

ENDLESS SKY ACADEMY BYLAWS

INTRODUCTION

Endless Sky Academy (ESA) will provide every student with access to an inclusive, equitable, comprehensive, and exceptional college preparatory education. Every child who walks through our doors has the potential to succeed in both college and life, and we will foster their development and love of learning through rigorous academic content, personalized instruction, and multidisciplinary project-based learning. Our intentionally diverse student body will leave our school ready to be agents of their own education. Students will be prepared to seek opportunities, persevere through challenges, and succeed at high academic levels in middle school, high school, and postsecondary pursuits.

Endless Sky will ensure that students meet their academic and leadership potential through rigorous and focused instruction, providing the confidence to be successful in a higher educational setting and as a productive member of society.

Endless Sky will provide every student with access to rigorous and in-depth learning of the Common Core State Standards. Every child's learning will be based on its individual evaluation of academic needs through a comprehensive response to intervention and enrichment program. Family involvement will be encouraged through consistent and purposeful communication. It is Endless Sky's intention to highlight students' unique talents to be a leader within the school community. These qualities will prepare students to succeed academically at every grade level, in higher education, and as a productive member of the workforce in the 21st Century.

VARIABLE REFERENCES

- 1.1 The fiscal year of Endless Sky Academy shall begin on the first day of July and end on the last day of June each year.
- 1.2 Date of annual Board of Trustees' meeting (See Section 2:8) will be held during the last quarter of the fiscal year.
- 0.3 Required notice of Board of Trustees' meetings (See Section 2. 8):
 - (a) Not less than seventy-two (72) hours if by mail, and
 - (b) Not less than twenty-four (24) hours if by personal delivery, word of mouth, telephone, facsimile, e-mail, or other form of wired or wireless transmission.
- 0.4 Authorized number of Trustees (See Section 2.3): five (5) to thirteen (13) Trustees.

ARTICLE 1	NAME, ORGANIZATION, AND PURPOSE	1
SECTION 1.1	NAME	1
SECTION 1.2	ORGANIZATION AND PURPOSE	1
SECTION 1.3	PRINCIPAL OFFICE	1
SECTION 1.4	NON-DISCRIMINATION	1
ARTICLE 2	THE BOARD OF TRUSTEES	1
SECTION 2.1	THE BOARD OF TRUSTEES	1
SECTION 2.2	THE ROLE AND PURPOSE OF THE BOARD OF TRUSTEES	1
SECTION 2.3	DESIGNATED BOARD OF TRUSTEES AND TERMS	1
SECTION 2.4	RESIGNATION	2
SECTION 2.5	REMOVAL	2
SECTION 2.6	VACANCIES AND ADDITIONAL ELECTIONS	2
SECTION 2.7	MEMBERS OF THE BOARD OF TRUSTEES	2
SECTION 2.8	ANNUAL AND REGULAR MEETINGS	2
SECTION 2.9	SPECIAL MEETINGS	3
SECTION 2.10	NOTICE AND WAIVERS	2
SECTION 2.11	QUORUM	3
SECTION 2.12	MANNER OF ACTING	3
SECTION 2.13	CONDUCT OF MEETINGS	3
SECTION 2.14	PRESUMPTION OF ASSENT	4
SECTION 2.15	ADDRESSING THE BOARD	4
SECTION 2.16	ACTION WITHOUT MEETING	4
SECTION 2.17	CONFLICT OF INTEREST	4
ARTICLE 3	COMMITTEES	5
SECTION 3.1	GOVERNANCE COMMITTEE	5
SECTION 3.2	FINANCE/AUDIT AND RISK MANAGEMENT COMMITTEE	5

SECTION 3.3	LEADERSHIP COMMITTEE	5
SECTION 3.4	COMMUNITY INVOLVEMENT COMMITTEE	5
ARTICLE 4	OFFICERS	5
SECTION 4.1	NUMBER	5
SECTION 4.2	APPOINTMENT AND TERM OF OFFICE	6
SECTION 4.3	REMOVAL	6
SECTION 4.4	VACANCIES	6
SECTION 4.5	CHAIR OF THE BOARD	7
SECTION 4.6	VICE CHAIR OF THE BOARD	7
SECTION 4.7	SECRETARY	7
SECTION 4.8	TREASURER	7
ARTICLE 5	STAFF	7
SECTION 5.1	DIRECTOR(S) OF SCHOOL	7
ARTICLE 6	ADMINISTRATION	8
SECTION 6.1	CONTRACTS	8
SECTION 6.2	LOANS	8
SECTION 6.3	CHECKS, DRAFTS, ETC.	8
SECTION 6.4	DEPOSITS	8
SECTION 6.5	AGENTS	8
ARTICLE 7	LIABILITY AND INDEMNITY OF OFFICERS AND TRUSTEES	8
SECTION 7.1	LIABILITY OF TRUSTEES AND OFFICERS	8
SECTION 7.2	INDEMNITY OF TRUSTEES AND OFFICERS	8
SECTION 7.3	MAINTENANCE OF INSURANCE	8

ARTICLE 8	GENERAL	9
SECTION 8.1	FISCAL YEAR	9
SECTION 8.2	WRITING	9
SECTION 8.3	SIGN	9
ARTICLE 9	RULES OF ORDER	9
SECTION 9.1	RULES OF ORDER	9
ARTICLE 10	AMENDMENTS	10
SECTION 10.1	AMENDMENTS BY THE BOARD OF TRUSTEES	10
ARTICLE 1	NAME, ORGANIZATION, AND PURPOSE	
Section 1.1	<p><u>NAME</u></p> <p>The name of this organization will be known as Endless Sky Academy. It will be referred to in this document as “Endless Sky Academy” or “ESA.”</p>	
Section 1.2	<p><u>ORGANIZATION AND PURPOSE</u></p> <p>Endless Sky Academy will be a charter school in the State of New Mexico that will operate exclusively for educational and related purposes.</p>	
Section 1.3	<p><u>PRINCIPAL OFFICE</u></p> <p>The Principal Office of ESA be located in Bernalillo, New Mexico (Sandoval County).</p>	
Section 1.4	<p><u>NON-DISCRIMINATION</u></p> <p>ESA does not discriminate on the basis of any characteristic protected under State or Federal law including, but not limited to, race, color, age, sex, creed or religion, handicap or disability, marital status, citizenship status, veteran status, membership in the national guard, State defense or reserves, sexual orientation, national origin, ancestry, arrest record, conviction record, use or non-use of lawful products off the School’s premises during non-working hours, or any other characteristic protected by law in its employment practices.</p>	
ARTICLE 2	THE BOARD OF TRUSTEES	
Section 2.1	<u>THE BOARD OF TRUSTEES</u>	

The Board of Trustees of ESA retains and reserves all powers and duties conferred upon and vested in it by the New Mexico State Statutes (Section 22-5-4). The primary powers and duties of the Board of Trustees are to set school policy, review and approve the budget for ESA and evaluate the Director(s) of ESA.

Section 2.2 **THE ROLE AND PURPOSE OF THE BOARD OF TRUSTEES**

The role and purpose of the Board of Trustees of ESA is to be responsible for the fair and uniform application of all federal, state and local laws, as well as the rules, regulations, and policies of ESA in the operation of the school and in conformance of its charter.

Additionally, the Board of Trustees is responsible for overseeing all the fiscal operations of the school, exercise leadership through the formulation and adoption of school policy; and is responsible for hiring establishing the duties of, evaluating and determining the salary of ESA's Director(s). The Board of Trustees also approves the budget that is submitted by the School's Director(s), salaries, position descriptions, school policies and governing procedures of ESA.

Section 2.3 **DESIGNATED BOARD OF TRUSTEES AND TERMS**

The number of the Board of Trustees of Endless Sky Academy shall be no less than five (5) and no more than thirteen (13), unless changed by amendments to these bylaws. An odd number of Trustees will be maintained for voting purposes. All Trustees will serve a term of three (3) years from the date of their appointments, or until their successors are seated. A full three-year term shall be considered to have been served upon the passage of three annual meetings. After election, the term of a Trustee may not be reduced, except for cause as specified in these bylaws. No Trustee shall serve more than two (2) consecutive terms. Trustees shall serve staggered terms to balance continuity with new perspective. Board members shall be sought to reflect the qualities, qualifications and diversity determined by the Board delineated in the Job Description of the Board of Trustees. The Endless Sky Academy nominating committee, known as the Governance Committee, shall present a list of potential Trustees and Officers for election by the Board. This slate shall be presented at the annual meeting of the Board.

Section 2.4 **RESIGNATION**

A Trustee may resign at any time by filing a written resignation with the Chair of the Board.

Section 2.5 **REMOVAL**

The Board may remove any Officer or Trustee by a majority vote of the entire Board of Trustees at any regular or special meeting of the Board, provided that written notice of the reason or reasons for proposed removal shall have been delivered by e-mail with Delivery receipt confirming the message was delivered to the recipient's e-mail server or Read receipt confirming the recipient viewed the message check box, or by Registered Mail to the Officer or the Trustee proposed for removal at least thirty (30) days before any final action is taken by the Board. A notice of the time shall accompany this statement when, and the place where, the Board is to take action on the removal. The Officer or Trustee shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

Section 2.6

VACANCIES AND ADDITIONAL ELECTIONS

The Board is not required to fill a vacancy created by the removal or resignation of a Trustee, unless such a vacancy will cause the number of Trustees to be less than the minimum specified in these bylaws. The Board will have 45 days to fill a vacancy. An election to fill a vacancy or to increase the number of Trustees may be held from time to time at regular or special meetings at the discretion of the Board. Written notice of the proposed election and slate of candidates must be given to all Board Trustees in advance of any meeting at which the election is to be held. The minimum vote required to elect a new Trustee or fill a vacancy shall be the affirmative vote of a majority of the Trustees present at a meeting at which a quorum is present.

Section 2.7

MEMBERS OF THE BOARD OF TRUSTEES

- (a) Will receive no payment of honoraria, except possible reimbursement for expenses incurred in performance of voluntary Endless Sky Academy activities in accordance with Endless Sky Academy policies.
- (b) Shall serve the Endless Sky Academy with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with the Endless Sky Academy.
- (c) All participants in Board work are bound by the Code of Conduct, Conflict of Interest, and Confidentiality policy statements.
- (d) Shall have no direct or indirect financial interest in the assets or leases of the Endless Sky Academy; any Trustee who individually or as part of a business or professional firm is involved in the business transactions or current professional services of the Endless Sky Academy shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

Section 2.8

ANNUAL AND REGULAR MEETINGS

The annual meeting of the Board of Trustees shall be held during the last quarter of the fiscal year on a date selected by the Board for the purpose of appointing officers, electing Trustees and for the transaction of such other business as may come before the meeting. The place of such annual meeting shall be designated by the Board of Trustees. There shall be at least ten (10) other regular meetings of the Board held each year. Notice shall be given to each Trustee fourteen (14) days prior to the date of every regular meeting of the Board. All meetings of the Board of Trustees shall comply with all aspects of New Mexico open meeting laws detailed in the Open Meetings Act, NMSA 1978, Chapter 10, Article 15.

Section 2.9

SPECIAL MEETINGS

Special meetings of the Board of Trustees may be called by or at the request of the Chair of the Board or any two (2) Trustees. The Chair of the Board of Trustees calling any special meeting of the Board of Trustees may fix any place, either within or without the State of New Mexico, as the place for holding any special meeting of the Board of Trustees called by them, and if no other place is fixed, the place of meeting shall be the principal office of the State of New Mexico.

Section 2.10 **NOTICE AND WAIVERS**

Notice of each meeting of the Board of Trustees (unless otherwise provided in or pursuant

to Section 2.5) shall be given to each Trustee (i) by written notice delivered personally, electronically mailed, given by facsimile, or other form of wired or wireless transmission to such Trustee at his/her business address, e-mail address, facsimile number, or at such other address as such Trustee shall have designated in writing and filed with the Secretary, or (ii) by word of mouth or telephone personally to such Trustee, in each case not less than

that number of days prior thereto as set forth in Section 0.03. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile, e-mail, or other form of wired or wireless transmission, it shall be deemed delivered when transmitted. Whenever any notice is required to be given to any Trustee of the Endless Sky Academy, under the bylaws or any provision of law, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Trustee entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting and objects threat to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular, or special meeting of the Board of Trustees needs to be specified in the notice or waiver of notice of such meeting.

Section 2.11 **QUORUM**

Except as otherwise provided by law or by these bylaws, a majority of the number of Trustees set forth in Section 0.04 shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees, but a majority of the Trustees present (though less than such quorum) may adjourn the meeting from time to time without further notice.

Section 2.12 **MANNER OF ACTING**

The act of a majority of the Trustees present at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by law or by these bylaws. Unless these bylaws provide otherwise, any or all Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear or read each other's communications during the meeting. A Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

Section 2.13 **CONDUCT OF MEETINGS**

The Chair of the Board, or in his/her absence the Vice Chair of the Board, in the order provided under 4.5) and in their absence, any Trustee chosen by the Trustees present, shall call meetings of the Board of Trustees to order and shall act as Chair of the meeting. The Secretary of the Board of Trustees shall act as secretary of all meetings of the Board of Trustees, but in the absence of the Secretary, the presiding officer may appoint any Assistant Secretary or any Trustee or other person present to act as secretary of the meeting. Trustees may participate in a meeting from a remote location by using any

means of communication by which (a) all participating Trustees may simultaneously hear or read each other's communications during the meeting, or (b) all communication during the meeting is immediately transmitted to each participating Trustee and each participating Trustee is able to immediately send messages to all other participating Trustees.

Section 2.14 **PRESUMPTION OF ASSENT**

A Trustee who is present at a meeting of the Board of Trustees or a committee thereof of which he/she is a member at which action on any business matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she files his/her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or electronic mail to the Secretary of the Board of Trustees immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

Section 2.15 **ADDRESSING THE BOARD**

Any person may formally address the Board during the "public comment" portion of a regularly scheduled Board of Trustees meeting, provided that "public comments" are included in the Board agenda. "Public Comment" is limited to three minutes per person. The length of the "public comment" section of the meeting will not exceed thirty (30) minutes. Those wishing to address the Board must sign up to do so prior to the start of the meeting. The Board President reserves the right to amend the public comment session. Public comments are limited to issues that are directly impacting Endless Sky Academy and the welfare of the students. The Board of Trustees reserves the right to limit any comments from the public that are inappropriate or deal with issues around personnel and specific students.

Section 2.16 **ACTION WITHOUT MEETING**

Any action required or permitted by the bylaws or any provision of law to be taken by the Board of Trustees or any committee thereof at a meeting or by resolution may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees or members of such committee entitled to vote with respect to such action. The resolution shall be transmitted to all Trustees by mail, electronic mail or facsimile, and Trustees shall be allowed to submit a signed resolution in person or through mail, electronic mail, or facsimile. If the resolution is adopted, all Trustees (including those who did not vote or voted against the resolution) shall be notified of the approval. Such notification may also be by mail, electronic mail, or facsimile. Any action taken by written consent without a meeting shall be referenced in the minutes of the next Board meeting and a copy of the consent resolution shall be kept in the annual records.

Section 2.17 **CONFLICT OF INTEREST**

Endless Sky Academy desires to limit third party agreements to those that are negotiated with terms fair and reasonable to the School. A potential conflict of interest exists if a contract or a transaction is proposed between the School and any of the following: a Trustee, a member of the Trustee's immediate family or an entity in which a Trustee or member of its immediate family holds an ownership interest or governance position. If a contract or transaction is proposed

in which a Trustee (or family member or related entity as described above) has a personal or material financial interest, the Trustee shall promptly disclose the material facts of such matter and potential conflict in writing to the Secretary for distribution to all Trustees. When any conflict of interest becomes relevant to any subject requiring action by the Board or any of its duly constituted committees, the

Trustee having the conflict shall not vote on the subject. A Trustee who is excluded

from voting shall briefly state the nature of the conflict and answer any relevant questions of all other Trustees, but shall not otherwise attempt to influence the vote. The Trustee shall be required to leave the room during the vote so as not to inadvertently influence the vote. Minutes of the meeting shall reflect that disclosure of a conflict of interest that has been made and that such Trustee abstained from voting and left the meeting during said vote.

ARTICLE 3 COMMITTEES

Section 3.1 THE GOVERNANCE COMMITTEE

There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of 2-4 persons recommended by the Chair and elected by the Board of Trustees at its annual meeting. Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The committee shall elect its own chair. The duties of the Governance Committee shall consist of: (a) to study the qualifications of candidates and present a list of the best qualified as nominees for the vacant Trustee positions on the Board; (b) to present a list of nominees for Officers to the Board for election at the annual meeting; (c) to recommend candidates to the Board to fill vacancies that arise outside the regular nominating process; (d) to provide ongoing orientation to Trustees; (e) to oversee a Trustee assessment process to ensure optimum performance; and to recommend the appointment of a past Chair to the Board, if necessary, in the interests of continuity.

Section 3.2 FINANCE/AUDIT and RISK MANAGEMENT COMMITTEE

There shall be at least two members of the Board of Trustees appointed to assist in the Board in carrying out its budget and finance duties, known as the Finance Committee. The duties of the Finance Committee shall consist of making recommendations to the Board of Trustees in the following areas: (a) financial planning, including reviews of Endless Sky Academy's revenue and expenditure projections; (b) review of financial statements and periodic monitoring of revenues and expenses; (c) annual budget preparation and oversight; and (d) procurement; and serve as an external monitoring committee on budget and all other financial matters. (New Mexico Statutes 22-8-12.3)

The Board of Trustees will appoint an audit committee. This committee will consist of two Board of Trustees member who has experience in accounting or financial matters, one volunteer member who has experience in accounting or financial matters, and one volunteer member who is a parent of a student attending Endless Sky Academy. Director(s) of Endless Sky Academy and the Endless Sky Academy's business manager will also serve as ex-officio members of this committee. The audit committee shall (a) evaluate the request for proposal for annual

financial services; (b) recommend the selection of a financial auditor; (c) attend the entrance and exit conferences for annual and special audits; (d) meet with external financial auditors as requested to facilitate communication with the Board and the Director(s) of Endless Sky Academy; (e) be accessible to the external financial auditors at least monthly after audit field work begins until the conclusion of the audit; (f) track and report progress on the status of the most recent audit findings and advise the Endless Sky Academy Board of Trustees on policy changes needed to address audit findings; (g) provide other advice and assistance as requested by the Board of Trustees; and (h) be subject to the same requirements regarding the confidentiality of audit information as those imposed by the Audit Act (12-6-1 through 12-6-14 NMSA 1978) and rules of the state auditor.

Section 3.3 **LEADERSHIP AND COMMUNITY INVOLVEMENT COMMITTEES**

The Chair shall recommend committees or task forces of the Board, except the Governance Committee. Committees will be approved by majority vote of the Board and may be composed of Trustees or community members, or both except for the Governance Committee, which will only have membership from the Board. The Board may prescribe the need and/or the composition of such committees.

ARTICLE 4 OFFICERS

Section 4.1 **NUMBER**

The principal officers of the Board of Trustees shall be a Chair of the Board, a Vice Chair, a Secretary, and a Treasurer; each of whom shall be appointed by the Board of Trustees.
The
duties of the officers shall be those enumerated herein and any further duties designated by the Board of Trustees.

Section 4.2 **APPOINTMENT AND TERM OF OFFICE**

The Governance Committee shall present a list of Officers to the Board of Trustees. The nominated Officers shall be drawn from among the members of the Board of Trustees. The officers of the Board of Trustees shall be elected annually by the Board of Trustees at the annual meeting of the Board of Trustees. If the appointment of officers shall not be held
at
such meeting, such appointment shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his/her successor shall have been duly appointed or until his/her prior death, resignation, or removal.

Section 4.3 **REMOVAL**

Any officer or agent may be removed by a majority vote of the Board of Trustees
whenever
in its judgment the best interests of Endless Sky Academy will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an officer shall not of itself create contract rights.

Section 4.4 **VACANCIES**

A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Trustees for the unexpired portion of the term.

Section 4.5 **CHAIR OF THE BOARD**

The Chair of the Board shall preside at all meetings of the Board of Trustees and shall have such further and other authority, responsibility and duties as may be granted to or imposed upon him/her by the Board of Trustees.

Section 4.6 **VICE CHAIR OF THE BOARD**

In the absence of the Chair of the Board or in the event of his/her death, inability, or refusal to act, or in the event for any reason it shall be impracticable for the Chair to act personally, the Vice Chair, shall perform the duties of the Chair and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair. Any Vice Chair shall perform such duties as from time to time may be assigned to him/her by the Board of Trustees.

Section 4.7 **SECRETARY**

The Secretary shall: (a) keep the minutes of the meetings of the Board of Trustees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of all records; and (d) in general perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him/her by the Chair or by the Board of Trustees

Section 4.8 **TREASURER**

The Treasurer shall: (a) have charge and custody and be responsible for all funds and securities of Endless Sky Academy; (b) receive and give receipts for moneys due and payable to the school from any source whatsoever, and deposit all such moneys in the name of the school in such banks, trust companies or other selected depositories; (c) in general perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him/her by the Chair or by the Board of Trustees. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Trustees shall determine.

ARTICLE 5 STAFF

Section 5.1 **SCHOOL DIRECTOR(S)**

The Board of Trustees shall have the discretion to appoint Endless Sky Academy's Director(s), who shall be responsible for carrying out the work of ESA in accordance with the policies established by the Board of Trustees.

ARTICLE 6 ADMINISTRATION

Section 6.1 **CONTRACTS**

The Board of Trustees may authorize any officer or officers, agent, or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the school and such authorization may be general or confined to specific instances. In the absence of other designation, all deeds, mortgages and instruments of assignment or pledge made by the school shall be executed in the name of the school by the Chair or one

of the Vice Chairs; the Secretary or an Assistant Secretary, when necessary or required, shall affix the school seal, if any, thereto; and when so executed no other party to such instrument or any third party shall be required to make any inquiry into the authority of the signing officer or officers.

Section 6.2 **LOANS**

No indebtedness for borrowed money shall be contracted on behalf of the school and no evidences of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Trustees. Such authorization may be general or confined to specific instances.

Section 6.3 **CHECKS, DRAFTS, ETC.**

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Endless Sky Academy, shall be signed by such officer or officers, agent, or agents of the Endless Sky Academy Board of Trustees and in such manner, including by means of facsimile signatures, as shall from time to time be determined by or under the authority of a resolution of the Board of Trustees.

Section 6.4 **DEPOSITS**

All funds of the school not otherwise employed shall be deposited from time to time to the credit of the school in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board of Trustees.

Section 6.5 **AGENTS**

The Board of Trustees is authorized and empowered to retain such agents, attorneys, accountants, counsel, or other qualified firms or persons as the Board of Trustees shall document and determine by resolution.

ARTICLE 7 LIABILITY AND INDEMNITY OF OFFICERS AND TRUSTEES

Section 7.1 **LIABILITY OF TRUSTEES AND OFFICERS**

Except as otherwise provided by law, no Trustee or officer shall be liable to the school, or any person asserting rights on behalf of the school, its creditors, or any other person, for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a

Trustee

or officer, unless the person asserting liability proves that the breach or failure to perform constitutes (a) a willful failure to deal fairly with the Endless Sky Academy Board of

Trustees

in connection with a matter in which the Trustee or officer has a material conflict of interest, (b) a violation of criminal law, unless the Trustee or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful, (c) a transaction from which the Trustee or officer derived an improper personal profit or benefit, or (d) willful misconduct.

Section 7.2 **INDEMNITY OF TRUSTEES AND OFFICERS**

The school shall indemnify a Trustee or officer, to the extent he or she has been successful

on the merits or otherwise in the defense of any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Endless Sky Academy Board of Trustees or by any other person, for all reasonable expenses, including fees, costs, charges, disbursements and attorney fees, incurred in the proceeding, provided the Trustee or officer was a party because he or she is a Trustee or officer of the Board, and in all other cases, the Board shall

indemnify a Trustee or officer against liability, including judgments, settlements, penalties, assessment, forfeitures, fines, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses, incurred by the Trustee or officer in the proceeding, provided the Trustee or officer was a party because he or she is Trustee or officer of the school, unless the liability was incurred because the Trustee or officer breached or failed to perform a duty he or she owes to the Board and the breach or failure to perform constitutes (a) a willful failure to deal fairly with the Board of Trustees in connection with the matter in which the Trustee or officer has a material conflict of interest, (b) a violation of criminal law, unless the Trustee or officer had reasonable cause to believe that his or her conduct was lawful or no reasonable cause to believe that his or her conduct was unlawful, (c) a transaction from which the Trustee or officer derived an improper personal profit or benefit, or (d) willful misconduct.

The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, shall not, by itself, create a presumption that indemnification of the Trustee or officer is not required under this by-law. No indemnification is required under this by-law to the extent the officer or Trustee has previously received indemnification, reimbursement, or allowance of expenses from any person, including Endless Sky Academy, in connection with the same proceeding.

The school, by its Board of Trustees, may indemnify in a like manner, or with any limitations, any employee or agent of the Endless Sky Academy who is not a Trustee or officer with respect to any action taken or not taken in his or her capacity as such employee or agent. The foregoing rights of indemnification shall be in addition to all rights to which Trustees, officers, employees, or agents may be entitled as a matter of law, by resolution of the Board of Trustees, or by written agreement with Endless Sky Academy.

Section 7.3 **MAINTENANCE OF INSURANCE**

The school may, by its Board of Trustees, purchase and maintain insurance on behalf of any

person who is a Trustee, officer, employee, or agent of the school against liability asserted against and incurred by the person in his or her capacity as a Trustee, officer, employee, or agent, or arising from his/her status as a Trustee, officer, employee, or agent, regardless of whether the Endless Sky Academy Board of Trustees is required or authorized to indemnify the person against the same liability.

ARTICLE 8 GENERAL

Section 8.1 FISCAL YEAR

The fiscal year of Endless Sky Academy shall be as provided in Section 0.1.

Section 8.2 WRITING

The terms “in writing” or “written” as used within these bylaws include communications that are transmitted or received by electronic means.

Section 8.3 SIGN

The word “sign” as used within these bylaws includes executing an electronic signature.

ARTICLE 9 RULES OF ORDER

Section 9.1 RULES OF ORDER

In case of conflict or challenge, the rules of order in the current edition of Robert’s Rules of Order shall govern the conduct of all meetings of Endless Sky Academy.

ARTICLE 10 AMENDMENTS

Section 10 AMENDMENTS BY TRUSTEES

These bylaws may be altered, amended, or repealed and new bylaws may be adopted by the Board of Trustees by affirmative vote of two-thirds of the number of Trustees present at any meeting at which a quorum is in attendance.

Appendix B

Role	Qualifications	Key Responsibilities
School Director Year 1 Hire	<p>Required:</p> <ul style="list-style-type: none"> • Mission-driven, creative systems-oriented individual with experience leading a high performing school • Experience building a strong, positive team of staff • Administrative license in New Mexico, or state with reciprocity and ability to acquire license prior to May of the year of start. • Bachelor's Degree • Master's Degree • Successful completion of background check. <p>Preferred:</p> <ul style="list-style-type: none"> • Bilingual/knowledge of spoken language other than English • Experience working with diverse families and student • Management and project management experience 	<p>Work with the Principal to recruit, hire, develop, evaluate and retain staff members committed to achieving and maintaining the mission of Endless Sky Academy.</p> <p>Lead and empower staff to create a school environment and culture that is rigorous, positive, structured, diverse, and innovative that will lead to high level student achievement and passion for learning.</p> <p>Work closely with the Board and Principal to ensure that Endless Sky Academy is governed effectively, fiscally healthy, and in full compliance with all expectations in the charter.</p> <p>Ensure operational functions of Endless Sky ranging from arrival to nutrition to payroll.</p> <p>Develop, evaluate, and manage the Office Assistant/Manager and any part-time staff that supports school operations.</p> <p>Reports to Board of Trustees</p>
School Principal Year 1 Hire (part time)	<p>Required:</p> <ul style="list-style-type: none"> • Mission-driven, creative systems-oriented individual with experience leading a high performing school 	<p>Work with the Director to recruit, hire, develop, evaluate and retain staff members committed to achieving and maintaining the mission of Endless Sky Academy.</p>

	<ul style="list-style-type: none"> • Experience building a strong, positive team of staff • Administrative license in New Mexico, or state with reciprocity and ability to acquire license prior to May of the year of start. • Bachelor's Degree • Master's Degree • Successful completion of background check. <p>Preferred:</p> <ul style="list-style-type: none"> • Bilingual/knowledge of spoken language other than English • Experience working with diverse families and student <p>Management and project management experience</p> <p>Preferred:</p> <ul style="list-style-type: none"> ☑ Bilingual/knowledge of spoken language other than English ☑ Experience working with diverse families and students ☑ Management and project management experience 	<p>Lead and empower staff to create a school environment and culture that is rigorous, positive, structured, diverse, and innovative that will lead to high level student achievement and passion for learning.</p> <p>Work closely with the Board and Director to ensure that Endless Sky Academy is governed effectively, fiscally healthy, and in full compliance with all expectations in the charter.</p> <p>Provide thoughtful strategic leadership in the development of Endless Sky Academy curriculum and assessments and support Special Education services to ensure Endless Sky Academy is supporting all learners.</p> <p>Reports to Board of Trustees</p>
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Appendix C

Role	Qualifications	Key Responsibilities
Information Technology Coordinator	<p>Required:</p> <ul style="list-style-type: none"> ☐ Mission focused, organized and committed to supporting innovative use of technology in classrooms and school ☐ New Mexico Level II or III Teaching License in K-8 Education with Technology Education or Information Tech Coordinator Endorsement ☐ Advanced computing skills, knowledge of networking technologies, and experience database management ☐ Successful completion of background check <p>Preferred:</p> <ul style="list-style-type: none"> ☐ Technology project-management experience ☐ Data-compilation and analysis skills 	<p>Manage Endless Sky Academy's Instructional Technology implementation plan and ensure the school facilities are equipped to support Endless Sky Academy's instructional program</p> <p>Develop school-wide technology use policies, systems, and procedures</p> <p>Maintain and support school-wide technology use on a continual basis</p> <p>Reports to Director</p>
Classroom Teacher(s) Year 1 Hire (three positions year 1, remaining positions will be filled for year 2)	<p>Required:</p> <ul style="list-style-type: none"> ☐ Creative, innovative educator with commitment to the mission and vision of Endless Sky ☐ Devotion to ongoing professional development and growth ☐ Team mindset ☐ New Mexico Level I, II, or III teacher's license or eligibility to apply for license/reciprocity prior to July of the year of hire for K-5. <ul style="list-style-type: none"> • If teacher plans an alternative licensure pathway, the teacher must provide documentation of the appropriate steps and waivers within 10 days of hire ☐ Minimum of a bachelor's degree ☐ For English Language Arts Teachers: TESOL/Bilingual Endorsement 	<p>Plans, facilitates, and implements rigorous standards-based lessons that engage students and lead to high levels of student achievement</p> <p>Uses data to plan, adjust, and individualize lessons for the greatest outcome</p> <p>Actively collaborates with content and grade level teams to provide high-quality, individualized learning for all students.</p> <p>Implements, guides, and reinforces school wide systems, routines, and procedures.</p>

	<p>Preferred</p> <ul style="list-style-type: none"> ☑ Track record of results-oriented work in urban education, including teaching experience (preferred) ☑ For Math and STEAM/Social Studies Teachers: Bilingual /TESOL Endorsement 	<p>Communicates proactively and regularly with students and families.</p> <p>Commits to growing professionally and innovatively, in the spirit of continuous improvement to benefit students.</p> <p>Participates in the school beyond classroom instruction: serves on at least one school committee and actively contributes to professional development.</p> <p>Report to the Principal</p>
<p>Enrichment Teacher(s) Year 2 Hire</p>	<p>Required:</p> <ul style="list-style-type: none"> ☑ Creative, innovative educator with commitment to the mission and vision of Endless Sky ☑ Devotion to ongoing professional development and growth ☑ Team mindset ☑ New Mexico Level I, II, or III teacher's license or eligibility to apply for license/reciprocity prior to July of the year of hire for K-8. <ul style="list-style-type: none"> ○ If teacher plans an alternative licensure pathway, the teacher must provide documentation of the appropriate steps and waivers within 10 days of hire ☑ Minimum of a bachelor's degree ☑ Endorsement (or documentation of waiver application) in necessary enrichment area (Art, PE, Technology etc.) ☑ Successful completion of background check <p>Preferred:</p>	<p>Plans, facilitates, and implements rigorous lessons in arts, dance, PE, or technology that result in student growth and achievement.</p> <p>Implements, guides, and reinforces school wide systems, routines, and procedures.</p> <p>Communicates proactively and regularly with students and families.</p> <p>Participates in the school beyond classroom instruction: serves on at least one school committee and actively contributes to professional development</p> <p>Commits to growing professionally and innovatively, in the spirit of continuous improvement to benefit students.</p>

	<ul style="list-style-type: none"> ☑ Track record of results-oriented work in urban education, including teaching experience 	Report to Principal
Special Education Teacher(s) Year 2 Hire	<p>Required:</p> <ul style="list-style-type: none"> ☑ Creative, innovative educator with commitment to the mission and vision of Endless Sky ☑ Devotion to ongoing professional development and growth ☑ Team mindset ☑ Special Education License in New Mexico or eligibility to apply for reciprocity from another state prior to July of year of hire <ul style="list-style-type: none"> ○ If teacher plans an alternative licensure pathway, the teacher must provide documentation of the appropriate steps and waivers within 10 days of hire. ○ If the teacher will serve gifted students, must have a Gifted Endorsement or waiver application filed within 10 days of offer of employment ☑ Successful completion of background check ☑ Highly organized and able to create and maintain systems <p>Preferred:</p> <ul style="list-style-type: none"> ☑ Track record of results-oriented work in urban education, including teaching experience ☑ Detail oriented and self-reflective 	<p>Provides educational instruction as outlined in the IEP for identified individuals with exceptional needs and monitors implementation of the IEP</p> <p>Implements, guides, and reinforces school wide systems, routines, and procedures.</p> <p>Communicates proactively and regularly with students and families.</p> <p>Commits to growing professionally and innovatively, in the spirit of continuous improvement to benefit students</p> <p>Maintains accurate records of student services provided and collaborates with staff and parents to ensure students receive support that leads to meaningful progress.</p> <p>Report to Director (Years 1-3, and Student Support Coordinator in Years 4 and beyond)</p>
Educational Assistant(s) (1 position for every 60 students)	<p>Required</p> <ul style="list-style-type: none"> ☑ Creative, innovative educator with commitment to the mission and vision of Endless Sky ☑ Associate Degree or higher ☑ Educational Assistant License, or ability to secure license prior to July 1 of year of hire <ul style="list-style-type: none"> ○ If the educational assistant intends to apply for a waiver for this license, the 	<p>Supports individual and small groups of students with access to individualized programs</p> <p>Commits to growing professionally in the spirit of continuous improvement to benefit students.</p>

	<p>individual must supply documentation of the waiver submission within 10 days of hire.</p> <p>Preferred:</p> <ul style="list-style-type: none"> ☐ Organized ☐ Demonstrated ability to form strong relationships with students and staff ☐ Experience working with students and in schools 	<p>Report to Director (Years 1-3, and Student Support Coordinator in Years 4 and beyond)</p>
Lunch Staff (When funding permits)	<p>Required:</p> <ul style="list-style-type: none"> ☐ Commitment to the mission and vision of Endless Sky Academy ☐ Ability to form strong relationships with students ☐ Successful completion of background check ☐ Experience working with students and in schools ☐ Experience working with food 	<p>Reinforces school wide systems, routines, and procedures in cafeteria spaces</p> <p>Reports to Director in Years 1-2, and Office Manager in Years 3 and beyond</p>
Custodial Staff	<p>Required:</p> <ul style="list-style-type: none"> ☐ Experience with facility management or custodial management ☐ High School Diploma or other recommendation required ☐ Verifiable experience with schools and public facilities ☐ Successful completion of background check 	<p>Ensures Endless Sky Academy's facility is clean and well maintained.</p> <p>Reports issues or challenges directly to the Office Manager or Director</p> <p>Reports to Director in Years 1-2, and Office Manager in Years 3 and later.</p>
Instructional leader (Year 1 Hire)	<p>Required:</p> <ul style="list-style-type: none"> ☐ Creative, innovative educator with commitment to the mission and vision of Endless Sky ☐ General Education License in K-8, 5-9, or 7-12 (Level II or III), one of the following endorsements is preferred: language arts, social studies, math, science, reading, TESOL or bilingual. ☐ OR Administrative License in New Mexico or state with reciprocity (and ability to apply for NM license prior to July of year of hire) ☐ Minimum of bachelor's Degree 	<p>Continuous coaching of Endless Sky Academy teachers to support the realization of ambitious student achievement goals</p> <p>Provide leadership and support in developing Endless Sky Academy curriculum and assessments as the school fills upper grade level.</p> <p>Develops and implements the facilitation of professional development</p>

	<ul style="list-style-type: none"> ☑ Evidence of student achievement and coaching success ☑ Successful completion of background check <p>Preferred:</p> <ul style="list-style-type: none"> ☑ Minimum of 3 years working in education with a history of significant student achievement gains or growth ☑ Masters' Degree ☑ Bilingual ☑ Curriculum development experience 	<p>to support continuous teacher growth and development.</p> <p>Supports school-wide routines and procedures</p> <p>Reports to Principal</p>
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Endless Sky Academy Financial Policies and Procedures

The Governing Board of Endless Sky Academy will adopt the following financial policies and procedures to ensure the most effective use of the public and private funds to support its mission and to ensure that the funds are budgeted, accounted for, expended and maintained appropriately. It is the intent of these policies and procedures to implement both the letter and spirit of all applicable local, state, and federal rules and regulations regarding the expenditure of and accounting for public funds.

Collectively, they comprise a set of internal controls to ensure effective, efficient operations, a segregation of duties and responsibilities, reliability of financial reporting, legal and regulatory compliance, and risk mitigation. As Endless Sky Academy grows and guidance changes, these policies and procedures will be reviewed and updated on at least an annual basis.

Endless Sky Academy has a co-principal model. The Director of Academics is primarily in charge of academics of the school and the Director of Operations is primarily in charge of the operations for the school, including all financial policies and procedures.

Throughout this document EdTec and the services they provide will be referenced. If at any time the board decides to use a vendor other than EdTec for their back-office support, the policies and procedures will be revisited and revised at that time.

I. ACCOUNTING

a. Fiscal Year

- i. The fiscal year for Endless Sky Academy is July 1 through June 30.

b. GAAP

- i. The accounting procedures used by Endless Sky Academy shall conform to Generally Accepted Accounting Principles (GAAP) to ensure accuracy of information and compliance with external standards. The school will also follow the GASB, which is The Governmental Accounting Standards Board and is the source of generally accepted accounting principles used by state and local governments in the United States.

c. Accounting Basis

- i. Endless Sky Academy will use the modified accrual basis of accounting. This requires that revenues will be recognized as they are received, and expenditures will be recognized as they are paid. Additionally, payroll expenditures will be recognized as they are incurred.
- ii. Year-end audited Financial Statements will be prepared on a full accrual basis.

d. Restricted Grant Tracking

- i. Endless Sky Academy shall maintain its general ledger using grant fund codes for the purposes of tracking restricted revenues and expenses.

e. Capitalization and Depreciation

- i. Endless Sky Academy will capitalize and depreciate annually all assets of \$5,000 or more as required by the State of New Mexico.
- ii. All assets purchased with an individual value less than \$5,000, will be recognized as non-depreciable assets and will be expensed in the year incurred. Only single items that are equal or greater than \$5000 will be depreciated. Capitalized assets are recorded at cost and depreciated under the straight-line method over their estimated useful lives as follows:
 1. Leasehold improvements: Lease term or 10 years, whichever is shorter.
 2. Can only install leasehold improvements if an approved lease-purchase is in place.
 3. Facility purchases: up to 30 years
 4. Building and site improvements if there is a lease-purchase in place.
 5. Computers and associated technology: 3 years
 6. Furniture & equipment: 5 years
- iii. Repair and maintenance costs, which do not extend the useful lives of an asset, are recognized as expenses.
- iv. Throughout the year, items will be recognized as expenses. They will be reviewed at year-end for possible capitalization and depreciation. Depreciation will be calculated from when the item was purchased and will be treated as placed in service at that time unless otherwise specified.
- v. Items will be tagged when placed in service by the Office Manager or Director of Operations.
- vi. As part of the annual close, staff will conduct an inventory of all assets, noting condition and location. The office manager and ED will review inventory and approve it.
- vii. Assets sold, retired, lost, or stolen and related amounts of accumulated depreciation will be eliminated from the asset accounts, and any resulting gain or loss will be recognized within that year.
- viii. Nothing in this practice is to prevent Endless Sky Academy from maintaining an estimated impact of capitalization and depreciation on operating income and fund balance for the year on interim financial statements.

f. Bank Reconciliations

- i. A reconciliation of all bank accounts, whether checking or savings accounts, will be performed monthly by an EdTec accountant. The EdTec accountant does not have the ability or authority to disburse funds or approve expenses.
- ii. Endless Sky Academy will provide EdTec with either online access or paper copies of the monthly statements no later than the 5th business day of the following month.

- iii. All bank statements and reconciliations will be reviewed by the Director of Operations and Board Treasurer. The school will have access to all bank reconciliations.
- iv. Un-cleared checks older than one year will be reviewed for reissuance, voidance, or escheatment proceedings in compliance with New Mexico State law.
- v. All checks will have printed on the face of the check "void after one year from date."
- vi. Financial irregularities discovered during the banking reconciliation process will be brought to the attention of the Director of Operations and Board Treasurer.

g. Financial Record Retention and Destruction

- i. All financial records will be retained as per the [State of New Mexico Records Retention Law](#). Records include but are not limited to transaction ledgers, bank statements, cancelled and voided checks, payroll records, audits, and tax filings.
- ii. The school will have access to all accounting records at all times.
- iii. Hard copies will be retained at the school when appropriate and feasible, otherwise there will be an electronic version of the record that the school will have access to.
- iv. Nothing in this section will be considered to supersede the organization's broader record retention and destruction policies.
- v. All paper documents must be housed on site at the school.

II. Banking

a. Checking Accounts

- i. The Board shall authorize the establishment of a non-speculative, public funds checking account with a federally insured banking institution for the purposes of school operations. The checking account will be from a NM institution.
- ii. An account bearing interest will not be considered speculative per NM State Law, this account must be a "NOW" account. Any other interest-bearing account must follow the restrictive NM State banking laws for public entities.
- iii. The established checking account shall be the primary account for school financial obligations, as well as the primary account for deposit and receipt of all funds. Authorized signatories to this account shall be the Director of Operations, Director of Academics, Board Treasurer, and Board Chair.
 - 1. Checks under \$5,000 will require the signature of the **either** the Director of Academics **or** the Director of Operations.
 - 2. Checks of \$5,000 or more will require the signature of the Director of Academics OR Director of Operations, AND Board Chair.
 - 3. Checks payable to either the Director of Academics or Director of Operations must be signed by the Board Chair. Checks of \$5,000

or more payable to the Director of Academics or Director of Operations will require the signature of Board Treasurer AND Board Chair.

4. Under no circumstances can the Director of Academics sign a check to reimburse the Director of Operations. Under no circumstances can the Director of Operations sign a check to reimburse the Director of Academics.

5. Under no circumstances should the recipient of a check also be a signatory on his or her own check.

~~6. Checks shall have the notation "Void after six months from the above date" printed above the signature line.~~

iv. In addition to the general operating account, the board shall authorize the establishment of a checking account for the purposes of processing ~~payroll if needed but will most likely only use one bank account for payroll and general operating expenses.~~

v. No additional checking accounts shall be established without board approval.

vi. Board approval is also required to close a public fund checking account.

b. Federal Deposit Insurance

i. Endless Sky Academy recognizes that deposits are only insured up to \$250,000 per qualified banking institution, not per account, and its bank balance may otherwise exceed the \$250,000. The board shall review ongoing opportunities to cost-effectively insure excess cash or otherwise diversify its account holdings at federally insured banking institutions, while also evaluating risk and convenience. Any balances in any account that will exceed the FDIC insured \$250,000.00 must be collateralized per NM State Law regarding the protection of public funds.

c. Deposits of Receipts

i. Endless Sky Academy will deposit all funds received within 24 hours or one banking day on a daily basis. In line with this:

1. The Office Manager will open all mail daily, immediately sort and receipt all checks or money orders, will endorse all checks with a deposit only stamp, and forward them to the Director of Operations. Any checks or money orders received in person will also be given to the Office Manager to be receipted.

2. Cash payments, whether for student activities or donations or otherwise, will be strongly discouraged. Endless Sky Academy will direct individuals to use a service such as PayPal to make a payment electronically to the school in the alternative. If this is not possible, all cash payments received will be also receipted using a cash receipt book with 3 copies. The original copy will be given to the payor, the 1st copy will be kept with the deposit slip in which the money is deposited and the 2nd copy will be retained in the receipt book. The ~~Director~~Director of Operations will

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review the cash receipt book each week and affirm that the total collected matches the supporting documentation.

3. Checks and cash waiting to be deposited will be stored in a secure location.
4. The Office Manager will restrictively endorse ("For Deposit Only") the checks or money orders to the checking account and deposit them, along with any cash collections. The Director of Operations will then forward on a completed log and copy of associated backup to EdTec, including any revenue coding.

III. PURCHASES

a. Authorization of Expenditures

- i. All purchases of goods and services shall be consistent with the most recently board-approved budget.
- ii. All ~~All purchases will require a pre-approved~~ purchase orders will be signed by the Director of Operations and acknowledged or initialed by the Chief Procurement Officer.
- iii. These expenditures shall not require additional board approval, except for contracts for professional services that will exceed or are likely to exceed a total annual amount greater than \$10,000, or if the term will go past one year.
- iv. All expenditures over \$10,000 must be approved by the Chief Procurement Officer who will review to assure that the purchase follows the requirements of the NM State Procurement Code and the Director of Operations who will review to determine whether it is consistent with the board-approved budget. The Director of Operations is the only staff person authorized to sign contracts.
- v. All contracts that cross fiscal years, or extended beyond one year, must contain the required State of New Mexico law language regarding cancellation for non-appropriation. Additionally, no long-term contracts may extend beyond 4 years (or 48 months) per New Mexico State Law.
- vi. Nothing in this section shall prevent the Director of Operations from making an assessment to rebalance individual line items within the approved budget, provided the adjustments do not otherwise jeopardize the financial health of the school or disrupt the school's educational program. All Budget Adjustments must be approved through a vote by the Governing Board during a scheduled board meeting open to the public.

b. Contracts and Bidding

- i. All professional services shall be provided for under a contract. The Chief Procurement Officer will review and approve all contracts prior to the contract being signed by either the Director of Operations or a member of the Board.
- ii. The Director of Operations can execute single year contracts for professional services that will not exceed or are not likely to exceed \$10,000.

- iii. For contracts for professional services that will exceed or are likely to exceed a total annual amount greater than \$10,000 or the term will extend for a period greater than one year, board approval will be required prior to execution. Length of contracts shall be at the discretion of the Board in consultation with the Director of Operations, and multi-year contracts shall not be prohibited as long as the term of the contract does not exceed 4 years or 48 months.
 - iv. All multi-year contracts will contain the State required non-appropriations clause in the contract.
 - v. Should a contract require board approval per the above, but timing or other circumstances require execution prior to being approved at a board meeting, the Director of Operations, with the approval of both the Board Chair and Board Treasurer, may conditionally execute said contract. The contract will need to then be formally approved at the next board meeting.
 - vi. Unless otherwise expressly required by conditions of a funding source, Endless Sky Academy shall not be required to conduct a formal bid process for contracted services less than \$60,000. However, the Director of Operations shall make good faith efforts to secure multiple quotes and proposals to ensure a prudent, cost-effective use of funds.
 - vii. The following bidding practices will be followed in accordance with New Mexico Purchasing Compliance:
 - 1. Any goods that range from \$1-\$20,000 the school will select the best value for their money.
 - 2. Any goods that range from \$20,000 - \$60,000 will need 3 written quotes.
 - 3. Any good equal to or more than \$60,000 will require an RFP or an ITB.
 - viii. Nothing in this section shall require or be interpreted to require Endless Sky Academy to choose or select the lowest cost provider of goods or contracted services, and Endless Sky Academy will have discretion in what criteria it gives most weight when selecting vendors and providers.
 - ix. Any purchases with Federal funds will follow the rules or regulations governing expenditure of federal funds, shall supersede the above when otherwise contradictory.
- c. Purchasing
 - i. Endless Sky Academy will follow New Mexico Procurement Code.
 - ii. The Chief Procurement Officer for Endless Sky Academy, will be the Office Manager. The Office Manager does not have the authority to sign checks to pay for purchases.
- d. Invoice Processing and Requests for Payment
 - i. On a weekly basis, the Director of Operations will review invoices for accuracy, as well as review invoices for goods against received goods and packing slips, address any inconsistency with vendors and compare everything against the purchase orders and resolve any discrepancies.

- ii. Each week, the Office Manager will collate and code all invoices received, including both expense and grant fund coding.

~~iii. Regardless if the school will be requesting payment or not, the Executive Director will transmit the invoices and coding to EdTec.~~

~~iv-iii.~~ EdTec will then generate a payment approval report, which lists all invoices submitted for processing, and it will request payment by the school.

~~v-iv.~~ The School will pay vendor invoices within vendor terms. If no terms are written on the vendor invoice, the School will pay the invoice within 30 days of the date of the invoice. If the school is cash strapped, they will discuss when the invoice has to be paid with the vendor.

~~vi-v.~~ The school will implement accounts payable policies and procedures in accordance with NM State Law and EdTec will abide by these policies.

e. Payment Approvals and Payroll Processing

- i. Payments under \$5,000 must be approved by one of the following authorized positions: Director of Operations, Board Treasurer.
- ii. Payments for \$5,000 or more must be approved by the Director of Operations AND Board Treasurer.
- iii. All payroll will be Based on the salary schedule established by Endless Sky School and approved by the board.
- iv. For recurring payments, such as rent, when the amount is fixed, annual approval is allowed.
- v. All expenses need to be reviewed monthly by the Director of Operations and Board Treasurer.
- vi. Once EdTec receives all the required approvals, EdTec will issue payments with the required authorizer signatures. EdTec will then generate a check register and send back to the school as record of issuance. The check register will be collated with all the check registers for a month and included in the board packet.

f. Debit Card Usage

- i. Debit card usage will not be permitted.

g. Procurement Card Usage

- i. Subject to board approval, the school may establish a procurement card account.
- ii. All purchases made with a procurement card must have an approved PO in place.
- iii. The use of a procurement card shall be allowed with a maximum authorized purchase limit of \$5,000 per card holder.
- iv. Procurement cards shall only be issued to the Director of Operations.
- v. An individual purchase should not exceed \$1,000, except with the approval by the Board Treasurer. Total charges in a month shall not exceed the purchase card limit.
- vi. Authorized purchase card holders are responsible for submitting itemized receipts or other printed documentation from the vendor for all transactions and providing sufficient reporting as to the necessity of the

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charge. Purchase card statements will not be considered as sufficient supporting documentation.

- vii. For any purchases that are charged without adequate supporting documentation and justification, the card holder will be required to reimburse the school the amount of such purchases.
- viii. Because documentation issues might otherwise prevent EdTec from having the adequate documentation to pay a purchase card statement balance in its entirety or documentation may pertain to the following month's statement, the Director of Operations must request and specify the amount of all payments towards a purchase card statement balance each time. However, every effort should be made to pay the current balance due in full and otherwise mitigate financing charges.
- ix. Purchase card transactions will be reported to the board monthly.
~~enumerated on a purchase card register to accompany the financial statements provided to the board monthly.~~

h. Sales Tax Exemption

- i. Endless Sky Academy will apply for tax exempt status with the State of NM, Taxation and Revenue Department and will be exempt from sales tax on goods purchased for their own internal use.
- ii. The Office Manager or Director of Operations will ensure all vendors have a copy of a tax-exempt certificate.
- iii. Prior to submission to EdTec, the ~~Office Manager~~ Executive Director will ensure all invoices have sales tax removed on goods.

i. Electronic Payments

- i. To preserve payment approval processes and internal controls, electronic methods (wire or ACH) shall not be permitted for payment of any expenses or reimbursements, except for payroll and associated employer and employee liabilities.
- ii. Any exception will require approval by the Board Treasurer.

j. Non-Travel Related Employee Reimbursements

- i. Employees, except for the Director of Operations, will limit purchases made with personal funds that will be submitted for reimbursement to no more than \$500 at a given time, except if the purchases are meals or incidental expenses during school-related travel.
- ii. Employee's will follow school approved purchasing policies before purchasing items expected to be reimbursed by the school.
- iii. Should an employee need to make a purchase with personal funds on behalf of the school for more than \$500, prior approval by the Director of Operations will be required.
- iv. Employees shall submit a reimbursement request with supporting documentation no later than one month from each purchase. A bank or credit card statement may not be considered adequate documentation, and lack of adequate documentation or timely submission will be grounds for non-reimbursement.

- v. Under no circumstances shall the purchase of alcohol, entertainment or personal~~al~~ expenses be reimbursed.
 - vi. Nothing in this section is to be considered to supersede any personnel policies regarding eligible, reimbursable expenses.
- k. Travel-Related Employee Reimbursements
- i. All employees must receive approval by the Director of Operations for all school-related travel.
 - ii. All employees must sign a travel policy form, before travel, acknowledging that they understand the reimbursement guidelines for travel reimbursements.
 - iii. All efforts should be made to make cost-effective, efficient travel arrangements as expeditiously as possible to mitigate cost escalation. This applies to airfare, accommodations, and registration fees.
 - iv. Travel arrangements should be made the Office Manager or Director of Operations and paid for directly by the school by check or procurement card.
 - v. Meals during school-related travel are considered reimbursable. Meals should be modest but otherwise appropriate with the circumstances and will not exceed state required maximums. Itemized Receipts are required to be submitted if reimbursement is expected.
 - vi. Incidental purchases made during school-related travel and otherwise necessary, such as taxi service, are considered reimbursable. Receipts are required to be submitted if reimbursement is expected. In the case of mass-transit expense, when a receipt is not available, reimbursement will be limited to \$6.00 per state law.
 - vii. Employees shall submit a reimbursement request with supporting documentation to the Director of Operations or Office Manager no later than one month from each purchase. A bank or credit card statement will not be considered adequate documentation, and lack of adequate documentation or timely submission will be grounds for non-reimbursement.
 - viii. Under no circumstances shall the purchase of alcohol, entertainment or personal expenditures be reimbursed.
- l. Employee Mileage Reimbursements
- i. All employees will be reimbursed at 80% of the IRS standard mileage rate effective January 1 of the previous year per mile for use of their own vehicle for school-related travel. If mileage is expected to exceed 100 miles or more, it must be pre-approved by the Director of Operations.
 - ii. All employees requesting such mileage reimbursement are required to document the destination of each trip, its purpose, miles driven, and any associated parking fees and tolls, within one month after the travel date, supported by receipts, if applicable.
 - iii. Per IRS guidance, mileage of an employee driving from his or her residence to the school or vice versa is not considered reimbursable.
 - iv. Nothing in this section is to be considered to supersede any personnel policies regarding eligible, reimbursable expenses.

m. Personal Use of School Funds

- i. Use of school funds for personal use is prohibited. Violation of this policy may result in discipline up to and including dismissal or in case of a board member, removal.

IV. PAYROLL

a. New Employees

- i. The Director of Operations and Director of Academics shall hire all employees at both headcount and compensation levels consistent with the approved salary schedule.
- ii. New employees shall complete an application for employment and all necessary paperwork for payroll addition.
- iii. New employees shall be fingerprinted, and background checked consistent with state law. Fingerprint and background clearance must be received by the school before any employee may start work.
- iv. Employees shall accrue paid time off (PTO) based on the personnel policies of the school.
- v. Each employee shall have a job description that they read, review, and sign-off on before starting their employment.

b. Timekeeping for Hourly Employees & Payroll Changes

- i. The Office Manager shall track or implement an electronic system for the accurate and timely preparation of timesheets for hourly employees.
- ii. Based on policies and timelines delineated separately by EdTec, the Director of Operations will submit hourly information prior to each pay day, along with any payroll changes for all staff including salary or rate changes, deduction changes, or other payroll items.

c. Payroll Processing and Accounting

- i. Once EdTec receives the payroll changes from the Director of Operations, EdTec will enter the information into the payroll processing system.
- ii. EdTec will generate a payroll preview or Excel worksheet summary and send to the Director of Operations for approval.
- iii. Once payroll has been approved and issued, EdTec will upload the payroll information to the accounting system and reconcile the payroll activity to the banking activity.

d. Independent Contractor Vs. Employee

- i. Unless otherwise specified, Endless Sky Academy shall treat individuals as employees unless he or she meets the IRS test for classification as an independent contractor.
- ii. If someone is determined to be an independent contractor, he or she will need to provide a W-9, as well as proof of insurance depending on the nature of his or her work on behalf of the school.
- iii. All independent contractors shall be formally engaged under a contract that is approved by the Director of Operations or the Board, based on the contract approval criteria previously enumerated.

- iv. Payments to an independent contractor shall be made pursuant to an invoice for services generated by the independent contractor to the school.
- v. Endless Sky Academy, through EdTec's assistance, will generate a 1099-Misc for all independent contractors that received \$600 or more in the prior tax year and meet the IRS requirement as a contractor requiring a 1099.

V. AUDITS & TAX FILINGS

a. Annual Audit

- i. Each operating year, Endless Sky Academy shall engage an independent accounting firm, appointed by the state of New Mexico, to perform an audit of the prior year financial statements. The audit shall be performed, and the audit report shall be generated in advance of the NM State Auditor's submission deadline with adequate review time by the audit committee and board.
- ii. The audit shall include all work named in the contract with the authorizer as pertains to the school for the year being audited.
- iii. Prior to submission of the audit report, EdTec and the Audit Committee will review the audit and respond to any management points, findings, material weaknesses, or significant deficiencies identified during the audit. To the extent appropriate, any official change in policies or procedures necessary to address any issue identified during the audit will be brought before the Governing Board for review after the audit is released to the public.

VI. DONATIONS & PHILANTHROPY

a. Tax Exempt Status & Charitable Solicitation

- i. To the extent that Endless Sky Academy has established a supporting foundation that has filed for and received recognition of its 501 (c) 3 status as a tax-exempt nonprofit organization, which has completed all required annual return filings with IRS, and has completed and maintained all required registration as a charitable organization within the state of New Mexico, Endless Sky Academy may engage in charitable solicitations for tax deductible donations as permitted by local, state, and federal law. Nothing in this section shall prevent Endless Sky Academy from utilizing a fiscal sponsor as an intermediary to solicit and receive donations on its behalf to the extent permitted by local, state, and federal law.

b. Donations

- i. The Director of Operations, separate from the depositing process, will log all cash donations, recording date of donation, donor's name, donor's contact information, and donation amount.

- ii. the Director of Operations will provide the donor with a written acknowledgement of the donation in compliance with IRS acknowledgement requirements.
- c. Donated Stock and Securities
 - i. Endless Sky Academy shall sell all gifts of stock or securities as soon as possible to convert them into cash and transfer to the school's checking account. The value of the gift will be recorded based on the cash proceeds less any brokerage sale fees.

VII. FINANCIAL REPORTING & PLANNING

- a. Budget Approval
 - i. An annual budget shall be approved by the Governing Board no later than June 18th prior to the start of each new fiscal year.
 - ii. The approved budget will include a summary of assumptions and include both restricted and unrestricted revenues and expenses.
 - iii. During the year, the Board will adopt an amended budget as expenses and revenue projections change, or as student counts are updated.
 - iv. The annual budget and budget modifications will be reported to the authorizer and state by the required deadlines.
- b. Monthly Financial Statements
 - i. EdTec shall prepare a budget vs. actuals report, balance sheet, statement of cash flow, checking account register, purchasing card register if applicable, as well as a financial synopsis each month.
 - ii. The Finance Committee and the Governing Board shall review these materials on a regular basis.
- c. Interim Financial Reports
 - i. EdTec shall prepare and submit the required financial reports to the PED on the timeline required by the PED

VIII. OTHER PRACTICES & FINANCIAL MATTERS

- a. Conflicts of Interest
 - i. Any board member with a financial interest in a matter presented to the board shall fully disclose such interest prior to board discussion on the issue and shall recuse themselves from the discussion and voting on the matter.
 - ii. For more information on the school's conflict of interest policies, please consult the school's bylaws.
- b. Related Party Transactions
 - i. Endless Sky Academy will identify, recognize, and evaluate any related party transactions.
- c. Whistleblower Policy

- i. Endless Sky Academy's policy shall extend to financial matters and improprieties.
- d. Debt
 - i. Endless Sky Academy will not take on any debt outside Accounts Payable invoices and approved Lease Purchase Agreements.
 - ii. To the extent that a supporting organization does, any debt, whether loans, notes, or lines of credit must be reviewed by the governing board. Information about covenants, restrictions, and other requirements associated with the debt must be reviewed at time of approval.
 - iii. The finance committee in conjunction with EdTec will review ongoing compliance with incurred debt of the supporting organization, as well as strategies to reduce debt and associated borrowing expense as expeditiously as possible.
 - iv. Endless Sky Academy will avoid utilizing vendor financing.
- e. Political Contributions & Advocacy
 - i. Endless Sky Academy will not make any direct or indirect contribution of funds, assets, or resources to a political party or individual serving in or seeking public office.
 - ii. Nothing in this section is to prevent Endless Sky Academy from seeking membership with charter association or charter advocacy organizations, local or otherwise, that may be engaged in political campaign activities.
 - iii. Nothing in this section is to prevent Endless Sky Academy from engaging in lobbying, provided it complies with NM State Law or IRS guidance that a substantial part of Endless Sky Academy's activities is NOT devoted to attempting to influence legislation.
 - iv. Endless Sky Academy will not pay for lobbying with school funds.
- f. Approvals and Authorizations
 - i. Throughout the financial policies and procedures, various requirements for approvals and authorizations by the Director of Academics, Director of Operations, Board Treasurer, and Board Chair are enumerated. Considering current technological and business practices, an approval shall be deemed valid and in compliance with the financial policies and procedures if it comes in the form of email approval, written in the affirmative of the specific matter or attachment or set of attachments, from the approver's school email account or if unavailable, his or her regularly-used email account. Silent assent over email or verbal approval by phone will not be deemed valid.
 - ii. Board approval or authorization shall be deemed valid if provided pursuant to board action at an official meeting of the governing board of Endless Sky Academy.
- g. Confidentiality
 - i. Confidential information includes information gained during employment with or service of the school that is otherwise not common knowledge including, but not limited to, student records, and personnel

records, information. All employees and board members must maintain confidentiality to the extent that is allowed by law.