

Los Alamos Public Schools Board Meeting

Thursday, August 27, 2026 5:30 PM

LAPS Board Room, 2101 Trinity Drive, Suite V, Los Alamos, NM 87544

1. **Pledge of Allegiance**
2. **Call to Order**
3. **Roll Call**
4. **Routine Business/Approval of Agenda**
5. **Recognition by the Board**
6.
 - a. **Student Liaison Representatives**
 - b. **Superintendent's Report**
 - c. **Public Comment for items not on the agenda**
7. **Routine Business/Consent Agenda items**
 - Budget Adjustment Report**
 - Disposals**
 - Draft Minutes, August 11, 2026**

FY26/27 For Board Approval

August 27, 2026

	Account #	Acct Description	Debit	Credit
REVENUE	24189.0000.44504.0000.041000.0000.000.0000	Federal Flowthrough Prior Year		3175.03
EXPENDITURE	24189.1000.56113.1010.041000.0000.000.0000	SOFTWARE	\$ 3,175.03	
Reason:	Carryover from FY26- Title IV Student Support and Academic Achievement			
Requester:	Brenda Halder, Business Mgr./Maria Elena, Budget Mgr.		\$ 3,175.03	\$ 3,175.03
EXPENDITURE	24176.1000.56119.3000.041000.0000.000.0000	SUPPLY ASSSETS		\$ 2,190.00
EXPENDITURE	24176.1000.56118.3000.041000.0000.000.0000	GENERAL SUPPLIES AND MATERIALS	\$ 2,190.00	
Reason:	Maintenance BAR to transfer funds from supply assets to general supplies and materials to support CTE purchases.			
Requester:	Brenda Halder, Business Mgr./Maria Elena, Budget Mgr.		\$ 2,190.00	\$ 2,190.00
REVENUE	26219.0000.41922.0000.041000.0000.000.0000	INSTRUCTIONAL SUPPORT- CATEGORICAL		\$ 16,000.00
EXPENDITURE	26219.1000.53711.1010.041000.0000.000.0000	PLTW ENGINEERING	\$ 16,000.00	
Reason:	PLTW Grant Agreement- to offset costs associated with implementation of PLTW Engineering			
Requester:	Brenda Halder, Business Mgr./Maria Elena, Budget Mgr.		\$ 16,000.00	\$ 16,000.00

Disposal Request

Please return to Maria Elena Salazar
m.salazar@laschools.net

[illegible]

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date



Requester: Joseph Santi-Unger
Site/Department: High School / DSA
Building/Room Number: Duane Smith Auditorium
Date: 08/19/2026
Phone | Ext: 2616

Please return to Maria Elena Salazar

Date:	Received By:	Disposal Number:
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Asset Tag #	Tech. Tag #	Serial #	Description & Quantity	Requested Disposal Method	Reason for Disposal
NA	NA	NA	Blue Cushion Folding Chairs (Main Cushin Missin Recycle	☒ Unusable	☒ Unusable
NA	NA	NA	Black Folding Chair - 1	☒ Recycle	☒ Unusable
NA	NA	NA	Metal Folding Chair (beam in middle, assorted col	☒ Recycle	☒ End of Life CY
NA	NA	NA	Metal frame folding chair, wooden seat - 43	☒ Recycle	☒ End of Life CY
NA	NA	NA	Brown Folding Chair with Red Seat - 2	☒ Recycle	☒ End of Life CY
NA	NA	NA	Grey Cushioned Static Chairs - 2	☒ Recycle	☒ End of Life CY
NA	NA	NA	Folding Chair, Wooden Seat, beam in middle - 8	☒ Recycle	☒ End of Life CY
NA	NA	NA	Metal Folding Chair, Cushined Wood seat - 11	☒ Recycle	☒ End of Life CY
NA	NA	NA	Folding Chair with star on seat - 1	☒ Recycle	☒ End of Life CY
NA	NA	NA	" Pueblo" Folding Chair - 5	☒ Recycle	☒ End of Life CY

JLL GONZALEZ Administrator Approval (print name) [Signature] Administrator Approval (signature) 8.21.26 date

Jennifer Guy, Superintendent date

Requester: Joseph Santi-Unger
Site/Department: High School / DSA
Building/Room Number: Duane Smith Auditorium
Date: 08/19/2026
Phone | Ext: 2616

Please return to Maria Elena Salazar

Date:	Received By:	Disposal Number:
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Asset Tag #	Tech. Tag #	Serial #	Description & Quantity	Requested Disposal Method	Reason for Disposal
NA	NA	NA	" Domehead" , Black Wash - 2	Public Auction	End of Life Cycle
NA	NA	NA	Electronic Controls wash - 7	Public Auction	End of Life Cycle
NA	NA	NA	Altman ellipsoidal - 20	Public Auction	End of Life Cycle
NA	NA	NA	Hub Electric Co. #8767 Par - 4	Public Auction	End of Life Cycle
NA	NA	NA	Small Ellipsoidal - 12	Public Auction	End of Life Cycle
NA	NA	NA	Altman Wash - 8	Public Auction	End of Life Cycle
11000-60362	NA	NA	American DJ 648 LED Pro - 3	Recycle	Unusable

JILL GONZALEZ 8.21.26
Administrator Approval (print name) date
 Administrator Approval (signature)

Jennifer Guy, Superintendent
date

Disposal Request

Please return to Maria Elena Salazar

Date:	Received By:	Disposal Number:
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Asset Tag #	Tech. Tag #	Serial #	Description & Quantity	Requested Disposal Method	Reason for Disposal
NA	NA	NA	4 Legged Stool - 2	Recycle	Unusable

JILL GONZALES

Administrator Approval (print name)

Administrative Approval (Signature)

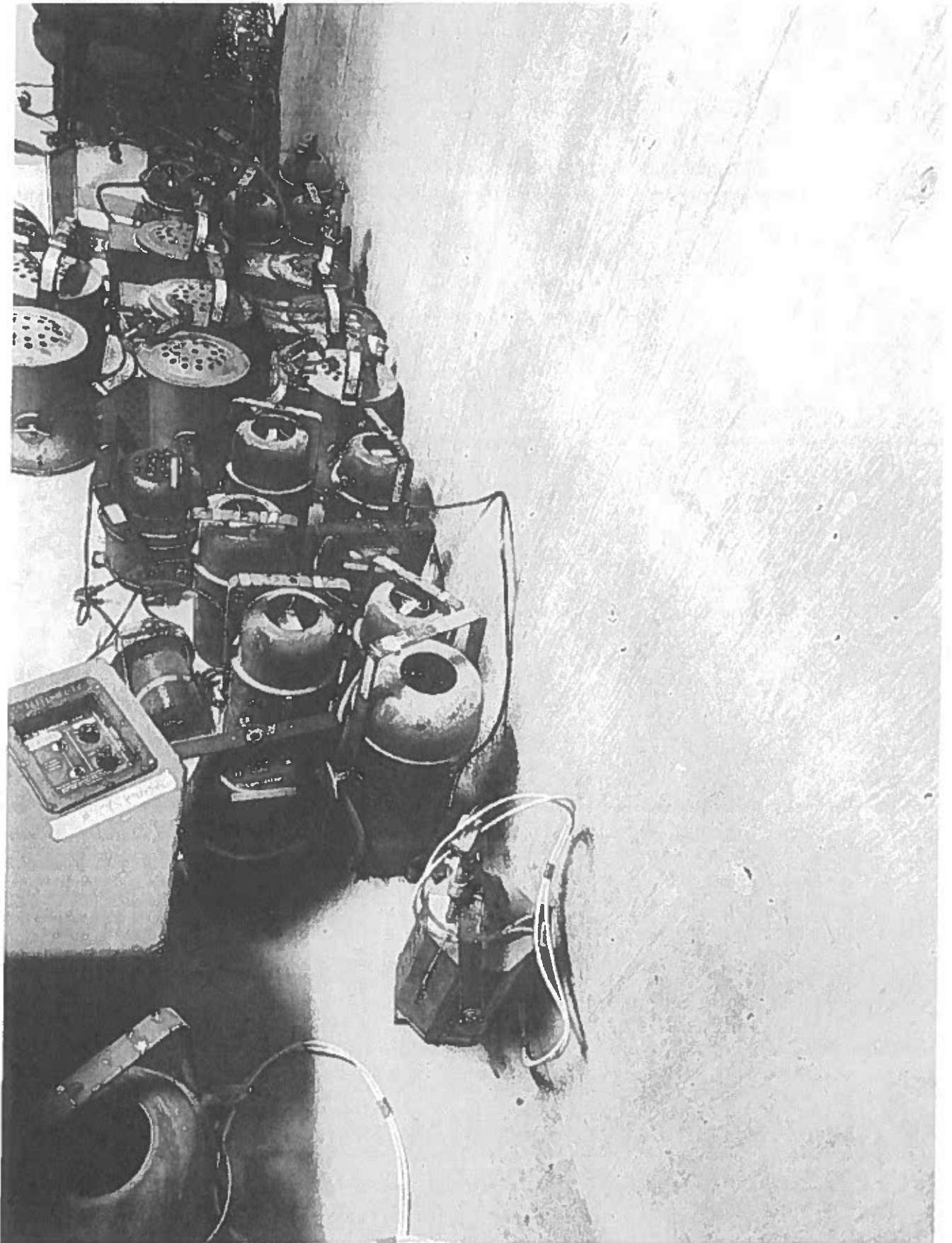
8-21-76

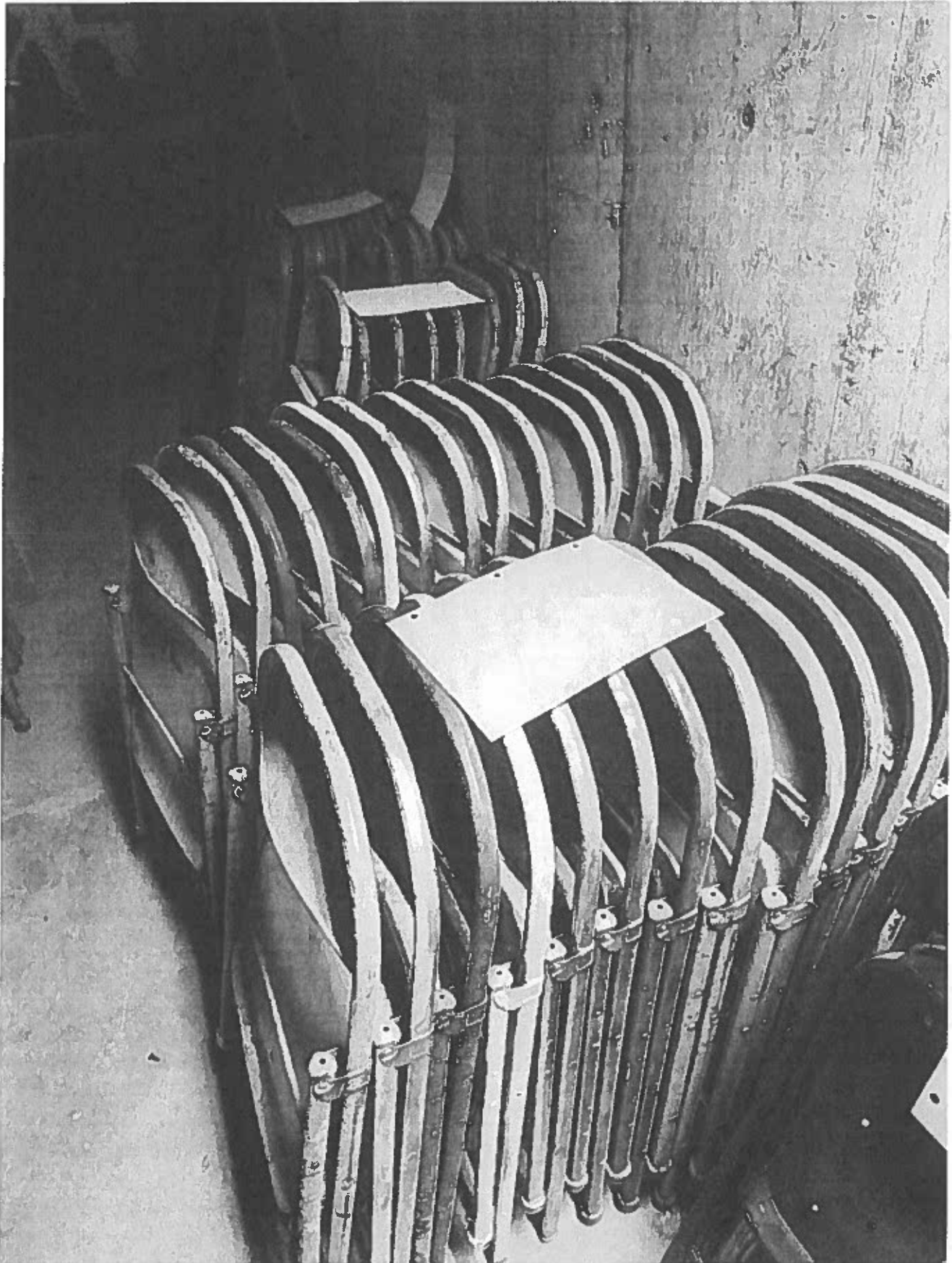
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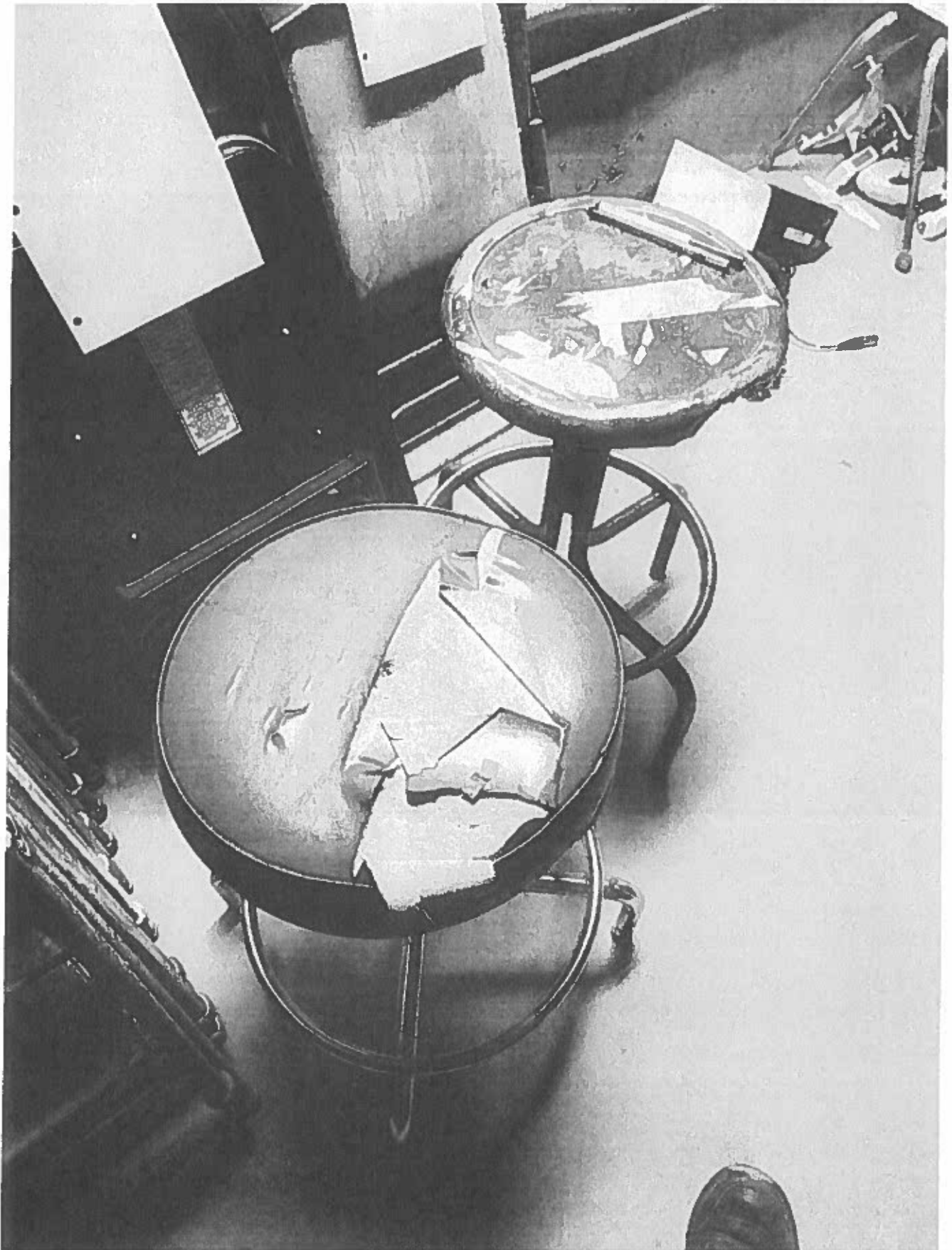
Jennifer Guy, Superintendent

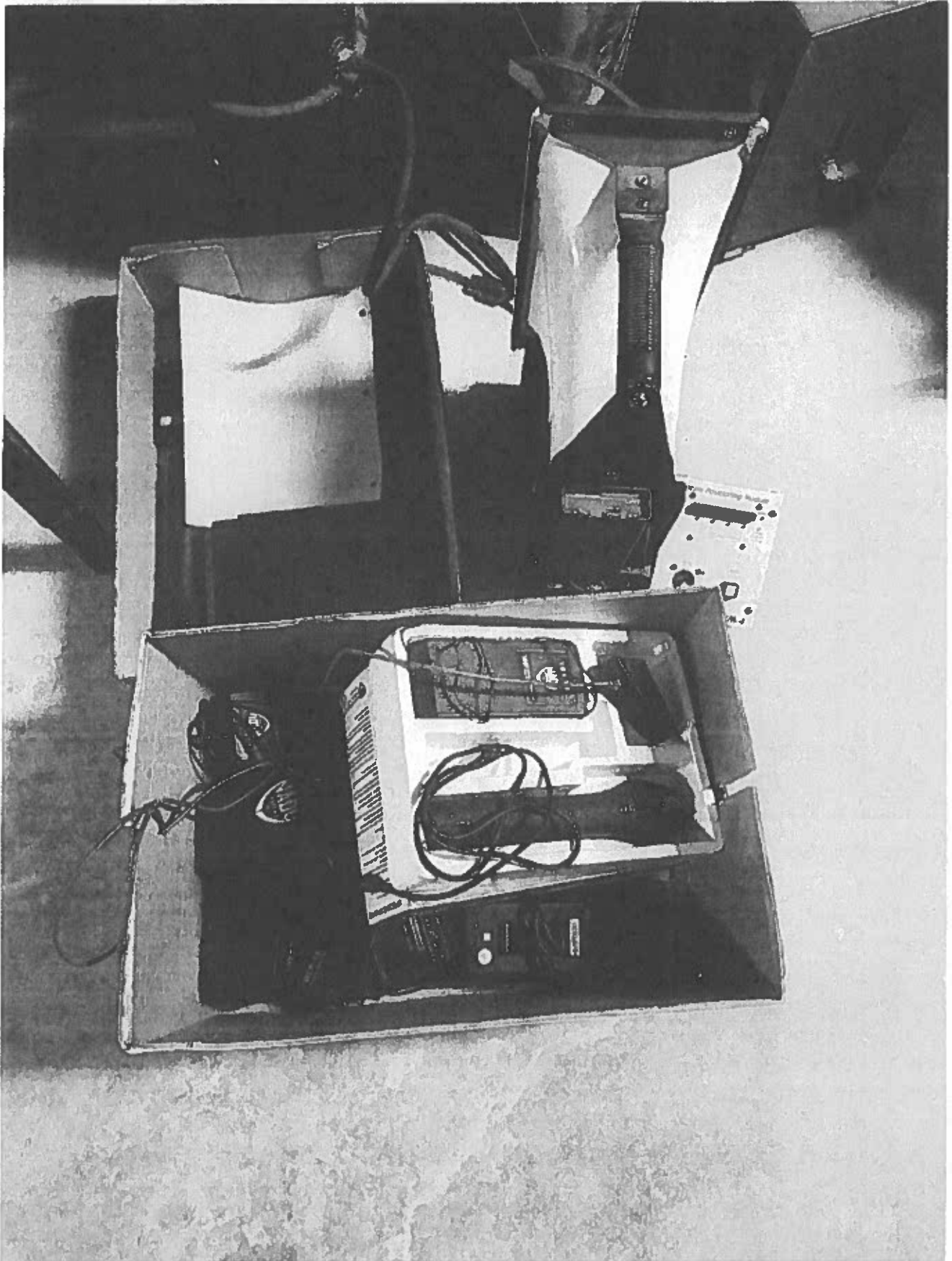
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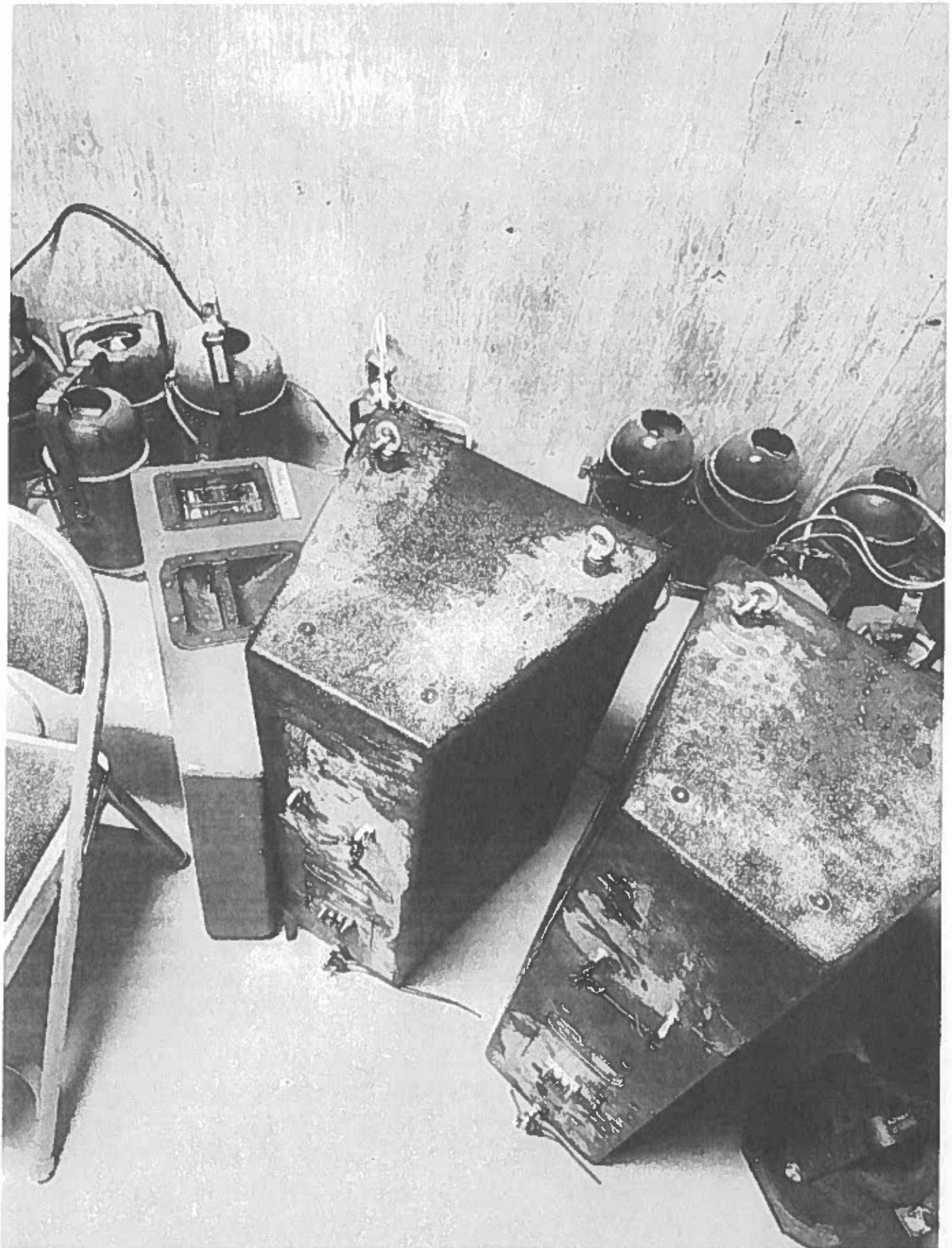


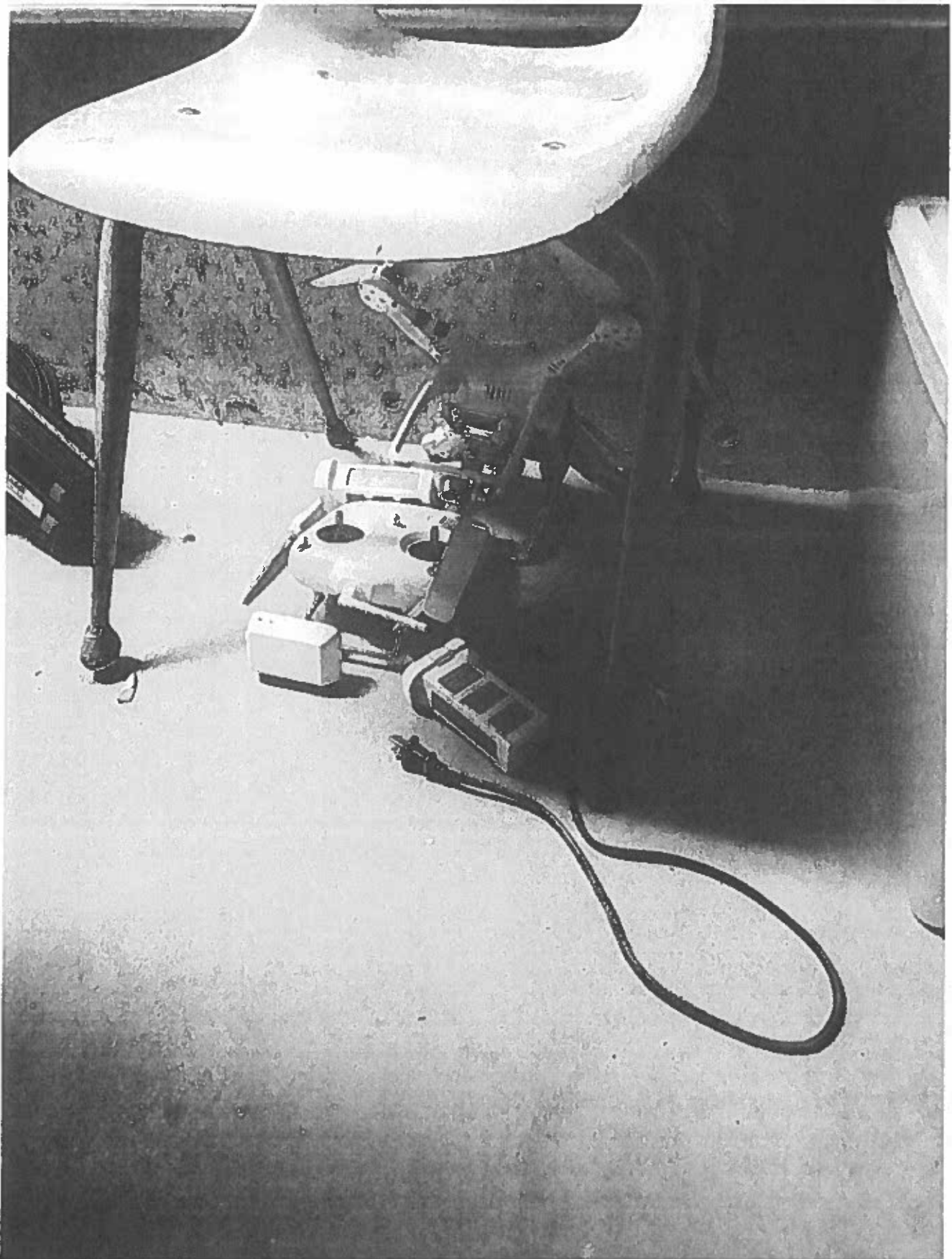














Draft Minutes

August 11, 2026 at 5:30 PM - Los Alamos Public Schools Board Meeting

1. Pledge of Allegiance

2. Call to Order

3. Roll Call

President Wyman, Here
Vice President Coupland, Here
Secretary Colgan, Here
Member Jaurigue, Here
Member Baker, Here

Superintendent Guy
Recording Secretary Brugh

4. Routine Business/Approval of Agenda

Vice President Coupland: I MOVE the School Board approve the Agenda for August 11, 2026, as presented.

All in favor, AYE

Motion Carries

5. Recognition by The Board

Los Alamos Middle School Athletic Director Doug Weiss has been selected as the 2026 Northeast Region Athletic Director of the Year. He was presented the award at the New Mexico Athletic Directors Association during their summer conference held in Albuquerque.

Each year, the membership nominates members from their region for awards. An awards committee votes for recipients from each region. Weiss was nominated by his peers and selected by the NMADA Awards Committee as the Northeast Region AD of the Year for his service to students, the school and the NMADA. He also serves as part of the statewide Leadership Training Institute faculty. He also serves as the LAPS Assistant Athletic director to Director Guy.

Andrew Bacrania was awarded the 2026 Rensselaer Polytechnic Medal of Honor. He was nominated for this honor by LAHS Mathematics and Science departments. Principal Eric Ziegler presented Drew with his award during a ceremony attended by his family and members of the science and math departments.

Drew is an incredibly strong candidate for the RPI award, said LAHS physics teacher Debbie Grothus. Not only does he excel academically, but he is also integral to our astronomy club and

science both teams. The best thing about Drew, however, is that he is so much fun to have around. Drew serves as a great representative of Los Alamos High School because of his academic excellence and his character, added his AP Calculus teacher, Stephanie Abney. He is always eager to learn, help his peers, crack a joke, and create a welcoming environment. His enthusiasm for learning and his approachability make him stand above his peers. For more than 100 years, Rensselaer, in conjunction with high schools around the world, has awarded the Rensselaer Medal to promising secondary school students who have distinguished themselves in mathematics and science.

Zachary Sestrick has been awarded a \$1,000 scholarship from the New Mexico School Boards Association. He's one of 24 outstanding high school graduating seniors to receive this award. Nominations for this scholarship were submitted by New Mexico Boards of Education representing eight regions across the state. Selections were based on criteria, including demonstrated leadership, academic performance, community involvement, and extracurricular activities.

Zach has served as a school board student liaison for two years, attended school board meetings and offered input on topics and agenda items. Zach was also a member of the National Honor Society, International Thespian Society, and an NMAA Scholar athlete. He was a Spotlight Award finalist in the New Mexico High School Musical Theater Awards and a national qualifier for Lighting Design in the International Thespian Excellence Awards. He was also a member of the LAHS Olions, Astronomy Club, Key Club, and the Varsity Swim Team. In addition, he works at Duane Smith Auditorium, specializing in production and lighting.

Summer interns and seasonal employees Ace Banuelos, Justin Chavez, Alicia Cisneros, Norma Cisneros, Angel Fresquez, Isabel Trejo Galan, Maclain Griffin, Anna Lopez-Valdez, Gerardo Bojorquez Marquez, Graciela Marquez, Xaedyn Martinez, Zachariah Martinez, Jeff Mason, Alfredo Morales, Gavin Oaxaca, Alex Pittman, Anthony Prospere, John Pulsifer, Nicholas Quintana, Xander Rigg, Crystal Rodriguez, Wrenne Sapp, Jason Thornton, and Jonathan Vigil. Director of Facilities Tommy Castillo thanked the board for supporting the program. Superintendent Guy thanked Mr. Mr. Castillo and his advocacy and his dedication to the program, and noted that we are now able to give those students credit, and we now have a clear pathway so that if they want to, after graduation, they can continue working for the district, and can come in at a higher level of pay and continue working for us.

6. a. Student Council Representatives - None

b. Student Liaison Representative - None

c. Superintendent's Report - None

D. Public Comment for items not on the agenda

New LAHS French teacher Katie Leonard asked for the board's support to invite some French guests into our high school and classrooms through a company in Oregon, Ondago, which she worked for previously.

7. Routine Business/Consent Agenda Items

Fund & Functions Report

Adjusting Entries Report
Budget Adjustment Report
Disposals
Draft Minutes July 14, 2026

Secretary Colgan: I MOVE the School Board approve the Consent Agenda.

All in Favor, AYE

Motion Carries

8. Update on Early Literacy Assessments

Superintendent Guy updated the board on her concerns about Amira, and the letter that was sent to the Public Education Department about these concerns and the request that LAPS take a pause, gather more information, make sure the district's questions are resolved, and ensure that we can thoroughly answer parents' questions and provide teachers with the most accurate data possible.

She reported that the Public Education Department responded and granted the district permission to pause the program if we choose to do so. We also formally requested that all recordings associated with any student who has ever been enrolled in Los Alamos Public Schools or whose information has been in the system be deleted. We received written verification that those recordings have been deleted. I will be emailing that verification to all parents of elementary K–2 students who used the program so they have documentation of that deletion. The district will be using mCLASS assessments for all grades aligns better with our literacy program, Amplify CKLA, and our teachers had requested it because they felt it was more appropriate for that grade level. We had great success using mCLASS assessments in grades 3–5 this past school year. We would like to use the mCLASS platform with our youngest learners as well. There are also other districts that have received approval to use mCLASS DIBELS 8th Edition, so we would not be the only district doing this. Santa Fe and Farmington, for example, are also moving in this direction, and I expect there will ultimately be a good number of districts that follow suit.

Superintendent Guy said that the state is also expected to issue another RFP for early literacy assessments this fall, so we do not yet know what the state will ultimately award or what the assessment landscape will look like moving forward. We would like to use this pause to actively participate in those conversations. Amira has reached out and would like to meet with us, and we are happy to do that. We want to fully understand the program and address our concerns.

K-2 teachers will be able to use the Friday afternoon professional development time for training on mCLASS. She noted that for our first-grade teachers, there is an additional benefit. They have also been administering the Teach Me to Read dyslexia screener. The mCLASS DIBELS assessment incorporates that screening, so we are actually taking one assessment off their plate while accomplishing the same purpose. We will get the same data using one instrument rather than having teachers administer two separate assessments.

9. Technology Infrastructure Update

Mark Vigil and Bart Goodman of Advanced Network Management (ANM) presented a network infrastructure assessment. ANM conducted a comprehensive assessment of the Los Alamos Public

Schools network beginning in May after years of widespread connectivity problems. The assessment was more extensive and time-consuming than expected, but it produced a roadmap for addressing the district's network issues.

The assessment found that **bandwidth is not currently the primary problem**. Instead, five major issues are contributing to poor performance:

- **Network instability:** Switches are repeatedly resetting, in part because of uncontrolled broadcast traffic, causing dropped connections and degraded performance.
- **No traffic prioritization:** Critical applications such as testing, Google Classroom, and other instructional systems compete with non-critical traffic such as YouTube.
- **Undersized/aging wireless infrastructure:** The wireless network has too many SSIDs, reported dead zones, and access points that are outdated or no longer adequate for current device density.
- **Power-over-Ethernet (PoE) overload:** Some switches are being overloaded by connected devices such as cameras and PA systems, causing switches to reset and devices to go offline.
- **Obsolete hardware:** About **36% of the district's roughly 430 network devices are obsolete**, although many of those devices only recently reached end-of-life and replacements have already been ordered through E-rate funding.

A&M also identified additional concerns, including unencrypted wireless networks, inadequate centralized logging, time synchronization problems, and single points of failure involving the ISP connection, firewall, and router.

Their recommendations moving forward are:

- **Within 30 days:** Stabilize the network, correct PoE overloads, conduct wireless site surveys, address obsolete equipment, improve wireless security, reduce routing-log problems, and synchronize network time services.
- **Within 90 days:** Implement traffic prioritization, improve network security configurations, consolidate wireless networks, and begin planning for greater internet and firewall redundancy.
- **Within 6–12 months:** Refresh hardware at Los Alamos Middle School and APB, verify the ReadyNet connection, develop centralized authentication, and address broader cybersecurity, disaster recovery, and business-continuity needs.

Overall, A&M concluded that the district has **enough bandwidth for current needs**, but the network's instability, configuration problems, wireless limitations, power issues, and aging equipment are creating the performance problems staff and students have experienced. The proposed remediation plan is intended to stabilize the network first and then address longer-term infrastructure and security needs.

Superintendent Guy requested that leased funds be used for this scope of work with the hope that some referendum monies could then reimburse the leased funds. This would enable work to begin immediately.

Member Jaurigue: I move the School Board approve to contract Advanced Network Management for network optimization, hardware refresh, and wireless surveys not to exceed \$475,000.

All in Favor, AYE

Motion Carries

10. NMSBA Legislative Resolutions

The board discussed potential NMSBA legislative resolutions and identified several priorities for the upcoming legislative session:

- Modernize New Mexico's IPRA laws: Consider measures to prevent abusive or automated requests, define reasonable requests, address requests made primarily for commercial gain, and clarify how AI-generated or AI-assisted records are treated.
- Address the cost of IPRA requests: Explore charging requesters for extensive staff, IT, and legal work, while ensuring fees do not prevent parents or members of the public from accessing information needed for accountability.
- Fund school technology and cybersecurity through SEG: Consider dedicated SEG funding for technology, security systems, cybersecurity, and other technology infrastructure that districts must continually maintain.
- Modernize the school funding formula: Establish a predictable base funding rate and distinguish between expenses that vary with enrollment and fixed costs—such as facilities, utilities, and maintenance—that districts must cover regardless of student numbers.
- Review the sunscreen policy: Investigate whether New Mexico law prevents students from bringing or applying sunscreen without a doctor's note and determine whether a legislative change is warranted.
- Revisit the nepotism resolution: The board noted that a previous resolution received support, particularly from smaller districts, and may be worth updating.

The board also learned that a state IPRA task force is currently examining potential legislative changes. Members suggested reviewing its work and inviting participants to provide an update before developing the district's own resolution.

Next steps: Board members were asked to submit additional resolution ideas to Ms. Guy by August 17, so the committee could develop drafts for the upcoming work session. Staff will also compile previous resolutions for the board to review and update.

11. NMSBA Fall Region II Meeting

The board discussed plans for the New Mexico School Boards Association (NMSBA) Region 2 Fall Regional Meeting, scheduled for Monday, September 14 and expected to draw approximately 75 attendees. The meeting will likely be hosted at Pinon Elementary, using the gym and adjacent cafeteria. Additional plans including food, entertainment, etc. will be finalized by district staff.

12. Board Committee Updates

Policy Committee: The committee is preparing a resolution for a potential first reading. The committee is also developing an AI policy addressing student and teacher use of AI as well as potential district/business applications and related legal issues. A grading policy is also being developed.

Finance Committee: The annual audit has begun with a new auditing firm. The auditors have started requesting feedback from district staff.

Native American Parent Advisory Committee (NAPAC): Chairman Harvey is stepping down because he is taking on a soccer coaching position. The district will work with the committee and board to identify a new chair. Meeting times and locations may change because NAPAC is parent-driven.

LAPS Foundation: The 5th Annual Hilltopper Run is Sunday, August 16 at Smith's Marketplace, Los Alamos. The Los Alamos Schools Foundation 20th anniversary event is scheduled for September 13, 4–7 p.m. at the Blue Window. Ticket information will be shared and promoted.

13. Future Business

Sunday, August 16, 5th Annual Hilltopper Run, Smith's Marketplace, Los Alamos

Thursday, **August 27:** LAPS Board Work Session at Pinon Elementary

Tuesday, September 8: LAPS Board Meeting in LAPS Board Room

Monday, September 14: Region II Fall NMSBA RMeeting, hosted by LAPS

Thursday, September 24: LAPS Board Meeting at Chamisa Elementary

14. Closed Executive Session

Member Jaurigue: I move the School Board go into a Closed Executive Session pursuant to section 10-14-1(H)(7)NMSA 1978 to discuss pending legal matters, and, pursuant to Section 10-15-1(H)(8)NMSA 1978 for the discussion of the purchase, acquisition, or disposal of real property or water rights by the public body.

15. Open Session

School Board President Wyman stated that the purpose of the discussion in Closed Session was limited to the items on the agenda. No action was taken.

16. Adjournment

Member Baker: I MOVE we adjourn this meeting.

All in Favor, AYE

Motion Carries, 8:52 pm

8. **Mutual Termination of Lease Agreement**
Presented by Tyra Thornton

MUTUAL TERMINATION OF LEASE AGREEMENT

WHEREAS, by a Lease Agreement dated January 1, 2025 ("**Lease Agreement**"), LOS ALAMOS PUBLIC SCHOOLS ("**Lessor**") leased real property located at 2101 Trinity Drive, Los Alamos, New Mexico 87544, commonly known as The Suites, and consisting of approximately 1339 square feet of office space (the "Property"), more specifically described in the Lease Agreement, to WINDGATE HEALING ARTS, LLC ("**Lessee**"); and

WHEREAS, pursuant to the terms of the Lease Agreement, the original term of the lease for the Property was for a period of two (2) years commencing on the Effective Date, with three (3) additional two-year Options to extend the term of the Lease ("**Termination Date**"); and

WHEREAS, the Lessor and the Lessee have mutually reached an agreement for the early termination of the Lease Agreement and have agreed that the lease term for the Property shall terminate upon satisfaction of the following conditions: (1) execution of this Mutual Termination of Lease Agreement ("**Early Termination Date**") subject to the terms and conditions of this Agreement; (2) Lessee shall remove all moveable trade fixtures and equipment installed in the Leased Premises by Lessee, whether or not such fixtures and equipment are fastened to the Leased Premises and regardless of the manner in which they are so fastened, provided, however, that Lessee shall fully repair damage of any kind or character occasioned by removal of any such fixtures or equipment per article 20 of the Lease Agreement; and

WHEREAS, the Lessor and the Lessee enter into this Mutual Termination of Lease Agreement ("**Agreement**") for the purpose of establishing their respective rights and obligations in relation to the early termination of the Lease Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises, the Lessor and the Lessee (individually, each a "**Party**" and collectively, the "**Parties**") covenant and agree as follows:

ARTICLE 1. Repossession of Property by Lessor

Subject to the terms and conditions of this Agreement, the Lessee shall unconditionally return the Property to the Lessor and allow the Lessor to take possession of the Property on or before the Early Termination Date of October 31, 2026. The repossession of the Property by the Lessor shall be conditional on: a) the Property being returned to the Lessor in substantially the same condition as it was at the commencement of the Lease Agreement fair wear and tear excepted; b) the Property shall be cleared of all the Lessee's property, possessions and removable items; c) unless otherwise agreed in this Agreement, any alterations and improvements made by the Lessee to the Property being removed and the Property being reinstated substantially to the condition the Property was in at the commencement of the Lease Agreement; and d) the Lessee shall remove any hazardous substances and/or material on the Property and shall resolve any issues that may fall within the jurisdiction of the Environment Protection Agency.

ARTICLE 2. Termination of the Lease

Subject to the terms and conditions of this Agreement, the Lessor and the Lessee mutually agree that all their respective rights, obligations and duties pursuant to the Lease Agreement shall be deemed to be terminated with effect from the Early Termination Date provided always that the following obligations and duties of the Parties shall not be deemed terminated: a) the Lessee's obligations and duties pursuant to Article 1; b) any liability of the Lessee that is incurred on or before the Early Termination Date arising out of the Lessee's possession of the Property pursuant to the Lease Agreement; c) the Lessee's obligation to make any repairs necessary as a result of the removal of the Lessee's fixtures from the Property and any other damage caused during the removal; and d) the termination of the Lease Agreement shall not absolve the Lessee of any obligation to pay any taxes, rent or other expenses in relation to the Property, the liability for which arises on or prior to the Early Termination Date.

ARTICLE 3. Mutual Release

3.1 Where the Lessor has fulfilled all obligations arising pursuant to this Agreement, the Lessee agrees to release, discharge and waive any claims against the Lessor arising out of or in any way connected with the Lease Agreement or this Agreement through to the Early Termination Date.

ARTICLE 4. Warranties

The Lessee makes the following warranties and undertakings to the Lessor:

4.1 The Lessee warrants that it has not assigned any part of its rights, obligations and duties pursuant to the Lease Agreement to any other party, either voluntary or by operation of law.

4.2 The Lessee undertakes to the Lessor that the Lessee shall not take any actions which may prevent the Lessor from enjoying quiet possession of the Property at any time after the Early Termination Date.

ARTICLE 5. Indemnity and Limitation of Liability

5.1 The Lessee hereby agrees to indemnify and hold harmless the Lessor from and against any claim, damage, liability, loss, cost or expense (including reasonable attorney's fees) from any party arising, directly or indirectly out of: a) a failure on the part of the Lessee to perform any of the obligations referenced in this Agreement; and b) an inaccuracy, misrepresentation or breach of any warranties or undertakings made by the Lessee and shall extend to legal actions of whatever nature arising out of such actions.

5.2 Lessor shall not be liable for indirect or consequential damages arising from any breach of contract.

ARTICLE 6. Entire Agreement

This Agreement sets out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement. There are no other conditions, promises, representations or undertakings between the Parties whether oral or written.

ARTICLE 7. Severability

The Parties agree that if any provision of this Agreement becomes invalid or unenforceable for any reason: a) the offending provision shall be removed; and b) the remaining provisions of this Agreement shall be unaffected and continue to be valid and enforceable for all purposes.

ARTICLE 8. Amendment

Any amendment to this Agreement must be mutually consented to by the Parties in writing.

ARTICLE 9. Waivers

A waiver of a breach of any term of this Agreement or of a default by any Party shall not constitute or be deemed to be a waiver of any other breach or default that may already have occurred, or which may occur. Unless consideration has been received, any such waiver shall not prevent the Party making the waiver from subsequently requiring compliance with the waived obligation or default.

ARTICLE 10. Delays, Indulgences and Omissions

A delay or indulgence or omission in exercising any right, power or remedy shall not be construed as a waiver.

ARTICLE 11. Notices

Any notice pursuant to this Agreement shall be in writing and may be sent by: (a) regular mail to the other Party at the address stated in this Agreement and shall be effective two (2) days from the date of dispatch; or (b) if permitted in the jurisdiction, by email or other means of written/printed/displayed digital means of communication and such notice shall be deemed to be effective twenty-four (24) hours after dispatch.

ARTICLE 12. Successors

The provisions of this Agreement shall be binding on the respective successors and assigns and legal representatives of the Parties.

ARTICLE 13. Force Majeure

The Parties shall not be liable to each other for any loss or damage that may arise out of a delay in the performance or non-performance of the obligations of either Party pursuant to the terms of this Agreement where the cause of the delay or non-performance is due to causes beyond the control of the Mutual Termination of Lease

Parties, including pandemic, epidemic, tempest, storm, flood, fire, sabotage, riots, civil unrest, acts and policies of any Federal or State government and/or their Agencies, power grid failure and Acts of God.

ARTICLE 14. Independent Parties

Except for the relationship of Lessor and Lessee, the Parties are independent to each other for all purposes representing and pursuing their own independent interests. Nothing in this Agreement shall be interpreted as giving rise to anything that would suggest a relationship between the Parties other than that of Lessor and Lessee.

ARTICLE 15. Costs

The Parties agree that they shall each bear their own respective costs for the preparation and negotiation of this Agreement.

ARTICLE 16. Applicable Law

This Agreement or any part of it shall be governed by, construed, and interpreted in accordance with the laws of the State of New Mexico and shall be subject to the exclusive jurisdiction of the federal and state courts located in *Los Alamos County*, New Mexico.

This Mutual Termination Agreement may be executed in two (2) counterparts, all of which are considered one and the same agreement and become effective when all counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

The undersigned have executed this Lease on the last date set forth below:

LESSEE:

LESSOR:

WINDGATE HEALING ARTS

LOS ALAMOS PUBLIC SCHOOL BOARD

By: _____
Bethany Bundy

By: _____
Sondra Wyman, President

Date: _____, 2026

Date: _____, 2026



Windgate Healing Arts, LLC

Mutual Termination Agreement



August 27, 2026

Windgate Healing Arts, LLC Mutual Termination Agreement

Current Lease Details

- ❖ Current lease effective date for lease between LAPS & Windgate: January 1, 2025 with a term of two years and three one year extension options.
- ❖ Current lease is for Suite Q2: 1,339 square feet of office space
- ❖ Windgate desires to exit their lease by October 31, 2026, two months before the term date.

Mutual Termination Procedure

- ❖ School Board Approval of the Mutual Termination Agreement between LAPS and Windgate Healing Arts

Mutual Termination Details

- ❖ The termination of the current lease is contingent upon agreement of the terms and conditions of the Mutual Termination of Lease agreement in the Board Packet

Windgate Healing Arts, LLC Mutual Termination Agreement

An assumption of the space by an existing tenant has been negotiated and will be presented to the board for approval at the next board meeting

Location: 2101 Trinity Drive, Suite Q2



9. Request for Los Alamos Public Schools
to Authorize Bank Signatures
Presented by Assistant Superintendent Mike
Johnson

10. First Read of Draft Policy on Grading
Presented by Assistant Superintendent Payne
Discussion Only

PURPOSE

The Board of Education establishes this policy to define the District's philosophy and guiding principles for grading and reporting student achievement. Consistent with the District vision and strategic plan, grades shall serve students, families, and educators as an honest and meaningful communication of learning.

PHILOSOPHY OF GRADING

The Board believes that a grade should communicate, as accurately as possible, what a student knows and is able to do relative to grade-level standards and course expectations. A student's academic grade shall reflect demonstrated content knowledge and skills. Schools should support continued learning by preserving meaningful opportunities for students to demonstrate growth and mastery over time. The Board affirms the professional judgment of teachers, who know their content, their standards, and their students best, and asks that this judgment be exercised in service of accuracy, fairness, and student growth. The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy and administrative regulation.

GUIDING PRINCIPLES

Grading and reporting practices throughout the District shall be guided by the following principles:

1. **Accuracy and meaning.** A grade should be a valid reflection of a student's learning. Practices that distort the academic meaning of a grade—inflating it or deflating it for reasons unrelated to demonstrated learning—should be avoided.
2. **Transparency.** Students and families should understand how grades are determined and should receive timely, clear information about academic progress so that they can act on it. Expectations should be communicated at the start of a course or grading period.
3. **Consistency within a course or standard.** Students enrolled in the same course should be assessed against the same standards and expectations, regardless of section or teacher. Collaboration among educators helps a given grade carry comparable meaning from one classroom to the next.
4. **Equity and fairness.** A grade should reflect a student's academic performance and demonstrated learning, rather than circumstances unrelated to learning. Students shall not receive grade penalties or rewards, such as extra credit, for non-academic compliance like bringing supplies. Every student shall have a fair and meaningful opportunity to demonstrate learning.

Application Across PK-12

These principles apply uniformly across the District and are implemented in developmentally appropriate ways at each level. The form that grading and reporting take—for example, standards-based reporting in the elementary grades and letter or percentage grades in the secondary grades—may differ, but the underlying commitments to accuracy, transparency, consistency, equity, and support for learning remain constant from Pre-Kindergarten through Grade 12.

Delegation to the Superintendent

The Board directs the Superintendent, or designee, to develop, maintain, and communicate administrative regulations and school-level procedures that put this policy into practice, including the development of specific grading scales.

Legal Reference:

NMSA 22-2-8.13

[6.29.1.9.J.7 NMAC](#)

Policy Adopted: TBD

11. Discussion on Potential New Mexico
School Board Association Legislative
Resolutions
Presented by Superintendent Guy
Discussion Only

12. Board Committees Update

13. Future Business

Tues, Sept 8, LAPS Board Meeting, LAPS Board Room
5:30 pm
Mon, Sept 14, Region II Fall NMSBA Meeting,
Hosted by LAPS
Fri, Sept 18, Homecoming Parade, 2:30 pm
Fri, Sept 18, Homecoming Game, LAPS is hosting
Cibola High School, 7:00 pm
Sat, Sept 19, Homecoming Dance, 7:00 pm
Thurs, Sept 24, LAPS Board Meeting, Chamisa
Elementary
Tues, Oct 13, LAPS Board Meeting, LAPS Board
Room, 5:30 pm
Thurs, Oct 22, LAPS Board Meeting, Los Alamos
Middle School, 5:30 pm

14. Adjournment