



EAST MOUNTAIN HIGH SCHOOL

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AGENDA

EAST MOUNTAIN HIGH SCHOOL GOVERNING COUNCIL

October 26, 2026

- I. Call to Order
- II. Roll Call
- III. Adoption of Agenda
- IV. Introduction of candidates for GC Board member positions
- V. Approval of Consent Agenda
 - A. Budget Adjustment Requests
 - B. Approval of previous meeting's minutes
 - C. Upcoming Travel Information
 - D. Bylaw Update: Open Meetings Resolution
- VI. Public Forum/Public Input
- VII. Committee Reports
 - A. Executive Director Evaluation and Support
 1. Approval of Executive Director Policy Update
 - B. Outcomes
 - C. Finance
 1. Monthly Financial Report, Check and Voucher Report
- VIII. Board Member Development and Reflection
- IX. Executive Director 1st Quarter Report
- X. Updates on Expansion
- XI. Parking Lot Items for Future GC Meetings
- XII. GC Board Member Comments
- XIII. Chair's Report/Comment
- XIV. Next Meeting Announcement
- XV. Adjournment

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public Education Department, 300 Don Gaspar Ave. Santa Fe NM 87501, ("**Department**") and East Mountain High School, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2026, Chapter 71, Section 42, Paragraph 55, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. A26K2216 ("**Project**") 6/30/2030 ("**Reversion Date**"). Laws of 2026, Chapter 71, Section 42, Paragraph 55, Five Hundred Fifty Thousand Dollars and No Cents (\$550000), to plan, design, construct, furnish and equip a suite of science, technology, engineering and mathematics classrooms and learning commons at East Mountain high school in the Albuquerque public school district in Bernalillo county.
- B. Grantee's total reimbursements shall not exceed Five Hundred Fifty Thousand Dollars and No Cents (\$550000) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Five Thousand Five Hundred Dollars and No Cents, which equals Five Hundred Forty Four Thousand Five Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and

incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: East Mountain High School
Name: Mr. Trey Smith
Title: Head Administrator
Address: 25 La Madera Rd. Sandia Park NM 87047
Email: tsmith@eastmountainhigh.net
Telephone: 505-281-7400

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Public Education Department, Capital Outlay Bureau
Name: Alyssa Marquez
Title: Financial Analyst Specialist
Address: 300 Don Gaspar Ave. Santa Fe NM 87501
Email: alyssa.marquez@ped.nm.gov
Telephone: 505-629-5821

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date (“**Early Termination**”) pursuant to Article V herein (collectively “**Term**”).
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

- A. Database Reporting
 - a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
 - b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
 - c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
 - d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.

- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:
 - i. request such additional information regarding the Project as it deems necessary; and
 - ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- b. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
 - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
 - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible

purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this

Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, East Mountain High School may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. East Mountain High School's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the East Mountain High School or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the East Mountain High School or the State Department of Finance and Administration.

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with East Mountain High School, East Mountain High School may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, East Mountain High School only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principles to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;

- ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital

signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

- H. **Modification:** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. **Statutes, Regulations, Fiscal Rules, and Other Authority:** Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. **External Terms and Conditions:** Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary:

Signature

Date

Chief Financial Officer, if applicable:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

Print Name

Title

Grantee: East Mountain High School

Fund: 31400

Project: A26K2216

Amount: \$550000

AIPP: \$5500

APPROVED BY GRANTEE:

Grantee:



Signature

8/25/26

Date

Executive Director

Title

Trey Smith

Print Name

Fiscal Officer or Fiscal Agent:



Signature

08/21/2026

Date

Business Manager

Title

Charlotte M. Archuleta

Print Name

Legal Counsel: (OPTIONAL)

Signature

Date

Print Name

Title

Grantee: East Mountain High School

Fund: 31400

Project: A26K2216

Amount: \$550000

AIPP: \$5500

EXHIBIT A
Request for Payment Form and Certification

EXHIBIT B
Notice of Department's Obligation Form

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

EXHIBIT E
Data Sharing Provisions

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Public Education Department, 300 Don Gaspar Ave. Santa Fe NM 87501, ("**Department**") and East Mountain High School, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 25, Paragraph 57, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. A25J2150 ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 25, Paragraph 57, Two Hundred Fifty Thousand Dollars and No Cents (\$250000), to plan, design, construct and equip a multipurpose facility for a school meal program and middle school expansion at East Mountain high school in the Albuquerque public school district in Bernalillo county.
- B. Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250000) ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Two Thousand Five Hundred Dollars and No Cents, which equals Two Hundred Forty Seven Thousand Five Hundred Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and

incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: East Mountain High School
Name: Mr. Trey Smith
Title: Head Administrator
Address: 25 La Madera Rd. Sandia Park NM 87047
Email: tsmith@eastmountainhigh.net
Telephone: 505-281-7400

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee:
Name:
Title:
Address:
Email:
Telephone:

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Public Education Department, Capital Outlay Bureau
Name: Alyssa Marquez
Title: Financial Analyst Specialist
Address: 300 Don Gaspar Ave. Santa Fe NM 87501
Email: alyssa.marquez@ped.nm.gov
Telephone: 505-629-5821

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date (“**Early Termination**”) pursuant to Article V herein (collectively “**Term**”).
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
 - a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
 - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
 - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

- A. Database Reporting
 - a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
 - b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
 - c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
 - d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.

- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:
 - i. request such additional information regarding the Project as it deems necessary; and
 - ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- b. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible

purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this

Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, East Mountain High School may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. East Mountain High School's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the East Mountain High School or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the East Mountain High School or the State Department of Finance and Administration.

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with East Mountain High School, East Mountain High School may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, East Mountain High School only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principles to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
 - a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance (“**SBOF**”), an entity separate and distinct from the Department.
 - a. Grantee acknowledges and agrees:
 - i. It is Grantee’s responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;

- ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital

signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

- H. **Modification:** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. **Statutes, Regulations, Fiscal Rules, and Other Authority:** Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. **External Terms and Conditions:** Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary:

Signature

Date

Chief Financial Officer, if applicable:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

Print Name

Title

Grantee: East Mountain High School

Fund: 31400

Project: A25J2150

Amount: \$250000

AIPP: \$2500

APPROVED BY GRANTEE:

Grantee:



Signature

8/25/26

Date

Trey Smith

Print Name

Executive Director

Title

Fiscal Officer or Fiscal Agent:



Signature

08/21/2026

Date

Charlotte M. Archuleta

Print Name

Business Manager

Title

Legal Counsel: (OPTIONAL)

Signature

Date

Print Name

Title

Grantee: East Mountain High School

Fund: 31400

Project: A25J2150

Amount: \$250000

AIPP: \$2500

EXHIBIT A
Request for Payment Form and Certification

EXHIBIT B
Notice of Department's Obligation Form

EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

EXHIBIT D
Project Budget Worksheet

EXHIBIT E
Data Sharing Provisions

Hotel Exceptions for Governing Council

The following hotel exceptions are submitted for review by the Governing Council, as the room price per night exceeds the standard threshold of \$249.00.

Trip #1: Nashville–Compass Training for Advisory Team

- **Dates:** September 15 – September 18
- **Travelers:** 3 Staff Members Traveling
- **Accommodations:** Gilmore Hotel
- **Details:** Most economical to share a 4-bedroom suite at the Gilmore Hotel.

Trip #2: Nashville–Synergy Training For Guidance

- **Dates:** November 6 – November 9
- **Travelers:** 2 Staff Members Traveling
- **Accommodations:** Gaylord Opryland Resort & Convention Center
- **Rate:** \$284 per night (typical conference discount from \$447)
- **Details:** Makes the most sense to stay at the conference hotel. Two rooms have been booked.

Trip #3: San Francisco–EL Conference for Middle School

- **Dates:** October 27 – October 29
- **Travelers:** 5 Staff Members Traveling
- **Accommodations:** Conference Hotel
- **Rate:** \$295 per night
- **Details:** Not yet booked, but planning to book 5 rooms. Estimated rate given per room.

East Mountain Highschool Governing Council Policies

ORIGINAL APPROVAL:

December 15, 2003

DATES REVISED:

December 12, 2005

June 12, 2006

June 11, 2007

August 10, 2009

August 9, 2010

February 14, 2011

February 27, 2012

Spring, 2020

July 28, 2025

October 26, 2026

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SECTION 1: Governance Process Policies

The policies in this section define the role of the Governing Council, how they will get their work done, and the relationship between individual Governing Council Members.

1.0 Purpose of the Governing Council

The purpose of the East Mountain High School Governing Council is to be held accountable by our community to ensure that East Mountain High School achieve its mission and purpose of educating students within the boundaries of state and federal educational statutes.

1.1 Number of Governing Council Members.

The Governing Council is composed of five to nine voting members.

1.2 Qualifications of Governing Council Members.

Any adult member of the New Mexico community who does not receive compensation from the school is eligible to serve on the East Mountain High School Governing Council. The Governing Council is composed of a broad cross-section of school stakeholders, including parents, professionals and community leaders.

- 1.2.1 The Governing Council will strive to have its membership reflect the entire East Mountain High School community.
- 1.2.2 It may choose from personal considerations such as age, gender, race, ethnicity, geographic location, and socio-economic status.
- 1.2.3 When balancing the attributes of its membership, the Governing Council will consider those who possess the following competencies: educational administration, curriculum and instruction, business administration, finance, strategic planning, policy development, law, community relations, and other areas of strategic expertise, resources and perspective needed to achieve the Vision, Mission and Stakeholder Goals of the school.

1.3 Disqualifications of Governing Council Members

The following persons are ineligible to serve as Governing Council members:

- 1.3.1 A person who is serving on the governing body of another charter school. 228B-4B NMSA (2011)
- 1.3.2 A person, or an immediate family member of the person, who is an owner, agent of, contractor with or otherwise has a financial interest in a for-profit or nonprofit entity with which East Mountain High School contracts directly, for professional services, goods or facilities.
- 1.3.3 An employee, agent or board member of the chartering authority who participated in the initial review, approval, ongoing oversight, evaluation or charter renewal process of EMHS. 22-8B-5.2C NMSA (2011)
- 1.3.4 A person who is an immediate family member of an employee of East Mountain High School. Immediate family member” means spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or any other relative who is financially supported. 22-8B-5.2B and D NMSA (2011)

- 1.3.5** Further, no voting member of the East Mountain High School Governing Council shall be employed in any capacity by East Mountain High School during the term of office for which the member was selected.

1.4 Powers of Governing Council

The Governing Council has the rights and responsibilities set forth in 22-8B-4 NMSA. Pursuant to 22-8B-4 NMSA, East Mountain High School is administered and governed by the Governing Council in the manner set forth in its Charter. Subject to the provisions of the laws of this State and any limitations in the East Mountain High School Charter or these Policies relating to action required or permitted to be taken or approved by the members, the activities and affairs of this Governing Council and East Mountain High School shall be conducted and all powers shall be exercised by or under the direction of the Governing Council of East Mountain High School.

- 1.4.1** The Governing Council not only supports the East Mountain High School Charter, it also leads the realization of the Charter and its Vision, Mission and stakeholder Goals and further establishes policies and plans consistent with these statements.
- 1.4.2** It is the Governing Council's responsibility to ensure that the East Mountain High School Charter is relevant and vital to the community it serves and also to monitor the success of the school in realizing the East Mountain High School Charter.
- 1.4.3** The Governing Council has the authority and responsibility to employ and evaluate the school Director and to fix the Director's salary.
- 1.4.4** The East Mountain High School model of governance is based on a board of directors (Governing Council) with a structure of officers, policies, and delegation of management to the East Mountain High School Director.
- 1.4.5** This model draws inspiration from the approach to governance traditionally found in nonprofit organizations. Specifically, the Governing Council is inspired by John Carver's model of Policy Governance. In this model, there is a clear distinction made between the governance work of the Governing Council and the administrative/management work of the paid staff.
- 1.4.6** In this model, the Governing Council is responsible for governing the school through policies it creates and the delegation of its authority to its lone employee/executive, the Director. GC Policies are divided into two types:
- 1.4.6.1** Governance Process Policies designed to define the roles and responsibility of the Governance Council and how it will get its work done.
 - 1.4.6.2** Outcomes Policies: These policies will define the Governing Council's expectations for what outcomes will occur as a result of their delegation of their authority to the executive (their lone employee).
- 1.4.7 Adoption, Repeal, and Revision of Policy**
- 1.4.7.1** The East Mountain High School Governing Council has the sole responsibility for the adoption of new policies or the revision or repeal of existing policies. Adoption of new policies or the revision, suspension or repeal of existing policies is solely the responsibility of the Governing

Council. Any policies not specifically prescribed by statute may be adopted, revised, suspended or revoked by a majority vote of the Council.

1.4.7.2 The Council will adhere to the following procedure in considering and adopting policy proposals to ensure that such proposals are thoroughly examined before final action:

1.4.7.2.1 Governing Council committees will submit drafts of proposed policies to the Governing Council Policy Committee for consideration and submission to the Governing Council.

1.4.7.2.2 Under unusual circumstances, the Council may, without Policy Committee review or recommendation, temporarily approve a policy to meet immediate or emergency conditions. Discussion will occur at the next Policy Committee meeting to consider the appropriateness of maintaining or revising the temporary policy resulting in a subsequent recommendation to be offered at the next Council meeting.

1.4.7.3 The Director may, in case of emergency, request suspension of any parts of policies as they pertain to the administration of the school. However, the Director must report the facts and rationale for such action at the next meeting of the Governing Council. The suspension of the policy expires at the time of said report unless the Governing Council votes to continue the suspension of the policy.

1.4.8 The Governing Council is responsible for addressing major matters through policy creation including:

1.4.8.1 Setting the school's general policies and contributing to the overall educational policies;

1.4.8.2 Approving and monitoring the annual budget and financial procedures;

1.4.8.3 Hiring and evaluating the performance of the school's Director;

1.4.8.4 Approving policies and monitoring their implementation by the Director;
and

1.4.8.5 Assuring that the school fulfills the requirements of the East Mountain High School Charter and, implementing the strategic plan.

1.4.9 Delegation of Governing Council Authority

Consistent with the best practices of nonprofit corporation management, the Governing Council delegates responsibility for running the school.

1.4.9.1 The Governing Council is not involved in handling day to day details of running the school, dealing with personnel issues, or addressing individual student needs.

1.4.9.2 To this end, the Director not only creates procedural directives for the Council's policies but also is accountable for implementing those procedures.

- 1.4.9.3 Where appropriate, the Director will delegate some responsibility to other assistants, teachers, staff and students.

1.4.10 Construction and Terms of Policies

- 1.4.10.1 If there is any conflict between the provisions of these Bylaws and the East Mountain High School Charter, the provisions of the Charter shall govern.
- 1.4.10.2 Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holding.
- 1.4.10.3 All references in these Bylaws to the East Mountain High School Charter shall be to the Charter or other founding document of this charter school filed with an office of this state and used to establish the legal existence of this charter school.

1.5 Duties of Governing Council Members

It shall be the duty of the Governing Council members to adhere to the Governing Council Roles and Responsibilities as outlined below.

- 1.5.1** The Governing Council leads the realization of and provides oversight for the school's vision, mission, stakeholder goals as established in the East Mountain High School Charter, and adopts Bylaws and policies that are consistent with the vision, mission, stakeholder goals and all legal and regulatory requirements.
- 1.5.2** The Governing Council assures that the School and the Governing Council operate in compliance with applicable laws and regulations.
- 1.5.3** The Governing Council creates a conflict-of-interest statement, and a Code of Conduct that is reviewed with, and signed by, individual Governing Council members annually.
- 1.5.4** The Governing Council accepts accountability for both the financial stability and the financial future of the institution, engaging in strategic financial planning, assuming primary responsibility for the preservation of capital assets and endowments, approving and overseeing the operating budget, and actively partners with the East Mountain High School Foundation in fundraising.
- 1.5.5** The Governing Council selects, employs, evaluates, sets the roles and responsibilities and fixes the salary for the Director of the school.
- 1.5.6** The Governing Council's primary work and focus are long-range and strategic.
- 1.5.7** The Governing Council undertakes formal strategic planning on a periodic basis.
- 1.5.8** The governing council translates that strategic plan into three types of policies.
- 1.5.8.1 Goals and strategic imperatives are translated into outcomes policies.
- 1.5.8.2 Actions and procedures deemed counter to the GC's strategic plan are translated into limitation policies.
- 1.5.8.3 The manner in which the GC will monitor the outcomes and the limitations are translated into policy.

1.5.8.4 Strategic priorities or sets annual goals related to the plan, and conducts annual written evaluations for the school, the head of the school, and the Governing Council itself.

- 1.5.9 The Governing Council keeps full and accurate records of its meetings, committees, and policies and communicates its decisions widely.
- 1.5.10 Governing Council members are actively involved in the work of the Governing Council and its committees.
- 1.5.11 It is the responsibility of each Governing Council member to study and understand the materials in the Governing Council Packet before the meeting and to comment and/or question information in said materials if and when appropriate during the meeting. Fulfilling this responsibility will add immeasurably to the efficiency and effectiveness of the Governing Council meetings.
- 1.5.12 As the leader of the school community, the Governing Council engages proactively in partnership with the Director in cultivating and maintaining good relations with school constituents as well as the broader community.
- 1.5.13 The Governing Council supports a program of professional development for the Governing Council that includes annual new member orientation, ongoing member education and evaluation, and Governing Council leadership succession planning.
- 1.5.14 The Governing Council, in close collaboration with the Director strive to continuously enhance student academic performance.

1.6 Terms of Office for Governing Council Members

With the intent of ensuring continuity of purpose within the Governing Council, Governing Council members shall hold offices for staggered terms of three (3) years to be determined and elected by the Governing Council.

- 1.6.1 The terms shall begin and expire at the first regular Council meeting of July.
- 1.6.2 Except as provided in Section 16 infra, each Governing Council member will serve until a successor is elected, sworn in, and seated.
- 1.6.3 Each Council member shall be allowed to serve two (2) consecutive full terms of office (appointment to a seat vacated prior to expiration of term and less than three (3) years shall not consist of a full term).
- 1.6.4 After one (1) year absence from being a voting member, a former Council member who had previously served two (2) consecutive terms may re-apply to serve on the Council through the procedures contained in accordance with the Council policies and procedures.
- 1.6.5 The Governing Council may execute its prerogative to extend the term of any member who has completed two (2) consecutive full terms of office and expresses a willingness to further serve by remaining on the Governing Council. The Governing Council will determine the length of the extension.

1.7 Leave of Absence

Under extraordinary circumstances, the Governing Council may, by majority vote of those

members present, interrupt a Governing Council member's term, not to exceed a period of nine (9) months, and award a Leave of Absence, after which said Council member will notify the Council of his/her continuance of term or resignation from the Council.

1.8 Removal, Resignation or Position Vacancy of Governing Council Members

- 1.8.1** Any Governing Council member may resign effective upon giving written notice to the Chair of the Governing Council, the Secretary, or the Governing Council as a whole.
 - 1.8.1.1 Unless the notice specifies a later time for the effectiveness of such resignation.
 - 1.8.1.2 Unless specified therein, no acceptance of the resignation is necessary.
- 1.8.2** Governing Council members may be removed, with or without cause.
 - 1.8.2.1 Removal occurs by a vote of two-thirds (2/3) of the members of the Governing Council.
 - 1.8.2.2 Such removal must take place at a regularly scheduled meeting.
- 1.8.3** If a Council member misses four (4) consecutive meetings, regular or special, that position may be declared vacant by a majority vote of the remaining Governing Council members, which will be done on motion by any other member of the Council.
- 1.8.4** If a Council member misses six (6) consecutive meetings, regular or special, the Chair shall declare the position to be vacant in accordance with these policies and the laws of this State.

1.9 Governing Council Member Vacancies

Vacancies on the Governing Council shall exist in the following cases.

- 1.9.1** when a Governing Council member's term of office is completed,
- 1.9.2** upon the death, resignation or removal of any Governing Council member, or
- 1.9.3** whenever the number of authorized Council members is increased for reasons determined by the Governing Council.

1.10 Recruitment and Process for Selecting New Governing Council Members

Per the direction of the Governing Council, the Council Recruitment Committee is responsible for implementing the process of identifying the most favorable individuals to meet the needs of the school, encouraging them to become part of the Council and helping them understand their roles and responsibilities.

- 1.10.1** The recruitment committee shall be responsible for interviewing, vetting, and recommending candidate(s) to fill vacancies.
- 1.10.2** The Director may serve as an ex-officio, non-voting member of the recruitment committee.
- 1.10.3** The candidate or candidates receiving the most votes of the members present shall be elected to serve the expiring or vacant terms.
- 1.10.4** A vacancy on the Governing Council may be filled by approval of either a majority of the Council members or by a sole remaining Council member.

- 1.10.5** A person elected to fill a vacancy on the Governing Council shall hold office until the end of their second three-year term, his or her death, resignation, removal from office.
- 1.10.6** The GC can extend an invitation for a GC member to serve beyond their second three-year term.
- 1.10.7** Unless otherwise prohibited by these policies or provisions of law, vacancies on the Governing Council that occur prior to the ordinary expiration of a term may be filled by approval of the Governing Council.
- 1.10.8** No Council position shall remain vacant for longer than thirty (30) days, whenever possible.

1.11 Compensation of GC members

Council members shall serve without compensation. However, they may be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their authorized duties.

1.12 Nonliability of Governing Council members

The Council members shall not be personally liable for the debts, liabilities, or other obligations of the East Mountain High School.

1.13 Indemnification of Governing Council and Officers

The Governing Council, to the fullest extent permissible by law, shall indemnify the Council members and officers of the Governing Council under the laws of this State.

1.14 Insurance for Governing Council Agents

Except as may be otherwise be provided under provisions of law, the Governing Council may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Governing Council (including a Council member, officer, employee or other agent of the Governing Council).

- 1.14.1** Insurance may be provided against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status.
- 1.14.2** Insurance may be provided whether or not the Governing Council would have the power to indemnify the agent against such liability under these policies or provisions of law.

1.15 CONFLICT OF INTEREST

Members of the Governing Council serve a public-interest role and have an obligation to conduct all affairs of the school in a manner consistent with that role.

- 1.15.1** All decisions made by the Governing Council must be made solely on the basis of a desire to promote the best interests of East Mountain High School.
 - 1.15.1.1** Council members will not use their position to try to influence any individual student outcome especially for those students who may be related to the Council member.

- 1.15.2** Council members shall annually sign a form acknowledging that he or she has read the “Conflict of Interest” statement and has disclosed all known potential or actual conflicts.
- 1.15.3** Conflict of Interest Statement:
Members of the East Mountain High School Governing Council serve a public-interest role and have an obligation to conduct all affairs of the school in a manner consistent with that role. All decisions made by the Governing Council must be made solely to promote the best interests of East Mountain High School.
- 1.15.4** Governing Council members must disclose any actual or potential conflicts of interest prior to joining the Council, or immediately after the conflict is discovered, should the conflict be discovered after becoming a member.
- 1.15.5** In addition, Council members may not use any confidential information obtained by virtue of their association with East Mountain High School for their own individual or another’s private gain.
- 1.15.6** This policy involves a member of the Council or a member of his or her immediate family or close relative (spouse, parent, stepparent, guardian, brother, sister, parent-in-law, brother-in-law, sister-in-law, child, stepchild, grandparent, aunt, uncle, niece, nephew, first cousin and grandchildren) or an organization for which a member of the Council is affiliated, including the East Mountain High School Foundation.
- 1.15.7** At first knowledge of the business, the member must disclose the actual or potential conflict and refrain from taking any action with respect to such business.
- 1.15.7.1 It is further required that disclosures must be made of all relationships and business affiliations that reasonably could give rise to a conflict of interest involving East Mountain High School.
- 1.15.7.1.1 For this purpose, affiliation is understood to exist if any Council member or member of his or her family (as defined above) is: an officer, director, trustee, partner, employee, or agent of such organization; either the actual beneficial owner of more than five percent (5%) of the voting stock or controlling interest of such organization; or has any direct or indirect dealings with such organization from which he or she knowingly benefited (i.e. through receipt of cash or other property, directly or indirectly, in excess of five hundred dollars (\$500.) a year.
- 1.15.7.2 Pursuant to the requirements of 34 CFR 74.42, no Governing Council member, officer, or agent shall participate in the selection, award, or administration of an East Mountain High School contract supported by Federal funds if a real or apparent conflict of interest would be involved.
- 1.15.7.3 A conflict of interest would arise when the Governing Council member, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ

any of the parties indicated herein, has a financial or other interest in the firm selected for the award.

1.15.7.4 The Governing Council members, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements.

1.15.7.5 However, the Governing Council may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

1.15.7.6 The standards of conduct shall provide for disciplinary actions to be applied for violations of these standards by a member of the Governing Council.

1.16 Nepotism Prohibited

The Council shall not employ or approve the employment in any capacity of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter or daughter-in-law of any Council Member, in accordance with the New Mexico State laws.

1.17 Non-voting, ex-officio members of the Governing Council, non-member stakeholder involvement.

1.17.1 The East Mountain High School Director is a non-voting, ex-officio member.

1.17.2 One staff member is invited to provide a report on school happenings every other month.

1.17.3 One staff member is invited to participate in any of the standing committees.

1.17.4 The Executive Director will publicize opportunities for staff input and involvement in board committee work.

1.17.5 One student is invited to provide a report on schools happenings every other month.

1.17.6 Staff and student involvement shall be for one year terms, unless otherwise deemed appropriate by the Governing Council and Executive Director.

1.17.7 Roles and Responsibilities of non-voting, ex-officio members of the Governing Council.

The inclusion of these ex-officio members is to enrich the deliberations of the Council and to create and maintain a collaborative relationship with their respective constituencies.

1.17.7.1 The Director shall serve as the primary decision maker on all educational issues and will make recommendations to the Council when appropriate and upon request. *Unless otherwise noted, limitations of ex-officio members will exclude the Director.*

1.17.8 Ex-officio, non-voting members access to information.

Ex-officio members have access to all materials distributed to the voting Council with the exception of those which relate to personnel matters or legally privileged information. The Director will not be subject to this limitation.

1.17.9 Ex-officio, non-voting members meeting participation.

Ex-Officio members represent their particular group with fairness and accuracy, separating when they are speaking on behalf of the group from when expressing as an individual.

1.17.9.1 Members participate as contributing Council members in all council meetings, both regular and special as well as designated work sessions.

1.17.9.2 Ex-officio members (except the Director) *shall not* actively participate in closed sessions as defined in the Open Meetings Act

1.17.10 Ex-officio, non-voting members expectations.

Individual ex-officio Council members are expected to conform to all standards applicable to voting members as described in the East Mountain High School Charter, as well as to sign appropriate sections of the East Mountain High School Ex-Officio **Governing Council Code of Ethics**.

1.17.10.1 Attend all scheduled Governing Council meetings insofar as possible, and devote the time, thought and study to the duties and responsibilities of an ex-officio Governing Council member in order to render effective and creditable service;

1.17.10.2 Understand that ex-officio members are subject to the rules of the Governing Council attendance as written in the Governing Council Bylaws;

1.17.10.3 Work with my fellow Governing Council members in a spirit of openness, harmony and cooperation in spite of differences of opinion that may arise during vigorous debate of points of issue;

1.17.10.4 Remember, at all times, that, ex-officio members have no Council standing outside of the meeting of the Council, and, as such, conduct relationships with the school staff, local citizenry, and all communication media on that basis;

1.17.10.5 Avoid being placed in a position of conflict of interest and refrain from using the Governing Council position for personal or partisan gain;

1.17.10.6 Contribute to, and maintain a professional atmosphere within the school environment by voicing concerns regarding school employees only to the East Mountain High School Principal;

1.17.10.7 Welcome and encourage cooperation and participation by citizens of the community for better understanding of their needs and improvement of relations with the public served;

- 1.17.10.8 Welcome and encourage cooperation and participation by teachers, administrators and other personnel in developing policies that affect their welfare and that of the students served;
- 1.17.10.9 Avoid speaking on behalf of the Governing Council except at those times authorized by the Governing Council by official action;
- 1.17.10.10 Stay informed about current educational issues through individual study and participation in voluntary and mandatory training programs;
- 1.17.10.11 Make sure the school has financial support, within the capabilities of the community and the state, to support its mission and goals;
- 1.17.10.12 Listen to members of the school community, referring all concerns to the proper authorities, and discussing such concerns only at an authorized Governing Council meeting if an administrative resolution fails;
- 1.17.10.13 Speak on behalf of the group represented, clearly distinguishing the group's interest from personal ideas and opinions, and;
- 1.17.10.14 Understand that ex-officio members do not attend closed Governing Council sessions.

1.17.11 Replacement of Ex-Officio Members (except the Director)

In a case of malfeasance, non-attendance, breach of ethics, or resignation of an ex-officio member, the Council, with recommendations from the appropriate constituencies, may choose to request that the representative group appoint another representative to complete the term of the disengaged ex-officio member.

1.18 Governing Council Meetings

The East Mountain High School Governing Council will meet at least once each month to hear reports, consider and adopt policies, act on committee recommendations, allow for public input, and engage in public discourse about matters of the school.

1.18.1 Location of Regular of Meetings

Meetings shall be held at East Mountain High School unless otherwise provided by the Governing Council or at such other place as may be designated from time-to-time by resolution of the Governing Council of East Mountain High School.

1.18.2 Agenda for Regular Meeting

- 1.18.2.1 The East Mountain High School Governing Council Chair and the Director set the Governing Council meeting agenda.
- 1.18.2.2 Every East Mountain High School Governing Council agenda shall contain a list of specific items of business to be discussed or transacted at the meeting.
- 1.18.2.3 Except for emergency matters, the East Mountain High School Governing Council shall take action only on items appearing on the agenda.
 - 1.18.2.3.1 The Governing Council may discuss, but cannot take action on, items that do not appear on the agenda.

1.18.2.3.2 Action on items outside the agenda must be taken at a subsequent special or regular meeting.

1.18.2.4 The Governing Council must provide an agenda for an emergency meeting, but it needs to be available at least 24 hours before the meeting. If an emergency matter arises too late to appear on a meeting's agenda, the Governing Council may take action on, as well as discuss the matter.

1.18.2.5 No later than two working days before the regular meeting, the approved agenda is sent to the school office for posting.

1.18.2.5.1 The current agenda is also distributed to the East Mountain High School E-mail Distribution List and published on the East Mountain High School Webpage.

1.18.2.5.2 For a Regular or Special Meeting, the agenda will be sent to the East Mountain High School E-Mail Distribution List no later than the end of the workday two business days in advance of the meeting.

1.18.2.6 In the case of an Emergency Meeting, all attempts will be made to provide that the agenda is sent to the East Mountain High School E-mail Distribution List no later than twenty-four hours in advance of the meeting..

1.18.3 The Council Meeting Packet.

1.18.3.1 The Governing Council will provide a Council Packet of preparatory materials for each of its regular meetings.

1.18.3.2 The Governing Council Chair, the Governing Council Secretary, and the Director (or their delegate) will assemble the Governing Council ePacket collaboratively. The Council ePacket will contain:

1.18.3.2.1 the meeting agenda;

1.18.3.2.2 the minutes of the previous meeting;

1.18.3.2.3 written administrative reports;

1.18.3.2.4 Council committee reports;

1.18.3.2.5 supportive and explanatory documents for agenda business items to be discussed and/or acted upon, particularly proposals by Governing Council committees, and

1.18.3.2.6 any other material(s) deemed necessary for the quality operation of the Council. The Governing Council Packet will be made available to the Governing Council in the School Office at least two business days before each regular meeting. Governing Council members may either pick up their Packet or choose to have it mailed to their home address.

1.18.4 Public Comment During Regular Meetings

- 1.18.4.1 Time will be allowed for citizens to speak on their concerns at the regular East Mountain High School Governing Council meetings.
- 1.18.4.2 An individual may speak on any item that appears on the adopted agenda by being recognized by the Chair of the Governing Council.
- 1.18.4.3 Governing Council members are not to engage in conversation with or debate community concerns unless so authorized by the Chair.
- 1.18.4.4 All presentations by the public to the Governing Council should be given during the Public Comments section of the agenda, and those individuals should limit their remarks to three (3) minutes.
- 1.18.4.5 The Chair may modify these procedures when deemed appropriate.

1.18.5 New Mexico Open Meetings Act.

Governing Council meetings will reflect the requirements of the New Mexico Open Meetings Act.

- 1.18.5.1 Regular meetings of the Governing Council members shall be held in accordance with the annually adopted New Mexico Open Meetings Act Resolution.
- 1.18.5.2 Public or other notice of such meetings shall be timely and in accordance with that resolution, these Bylaws and the New Mexico Open Meetings Act.
- 1.18.5.3 The Council may recess any Open Meeting and reconvene, if prior to recessing the Council specifies for the minutes the date, time, and place for the continuation of the meeting, the reason for the recess, and immediately prior to recessing, posts notice of the date, time, place and agenda of the reconvened meeting on or near the door of the place where the meeting was held, or in accordance with the New Mexico Open Meetings Act Resolution.
- 1.18.5.4** Resolution to be voted on each July below:

**Governing Council
East Mountain Middle & High School
EMHS Resolution 2026-2027**

WHEREAS, the East Mountain Governing Council is a public body established to form policy and provide oversight of the operations of East Mountain High School; and

WHEREAS, the East Mountain High School Governing Council met in regular session at East Mountain High School on October 26, 2026 at 4p.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to 4) states that , except as otherwise provided in the Constitution or the provisions in the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Governing Council of East Mountain to determine annually what constitutes reasonable notice of its public meetings;

NOW THEREFORE, BE, IT RESOLVED, by the East Mountain Governing Council that:

- 1) All Governing Council meetings during the 2026-2027 school year shall be held at East Mountain High School at 4:00p.m. or as indicated otherwise in the meeting notice. Meetings may be held electronically via Zoom as needed. All meeting notification requirements if notice of the date, time, place and agenda are posted in the East Mountain High School Administrative Office and e-mailed to the East Mountain High School E-Mail Distribution List. Copies of the written notice shall be made available to newspapers of general circulation that have made a written request for notice of public meetings.
- 2) Regular meetings shall be held on the last Monday unless otherwise specified. This agenda shall be disseminated to those on the East Mountain High School Board Book website.
- 3) A special meeting may be called by the Chair of the Governing Council or a majority of the members upon three days' notice. The agenda shall be available to the public at least twenty-four hours before any special meeting.
- 4) An emergency meeting will be called only for unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The East Mountain Governing Council will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or a majority of the members upon twenty-four hours, notice, unless threat of personal injury or property damage requires less notice.
- 5) In addition to the information specified above, all notices shall include the following language: *"If you are an individual with a disability who is in need of a reader, amplifier, or qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Chair of the Governing Council at least one (1) week prior to the meeting*

or as soon as possible. Public documents, including the agenda and minutes, can be located on the school's website at eastmountain.org. Please contact the Secretary of the Governing Council at East Mountain High School if a summary or other type of accessible format is needed."

- 6) The East Mountain High School Governing Council may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act
 - a) If any meeting is closed during an open meeting, such closure shall be approved by a majority roll-call vote of a quorum of the East Mountain Governing Council taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
 - b) If a closed meeting is conducted when the East Mountain Governing Council is not in an open meeting. The closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.
 - c) Following the completion of any closed meeting, the minutes of the meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.
 - d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the East Mountain High School Governing Council in an open public meeting.
- 7) A member of the Governing Council may participate in a meeting of the Council by means of a conference telephone call or other similar communications equipment when it is difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
- 8) Once transcribed and approved, all minutes produced as a result of open meetings will be available to the public on the school's website eastmountain.org and in accordance with the Open Meetings Act.
- 9) This resolution will become effective on October 26, 2026

PASSED, APPROVED, AND ADOPTED BY THE EAST MOUNTAIN GOVERNING Council on this 26th day of October, 2026.

1.19 Closed Meetings

Closed meetings of the Governing Council are limited to those subject matters allowed to be closed to the public under the New Mexico Open Meetings Act, NMSA 1978 § 10-151.

- 1.19.1** A closed meeting may be called during an Open Meeting or when the Council is not meeting, according to the provisions of law.
- 1.19.2** Any Council member may attend a meeting via teleconference if unable to attend in person.
- 1.19.3** No business other than the business on the published agenda for a closed meeting may be covered in a closed meeting of the Governing Council, and no action shall be taken.
- 1.19.4** At the next Open Meeting immediately following the closed meeting, the Council shall state on the record that a closed meeting was held, the date, time and place, and that nothing other than the published matter or matters were discussed.
- 1.19.5** A reconvened meeting shall constitute the next Open Meeting for purposes of this requirement. This shall be done in accordance with NMSA 1978 § 10-15-1(I).

1.20 Special Meetings

Special meetings of the Governing Council may be called by the Chair of the Governing Council, the Vice-Chair/Chair-Elect, or by any two (2) Council members together.

- 1.20.1** Such meetings shall be held at the Director's office of East Mountain High School or, if different, at the place designated by the person or persons calling the special meeting.
- 1.20.2** All special meetings shall be noticed and held in accordance with the New Mexico Open Meetings Act and the Open Meetings Act Resolution.
- 1.20.3** Any Council member may attend a meeting via teleconference if unable to attend in person.
- 1.20.4** The Governing Council may, in its discretion, adopt a course of action that some meetings will be working and/or training sessions at which no action shall be taken.
 - 1.20.4.1** These meetings shall be open to the public and announced in the local media pursuant to the New Mexico Open Meetings Act Resolution.
 - 1.20.4.2** At these meetings, the Governing Council may also approve the minutes from a previous meeting in order to expedite timely public notification.

1.21 Meeting of Council Organization

The organizational meeting for each term shall be at the first regular meeting in July. At that meeting, all Council members will be seated, and the officers shall be elected. It is recommended that the Governing Council include the following items on the agenda of its annual Organizational Meeting:

- 1.21.1** Council Evaluation. Evaluation of last year's Governing Council operation – The Council will conduct an East Mountain High School annual review of the Governing Council goals and assess the effectiveness of the ongoing Council

operation, either at this organizational meeting or at the final meeting of the previous school year.

- 1.21.2** Council Seating. Seating of the Governing Council members for the upcoming year – The Chair will seat all Council members who will sign the Governing Council Code of Conduct and the Governing Council Conflict of Interest.
- 1.21.3** Determination of Council Terms. The Governing Council will designate new member terms to assure, to the extent reasonable feasible, that at least a majority of members will carry over from one year to the next.
- 1.21.4** Officer Election. Election of the chair, statement of the chair's declaration of target length of service, election of vice-chair/chair elect, and election of secretary.
- 1.21.5** Meeting Date and Time. Determination of the monthly regular meeting date(s) for the upcoming year.
- 1.21.6** In compliance with the stipulations of the New Mexico Open Meetings Act, the Council Secretary will prepare the annual resolution certifying the information above for Council approval at the first regular meeting following the Organizational Meeting.
- 1.21.7** Retiree Recognition.
- 1.21.8** At the Direction of the Council development Committee, the Council members retiring during the past Council year will be recognized for their service via a plaque and Council resolution.

1.22 Notice of Meetings to Council Members

Unless otherwise provided by these Bylaws, or the laws of this State, the following provisions shall govern the giving of notice for meetings of the Governing Council to Council Members:

1.22.1 Regular Meetings.

1.22.1.1 If the regular meeting of the Governing Council is determined by the Governing Council to be held consistently, no notice to Council members need be given.

1.22.1.2 However, if regular meetings are held only at the discretion of the Governing Council, then at least one-week prior notice shall be given by the Chair or the Secretary or an individual so authorized by the Chair to give such notice.

1.22.2 Special Meetings.

1.22.2.1 The Chair or the Secretary of the Governing Council shall give at least one-week prior notice to each Council member of each special meeting of the Governing Council, unless the meeting is called on an emergency basis consistent with the New Mexico Open Meetings Act and the Open Meetings Act Resolution.

1.22.2.2 Such notice may be oral, written, or electronic, may be given personally, by first class mail, by telephone, by e-mail, or by facsimile, and shall state the place, date and time of the meeting and the matters on the agenda for action or discussion at the meeting.

- 1.22.2.3 In the case of facsimile or e-mail notification, the Council member contacted shall acknowledge personal receipt of the facsimile or e-mail notice by a return message or telephone call within twenty-four (24) hours of the initial facsimile or e-mail transmission.

1.22.3 Closed Meetings.

The Chair or the Secretary of the Governing Council shall give at least one-week prior notice to each Council member of each closed meeting of the Governing Council in the same manner as for special meetings in subsection above.

1.22.4 Waiver of Notice.

- 1.22.4.1 Whenever any notice of a meeting is required to be given to any Council member of this Governing Council under provisions of these Bylaws or the law of this State, a waiver of notice in writing signed by the Council member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

- 1.22.4.2 Attendance at the meeting, recorded in the official minutes, shall be deemed to be a valid waiver by a member who was not noticed pursuant to these provisions.

1.23 Quorum for Meetings

- 1.23.1** A quorum is defined as a majority of voting Governing Council members and a majority vote will constitute the action by the Governing Council.

- 1.23.2** Except as otherwise provided under these Policies, or provisions of law, discussion may occur, but no decisions will be made by the Governing Council at any meeting at which the required quorum is not present, and the only motion which the Chair shall entertain at such meeting is a motion to adjourn.

- 1.23.3** Any Council member may attend a meeting via teleconference if unable to attend in person.

- 1.23.3.1 The physical setup must be in accordance with the conditions of the New Mexico Open Meetings Act.

- 1.23.3.2 The member participating via teleconference will also be considered as present when deciding a quorum.

1.24 Conduct of Meetings

Meetings of the Governing Council shall be presided over by the Chair of the Governing Council.

- 1.24.1** Or, if no such person has been so designated, or, in his or her absence, by the Vice-Chair if in attendance, or by Chair chosen by a majority of the Council members present at the meeting.

- 1.24.2** The Secretary of the Governing Council shall act as secretary of all meetings of the Governing Council, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

- 1.24.3** Robert's Rules of Order Revised shall govern the Governing Council meetings, except when other regulations prevail. When appropriate, the Chair may use

discretion in the adherence to any procedural rule.

1.25 Majority Action as Governing Council Action

Every act done or decision made by a majority of the Council members present at a meeting duly held at which a quorum is present shall be construed as an act of the entire Governing Council, unless these policies require a greater percentage or different voting rules for approval of a matter by the Governing Council.

1.26 One-Voice Principle

The GC subscribes to the “one voice” best-practiced described by John Carver in the Policy Governance model.

- 1.26.1** As such, the Governance Council can act only as a plurality where quorum exists.
- 1.26.2** By definition, then, there is no such thing as an individual governing council member.
- 1.26.3** When operating outside of quorum, all GC members serve as volunteers without GC authority except as explicitly delegated to them by the entire GC.
- 1.26.4** When in the minority of a GC decision, it is expected that you will be publicly and privately in support of the majority following a decision.

1.27 Governing Council Use of Committees

- 1.27.1** The GC uses various committees to assist in accomplishing the work of governance.
- 1.27.2** The Governing Council may choose to adopt rules and regulations pertaining to the meetings of its committees to the extent that such rules and regulations are not inconsistent with the provisions of these Policies.
- 1.27.3** If any committee meeting has a quorum of Governing Council members in attendance, it must follow the procedures outlined for an open Governing Council meeting.
- 1.27.4** In addition to standing committees that accommodate policies, procedures and budget oversight, the East Mountain High School Governing Council shall create such committees that are necessary for the operation of the school and for the principal work of the Council, including the support necessary for the realization of the East Mountain High School Charter and the East Mountain High School Vision, Mission and Stakeholder Goals.
- 1.27.5** Committees may be modified, added or deleted when determined necessary by resolution of the Council.
- 1.27.6** Each Governing Council committee shall be chaired by a member of the Governing Council appointed by the Council Chair, and shall include at least one other Council member as a committee member, when possible.
- 1.27.7** Additional committee members shall be appointed by the respective committee chair, and, where appropriate, shall be representative of the school community – staff, parents, and community members. When appropriate, some committees may also include students.

- 1.27.8** Council committees are non-decision making but have the power as they fulfill their responsibility to recommend to the full Governing Council.
- 1.27.9** The Council Chair may from time-to-time appoint any other committees he/she deems necessary.
- 1.27.9.1 These committees will consist of persons designated by the Governing Council Chair and shall act in an advisory capacity to the Governing Council.
- 1.27.9.2 Ad hoc committees may be established either to make recommendations to the Governing Council, to evaluate the advantages and disadvantages of optional actions, or for any other support function to assist the Council.
- 1.27.9.3 Examples include a Principal Search Committee, a Council Recruitment Task-Force, a Conflict Resolution Committee, or a committee to suggest alternative actions for consideration by the Council.
- 1.27.9.4 Because of its importance, the GC has provided specific policies regarding Director Search Committee below:
- 1.27.9.4.1 East Mountain High School shall select and hire the best possible Principal to lead the school to achieve its Vision, Mission, and Goals.
- 1.27.9.4.2 Council assigns several of its members to staff an ad hoc search committee.
- 1.27.9.4.3 The search committee will be chaired by a GC member.
- 1.27.9.4.4 The appointed Council members meet in preliminary sessions to outline the search process, including the scope of the search, funds required, a tentative timeline for the key decision points, a method of interviews and decision making and selection criteria.
- 1.27.9.4.5 The full committee membership is solicited, and should include a minimum of two of each of the following school stakeholders: students, teachers, administration/staff, parents and community
- 1.27.9.4.6 Operating principles of Principal Search Committee:
- 1.27.9.4.6.1 There will be an equal opportunity for participation by all stakeholder groups and all individuals within those groups.
- 1.27.9.4.6.2 The selection process will focus on a definition of desired characteristics for the new principal.
- 1.27.9.4.6.3 These characteristics will be linked to the Vision, Mission, and Charter.
- 1.27.9.4.7 The Committee reviews the search process outline, then proceeds to design and post notices of vacancy as defined in the scope of the search.
- 1.27.9.4.8 During this time, members meet with their constituencies to establish the content and format of the interviews.

- 1.27.9.4.9 All stakeholder groups have the opportunity to interview candidates and provide ranking to Council.
- 1.27.9.4.10 After all applications are received, those candidates meeting the minimum selection criteria are scheduled for interviews.
- 1.27.9.4.11 After initial interviews have been completed, the Principal Search Committee members consult with their constituents and determine their top candidates.
- 1.27.9.4.12 The committee then meets to select its overall top candidates and invites them to return for a presentation to Council and second interview.
- 1.27.9.4.13 All of the process except the final decision is held in sessions open to the public.
- 1.27.9.4.14 The final decisions about who is selected, the salary to be offered and any subsequent negotiations are made by Council in closed session.

1.27.10 The general purpose of each of the Council committees shall be stated in the charter of each committee.

1.27.11 Annual committee goals are set annually and committee accomplishments are evaluated in the form of a written report at the regular June Governing Council meeting.

1.27.12 Committee Chair Responsibilities

- 1.27.12.1 Attend all meetings
- 1.27.12.2 Call and reside over meetings of the committee.
- 1.27.12.3 Set the agenda for the committee meetings.
- 1.27.12.4 Record the decisions and recommendations made by the committee.
- 1.27.12.5 Report the committee's activities and recommendations to the full Council.
- 1.27.12.6 Invite the Director, as appropriate, and Council Chair to attend committee meetings.
- 1.27.12.7 Work with the Director and Council Chair to decide who should serve on the committee.
- 1.27.12.8 Delegate responsibilities to other committee members and encourage their full participation.
- 1.27.12.9 Evaluate the work of the committee with other committee members, the Council Chair, and the Director.
- 1.27.12.10 Ensure the committee has a written committee charter, which details the scope of work, composition of the committee (number of people and skills and qualifications desired), constituencies to be represented, and skills and qualifications desired and committee ground rules.
- 1.27.12.11 Ensure that clear, tangible goals are set for the committee and approved by the Council.

- 1.27.12.12 Council committees of the East Mountain High School Governing Council have a variety of means to and/or seek input from the Governing Council, among which are
 - 1.27.12.12.1 Committee agendas and minutes distributed to the Governing Council;
 - 1.27.12.12.2 Discussion/action items at regular Governing Council meetings; and/or
 - 1.27.12.12.3 A special Council meeting.
- 1.27.12.13 As a courtesy to Governing Council members and as a method of keeping the Governing Council continuously informed, it is desired that each Council committee will communicate the agenda and minutes of each of its meetings using email.
- 1.27.12.14 Committees are expected to use regular Governing Council meetings to either seek Council input by means of Governing Council discussion or to submit recommendations (motion) for the Governing Council to act upon from time to time.
- 1.27.12.15 On occasion, the Council committee may request that the Governing Council convene a special session to thoroughly explore a specific topic.
- 1.27.12.16 The Assembly of past governing council Members may be convened by the Council Chair or designee for general or specific matters associated with East Mountain High School.

1.27.13 Standing committees (may include but are not limited to) the following:

- 1.27.13.1 Executive Committee/Policy Committee
 - 1.27.13.1.1 Consists of Chair, Vice-Chair, and Secretary
 - 1.27.13.1.2 Manages the policy revision described above
- 1.27.13.2 Finance, Facilities and Audit Committee
- 1.27.13.3 Strategic Planning and Outcomes
- 1.27.13.4 Board Development

1.28 Designation of Officers

The officers of the Governing Council shall be a Chair, Vice-Chair/Chair Elect, and a Secretary.

- 1.28.1** The Governing Council may also have assistant secretaries and such other officers as the Governing Council may determine from time to time.
- 1.28.2** All members of the Governing Council are encouraged to assume the role of an officer during their tenure on the Council.

1.29 Qualification of Officers

Any Member of the Governing Council may serve as an officer of this Governing Council, at the discretion of the Governing Council, with all rights and responsibilities afforded those offices.

1.30 Election of Officers and Terms

Officers shall be elected by the Governing Council to a term specified for a given opening, at any time. Each officer shall hold office until the end of the term of that office, his or her successor is elected and qualified, or until s/he resigns, is removed or is otherwise disqualified to serve, whichever occurs first.

1.31 Removal and Resignation of Officers

1.31.1 The Governing Council may remove any officer from office at any time, with or without cause, by a vote of two-thirds (2/3) of the members of the Governing Council present at the meeting.

1.31.2 Any officer may resign from office at any time by giving written notice to the Governing Council or to the Chair or Secretary of the Governing Council.

1.31.2.1 Any such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein.

1.31.2.2 Council acceptance of such resignation shall not be necessary to make it effective.

1.31.2.3 The above provisions of this Section shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Governing Council relating to the employment of any officer of the Governing Council.

1.32 Officer Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise (except for expiration of term) of any officer shall be filled by majority vote of the Governing Council.

1.32.1 Vacancy may be filled temporarily by appointment by the Chair until such time as the Governing Council shall fill the vacancy.

1.32.2 Vacancies occurring in offices appointed at the discretion of the Governing Council may or may not be filled, as the Governing Council shall determine.

1.32.3 To the extent reasonably feasible, no office shall remain vacant for longer than thirty (30) days.

1.33 Continuity of Governing Council Leadership.

To encourage continuity of Governing Council leadership, when the conclusion of the term of the Immediate Past-Chair of the Governing Council coincides with the completion of his/her term of membership, the Immediate Past-Chair may exercise a prerogative to serve on the Governing Council as a non-voting, ex-officio member for one additional year.

1.34 Duties of Chair of the Governing Council

1.34.1 The chair is the senior volunteer leader of East Mountain High School who presides at all meetings of the Governing Council and other meetings as required.

- 1.34.2** Term is for one year, renewable for three years or more at the Council's discretion.
- 1.34.3** The chair is an ex-officio member of all committees of the Council.
- 1.34.4** The Council Chair oversees implementation of corporate and local policies and ensures that appropriate administrative systems are established and maintained.
- 1.34.5** Works with the Director, Council officers, and committee chairs to develop the agendas for Governing Council meetings, and presides at these meetings.
- 1.34.6** Chairs all meetings of the Governing Council, facilitates discussions and rules on questions of procedure.
- 1.34.7** Must vote to break tie votes, and may vote on any issue, including to cause a tie, as might any other member in good standing.
- 1.34.8** Must remain neutral on matters in debate until voting. May, however, participate in debate and move Governing Council action, as any other member in good standing, by appointing a Chair pro-tem for the period of the debate and thereby vacating the Chair.
- 1.34.9** Collaborates with the Council to set annual Governing Council Goals
- 1.34.10** Assigns volunteers to key leadership positions
- 1.34.11** Appoints chairs of Council committees.
- 1.34.12** Supports annual fund-raising efforts and sets an example for other Council members.
- 1.34.13** Works with the Governing Council and paid and volunteer leadership, in accordance with these policies, to establish and maintain systems for:
 - 1.34.13.1 Planning the school's human and financial resources and setting priorities for future development.
 - 1.34.13.2 Reviewing operational effectiveness and setting priorities for future development.
 - 1.34.13.3 Controlling fiscal affairs.
 - 1.34.13.4 Acquiring, maintaining, and disposing of property.
 - 1.34.13.5 Maintaining a public relations program to ensure community involvement.
 - 1.34.13.6 Ensuring the ethical standard.
- 1.34.14** Communicates on a regular basis with the Director without implying to speak on behalf of the Governing Council unless given formal authority to do so by the council.
- 1.34.15** Conveys to the Governing Council, when necessary, appropriate matters communicated directly and privately by the Director, either prior to or at a subsequent Governing Council meeting.
- 1.34.16** Qualifications:
 - 1.34.16.1 One year of previous Governing Council Service
 - 1.34.16.2 A dedication to East Mountain High School and its values
 - 1.34.16.3 A commitment to realizing the East Mountain High School Charter and the East Mountain High School Vision, Mission and Stakeholder Goals.
 - 1.34.16.4 Ability to understand concepts and articulate ideas

1.34.16.5 Excellent facilitator

1.35 Duties of Vice-Chair

1.35.1 Preside in the Chair's absence

1.35.2 May serve as a member of any standing committees

1.35.3 Length of term: One year, renewable for three consecutive terms or more at the Council's discretion.

1.35.3.1 Key Responsibilities:

1.35.3.1.1 Presides at meetings of Governing Council at the request of the Chair or in his/her absence

1.35.3.1.2 Works closely with the Chair to acquire the skills, competencies, and knowledge of EMHS objectives, activities, procedures, and services,

1.35.3.1.3 In case of the disability of the Chair, temporarily exercises all the powers and perform all the duties of the Chair,

1.35.3.1.4 Performs such liaison duties as the Governing Council or the Chair may determine.

1.35.3.1.5 In case of resignation or death of the Chair, succeeds to the office of the Chair for the remainder of that term of office as well as for his/her subsequent term of office as Chair,

1.35.3.1.6 Generally, exercises such other powers and duties as may be prescribed by the Chair and or the Governing Council.

1.36 Duties of Secretary

The secretary is the designated member of the East Mountain High School Governing Council who ensures that, via minutes, all business of the Council is accurately recorded, maintained, and disseminated in a timely manner.

1.36.1 Length of Term: One year; renewable for three consecutive years or more at the council's discretion.

1.36.2 Facilitate preparation of agendas, when appropriate, with cooperation and under the direction of the Chair.

1.36.3 Certify and keep at the principal office of the school the original or a copy of the Policies as amended or otherwise altered to date.

1.36.4 Keep at the principal office of the school or at such a place as the Council may determine a book of minutes of all meetings of the Council.

1.36.4.1 Minutes shall record time and place of meeting, whether regular or special, how called, how notice was given, the names of those present or represented at the meeting and the proceedings thereof.

1.36.5 Ensure that all notices are duly given in accordance with the provisions of the Policies.

1.36.6 In general, ensure all duties incident to the office of the secretary and such other duties as may be required by law, or by the Policies, or which may be assigned to him or her from time to time by the Governing Council. Including

- 1.36.6.1 Certify and keep at the principal office of the Governing Council the original, or a copy, of the East Mountain High School Governing Council Bylaws as amended or otherwise altered to date;
- 1.36.6.2 Provide the school Principal the approved minutes and non-confidential Council Packet contents of each Council meeting in the Council Book of Minutes. The Director will be responsible for filing and maintaining the approved official minutes of all meetings and file same in the principal office of the Governing Council or at such other place as the Governing Council may determine;
- 1.36.6.3 Ensure the recording of the proceedings of the Governing Council in abbreviated "action" minutes as opposed to "narrative" minutes. The essentials of the action minutes are as follows:
 - 1.36.6.3.1 the kind of meeting, regular, special, or emergency or adjourned regular, adjourned special, or adjourned emergency;
 - 1.36.6.3.2 the name of the organization, i.e., Governing Council;
 - 1.36.6.3.3 the date of meeting and place;
 - 1.36.6.3.4 the fact of presence or absence of Council members, both official and ex-officio;
 - 1.36.6.3.5 whether the agenda of this meeting was approved;
 - 1.36.6.3.6 whether the minutes of the previous meeting approved, or their reading dispensed with;
 - 1.36.6.3.7 all the main motions, who made the motion, the vote of each council member, and whether approved or defeated; and
 - 1.36.6.3.8 the time of meeting and adjournment.
- 1.36.6.4 Within ten (10) working days of the meeting, ensure availability for public inspection a draft copy of the minutes and clearly indicate on the draft that they are not the official minutes and are subject to approval by the Governing Council at its next meeting at which there is a quorum.
- 1.36.6.5 Ensure dissemination the approved official minutes of each Governing Council meeting to the east Mountain High School E-mail Distribution List and posting the minutes on the East Mountain High School Webpage within ten (10) working days of the meeting at which the minutes were approved. Official minutes are open to public inspection and subject to public inspection under the Inspection of Public Records Act, NMSA 11978, Sections 14-2-1 to -12.

1.37 Execution of Instruments, Deposits and Receipt of Gifts

1.37.1 Execution of Instruments

- 1.37.1.1 The Governing Council, except as otherwise provided in these Policies, may by resolution authorize any officer or agent of the Governing Council to enter into any contract or execute and deliver any

instrument in the name of and on behalf of East Mountain High School, and such authority may be general or confined to specific instances.

1.37.1.2 Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Governing Council to any contract, or to render it liable monetarily for any purpose or in any amount.

1.37.2 Deposits

All funds of East Mountain High School shall be deposited from time to time to the credit of East Mountain High School in such banks, trust companies, or other depositories as the Director may select.

1.37.3 Gifts

The Governing Council may accept on behalf of East Mountain High School any contribution, gift, bequest, or device for the nonprofit purposes of East Mountain High School subject to the provisions of Policy K-004 Gifts and Donations.

1.38 Maintenance of Records

The Governing Council shall electronically maintain the following:

- 1.38.1 Minutes of all meetings of Governing Council members and committees of the Governing Council, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- 1.38.2 Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;
- 1.38.3 A copy of the East Mountain High School Charter, Bylaws as amended to-date, and Governing Council policies, which shall be open to inspection at all reasonable times during office hours or by appointment.

1.39 Council Member's Inspection Rights

Every Council member shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of East Mountain High School.

1.40 Right to Copy and Make Extracts

Any inspection under the provisions of this Article may be made in person or by agent or attorney, and the right to inspection shall include the right to copy and make extracts.

1.41 Periodic Report

The Governing Council shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state to be so prepared and delivered within the time limits set by law.

ADOPTION OF POLICIES:

The undersigned, in consent with and on behalf of the Governing Council members of East Mountain High School, hereby adopts the foregoing Policies, consisting of the preceding pages.

CHAIR OF THE GOVERNING COUNCIL

Dated

SECRETARY OF THE GOVERNING COUNCIL

Dated

Executive Board Update — Governance Council Recap

For GC Meeting: October 26, 2026

Policy Review & Governance Framework

The committee continued refining the policy review framework, focusing on the rating scale structure. Options under consideration include numerical scoring, descriptive terminology, or a hybrid model to improve clarity and consistency. Glenn's feedback will be incorporated into the revised policy, which will return to the GC for formal action on October 26.

Board Reporting & Communication

Work is underway to strengthen how organizational performance is communicated to the GC. A tiered reporting model is being developed, including dashboard indicators—on track, in progress, needs support—and supplemental materials for deeper review. Final recommendations will be brought forward at the next meeting.

Executive Director Oversight

The committee discussed establishing quarterly Executive Director deep-dive sessions during full GC meetings. These sessions would enhance transparency and alignment around strategic priorities, operational challenges, organizational progress, and areas where governance support is needed. Structure and expectations will be finalized with GC input.

Organizational Performance Dashboard

The committee reviewed progress across key strategic priorities:

- Student Outcomes: Positive momentum continues; alignment of evaluations, professional development, and student outcome data remains a focus.
- Community Engagement: First Community Council meeting was successful, expanding input on math, mental health, and school priorities.
- Enrollment & Growth: Enrollment is progressing well through the digital process; enrollment remains open through mid-November.
- Financial Health: Annual audit completed successfully; Charlotte recognized for strong leadership.
- Facility Expansion: Project milestones continue to advance as planned.
- Fundraising: Engagement with the Charter School Growth Fund continues; Trey preparing a problem of practice on alumni quality of life and longitudinal tracking.

- Staffing & Capacity: Strong onboarding and team culture, particularly in sixth grade; continued focus on coaching, retention, and organizational structure.
- Succession Planning: Bellwether support is under consideration for governance development, leadership succession, and long-term organizational planning.

Governing Council Questions & Direction Needed

1. What information should be included in board-level reporting versus supplemental GC review materials?
2. What structure, expectations, and cadence should guide quarterly ED deep-dive sessions?
3. What is the desired scope of Bellwether's support across succession planning and long-term organizational development?

Part I: Organizational Performance

Area	Evidence	Rating
Academic Performance	APS framework, graduation, achievement/growth, strategic academic goals	1–5
Financial Health	Audit, budget performance, reserves, financial sustainability	1–5
Organizational Health & Compliance	APS framework, compliance, safety, governance	1–5
Strategic Priorities	Annual goals established with GC	1–5

Part II: Leadership Competencies

CSGF Competency	Rating	Evidence / Commentary
Leadership Mindset	1–5	
Vision & Strategic Direction	1–5	
Talent & Culture Cultivation	1–5	
Driving Performance	1–5	
Communication, Influence & Leading Change	1–5	

Part III: Professional Growth/PDP

Goals:

Built to Last: East Mountain solidified culture and systems that will outlive any one employee and framed around constant improvements to student learning.
The 6th Grade Foundation: This year is proof of concept for the entire model and showed the future of what we are building

A National Model and Impact: Becoming a school that others look to and major progress toward our impact/influence work

\$20 Million Construction Project finalizes on time, under budget, and represents one of the top facilities in the East Mountain-a space the entire community will be proud of

Oct 13, 2026

Student Outcome Committee Meeting

Attendees:

Glenn Hushman

Trey Smith

Amy Rome

Summary or key decisions

- SOC will narrow focus to two key areas:
 - Tracking the impact of student interventions
 - Tracking the impact of teacher professional development (data driven instruction focus)
- Tracking systems are in development by school leadership
- SOC will be able to review early data by the end of the calendar year for both key areas

Discussion summary

- What is measured matters. How does the EM leadership know if the work around student intervention and teacher professional development?
- What are expectations for teachers as a result of professional development? Are teachers trying new things? How is it working?
- What strategies and predictable routines are being built to monitor ongoing progress with data driven instruction?

Action items/Next Steps

- ☐ Trey and Marg aligning on next steps for answering the questions from the discussion
- ☐ SOC to align on what is possible to track and review by end of the calendar year

Long-Term Programmatic and Financial Planning

Analysts: Daniel Estupiñan, Senior Fiscal Analyst II

Date: October 15, 2026

The Legislature invested \$4.9 billion in public school support in fiscal year 2027 (FY27). With the discretionary nature of the state equalization guarantee (SEG), the state's public school funding formula, local decisions on using those funds are critical in shaping student outcomes. School districts and charter schools can effectively use these resources by practicing long-term programmatic and financial planning, where time, people, facilities, and funding are intentionally aligned to achieve long-term goals for improving student outcomes. This approach to programming and budgeting is increasingly important, as public schools navigate declining enrollment and changes in student needs.

While the Legislature and the Public Education Department (PED) have created tools for assisting public schools in programmatic and financial planning, these processes are fragmented, burdensome, disconnected, and not aligned with long-term and cohesive strategic objectives.

This brief discusses the state's landscape of planning tools, as well as the programmatic and fiscal symptoms New Mexico is experiencing because of its disconnected planning processes. The brief also presents recommendations for how the Legislature can build a long-term planning framework that promotes greater intentionality in how public schools use resources to improve student outcomes over several years. Achieving this programmatic and financial intentionality will require revisions to statute, realignments in local and agency capacity, inter-agency collaboration, and investments in staffing, data systems, and other tools.

Background

In December 2025, LESC staff presented a [brief](#) on strategic resource management, which noted how the Legislature has created policies intended to build local capacity in achieving sustainable improvements in outcomes. However, in practice, some school districts and charter schools remain focused on improving outcomes through short-term and reactionary strategies. As a result, New Mexico displays signs of a disconnected public education system, where the Legislature, PED, and schools are sometimes moving toward different strategic objectives, on different timelines, and with different benchmarks for measuring success.

Landscape of Financial and Programmatic Planning Requirements

Many public schools practice short-term planning cycles, where local capacity is primarily invested in determining the programming, staffing, and other needs for the immediately succeeding fiscal year. Historically, this short-term planning system was perpetuated by underinvestment in public education, as well as unstable revenue flowing into the state's general fund. In the last several years, however, the Legislature has made progress in stabilizing its revenue sources and directing substantial amounts of funding toward public schools. At the same time, the Legislature has attempted to increase local intentionality around how these significant amounts of new funding are used, primarily through the adoption of reporting requirements and the use of planning frameworks.

PED has identified 37 required planning, compliance, or reporting processes in statute, federal law, or agency policy. Many of these requirements are siloed, duplicative, and excessively time consuming, creating administrative burden at the local level and in the department. **Table 1: Select Examples of Current Planning Tools** includes examples of these required processes, categorized by the type of process.

Key Takeaways

- New Mexico has a disconnected system of planning tools (*Pages 2-4*).
- LESC staff's advisory groups identified considerations for promoting long-term planning at the local level (*Pages 5-8*).
- The recommendations include revisions to statute and school business official licensure (*Pages 5-8*).
- The Legislature should use a phase-in approach in transitioning toward long-term programmatic and financial planning (*Page 9*).
- Community buy-in and common assumptions are critical to long-term planning (*Pages 10-11*).

Table 1: Select Examples of Current Planning Tools

Category of Process	Select Examples
Federal Sub-Grants	• Title 1 - A; and • Comprehensive Literacy Development Grant.
State Funding	• Bilingual Multicultural Education Programs; and • Out of School Time and Summer Enrichment grant
Program Plans	• NM DASH; and • Educational Plan.
Monitoring	• Special Education Accountability System; and • Instructional Material Annual Report.

Source: PED

Accreditation binds some of these processes together. [Section 22-2-2 NMSA 1978](#) requires PED to accredit schools, which the department implements through the assessment of 10 components, including program plans, expenditures, enrollment, class loads, caseloads, subjects of instruction, and student needs assessments. Each year, PED verifies compliance with statute and promotes intentionality in how public schools are planning and implementing programming. Public school accreditation results for FY26 may be found [here](#).

At the core of accreditation is the Educational Plan. [Section 22-8-6 NMSA 1978](#) requires school districts and charter schools to submit an educational plan (Ed Plan) each year that identifies strategies for improving student outcomes. Despite its legislative intent as a planning tool, the Ed Plan is often perceived as a compliance exercise that does not inform other planning processes. In LESC staff's conversations with school district and charter school leaders, the Ed Plan is routinely described as a "copy and paste" exercise, where little time is invested in developing original responses. The annual framework of the Ed Plan is also misaligned with the facility master plan and local strategic plans, which are living documents that are developed through separate processes, and serve as the primary documents guiding the priorities and implementation strategies of a community.

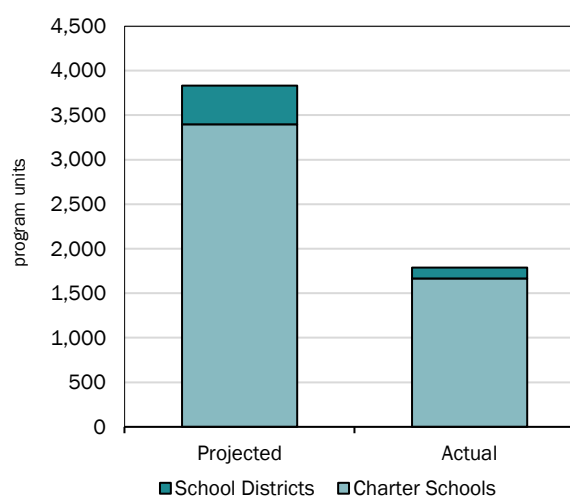
Symptoms of Disconnection in Programmatic and Financial Planning

This disconnection between the financial and programmatic planning tools used by New Mexico schools is manifesting in key trends that occur throughout the state, partly because of a lack of a robust and cohesive long-term planning framework. Most of these trends are not new to New Mexico, but their programmatic and fiscal impact has become increasingly amplified, especially through statewide disruptions in funding.

A lack of long-term planning is contributing to unreliable estimates of enrollment growth. [Section 22-8-22.1 NMSA 1978](#) permits program units for enrollment growth exceeding 1 percent. In FY26, enrollment growth was highly volatile, especially for charter schools: 60 percent of charter schools experienced lower growth than projected, with about 11 charter schools that initially projected enrollment growth ultimately not seeing any growth. In FY26, one charter school projected 28 percent year-over-year growth, and ultimately saw a 29 percent decrease.

For FY26, charter schools over-projected enrollment growth by 2,169 program units (see **Figure 1: Enrollment Growth Program Units**), or \$14.9 million at the FY26 unit value of \$6,877.10. School districts and charter schools that missed their enrollment projection adversely impacted their operational funding late in the fiscal year, as it resulted in a reduction to their final program cost.

Figure 1: Enrollment Growth Program Units
FY26



Source: LESC Files

A lack of financial planning has contributed to an increase in emergency supplemental requests. In FY26, five school districts and charter schools requested \$3.8 million in emergency supplemental funding, which comes from a fund containing \$1 million in FY26 (see **Table 2: Emergency Supplemental Awards**). Applications for emergency supplemental cited several contributing factors, including declining enrollment, facility maintenance costs, and local errors in operational funding and enrollment projections.

Table 2: Emergency Supplemental Awards

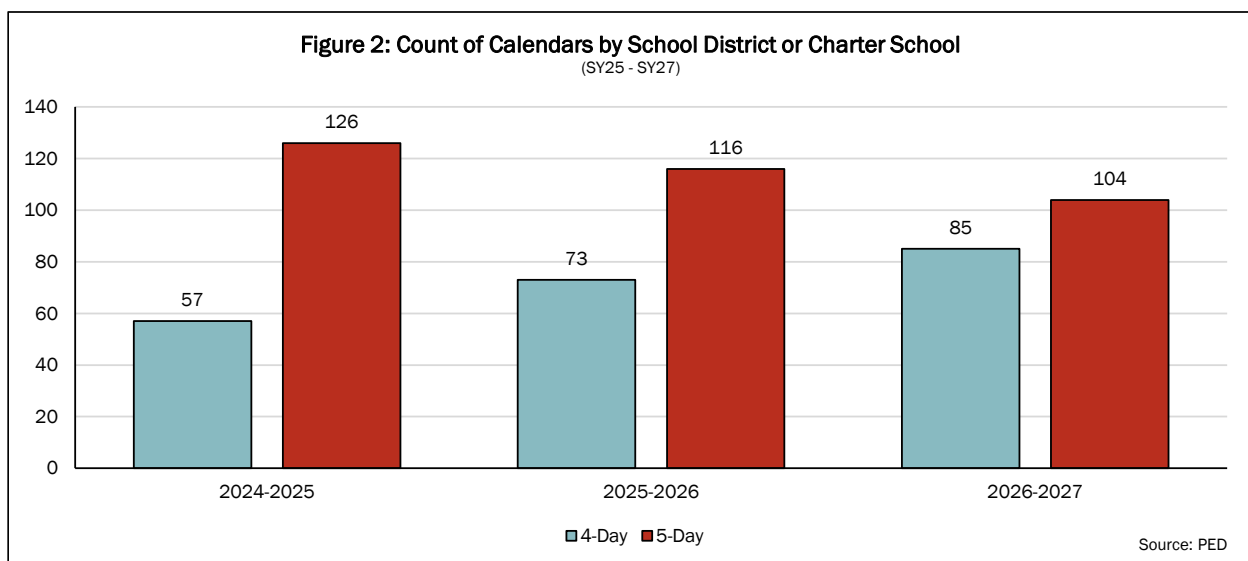
FY26		
School District or Charter School	Request	Award
Alamogordo Public Schools	\$1,000,000	\$464,658
Chama Valley Independent Schools	\$1,108,962	\$250,712
ACES Technical Charter School	\$400,000	\$78,612
Explore Academy Rio Rancho	\$350,000	\$54,350
The Masters Program	\$900,000	\$151,668
Total	\$3,758,962	\$1,000,000

Source: PED

A lack of programmatic and financial planning has also contributed to an increase in four-day weeks. School districts and charter schools have discretion in designing instructional time, including whether it has a four- or five-day week. While four-day weeks have historically been used by small and rural school districts to accommodate students who travel large distances, urban school districts and charter schools are also now adopting four-day weeks, occasionally with little advance fiscal planning and programmatic intentionality.

This trend was most recently seen in Española Public Schools (EPS), where the governing body adopted a four-day week for SY27, based on expectations it would lower operational expenditures. The move subsequently prompted McCurdy Charter School and Pojoaque Valley School District to also adopt four-day weeks. EPS informed the Public School Capital Outlay Council on May 14, 2026, the school district no longer expected the anticipated operational savings from a four-day week to materialize in FY27.

In September 2026, the LESC heard a [presentation](#) from the Northwest Evaluation Association, a research association focused on education, which discussed the negative average effects of four-day weeks on student assessment results, and its lack of measurable effects on expenditures, attendance, and educator retention. Yet, since FY25, 31 school districts and charter schools have adopted a four-day week (see **Figure 2: Count of Calendars by School District or Charter School**), occasionally without community input, a long-term programmatic plan, or a fiscal analysis of the impact to operational revenues and expenditures. This trend contributed to a \$40 million SEG shortfall in FY25 that required an appropriation to avoid a decrease in the final unit value.



Distance learning is being used to generate operational revenue, often with limited investments in programmatic design, staffing models, and support services. Distance learning programs have a long history in New Mexico, particularly in rural school districts, where these programs help accommodate other student responsibilities. However, some school districts and charter schools have increasingly leaned on statewide full-time distance learning programs to increase enrollment and operational funding.

This trend was notable in Santa Rosa Consolidated Schools and Chama Valley Independent Schools, which created a for-profit managed distance learning program serving 3.6 thousand students after Gallup-McKinley County Schools closed its own program. The abrupt and large-scale nature of this programmatic change resulted in a \$35 million SEG shortfall in FY26 and the adoption of [Laws 2026, Chapter 89 \(House Bill 253\)](#), which partly suspended the SEG's enrollment growth factor for two fiscal years. Provisions in the school district's contracts that require a 95 percent revenue share with the contractor have also resulted in an uncertain budgeting environment for PED and both school districts.

In July 2026, Las Cruces Public Schools engaged in a similar strategy when it created a statewide distance learning program. PED has since closed this program as it violated the one-year prohibition on new distance learning programs enacted by [Laws 2026, Chapter 89 \(House Bill 253\)](#). The program's students were then transferred to Gallup-McKinley County Schools, similarly to the conditions that created the FY26 SEG shortfall.

Currently, statute does not require school districts and charter schools to notify PED when they adopt significant changes in programming, which has recently resulted in unforeseen statewide disruptions in operational funding.

A lack of enrollment planning has led to charter school closures. In FY26, Voz Collegiate Preparatory School, a state-chartered charter school in Albuquerque serving grades five through eight, closed in the first year of its renewal. In August 2026, the Public Education Commission also denied charters for two entities, while a third withdrew its application to Albuquerque Public Schools, partly in response to concerns about low enrollment.

Table 3: Charter Schools with a MEM Below 50

FY27	
Charter School	MEM
Six Directions Indigenous School	45
San Diego Riverside	38
Collins Lake Outdoor School	37
Sacramento School Of Engineering And Science	35
Walatowa Charter High	29
Dream Dine Charter School	20

Source: LESC Files

In FY27, Equip Academy, a new state-chartered charter school in Albuquerque serving kindergarten, closed before the school year began, due to low enrollment. Before its closure, Equip Academy received one monthly SEG payment, resulting in about \$51 thousand in lost operational funding. During Equip Academy's governing board deliberations around closing the school, administrative staff noted the school could not sustain operations without a student membership (MEM) of at least 50. In FY27, six charter schools had a MEM below 50, including one in their first year of operation (see **Table 3: Charter Schools with a MEM Below 50**).

School districts are also experiencing disruptions from declining enrollment and a lack of long-term programmatic and financial planning, with school boards considering closing or consolidating small and rural schools. The school board of Socorro Consolidated Schools recently grappled with potentially closing a small and rural school but found the school district did not have a long-term programmatic or financial plan that specified how the closure would impact programming, expenditures, or revenue from the SEG's small school size factor.

Despite the symptoms of the state's disconnected planning frameworks, there are innovative areas showing promise. The unified application for federal programs was introduced as PED's response to the administrative workloads associated with federal grant applications. By consolidating common requirements across federal programs and automating data entry and calculations, PED has created an innovative approach to programmatic and financial planning that ensures compliance with federal requirements. In conversations with school district and charter school leaders, LESC staff found the unified application has promoted significant collaboration between program and finance staff, in a way that may not have occurred organically.

Examples of Robust Long-Term Programmatic and Financial Planning

While the state is broadly experiencing the adverse impacts of a disconnected planning framework, there are school districts and charter schools that are actively practicing robust approaches to long-term planning.

Cottonwood Classical Preparatory School (CCPS) and East Mountain High School (EMHS), Spotlight charter schools in Albuquerque, are engaging in multi-year planning. For several years, CCPS has engaged in long-term financial planning by aligning its revenues with its staffing models and other programmatic considerations. At EMHS, the school has approached its expansion to middle school through programmatic and financial planning, to ensure the expansion was financially sustainable and would result in high-quality secondary programming. EMHS opened grade six in August 2026 and will introduce grades seven and eight in SY28.

The Public Education Commission has been a leader in long-term financial forecasting, as it requires proposed charter schools to submit a five-year financial plan. Each plan includes projections of operational funding and anticipated staffing expenditures, and are reviewed by the charter schools division, which has demonstrated its capacity to collaboratively review long-term financial plans. Prior examples of submitted plans also provide helpful context for potential areas of professional learning, particularly in the nuances of the SEG.

Stakeholder Engagement

As the state's disconnection in planning frameworks contributes to local and statewide disruptions in programming and budgets, it is critical for the Legislature to identify whether there are systemic barriers and local conditions contributing to these trends and influence how communities respond to these challenges. To do so, LESC staff engaged with focus groups to identify local conditions that impact how school districts and charter schools engage in long-term planning. Based on initial findings, LESC staff then assembled advisory groups to develop policy considerations for the Legislature, PED, and other partners that focused on promoting greater long-term programmatic and budgeting intentionality in both school districts and charter schools.

Roles and Findings of the Focus Groups

To identify how communities use the state's planning tools to identify local priorities and use those priorities to guide local programmatic and budget planning, LESC staff completed focus group interviews with 10 school districts and charter schools during the 2026 interim. The discussions focused on how governing bodies identify their programmatic priorities and allocate staffing, funding, and other resources toward those priorities. Other discussions also included how they navigate changes in programmatic, financial, policy, or regulatory conditions.

Themes from the LESC's Focus Groups

- The state's existing planning requirements are excessive, siloed, duplicative, and misaligned in ways that create administrative burden and prevent long-term planning;
- A long-term planning tool is needed to encourage programming consistency; and
- There is a lack of local capacity to adequately engage in long-term planning.

One overarching theme of the focus groups was a need to have one long-term planning framework that removes administrative burden, aligns reporting requirements, and promotes long-term intentionality in budgeting and programming. However, focus group participants cautioned there are statutory, regulatory, and staffing barriers that could adversely impact a transition toward long-term planning, including a lack of a robust school business official (SBO) workforce. LESC staff responded to these considerations by assembling a long-term planning advisory group, as well as an advisory group focused on expanding and strengthening the SBO workforce.

Roles and Purpose of the Advisory Groups

The long-term planning and SBO advisory groups included stakeholders from throughout the state, including school district and charter school leaders, SBOs, non-profit leaders, and PED staff. Each group met three times during the 2026 interim and collaborated in identifying their visions for the state's public schools; key challenges in reaching those visions; and policy considerations. The proposals in this brief represent what each advisory group recommended for consideration by the Legislature.

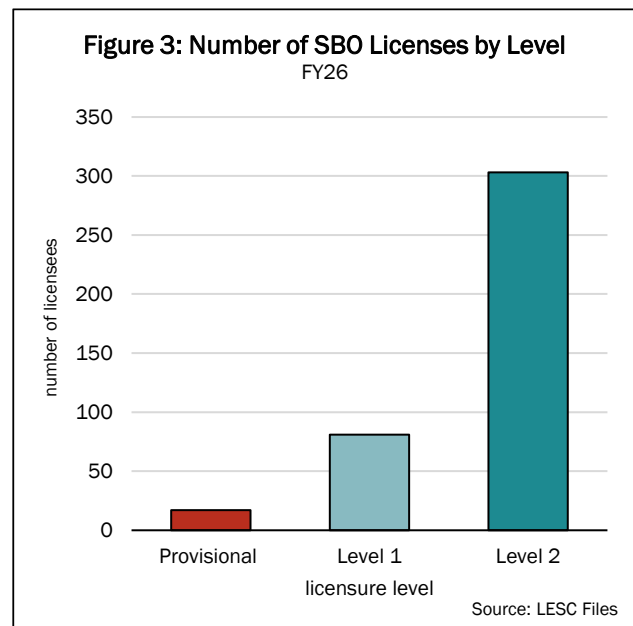
Advisory Group Recommendations

Promoting greater intentionality in programming and budgeting will require greater collaboration between superintendents, SBOs, and governing bodies, and creating capacity in communities and PED by refocusing stakeholders' capacity toward meaningful planning and implementation, rather than compliance verifications.

Revising SBO Licensure

Having a well-qualified SBO is critical in a school district's or charter school's capacity to strategically use their resources to achieve long-term programmatic goals. The workload of this role has significantly grown in recent years, however, partly because of the growing number of the state's planning, reporting, and monitoring tools.

As the role of the SBO has grown, the state has struggled to recruit and retain a high-quality SBO workforce. Part of the challenge in this space is the licensure requirements in [NMAC 6.63.12.8](#), which establishes the degrees and experience required for licensure. SBOs are also limited in licensure advancement, with only two licenses available to them. As shown in **Figure 3: Number of SBO Licenses by Level**, most SBOs hold a Level 2 license, with few people in the beginning stages of the pathway. Licensure also does not reflect the content knowledge and skillsets needed to serve in leadership role in school business offices.



To address these challenges, the SBO advisory group recommended licensure revisions that would increase pathways to the career; strengthen the preparation of license holders; and provide a pathway to licensure advancement for experienced SBOs. In particular, the advisory group recommended all school districts and charter schools should have an experienced SBO serving in leadership roles, an increase in professional learning, a revision to work experience requirements, and the creation of a mentorship program for new SBOs. **Table 4: Proposed Revisions to School Business Official Licensure** summarizes the advisory group's recommendations.

Table 4: Proposed Revisions to School Business Official Licensure

Category	Summary of Proposed Revisions
Pathways into Workforce	- Expanding postsecondary credit criteria to include financial management and data analysis; - Allowing candidates to claim work experience in governmental accounting, broadly; and - Expanding eligible degrees to include public administration and related fields.
Annual Professional Learning Requirements	- Increasing annual professional learning requirements to 32 hours; and - Requiring annual verification of professional learning completion to PED.
Demonstration of Skills and Career Advancement	Creating a level 3 license linked to education, experience, and a demonstration of skills.
Alignment with School District and Charter School Needs	- Requiring all school districts and charter schools with a MEM below 8 thousand to have a level 2 school business official serving as a chief finance officer or an equivalent position; and - Requiring all school districts and charter schools with a MEM of over 8 thousand to have a level 3 school business official serving as a chief finance officer or an equivalent position.

Source: LESC Files

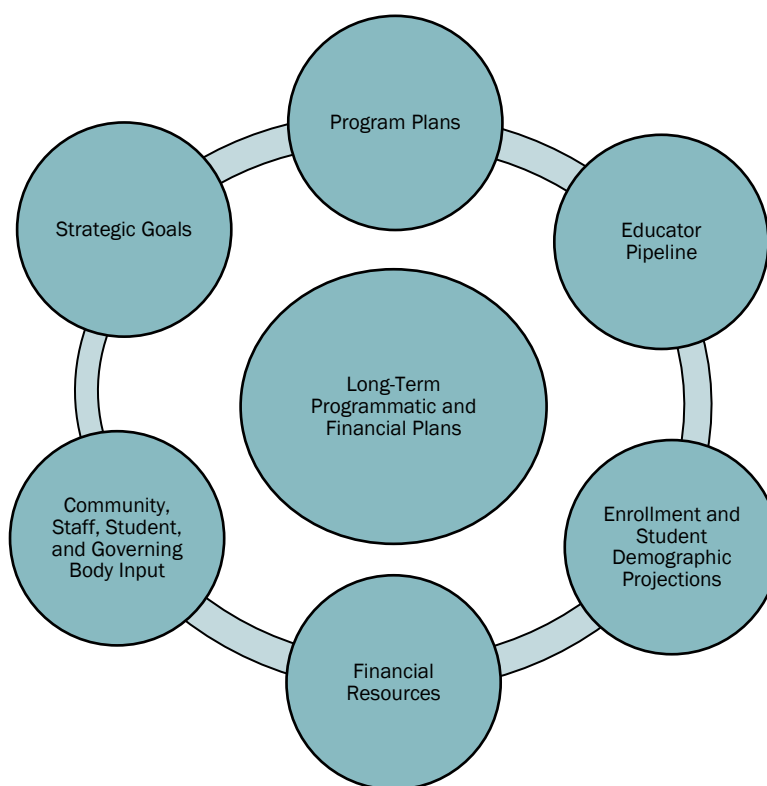
Requiring Long-Term Programmatic and Financial Planning

The LESC's long-term planning advisory group found New Mexico's complex and multilayered planning framework is not yielding the planning or implementation necessary to meaningfully improve student outcomes over several fiscal years. Rather, the state's approach to long-term planning seems to have the opposite effect, where public schools are continuously prompted to focus on short-term goals and implementation strategies, instead of a cohesive long-term approach that merges budget, program, staffing, and facilities.

To address this misalignment in programming, budgeting, and broader capacity, the LESC's long-term financial advisory group recommended the Legislature require all school districts and charter schools to practice long-term programmatic and financial planning and recommended a framework that could be used to do so.

Transforming New Mexico's disconnected planning system would require revisions to statute, PED administrative rule, and local governing practices, as well as investments in professional learning and data systems. If done well, however, these investments of time, capacity, and funding may yield a programmatic and financial planning framework that is responsive to local conditions; encourages consistent and evidence-based approaches to programming; and ultimately serves as a tool that informs the legislative policy- and budget-making process.

Figure 4: Recommended Components of Long-Term Programmatic and Financial Plans



As shown in **Figure 4: Recommended Components of Long-Term Programmatic and Financial Plans**, the advisory group recommended a programmatic and financial planning framework that requires school districts and charter schools to identify locally responsive approaches to long-term planning, by drawing on their strategic goals, expectations around programming, budgeting, professional learning, educator pipelines, enrollment and demographic trends, and community expectations for public schools. These plans will require collaboration between PED, school districts, and charter schools, and extensive internal collaboration within school districts and charter schools. Because of this, the Legislature and PED should consider the limitations, challenges, and opportunities at the local level, and design the plans with the intention of communities actively treating them as living documents, rather than compliance exercises.

Considerations for Building a Long-Term Planning Framework

- A framework should yield adequate fiscal and programmatic context for informing PED and legislative processes;
- Longer-term timelines are foundational for fiscal and programmatic planning;
- Public-school personnel must have adequate capacity to engage in long-term planning;
- Extensive collaboration between finance and program is critical; and
- Adequate support is needed from PED to support planning and implementation.

The advisory group recommended the creation of a long-term programmatic and financial planning framework should begin with the repeal of the Ed Plan. One of the challenging aspects with New Mexico's approach to long-term planning is that many of the state's planning frameworks have been designed with a short-term focus. This trend is most evident in the Ed Plan, which requires school districts and charter schools to submit a programmatic plan, often during the spring budgeting season, that is largely focused on the upcoming school year. The advisory group found this approach limits local and PED capacity on a planning framework that is too narrowly focused, lacking in intention, excessively burdensome, and poorly timed during the fiscal year.

To transform New Mexico's approach to long-term planning, the advisory group recommended school districts complete a three-year programmatic and financial plan, while charter schools should be required to complete plans that align with their approved charter. The goal would be for these two plans to be mutually informative and connect to other existing planning requirements, such as the facility master plan, the accreditation process, and program plans. Like the Ed Plan, PED would be tasked with assisting communities in the initial creation of programmatic and financial plans, with the goal of promoting greater intentionality in local programming and budgeting, while also drawing on them to inform legislative appropriations and PED allocations of below-the-line funding.

Establishment of Statewide Priorities to Guide Local Planning

To align time, resources, and capacity in improving student outcomes, the advisory group recommended all school districts and charter schools should be required to align their long-term programming and budget plans with areas of statewide priority. These priorities should include:

- Math;
- Literacy;
- Attendance;
- Graduation rates; and
- Social-emotional health.

Promoting a comprehensive perspective of local conditions is also important. To encourage this holistic approach, school districts and charter schools should also be required to identify locally responsive measures of academic and organizational health.

For each statewide and local priority, the advisory group recommended school districts and charter schools should identify measurable goals for sustainably improving student outcomes in that space. Based on these measurable goals, the programmatic plans should prompt schools to identify the programs, staffing, and other components needed to make measurable progress toward achieving those goals. Anticipated programming should include instructional time, professional learning, distance learning models, and support services. Staffing considerations should include the workforce needed to sustain anticipated programming, such as class sizes and caseloads, teacher and administrator residencies, Ed Fellows, and other pipeline needs. School districts and charter schools may also identify other components needed to sustain their anticipated programming, including community partnerships and interagency collaborations.

The advisory group recommended each school district and charter school should also complete a long-term financial plan that complements their programmatic plans. Based on their long-term programmatic plan, each school district's and charter school's financial plan should prompt them to anticipate their revenues and identify how that funding could support components of their programmatic plan. Financial plan templates provided by PED would prompt communities to identify their anticipated operational funds, capital funds, and other revenues, and would require context for the assumptions driving each of those revenue expectations. School districts and charter schools would also be prompted to provide an overview of their expected expenditures over the same period, including personnel, non-personnel, capital, and other expenditures. Financial plans would also be supplemented with notes on local long-term trends, such as enrollment, federal revenue changes, and other relevant trends, some of which may be found in facility master plans.

The advisory group recommended accreditation should align with the Legislature's intent around long-term planning. The purpose of accreditation is to ensure school districts and charter schools are complying with statute and intentionally using their financial resources. However, because the purpose of a long-term planning framework is to refocus local and statewide capacity on planning and implementation, there may be an opportunity to move accreditation to a multi-year process, where school districts and charter schools receive a multi-year accreditation rather than complying with annual compliance verification processes.

The recommended long-term programmatic and financial planning framework should yield locally responsive and comprehensive strategies for improving student outcomes. In particular, the joint programmatic and financial planning framework should demonstrate how each school district and charter school intends to realize measurable and meaningful improvements in student outcomes over several fiscal years. However, achieving this transformative approach to long-term planning, across school districts and charter schools of varying sizes and capacities, may require a deliberate and phased approach to implementation.

Implementation Considerations

Ensuring all school districts and charter schools have the capacity to engage in long-term programmatic and financial planning will require deliberate investments of time, capacity, and professional learning from the Legislature, PED, and other agency partners.

Transitioning toward a statewide programmatic and financial planning framework should use a phased approach. To allow time for PED to reorganize its existing staffing capacity to support school districts and charter schools in their initial plan designs, the advisory group recommended a phased implementation using a cohort approach, where different school districts and charter schools would transition into the planning framework each year, over three years. In doing so, PED could have the time and capacity each year to engage in meaningful planning and implementation partnerships with a limited cohort of school districts and charter schools. This would be especially valuable for the school districts and charter schools that may not have the staffing to adequately engage in long-term planning, or those whose student needs may require additional agency guidance.

Transition Year for Statewide Training

One recommendation that emerged from the advisory group was that FY28 serve as a transition period for professional learning, template development, and data system updates.

In terms of professional learning, it would be critical for the New Mexico School Boards Association, the New Mexico Association of School Business Officials, and the New Mexico Coalition of Educational Leaders, among other organizations, to contribute to the development of statewide institutional knowledge in best practices for engaging in long-term planning.

The collaborative development of templates will also be critical in FY28, to ensure templates are responsive to local conditions, flexible, and informative to the Legislature and PED.

After a one-year transition period, the advisory group recommended a pilot year take place in FY29. This pilot period would primarily serve as an opportunity for school districts and charter schools that have historically displayed exceptional programmatic outcomes and fiscal management to design their plans with rigorous assistance from PED. In doing so, this limited segment of school districts and charter schools would serve as

models for the rest of the state, in terms of what a high-quality and responsive long-term programmatic and financial plan should look like. Some candidates for this pilot year already exist, including CCPS and EMHS.

As shown in **Table 5: Potential Pilot-Year Implementation Timeline**, this first cohort of school districts and charter schools could begin formulating their long-term plans in fall 2028, with school district submissions due by November 30, 2028, and charter school submissions due by October 1, 2028. PED could review plans through spring 2029 and approve the plans by April 30. By June 30, school districts and charter schools could be required to revise their financial plans with PED feedback, changes to the final unit value, and audited financials.

Table 5: Potential Pilot-Year Implementation Timeline

Deadline	Deliverable
October 1, 2028	Charter school long-term plan submission deadline.
November 30, 2028	School district long-term plan submission deadline.
April 30, 2029	PED approval of long-term plans.
June 30, 2029	Revisions with PED feedback, unit value revisions, and audited financials.

Source: LESC Files

Beginning in FY30, all remaining school districts and charter schools could begin to transition into the long-term planning framework, in a three-year rotating sequence determined by the department, that ensures the agency has the capacity and time to adequately support each school district and charter school in each cohort.

Unlike the current Ed Plan approval process, the advisory group recommended PED should have a limited role in the approval of long-term programmatic and financial plans. While all school districts and charter schools would use standardized programmatic and financial planning templates developed by PED, the development and approval processes of the long-term plans should be modeled after the facility master plan, where plan disapproval is reserved for considerable misalignments of resources. To achieve this balance, the advisory group recommended PED should primarily be focused on assisting school districts and charter schools in the initial planning process, such as providing resources, guidance, and feedback. Following governing body approval of the plans, PED should be tasked with reviewing each plan by focusing on identifying school districts and charter schools requiring financial safeguards or those requiring targeted investments and supplemental programmatic support. Plan disapproval by PED should be reserved for school districts and charter schools whose programming or finances are unsustainable or substantially misaligned with statewide and local priorities.

Capacity Building and Workload Reorganizations

The introduction of a statewide requirement for school districts and charter schools to engage in long-term programmatic and financial planning is intended to promote local intentionality. However, it is not intended to only levy additional requirements on the existing landscape of statutory and regulatory requirements.

To accomplish this balance, there should be several revisions to statute and PED processes, including:

- Repealing the Ed Plan;
- Adopting a multi-year accreditation process;
- Adopting multi-year program plans;
- Reducing statutory and regulatory reporting requirements conflicting with the intent of the long-term plans.

LESC and NMASBO staff have also collaborated on a proposal that would revise SBO licensure by expanding workforce entry pathways, increasing professional learning requirements, and incentivizing certain skills.

Some school districts and charter schools may be required to regularly update their programmatic and financial plans. While the intent of long-term planning is to refocus time and capacity on planning and implementation, requiring regular updating may be particularly needed for school districts and charter schools that demonstrate financial challenges, such as those with repeated negative cash balances and emergency supplemental requests. School districts with significant modifications to programming, such as those adopting statewide full-time distance learning programs and four-day school weeks, could also be required to submit a revised programmatic and financial plan before adopting those revisions. Mandatory revisions may also be required at the discretion of a chartering authority in alignment with monitoring processes or individual school contracts.

Chartering authorities may also be required to revise their application, renewal, and annual monitoring processes. The introduction of long-term programmatic and financial planning may also require local school districts that charter schools and the PEC to ensure their existing policies align with the proposal's legislative intent to refocus time and capacity on planning and implementation. In particular, substantial changes to charter school educational programs should require a revision to its long-term programmatic or financial plan, including conversions to four-day weeks, the adoption of new full-time distance learning programs, and revisions to enrollment caps, grade levels, or their geographic school district. Charter schools may also be required to submit additional information by their chartering authorities, using templates developed by the chartering authority.

Community buy-in is critical to sustaining progress that is aligned with the long-term programmatic and financial plans. To ensure each community is brought into this conversation, all programmatic and financial plans should require governing body approval to ensure all plans are public facing documents. All substantial revisions to programming, significant changes in enrollment, or a lack of progress toward statewide and local benchmarks may also warrant a mandatory revision to both the programmatic and financial plan and governing body approval.

Ensuring Consistency in Programmatic and Financial Plans

The advisory group recommended PED should collaborate with LESC, the Legislative Finance Committee, the Department of Finance and Administration, and local stakeholders to establish a dynamic framework of common assumptions.

This set of common assumptions could include anticipated long-term trends in the unit value, potential modifications to below-the-line programs, and anticipated changes in federal policy.

All common assumptions could be subject to change and potentially conservative estimations of changes to policy and budgeting, but they would nonetheless present a framework from which all school districts and charter schools could draw on to inform their long-term planning.

The state may also benefit from the development of a statewide data warehouse that provides high-quality projections of demographic trends throughout the state. Currently, school districts and charter schools rely on a fractured landscape of tools that yield a range of demographic projections, which may lead to significant variances in local programmatic and financial plans.

Investments in PED capacity are needed to achieve meaningful planning and implementation. Designing and implementing a statewide approach to long-term programmatic and financial planning will require considerable investments of time and capacity from PED staff. The department reports its capacity is already under strain from its existing statutory requirements, and many of its internal processes and data systems are not equipped to sustain the proposed long-term planning framework included in this brief. This lack of capacity is particularly notable in the school budget bureau, where staff complete a wide range of time-intensive manual processes, particularly in areas related to annual SEG calculations. Other staff in PED are also investing considerable capacity in annual compliance verifications, including program plan approvals for elementary fine arts and bilingual education programs, accreditation, and the design and approval processes for the Ed Plan.

If the Legislature enacts a long-term programmatic and financial planning framework, it will be critical for the department to assess its existing capacity and identify internal reorganization opportunities to support the potential implementation of long-term planning. This internal assessment of capacity will be particularly important if the Legislature also enacts targeted reductions in department workloads, such as the repeal of the Ed Plan. The department may also need to review its accreditation procedures to ensure they align with the Legislature's intent of administrative burden reduction and local workload realignment.

As shown in **Table 6: Appropriation Considerations**, additional investments in PED capacity may also be needed to prepare the department to design and implement a responsive long-term planning framework. PED notes these potential investments may require a \$5 million appropriation over three years to update legacy modules in the Operating Budget Management System (OBMS), a financial data collection, review, and approval system originally designed in 2007, that has manual processes that strain capacity in school districts, charter schools, and the department. To support school districts and charter schools in financial planning, PED estimates \$1.8 million may also be needed to implement tools for funding formula calculations, projections, budgeting, reporting, and fiscal oversight.

Table 6: Appropriation Considerations
(in millions)

Appropriation	Description
\$5.0	Updating legacy modules on OBMS, including school calendar modules, over three fiscal years.
\$1.8	Enabling financial forecasting tools for school districts and charter schools.
\$0.8	Support the expansion of the unified application to below-the-line programs.
\$0.3	Supporting annual maintenance costs for financial forecasting tools.
\$0.1	Support one additional full-time equivalent personnel in the School Budget Bureau.

Source: PED and LESC Files

For FY28, PED has also requested \$750 thousand to support the expansion and maintenance of the unified application, which the department has proposed be expanded to below-the-line programs, rather than only federal grant programs. The department has also requested additional funding for personnel, including one budget analyst in the school budget bureau.

Broader revisions to statutory reporting requirements and PED internal processes may also be needed. Advisory group members recommended the Legislature enact a reduction in reporting requirements that create administrative burdens conflicting with the intent of the long-term programmatic and financial planning framework. One of the recommendations that came from this theme was the Instructional Materials Annual Report ([Section 22-15-11 NMSA 1978](#)), which places significant administrative burden on school districts and charter schools and does not result in meaningful data or context for either the Legislature or PED. Other recommendations from the advisory group included the incorporation of program plans for elementary fine arts and bilingual programs into the long-term planning framework, as well as the continued consolidation of federal needs assessments and other planning requirements by PED.

Policy Considerations and Recommendations

As school districts and charter schools continue to experience evolving challenges in serving the diverse needs of students, policymakers have an opportunity to ensure that resources are effectively aligned with long-term strategic goals that improve student outcomes and educator wellbeing. Doing so will require significant revisions to statutory planning requirements, realignments in local and agency capacity and workloads, inter-agency collaboration, and investments in staffing, data systems, and other tools.

The Legislature should consider...

- Repealing the Educational Plan.
- Requiring all school districts and charter schools to engage in long-term programmatic and financial planning.
- Appropriating \$5.0 million over three fiscal years to PED to support updates to OBMS.

-
- Appropriating \$1.75 million to PED to modernize SEG calculations and enable local access to unit value and program cost projection tools.
 - Exploring future investments in building a data warehouse to ensure all school districts and charter schools have access to high-quality demographic data.

The Public Education Department should consider...

- Revising SBO licensure requirements in alignment with the recommendations of the SBO advisory group.
- Continuing to consolidate existing reporting and compliance processes.
- Revising state-chartered application, renewal, and annual monitoring processes with the legislative intent of long-term programmatic and financial planning.
- Reviewing its accreditation process and determine whether a multi-year accreditation cycle would appropriately align with a long-term programmatic and financial planning framework.
- Completing a comprehensive analysis of its existing internal staff capacity and determine whether there are opportunities to reorganize existing staff to align with the Legislature's intent around long-term programmatic and financial planning.
- Collaborating with statewide partners in designing professional learning around long-term planning for governing body members, superintendents, charter school leaders, and other stakeholders.

School Districts and Charter Schools should consider...

- Collaborating with PED staff in scoping and designing the proposed modifications to OBMS modules and financial forecasting tools.
- Ensuring all SBOs are completing required professional learning.
- Sustaining inclusive and collaborative internal processes for ensuring school business staff are participating in local long-term programmatic planning.
- Revising locally-chartered application, renewal, and annual monitoring processes with the legislative intent of long-term programmatic and financial planning.

Appendix A: School Business Official Advisory Group Members

Name	Organization
Bobbi Newland	Farmington Municipal Schools
Chris Parrino	Montessori of the Rio Grande
Claire Cieremans	New Mexico Association of School Business Officials
David Vigil	Albuquerque Public Schools
Evelyn Garcia	Aztec Municipal School District
Kyle Hunt	Christine Duncan Heritage Academy
Lee White	Loving Municipal Schools
Ludym Martinez	Gadsden Independent School District
Mike Vigil	The Vigil Group, LLC
Sara Cordova	Public Education Department
Sarah Stubbs	Portales Municipal School District
Seana Flanagan	Public Education Department
Sherrita Fluhman	Roy Municipal Schools
Terry Dean	New Mexico Association of School Business Officials

Appendix B: Long-Term Planning Advisory Group Members

Name	Organization
Amy Roble	Maxwell Municipal Schools
David Vigil	Albuquerque Public Schools
Gary Washburn	Carlsbad Municipal School District
Gene Strickland	Hobbs Municipal Schools
Ignacio Ruiz	Las Cruces Public Schools
Jade Rivera	Public Charter Schools of New Mexico
Joe Guillen	New Mexico School Boards Association
John Binnert	Cottonwood Classical Preparatory School
Jvanna Hanks	Gallup-McKinley County Schools
KatieAnn Juanico	Public Education Department
Lee White	Loving Municipal Schools
Sara Cordova	Public Education Department
Terry Dean	New Mexico Association of School Business Officials
Trey Smith	East Mountain High School
Yvonne Garcia	Public Education Department



State of East Mountain

Quarter 1 Report

Letter from the Executive Director

Dear East Mountain Community,

If there's one thing the first quarter of this school year has reminded me, it's that curiosity is alive and well at East Mountain! Spend a few minutes walking through our high school or our new middle school, and you'll encounter students asking questions, testing ideas, and occasionally discovering creative ways to do things their teachers hadn't quite intended.

As we continue to grow, we've been thinking a great deal about how we protect that natural curiosity while building the strong academic foundation every student needs. We have an opportunity to connect those two ambitions more intentionally, creating an educational experience that prepares students to succeed academically and helps them become the thoughtful young people envisioned in our Graduate Profile.



Our Graduate Profile reminds us that an excellent education is about more than earning good grades or performing well on assessments. We want our students to become thoughtful and curious young people who can navigate challenges, build meaningful relationships, and contribute to the world around them.

Middle school is a particularly important time for nurturing curiosity and establishing strong academic habits. We want our youngest students to explore ideas and discover the joy of learning. At the same time, we are intentionally building the literacy and mathematical reasoning skills that will serve them throughout their education.

Curiosity and academic excellence are not competing goals. Each strengthens the other. Students who are genuinely engaged in learning are more willing to wrestle with difficult problems and persevere when things become challenging. And the stronger their academic foundations, the more opportunities they have to explore the world around them.

This thinking also shapes our work across the high school. Our responsibility is to ensure that students experience a coherent approach to learning, in which expectations are clear, instruction builds purposefully from year to year, and every student receives the support they need to succeed.

We have much to celebrate at East Mountain, but we also recognize that strong academic outcomes do not happen by accident. They require thoughtful planning and consistent expectations. Particularly in mathematics, we know there is important work ahead.

At our first Community Council meeting, one theme emerged especially clearly: families and community members deeply value the relationships and personalized attention that define East Mountain. Students are known as individuals here, and that is something we must protect as we grow. The Council also reminded us to pay attention to students whose needs or accomplishments may be less visible and to ensure that every student feels connected to our school community.

Those observations remind us that the quality of a student's education depends on both what they learn and how they experience learning. As we look toward the remainder of the year, I am excited about the opportunity before us. We are building a more intentional and connected educational experience. An experience that begins with curiosity, develops a strong academic foundation, and ultimately prepares graduates to lead meaningful and fulfilling lives.

That is the promise of our Graduate Profile, and it is the work we are committed to every day.

Thank you for being part of the East Mountain community and for helping us build something special!

Sincerely,
Dr. Trey Smith

EMHS graduates are Forward-thinking Leaders  -We are critical and creative thinkers, capable of drawing new insights, asking good questions, and making connections; we engage in productive disagreement when appropriate -We recognize that we will confront obstacles; we are resilient and take ownership of our mistakes. -We advocate for ourselves and seek to improve the systems around us. -We enjoy learning and we understand that we can grow through hard work, dedication, and repeated practice.		
EMHS graduates are College + Career Ready  -We are intellectually prepared to matriculate to college and/or enter the workforce. -We are active learners who hold ourselves accountable to meet our aspirations. -We develop habits of success - self-advocacy, goal- setting, and communication - that will allow us to thrive in college and career.	EMHS graduates have a Sense of Self  -We are honest and self-aware. -We are full people who understand what makes us unique - how our strengths allow us to contribute something special to the world. -We are aware of our growth areas and find ways to improve. -We embrace transformational experiences with an open mind.	EMHS graduates are Collaborators  -We can collaborate with folks from diverse backgrounds. -We demonstrate empathy by seeking to understand the perspectives of others. -We build up our school and give back to our community. -We go out of our way to show kindness towards others.
East Mountain graduates approach the above with core values: Collaboration Integrity Reflection Curiosity Empathy 		

STUDENT LEARNING

Making Progress Every Day

Student learning is at the heart of everything we do. Every day, our teachers are working intentionally to strengthen essential skills, close learning gaps, and help every student make meaningful academic progress.

Across classrooms, students are engaging in challenging lessons, collaborating with peers, and developing their problem-solving skills. Teachers use assessment results and classroom performance to identify where students need additional support and adjust accordingly.

One of our most important commitments this year is individualized tutoring. Every teacher has committed to providing additional academic support, whether through everyday after-school opportunities or designated tutoring days. These sessions provide students with personalized attention, extra practice, and the opportunity to master skills they may be struggling with. We encourage families to take advantage of these tutoring options as much as possible.

We are also focused on important assessment milestones. Students completed the PSAT on October 21, and we are now looking ahead to December, when 9th and 10th graders will take the middle-of-year MAP assessments and 6th graders will complete the midyear iMSSA assessment. Together, these assessments provide valuable insights into student growth, help us identify areas where additional support is needed, and guide instructional decisions for the second half of the school year.

How families can help: Prioritize attendance, encourage participation in tutoring, establish consistent sleep routines, and ask your student about what they're learning.

STUDENT LEARNING

Assessments we use

It's important that our families understand some of the common tools and assessments East Mountain utilizes to capture student learning outcomes.

The **PSAT/SAT** provides a nationally-normed measure of college readiness in reading, writing, and math, helping schools track student growth, identify learning gaps, and prepare students for postsecondary success.

The **MAP** assessment measures student growth and achievement in reading and math over time, helping teachers identify individual learning needs, monitor progress, and adjust instruction accordingly. (9th and 10th grade)

The **NM-ASR (New Mexico Assessment of Science Readiness)** is the state summative science assessment for grade 11, measuring how well students have mastered New Mexico's science standards and are progressing toward college and career readiness.

The **iMSSA** is an interim assessment in reading and math that measures student progress toward grade-level standards, helping teachers identify learning needs, monitor growth, and adjust instruction throughout the year. (only 6th grade).

You can read more details about all these assessments at [this link](#). Talking with your student about these benchmarks and helping them prepare for testing days are critical moves families can make to help their student.

STUDENT WELL-BEING

Creating a school where every student is known, valued, and has a sense of belonging is central to our work.

One of the most important ways we're strengthening these connections is through our advisory program. Advisory creates intentional time for teachers and students to build relationships, develop social-emotional skills, and engage in meaningful conversations beyond academics. Our goal is for every student to have at least one trusted adult at school who knows them well and notices when they need support.

We're also working to create more opportunities throughout the school day for students to connect with peers, find their place in our community, and feel comfortable being themselves. These relationships are the foundation of a healthy school culture.



Climate Survey

We also want to hear from you! Our Family School Climate Survey is an important opportunity to share your perspective on student belonging, safety, relationships, and the overall school experience. Your feedback helps us celebrate what's working and identify where we can improve.

LEADERSHIP



We believe student leadership is best developed through experience, teamwork, service, and the willingness to take on challenges. This fall, our students are demonstrating those qualities in remarkable ways.

Our fall athletic programs are on an exciting trajectory! For the first time in recent memory, every fall sports team is on track to qualify for its respective state tournament. This reflects the dedication of our student-athletes and the tremendous commitment of our coaches, who provide invaluable mentorship to our students beyond the classroom.

Our STEM clubs are gearing up for another season of robotics builds and competitions, while our Speech and Debate team recently hosted a home tournament welcoming schools from across New Mexico. Our Student Council organized an outstanding Homecoming dance and spirit activities. We're also excited to have a new chapter of Best Buddies on campus.

We're also proud of students taking the initiative to organize community service projects make a difference in the world around them.

All of these experiences are essential for students to discover their strengths, develop confidence, and learn to lead.

BUILT TO LAST

Construction Update

Our new 27,000 sq ft. construction remains on schedule and will be complete this summer. We are grateful to our contractor (Franken Construction) and architects (SMPC) for working long hours to keep the project on track.



COMMUNITY PARTNERSHIPS

Discovery Learning

Our Discovery Week showcased an amazing outpouring of community support. **46 Community Partners** provided learning opportunities with 530 students participating in on-campus activities and heading out on **23 field trips** to explore nature and hike in the foothills, learn about New Mexico Native American culture and history, discover potential college and career pathways, and find meaningful ways to give back to our community.

PLUS ... 45 tables at the Career Fair
PLUS... 10 Senior Workshop Partners

Some of those community partners include: Nature Niños, Cottonwood Gulch Expeditions, Indian Pueblo Cultural Center, Pueblo of Acoma, KidsCook!, Maxwell Museum, Artist Shelly Korte, UNM art students, Icon Cinema, New Mexico Highlands University, Luna Community College, CNM, Jaynes Corp, Albuquerque Fire Rescue, NM Tech, ABQ BioPark, ABQ Animal Welfare, Joy Junction, Flix Brewhouse, Guild Theatre, ABQ Aquarium, Junior Achievement of New Mexico, New Mexico Gas Company, Friends of the Sandia Mountains, and 13 parent panelists.

East Mountain Community Council: Get Involved

We had a highly productive East Mountain Community Council (EMCC) meeting in September! And we'd love to have more involvement!

This quarterly advisory group brings together students, families, staff, and school leaders to review school data, identify themes from stakeholder feedback, elevate student and family experience, and help leadership prepare clear quarterly reports for the Governing Council and broader community. The EMCC holds equity at the center of its work, with special consideration for the most disadvantaged student populations.

We hope to include at least one student and one family member from each of these grade bands: 6th grade, 9-10th grade, 11-12th grade. Students and family members who enjoy thinking about school improvement, student experience, or equity are encouraged to apply through the interest form: <https://forms.gle/gqiJPRsYponPkVgp9>

EAST MOUNTAIN
[\[www.eastmountain.org\]](http://www.eastmountain.org)



East Mountain High School Foundation | P.O. Box 340 | Sandia Park, NM 87047 US

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ID	Description	Original Duration	Start	Finish	2026							2027						
					A	S	O	N	D	J	F	M	A	M	J	J		
East Mountain School Addition (Project No. 24018)			226	08/20/26A	07/19/27													
Foundations & Slab-on-Grade			47	10/05/26A	12/10/26													
Area B - 001	Underslab Plumbing & Electrical Rough-In - Area B - Central Wing (Science / Learning Commons)	10	10/05/26A	10/16/26A														
Area C - 001	Underslab Plumbing & Electrical Rough-In - Area C - North Wing (Administration / Classrooms)	3	10/05/26A	10/07/26A														
Area C - 077	RFI#053 Grease Waste Size Discrepancies	10	10/05/26A	10/16/26A														
Area C - 079	Kitchen Grease Waste Re-pipe	5	10/05/26	10/09/26														
Area A - 001	Underslab Plumbing & Electrical Rough-In - Area A - South Wing (Music / Practice)	3	10/07/26	10/09/26														
Area A - 002	Form & Pour Footings / Stem Walls - Area A - South Wing (Music / Practice)	15	10/12/26	10/30/26														
Area B - 002	Form & Pour Footings / Stem Walls - Area B - Central Wing (Science / Learning Commons)	15	10/14/26	11/03/26														
Area C - 002	Form & Pour Footings / Stem Walls - Area C - North Wing (Administration / Classrooms)	10	10/16/26	10/29/26														
Area A - 003	Backfill & Compact at Foundations - Area A - South Wing (Music / Practice)	5	11/02/26	11/06/26														
Area B - 003	Backfill & Compact at Foundations - Area B - Central Wing (Science / Learning Commons)	5	11/04/26	11/10/26														
Area C - 003	Backfill & Compact at Foundations - Area C - North Wing (Administration / Classrooms)	5	11/05/26	11/11/26														
Area A - 004	Slab Prep (Vapor Retarder / Base) & Pour SOG - Area A - South Wing (Music / Practice)	5	11/09/26	11/13/26														
Area B - 004	Slab Prep (Vapor Retarder / Base) & Pour SOG - Area B - Central Wing (Science / Learning Commons)	5	11/11/26	11/17/26														
Area C - 004	Slab Prep (Vapor Retarder / Base) & Pour SOG - Area C - North Wing (Administration / Classrooms)	5	11/13/26	11/19/26														
Area A - 080	Grind & Polish Slab Area-A	4	11/23/26	11/30/26														
Area B - 080	Grind and Polish Slab - Area-B	4	12/01/26	12/04/26														
Area C - 080	Grind & Polish Slab - Area-C	4	12/07/26	12/10/26														
Structural Steel / Joists / Deck / Glulam			38	12/08/26	02/02/27													
Area A - 005	Erect Structural Steel Frame - Area A - South Wing (Music / Practice)	6	12/08/26	12/15/26														
Area B - 005	Erect Structural Steel Frame - Area B - Central Wing (Science / Learning Commons)	6	12/10/26	12/17/26														
Area C - 005	Erect Structural Steel Frame - Area C - North Wing (Administration / Classrooms)	6	12/14/26	12/21/26														
Area B - 007	Install Glue-Laminated Beams/Columns (Learning Commons Feature Roof)	8	12/18/26	12/31/26														
Area A - 006	Erect Steel Joists - Area A - South Wing (Music / Practice)	8	01/04/27	01/13/27														
Area B - 006	Erect Steel Joists - Area B - Central Wing (Science / Learning Commons)	8	01/07/27	01/18/27														
Area C - 006	Erect Steel Joists - Area C - North Wing (Administration / Classrooms)	8	01/12/27	01/21/27														
Area A - 007	Install Metal Roof Deck - Area A - South Wing (Music / Practice)	4	01/14/27	01/19/27														
Area B - 008	Install Metal Roof Deck - Area B - Central Wing (Science / Learning Commons)	5	01/19/27	01/25/27														
Area A - 008	Deck Welding Inspection / Special Inspections - Area A - South Wing (Music / Practice)	2	01/20/27	01/21/27														

Data Date

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ID	Description	Original Duration	Start	Finish	2026							2027						
					A	S	O	N	D	J	F	M	A	M	J	J		
Area C - 007	Install Metal Roof Deck - Area C - North Wing (Administration / Classrooms)	6	01/22/27	01/29/27													Install Metal Roof Deck -	
Area B - 009	Deck Welding Inspection / Special Inspections - Area B - Central Wing (Science / Learning Commons)	2	01/26/27	01/27/27													Deck Welding Inspection	
Area C - 008	Deck Welding Inspection / Special Inspections - Area C - North Wing (Administration / Classrooms)	2	02/01/27	02/02/27													Deck Welding Inspection	
Roofing		38	01/04/27	02/24/27														
Area B - 010	Install Metal Roof Panels (Feature Roof over Learning Commons)	8	01/04/27	01/13/27													Install Metal Roof Panels (Fe	
Area A - 009	Roof Insulation & Cover Board - Area A - South Wing (Music / Practice)	5	01/22/27	01/28/27													Roof Insulation & Cover B	
Area B - 011	Roof Insulation & Cover Board - Area B - Central Wing (Science / Learning Commons)	5	01/28/27	02/03/27													Roof Insulation & Cover	
Area A - 010	Install TPO Roofing Membrane - Area A - South Wing (Music / Practice)	6	01/29/27	02/05/27													Install TPO Roofing Mer	
Area C - 009	Roof Insulation & Cover Board - Area C - North Wing (Administration / Classrooms)	5	02/03/27	02/09/27													Roof Insulation & Cove	
Area B - 012	Install TPO Roofing Membrane - Area B - Central Wing (Science / Learning Commons)	6	02/04/27	02/11/27													Install TPO Roofing Me	
Area A - 011	Roof Flashing, Sheet Metal, Specialties & Snow Guards - Area A - South Wing (Music / Practice)	3	02/08/27	02/10/27													Roof Flashing, Sheet M	
Area C - 010	Install TPO Roofing Membrane - Area C - North Wing (Administration / Classrooms)	6	02/10/27	02/17/27													Install TPO Roofing M	
Area A - 012	Roof Inspection / Moisture Survey / Warranty Walk - Area A - South Wing (Music / Practice)	2	02/11/27	02/12/27													Roof Inspection / Mois	
Area B - 013	Roof Flashing, Sheet Metal, Specialties & Snow Guards - Area B - Central Wing (Science / Learning Co	3	02/12/27	02/16/27													Roof Flashing, Sheet M	
Area B - 014	Roof Inspection / Moisture Survey / Warranty Walk - Area B - Central Wing (Science / Learning Commo	2	02/17/27	02/18/27													Roof Inspection / Moi	
Area C - 011	Roof Flashing, Sheet Metal, Specialties & Snow Guards - Area C - North Wing (Administration / Classr	3	02/18/27	02/22/27													Roof Flashing, Sheetl	
Area C - 012	Roof Inspection / Moisture Survey / Warranty Walk - Area C - North Wing (Administration / Classrooms	2	02/23/27	02/24/27													Roof Inspection / Mo	
Exterior Wall Systems (Framing-Insulation)		35	12/10/26	02/01/27														
Area A - 013	Exterior Cold-Formed Metal Framing - Area A - South Wing (Music / Practice)	14	12/10/26	12/31/26													Exterior Cold-Formed Metal F	
Area B - 015	Exterior Cold-Formed Metal Framing - Area B - Central Wing (Science / Learning Commons)	14	12/18/26	01/11/27													Exterior Cold-Formed Metal	
Area C - 013	Exterior Cold-Formed Metal Framing - Area C - North Wing (Administration / Classrooms)	14	12/23/26	01/14/27													Exterior Cold-Formed Meta	
Area A - 014	Exterior Sheathing - Area A - South Wing (Music / Practice)	4	01/04/27	01/07/27													Exterior Sheathing - Area A-	
Area A - 015	Air/Weather Barrier & Fluid-Applied Waterproofing - Area A - South Wing (Music / Practice)	5	01/08/27	01/14/27													Air/Weather Barrier & Fluid	
Area B - 016	Exterior Sheathing - Area B - Central Wing (Science / Learning Commons)	4	01/12/27	01/15/27													Exterior Sheathing - Area B	
Area A - 016	Exterior Wall Insulation - Area A - South Wing (Music / Practice)	3	01/15/27	01/19/27													Exterior Wall Insulation - A	
Area C - 014	Exterior Sheathing - Area C - North Wing (Administration / Classrooms)	4	01/15/27	01/20/27													Exterior Sheathing - Area C	
Area B - 017	Air/Weather Barrier & Fluid-Applied Waterproofing - Area B - Central Wing (Science / Learning Commo	5	01/18/27	01/22/27													Air/Weather Barrier & Flui	
Area C - 015	Air/Weather Barrier & Fluid-Applied Waterproofing - Area C - North Wing (Administration / Classroom	5	01/21/27	01/27/27													Air/Weather Barrier & Flu	
Area B - 018	Exterior Wall Insulation - Area B - Central Wing (Science / Learning Commons)	3	01/25/27	01/27/27													Exterior Wall Insulation -	
Area C - 016	Exterior Wall Insulation - Area C - North Wing (Administration / Classrooms)	3	01/28/27	02/01/27													Exterior Wall Insulation -	

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ID	Description	Original Duration	Start	Finish	2026					2027				
					A	S	O	N	D	J	F	M	A	M
Area C - 025	Overhead MEP Coordination Rough-In (Ductwork/Conduit/Piping Main Runs) - Area C - North Wing (A	10	02/03/27	02/16/27										
Area A - 026	Fire Sprinkler Branch Piping - Area A - South Wing (Music / Practice)	6	02/04/27	02/11/27										
Area A - 027	HVAC Ductwork Installation - Area A - South Wing (Music / Practice)	8	02/04/27	02/15/27										
Area A - 028	Plumbing In-Wall Rough-In - Area A - South Wing (Music / Practice)	6	02/04/27	02/11/27										
Area A - 029	Electrical Rough-In (Branch Wiring / Boxes) - Area A - South Wing (Music / Practice)	8	02/04/27	02/15/27										
Area B - 029	Fire Sprinkler Branch Piping - Area B - Central Wing (Science / Learning Commons)	6	02/10/27	02/17/27										
Area B - 030	HVAC Ductwork Installation - Area B - Central Wing (Science / Learning Commons)	8	02/10/27	02/19/27										
Area B - 031	Plumbing In-Wall Rough-In - Area B - Central Wing (Science / Learning Commons)	10	02/10/27	02/23/27										
Area B - 032	Electrical Rough-In (Branch Wiring / Boxes) - Area B - Central Wing (Science / Learning Commons)	8	02/10/27	02/19/27										
Area A - 031	Low-Voltage / Communications Rough-In - Area A - South Wing (Music / Practice)	5	02/16/27	02/22/27										
Area A - 032	Fire Alarm Rough-In - Area A - South Wing (Music / Practice)	4	02/16/27	02/19/27										
Area C - 026	Fire Sprinkler Branch Piping - Area C - North Wing (Administration / Classrooms)	6	02/17/27	02/24/27										
Area C - 027	HVAC Ductwork Installation - Area C - North Wing (Administration / Classrooms)	8	02/17/27	02/26/27										
Area C - 028	Plumbing In-Wall Rough-In - Area C - North Wing (Administration / Classrooms)	6	02/17/27	02/24/27										
Area C - 029	Electrical Rough-In (Branch Wiring / Boxes) - Area C - North Wing (Administration / Classrooms)	8	02/17/27	02/26/27										
Area A - 030	Set Rooftop / Air Tempering Equipment - Area A - South Wing (Music / Practice)	5	02/18/27	02/24/27										
Area B - 033	Set Rooftop / Air Tempering Equipment - Area B - Central Wing (Science / Learning Commons)	5	02/19/27	02/25/27										
Area B - 034	Low-Voltage / Communications Rough-In - Area B - Central Wing (Science / Learning Commons)	5	02/22/27	02/26/27										
Area B - 035	Fire Alarm Rough-In - Area B - Central Wing (Science / Learning Commons)	4	02/22/27	02/25/27										
Area C - 030	Set Rooftop / Air Tempering Equipment - Area C - North Wing (Administration / Classrooms)	5	02/25/27	03/03/27										
Area C - 031	Low-Voltage / Communications Rough-In - Area C - North Wing (Administration / Classrooms)	5	03/01/27	03/05/27										
Area C - 032	Fire Alarm Rough-In - Area C - North Wing (Administration / Classrooms)	4	03/01/27	03/04/27										
Interior Framing & Drywall		39	02/16/27	04/09/27										
Area A - 033	Interior Metal Stud Framing - Area A - South Wing (Music / Practice)	7	02/16/27	02/24/27										
Area B - 036	Interior Metal Stud Framing - Area B - Central Wing (Science / Learning Commons)	7	02/24/27	03/04/27										
Area A - 034	Interior Wall / Acoustic Insulation - Area A - South Wing (Music / Practice)	3	02/25/27	03/01/27										
Area C - 033	Interior Metal Stud Framing - Area C - North Wing (Administration / Classrooms)	8	03/01/27	03/10/27										
Area A - 035	MEP Rough-In Inspection (Pre-Cover) - Area A - South Wing (Music / Practice)	2	03/02/27	03/03/27										
Area A - 036	Hang Drywall - Area A - South Wing (Music / Practice)	10	03/04/27	03/17/27										
Area B - 037	Interior Wall / Acoustic Insulation - Area B - Central Wing (Science / Learning Commons)	4	03/05/27	03/10/27										

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ID	Description	Original Duration	Start	Finish	2026							2027						
					A	S	O	N	D	J	F	M	A	M	J	J		
Area B - 038	MEP Rough-In Inspection (Pre-Cover) - Area B - Central Wing (Science / Learning Commons)	2	03/11/27	03/12/27														MEP Rough-In Insp
Area C - 034	Interior Wall / Acoustic Insulation - Area C - North Wing (Administration / Classrooms)	5	03/11/27	03/17/27														Interior Wall / Aco
Area B - 039	Hang Drywall - Area B - Central Wing (Science / Learning Commons)	10	03/15/27	03/26/27														Hang Drywall - A
Area A - 037	Tape, Float & Finish Drywall - Area A - South Wing (Music / Practice)	6	03/18/27	03/25/27														Tape, Float & Fin
Area C - 035	MEP Rough-In Inspection (Pre-Cover) - Area C - North Wing (Administration / Classrooms)	2	03/18/27	03/19/27														MEP Rough-In Ins
Area C - 036	Hang Drywall - Area C - North Wing (Administration / Classrooms)	8	03/22/27	03/31/27														Hang Drywall -
Area B - 040	Tape, Float & Finish Drywall - Area B - Central Wing (Science / Learning Commons)	7	03/29/27	04/06/27														Tape, Float & F
Area C - 037	Tape, Float & Finish Drywall - Area C - North Wing (Administration / Classrooms)	7	04/01/27	04/09/27														Tape, Float & F
Interior Doors / Frames / Hardware		37	02/25/27	04/16/27														
Area A - 038	Install Interior HM Frames - Area A - South Wing (Music / Practice)	4	02/25/27	03/02/27														Install Interior HM Fr
Area B - 041	Install Interior HM Frames - Area B - Central Wing (Science / Learning Commons)	4	03/05/27	03/10/27														Install Interior HM
Area C - 038	Install Interior HM Frames - Area C - North Wing (Administration / Classrooms)	4	03/11/27	03/16/27														Install Interior HM
Area A - 039	Install Interior Doors & Hardware - Area A - South Wing (Music / Practice)	5	03/26/27	04/01/27														Install Interior D
Area B - 042	Install Interior Doors & Hardware - Area B - Central Wing (Science / Learning Commons)	5	04/07/27	04/13/27														Install Interior
Area C - 039	Install Interior Doors & Hardware - Area C - North Wing (Administration / Classrooms)	5	04/12/27	04/16/27														Install Interior
Interior Finishes		34	03/26/27	05/12/27														
Area A - 040	Install Acoustical Ceiling Grid - Area A - South Wing (Music / Practice)	5	03/26/27	04/01/27														Install Acoustica
Area A - 041	Paint Walls (Prime & Finish Coats) - Area A - South Wing (Music / Practice)	6	03/26/27	04/02/27														Paint Walls (Prim
Area A - 042	Install Acoustical Ceiling Tile - Area A - South Wing (Music / Practice)	3	04/05/27	04/07/27														Install Acoustic
Area A - 043	Install Wall Tile (Restrooms/Kitchen) - Area A - South Wing (Music / Practice)	5	04/05/27	04/09/27														Install Wall Tile
Area A - 044	Polished Concrete Finishing (Corridors) - Area A - South Wing (Music / Practice)	4	04/05/27	04/08/27														Polished Concr
Area B - 043	Install Acoustical Ceiling Grid - Area B - Central Wing (Science / Learning Commons)	5	04/07/27	04/13/27														Install Acousti
Area B - 044	Paint Walls (Prime & Finish Coats) - Area B - Central Wing (Science / Learning Commons)	6	04/07/27	04/14/27														Paint Walls (P
Area A - 045	Install Resilient Flooring - Area A - South Wing (Music / Practice)	5	04/08/27	04/14/27														Install Resilien
Area A - 046	Install Carpet Tile - Area A - South Wing (Music / Practice)	4	04/08/27	04/13/27														Install Carpet
Area C - 040	Install Acoustical Ceiling Grid - Area C - North Wing (Administration / Classrooms)	5	04/12/27	04/16/27														Install Acoust
Area B - 045	Install Acoustical Ceiling Tile - Area B - Central Wing (Science / Learning Commons)	3	04/15/27	04/19/27														Install Acoust
Area B - 046	Install Wall Tile (Restrooms/Kitchen) - Area B - Central Wing (Science / Learning Commons)	5	04/15/27	04/21/27														Install Wall T
Area B - 047	Polished Concrete Finishing (Learning Commons) - Area B - Central Wing (Science / Learning Commons)	4	04/15/27	04/20/27														Polished Con
Area B - 048	Install Resilient Flooring - Area B - Central Wing (Science / Learning Commons)	5	04/20/27	04/26/27														Install Resili

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Area B - 049	Install Carpet Tile - Area B - Central Wing (Science / Learning Commons)	4	04/20/27	04/23/27														Install Carpe
Area C - 078	Polished Concrete Finishing - Area-C North Wing (Admin / Classrooms)	3	04/21/27	04/23/27														Polished Con
Area B - 050	Install Resinous Flooring (Kitchen)	4	04/22/27	04/27/27														Install Resin
Area C - 041	Paint Walls (Prime & Finish Coats) - Area C - North Wing (Administration / Classrooms)	5	04/26/27	04/30/27														Paint Walls
Area C - 042	Install Acoustical Ceiling Tile - Area C - North Wing (Administration / Classrooms)	3	05/03/27	05/05/27														Install Aco
Area C - 043	Install Wall Tile (Restrooms/Kitchen) - Area C - North Wing (Administration / Classrooms)	5	05/03/27	05/07/27														Install Wal
Area C - 044	Install Resilient Flooring - Area C - North Wing (Administration / Classrooms)	5	05/06/27	05/12/27														Install Res
Area C - 045	Install Carpet Tile - Area C - North Wing (Administration / Classrooms)	4	05/06/27	05/11/27														Install Car
Specialties / Equipment / Casework		28	04/05/27	05/12/27														
Area A - 047	Install Casework & Countertops - Area A - South Wing (Music / Practice)	6	04/05/27	04/12/27														Install: Casewo
Area A - 048	Install Interior Signage - Area A - South Wing (Music / Practice)	2	04/05/27	04/06/27														Install Interior S
Area A - 049	Install Window Shades - Area A - South Wing (Music / Practice)	2	04/05/27	04/06/27														Install Window
Area A - 050	Install Fire Protection Specialties (Extinguisher Cabinets) - Area A - South Wing (Music / Practice)	2	04/05/27	04/06/27														Install Fire Prot
Area A - 051	Install Visual Display Units (Markerboards) - Area A - South Wing (Music / Practice)	3	04/05/27	04/07/27														Install Visual D
Area A - 052	Install Toilet Partitions & Accessories - Area A - South Wing (Music / Practice)	3	04/12/27	04/14/27														Install Toilet P
Area B - 051	Install Casework & Countertops - Area B - Central Wing (Science / Learning Commons)	6	04/15/27	04/22/27														Install Casew
Area B - 052	Install Interior Signage - Area B - Central Wing (Science / Learning Commons)	2	04/15/27	04/16/27														Install Interior
Area B - 053	Install Window Shades - Area B - Central Wing (Science / Learning Commons)	2	04/15/27	04/16/27														Install Windo
Area B - 054	Install Fire Protection Specialties (Extinguisher Cabinets) - Area B - Central Wing (Science / Learn	2	04/15/27	04/16/27														Install Fire Pro
Area B - 055	Install Visual Display Units (Markerboards) - Area B - Central Wing (Science / Learning Commons)	3	04/15/27	04/19/27														Install Visual
Area B - 056	Install Toilet Partitions & Accessories - Area B - Central Wing (Science / Learning Commons)	3	04/22/27	04/26/27														Install Toilet
Area B - 057	Install Food Service Equipment	8	04/28/27	05/07/27														Install Foo
Area C - 046	Install Casework & Countertops - Area C - North Wing (Administration / Classrooms)	6	05/03/27	05/10/27														Install Cas
Area C - 047	Install Interior Signage - Area C - North Wing (Administration / Classrooms)	2	05/03/27	05/04/27														Install Inter
Area C - 048	Install Window Shades - Area C - North Wing (Administration / Classrooms)	2	05/03/27	05/04/27														Install Wind
Area C - 049	Install Fire Protection Specialties (Extinguisher Cabinets) - Area C - North Wing (Administration /	2	05/03/27	05/04/27														Install Fire
Area C - 050	Install Visual Display Units (Markerboards) - Area C - North Wing (Administration / Classrooms)	3	05/03/27	05/05/27														Install Visu
Area C - 051	Install Toilet Partitions & Accessories - Area C - North Wing (Administration / Classrooms)	3	05/10/27	05/12/27														Install Toi
MEP Trim-Out / Testing / Commissioning		39	04/08/27	06/02/27														
Area A - 053	Install Electrical Devices & Wiring Trim - Area A - South Wing (Music / Practice)	6	04/08/27	04/15/27														Install Electric

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Area A - 054	Install Fire Sprinkler Heads & Trim - Area A - South Wing (Music / Practice)	3	04/08/27	04/12/27														Install Fire Spr
Area A - 055	Install Plumbing Fixtures & Trim - Area A - South Wing (Music / Practice)	5	04/13/27	04/19/27														Install Plumb
Area A - 056	Fire Sprinkler Flush & Hydrostatic Test - Area A - South Wing (Music / Practice)	2	04/13/27	04/14/27														Fire Sprinkler
Area A - 057	Install Interior Lighting Fixtures - Area A - South Wing (Music / Practice)	5	04/16/27	04/22/27														Install Interio
Area A - 058	Install Fire Alarm Devices - Area A - South Wing (Music / Practice)	3	04/16/27	04/20/27														Install Fire Al
Area A - 059	Install HVAC Controls - Area A - South Wing (Music / Practice)	4	04/16/27	04/21/27														Install HVAC
Area A - 060	Plumbing Systems Commissioning - Area A - South Wing (Music / Practice)	2	04/20/27	04/21/27														Plumbing Sy
Area B - 058	Install Electrical Devices & Wiring Trim - Area B - Central Wing (Science / Learning Commons)	6	04/20/27	04/27/27														Install Electr
Area B - 059	Install Fire Sprinkler Heads & Trim - Area B - Central Wing (Science / Learning Commons)	3	04/20/27	04/22/27														Install Fire Sp
Area A - 061	Testing, Adjusting & Balancing (Mechanical) - Area A - South Wing (Music / Practice)	4	04/22/27	04/27/27														Testing, Adj
Area B - 060	Install Plumbing Fixtures & Trim - Area B - Central Wing (Science / Learning Commons)	5	04/23/27	04/29/27														Install Plum
Area B - 061	Fire Sprinkler Flush & Hydrostatic Test - Area B - Central Wing (Science / Learning Commons)	2	04/23/27	04/26/27														Fire Sprinkle
Area A - 062	Mechanical Systems Commissioning - Area A - South Wing (Music / Practice)	3	04/28/27	04/30/27														Mechanical
Area B - 062	Install Interior Lighting Fixtures - Area B - Central Wing (Science / Learning Commons)	5	04/28/27	05/04/27														Install Inter
Area B - 063	Install Fire Alarm Devices - Area B - Central Wing (Science / Learning Commons)	3	04/28/27	04/30/27														Install Fire/A
Area B - 064	Install HVAC Controls - Area B - Central Wing (Science / Learning Commons)	4	04/28/27	05/03/27														Install HVA
Area B - 065	Plumbing Systems Commissioning - Area B - Central Wing (Science / Learning Commons)	2	04/30/27	05/03/27														Plumbing S
Area B - 066	Testing, Adjusting & Balancing (Mechanical) - Area B - Central Wing (Science / Learning Commons)	4	05/04/27	05/07/27														Testing, Ac
Area C - 052	Install Electrical Devices & Wiring Trim - Area C - North Wing (Administration / Classrooms)	5	05/06/27	05/12/27														Install Ele
Area C - 053	Install Fire Sprinkler Heads & Trim - Area C - North Wing (Administration / Classrooms)	3	05/06/27	05/10/27														Install Fire
Area B - 070	Mechanical Systems Commissioning - Area B - Central Wing (Science / Learning Commons)	3	05/10/27	05/12/27														Mechanic
Area C - 054	Install Plumbing Fixtures & Trim - Area C - North Wing (Administration / Classrooms)	5	05/11/27	05/17/27														Install Pl
Area C - 055	Fire Sprinkler Flush & Hydrostatic Test - Area C - North Wing (Administration / Classrooms)	2	05/11/27	05/12/27														Fire Sprin
Area C - 056	Install Interior Lighting Fixtures - Area C - North Wing (Administration / Classrooms)	5	05/13/27	05/19/27														Install In
Area C - 057	Install Fire Alarm Devices - Area C - North Wing (Administration / Classrooms)	3	05/13/27	05/17/27														Install Fir
Area C - 058	Install HVAC Controls - Area C - North Wing (Administration / Classrooms)	5	05/13/27	05/19/27														Install HY
Area A - 063	Electrical Panel Start-Up / Energization - Area A - South Wing (Music / Practice)	2	05/18/27	05/19/27														Electrica
Area B - 067	Electrical Panel Start-Up / Energization - Area B - Central Wing (Science / Learning Commons)	2	05/18/27	05/19/27														Electrica
Area C - 059	Plumbing Systems Commissioning - Area C - North Wing (Administration / Classrooms)	2	05/18/27	05/19/27														Plumbing
Area C - 060	Electrical Panel Start-Up / Energization - Area C - North Wing (Administration / Classrooms)	2	05/18/27	05/19/27														Electrica
Area A - 064	Electrical Systems Commissioning - Area A - South Wing (Music / Practice)	2	05/20/27	05/21/27														Electrica

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Area B - 068	Electrical Systems Commissioning - Area B - Central Wing (Science / Learning Commons)	2	05/20/27	05/21/27																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																</

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					A	S	O	N	D	J	F	M	A	M	J	J		
General - 028	Fire Detection & Alarm System - A/E Review & Approval	8	10/12/26	10/21/26														Fire Detection & Alarm System - A/E Review & Approval
General - 029	Fire Sprinkler System Materials - A/E Review & Approval	8	10/12/26	10/21/26														Fire Sprinkler System Materials - A/E Review & Approval
General - 032	TPO Roofing & Metal Roof Panel System - A/E Review & Approval	10	10/13/26	10/26/26														TPO Roofing & Metal Roof Panel System - A/E Review & Approval
General - 033	Metal & Composite Wall Panel System - A/E Review & Approval	10	10/13/26	10/26/26														Metal & Composite Wall Panel System - A/E Review & Approval
General - 034	Flooring & Acoustical Ceiling Systems - A/E Review & Approval	10	10/13/26	10/26/26														Flooring & Acoustical Ceiling Systems - A/E Review & Approval
General - 035	Electrical Switchgear & Panelboards - A/E Review & Approval	10	10/13/26	10/26/26														Electrical Switchgear & Panelboards - A/E Review & Approval
General - 036	Air Tempering System Equipment (RTUs) - A/E Review & Approval	10	10/13/26	10/26/26														Air Tempering System Equipment (RTUs) - A/E Review & Approval
General - 038	Aluminum Storefronts & Glazing - A/E Review & Approval	10	10/15/26	10/28/26														Aluminum Storefronts & Glazing - A/E Review & Approval
General - 039	HM/Wood Doors, Frames & Hardware - A/E Review & Approval	10	10/15/26	10/28/26														HM/Wood Doors, Frames & Hardware - A/E Review & Approval
General - 040	Architectural Wood Casework & Countertops - A/E Review & Approval	10	10/15/26	10/28/26														Architectural Wood Casework & Countertops - A/E Review & Approval
General - 041	Food Service Equipment - A/E Review & Approval	10	10/15/26	10/28/26														Food Service Equipment - A/E Review & Approval
General - 053	Structural Steel Fabrication	30	10/19/26	12/01/26														Structural Steel Fabrication
General - 042	Toilet Partitions & Accessories - Fabrication	10	10/22/26	11/04/26														Toilet Partitions & Accessories - Fabrication
General - 043	Building Signage - Fabrication	8	10/22/26	11/02/26														Building Signage - Fabrication
General - 044	Fire Detection & Alarm System - Fabrication	8	10/22/26	11/02/26														Fire Detection & Alarm System - Fabrication
General - 045	Fire Sprinkler System Materials - Fabrication	10	10/22/26	11/04/26														Fire Sprinkler System Materials - Fabrication
General - 046	Steel Joists & Deck - Fabrication	41	10/27/26	12/28/26														Steel Joists & Deck - Fabrication
General - 047	Glue-Laminated Timber - Fabrication	30	10/27/26	12/09/26														Glue-Laminated Timber - Fabrication
General - 048	TPO Roofing & Metal Roof Panel System - Fabrication	30	10/27/26	12/09/26														TPO Roofing & Metal Roof Panel System - Fabrication
General - 049	Metal & Composite Wall Panel System - Fabrication	30	10/27/26	12/09/26														Metal & Composite Wall Panel System - Fabrication
General - 050	Flooring & Acoustical Ceiling Systems - Fabrication	20	10/27/26	11/23/26														Flooring & Acoustical Ceiling Systems - Fabrication
General - 051	Electrical Switchgear & Panelboards - Fabrication	20	10/27/26	11/23/26														Electrical Switchgear & Panelboards - Fabrication
General - 052	Air Tempering System Equipment (RTUs) - Fabrication	75	10/27/26	02/15/27														Air Tempering System Equipment (RTUs) - Fabrication
General - 054	Aluminum Storefronts & Glazing - Fabrication	40	10/29/26	12/29/26														Aluminum Storefronts & Glazing - Fabrication
General - 055	HM/Wood Doors, Frames & Hardware - Fabrication	20	10/29/26	11/25/26														HM/Wood Doors, Frames & Hardware - Fabrication
General - 056	Architectural Wood Casework & Countertops - Fabrication	30	10/29/26	12/11/26														Architectural Wood Casework & Countertops - Fabrication
General - 057	Food Service Equipment - Fabrication	40	10/29/26	12/29/26														Food Service Equipment - Fabrication
General - 058	Building Signage - Deliver to Site	2	11/03/26	11/04/26														Building Signage - Deliver to Site
General - 059	Fire Detection & Alarm System - Deliver to Site	3	11/03/26	11/05/26														Fire Detection & Alarm System - Deliver to Site
General - 060	Toilet Partitions & Accessories - Deliver to Site	3	11/05/26	11/09/26														Toilet Partitions & Accessories - Deliver to Site
General - 061	Fire Sprinkler System Materials - Deliver to Site	3	11/05/26	11/09/26														Fire Sprinkler System Materials - Deliver to Site

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General - 062	Flooring & Acoustical Ceiling Systems - Deliver to Site	3	11/24/26	11/30/26														Flooring & Acoustical Ceiling Syst
General - 063	Electrical Switchgear & Panelboards - Deliver to Site	5	11/24/26	12/02/26														Electrical Switchgear & Panelboar
General - 064	HM/Wood Doors, Frames & Hardware - Deliver to Site	3	11/30/26	12/02/26														HM/Wood Doors, Frames & Hard
General - 073	Structural Steel - Deliver to Site	4	12/02/26	12/07/26														Structural Steel - Deliver to Site
General - 065	Glue-Laminated Timber - Deliver to Site	3	12/10/26	12/14/26														Glue-Laminated Timber - Delive
General - 066	TPO Roofing & Metal Roof Panel System - Deliver to Site	3	12/10/26	12/14/26														TPO Roofing & Metal Roof Pane
General - 067	Metal & Composite Wall Panel System - Deliver to Site	3	12/10/26	12/14/26														Metal & Composite Wall Panel S
General - 069	Architectural Wood Casework & Countertops - Deliver to Site	3	12/14/26	12/16/26														Architectural Wood Casework &
General - 070	Steel Joists & Deck - Deliver to Site	3	12/29/26	12/31/26														Steel Joists & Deck - Deliver t
General - 071	Aluminum Storefronts & Glazing - Deliver to Site	3	12/30/26	01/04/27														Aluminum Storefronts & Glaz
General - 072	Food Service Equipment - Deliver to Site	5	12/30/26	01/06/27														Food Service Equipment - De
General - 068	Air Tempering System Equipment (RTUs) - Deliver to Site	2	02/16/27	02/17/27														Air Tempering System
Building-Wide Systems Head-End Programming, Energization & Final Certification		10	05/13/27	05/26/27														
General - 074	Main Switchgear Energization	3	05/13/27	05/17/27														Main Sw
General - 075	Program Fire Alarm System Head-End / Control Panel	3	05/18/27	05/20/27														Program
General - 076	Program Building Management System (BAS) Head-End	4	05/20/27	05/25/27														Progran
General - 077	Fire Alarm System Final Certification (AHJ Witness Test)	2	05/25/27	05/26/27														Fire Ala
Final Site Work		13	03/09/27	03/25/27														
General - 078	Final Landscaping & Irrigation (Low Water-Use Plantings)	8	03/09/27	03/18/27														Final Landscaping
General - 079	Site Concrete Flatwork / Sidewalks / Terraced Seating Hardscape	7	03/09/27	03/17/27														Site Concrete Flatw
General - 080	Pavement Markings	2	03/18/27	03/19/27														Pavement Markin
General - 081	Site / Premises Identification Signage	2	03/18/27	03/19/27														Site / Premises Id
General - 082	Welded Wire Fences & Gates	3	03/19/27	03/23/27														Welded Wire Fen
General - 083	Final Site Cleanup	2	03/24/27	03/25/27														Final Site Cleanu
Closeout		32	06/03/27	07/19/27														
General - 084	Substantial Completion Punch List Walkthrough (Architect/Owner)	2	06/03/27	06/04/27														Substa
General - 085	Commissioning / TAB Reports & Final Cx Documentation	3	06/03/27	06/07/27														Comm
General - 086	Correction of Punch List Items	10	06/07/27	06/18/27														Corr
General - 087	Final Cleaning	10	06/21/27	07/02/27														Fi
General - 088	Owner Demonstration & Training	3	06/21/27	06/23/27														Own

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