# Required Appendix A

#### API

# **COLUMBUS COMMUNITY SCHOOL**

# **SCOPE AND SEQUENCE**

Course Goals	6	7	8	9	10	11	12
ELA/SLA READING							
Meaning	Х	Х	Х	Х	Х	Х	Х
Textual evidence	Х	Х	Х	Х	Х	Х	Х
Central ideas	Х	Х	Х	Х	Х	Х	Х
Vocabulary	Х	Х	Х	Х	Х	Х	Х
Structures	Х	Х	Х	Х	Х	Х	Х
Diverse media	Х	Х	Х	Х	Х	Х	Х
ELA/SLA WRI	TING						
Persuasive	Х	Х	Х	Х	Х	Х	Х
Informative	Х	Х	Х	Х	Х	Х	Х
Narrative	Х	Х	Х	Х	Х	Х	Х
Writing process	Х	Х	Х	Х	Х	Х	Х
Use technology	Х	Х	Х	Х	Х	Х	Х
Research	Х	Х	Х	Х	Х	Х	Х
ELA/SLA GRA	MMAR	}					
Correct usage	Х	Х	Х	Х	Х	Х	Х
Conventions	Х	Х	Х	Х	Х	Х	Х
Word meanings	Х	Х	Х	Х	Х	Х	Х
Figurative vocab.	Х	Х	Х	Х	Х	Х	Х
Applied vocab.	Х	Х	Х	Х	Х	Х	Х
ELA 1 & SLA 1				Х			
ELA 2 & SLA 2					Х		
ELA 3 & SLA 3						Х	
ELA 4 & SLA 4							Х
Dual Credit Er	nglish					Х	Х
Dual Credit Spanish x x					Х		
MATHEMATICS							
-Numbers	Х	Х	Х				
-Operations	Х	Х	Х				
-Patterns	Х	Х	Х	Х			
-Algebra	Х	Х	Х	Х	Х		
-Measurement	Х	Х	Х	Х	Х		
-Statistics	Х	Х	Х	Х	Х	Х	Χ
-Graphic represent x x			Х	Х	Х	Х	Χ

Course Goals	6	7	8	9	10	11	12
-Geometry	х	Х	Х		Х		
-HS Algebra I		Х	Х	Х			
-HSAlgebra II				Х	Х	Х	
-HS Geometry			Х	Х	Х		
-PreAP Precalculus	5				Х	Х	Χ
-AP Calculus						Х	Χ
Dual Credit	Math: P	re-calc	ulus &	Calcul	ıs	Х	Х
SCIENCES							
-Explorations	Х	Х	Х	Х	Х	Х	Χ
-Laboratory	Х	Х	Х	Х	Х	Х	Χ
-Research	Х	Х	Х	Х	Х	Х	Χ
-Nature of Science	_	Х	Х	Х	Х	Х	Х
EARTH SCIE							
-Earth materials	х	х	Х	Х	х	х	Х
-Atmosphere	X	X	Х	Х	X	X	X
-Land	X	X	Х	Х	Х	X	Х
-Water	X	Х	Х	Х	Х	X	Х
-Climate	X	Х	Х	X	X	X	X
-Seasons	X	X	X	Х	X	X	X
-Solar system	X	Х	X	X	X	X	X
BIOLOGY				_ ^			
-Plants	Х	Х					
-Animals	X	X					
-HS Biology I				Х			
-HS Biology II						Х	
HEALTH							
-Nutrition	х	х	Х	х	х	х	Х
-Human body	X	X					
-Reproduction/DN/			Х				
-HS Health				Х			
Physical Education	ı X	Х	Х	X	х	х	Х
CHEMISTRY		^_			^_		
-HS Chemistry I				Х			
-HS Chemistry II					Х		
PHYSICS							
-Matter	Х	Х					
-Energy	X	X	Х	Х	Х	Х	Х
-Forces & Motion	<del>                                     </del>	<u> </u>	X				^
-Sound	Х	Х					
-Light	X	X					
-HS Physics I	<del>  ^</del>	<del>  ^</del>		Х			
-HS Physics II				<u> </u>			Х
ENVIRONM	FNTAL S	C.					
-Topics	LITALS		Х				
-HS Environ Sc						Х	
TIS LITVITUIT SC		1		1	1	_ ^	]

Course Goals	6	7	8	9	10	11	12
-Topics							
-HS Meteorology						Х	
-HS Astronomy							
Dual Credit						Х	Χ
College level	Science	e Class	es			Х	Х
SOCIAL STUDIES							
Communities	х	Х	х	Х	х	х	Х
Families	х	Х	Х	Х	Х	Х	Х
GEOGRAPHY							
-Our community	х	Х	Х	Х	Х	х	Х
-Africa							
-Asia	1						
-South America							
-The Caribbean	1						
-Middle East							
-Europe							
-Southeast Asia							
-Australia							
-The United States	Х	Х	х	Х	Х	Х	х
-Latin America	+ ~						
-Canada							
-HS World Geo					Х		
CULTURES							
-Africa	1						
Latin America		Х		Х			
-Asia				,,			
Mexico/US					.,		Х
I IVIEXICU/U3	X	X	X	X	1 X	X	
	Х	Х	Х	Х	Х	Х	^
-The Caribbean	X	X	X	X	X	X	^
-The Caribbean -Middle East	X	X	X	X	X	X	^
-The Caribbean -Middle East -Europe	X	X	X	X	X	X	^
-The Caribbean -Middle East -Europe -Southeast Asia	X	X	X	X	X	X	^
-The Caribbean -Middle East -Europe -Southeast Asia -Australia	X	X	X	X	X	X	^
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans		X	X	X	X	X	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME							
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,		X	х	X	X	X	X
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't						x	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government			х			x	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government HS Economics			х			x	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government HS Economics HISTORY	NT	X	х	X		x	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government HS Economics HISTORY -US to 1800	NT X	X	X X	X		x	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government HS Economics HISTORY -US to 1800 -US 1800 to 1900	NT X X	X	X X	X		x	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government HS Economics HISTORY -US to 1800 -US 1800 to 1900 -US 1900 - present	NT X	X	X X	X	X	x	
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government HS Economics HISTORY -US to 1800 -US 1800 to 1900 -US 1900 - present -HS World History	NT X X X	X X X	X X X	X X X		X X X	X
-The Caribbean -Middle East -Europe -Southeast Asia -Australia - Native Americans GOVERNME -Rights, rules,Levels of gov't -US Government HS Economics HISTORY -US to 1800 -US 1800 to 1900 -US 1900 - present	NT X X X X Econom	X X X X	X X X	X X X	X	x	

# SAMPLE SCOPE AND SEQUENCE FORMAT

# $\boldsymbol{6}^{\text{TH}}$ GRADE SCIENCE – SCIENTIFIC THINKING AND PRACTICE

#### CONTENT: EARTH SCIENCE – SCIENCE AND SOCIETY

1 <sup>ST</sup> NINE WEEKS	2 <sup>ND</sup> NINE WEEKS	3 <sup>RD</sup> NINE WEEKS	4 <sup>TH</sup> NINE WEEKS
Scientific Inquiry	Organisms & Environmental Change	Weathering & Erosion	Earth , Moon, Sun Systems
Measurement Tools & Techniques	Earth Structure & Movement	Changing Atmosphere	Solar System
			Universe
Data Analysis	Rocks/Minerals & Fossil fuels	Weather & Climate	
Matter			Innovations, Technology And Society
Energy			

Scientific Inquiry	Measurement Tools &	Data analysis	Matter	Energy
	Techniques			
Science Process Skills	Use appropriate tools and	Record data	What is matter?	Types of
Inference	units to measure	Relevant/useful data &	Atoms	energy
Measurement	Mass, volume, length,	observations	Molecules	Kinetic/Potential
Predictions	density, temperature	Information to Table		Heat
Hypothesizing	Weight vs. mass	Table to Graph	States of Matter	Light
Observation	Barometric pressure,		Plasma	Mechanical
Communication	wind speeds, humidity	Data Tables	Gas	Electrical
Classification	(track throughout the	Create	Liquid	Chemical
	year)	Organize	Solid	Nuclear
Use inquiry & common		Interpret	Bose – Einstein	
scientific processes	Convert units within		condensate	Some energy travels
Collect relevant data &	metric system	Graphs		In waves
observations	Introduce dimension	Line	Reactions (changes)	Transverse vs.
Hypothesis	analysis	Pie	Physical	compression
Accurate measurements		Bar	Chemical	Light
Identify variables	Introduce/model	Label correctly		Sound
Control variables	scientific notation		Physical properties to ID	
Logical reasoning		Explain data &	Matter	
Formulate explanations		Observations		
Etc., etc., etc.	Etc., etc., etc.	Etc., etc., etc.	Etc., etc., etc.	Etc., etc., etc.

# Optional Appendix B

# APPENDIX B CCS BY-LAWS

# **Columbus Community School**

# **Proposed Governing Board By-Laws**

#### 1. MISSION STATEMENT

The mission of Columbus Community School is to create a learning environment, in a binational area, that prepares middle and high school students (6<sup>th</sup> – 12<sup>th</sup> grades) to achieve high academic standards and personal development necessary for entering the workforce or continuing in post-secondary education through: 1) rigorous dual language instruction in English and Spanish; 2) hands-on collaborative, project-based curriculum which integrates STEM fields. This will support the study and construction of "green", energy-efficient projects, which will result in opportunities for research and entrepreneurships that can contribute to the area's economic strength and the school's sustainability.

# 1) EQUAL OPPORTUNITY

Columbus Community School affirms its commitment to providing equal treatment of all of its students, parents, employees, and community. Neither CCS nor the Governing Board shall discriminate against any student, parent, employee, or other community member on the basis of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition or sexual orientation or gender identity with respect to his/her rights, privileges, programs, activities, and/or in the administration of its educational programs and athletics/extracurricular activities.

#### 2. GOVERNING LAWS AND POLICIES

Columbus Community School Governing Board will collaborate with the Columbus Community so as to intimately involve maximum stakeholder participation in the decision making process of the charter school, utilizing democratic concepts and practices of democracy. Columbus Community School must comply with all applicable federal, state, and local laws and regulations as well as the terms and conditions of its charter. Governing Board members will, as part of their Board orientation program, familiarize themselves with the following key provisions of New Mexico laws:

- Charter School Act (NMSA 1978 §§ 22-8B-1 et seq.);
- School Personnel Act (NMSA 1978 §§ 22-10A-1 et seq.);
- Procurement Code (NMSA 1978 §§ 13-1-1 et. seq.);
- Open Meetings Act (NMSA 1978, Sections 10-15-1 et seq.);
- Public School Finance Act (NMSA 1978 §§22-8-1 et seq.); and applicable rules and regulations issued by the New Mexico Public Education Department (PED) (contained in Title 6 of the New Mexico Administrative Code).
- In addition, to the extent the Board has not specifically requested and been granted a waiver from a particular New Mexico Public Education Department those policies which have not been waived, shall apply.

The Governing Board or (Board) has a responsibility to ensure that CCS operates in

accordance with all applicable laws and regulations, and meets its commitments to its authorizer (PED) and the community it serves, as reflected in its approved charter.

#### 3. GOVERNING BOARD POWERS AND RESPONSIBILITIES

The primary powers and duties of the Governing Board are to:

- a. Develop operational policies.
- b. Recruit, oversee and evaluate the Head Administrator..
- c. Review, approve and monitor implementation of the annual budget.
- d. Acquire, lease and dispose of property, both real and personal to the extent permissible by laws applicable to public schools.
- e. Initiate lawsuits or take all necessary steps to protect and safeguard the reputation and interests of CCS charter school.
- f. Authorize the repair and maintenance of all property over the amount of \$10,000.
- g. Enter into contracts consistent with the approved budget for any service or activity that is required to perform in order to carry out the educational program described in the CCS charter and as otherwise in accordance with the New Mexico Charter School Act as amended.
- h. Adopt rules and policies pertaining to the administration of all powers or duties of the Governing Board.
- i. Accept or reject any charitable gift, grant, devise or bequest. Each particular gift, grant, devise or bequest accepted shall be considered an asset of CCS.
- j. Approve amendments to the Charter prior to presentation to the authorizer for approval.
- k. Make application to the Public School Capital Outlay Board for capital outlay funds.
- 1. Acquire and dispose of property.
- m. Amend procedures provided for in the Bylaws from time to time consistent with the mission of CCS charter school.
- n. Delegate to the Head Administrator the authority to implement the charter, policies, procedures, facilities plans, budget and such other directives and policies adopted by the Governing Board from time to time. The Governing Board shall not be involved in

- the day-to-day operations of the school.
- o. The Governing Board will have primary responsibility for the development and review of all major policies; be a resource for problem resolution escalated to the Governing Board by the Head Administrator according to policies; procedures and appropriate protocol; and review recommendations submitted by the Head Administrator. Examples would include, but not be limited to, curriculum, budget development, and final approval of contracts.
- p. Promote a cooperative relationship with its charter authorizer; to function in accordance with the New Mexico Charter School Act and resolve any dispute, which may arise between the School and its charter authorizer and the Public Education Department to the mutual benefit of the operation of the Charter School and its authorizer.
- q. Such other powers and authorities as provided for by law.

#### 4. REPRESENTATIONS BY INDIVIDUAL MEMBERS

The Governing Board will not be bound by any statement or action on the part of any individual Governing Board member, unless the Governing Board, by majority vote in a properly convened meeting, delegates authority to that individual member to speak for or represent the entire Board. Unless acting pursuant to said express-delegated authority from the Board, no Board member shall undertake any individual action to implement any plan or action of the Governing Board. In the event a Governing Board member is assisting the Head Administrator to implement school policies, programs or other directives of the Head Administrator, the Governing Board member shall be considered a volunteer and have no special authority beyond that of a volunteer.

#### 5. AMENDING GOVERNING BOARD BYLAWS

Any section or subsection of the Governing Board Bylaws may be altered, suspended or revoked only by a 2/3 (two-thirds) of a quorum vote of the Governing Board unless specifically addressed otherwise by section or subsection.

#### 6. BOARD MEMBERSHIP

#### A. Positions on Board

The Governing Board shall have no fewer than 5 (five), but no more than twelve (12) members, unless a larger number is required by a vote of the Board In addition, there shall be at least one Board member who has a child or children in the school.

# **B.** Qualifications

The candidates for positions on the Governing Board must demonstrate collaborative and problem-solving skills and attitudes, an ability and willingness to devote substantial time and energy to serving on the Board, including orienting and training events. The candidate must be willing to chair and regularly participate in the activities of at least one Community committee, and a willingness and ability to devote their time and energy to acting in the best interests of CCS as a whole, rather than the interests of any particular interest group. As much as possible, Governing Board members shall reflect the ethnic diversity that makes up the school community.

#### C. Staggered Terms

Terms and Board seats shall be staggered so that the Governing Board will not lose more than 60% of its members at any one election. Each position will be elected for a 3-year term. Board members may run one subsequent term. If after serving two terms, a member must wait out one term if she/he chooses to run a gain.

#### D. Adhoc Nominating and Recruitment Committee

The Nominating Committee shall solicit applications, recruit potential candidates, and screen applicants and recruits for each of the positions on the Board to be filled.

#### E. Nominating Petitions

Any person, who desires to be considered for one of the elective positions on the Board, shall submit a letter of interest to the Board. At the next meeting of the Board, the Board must review the qualifications of the candidate(s) so as to affirm that candidate(s)

meets Board policies, charter requirements, and all state and federal statutes and regulations. If the Board is satisfied that the candidate(s) meets all requirements it will officially approve, by majority vote, the candidates. Those members whose position is expired shall serve until their positions are filled. If there is more than one candidate for any elective position, then the Board shall interview and appoint members to the Board. The term of the "appointed seat" shall be for one year or until filled during a regularly scheduled election. If the seat is subsequently filled by an election, the position—shall only be for the duration of the term for that position.

#### F. Restrictions on Board Members

In no event shall any of the voting members of the Board be employees of CCS, which shall for this purpose includes persons receiving compensation as an independent contractor, or spouses of another Governing Board member.

#### G. Automatic Removal of Certain Board Members

- (1) A Board member who is hired on the staff of the charter school will be deemed to have automatically resigned from his or her position on the Board.
- (2) Any candidate for Board membership, who may be otherwise qualified except for his/her status as an independent contractor to CCS, must choose either to withdraw his/her candidacy or terminate his/her contractor status.

#### H. Recall of Board Members

If at any time the Board shall receive a recall petition with respect to any member serving in an elective position, signed by at least sixty percent the school community, the Board shall arrange for a recall election to be held within thirty (30) days thereafter. Constituents eligible to vote for such position shall vote by ballot in such recall election, and such member shall be recalled and removed from office if more than fifty percent (50) of the votes cast in such election are cast for removal.

# I. Vacancies

A vacancy on the Board caused by a member's resignation, removal by vote of the Board, a recall, death, refusal to serve, or incapacity, will be filled by majority vote of

the remaining Board members.

#### J. Attendance

Governing Board members are expected to regularly attend Board meetings. If a Board member anticipates that he or she will not be able to attend a meeting, the Board member shall notify the Chairperson or designee of the Board of his or her impending absence in advance of the meeting. If a Board member, as a result of an emergency or illness, is unable to notify the Chairperson or designee of the Board in advance that he or she will be unable to attend a meeting, the Board member shall notify the Board Chairperson or designee in a timely manner following the meeting of the reason for his or her absence.

#### K. Removal from Board

A Board member may be removed by a majority vote of the remaining Board members for the following reasons:

- If a member of the Governing Board misses three consecutive regular meetings or three out of six consecutive regular meetings, the office of such member may be declared vacant by a vote of a majority of the remaining members of the Board.
- 2.If a member of the Governing Board knowingly violates any policy or procedure adopted by the Governing Board, the office of such member may be declared vacant by a vote of a majority of the remaining members of the Board.
- 3. If a member uses his or her position to gain from the school, financially or otherwise.

#### L. Filling Vacancy upon Removal

Any vacancy of an office on the Governing Board created pursuant to this section shall be filled in the same manner as other vacancies on the Governing Board are filled. Any member of the Governing Board who has his or her office declared vacant or vacated pursuant to this section shall not be eligible for appointment or election to the Governing Board until the term for which he or she was originally elected or appointed has expired. As used in this section, "regular meeting" means a meeting of the members of the Governing Board about which notice has been published. No office of a member of the

Governing Board shall be declared vacant under this section for any absence or other event that occurred prior to the date of adoption of these Bylaws.

#### 7. CONFLICT OF INTEREST POLICY

# A. General Principles

All Board members have a duty of loyalty and a duty of care towards CCS charter school. It is the responsibility of all Governing Board members to conduct themselves in accordance with the highest standards of integrity, honesty, and fair dealing to preclude conflict between the interest of CCS and the personal interests of the Governing Board member. Likewise, it is the responsibility of the school to conduct all its business and operations impartially in accordance with all laws and in conformity with the highest ethical and professional standards. All hiring and other transactions imposing financial and/or legal obligations on the school shall be made with the best interests of the school as the foremost consideration. The Board also recognizes that the ultimate success depends upon the active participation, cooperation and collaboration of parents, volunteers, employees, Governing Board members, students, and other community members. Sometimes the best interests of CCS charter school may involve the creation of relationships that might create an appearance of impropriety or potential for abuse of position, if not carefully evaluated by disinterested parties. The Board therefore has established this policy to guide Governing Board members in their actions or relationships, so that they will avoid the appearance of having their judgment or the performance of their duties compromised.

# **B.** Conflict of Interest Definition

A conflict of interest occurs whenever a Governing Board member permits the prospect of direct or indirect personal gain (or gain to a relative or Related Entity) to influence improperly his or her judgment or actions in the conduct of CCS. It is not practical to specify every action that might be considered to raise a conflict of interest. Consequently, Board members should immediately disclose to the Board any circumstance that may give rise to the appearance of a conflict of interest. The following situations have the potential for being an actual conflict of interest and must be avoided

unless the Board member has brought the issue before the Board for consideration and the Board voted to approve it in an open meeting: Hiring a Governing Board member's relative as an employee, whether full-time or part-time. Acquiring, leasing, and selling any property, facilities, materials, or contract services (e.g., financial, legal, public relations, and computer) under circumstances in which there is direct or indirect compensation to a Governing Board member or his/her relative or a Related Entity of the member. Using confidential information acquired by virtue of their associations for their individual or another's private gain. Requesting or receiving and accepting a gift or loan for themselves or another that tends to influence them or appear to influence them in the discharge of their duties as Board members. Influencing or having the appearance of influencing business with suppliers to CCS, which results in the financial benefit to a Governing Board member, his or her relatives or a Related Entity.

# C. Deliberations and Voting on Conflict Issues

In order to avoid conflicts of interest and the appearance of impropriety Board members shall not participate in open meeting or Closed Session deliberations or votes relating to the discipline of (i) himself or herself; (ii) any relative of the Board member; or (iii) any transaction between CCS and any Related Entity of the Governing Board member. "Closed Session" shall mean any portion of a Governing Board meeting that is properly closed to the public in accordance with the provisions of the state Open Meetings Act. The Head Administrator shall not authorize (by approval of a Purchase Order or otherwise) or enter into any proposed transaction described in Paragraph B unless and until the transaction has first been evaluated and approved by the Governing Board. The Governing Board may, but shall not be obligated to, approve a proposed transaction (including the hiring of a Governing Board member's relative or any Related Entity, if the Board concludes, after review of all pertinent data, that: (i)the transaction is financially no less favorable to the school than would be available in an arm's length transaction between unrelated parties; (ii) no Governing Board member will be in a position to influence decisions relating to the employment, supervision, compensation or discipline of a relative; (i) Sno Governing Board member will be in a position to influence decisions relating to any transaction between CCS and any Related Entity; and (iv) the benefits of CCS outweigh any appearance of a conflict of interest.

# D. Violation of Conflict of Interest Policy

Upon discovery of a possible infraction of the established CCS conflict of interest polices, the discovering party is required to immediately notify the Governing Board Chairperson, Head Administrator, and all Board Members. A Special Governing Board Meeting must be immediately scheduled to consider the matter. In the event the Governing Board decides that a CCS employee, Governing Board member, or volunteer has violated the conflict of interest rules or otherwise abused or attempted to abuse his or her position at CCS, the shall review and recommend appropriate action.

#### E. Transactions with Interested Board Members

CCS shall not enter into any financial transaction with any Board member, any relative of a Board member, or any other person or entity in which the Board member or relative of the Board member has a direct or indirect financial interest unless during a public meeting: (a) the nature of the direct or indirect financial interest is fully disclosed to the Board; and (b) the transaction is expressly approved by a majority of the Board members present at such meeting who have no direct or indirect personal financial interest in the transaction, provided a quorum of the full Board is present at such meeting. A written contract or other written memorandum shall evidence all such interested transactions approved by the Board, and be reflected in Board Minutes. Each Board member shall be responsible for disclosing to the Board the existence of any such direct or indirect interest. Failure to make such disclosure shall be grounds for voiding the transaction, at the discretion of the Board. Nothing in this procedure shall prevent CCS from paying compensation to a Board member for reasonable expenses incurred. All such compensation shall be paid in compliance with the New Mexico Per Diem and Mileage Act.

#### 8. NEPOTISM

The Board will not initially employ or approve the initial employment in any capacity of a person who is a Board member (unless the offer of employment is contingent upon such

member's resignation from the Board), the spouse, father, father-in-law, mother, mother-inlaw, son, son-in-law, daughter, or daughter-in-law, or sibling of any Board member. The Board may waive the nepotism rule for family members of a head administrator. The Board shall carefully consider the potential impact on the integrity, efficiency, discipline and public perception in the employment of any person who is the parent of a student. Nothing in this section shall prohibit the continued employment of a person employed on or before the adoption date of these Bylaws.

#### 9. MISUSE OF POSITION

No Board member will use his/her position to attempt to influence the decision of any employee to grant special treatment to (a) the child or ward of such Board member, (b) any relative of such Governing Board member, or (c) any "Related Entity". For purposes of these Bylaws, a "Related Entity" is a business enterprise, nonprofit organization or other entity with respect to which such Governing Board member, or a relative of such Governing Board member (i) has a direct or indirect financial interest; (ii) is an officer or director; or (iii) is otherwise in a position to control the management or decision-making of such entity. Every Board member and every CCS employee who is a parent or ward of a CCS student shall inform his or her child that he or she is required to follow all rules, policies and procedures applicable to CCS students, that he or she is not entitled to special treatment by virtue of the relationship with a Board member or employee, and that any attempt to seek such special treatment may result in disciplinary action.

#### 10. BOARD COMMITTEES

The Board will establish standing committees, which will consist of Board members, staff, students, and community members. Staff will have the multiple roles of member, mentor, and staff. Committee assignments and chairmanships will be determined by action of the entire Board. Standing committees of the Board llinclude:

- 1. Finance committee will be responsible for overseeing ongoing financial activities.
- 2. The Budget committee will be responsible for budget.
- 3. The Audit Committee will be responsible for the annual audit and any other audit that might be necessary.

- 4. The Self Monitor committee will be responsible for assessing the Board's performance.
- 5. The Resources committee will be responsible for looking for grants and other funding sources from sources other then the state.
- 6. The Student Achievement committee will be responsible keeping track of student progress.
- 7. The Program Committee is responsible for the education program, including student assessment monitoring, and receiving and acting on complaints which are not handled by the administration.
- 8. The Personnel Committee will be responsible for personnel policies and staff due process issues which can not be resolved within the administration structure. All committees are open to the public and function under the Open Meetings Act. All Board members may attend any committee meeting if the meetings are properly noticed pursuant to the Open Meetings Act. In addition, the Head Administrator is empowered to establish committees within the school that report to the Head Administrator. The function of committees will be fact-finding, deliberative, and advisory, rather than legislative or administrative. Committee recommendations that require school-wide policy changes must be submitted to the Board. The responsibility of each committee shall be reflected in a memorandum approved by the Board and filed with these policies.

The Board may appoint ad hoc advisory committees when it is determined to be necessary or advisable by the Board. Ultimate authority to make decisions will continue to reside with the Board.

All committees shall keep written minutes of their meetings, and shall periodically present written reports to the Board containing committee recommendations. Committees shall comply with the Open Meetings Act, when applicable. At no time shall a Governing Committee act or vote on behalf of the Governing Board without prior written approval to do so.

#### 11. BOARD ORGANIZATIONAL MEETING

The Board will hold its first organizational meeting prior to submitting the charter school application to the Charter School Division. During this meeting officers shall be elected. The Board will hold its annual organizational meetings the first Tuesday of February at which time officers will be elected. The offices of the Board to be elected include at least a Chairperson,

Vice-Chairperson, Treasure, and Secretary. Responsibilities of these offices shall be those ordinarily incumbent thereon.

#### 12. REGULAR BOARD MEETINGS

Regular meetings of the Board will be scheduled for the third Tuesday of each calendar month. The date and time of regular meeting may be changed by action of the Board, provided notice of the change has been properly published as required by the Open Meetings Act. Board meetings will be held at a location determined by the Board. A special Board meeting may be called by the Board President, or by a quorum of Board members. Advance notice of a special meeting will be given to all Board members in accordance with the Open Meetings Act (NMSA 1978, Section 10-15-1).

The Board shall consider at least once annually what constitutes reasonable notice for all regular, special and emergency meetings as contemplated by the New Mexico Open Meetings Act and, thereafter, pass an appropriate resolution adopting policies and procedures for complying with the Act. The Resolution shall be posted for public information.

Additional notification of meetings shall be sent to the Teacher's Representative, the PTA/PTO parent organization executive, and posted on the CCS website for community access in accordance with the New Mexico Open Meetings Act.

# 13. BOARD AGENDA

The Chairperson or Chairperson's designee sets Board agendas. A request to have an item placed on the agenda must be submitted to the Chairperson at least 24 hours prior to the required time the agenda must be posted. The Chairperson shall have the discretion to add agenda items up to the time the agenda must be posted. A request to have an item placed on the agenda must be made in writing and include all documents and materials the person anticipates presenting. The Chairperson or designee shall provide a copy of the agenda and all documentation to be considered by the Board at the meeting to each Board member at least 24 hours prior to the meeting.

#### 14. BOARD AND COMMITTEE DELIBERATIONS

All Board members shall work collaboratively with each other, with the sole goal of achieving the CCS educational mission. The Board has been constituted so as to include a broad spectrum of experience and perspectives, and every Board member shall be afforded the opportunity to express his or her opinion, in a professional manner, about matters before the Board. Board members shall refrain from non-constructive or personality-based comments that do not advance CCS mission. Because the Board makes decisions as a deliberative body, it is expected that, except in extraordinary circumstances, Board members will voice their opinions to other Board members about Board matters in the context of Board and/or committee meetings, rather than in private communications among Board members.

Board members shall be expected to keep confidential any deliberations or discussions that take place in the closed session meetings. It is expected that Board members will raise concerns or share information about closed session meetings within the context of Board and/or other committee meetings with other members of the Board and appropriate staff members only. Until such decisions are ready for public comment, such information will not be shared with the school community at large.

#### 15. ADDRESSING THE BOARD

An individual may speak at a Board meeting on any item(s) that appears on the adopted agenda after being recognized by the Chairperson, or in his or her absence, the acting chair, of the Board. All presentations should be brief and each individual speaking on an agenda item will be limited to three (3) minutes, unless otherwise instructed by the Chairperson.

Complaints about individual employees will not be heard at Board meetings or at community meetings, but should be raised pursuant to the general complaint policy adopted by the Board.

# 16. BOARD MINUTES

A record of all actions of the Board will be set forth in the official minutes of the Board. The minutes and recordings will be kept on file pursuant to New Mexico record retention

requirements at a minimum. The Board will maintain a separate handbook of its minutes and resolutions passed by the Board.

#### 17. BOARD MINUTES AND RECORDS

The Head Administrator, or administrative staff to whom the Head Administrator shall delegate such responsibility, shall take the minutes of all Board meetings, and provide a written copy thereof for approval at the next Board meeting. The Head Administrator shall also supervise the handbook of resolutions passed by the Board and the indexed record of action. A draft copy of the minutes shall be made available for public review by no later than 10 days after each meeting of the Board. Minutes shall be approved at the next regularly scheduled meeting of the Board.

# 18. PARLIAMENTARY AUTHORITY/QUORUM

Roberts' Rules of Order, newly revised, will govern the Board, except when in conflict with applicable laws or regulations, which then prevail. Although most items are handled by appropriate motion procedures, consensus action is also used. Unless otherwise specified by Board policy, procedure or resolution, a quorum shall consist of a simple majority of Board members in office, and any action may be taken upon the approval of a majority of those members present, provided a quorum is present.

#### 19. ALTERNATIVE DISPUTE RESOLUTION PROGRAMS

The Board recognizes the existence and effectiveness of alternative dispute resolution programs. Use of alternative dispute resolution programs can result in the early, fair, efficient, cost effective, and informal resolution of disputes. Appropriate use of alternative dispute resolution methods is hereby determined to be in the best interest of the charter school. The Governing Board shall publish a thorough and concise set of dispute resolution policies and provide them in the appropriate school policy publications as they apply.

#### 20. POLICY ADOPTION

Adoption of new policies or the revision or repeal of existing policies is solely the responsibility of the Board. Proposals regarding policies may only originate with a Board member, Board advisors, or committees formed by the Board for the purpose of investigating and developing policy. Staff members, students, civic groups, parents or other interested citizens may request that a Board member or the Head Administrator sponsor a proposed policy.

The Board will adhere to the following described procedure in considering and adopting policy proposals to ensure that such proposals are thoroughly examined before final action. After review, the Governing Board will make such proposed policies available for public comment by staff members, students, civic groups, parents or other interested citizens, for a period of at least seven (7) days. Notice of such proposed policies shall be included in CCS newsletter and/or posted in a prominent location at the school. Upon request, the Head Administrator shall make copies of the proposed policies available to interested parties. Comments on the proposed policies must be submitted in writing to the Head Administrator by the deadline specified by the Board. Following such

public comment period, the Board shall consider any comments received and determine whether changes to the initial draft policies should be implemented. After such consideration by the Board, and adoption of any recommended changes, the Board shall present its final recommended policies or revisions. The public comment process shall apply to all policies proposed by the Board after the date these Bylaws are adopted by the Board.

# 21. SIGNATORY AUTHORITY

Unless otherwise revised by a Governing Board resolution, all contracts entered into by the Charter School shall be signed by the Board Chairperson and/or the Head Administrator with the consent

of a quorum of the Board members. The Board members shall from time to time establish the dollar limits of checks and contracts requiring the signatures of more than one authorized person. The Governing Board may by a majority vote, delegate authority to sign contracts within a certain dollar amount as described by resolution, to the Head Administrator.

# 22. INSURANCE, BORROWING AUTHORITY, FUND DEPOSITS, MISCELLANEOUS

- A. Insurance. The school shall purchase and maintain insurance for all past or present employees, volunteers, and Board members for their activities while acting on behalf of or in the service of CCS.
- B. Authority to Borrow, Encumber Assets. No governing Board member, officer, agent or employee shall have any power or authority to borrow money on the school's behalf, to pledge its credit or to mortgage or pledge its real or personal property.
- C. Deposit of Funds. All funds shall be deposited to the credit of the school in such banks, trust companies or other depositories as the governing Board may approve or designate, and all such funds shall be withdrawn only in the manner or manners authorized by New Mexico Public School Finance Act, or other applicable law or regulation.

# 23. DISSOLUTION

If deemed advisable by the Board that Columbus Community School should be dissolved, the Charter School in collaboration with the Public Education Commission and the New Mexico Public Education Department shall devise an appropriate plan for closing the school and transferring assets as required by applicable statutes and regulations.

# CERTIFICATE OF ADOPTION

<u> </u>	ereby certify that these Bylaws were duly adopt Governing Board on, 2012.	ed by Columbus
Ву:	By:	_
Chairperson	GB Member	
Ву:	By:	
GB Member	GC Member	
By: GB Member	By:	<del></del>

# Required Appendix C

#### **APPENDIX "C"**

#### **HEADADMINISTRATOR**

#### JOB DESCRIPTION

# **Instructional Leadership**

- ❖ The Head Administrator promotes the success of all students by maintaining a culture that supports student achievement, high quality instruction, and professional development to meet the diverse learning needs of the school community.
- ❖ The Head Administrator promotes the success of all students by maintaining a culture that supports student achievement, high quality instruction, and professional development to meet the diverse learning needs of the school community.
- Works with all members of the school community to make quality instruction a prime focus.
- Ensures ongoing professional development and support are regularly provided to instructional staff in certified training areas.
- ❖ Leads the curriculum development process including the identification of priority standards, development of year-long curriculum maps, development of unit plans, and monitors ongoing refinement of curriculum and curriculum related materials.
- ❖ Use accountability literacy in making decisions about student success and achievement.
- Provides ongoing training and support to teachers in the use of data including implementing a data teams/curriculum process and attending and supporting teachers during data team/curriculum meetings.
- Presents data findings to the Governing Board through Head Administrator's report.
- Trains and/or supports teachers in the development of standards based, short-cycle common formative assessments to inform instructional practices.
- Reviews student achievement data on a regular basis and supports individual teachers by identifying areas of need based on the progress of the students assigned to that teacher.
- ❖ Evaluates teachers using the Three-Tiered Licensure Performance Evaluation to promote high quality teaching and professional learning.
- Completes Professional Development Plans with all staff, including non-instructional staff to support continuous growth and development with the staff which should impact student learning outcomes.
- ❖ Implements a system of daily walk thru observations of teachers.

- ❖ Implements a system of regularly scheduled informal observations
- ❖ Implements a system of a minimum of one formal observation per year.
- ❖ Implements a system of peer to peer observations to support the development of a professional learning community through peer to peer observation and collaborative feedback.
- Sets up a system to support teachers new to the field and teachers new to Columbus Community School.
- ❖ Incorporates the diversity of the student population and history of the school community in making curricular and school policy decisions.

#### **Communication:**

- ❖ The Head Administrator uses communication and relationship-building skills to engage the larger community in the knowledge of and advocacy of equity in meeting the diverse needs of the school community.
- Engages in honest and respectful interactions with all stakeholders to make thoughtful and objective decisions that demonstrate sensitivity and integrity.
- ❖ Establishes school committees to support the development of professional learning communities within the school and to ultimately reach the goals of the charter.
- ❖ Establishes a Parent Teacher Student Organization to support parent involvement and communication and provide a specific forum for parents' voices to be heard.
- ❖ Establishes a Student Council to support student involvement and communication and provide a specific forum for students' voices to be heard.
- ❖ Builds and sustains relationships through team development and mediation skills to promote a climate of cooperation and student success.
- Supports an environment of inclusion and respect.
- ❖ Communicates with others objectively, sensitively, fairly, and ethically.
- Supports relationships that promote teaching and learning in the school community through communication skills such as speaking, writing, and active listening.
- Communicates with all school and community stakeholders concerning current school issues and student achievement.
- Communicates the vision, mission, and strategic plan to all stakeholders through newsletters, websites, and community gatherings.

- Assists parents in developing skills to advocate for their children through conversations, meetings, and trainings.
- ❖ Communicates state and national policy issues to school and community stakeholders.
- ❖ Maintains a continuous dialogue with decision makers who affect the school community.
- \* Keep the Board informed and assure effective communication between the Board.
- ❖ Prepare the agenda for Board meetings, in consultation with the Chair of the Board. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.

# **Professional Development**

- ❖ The Head Administrator organizes and coordinates ongoing professional learning opportunities that are aligned with the New Mexico Professional Development Framework and supports the diverse learning needs of the school community.
- ❖ Identifies and assesses student and staff performance to inform professional development needs.
- ❖ Uses relevant professional literature and knowledge, collaborates with key partners, and uses technology to create and provide appropriate professional development.
- ❖ Implements comprehensive, integrated, and systemic ongoing professional development opportunities for faculty and community.
- Supports reflection, sustained mentoring, and coaching as critical processes for professional growth.
- Selects appropriate professional development books for all staff members for the weekly Friday book study.

# **Operations Management**

- ❖ The Head Administrator manages the school campus, budget, and daily operations to equitably meet the diverse learning needs of the school community.
- Manages the school campus to ensure that the environment is safe and clean for students and staff.
- Provides training and support to ensure deep and effective implementation of PBS.

- ❖ Manages the school budget to ensure that resources are maximized for student success.
- Manages the day to day operations to maximize the efficiency of the school including but not limited all instructional programs, implementation of Positive Behavior Support, staff professional development, school admissions, records, school foods, transportation, health services, and technology.
- Complies with federal and state initiatives to maximize use of services and programs for which students are eligible.
- \* Responsible for recruitment, hiring, and termination of all staff members of Columbus Community School.

# **Scope of Responsibility**

- ❖ The Head Administrator develops, supports, encourages, and supervises programs that lead to increased student attendance, achievement, and graduation rates resulting in college readiness and work skills to meet the diverse needs of the community.
- Supervises co-curricular and extracurricular activities to engage all students.
- ❖ Develops 21st century skills throughout the curriculum.
- Creates a student centered school environment and strengthens relationships among all stakeholders to improve student performance.

# **Budget and Finance**

- ❖ The Head Administrator works closely with the Business Manager to ensure the school is operated in a fiscally responsible and viable manner.
- Works collaboratively with the Business Manager to create an annual budget and a five year projected budget to ensure Columbus Community School remains a fiscally responsible and viable organization.
- ❖ Works collaboratively with the Business Manager to prepare for the annual audit.
- Ensures the school explores grant opportunities to support the financial viability of the schools.
- ❖ Works collaboratively with Business Manager to ensure Title Grant applications are completed and submitted in a timely manner.

#### **Facilities**

❖ The Head Administrator works closely with the Business Manager on

facility related issues including long-term facility space/needs.

- ❖ Ultimately responsible for the attainment of long-term facility use.
- Creates long-term planning of room use in facility.
- \* Creates long-term planning of furniture, technology, etc. in the school.

# Required Appendix D

#### APPENDIX "D"

#### LICENSED AND CERTIFIED STAFF

# HEAD ADMINISTRATOR JOB DESCRIPTION

# **Instructional Leadership**

- ❖ The Head Administrator promotes the success of all students by maintaining a culture that supports student achievement, high quality instruction, and professional development to meet the diverse learning needs of the school community.
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- ❖ Works with all members of the school community to make quality instruction a prime focus.
- Ensures ongoing professional development and support are regularly provided to instructional staff in certified training areas.
- ❖ Leads the curriculum development process including the identification of priority standards, development of year-long curriculum maps, development of unit plans, and monitors ongoing refinement of curriculum and curriculum related materials.
- ❖ Use accountability literacy in making decisions about student success and achievement.
- ❖ Provides ongoing training and support to teachers in the use of data including implementing a data teams/curriculum process and attending and supporting teachers during data team/curriculum meetings.
- Presents data findings to the Governing Board through Head Administrator's report.
- Trains and/or supports teachers in the development of standards based, short-cycle common formative assessments to inform instructional practices.
- Reviews student achievement data on a regular basis and supports individual teachers by identifying areas of need based on the progress of the students assigned to that teacher.
- Evaluates teachers using the Three-Tiered Licensure Performance Evaluation to promote high quality teaching and professional learning.

- Completes Professional Development Plans with all staff, including non-instructional staff to support continuous growth and development with the staff which should impact student learning outcomes.
- ❖ Implements a system of daily walk thru observations of teachers.
- ❖ Implements a system of regularly scheduled informal observations
- ❖ Implements a system of a minimum of one formal observation per year.
- ❖ Implements a system of peer to peer observations to support the development of a professional learning community through peer to peer observation and collaborative feedback.
- Sets up a system to support teachers new to the field and teachers new to Columbus Community School.
- ❖ Incorporates the diversity of the student population and history of the school community in making curricular and school policy decisions.

# **Communication:**

- ❖ The Head Administrator uses communication and relationship-building skills to engage the larger community in the knowledge of and advocacy of equity in meeting the diverse needs of the school community.
- ❖ Engages in honest and respectful interactions with all stakeholders to make thoughtful and objective decisions that demonstrate sensitivity and integrity.
- ❖ Establishes school committees to support the development of professional learning communities within the school and to ultimately reach the goals of the charter.
- ❖ Establishes a Parent Teacher Student Organization to support parent involvement and communication and provide a specific forum for parents' voices to be heard.
- ❖ Establishes a Student Council to support student involvement and communication and provide a specific forum for students' voices to be heard.
- ❖ Builds and sustains relationships through team development and mediation skills to promote a climate of cooperation and student success.
- Supports an environment of inclusion and respect.
- Communicates with others objectively, sensitively, fairly, and ethically.
- Supports relationships that promote teaching and learning in the school community through communication skills such as speaking, writing, and active listening.

- Communicates with all school and community stakeholders concerning current school issues and student achievement.
- Communicates the vision, mission, and strategic plan to all stakeholders through newsletters, websites, and community gatherings.
- ❖ Assists parents in developing skills to advocate for their children through conversations, meetings, and trainings.
- Communicates state and national policy issues to school and community stakeholders.
- ❖ Maintains a continuous dialogue with decision makers who affect the school community.
- \* Keep the Board informed and assure effective communication between the Board.
- ❖ Prepare the agenda for Board meetings, in consultation with the Chair of the Board. Prepare and submit recommendations to the Board relative to all matters requiring board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.

# **Professional Development**

- ❖ The Head Administrator organizes and coordinates ongoing professional learning opportunities that are aligned with the New Mexico Professional Development Framework and supports the diverse learning needs of the school community.
- ❖ Identifies and assesses student and staff performance to inform professional development needs.
- ❖ Uses relevant professional literature and knowledge, collaborates with key partners, and uses technology to create and provide appropriate professional development.
- ❖ Implements comprehensive, integrated, and systemic ongoing professional development opportunities for faculty and community.
- Supports reflection, sustained mentoring, and coaching as critical processes for professional growth.
- Selects appropriate professional development books for all staff members for the weekly Friday book study.

# **Operations Management**

❖ The Head Administrator manages the school campus, budget, and daily operations to equitably meet the diverse learning needs of the school community.

- Manages the school campus to ensure that the environment is safe and clean for students and staff
- Provides training and support to ensure deep and effective implementation of PBS.
- ❖ Manages the school budget to ensure that resources are maximized for student success.
- Manages the day to day operations to maximize the efficiency of the school including but not limited all instructional programs, implementation of Positive Behavior Support, staff professional development, school admissions, records, school foods, transportation, health services, and technology.
- Complies with federal and state initiatives to maximize use of services and programs for which students are eligible.
- \* Responsible for recruitment, hiring, and termination of all staff members of Columbus Community School.

# **Scope of Responsibility**

- ❖ The Head Administrator develops, supports, encourages, and supervises programs that lead to increased student attendance, achievement, and graduation rates resulting in college readiness and work skills to meet the diverse needs of the community.
- Supervises co-curricular and extracurricular activities to engage all students.
- ❖ Develops 21st century skills throughout the curriculum.
- Creates a student centered school environment and strengthens relationships among all stakeholders to improve student performance.

# **Budget and Finance**

- ❖ The Head Administrator works closely with the Business Manager to ensure the school is operated in a fiscally responsible and viable manner.
- Works collaboratively with the Business Manager to create an annual budget and a five year projected budget to ensure Columbus Community School remains a fiscally responsible and viable organization.
- \* Works collaboratively with the Business Manager to prepare for the annual audit.
- \* Ensures the school explores grant opportunities to support the financial viability of the schools.
- ❖ Works collaboratively with Business Manager to ensure Title Grant applications are completed and submitted in a timely manner.

# **Facilities**

- The Head Administrator works closely with the Business Manager on facility related issues including long-term facility space/needs.
- Ultimately responsible for the attainment of long-term facility use.
- Creates long-term planning of room use in facility.
- Creates long-term planning of furniture, technology, etc. in the school.

#### LICENSED TEACHER

# Requirements

- 1. Teaching license with bilingual endorsement
- 2. Endorsement in at least one subject matter area, preferably two subject matter areas.

#### **Job Description**

- Support, model and implement Columbus Community School's integrated STEM project based Learning
- Instruct students in English/Spanish dual language program without translating
- Instruction of students, including planning instruction, setting goals, and implementing curriculum, designing and implementing appropriate assessments in collaboration with students
- Work with Build Your Own Curriculum software, involving students in curriculum and instruction development
- Team with teaching colleagues to care for the education, well-being and development of students
- Communicate standards, achievements and deficiencies to students and parents in a diplomatic and timely manner
- Teach good study habits and scaffolding assignments to encourage student success
- Monitor and assess academic progress
- Work with students, specialists, parents and administrators to develop individual education plans and goals
- Plan independent study programs and academic remediation processes
- Maintain complete and accurate student academic and disciplinary records
- Order and maintain appropriate levels of textbooks, instructional materials, supplies and equipment
- Maintain safe and orderly classrooms
- Cooperate with the Head Administrator, all other employees, classroom assistants, parents and community members in their common endeavor to educate Columbus Community School students
- Set an example of intellectual curiosity, critical thinking, self-motivation and self-discipline for students
- Embody competence, honesty, personal responsibility, risk-taking and respect for others in every aspect of the job
- Apply backward planning strategies to ensure completion of complex tasks
- Align student needs with NM content standards
- · Create interdisciplinary curriculum units around essential themes/questions
- · Create educational units that are linked directly to assessments and practical application in the

real world

- Conduct Action Research as a teacher-researcher
- Plan and participate as a leader in academic and science field trips to universities and industry
- Facilitate and participate in numerous community events outside of school hours, such as Family Nights, student-led conferences, Presentations of Learning, meetings with parents, staff in-service, and extracurricular clubs or activities Other duties as assigned by the Head Administrator

#### **Professionalism**

Maintain and improve one's own professional knowledge and skills by participating in significant ongoing on-site professional development

Follow the letter and the spirit of the Governing Board's policies, the employee handbook, and directives from the Head Administrator

Actively participate in the teacher evaluation process, developing an annual Professional Development Plan and a cumulative Professional Development Dossier

Be open to improve as a person and a professional from input from students, parents, colleagues and supervisors

Actively involve the students' family in learning, in and out of the classroom, through regular communications such as weekly informal communication via papers, notes, telephone calls, and visits

Actively participate in staff development and other school related meetings

Interact with other schools and teachers from other schools whenever possible and when directed by the Head Administrator

Understand and clearly articulate the contents of the Columbus Community School Student Handbook

Serve as a role model to effectively help the school achieve its mission

Submit budget requests with rationale Head Administrator according to published Budgeting timetable

Recognize, support and participate when necessary, in the school governance process, suggesting policy and procedure modifications as appropriate

Serve on school committees as necessary and as requested by Head Administrator

#### **EDUCATIONAL ASSISSTANT**

# MINIMUM QUALIFICATIONS:

- 1. Associate's degree or higher OR 48 credit hours from an accredited college/university: or
- 2. Pass the Para Pro test
- 3. Must possess or be eligible to obtain a paraprofessional license issued by the NM Public Education Department.
- 4. Experience as an educational assistant (preferred).
- 5. Bilingual Spanish and English. Job Description
- 6. The Educational Assistant is at all times expected to support, model and implement Columbus Community School's Core Values.
- 7. At all times, the EA is also expected to be guided by Columbus Community School's mission statement. He/she will team with teaching colleagues to care for the education, well-being and development of students. He/she is expected to set an example of intellectual curiosity, critical thinking, self-motivation, and self-discipline for students. He/she is to embody competence, honesty, personal responsibility, risk-taking, and respect for others in every aspect of the job.
- 8. The Educational Assistant is at all times expected to support, model and implement Columbus Community School's Core Values. At all times, the EA is also expected to be guided by Columbus Community School's mission statement.
- 9. He/she will team with teaching colleagues to care for the education, well-being and development of students. He/she is expected to set an example of intellectual curiosity, critical thinking, self-motivation, and self-discipline for students. He/she is to embody competence, honesty, personal responsibility, risk-taking, and respect for others in every aspect of the job.

# **Job Description**

The Educational Assistant is at all times expected to support, model and implement Columbus Community School's Core Values. At all times, the EA is also expected to be guided by Columbus Community School's mission statement. He/she will team with teaching colleagues to care for the education, well-being and development of students. He/she is expected to set an example of intellectual curiosity, critical thinking, self-motivation, and self-discipline for students. He/she is to embody competence, honesty, personal responsibility, risk-taking, and respect for others in every aspect of the job.

#### **Duties include:**

	Typing and duplicating curricular materials
	Assisting teacher(s) in the classroom by working with small groups or individual students per
	teacher guidance
	Operating office machines as needed
	Handling correspondence as appropriate
	Correcting homework, tests and assessments
	Recording student data such as attendance, completion of homework, grades, etc.
	Performing non-teaching duties in specified classes, if requested
	Assisting in supervising students
	Co-creating lesson plans with teachers
	Assisting with behavior problems by students
	Helping to lead field trips
	Co-leading experiential activities and field research on- and off-campus
	Participating in numerous community events outside of school hours, such as Family Nights,
	student-led conferences, Presentations of Learning, meetings with parents, staffin-services,
	and extracurricular clubs or activities
	Using skillful human relations and appropriate behavior at all times
	Performing any and all other duties prescribed by the teacher(s) to which he/she is assigned,
	Instruction Associate, Head Administrator, or the Governing Board members
_	sionalism
	Maintain and improve one's own professional knowledge and skills by participating in professional development both on- and off-site
	Follow the letter and the spirit of Governing Board's policies, the employee handbook, and
	directives from teachers or school supervisors
	Actively participate in the personnel evaluation process, developing an annual Professional
	Development Plan and a cumulative Professional Development Dossier
	Be open to improve as a person and a professional from input from students, parents,
	colleagues and supervisors
	Actively participate in staff development, in-services, curricular planning, debriefs and other
	school related meetings
	Understand and clearly articulate the contents of the Columbus Community School Student
	Handbook
	Serve as a role model to effectively help the school achieve its mission

Recognize, support and participate when necessary, in the school governance process,
suggesting policy and procedure modifications as appropriate
Serve on school committees as necessary and as requested
Recognize, review, support and model the tenets of Columbus Community School's common
code of conduct

#### SPECIAL EDUCATION AIDE

# MINIMUM OUALIFICATIONS:

- 1. Associate's degree or higher OR 48 credit hours from an accredited college/university: or
- 2. Pass the Para Pro test
- 3. Must possess or be eligible to obtain a paraprofessional license issued by the NM Public Education Department.
- 4. Experience as an educational assistant (preferred)
- 5. Bilingual Spanish and English

#### **DEFINITION**

Under the direction of certificated personnel, the Special Education Aide has the responsibility of providing support services to special education students.

#### DISTINGUISHING CHARACTERISTICS

The Special Education Aide is distinguished from other instructional aides in that they are required to perform duties that are necessary and appropriate to ensure that special education students receive services outlined on their Individual Educational Plan (I.E.P.) in accordance with federal law. Services include physical, emotional and mental support to special education students as needed.

#### **ESSENTIAL FUNCTIONS**

- · Accommodates the special needs of students with physical, emotional, behavioral and mental disabilities, providing supplemental services as necessary.
- Assists in the implementation of unique intervention strategies to manage aggressive student behavior.
- · Assist the special education teacher in providing students with equal access to district adopted core curriculum in various settings.
- · Updates special education teacher regarding student progress.
- · Administers first aid and medical assistance to provide appropriate care for the medically

- fragile student, including toileting needs.
- · Participates in daily activities, training sessions and special activities to assist in the implementation of IEP goals.
- · Assists in implementing instruction necessary for students to meet IEP goals.
- · Communicates with parents by phone as directed by the teacher.
- Maintains and monitors effective group and individual student behavior to provide an optimum learning environment, implementing established discipline practice and policy.
- · Assists in the evaluation of student performance by administering informal assessments.
- Collects data through assessment or observation on student academic and behavioral progress.
- · Writes clear and concise notes to teachers and staff.
- · Assists with preparation of, and works with specialized instructional materials, assists with preparation.
- · Observes and reports unsafe working conditions.
- Duplicates and assembles instructional materials using office equipment, computer, and audio visual equipment.
- · Provides supervision to special education students during non-instructional periods.

#### **OTHER DUTIES**

- · Maintains required documents, records and files.
- · Maintains inventory of special education books, supplies, and equipment.
- · Assist in the maintenance of student files and retrieval of pertinent information.
- · Performs other related duties as assigned.

# **HIGH SCHOOL GUIDANCE COUNSELOR (Job Description)**

# **Qualifications:**

- (1) Must possess and maintain proper certification as established by state law and the Public Education Department (PED).
- (2) Must meet any additional qualifications set by the district.
- (3) Must be bilingual Spanish and English

Reports to: Head Administrator

Coordinates with Head Administrator and teaching teams.

Job Goal: To assist all high school students in the developmental processes in intellectual, social and personal growth and to assist high school students in making informed and individually appropriate social, educational and vocational choices.

# **Responsibilities:**

A. Professional Growth

The High School Guidance Counselor shall:

- 1. Participate in professional growth activities and complete a professional development plan.
- 2. Attend professional conferences and workshops related to the overall guidance program.

# **B.** Academic Development

The High School Guidance Counselor shall:

- 1. Meet with students prior to and during the registration process, inform the students of classes relative to course selection and assist the administration in the registration and scheduling process.
- 2. Conduct follow-up meetings with students after the master schedule is developed to make any necessary changes in students' schedules.
- 3. Conduct orientation meetings with all eighth grade public and parochial middle schAool students to provide information regarding class offerings and registration procedures.
- 4. Provide individual counseling for students regarding scheduling upon request of the student or his/her parent/guardian.
- 5. Make recommendations to students regarding class selection that take into consideration the student's abilities, background and interests. The recommendations may be made by means of small group and/or individual meetings or other methods recommended by teachers.
- 6. Meet with students individually or in groups to discuss credits, courses and entrance exams required by colleges and technical schools.
- 7. Advise students regarding the accuracy and completeness of records and credits and perform periodic credit checks from grades nine through 12 with an emphasis on the senior year.
- 8. Provide written contact and telephone calls to parents/guardians of senior students who are deficient in their credit status.
- 9. Assist Youth Options Program students with enrollment at participating postsecondary institutions.
- 10. Provide information to students needing to attend summer programs to make up credit deficiencies.
- 11. Coordinate homebound instruction for students who qualify.
- 12. Assist new, transfer and foreign exchange students in enrollment, registration, class selection, grades in progress and the transfer of credits. He/she shall conduct a screening of cumulative records and/or parent/guardian/student interviews of all students new to the school.
- 13. Evaluate credits from outside sources.
- 14. Coordinate the testing program at the high school and compile and disseminate test results to appropriate personnel, students and parents/guardians.
- 15. Be responsible for assisting the administration in the compilation of a course description booklet and the distribution of this booklet to every student in high school.
- 16. Be available for parent conferences in conjunction with the regular school-wide conference.

#### LICENSED SPECIAL EDUCATION TEACHER

#### **Requirements**

- Teaching license with special education and bilingual endorsements
- 2. Endorsement in at least one subject matter area, preferably two subject matter areas.

A special educational needs (SEN) teacher is specifically employed to work with children and young adults who need extra support or require an advanced programm of education in order to complete their learning successfully.

SEN teachers may work with individuals who are physically disabled, sensory impaired (i.e. deaf/blind), have speech and language difficulties such as dyslexia, have a mental disability such as autism, are emotionally vulnerable, have behavioral difficulties or have a combination of these disabilities. An SEN teacher may also work with gifted and talented individuals.

A key aspect of working in this field is identifying individual needs and being responsible for creating a safe, stimulating and supportive learning environment.

# Typical work activities

The work of an SEN teacher is often challenging and varied and may involve:

- teaching either individuals or small groups of pupils within or outside the class;
- preparing lessons and resources;
- marking and assessing work;
- developing and adapting conventional teaching methods to meet the individual needs of pupils;
- using special equipment and facilities, such as audiovisual materials and computers to stimulate interest in learning;
- using specialist skills, such as teaching Braille to pupils with visual impairments or sign language and lip reading to students who have hearing impairments;
- collaborating with the classroom teacher to define appropriate activities for the pupils in relation to the curriculum;
- assessing children who have long or short-term learning difficulties and working with colleagues to identify individual pupils' special needs;
- working with other professionals, such as social workers, speech and language therapists, physiotherapists and educational psychologists;
- working closely with parents and guardians;
- organizing learning outside the classroom in activities such as community visits, school outings or sporting events;
- assisting in severely disabled pupils' personal care/medical needs;
- administration, including up-dating and maintaining records on pupils' progress;

- attending statutory annual reviews or other related meetings, such as Looked After Child (LAC) reviews; regarding students with a SEN, which may involve reviewing statements of
  - special educational needs and receiving in-service training;
- behavior management.

#### **SCHOOL BUSINESS MANAGER**

#### Requirements

- 1. New Mexico required license and certificates.
- 2. Bilingual Spanish and English
- 3. Preferable with New Mexico teaching license and at least one subject matter endorsement

# **Business** Manager Purpose of the

Job

To provide effective and efficient management of academy finances including all aspects of budget setting and monitoring, procurement, cash flow, and invoicing.

responsible for managing the day to day accounting procedures and recording of all financial transactions accurately on the school's finance system. To contribute to the overall ethos, work and aims of the school. Key Responsibilities, Duties and Accountabilities Finance and Accountancy

- 1. Advising on general accounting policy within the school and in compliance with school's financial procedures.
- 2. Preparing annual estimates of income and expenditure to include the preparation of departmental budgets within the school.
- 3. Oversee the budgets held by different budget holders and ensure they are maintained in accordance with financial regulations.
- 4. Monitoring income and expenditure in relation to budget and presenting regular management reports to the Governing Body.
- 5. Maintaining cash flow projection for the current and future years.
- 6. Scrutinizing and passing for payment all invoices received in the schools.
- 7. Keeping analyses of costs and other statistical records.
- 8. Preparing forecasts for the future financial performance of the school; usually over a period of three years.

- 9. Preparing financial appraisals of particular projects.
- 10. Advising on the financial implications of the charitable status of the school.
- 11. Ensuring that the school has adequate insurance cover and reporting of claims.
- 12. Purchasing goods and services for the schools.
- 13. To keep up to date with developments and changes in legislation and guidance and communicate as appropriate
- 14. Acting as correspondent with the Public Education Department (PED) and being responsible for the records and returns required.
- 15. Maintaining contact with the statutory authorities and other organizations.
- 16. To oversee all bank accounts including school purchase card, completing monthly regulations and reporting of bank errors
- 17. To ensure that data is maintained in accordance with required procedures and protocols and are kept confidentially and securely in accordance with data protection rules.
- 18. To ensure that the school's asset register is maintained and updated
- 19. To comply with the published Financial Procedures
- 20. Advising on general accounting policy within the school and in compliance with school's financial procedures.
- 21. Preparing annual estimates of income and expenditure to include the preparation of departmental budgets within the school.
- 22. Oversee the budgets held by different budget holders and ensure they are maintained in accordance with financial regulations.
- 23. Monitoring income and expenditure in relation to budget and presenting regular management reports to the Governing Body.
- 24. Maintaining cash flow projection for the current and future years.
- 25. Scrutinizing and passing for payment all invoices received in the schools.
- 26. Keeping analyses of costs and other statistical records.
- 27. Preparing forecasts for the future financial performance of the school; usually over a period of three years.
- 28. Preparing financial appraisals of particular projects.
- 29. Advising on the financial implications of the charitable status of the school.
- 30. Ensuring that the school has adequate insurance cover and reporting of claims.
- 31. Purchasing goods and services for the schools.
- 32. To keep up to date with developments and changes in legislation and guidance and communicate as appropriate
- 33. Acting as correspondent with the Public Education Department (PED) and being responsible for the records and returns required.
- 34. Maintaining contact with the statutory authorities and other organizations.
- 35. To oversee all bank accounts including school purchase card, completing monthly regulations and reporting of bank errors
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- 37. To ensure that the school's asset register is maintained and updated
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- 53. Preparing forecasts for the future financial performance of the school; usually over a period of three years.
- 54. Preparing financial appraisals of particular projects.
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- 56. Ensuring that the school has adequate insurance cover and reporting of claims.
- 57. Purchasing goods and services for the schools.
- 58. To keep up to date with developments and changes in legislation and guidance and communicate as appropriate
- 59. Acting as correspondent with the Public Education Department (PED) and being responsible for the records and returns required.
- 60. Maintaining contact with the statutory authorities and other organizations.
- 61. To oversee all bank accounts including school purchase card, completing monthly regulations and reporting of bank errors
- 62. To ensure that data is maintained in accordance with required procedures and protocols and are kept confidentially and securely in accordance with data protection rules.

- 63. To ensure that the school's asset register is maintained and updated
- 64. To comply with the published Financial Procedures Advising on general accounting policy within the school and in compliance with school's financial procedures.

#### Audit

- Keeping the accounts and preparing Statements of Financial Activity (SOFA) and balance Sheets in accordance with Recommended Practice (SORP).
- To keep all school accounts and prepare income and expenditure reports in accordance with financial regulations and to undertake end of year procedures and prepare accounts for submission to the school's auditors.
- 3. To co-ordinate the annual audit, liaising with all parties Generic Duties and Accountabilities

Comply with the requirements of and act in accordance with the school's policies, not solely but including: Child Protection

#### **Other Duties**

- To undertake duties as specified by the Head Administrator not mentioned in the above
- To comply with any reasonable request from the Head Administrator to undertake work of a similar level that is not specified in the job description

# Optional Appendix E

#### **APPENDIX E**

# **Columbus Community School Governing Body Personnel Policies**

(Proposed Document)

#### Mission

The mission of Columbus Community School is to create a learning environment, in a bi-national area, that prepares middle and high school students (6th – 12th grades) to achieve high academic standards and personal development necessary for entering the workforce or continuing in post-secondary education through: 1) rigorous dual language instruction in English and Spanish; 2) hands-on collaborative, project-based curriculum which integrates STEM fields. This will support the study and construction of "green", energy-efficient projects, which will result in opportunities for research and entrepreneurships that can contribute to the area's economic strength and the school's sustainability.

#### Goals

Chapter 22, Article 10A-20-10A-39 NMSA 1978 of the School Personnel Act provides all rules and regulations regarding conditions of employment to include employment, discipline, reemployment and termination and head administrator authority. A charter school shall hire its own employees. The provisions of the School Personnel Act [22-10A-1 NMSA 1978] shall apply to all employees.

# **Policy**

This policy is a draft handbook. The policy does not take effect until it is reviewed by legal counsel and approved by Columbus Community School Governing Board. Monies have been designated in the budget for legal review. Columbus Community School will comply with all rules and regulations set forth in the NM School Personnel Act 2-10A-1 through 22-10A-39. Columbus Community School will ensure that all teachers understand the philosophical basis of Columbus Community School's mission.

#### Personnel

Columbus Community School will not discriminate against any employee on the basis of race, creed, color, gender, national origin, religion, ancestry, age, disability, sexual orientation or pregnancy in hiring, training, utilization, termination or other employment-related activities. Columbus Community School will utilize state approved contracts. The contract will be in writing and signed by the employee and the HA by the tenth school day. The school will use the state mandated evaluation procedures. Columbus Community School salary schedule minimums meet all requirements of the New Mexico Public Education. Columbus Community School staff employed will participate in the education retirement system of the State of New Mexico. Personnel policies and procedures will comply with the School Personnel Act, NMSA 1978 22- 10A-1 through 22-10A-39, 2004. Columbus Community School will comply with all rules and regulations set forth in Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990 (ADA) in regards to Equal Employment Opportunity.

Columbus Community School will offer eligible employees group medical, dental and vision insurance

as set forth by the New Mexico Public Schools Insurance Authority (NMPSIA). Eligible employees who choose to participate in the approved insurance plan(s) will be required as stated by law to contribute a percentage of the premium. Long term disability and life insurance benefits will also be made available through NMPSIA for eligible employees.

#### **GENERAL PROVISIONS**

#### **Definitions**

Head Administrator: HA is the director of the school (The head administrator of the charter school shall employ, fix the salaries of, assign, terminate and discharge all employees of the charter school.)

School: Columbus Community School

Teacher: Qualified educator employed by the school District: Deming Public Schools, Deming, New Mexico

School site: School Building or location

Board: Governing Board

Work Day: The term "workday" shall mean working school days. During the summer months "workday" shall be defined as Monday through Friday excluding Independence Day.

# **Policy Control**

- 1. This policy shall be governed and constructed according to federal laws and the constitution and laws of the State of New Mexico. If any provision of this policy shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but all other provisions of this policy shall continue in full force and effect. In the event any provision of this policy is found contrary to law, said provision shall be void. All teachers are bound to 6.60.9.1 Code of Ethical Responsibility of the Education Profession.
- 2. This policy is entered into pursuant to terms of employment with the school.
- 3. This policy and amendments at the time of adoption shall be distributed to all teachers of the school. The terms and conditions of employment as indicated in this policy shall be the same for all teachers and shall be equally without modifications without exception unless provided herein.

Columbus Community School has the authority to terminate an employee with less than three years for any reason the school deems necessary as stated in NMSA1978 22-10A-24 (A), 2004. If an employee has been with the school for three or more consecutive years she/she may only be terminated for "just cause" as stated in NMSA 1978 22-10A-1(C), 2004. "Just cause" may not violate the employee's constitutional rights pursuant to NMSA 1978 22-10A-2 (F), 2004.

Columbus Community School employees are entitled to due process prior to termination per NMSA 1978 22-10A-24 (C), 2004. If an employee who has been with the school for three or more years the HA, will provide the employee with written notice of the cause for termination. The employee has the opportunity to make a statement to the Governing Board concerning the

termination Open Meetings Act (NMSA 1978 10-15-1.1) NMSA 1978 22-10A-22 through 22-10A-25, 2004. Employee's may appeal the decision, as stated in NMSA 1978 22-10A-22 through 22-10A-25, 2004.

Columbus Community School will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, veteran status, or any other category protected by law. The school will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to their race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, veteran status, or any other category protected by law. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or professional development.

Columbus Community School will advertise staff positions on the school website as well as utilize organizations such as but not limited to the New Mexico Coalition of Charter Schools. An interview will be scheduled with the HA and the interview committee. If the applicant moves to the next step in the process an observation will be scheduled. The observation may be done at at the school where the applicant is currently teaching. The applicant may be offered the position or a third interview may be scheduled. It is included in the Head Administrator's job description to make the final decision about hiring the candidate. An Intent to Hire form will be signed by the applicant and the HA.

In accordance NSMA 1978 22-10-3.3, 2004, background checks will be required for all Columbus Community School applicants who will have any access to students. Background checks will be paid for by the applicant or employee. Columbus Community School will eliminate any person whose background check identifies any convictions of a felony or a misdemeanor involving moral turpitude from the employment process or will fire any employee for the same reasons. The PED will be notified.

#### **Grievance Procedures**

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise. All grievances shall be processed as provided herein.
- 2. A grievance shall mean an allegation by a teacher, a group of teachers with the same grievance that there has been a violation of any provision(s) of this policy.
- 3. No grievance shall be initiated unless it has been discussed by the aggrieved party with the Head Administrator prior to filing. If the grievance is with the HA, then the grieving party and the HA will use an outside mediator agreed upon by both parties. A grievance with the HA will be otherwise handled beginning with step one procedures.
- 4. A grievance shall be filed at level one if the remedy sought is within the authority of the HA. If it is a remedy on which the HA has no authority it shall be filed at level two.

- 5. Since it is important that grievances be processed in a timely fashion, the number of days indicated at each level shall be stated as the maximum, and every effort shall be made to proceed as quickly as possible.
  - The time limits specified will be extended or shortened if mutually agreed to in writing by the parties to the grievance.
  - The aggrieved must file a written grievance with in ten workdays of the act or discovery of the act that caused the grievance.
  - Failure to file the grievance with in the time limits specified shall result in dismissal of the issues.
  - Failure to submit the decision in writing within ten workdays will cause the grievance to proceed automatically to the next level.
- 6. All written and printed matter dealing with the processing of a grievance will be filed separately from the official personnel file of the participant(s). No reprisal shall be taken by the Board or any member of the administration against any teacher participating in the processing of a grievance.
- 7. The parties shall develop all forms used in grievance processing. All grievances and appeals must be filed on appropriate forms provided.
- 8. The Board agrees to make available to the aggrieved party and representative all pertinent information, not privileged, in its possession or control which is relevant to the issues raised by the grievance.
- 9. Leave with pay will be granted to a teacher whose absence from duty is required by the parties to the grievance as part of a grievance meeting.
- 10. Nothing contained herein shall limit the right of any teacher to process a grievance as an individual.

#### Level One

- a) The aggrieved party shall submit the grievance in writing to the HA. The HA shall within ten work days will submit the decision in writing to the aggrieved party.
- b) Should the aggrieved party be dissatisfied with the HA decision an appeal to level two may be submitted within ten working days to the Governing Board
- c) Failure to appeal the grievance within ten work days will result in dismissal of the grievance.

If a teacher believes it is necessary to have a representative at a Level One grievance a written request must be submitted in advance to the HA and the request will be honored.

#### Level Two

a. The Governing Board will meet with the aggrieved party within ten days of

- receipt of the appeal. Both parties shall have the right to submit evidence, call witnesses and give testimony.
- b. The decision shall be rendered within ten days of the meeting and submitted in writing to all parties.
- c. If the aggrieved party is not satisfied with the disposition of the grievance an appeal to Level Three may be filed within fifteen working days or the grievance shall be dismissed.

#### Level Three

- a. A grievance appealed at this level shall be heard by an Arbitrator. The Arbitrator will be selected as follows:
  - Parties shall jointly request a list of five Arbitrators from the Federal Mediation and Conciliation Service
  - The parties shall strive to agree mutually on an Arbitrator
  - If the parties fail to agree on an Arbitrator each party will strike a name from the list until one remains. The first party to remove a name will be settled by a coin toss.
- b. The Arbitrator shall schedule the meeting as soon as possible following acceptance of the appointment. The parties will make all pertinent information available.
- c. The Arbitrator may establish rules of procedure and may require parties and witnesses to testify under oath.
- d. The Arbitrator's report shall be submitted in writing within thirty days calendar days of the meeting. The report shall include findings of fact, rationale, conclusions and the determination on the issues submitted. The determination shall be consistent with the law and the terms of the policy.
- e. The Arbitrator's determination shall be final and binding and shall be acted upon within thirty calendar days.

# **Employee Standards of Conduct**

Employees of Columbus Community School shall serve as positive role models for students and set good examples in conduct. Columbus Community School expects each employee to maintain the highest standards of conduct and act in a mature and responsible manner at all times. Employees must not engage in activities which violate federal, state, or local laws which, in any way, diminish the integrity of the school. All staff of Columbus Community School will adhere to the Code of Ethics.

# **Solicitations and Distributions**

Staff may not solicit for any cause during the work day or on the premises. Employees are not permitted to sell items such as but not limited to raffle tickets, merchandise or otherwise solicit or distribute literature without HA approval. Student participation in fundraising campaigns by outside agencies must be entirely voluntary.

#### **Sexual Harassment**

Columbus Community School offers its employees a working environment free of discrimination. Columbus Community School recognizes that acts of sexual harassment, are illegal and will not be tolerated as defined in Section 703, Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352) and in the New Mexico State Human Rights Act 28-1-7 NMSA 1978. Any employee who believes that an act of sexual harassment has been committed must notify the HA immediately and an investigation will ensue. (NMAC 9.1.1.8). If the complaint is against the HA it should be reported to the Governing Board Chair.

Examples of conduct, which may be considered sexual harassment but are not limited to:

- 1. Sexual flirtations, touching, advances or propositions;
- 2. Verbal abuse of a sexual nature;
- 3. Sexually graphic or suggestive comments about an individual's dress or body;
- 4. Sexually degrading works to describe an individual;
- 5. The display of sexually suggestive objects or pictures in the workplace, including nude photographs;
- 6. Derogatory gender-based humor;
- 7. Unwelcome touching, patting, pinching, or leering; and
- 8. Derogatory or sexually explicitly statements about an actual or supposed sexual relationship.

An employee will not be discharged or retaliated against in any manner because the employee complained of harassment, or cooperated with an investigation of a complaint of harassment. If the information provided in the investigation is found to be false and made in bad faith, the employee may be subject to discipline up to and including discharge.

An employee who is found after appropriate investigation to have committed harassment of another employee as well as any employee who retaliates against an employee in violation of this policy shall be subject to disciplinary action up to and including termination.

# Violence in the Workplace

Columbus Community School prohibits violence in the workplace. Any act or threat of violence will result in disciplinary action, up to and including referral to law enforcement and discharge. Workplace violence examples such as, but not limited to:

- All threats or acts of violence occurring on Columbus Community School property
- All threats or acts of violence occurring off Columbus Community School property involving someone who is representing Columbus Community School;
- Shoving or hitting an individual;
- Threatening an individual or his/her family, friends, associates or property with harm;

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

# Drug/Alcohol/Smoke/Gun Free Workplace

Columbus Community School complies with the Federal Drug Free Workplace Act of 1988, which states that it is unlawful to manufacture, distribute, dispense posses or use a controlled substance in the workplace. Any employee with a criminal drug statute conviction or participation in a Drug or Alcohol Rehabilitation (DAR) program arising from the same shall inform the HA in writing within in five (5) days of such conviction whether appealed or not, or upon entry in a DAR program, or an immediate suspension will ensue. Smoking is prohibited inside the school or on its premises. Alcohol consumption is prohibited on school property. Firearms and/or other weapons are not permitted in the workplace. Full-time law enforcement officers, while in performance of their duties or attending meetings or classes while on duty, are excluded from this requirement.

#### **Political Activities**

Employees of Columbus Community School may seek to run for electoral office or may serve on behalf of partisan political appointments. The employee will make it clear that they are not acting on behalf of Columbus Community School in order to protect the school's non-partisan stance. Political activities must be kept separate from the employee's duties for the school. The employees who hold public office will observe compliance with the laws and regulations as they apply to school employees, including those relating to Article Nine, Section Fourteen (the ant donation clause) of the Constitution of New Mexico.

# E-Mail and Internet Use Policy

E-mail and Internet access are provided in order for the employee to perform duties for the school and may not be used for any other purpose. Any personal use including the following but is not limited to: soliciting business opportunities or money for personal gain or conducting personal business, communicating, viewing, transferring, making, copying, sending, retrieving, receiving, printing, or disseminating obscene, pornographic, abusive, slanderous, defamatory, harassing, sexually oriented, discriminatory, vulgar, threatening, and/or offensive material. Violation of the E-mail and Internet Use Policy may be subject to revocation of school technology resources and disciplinary action that may include dismissal.

# **Proper Use of Email**

Staff may have access to e-mail as a means of communicating with parents. All such e-mails must be forwarded to the HA and must be saved for the school year. Always confirm receipt of e-mails sent to the HA and parents. Employees should not open attachments unless the source and/or sender can be verified if it has not been sent by the school.

# **Tutoring or Advising**

Columbus Community School personnel are not permitted to receive pay, with the exception of stipends for extra- or co-curricular activities, for tutoring or advising any students assigned to them for classroom teaching or other school functions.

# Field Trips

Parent permission is required for all students going on field trips that are designed to supplement class activities. These trips will be integrated and aligned to the curriculum and must have the approval of the HA in advance. Written consent of the parent/guardian must be obtained prior to the trip and will be in the possession of the teacher/sponsor who attends the activity. A list of students who have signed permission forms and who are absent must be sent to the office on the day of the trip prior to leaving the school campus. The teacher will take responsibility and arrange for supervision of students who did not provide signed permission forms. Staff will provide a written request for a field trip that will be within the city five days prior to the trip. A trip involving that will occur out of city will require ten days written notice. The trip's purpose and alignment to standards and benchmarks must be included in the request. The means of transportation and chaperones will be supplied to the HA. If parents or guardians will be chaperoning and will not be under direct supervision of a staff member a background check must be provided by the chaperone at their expense.

# Use of Videos, DVDs, Movies and Guest Speakers

DVDs and Videos or other instructional media may be used to supplement curriculum if the following conditions are observed: instructional media supports the curriculum, is appropriate for the age of the student, capacity to reach the personal interest level and ability of students, compliance with all copyright laws and regulations. Teachers will not use DVDs or videos without informing parent/guardian in writing prior to the viewing. Teachers will have lesson plans that explain the alignment of curriculum available for review that support the use of the video or DVD. Alternative, meaningful assignments will be made available to any student who objects to the viewing or has a parent/guardian who objects.

#### **Movie Guidelines:**

- G No signed permission form is necessary.
- PG13 All students 13 years old and under must have parent permission. (Parents/Guardians must receive one week advanced written notice)
- R and X movies are not to be shown

Teachers will notify the HA three days in advance of all guest speakers appearing in their classrooms and lesson plans will be available for review.

#### **Controversial Issues and Outside Speakers**

Columbus Community School staff agrees to serve as impartial moderators never attempting to control or limit a student's opinion on issues that are controversial by presenting unbiased,

unprejudiced, dispassionate scientific studies. Staff will be impartial and offer a balanced study of issues. If the HA believes that a teacher's presentation (oral, written, or visual) of a controversial issue falls outside the above guidelines, the HA will notify the teacher and discuss the matter while providing alternatives that do fall within the guidelines. No particular political position or candidate will be advocated for by the teaching staff or any other employee.

#### **Personnel Conduct with Students**

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

# **Personnel/ Student Confidentiality**

Employees are prohibited from using or distributing confidential information of employees or students of Columbus Community School acquired by virtue of their associations with the school for their individual or another's private gain. Student records kept by Columbus Community School will be treated as prescribed by the Family Educational Rights and Privacy Act of 1974 ("FERPA").

# **Nepotism**

Columbus Community School shall comply with all applicable state and federal statutes regarding nepotism. Pursuant to NMSA 22-8B-10 "the head administrator of a charter school shall not initially employ or approve the initial employment in any capacity of a person who is the spouse, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of a member of the governing body or the head administrator. The governing body may waive the nepotism rule for family members of a head administrator." "Nothing in this section shall prohibit the continued employment of a person employed on or before July 1, 2008." Columbus Community School will follow all federal and state statutes in regard to hiring employees.

# Safe School

The safety and welfare of Columbus Community School students is a priority of the Governing Board. Protecting the safety and welfare of students requires close monitoring of all visitors of the school.

# **Bullying Prevention**

Columbus Community School is committed to providing a safe, respectful and bully-free environment for all members of the school. Preventing bullying is important to having a safe, respectful and bully-free climate which should help students achieve high academic standards. The goal of Columbus Community School is to establish a positive educational environment. The HA will help establish procedures to implement this policy.

# **Community Involvement**

The GC recognizes that active participation by citizens is necessary to promote the best program of education for the school. Parents are encouraged to visit Columbus Community School

throughout the school year. All visitors must sign-in at the office of the school. A visitor must obtain permission of the HA before entering a classroom.

#### Student Attendance, Absences, and Excuses

Columbus Community School shall follow and implement New Mexico state law regarding school attendance. If a student must be absent, the parent/legal guardian shall follow the school's notification process for absences. The school shall consider a student in need of intervention at five (5) unexcused absences and a habitual truant at ten (10) unexcused absences in one school year.

#### **Release of Students**

No school or class may be dismissed before the regular hour for dismissal except with the approval from the Head Administrator. Except in appropriate circumstances, custody of a student will not be relinquished by school personnel to any person without the approval of the parent or guardian having legal custody.

#### **LEAVE**

#### **Sick Leave**

Sick leave shall be granted to employees during the illness of the employee, his/her spouse, or his/her dependent child. Sick leave may also be used, with prior approval of the HA or his/her designee, for illness of other relatives, providing that the ill relative is living with the employee or is dependent upon the employee for his or her care, for the care of seriously ill parents or children not living with or dependent upon the employee, up to five (5) days sick leave may be granted to the employee with the prior approval of the HA or his/her designee. Employees shall earn sick leave as per contract with no less than of 10 days (subject to change). The unused portion of such allowance shall accumulate from year to year. If an employment is terminated and the employee has a negative balance in their sick leave the amount will be deducted from the employee's final payment. Physician's Certificate: Classified and Certified Employees may be required to submit a physician's certificate to the business office when they are absent four (4) or more consecutive days and/or absent a Friday and the following Monday. Sick leave benefits shall not be paid during any period for which an employee is eligible for workmen's compensation payments unless the employee has elected in writing to assign or pay his/her workmen's compensation payment to the school for the period during which the sick leave benefits are paid. In no event shall an employee be entitled to both sick leave benefits and workmen's compensation during the same period. As used in this policy, "workmen's compensation payments" refers only to wage replacement benefits under any worker's compensation act. In the event an employee received both sick leave benefits and workmen's compensation for the same period, the school will deduct the amount of sick leave benefits paid (in the event no election has been made) or the amount of workmen's compensation payments received by the employee (in the event an election has been made) from the next amount due the employee from the school. Inappropriate use of sick leave may be cause for disciplinary action including dismissal.

#### Personal Leave

Licensed/ non-licensed employees will be entitled to use two (2) days of leave each school year for personal, legal, business, household, educational or family matters. Notice to the HA will be given at least one week before taking leave (except in cases of emergency). Personal leave is not accumulative.

# **Family and Medical Leave**

Family and Medical leave will be granted to employees who have worked for Columbus Community School for at least twelve (12) months. (May stipulate hours.) This leave is granted without pay for the following reasons:

- 1. To care for a child upon the birth or placement for adoption or foster care of the child.
- 2. To care for a spouse, child or parent who has a serious health condition.
- 3. When the employee has a serious health condition. In the event of a serious health condition to the employee or his/her child, spouse, or parent, creating a need for unplanned family or medical leave, the employee must provide notice of any needed time off, and a written doctor's certificate.

The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time needed to be off work to care for the family member or for a personal health condition, and confirmation that the nature of the condition warrants you to be away from work to care for yourself or your dependent. Employees may request up to twelve (12) weeks of leave in the 12-month period beginning on the first day the Family Medical Leave Act leave is taken. Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. To facilitate your return to work, we also ask that you provide us with two (2) weeks advance notification of your intended return date. Failure to do so may delay your

return date. All benefits that accumulate on an accrual basis (e.g., vacation, sick and personal days) will cease to accrue during the leave period. Employees may choose to use all accrued, unused vacation and personal days during the leave period.

Once such benefits are exhausted, the balance of the leave will be without pay. All group health benefits (e.g., medical, life, and dental insurance) will continue during the leave provided the employee continues to make required contributions to these plans. Failure to make such contributions will result in the termination of these benefits. If an employee fails to return to work after FMLA leave, the employee will be held liable for the amount of health insurance premiums paid by Columbus Community School during the employee's unpaid FMLA leave. In the case of an employee's own serious health condition, before the employee will be permitted to return from medical leave, he or she will be required to present Columbus Community School with a note from the employee's physician indicating that the employee is capable of returning to work and performing the essential functions of his or her position, with or without reasonable accommodation. Where required, Columbus Community School will consider making reasonable accommodation for any disability an employee may have in accordance with applicable laws.

#### **Professional Leave**

Employees may be entitled to attend professional meetings at his/her own expense provided attendance is considered beneficial to the instructional program and the school. Request must be submitted in writing and have prior approval of the HA. The school will provide substitute teachers who have been granted professional leave to attend meetings unless other arrangements have been made.

# Jury Duty and Court Subpoena Leave

Leave will be granted when an employee is subpoenaed to appear in an official proceeding Leave will be granted to an employee for appearance in court as a witness, to serve on a jury, or about through the misconduct of the employee. Employees must notify his/her immediate supervisor of their desire to apply for such leave a soon as possible. Such leave of absence will be granted to respond to an official order from another governmental jurisdiction for reasons not brought with pay if such proceeding does not involve self-employment and does not concern the employee's own personal affairs. Any amount received for jury or witness fees shall be assigned to Columbus Community School, not including reimbursement for transportation expense.

#### **Bereavement Leave**

In the case of death in the immediate family during the contract period of the employee, the employee shall be allowed leave with full pay for up to three (3) working days immediately following the date of such death. The immediate family is defined to include: husband, wife, domestic partner, child, grandchild, parents, grandparents, sister, brother, mother-in-law, father in-law, brother-in-law and sister-in-law. If requested, two (2) additional days leave with pay may be granted when travel out of state is required.

# **Military Leave**

Any employee, who is a member of an organized unit of the National Guard, or a reserve unit of any of the military branches, shall be given military leave not to exceed fifteen (15) days each federal fiscal year when ordered to active duty training. Such leave is to be in addition to other leave or vacation time in which employees are otherwise entitled. Such military leave will be granted with full salary regardless of the amount of money drawn by him/her while on such military duty.

# Military Reserves or National Guard Leave of Absence

Employees who serve in the U. S. military organizations or state militia groups may take the necessary time off during the school year, with pay up to 15 days, to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so. Employees are expected to notify the HA as soon as the dates duty is assigned.

# **Religious Leave**

Religious leave may be granted, upon request, to all employees for observance of recognized religious events. Personal leave may be used or leave without pay will be granted. This leave may be granted for up to two (2) days per year.

# **Voting Leave**

Time to vote will be given to employees who are eligible voters and whose work day begins less than two hours after the polls open and ends less than three hours before the polls close. This leave will be granted for a maximum of two (2) hours with pay in order to vote in an election recognized under the law. Written requests for this leave must be submitted prior to the day of the election. The school will provide classroom coverage.

# Required Appendix F

#### APPENDIX F

#### PROPOSED STUDENT DISCIPLINE POLICY

#### **COLUMBUS COMMUNITY SCHOOL**

Consistent, fair, and respectful discipline is essential to the educational process. Discipline must be taught just as any other content matter. Instructors are expected to be fair, consistent, and respectful in their handling of discipline related matters. Most discipline issues should be handled in the classroom. Good planning, active and engaging learning, and good classroom management are the keys to prevent student discipline problems. All staff members are expected to adhere to the Columbus Community School Student Disciplinary Policies and Procedures and utilize any school-wide adopted classroom management model.

#### ACTIONS SUBJECT TO DISCIPLINARY ACTION

# **Disruption of The Educational Process**

Students may not disrupt the educational process, and disruption of the educational process is an infraction and is subject to disciplinary action. The following is a list of actions that disrupt the educational process. This list is not all-inclusive; acts of misconduct not specified herein shall also be subject to discretionary action by appropriate school personnel. This document does not attempt to set societal standards. The criterion used for defining unacceptable

behavior is whether or not it has the potential to disrupt the educational process. These guidelines follow state and federal guidelines. Disruption of the education process can include following:

- Absences, Excessive Gang-Related Activity
- Arson, Category I and II General Disruptive Conduct
- Assault/Bullying Language, Profane/Abusive
- Assault, Aggravated Materials, Obscene
- Battery, Aggravated Paraphernalia Possession
- Battery/Fighting Robbery
- Bomb Threat/False Alarm Sexual Harassment
- Bus Disruption (Field Trips) Tardy, Excessive
- Controlled Substance, Possession/Use Theft
- Defiance of School Personnel/Authorities Tobacco, Possession/Use
- Dress Code Violation Trespassing/Unauthorized presence
- Extortion Vandalism
- Firearm Possession/Use Weapon Possession/Use

# **Substance Abuse and Tobacco Policy**

The Substance Abuse and Tobacco Policy is in effect twenty-four hours a day, seven days a week, at all times/locations from the first day of fall sports practices to the end of the school year. Violation of the substance abuse and tobacco policy can be the subject of disciplinary action.

#### **Closed Campus**

Students may not leave campus during the school day (this includes lunch-time) without documented (written or verbal) permission from parents or guardians. Violation of the closed campus policy may be considered an infraction and subject to disciplinary action.

# **Public Displays Of Affection**

Hand holding is permissible. Physical conduct beyond that is considered an infraction and may constitute Sexual Harassment.

# INTERVENTIONS/CONSEQUENCES

The following sequence of interventions is designed to accommodate existing learning and developmental differences of students associated with any violation of the Student Code of Conduct:

- Level I Interventions/Consequences Action administered by the Classroom Teacher or Aide.
- Level II Interventions/Consequences Action administered by Associate for Instruction.
- Level III Interventions/Consequences
  Action administered by the Head Administrator.

Adherence to the school-wide rules of the Student Code is expected. Failure by students to behave as required will result in specific Interventions/Consequences for unacceptable actions(s). Behavior related to a child's disability will be managed in a manner consistent with applicable laws and regulations.

#### Zero Tolerance

The School follows a zero tolerance policy on behaviors and actions that have the potential to inflict bodily injury or create an unsafe environment. Automatic suspensions will be given for these types of infractions. Administration will take into consideration age and the developmental level of students when making determination as to the type and intensity of the consequences.

# **Multiple Referrals**

Columbus Community School is committed to creating a safe learning environment free of disruption and distraction. When behaviors concerns continue to occur after interventions it may have the potential to be progressively more serious and/or problematic warranting a higher level of intervention. Students will receive increasing severe consequences for infractions even if they are of a less severe nature. A specific conduct violation may require administrative intervention regardless of the number of times it has occurred.

# DISCIPLINARY CONSIDERATIONS FOR SPECIAL EDUCATION STUDENTS

Special education students are not immune from the district's disciplinary process once placement procedures are properly followed. Since the exclusion of a student with a disability from his/her education program for more than a total of ten (10) days during a school year may constitute a significant change in placement, the following considerations must be addressed:

- When considering long-term suspension or expulsion, an Individualized Education Program (IEP) Team must first determine whether the behavior of concern is a manifestation of the student's disability and whether his/her program is appropriate.
- If the IEP team determines both that the behavior is not a manifestation of the student's disability and that the student's program is appropriate, disciplinary actions may be taken in accordance with the procedures in this handbook.
- Should the disciplinary procedures include long-term suspension or expulsion, the district must continue to provide the educational services defined in the IEP.
- If the IEP Team determines either that the behavior is related to the student's disability or that the student's program is not appropriate, and then the student may not be suspended and must receive an appropriate program.
- Any suspension that excludes a student from his/her IEP services must be counted when calculating the total number of suspension days (10 consecutive days or a series of suspensions that constitute a change in placement).
- The decision to remove a student from his/her IEP services must be made on an individual basis.
- Procedural safeguards outlined in the New Mexico Department of Education Standards for Excellence in Compliance Manual ensure that parental due process rights are afforded.
- All federal guidelines regarding the provision of education continuation services for suspended special education students will be adhered to.
- Special education students are entitled to a due process hearing.

# STAFF ACTIONS FOR INFRACTIONS

#### **Student Referrals/Incident Reports**

From time to time, an incident may occur that, while it is critical to note in a student's discipline file, does not necessarily lead to a referral or clear punishment/consequence. In these instances will be filled out as an Incident Report on the Referral Form and filed with the front office. Incidents appropriate for this form may include a brief discussion between a parent and teacher about a concern regarding a student's behavior, or a student who has been repeatedly accused of bullying another student but no direct evidence exists, etc. The Incident Report will be reviewed and noted by the Administrator in charge of discipline and placed in the student's file.

#### **Student Contracts**

The student may be asked to enter into a Student Success Contract to ensure the student's continued success at the school. In a Student Success Contract:

• Student commits to more positive behavior in the form of a written contract;

- Student may be assigned school or community service;
- The principal or designee will determine terms of the contract; and
- Students may be taken to a long-term suspension hearing for contract violation.

#### Referrals

- Student may be referred to School Assistance Team, school counselor, or school mental health team. School authority may refer students to a variety of appropriate professionals within the school setting for intervention.
- Student and school authority may call parent/guardian to discuss problem and solution.
- Student may be referred to counselor or outside agencies.
- Student may be formally referred for legal action.

#### **Removal From Class**

- Student may be removed from class or activity but remains at school pending conference with appropriate school personnel.
- Student may be placed in an alternative educational setting until satisfactory resolution is reached.
- Student may be suspended from school for no more than one (1) day, pending parent conference.
- The authority of the schools is to supervise and control the conduct of students and includes the authority to impose reasonable periods of detention during the day or outside normal school hours, as disciplinary measures.
- Reasonable periods of detention may be imposed with the procedures for Short-term suspension. The removal from setting to an alternative supervised area and/or loss of privileges.

# **Community Service**

Student may engage in reasonable and appropriate activities that constitutes restitution for an infraction.

# **In-School Suspension**

area:

The removal from setting and/or loss of privileges to an alternative supervised

- Students are responsible for keeping their class work current.
- Involves community service on campus
- 1-10 school days at administrator's discretion
- Student will be allowed to make-up class work, homework, quizzes, etc.
- Students may or may not be allowed to participate in extracurricular/co-curricular activities/athletics during days of in-school suspension, at the discretion of the administrative authority
- Parent/administrator contact and disciplinary notice issued.

# **Suspension Of Extra-Curricular Privileges**

- Students may be removed, at the discretion of the principal, from any part or all of extracurricular privileges for time periods up to one (1) full calendar year.
- Participation in extra-curricular activities is a privilege offered to and earned by students.

- Because participants are serving as representatives of their school and community, their conduct is expected to exemplify high standards at all times.
- Participants are expected to adhere to higher standards of academics and conduct than established for the general school population in order to maintain their extra-curricular privileges.

# **Suspension**

A suspension is the removal of a student from a class or classes and all school-related activities for any period of time. The school administration must provide written notification to each of the student's teachers and to the student's parents/legal guardians within one (1) school day of imposing any form of suspension. The school administration must keep on file a copy of the notification for any suspension occurring during a school year. The Associate Instruction of the school is responsible for notification compliance and documentation. Copies of suspension notification may be discarded at the beginning of each academic year for prior year actions, except for any long-term suspensions or expulsions still in effect.

#### **Short-Term Suspension**

Short-term suspension will be at the discretion of the School Administrator and will address behaviors that disrupt the educational process. Administrators may impose Interventions/Consequences beyond the minimum mandatory in order to maintain the safety and security of the school population. Short-term suspension will be limited to no more than five (5) days, only one (1) of which can be out of school.

# **Long-Term Suspension**

Long-term suspension is defined as the removal of a student from instruction and all school-related activities for more than ten (10) days and up to the balance of the semester. A secondary student receiving a long-term suspension may lose credit for the semester unless placed in an alternative school setting. A student must be given the opportunity for a due process hearing prior to the suspension. The student may, at his/her own expense, choose to be represented by an attorney at the hearing. At the Head Administrator's discretion, students may be suspended pending a due process hearing.

# **Expulsion**

Expulsion is the removal of a student from Columbus Community School for a period exceeding one (1) semester. In some cases, expulsion may be a permanent removal from school. When appropriate, a student who is expelled may be placed in an alternative program. A secondary student receiving an expulsion will lose credit for the semester in which the expulsion occurs, unless the student is engaged in an alternative program. A student must be given a due process hearing prior to expulsion. The student may, at his/her own expense, choose to be represented by an attorney at the hearing.

# Reimbursements/Restitution

Restitution will be sought from anyone for damage or theft of personal or school property. This includes damage to the school facilities, i.e. bathrooms, lockers, desks, etc. – damage or loss of school textbooks materials, and supplies for which student and parents are responsible; or damage to personal property of school employees or students or school neighborhood residents. Such matters may be referred to the police or other legal authority for further action.

# **Referral For Legal Action**

Evidence of any illegal act or action by a student will be forwarded to the appropriate authority or law enforcement agency, i.e. police, sheriff, county, city, state or federal ordinance.

# **Actions Which May Result In Suspension**

- Use of or threatening with a firearm, knife, explosive, or other object, even if manufactured for a nonviolent purpose, that has a potentially violent use, or any look-alike" object that resembles an object that has a potentially violent use, with intent to cause bodily harm. This specifically includes "look-alike" guns and knives, such as toys.
- Sale or furnishing of weapons (gun, sharp object, club, or an object that could inflict serious bodily injury).
- Starting a fire resulting in damage to property over \$100.00 to property.
- Starting a fire resulting in injury to a person.
- Possession with intent to distribute alcohol or drugs, other illegal substances or look-alikes.
- Use and/or possession of drugs, alcohol, or any intoxicant.
- Committed or attempted to commit sexual assault or sexual battery (see aggravated assault).
- Repeated sexual harassment including but not limited to unwelcome sexual advances, requests
  for sexual favors, and other verbal, visual, or physical conduct of a sexual nature that can be
  deemed as a threat.
- Cause or attempt to cause physical injury to a staff member
- Bomb threats
- Repeated fighting
- Causing physical harm to another person
- Rioting or gang fighting
- Possession of any explosive device as defined in the Gun Free Schools Act.

#### **Grade Requirements and Promotion Policy**

Students are admitted to the Columbus Community School based on promise, aptitude and passion. Through a public / private partnership, students are provided with academic opportunities to excel. Many students in New Mexico are interested in the opportunities provided by the school, and students enrolled in the school should continually show purpose and commitment in their work. Students will receive a grade from each teacher for attendance and for effort in a class, in addition to the grade for the substantive work in a class. Students will receive an attendance grade and a grade for effort in all classes.

#### Mastery

Promotion is based on mastery of a subject. No grades below a "C" will be given. A student will continue to work in a subject area until he/she shows mastery of the subject. By the same token, once mastery is achieved the student may move up to the next level. Seat time is not taken into consideration.

Students are required to be involved in the development of the assessment process, which includes self-assessment. Through this process, teachers and the student will know at all times is the student is achieving in a timely manner.

It is the joint responsibility of teachers, the student, and the Associate for Instruction to monitor the student's progress. Once a student is perceived as not progressing at an acceptable pace a Student

Achievement Team must intervene to determine the impediments for the student and develop an appropriate plan for achievement. At this stage the student's parents are notified and request to join in the deliberation of the SAT.

#### **GLOSSARY OFTERMS**

#### 1. Absences, Excessive

Attendance that falls below 95% in a grading period (approximately 5 days out of a 9-week period).

#### 2. Arson

Maliciously, willfully and/or neglectfully starting, by any means, a fire or causing an explosion on school property or at any school-related activity.

Category I – Deliberately, or with reckless disregard, starting a fire with resulting expense under \$100.00.

Category II – Deliberately, or with reckless disregard, starting a fire resulting in damage over \$100.00 to property or resulting in injury to a person.

# 3. Assault/Bullying

Any act or speech that subjects persons to indignity, humiliation, intimidation, physical abuse or threat of physical abuse, social or other isolation, shame, or disgrace.

- I. Reported incidents are reported by a student, but no direct evidence exists.
- II. Observed Witnessed incidents or evidence of incident exists.

# 4. Assault, Aggravated

Intending or performing assault and battery with a weapon, instrument or any means of force likely to produce bodily injury. This category includes sexual assault and/or offenses.

# 5. Battery, Aggravated

Employing hostile contact with any kind of weapon or causing great bodily harm.

#### 6. Battery/Fighting

Employing hostile contact in which at least one party has contributed to a situation by verbal action and/or bodily harm.

# 7. Bomb Threat and/or False Alarm

Bomb Threat – Falsely and maliciously stating to another that a bomb or other explosive has been placed in such a position that person/s or property are likely to be injured or destroyed. False Alarm – Interfering with the proper functioning of a fire alarm system or giving a false alarm, whether by means of a fire alarm or otherwise.

# 8. Bus Disruption

Deliberately or inadvertently interfering with the safe operation of a school bus which is stopped or moving; behaving in a manner adversely affecting an individual or any property on or near the bus itself, at bus stops or at pick-up areas.

#### 9. Cell Phones

Violation of Cell Phone Use & Registration Agreement. Also see Nuisance Items. Misuse of cell phones and other forms of technology could include, but not be limited to the unauthorized taking of pictures, cheating, invading privacy, etc.

# 10. Cell Phone used for Gang Activity

The use of the cell phone to call or solicit students and/or nonstudents for gang-related activities.

#### 11. Contract Violation

The student's refusal to comply with expectations, policies, and procedures as set forth in a Student Success Contract agreed upon by student, parent, and school representative. Contract conferences occur when as student returns from suspension.

# 12. Controlled Substance, Paraphernalia Possession

Possessing any paraphernalia, such as but not limited to rolling paper, lighters, pipes or bongs.

# 13. Controlled Substance, Possession

Possessing any substance capable of producing a change in behavior or altering a state of mind or feeling; having a "look-alike," a substance that looks like a controlled substance.

# 14. Controlled Substance, Sale or Distribution

Selling or distributing a substance capable of producing a change in behavior or altering a state of mind or feeling; including a "look-alike,"\*\* or an item sold as a controlled substance.

# 15. Controlled Substance, Use.

The physical, mental, or emotional impairment of personal faculties caused by the use of marijuana, hallucinogenic drugs, other abuse prone drugs, counterfeit drugs, "lookalike", controlled substances or any substance with an intoxicating effect.

Definition of substance with intoxicating /addictive effect:

- A. A substance such as, but not limited to, permanent markers, hair spray, vanilla, liquid paper, gasoline, or caffeine pills used to produce an intoxicating effect.
- B. Drugs prescribed by the student's physician that are being taken according to the discretion of the prescription are exempt under this policy. NOTE: Such prescribed medications are to be kept in the health office and taken under the supervision of school personnel. Refer to School Medication Procedures.

# 16. Defiance of School Personnel/Authorities

Refusing to comply with any reasonable demand or request by any school official or sponsor at places and times where school personnel have jurisdiction. This includes falsely identifying oneself, the use of profane or abusive language (oral or written) which is crude, insulting, or irreverent.

#### 17. Expulsion

The removal of a student from all regular schools for a period exceeding one (1) semester. In some cases expulsion may be a permanent removal from this school system.

# 18. Extortion

Using intimidation or the threat of violence to obtain money, information or anything else of value from another person.

# 19. Firearm, Possession

Possession of any weapon which will or is intended to propel a projectile by the action of an explosive; this may include "look-alikes" starter gun, firearm muffler, firearm silencer, or any destruction device. In compliance with Federal Gun Free Schools Act, any student found to be in violation of this policy due to possession of a firearm, as defined in this policy, shall at a minimum be expelled from school for a period of not less than one year (365 days).

# 20. Gang-Related Activity

Gang-related activity can be intimidating to students, faculty and staff and is disruptive to the educational process. Although this list is not all-inclusive, examples of inappropriate and unacceptable behaviors are such things as gang graffiti on school property and/or other items, intimidation of others, gang fights and/or initiation rituals, wearing gang attire or "colors." A "gang" can be any group of students and/or non-students whose group behavior is threatening, delinquent or criminal. Since gang behavior, markers and colors are variable and subject to rapid change, school administrators and staff must

exercise judgment and their individual discretion, based upon current circumstances in their neighborhood schools when evaluating gang-related activity. Gang-related indicators that will be considered should include:

- The student associating with admitted or known gang members.
- The student wearing attire consistent with gang dress.
- The student displaying gang logos, graffiti and/or symbols on personal possessions.
- The student displaying gang hand signs or signals to others.
- The student talking about gang activities to others.

# 21. General Disruptive Conduct

Willful conduct which materially and in fact disrupts or interferes with the operation of the public schools and the orderly conduct of any public school activity, including individual classes; or leads an administrative authority reasonably to forecast that such an interruption or interference is likely to occur unless preventive action is taken.

# 22. Language, Profane and/or Abusive

Using language (oral or written) which is crude, offensive, insulting or irreverent; use of coarse words to show contempt or disrespect; swearing.

# 23. Materials, Obscene

Displaying material that is indecent and has the potential of being disruptive.

# 24. Nuisance Items

Any item that disrupts the educational process (cell phones, CD players, radios, video games)

# 25. Public Displays of Affection

Inappropriate physical contact (discretion of school staff).

# 26. Restitution

Compensation for loss or damage.

# 27. Robbery

Taking of property of another through means of force or fear.

# 28. Search, Minimally Intrusive

Emptying of pockets, searches of student backpacks and purses, removal of hats, socks and shoes, conducted by any certified school employee, school security officer, campus security aide, or school bus driver.

# 29. Search, More Intrusive

Pat downs and/or frisks, conducted by an authorized person of the same sex as the student being searched.

# 30. Search, Most Intrusive

A strip search shall be conducted only upon individualized reasonable suspicion of a serious crime or a safety concern and shall be conducted by a school administrator of the same sex and in the presence of another authorized person of the same sex.

# 31. Sexual Assault

An unlawful attempt to threat to do harm of a sexual nature. Threatening physical harm to another or causing a present fear of imminent danger to the person by use of threats, gestures, verbal assaults, instigation of a sexual nature.

# **32. Sexual Battery**

Inappropriate or unwanted touching of a sexual manner. The unlawful use of force of a sexual nature upon another person.

# 33. Sexual Harassment

Sexual harassment is a form of gender discrimination as defined in Title IX of the Education Amendments of 1972. Sexual harassment is a violation of federal law. Examples of

sexual harassment include but are not limited to the following: sexual assault, unwanted touching, inappropriate comments or conversation, certain non-verbal behaviors and gestures which threaten or belittle others on the basis of gender.

# 34. Tagging or Graffiti

Defacing, writing on or marking up school or personal property not related with media not limited to markers, paints, pencil, or pens.

# 35. Tardy, Excessive

Student is not in the class or assigned activity when it is scheduled to begin on a habitual basis.

### 36. Theft I

Unauthorized possession and/or sale of property of another without consent of owner (items less that \$50 monetary value).

# 37. Theft II

Unauthorized possession and/or sale of property of another without consent of owner (items of monetary value more than \$50).

# 38. Tobacco Possession

Possession of tobacco anywhere on a school campus or at a school related event is prohibited. In addition, students found in possession of tobacco products are subject to the provisions of the Substance Abuse and Tobacco Policy.

# 39. Tobacco Use

Using any form of tobacco is prohibited. In addition, students using any form of tobacco are subject to the provisions of the Substance Abuse and Tobacco Policy.

# 40. Trespassing/Unauthorized Presence

Entering or being on school grounds or in a school building without authorization.

# 41. Truancy

Any absence that does not fit into the prescribed school guidelines or is not school related. Leaving campus during school hours without appropriate approval from designated authority.

# 42. Vandalism

Deliberately or maliciously destroying, damaging and/or defacing school property or the property of another individual.

# 43. Weapon Possession

Possessing a weapon such as but not limited to: a firearm, any type of gun, knife, club, explosive, spiked wrist band, chains or other item that may cause or is intended to cause injury or death. This specifically includes "look-alike" guns and knives, such as toys. Columbus Community School forbids the possession, custody, or use of weapons by students or unauthorized personnel in or around school property. This policy is enacted so as to conform to the Federal Gun Free Schools Act of 1995, 33 US.C. 3351 (a) (1).

# 44. Weapon Use

Use of any weapon (firearm, knife, explosive, or other object, even if manufactured for a nonviolent purpose, that has a potentially violent use, or any look-alike" object that resembles an object that has a potentially violent use) to threaten, intimidate, attack, injure or kill any person.

# Required Appendix G

# **APPENDIX "G"**

## CONFLICT OF INTEREST POLICY

# A. General Principles

All Board members have a duty of loyalty and a duty of care towards Columbus Community School (CCS) charter school. It is the responsibility of all Governing Board members to conduct themselves in accordance with the highest standards of integrity, honesty, and fair dealing to preclude conflict between the interest of (CCS) and the personal interests of the Governing Board member. Likewise, it is the responsibility of the school to conduct all its business and operations impartially in accordance with all laws and in conformity with the highest ethical and professional standards. All hiring and other transactions imposing financial and/or legal obligations on the school shall be made with the best interests of the school as the foremost consideration. The Board also recognizes that the ultimate success depends upon the active participation, cooperation and collaboration of parents, volunteers, employees, Governing Board members, students, and other community members. Sometimes the best interests of CCS charter school may involve the creation of relationships that might create an appearance of impropriety or potential for abuse of position, if not carefully evaluated by disinterested parties. The Board therefore has established this policy to guide Governing Board members in their actions or relationships, so that they will avoid the appearance of having their judgment or the performance of their duties compromised.

## **B.** Conflict of Interest Definition

A conflict of interest occurs whenever a Governing Board member permits the prospect of direct or indirect personal gain (or gain to a relative or Related Entity) to influence improperly his or her judgment or actions in the conduct of CCS. It is not practical to specify every action that might be considered to raise a conflict of interest. Consequently, Board members should immediately disclose to the Board any circumstance that may give rise to the appearance of a conflict of interest. The following situations have the potential for being an actual conflict of interest and must be avoided

unless the Board member has brought the issue before the Board for consideration and the Board voted to approve it in an open meeting:

- Hiring a Governing Board member's relative as an employee, whether full-time or parttime.
- Acquiring, leasing, and selling any property, facilities, materials, or contract services (e.g.,

financial, legal, public relations, and computer) under circumstances in which there is direct or indirect compensation to a Governing Board member or his/her relative or a Related Entity of the member.

- Using confidential information acquired by virtue of their associations for their individual or another's private gain.
- Requesting or receiving and accepting a gift or loan for themselves or another that tends to
  influence them or appear to influence them in the discharge of their duties as Board
  members.
- Influencing or having the appearance of influencing business with suppliers to CCS, which
  results in the financial benefit to a Governing Board member, his or her relatives or a
  Related Entity.

# C. Deliberations and Voting on Conflict Issues

In order to avoid conflicts of interest and the appearance of impropriety Board members shall not participate in open meeting or Closed Session deliberations or votes relating to the discipline of (i) himself or herself; (ii) any relative of the Board member; or (iii) any transaction between CCS and any Related Entity of the Governing Board member. "Closed Session" shall mean any portion of a Governing Board meeting that is properly closed to the public in accordance with the provisions of the state Open Meetings Act.

The Head Administrator shall not authorize (by approval of a Purchase Order or otherwise) or enter into any proposed transaction described in Paragraph B unless and until the transaction has first been evaluated and approved by the Governing Board. The Governing Board may, but shall not be obligated to, approve a proposed transaction (including the hiring of a Governing Board member's relative or any Related Entity, if the Board concludes, after review of all pertinent data, that: (i)the transaction is financially no less favorable to the school than would be available in an arm's length transaction between unrelated parties; (ii) no Governing Board member will be in a position to influence decisions relating to the employment, supervision, compensation or discipline of a relative; (iii) No Governing Board member will be in a position to influence decisions relating to any transaction between CCS and any Related Entity; and (iv) the benefits of CCS outweigh any appearance of a conflict of interest.

# D. Violation of Conflict of Interest Policy

Upon discovery of a possible infraction of the established CCS conflict of interest polices, the discovering party is required to immediately notify the Governing Board Chairperson, Head Administrator, and all Board Members. A Special Governing Board Meeting must be immediately scheduled to consider the matter. In the event the Governing Board decides that a CCS employee, Governing Board member, or volunteer has violated the conflict of interest rules or otherwise abused or attempted to abuse his or her position at CCS, the Board shall review and recommend appropriate action.

# E. Transactions with Interested Board Members

CCS shall not enter into any financial transaction with any Board member, any relative of a Board member, or any other person or entity in which the Board member or relative of the Board member has a direct or indirect financial interest unless during a public meeting: (a) the nature of the direct or indirect financial interest is fully disclosed to the Board; and (b) the transaction is expressly approved by a majority of the Board members present at such meeting who have no direct or indirect personal financial interest in the transaction, provided a quorum of the full Board is present at such meeting. A written contract or other written memorandum shall evidence all such interested transactions approved by the Board, and be reflected in Board Minutes. Each Board member shall be responsible for disclosing to the Board the existence of any such direct or indirect interest. Failure to make such disclosure shall be grounds for voiding the transaction, at the discretion of the Board.

Nothing in this procedure shall prevent CCS from paying compensation to a Board member for reasonable expenses incurred. All such compensation shall be paid in compliance with the New Mexico Per Diem and Mileage Act.

# Optional Appendix H



# **Village of Columbus**

PO Box 350, Columbus, NM 88029

575-531-2663; fax 575-531-2633

email: cityhallco@vtc.net

# MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF COLUMBUS, NEW MEXICO AND COLUMBUS COMMUNITY SCHOOL

THIS AGREEMENT is entered into by and between the Village of Columbus, New Mexico ("Village"), an incorporated Village in the State of New Mexico, and the Columbus Community School ("CCS"), applicant for a (charter) public middle-high school.

WHEREAS, the Village is the owner of the property known as the "Old Columbus Elementary School" (Old School);

WHEREAS, CCS is in the process of applying to the Public Education Commission (PEC) for a (charter) public middle-high school;

WHEREAS, CCS must show in its application the availability of adequate facilities for a public school in the community;

WHEREAS, the New Mexico Public Schools Facilities Authority has approved portions of the Old School as complying for a public middle-high school;

WHEREAS, once CCS's application is approved and a contract is signed with the State of New Mexico, there will be adequate legislative funds to pay rental costs for the facilities;

WHEREAS, the Old School was funded and built by taxpayer's money for education of area children:

NOW, THEREFORE, the Village and CCS hereby agree as follows:

# 1. The Village agrees:

- a. To lease to CCS those portions of the Old School to include the newer five (5) separate classrooms, the gymnasium for school time use, playground, available portables, and portions of the main building which could be used as office space,
- b. To accept as full payment for the lease that per student amount provided by

appropriations),

- c. To work collaboratively with CCS for the creation of additional space as the school grows,
- d. To work collaboratively with CCS for maintenance, custodial services and security.

# 2. CCS agrees:

- a. To coordinate, communicate, and maintain a cooperative working relationship with the Village Board of Trustees and administration,
- b. To promptly make lease payments to the Village as funds are released from the state,
- c. To work collaboratively with the Village for the creation of additional space as the school grows, and
- d. To work collaboratively with the Village for maintenance, custodial services and security.
- 3. <u>Amendment.</u> This Agreement shall not be altered, modified, or amended except by instrument in writing executed by both parties.
- 4. <u>Termination</u>. This Agreement shall terminate upon completion of a formal lease contract between the Village and CCS once CCS has been approved and placed under contract with the PEC.
- 5. <u>Status of Employees</u>. Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this Agreement shall remain subject to the supervision of his or her employer.
- 6. <u>Sovereign Immunity.</u> By entering into this Agreement, the CCS's and Village's "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, do not waive sovereign immunity or any defenses or any limitations of liability available under law. No provision in this Agreement modifies or waives any of the provisions of the New Mexico Tort Claims Act, and any amendments thereto.
- 7. <u>Liability</u>. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Both the Village and CCS agree to assume all risk in the performance of their respective actions taken hereunder and their respective activities in connection herewith and, if found liable, shall be solely responsible and answerable in damages for any and all accidents, deaths, bodily or personal injuries to person, property or damages of any other nature.
- 8. No Third Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by the parties, or by any provision of or any part of the Agreement, to create in the public or any member thereof status as a third party beneficiary of the Agreement or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, injury to person, damage to property or any other cause of action whatsoever pursuant to the provisions of this Agreement.
- 9. <u>Severability</u>. If any part or application of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder, or its application to other situations or persons, shall not be affected.

performed by either party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party from declaring a default for any succeeding breach of the same condition or another condition.

- 11. <u>Governing Body Approval.</u> This Agreement shall not be effective unless approved by the parties respective governing bodies.
- 12. <u>Non-appropriation</u>. This Agreement is contingent upon sufficient funds being appropriated for the work under this agreement by the parties' respective governing bodies.
- 13. <u>Law and Authority</u>. This agreement shall be governed by the laws of the State of New Mexico. Each person signing this Agreement represents that they have been authorized to enter into this Agreement on behalf of their respective governing body.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature below.

Village of Columbus, NM

Philip H. Skinner

Mayor

Date: 6-11-14

**Columbus Community School** 

Jack H. Long

Co-Founder

Date: 6- 23-14

# Required Appendix I

# State of New Mexico Public School Facilities Authority

Robert A. Gorrell, Director Rocky Kearney, Deputy Director

Santa Fe Office 410 Don Gaspar Santa Fe, NM 87501 (505) 988-5989 (505) 988-5933



Albuquerque Field Office 1312 Basehart Road, SE Suite 200 Albuquerque, NM 87106 (505) 843-6272 (505) 843-9681 (Fax)

Website: www.nmpsfa.org

June 15, 2015

Mr. Phillip Skinner Columbus Community School PO Box 810 Columbus, New Mexico, 88029-0810

Dear Mr. Skinner:

PSFA has received and reviewed the Facility Master Plan/Educational Specifications (FMP/Ed Specs) for the proposed Columbus Community Charter School (CCCS). The FMP/Ed Specs' guides you in planning of and/or selection of a facility that is adequate to accommodate your educational program and method of instruction. Based upon our review, PSFA is pleased to announce that the FMP/Ed Specs meet our requirements. In accordance with House Bill 283, your next step is to submit your charter school application to the New Mexico Public Education Commission (PEC) and include your FMP/Ed Specs along with this approval letter.

Through our review of the FMP/Ed Specs, PSFA understands the following:

## A. School Facts

- The proposed CCCS seeks to operate in the Village of Columbus, New Mexico.
- The CCCS plans to cap enrollment at 200 students in grades 6<sup>th</sup>-12<sup>th</sup>.
- The CCCS educational program is based on STEM fields with rigorous dual language instruction and project based curriculum.
- The school desires a student/teacher ratio of 20:1.

## B. Intent to Utilize the Village of Columbus owned former Columbus Elementary School

- The proposed CCCS would like to lease space in the former Columbus Elementary School from the Village of Columbus. Your FMP/Ed Specs sate that the Village has acquired the property and will renovate it into community space and municipal offices.
- The FMP/Ed Specs contain a copy of the Village of Columbus quitclaim deed demonstrating Village ownership of the property.
- The FMP/Ed Specs contain a memorandum of understanding (MOU) between the Village and the CCCS indicating that the Village agrees to lease classroom space, gym, playground, portables, and portions of the main building to the school.
- The MOU also states the intent of the Village to work collaboratively with the school to provide maintenance/custodial and security services to the school. In addition, the MOU states that the Village will work with the school to provide additional space in the building or site as the school grows.

• The agreement between the CCCS and Village satisfies the HB-283 requirement stipulating that all new schools chartered after July 1, 2015 locate in public buildings.

# C. Required Spaces

- The CCCS anticipates needing 10 classrooms once the school realizes the full enrollment cap of 200 students in year five of operation.
- The school plans to utilize classrooms in the former Columbus Elementary School along with portables for instructional and administrative spaces. It plans on utilizing the gym in the former elementary school for physical education and multi-purpose needs.
- The school plans on exploring options with other entities for delivery of other school services such as the Village senior center for meal service and student health services with the Ben Archer Health Center.
- The CCCS requires approximately 5,700 SF of classroom space and another 10,055 SF of administrative and support space to deliver its educational program, once the school realizes its full enrollment cap.
- In addition to the 10 classrooms, the school also desires a science classroom, art classroom, music classroom, administrative space, library, storage, and multi-purpose space.

## D. Adequacy

- In October of 2014, the school assessed its proposed spaces and presented the findings to PSFA. The updated data resulted in a condition index of 32.94% for the proposed spaces, which is closer to the statewide condition index but still above.
- If the PEC approves your charter school application, PSFA will require you to prepare an 18-month plan of correction to address deficiencies in your facility based on the assessment cited above, prior to occupancy.
- In our review of your spaces, PSFA staff noticed that your art and music classrooms are below the adequacy standards for high school students at full class load of 20. Per our Adequacy Planning Guide, the art and music rooms need to be no smaller than the average classroom size in the facility. However, if you limit the amount of students in the room to 12, based on the NSF/Student in adequacy, we will consider these rooms adequate.

If you are a successful applicant, PSFA's Planning and Design team stands ready to work closely with the school as you prepare to occupy the facility. You can reach as at (505) 843-6272.

Sincerely,

John M. Valdez, AICP Facilities Master Planner

cc: Richard Romero, New Mexico Association for Charter School Educational Services (Agent)
Martica Casias, Planning and Regional Manager, PSFA
Travis Coker, Regional Manager, PSFA

# Required Appendix L

Years	High School		
	or	30	Associates
	G.E.D.	Credits	Degree
0	\$7.50	\$10.00	\$15.00
1	\$7.61	\$10.22	\$15.22
2	\$7.72	\$10.43	\$15.43
3	\$7.83	\$10.65	\$15.65
4	\$7.93	\$10.87	\$15.87
5	\$8.04	\$11.09	\$16.09
6	\$8.15	\$11.30	\$16.30
7	\$8.26	\$11.52	\$16.52
8	\$8.37	\$11.74	\$16.74
9	\$8.48	\$11.96	\$16.96
10	\$8.59	\$12.17	\$17.17
11	\$8.70	\$12.39	\$17.39
12	\$8.80	\$12.61	\$17.61
13	\$8.91	\$12.83	\$17.83
14	\$9.02	\$13.04	\$18.04
15	\$9.13	\$13.26	\$18.26
16	\$9.24	\$13.48	\$18.48
17	\$9.35	\$13.70	\$18.70
18	\$9.46	\$13.91	\$18.91
19	\$9.57	\$14.13	\$19.13
20	\$9.67	\$14.35	\$19.35
21	\$9.78	\$14.57	\$19.57
22	\$9.89	\$14.78	\$19.78
23	\$10.00	\$15.00	\$20.00

# Years

	Associates	Bachelors
	Degree	Degree
	Degree	Degree
0	\$15.00	\$20.00
1	\$15.22	\$20.43
2	\$15.43	\$20.87
3	\$15.65	\$21.30
4	\$15.87	\$21.74
5	\$16.09	\$22.17
6	\$16.30	\$22.61
7	\$16.52	\$23.04
8	\$16.74	\$23.48
9	\$16.96	\$23.91
10	\$17.17	\$24.35
11	\$17.39	\$24.78
12	\$17.61	\$25.22
13	\$17.83	\$25.65
14	\$18.04	\$26.09
15	\$18.26	\$26.52
16	\$18.48	\$26.96
17	\$18.70	\$27.39
18	\$18.91	\$27.83
19	\$19.13	\$28.26
20	\$19.35	\$28.70
21	\$19.57	\$29.13
22	\$19.78	\$29.57
23	\$20.00	\$30.00

Years	Bachelors Degree	Bachelors Degree	Masters Degree	Masters Degree	Masters Degree
	+0	+15	+0	+15	+45
0	\$32,000.00	34000	36000	38000	\$40,000.00
1	\$32,347.83	34391.3043	36434.7826	38543.4783	\$40,652.17
2	\$32,695.65	34782.6087	36869.5652	39086.9565	\$41,304.35
3	\$33,043.48	35173.913	37304.3478	39630.4348	\$41,956.52
4	\$33,391.30	35565.2174	37739.1304	40173.913	\$42,608.70
5	\$33,739.13	35956.5217	38173.913	40717.3913	\$43,260.87
6	\$34,086.96	36347.8261	38608.6957	41260.8696	\$43,913.04
7	\$34,434.78	36739.1304	39043.4783	41804.3478	\$44,565.22
8	\$34,782.61	37130.4348	39478.2609	42347.8261	\$45,217.39
9	\$35,130.43	37521.7391	39913.0435	42891.3043	\$45,869.57
10	\$35,478.26	37913.0435	40347.8261	43434.7826	\$46,521.74
11	\$35,826.09	38304.3478	40782.6087	43978.2609	\$47,173.91
12	\$36,173.91	38695.6522	41217.3913	44521.7391	\$47,826.09
13	\$36,521.74	39086.9565	41652.1739	45065.2174	\$48,478.26
14	\$36,869.57	39478.2609	42086.9565	45608.6957	\$49,130.43
15	\$37,217.39	39869.5652	42521.7391	46152.1739	\$49,782.61
16	\$37,565.22	40260.8696	42956.5217	46695.6522	\$50,434.78
17	\$37,913.04	40652.1739	43391.3043	47239.1304	\$51,086.96
18	\$38,260.87	41043.4783	43826.087	47782.6087	\$51,739.13
19	\$38,608.70	41434.7826	44260.8696	48326.087	\$52,391.30
20	\$38,956.52	41826.087	44695.6522	48869.5652	\$53,043.48
21	\$39,304.35	42217.3913	45130.4348	49413.0435	\$53,695.65
22	\$39,652.17	42608.6957	45565.2174	49956.5217	\$54,347.83
23	\$40,000.00	43000	46000	50500	\$55,000.00

# Level I Teacher

Years	Bachelors Degree +0	Bachelors Degree +15	Masters Degree +0	Masters Degree +15	Masters Degree +45
0	\$32,000.00	34000	36000	38000	\$40,000.00
1	\$32,347.83	34521.7391	36608.6957	38695.6522	\$40,782.61
2	\$32,695.65	35043.4783	37217.3913	39391.3043	\$41,565.22
3	\$33,043.48	35565.2174	37826.087	40086.9565	\$42,347.83
4	\$33,391.30	36086.9565	38434.7826	40782.6087	\$43,130.43
5	\$33,739.13	36608.6957	39043.4783	41478.2609	\$43,913.04

Years	Bachelors Degree +0	Bachelors Degree +15	Masters Degree +0	Masters Degree +15	Masters Degree +45
0	\$42,800.00	42975	43150	43325	\$43,500.00
1	\$42,878.26	\$43,053.26	\$43,228.26	\$43,403.26	\$43,578.26
2	\$42,956.52	\$43,131.52	\$43,306.52	\$43,481.52	\$43,656.52
3	\$43,034.78	\$43,209.78	\$43,384.78	\$43,559.78	\$43,734.78
4	\$43,113.04	\$43,288.04	\$43,463.04	\$43,638.04	\$43,813.04
5	\$43,191.30	\$43,366.30	\$43,541.30	\$43,716.30	\$43,891.30
6	\$43,269.57	\$43,444.57	\$43,619.57	\$43,794.57	\$43,969.57
7	\$43,347.83	\$43,522.83	\$43,697.83	\$43,872.83	\$44,047.83
8	\$43,426.09	\$43,601.09	\$43,776.09	\$43,951.09	\$44,126.09
9	\$43,504.35	\$43,679.35	\$43,854.35	\$44,029.35	\$44,204.35
10	\$43,582.61	\$43,757.61	\$43,932.61	\$44,107.61	\$44,282.61
11	\$43,660.87	\$43,835.87	\$44,010.87	\$44,185.87	\$44,360.87
12	\$43,739.13	\$43,914.13	\$44,089.13	\$44,264.13	\$44,439.13
13	\$43,817.39	\$43,992.39	\$44,167.39	\$44,342.39	\$44,517.39
14	\$43,895.65	\$44,070.65	\$44,245.65	\$44,420.65	\$44,595.65
15	\$43,973.91	\$44,148.91	\$44,323.91	\$44,498.91	\$44,673.91
16	\$44,052.17	\$44,227.17	\$44,402.17	\$44,577.17	\$44,752.17
17	\$44,130.43	\$44,305.43	\$44,480.43	\$44,655.43	\$44,830.43
18	\$44,208.70	\$44,383.70	\$44,558.70	\$44,733.70	\$44,908.70
19	\$44,286.96	\$44,461.96	\$44,636.96	\$44,811.96	\$44,986.96
20	\$44,365.22	\$44,540.22	\$44,715.22	\$44,890.22	\$45,065.22
21	\$44,443.48	\$44,618.48	\$44,793.48	\$44,968.48	\$45,143.48
22	\$44,521.74	\$44,696.74	\$44,871.74	\$45,046.74	\$45,221.74
23	\$44,600.00	\$44,775.00	\$44,950.00	\$45,125.00	\$45,300.00

# Level III Teacher

Years	Bachelors Degree +0	Bachelors Degree +15	Masters Degree +0	Masters Degree +15	Masters Degree +45
0			\$54,500.00	54750	\$55,000.00
1			\$54,565.22	\$54,815.22	\$55,065.22
2			\$54,630.43	\$54,880.43	\$55,130.43
3			\$54,695.65	\$54,945.65	\$55,195.65
4			\$54,760.87	\$55,010.87	\$55,260.87
5			\$54,826.09	\$55,076.09	\$55,326.09
6			\$54,891.30	\$55,141.30	\$55,391.30
7			\$54,956.52	\$55,206.52	\$55,456.52
8			\$55,021.74	\$55,271.74	\$55,521.74
9			\$55,086.96	\$55,336.96	\$55,586.96
10			\$55,152.17	\$55,402.17	\$55,652.17
11			\$55,217.39	\$55,467.39	\$55,717.39
12			\$55,282.61	\$55,532.61	\$55,782.61
13			\$55,347.83	\$55,597.83	\$55,847.83
14			\$55,413.04	\$55,663.04	\$55,913.04
15			\$55,478.26	\$55,728.26	\$55,978.26
16			\$55,543.48	\$55,793.48	\$56,043.48
17			\$55,608.70	\$55,858.70	\$56,108.70
18			\$55,673.91	\$55,923.91	\$56,173.91
19			\$55,739.13	\$55,989.13	\$56,239.13
20			\$55,804.35	\$56,054.35	\$56,304.35
21			\$55,869.57	\$56,119.57	\$56,369.57
22			\$55,934.78	\$56,184.78	\$56,434.78
23			\$56,000.00	\$56,250.00	\$56,500.00

# Assistant Principal

Years	Bachelors Degree +0	Bachelors Degree +15	Masters Degree +0	Masters Degree +15	Masters Degree +45
0			\$60,000.00	\$65,000.00	\$70,000.00
1			\$60,217.39	\$65,217.39	\$70,217.39
2			\$60,434.78	\$65,434.78	\$70,434.78
3			\$60,652.17	\$65,652.17	\$70,652.17
4			\$60,869.57	\$65,869.57	\$70,869.57
5			\$61,086.96	\$66,086.96	\$71,086.96
6			\$61,304.35	\$66,304.35	\$71,304.35
7			\$61,521.74	\$66,521.74	\$71,521.74
8			\$61,739.13	\$66,739.13	\$71,739.13
9			\$61,956.52	\$66,956.52	\$71,956.52
10			\$62,173.91	\$67,173.91	\$72,173.91
11			\$62,391.30	\$67,391.30	\$72,391.30
12			\$62,608.70	\$67,608.70	\$72,608.70
13			\$62,826.09	\$67,826.09	\$72,826.09
14			\$63,043.48	\$68,043.48	\$73,043.48
15			\$63,260.87	\$68,260.87	\$73,260.87
16			\$63,478.26	\$68,478.26	\$73,478.26
17			\$63,695.65	\$68,695.65	\$73,695.65
18			\$63,913.04	\$68,913.04	\$73,913.04
19			\$64,130.43	\$69,130.43	\$74,130.43
20			\$64,347.83	\$69,347.83	\$74,347.83
21			\$64,565.22	\$69,565.22	\$74,565.22
22			\$64,782.61	\$69,782.61	\$74,782.61
23			\$65,000.00	\$70,000.00	\$75,000.00

# Principal

# Principal

Years	Bachelors Degree +0	Bachelors Degree +15	Masters Degree +0	Masters Degree +15	Masters Degree +45
0			\$70,000.00	\$75,000.00	\$80,000.00
1			\$70,434.78	\$75,434.78	\$80,434.78
2			\$70,869.57	\$75,869.57	\$80,869.57
3			\$71,304.35	\$76,304.35	\$81,304.35
4			\$71,739.13	\$76,739.13	\$81,739.13
5			\$72,173.91	\$77,173.91	\$82,173.91
6			\$72,608.70	\$77,608.70	\$82,608.70
7			\$73,043.48	\$78,043.48	\$83,043.48
8			\$73,478.26	\$78,478.26	\$83,478.26
9			\$73,913.04	\$78,913.04	\$83,913.04
10			\$74,347.83	\$79,347.83	\$84,347.83
11			\$74,782.61	\$79,782.61	\$84,782.61
12			\$75,217.39	\$80,217.39	\$85,217.39
13			\$75,652.17	\$80,652.17	\$85,652.17
14			\$76,086.96	\$81,086.96	\$86,086.96
15			\$76,521.74	\$81,521.74	\$86,521.74
16			\$76,956.52	\$81,956.52	\$86,956.52
17			\$77,391.30	\$82,391.30	\$87,391.30
18			\$77,826.09	\$82,826.09	\$87,826.09
19			\$78,260.87	\$83,260.87	\$88,260.87
20			\$78,695.65	\$83,695.65	\$88,695.65
21			\$79,130.43	\$84,130.43	\$89,130.43
22			\$79,565.22	\$84,565.22	\$89,565.22
23			\$80,000.00	\$85,000.00	\$90,000.00

# Appendix-Optional Part C School Information Question D.(1)

# **CLASS SCHEDULE**

PERIOD	TIME
Assembly	8:00-8:30
1	8:35—10:05
2	10:10-11:40
Lunch	11:40—12:10
3	12:15-1:45
4	1:50-3:20
Refection	3:20-3:50

	Self-Reflection On Project Work					
Think about wh	Think about what you did in this project, and how well the project went.					
\	Write your comments in the right column.					
Student Name:						
Project Name:						
Driving Question:						
List the major steps of the						
project:						
About Your Self:						
What is the most						
important thing you						
learned in this project:						
What do you wish you						
had spent more time on						
or done differently:						
What part of the project						
did you do your best work						
on:						
About the project:						
What was the most						
enjoyable part of this						
project:						
What was the least en						
enjoyable part of this						
project:						
How could the project be						
changed to make the						
project better next time:						

~ July 2015 ~						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	FIRST DAY OF SCHOOL SCHOOL FOR TEACHERS	7 TEACHERS	8 TEACHERS	9 TEACHERS	10 TEACHERS	11
12	13 TEACHERS	14 TEACHERS	15 TEACHERS	16 TEACHERS	17 TEACHERS	18
19	FIRST DAY OF SCHOOL SCHOOL FOR STUDENTS	SCHOOL	SCHOOL	SCHOOL	SCHOOL	25
26	SCHOOL	SCHOOL	SCHOOL	30 SCHOOL	31 SCHOOL	Notes:

# Appendix-Optional Part C Academic Question G.(1)

# Table H.(1)a – Special Education Staff FTE

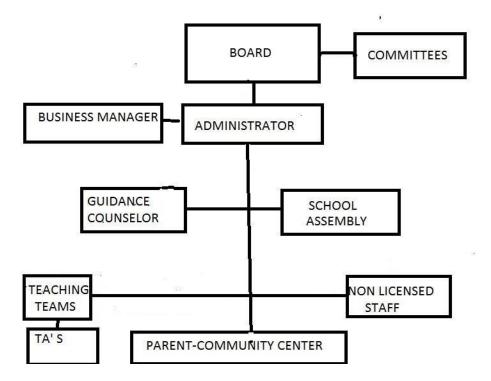
# **SPECIAL EDUCATION LEVEL**

# FTE CALCULATIONS

A level (minimum): student receives special services for 10% of the school day or less	1/35 or 0.029 FTE
B level (moderate): student receives special services 11-49% of the school day	1/24 or 0.042 FTE
C level (extensive): student receives special services 50% or more of the school day	1/15 or 0.667 FTE
D level (maximum): student receives special services 100% of the school day	1/8 or 0.125 FTE

# Appendix-Optional Part C Organizational Question D.(1)

# COLUMBUS COMMUNITY SCHOOL'S ORGANIZATION CHART



# Appendix-Optional Part C Organizational Question D.(3)

# Staffing

	YEAR 2016	YEAR 2017	YEAR 2018	YEAR 2019	YEAR 2020
Head Administrator	1.00	1.00	1.00	1.00	1.00
Teachers	4.00	7.00	8.00	10.00	12.00
Special Education Teachers	.50	.75	1.00	1.00	1.00
Instructional Assistants	.50	1.00	2.00	2.00	2.00
Instructional Assistants Special Education	.50	1.00	2.00	2.00	2.00
Guidance Counselor	.50	1.00	1.00	1.00	1.00
Secretary, Clerical, Technical Assistants	1.00	1.00	1.00	1.00	1.00
Business Manager (contracted)					
Custodial (contracted)					
Totals	8.00	12.75	16.00	18.00	20.00

# Appendix-Optional See Table of Contents for question correlation

# **TABLE OF CONTENTS**

# **ATTACHMENTS**

ATTACHMENTS E.(1)a – Collaboration Rubric

ATTACHMENT E.(1)b - Class Schedule

ATTACHMENT E.(1)c – Self Reflection on Project Work

Table H.(1)a – Special Education Staff FTE

ATTACHMENT G -ACADEMIC YEAR CALANDAR

ATTACHMENT I – MOU WITH VILLAGE OF COLUMBUS

**ORGANIZATION CHART** 

**STAFFING** 

ATTACHMENT E. 3 – Comparison of Deming Public Schools and CCS

RAMMED EARTH STRUCTURES

# **ATTACHMENTS**

# ATTACHMENTS E.(1)a

#### **COLLABORATION RUBRIC**

CATEGORY	Exemplary	Proficient	Partially Proficient	Unsatisfactory	POIN T S
Focus on the	3 points	2 points	1 point	0 points	/3
Task and Participatio	Consistently stays focused on the task and what needs to be done. Very self-directed.	Focuses on the task and what needs to be done most of the time. Other group members can count on	Focuses on the task and what needs to be done some of the time. Other group members must	Rarely focuses on the task and what needs to be done. Lets others do the work	

	A true team member who contributes a lot of effort, and encourages and supports the	A strong group member who tries hard!	sometimes remind this person to keep on task.  Sometimes a satisfactory group member who does what	Sometimes chooses not to participate and does not complete assign ed tasks.	
	efforts of others in the group.		is <u>required</u>		
Dependabilit	3 points	2 points	1 point	0 points	/3
y and Shared Responsibility	Consistently punctual for group meetings, turns in all work on time.	Usually punctual for group meetings, turns in most work on time.	Sometimes late for group meetings, frequently turns in work after the deadline.	Late for all or most group meetings, misses all deadlines for turning in work.	
	Follows through on assigned tasks and does not depend on others to do the work, responsibility for tasks is shared evenly.	Follows through on most assigned tasks.	Does not follow through on most assigned tasks and sometimes depends on others to do the work.	Seldom or never follows through on assigned tasks. Depends on others to do all of the work.	

Listening,	3 points	2 points	1 point	0 points	/3
Questioning an	Respectfully	Respectfully	Has some	Has great difficulty	
d Discussing	listens, interacts,	listens,	difficulty	listening, argues	
	discusses and	interacts,	respectfully	with teammates,	
	poses questions to	discusses	listening and	and is unwilling to	

	all members of the team during discussions and helps direct the group in reaching consensus.	and poses questions to others during discussions.	discussing, and tends to dominate discussions.	consider other opinions. Impedes group from reaching consensus.	
Research	3 points	2 points	1 point	0 points	/3
and Informatio n-Sharing	Routinely gathers research and shares useful ideas when participating in the group discussion. Defend s/ rethinks ideas relating to the group's project goals.	Usually provides useful research and ideas when participating in the group discussion.	Sometimes provides useful research and ideas when participating in the group discussion.	Rarely provides useful research or ideas when participating in the group discussion.	
Problem	3 points	2 points	1 point	0 points	/3
- Solving	Actively looks for and suggests solutions to problems.	Refines solutions suggested by others.	Does not suggest or refine solutions, but is willing to try out solutions suggested by others	Does not try to solve problems or help others solve problems.	
Group/Partne	3 points	2 points	1 point	0 points	/3
r Teamwork	Concictantly makes	Henally	Occasionally	Raroly makes	

common goal.  s to     accomplish a common goal, and goal, and goal.  sometimes helps keep the group working well	accomplish a common getting along common goal, and sometimes helps keep the group	
---	---	--

			together.	
attitude	nas a positive about the task(s) work of others.	Usually has a positive attitude about the task(s) and the work of others.	Occasionally is publicly critical of the task(s) or the work of other members of the group.	Is often negative and publicly critical of the task(s) or the work of other members of the group.
	members ted equally to the project.	Assisted group/partn er in the finished project.	Finished individual task but did not assist group/partn er during the project.	Contributed little to the group effort during the project.
assigned contribu opinions with the	ed all duties of I team role and Ited knowledge, I, and skills to share team. Always did Igned work.	Performed nearly all duties of assigned team role and contributed knowledge, opinions, and skills to share with the team. Completed most of the assigned work.	Performed a few duties of assigned team role and contributed a small amount of knowledge, opinions, and skills to share with the team. Completed some of the assigned work.	Did not perform any duties of assigned team role and did not contribute knowledge, opinions or skills to share with the team. Relied on others to do the work.

TOTAL POINTS	/1
TOTAL POINTS	/ +
	8
	ا ا

Down loaded from the University of Wisconsin website.

# ATTACHMENT E.(1)b

#### **CLASS SCHEDULE**

PERIOD	TIME
Assembly	8:00-8:30
1	8:35—10:05
2	10:10-11:40
Lunch	11:40—12:10
3	12:15-1:45
4	1:50-3:20
Refection	3:20-3:50

Self-Reflection On Project Work Think about what you did in this project, and how well the project went. Write your comments in the right column.					
Student Name:	·				
Project Name:					
Driving Question:					
List the major steps of the					
project:					
About Your Self:					
What is the most					
important thing you					
learned in this project:					
What do you wish you					
had spent more time on					
or done differently:					
What part of the project					
did you do your best work					
on:					
About the project:					
What was the most					
enjoyable part of this					
project:					
What was the least en					
enjoyable part of this					
project:					
How could the project be					
changed to make the					
project better next time:					

# Table H.(1)a – Special Education Staff FTE

#### **SPECIAL EDUCATION LEVEL**

#### **FTE CALCULATIONS**

A level (minimum): student receives special services for 10% of the school day or less	1/35 or 0.029 FTE
B level (moderate): student receives special services 11-49% of the school day	1/24 or 0.042 FTE
C level (extensive): student receives special services 50% or more of the schoolday	1/15 or 0.667 FTE
D level (maximum): student receives special services 100% of the school day	1/8 or 0.125 FTE

# Academic Calendar

			~ July 2015 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	FIRST DAY OF SCHOOL SCHOOL FOR TEACHERS	<b>7</b> TEACHERS	8 TEACHERS	9 TEACHERS	10 TEACHERS	11
12	13 TEACHERS	14 TEACHERS	15 TEACHERS	16 TEACHERS	17 TEACHERS	18
19	FIRST DAY OF SCHOOL SCHOOL FOR STUDENTS	21 SCHOOL	SCHOOL	SCHOOL	24 SCHOOL	25
26	27 SCHOOL	28 SCHOOL	SCHOOL	30 SCHOOL	31 SCHOOL	Notes:

		~	August 2015 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	
9	10	11	12	13	14	15
	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	
16	17	18	19	20	21	22
	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	
23	24	25	26	27	28	29
	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	
30	31	Notes:				
	SCHOOL					

		~ Se	eptember 2015 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 SCHOOL	2 SCHOOL	3 SCHOOL	4 SCHOOL	5
6	NO SCHOOL LABOR DAY HOLIDAY	8 NO SCHOOL LABOR DAY HOLIDAY	9 NO SCHOOL LABOR DAY HOLIDAY	NO SCHOOL PROFESSIONAL DEVELOPMENT	11 NO SCHOOL PROFESSIONAL DEVELOPMENT	12
13	14 SCHOOL	15 SCHOOL	16 SCHOOL	17 SCHOOL	18 SCHOOL	19
20	21 SCHOOL	SCHOOL	SCHOOL	24 SCHOOL	25 SCHOOL	26
27	28 SCHOOL	29 SCHOOL	30 SCHOOL	Notes:		

		~	October 2015 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 SCHOOL	2 SCHOOL	3
4	5 SCHOOL	6 SCHOOL	7 SCHOOL	8 SCHOOL	9 SCHOOL	10
11	NO SCHOOL FALL BREAK	NO SCHOOL FALL BREAK	NO SCHOOL FALL BREAK	15 NO SCHOOL FALL BREAK	16 NO SCHOOL FALL BREAK	17
18	19 SCHOOL	20 SCHOOL	SCHOOL	SCHOOL	SCHOOL	24
25	26 SCHOOL	27 SCHOOL	SCHOOL	SCHOOL	30 SCHOOL	31

		~ N	ovember 2015 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 SCHOOL	3 SCHOOL	4 SCHOOL	5 SCHOOL	6 SCHOOL	7
8	9 SCHOOL	10 SCHOOL	SCHOOL	SCHOOL	13 SCHOOL	14
15	16 SCHOOL	17 SCHOOL	18 SCHOOL	19 SCHOOL	20 SCHOOL	21
22	NO SCHOOL THANKSGIVING BREAK	NO SCHOOL THANKSGIVING BREAK	NO SCHOOL THANKSGIVING BREAK	26 NO SCHOOL THANKSGIVING BREAK	NO SCHOOL THANKSGIVING BREAK	28
29	NO SCHOOL PROFESSIONAL DEVELOPMENT	Notes:				

		~ D	ecember 2015 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 SCHOOL	2 SCHOOL	3 SCHOOL	4 SCHOOL	5
6	7	8	9	10	11	12
6	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	12
13	SCHOOL	15 SCHOOL	16 SCHOOL	17 SCHOOL	18 SCHOOL	19
20	NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK BREAK	NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK BREAK	NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK BREAK	24 NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK BREAK	NO SCHOOL CHRISTMAS & NEW YEARS'S BREAK BREAK	26
27	NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK	NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK BREAK	NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK BREAK	31 NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK BREAK	Notes:	

			~ January 2016 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 NO SCHOOL CHRISTMAS & NEW YEAR'S BREAK	2
3	4	5	6	7	8	9
	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	
10	11	12	13	14	15	16
	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	
17	NO SCHOOL MARTIN LUTHER KING HOLIDAY	19 SCHOOL	20 SCHOOL	21 SCHOOL	SCHOOL	23
24	25	26	27	28	29	30
	SCHOOL	SCHOOL	SCHOOL	SCHOOL	SCHOOL	
31	Notes:					

		~ F	ebruary 2016 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 SCHOOL	2 SCHOOL	3 SCHOOL	4 SCHOOL	5 SCHOOL	6
7	8 SCHOOL	9 SCHOOL	10 SCHOOL	11 SCHOOL	12 SCHOOL	13
14	NO SCHOOL PRESIDENT'S DAY	16 SCHOOL	17 SCHOOL	18 SCHOOL	19 SCHOOL	20
21	SCHOOL	SCHOOL	24 SCHOOL	25 SCHOOL	26 SCHOOL	27
28	SCHOOL	Notes:				

		•	' March 2016 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 SCHOOL	2 SCHOOL	3 SCHOOL	4 SCHOOL	5
6	7 SCHOOL	8 SCHOOL	9 SCHOOL	10 SCHOOL	11 SCHOOL	12
13	14 SCHOOL	15 SCHOOL	16 SCHOOL	17 SCHOOL	18 SCHOOL	19
20	NO SCHOOL SPRING BREAK	22 NO SCHOOL SPRING BREAK	NO SCHOOL SPRING BREAK	<b>24</b> NO SCHOOL SPRING BREAK	NO SCHOOL SPRING BREAK	26
27	NO SCHOOL SPRING BREAK	29 NO SCHOOL SPRING BREAK	NO SCHOOL SPRING BREAK	31 NO SCHOOL SPRING BREAK	Notes:	

			~ April 2016 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 NO SCHOOL SPRING BREAK	2
3	NO SCHOOL PROFESSIONAL DEVELOPMENT DEVELOPMENT	5 SCHOOL	6 SCHOOL	<b>7</b> SCHOOL	8 SCHOOL	9
10	11 SCHOOL	12 SCHOOL	SCHOOL	14 SCHOOL	15 SCHOOL	16
17	18 SCHOOL	19 SCHOOL	20 SCHOOL	21 SCHOOL	22 SCHOOL	23
24	25 SCHOOL	26 SCHOOL	SCHOOL	28 SCHOOL	29 SCHOOL	30

			~ May 2016 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 SCHOOL	3 SCHOOL	4 SCHOOL	5 SCHOOL	6 SCHOOL	7
8	9 SCHOOL	10 SCHOOL	11 SCHOOL	SCHOOL	LAST DAY OF SCHOOL	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	Notes:			

			~ June 2016 ~			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	Notes:	

#### MOU



#### Village of Columbus

PO Box 350, Columbus, NM 88029

575-531-2663; fax 575-531-2633

email: cityhallco@vtc.net

# MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF COLUMBUS, NEW MEXICO AND COLUMBUS COMMUNITY SCHOOL

THIS AGREEMENT is entered into by and between the Village of Columbus, New Mexico ("Village"), an incorporated Village in the State of New Mexico, and the Columbus Community School ("CCS"), applicant for a (charter) public middle-high school.

WHEREAS, the Village is the owner of the property known as the "Old Columbus Elementary School" (Old School);

WHEREAS, CCS is in the process of applying to the Public Education Commission (PEC) for a (charter) public middle-high school;

WHEREAS, CCS must show in its application the availability of adequate facilities for a public school in the community;

WHEREAS, the New Mexico Public Schools Facilities Authority has approved portions of the Old School as complying for a public middle-high school;

WHEREAS, once CCS's application is approved and a contract is signed with the State of New Mexico, there will be adequate legislative funds to pay rental costs for the facilities;

WHEREAS, the Old School was funded and built by taxpayer's money for education of area children;

NOW, THEREFORE, the Village and CCS hereby agree as follows:

#### The Village agrees:

- To lease to CCS those portions of the Old School to include the newer five (5) separate classrooms, the gymnasium for school time use, playground, available portables, and portions of the main building which could be used as office space,
- b. To accept as full payment for the lease that per student amount provided by

appropriations),

- To work collaboratively with CCS for the creation of additional space as the school grows,
- To work collaboratively with CCS for maintenance, custodial services and security.

#### CCS agrees:

- To coordinate, communicate, and maintain a cooperative working relationship with the Village Board of Trustees and administration,
- b. To promptly make lease payments to the Village as funds are released from the state,
- To work collaboratively with the Village for the creation of additional space as the school grows, and
- To work collaboratively with the Village for maintenance, custodial services and security.
- Amendment. This Agreement shall not be altered, modified, or amended except by instrument in writing executed by both parties.
- Termination. This Agreement shall terminate upon completion of a formal lease contract between the Village and CCS once CCS has been approved and placed under contract with the PEC.
- 5. <u>Status of Employees</u>. Any employee of one of the parties who provides services under this Agreement shall remain the employee of his/her employer, who shall remain responsible for that employee's salary, fringe benefits, worker's compensation benefits, and unemployment compensation. Any of the parties' employees who undertake any activities under this Agreement shall remain subject to the supervision of his or her employer.
- 6. Sovereign Immunity. By entering into this Agreement, the CCS's and Village's "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, do not waive sovereign immunity or any defenses or any limitations of liability available under law. No provision in this Agreement modifies or waives any of the provisions of the New Mexico Tort Claims Act, and any amendments thereto.
- 7. <u>Liability</u>. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Both the Village and CCS agree to assume all risk in the performance of their respective actions taken hereunder and their respective activities in connection herewith and, if found liable, shall be solely responsible and answerable in damages for any and all accidents, deaths, bodily or personal injuries to person, property or damages of any other nature.
- 8. No Third Party Beneficiary. It is specifically agreed between the parties executing this Agreement that it is not intended by the parties, or by any provision of or any part of the Agreement, to create in the public or any member thereof status as a third party beneficiary of the Agreement or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, injury to person, damage to property or any other cause of action whatsoever pursuant to the provisions of this Agreement.
- Severability. If any part or application of this Agreement is held to be invalid by a court of
  competent jurisdiction, the remainder, or its application to other situations or persons, shall not be
  affected.

performed by either party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party from declaring a default for any succeeding breach of the same condition or another condition.

- Governing Body Approval. This Agreement shall not be effective unless approved by the parties respective governing bodies.
- 12. <u>Non-appropriation</u>. This Agreement is contingent upon sufficient funds being appropriated for the work under this agreement by the parties' respective governing bodies.
- 13. <u>Law and Authority</u>. This agreement shall be governed by the laws of the State of New Mexico. Each person signing this Agreement represents that they have been authorized to enter into this Agreement on behalf of their respective governing body.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date of last signature below.

Village of Columbus, NM

Philip H. Skinner

Mayor

Date: 6-11-14

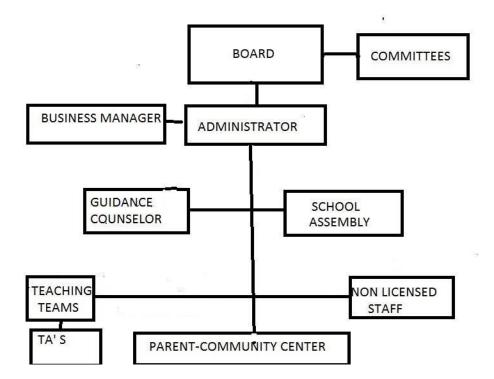
Columbus Community School

Jáck H. Long

Co-Founder

Data: 6- 23-14

#### COLUMBUS COMMUNITY SCHOOL'S ORGANIZATION CHART



# Staffing

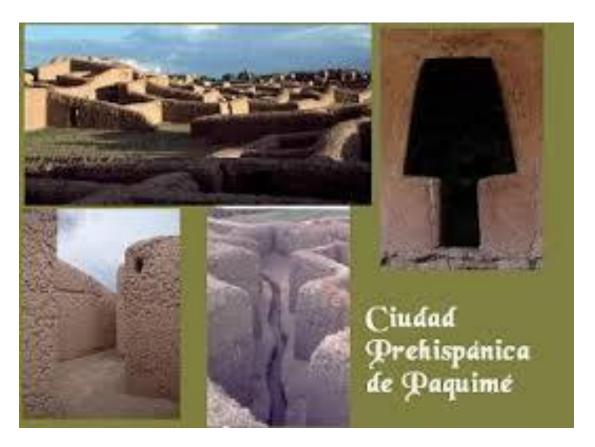
	YEAR 2016	YEAR 2017	YEAR 2018	YEAR 2019	YEAR 2020
Head Administrator	1.00	1.00	1.00	1.00	1.00
Teachers	4.00	7.00	8.00	10.00	12.00
Special Education Teachers	.50	.75	1.00	1.00	1.00
Instructional Assistants	.50	1.00	2.00	2.00	2.00
Instructional Assistants Special	.50	1.00	2.00	2.00	2.00
Education					
Guidance Counselor	.50	1.00	1.00	1.00	1.00
Secretary, Clerical, Technical Assistants	1.00	1.00	1.00	1.00	1.00
Business Manager (contracted)					
Custodial (contracted)					
Totals	8.00	12.75	16.00	18.00	20.00

Deming Public Schools and USA's	Columbus Community School: Project-based 21 <sup>st</sup> -century education
typical classroom: Teacher-centered,	
fragmented curriculum, students	
working in isolation to memorize facts	
Time-based	Outcome-based
Focus: memorization of discrete facts	Focus: what students know, can do, and are like after all the de are forgotten
Lessons focus on the lower level of Bloom's Taxonomy: knowledge, comprehension and application	Learning is designed for the upper levels of Bloom's Taxonomy: synthesis, analysis, and evaluation that include the lower levels, curriculum is top-down designed
Textbook-driven	Research-driven
Passive learning	Active Learning
Learners work in isolation: classroom within four walls	Learners work collaboratively with classmates and others aroun the world in the global classroom
Teacher-centered: teacher is center of attention and provider	Student-centered: teacher is facilitator/coach
Little to no student freedom	Great deal of student freedom
"Discipline problems": educators do not trust students and vice versa, no student motivation	No "discipline problems": students and teachers have mutually respectful relationship as co-learners, students are highly motivated
Fragmented curriculum	Integrated and interdisciplinary curriculum
Grades are averaged.	Grades are based on what was learned
Low expectations	High expectations: "If it isn't good it isn't done"; we expect, and ensure, that all students succeed in learning at high levels. Some may go higher; we get out of their way to let them do that.
Teacher is judge; no one else sees student work.	Self, peer, and other assessments; public audience, authentic assessments
Curriculum/School is irrelevant and meaningless to the students.	Curriculum is connected to students' interests, experiences, tal and their real lives.

Print is the primary vehicle of learning and assessment	Performances, projects, and multiple forms of media are used for learning and assessment
Diversity in students is ignored.	Curriculum and instruction address student diversity.
Literacy is the 3 R's: reading, writing, and math.	Multiple literacies of the 21 <sup>st</sup> century aligned to living and work in a globalized new millennium
Factory model: based upon the needs of employers for the Industrial Age of the 19 <sup>th</sup> century, scientific management	Global model: based upon the needs of a globalized, high-tech society
Driven by NCLB and standardized testing mania	Standardized testing has its place. Education is not driven by th NCLB and standardized testing mania.

Adapted from <a href="http://www.21stcenturyschools.com/what">http://www.21stcenturyschools.com/what</a> is 21st century education.htm

# **RAMMED STRUCTURES**



RAMMED EARTH PRE-COLUMBIAN RUINS, PAQUIME, CHIHUAHUA



RAMMED EARTH-ABODE HOME DESIGNED AND BUILT BY FOUNDER JACK LONG NEAR COLUMBUS, NM



RAMMED EARTH Oaxaca School of Plastic Arts by Mauricio Rocha