	Carpet Cleaning (1-Time Per Year)	
	Monthly Pest Control	
	Quarterly HVAC Filter Changes Third Party Maintenance Contract Required	
	Kitchen Hood Fire Suppression Inspections (2-Times Per Year)	
Heating, Ventilation, and Air Conditioning (HVAC)	Air Conditioner Startup- Third Party Maintenance Contract Required	
	Air Conditioner Shut Down Third Party Maintenance Contract Required	
	Heating Startup- Third Party Maintenance Contract Required	
	Boiler Startup- Third Party Maintenance Contract Required	
	Boiler Annual Preventive Maintenance Third Party Maintenance Contract Required	
	Boiler Water Treatment (Monthly) Third Party Maintenance Contract Required	
	Air Compressor Preventive Maintenance	
	Chiller Preventive Maintenance Third Party Maintenance Contract Required	
	Service Calls for All Air Conditioner and Heating Work Orders	
	Basic Parts for Typical Service Calls Included (*Major Parts for Replacement for Systems would be HB-33)	

- Az0?
- mowing?
- weeds?
- spray?
- snow removal?

**APS Pilot Maintenance Program**

(for Charters in APS Facilities)

Plumbing Services	Backflow Inspections and Re-Certifications (Yearly)- Preventive Contract Required
	Backflow Device Repairs and Re-Builds
	Natural Gas Runs (Once Every Four Years)
	Plumbing Service Calls Work Orders
	Typical Parts Needed for Plumbing Calls Included (*Major Replacement Plumbing and Fixtures/parts would be HB-33)
Environmental Services	Environmental Inspections for Asbestos, Indoor Air Quality (IAQ), and Water
	Asbestos Management Plan Development (Yearly)
	Oversite and Management of Asbestos Abatement Projects (*Asbestos Abatement and Mold Mitigation Projects would use HB-33)
	Mold Inspections etc.
Structural Department Support	Roofing Preventive Maintenance including Patching and Inspections (Yearly)
	Parking Lot Striping As Needed
	Preventive Maintenance on Fencing and Gates
	Floor Tile Repair Work Orders (Floor Tile Replacement Projects would use HB-33 Funds)
	Spot and Wall Touch Up Painting (Painting Projects Not Included and would use HB-33 Funds)
	Carpenter Repairs and Doors
	Door Hardware Repairs and Preventive Maintenance
	Bleacher Preventive Maintenance and Repairs
	Glazing Repairs
	Weather Strip Maintenance
	Ceiling Tile Repair Work Orders
	Lock Repairs
	Welding Repair Work Orders

Don't need?

Don't need

VOLUNTARY SERVICES AGREEMENT

This Voluntary Services Agreement ("Agreement") is entered into this ____ day of _____, 20____ (the "Effective Date") by and between **ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO**, a political subdivision of the State of New Mexico ("Owner") and _____, a _____ ("Lessee" and collectively with Owner, the "Parties"), whose address is _____.

RECITALS

WHEREAS, Lessee leases from Owner that certain real property located at _____ (the "Property") pursuant to that _____ dated _____ (the "Lease");

WHEREAS, pursuant to the Lease, Lessee is responsible for the maintenance and repair of the Property;

WHEREAS, despite Lessee's obligations to care for and maintain the Property, Owner has offered to do some maintenance at Owner's sole costs and expense and at Owner's sole discretion;

WHEREAS, Owner will be transferring certain funds into its maintenance and operations account in order to complete such maintenance at Owner's sole discretion; and

WHEREAS, Lessee desires for Owner to perform this maintenance in accordance with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Maintenance.** Owner shall have the right, but not the responsibility, to enter upon the Property at any time during the Term (as defined below) to perform maintenance and repairs as Owner sees fit; however, nothing contained herein shall be construed to obligate Owner to perform any such maintenance or repairs.

2. **Continuing Responsibility.** The Parties agree that Lessee is still responsible for all maintenance and repairs in accordance with the Lease and nothing contained herein is intended to modify the Lease in any way. For the purpose of clarity, the Parties hereby explicitly agree that all terms and provisions of the Lease shall remain in full force and effect. In the event of any ambiguity or inconsistency between the terms and provisions of this Agreement and the Lease, the terms and provisions of the Lease shall prevail.

3. **Term.** The term of this Agreement shall be for one (1) year, expiring one (1) year from the Effective Date hereof (the "Term"). Upon the expiration of the Term, the Parties shall meet and confer to determine whether they desire to extend this Agreement past the Term; however, Owner shall have no obligation to extend the Term.

4. **Miscellaneous.**

4.1 **Liability.** Owner shall have no obligations under this Agreement and nothing herein shall be construed to create any liability or responsibility for Owner to maintain or repair the Property in any way. Lessee shall continue to be responsible for all maintenance and repairs of the Property and shall be responsible for any and all loss, damage or injury that might be the result of Lessee's actions or inactions under the Lease.

4.2 **Indemnification.** Lessee shall defend, save, hold harmless and indemnify Owner from any and all claims for the loss, damage or injury to any person or property arising or resulting from Lessee's responsibilities under the Lease. Notwithstanding the foregoing, if a court of competent jurisdiction determines that this provision violates the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30 (the "Act"), this provision shall be limited by such and shall be modified, if required, to comply with the provisions of the Act. Additionally, if a court of competent jurisdiction determines that this provision or any part thereof violates Article IX, Section 12 of the New Mexico Constitution, or any other similar provision thereof, this provision or the part thereof shall be of no force and effect.

4.3 **Indemnification Limitation.** To the extent, if at all, a court of competent jurisdiction determines that Section 56-7-1 NMSA 1978 applies to any indemnification provisions in

this Agreement, including certain types of insurance coverage as set forth in Section 56-7-1 NMSA 1978, such provisions shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be modified, if required, by the provisions of Section 56-7-1(B) NMSA 1978.

- 4.4 Entire Agreement. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the subjects covered herein.
- 4.5 Cancellation. Owner may cancel this Agreement at any time for any reason.
- 4.6 Severability. If any provision of this Agreement is deemed to be unlawful by a court of competent jurisdiction, the unlawful provision shall be considered stricken from this Agreement, with the remaining provisions unaffected and given full force and effect.
- 4.7 Governing Law. This Agreement is and shall be governed by and construed in accordance with the laws of the State of New Mexico.
- 4.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be a fully binding and enforceable agreement against the party signing such counterpart, but all such counterparts shall together constitute one agreement.

OWNER:

**ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT
NO. 12, COUNTIES OF BERNALILLO AND
SANDOVAL, NEW MEXICO,**
a political subdivision of the State of New Mexico

Scott Elder, APS Chief Operation Officer

Amanda Velarde, APS Real Estate Director

Date:

LESSEE:

By: _____

Its: _____

Date: _____

K:\DOX\CLIENT\11301\211\W3479088.DOCX

**LEASE BETWEEN
THE GOVERNING COUNCIL OF THE
PUBLIC ACADEMY FOR PERFORMING ARTS
AND
ALBUQUERQUE PUBLIC SCHOOLS**

This LEASE is hereby made and entered into by and between the **GOVERNING COUNCIL OF THE PUBLIC ACADEMY OF PERFORMING ARTS (PAPA)** as **LESSEE** and **ALBUQUERQUE PUBLIC SCHOOLS (APS)** AS LESSOR.

A. LEASED PREMISES:

The property being leased by PAPA from APS is the property located at 11800 Princess Jeanne Avenue NE, Albuquerque, NM 87112 (the "Acoma/PAPA site").

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This Lease will help establish responsibilities and procedures between the parties relating to use of facilities and specific activities which may be undertaken at the Acoma/PAPA site. The signatories to this Lease have authority to execute this Lease on behalf of PAPA and APS respectively.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **Authority for Use:** APS owns the Acoma/PAPA site. APS and PAPA agree that PAPA's continued occupancy of the Acoma/PAPA site, pursuant to the terms of this LEASE, is in the best interest of both parties. It is understood by the parties that APS is leasing the Acoma/PAPA site to PAPA pursuant to NMSA 1978 §22-8B-4(F). Both parties agree that PAPA shall be responsible for the cost of operating and maintaining the Acoma/PAPA site. Costs of operation and maintenance include, but are not limited to the following operating expenses:

- Electricity
- Natural Gas
- City Water/Sewer
- Bottled water dispensers and supply in classrooms
- Internet Service
- Telephone Service
- Custodial Services
- Maintenance of buildings and grounds

2. **Lease Payment Commencement:** The base Lease payment to APS shall be the sum of the lease reimbursement grant awarded to PAPA pursuant to NMSA 1978 §22-24-4(I)(1)(b). This lease payment shall be paid to APS pursuant to this LEASE beginning on July 1, 2016 through the term of occupancy by PAPA. One twelfth of the annual lease payment shall be billed each

\$ 317,972
PFSA
LEASE
ASSURANCE
2019-20
2% of budget
16

month and payment is due within 30 days after the bill is deposited in the United States Mail, properly addressed to the address set forth below, or, if the bill is not mailed, 30 days after delivery of the bill to PAPA.

3. **Reimbursement and other Grants:** PAPA may be eligible to apply for and, if approved, receive money from the state of New Mexico for leasing facilities for charter schools and other approved uses defined therein. PAPA agrees that it will join with APS in applying for funds for the Acoma/PAPA site and further agrees that it will use these funds when received to pay APS for the costs and continuing costs incurred by APS in making the site available to PAPA.
4. **HB33 Distribution:** The parties recognize that PAPA is entitled to distributions of funds pursuant to the Public School Buildings Act, NMSA 1978 §§22-26-1 *et seq.* (often referred to as "H.B. 33"). It is agreed by and between the parties that because PAPA is occupying buildings owned by APS, which buildings are therefore encompassed within the scope of the APS six-year Capital Master Plan (CMP), and because APS has certain responsibilities with respect to the physical state of the facilities, that any funds received by PAPA during the time they occupy this APS facility, pursuant to the Public School Buildings Act, shall be remitted to APS in addition to any other payments called for under the LEASE. Any funds required to be remitted to APS pursuant to this agreement shall be transmitted to APS within 30 days of receipt of those funds by PAPA. PAPA
4/2?
5. **SB9 Distribution:** The parties recognize that PAPA is entitled to distributions of funds pursuant to the Public School Capital Improvements Act, NMSA 1978 §§22-25-1 *et seq.* (often referred to as "S.B. 9"). It is agreed by and between the parties that because PAPA is occupying buildings owned by APS, which buildings are therefore encompassed within the scope of the APS six-year Capital Master Plan (CMP), and because PAPA has certain responsibilities with respect to the physical state of the facilities, that any funds received by PAPA pursuant to the Public School Capital Improvements Act shall be retained by PAPA. These funds are to be utilized to maintain and repair the facilities at the Acoma/PAPA site.
6. **Major Repairs:** APS, at its own expense, shall maintain the roof, foundation and the structural soundness of the exterior walls of the buildings in good repair, reasonable wear and tear excluded. The term "walls" as used herein shall *not* include glass or plate glass. PAPA shall immediately give APS written notice (School-dude work orders) of need for repairs, after which APS shall have reasonable opportunity to make the required repairs. Repair of damage caused by vandalism and graffiti are the responsibility of PAPA unless the vandalism causes a threat to the structural soundness of the facilities. APS reserves the right to perform the paving, common area and landscape replacement and maintenance, exterior painting, common sewage line plumbing, electrical service, technology infrastructure, HVAC systems, and items deemed as APS responsibility. Contract
7. **Annual and Daily Maintenance:** PAPA shall be responsible for all cost and expenses for a) contracting all Custodial cleaning and yearly deep cleaning throughout the facility; b) typical daily type plumbing backups and repairs; and c) everyday maintenance and common Preventative Maintenance work on leased facilities. PAPA, at its own cost and expense shall (i) maintain all

parts of the Premises, daily landscape, and grounds surrounding the premises (except those tasks for which APS is expressly responsible hereunder) in good condition, (ii) promptly make all necessary repairs and replacements, (iii) keep the parking areas, driveways and sidewalks surrounding the premises in a clean and sanitary condition. PAPA, at its own cost and expense, shall enter into a regularly scheduled preventative maintenance/service contract with a maintenance contractor approved by APS for servicing all hot water, heating and air conditioning systems and all electrical systems and equipment within the premises; or hire a Licensed Journeyman (State NM) on staff to perform said duties. The service contract(s) must include all services suggested by the equipment manufacturer in its operations/maintenance manual and standard APS Preventative Maintenance scheduled work and must become effective on or before July 1, 2016. A copy of the signed and executed HVAC/Mech/ Electrical service contract(s), or employment contract, must be submitted to APS within thirty (30) days of Lease Commencement. Should PAPA fail to enter into a regularly scheduled preventative maintenance service contract within thirty (30) days of Lease Commencement Date, or hire a licensed journeyman, APS reserves the right to enter into a service contract, on PAPA's behalf, with a qualified HVAC/Mech/Electrical contractor. PAPA agrees to reimburse APS, upon demand, for all costs associated with the procurement of this service contract to maintain the equipment in PAPA's leased premises, and to pay the selected maintenance contractor directly for all services performed.

- a. At any time, if determination is made that facilities are not being adequately maintained, written notice will be given by APS to PAPA as to the nature of the inadequacy. PAPA will have 30 days to correct the inadequacy. If no correction is made, APS will make correction and invoice PAPA. PAPA is to make payment within 30 days of invoice date, or be considered in default of this LEASE. Final collection will be withholding of SEG funds in the amount of outstanding invoices.
 - b. Recurring instances of inadequate maintenance of facilities will be grounds for consideration of termination of this LEASE.
 - c. PAPA is not to modify or renovate APS property without written permission. PAPA shall not make any alterations, additions or improvements to the Premises without prior written consent of APS. PAPA, at its own cost and expense, may erect such shelves, bins, machinery and trade fixtures as it desires provided that (a) such items do not alter the basic character of the premises or the building and/or improvements of which the Premises are a part; (b) such items do not overload or damage the same; (c) such items may be removed.
8. Site Inspections: The parties agree that maintenance and repair of the facilities is the responsibility of PAPA. As owner of the property, APS reserves the right to inspect the property at any time to verify that the facilities are being maintained at an adequate level in accordance with paragraph C7 above.
9. Site Security: APS will provide electronic monitoring services through the APS Police Department. To activate this service, please contact APS Police Chief at 505-239-6892.
10. Insurance: APS will pay for all facility related insurance risks with the understanding that PAPA remain in compliance with paragraph C7 above.

11. **Utilities:** All utility costs are to be paid by PAPA. For utilities where a separate meter is not available, APS will prorate usage from current meter based on square footage of leased building space compared to total square footage of building space served by meter. Calculation will be available on July 15th based on the previous 12 months. PAPA will pay APS 1/12 of this amount for the next 12 months with their regular monthly lease payments. Separate metering can be considered by both parties, and if agreement is reached that a separate meter is necessary and affordable, costs will be paid using PAPA's HB33 funds available in escrow with APS.

D. **MODIFICATION:** Modifications to this LEASE shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

E. **TERMINATION:** APS shall not terminate this LEASE unless PAPA's charter has been revoked or non-renewed, PAPA fails to pay rent or utilities due within 30 days, or PAPA does not maintain compliance with the terms of this LEASE. This LEASE may be terminated by PAPA upon the giving of thirty (30) days written notice, with the express understanding that termination will only occur at the end of a school year.

F. **LATE CHARGES:** A late fee of \$50 will be added to any payments due and not received within 30 days.

G. **SUBLET RESTRICTION:** Lessee, for and in consideration of this Lease and the demise of the said premises, hereby agrees and covenants with Lessor that neither Lessee nor Lessee's executors, administrators assigns or successors in interest shall assign this Lease or sublet the said demised premises, in whole or in part, without first obtaining the written consent of Lessor therefor.

H. **PRINCIPAL CONTACTS:** The principal contacts for this instrument are:

Public Academy for Performing Arts
Doreen Winn, Principal
11800 Princess Jeanne St. NE
Albuquerque, NM 87112

Albuquerque Public Schools
Tami Coleman, CFO
6400 Uptown Blvd., NE, Ste 300-E
Albuquerque, NM 87110
(505) 880-2590


I. **MUTUAL INDEMNIFICATION:** To the fullest extent permitted by law, PAPA and APS shall and do hereby agree to indemnify, protect, defend with counsel approved by the District or PAPA (whichever is the Indemnatee), and hold the other and its respective officers, directors, attorneys, employees, representatives and agents (collectively "Indemnities") harmless from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including attorney's fees), and other claims of any natures, kind, or descriptions (collectively "claims") by any person or entity, arising out of, caused by, or resulting from PAPA's or APS' performance under this LEASE and which are alleged to have been caused in whole or part by the acts or omission of PAPA or APS or anyone directly or indirectly employed by PAPA or APS. The provisions of this section shall not be

construed to eliminate or reduce any other indemnification or right which any Indemnatee has by law. The obligations contained herein shall survive the termination of the LEASE, regardless of the reason for termination.

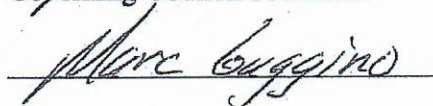
- J. COMMENCEMENT/EXPIRATION DATE. This LEASE supersedes all previous agreements pertaining to facility use, is executed as the date of last signature, and will automatically renew as long as all laws remain in place that affect this LEASE. The parties agree that the payments described in paragraph C2 and C4 above shall be made to APS effective July 1, 2016.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below:

PUBLIC ACADEMY FOR
PERFORMING ARTS



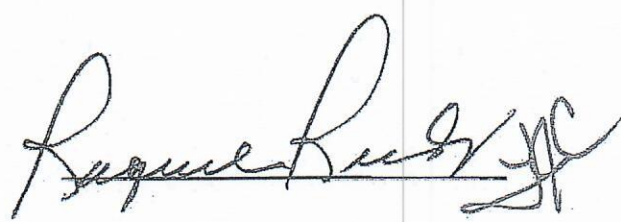
Governing Council President



(Printed Name)

Date: 9/27/16

ALBUQUERQUE PUBLIC SCHOOLS



Raquel Reedy,
Superintendent

Date: 10-3-16

New Material E.2.16.2 Medical Cannabis in Schools

This policy was developed in accordance with NMSA 22-33-5 and NMAC 6.12.10

This policy is to provide guidance and requirements for the possession, storage, and administration of medical cannabis to qualified students for use in school settings.

NMSA 22-33-5 and NMAC 6.12.10 and this policy shall be the subject of appropriate training to all school personnel on medical cannabis policies.

Definitions (from NMAC 6.12.10.7):

A. "Cannabis" means all parts of the plant cannabis, including any and all varieties, species, and subspecies of the genus cannabis, and excludes the plant cannabis sativa L. and any party of the plant, whether growing or not, containing a delta-9-tetrahydrocannabinol concentration of no more than three-tenths percent on a dry weight basis.

B. "Cannabis producer" means a person or entity licensed by the Department of Health to possess, produce, dispense, distribute, and manufacture cannabis and cannabis products and sell wholesale or by direct sale to qualified patients and primary caregivers.

C. "Certifying practitioner" means a health care practitioner who is licensed in New Mexico to diagnose a qualified patient and recommend medical cannabis as a course of treatment.

D. "Designated school personnel" means a school employee whom the Executive Director authorizes to possess, store, and administer medical cannabis to a qualified student in accordance with the provisions of Section 22-33-5 NMSA 1978, NMAC 6.12.10, the Lynn and Erin Compassionate Use Act, and New Mexico Department of Health rules regarding the Lynn and Erin Compassionate Use Act.

E. "Hemp" means the plant cannabis sativa L. and any part of the plant, whether growing, or not, containing a delta-9-tetrahydrocannabinol concentration of no more than three-tenths percent on a dry weight basis, and is exempt from the New Mexico Controlled Substances Act.

F. "License" means written authorization to licensees issued by the New Mexico Department of Health to implement the provisions of Section 22-33-5 NMSA 1978, NMAC 6.12.10, the Lynn and Erin Compassionate Use Act, and New Mexico Department of Health rules regarding the Lynn and Erin Compassionate Use Act.

G. "Licensee" means a person or entity issued a license by the New Mexico Department of Health pursuant to the Lynn and Erin Compassionate Use Act and includes school districts, local school boards, locally-chartered charter schools, state-chartered charter schools, and governing bodies of state-chartered charter schools.

H. "Licensee representative" means designated school personnel who work for a licensee and possess, store, or administer medical cannabis to a qualified student in a school setting.

I. "Medical Cannabis" means cannabis:

- (1) Recommended for treatment of a debilitating medical condition as defined in the Lynn and Erin Compassionate Use Act, in a written certification by a certified practitioner;
- (2) Dispensed by a cannabis producer that has received approval from the New Mexico Department of Health to conduct sales of medical cannabis;
- (3) Is in the form of a capsule, extract, or concentrate to be ingested through the mouth that:
 - (a) May be safely divided into measurable doses;
 - (b) is not an aerosol product consumable through smoking or in particulate form as a vapor or by burning;
 - (c) is not a food or beverage product;
 - (d) is not a salve, balm, or other topical product;
 - (e) Does not require refrigerated storage; and
- (4) Is provided to the school in package or container clearly labeled with:
 - (a) The student's name and date of birth; and
 - (b) The dosage allotment.

J. "Primary caregiver" means a parent or legal guardian.

K. "Qualified patient" means a person who has:

- (1) Been diagnosed by a certifying practitioner;
- (2) Received written certification from a certifying practitioner; and
- (3) Is currently enrolled in the New Mexico Department of Health's medical cannabis program and has received a current and valid registry identification card pursuant to the Lynn and Erin Compassionate Use Act.

L. "Qualified student" means a student who demonstrates evidence to the school that the student is authorized as a qualified patient pursuant to the Lynn and Erin Compassionate Use Act to carry and use medical cannabis.

M. "Self-administering" means the ingestion of medical cannabis by a qualified student without the presence of a primary caregiver or designated school personnel in a school setting.

N. "School" means the Public Academy for Performing Arts.

O. "School setting" means any of the following locations during a school day:

- (1) A school building;
- (2) A school bus used within the state during, in transit to, or in transit from a school-sponsored activity;
- (3) A public vehicle used within the state during, in transit to, or in transit from a school-sponsored activity in the state; or
- (4) A public site in the state where a school-sponsored activity takes place.

P. "Written certification" means a statement written by a qualified student's certifying practitioner:

- (1) In a qualified student's medical rec or in the written treatment plan statement;
- (2) Certifying that the qualified student has a debilitating medical condition pursuant to the Lynn and Erin Compassionate Use Act;
- (3) Certifying that the certifying practitioner believes that the potential health benefits of the medical use of cannabis would likely outweigh the health risks for the qualified student; and
- (4) Signed by the certifying practitioner.

Q. "Written treatment plan" means a document developed by the primary caregiver in collaboration with the certifying practitioner that:

- (1) Includes the certifying practitioner's diagnosis and description the qualified student's debilitating medical condition per the Lynn and Erin Compassionate Use Act;
- (2) Describes the plan for recommended treatment with medical cannabis, including:
 - (a) The recommended dosage allotment;
 - (b) The recommended frequency of administration of medical cannabis in a school setting; and
 - (c) Is signed by the primary caregiver and the certifying practitioner.

Administration, Possession, and Storage

Administration:

1. The Executive Director shall solicit for staff volunteers to be identified as designated school personnel who will be responsible for the possession, storage, security, and administration of medical cannabis to a qualified student. The designated school personnel will be identified in writing by the Executive Director.
 - a. The school shall not require any employee to store or administer medical cannabis.
 - b. If no school employees volunteer to be designated school personnel or no designated school personnel are available, the primary caregiver will transport, store, and administer the medical cannabis.
2. The primary caregiver will provide to the school
 - a. Demonstrate evidence to the school that the student is authorized as a qualified patient pursuant to the Lynn and Erin Compassionate Use Act. (i.e. a copy of the written certification from the New Mexico Department of Health.)
 - b. Provide a written certification.
 - c. Provide a written treatment plan, using the written treatment form posted on the Public Education Department's website.
 - d. Submit to the school a written release of liability that:
 - i. Releases from civil liability the following persons and entities for acting in accordance with the provisions of Section 22-33-5 NMSA 1978 and NMAC 6.12.10, as well as the Lynn and Erin Compassionate Use Act and applicable Department of Health rules:
 1. The Albuquerque Public School (APS) district, APS school district personnel and volunteers, APS schools, APS school personnel and volunteers, APS school boards, and APS school board members; and
 2. The Public Academy for Performing Arts (PAPA) charter school, PAPA school personnel and volunteers, PAPA governing council, and PAPA governing council members;
 - ii. Releases the persons and entities listed in the paragraph above, from any liability and reimbursement claims for costs associated with accidental spillage or waste of medical cannabis; and
 - iii. Acknowledge that the qualified student shall not be entitled to the implementation of the provisions of Section 22-33-5 NMSA 1978 and NMAC 6.12.10, as well as the Lynn and Erin Compassionate Use Act and applicable Department of Health rules, outside of this state.

- e. Submit to the school a signed Health Insurance Portability and Accountability Act (HIPAA) authorization, using the HIPAA authorization form posted on the New Mexico Department of Health's website, that permits the school to obtain current information from the Department of Health regarding the enrollment status of the qualified student in the Department of Health's medical cannabis program. The HIPAA authorization form shall be retained as a medical record.
 - f. Indicate that a written certification and a written treatment plan shall be valid for no more than one year from the date of issuance and a new written certification and plan shall be valid for one school year only.
 - g. The written certification shall be presented to the school at time of diagnosis, enrollment, or prior to, the beginning of the school year for which the written certification and written treatment plan shall apply.
 - h. Pick up from the designated school personnel any unused medical cannabis at the end of each school year or upon disenrollment, withdrawal, transfer, or graduation of the qualified student, whichever occurs first.
 - i. The written certification and a written treatment plan, a new release from liability, and a new package or container with clearly labeled identifiers including the qualified student's name, date of birth, and dosage allotment, is required upon enrollment in a new public school following disenrollment, withdrawal, transfer, or graduation from another school.
3. The primary caregiver must work with the Executive Director to create an administration plan for administration on the school campus. The administration plan outlines time, place, and manner of administration for the student.
 - a. Administration of medical cannabis will be in accordance with the written treatment plan.
 - b. Administration of medical cannabis shall not be conducted in a manner that creates disruption to the education environment or causes other students to be exposed to medical cannabis.
 - c. The administration of medical cannabis in school settings during the school day will be by the primary caregiver or designated school personnel if a designated school personnel is available.
 - d. Administration of medical cannabis after school hours for on campus school activities will be by the primary caregiver or designated school personnel if a designated school personnel is available.
 - e. Students will not possess, store, or self-administer medical cannabis in a school setting.
4. The administration of medical cannabis during outside venues used for off-campus school activities will not be conducted by the school as the Lynn and Erin Compassionate Use Act does not prohibit criminal prosecution for use of cannabis in public places.
5. Student participation in outside organization's activities is not considered a school setting or school-sponsored activity. Examples include: all state choirs.
6. The school will not transport student medical cannabis through Federal check points, such as Border Patrol check points, or airport security.
7. The school will not store, transport, or administer medical cannabis outside of the State of New Mexico.

Possession:

1. Students are banned from possession, use, distribution, sale or being under the influence of a cannabis product in any manner that is inconsistent with the provisions of this policy for qualified use for medical cannabis or the Lynn and Erin Compassionate Use Act.
2. The primary caregiver will bring to the school and provide to the designated school personnel the qualified student's medical cannabis. A receipt will be provided to the primary caregiver.
 - a. The medical cannabis will be provided in a new package or container with clearly labeled identifiers including the qualified student's name, date of birth, and dosage allotment.
3. The designated school personnel will return to the primary caregiver all unused medical cannabis no later than the end of each school year, disenrollment, withdrawal, transfer, or graduation. This return shall be at the school and a receipt will be provided to the designated school personnel,
 - a. Medical cannabis not picked up by the primary caregiver will be delivered to law enforcement for disposal.
4. In the event of spillage or waste of medical cannabis, the clean-up and destruction will be witnessed and notification will be provided to the primary

Storage:

1. The Executive Director will establish a secure location, accessible only by designated school personnel, with a locked storage container for the storage of medical cannabis.
2. A maximum of one month's supply of medical cannabis will be maintained by the school.

STUDENTS:

1. The school shall not discipline a student who is a qualified student on the basis that the student requires medical cannabis as necessary for the student to attend school.
2. The school shall not deny eligibility to attend school to a qualified student on the basis that the qualified student requires medical cannabis as a reasonable accommodation necessary for the student to attend school or an in-state school-sponsored activity.

Restrictions, Limitations, and Liability

Students are banned from possession, use, distribution, sale or being under the influence of a cannabis product in any manner that is inconsistent with the provisions of this procedural directive for qualified use for medical cannabis or the Lynn and Erin Compassionate Use Act. A student who makes a fraudulent representation to a school or law enforcement officer about the person's participation in a medical use of cannabis program may be denied permission for future access to medical cannabis in a school setting. Participation in the use of medical cannabis does not relieve the qualified student from disciplinary action for activities not authorized in the Lynn and Erin Compassionate Use Act.

A school or the district may not discipline a student who is a qualified student solely on the basis that the student requires medical cannabis as a reasonable accommodation necessary for the student to attend school.

The school shall not require any employee to store or administer medical cannabis.

New Material Student Diabetes Management

References:

NMAC 6.12.11

Sections 9-24-8, 22-2-1, 22-2-2, and 22-34-1 through 22-34-9 NMSA 1978.

Definitions used in this Student Diabetes Management policy are those found in NMAC 6.12.11.7

1. The Executive Director is responsible for the implementation and administration of the Student Diabetes Management program.
2. The Executive Director will ensure the annual diabetes training for the school designated diabetes care personnel will be provided by a licensed school nurse or licensed health care practitioner with expertise in diabetes.
3. The Executive Director will ensure that the annual training outlined in NMAC 6.12.8.F will be provided to all school personnel with a primary responsibility for supervising a student with diabetes during some portion of the school day, including activity drivers responsible for transporting a student with diabetes.
4. A minimum of two school designated diabetes care personnel are required. A school designated diabetes care person is required if a student with diabetes is attending a school sponsored activity, trip, extended offsite excursion, or extracurricular activity in which the student with diabetes is participating.
 - a. Volunteers from the staff to serve as the school designated diabetes care personnel will be solicited and trained annually and additional volunteers will be solicited and trained if less than two school designated diabetes care personnel are available.
 - b. Participation is voluntary and no school or governing body will take action against any staff member who does not volunteer to be designated.
 - c. The parent or guardian of the student with diabetes may volunteer to assume the official responsibility of diabetes care for a student diagnosed with diabetes should the parent or guardian be attending a school sponsored activity, trip, extended offsite excursion, or extracurricular activity in which the student with diabetes is participating.
5. The Diabetes Medical Management Plan is required to be submitted to the school annually if the parent or legal guardian of the student with diabetes who seeks diabetes care while at school (either utilizing the schools diabetes care personnel or by student self-administration). The school shall review and implement the plan.
 - a. Upon written request of a parent or guardian of a student with diabetes and authorization by the student's diabetes medical management plan, and upon demonstrated proficiency as certified by the parent, guardian, or medical professional, a student shall be permitted to perform diabetes self-management.
 - i. A student with diabetes and a diabetes medical management plan shall be permitted to self-manage in any area of the school or school grounds so long as it does not disrupt the education environment of other students.
 - ii. A student with diabetes and a diabetes medical management plan shall be permitted to possess on the student's person at all times all necessary supplies and equipment to perform these monitoring and treatment functions.
 - iii. If a student's parent or guardian or the student requests, the student shall have access to a private area for performing diabetes care tasks.

6. Students diagnosed with diabetes shall not be restricted from attending any school on the basis that the student is diagnosed with diabetes, the school does not have a full-time school nurse, or the school does not have trained diabetes care personnel.
 - a. The school shall not require nor compel parents or guardians to provide diabetes care for a student with diabetes at school or school-related activities.
7. Reports regarding student diabetes management required by PED and/or APS will be prepared and submitted to the Governing Body for approval prior to submitting to the PED and/or APS.

New Material xxx Vehicle Use Policy

General

For the purposes of this policy, a "PAPA vehicle" means any motorized vehicle or trailer that will be operated on public streets/property, which is owned, leased, rented, or otherwise operated by PAPA. Vehicles are considered as an extension of school property.

Activity drivers are drivers of PAPA Vehicles that transport students for planned school-sponsored activity trips.

The school will not provide home-to-school or recurring transportation that is part of the school day.

The Executive Director shall designate a Transportation Administrator who is responsible for the administration of the PAPA vehicles.

Student discipline procedures will apply during student transportation in PAPA vehicles.

PAPA vehicles are for official use only, vehicles will not be used for personal business.

Drivers' Licenses

A valid New Mexico driver's license is required to operate all PAPA vehicles.

School administration will conduct a Motor Vehicle Department query to determine the validity of the operator's driver's license.

The driver's license status will be checked with the initial and subsequent background checks. The Executive Director may require additional driver's license check at any time.

Driver's License Suspension

Should an employee have his/her driver's license suspended or revoked for whatever reason they shall not operate a PAPA vehicle. The employee shall notify the Executive Director of the license suspension or revocation.

Authorization to Operate PAPA-Owned Vehicle Minimum Requirements

All drivers of PAPA vehicles shall complete the course of instruction outlined in the Public Education Department's School-owned Activity Vehicle/SUV Driver training and a Defensive Driver Course. These courses shall be repeated every two years. All drivers shall have completed and pass a DOT approved

physical. Failure to complete these courses shall result in suspension of PAPA vehicle driving privileges until the training is completed.

Activity drivers shall provide the documentation and shall complete the courses of instruction outlined in NMAC 6.41.4.9.O.

All activity drivers shall be enrolled in a random drug testing program.

Loss of PAPA Vehicle driving privileges:

1. The person's driving license is currently suspended, revoked, or otherwise disqualified;
2. for three years if they receive a conviction for DWI or DUI. They may requalify if a written verification from a licensed counselor or physician is provided that the person has successfully completed an alcohol or drug abuse program. Online programs are not acceptable. They are permanently ineligible if they have two or more DWI or DUI convictions;
3. for five years receive a suspension or revocation of their driver's license for any serious traffic offense;
4. for three years receive convictions for more than three serious traffic offenses;
5. if they receive any convictions pursuant to Paragraph (2) of Subsection P of 6.41.4.9 NMAC; or
6. if they do not complete the previous semester's required in-service training; to become eligible again,

General Operations

The driver shall obey all applicable traffic laws, including seat belt requirements, texting and phone use while driving, and all applicable laws related to alcohol and drug use and possession.

Tobacco use/vaping shall be prohibited in PAPA vehicles.

All vehicle damage, theft, and accidents shall be immediately reported to the Executive Director, and law enforcement if there is property damage, injuries, or involve another vehicle.

Drivers shall report to the Executive Director any citations or tickets received while in a PAPA vehicle. Drivers are responsible to pay any fines associated with citations or tickets while in a PAPA vehicle – school funds shall not be used to pay fines.

Vehicle maintenance needs shall be reported to the Transportation Administrator.

Vehicle Utilization

The Transportation Administrator will develop procedures for the assignment, use, sign-out/sign-in, and maintenance/fueling of PAPA vehicles.

PAPA vehicles will not be assigned to individuals or used as take-home vehicles.

A vehicle fund will be established and each user will pay a per mile fee into the account for the vehicle maintenance and upkeep. The per mile fee will be the IRS standard mileage business rate. Fuel costs supported by receipts will be deducted from the per mile fee.

Grant or Activity funds will be used for vehicle use related to activities or grant authorized activities.

References:

NMAC 6.41.4 Standard for Providing Transportation for Eligible Students



Attorneys and Counselors at Law

Patricia Matthews
pmatthews@matthewsfox.com

office: (505) 473-3020
fax: (505) 474-3727

Susan Barger Fox
sfox@matthewsfox.com

November 14, 2019

Melanie Chavez, Executive Director
Public Academy for Performing Arts
11800 Princess Jeanne Ave. NE
Albuquerque, NM 87112

Re: Enclosed 2019-2020 Professional Services Agreement for Legal Services

Dear Ms. Chavez:

Enclosed is a Professional Services Agreement for the 2019-2020 fiscal year. If approved, the agreement will be effective from November 15, 2019 through June 30, 2020, unless terminated prior to that time pursuant to its terms. Your school may issue a purchase order on an as needed basis; however, an agreement in place establishes an attorney-client relationship and often facilitates a quick turnaround on unexpected legal issues presented to the school's administration. If you anticipate needing our legal services prior to the receipt of signatures on the Agreement, please issue a purchase order to cover those services in the interim.

We have traditionally put the Procurement Code small purchases maximum¹ for professional services agreements in the "not to exceed" clause, however, if you prefer, the amount can be reduced. In any event, the school has no obligation to use our firm's services during the year, even if the enclosed professional services agreement is signed and returned to us. Please feel free to ask questions about the agreement or to request that the maximum amount be restated, in which case a new agreement will be prepared and sent to you.

Please note that the terms of our travel reimbursement have changed, as well as attorney fee rates.

We are also enclosing a copy of "Working With An Attorney" and ask that you provide this guide to your governing body members. It is important that your council members are fully informed and that the School and the council have representation. If you or your council members have questions about our role as legal counsel, please do not hesitate to contact us.

¹ The maximum pursuant to NMSA 1978, §13-1-125 (2013) is \$60,000 (sixty thousand dollars).

Melanie Chavez, Executive Director
November 14, 2019
Page 2 of 2

We look forward to working with PAPA. If our contract is approved, please send a signed copy to us for our files.

Sincerely,
MATTHEWS FOX, P.C.

By: 

Patricia Matthews

Enclosures: Professional Services Agreement
"Working With An Attorney"

PROFESSIONAL SERVICES AGREEMENT
(LEGAL SERVICES)

This Professional Services Agreement is entered into between Public Academy for Performing Arts, a New Mexico public charter school, and Matthews Fox, P.C., a New Mexico professional corporation, this ____ day of _____, 2019. The parties agree as follows:

1. The Pubic Academy for Performing Arts ("School") hereby retains Matthews Fox, P.C. (hereinafter "Counsel"), when approved by the School's designee, as legal counsel for the purpose of representing the School in legal matters relating to the charter school's relationship with its authorizer or such other matters. Counsel is retained on an as-requested, as-assigned basis for particular matters referred to it by the School's representative, and not as general counsel to the School. Matters to be worked on by Counsel shall be referred by the designated member of the School's governing body or other designee. Counsel will not be expected to work on any matter not so referred to them, although in an emergency, if issues of importance arise before authorization can be obtained from the School designee, Counsel is authorized to act so as to protect the interests of the School to the extent necessary and reasonable in the circumstances.

2. For their services, Counsel will bill partners at the rate of \$250.00 per hour (Matthews) and \$250.00 per hour (Fox), and associates at \$175.00 per hour for standard legal services, and will bill partners at \$300.00 per hour and associates at \$200.00 per hour for services related to private bond transactions, plus applicable gross receipts taxes. To the extent reasonable and necessary, counsel may utilize the services of contract attorneys at \$190.00 per hour and/or paralegals at \$110.00 per hour, plus applicable gross receipts taxes. Monthly statements shall be sent in care of the School's Accounting Office at the address stated in paragraph 19 or as otherwise directed by the head administrator. In addition to attorney fees, Counsel's statements may include reasonable and necessary expenses of representation, including but not necessarily limited to extraordinary clerical services and supplies, conference call charges, travel at coach or government rates, on-line research expenses, copying, postage, and express mail service costs. Ordinary overhead of Counsel will not be charged. If Counsel is required to travel to the school's location or any other out-of-Santa Fe location, the Firm will charge the applicable hourly rate for travel time, plus mileage at the State of New Mexico's approved rate or air travel at actual coach rates.

3. Counsel will submit a detailed statement accounting for all services performed and expenses incurred. If the School does not dispute the statement within thirty days, client shall make payment in full. If the School finds that the services are not acceptable, within thirty days from receipt of Counsel's invoice, School shall provide Counsel a letter of exception explaining its objection to the services, and outlining steps Counsel may take to provide remedial action. Thereafter, if the satisfactory correction is made by Counsel to the invoice, then School shall pay Counsel the total amount of the invoice within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Counsel may charge interest and/or penalties for failure to make payment within the time specified herein.

4. Upon request, Counsel will give a verbal estimate of the fees and costs which may result from the firm's efforts. It is understood that estimating legal costs is notoriously difficult and, therefore, Counsel may upon request of the School periodically advise of any changes in the initial estimate that may be necessary.

5. **The School agrees to make every effort to avoid entering binding contractual or other legal obligations without prior review of Counsel, and is advised to notify Counsel immediately upon any possible claims against the school or any of its personnel for which the School intends to retain Counsel's services.**

6. Counsel shall be empowered to file law suits or administrative claims only upon resolution or prior written approval of the School's governing body.

7. The term of this agreement shall begin November 15, 2019 and be for the fiscal year ending June 30, 2020 or as otherwise agreed to by Counsel and the School. Either party may terminate the agreement by notifying the other in writing. Counsel shall be entitled to collect unpaid fees and expenses to the date of termination, plus reasonable fees and expenses for winding up and transition costs.

8. This letter agreement is contingent upon sufficient appropriations and authorization being made by the State of New Mexico Legislature for the performance of this agreement. If sufficient appropriations and authorization are not made by the Legislature, this agreement shall terminate upon written notice by the School to Counsel.

9. Counsel's status shall be at all times as an independent contractor performing professional services for the School, and shall not be considered an employee of the School. Counsel agrees that the services provided pursuant to this agreement are personal and, consequently, this agreement is not assignable. Counsel also agrees that the firm may not subcontract any services requested pursuant to this agreement without prior written consent of the School.

10. Counsel agrees to maintain, for at least three years, detailed time records that indicate the date time and nature of services rendered. These records shall be subject to inspection by the School upon reasonable notice. Counsel will request a written release from the School in the event that such records and documents are to be provided to the School district's auditor or the New Mexico's State Auditor.

11. Any confidential information provided to or developed by the Counsel in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Counsel without the prior written approval of the School.

12. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

13. The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

14. Counsel agrees to abide by all applicable federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Counsel assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Counsel is found not to be in compliance with these requirements during the life of this Agreement, Counsel agrees to take appropriate steps to correct these deficiencies.

15. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1 (G). By execution of this Agreement, Counsel acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

16. Counsel agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Counsel fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the School.

17. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

18. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

19. Any notice required to be given to either party by this Agreement 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, postage prepaid, as follows:

PUBLIC ACADEMY FOR PERFORMING ARTS	MATTHEWS FOX, P.C.
c/o Head Administrator	
11800 Princess Jeanne Avenue NE Albuquerque, NM 87112	1925 Aspen Dr., Suite 301A Santa Fe, NM 87505
Tel: 505.830.3128	Tel: 505.473.3020
Email: mchavez@paparts.org	Email: pmatthews@matthewsfox.com or sfox@matthewsfox.com
Fax: 505.830.9930	Fax: 505.474.3727

20. If Client is other than a natural person, the individual(s) signing this Agreement on behalf of Client represents and warrants that he or she has the power and authority to bind Client, and that no further action, resolution, or approval from Client is necessary to enter into a binding contract.

21. The total compensation under this Agreement shall not exceed \$60,000 excluding gross receipts taxes.

The parties have executed this Agreement as of the date of signature by the School below.

AGREED:

MATTHEWS FOX, P.C.


Patricia Matthews

Date: 11.15.2019

PUBLIC ACADEMY FOR PERFORMING ARTS

Governing Council President

Date: _____

EMAIL ADDRESS: _____

Phone No.: _____

Head Administrator

Date: _____