



Facilities Master Plan 2023 - 2028

All Students Empowered to Succeed



21st Century Public Academy

VOLUME TWO

Official Five-Year Capital Plan for the 21st Century Public Academy as required by Section 22-24, NMSA 1978 and the Public School Facilities Authority for planning the use of capital resources.

The Public School Capital Outlay Council requires that all New Mexico public school districts complete a quinquennial Facility Master Plan. The master plan is a prerequisite to be eligible to receive capital outlay assistance from the PSCOC. This Facilities Master Plan has been prepared in accordance with the requirements issued by the PSCOC/PSFA.

Acknowledgements

The district wishes to express its appreciation to the Board of Education, Administration, Staff, Parents and Community Members for their thoughtful input in the development of this Five-Year Facilities Master Plan.

21st Century Public Academy Governance Council

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21st Century Public Academy Administration

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Jeremy Peckens Principal
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21st Century Public Academy

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Section IV: Support Material

4.1: Site / School Detail

Review and update the FAD Executive Summary Report for each school site and district facility (administration building, program support facilities, etc.). The FAD Report describes the facility condition and identifies the associated capital improvement issues based on the FAD data and/or district assessments.

4.1.1: School Site and Facilities

21st Century Public Academy is wholly located at 4300 Cutler Ave NE, Albuquerque, NM 87110. The campus is ranked 539 (out of 652) on the PSCOC's wNMCI ranked list of need. This places the school facility in the top tier of all K-12 public schools in New Mexico.

21st Century Public Academy

Address:

4300 Cutler Ave NE
Albuquerque, NM 87110

Latitude: 35.10543617669388
Longitude: -106.59920983121366

Facility Areas:

Total Permanent Building Size: 52,425 Gross Square Feet
Total Portable Building Size: 3,584 Gross Square Feet
Total Facility Size: 56,009 Gross Square Feet

Campus Size: 3.77 Acres

Grades Served: 1st through 8th

Enrollment:

1st Grade: 12
2nd Grade: 22
3rd Grade: 34
4th Grade: 36

5th Grade: 42
6th Grade: 93
7th Grade: 85
8th Grade: 87

Number of Classrooms:

General: 20
SPED: 3
Science: 3
Specialty: 2

Year Constructed:

Phase 1 (1998) Complete renovation into a school in 2017 (25,367 SF)
Phase 2 (2019) Two story classroom addition & Gymnasium (27,058 SF)

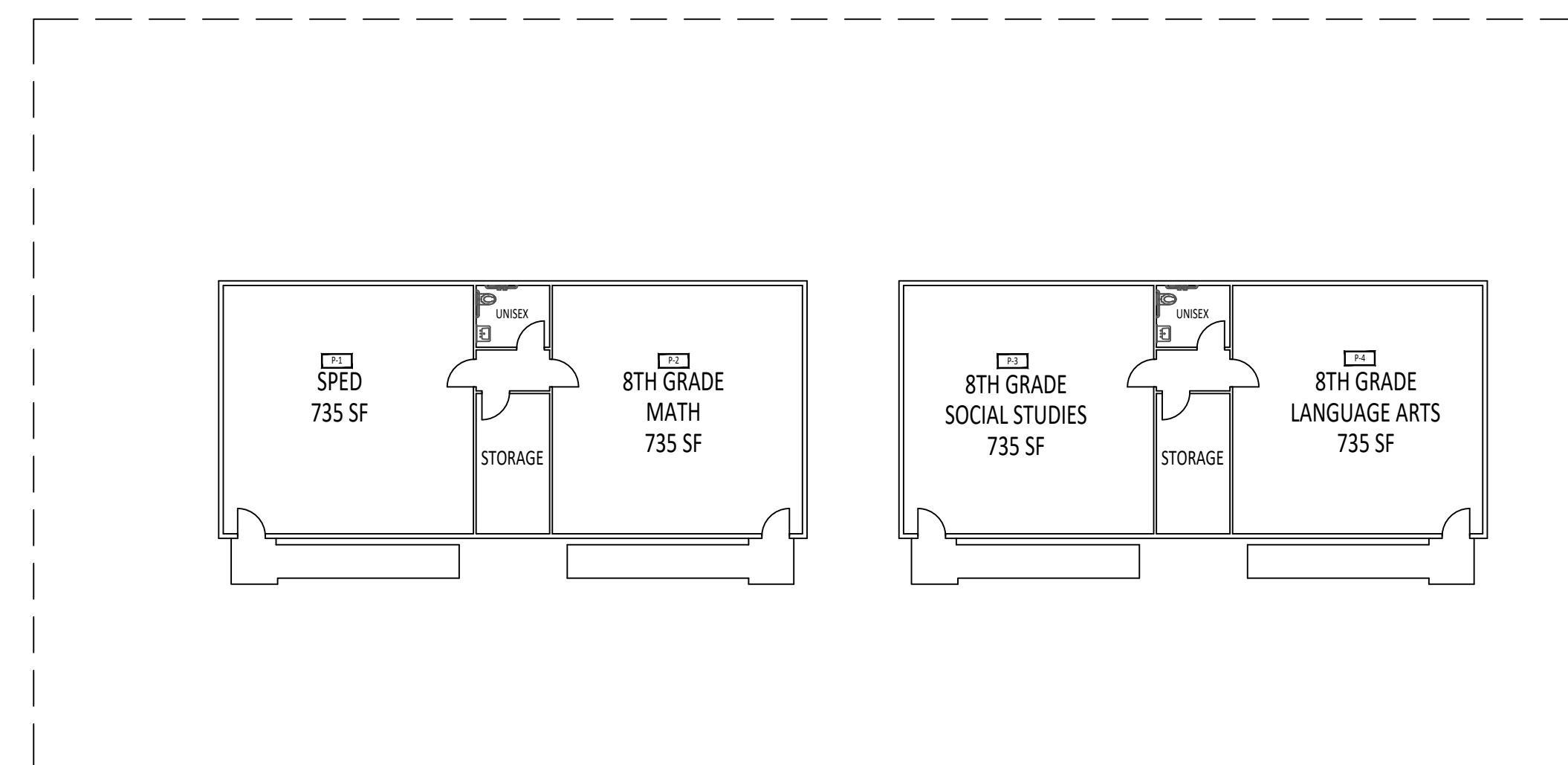
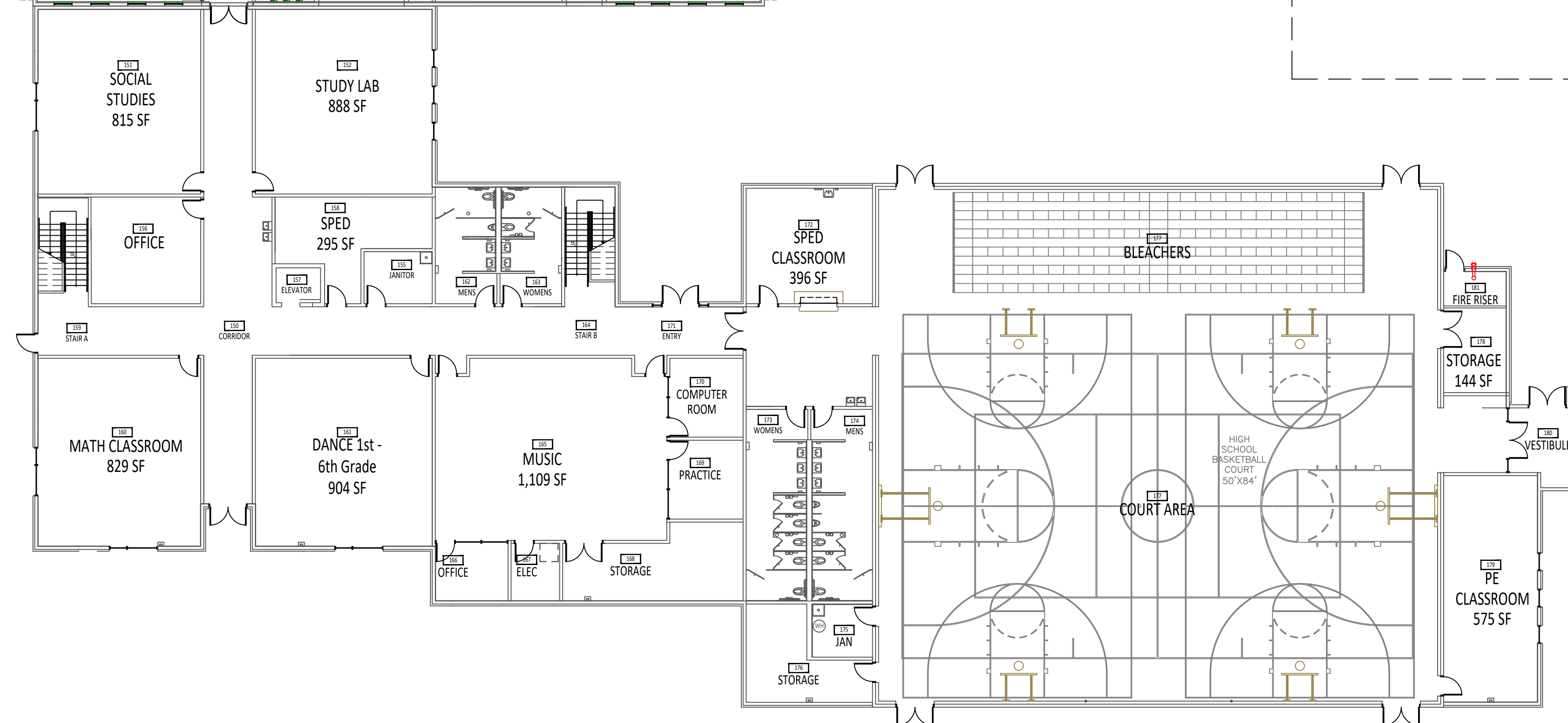
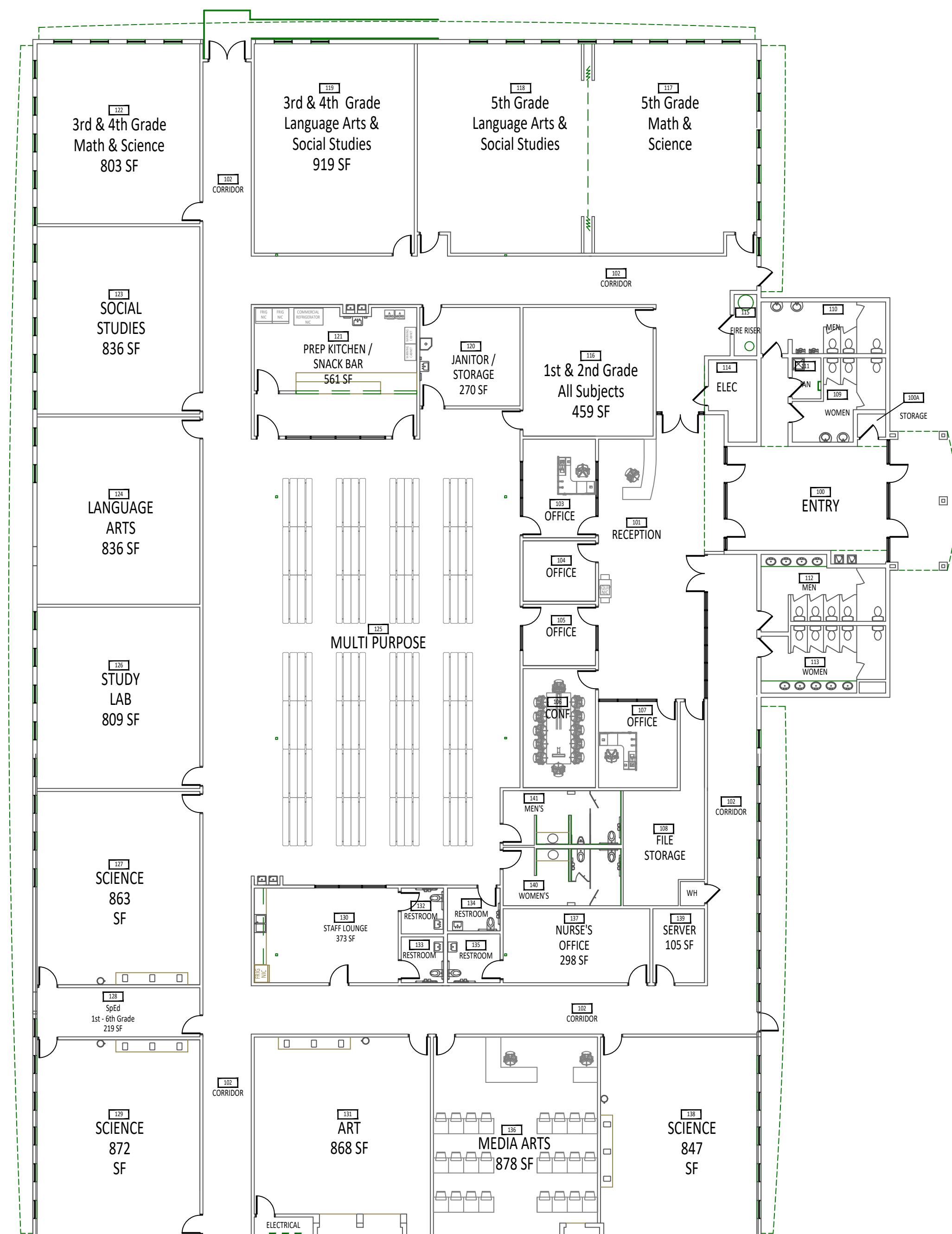
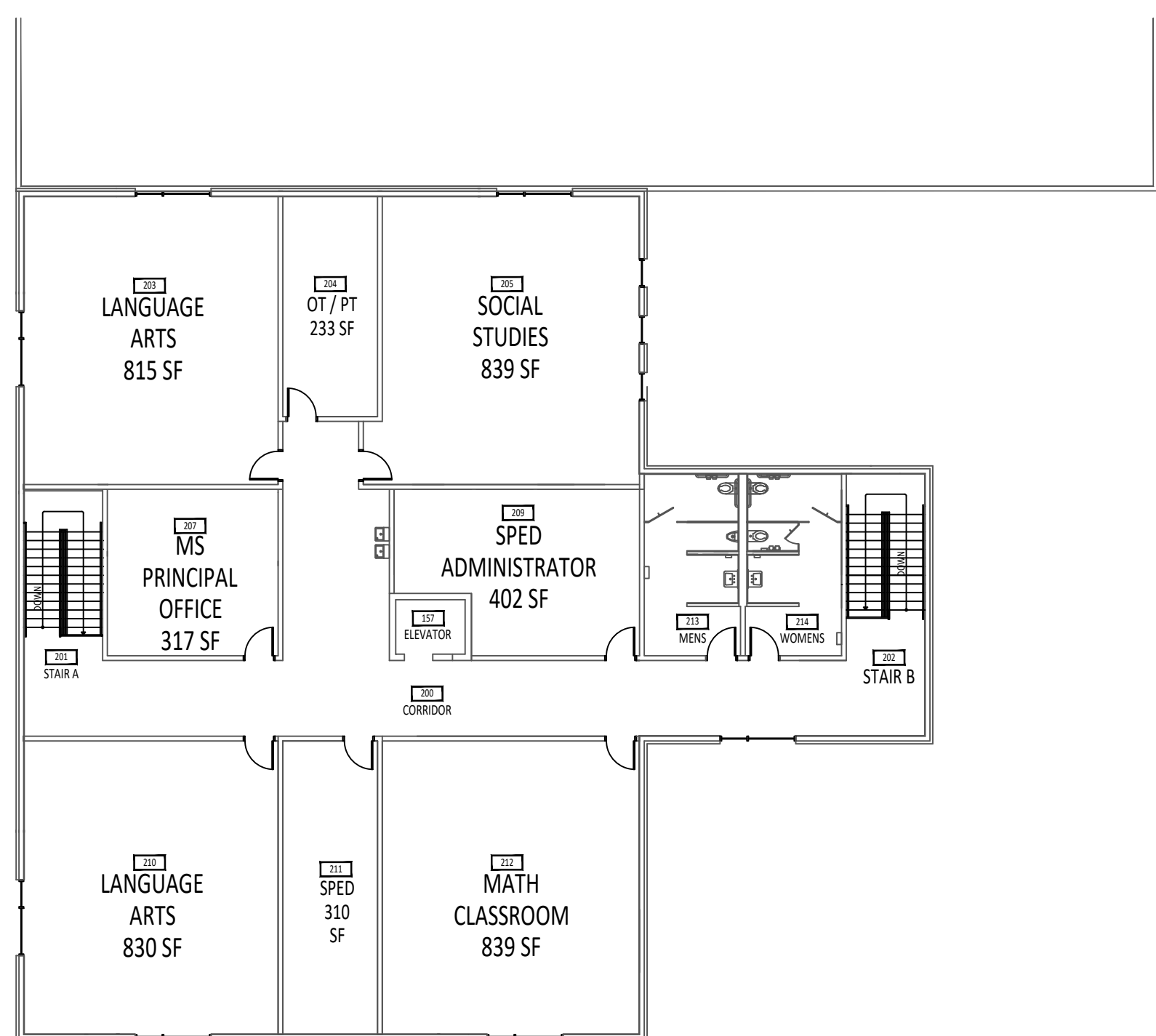


21st Century Public Academy Front



21st Century Public Academy Satellite View

21st Century Public Academy Floorplan:



Facility Description for FAD Executive Summary Report:

21st Century Public Academy is located at 4300 Cutler Ave NE in the geographic center of Albuquerque, New Mexico. It serves as one of only 15 public school campuses serving continuous first through eighth grade in the Albuquerque Public School District. The one-story campus contains 52,425 gross square feet of permanent building and 3,584 GSF of portables for a total of 56,009 GSF. Occupancy is 401 first through eighth grade students and as staff of approximately 32. Originally constructed in two phases, the original 1998 office building was completely gutted and remodeled into a school configuration in 2017. Phase two, which added a two story portion of classrooms, music room, and a gymnasium, was completed in 2019. To accurately capture repair costs, the complex was split into two permanent building assessments plus the portable classroom component.

Site: The site is approximately 3.77 acres and includes an adjacent dirt lot for outdoor activities. The school has a parking capacity of 48 including 9 handicap spaces. All paved areas are showing age related cracking and surface wear but is in decent condition. There are several sections where the pavement was cored to add utilities and then re-paved. Concrete sidewalks are in good condition with no heaving of the surface. No tripping hazard was identified. Landscaped areas include trees and xeriscaping up front and around the building. These areas are irrigated by a drip system. Site drainage is provided by a drain channel directing water from the southeast side of campus proceeding around the building on the south and west sides to pick up all building scuppers. The system is in good condition.

Structural/Exterior Closure: The building rests on spread footing foundations that are showing no signs of settlement. The building structural system uses red-iron steel. Exterior walls are constructed of metal studs and sheathing. The roof is a white TPO membrane system. Exterior doors are hollow metal with storefront surrounds. Windows are fixed, double-pane units with aluminum frames.

Interiors: Interior walls are a mixture of drywall on metal framing, and ceramic tile as wainscot in the restrooms. Portions of the facility are painted every summer on a rotational basis to achieve a four to five year complete renewal. Most ceilings are 2'x4' lay-in acoustical tile. Flooring is a blend of 2'x2' glue down commercial carpet, which is within lifecycle and in good condition, VCT in the hallway corridors, multipurpose room, commons area and some classrooms. The VCT is good condition with the school performing routine maintenance. The restrooms are also ceramic tile including the walls. Most restrooms are in lifecycle except for the original lobby entrance restrooms. Classroom doors are solid wood with a small sliver window and in good shape. Other interior doors such storefront type, kitchen, and gym are hollow metal doors in good condition. Restroom countertops and commode partitions are in good condition.

HVAC: The heating and cooling of the facility is handled by gas fired, roof top package units. The ductwork for most of the school is above the lay-in ceiling grid with distribution throughout. In the gym the return box and supply duct are visible and are painted black to match the ceiling. Serial numbers from the RTUs on the phase I asset decode to the year 2008. The two story classroom & gym addition are new from 2019. Exhaust fans are present, and bathroom ventilation is generally considered adequate by the occupants.

Plumbing: The plumbing system, except for the two un-remodeled restrooms at the school entrance, consists of new fixtures, supply, and DWV from 2017. The original restrooms are from the original building and are in good condition. Lifecycle ageing puts these ones near the end of lifecycle, but they have been very well maintained and are expected to continue to serve the facility well before renewal is required.

SECTION 4: SUPPORT MATERIAL

Electrical: The electrical system is fed from a 150 kVA transformer that delivers 277/480 V., 3-phase, 4-wire power via an 800-amp main panel. Lighting is efficient fluorescent and LED. Illumination is adequate. Emergency lighting (with battery back-up) is in corridors and emergency exit signs are illuminated. The facility has no emergency generator.

Fire Protection/ Life Safety Systems/ Accessibility: The fire alarm system consists of audible and visual annunciators in rooms, corridors, and other public spaces. The system is activated by pull stations and smoke detectors and is centrally monitored. The building has a fire sprinkler system. Egress corridors have appropriate fire separation, and interior doors on escape corridors are fire rated. The security system is comprised of door sensors, motion detectors, etc. The complex is handicap compliant.

Site Specialties: On the adjacent lot where the portables are placed, there is a two-sided, major freeway billboard complete with electrical meter-base and lighting. This is not affiliated with the school in any way and is independent of the land lease.

Facility Photos:



21st Century Public Academy 5th Grade Partioned Classroom; Language Arts, Social Studies, Math, Science



21st Century Public Academy Science Classroom



21st Century Public Academy Multipurpose Gymnasium



21st Century Public Academy Music Room



21st Century Public Academy Practice Room Example

21st Century Public Academy Capital Needs:

School Priority Rank	School Name	Location	Classification	School Priority Level	Project Name	Description	Cost	Funding Source	Funding Rank		
									Priority 1	Priority 2	Priority 3
1	21st Century Public Academy	Building Construction	Property Acquisition	1	Acquire Adjacent Building for Grade Expansion	Purchase, Remodel and furnish the Human Services-Income Support Building at 4330 Cutler Ave. NE	\$6,000,000	Bond Proceeds	\$6,000,000		
2	21st Century Public Academy	Campus	Property Acquisition	1	Install 2 eighth grade portables	Acquire two unused portables from another charter school, move and install on the 21st Century site.	\$160,000	Cash Balances	\$160,000		
3	21st Century Public Academy	Campus	Life/Health/Safety	1	Middle School playfield acquisition, development and construction	Purchase vacant lot adjacent to the school, develop and construct a middle school athletic field and playground complete with fencing, lights and a storage building.	\$1,500,000	Bond Proceeds	\$1,500,000		
4	21st Century Public Academy		Building Adequacy/Instructional Support	1	Technology Connectivity	Install infrastructure to allow connectivity of phones, intercom, security, internet and fire systems from the second building to the existing school building and systems.	\$250,000	E-Rate	\$250,000		
5	21st Century Public Academy	Campus	Adequacy	1	Elementary playground	Construct an elementary playground to the south of the existing building. The playground to include the demolition of existing asphalt and replace with soft surface. Project to include playground structure, shade structure, tables and benches, and fencing.	\$350,000	HB-33	\$350,000		
6	21st Century Public Academy	Campus	Life/Health/Safety	1	Perimeter fencing	Construct a steel tube fence along the perimeter of the campus w/ motorized gates. Approximately 2,000 feet	\$250,000	SB-9/ SB-33	\$250,000		
7	21st Century Public Academy	Playground	Life/Health/Safety	1	Landscaping	Install landscaping in dirt playground areas	\$15,000	SB-9	\$15,000		
9	21st Century Public Academy	Campus	Life/Health/Safety	1	Security and lighting	Install cameras and exterior lighting on the second building and playground areas.	\$250,000	Bond Proceeds	\$250,000		
10	21st Century Public Academy	Building	Property protection	1	Stucco repair	Minor repair of damaged stucco	\$20,000	SB-9	\$20,000		
*	21st Century Public Academy	Building	Facility Upgrade	1	HVAC Replacement	Replace RTUs over the original building and connect AHU already in place.	\$400,000	Cash Balances/ SB9 Dept of Trans	\$400,000		
8	21st Century Public Academy	Perimeter	Life/Health/Safety	2	Crosswalk	School crosswalk on Cutler Ave NE	\$10,000		\$10,000	\$10,000	
11	21st Century Public Academy	Phase 1 Area	Energy efficiency	3	Light Replacement	Install LED lighting to replace current lighting in the phase 1 area	\$40,000	SB-9/ HB-33	\$40,000		\$40,000
12	21st Century Public Academy	East side entrance	Facility Upgrade	3	Remodel four original restrooms	End of lifecycle renovation.	\$50,000	SB-9/ HB-33	\$50,000		\$50,000
13	21st Century Public Academy	Roof	Facility Upgrade	3	Solar Array	64 KVA Photovoltaic array to be installed on roof.	\$500,000	Legislative Appropriation	\$500,000		\$500,000
							\$9,795,000		\$9,195,000	\$10,000	\$590,000
							\$9,795,000		\$9,195,000	\$10,000	\$590,000
							TOTAL				

* Donorates projects already underway or completed

The 21st Century Public Academy' Preventive Maintenance Plan is included in its entirety at the end of section 4.1.

21st Century Public Academy FMAR Reports:



New Mexico Public School Facilities Authority

Partnering with New Mexico's communities to provide quality, sustainable school facilities for our students and educators.

Published on *NM-PSFA Factor-6 Portal* (<https://f6.nmpsfa.org>)

[Home](#) > [Clone of Maintenance Master](#) > [Webform results](#) > Submission #10425

Assessment Status
Active

FUID
0010272020

District ID
001

Year
2020

District
Albuquerque

School
Twenty-First Century Public
Academy

School ID
001027

FMA Date 11/17/2020 **Weather** 60 degrees, winds 0-15 MPH,

PSFA Reps jkneeland **District Reps** Jim Richardson

Site

View Media	View Media	View Media	View Media	View Media	View Media
Roadway/Parking	Site Utilities	Playgnd/Fields	Site Drainage	Sidewalks	Grounds
Weight 3	Weight 5	Weight 5	Weight 8	Weight 2	Weight 2
Perf. Level Good	Perf. Level Satisfactory	Perf. Level Good	Perf. Level Good	Perf. Level Good	Perf. Level Good
Performance -0.95	Performance -1.89	Performance -0.95	Performance -0.95	Performance -0.95	Performance -0.95
Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None
Score -2.85	Score -9.45	Score -4.75	Score -7.6	Score -1.9	Score -1.9

Comments Roadway/Parking

The parking lots and student drop off lane was in good condition. The surface was in satisfactory condition. The striping was in good condition and signage was in good condition. There were areas with minor cracks in the parking lot. There were no signs of graffiti in the parking lots. Recommend: Parking systems should be in good physical condition with evidence that components are routinely cleaned and maintains. Asphalt / Concrete area should be clear of excessive debris or trash. Directional parking, handicap systems, general stripping and signage should be effectively and well installed. Trees and other environmental components should be routinely maintained. Graffiti should be removed in a timely manner. Fire lanes should be visible and accessible, safety, risk hazards or physical property damage should be mitigated to prevent damage or risks.

Comments Site Utilities

Site Utility areas were in good condition. The Electrical boxes were locked but 1 exterior pannel pull handle was not locked. The gas lines were not protected by fenced in areas or with ballards. Recommendations: Maintain a three-foot clearance around all site utilities. Ensure components are in good physical condition, secure (locked & physically protected), well kept, clean, labeled with evidence of maintenance.

Comments Playgrounds/Fields

There was no playground or playing fields at this facility.

Comments Site Drainage

Water from the roofs are gravity drains. Drainpipes were in satisfactory condition. Water drains to landscaping and to the drainage pond located on the west side of the facility. Recommendation: investigation into if some kind of chemical was deposited into the north side drain behind the library building. Review for potential ponding or active erosion around facility. Identify if drainage systems are functioning properly. Remove, replace or add splash blocks in order to prevent future flooding. Keep drainage channels clean.

Comments Sidewalks

The sidewalks at this facility were in good condition. There were signs of cracking. There were no signs of pitting or spalling at this facility. There was no signs of lifting. Recommendations: Review for trip hazards, holes, excessive pitting, sidewalk cracks or lifting. Identify tripping or physical hazards. Identify any excessive spalling of concrete. Identify safety/risk hazards or property damages. Follow manufactures direction for the use of ice melt on concrete walk ways as inclement winter weather approaches.

Comments Grounds

The grounds at this facility were in good condition. The landscaping was in good condition, There were no signs of nuisance pest at this facility. The parking areas were in good condition. There was no signs of graffiti. Recommendation: Check for sprinkler water leaks, tree, shrub and branch management (grooming). Fencing and gates are operational with no evidence of damage. Review for weed control, landscape materials installed effectively and properly. Identify damage or graffiti, check for trash or excess stored materials.

Exterior

View Media	View Media	View Media	View Media
Windows/Caulking	Walls/Finishes	Entry/Exterior Doors	Roof/Flashing/Gutters
Weight 3	Weight 5	Weight 7	Weight 10
Perf. Level Good	Perf. Level Good	Perf. Level Good	Perf. Level Satisfactory
Performance -0.95	Performance -0.95	Performance -0.95	Performance -1.89
Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors Minor x 1.5
Score -2.85	Score -4.75	Score -6.65	Score -28.35

Comments Windows/Caulking

The Windows at this facility were in good condition. The screens were in good condition. The windows at this facility were clean. The caulking was in good condition. The frames were in good condition. The window covering were in good condition in the offices and classrooms. Recommendations: Check for splitting or deterioration of window seals, frames and caulking. Check window seals. Review for broken windows, frames and vandalism. Check for proper operation.

Comments Walls / Finishes

The exterior walls of the facility were in good condition. The building joints and seems were in good condition. The transition from building to ground was in good condition. The wall finishes were in good condition. Recommendation: Check for cracks

and damage or splitting in the exterior finish and trim. Check for holes, physical or water damage. Check building transitions and joints for proper seal and filling. Review for vandalism.

Comments Entry / Exterior Doors

The Exterior doors did operate properly; they open, close and latch as required. All the handicap doors were found to be in working condition. Hardware, handles, and locks are in good working condition. The weather seals and sweeps were in good condition. Recommendation: Do not use rocks to prop doors open, rocks can damage finish and fatigue the metal on the doors and also become non-compliant for security of the facility. Check general conditions such as frame & hardware for physical damage. Check the integrity of the door and the finish.

Comments Roof / Flashing /Gutters

The roofs of this facility was TPO. There was no signs of bubbling. The drains were clear of debris. The walking mats were in good condition. There was a 5-gallon container of hazardous material and 2 pieces of plywood on the roof over the 2nd floor classrooms. There was two pieces of metal bars possible grounding rods on the roof over classroom 127. The roof hatches were in good condition. Recommendations: Check for evidence ponding or erosion. Check for covers on the drains and proper drainage. Check the condition of parapets. Check for debris or equipment that needs to be removed. Check for wear and tear, deterioration or physical damage. When maintenance is conducted on the roof top units ensure that all material is taken down from the roof to prevent damage to roofs. Trimming trees back deters vandalism, safety and security of the facility.

Interior

View Media	View Media	View Media	View Media
Walls/Floors/Ceilings/Stairs	Interior Doors	Restrooms	Housekeeping
Weight 3	Weight 3	Weight 3	Weight 4
Perf. Level Good	Perf. Level Good	Perf. Level Good	Perf. Level Satisfactory
Performance -0.95	Performance -0.95	Performance -0.95	Performance -1.89
Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors Major x 3.5
Score -2.85	Score -2.85	Score -2.85	Score -26.46

Comments Walls / Floors / Ceilings / Stairs

The interior walls at this facility were in good condition. The wall finishes were in good condition. The classroom floors were tiled and carpeted, which were in good condition. The hallways were tiled in good condition. Office spaces were carpeted which was clean and in good condition. The gym floor was in good condition. The ceiling tiles were good except classroom 127 did have some stained tiles. Recommendations: Walls: Check for cracks or splitting in the finish (paint etc.), water damage, bubbling, holes, physical or water damage. Review for vandalism. Floors: Check for overall condition and cleanliness; physical damage and trip hazards. Flooring, baseboards intact and undamaged, Ceilings: Check for general condition: stained, broken or missing ceiling tiles. Insure 36 inches of clearance around fire sprinklers and vent diffusers. Stairs: Are they intact and surface is clean; no physical damage. Are handrails present with no trip hazards? Carpets: No tearing or stretching areas causing trip hazards. Identify safety or risk hazards.

Comments Interior Doors

The interior doors at this facility were in good condition. The door finish were in good condition. Doors at this facility operated properly, closing fully and latching. The doorframes were in good condition. Doors with windows in them were in good condition. Recommendation: Check conditions such as frame and door hardware for physical damage. Check the seal around the doors. Check that all doors closures and latching hardware work and lock properly.

Comments Restrooms

The restrooms at this facility were in good condition. The fixtures were in good condition. The sensors for the sinks were in good working condition. The sinks all had hot water available. All toiletries were in good condition. There was no signs of any water damage to fixtures. The ventilation systems was working as designed. The lighting was operational. The ADA handrails were intact and in good condition. The privacy partitions were in good condition. There were no sign of graffiti in any of the restrooms assessed at this facility. Recommendations: Check that faucets, fixtures, dispensers (soap/toiletries) devices working per design and that hot/cold water are available. Check sinks and toilets for cracks. Check for water damage. Check that hardware on privacy doors are working by design. Are vents & light fixtures clean and working properly.

Comments Housekeeping

The classroom areas, hallways, restrooms and office spaces were clean. The vent diffusers were clean in classrooms. The window sills were clean and free from obstructions. The custodial closets were clean. The art classroom had paint containers not properly stored on the tables. The west side storage room under the stairwell had several improperly stored 5-gallon paint containers. Recommendation: Do not store material close to the ceiling tiles. 18 inches is the recommend space from material to the ceiling in order for sprinklers systems to work correctly in case of a fire. Store hazardous material in Hazmat lockers. Check for evidence of general completion of housekeeping protocols such as: cleanliness of restrooms return air vents, high dusting, light fixtures, duct diffusers, window sills, and lockers. Check for proper use of custodial closets and appropriate storage of hazardous chemicals.

Systems

View Media	View Media	View Media	View Media	View Media	View Media	View Media	View Media
Elect. Dist.	Lighting	Fire Protect Sys	Equip. Rooms	HVAC	Air Filters	Kit. Equip/Refrig	Plumb/Water F
Weight 3	Weight 5	Weight 10	Weight 2	Weight 10	Weight 5	Weight 2	Weight 6
Perf. Level Poor	Perf. Level Good	Perf. Level Satisfactory	Perf. Level Satisfactory	Perf. Level Good	Perf. Level Satisfactory	Perf. Level Good	Perf. Level Satisfactory
Performance -3.77	Performance -0.95	Performance -1.89	Performance -1.89	Performance -0.95	Performance -1.89	Performance -0.95	Performance -1.89
Deficiency Factors Major x 3.5	Deficiency Factors None	Deficiency Factors Minor x 1.5	Deficiency Factors Major x 3.5	Deficiency Factors None	Deficiency Factors None	Deficiency Factors None	Deficiency Factors Minor x 1.5
Score -39.59	Score -4.75	Score -28.35	Score -13.23	Score -9.5	Score -9.45	Score -1.9	Score -17.01

Comments Electrical Distribution

Electrical rooms were locked so that students do not have access to the rooms. The electrical panels were cleaned and labeled. The electrical room by classroom 116 one of the panels had blue tape on the breaker switch. The electrical room inside the Art room had four missing breakers in Panel B sec2. There was no material stored in front of the electrical panels. There were no surge protectors being used as extension cords. Recommend: Maintain a three-foot clearance around all electrical panels. Do not use extension cords with surge protectors and not to use surge protectors as extension cords. Lock electrical panels that are accessible to students in hallways and classrooms to prevent tampering or damage to the facility.

Comments Lighting

Light fixtures throughout the facility were clean and in good condition. Outside lights were in good condition, there were some lights that were on. Emergency lighting was operational in this facility. Exit lights were operational. Rest room lighting was clean and adequate. Recommend: Check that lighting is adequate. Determine if a trend of non-working devices is evident. Review lighting conditions in classrooms, closets, mechanical & electrical rooms, gymnasiums, bathrooms, office settings. Check outside lights during night time to assure correct function of photo cells. Check on emergency lighting monthly to ensure that they are operational. Clean and replace lens which have become cloudy due to sun exposure.

Comments Fire Protection Systems

The fire alarm system was in normal mode at this facility. The extinguishers were getting the annual inspection done In August 2020. Monthly inspections are not being conducted. Emergency exit maps were available in each room with two routes planed

out. Exit lights were operational. Fire annunciators and pull handles were not obstructed. Recommendation: Alarm System checked in past year and is it current & cleaned with no obstructions or alarms and in normal working order. Check Fire Extinguisher for current monthly inspections and annual maintenance. Are they accessible, mounted well, unobstructed and clean? Do not store extinguishers standing up. If the fall they could become a missile hazard. Are exit lights and emergency lighting devices functioning, visible and free from obstructions? Check for 18-inch sprinkler clearance. Check that sprinkler maintenance is being completed.

Comments Equipment Rooms

The Custodial rooms and storage rooms did not have hazardous material stored in them. The custodial closets were clean. Storage rooms were clean and organized the west side storage room under the stairwell did have several 5 gallon cans of paint improperly stored. The mechanical rooms were in good condition. Recommendations: Identify safety, inappropriate storage and or risk hazards around mechanical equipment with signage, floor marking or striping off areas around mechanical and electrical panels to maintain 3 ft. clearance in addition to providing safe and proper accessibility to equipment.

Comments HVAC

The roof top units were in good condition. The belts were in good condition. The vent diffusers were clean and free of obstructions in classrooms and office spaces. The thermostats were in good condition. Recommendation: Do not obstruct vent diffuser in office or classroom spaces. Ensure units are closed up after any all maintenance is conducted on units.

Comments Air Filters

The air filters were showing signs of needing change. There were no change of dates visible. The filters were installed correctly. Recommendation: When changing filters ensure all filters are changed. Properly secure filters in place on the racks and properly secure doors and hatches of units to prevent damage to units. Date filters so that they are visible upon opening units. Follow manufactures recommendations on filter sizes and change out procedures.

Comments Kitchen / Refrigeration

The kitchen was clean and organized. The kitchen is used as a warming kitchen. There were no walk-in units or food storerooms. The lighting system was in good condition. The cafeteria area was clean. Recommendation: Check overall cleanness condition of the kitchen.

Comments Plumbing / Water Heaters

There was hot water available. The sinks were clean and free of debris. The faucets were in good condition. The drinking fountains were nonoperational due to COVI-19 . The water heaters were in good condition and did not have material stored on or around them. The emergency eye wash stations were operational. They did not have the weekly testing sheet sign off completed and did not have the three-foot clearance around them. Recommendation: Check all for proper operation. Identify safety, inappropriate storage and or risk hazards around hot water heaters with signage, floor marking or striping off areas to maintain 3 ft. clearance in addition to providing safe and proper accessibility to equipment. Emergency eyewash station water should be turned on and tested and record weekly during school year.

Calculation

-229.84

21st Century Public Academy Technology Plan

21st Century Public Academy understands that technological advancement never stops. The district recognizes that every student must become a proficient user of technology as it has transformed the world into an interconnected system that affects and influences how we work, learn, develop and grow. With this understanding, the district has put forth the effort to be constantly improving infrastructure and investing in all components, both software and hardware. The district is engaged in process and content delivery improvements in order to provide the students with a state of the art platform for 21st century learning.

Goals and Objectives:

21st Century Public Academy has already achieved its goal of connecting all areas of campus together and with the world via its high speed network of servers, switches and wireless access points. There are multiple network connections in each classroom, administrative spaces, common areas, and alternative learning spaces. Throughout the school, all students are provided access to computer labs, laptops or tablet devices, internet and other technology resources as needed to keep students fully connected with the educational program.

21st Century Public Academy has identified the following objectives regarding technology:

- 21st Century Public Academy will leverage all available funding to support the planning, development, and execution of the Technology Plan.
- Improve learning via appropriate technologies and demonstrate this outcome on standardized tests.
- Increase student performance to prepare students to succeed economically.
- The school will continue to provide universal access to high speed telecommunication for students and staff.
- Enable systems that will accurately measure academic progress.
- Ensure that any curricula being considered for purchase by 21st Century Public Academy will also include a plan to integrate content as it relates to this technology plan.
- Develop technology based reading programs to deliver content.
- Utilize technology based research methods to prepare students for an electronic future.
- Develop processes to enhance differentiated instruction.
- Make content customizable and allow teachers to personalize learning.
- Maintain traditional methods of delivering educational content for special needs students where applications such as Canvas are not appropriate.
- The school will ensure the software, equipment, and connectivity all meet the standard for participation in Higher Ed distance learning and dual credit programs.
- Conduct technology assessments of staff in order to ensure any knowledge gaps identified are quickly remedied.
- Provide continuing education for teachers so that they are prepared to incorporate technology in the classroom as effectively as possible.
- Develop a timetable for the upkeep and replacement of technology equipment on a rotational basis.

- 21st Century Public Academy will continue to offer remote learning programs that arose due to the pandemic. The school will enhance the program by focusing on lessons learned and incorporating feedback from important stakeholders, students and parents.
- 21st Century Public Academy will improve response time to complete maintenance work orders via the Dude Solutions software package and incorporate technology based trouble shooting of malfunctioning building systems.
- 21st Century Public Academy will improve safety by growing its investment in surveillance cameras, electronic door control and access measures, and public address communications.
- 21st Century Public Academy will safeguard its data, using all available means against electronic intrusion as well as configuring an offsite disaster recovery option for backing up data.
- The school will stay fully informed regarding technologies being developed and currently in the pipeline.

21st Century Public Academy administration has designated that the Technology Department will be responsible for:

- Maintenance & configuration of the school's computers, laptops, Chromebooks, iPads and network equipment (servers, switches, wireless access points, etc.)
- Maintenance & configuration of the school's phone system and centralized voice mail including all extensions and all school mobile phones.
- Maintenance & configuration of the student and staff accounts with online backed up storage.
- Application & documentation for the E-Rate Federal Program
- Application, implementation, & documentation of the various technology grant programs.
- Development, coordination, & implementation of the school's Long Range Technology Plan and Authorized Use Policies.
- Application, coordination, & implementation of various technology grants.
- Maintenance of the school Web Site and email communications systems including filtering and archiving.
- Maintenance of the school Internet usage through web filtering for CIPA compliance, and bandwidth modulation for educational program prioritization, distance learning, etc.
- Maintenance & configuration of all software packages for use on devices, including multiple operating systems.
- Training and/or coordination of training for all school software packages for teachers & staff.

The following table outlines the funding sources for accomplishing this Technology Plan:

SECTION 4: SUPPORT MATERIAL

21st Century Public Academy Technology Funding Sources		
Funding Source	Amount	Usage
E-Rate	\$29,547	Telecommunication/Internet
SB-9	\$5,000	Software
CRRSA, ESSER II	\$49,060	Software
Operational Fund	\$68,505	Software, Hardware, IT Support Services, Telecommunication and Hardware

The following table outlines the Technology Plan's annual execution and estimated costs per year:

21st Century Public Academy Technology Plan Costs				
Equipment	Year	Quantity	Cost per Unit	Total Cost
Campus Core Switches & Firewall Upgrade	2024	2	\$28,400	\$56,800
Student Device Renewals - 20% Annually	2023-2028	500	\$200	\$100,000
Camera, Electronic Access Controls, Vestibules	2024 & 2025	2	\$43,312	\$86,624
Software Purchases, Maintenance Agreements, IT Support	Annually	5	\$68,000	\$340,000
Integrated Public Address & Telecommunications Systems	2025	1	\$15,501	\$15,501
Staff Device Renewals - 25% Annually	2023-2028	60	\$1,000	\$60,000
Total Anticipated Technology Costs, 2023 - 2028:				\$658,925
Average Anticipated Annual Cost:				\$131,785

21st Century Public Academy Energy Management Plan**POLICY**

The 21st Century Public Academy policy goal is to save scarce resources without infringement upon the educational mission of the school. Effective energy management is a responsibility of all school personnel. Additionally, 21st Century Public Academy intends to install a direct digital control system as it progressively upgrades its mechanical systems.

PROCEDURE

The school is currently undergoing an HVAC renovation which will replace all the roof top package units on the 1998 construction with energy efficient ones. The plan is to contract with a Building Automation Services (BAS) vendor to provide single-point monitoring and control of the HVAC, lighting, energy management and environmental controls.

The school has replaced all older magnetic ballast fixtures with energy-efficient ones during the 2017-2019 projects. The recently constructed 21st Century Public Academy phase II project used occupancy sensor lighting controls. The school building has thermal insulated glazing.

The school will continue to apply energy-saving strategies in conjunction with cyclical systems renewal, additions and renovations as funding becomes available.

The 21st Century Public Academy has adopted a Formal Energy Conservation program organized as follows:

A. Lighting

1. During work hours, all lighting will be turned off in any area that is unoccupied, with certain exceptions. These exceptions include corridors, stairwells, exits required by building code, and in areas with slow-start lighting. Slow-start lighting areas should be turned off if area is to be unused for four hours or more.
2. After normal work hours, all lighting will be turned off in unoccupied areas.
3. The following standard lighting levels shall be maintained:
 - a. Classrooms and offices – 50 foot candles
 - b. Corridors – 20 foot candles
 - c. Storage – 10 foot candles
4. Lights in mechanical, electric, custodial, storage and other service rooms are to be turned on only while someone is occupying the room.
5. Room lights are to be turned on by the user, not in advance by the custodian.
6. If daylight in a room eliminates the need for lights, the lights should be turned off.
7. Office lights are to be turned off during breaks, at lunchtime, and for any period of time when the office is not occupied.
8. Under no circumstances will decorative lighting be permitted.
9. Only exterior lighting that provides illuminations for safe entry into the building or access to parking lots will be permitted, and only during hours required for activities and security.

B. Temperature Control:

1. Temperatures are to be maintained between 70 and 75 degrees during both heating and cooling seasons. Special consideration may be given to certain preschool and special education classrooms, if necessary.

2. Personnel will not obstruct unit ventilators, ventilation ducts or return air grills with books, charts, furniture, plans, etc.
3. All windows and doors must be kept closed during the heating season and in areas with refrigerated air conditioning in operation.
4. Usage of entrances and exits to all buildings shall be limited where possible to prevent heating/cooling loss.
5. Broken windows, doors, etc. shall be reported immediately and repaired in a timely manner.
6. Unauthorized personnel or students found tampering with temperature regulating devices such as thermostats or control valves will be subject to disciplinary action.
7. Portable space heaters of any kind are banned from use within school facilities as a matter of safety, except where provided by the Maintenance Department.
8. Employees and students are encouraged to wear sweaters, sweat shirts, or similar clothing when it is apparent that the heating plant is not uniformly maintaining the desired temperature throughout all sections of a school facility.

C. Scheduling

1. Small group activities will not be scheduled in large areas such as auditoriums, gymnasiums, or multi-purpose rooms. Use of such areas will be coordinated with the custodial staff to allow reduced lighting, heating and cooling during periods of nonuse.
2. At the end of the school or office day, all windows shall be closed, the blinds or shades drawn the distance from the top of the window to the window sill, and the lights turned off. Cleaning staff will turn lights on only for the period when a specific area is being cleaned.

D. Other

1. Hot water for washing and showers will be maintained at 105 degrees. Food service operations requiring higher temperature levels by code shall use a separate heater or booster.
2. Refrigerators and/or similar appliances shall be limited in their use to certain designated areas as determined by the principal or similar facility authority.
3. Electric air deodorizers are not authorized in the classrooms or buildings except as described for COVID air scrubbing protocols.

E. Summer Energy Tips

1. Remember to unplug all vending machines (drinks and snacks) and to remove any food that will spoil. If more than one refrigerator is in use, combine contents into one refrigerator and unplug those that are empty.
2. Turn off all pilot lights for the heating system and water heaters if not needed.
3. Limit unnecessary access to building.



Preventive Maintenance Plan 2021

21st Century Public Academy
4300 Cutler Ave NE
Albuquerque, New Mexico 87110
Contact Information: 505-254-0280

James L. Schaefer 11/23/20
Facilities Manager Date

Mary Sarango 11/19/20
CEO Date

Virginia M. Muzik 11-19-2020
Governance Council President Date

Other Date




21st Century Public Academy

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- 1.0 District Preventive Maintenance Purpose/Objectives/Scope & Mission Statement
- 2.0 District Maintenance Goals
- 3.0 Maintenance Organization Structure and Staffing Responsibilities
- 4.0 Maintenance Priorities and Procedures
- 5.0 Inspection and Maintenance Schedules
- 6.0 Scheduled Preventive Maintenance Tasks
- 7.0 Established Custodial Duties and Responsibilities
- 8.0 District Facilities and Equipment
- 9.0 Planned Major Maintenance and Repair Projects
- 10.0 Maintenance Staff Development Plan
- 11.0 Maintenance Safety Plan
- 12.0 Service Contract and Vendor Oversight
- 13.0 Facility Master Plan Assessment
- 14.0 Facility Safety Assessments
- 15.0 Maintaining Equipment Records
- 16.0 Maintenance Management Reports
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- 18.0 Building Property Assessments
 - a. NMPSFA Facility Maintenance Assessment Reports (FMAR New 2016)
- 19.0 Groundskeeping Plan – School Developed
- 20.0 Integrated Pest Management Program (IPM)

State Statute Requirements

Recommended Industry Standard and/or best practice

 <p>21st Century Public Academy</p>	<p align="center">Preventive Maintenance Plan Introduction, Purpose, Mission and Policy Statement</p>	<p align="center">Policy # 1.0</p>
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INTRODUCTION

The superintendent, or designee, of schools is responsible for maintaining safe, clean and attractive school facilities and grounds. The superintendent shall keep the board of education advised of short range and long range needs and shall advise the board as to the appropriate sources and balances of funding from operational funds, bond issues, capital improvements, and any other applicable state or federal procurement methods.

A program to provide effective security for all school property, including vandalism and protection is to be developed and periodically reviewed.

It shall be the responsibility of the superintendent to ensure that the safety of students and employees is a primary consideration in the development and maintenance of school facilities, school grounds, and other facilities of the district, and in the planning and implementation of all school programs and activities. All employees, students, and patrons are encouraged to be safety conscious and to make recommendations to the administration for the improvement of safety elements.


MISSION / VISION

It is the mission of 21st Century Public Academy to continually search for positive learning experiences that enrich students and staff. Whenever possible, these lessons will take place in the arena in which they are practiced.

21st Century Public Academy will provide experiences, situations, and opportunities for students to develop talents and to understand their role in the community. The body, mind, and spirit of each person will grow through lessons learned at school. Students will acquire a sense of personal responsibility, independence, and community interdependence.

The purpose of the 21st Century Public Academy Schools Preventive Maintenance Program is to ensure that the physical condition, educational suitability and physical infrastructure of all public school facilities in New Mexico meet an adequate level statewide and the design, construction and maintenance of school sites and facilities encourage, promote and maximize safe, functional and durable learning environments in order for the state to meet its educational responsibilities and for New Mexico's students to have the opportunity to achieve success.

In addition, the preventive maintenance program will develop systematic and comprehensive methods for the development and effective implementation of an equipment management

 21 st Century Public Academy	<p style="text-align: center;">Preventive Maintenance Plan Introduction, Purpose, Mission and Policy Statement</p>	<p style="text-align: center;">Policy # 1.0</p>
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program for the district to provide a process for meeting or extending the service life of facility equipment, systems and components, conducive to the needs of the students and teachers learning environments.

This program contains all of the detailed procedures associated to the facilities preventive maintenance program. If effectively implemented, will meet state statute maintenance guidelines and effectively manage the costs associated with maintenance and operations. Any changes to procedures or preventive maintenance guidelines shall be reviewed and approved by the maintenance supervisor or designee.


DESCRIPTION

The preventive maintenance program is the core for effectively managing maintenance programs for facilities. The program provides the maintenance organization with means to plan, acquire, organize, direct, control and evaluate manpower and materials resources expended or planned for expenditure in support of the district's maintenance and mission statement. The District leadership, maintenance supervisor and maintenance personnel must recognize the importance of the program and understand their role in assisting management to maintain the reliability of critical systems and building components at designed levels of reliability.

POLICY

The 21st Century Public Academy School has created a preventive maintenance plan to ensure the district properly maintains its facilities, mechanical systems and equipment so they are efficiently operational providing a comfortable and safe environment for its students, staff, visitors and guests by performing frequency scheduled routine maintenance. This Preventive Maintenance Plan is an overview of the Districts program.

It is the policy of the 21st Century Public Academy School to utilize a written process to implement an effective and quality preventive maintenance plan inclusive of specific and unique equipment inventory and preventive maintenance schedules. 21st Century Public Academy will utilize a written process in addition to School Dude "CapitalForecastDirect" and "Asset Essentials Core" software.

 21 st Century Public Academy	<p style="text-align: center;">Preventive Maintenance Plan Introduction, Purpose, Mission and Policy Statement</p>	<p style="text-align: center;">Policy # 1.0</p>
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OBJECTIVES

The primary objective of the preventive maintenance program is to manage maintenance processes in a manner, which will ensure maximum equipment operational reliability. The intermediate objectives of the districts preventive maintenance program are as follows:

- a. Achievement and participation of a uniform maintenance standard and criteria.
- b. Effective use of available manpower and material resources.
- c. Documenting information relating to maintenance and maintenance support activities.
- d. Improvement of maintenance and reliability of utility systems and equipment by provision of documented maintenance information and analysis.
- e. Providing a means for reporting building configuration changes
- f. Effective and responsible use of resources and materials.
- g. Reduction of the costs through development of effective PM programs to prevent accidental material damage to systems and equipment.
- h. Provide the means to schedule, plan, manage and track maintenance activities.
- i. Provision of data on which to base improvements in equipment design and spare parts.
- j. Create effective policies and programs in support of a quality and safe maintenance culture.


SCOPE

This preventive maintenance program is fully applicable to all 21st Century Public Academy School sites in assisting directors, maintenance supervisors and maintenance staff with the development of equipment inventories and effective processes to maintain the equipment, and associated systems in the facility at designed levels of efficiency and reliability.

It is the policy of the 21st Century Public Academy School to implement an effective and quality preventive maintenance program inclusive of the development of a unique inventory, preventive maintenance schedules and strategies, maintenance work order processes and utility billing tracking and monitoring activities.

PREVENTIVE MAINTENANCE PROGRAM

The preventive maintenance program provides a simple and standard means for planning, scheduling, controlling and performing planned maintenance on all equipment, and represents and effective means for using available maintenance resources.

 <p>21st Century Public Academy</p>	<p align="center">Preventive Maintenance Plan Introduction, Purpose, Mission and Policy Statement</p>	<p align="center">Policy # 1.0</p>
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Preventive maintenance actions are the minimum requirement to maintain equipment in a fully operable condition and within specifications. If performed according to schedule, these maintenance actions will provide improved equipment efficiency and reliability. Preventive maintenance guidelines and the schedules are developed based on specific equipment operating and maintenance manuals, and/or manufacturer recommendations. These guidelines provide the detailed procedures for performing the preventive maintenance tasks and identify who, what, when, how and with what resources a preventive maintenance task is to be accomplished.


Preventive maintenance guidelines also provide spare parts specifications and consumable item listings for improved planning and preparation and cost effectiveness.

The maintenance supervisor, or designee, is responsible for the implementation and management of the preventive maintenance program for the district.

Equipment identification records are developed as a part of the programs integrated logistics support effort for all new procurements, re-procurements, alterations and modifications of equipment and associated systems.

PREVENTIVE MAINTENANCE PLAN REVIEW AND REVISION

1. At least annually the Preventive Maintenance Plan is evaluated for objectives, scope, performance, and effectiveness of the plan.
2. Annually the maintenance management plan is reviewed and revised as appropriate with final approvals from the district administration and/or board.
3. The maintenance supervisor or designee is responsible for preparing the evaluation.
4. School leadership and staff are provided copies of the evaluation for their review and approval.
5. Changes to the plans policy will be communicated to the district leadership annually unless the changes are due a local, state or federal regulatory guidelines requiring immediate implementation. In this case, a memorandum explaining the change will be communicated to all leadership and staff affected by the change.

	Maintenance Goals	Policy # 2.0
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POLICY

It is the policy of the 21st Century Public Academy to create a list of reasonable goals for the maintenance program in an effort to identify opportunities for improvements in critical or weak areas of the department supporting the schools educational environments. The following goals for the 2021 school year have been created and include a plan of action and timelines for completion.

MAINTENANCE PERFORMANCE GOALS – See attachments for additional goals and recommendations.

Maintenance Goals should be Specific, Measurable, Attainable, Realistic and Time-lined.

1. Create a written, realistic Preventive Maintenance Plan by Jan 1, 2021.
2. Sustain a 80-95% Life Safety and HVAC equipment PM Completion rate for FY 2021.
3. Develop and implement a maintenance staff development plan by June 30, 2017 in an effort to maintain the skills necessary to maintain both new and old equipment.
4. Create a schedule for facility environmental tours (5 days). Create a template/report for the environmental safety tours 10 days and implement the plan within 30 days.
5. Drive an 80% Maintenance performance rating as measured by the Facility Maintenance Assessment Report (FMAR).

PREVIOUSLY ACCOMPLISHED MAINTENANCE GOALS

Previously accomplished Maintenance Goals:

1. Paint interior of entire school.
2. Strip and wax all vinyl floors.
3. Installed new approved landscaping for Phase I
4. Installed new exterior LED lighting on the building Phase I and parking lot.
5. Installed whiteboards throughout the school
6. Installed overhead projectors in all classrooms.
7. Restriped the parking lot.
8. Installed new wireless equipment throughout the school.
9. Repaired HVAC serving the 5th grade classrooms.
10. Established a building sanitation procedure with the purchase of new equipment, janitorial training, and new procedures.
11. Rearranged classroom furniture to facilitate COVID-19 established guidelines.
12. Installed new mini blinds throughout Phase II.
13. Purchased and installed shelving in the janitor's closets to store COVID-19 remediation products.
14. Purchased and installed room number signage throughout the school.
15. Purchased and installed exterior signage reflecting "private property "do not enter".
16. Repaired three backflow check valves.

References:


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NM State Statute

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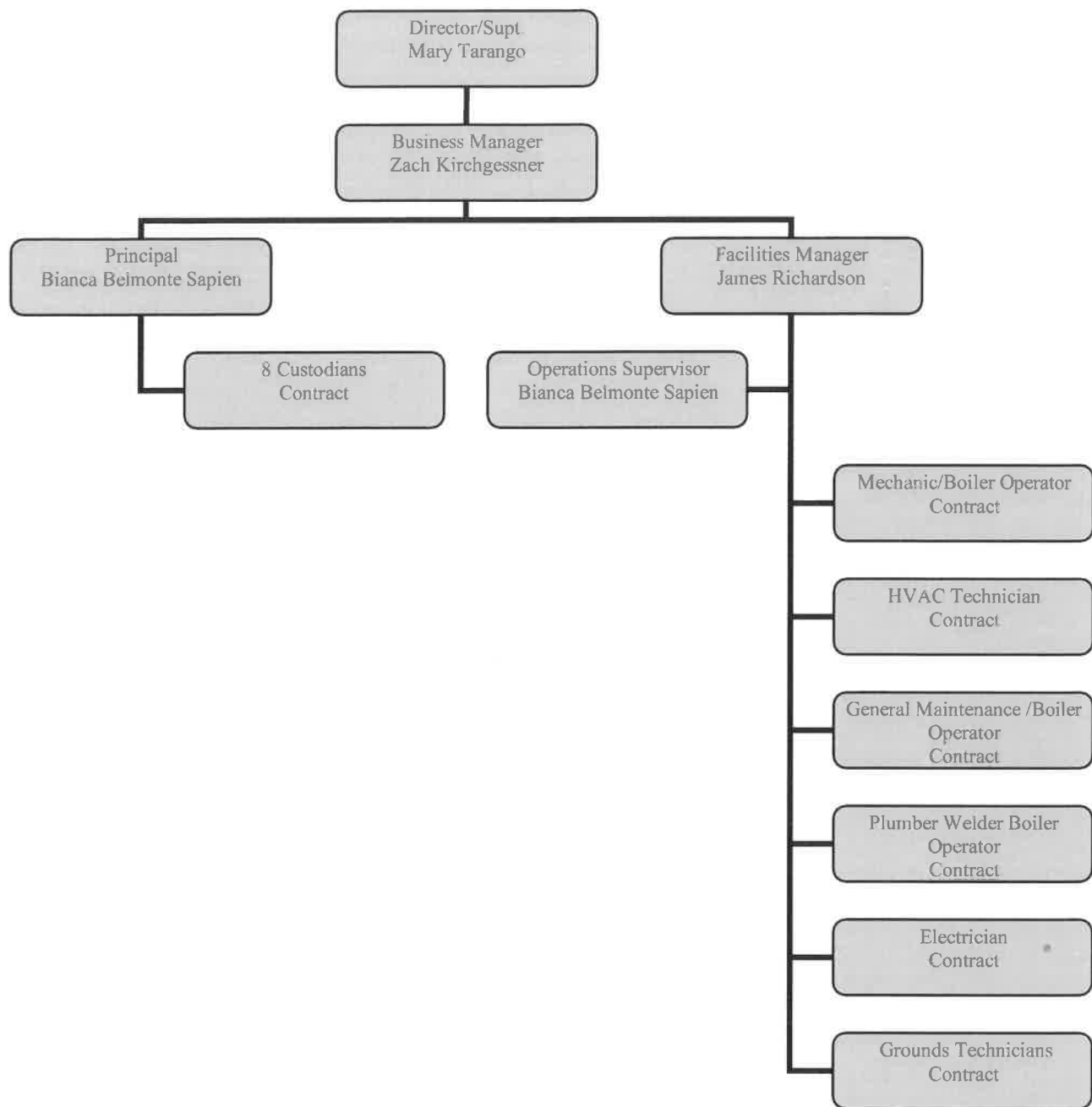
 <p>21st Century Public Academy</p>	<p>Maintenance Organizational Structure and Staffing Responsibilities</p>	<p>Policy # 3.0</p>
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POLICY

It is the policy of the 21st Century Public Academy to establish a routine maintenance staffing and organizational structure and staffing responsibilities to define effective lines of communication and approval processes.

PROCEDURE

The 21st Century Public Academy has developed the attached maintenance and operations organizational chart structure.



References:

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SUPERINTENDENT/DIRECTOR: The Superintendent provides direct supervision to the Business manager, the maintenance supervisor, and the custodians. The Superintendent secures necessary funds, and resources, to provide quality assurance for facilities and grounds and ensures the districts safety plan is implemented.

BUSINESS MANAGER: Based upon the guidance of the Director, the Business Manager assists the maintenance and custodial group with needed resources, providing the most appropriate funds for supplies, equipment, and service contracts. The Business Manager also develops the maintenance budget based upon analysis of past expenditures and projected requirements.

FACILITIES MANAGER: Responsible for supervision of all maintenance repairs, renovations, and services at New Mexico School for the Arts to include security, grounds, carpentry, electrical repairs, plumbing, welding, and painting; identifies needs and establishes maintenance goals; assigns and evaluates the work of the maintenance staff to ensure maintenance needs and goals being met; inspect work areas with other departments and divisions for equipment materials and services purchased; reviews work done by staff to assure quality of work; estimates materials needed for project completion; inspect materials delivered by vendors to verify accuracy and completeness of orders; available to staff for consultation on any problems; approves/complies a work schedule for staff; reviews and approves purchase requests from subordinates; performs security checks of buildings and grounds as needed; attends meetings and training; conducts training for staff; prepares reports as needed; develop and conduct pre-maintenance programs.

OPERATIONS SUPERVISOR: assists Facilities Manager with running the department: assist in administrating the Maintenance Direct and Preventive Maintenance programs, checks out tools and equipment. Shop keeping. Inventory, work orders as assigned. Keeps track of purchase orders, takes responsibility of the department when supervisor is out. Assists any of the technicians with work helps oversee quality of work. Helps with weekly on call after hours, if needed.

BOILER OPERATOR: (This is a contract position hired as needed) completes daily checks in any operating boiler. Checks daily the pressure and temps of the boilers. Checks all the safeties on each boiler. Checks circulating pumps, keeps them oiled and maintained. Checks expansion tanks. Repairs anything external that might go wrong with the safeties. Does whatever is allowed with the boiler license given by the state. Keeps boiler rooms clean and safe. Keeps a daily log of how the boiler is operating. Backflow operation as it applies to the boilers

GENERAL MAINTENANCE (This is a contract position hired as needed) completes any building repairs and checks on the buildings, changes light bulbs, painting, dry wall, changes ceiling tiles, window repair, glazing, work orders as assigned, roof repairs, replacing doors, remodels, move furniture, fixing furniture, minor carpentry assembling furniture. Duties as assigned, stucco and plaster repairing and concrete floor care, base cove, assist with grounds when assigned to help.

GENERAL TECHNICIAN: (This sis a contract position hired as needed) completes any building repairs and checks on the buildings, changes light bulbs, painting, dry wall, changes ceiling tiles, window repair, glazing, work orders as assigned, roof repairs, replacing doors, remodels, move furniture, fixing furniture, minor carpentry assembling furniture. Duties as assigned. stucco and plaster repairing and concrete, floor care, base cove, assist with grounds when assigned to help.

GROUNDS KEEPER: (This a contract position hired as needed) mows grass, pulls weeds, landscapes, irrigation maintenance, hedges, snow removal, moves furan as assigned. Prunes trees. Horticulture, fertilizes trees shrubs, plants flowers, irrigates, helps sets up events. Sets up holiday lights. Concrete finishing and installation

References:

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HVAC TECHNICIAN: (This is a contract position hired as needed) complete maintenance of all refrigeration and heating units. Repairs refrigeration in dining hall, helps troubleshoot and repair appliances, does controls on HVAC units where applicable, helps with boilers, heating cooling. Oversees all heating and cooling units, gas fired heaters, chillers. Gas fitting assists with plumbing and gas when plumber is not available. Backflow preventer as applies to HVAC units. Electrical as it applies to HVAC, example 3-phase, 208 and 440.

LOCKSMITH: (This is a contract position hired as needed) changes locks as needed, duplicates keys, this is a new position we just started and is not completely in full force yet. But we are bringing the locksmithing in house.

MECHANIC: (This is a contract position hired as needed) completes all repairs to the grounds equipment as needed. Maintains and repairs tractors, fixes and maintains electric golf carts, keeps snowplow and snow blowers in check. He is not a full certified mechanic but does the general maintenance on most gas operating equipment we have.

PLUMBER: (This is a contract position hired as needed) journeyman plumber. Completes all plumbing maintenance and repairs on campus; sewer, water, and irrigation; replaces sinks, toilets, faucets, gas lines as needed. Checks and maintains Backflow preventers as needed

WELDER: (This is a contract position hired as needed) certified welder completes any welding repairs, and welding projects needed.

ELECTRICIAN: (This is a contract position hired as needed) journeyman electrician completes all general electrical maintenance and repairs as needed. Light bulb changes, ballasts, changes outlets, light fixtures, runs electrical power as needed. Checks emergency lights, exits lights, fire alarms. Does safety prevention does fire drills, checks fire extinguishers, runs new service with breaker boxes. Upgrades older electrical brings and keeps electrical components to code. Works on high and low voltage

Note: everyone assists with weekend on calls for emergencies. (i.e. rotate weekends). All these technicians do other jobs as assigned when the helps is needed like grounds work.

OPERATIONS SUPERVISOR and FACILITIES MANAGER: Responsible for supervision of all custodial services; identifies needs and establishes custodial goals; assigns and evaluates the work of the custodial staff to ensure needs and goals are being met; reviews work done by staff to assure quality of work; available to staff for consultation on any problems; approves/complies a work schedule for staff; reviews and approves purchase requests; attends meetings and training; conducts training for staff; prepares reports as needed. Duties also include performing a wide variety of assignments such as: Sweeping, dusting, wet and dry mopping, stripping, waxing and/or buffing floors, halls and stairways, vacuuming and shampooing rugs and carpets, dusting and washing walls, ceilings, tables, vents, interior and exterior windows, desks, lights and lighting fixtures, cleaning, polishing and straightening office and residential furniture, emptying waste baskets, changing light bulbs, cleaning blackboards and erasers and waste collection.

Although the above are typical of the duties and responsibilities normally performed, additional duties and responsibilities requiring the same or lesser skills, knowledge and dexterity may be required.

CUSTODIAN: (This is a contract position hired as needed) Responsible and accountable for performing custodial services at all school buildings on campuses.

Typical duties and responsibilities include, but are not limited to performing a wide variety of assignments such as: sweep; dust; wet and dry mop; strip, wax and/or buff floors, halls and stairways; vacuum and shampoo rugs and carpets; dust and wash walls, ceilings, tables, vents, interiors, desks, lights and light fixtures; clean, polish and straighten offices and cottage furniture; empty waste baskets; clean fireplaces; clean blackboards and erasers.

References:

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Although the above are typical of the duties and responsibilities normally performed, additional duties and responsibilities requiring the same or lesser skills, knowledge and dexterity may be required.

SECURITY: (This is a contract position hired as needed and /or 242-COPS) assist the school in the resolution of conflict and suspected vandalism or serious personnel issues.

The chart below reflects the most recent staffing plan narrative for 21st Century Public Academy:

Staffing Chart	Current 19-20	Anticipated 20-21	Anticipated 21-22	Anticipated 22-23
				2nd
				2nd
			3rd	3rd
			3rd	3rd
		4th	4th	4th
		4th	4th	4th
	5th	5th	5th	5th
	5th	5th	5th	5th
	6th ELA	6th ELA	6th ELA	6th ELA
	6th Math	6th Math	6th Math	6th Math
	6th Sci	6th Sci	6th Sci	6th Sci
	6th SS	6th SS	6th SS	6th SS
	7th ELA	7th ELA	7th ELA	7th ELA
	7th Math	7th Math	7th Math	7th Math
	7th Sci	7th Sci	7th Sci	7th Sci
	7th SS	7th SS	7th SS	7th SS
	8th ELA	8th ELA	8th ELA	8th ELA
	8th Math	8th Math	8th Math	8th Math
	8th Sci	8th Sci	8th Sci	8th Sci
	8th SS	8th SS	8th SS	8th SS
	Art	Art	Art	Art
	Media Arts (.5)	Media Arts (.5)	Media Arts (.5)	Media Arts (.5)
	Media Arts	Media Arts	Media Arts	Media Arts
	Music	Music	Music	Music
	PE	PE	PE	PE
	PE	PE	PE	PE
	PE5th (.2)	PE 4th (.2)	PE 3rd/4th (.4)	PE2nd/3rd/4th (.6)
		PE 5th (.2)	PE 5th (.2)	PE 5th (.2)

References:

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	SUPPORT STAFF	SUPPORT STAFF	SUPPORT STAFF	SUPPORT STAFF
	OT	OT	OT	OT
	SLP	SLP	SLP	SLP
	Head SPED	Head SPED	Head SPED	Head SPED
	SPED	SPED	SPED	SPED
	SPED (.8)	SPED	SPED	SPED
	SW	SPED (.8)	SPED (.8)	SPED (.8)
	EA	SW	SW	SW
	ADMIN STAFF	EA	EA	EA
	CEO	EA	EA	EA
	Admin Asst.	EA	EA	EA
	Admin Office Manager	ADMIN STAFF	ADMIN STAFF	ADMIN STAFF
	Facilities	CEO	CEO	CEO
	Principal	Admin Asst.	Admin Asst.	Admin Asst.
		Admin Office Manager	Admin Office Manager	Admin Office Manager
		Facilities	Facilities	Facilities
		Principal	Principal	Principal

References:


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 21 st Century Public Academy	Maintenance Priorities and Procedures	Policy 4.0
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POLICY

Routine Maintenance Work Orders

The 21st Century Public Academy currently processes maintenance work orders through a written means and / or e-mail methodology. Department leads provide work requests via the internet which the Maintenance Supervisor reviews, approves, and assigns work to the technicians. On some occasion's requests are sent via email directly to the maintenance supervisor who then creates work orders as appropriate and assigns to the technicians. If a technician identifies a problem, they correct the issue and create a work order. All Closed (routine and PM) work orders should have the following required fields populated to maintain a level of high quality and integrity: 21st Century Public Academy will be transitioning to the School Dude software for all the maintenance activities by early 2021.

New requests should always include:	Closed work orders to be fully documented with:
Requestor	Labor Hours
Work Description	Material and / or Contract costs
Location of Work	Responsible Party (Who completed the work)
Craft (Type of Work)	Action take to resolve problem (What was done)
Purpose (Reason for Work)	

Reports developed are used at staff meetings for continuous improvement of operations.

 21 st Century Public Academy	Maintenance Priorities and Procedures	Policy 4.0
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Preventive Maintenance Work Orders

Routine maintenance assignments are completed by the Facilities Manager. Upon completion the associated paperwork is filed in the maintenance category related to, painting, furniture, electrical, plumbing, floors, etc. Once School Dude software is implemented all work orders will be generated and recorded appropriately by the software.

Nonroutine work orders that require contractor services will be preserved in a file related to the contractor. Once School Dude is implemented all records will be entered into the School Dude software program.

DEFINED PRIORITIES

21st Century Public Academy School has established the following work priority definitions for the maintenance department for effective response to requested work requests.

EMERGENCY is reserved for those projects, which truly stop the use of the facility. The response time should be made within 15 minutes of notification of the problem. Work on emergency priority requests commences immediately and continues until the facility is restored to sufficient use.

URGENT is assigned to those projects, which, while not completely prohibiting use of the facility, represent a threat to full facility use. The response time is normally started on the day it is reported.


ROUTINE is assigned to most of the work requests received. The response time is generally one to two days and may be remedied within three to five working days.

PREVENTIVE MAINTENANCE is scheduling preventive maintenance actions of equipment and systems that require periodic inspections and maintenance to maximize equipment operational readiness.

References:

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 21 st Century Public Academy	Maintenance Priorities and Procedures	Policy 4.0
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DEFERRED is used for those projects, which are not necessarily required but are desirable. As a rule, work should commence within thirty days of receipt unless seasonal or other considerations allow or dictate a greater delay is stating.

References:

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NM State Statute

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	Inspection and Maintenance Schedules Equipment Inventory	Policy 5.0
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POLICY

The accomplishment of scheduled inspection and preventive maintenance tasks is critical to the successful and efficient operation of 21st Century Public Academy site.

PROCEDURE

1. A unique inventory of all equipment is created prior to adding equipment into the maintenance management program.
2. This inventory shall be kept current and reviewed for accuracy on a routine schedule but no less than annually.

Prescribed equipment inventories, maintenance schedules, PM frequencies and inspection tasks must be developed for each of the district schools.

Attachment: List of major facility equipment inclusive in the PM program. HVAC, Life Safety, Structures, Utilities, Plumbing etc. This list is provided in School Dude format

Attachment:

Current Preventive Maintenance Schedule
Floor Plans of Phase I and Phase II (Architectural)
Map showing the school location (Google)
Map showing plan view (Architectural)
School Dude: Equipment Inventory/Assets Related to the Preventive Maintenance

Program

Note: Google does not have a current aerial view of the completed building. When one is available it will be added to this document.

Inspection & Maintenance Schedules:

Preventive maintenance requires both timely inspection and appropriate maintenance of buildings, grounds and equipment. To address these needs, the following schedule has been created to serve as a guide for custodial and maintenance staff to follow in their daily efforts of keeping our buildings and grounds comfortable and conducive to learning. Just as building needs change so will this form change to keep us current.

Doors, Main Entrance (Frequency: Semiannual)
Drains, Areaway, Driveway, Storm (Frequency: Semiannual)
Emergency/Exit Lights, (Frequency: Quarterly)
Fences and Gates, Security/Access (Frequency: Semiannual)
Fire Control Valves (Frequency: Quarterly)
Fire Doors – (Frequency: Quarterly)
Fire Extinguishers – Inspection (Frequency: Monthly)
Hot Air Furnace (HVAC) (Frequency: Annual)
Hot Water Heater – Gas (Frequency: Annual)
Lighting, Outside, (Frequency: Semiannual)
Roofs, Drains, Gutter and Downspouts (Frequency: Semiannual)
HVAC Filter Changes- (Frequency: Quarterly)
Elevator Inspection- (Frequency: Annual)
Fire Suppression System Inspection- (Frequency: Annual)
Fire Alarm Inspection (Frequency: Annual)
Backflow Valve Inspections- (Frequency: Annual)
Exterior walls, Finishes and Windows- (Frequency: Quarterly)
Grounds Systems- (Frequency: Quarterly)
Interior and Exterior Doors- (Frequency: Quarterly)
Restrooms, Housekeeping- (Frequency: Monthly)
Security Systems-(Frequency: Quarterly)

References:

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CURRENT PREVENTIVE MAINTENANCE SCHEDULE

EQUIPMENT	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fire Extinguishers	M	M	M	M	M	M	M	M	M	M	M	M
Backflow Valve Inspections										X		
Doors, Main Entrance	X			X			X			X		
Drains, Areaways	X						X					
Emergency Exit Lights	X			X			X			X		
Fences and Gates				X						X		
Fire Control Valve	X			X			X			X		
Fire Doors	X			X			X			X		
Hot Air Furnace (HVAC)							X					
Hot Water Heaters					X							
Outside Lighting	X						X					
Roofs, Drains, Cutters	X						X					
HVAC Filter Changes	X			X			X			X		
Elevator Inspections								X				
Fire Suppression System Inspection										X		
Fire Alarm Inspection										X		
Exterior Finishes & Windows	X			X			X					
Grounds Systems	X			X			X			X		
Interior & Exterior Doors	X			X			X			X		
Restroom & Housekeeping	X			X			X			X		

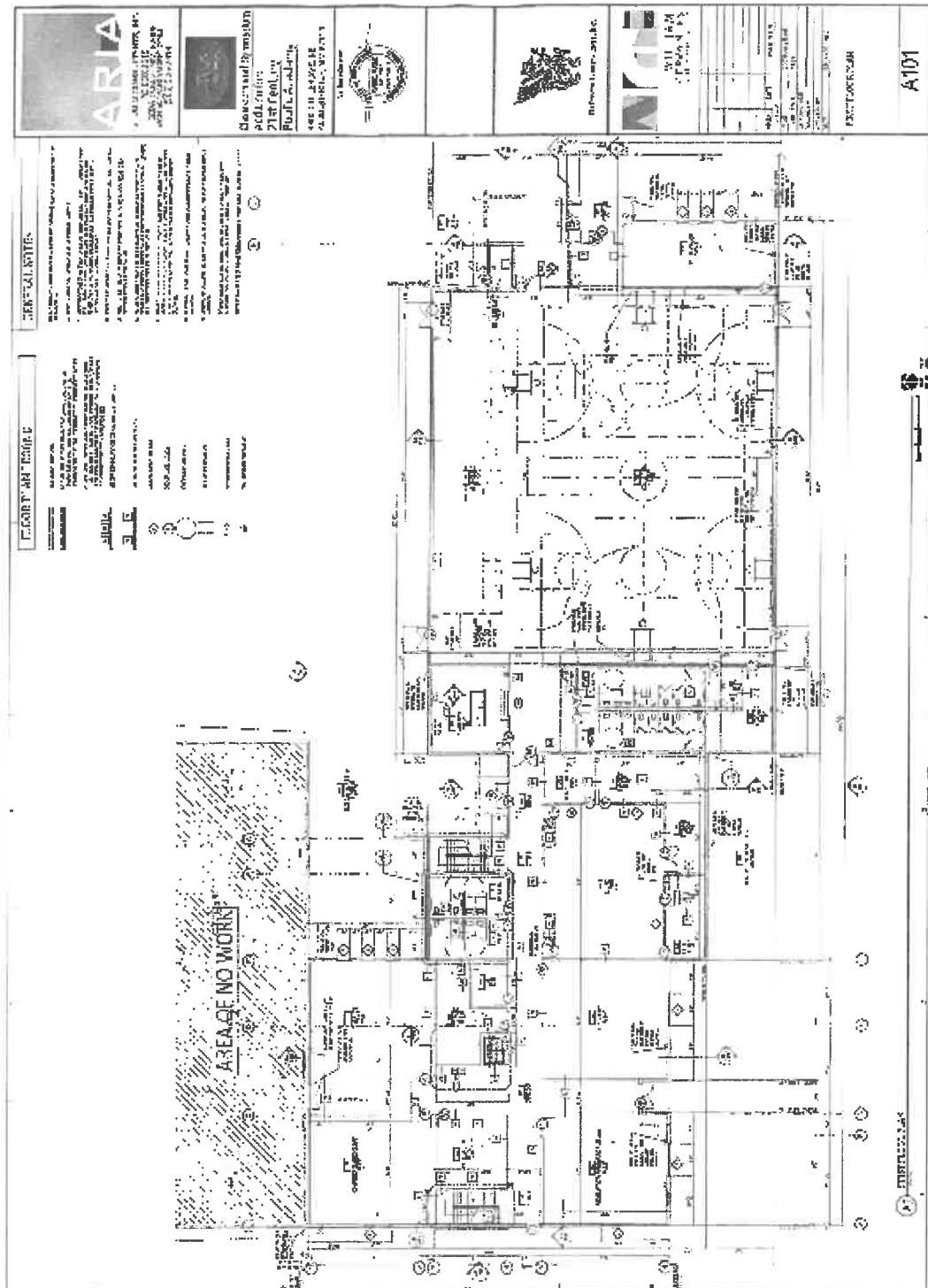
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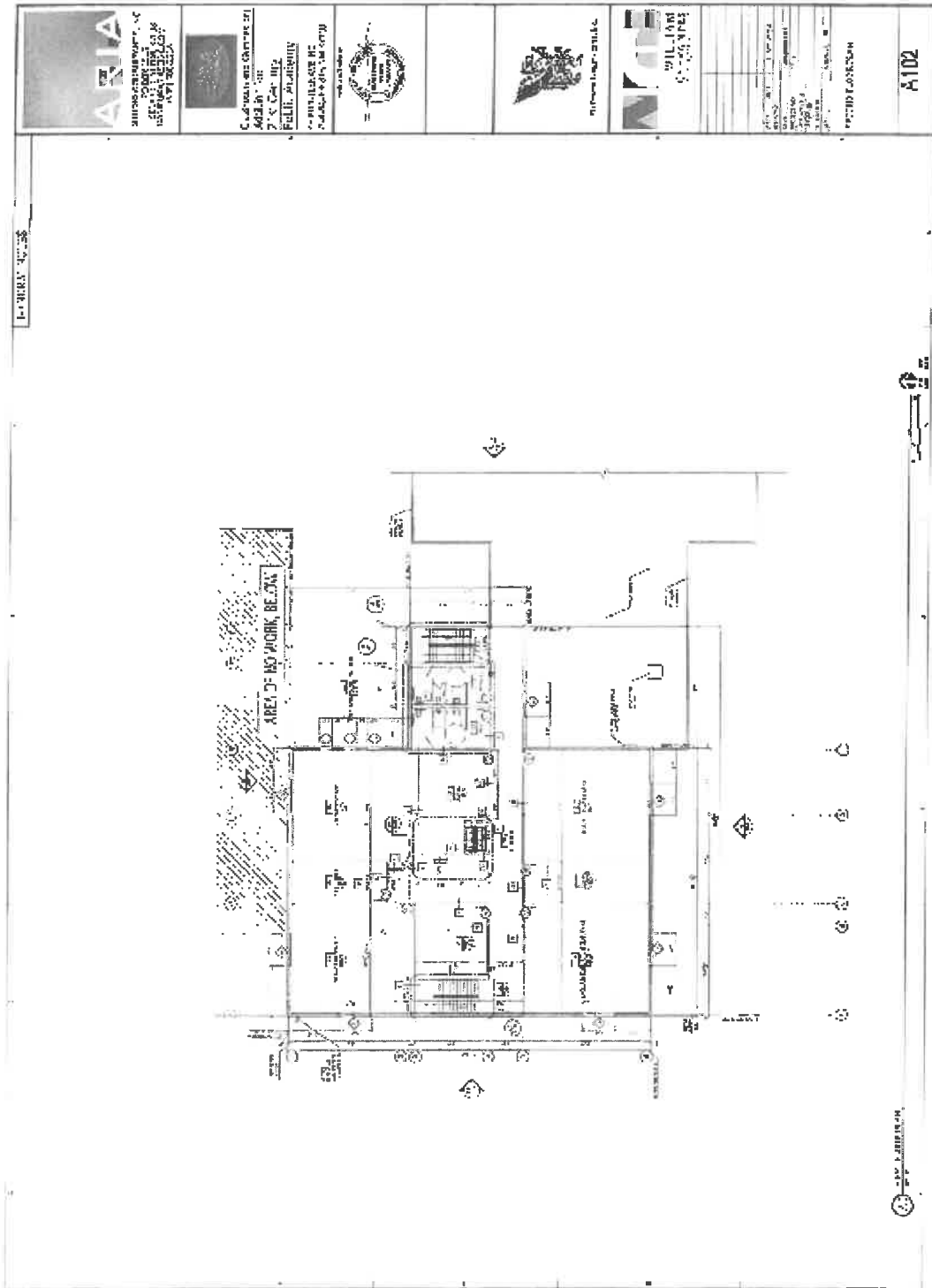


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REFERENCES:

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Name	Site Name	Category	Sub Category	Location Name	Supplier Name	Serial No	Make	Model	Air Code	Phase	Estimated Replacement Date	Package Phase	Package Date	Life Cycle	Replacement Cost	CategoryPath
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-1	Carrier	2986G20875		48TJED07521FF		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-2	Carrier	2986G30274		48TJED009511FF		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-3	Carrier	2986G30259		48TJED0095112C		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-4	Carrier			48TJED007521FF		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-4	Carrier	4594G30100		48TFED06M511		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-6	Carrier	4397G30182		48TJED0095112C		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-7	Carrier	2986G20875		48TJED007521FF		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-8	Carrier	3697G30560		48TJED009511FF		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-9	Carrier	2986G21244		48TJED0095010E		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-10	Carrier	1886G21070		48TJED0095010E		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-11	Carrier	4397G20473		48TJED0095010D		Phase 1	2021-2025	N/A	N/A	20-25 yrs.	8000.00	Asset/HVAC/Air Conditioner
Energy Recovery	21st CPA	HVAC	Energy Recovery	ERV-1	RenewAir	1176457C		HE4XRT		Phase 1	2021-2035	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Energy Recovery
Energy Recovery	21st CPA	HVAC	Energy Recovery	ERV-2	RenewAir	1176456C		HE4XRT		Phase 1	2021-2035	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Energy Recovery
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-1	Carrier	0619C81830		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-2	Carrier	0619C81831		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-3	Carrier	0619C81758		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-4	Carrier	0619C81755		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-5	Carrier	0619C81679		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-6	Carrier	0619C81756		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-7	Carrier	0619C81754		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-8	Carrier	0619C81757		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Air Conditioner	21st CPA	HVAC	Air Conditioner	RTU-9	Carrier	0619C81678		48FCFA06E2M5A082C0		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	9000.00	Asset/HVAC/Air Conditioner
Hot Water Heater	21st CPA	Plumbing	Water Heater		AO Smith	1635A014958		GPDX 75L 210		Phase-1	2040-2045	N/A	N/A	20-25 yrs.	5000.00	Asset/Plumbing/Water Heater
Hot Water Heater	21st CPA	Plumbing	Water Heater		AO Smith	18291123034		FCG 75 400		Phase-2	2040-2045	N/A	N/A	20-25 yrs.	5000.00	Asset/Plumbing/Water Heater
Hot Water Heater	21st CPA	Plumbing	Water Heater		AO Smith	1207M002179		DEFN 30 110		Phase-1	2030-2035	N/A	N/A	10-15 yrs.	2000.00	Asset/Plumbing/Water Heater
Fire Alarm Equip.	21st CPA	Fire Protection	Control System		Kidde VS Series	N/A		VS4-(G/R/D)-PG-(SF)		Phase-1	2030-2035	N/A	N/A	10-15 yrs.	3000.00	Asset/Fire Protection/Control System
Basketball Score	21st CPA	Electrical	Panel, Communication		Intertek 15060	N/A		BB-1620-4221 Score Board		Phase-2	2030-2035	N/A	N/A	10-15 yrs.	6400.00	Asset/Electrical/Panel, Communication
Basketball Score	21st CPA	Electrical	Panel, Communication		Intertek 15060	N/A		BB-1620-4221 Score board		Phase-2	2030-2035	N/A	N/A	10-15 yrs.	6400.00	Asset/Electrical/Panel, Communication
Basketball Goal	21st CPA	Electrical	Panel, Communication		DRAPER	N/A		TF-20 Basketball Goal		Phase-2	2040-2045			2019 20-25 yrs	2610.00	Asset/Electrical/Panel, Communication
Basketball Goal	21st CPA	Electrical	Panel, Communication		DRAPER	N/A		TF-20 Basketball Goal		Phase-2	2040-2045			2019 20-25 yrs	2610.00	Asset/Electrical/Panel, Communication
Basketball Goal	21st CPA	Electrical	Panel, Communication		DRAPER	N/A		TF-20 Basketball Goal		Phase-2	2040-2045			2019 20-25 yrs	2610.00	Asset/Electrical/Panel, Communication
Basketball Goal	21st CPA	Electrical	Panel, Communication		DRAPER	N/A		TF-20 Basketball Goal		Phase-2	2040-2045			2019 20-25 yrs	2610.00	Asset/Electrical/Panel, Communication
Basketball Goal	21st CPA	Electrical	Panel, Communication		DRAPER	N/A		TF-20 Basketball Goal		Phase-2	2040-2045			2019 20-25 yrs	2610.00	Asset/Electrical/Panel, Communication
Basketball Goal	21st CPA	Electrical	Panel, Communication		DRAPER	N/A		TF-20 Basketball Goal		Phase-2	2040-2045			2019 20-25 yrs	2610.00	Asset/Electrical/Panel, Communication
Gym Bleachers	21st CPA				Hussey Seating	N/A		Gym Bleachers		Phase-2	2040-2045			2019 20-25 yrs	26700.00	Asset/
Backflow Valve	21st CPA	Plumbing			Watts	111327		009m2qt Check Valve		Phase-1	2030-2035	N/A	N/A	10-15 yrs	1000.00	Asset/Plumbing/
Backflow Valve	21st CPA	Plumbing			Febco	9806031233		850 Check Valve		Phase-1	2030-2035	N/A	N/A	10-15 yrs	2500.00	Asset/Plumbing/
Backflow Valve	21st CPA	Plumbing			Wilkins	Q13601		475v Check Valve		Phase-2	2030-2035	N/A	N/A	10-15 yrs	2500.00	Asset/Plumbing/
Backflow Valve	21st CPA	Plumbing			Febco	HF25373		765-1 Check Valve		Phase-2	2030-2035	N/A	N/A	10-15 yrs	1000.00	Asset/Plumbing/
Backflow Valve	21st CPA	Plumbing			Febco	FB6467		765-1 Check Valve		Phase-2	2030-2035	N/A	N/A	10-15 yrs	1000.00	Asset/Plumbing/
Backflow Valve	21st CPA	Plumbing			Wilkins	4530850		978X12 Check Valve		Phase-2	2030-2035	N/A	N/A	10-15 yrs	1000.00	Asset/Plumbing/
Elevator	21st CPA				Schindler	CABQGP201927029		Elevator		Phase-2	2040-2045	N/A		2019 20-25 yrs	N/A	Asset/
Eye Wash	21st CPA	Life Safety	Eye Wash		Guardian	N/A		N/A		Phase-1	2040-2045	N/A		20-25 yrs	500.00	Asset/Life Safety/Eye Wash
Eye Wash	21st CPA	Life Safety	Eye Wash		Guardian	N/A		N/A		Phase-1	2040-2045	N/A		20-25 yrs	500.00	Asset/Life Safety/Eye Wash
Eye Wash	21st CPA	Life Safety	Eye Wash		Guardian	N/A		N/A		Phase-1	2040-2045	N/A		20-25 yrs	500.00	Asset/Life Safety/Eye Wash
Eye Wash	21st CPA	Life Safety	Eye Wash		Guardian	N/A		N/A		Phase-1	2040-2045	N/A		20-25 yrs	500.00	Asset/Life Safety/Eye Wash
27 Emergency Signs	21st CPA	Life Safety	Emergency Exit Signs		N/A	N/A		N/A		Phase 1/2	2030-2035	N/A	N/A	10-15 yrs	N/A	Asset/Life Safety/Emergency
20 Fire Extinguishers	21st CPA	Fire Protection	Fire Extinguishers		N/A	N/A		N/A		Phase 1/2	2030-2035	N/A	N/A	10-15 yrs	N/A	Asset/Fire Protection/Fire
Fire suppression	21st CPA	Fire Protection	Fire Suppression System, Wet		N/A	N/A		Sprinkler System		Phase 1/2	2040-2045	N/A	N/A	20-25 yrs	450000.00	Asset/Fire Protection/Fire

Equipment Inventory/Assets related to The Preventive Maintenance Program In School Dude Format

References:

PSFA:
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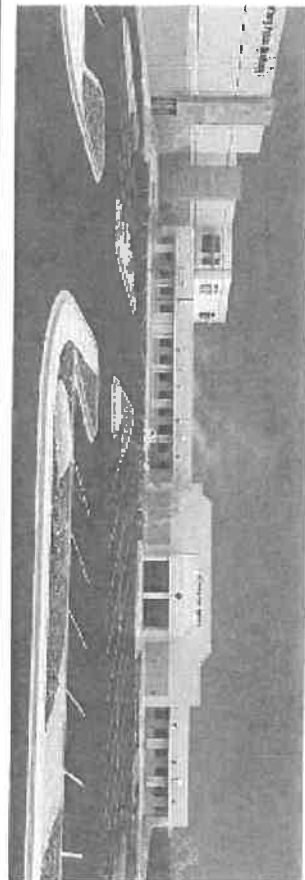
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21st Century Public Academy

Classroom and Gymnasium Addition

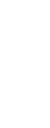
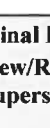
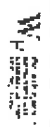
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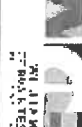


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21st Century

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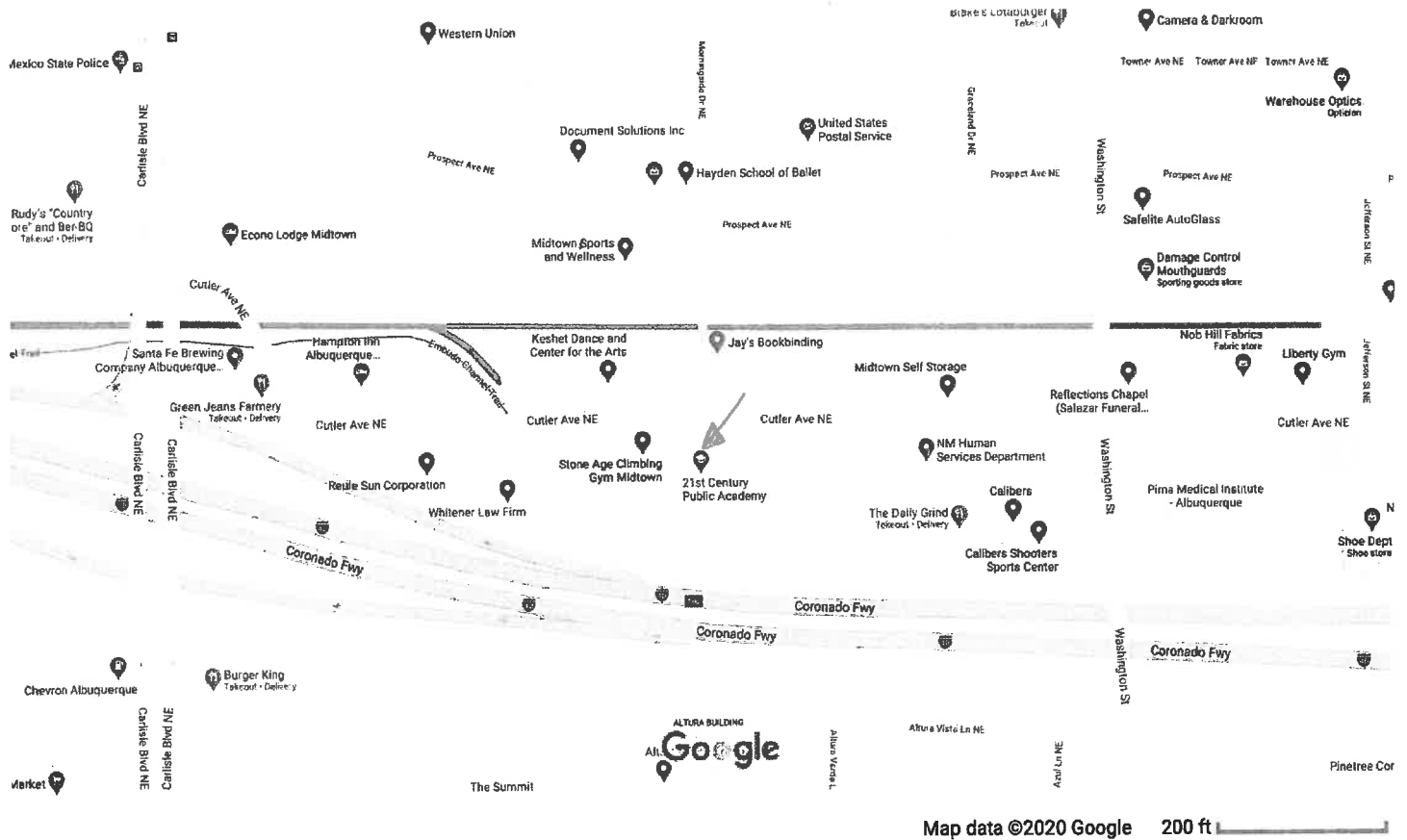
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 21 st Century Public Academy	Scheduled Preventive Maintenance Tasks	Policy 6.0
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POLICY

It is the policy of 21st Century Public Academy to utilize a written Management System in development and management of Preventive Maintenance tasks for equipment associated with the district sites. 21st Century Public Academy utilizes School Dude Software for the management of all preventive maintenance activities. In addition, the District uses the manufacturer recommendations & guidelines to develop preventive maintenance equipment frequencies and tasks.

It is the policy of 21st Century Public Academy to develop preventive maintenance schedules and tasks for the following critical systems and equipment:

- Roadway, Parking and Sidewalk Systems
- Window Systems
- Exterior Walls and Finishes
- Grounds Systems
- Life/Fire Safety Systems
- Exits and Emergency Lighting Systems
- Heating/Cooling and Ventilation Systems / Air Filters
- Interior and Exterior Doors
- Roof Systems
- Restrooms, Housekeeping and Equipment Room Systems
- Site Drainage Systems
- Plumbing and Water Heater Systems:
- Security Systems
- Site Utility Systems

21st Century Public Academy monitors the effectiveness of the above systems on a regular schedule outlined in Section 5 of this report. If the work suggested after inspections by school personnel is beyond the resources of the school personnel a contractor is utilized for the work. The contractor is licensed, bonded, and insured and is skilled in the work to be done. The contractor provides all the necessary tools and equipment needed to complete the work order. The Facilities Manager supervises the work performed by contractors to ensure all school personnel are kept at a safe distance. Barriers are put in place to secure the work area. If needed, the contracted work is done after school hours to ensure no unnecessary personnel are in the area. School personnel will inspect the finished product and sign off on the project.

The General Inspection Process Performed by School Personnel is Outlined as Follows:

Roadway, Parking and Sidewalk Systems:

Concrete sidewalks are inspected for uneven surfaces, cracks, and physical damage.

Asphalt surfaces are inspected for uneven surfaces, cracks, and general wear and tear.

All parking places are inspected for striping, handy cap signage, and curbing.

Window Systems:

The windows do not open therefore the inspection consists of viewing each window to look for cracks or damage caused by vandalism or storm damage. Window seals are also viewed for deterioration or damage.

Exterior Wall and Finishes:

View the building exterior for storm, vandalism, or graffiti damage.

Note condition of exterior wall finish relative to cracks or significant color abnormalities.

Grounds Systems:

View the landscaping when the sprinklers are on and note any abnormal occurrences related to the irrigation system. Review the condition of the plants and determine if they are receiving adequate water. Note any dead or broken foliage. Note any unusual water flow parameters around the plants which suggest a problem with the irrigation tubing. Record any abnormal surface imperfections which may indicate a water leak underground. Pick up any debris in and around the plants.

Life/Fire Safety Systems:

View all exit signage for proper operation. Ensure all handrails, floors and egress pathways are secure and free of obstacles impeding safety exits. View fire extinguishers for impedance of retrieval in an emergency. View classrooms exit pathways to ensure a clear exit.

Exits and Emergency Lighting Systems:

View all building exits for proper operation and accessibility. View and test emergency lighting units per the attached schedule and schedule repair or replacement as needed.

Interior and Exterior Doors:

View and operate all doors for proper operation. Adjust door closure mechanisms to ensure proper self-closure operation. Consult manufacturers literature for design operation parameters.

References:

PSFA:

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Roof Systems:

View all roof areas for apparent weather-related problems. Inspect all interior ceiling tiles for water spotting and notify contractor for remediation costs and/or warranty considerations. View all roof drainage areas for debris and nontraditional puddling. View HVAC condensate lines for integrity.

Restrooms, and Housekeeping:

All restrooms are cleaned by the janitorial staff daily. View restrooms for loose toilet seats and/or improperly operating water faucets. Check all urinal screens for integrity. Check all soap dispensers and paper towel dispensers for proper operation and integrity. View all toilet doors for proper operation. Check for exhaust fan operation. Check toilet paper dispensers for integrity. View the janitorial closets for effective operation concerning the janitors floor sinks and storage of all janitorial supplies and equipment. Check for sanitary handling of all janitorial supplies and equipment.

Site Drainage System:

All water runoff at the school goes to the street. Ensure the passages under the sidewalks are clear of debris as well as the west side concrete drainage channel. View the south side drainage channel and holding pond for obstruction and debris. There is no standing water on the premises as a rule.

Plumbing and Water Heater Systems:

View and inspect the three water heaters in the building to insure proper operation. Note any water leakage. The plumbing system serves the bathrooms, science labs, and teachers lounge. There is one exterior water valve outside on the east side of Phase I. This valve is not operational without the proper handle. The plumbing and hot water heating systems are serviced by contractors as needed.

Security System:

The security system consists of exit door monitored alarms and interior motion detectors. This system is maintained by Copperstate Security personnel. Copperstate personnel repair the system as needed. Twenty-four hour seven days a week monitoring is performed by Copperstate.

Site Utility System and Electrical Distribution System:

This consists of one transformer and several electrical breaker rooms. View all breaker rooms and ensure no unnecessary items are stored in the room that might impede access to the breakers. Actually, nothing should be stored in these rooms.

References:

PSFA:
NM State Statute

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DOORS, MAIN ENTRANCE ADDITIONAL DETAIL (FREQUENCY: SEMIANNUAL)

Application:

This maintenance task applies to entrance doors used in main entries to the building where a poorly operating door may be dangerous and cause congestion.

Special Instructions:

Set suitable barriers at the entrance and exit of the door. Prevent obstructions from impeding pedestrian traffic around the work area.

Checkpoints:

Hinged Doors

1. Inspect the frame and supporting structures.
2. Inspect hardware; hinges, latch keeper, lock. etc. Apply graphite where needed, wipe off excess.
3. Inspect glass, putty, or retaining pieces. Correct any deficiencies.
4. Operate door to observe functioning of check. Adjust and service as needed.
5. Touch up paint as needed.
6. Clean up and remove all debris from work area.

Recommended Tools, Materials, and Equipment:

1. Review manufacturer's instruction manual for specialized hand tools, equipment and supplies.
2. Graphite. Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).
3. Clean wiping cloths
4. Suitable barriers

References:

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FIRE EXTINGUISHERS – INSPECTION (FREQUENCY: MONTHLY)

Application:

This maintenance task is for a monthly visual inspection of all fire extinguishers

Special Instructions: note: school personnel inspect the fire extinguishers monthly and record their initials on the tag; however, contract licensed personnel actually replace the tag once per year after their annual inspection and/or replace the fire extinguisher as needed.

1. Follow manufacturer's instructions.
2. Whenever an extinguisher is removed from service, immediately replace it with an extinguisher of a size and extinguishing agent appropriate for the hazard protected.

Checkpoints:

A visual inspection is a quick check to see that the fire extinguisher is in its proper location that it is not blocked, is fully charged, and that it appears to be in good working order. This inspection generally consists of walking to the extinguisher and doing the following:

1. Confirm that the extinguisher is in its designated place.
2. Verify that the extinguisher is appropriate for the hazard protected (Class A, B, C, or D).
3. Ensure that the extinguisher is accessible and visible.
4. Confirm that the operating instructions face outward and are visible.
5. Check that the seals or tamper indicators are intact.
6. Examine for obvious physical damage, corrosion, leakage, or clogged nozzle. Recharge or replace as required.
7. Verify that the pressure gauge is in the normal range. If not, recharge the extinguisher.
8. Initial and date inspection tag.

Recommended Tools, Materials, and Equipment:

1. Seals or tamper indicators.
2. Inspection tags.
3. Permanent Pen.

References:


PSFA:
NM State Statute

Original Date MM/YY

Review/Revision Date MM/YY

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Approved: _____ Date ____/____/____

 21 st Century Public Academy	Custodial Duties and Responsibilities	Policy 7.0
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POLICY

It is the policy of the 21st Century Public Academy to establish custodial duties and responsibilities, aligned with the job description, in an effort to assist in the timely coordination and completion of the routine preventive maintenance necessary for a clean, sanitary and well-kept facility. The following duties and responsibilities for the school have been developed as a guideline to assist in the effective management of contract custodial staff.

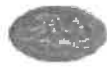


EXHIBIT A – CLEANING & PRICING SCHEDULE COVID PANDEMIC CLEANING SERVICES

Named Areas:

A.	Offices and Common Areas
B.	Classrooms/Computer Lab
C.	Restrooms
D.	Kitchen/Cafeteria/Teacher's Lounge

I. Nightly Cleaning

A. Offices and Common Areas

1. Thoroughly disinfect all horizontal surfaces, including desktops, files, windowsills, chairs, tables, pictures, and all manner of furnishings.
2. Disinfect light switches and door handles.
3. Mop hard surface floors with disinfectant.
4. Disinfect entrance metal door, handles and push bars.
5. Disinfect drinking fountain(s).
6. Clean and disinfect all glass doors & interior windows.
7. Clean and disinfect exterior doors with handles.

B. Classrooms/Computer Lab

1. Mop all hard surface floors with disinfectant.
2. Clean and disinfect all sinks.
3. Disinfect windowsills and ledges.
4. Disinfect all doorknobs and handles.
5. Clean and disinfect all glass doors and interior windows.
6. Clean and disinfect exterior doors with handles.

C. Restrooms

1. Disinfect mirrors and frames.
2. Disinfect cabinet covers.
3. Disinfect toilets and urinals.
4. Toilet seats to be cleaned on both sides using a disinfectant.
5. Disinfect all basins.
6. Disinfect walls around basins.
7. Disinfect partitions, top of mirrors and frames.
8. Mop and reuse restroom floors with a disinfectant.

D. Kitchen/Cafeteria/Teacher's Lounge

1. Mop hard surface floors with disinfectant.
2. Disinfect counter tops.
3. Disinfect trash receptacles.
4. Clean fronts, tops, and sides of trash receptacles with a disinfectant.
5. Disinfect counters tops. Clean and disinfect sink.
6. Clean and disinfect all glass doors & interior windows.
7. Clean and disinfect exterior doors with handles.

APPROVED:

PSFA:

NM State Statute

Original Date MM/YY

Review/Revision Date MM/YY

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Approved: _____ Date ____/____/____

PROCEDURES - GENERAL MAINTENANCE

DAILY

1. Remove snow and ice accumulations from sidewalks and entry areas as needed.
2. Sweep sidewalks and entryways.
3. Remove trash from lawn, shrubs, bushes, sidewalks, stairway & parking lots.

WEEKLY

- Remove visible weeds
- Sweep walks & gutters
- Rake and clean gravel and mulch areas

MONTHLY/QUARTERLY/SEMI-ANNUAL/ANNUAL

1. Winterize lawn irrigation sprinkler system.
2. Check all door operations and adjust hardware including overhead doors and operators.
3. Supervise annual fire protection test.
4. Supervise annual fire sprinkler system test.
5. Supervise annual backflow protection valve test.
6. Test and service exit lights.
7. Test and service emergency lights.

References:


PSFA:
NM State Statute

Original Date MM/YY

Review/Revision Date MM/YY

☐ Supersedes all Previous

Approved: _____ Date ____/____/____

	District Facilities and Equipment	Policy 8.0
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POLICY

The 21st Century Public School Academy shall maintain a current & accurate listing of all schools within the district properties. **Note:** This information can also be obtained from the districts Facility Master Plan and be aligned with this maintenance plan.

PROCEDURE

The district shall maintain a current and accurate listing of all schools within the district and includes the following:

1. School Name and classification (elementary, junior, high etc.)
2. Site Location and address
3. Square footage and/or acreage of sites
4. Student Census Information (MEM Count)
5. Other

21st Century Public Academy maintains __1__ school facilities on 2.74-acre site

FACILITIES	LOCATION/ADDRESS	SQUARE FEET / Acreage	MEM Count
District Office Building Charter School	4300 Cutler Ave. NE Albuquerque, NM 87010	52,435	
Elementary / middle School (Charter)	4300 Cutler Ave. Albuquerque, NM 87110	NA	351

References:

PSFA:
NM State Statute

Original Date	MM/YY
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Approved: _____	Date ____/____/____

 21 st Century Public Academy	Planned Maintenance and Repair Projects	Policy 9.0
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POLICY

It is the policy of 21st Century Public Schools to develop criteria, based upon the results of inventories and evaluation of their severity through the work order data collection and evaluation system and routine safety inspections, to implement a plan to develop and meet the needs of the districts planned maintenance and repair projects.

PROCEDURE

Through the maintenance departments data collection processes, a list of major capital repair projects (structural or equipment) will be collected on an ongoing basis. The list will be reported to the district leadership for review no less than quarterly, semi-annually or annually for the purposes of the development of a plan of correction to the identified variances.

As necessary, this list shall be integrated with the 5 Year *Facility Master Plan*

Below is a list of the schools identified Major Repair Projects:

Replace 9 HVAC units on Phase I rooftop. The new unit will include UV-C and Bipolar Ionization equipment. Current estimates reflect a cost of approximately \$120,000. (covid-19)

Install UV-C and Bipolar ionization equipment in Phase II HVAC units. (covid-19)

Resurface the parking lot. (improve safety)

Install LED lighting in Phase I. (save energy)

Install solar panels for the entire building. (save energy)

Install magnetic door locks on exterior doors. (security)

	Maintenance Staff Development	Policy 10.0
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POLICY

It is the policy of the 21st Century Public Academy to encourage the development of continued education, and development for contract maintenance and custodial staff.

Building maintenance has become a sophisticated process with new equipment, advancement in technologies, automated controls, computerized maintenance management software, improvements in products and materials and many others.

PROCEDURE

21st Century Public Academy currently has no maintenance or custodial personnel to train. All work associated with HVAC, plumbing, electrical, construction, roofing, security, fire, and safety, and janitorial is completed by qualified contractors with the appropriate licensure and training.

 21 st Century Public Academy	Maintenance Safety Plan	Policy 11.0
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POLICY

21st Century Public Academy does not have a maintenance department currently. Administrative personnel train the staff in emergency procedures, general safety, and health safety. School personnel do not handle any maintenance equipment or perform repairs to the building. All building related repairs are contracted to an organization specifically trained and skilled in the required work.

The application of School Dude software policies and procedures will provide the administration with the tools needed to manage, record, and estimate the cost of maintenance and repairs.

The 21st Century Public Academy Administrative Team develops and maintains a written management plan describing the processes it implements to effectively manage the environment for the safety of students, staff, contractors and guests other people coming to the district's facilities. This section includes Maintenance Safety, Maintenance Safety Goals and Maintenance Policies and Procedures.

Maintenance Policies and Procedures

The district establishes general safety policies and procedures that are distributed, practiced, enforced, and reviewed as frequently as necessary, but at least every year.

- a. All safety related policies are reviewed and approved by the district leadership. They then forward to the school superintendent and board for final approval. All policies developed and adopted based on new regulatory standards will be identified to the district leadership.
- b. All product safety recalls are directed to the safety officer or designee for review and follow up as appropriate. Reports concerning recalls and actions taken are provided to the District board for review.
- c. Through a comprehensive inspection and maintenance program the grounds and all equipment are maintained in a manner intended to provide the highest level of safety for all staff and other people coming to the district facilities authorized to use devices.

 21 st Century Public Academy	Service Contract and Vendor Oversight	Policy 12.0
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POLICY

The 21st Century Public Academy may need to utilize an outside service vendor(s) to accomplish and/or supplement maintenance tasks or projects outside the scope of the maintenance & custodial staff's qualifications. These include but are not limited to HVAC, Life Safety, Project Management (project, construction, and architectural vendors).

CONTRACT / VENDOR EXPECTATIONS AND RESPONSIBILITIES

- Every maintenance contractor/vendor performing work for the 21st Century Public Academy is expected to perform work in a professional manner and at the highest quality possible following the districts code of conduct policy.
- All contractors and vendors are informed as to the district's proper procedures, safety guidelines and Code of Conduct while on school property.
- The 21st Century Public Academy and the maintenance contractor are partners working towards the common goal of repairing and or maintaining systems that support the business and educational process of the district.
- Maintenance contractors & vendors and their employees will act in a professional manner when working on any school site(s) and will avoid any direct contact or interaction with students.
- The maintenance contractor, their employees and subcontractors shall adhere to the districts tobacco free policies.
- The contractor / vendor will not commence work until an approved purchase order has been obtained per district guidelines. Guidelines includes proper quotes and proposals associated with invoice & warranty information and proper district approved purchase orders prior to rendering payment for services.

CONTRACT/ VENDOR SERVICE EXPECTATIONS

- Maintenance contractors and vendors are expected to review and understand the scope of work in order to appropriately quote the job.
- It is the responsibility of the contractors and vendors to request any additional information needed to clarify the scope of work.
- Maintenance contractors and vendors shall provide accurate and detailed cost proposals, in a timely manner including details of specific work not included in the proposal.
 - Proposals shall include an estimated timeframe (hours, number of technicians, overtime etc.) for completing work.
 - Cost for materials to include delivery as applicable.
 - Appropriate New Mexico Gross Receipts Tax.
- Maintenance contractors and vendors shall be licensed contractors in the State of New Mexico relevant to the work being performed.
- All contractors and vendors shall include their contractor licensure number on all proposals and provide current proof of liability insurance.
- Maintenance contractors and vendors shall follow all applicable building codes related to the work being performed.
- All contractors and vendors are expected to obtain appropriate building permits to complete work as required by NM State Law.

- Maintenance contractors and vendors shall perform clean up related to contract services in order to complete the work performed.
- Maintenance or repairs shall be accomplished in a manner and time schedule that minimizes discomfort to the buildings occupants or potential damage to the building or systems
- The service contractor is responsible for ensuring utilities are restored to equipment shut down for maintenance, service or repair upon completion of services and that equipment is in normal operating condition.
- A final report including invoice & warranty information associated to a district approved purchase order will be provided to facility /district prior to payment for services rendered.

DISTRICT STAFF RESPONSIBILITIES

- The 21st Century Public Academy will provide clear, concise "Scope of Work" for any work requested.
- The 21st Century Public Academy will provide oversight of work performed including final inspection.
- The 21st Century Public Academy will coordinate work as needed with the school site.
- The 21st Century Public Academy will provide final approval of work completed.

ACCESS CONTROL AT SCHOOL WORK SITE

- Maintenance contractors and vendors shall sign-in at the school site. The sign in log will be maintained at the front desk.
- All district loaned equipment to include keys, access cards, and badges shall be returned at the end of the Scope of Work.

SAFETY POLICIES

- Maintenance contractors are fully responsible for the safety of all workers performing Scope of Work services for the company and will be fully responsible for following all applicable safety regulations outlined by the Occupational Safety and Health Administration (OSHA) and state building codes to include Lock Out / Tag Out procedures.
- Maintenance contractors and vendors shall utilize appropriate personal protective (PPE) equipment related to work being performed and shall require anyone entering the work zone(s) to also wear appropriate PPE.
- Maintenance contractors and vendors shall provide appropriate signage necessary to warn others of work being performed that may cause injuries to others.
- Maintenance contractors and vendors are responsible for the safety of students and school district employees when working at any school site.
- Maintenance contractors and vendors shall provide any necessary temporary safety devices to separate the work being performed from the students and school district employees.

FREQUENCY AND METHODS OF COMMUNICATIONS WITH DISTRICT PERSONNEL

- The 21st Century Public Academy facilities department or designee shall designate a person who will act as the job manager for each contracted maintenance job.
- All communication with the contractor shall take place through the assigned job manager or designee.

References:

PSFA:
NM State Statute

Original Date MM/YY

Review/Revision Date MM/YY

☐ Supersedes all Previous

Approved: _____ Date ____/____/____

- Communication will occur as frequently as necessary and no less than weekly for long term projects and daily on all short-term projects and work lasting less than one day.

DOCUMENTATION OF WORK UPON COMPLETION

- Contractor/vendor will be responsible to train district staff on operation and care of equipment as applicable.
- Contractors and vendors will provide operational manuals for installed equipment
- Superintendent, Maintenance Supervisor or Designee will have final signature approval on any work completed by contractor prior to contractor/vendor leaving the site. This includes a visual review of the completed scope of work to ensure equipment is placed back in its proper operation condition.
- Contractors and vendors will provide training on newly installed equipment operation to appropriate maintenance staff as necessary.

WARRANTY

- Contractors / vendors shall provide all warranty information to appropriate staff to include principals and superintendents on all work performed.
- If replacement parts carry a longer warranty, the contractor shall provide a copy of the warranty information to district representatives.

FIMS DOCUMENTATION

- All contract vendor work completed at district sites shall be documented in the school's work order system for appropriate tracking to include labor, materials and contract information with appropriate reference to district approvals and purchase orders.

References:

PSFA:
NM State Statute

Original Date **MM/YY**

Review/Revision Date **MM/YY**

☐ **Supersedes all Previous**

Approved: _____ **Date** ____/____/____

 21 st Century Public Academy	Facility Master Plan	Policy 13.0
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PURPOSE

New Mexico state law requires all school districts to have a current five-year facilities master plan as a prerequisite for eligibility to receive NM State Capital Outlay assistance (Section 22-24-5 NMSA 1978). The Facility Master Plan provides the district with a road map on how to address their facilities needs in order to best utilize their resources and the necessary funding and timetables for completing necessary projects. The FMP identifies the necessary projects needed to provide their students with a healthy learning environment. In addition, districts need to secure the approval of the director of the Public School Facilities Authority (PSFA) prior to the construction or letting of contracts for construction of any school facility or related school structure requiring a building permit (Senate Bill 450, 2006).

POLICY

The 21st Century Public Academy preventive maintenance plan shall be incorporated into the districts Facility Master Plan (FMP). The district's capital funding strategy includes major planned maintenance and repair projects. Districts shall develop both a comprehensive Facility Master Plan and a Preventive Maintenance Plan to be eligible for a capital outlay award.

PROCEDURE

1. The administration will maintain a detailed and prioritized list of capital replacement items and system components related to the facilities.
2. On a monthly / quarterly basis, the administration will submit a report of repair items exceeding the routine expenditure cap for repair and determine a capital cost for replacement.
3. This capital list will be reviewed, assigned a priority, approved, and integrated into the Facility Master Plan.

Methods of determining capital projects:

1. Physical Building Audits and data collection – 21st Century Public Academy has a computerized maintenance management software (School Dude) system run a capital needs report. School Dude is scheduled to be up and running the first quarter of 2021.

Attachment: Projects within the 5-year Master Plan for the Site.

1. Install a solar system throughout the school.
63 Kw for \$160,000 within two years.
2. Replace (9) Carrier HVAC units on the roof of Phase I.
\$115,000 within one years.

3. Purchase 25,000 square foot building to our east for implementation of an elementary school within 3 years. Purchase and remodel \$7,500,000. Includes Elementary playground and play structure.
4. Purchase a 1-acre lot between the two buildings and install a fence and grassed playing field. \$400,000. Within 3 years.
5. Build an 8000 square foot music building with a performance area. \$1,600,000. Within 5 years.
6. Fence entire 6-acre complex. \$160,000. Within 4 years.
7. Resurface the parking areas between the buildings. \$80,000. Within 3 years.
8. Add solar to the 25,000 square foot elementary building. \$200,000 within 5 years.

References:


PSFA: Components and Guidance Document
NM State Statute: Section 22-24-5 NMSA 1978

Original Date **MM/YY**

Review/Revision Date **MM/YY**

☐ **Supersedes all Previous**

Approved: _____ **Date** ____/____/____

 21 st Century Public Academy	Facility Safety Assessments	Policy 14.0
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POLICY

The 21st Century Public Academy shall develop a program to conduct environmental safety tours/rounds at the school to proactively identify environmental deficiencies, safety hazards, and unsafe practices.

PROCEDURE

1. A monthly environmental safety calendar will be developed of department locations to be surveyed. A schedule will be created to assure that all areas where students are served are surveyed at least one time per year.
2. A data collection form to assist in identifying environmental deficiencies, hazards and unsafe practices will be utilized during environmental safety rounds.
3. Deficiencies will be documented, and work orders developed for processing, using the defined priorities and definitions.
4. Safety work orders will be prioritized to prevent further risks to students, staff, or guests.

Safety surveys and environmental tour inspections are performed regularly as outlined in Policy 5 and policy 6 of this document; however, no specific dates and times have been determined other than specified in these policies. The suggested approved template for these surveys is not available currently.

 21 st Century Public Academy	Maintaining Equipment Records	Policy 15.0
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PURPOSE

Equipment records are a vital component in the development of and the continued operation of the district's preventive maintenance program. Developing and maintaining accurate records informs administrative personnel of the equipment within their facilities, what areas they serve and the required preventive maintenance tasks necessary to maintain them in a reliable and quality manner. In addition, it informs them of the importance of the attached individual components that may need maintenance and developing strategies for replacement parts and preventive maintenance tasks.


It can also provide data that may lead to the detection of significant trends; for example, if a number of items in the same building suffer similar electrical problems, there may be an associated problem with the building electrical distribution system.

Accurate Equipment records with routine updates are necessary to begin any preventive maintenance program.

Accurate equipment records simplify making cost benefit analysis of maintenance activities. Through effective record keeping on equipment preventive maintenance tasks the districts can determine costs on preventive maintenance, equipment parts and the useful life replacement time periods and effectively budget for replacement through the capital process as needed.

POLICY

It is the policy of the 21st Century Public Academy that all facility equipment (HVAC), life safety systems, etc.) that is to be maintained by the districts personnel or their designees will be re-inventoried and documented in the sites maintenance plan on an annual basis or as equipment is replaced or added to the facilities resulting from projects and/or emergency replacements. This process should include documenting equipment specifications to include but not limited to the following items: make, model, serial numbers, warranties, service contracts, recommended preventive maintenance tasks, spare parts needed to maintain the equipment, initial and replacement cost projections. These records will be part of School Dude software program implemented the first quarter of 2021.

 21 st Century Public Academy	Quarterly Reporting	Policy 16.0
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PURPOSE

Quarterly reports, both in narrative and quantifiable data forms are an integral part of business communication and assist developing departments, superintendents and the Governance Council with improved decisions making of processes that ultimately benefit the districts quality. As a good business practice, Superintendents and the Governance Council should use the information to improve their knowledge of the schools physical conditions, capital needs and overall activities and accomplishments.

POLICY

It is the policy of the 21st Century Public Academy to create quarterly reports based on data collected and present it to the Superintendent and Governance Council for review. Quarterly reports from the Administration are to be developed and submitted to the Superintendent and Governance Council no more than 10 days into the following quarter.

At the end of every quarter (**1st Quarter** - January, February, March / **2nd Quarter** - April, May June / **3rd Quarter** - July, August, September / **4th Quarter** - October, November, December), the 21st Century Public Academy Administration shall develop a report that encompasses the maintenance and operations activities occurring during that time frame for administrative review.

	Energy Management Plan	Policy 17.0
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Energy management can be broadly defined as the proactive, organized, and systematic management of energy use in a building or organization to satisfy both environmental and economic requirements. 21st Century Public Academy is turning to energy management to reduce operating cost. The core principles that apply to all schools involve the following steps:

1. Collecting the energy data and metering energy consumption
2. Identifying opportunities to save energy
3. Taking action to save energy
4. Tracking the progress and ongoing improvements

Energy management is the foundation for saving energy at 21st Century Public Academy. Energy management enables 21st Century Public Academy to:

1. Reduce costs
2. Reduce carbon emissions and the global damage they cause
3. Reduce risk: the more dependent and consumer of energy we are, the higher the risk related to ever increasing energy cost

Collecting data is achieved by first reviewing the monthly energy bills. The day to day manual meter reading can also be utilized as time allows. 21st Century Public Academy has planned for the installation of a smart meter which will provide simultaneous as well as over time emery usage.

Identifying opportunities is achieved by investigation and analysis of the energy data. This data is summarized in tables and graphs and is helpful in determining where energy can be saved. Energy management software is available (not yet purchased) to review the data.

Taking action to save energy by identifying all the users of energy and eliminating or minimizing the problem equipment. An example of this is to remove all individual refrigerators from the classrooms. 21st Century Public Academy encourages all staff to be aware of the energy savings goals at school. The performance of the energy management program is available to all staff members. 21st Century Public Academy is proposing the installation of a 63 Kw solar system and the replacement of 10 older HVAC units with enhanced electric efficiencies.

By tracking changes 21st Century Public Academy can optimize the energy being used throughout the days, weeks, months, or years and adjust the school operation as needed to save energy. Problems are addressed immediately and recorded.

Energy management is essential for dealing with rising costs and regulatory requirements. 21st Century Public Academy's energy management program is in its infancy and with the support of all concerned our program will benefit the prosperity of all associated with our school.

References:

PSFA:
NM State Statute

Original Date **MM/YY**

Review/Revision Date **MM/YY**

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Building Assessments – FMAR

FMAR Definition: The FMAR stands for Facility Maintenance Assessment Report (FMAR). The FMAR is a Process tool used by the Public Schools Facility Authority (PSFA) to evaluate NM school facilities conditions / appearance and determine and verify the implementation of an effective maintenance management program. The results (feedback report) are used to establish a benchmark for the individual schools/districts maintenance programs in an effort towards continuous improvements and implementation of cost effective maintenance strategies.

Purpose: To establish a verifiable process to determine the extent a school district is maintaining industry standard maintenance practices; To provide constructive feedback (OFT's) to the district on facility maintenance programs; To gather and share Best Practices across the state; To establish a baseline condition score/rating of current facility maintenance programs and physical conditions; To identify districts progressing towards an "Exemplary" facility maintenance program.

A physical building assessment is a comprehensive review of a building systems and assets. Physical Building Assessments are a standard method for establishing baseline information about the components, systems, policies procedures of a new or existing buildings maintenance program. An FMAR assessment is a way of determining the status of the building maintenance program. It provides a snapshot of how the various systems are being maintained and environmental components are operating. A primary objective of an FMAR is to measure the value of implemented maintenance and operations programs effectiveness.

Building assessments are a tool for projecting current and future maintenance effectiveness & needs. Building assessments are accomplished by assessing buildings, grounds, equipment and systems, documenting the findings, and recommending service options to increase efficiency, reduce waste and save money. FMAR provides the landscape against which all building maintenance efforts and planning occur.

Knowing What You Have – The importance of a physical building assessment to include buildings, grounds, and other systems and equipment is essential for the school districts successful operation. It is a component of the districts maintenance program, and a feeder into the management of the FMP. Knowing what you have and the condition it is in is an important aspect of operating your facilities.

Building assessments require time, energy, expertise and resources. Performing a comprehensive and accurate assessment is time consuming and economical all the same because it is a necessary step in the effective & efficient management of school district buildings.

Why a Facility Maintenance Assessment – Things change. The luster and aesthetic appeal of new buildings and equipment are sure to fade over time. When buildings age, the building condition begins to exhibit normal wear and tear. The definition of what constitutes "proper maintenance", changes over the life of the equipment or building systems. Knowing the age and condition of a building or piece of equipment is a prerequisite for maintaining it properly. Otherwise, maintenance efforts are a hit or miss situation – some things only get fixed when they break (reactive), while others get maintained on a routine basis whether they need it or not (preventive). When a school knows the status of its buildings and equipment, the need for maintenance, repairs and upgrades become much clearer.

The FMAR Building Assessment: The assessment team is made up of members of the NMPSFA and school staff, if available. The assessment of the schools buildings leads to a prioritized list of repair needs & items/recommendations. The completed feedback report will paint a picture of the repair/replacement /focus area needs for the immediate period and into the future. The next step to assign a reasonable time frame for repairs using the schools CMMS programs or capital expenditure project program (FMP).

FMAR's

- Assist the school administration in knowing what they have, its condition, service history & maintenance needs.
- Provide facts, not guesswork, to inform school administrators and maintenance staff of necessary repairs to ...
- Establish a baseline for measuring buildings maintenance progress.

Building assessments should be a routine part of the buildings maintenance program. By integrating the findings of an annual assessment the district can ascertain, the impact of various maintenance and custodial strategies, and the future demands the aging process might place on the infrastructure of the school property. This information can be used to increase the efficiency and resources and cost effectiveness of building use and maintenance efforts in the immediate and near future. The assessment along with the 5 year FMP provides valuable information towards the maintenance obligations facing schools now and into the future.

 New Mexico School Name	Grounds Keeping Maintenance Plan	Policy 19.0
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DEFINITIONS:

Groundskeeping is the activity of tending an area of land for aesthetic or functional purposes, typically in an institutional setting. It includes mowing grass, trimming hedges, pulling weeds, planting flowers, etc.

PURPOSE

The purpose of the Groundskeeping Preventive Maintenance Program is to create a method for the development and implementation of a ground's maintenance program for the schools to provide an aesthetically appealing and safe environment.

POLICY

Each year the administration develops landscape maintenance work plans for the following year. Work plans are developed for the following maintenance specialties:

- General Grounds
- Xeriscape Maintenance
- Hardscape Maintenance
- Irrigation Maintenance
- Tree and Shrub Maintenance

The PM items identify the types of work that need to be completed each week/month or quarter to achieve the standards service level goals for the area(s) determined by the school administration. Adjustments to the PM items schedule are made each year to reflect changes staffing levels, district square footage, changes in the landscape nomenclature, or adjustment in water use etc.

The PM items serves as a guideline to the technical and supervisory staff. Weather and other factors impact the application of the PM items; however, overall they provide an accurate depiction of the landscape maintenance being done at the school site.

Attachments:

1. Facility Grounds-keeping Plans and drawings
2. Grounds-keeping PM Schedule

Preventive Maintenance Item	PM Frequency	JAN.	FEB.	MAR.	APR.	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Totals
Snow Removal and Salt Application	Dependent on season. By in-house facilities	X	X									X	X	4
Sprinkler System Maintenance Name of Company & Number: Hilltop Landscaping (505) 898-9690	Required Monthly By in-house facilities Repairs Outsourced			X	X	X	X	X	X	X			X	7
Trash Maintenance Of dumpster and Enclosure: City Albuquerque	Required Quarterly By in-house Facilities			X			X			X			X	4
Hedge and Tree Trimming	Quarterly Inspection By in-house Facilities			X			X			X				
Fence Maintenance	Monthly Review and Repair By in-house facilities			X			X			X			X	4
Weed Treatment	Seasonal School Policy. By in-house facilities As needed			X	X	X	X	X	X	X	X			8
Pesticide Spraying Name of Company and Number: Ant Mary (505) 304-1509	Seasonal - Must be Certified and Trained to Apply. As Needed				X						X			2
Parking Lot Maintenance/Clean up	Monthly By in-house f facilities			X			X			X			X	4
Landscape Gravel Maintenance	Quarterly By in-house facilities			X			X			X			X	4
Fall Leaf Removal	Monthly/or As needed										X	X	X	3
Curbing Maintenance Company: Unknown	Quarterly Or as needed			X			X			X			X	4
Asphalt Inspection	Quarterly			X			X			X			X	4

References:

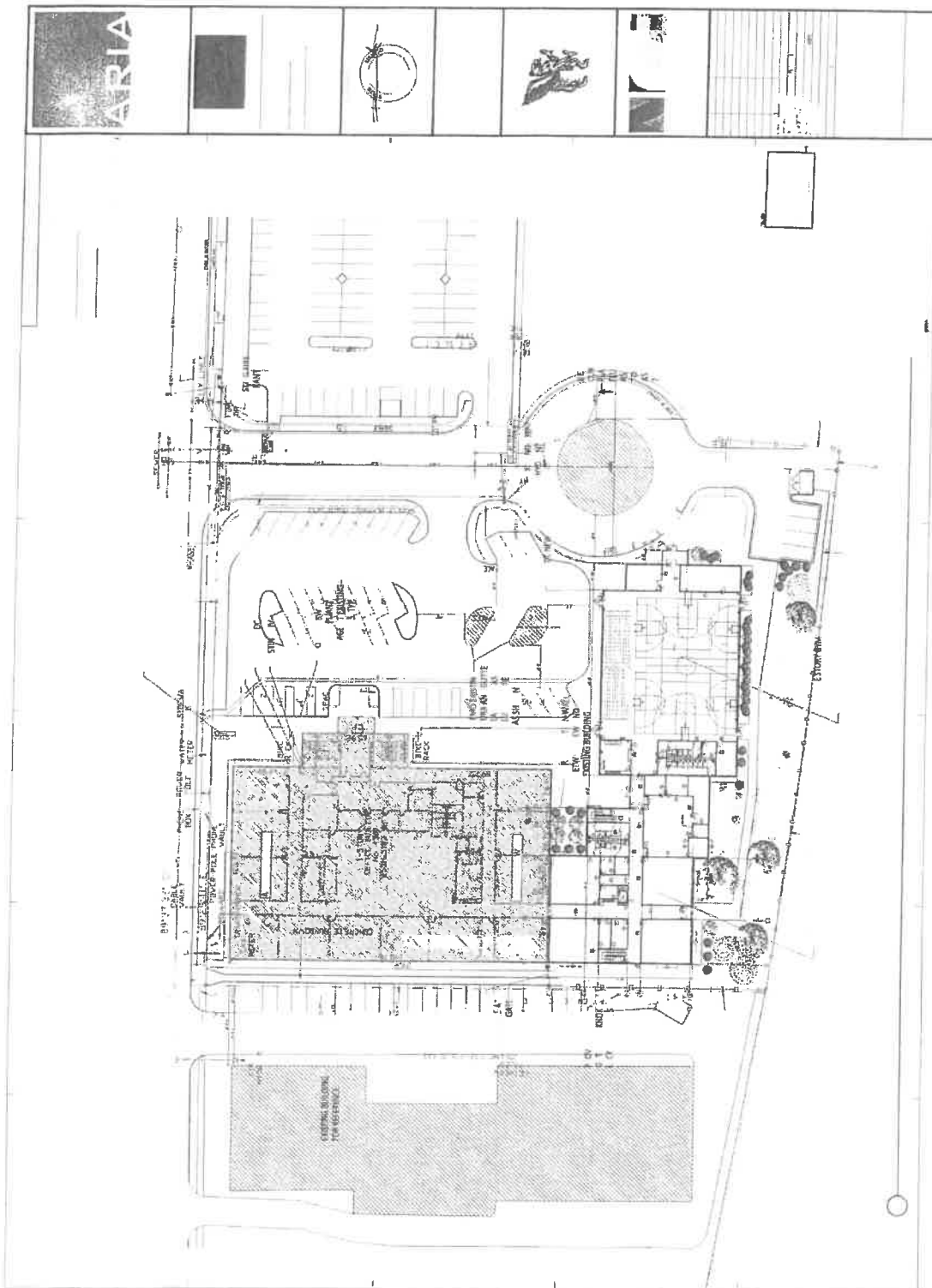
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Original Date MM/YY
 Review/Revision Date MM/YY
☐ Supersedes all Previous

Approved: _____ Date ____/____/____



21st Century Public Academy

Use of Pesticides on School Property

Policy 20.0

POLICY

The 21st Century Public Academy has developed procedures per the 2017 SITE SAFETY PLN which outlines implementation of pest management processes with consideration for reducing the possible impact of pesticide use on human health and environment, including people with special sensitivity to pesticides.

PROCEDURE

Procedures will include but are not limited to the following: 21st Century Public Academy uses an outside service vendor who is licensed and experienced in the proper application of pesticides.

Use of pesticides will be governed by the following standards:

Definitions as used in this section:

Pesticides: is any substance used to kill pests. It includes insecticides, herbicides, fungicides, rodenticides, etc.

Pests: is any organism with characteristics that are regarded by humans as injurious or unwanted.

- a. No pesticide may be applied to the 21st Century Public Academy property and no pest control device (as defined in the New Mexico Pesticide Control Act) may be used on the 21 Century Public Academy property except those pesticides and devices currently registered for legal use in the state by the New Mexico Department of Agriculture.
- b. No pesticide may be applied to the 21st Century Public Academy property except by those persons certified in the applicable category and currently licensed by the New Mexico Department of Agriculture or by employees under their direct supervision
- c. Pesticide will only be applied in or on the outside of school buildings when a pest is present and will not be applied on a regular or calendar basis unless it is to treat an infestation and is part of a pest management system being implemented to address a particular target pest. A pest is considered to be present when it is observed directly or can reasonably be expected to be present based on finding evidence such as droppings, body parts, or damage that is typically done by the pest. This section of the regulation does not apply to pre-construction termite treatments or the use of outdoor pesticides.
- d. Pesticides that are applied in a liquid, aerosolized, or gaseous form through spraying, aerosol cans, bombs, fumigation, or injections into the ground, foundation, or plants will not be applied on the 21st Century Public Academy property when students, staff or visitors are present or may reasonably be expected to be present within 6 hours of the application. In emergency cases where a pest infestation threatens the health and/or safety of the occupants of 21st Century Public Academy property and which requires the immediate application of a pesticide to remediate, students, staff,

and other school occupants will be removed from the treatment area prior to the application. Small amounts of gel or liquid pesticides applied to cracks and crevices or baits used to treat pest infestation are exempt from this section.

e. At the beginning of each year, and when new students register, 21st Century Public Academy will develop a list of parents and guardians who wish to be notified prior to pesticide application during the school year. The parents/guardians will be notified in writing prior to pesticide application. General notification of anticipated pesticide applications will occur by posting or dissemination of notices or oral communications or other means of communication. In emergency cases where a pest infestation threatens the health and/or safety of the occupants of public school property no pre-notification is required. Immediately following the application of a pesticide in emergency cases, signs will be posted indicating an application was made.

f. Written records of pesticide applications will be kept for three (3) years at the school site and will be available upon request to parents, guardians, students, teachers, and staff.

For additional procedures see POLICIES AND PROCEDURES – Pest Management from the 2017 21st Century Public Academy SITE SAFETY PLAN Section II Policies and Procedures; pages II-33 to II-42

References:

PSFA:
NM State University IPM
Board of Education

Original Date *MM/YY*

Revision Date *MM/YY*

☐ **Supersedes all Previous**

Approved: _____ **Date** ____/____/____

Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 4300 Cutler Ave NE Zip 87110

Portion of Building Addition – Two Story Classroom and Gymnasium

Use Classification Commercial Project Bldg. Permit No. 2018-13563

Occupancy Group E Type of Construction II-B Fully Sprinkled Land Use Zone N/A

Owner of Building Meld LLC Address: PO Box 9304 AMF, Albuquerque NM 87119

By:  Victoria Tena

Date: August 21, 2019

V Land Clark
Chief Building Official

IBC Code Year: 2015

POST IN A CONSPICUOUS PLACE

MAXIMUM OCCUPANT LOAD: 876

Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 4300 Cutler Ave NE

Zip 87110

Portion of Building Interior & Exterior Renovations

Use Classification

Commercial Project

Bldg. Permit No. 201721722

Occupancy Group E

Type of Construction

II-B Fully Sprinkled

Land Use Zone N/A

Owner of Building

Meld, LLC

Address: PO Box 7304, Albuquerque NM 87111



By: Victoria Tena

Date:

September 25, 2017

V Land Clark
Chief Building Official

IBC Code Year: 2009

POST IN A CONSPICUOUS PLACE

MAXIMUM OCCUPANT LOAD: 700

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

PART "A"

This Charter School Lease Purchase ("Lease") is made and entered into as of the 10th day of May, 2017, ("Reference Date Only") by and between "Landlord" and "School".

SPECIFIC LEASE PROVISIONS (SLP)

A. "Landlord": MELD, LLC, a New Mexico limited liability company

B. Landlord's Notification
Address:

c/o Brent DePonte
7770 Jefferson NE, Suite 100 (87107)
P.O. Box 9304 A.M.F.
Albuquerque, New Mexico 87119
Telephone: (505) 884-7077
Facsimile: (505) 881-5033
Email: bdp@dpinv.com

with copy to:

Chappell Law Firm, PA
Attn: Bill Chappell, Jr.
6001 Indian School Road NE
Suite 150
Albuquerque, New Mexico 87110
Telephone: (505) 878-9600
Facsimile: (505) 878-9696
Email: billc@chappellfirm.com

C. "School": 21st Century Public Academy, a public charter school

D. School's Notification
Address:

c/o Rita Hirschy, COO
6805 Academy Parkway West NE
Albuquerque, New Mexico 87109
Telephone: (505) 250-0280 ext. 110
Email: rhirschy@21stcenturypa.com

with copy to:

Reginald Olson, Qualifying Broker
eXp Realty International Corporation
6565 Americas Parkway NE, Suite 200
Albuquerque, New Mexico 87110
Telephone: (505) 239-5310
Email: reginald.olson@exprealty.com

- E. "Premises": The real estate in Bernalillo County, New Mexico, having an address of 4300 Cutler Avenue NE, Albuquerque, New Mexico 87110 described on Addendum "One" ("Land"), together with the "Building(s)" and other "Improvements" existing or to be constructed thereon, as shown on Addendum "Two".
- F. Tenant Improvements: XX (select if applicable). "Landlord's Work": Improvements to the Building(s) and other areas of the Premises to be constructed by Landlord in accordance with Addendum Three" Landlord's Work.
- G. "Permitted Use": A school and all related legal uses, including but not limited to evening events, community events, public meetings and community uses not disruptive to any adjoining properties.
- H. Certifications/Approvals/Uses: The FMP/Ed. Spec/Conflict of Interest Questionnaire were approved by NMPSFA on _____.
- I. Commencement Dates:
- (i) "Term Commencement Date":
 - (a) August 1, 2017; or
 - (b) the date on which Substantial Completion of Landlord's Work is achieved, if applicable, and Delivery of Possession of the Premises to School by Landlord occurs. The Term Commencement Date and certain other dates referenced in this Lease will be memorialized by Landlord and School within thirty (30) days after the Term Commencement Date on the "Acknowledgment of Revised Provisions" attached hereto as Addendum "Four".
 - (1) "Scheduled Term Commencement Date":
July 15, 2017.
 - (2) "Outside Term Commencement Date":
August 1, 2017.
 - (ii) "Rent Commencement Date": The date which is five (5) days following the Term Commencement Date.
- J. "Lease Term": The term of this Lease commences on the Term Commencement Date and continues for five (5) years and five (5) months after the Term Commencement Date ("Lease Expiration Date"). If the Term Commencement Date is not the first day of a calendar month, the Lease Term shall be extended for the number of days remaining in the calendar month in which the Term Commencement Date occurs so that the Lease Expiration Date shall be the last day of a calendar month. In no event shall the Lease Expiration Date be later than thirty (30) years after the Effective Date.
- K. Rent: "Base Rent" is the rent payable pursuant to Addendum "Five". The "Estimated Monthly Base Rent" is \$36,591.64. The Estimated Monthly Base Rent is based on the As Is Cost of Premises and the Estimated Construction Cost. The Base Rent will be adjusted

pursuant to Addendum "Five", if the Final Construction Cost deviate from the Estimated Construction Cost.

- L. "Security Deposit": \$10,000.00. The Security Deposit shall be paid as follows: check to Landlord.
- M. Brokers: None, representing Landlord ("Landlord's Broker"); and Reginald Olson representing School ("School's Broker").
- N. Lease Purchase:
- (i) "As is Cost of Premises": \$5,500,000.00.
 - (ii) "Estimated Construction Cost": \$0.00.
 - (iii) "Estimated Lease Purchase Price" [N(i) plus N(ii)]: \$5,500,000.00.
 - (iv) "Lease Interest Rate": 7% per annum.
 - (v) "Lease Amortization Period": 30 years.
- O. School's Insurance: School shall maintain insurance coverage as required by the NMPSIA pursuant to Section 6.20.2.20 NMAC. The initial coverages shall be as reflected on Addendum "Six".
- P. "Title Company": First American Title Insurance Company.
- Q. "Title Commitment": The commitment for a leasehold owner's title policy from the Title Company which is attached hereto as Addendum "Seven".
- R. "Permitted Exceptions": The exceptions to title reflected on the Title Commitment that have been approved by School as shown on Addendum "Eight", and such other exceptions as are approved in writing by School prior to the Term Commencement Date
- S. "Title Policy": The leasehold owner's title policy to be issued to School by Title Company and paid for by Landlord.
- T. "Memorandum": Addendum "Nine" attached hereto which is to be executed and filed coincidentally with the execution of this Lease.
- U. Contingencies: The following are contingencies to Landlord's and/or School's obligations under the terms of this Lease:
- (i) Landlord and School shall approve the Final Plans (Addendum "Three" Landlord's Work, Section I) not later than _____ ("Plans Approval Date");

(ii) _____.

The "Contingency Termination Date" is: May 30, 2017.

V.	Addenda to SLP:	Addendum "One"	Legal Description of the Land
		Addendum "Two"	Diagram of Premises
		Addendum "Three"	Landlord's Work
		Addendum "Four"	Acknowledgment of Revised Provisions
		Addendum "Five"	Base Rent and Lease Purchase Calculations
		Addendum "Six"	School's Insurance
		Addendum "Seven"	Title Commitment
		Addendum "Eight"	Permitted Exceptions
		Addendum "Nine"	Memorandum
W.	Exhibits to GLT:	Exhibit "A"	Amendments to General Lease Terms

References in the "General Lease Terms" to the "Specific Lease Provisions" or "SLP" are references to the information set out above. Each term used but not defined in the SLP shall have the meaning set forth in the General Lease Terms. If a conflict exists between the Specific Lease Provisions and the General Lease Terms, the Specific Lease Provisions will control. References to "Paragraphs" are to the Specific Lease Provisions and references to "Articles" or "Sections" are to the General Lease Terms.

Addendum "One"

Legal Description of the Land

(To be attached)

Addendum "Two"

Diagram of Premises

(To be attached)

Addendum "Three"

LANDLORD'S WORK

(THE PARTIES MAY SUBSTITUTE AIA, AGC OR COMPARABLE INDUSTRY APPROVED FORMS FOR THIS ADDENDUM)

THIS ADDENDUM forms a part of the Charter School Lease Purchase executed by Landlord and School.

I. Approved Plans: **None**

Subject to and upon the conditions hereinafter set forth, Landlord agrees to construct or cause to be constructed on the Land, Landlord's Work substantially in accordance with NMPSFA requirements described on Schedule I attached hereto ("NMPSFA Requirements") and the preliminary plans and specifications described on Schedule II attached hereto (the "Preliminary Plans"). School has reviewed and hereby approves the Preliminary Plans.

Within _____ () days after the Effective Date, Landlord shall provide School a copy of the final plans and specifications based on the Preliminary Plans ("Final Plans"). School shall have _____ () days after receipt of the Final Plans to approve or disapprove of same by providing written notice thereof to Landlord. If School disapproves of the Final Plans, Landlord shall have ten (10) days after the receipt of the disapproval to agree to cure all objections of School, or Landlord shall provide written notice to School that it elects not to cure some or all of School's objections to the Final Plans. Thereafter, School shall have ten (10) days after the receipt of Landlord's election not to cure all of School's objections to waive the failure to cure and approve the Final Plans, with any modifications Landlord has approved, or to terminate this Lease. If this Lease is terminated pursuant to this Section I, all Prepaid Rent and the Security Deposit shall be returned by Landlord to School, and neither party shall have any further obligations under the terms of this Lease, except as to those matters which specifically survive termination.

The Final Plans, as the same may be modified pursuant to this Section I, shall be the "Approved Plans". If the parties do not approve the Approved Plans on or before the Plans Approval Date, either party may terminate this Lease pursuant to the provisions of Section 2.05 of the GLT.

Landlord shall provide School with an "as built" set of plans for the Landlord's Work within thirty (30) days after the Term Commencement Date.

II. "Construction Cost": (select one)

____ (a) "Fixed Construction Cost": \$ _____; or

X (b) "Cost Plus Construction Cost": Cost of Work plus _____% ("Cost Plus Percentage"), not to exceed \$ _____ ("Maximum Cost").

The costs and expenses for Landlord's Work based on the Approved Plans are subject to either the Fixed Construction Cost or the Cost Plus Construction Cost amounts as set forth above. In either event, Landlord shall be responsible for all cost overruns in excess of the applicable Construction Cost, and the same shall not be billed to School or increase the Base Rent to be paid by School.

If Cost Plus Construction Cost applies, upon request, Landlord shall provide School monthly during the construction of Landlord's Work with all invoices and bills for materials and labor related to Landlord's Work. The following costs and expenses shall be included in the cost of Landlord's Work (collectively "Cost of Work"):

- a. Salaries or wages of all labor including foremen, mechanics, drivers, sub-contractors, laborers, and all others necessary for the proper conduct of the work and for the time employed on the work, together with any Social Security and taxes in connection with such labor.
- b. Disbursements made and obligations incurred for or in connection with the furnishing, delivery and installation of all materials, structural accessories, machinery, equipment and other items required to be furnished and done hereunder; also for and in connection with the construction equipment and maintenance at the site of the work, and elsewhere as required; and for or in connection with all insurance, bonds, fees, royalties and permits.
- c. Disbursements made and obligations incurred pursuant to subcontracts made hereunder, less all counter charges collected from subcontractors.
- d. All utilities utilized during the Landlord's Work.
- e. All loading and unloading, express and freight delivery charges.
- f. Disbursements for materials or supplies furnished from Landlord's stock which shall be charged to the work at a fair market price.
- g. All costs of capital employed and money borrowed.
- h. All surveys, inspections and tests of the site.
- i. All necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

The term Cost of Work shall not include salaries of Landlord's officers or salaries of any Person employed in the office of Landlord.

Landlord's overhead or general expenses of any kind related to Landlord's Work and Landlord's profit shall not be deemed a Cost of Work, but rather are incorporated within the Cost Plus Percentage.

III. Contractors and Subcontractors:

Landlord will select the general contractor to construct Landlord's Work (the "Contractor"), and Landlord will promptly enter into a contract with the Contractor on Landlord's standard form of construction contract for the construction of Landlord's Work. Landlord shall have the right to select architects, engineers, subcontractors, and other professionals, as it deems necessary or desirable.

IV. Construction of Landlord's Work:

Landlord will cause substantial completion of Landlord's Work to occur on or before the Outside Term Commencement Date, which date is subject to Force Majeure. "Substantial Completion" of Landlord's Work shall be deemed to be on the date that (a) Landlord delivers a certification to School

from Landlord's architect or the Contractor that Landlord's Work has been completed in accordance with the Approved Plans, subject only to a punch list ("Punch List") of minor items remaining to be corrected by Landlord, which will be prepared by representatives of Landlord and School, and which will not materially interfere with School's Permitted Use of the Premises, (b) a "certificate of occupancy" or comparable certificate has been issued for Landlord's Work by the appropriate governmental authority, and (c) the Premises and Improvements comply with the Educational Occupancy Standards or Statewide Adequacy Standards, as applicable. Landlord and School shall cooperate to obtain necessary approvals for the Substantial Completion of Landlord's Work. Landlord and the School will complete the Punch List prior to the Term Commencement Date, unless otherwise agreed by the parties.

School has certain funds for construction, remodeling or tenant improvements. Landlord and School will cooperate and, if practicable, use the same general contractor so that the Tenant's Work and the Landlord's Work is done simultaneously or in parallel.

V. Insurance: Landlord shall comply with the following requirements related to insurance during the construction of Landlord's Work:

a. General Requirements

Insurers must be authorized to do business (and have an agent for service of process) in the State and either (1) have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating; or (2) otherwise be acceptable to School as evidenced by School's written approval of such insurer. All policies shall name Landlord and School as an additional insured or loss payee, as applicable. Certificates of insurance (and endorsements) must be on forms acceptable to School delivered to School prior to commencement of the Landlord's Work. The Contractor shall furnish a certificate of insurance which shall include a thirty (30) day cancellation clause requiring the insurer to mail thirty (30) day written notice to School prior to any cancellation or termination of insurance. Contractor shall not commence nor continue to perform any of Landlord's Work unless Contractor, at its own expense, has in full force and effect all required insurance. All policies shall be on an occurrence (as opposed to claims made) basis. Certificates of insurance for all coverages required herein shall be provided to School prior to the commencement of Landlord's Work and shall remain in effect until after the Landlord's Work is completed.

b. Worker's Compensation and Employer's Liability Insurance

Contractor shall comply with all applicable provisions of the New Mexico Worker's Compensation Act and the New Mexico Occupational Disease Disablement Law. Contractor shall procure and maintain during the life of the construction contract complete Worker's Compensation and Employer's Liability Insurance in accordance with the Requirements of Law. Contractor shall require each subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in Landlord's Work. Worker's Compensation coverage shall be carried in the amounts of the statutory limits. Contractor shall provide and Contractor shall cause each subcontractor to provide Employer's Liability coverage of not less than \$100,000 for each person.

c. Liability Insurance

Contractor shall procure and maintain commercial general liability insurance. The policy(ies) shall provide limits of not less than those shown below:

\$ 2,000,000 General Aggregate
2,000,000 Products/Completed Operations Aggregate
2,000,000 Personal Injury
100,000 Property Damage
50,000 Medical Expense (any one person)

Excess insurance or umbrella liability insurance will be acceptable in obtaining the above limits. The Products and Completed Operations Liability Insurance must be maintained for a period of not less than one (1) year following Substantial Completion of Landlord's Work.

d. Builder's Risk

Contractor shall provide Builder's Risk insurance coverage for the Landlord's Work (for full insurable value to replace/repair up to the Construction Cost. Such coverage shall include Completed Work in progress and insure against the perils of fire and "all risk" insurance for physical loss or damage including, theft, vandalism or malicious mischief.

e. No Limitation of Liability

Nothing contained in this Section V is to be construed as a limitation of the liability of Contractor excepting, in no event will Contractor or Landlord be liable for indirect, consequential or punitive damages.

VI. Warranties:

All of Landlord's Work shall include a one (1) year builder's limited warranty against defects in materials and workmanship commencing on the Term Commencement Date, the benefits of which shall accrue to both Landlord and School. Further, School shall have the benefit of all extended warranties and manufacturer's warranties related to the Landlord's Work.

VII. Entry by School:

With prior notice to Landlord and Landlord's approval, which approval shall not be unreasonably withheld or delayed, School shall have the right to enter the Premises prior to the completion of Landlord's Work for the sole purpose of installing fixtures and equipment, provided School procures and maintains the liability insurance as required in Article XIII of the GLT, and the work shall be performed in such a manner and at such times as to not interfere with or delay the Contractor and the Landlord's Work.

VIII. Change Orders:

School may request changes to the Approved Plans. Any changes are subject to Landlord's consent, which may not be unreasonably withheld. If Landlord approves any of School's requested changes to the Approved Plans, all of Landlord's actual costs and expenses in excess of the Construction Cost associated with such changes, including, but not limited to, increases in the Contractor's fees, will be paid by School. The additional costs shall be paid either in cash, unless otherwise agreed to by Landlord

. Prior to implementing any requested change to the Approved Plans, Landlord will prepare and deliver to School for School's approval a written "Change Order" setting forth the estimated cost of such requested changes and the number of days of delay associated therewith, if any. If School fails to approve, execute, and deliver to Landlord such Change Order within five (5) Business Days following delivery of the Change Order by Landlord, School will be deemed to have withdrawn the proposed change. As part of its approval of any Change Order, School agrees to be responsible to pay the amount of all Change Orders.

IX. School Delay:

"School Delay" shall mean any delay in the construction of Landlord's Work caused by School, other than Force Majeure, including, without limitation and in addition to other reasons set forth herein, interference with the construction of Landlord's Work and the failure to supply or cause to be supplied any equipment or material which School is responsible to supply. Each day of School Delay will add one (1) day to the Term Commencement Date, provided however, the Rent Commencement Date shall not be changed. If the School Delay results in the Term Commencement Date occurring after the Rent Commencement Date, the Rent Commencement Date shall not be extended.

X. Final Construction Cost: Prior to the Term Commencement Date, Landlord and Tenant shall agree upon the "Final Construction Cost" based on the Cost of Work, as qualified by Section II hereof, and applicable Change Orders.

Schedule I
to
Addendum "Three"

NMPSFA REQUIREMENTS

(To be attached)

Schedule II
to
Addendum "Three"

PRELIMINARY PLANS

(To be attached)

Addendum "Four"

(TO BE USED WHEN PROVISIONS IN THE SLP ARE REVISED OR DETERMINED AFTER LEASE EXECUTION)

ACKNOWLEDGMENT of REVISED PROVISIONS

THIS ACKNOWLEDGMENT is entered into effective the _____ day of _____, 20____,
by and between _____ ("Landlord") and
_____ ("School")

WHEREAS, Landlord and School entered into a Lease Purchase dated _____, 20____
("Lease") involving the Premises located at _____,
_____, New Mexico _____; and

WHEREAS, the parties desire to establish the Term Commencement Date, Rent Commencement
Date, and/or revise other terms and provisions of the Lease.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration,
the receipt of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. All capitalized terms shall have the definitions set forth in the Lease, unless otherwise
defined herein.
2. The Term Commencement Date is hereby acknowledged to be _____, 20____.
3. The Rent Commencement Date is hereby acknowledged to be _____, 20____.
4. The Lease Expiration Date is hereby acknowledged to be: _____.
5. The parties acknowledge and agree that the Lease Purchase Price and the Base Rent are
amended as shown on Revised Addendum "Five" attached hereto.
6. _____.
7. Except as herein modified and amended, the remaining terms and provisions of the Lease
shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first
hereinabove set forth.

Landlord:

School:

_____, a

_____, a

By: _____

By: _____

Name: _____
Title: _____

Name: _____ Title: _____

Addendum "Five"

BASE RENT and LEASE PURCHASE CALCULATIONS

Estimated Lease Purchase Price: \$5,500,000.00.

Lease Interest Rate: 7 %.

Lease Amortization Period: 30 years.

Estimated Monthly Base Rent: \$36,591.64.

Attached as Schedule I to this Addendum "Five" is an amortization schedule which reflects the Estimated Lease Purchase Price amortized over the Lease Amortization Period at the Lease Interest Rate. Base Rent each month is a fixed amount comprised of the "Lease Principal Payment" and the "Lease Interest Payment" shown on Schedule I. The column on the Schedule reflecting the declining balance due on the Estimated Lease Purchase Price each month is the "Outstanding Principal Balance". When and if School exercises the Option to Purchase, the Final Lease Payment shall equal the Outstanding Principal Balance due on the Lease Purchase Price for the last month Base Rent has been paid by School, with the Lease Interest Payment prorated, if applicable.

If the Final Construction Cost deviates from the Estimated Construction Cost, Landlord and Tenant shall substitute a Revised Addendum "Five" and Schedule I to reflect the amortization of the revised "Lease Purchase Price", and the recalculated Base Rent amount. If the Final Construction Cost equals the Estimated Construction Cost, the Estimated Lease Purchase Price shall be the "Lease Purchase Price" and the Estimated Monthly Base Rent shall be the "Monthly Base Rent".

Schedule I
to
Addendum "Five"

LEASE PURCHASE PRICE AMORTIZATION

<u>Payment Date</u>	<u>Lease Interest Payment</u>	<u>Lease Principal Payment</u>	<u>Outstanding Principal Balance</u>
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Addendum "Six"

SCHOOL'S INSURANCE

(initial coverages to be attached)

Addendum "Seven"

TITLE COMMITMENT

(To be attached)

Addendum "Eight"

PERMITTED EXCEPTIONS

(To be attached)

Addendum "Nine"

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE
MEMORANDUM**

This is a Memorandum of that certain New Mexico Public School Facilities Authority Charter School Lease Purchase dated May 10, 2017 ("Lease"), by and between MELD, LLC, a New Mexico limited liability company ("Landlord") and 21st Century Public Academy, a public charter school ("School").

Landlord and School hereby acknowledge that:

- A. The "Premises" described in the Lease are located in the County of Bernalillo, State of New Mexico and are more particularly described on Exhibit "A" attached hereto.
- B. The term of the Lease expires on May 10, 2022.
- C. The Lease grants School an option to purchase the Premises.

The purpose of this Memorandum is to give record notice of the existence of the Lease and to confirm certain rights created therein.

This Memorandum may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF the parties have executed this Memorandum as of the dates set forth in their respective acknowledgments.

SIGNATURE PAGE ONE
TO
MEMORANDUM

LANDLORD:

MELD, LLC, a New Mexico limited liability
company

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by
_____, as _____ of
MELD, LLC, a New Mexico limited liability company.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

SIGNATURE PAGE TWO
TO
MEMORANDUM

SCHOOL:

21st Century Public Academy, a public charter school

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____, by
_____, as _____ of
21st Century Public Academy, a public charter school.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

EXHIBIT "A" TO MEMORANDUM

Legal Description of Premises

(To Be Attached)

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

PART "B"

DEFINITIONS

Capitalized terms shall have the following meanings:

"Acknowledgment of Revised Provisions" means Addendum "Four".

"Additional Rent" is defined in Section 4.03.

"Alterations by School" is defined in Article X.

"Anti-Donation Clause" means Article IX, Section 14 of the New Mexico Constitution.

"Approved Plans" is defined in Addendum "Three" Landlord's Work, Section I.

"As Is Cost of Premises" is defined in Paragraph N(i) of the SLP.

"Base Rent" is defined in Paragraph K(i) of the SLP.

"Board" means the governing council of School.

"Building(s)" means the building(s) within the Premises.

"Business Day(s)" means any day other than a Saturday, a Sunday or a day on which federal banks are authorized by law to remain closed.

"Change Order(s)" is defined in Addendum "Three" Landlord's Work, Section VIII.

"Charter School Act" is Sections 22-8B-1, et seq. NMSA 1978, as amended.

"Closing Date" is defined in Section 6.05(a).

"Construction Cost" is defined in Addendum "Three" Landlord's Work, Section II.

"Contingency Termination Date" is defined in Paragraph U of the SLP.

"Contractor" is defined in Addendum "Three" Landlord's Work, Section III.

"Conveyance Deed" is defined in Section 6.05(g).

"Cost of Work" is defined in Addendum "Three" Landlord's Work, Section II.

"Cost Plus Construction Cost" is defined in Addendum "Three" Landlord's Work, Section II(b).

"Cost Plus Percentage" is defined in Addendum "Three" Landlord's Work, Section II(b).

"County" means the county in which the Premises is located.

"Delivery of Possession" is defined in Section 8.02(a).

"Early Termination" is defined in Section 3.02.

"Educational Occupancy Standards" shall be effective until July 1, 2015, and means the requirements of New Mexico Construction Codes for the use and occupancy of the Premises and Common Areas for a school, or if applicable, Section 22-8B-4.2 F(2) NMSA 1978, as amended.

"Effective Date" is the date the last of Landlord and School fully execute this Lease.

"Estimated Base Rent" is defined in Paragraph K(i) of the SLP.

"Estimated Construction Cost" is defined in Paragraph N(ii) of the SLP.

"Estimated Lease Purchase Price" is defined in Paragraph N(iii) of the SLP.

"Event(s) of Default" is defined in Section 17.01(a).

"Event of Nonappropriation" is defined in Section 7.02.

"Final Lease Payment" is defined in Section 6.04.

"Final Plans" is defined in Addendum "Three" Landlord's Work, Section I.

"First Mortgage" is defined in Section 18.01.

"Fiscal Year" means School's fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.

"Fixed Construction Cost" is defined in Addendum "Three" Landlord's Work, Section II(a).

"Force Majeure" shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within thirty (30) days of such event causing the prevention, delay or stoppage.

"GLT" is the General Lease Terms.

"Hazardous Materials" is defined in Section 16.02.

"Hazardous Materials Laws" is defined in Section 16.02.

"Improvements" means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be constructed, removed, altered or otherwise renovated pursuant to the terms of this Lease.

"Land" is defined in Paragraph E of the SLP and Addendum "One".

"Landlord" is defined in Paragraph A of the SLP.

"Landlord's Broker" is defined in Paragraph M of the SLP.

"Landlord's Casualty Insurance" is defined in Section 13.01(b).

"Landlord's Liability Insurance" is defined in Section 13.02.

"Landlord's Work" is defined in Paragraph F of the SLP and Addendum "Three".

"Lease" is this Charter School Lease Purchase, and it includes all amendments or supplements hereto.

"Lease Amortization Period" is defined in Paragraph N(v) of the SLP.

"Lease Expiration Date" is defined in Paragraph J of the SLP.

"Lease Interest Payment" is defined in Addendum "Five".

"Lease Interest Rate" is defined in Paragraph N(iv) of the SLP.

"Lease Principal Payment" is defined in Addendum "Five".

"Lease Purchase Act" means Sections 22-26A-1, et seq. NMSA 1978, as amended.

"Lease Purchase Price" is defined in Addendum "Five".

"Lease Term" is defined in Paragraph J of the SLP.

"Maximum Cost" is defined in Addendum "Three" Landlord's Work, Section II(b).

"Memorandum" means Addendum "Nine".

"Net Proceeds" is defined as: (i) the gross proceeds received: (a) from any insurance, performance bond or condemnation award or in lieu payment regarding the Premises, or (b) as a consequence of any default or breach of warranty under any contract relating to the Premises, minus (ii) expenses incurred in the collection of such gross proceeds or awards.

"NMPSFA" means the New Mexico Public Schools Facilities Authority.

"NMPSFA Requirements" is defined in Addendum "Three" Landlord's Work, Section I.

"NMPSIA" means the New Mexico Public Schools Insurance Authority.

"Option Money" is defined in Section 6.01.

"Option Purchase Price" is defined in Section 6.04.

"Option to Purchase" is defined in Section 6.01.

"Outside Term Commencement Date" is defined in Paragraph I(i)(b)(2) of the SLP.

"Outstanding Principal Balance" is defined in Addendum "Five".

"PEC" is the Public Education Commission of the State of New Mexico.

"PED" is the Public Education Department of the State of New Mexico.

"Permitted Encumbrances" means the easements, restrictions and encumbrances set forth on Addendum "Eight" and those encumbrances approved by School.

"Permitted Use" is defined in Paragraph G of the SLP.

"Person" means any natural person, firm, corporation, partnership, limited liability company, State or local charter school, political subdivision of any state, other public body or other organization or association.

"Plans Approval Date" means Paragraph U(i) of the SLP.

"Preliminary Plans" is defined in Addendum "Three" Landlord's Work, Section I

"Premises" is defined in Paragraph E of the SLP.

"PSCOC" means the Public School Capital Outlay Council.

"Punch List" is defined in Addendum "Three" Landlord's Work, Section IV.

"Real Estate Related Taxes" is defined in Article XII.

"Reference Date Only" is the dated reflected in the first paragraph of this Lease.

"Repair and Replacement Fund" is defined in Paragraph K(ii) of the SLP and Section 9.01(d).

"Rent Commencement Date" is defined in Paragraph I(iv) of the SLP.

"Requirements of Law" means any federal, State or local statute, ordinance, rule or regulation, any judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including but not limited to any of the foregoing relating to zoning, environmental, health or safety issues.

"Scheduled Term Commencement Date" is defined in Paragraph I(i)(b)(1) of the SLP.

"School" is defined in the Paragraph C of the SLP.

"School Delay" is defined in Addendum "Three" Landlord's Work, Section IX.

"School Lien" is defined in Section 3.05(d).

"School's Broker" is defined in Paragraph M of the SLP.

"School's Casualty Insurance" is defined in Section 13.01(a).

"Security Deposit" is defined in Paragraph L of the SLP.

"SLP" is the Specific Lease Provisions.

"State" means the State of New Mexico.

"Statewide Adequacy Standards" shall be effective July 1, 2015, for new leases and renewals of existing leases, and means the standards established in Sections 6.27.30.1 -.19 NMAC related to the use of the Premises and Common Areas for a school, and which standards Landlord is obligated to maintain at no additional cost to School or the State, or if applicable, Section 22-8B-4.2 F(2) NMSA 1978, as amended.

"Substantial Completion" is defined in Addendum "Three" Landlord's Work, Section IV.

"Term Commencement Date" is defined in Paragraph I(i) of the SLP.

"Title Commitment" means Addendum "Seven".

"Title Company" is defined in Paragraph P of the SLP.

"Title Policy" is defined in Paragraph S of the SLP.

"Title Policy Delivery Condition" is defined in Section 2.06.

"Tort Claims Act" is the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE**

PART "C"

GENERAL LEASE TERMS
RECITALS

I. School is a public charter school duly organized and validly existing pursuant to the New Mexico Charter Schools Act (Sections 22-8B-1, et seq. NMSA 1978, as amended) (the "Charter School Act"), and School is authorized by the Charter School Act to contract with a third party for the lease purchase of a school building and grounds pursuant to the New Mexico Public School Lease Purchase Act (Sections 22-26A-1, et seq. NMSA 1978, as amended) (the "Lease Purchase Act").

II. Landlord is the owner of the Premises.

III. School has determined it is in the best interests of School to lease, with an option to purchase, the Premises from Landlord pursuant to this Lease, and the "Board" has duly authorized entering into this Lease; and Landlord has determined it is in the best interests of Landlord to lease, with an option to purchase, the Premises to School pursuant to this Lease, and Landlord has duly authorized entering into this Lease.

IV. The terms and provisions of Part "A", Specific Lease Provisions (SLP), which contain the variable provisions of this Lease, are incorporated herein.

V. Part "B", Definitions, is incorporated herein.

VI. This Part "C", General Lease Terms, shall not be modified, except by language in Part "A", Special Lease Provisions, addenda, amendments and exhibits referenced therein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

ARTICLE I

DEFINITIONS

The capitalized terms in the SLP and the GLT shall have the definitions provided for in Part "B" Definitions.

ARTICLE II

REPRESENTATIONS, COVENANTS, WARRANTIES;
ACKNOWLEDGMENTS; CONTINGENCIES; CONDITIONS

Section 2.01. Representations, Covenants and Warranties by Landlord. Landlord represents, covenants and warrants that:

(a) Landlord (i) if an entity, is duly organized, existing and in good standing under

the laws of the State, (ii) is the owner of the Premises, (iii) if an entity, is duly authorized, by its governing body and applicable law, to own the Premises, to lease the Premises to School, to sell the Premises to School, and to execute, deliver and perform its obligations under this Lease, and (iv) if an entity, the representatives of Landlord executing this Lease have been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Landlord's governing body or by other appropriate official action.

(b) As of the Term Commencement Date, the Landlord represents and warrants that Landlord's Work has been or will be completed in accordance with Addendum "Three".

(c) Landlord has no conflict of interest with School or other third parties involving this Lease that have not been disclosed, reviewed and accepted by the Board.

(d) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Landlord is now a party, or which is binding on Landlord.

Section 2.02. Landlord Acknowledgment. Landlord acknowledges and recognizes that:

(a) This Lease will be terminated upon the occurrence of an Event of Nonappropriation; and

(b) This Lease will be terminated upon nonrenewal or revocation of School's charter.

Section 2.03. Representations, Covenants and Warranties by School. School represents, covenants and warrants that:

(a) School is a public charter school duly authorized by the Albuquerque Public School District and duly organized and validly existing under the laws of the State.

(b) State law authorizes School to lease, operate, maintain and purchase the Premises, to enter into this Lease and the transactions contemplated herein, and to carry out its obligations under this Lease, subject to the limitations and conditions stated herein.

(c) The representatives of School executing this Lease have been duly authorized to execute and deliver this Lease by a resolution of the Board or by other appropriate official action.

(d) School is not aware of any current violations of any Requirements of Law relating to the Premises, and School has complied with all Requirements of Law with respect to this Lease and acquisition of the Premises, and all other Requirements of Law.

(e) School has included sufficient monies in its operating budget to pay the Base Rent and Additional Rent estimated to be payable in the current Fiscal Year.

(f) School will use best efforts to satisfy the terms of this Lease, including purchasing the Premises from Landlord with funds obtained from grant assistance from the PSCOC or from other available revenue or funding sources. The School has no present intent to move to any other location.

Section 2.04 Triple Net Lease. This is a "Triple Net Lease", meaning School is responsible for all costs related to the Premises (including all maintenance, repairs and replacements, ad valorem taxes, insurance and utilities), except for specific obligations related to warranties of Landlord related to Landlord's Work, latent defects in the Premises and the tortious conduct of Landlord. If applicable, Landlord shall be responsible for certain obligations related to repairs and replacements which shall be reimbursed to Landlord from the Repair and Replacement Fund, as more particularly provided for in Article IX.

Section 2.05 Contingencies. If any contingencies are provided for in Paragraph U of the SLP, the party benefitted thereby may terminate this Lease on or before the Contingency Termination Date if the stated contingency(ies) fails, by providing written notice to the other party, in which event this Lease shall terminate and the Security Deposit and all other prepayments by School shall be returned to School unless otherwise provided for herein. In the event of termination as provided for in this Section 2.05, neither party shall have any further obligations under the terms of this Lease, except as to matters which specifically survive termination. If the party benefitted by the contingency(ies) does not terminate this Lease prior to the Contingency Termination Date, any such contingencies shall be deemed satisfied or waived, and this Lease shall remain in full force and effect.

Section 2.06. Title Policy Delivery Condition. A condition of School's obligations under the terms of this Lease is that Landlord provide, at Landlord's expense, the Title Policy in conformance with the Title Commitment, and subject only to the Permitted Exceptions, effective on or immediately prior to the Term Commencement Date ("Title Policy Delivery Condition"). If the Title Policy Delivery Condition is not satisfied or waived by School, School shall have the right to terminate this Lease prior to the Rent Commencement Date, if Landlord does not deliver the Title Policy, and in such event Landlord shall return to School the Security Deposit, all payments for Change Orders, and all other amounts advanced by School.

ARTICLE III

DEMISE OF PREMISES: LEASE TERM

Section 3.01. Demise of Premises. Landlord hereby leases to School and School leases from Landlord, on the terms and conditions set forth herein, the Premises for the Lease Term.

Section 3.02. Lease Term; Early Termination. The Lease Term shall commence on the Term Commencement Date and shall expire on the Lease Expiration Date. Notwithstanding the foregoing, the Lease Term shall expire earlier than the Lease Expiration Date upon the first to occur of the following ("Early Termination"):

- (a) the purchase of the Premises by School pursuant to Article VI;
- (b) June 30 of any Fiscal Year during which an Event of Nonappropriation has occurred;
- (c) termination of this Lease following an Event of Default in accordance with Article 17.01;

- (d) the end of the then current Fiscal Year; or
- (e) the final effective date of any nonrenewal/revocation of School's charter by the applicable authorities.

Section 3.04. Intentionally Omitted.

Section 3.05. Effect of Early Termination, School Lien. Upon Early Termination:

(a) All unaccrued obligations of School hereunder shall terminate, but all obligations of School that have accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Default, School's right to possession of the Premises hereunder shall terminate and (i) School shall, within ninety (90) days, vacate the Premises; and (ii) if and to the extent the Board has approved a budget with funds for payment of Base Rent and Additional Rent payable during the Lease Term, School shall pay such Base Rent and Additional Rent to Landlord until the end of the then current Fiscal Year.

(c) If the termination occurs because of the occurrence of an Event of Nonappropriation or the nonrenewal of School's charter, the termination shall be effective as of the last day of the then current Fiscal Year.

(d) Notwithstanding the provisions of Sections 3.05 (a), (b) and (c), if School funds (or other public funds), above those required for Base Rent are used to construct or acquire capital Improvements, the depreciated costs of any such capital Improvements shall constitute a lien on the Premises in favor of the School ("School Lien"), and then, if this Lease is terminated prior to the Final Lease Payment and the First Mortgage or other liens that are not Permitted Exceptions are released, at the option of the School: (i) the School may foreclose on the School Lien in the same manner as mortgages with a one (1) month right of redemption in lieu of nine (9) months. The School Lien shall be subordinate to the First Mortgage and any subsequent First Mortgage. Upon request, School will sign appropriate documents to subordinate its lien to a First Mortgage.

ARTICLE IV

BASE RENT: ADDITIONAL RENT: SECURITY DEPOSIT

Section 4.01 Base Rent. From and after the Rent Commencement Date, School shall pay the Base Rent in equal monthly installments, on or before the first day of each month, without demand. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, then the monthly installment of Base Rent for the first fractional month shall be equal to 1/30th of the monthly installment of Base Rent for each day from the Rent Commencement Date to the end of the first partial month.

Section 4.02. Components of Base Rent. Each installment of Base Rent is comprised of the Lease Principal Payment and the Lease Interest Payment. Landlord shall apply each payment of Base Rent first to interest as reflected on Addendum "Five", and the balance to principal which shall reduce the Lease Purchase Price pursuant to Addendum "Five".

Section 4.03. Additional Rent. The School shall pay as "Additional Rent" the following expenses related to the Premises:

- (a) Real Estate Taxes pursuant to Article XII.
- (b) School utilities pursuant to Article XI.
- (c) School's Casualty Insurance pursuant to Section 13.01(a), or if applicable, Landlord's Casualty Insurance pursuant to Section 13.01(b).
- (d) Maintenance, repairs and replacements of the Premises pursuant to Article IX, including the Repair and Replacement Fund, if applicable.

Additional Rent shall also include all other amounts due and payable under the terms of this Lease, except Base Rent.

Section 4.04 Security Deposit. Landlord in its discretion and from time to time and at any time shall be entitled to apply any portion or all of the Security Deposit to reimbursement or satisfaction of any and all Events of Default by School and/or any and all damages, losses, attorneys' fees, costs or expenses of Landlord resulting therefrom, including those not remedied by School within the period, if any, expressly provided for in this Lease for such remedial action. Upon Landlord giving School notice of any such application of the Security Deposit, School shall, within thirty (30) days thereafter, pay to Landlord a sum sufficient to restore the amount of the Security Deposit to the amount set forth in the SLP. Within thirty (30) days following expiration of the Lease Term (except as otherwise provided by law), Landlord shall refund to School any balance of the Security Deposit remaining on deposit with Landlord which has not been applied to reimbursement or satisfaction of the foregoing items, and Landlord shall have no further liability with respect to such Security Deposit. Interest shall not be payable or paid on the Security Deposit or any balance thereof. Landlord shall not be required to segregate the Security Deposit in a separate account.

ARTICLE V

USE: QUIET ENJOYMENT

Section 5.01. Use. The Premises shall only be used for the Permitted Use, unless used with Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. School shall comply with all Requirements of Law related to the Premises and School's use thereof, and School shall not take any action that would constitute a nuisance, nor permit any unlawful practice to be carried on or committed at the Premises.

Section 5.02. Quiet Enjoyment. Landlord covenants that School, subject to payment of Base Rent and Additional Rent, and performing the covenants of this Lease shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term.

ARTICLE VI

CONTINGENT OBLIGATION TO PURCHASE

Section 6.01. Option to Purchase. For and in consideration of \$1.00 ("Option Money") Landlord grants to School the option to purchase the Premises at the time, for the consideration and upon the terms and conditions set forth in this Article ("Option to Purchase").

Section 6.02. Option Term. The Option to Purchase will commence on the Lease Commencement Date and will terminate on the first to occur of Early Termination or the Lease Expiration Date. If closing, funding and recording of the Conveyance Deed does not occur on or before the earlier to occur of Early Termination or the Lease Expiration Date, the Option to Purchase shall expire and thereafter be of no further force or effect.

Section 6.03. Exercise of Option. School's election to exercise the Option to Purchase must be evidenced by written notice to Landlord, not less than four (4) months prior to the proposed date for closing. However, if the Premises has been financed by the Landlord through issuance of tax exempt bonds, the exercise of the Option to Purchase must be in accordance with the bond documents. School shall not have the right to exercise the Option to Purchase if there is an outstanding uncured default by School.

Section 6.04. Calculation of Lease Purchase Price. The Lease Purchase Price is subject to revision due to an adjustment in the Construction Cost, as provided for in Addendum "Five". If School exercises the Option to Purchase, the "Option Purchase Price" shall be the Outstanding Principal Balance on the Closing Date, with all Lease Interest Payments, prorated if applicable, paid current ("Final Lease Payment"), plus the payment of the Option Money.

Section 6.05. Closing.

(a) Title Company. Closing on the purchase of the Premises shall occur on the closing date proposed by School, or such other date as is mutually approved by the parties ("Closing Date") at the Title Company (or such other title company selected by School).

(b) Payment by School. At closing School shall pay the Option Purchase Price, together with all unpaid Base Rent and Additional Rent, in cash or other immediately available collected funds.

(c) Payoff of First Mortgage. Any First Mortgage or other liens or encumbrances which were not Permitted Exceptions excepting any School lien or other lien created or permitted by School shall be paid at closing from Landlord's proceeds.

(d) Title Insurance. Landlord shall pay the premiums for endorsing the Title Policy as a standard coverage owner's policy, and School shall be responsible for all other title insurance fees related to any new title insurance, including other endorsements and the deletion of exceptions thereto.

(e) Closing Costs. Landlord and School shall split the Title Company's closing fee, recording fees and other closing costs equally.

(f) Prorations. No prorations shall apply to the Closing Date, since this is a net lease, except the crediting to School of any Security Deposit and prorating Base Rent or other prepaid amounts under the terms of this Lease.

(g) Conveyance. Landlord shall convey title to the Premises by special warranty deed subject only to the Permitted Exceptions and real estate taxes from and after the Term Commencement Date, the School Lien and other liens created or permitted by School ("Conveyance Deed"). Landlord shall also assign, transfer and convey to School all tangible and intangible personal property related to the Premises and School's use thereof, including but not limited to plans, contracts, warranties, leases, fixtures, equipment, etc., in "as is, where is" condition.

(h) Documents. The parties shall execute all documents reasonably necessary for

Closing but neither party will be required to sign documents materially increasing its liability.

Section 6.06. Performance of Lease. School's right to exercise the Option to Purchase is conditioned upon no uncured Event of Default at the time School exercises the Option to Purchase and at closing.

Section 6.07. Priority. The Option to Purchase shall be a covenant running with the land and the parties shall execute and record the Memorandum in the real estate records of the County on or immediately after the Effective Date.

Section 6.08. Assignment of Option, Binding Effect. School may only assign the Option to Purchase to an assignee of School's entire interest in this Lease pursuant to Article XV.

ARTICLE VII

APPROPRIATION: EVENT OF NONAPPROPRIATION: LIMITATION ON OBLIGATIONS

Section 7.01. Budget. School representatives shall include in each annual budget proposal submitted to the Board during the Lease Term the entire amount of Base Rent and estimated Additional Rent (including payments into the Repair and Replacement Fund, if applicable) scheduled to be paid during the next ensuing Fiscal Year; it being the intention of School that any decision to continue or to terminate this Lease shall be made solely by the Board, in its sole discretion, and not by any other official of School.

Section 7.02. Event of Nonappropriation. An "Event of Nonappropriation" shall be deemed to have occurred:

On June 30 of any Fiscal Year if the State legislature or other outside funding source has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay all Base Rent and all Additional Rent scheduled to be paid in the next ensuing Fiscal Year; provided, however, School must prioritize its budgeting so as to pay Base Rent and Additional Rent prior to payment of increased operating costs of any kind excepting ad valorem taxes and insurance costs.

Section 7.03. Exercise of Right.

(a) In the event School has determined to exercise its annual right to terminate this Lease effective on June 30 of any Fiscal Year, School shall give written notice to such effect to Landlord not later than April 1 of such Fiscal Year; provided, however, that a failure to give such notice shall not prevent School from terminating this Lease for any subsequent Fiscal Year.

(b) School shall furnish Landlord with copies of all budget measures relating to Base Rent and Additional Rent promptly upon the adoption thereof by the Board, but not later than thirty (30) days following the adoption thereof by the Board; provided however, that a failure to furnish copies of such measures shall not constitute an Event of Default.

(c) Subject to the provisions of Section 7.05, School specifically agrees that it shall not declare or cause to be declared by School, the Board or any other officer of School with such authority, an Event of Nonappropriation unless the State Legislature or the Albuquerque Public School District eliminates or discontinues funding for lease reimbursement payments to schools or decreases said funding below an amount which is sufficient for School to pay the Base Rent and Additional Rent from the lease reimbursement funding source.

Section 7.04. Limitations on Obligations of School.

(a) Payment of Base Rent and Additional Rent by School shall constitute currently appropriated expenditures of School and may be paid from any legally available funds.

(b) School's obligations under this Lease shall be subject to School's annual right to terminate this Lease upon the occurrence of an Event of Nonappropriation or upon nonrenewal or revocation of School's charter.

(c) No provision of this Lease shall be construed or interpreted (i) to directly or indirectly obligate School to make any payment in any Fiscal Year in excess of amounts appropriated for such Fiscal Year; (ii) as creating a debt for multiple Fiscal Years, direct or indirect, other financial obligation whatsoever of School within the meaning of the Anti-Donation Clause or any other constitutional or statutory limitation or provision; (iii) as a delegation of powers by School; (iv) as a loan or pledge of the credit or faith of School or as creating any responsibility by School for any debt or liability of any Person within the meaning of the Anti-Donation Clause; or (v) as a donation or grant by School to, or in aid of, any Person within the meaning of the Anti-Donation Clause.

(d) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of monies of School, nor shall any provision of this Lease restrict the future issuance of any obligations of School, payable from any class or source of monies of School.

(e) Notwithstanding any other provisions of this Lease, School shall be under no obligation to purchase the Premises.

ARTICLE VIII

LANDLORD WORK: DELIVERY OF POSSESSION: CONDITION OF PREMISES: EARLY ACCESS TO PREMISES

Section 8.01 Construction of Landlord's Work. If applicable, Landlord shall cause Landlord's Work to be constructed in accordance with Addendum "Three". School shall cooperate at all stages to promote the efficient and expeditious completion of Landlord's Work.

Section 8.02. Delivery of Possession.

(a) "Delivery of Possession" of the Premises shall be deemed to occur: (i) the Term Commencement Date, or (ii) if applicable, Substantial Completion of Landlord's Work and Landlord's written notification to School that School may take possession of the Premises, which date shall occur on or about the Scheduled Term Commencement Date, and not later than the Outside Term Commencement Date.

(b) If Landlord does not deliver possession of the Premises to School on or before the Outside Term Commencement Date, unless such failure is due to an Event of Default by School, or Force Majeure, the Term Commencement Date shall be extended one (1) day for each day of delay, but the Lease Expiration Date shall not be extended. Further, since the actual damages which School would sustain due to such a delay would be difficult to calculate, the parties agree that liquidated damages equal to two (2) days of Base Rent abatement for each day of delay would be a reasonable approximation of such damages. Provided further, School may terminate this Lease if Delivery of Possession of the Premises does not occur within thirty (30) days of the Outside Term Commencement Date by providing written notice thereof to Landlord not later than thirty-five (35) days after the Outside Term Commencement Date. In such event, the Security Deposit, any payments by School for Change Orders, and any other prepayments shall be returned to School and the parties shall have no further obligations under the terms of this Lease, except for those matters which specifically survive termination.

Section 8.03 Early Access to Premises. School will have the right to enter the Premises before the Term Commencement Date to install fixtures and equipment, provided however, such access shall be subject to: (a) School coordinating with Landlord and its Contractor, if applicable; (b) School providing Landlord evidence that all insurance required of School in Article XIII has been obtained; and (c) such access shall be subject to the provisions of this Lease, except that the payment of Base Rent and Additional Rent shall not be due prior to the Rent Commencement Date. School's early access must not unreasonably interfere with Landlord's Work.

ARTICLE IX

REPAIRS AND MAINTENANCE: LIENS

Section 9.01. Repairs and Maintenance by School.

(a) School shall be responsible maintaining, preserving and keeping the Premises in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Premises in such condition, and in compliance with all Requirements of Law, except as to Landlord's repair and maintenance obligations set forth in Section 9.02.

(b) Notwithstanding Section 9.01 (a), and except to the extent of the Net Proceeds, School shall not be responsible for repairs, maintenance or replacement obligations that arise as a result of the tortious conduct of Landlord, or which are subject to the indemnity obligations of Landlord.

(c) If, within thirty (30) days after written notice by Landlord to School (or such shorter time as may be required in an emergency or pursuant to Requirements of Law), School fails to provide any of the maintenance, repairs or replacements required of School, and/or fails to complete the same with reasonable diligence, then Landlord may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be due and payable by School to Landlord, as Additional Rent within thirty (30) days of School's receipt of written demand therefor.

(d) Repair and Replacement Fund. If the creation of a Repair and Replacement Fund is referenced in Paragraph K(ii) of the SLP, School shall make the deposits for the Repair and Replacement Fund into an FDIC insured bank account on a monthly basis. The monies in the Repair and Replacement Fund shall be used by School to pay maintenance, repair and replacement expenses referenced in Section 9.01(a). The amount to be paid into the Repair and Replacement Fund shall be reviewed and adjusted annually or as deemed appropriate by School.

Section 9.02. Repairs and Maintenance by Landlord.

(a) If a Repair and Replacement Fund has been established pursuant to Paragraph K (i) of the SLP, Landlord shall perform the repair and replacement obligations of School and be reimbursed by School from the Repair and Maintenance Fund. To the extent insufficient funds are in the Repair and Replacement Fund, School shall reimburse Landlord directly for said excess expenses. School agrees to give Landlord written notice of any repair and replacement obligations that are Landlord's responsibility under the terms of this Section 9.02 (a).

(b) Landlord shall be responsible for, and shall pay for all repairs and replacements, related to warranty obligations related to Landlord's Work, the tortious acts or omissions of Landlord, its employees, agents and representatives.

(c) If, within thirty (30) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the costs thereof shall be due and payable immediately by Landlord, or from the Repair and Replacement Fund, if applicable.

Section 9.03. Liens and Encumbrances.

(a) School shall keep the Premises free and clear of all mechanics' liens and other liens or encumbrances on account of work done for School or Persons claiming under it. If any such lien shall at any time be filed against the Premises, School shall cause the same to be discharged within sixty (60) days after the recording thereof; provided, however, in the event School is contesting such lien in good faith, School shall have the right to discharge such lien by posting a bond with the applicable State court. If School shall fail to cause the same to be discharged within said sixty (60) day period, then, in addition to any other right or remedy of Landlord resulting from School's said default, Landlord may, but shall not be obligated to, following seven (7) days written notice to School, discharge the same either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. School shall repay to Landlord, as Additional Rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 9.03(a), including all costs, expenses and attorneys' fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' lien or other lien law.

(b) Should any claim of lien be filed against the Premises or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(c) Landlord shall have the right to post and keep posted upon the Premises notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. School shall, before the commencement of any work which might result in any such lien, give Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

Section 9.04 Right of Access. Landlord, its agents, servants and employees shall have the right to enter the Premises: (i) during school hours, with reasonable frequency, upon reasonable prior notice to School, and in the presence of School's personnel for the purpose of inspecting the same to ascertain whether School is performing the covenants of this Lease; and (ii) after school hours, including in the event of an emergency, for the purpose of undertaking required maintenance, repairs, alterations or additions. Landlord agrees to cause as little inconvenience as reasonably possible to School, its employees, students and invitees in connection therewith.

ARTICLE X

ALTERATIONS BY SCHOOL: SIGNAGE

Section 10.01 Alterations by School. School shall have the right to make changes and Improvements to the then existing Premises, as School shall desire ("Alterations by School"). Provided however, any Alterations by School that are structural, affect mechanical, plumbing, electrical, or other Building systems, or impact the square footage of the then existing Building(s) shall be subject to Landlord's prior written approval, in its reasonable discretion. The Alterations by School (whether structural or non-structural) shall not reduce the fair market value of the Premises, as reasonably determined by Landlord. School agrees to indemnify Landlord and hold Landlord harmless against any loss, liability or damage resulting from Alterations by School.

Section 10.02 Signage. School shall have the right, at its expense, to install signage within the Premises which complies with all Requirements of Law, and which has been approved by Landlord, in its reasonable discretion.

ARTICLE XI

UTILITIES

School, at School's sole cost, shall before delinquency pay all deposits and bills for utilities delivered to the Premises during the Lease Term (including, without limitation, gas, electric, water, sewer, telephone, data, internet, TV and trash removal). Landlord shall not be liable in any way for any payment, deposit or other charges for utilities delivered to the Premises during the Lease Term. Landlord shall not be responsible for the quality, quantity or interruption of utility services, except to the extent a disruption in service is due to the negligent or intentional acts or omissions of Landlord, its employees, agents and representatives. If School fails to pay when due any charges referred to in this Article, Landlord may, but shall not be obligated to, pay the bills for utilities and School shall reimburse Landlord, as Additional Rent, for any amounts so paid by Landlord within thirty (30) days of School's receipt of written demand therefor.

ARTICLE XII

TAXES

Pursuant to Section 22-26A-5.1B of the Lease Purchase Act, the Premises are to be considered "public property". However, to the extent the Premises are not tax exempt, beginning on the Term Commencement Date, School shall pay the County treasurer, or reimburse Landlord as Additional Rent, of all real property taxes and assessments (including ad valorem taxes, general and special assessments, parking surcharges, any tax or excise on rents and any tax or charge for governmental services such as street maintenance or fire protection) payable with respect to the Premises and any Improvements constructed thereon, and any other tax or charge that is in lieu of or a substitute for any of such taxes or charges (such as gross receipts taxes) which are levied or assessed against the Premises, and taxes on the fixtures and equipment located in or on the Premises (collectively "Real Estate Related Taxes"). School may pay all Real Estate Related Taxes in installments if permitted by applicable Requirements of Law.

School may contest an assessment or tax bill related to the Real Estate Related Taxes by providing written notice to Landlord. Any such contest shall be at School's sole cost and expense; provided further that School shall be required to pay any taxes or post a bond to ensure no penalties or interest are assessed as a result of any such contest.

School shall also pay, prior to delinquency, all taxes, assessments, license fees and public charges or levies, assessed or imposed upon School's business operations, trade fixtures, leasehold improvements, equipment, merchandise and other personal property in or on the Premises.

ARTICLE XIII

INSURANCE

Section 13.01. Casualty Insurance.

(a) Subject to the availability of such coverage from NMPSIA, commencing on the Term Commencement Date and for the Lease Term, School shall carry and maintain or cause to be

carried and maintained in full force and effect, at School's sole cost and expense, fire and extended coverage insurance upon the Premises, including all Improvements thereon, in an amount equal to the replacement cost of the Improvements, excluding foundation and excavation costs ("School's Casualty Insurance"). The initial coverages of School's Casualty Insurance is set forth on Addendum "Six".

(b) If School is unable to obtain School's Casualty Insurance at any time during the Lease Term, Landlord shall procure casualty insurance from an insurance company authorized to do business in New Mexico which shall, at a minimum, include:

(i) the full estimated replacement cost of the Premises [except as provided in Sections 13.01 (b) (iii), (iv) and (v) with respect to terrorism, flood and earthquake coverage], and at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) [ISO broad causes of loss form (CP 10 20)].

(ii) Equipment breakdown insurance covering the Building(s), fixtures, equipment, tenant improvements and betterments, and School's personal property from loss or damage caused by the explosion of steam boilers or pipes.

(iii) Terrorism coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(iv) Flood coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(v) Earthquake coverage with a limit equal to the full replacement cost of the Building(s) shall be provided. This requirement is subject to annual review by NMPSIA and modification in recognition of changes in the insurance marketplace.

(vi) All such policies shall name Landlord and School as insureds.

(collectively, "Landlord's Casualty Insurance"). School shall reimburse Landlord for the cost of such insurance within thirty (30) days after having been billed therefore.

Section 13.02. Landlord's Liability Insurance. During the Lease Term, Landlord shall maintain in full force and effect a policy or policies of insurance providing comprehensive general liability coverage of not less than a \$2,000,000.00 limit per occurrence, including coverage for property damage, bodily injury and wrongful death ("Landlord's Liability Insurance"). The amount of Landlord's Liability Insurance shall be subject to NMPSIA increasing the minimum coverage.

Section 13.03. Additional School Insurance. Prior to the earlier of the Term Commencement Date or School accessing the Premises, and during the Lease Term, School shall, at its own expense, obtain and maintain such other insurance coverages as are required by Section 6.20.2.20 NMAC, as amended. The initial coverages to be carried by School are set forth on Addendum "Six".

Section 13.04. Policies. All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of New Mexico. Certificates of such insurance shall be delivered to the other party, and upon written request, the original or certified copies of policies shall be provided to the other party. At least ten

(10) days prior to the expiration date of any policy, the certificate of renewal for such insurance shall be delivered to the other party.

Section 13.05. Waiver of Subrogation. Landlord and School hereby waive any recovery of damages against each other (including their employees, officers, directors, agents or representatives) for loss or damage to the Building(s), Premises, Improvements, betterments, fixtures, equipment, and any other personal property to the extent covered by the School's Casualty Insurance and the Landlord's Casualty Insurance. Further, Landlord and School waive all rights against each other and their agents, officers, directors and employees for recovery of damages to the extent the damages are covered by the workers compensation and employers liability insurance obtained by Landlord or School and related to this Lease. Landlord and School shall obtain endorsements to their policies to effect the waiver of subrogation provided for in this Section 13.05.

Section 13.06. Notice. As to Landlord, and as to School, if and to the extent permitted by NMPSIA, all insurance required to be carried by the parties shall be endorsed to contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Landlord, School and any holder of a First Mortgage at least thirty (30) days in advance of such cancellation or modification.

ARTICLE XIV

DAMAGE AND DESTRUCTION; CONDEMNATION; LOSS OF TITLE

(a) If (i) the Premises (or any portion thereof) is destroyed or damaged by fire or other insured casualty, (ii) title to, or the temporary or permanent use of, the Premises (or any portion thereof) or the interest of School or Landlord in the Premises (or any portion thereof), is taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, (iii) the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any destruction or condemnation action shall be deposited into a special trust fund held by Landlord and School, as their interests may appear. Base Rent and Additional Rent shall abate during the period of time that the School cannot occupy the Premises. If only a portion of the Premises is destroyed or taken, rent will be abated only as to the portion which cannot be occupied by the School.

If the Premises, or substantial portions thereof are destroyed or substantially damaged so as to substantially impair School's uses for educational purposes, and the destruction or damage to the Premises cannot be substantially restored within ninety (90) days from the time of such damage or destruction, then Landlord or School shall have the right to terminate this Lease.

(b) Subject to subsection (a) of this Article, if the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in subsection (a) of this Article are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair and restore the Premises (or portion thereof) and any excess shall be delivered to Landlord or School, as their interests may appear.

(c) If the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in subsection (a) of this Article are more than the amount of Net Proceeds available, then:

(i) School may elect either:

(A) request that Landlord use the Net Proceeds promptly to repair, restore, modify or improve or replace the Premises (or portion thereof) with materials of a value equal to or in excess of the value of the Premises (or applicable portion thereof), and pay prior to commencement of construction, the costs thereof in excess of the amount of the Net Proceeds, or

(B) to terminate this Lease.

(ii) If School does not have funds to pay the excess as set out in (i) above, Landlord may terminate this Lease.

ARTICLE XV

ASSIGNMENT; SUBLETTING

Section 15.01. Transfer of School's Interest in Lease and Premises. School may assign, transfer or convey School's interest in this Lease and the Premises, including the Option to Purchase, with Landlord's consent (which consent shall not be unreasonably withheld or delayed), without cost to the School, to a locally chartered or State-chartered school or to the State or one of its institutions, instrumentalities or other political subdivisions. The assignee shall acquire all rights and benefits of its predecessor in interest under the terms of this Lease, including credit for all Lease Principal Payments and Lease Interest Payments. Except as provided in this paragraph, School shall not have the right to assign this Lease or the Option to Purchase.

Nothing in this Section 15.01 shall be deemed to prohibit, limit or restrict the School's power to enter into joint powers agreements as provided for in Sections 11-1-1, et seq. NMSA 1978, as amended, for the shared use of the Premises.

Section 15.02. Restriction on Mortgage or Sale of Premises by School. Prior to closing on the purchase of the Premises, School will not mortgage, sell, assign, transfer or convey the Premises or any portion thereof.

Section 15.03. Subleasing by School. School may sublease or grant a right to use all or any portion of the Premises to another public school for the Permitted Use, without Landlord's approval; provided further that School remains fully liable under this Lease, and School shall maintain its direct relationship with Landlord, notwithstanding any such sublease, grant or use. In such event, School will pay to Landlord the excess, if any, paid by lessee or other user over the amounts paid by School under the Lease.

Section 15.04. Non-waiver. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Any attempted or purported assignment or sublease without Landlord's consent shall constitute an Event of Default.

Section 15.05. No Release. No assignment or subletting, whether with or without Landlord's consent shall relieve School from its covenants and obligations under this Lease.

Section 15.06. By Landlord. In the event of the transfer and assignment by Landlord of its interest in the Premises and this Lease to a Person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and School agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any Security Deposit given by School to secure performance of School's obligations hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation

relating thereto.

ARTICLE XVI

HAZARDOUS MATERIALS LAWS

16.1. Landlord Warranties and Representations. Landlord warrants to the best of Landlord's knowledge, that as of the Effective Date and the Term Commencement Date, but without warranty as to any work School may have done or caused to be done, there are no hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other substances (the word "substance" includes liquids, solids and gases) potentially dangerous to human health or the environment or which may require remedy at the behest of any governmental authority located on, in or under the Premises, and Landlord has received no notice and has no independent knowledge of the possible or actual disposal or use of any such substances on, in or under the Premises or any violation or claimed violation of the laws, rules and regulations relating to hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other similar substances; to the extent any of the above-mentioned substances are removed from or remediated at the Premises by the Landlord, Landlord will also provide verification of such removal or remediation. As of the Effective Date, Landlord warrants to the best of Landlord's knowledge, that the Premises do not contain any underground treatment or storage tanks or gas or oil wells. Landlord shall indemnify and hold School harmless from, and defend School against any and all loss, cost or liability (including, without limitation, court costs, attorney's fees, consultant's fees, clean-up costs, fines, penalties, damages and amounts paid in settlement, and all direct, indirect, incidental or consequential losses incurred) arising out of any event or condition constituting a breach or inaccuracy of the representations and warranties set forth in this Section.

16.2. Compliance with Hazardous Materials Laws. School and Landlord mutually agree that each shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to industrial hygiene, environmental protection of the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, PCBs, asbestos, formaldehyde, radioactive materials or waste, or other hazardous toxins, contaminated or polluting materials, substances or waste, including, without limitations, any "hazardous substances", "hazardous materials", "toxic substances" or "regulated substance" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

16.3. School Indemnity. Upon the Term Commencement Date and acceptance of the Premises by the School, and thereafter for the Lease Term, School shall be responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Landlord or School directly or indirectly arising out of or attributable to the violation by School of any Hazardous Materials Law, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the Premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the Premises; and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall, subject to the limitations and waivers, if any, provided for in the Tort Claims Act, indemnify Landlord and hold Landlord harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability.

16.4. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld or delayed, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in the other party's reasonable judgment, impair the value of said party's interest in the Premises; provided, however, that prior consent shall not be necessary in the event

that: (a)(i) the presence of Hazardous Materials on, under, or about the Premises either poses an immediate threat or is of such a nature that an immediate remedial response is necessary, or (ii) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (iii) such action is required by government order; and (b) it is not possible to obtain the other party's consent before taking such action; provided that in such event notice, shall be given as soon as practicable of any action so taken.

Section 16.05. Survival of Landlord's and School's Indemnities, Obligations and Liabilities. School's and Landlord's indemnities, obligations and other liabilities under this Article XVI shall survive the expiration or other termination of this Lease.

ARTICLE XVII

DEFAULTS AND REMEDIES

Section 17.01. Events of Default by School Defined.

(a) Any of the following shall constitute an "Event of Default" under this Lease:

(i) failure by School to pay Base Rent within ten (10) days after the receipt of written notice from Landlord following the applicable due date;

(ii) failure by School to pay Additional Rent within thirty (30) days after the receipt of written notice (unless a shorter period is specifically provided for in this Lease) following the applicable due date, or if such Additional Rent is payable to a Person other than Landlord, when nonpayment thereof has, or may have, a material adverse effect upon the Premises or the interest of Landlord in the Premises;

(iii) failure by School to vacate the Premises, subject to the provisions of Section 3.05(b);

(iv) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of School in all or any portion of this Lease or the Premises in violation of Sections 15.01 and 15.02 or any succession to all or any portion of the interest of School in the Premises in violation of Sections 15.01 and 15.02 or other provision hereof;

(v) failure by School to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) (i), (ii), (iii) or (iv) of this Section 17.01, for a period of thirty (30) days after written notice given to School by Landlord specifying such failure and requesting that it be remedied shall be given to School by Landlord;

provided, however, that if the failure stated in the notice cannot reasonably be corrected within said thirty (30) day period and corrective action shall be instituted within said thirty (30) day period and diligently pursued until the default is corrected, no Event of Default shall occur;

(vi) School shall (A) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, (B) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) have an order for relief entered against it under applicable federal bankruptcy law, or (E) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against School in any bankruptcy, reorganization or insolvency proceeding; or

(vii) an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) consecutive days.

(b) The provisions of subsection (a) of this Section 17.01 are subject to the following limitations:

(i) School shall be obligated to pay Base Rent and Additional Rent only during the Lease Term, except as otherwise expressly provided in Section 3.05(b)(ii); and

(ii) if, by reason of Force Majeure, School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rent or Additional Rent hereunder, School shall not be deemed in default during the continuance of such inability; provided, however, that School shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing School from carrying out such agreement, except that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of School and shall not be deemed a force majeure.

Section 17.02. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, Landlord may take one or any combination of the following remedial steps:

(a) terminate the Lease Term and give notice to School to vacate the Premises, in the manner provided in Section 3.05(b).

(b) lease School's interest in all or any portion of the Premises; and/or

(c) recover from School:

(i) the portion of Base Rent and Additional Rent payable pursuant to Section 3.05(b)(ii);

(ii) the portion of Base Rent for the then current Fiscal Year that has been reimbursed to the School by PSCOC, regardless of when School vacates the Premises to Landlord; and

(iii) the portion of the Additional Rent for the then current Fiscal Year, but only to the extent such Additional Rent is payable prior to the date, or is

attributable to the use of the Premises prior to the date that School vacates the Premises and delivers the Premises to Landlord;

(d) enforce any provision of this Lease by equitable remedy, including, but not limited to, enforcement of the restrictions on assignment, subletting, encumbrance, conveyance, transfer or succession under Article XV by specific performance, writ of mandamus or other injunctive relief; and

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Premises under this Lease, subject, however, to the limitations on the obligations of School set forth in Sections 7.04.

Section 17.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 17.04. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid sublease (of which it has knowledge) under Article XV of an Event of Default by School within five (5) days after the occurrence.

Section 17.05. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within a reasonable period of time, not to exceed thirty (30) days after receipt of written notice from School specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within said thirty (30) day period and diligently pursue the cure to conclusion, then Landlord shall be liable to School for any damages sustained by School as a result of Landlord's breach. If, after notice to Landlord of default, Landlord (or any holder of a First Mortgage) fails to cure the default as provided herein, then School shall have the right to cure said default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any such amount against any payments of Base Rent and Additional Rent or any other charges due and payable under this Lease. No remedy herein conferred upon School is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Provided, however, Landlord shall not be liable for any indirect, consequential or punitive damages or damages for any period of the current Fiscal Year for which funds for the Lease have been appropriated.

ARTICLE XVIII

FIRST MORTGAGE: SUBORDINATION: ESTOPPEL

Section 18.01. First Mortgage. The "First Mortgage" is the mortgage or deed of trust secured by the Premises which is a Permitted Exception listed in the Title Policy or placed on the Premises in the future.

Section 18.02. Subordination. This Lease and the rights of School hereunder are expressly subordinate and subject to any First Mortgage now or hereafter encumbering the Premises, including the Land, Building(s) and other Improvements included therein, or any portions thereof, subject only to School's receipt of a written non-disturbance agreement and recognition of the Option to Purchase (subject to School not being in default hereunder beyond applicable grace and cure periods) for the benefit of School, in a form reasonably acceptable to School. School shall execute and deliver to Landlord such documents (in a form reasonably acceptable to School) and take such further action as Landlord in its

reasonable discretion deems necessary or advisable to confirm, effect, or maintain such subordination and non-disturbance within fifteen (15) Business Days after written request of Landlord or such First Mortgage holder.

Section 18.03. Estoppel. School agrees that it will from time to time within fifteen (15) Business Days after written request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify School and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm the Term Commencement Date, the Rent Commencement Date, the Lease Term, the amount of Base Rent and Additional Rent or other sums due by School hereunder, and the amount of the Security Deposit and any payments of Base Rent and Additional Rent more than one (1) month in advance of their due dates, or other deposits in the possession of Landlord, shall confirm to the best of its knowledge that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default specifying any default), and shall contain such other information or confirmations as Landlord may reasonably require.

ARTICLE XIX

INDEMNITY

Section 19.01. Indemnification by School. Landlord releases and discharges School and its "public employees" as defined in the Tort Claims Act from any and all claims, damages and causes of action arising out of any damage to or destruction of the Premises where such damage or destruction was not caused by the negligent or willful act of School or any of its "public employees." Within the limits and subject to the provisions of the Tort Claims Act, School shall protect, defend, indemnify, and save harmless Landlord from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, proximately caused by School, its employees and volunteers acting within the scope of their duties, pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord, its agents, representatives and employees in which case the doctrine of comparative negligence shall apply. Nothing hereby shall be construed to waive or in any way abrogate immunities of the School preserved by the Tort Claims Act.

Section 19.02. Indemnification by Landlord. Except to the extent caused by the negligent or willful acts of the School, its employees and volunteers, Landlord shall protect, defend, indemnify, and save harmless School, its employees and volunteers acting within the scope of their duties from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, arising out of the negligent or intentional acts or omissions of Landlord, its agents, representatives, and employees.

Section 19.03. Survival of Indemnities. The indemnities contained in this Lease shall specifically survive the expiration of the Lease Term or earlier termination of this Lease.

Section 19.04. Limitations on Indemnities. No indemnities contained herein shall extend to those matters for which indemnification is prohibited pursuant to Section 56-7-1 NMSA 1978, as amended.

ARTICLE XX

SURRENDER AND HOLDING OVER

Upon the expiration of the Lease Term, if School has not exercised the Option to Purchase, School shall deliver all keys to the Premises to Landlord and shall surrender the Premises to Landlord broom clean and in as good order and condition as existed on the Term Commencement Date, except for ordinary wear and tear and damage by fire or other casualty, and loss due to condemnation. In the event School continues to occupy the Premises after the expiration of the Lease Term, such occupancy shall be considered a tenancy from month-to-month at a rent equal to the Base Rent and Additional Rent due for the last full calendar month of the Lease Term, and such tenancy shall be upon and subject to all of the other terms, provisions, covenants and agreements set forth herein, including Section 3.05(b)(i) excepting that the purchase option shall not apply. Upon the expiration or termination of this Lease, School shall remove, at its expense, any trade fixtures and personal property of School in the Premises, and those Improvements and Alterations by School which were paid for by School and which would violate the Anti-Donation Clause if they were to remain; but any damage to the Premises caused by such removal shall be repaired by School at the time of the removal. Alternatively, Landlord shall reimburse School for the School Lien Value depreciated for the useful life of such Improvements based upon IRS depreciation schedules applicable to privately owned property of similar kind or nature of the Improvements or Alterations by School which are to remain. All other Improvements to the Premises made by School shall become the property of Landlord.

ARTICLE XXI

GENERAL PROVISIONS

Section 21.01. Notices; Demands; Calculation of Days. Any notice, demand or other communication required or permitted by law or any provision of the Lease to be given or served on either party shall be in writing, addressed to the address set forth in Paragraphs B and D of the SLP, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by an overnight private mail/courier service which provides delivery confirmation. All notices shall be deemed to be received the earlier of: (i) three (3) Business Days after being deposited in the United States mail with proper postage, (ii) upon delivery by overnight courier, or (iii) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other except that no more than two (2) notification addresses will be permitted.

All references to "day(s)" shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

Section 21.02. Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

Section 21.03. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

Section 21.04. No Waiver. A waiver by Landlord or School of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by said party of the same or any other provision.

Section 21.05. Time of Essence. Time is of the essence with regard to every provision of this Lease.

Section 21.06. No Third Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any party hereto to, any Person other than the parties hereto.

Section 21.07. No Principal-Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and School.

Section 21.08. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 21.09. Brokers. Landlord represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, except for Landlord's Broker, and Landlord agrees to hold School harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Landlord with respect to this Lease and/or the negotiation hereof. School represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease other than School's Broker, and School agrees to hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents claiming by, through or on behalf of School with respect to this Lease and/or the negotiation hereof.

Section 21.10. Amendments to Lease. Any amendments to this Lease, except amendments that would improve the Premises without additional financial obligations to the School, shall be approved by PED.


Section 21.11. Counterparts. This Lease may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart.

IN WITNESS WHEREOF, the parties have executed this Lease effective the date the last of the parties executes same.

SIGNATURE PAGE ONE
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE

LANDLORD:

MELD, LLC,
a New Mexico limited liability company

By: 
Name: Brent Delonte
Title: Mgr.

SIGNATURE PAGE TWO
TO
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY
CHARTER SCHOOL LEASE PURCHASE

SCHOOL:

21st Century Public Academy,
a public charter school

By:  Authentisign
5/24/2017 9:32:58 PM MDT
Name: Virginia Trujillo
Title: 21st Century Academy Governance by
Virginia Trujillo, President

EXHIBIT "A"

AMENDMENTS TO GENERAL LEASE TERMS

(To be attached)



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

CHRISTOPHER N. RUSZKOWSKI
ACTING SECRETARY OF EDUCATION

SUSANA MARTINEZ
GOVERNOR

August 9, 2017

SENT BY USPS FIRST-CLASS MAIL AND ELECTRONIC MAIL

Robert R. Fuentes
Attorney at Law
Post Office Box 15099
Rio Rancho, New Mexico 87174

Virginia Trujillo, President
21st Century Public Academy Governing Council
6805 Academy Parkway West N.E.
Albuquerque, New Mexico 87019

Mary Tarango, Principal
21st Century Public Academy
6805 Academy Parkway West N.E.
Albuquerque, New Mexico 87019

Rita Hirschy, Chief Operating Officer
21st Century Public Academy
6805 Academy Parkway West N.E.
Albuquerque, New Mexico 87019

Re: Second Revised New Mexico Public School Facilities Authority Charter School Lease Purchase between MELD, LLC and 21st Century Public Academy

Dear Mr. Fuentes, Ms. Trujillo, Ms. Tarango, Ms. Hirschy:

On August 2, 2017, the Public Education Department's General Counsel Dawn E. Mastalir and its Assistant General Counsel Robert F. Sánchez met with all of you to discuss in detail the changes or revisions the Public Education Department would require to the second revised "New Mexico Public School Facilities Authority Charter School Lease Purchase" between MELD, LLC and 21st Century Public Academy ("*PSFA Lease Purchase*"), and to the accompanying addenda, exhibits and other attachments, which Robert R. Fuentes, 21st Century Public Academy's attorney in this matter, hand-delivered to Mr. Sánchez on July 21, 2017, at approximately 4:00 o'clock in the afternoon.

In an email Mr. Fuentes sent to Mr. Sánchez later that same afternoon, 21st Century Public Academy's legal counsel represented that the packet of documents he had tendered earlier was responsive to the contents of an email dated June 22, 2017, from Mr. Sánchez to Rita Hirschy, in which he addressed a number of specific items that 21st Century Public Academy would need to address, and correct where necessary, before the Public Education Department could properly approve the charter school's initial submission in accordance with Section 22-26A-4(B) NMSA 1978 of the Public School Lease Purchase Act, Chapter 22, Article 26A

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August 9, 2017
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NMSA 1978 ("A governing body [of a charter school] shall not enter into a lease purchase arrangement without the [prior] approval of the [Public Education Department].").

By email to Mr. Sánchez dated August 3, 2017, Mr. Fuentes submitted "... our [presumably referring to 21st Century Public Academy] version of the revised Lease/Purchase Agreement," sent "... independent of the other required documents." Ms. Mastalir and Mr. Sánchez in turn met later the afternoon of the same day to review the *PSFA Lease Purchase*.

In reviewing 21st Century Public Academy's "version of the revised Lease/Purchase Agreement," Ms. Mastalir and Mr. Sánchez found that not only did Mr. Fuentes' most recent submission fail to fully and accurately reflect the specific changes that were discussed at length and specifically agreed to by respective legal counsel for 21st Century Public Academy and the Public Education Department, but Mr. Fuentes on his own had made other substantive changes to the *PSFA Lease Purchase*.

One of the most significant unilateral changes made by 21st Century Public Academy's attorney pertained to Mr. Sanchez's email to Mr. Fuentes dated August 2, 2017 concerning Article III, Section 3.05(d) at page 32 of Part "C" ("General Lease Terms") of the *PSFA Lease Purchase*. After following, albeit not *verbatim*, the language of Section 22-26A-5(H), the relevant part of Section 3.05(d) states:

The School Lien shall be subordinate to the First Mortgage and any subsequent First Mortgage. Upon request, School will sign appropriate documents to subordinate its lien to a First Mortgage.

Both Mr. Fuentes and the president of 21st Century Public Academy's governing body told Ms. Mastalir and Mr. Sanchez at the meeting on August 2, 2017 that Albuquerque Public Schools understood - and perhaps had relied on that understanding in entering into the Memorandum of Understanding dated May 4, 2017 with 21st Century Public Academy which, among other things, "re-purposes" the \$1,583,258.00 in school mill levy funds - that those funds, to the extent that they will be used to pay the cost of constructing or acquiring improvements on the school premises located at 4300 Cutler Boulevard N.E., Albuquerque, New Mexico 87111, will constitute a first lien on the real estate in favor of Albuquerque Public Schools, apparently under an interpretation of the lien provision in Section 22-26A-5(H) NMSA 1978. As was specifically discussed during that meeting, the New Mexico Attorney General's opinion (in the form of an "advisory letter") dated January 22, 2016 from Peter Auh, Deputy Attorney General, to Senator Gerald Ortiz y Pino does not appear to be consistent with, and perhaps is contrary to, Albuquerque Public Schools' understanding on this matter.

Given that particular discussion and all the pertinent considerations, the manner in which Mr. Fuentes unilaterally changed Section 3.05(d) at page 32 of Part "C" ("General Lease Terms") of the *PSFA Lease Purchase* is not acceptable to the Public Education Department.

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21st Century Public Academy's personnel have represented to the Public Education Department that the charter school's governing body urgently needs our state agency's approval under Section 22-26A-4(B). The Public Education Department has acted with due diligence in all instances relevant to the present matter; nonetheless, the Public Education Department understands the charter school's urgency, and so our state agency has taken the extraordinary step of taking the *PSFA Lease Purchase*, as well as the assorted (and miscellaneous) addenda, exhibits and other attachments Mr. Fuentes included with 21st Century Public Academy's most recent submission, and integrating that disordered aggregation into a legal document that, although not a "model" legal purchase agreement in either substance or form, complies with the pertinent sections of the Public School Lease Purchase Act, and with the applicable provisions of other New Mexico statutes, all this while making every effort to preserve the intent of the parties, insofar as that could be reasonably ascertained from the provisions in Mr. Fuentes' tendered document.

A PDF version of that revised proposed lease purchase arrangement, titled "*Lease Purchase Agreement*," consisting of thirty (30) pages - excluding the required exhibits listed at page 4, and any addenda or amendments that 21st Century Public Academy and its legal counsel may determine are necessary or appropriate - is enclosed with this letter. In this regard, please be advised that the Public Education Department will not accept any changes to the revisions the Office of General Counsel has made to the enclosed financing agreement, except those made with the express prior approval of Ms. Mastalir or Mr. Sánchez. Any other substantive modifications to the *Lease Purchase Agreement* may result in our state agency withdrawing or revoking its prior approval under Section 22-26A-4(B).

While every effort was made to conform the *PSFA Lease Purchase* to the applicable provisions of the Public School Lease Purchase Act and other relevant New Mexico laws, the Public Education Department cannot ascertain whether those revisions will or may affect the (a) rights, obligations, liabilities, and the like of either MELD, LLC or 21st Century Public Academy, or both, or (b) the preexisting (both legal and financial) rights, obligations, liabilities, and the like of any third parties or beneficiaries, however designated or defined, not known by or disclosed to the Public Education Department. **As a consequence, please understand that the revisions our state agency's Office of General Counsel has made to the *PSFA Lease Purchase* do not constitute legal advice or assistance to any of you, Fuentes Law Office, PC, MELD, LLC, 21st Century Public Academy, Chappell Law Firm, PA, Reginald Olson, eXp Realty International Corporation or any of their respective employees, agents, volunteers, or legal representatives, nor do any of those changes to the tendered financing agreement create an attorney-client relationship between any of you, Fuentes Law Office, PC, MELD, LLC, 21st Century Public Academy, Chappell Law Firm, PA, Reginald Olson, eXp Realty International Corporation or any of their respective employees, agents, volunteers, or legal representatives. In all instances, all of these parties should consult with their own legal counsel and rely solely on the legal advice and assistance of their respective attorneys.**

Robert R. Fuentes, et al.

August 9, 2017

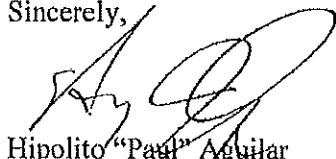
Page 4

The Public Education Department has submitted the *Lease Purchase Agreement* with the express understanding, and subject to the condition, that 21st Century Public Academy will submit that financing agreement to Bill Chappell, Jr., the attorney for MELD, LLC, for his review, and if appropriate, approval.

Please send the Public Education Department's Office of General Counsel fully executed copies of the *Lease Purchase Agreement*, as well as complete copies of all accompanying exhibits and associated documents.

Thank you for your attention to this letter, and please contact me or Ms. Mastalir if you have any questions about its contents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Aguilar', is written over the printed name.

Hipolito "Paul" Aguilar
Deputy Secretary of Finance & Operations

HPA/dem/rfs

Enclosure: as stated

e-copies: Christopher N. Ruszkowski, Acting Secretary of Public Education
Dawn E. Mastalir, General Counsel
David Craig, School Budget & Finance Analysis Bureau Director
Antonio Ortiz, Capital Outlay Bureau Director

Amendment to Lease Purchase Agreement

This Amendment to Lease Purchase Agreement ("**Amendment**") is entered into by and between **MELD, LLC**, a New Mexico limited liability company ("**MELD**"), **21st Century Public Academy** ("**21st Century**"), and **Cutler Charitable Foundation**, a New Mexico nonprofit corporation ("**Foundation**").

Background:

A. MELD as Lessor and 21st Century as Lessee entered into a Lease Purchase Agreement dated August 9, 2017 ("**Lease**") related to the lease and purchase of the property at 4300 Cutler Avenue NE, Albuquerque, New Mexico ("**Property**").

B. Foundation is a New Mexico nonprofit corporation qualifying under section 501(c)(3) of the Internal Revenue Code, formed for the purpose of providing school facilities for 21st Century.

C. 21st Century is in need of expanding its school facilities including the construction of additional classrooms and a gymnasium and the Foundation has arranged for financing for a portion of those facilities with Los Alamos National Bank. MELD has agreed to subordinate a portion of the \$5,500,000.00 purchase price as required in the Lease to the financing being provided by Los Alamos National Bank so Foundation will be able to construct the additional facilities deemed necessary by 21st Century.

D. In order to accommodate the foregoing, Foundation must acquire title to the property described in the Lease and the Lease must be amended to accommodate the expenditure of funds for additional facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties it is hereby agreed as follows:

1. **Substitution of Lessor.** On the Effective Date (defined hereinafter), MELD will transfer title to the Property to Foundation including all right, title and interest of MELD in and to the Lease. Foundation will be substituted as the Lessor under the Lease and Foundation hereby agrees to assume all obligations of Lessor under the Lease.

2. **Release of MELD.** As of the Effective Date of this Amendment, MELD will be released from any and all obligations accruing under the Lease on or after the Effective Date of the Amendment.

3. **Purchase Price.** Based upon the additional funds expended by the Foundation, the Purchase Price under the Lease will be \$_____. The new amortization for the lease purchase provisions is attached hereto as **Exhibit A**.

4. **Second Mortgage, Promissory Note, Subordination.** The Los Alamos National Bank loan which must be a first mortgage on the Property will be in the sum of \$6,331,000.00.

The adjusted purchase price of the Property at the time of transfer to Foundation is the sum of \$_____. The cost for construction of the new facilities is estimated to be \$_____ and funds from the Los Alamos National Bank loan must be used for the purpose of completing construction of the new facilities. The foregoing calculation leaves a deficiency in the amount of \$_____ between available funds and the MELD purchase price. MELD agrees to accept a promissory note secured by a second mortgage, behind the first mortgage of Los Alamos National Bank, for an amount of up to the deficiency. The promissory note will bear interest at the rate of _____% per annum, with interest being paid monthly. The principle of the promissory note together with all accrued and unpaid interest shall be due and payable eighteen (18) months after the date thereof.

5. **Department Approval.** The parties acknowledge this Amendment must be approved by the Public Education Department ("PED"). 21st Century and Foundation will immediately take whatever action is necessary to approve this Amendment and shall submit the same to PED for approval as soon as practical. The "Effective Date" of this Amendment will be the date on which PED approves this Amendment.

6. **Effect of Amendment.** To the extent the provisions of this Amendment modify or are in conflict with the Lease Purchase Agreement, the provisions of this Amendment shall control. Otherwise, the Lease Purchase Agreement shall remain in full force and effect.

MELD:

MELD, LLC, a New Mexico limited liability company

By: **DePonte Investments, Inc.**, a New Mexico corporation, its Managing Member

Brent DePonte, President

21ST CENTURY:

21st Century Public Academy, a public charter school

By: _____
Its: _____

FOUNDATION:

Cutler Charitable Foundation, a New Mexico nonprofit corporation

By: _____
Its: _____

EXHIBIT A
to
Amendment to Lease Purchase Agreement
Amortization

70	\$14,163.93	\$22,846.47	\$37,010.40	\$5,468,988.15	\$174,641.49
71	\$14,222.94	\$22,787.45	\$37,010.40	\$5,464,765.20	\$175,369.16
72	\$14,282.21	\$22,728.19	\$37,010.40	\$5,440,483.00	\$176,099.86
73	\$14,341.72	\$22,668.68	\$37,010.40	\$5,426,141.28	\$176,833.61
74	\$14,401.47	\$22,608.92	\$37,010.40	\$5,411,739.01	\$177,570.42
75	\$14,461.48	\$22,548.92	\$37,010.40	\$5,397,278.33	\$178,310.30
76	\$14,521.74	\$22,488.66	\$37,010.40	\$5,382,766.59	\$179,053.26
77	\$14,582.24	\$22,428.15	\$37,010.40	\$5,368,174.35	\$179,799.91
78	\$14,643.00	\$22,367.39	\$37,010.40	\$5,353,531.35	\$180,548.47
79	\$14,704.01	\$22,306.38	\$37,010.40	\$5,338,827.33	\$181,300.76
80	\$14,765.28	\$22,245.11	\$37,010.40	\$5,324,062.05	\$182,056.18
81	\$14,826.80	\$22,183.59	\$37,010.40	\$5,309,235.25	\$182,814.75
82	\$14,888.58	\$22,121.81	\$37,010.40	\$5,294,346.66	\$183,576.48
83	\$14,950.62	\$22,059.78	\$37,010.40	\$5,279,396.05	\$184,341.38
84	\$15,012.91	\$21,997.40	\$37,010.40	\$5,264,383.13	\$185,109.47
85	\$15,075.47	\$21,934.93	\$37,010.40	\$5,249,307.67	\$185,880.76
86	\$15,138.28	\$21,872.12	\$37,010.40	\$5,234,169.39	\$186,655.26
87	\$15,201.36	\$21,809.04	\$37,010.40	\$5,218,968.03	\$187,432.99
88	\$15,264.70	\$21,745.70	\$37,010.40	\$5,203,703.34	\$188,213.96
89	\$15,328.30	\$21,682.10	\$37,010.40	\$5,188,375.04	\$188,998.16
90	\$15,392.17	\$21,618.23	\$37,010.40	\$5,172,982.87	\$189,785.68
91	\$15,456.30	\$21,554.10	\$37,010.40	\$5,157,526.57	\$190,576.45
92	\$15,520.70	\$21,489.69	\$37,010.40	\$5,142,005.87	\$191,370.52
93	\$15,585.37	\$21,425.02	\$37,010.40	\$5,126,420.50	\$192,167.90
94	\$15,650.31	\$21,360.09	\$37,010.40	\$5,110,770.19	\$192,968.60
95	\$15,715.52	\$21,294.88	\$37,010.40	\$5,095,054.67	\$193,772.63
96	\$15,781.00	\$21,229.39	\$37,010.40	\$5,079,273.67	\$194,580.02
97	\$15,846.76	\$21,163.64	\$37,010.40	\$5,063,426.81	\$195,390.77
98	\$15,912.78	\$21,097.61	\$37,010.40	\$5,047,514.13	\$196,204.90
99	\$15,979.09	\$21,031.31	\$37,010.40	\$5,031,535.04	\$197,022.42
100	\$16,046.67	\$20,964.73	\$37,010.40	\$5,015,489.38	\$197,843.34
101	\$16,114.52	\$20,897.87	\$37,010.40	\$4,999,376.85	\$198,667.67
102	\$16,179.66	\$20,830.74	\$37,010.40	\$4,983,197.19	\$199,495.47
103	\$16,247.87	\$20,763.32	\$37,010.40	\$4,966,950.12	\$200,326.70
104	\$16,314.77	\$20,695.63	\$37,010.40	\$4,950,635.35	\$201,161.40
105	\$16,382.75	\$20,627.66	\$37,010.40	\$4,934,252.60	\$201,999.67
106	\$16,451.01	\$20,559.39	\$37,010.40	\$4,917,801.59	\$202,841.24
107	\$16,519.56	\$20,490.84	\$37,010.40	\$4,901,282.04	\$203,686.41
108	\$16,588.39	\$20,422.01	\$37,010.40	\$4,884,693.65	\$204,535.10
109	\$16,657.51	\$20,352.89	\$37,010.40	\$4,868,036.14	\$205,387.33
110	\$16,726.91	\$20,283.40	\$37,010.40	\$4,851,309.23	\$206,243.11
111	\$16,796.61	\$20,213.79	\$37,010.40	\$4,834,512.63	\$207,102.46
112	\$16,866.59	\$20,143.80	\$37,010.40	\$4,817,646.03	\$207,965.38
113	\$16,936.87	\$20,073.53	\$37,010.40	\$4,800,709.16	\$208,831.91
114	\$17,007.44	\$20,002.95	\$37,010.40	\$4,783,701.72	\$209,702.04
115	\$17,078.31	\$19,932.09	\$37,010.40	\$4,766,623.42	\$210,575.80
116	\$17,149.46	\$19,860.93	\$37,010.40	\$4,749,473.95	\$211,453.20
117	\$17,220.92	\$19,789.47	\$37,010.40	\$4,732,253.03	\$212,334.25
118	\$17,292.67	\$19,717.72	\$37,010.40	\$4,714,960.36	\$213,218.98
119	\$17,364.73	\$19,645.67	\$37,010.40	\$4,697,595.63	\$214,107.39
120	\$17,437.08	\$19,573.32	\$37,010.40	\$4,680,160.55	\$214,999.50
121	\$17,509.73	\$19,500.66	\$37,010.40	\$4,662,648.81	\$215,895.34
122	\$17,582.69	\$19,427.70	\$37,010.40	\$4,645,066.12	\$216,794.90
123	\$17,655.95	\$19,354.44	\$37,010.40	\$4,627,410.17	\$217,698.21
124	\$17,729.52	\$19,280.88	\$37,010.40	\$4,609,680.65	\$218,605.29
125	\$17,803.39	\$19,207.00	\$37,010.40	\$4,591,877.26	\$219,516.14
126	\$17,877.57	\$19,132.82	\$37,010.40	\$4,573,999.68	\$220,430.79
127	\$17,952.06	\$19,058.33	\$37,010.40	\$4,556,047.62	\$221,349.26
128	\$18,026.86	\$18,983.53	\$37,010.40	\$4,538,020.76	\$222,271.54
129	\$18,101.98	\$18,908.42	\$37,010.40	\$4,519,918.78	\$223,197.68
130	\$18,177.40	\$18,832.99	\$37,010.40	\$4,501,741.38	\$224,127.67
131	\$18,253.14	\$18,757.26	\$37,010.40	\$4,483,488.24	\$225,061.53
132	\$18,329.19	\$18,681.20	\$37,010.40	\$4,465,159.04	\$225,999.29
133	\$18,405.57	\$18,604.83	\$37,010.40	\$4,446,753.48	\$226,940.95
134	\$18,482.26	\$18,528.14	\$37,010.40	\$4,428,271.22	\$227,886.54
135	\$18,559.27	\$18,451.13	\$37,010.40	\$4,409,711.96	\$228,836.07
136	\$18,636.60	\$18,373.80	\$37,010.40	\$4,391,075.36	\$229,789.55
137	\$18,714.25	\$18,296.15	\$37,010.40	\$4,372,361.11	\$230,747.01
138	\$18,792.22	\$18,218.17	\$37,010.40	\$4,353,568.89	\$231,708.45
139	\$18,870.53	\$18,139.87	\$37,010.40	\$4,334,698.36	\$232,673.90
140	\$18,949.15	\$18,061.24	\$37,010.40	\$4,315,749.21	\$233,643.38
141	\$19,028.11	\$17,982.29	\$37,010.40	\$4,296,721.10	\$234,616.89
142	\$19,107.39	\$17,903.00	\$37,010.40	\$4,277,613.71	\$235,594.46
143	\$19,187.01	\$17,823.38	\$37,010.40	\$4,258,426.71	\$236,576.11
144	\$19,266.95	\$17,743.44	\$37,010.40	\$4,239,169.76	\$237,561.84
145	\$19,347.23	\$17,663.17	\$37,010.40	\$4,219,812.53	\$238,551.68
146	\$19,427.84	\$17,582.55	\$37,010.40	\$4,200,384.68	\$239,545.65
147	\$19,508.79	\$17,501.68	\$37,010.40	\$4,180,875.89	\$240,543.75
148	\$19,589.98	\$17,420.32	\$37,010.40	\$4,161,285.81	\$241,546.02
149	\$19,671.70	\$17,338.69	\$37,010.40	\$4,141,614.11	\$242,552.46
150	\$19,753.67	\$17,256.73	\$37,010.40	\$4,121,860.44	\$243,563.10
151	\$19,835.98	\$17,174.42	\$37,010.40	\$4,102,024.46	\$244,577.94
152	\$19,918.63	\$17,091.77	\$37,010.40	\$4,082,105.83	\$245,597.02
153	\$20,001.62	\$17,008.77	\$37,010.40	\$4,062,104.21	\$246,620.34
154	\$20,084.96	\$16,925.43	\$37,010.40	\$4,042,019.25	\$247,647.92
155	\$20,168.65	\$16,841.75	\$37,010.40	\$4,021,850.60	\$248,679.79

156	\$20,252.68	\$16,757.71	\$37,010.40	\$4,001,597.92	\$248,715.95
157	\$20,337.07	\$16,673.32	\$37,010.40	\$3,981,260.85	\$250,756.44
158	\$20,421.81	\$16,588.59	\$37,010.40	\$3,960,839.04	\$251,801.26
159	\$20,506.90	\$16,503.50	\$37,010.40	\$3,940,332.14	\$252,860.43
160	\$20,592.34	\$16,418.05	\$37,010.40	\$3,919,739.79	\$253,903.97
161	\$20,678.15	\$16,332.25	\$37,010.40	\$3,899,081.65	\$254,961.90
162	\$20,764.31	\$16,246.89	\$37,010.40	\$3,878,297.34	\$256,024.25
163	\$20,850.82	\$16,159.57	\$37,010.40	\$3,857,446.52	\$257,091.01
164	\$20,937.70	\$16,072.69	\$37,010.40	\$3,836,508.82	\$258,162.23
165	\$21,024.94	\$15,985.45	\$37,010.40	\$3,815,483.87	\$259,237.90
166	\$21,112.55	\$15,897.85	\$37,010.40	\$3,794,371.33	\$260,318.06
167	\$21,200.51	\$15,809.80	\$37,010.40	\$3,773,170.81	\$261,402.72
168	\$21,288.85	\$15,721.55	\$37,010.40	\$3,751,881.96	\$262,491.90
169	\$21,377.55	\$15,632.84	\$37,010.40	\$3,730,504.41	\$263,585.61
170	\$21,466.63	\$15,543.77	\$37,010.40	\$3,709,037.78	\$264,683.89
171	\$21,556.07	\$15,454.32	\$37,010.40	\$3,687,481.71	\$265,786.74
172	\$21,645.89	\$15,364.51	\$37,010.40	\$3,665,835.82	\$266,894.18
173	\$21,736.08	\$15,274.32	\$37,010.40	\$3,644,099.74	\$268,006.24
174	\$21,826.65	\$15,183.75	\$37,010.40	\$3,622,273.10	\$269,122.93
175	\$21,917.59	\$15,092.80	\$37,010.40	\$3,600,365.50	\$270,244.28
176	\$22,008.91	\$15,001.40	\$37,010.40	\$3,578,346.59	\$271,370.30
177	\$22,100.62	\$14,909.78	\$37,010.40	\$3,556,245.97	\$272,501.01
178	\$22,192.70	\$14,817.69	\$37,010.40	\$3,534,063.27	\$273,636.43
179	\$22,285.17	\$14,725.22	\$37,010.40	\$3,511,768.10	\$274,776.58
180	\$22,378.03	\$14,632.37	\$37,010.40	\$3,489,390.07	\$275,921.48
181	\$22,471.27	\$14,539.13	\$37,010.40	\$3,466,918.80	\$277,071.15
182	\$22,564.90	\$14,445.49	\$37,010.40	\$3,444,353.90	\$278,225.62
183	\$22,658.92	\$14,351.47	\$37,010.40	\$3,421,694.97	\$279,384.89
184	\$22,753.33	\$14,257.06	\$37,010.40	\$3,398,941.64	\$280,548.99
185	\$22,848.14	\$14,162.28	\$37,010.40	\$3,376,093.50	\$281,717.95
186	\$22,943.34	\$14,067.06	\$37,010.40	\$3,353,150.16	\$282,891.77
187	\$23,038.94	\$13,971.46	\$37,010.40	\$3,330,111.23	\$284,070.49
188	\$23,134.93	\$13,875.46	\$37,010.40	\$3,306,976.30	\$285,254.11
189	\$23,231.33	\$13,779.07	\$37,010.40	\$3,283,744.97	\$286,442.67
190	\$23,328.12	\$13,682.27	\$37,010.40	\$3,260,416.84	\$287,636.18
191	\$23,425.33	\$13,585.07	\$37,010.40	\$3,236,991.52	\$288,834.67
192	\$23,522.93	\$13,487.46	\$37,010.40	\$3,213,468.59	\$290,038.15
193	\$23,620.94	\$13,389.45	\$37,010.40	\$3,189,847.64	\$291,246.64
194	\$23,719.36	\$13,291.03	\$37,010.40	\$3,166,128.28	\$292,460.17
195	\$23,818.19	\$13,192.20	\$37,010.40	\$3,142,310.89	\$293,678.75
196	\$23,917.44	\$13,092.96	\$37,010.40	\$3,118,392.65	\$294,902.41
197	\$24,017.09	\$12,993.30	\$37,010.40	\$3,094,375.56	\$296,131.17
198	\$24,117.16	\$12,893.23	\$37,010.40	\$3,070,258.39	\$297,365.05
199	\$24,217.65	\$12,792.74	\$37,010.40	\$3,046,040.74	\$298,604.07
200	\$24,318.56	\$12,691.84	\$37,010.40	\$3,021,722.18	\$299,848.26
201	\$24,419.89	\$12,590.51	\$37,010.40	\$2,997,302.29	\$301,097.62
202	\$24,521.64	\$12,488.76	\$37,010.40	\$2,972,780.66	\$302,352.20
203	\$24,623.81	\$12,386.59	\$37,010.40	\$2,948,156.85	\$303,612.00
204	\$24,726.41	\$12,283.99	\$37,010.40	\$2,923,430.44	\$304,877.05
205	\$24,829.44	\$12,180.96	\$37,010.40	\$2,898,601.00	\$306,147.37
206	\$24,932.89	\$12,077.50	\$37,010.40	\$2,873,668.11	\$307,422.98
207	\$25,036.78	\$11,973.62	\$37,010.40	\$2,848,631.33	\$308,703.91
208	\$25,141.10	\$11,869.30	\$37,010.40	\$2,823,490.24	\$309,990.18
209	\$25,245.85	\$11,764.54	\$37,010.40	\$2,798,244.38	\$311,281.80
210	\$25,351.04	\$11,659.35	\$37,010.40	\$2,772,893.34	\$312,578.81
211	\$25,456.67	\$11,553.72	\$37,010.40	\$2,747,436.67	\$313,881.22
212	\$25,562.74	\$11,447.65	\$37,010.40	\$2,721,873.92	\$315,189.06
213	\$25,669.25	\$11,341.14	\$37,010.40	\$2,696,204.67	\$316,502.35
214	\$25,776.21	\$11,234.19	\$37,010.40	\$2,670,426.46	\$317,821.11
215	\$25,883.61	\$11,126.79	\$37,010.40	\$2,644,544.85	\$319,145.36
216	\$25,991.46	\$11,018.94	\$37,010.40	\$2,618,553.39	\$320,475.14
217	\$26,099.76	\$10,910.64	\$37,010.40	\$2,592,453.63	\$321,810.45
218	\$26,208.51	\$10,801.89	\$37,010.40	\$2,566,245.13	\$323,151.33
219	\$26,317.71	\$10,692.69	\$37,010.40	\$2,539,927.42	\$324,497.79
220	\$26,427.36	\$10,583.03	\$37,010.40	\$2,513,500.06	\$325,849.87
221	\$26,537.40	\$10,472.92	\$37,010.40	\$2,486,962.58	\$327,207.57
222	\$26,648.05	\$10,362.34	\$37,010.40	\$2,460,314.53	\$328,570.94
223	\$26,759.09	\$10,251.31	\$37,010.40	\$2,433,555.44	\$329,939.98
224	\$26,870.58	\$10,139.81	\$37,010.40	\$2,406,684.86	\$331,314.73
225	\$26,982.54	\$10,027.85	\$37,010.40	\$2,379,702.32	\$332,695.21
226	\$27,094.97	\$9,915.43	\$37,010.40	\$2,352,607.35	\$334,081.44
227	\$27,207.86	\$9,802.53	\$37,010.40	\$2,325,399.48	\$335,473.45
228	\$27,321.23	\$9,689.16	\$37,010.40	\$2,298,078.25	\$336,871.25
229	\$27,435.07	\$9,575.33	\$37,010.40	\$2,270,643.18	\$338,274.80
230	\$27,549.38	\$9,461.01	\$37,010.40	\$2,243,093.80	\$339,684.36
231	\$27,664.17	\$9,346.22	\$37,010.40	\$2,215,429.63	\$341,099.71
232	\$27,779.44	\$9,230.96	\$37,010.40	\$2,187,650.19	\$342,520.96
233	\$27,895.19	\$9,115.21	\$37,010.40	\$2,159,755.01	\$343,948.13
234	\$28,011.42	\$8,998.98	\$37,010.40	\$2,131,743.59	\$345,381.25
235	\$28,128.13	\$8,882.26	\$37,010.40	\$2,103,615.46	\$346,820.34
236	\$28,245.33	\$8,765.06	\$37,010.40	\$2,075,370.13	\$348,265.42
237	\$28,363.02	\$8,647.38	\$37,010.40	\$2,047,007.11	\$349,716.53
238	\$28,481.20	\$8,529.20	\$37,010.40	\$2,018,525.91	\$351,173.68
239	\$28,599.87	\$8,410.52	\$37,010.40	\$1,989,926.04	\$352,636.91
240	\$28,719.04	\$8,291.36	\$37,010.40	\$1,961,207.00	\$354,106.23
241	\$28,838.70	\$8,171.70	\$37,010.40	\$1,932,368.30	\$355,581.67

242	\$28,958.86	\$8,051.53	\$37,010.40	\$1,903,409.44	\$357,063.26
243	\$29,079.52	\$7,930.87	\$37,010.40	\$1,874,329.92	\$358,551.02
244	\$29,200.69	\$7,809.71	\$37,010.40	\$1,845,129.23	\$360,044.99
245	\$29,322.36	\$7,688.04	\$37,010.40	\$1,815,806.87	\$361,545.17
246	\$29,444.53	\$7,565.86	\$37,010.40	\$1,786,362.34	\$363,051.61
247	\$29,567.22	\$7,443.18	\$37,010.40	\$1,756,795.12	\$364,564.33
248	\$29,690.42	\$7,319.98	\$37,010.40	\$1,727,184.70	\$366,083.34
249	\$29,814.13	\$7,196.27	\$37,010.40	\$1,697,290.58	\$367,608.69
250	\$29,938.35	\$7,072.04	\$37,010.40	\$1,667,352.23	\$369,140.39
251	\$30,063.09	\$6,947.30	\$37,010.40	\$1,637,289.13	\$370,678.48
252	\$30,188.36	\$6,822.04	\$37,010.40	\$1,607,100.77	\$372,222.97
253	\$30,314.14	\$6,696.25	\$37,010.40	\$1,576,786.63	\$373,773.90
254	\$30,440.45	\$6,569.94	\$37,010.40	\$1,546,348.18	\$375,331.29
255	\$30,567.29	\$6,443.11	\$37,010.40	\$1,515,778.89	\$376,895.17
256	\$30,694.65	\$6,315.75	\$37,010.40	\$1,485,084.24	\$378,465.57
257	\$30,822.54	\$6,187.85	\$37,010.40	\$1,454,261.70	\$380,042.51
258	\$30,950.97	\$6,059.42	\$37,010.40	\$1,423,310.73	\$381,626.02
259	\$31,079.93	\$5,930.46	\$37,010.40	\$1,392,230.79	\$383,216.13
260	\$31,209.43	\$5,800.96	\$37,010.40	\$1,361,021.36	\$384,812.86
261	\$31,339.47	\$5,670.92	\$37,010.40	\$1,329,681.89	\$386,416.25
262	\$31,470.05	\$5,540.34	\$37,010.40	\$1,298,211.83	\$388,026.32
263	\$31,601.18	\$5,409.22	\$37,010.40	\$1,266,610.65	\$389,643.09
264	\$31,732.85	\$5,277.54	\$37,010.40	\$1,234,877.88	\$391,266.61
265	\$31,865.07	\$5,145.32	\$37,010.40	\$1,203,012.73	\$392,896.88
266	\$31,997.84	\$5,012.55	\$37,010.40	\$1,171,014.89	\$394,533.95
267	\$32,131.17	\$4,879.23	\$37,010.40	\$1,138,883.72	\$396,177.85
268	\$32,265.05	\$4,745.35	\$37,010.40	\$1,106,618.67	\$397,828.59
269	\$32,399.48	\$4,610.91	\$37,010.40	\$1,074,219.19	\$399,486.21
270	\$32,534.48	\$4,476.91	\$37,010.40	\$1,041,684.71	\$401,150.73
271	\$32,670.04	\$4,340.35	\$37,010.40	\$1,009,014.67	\$402,822.19
272	\$32,806.17	\$4,204.23	\$37,010.40	\$976,208.50	\$404,500.62
273	\$32,942.86	\$4,067.54	\$37,010.40	\$943,285.64	\$406,186.04
274	\$33,080.12	\$3,930.27	\$37,010.40	\$910,185.52	\$407,878.48
275	\$33,217.96	\$3,792.44	\$37,010.40	\$876,967.55	\$409,577.87
276	\$33,356.38	\$3,654.03	\$37,010.40	\$843,611.20	\$411,284.55
277	\$33,495.35	\$3,515.05	\$37,010.40	\$810,115.85	\$412,998.23
278	\$33,634.91	\$3,375.48	\$37,010.40	\$776,480.93	\$414,719.06
279	\$33,775.06	\$3,235.34	\$37,010.40	\$742,705.88	\$416,447.06
280	\$33,915.79	\$3,094.61	\$37,010.40	\$708,790.09	\$418,182.25
281	\$34,057.10	\$2,953.29	\$37,010.40	\$674,732.98	\$419,924.68
282	\$34,199.01	\$2,811.39	\$37,010.40	\$640,533.98	\$421,674.36
283	\$34,341.50	\$2,668.89	\$37,010.40	\$606,192.47	\$423,431.34
284	\$34,484.59	\$2,525.88	\$37,010.40	\$571,707.88	\$425,195.64
285	\$34,628.28	\$2,382.12	\$37,010.40	\$537,079.60	\$426,967.29
286	\$34,772.56	\$2,237.83	\$37,010.40	\$502,307.84	\$428,746.32
287	\$34,917.45	\$2,092.95	\$37,010.40	\$467,389.59	\$430,532.76
288	\$35,062.94	\$1,947.46	\$37,010.40	\$432,326.65	\$432,326.65
289	\$35,209.03	\$1,801.36	\$37,010.40	\$397,117.61	\$434,117.61
290	\$35,355.74	\$1,654.66	\$37,010.40	\$361,761.87	\$435,917.87
291	\$35,503.05	\$1,507.34	\$37,010.40	\$326,258.82	\$437,725.82
292	\$35,650.98	\$1,359.41	\$37,010.40	\$290,607.84	\$439,540.84
293	\$35,799.53	\$1,210.87	\$37,010.40	\$254,808.31	\$441,362.31
294	\$35,948.69	\$1,061.70	\$37,010.40	\$218,859.61	\$443,189.61
295	\$36,098.48	\$911.92	\$37,010.40	\$182,761.13	\$445,022.13
296	\$36,248.89	\$761.50	\$37,010.40	\$146,512.24	\$446,860.24
297	\$36,399.93	\$610.47	\$37,010.40	\$110,112.31	\$448,703.31
298	\$36,551.59	\$458.80	\$37,010.40	\$73,560.72	\$450,551.32
299	\$36,703.89	\$306.50	\$37,010.40	\$36,856.83	\$452,404.33
300	\$36,856.83	\$153.57	\$37,010.40	(\$0.00)	\$454,262.33

CERTIFICATION B
No Public Facility Available

The undersigned hereby certify under penalty of perjury that (insert name of charter school) has diligently sought space in public buildings and that such public buildings are not available or have been determined not to be adequate for the education program of (insert name of charter school).

Charter School Governing Board President

By: Virginia M. Trujillo
Print Name: Virginia M. Trujillo
Print Title: Board President
Date: 6/5/18

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

On this 5th day of June, 2018, before me, the undersigned officer, personally appeared Virginia M. Trujillo, known to me to be the person whose name is subscribed to the within instrument, and acknowledged executing the same for the purpose therein contained.

My Commission Expires:

July 22, 2021

Notary Public



Charter School Principal / Administrator

By: Mary Tarango
Print Name: Mary Tarango
Print Title: Principal
Date: 6/5/18

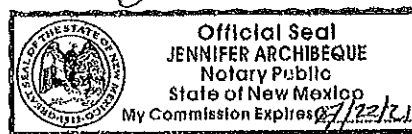
STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

On this 5th day of June, 2018, before me, the undersigned officer, personally appeared Mary Tarango, known to me to be the person whose name is subscribed to the within instrument, and acknowledged executing the same for the purpose therein contained.

My Commission Expires:

July 22, 2021

Notary Public



Use note:

This certification is intended for use by charter schools not housed in a building that is owned by the charter school, a nonprofit entity specifically organized for the purpose of providing the facility to this charter school, a school district, the state, an institution of the state, another political subdivision of the state, the federal government or one of its agencies or a tribal government or subject to a lease-purchase arrangement that has been entered into and approved pursuant to the Public School Lease Purchase Act.



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
<http://www.ped.state.nm.us>

CHRISTOPHER N. RUSZKOWSKI
SECRETARY OF EDUCATION

SUSANA MARTINEZ
GOVERNOR

June 4, 2018

Mary Tarango, Principal
21st Century Public Academy
4300 Cutler NE
Albuquerque, NM 87110

Dear Ms. Tarango:

The Public Education Department has reviewed your Amendment to Lease Purchase Agreement (the "Amendment"), along with the exhibits and referenced documents, for compliance with the pertinent sections of the Public School Lease Purchase Act, Chapter 22 Article 26A NMSA 1978, and with the applicable provisions of other New Mexico laws. The specific Amendment that was reviewed is the revised version that you agreed to that is enclosed herein.

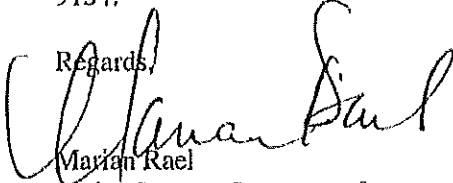
Pursuant to the Public School Lease Purchase Act, I hereby grant approval of the Amendment, which is enclosed for your reference. This approval is conditioned on the lease assignment referenced in the Amendment being executed separately and independently. It is also conditioned on the terms of the lease assignment not being in conflict with the Amendment, nor adding financial obligation for improvements of buildings or real property beyond what is expressly provided in the Amendment.

Please send Pamela Jones, with the Public Education Department's Office of General Counsel, fully executed copies, as well as complete copies of all accompanying exhibits and related documents, when those become available to you. This approval is further conditioned on these documents being sent to the Public Education Department's Office of General Counsel within thirty days.

Mary Tarango
June 4, 2018
Page 2 of 2

Thank you for your attention to this letter, and please contact Aaron Rodriguez at (505)827-9154.

Regards,

A handwritten signature in black ink, appearing to read "Marian Rael", written over the typed name.

Marian Rael
Acting Deputy Secretary of
Finance & Operations

MR/aar

Enclosure: as stated

E-copies: Christopher N. Ruszkowski, Public Education Department Secretary
Dawn E. Mastalir, General Counsel
David Craig, School Budget & Finance Analysis Bureau Director
Antonio Ortiz, Capital Outlay Bureau Director
Public School Facilities Authority (w/ enclosure)



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
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www.ped.state.nm.us

HOWIE C. MORALES
LIEUTENANT GOVERNOR

MICHELLE LUJAN GRISHAM
GOVERNOR

January 14, 2019

Delivered Via Email and First Class Mail

Mary Tarango, Principal
21st Century Public Academy
4300 Cutler NE
Albuquerque, NM 87110
mtarango@21stcenturypa.com

Dear Ms. Tarango:

The Public Education Department ("PED") has reviewed your Second Amendment to Lease Purchase Agreement (the "Amendment"), along with the exhibits and referenced documents, for compliance with the pertinent sections of the Public School Lease Purchase Act, Chapter 22 Article 26A NMSA 1978, and with the applicable provisions of other New Mexico laws. The specific Amendment that was reviewed is the revised version that you sent by email on January 13, 2019, and enclosed herein. Pursuant to the Public School Lease Purchase Act, I hereby grant approval of the Second Amendment, which is enclosed for your reference.

PED has been informed by the School that the amount of the Purchase Price set forth in Section 1.A. in the Second Lease Amendment and the amortization schedule attached as Exhibit A to the Second Lease Amendment may change depending on the final sales price and interest rate at the time of sale of the Series 2018 Bonds. PED acknowledges that the Lessor and Lessee may revise the Second Lease Amendment to update the Purchase Price as set forth in Section 1.A. and the amortization schedule included as Exhibit A of the Second Lease Amendment to reflect the final terms of the Series 2018 Bond sale, without requiring additional PED consent for such changes.

Please send Pamela Jones, with the Public Education Department's Office of General Counsel, fully executed copies, as well as complete copies of all accompanying exhibits and related documents, when those become available to you. This approval is further conditioned on these

Mary Tarango
January 14, 2019
Page 2 of 2

documents being sent to the Public Education Department's Office of General Counsel within thirty days.

Sincerely,

A handwritten signature in black ink, appearing to read "Marian Rael". The signature is fluid and cursive, with the first name "Marian" written in a larger, more prominent script than the last name "Rael".

Marian Rael, Director
Administrative Services Division

cc: Rita Hirschy, RCH Consulting

Enc: Second Amendment to LPA with Exhibits



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

HOWIE C. MORALES
LIEUTENANT GOVERNOR

MICHELLE LUJAN GRISHAM
GOVERNOR

January 14, 2019

Delivered Via Email and First Class Mail

Mary Tarango, Principal
21st Century Public Academy
4300 Cutler NE
Albuquerque, NM 87110
mtarango@21stcenturypa.com

Dear Ms. Tarango:

The Public Education Department ("PED") has reviewed your Second Amendment to Lease Purchase Agreement (the "Amendment"), along with the exhibits and referenced documents, for compliance with the pertinent sections of the Public School Lease Purchase Act, Chapter 22 Article 26A NMSA 1978, and with the applicable provisions of other New Mexico laws. The specific Amendment that was reviewed is the revised version that you sent by email on January 13, 2019, and enclosed herein. Pursuant to the Public School Lease Purchase Act, I hereby grant approval of the Second Amendment, which is enclosed for your reference.

PED has been informed by the School that the amount of the Purchase Price set forth in Section 1.A. in the Second Lease Amendment and the amortization schedule attached as Exhibit A to the Second Lease Amendment may change depending on the final sales price and interest rate at the time of sale of the Series 2018 Bonds. PED acknowledges that the Lessor and Lessee may revise the Second Lease Amendment to update the Purchase Price as set forth in Section 1.A. and the amortization schedule included as Exhibit A of the Second Lease Amendment to reflect the final terms of the Series 2018 Bond sale, without requiring additional PED consent for such changes.

Please send Pamela Jones, with the Public Education Department's Office of General Counsel, fully executed copies, as well as complete copies of all accompanying exhibits and related documents, when those become available to you. This approval is further conditioned on these

documents being sent to the Public Education Department's Office of General Counsel within thirty days.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marian Rael", is written over the word "Sincerely,".

Marian Rael, Director
Administrative Services Division

cc: Rita Hirschy, RCH Consulting

Enc: Second Amendment to LPA with Exhibits

Second Amendment to Lease Purchase Agreement

This Second Amendment to Lease Purchase Agreement ("Second Lease Amendment") is entered into by and between 21st Century Public Academy ("21st Century" or "Lessee"), and Cutler Charitable Foundation, a New Mexico nonprofit corporation ("Foundation" or "Lessor"), dated as of _____, 2019.

Background:

A. MELD, LLC, a New Mexico limited liability company ("MELD"), as Lessor, and 21st Century, as Lessee, entered into a Lease Purchase Agreement, dated August 9, 2017 (as may be amended or supplemented from time to time, the "Lease Purchase Agreement"), related to the lease and purchase of the property at 4300 Cutler Avenue NE, Albuquerque, New Mexico (the "School Facility").

B. The Foundation is a New Mexico nonprofit corporation qualifying under section 501(c)(3) of the Internal Revenue Code, of 1986, as amended, formed for the purpose of providing school facilities for 21st Century.

C. Pursuant to the terms of an Assignment and Assumption of Lease Purchase Agreement, dated as of June 19, 2018, (the "Lease Assignment"), MELD assigned its interests in the Lease Purchase Agreement to the Foundation and the Foundation assumed such interests.

D. In connection with the acquisition and construction of the School Facility by the Foundation and the construction of Phase II (as described below), the Foundation received (i) a bank loan from Los Alamos National Bank ("Los Alamos Bank") in the amount of \$6,331,000 ("Los Alamos Bank Loan"), and (ii) a Purchase Money Loan from MELD in the amount of \$3,143,908.79 ("MELD Loan," and together with the Los Alamos Bank Loan, the "Prior Loans").

E. In connection with the Lease Assignment and the Foundation incurring the Prior Loans and getting authorization for the funding of improvements to the School Facility that consist of the renovation, expansion, and improvement of an approximately 27,000 square foot addition to the School Facility, including 10 classrooms, a gymnasium, a music room, and other related facilities (the "Phase II"), the Foundation, MELD, and 21st Century also entered into an Amendment to Lease Purchase Agreement (the "First Lease Amendment"), by and between MELD, the Charter School and the Foundation. The primary purpose of this present Second Lease Amendment is to reflect the refinancing the "Prior Loans" as allowed pursuant to 22-26A-1 4 NMSA (1978). As such, to the extent that a Lease Purchase Arrangement is the appropriate instrument to carry out the refinancing of "Prior Loans", this amendment shall serve as such while maintaining all the terms as otherwise described herein

F. The Public Finance Agency (the "Authority") pursuant to an Indenture of Trust, (the "Indenture"), between the Authority and U.S. Bank National Association (the "Trustee"), will issue the Authority's (i) Charter School Lease Revenue Bonds (21st Century Public Academy Project), Series 2018A (the "Series 2018A Bonds"), in the original aggregate principal amount of \$1 1,070,000, and (ii) Taxable Charter School Lease Revenue Bonds (21st Century Public Academy Project), Series 2018B (the "Series 2018B Bonds," and together with the Series 2018A Bonds, the "Series 2018 Bonds"), in the original aggregate principal amount of \$465,000. The proceeds of the Series 2018 Bonds will be loaned by the Authority to the Foundation under the terms of a Loan Agreement, between the Foundation and the Authority. The Foundation will utilize to the Foundation the Authority in order to: (i) refinance the Prior

Loans which financed the acquisition of the School Facility, including Phase I and Phase II, (ii) fund completion of the construction and equipping of Phase II; (iii) fund a deposit to the Reserve Fund, and (iv) pay costs of issuance of the Series 2018 Bonds.

G. In connection with the issuance of the Series 2018 Bonds, 21st Century and the Foundation desire to enter into this Second Amendment to Lease Purchase Agreement (the "Second Lease Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties it is hereby agreed as follows:

I. **Amendments.** The Lease Purchase Agreement is hereby amended as follows:

A. **Purchase Price and Monthly Lease Payments.** Based upon the additional funds expended by the Foundation, the new Purchase Price and current Outstanding Principal Balance (as referenced in Section 6.02 of the Agreement) under the Lease as a result of the issuance of the Series 2018 Bonds and refinancing of the Prior Loans will be \$11,535,000. The new amortization for the lease purchase provisions, reflecting the new Monthly Lease Payments, is attached hereto as Exhibit A.

B. **Additional Operating/Maintenance Expense.** Section 4.03 of the Lease shall be amended to add the following Section 4.03(e):

"(e) The Lessee shall pay or reimburse the Lessor for following administrative and ancillary expenses, as may be incurred by and billed to the Lessor from time to time, in connection with the financing of the Premises (i) all taxes and assessments charged to the Public Finance Authority (the "Issuer") in its capacity as the issuer of the bonds (the "Bonds") used to refinance and improve the Premises (the "Refinancing Transaction") or to U.S. Bank National Association, or its successors or assigns, in its capacity as the trustee (the "Trustee") under such Bonds, arising due to the transactions contemplated under the Refinancing Transaction, (ii) all reasonable fees, charges and expenses of the Trustee for services rendered in connection with the Refinancing Transaction, (iii) the fees and expenses of advisors as may be engaged by the Issuer or the Trustee to prepare audits, financial statements, reports, or provide such other services required in connection with the Refinancing Transaction, (iv) all amounts necessary for deposit into the Capital Improvement Fund as contemplated under the Refinancing Transaction; and (v) the fees and expenses of the Issuer or any agent or attorney selected by the Issuer in connection with the Refinancing Transaction (iv) the Annual Fee of the Issuer, payable in semiannual installments, with each semiannual payment determined by multiplying (A) the principal amount of Bonds outstanding as of the last day of the calendar month preceding the installment payment due date by [(B) 0.03 percent (3 basis points) by (C) one-half (1/2)]; and (vi) fees associated with reports or services required by insurance consultants for the Lessor which are required from time to time in connection with the Refinancing Transaction."

C. **Supplemental Insurance Provisions.** Article XIII of the Lease Purchase Agreement shall be amended to add the new Section 13.07 set forth on Exhibit B hereto.

D. **Term.** Section 3.04 of the Lease shall be amended and restated in its entirety to read as follows:

"Section 3.04. Agreement Term. The Agreement Term shall commence upon the later of August 9, 2017 or such other date as the parties may mutually agree in writing and continue no more than thirty 30 years after the execution of this Agreement the date of the Second Amendment to Lease Purchase Agreement."

E. Prepayment Option. Effective as of the date of this Second Lease Amendment, the final sentence of section 6.04 of the Lease Purchase Agreement shall be amended to read: *"Prepayment of this Agreement shall be permitted by mutual agreement of the Lessor and Lessee"*.

2. **Prior Loans.** The Prior Loans are being repaid and will no longer be outstanding upon issuance of the Series 2018 Bonds and the loan of the proceeds thereof to the Foundation. The Series 2018 Bonds refinance the Prior Loans.

3. **Department Approval.** The Effective Date of this amendment will be the date on which the Public Education Department approves the Amendment.

4. **Indebtedness.** Notwithstanding any other provisions of this Second Lease Amendment, the Lease Purchase Agreement or the other provisions in the Lease Purchase Agreement, Lessee's governing body represents, warrants and covenants that it has not directly or indirectly undertaken, and will not directly or indirectly undertake, Lessor's debt under any agreement, nor has Lessee pledged, transferred, or granted a security interest in, or assigned to any private third party, public funds, monies, grants or other distributions received, or to be received, by Lessee from or through the state of New Mexico, for the purpose of securing the payment of Lessor's financial obligations, in violation of Article IX, Section 14 of the New Mexico Constitution, or in violation of Article IX, Section 11 of the New Mexico Constitution.

5. **Non-Appropriation.** Lessor hereby reaffirms and acknowledges that (i) as provided in Section 22-26A-5(1) NMSA1978, there is no legal obligation for the Lessee to continue the Lease Agreement from year to year or to purchase the Premises and (ii) as provided in Section 22-26A-5(J), the Lease shall be terminated if sufficient appropriations are not available to meet any current lease payments under the Lease.

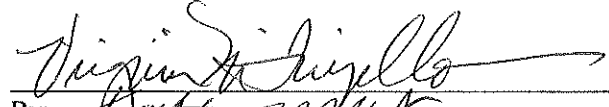
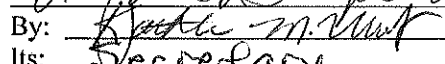
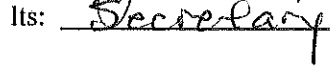
6. **Effect of Amendment.** To the extent the provisions of this Amendment are in conflict with the Lease Purchase Agreement, the provisions of this Second Amendment shall control. Otherwise, the Lease Purchase Agreement shall remain in full force and effect.

7. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

8. **Governing Law.** This Second Amendment shall be governed by and construed in accordance with the laws of the State of New Mexico.

21st CENTURY:

21st Century Public Academy, a public charter school


By: 
Its: 

(Signature page to Second Amendment to Lease Purchase Agreement)

FOUNDATION;

**Cutler Charitable Foundation, a New Mexico
nonprofit corporation**

By: _____
Its: _____

(Signature page to Second Amendment to Lease Purchase Agreement)

EXHIBIT A

to

Second Amendment to Lease Purchase Agreement

Amortization of the Series 2018 Bonds Showing both Principal and Interest Components

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Jan-19					11,535,000.00
Feb-19	1	-	60,676.46	60,676.46	11,535,000.00
Mar-19	2	-	60,676.46	60,676.46	11,535,000.00
Apr-19	3	-	60,676.46	60,676.46	11,535,000.00
May-19	4	-	60,676.46	60,676.46	11,535,000.00
Jun-19	5	-	60,175.00	60,175.00	11,535,000.00
Jul-19	6	-	60,175.00	60,175.00	11,535,000.00
Aug-19	7	-	60,175.00	60,175.00	11,535,000.00
Sep-19	8	-	60,175.00	60,175.00	11,535,000.00
Oct-19	9	-	60,175.00	60,175.00	11,535,000.00
Nov-19	10	-	60,175.00	60,175.00	11,535,000.00
Dec-19	11	-	60,175.00	60,175.00	11,535,000.00
Jan-20	12	-	60,175.00	60,175.00	11,535,000.00
Feb-20	13	-	60,175.00	60,175.00	11,535,000.00
Mar-20	14	-	60,175.00	60,175.00	11,535,000.00
Apr-20	15	-	60,175.00	60,175.00	11,535,000.00
May-20	16	-	60,175.00	60,175.00	11,535,000.00
Jun-20	17	13,333.33	60,175.00	73,508.33	11,521,666.67
Jul-20	18	13,333.33	60,175.00	73,508.33	11,508,333.33
Aug-20	19	13,333.33	60,175.00	73,508.33	11,495,000.00
Sep-20	20	13,333.33	60,175.00	73,508.33	11,481,666.67
Oct-20	21	13,333.33	60,175.00	73,508.33	11,468,333.33
Nov-20	22	13,333.33	60,175.00	73,508.33	11,455,000.00
Dec-20	23	13,333.33	60,175.00	73,508.33	11,441,666.67
Jan-21	24	13,333.33	60,175.00	73,508.33	11,428,333.33
Feb-21	25	13,333.33	60,175.00	73,508.33	11,415,000.00
Mar-21	26	13,333.33	60,175.00	73,508.33	11,401,666.67
Apr-21	27	13,333.33	60,175.00	73,508.33	11,388,333.33
May-21	28	13,333.33	60,175.00	73,508.33	11,375,000.00
Jun-21	29	14,166.67	59,308.33	73,475.00	11,360,833.33
Jul-21	30	14,166.67	59,308.33	73,475.00	11,346,666.67
Aug-21	31	14,166.67	59,308.33	73,475.00	11,332,500.00
Sep-21	32	14,166.67	59,308.33	73,475.00	11,318,333.33
Oct-21	33	14,166.67	59,308.33	73,475.00	11,304,166.67
Nov-21	34	14,166.67	59,308.33	73,475.00	11,290,000.00
Dec-21	35	14,166.67	59,308.33	73,475.00	11,275,833.33
Jan-22	36	14,166.67	59,308.33	73,475.00	11,261,666.67
Feb-22	37	14,166.67	59,308.33	73,475.00	11,247,500.00
Mar-22	38	14,166.67	59,308.33	73,475.00	11,233,333.33
Apr-22	39	14,166.67	59,308.33	73,475.00	11,219,166.67
May-22	40	14,166.67	59,308.33	73,475.00	11,205,000.00
Jun-22	41	15,416.67	58,387.50	73,804.17	11,189,583.33
Jul-22	42	15,416.67	58,387.50	73,804.17	11,174,166.67
Aug-22	43	15,416.67	58,387.50	73,804.17	11,158,750.00
Sep-22	44	15,416.67	58,387.50	73,804.17	11,143,333.33

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Oct-22	45	15,416.67	58,387.50	73,804.17	11,127,916.67
Nov-22	46	15,416.67	58,387.50	73,804.17	11,112,500.00
Dec-22	47	15,416.67	58,387.50	73,804.17	11,097,083.33
Jan-23	48	15,416.67	58,387.50	73,804.17	11,081,666.67
Feb-23	49	15,416.67	58,387.50	73,804.17	11,066,250.00
Mar-23	50	15,416.67	58,387.50	73,804.17	11,050,833.33
Apr-23	51	15,416.67	58,387.50	73,804.17	11,035,416.67
May-23	52	15,416.67	58,387.50	73,804.17	11,020,000.00
Jun-23	53	16,250.00	57,395.83	73,645.83	11,003,750.00
Jul-23	54	16,250.00	57,395.83	73,645.83	10,987,500.00
Aug-23	55	16,250.00	57,395.83	73,645.83	10,971,250.00
Sep-23	56	16,250.00	57,395.83	73,645.83	10,955,000.00
Oct-23	57	16,250.00	57,395.83	73,645.83	10,938,750.00
Nov-23	58	16,250.00	57,395.83	73,645.83	10,922,500.00
Dec-23	59	16,250.00	57,395.83	73,645.83	10,906,250.00
Jan-24	60	16,250.00	57,395.83	73,645.83	10,890,000.00
Feb-24	61	16,250.00	57,395.83	73,645.83	10,873,750.00
Mar-24	62	16,250.00	57,395.83	73,645.83	10,857,500.00
Apr-24	63	16,250.00	57,395.83	73,645.83	10,841,250.00
May-24	64	16,250.00	57,395.83	73,645.83	10,825,000.00
Jun-24	65	17,083.33	56,380.21	73,463.54	10,807,916.67
Jul-24	66	17,083.33	56,380.21	73,463.54	10,790,833.33
Aug-24	67	17,083.33	56,380.21	73,463.54	10,773,750.00
Sep-24	68	17,083.33	56,380.21	73,463.54	10,756,666.67
Oct-24	69	17,083.33	56,380.21	73,463.54	10,739,583.33
Nov-24	70	17,083.33	56,380.21	73,463.54	10,722,500.00
Dec-24	71	17,083.33	56,380.21	73,463.54	10,705,416.67
Jan-25	72	17,083.33	56,380.21	73,463.54	10,688,333.33
Feb-25	73	17,083.33	56,380.21	73,463.54	10,671,250.00
Mar-25	74	17,083.33	56,380.21	73,463.54	10,654,166.67
Apr-25	75	17,083.33	56,380.21	73,463.54	10,637,083.33
May-25	76	17,083.33	56,380.21	73,463.54	10,620,000.00
Jun-25	77	18,333.33	55,312.50	73,645.83	10,601,666.67
Jul-25	78	18,333.33	55,312.50	73,645.83	10,583,333.33
Aug-25	79	18,333.33	55,312.50	73,645.83	10,565,000.00
Sep-25	80	18,333.33	55,312.50	73,645.83	10,546,666.67
Oct-25	81	18,333.33	55,312.50	73,645.83	10,528,333.33
Nov-25	82	18,333.33	55,312.50	73,645.83	10,510,000.00
Dec-25	83	18,333.33	55,312.50	73,645.83	10,491,666.67
Jan-26	84	18,333.33	55,312.50	73,645.83	10,473,333.33
Feb-26	85	18,333.33	55,312.50	73,645.83	10,455,000.00
Mar-26	86	18,333.33	55,312.50	73,645.83	10,436,666.67
Apr-26	87	18,333.33	55,312.50	73,645.83	10,418,333.33
May-26	88	18,333.33	55,312.50	73,645.83	10,400,000.00
Jun-26	89	19,583.33	54,166.67	73,750.00	10,380,416.67

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Jul-26	90	19,583.33	54,166.67	73,750.00	10,360,833.33
Aug-26	91	19,583.33	54,166.67	73,750.00	10,341,250.00
Sep-26	92	19,583.33	54,166.67	73,750.00	10,321,666.67
Oct-26	93	19,583.33	54,166.67	73,750.00	10,302,083.33
Nov-26	94	19,583.33	54,166.67	73,750.00	10,282,500.00
Dec-26	95	19,583.33	54,166.67	73,750.00	10,262,916.67
Jan-27	96	19,583.33	54,166.67	73,750.00	10,243,333.33
Feb-27	97	19,583.33	54,166.67	73,750.00	10,223,750.00
Mar-27	98	19,583.33	54,166.67	73,750.00	10,204,166.67
Apr-27	99	19,583.33	54,166.67	73,750.00	10,184,583.33
May-27	100	19,583.33	54,166.67	73,750.00	10,165,000.00
Jun-27	101	20,416.67	52,942.71	73,359.38	10,144,583.33
Jul-27	102	20,416.67	52,942.71	73,359.38	10,124,166.67
Aug-27	103	20,416.67	52,942.71	73,359.38	10,103,750.00
Sep-27	104	20,416.67	52,942.71	73,359.38	10,083,333.33
Oct-27	105	20,416.67	52,942.71	73,359.38	10,062,916.67
Nov-27	106	20,416.67	52,942.71	73,359.38	10,042,500.00
Dec-27	107	20,416.67	52,942.71	73,359.38	10,022,083.33
Jan-28	108	20,416.67	52,942.71	73,359.38	10,001,666.67
Feb-28	109	20,416.67	52,942.71	73,359.38	9,981,250.00
Mar-28	110	20,416.67	52,942.71	73,359.38	9,960,833.33
Apr-28	111	20,416.67	52,942.71	73,359.38	9,940,416.67
May-28	112	20,416.67	52,942.71	73,359.38	9,920,000.00
Jun-28	113	22,083.33	51,666.67	73,750.00	9,897,916.67
Jul-28	114	22,083.33	51,666.67	73,750.00	9,875,833.33
Aug-28	115	22,083.33	51,666.67	73,750.00	9,853,750.00
Sep-28	116	22,083.33	51,666.67	73,750.00	9,831,666.67
Oct-28	117	22,083.33	51,666.67	73,750.00	9,809,583.33
Nov-28	118	22,083.33	51,666.67	73,750.00	9,787,500.00
Dec-28	119	22,083.33	51,666.67	73,750.00	9,765,416.67
Jan-29	120	22,083.33	51,666.67	73,750.00	9,743,333.33
Feb-29	121	22,083.33	51,666.67	73,750.00	9,721,250.00
Mar-29	122	22,083.33	51,666.67	73,750.00	9,699,166.67
Apr-29	123	22,083.33	51,666.67	73,750.00	9,677,083.33
May-29	124	22,083.33	51,666.67	73,750.00	9,655,000.00
Jun-29	125	23,333.33	50,286.46	73,619.79	9,631,666.67
Jul-29	126	23,333.33	50,286.46	73,619.79	9,608,333.33
Aug-29	127	23,333.33	50,286.46	73,619.79	9,585,000.00
Sep-29	128	23,333.33	50,286.46	73,619.79	9,561,666.67
Oct-29	129	23,333.33	50,286.46	73,619.79	9,538,333.33
Nov-29	130	23,333.33	50,286.46	73,619.79	9,515,000.00
Dec-29	131	23,333.33	50,286.46	73,619.79	9,491,666.67
Jan-30	132	23,333.33	50,286.46	73,619.79	9,468,333.33
Feb-30	133	23,333.33	50,286.46	73,619.79	9,445,000.00
Mar-30	134	23,333.33	50,286.46	73,619.79	9,421,666.67

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Apr-30	135	23,333.33	50,286.46	73,619.79	9,398,333.33
May-30	136	23,333.33	50,286.46	73,619.79	9,375,000.00
Jun-30	137	24,583.33	48,828.13	73,411.46	9,350,416.67
Jul-30	138	24,583.33	48,828.13	73,411.46	9,325,833.33
Aug-30	139	24,583.33	48,828.13	73,411.46	9,301,250.00
Sep-30	140	24,583.33	48,828.13	73,411.46	9,276,666.67
Oct-30	141	24,583.33	48,828.13	73,411.46	9,252,083.33
Nov-30	142	24,583.33	48,828.13	73,411.46	9,227,500.00
Dec-30	143	24,583.33	48,828.13	73,411.46	9,202,916.67
Jan-31	144	24,583.33	48,828.13	73,411.46	9,178,333.33
Feb-31	145	24,583.33	48,828.13	73,411.46	9,153,750.00
Mar-31	146	24,583.33	48,828.13	73,411.46	9,129,166.67
Apr-31	147	24,583.33	48,828.13	73,411.46	9,104,583.33
May-31	148	24,583.33	48,828.13	73,411.46	9,080,000.00
Jun-31	149	26,250.00	47,291.67	73,541.67	9,053,750.00
Jul-31	150	26,250.00	47,291.67	73,541.67	9,027,500.00
Aug-31	151	26,250.00	47,291.67	73,541.67	9,001,250.00
Sep-31	152	26,250.00	47,291.67	73,541.67	8,975,000.00
Oct-31	153	26,250.00	47,291.67	73,541.67	8,948,750.00
Nov-31	154	26,250.00	47,291.67	73,541.67	8,922,500.00
Dec-31	155	26,250.00	47,291.67	73,541.67	8,896,250.00
Jan-32	156	26,250.00	47,291.67	73,541.67	8,870,000.00
Feb-32	157	26,250.00	47,291.67	73,541.67	8,843,750.00
Mar-32	158	26,250.00	47,291.67	73,541.67	8,817,500.00
Apr-32	159	26,250.00	47,291.67	73,541.67	8,791,250.00
May-32	160	26,250.00	47,291.67	73,541.67	8,765,000.00
Jun-32	161	27,916.67	45,651.04	73,567.71	8,737,083.33
Jul-32	162	27,916.67	45,651.04	73,567.71	8,709,166.67
Aug-32	163	27,916.67	45,651.04	73,567.71	8,681,250.00
Sep-32	164	27,916.67	45,651.04	73,567.71	8,653,333.33
Oct-32	165	27,916.67	45,651.04	73,567.71	8,625,416.67
Nov-32	166	27,916.67	45,651.04	73,567.71	8,597,500.00
Dec-32	167	27,916.67	45,651.04	73,567.71	8,569,583.33
Jan-33	168	27,916.67	45,651.04	73,567.71	8,541,666.67
Feb-33	169	27,916.67	45,651.04	73,567.71	8,513,750.00
Mar-33	170	27,916.67	45,651.04	73,567.71	8,485,833.33
Apr-33	171	27,916.67	45,651.04	73,567.71	8,457,916.67
May-33	172	27,916.67	45,651.04	73,567.71	8,430,000.00
Jun-33	173	29,583.33	43,906.25	73,489.58	8,400,416.67
Jul-33	174	29,583.33	43,906.25	73,489.58	8,370,833.33
Aug-33	175	29,583.33	43,906.25	73,489.58	8,341,250.00
Sep-33	176	29,583.33	43,906.25	73,489.58	8,311,666.67
Oct-33	177	29,583.33	43,906.25	73,489.58	8,282,083.33
Nov-33	178	29,583.33	43,906.25	73,489.58	8,252,500.00
Dec-33	179	29,583.33	43,906.25	73,489.58	8,222,916.67

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Jan-34	180	29,583.33	43,906.25	73,489.58	8,193,333.33
Feb-34	181	29,583.33	43,906.25	73,489.58	8,163,750.00
Mar-34	182	29,583.33	43,906.25	73,489.58	8,134,166.67
Apr-34	183	29,583.33	43,906.25	73,489.58	8,104,583.33
May-34	184	29,583.33	43,906.25	73,489.58	8,075,000.00
Jun-34	185	31,666.67	42,057.29	73,723.96	8,043,333.33
Jul-34	186	31,666.67	42,057.29	73,723.96	8,011,666.67
Aug-34	187	31,666.67	42,057.29	73,723.96	7,980,000.00
Sep-34	188	31,666.67	42,057.29	73,723.96	7,948,333.33
Oct-34	189	31,666.67	42,057.29	73,723.96	7,916,666.67
Nov-34	190	31,666.67	42,057.29	73,723.96	7,885,000.00
Dec-34	191	31,666.67	42,057.29	73,723.96	7,853,333.33
Jan-35	192	31,666.67	42,057.29	73,723.96	7,821,666.67
Feb-35	193	31,666.67	42,057.29	73,723.96	7,790,000.00
Mar-35	194	31,666.67	42,057.29	73,723.96	7,758,333.33
Apr-35	195	31,666.67	42,057.29	73,723.96	7,726,666.67
May-35	196	31,666.67	42,057.29	73,723.96	7,695,000.00
Jun-35	197	33,333.33	40,078.13	73,411.46	7,661,666.67
Jul-35	198	33,333.33	40,078.13	73,411.46	7,628,333.33
Aug-35	199	33,333.33	40,078.13	73,411.46	7,595,000.00
Sep-35	200	33,333.33	40,078.13	73,411.46	7,561,666.67
Oct-35	201	33,333.33	40,078.13	73,411.46	7,528,333.33
Nov-35	202	33,333.33	40,078.13	73,411.46	7,495,000.00
Dec-35	203	33,333.33	40,078.13	73,411.46	7,461,666.67
Jan-36	204	33,333.33	40,078.13	73,411.46	7,428,333.33
Feb-36	205	33,333.33	40,078.13	73,411.46	7,395,000.00
Mar-36	206	33,333.33	40,078.13	73,411.46	7,361,666.67
Apr-36	207	33,333.33	40,078.13	73,411.46	7,328,333.33
May-36	208	33,333.33	40,078.13	73,411.46	7,295,000.00
Jun-36	209	35,416.67	37,994.79	73,411.46	7,259,583.33
Jul-36	210	35,416.67	37,994.79	73,411.46	7,224,166.67
Aug-36	211	35,416.67	37,994.79	73,411.46	7,188,750.00
Sep-36	212	35,416.67	37,994.79	73,411.46	7,153,333.33
Oct-36	213	35,416.67	37,994.79	73,411.46	7,117,916.67
Nov-36	214	35,416.67	37,994.79	73,411.46	7,082,500.00
Dec-36	215	35,416.67	37,994.79	73,411.46	7,047,083.33
Jan-37	216	35,416.67	37,994.79	73,411.46	7,011,666.67
Feb-37	217	35,416.67	37,994.79	73,411.46	6,976,250.00
Mar-37	218	35,416.67	37,994.79	73,411.46	6,940,833.33
Apr-37	219	35,416.67	37,994.79	73,411.46	6,905,416.67
May-37	220	35,416.67	37,994.79	73,411.46	6,870,000.00
Jun-37	221	37,916.67	35,781.25	73,697.92	6,832,083.33
Jul-37	222	37,916.67	35,781.25	73,697.92	6,794,166.67
Aug-37	223	37,916.67	35,781.25	73,697.92	6,756,250.00
Sep-37	224	37,916.67	35,781.25	73,697.92	6,718,333.33

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Oct-37	225	37,916.67	35,781.25	73,697.92	6,680,416.67
Nov-37	226	37,916.67	35,781.25	73,697.92	6,642,500.00
Dec-37	227	37,916.67	35,781.25	73,697.92	6,604,583.33
Jan-38	228	37,916.67	35,781.25	73,697.92	6,566,666.67
Feb-38	229	37,916.67	35,781.25	73,697.92	6,528,750.00
Mar-38	230	37,916.67	35,781.25	73,697.92	6,490,833.33
Apr-38	231	37,916.67	35,781.25	73,697.92	6,452,916.67
May-38	232	37,916.67	35,781.25	73,697.92	6,415,000.00
Jun-38	233	40,000.00	33,411.46	73,411.46	6,375,000.00
Jul-38	234	40,000.00	33,411.46	73,411.46	6,335,000.00
Aug-38	235	40,000.00	33,411.46	73,411.46	6,295,000.00
Sep-38	236	40,000.00	33,411.46	73,411.46	6,255,000.00
Oct-38	237	40,000.00	33,411.46	73,411.46	6,215,000.00
Nov-38	238	40,000.00	33,411.46	73,411.46	6,175,000.00
Dec-38	239	40,000.00	33,411.46	73,411.46	6,135,000.00
Jan-39	240	40,000.00	33,411.46	73,411.46	6,095,000.00
Feb-39	241	40,000.00	33,411.46	73,411.46	6,055,000.00
Mar-39	242	40,000.00	33,411.46	73,411.46	6,015,000.00
Apr-39	243	40,000.00	33,411.46	73,411.46	5,975,000.00
May-39	244	40,000.00	33,411.46	73,411.46	5,935,000.00
Jun-39	245	42,500.00	30,911.46	73,411.46	5,892,500.00
Jul-39	246	42,500.00	30,911.46	73,411.46	5,850,000.00
Aug-39	247	42,500.00	30,911.46	73,411.46	5,807,500.00
Sep-39	248	42,500.00	30,911.46	73,411.46	5,765,000.00
Oct-39	249	42,500.00	30,911.46	73,411.46	5,722,500.00
Nov-39	250	42,500.00	30,911.46	73,411.46	5,680,000.00
Dec-39	251	42,500.00	30,911.46	73,411.46	5,637,500.00
Jan-40	252	42,500.00	30,911.46	73,411.46	5,595,000.00
Feb-40	253	42,500.00	30,911.46	73,411.46	5,552,500.00
Mar-40	254	42,500.00	30,911.46	73,411.46	5,510,000.00
Apr-40	255	42,500.00	30,911.46	73,411.46	5,467,500.00
May-40	256	42,500.00	30,911.46	73,411.46	5,425,000.00
Jun-40	257	45,416.67	28,255.21	73,671.88	5,379,583.33
Jul-40	258	45,416.67	28,255.21	73,671.88	5,334,166.67
Aug-40	259	45,416.67	28,255.21	73,671.88	5,288,750.00
Sep-40	260	45,416.67	28,255.21	73,671.88	5,243,333.33
Oct-40	261	45,416.67	28,255.21	73,671.88	5,197,916.67
Nov-40	262	45,416.67	28,255.21	73,671.88	5,152,500.00
Dec-40	263	45,416.67	28,255.21	73,671.88	5,107,083.33
Jan-41	264	45,416.67	28,255.21	73,671.88	5,061,666.67
Feb-41	265	45,416.67	28,255.21	73,671.88	5,016,250.00
Mar-41	266	45,416.67	28,255.21	73,671.88	4,970,833.33
Apr-41	267	45,416.67	28,255.21	73,671.88	4,925,416.67
May-41	268	45,416.67	28,255.21	73,671.88	4,880,000.00
Jun-41	269	48,333.33	25,416.67	73,750.00	4,831,666.67

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Jul-41	270	48,333.33	25,416.67	73,750.00	4,783,333.33
Aug-41	271	48,333.33	25,416.67	73,750.00	4,735,000.00
Sep-41	272	48,333.33	25,416.67	73,750.00	4,686,666.67
Oct-41	273	48,333.33	25,416.67	73,750.00	4,638,333.33
Nov-41	274	48,333.33	25,416.67	73,750.00	4,590,000.00
Dec-41	275	48,333.33	25,416.67	73,750.00	4,541,666.67
Jan-42	276	48,333.33	25,416.67	73,750.00	4,493,333.33
Feb-42	277	48,333.33	25,416.67	73,750.00	4,445,000.00
Mar-42	278	48,333.33	25,416.67	73,750.00	4,396,666.67
Apr-42	279	48,333.33	25,416.67	73,750.00	4,348,333.33
May-42	280	48,333.33	25,416.67	73,750.00	4,300,000.00
Jun-42	281	51,250.00	22,395.83	73,645.83	4,248,750.00
Jul-42	282	51,250.00	22,395.83	73,645.83	4,197,500.00
Aug-42	283	51,250.00	22,395.83	73,645.83	4,146,250.00
Sep-42	284	51,250.00	22,395.83	73,645.83	4,095,000.00
Oct-42	285	51,250.00	22,395.83	73,645.83	4,043,750.00
Nov-42	286	51,250.00	22,395.83	73,645.83	3,992,500.00
Dec-42	287	51,250.00	22,395.83	73,645.83	3,941,250.00
Jan-43	288	51,250.00	22,395.83	73,645.83	3,890,000.00
Feb-43	289	51,250.00	22,395.83	73,645.83	3,838,750.00
Mar-43	290	51,250.00	22,395.83	73,645.83	3,787,500.00
Apr-43	291	51,250.00	22,395.83	73,645.83	3,736,250.00
May-43	292	51,250.00	22,395.83	73,645.83	3,685,000.00
Jun-43	293	54,166.67	19,192.71	73,359.38	3,630,833.33
Jul-43	294	54,166.67	19,192.71	73,359.38	3,576,666.67
Aug-43	295	54,166.67	19,192.71	73,359.38	3,522,500.00
Sep-43	296	54,166.67	19,192.71	73,359.38	3,468,333.33
Oct-43	297	54,166.67	19,192.71	73,359.38	3,414,166.67
Nov-43	298	54,166.67	19,192.71	73,359.38	3,360,000.00
Dec-43	299	54,166.67	19,192.71	73,359.38	3,305,833.33
Jan-44	300	54,166.67	19,192.71	73,359.38	3,251,666.67
Feb-44	301	54,166.67	19,192.71	73,359.38	3,197,500.00
Mar-44	302	54,166.67	19,192.71	73,359.38	3,143,333.33
Apr-44	303	54,166.67	19,192.71	73,359.38	3,089,166.67
May-44	304	54,166.67	19,192.71	73,359.38	3,035,000.00
Jun-44	305	57,500.00	15,807.29	73,307.29	2,977,500.00
Jul-44	306	57,500.00	15,807.29	73,307.29	2,920,000.00
Aug-44	307	57,500.00	15,807.29	73,307.29	2,862,500.00
Sep-44	308	57,500.00	15,807.29	73,307.29	2,805,000.00
Oct-44	309	57,500.00	15,807.29	73,307.29	2,747,500.00
Nov-44	310	57,500.00	15,807.29	73,307.29	2,690,000.00
Dec-44	311	57,500.00	15,807.29	73,307.29	2,632,500.00
Jan-45	312	57,500.00	15,807.29	73,307.29	2,575,000.00
Feb-45	313	57,500.00	15,807.29	73,307.29	2,517,500.00
Mar-45	314	57,500.00	15,807.29	73,307.29	2,460,000.00

Month	Pmt #	Principal Payment	Interest Payment	Net Payment	Balance
Apr-45	315	57,500.00	15,807.29	73,307.29	2,402,500.00
May-45	316	57,500.00	15,807.29	73,307.29	2,345,000.00
Jun-45	317	61,250.00	12,213.54	73,463.54	2,283,750.00
Jul-45	318	61,250.00	12,213.54	73,463.54	2,222,500.00
Aug-45	319	61,250.00	12,213.54	73,463.54	2,161,250.00
Sep-45	320	61,250.00	12,213.54	73,463.54	2,100,000.00
Oct-45	321	61,250.00	12,213.54	73,463.54	2,038,750.00
Nov-45	322	61,250.00	12,213.54	73,463.54	1,977,500.00
Dec-45	323	61,250.00	12,213.54	73,463.54	1,916,250.00
Jan-46	324	61,250.00	12,213.54	73,463.54	1,855,000.00
Feb-46	325	61,250.00	12,213.54	73,463.54	1,793,750.00
Mar-46	326	61,250.00	12,213.54	73,463.54	1,732,500.00
Apr-46	327	61,250.00	12,213.54	73,463.54	1,671,250.00
May-46	328	61,250.00	12,213.54	73,463.54	1,610,000.00
Jun-46	329	65,000.00	8,385.42	73,385.42	1,545,000.00
Jul-46	330	65,000.00	8,385.42	73,385.42	1,480,000.00
Aug-46	331	65,000.00	8,385.42	73,385.42	1,415,000.00
Sep-46	332	65,000.00	8,385.42	73,385.42	1,350,000.00
Oct-46	333	65,000.00	8,385.42	73,385.42	1,285,000.00
Nov-46	334	65,000.00	8,385.42	73,385.42	1,220,000.00
Dec-46	335	65,000.00	8,385.42	73,385.42	1,155,000.00
Jan-47	336	65,000.00	8,385.42	73,385.42	1,090,000.00
Feb-47	337	65,000.00	8,385.42	73,385.42	1,025,000.00
Mar-47	338	65,000.00	8,385.42	73,385.42	960,000.00
Apr-47	339	65,000.00	8,385.42	73,385.42	895,000.00
May-47	340	65,000.00	8,385.42	73,385.42	830,000.00
Jun-47	341	69,166.67	4,322.92	73,489.58	760,833.33
Jul-47	342	69,166.67	4,322.92	73,489.58	691,666.67
Aug-47	343	69,166.67	4,322.92	73,489.58	622,500.00
Sep-47	344	69,166.67	4,322.92	73,489.58	553,333.33
Oct-47	345	69,166.67	4,322.92	73,489.58	484,166.67
Nov-47	346	69,166.67	4,322.92	73,489.58	415,000.00
Dec-47	347	69,166.67	4,322.92	73,489.58	345,833.33
Jan-48	348	69,166.67	4,322.92	73,489.58	276,666.67
Feb-48	349	69,166.67	4,322.92	73,489.58	207,500.00
Mar-48	350	69,166.67	4,322.92	73,489.58	138,333.33
Apr-48	351	69,166.67	4,322.92	73,489.58	69,166.67
May-48	352	69,166.67	4,322.92	73,489.58	(0.00)

Exhibit B
(New Section 13.07)

13.07. Supplemental Insurance Provisions. The following provisions supplement, and to the extent of any inconsistencies therewith, replace the insurance provisions set forth in this Article XIII:

(a) Casualty Insurance – Supplemental Provisions. The Casualty Insurance required under Section 13.01 hereof shall include, without limiting the foregoing, fire and uniform standard extended coverage, vandalism and malicious mischief endorsements, use and occupancy coverage and extra expense insurance for a period of one year, renewable annually, with uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State of New Mexico, in amounts that are not less than the greater of (i) the outstanding principal amount of the Bonds (less amounts held under the Indenture that may be applied to payment of the Bonds) or (ii) the full insurable value of the Premises, and with such deductible provisions as are customarily included by companies similarly situated. The term “full insurable value,” as used herein, shall mean the actual replacement value, without deduction for physical depreciation or at the option of the Lessor any lesser amount which is equal to or greater than the principal amount of all of the Bonds then outstanding. Alternatively, the Lessee may insure or cause to be insured such property under a blanket insurance policy or policies which cover not only such property but other properties.

Any insurance policy issued pursuant to the preceding paragraph of this Section shall be so written or endorsed as to make losses, if any, payable to the Lessor as their respective interests may appear.

(b) Insurance During Construction. The Lessee shall provide or cause to be provided or maintained at all times during the process of constructing the Project and, from time to time at the request of the Lessor, shall furnish the Lessor with proof of the following insurance: (a) Builder's risk insurance, written on the so-called “Builder's Risk Completed Value Basis,” and payable to the Lessor and the Trustee as mortgagee in an amount equal to 100% of the insurable value of the Premises at the date of completion, and with coverage available in nonreporting form on the so-called “all risk” form of policy subject to reasonable deductibles; (b) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate, subject to reasonable deductibles (to accomplish the above-required limits, an umbrella excess liability policy may be used); and (c) Workers' compensation insurance, with statutory coverage.

(c) Lessee Liability Coverage and Other Insurance. The Lessee agrees to carry the following insurance coverages through the Public School Insurance Authority or one or more reputable insurance companies:

(i) Public liability insurance in maximum amounts authorized under the New Mexico Tort claims Act, Section 41-4-19. The Issuer and the Trustee shall be made additional insureds under such policy or policies. The insurance provided by this Section may be by blanket insurance policy or policies.

(ii) (a) automobile insurance protecting the Lessee against liability for injuries to persons and property, and (b) errors and omissions insurance with a coverage limit not less than, and a deductible amount not greater than, those customarily included in similar policies carried by similar

entities similarly situated and (c) workers compensation insurance, with statutory coverage.

(iii) Business interruption insurance providing for rent loss coverage in the maximum amount provided by the New Mexico Public Schools Insurance Authority (or if not by the New Mexico Public Schools Insurance Authority then by a commercial insurer). Any such policy will be payable directly to the Lessor upon the occurrence of any damage to the Project Building that renders all or any portion of the Project Building unusable.

(d) Cancellation of Policies; Notice requirements: Each insurance policy provided for in this Section 13.07 shall contain a provision to the effect that the Public School Insurance Authority or the insurance company shall not cancel the policy or modify it without first giving written notice thereof to the Trustee and the Lessor at least 30 days in advance of such cancellation or modification under present policies and 30 days under policies acquired hereafter.

(e) Annual Insurance Certification; Periodic Certifications. The Lessee shall furnish to the Lessor, for delivery to the Trustee, each year, a certificate stating that all insurance required under this the Article XIII is in full force and effect. If requested by the Lessor, the Lessee shall also provide the Lessor for delivery to the Trustee a written certification that the Lessee is, to the fullest extent practicable, in compliance with the insurance requirements hereunder.