



**STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
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ARSENIO ROMERO, PhD
SECRETARY OF PUBLIC EDUCATION

MICHELLE LUJAN GRISHAM
GOVERNOR

March 28, 2024

Mr. Ayik Mustafa
Albuquerque School of Excellence
13201 Lomas Blvd., NE
Albuquerque, NM, 87112

Dear Mr. Mustafa:

The Public Education Department has reviewed the terms of your proposed first amendment to the charter schools second lease purchase arrangement with Alpine Education Services d/b/a Harmony Education Foundation according to the Public School Lease Purchase Act [Section 22-26A-1 NMSA 1978, *et seq.*]. Based upon our review, the proposed arrangement fulfills requirements of law and the Constitution of New Mexico; specifically, our review has found the proposed agreement:

1. Offers an option to purchase the property for a price reduced according to the lease payments made to Alpine Education Services d/b/a Harmony Education Foundation. Confers no legal obligation to continue the lease from year to year to purchase the real property;
2. Provides the lease shall be terminated if there is insufficient money to meet current lease payments; and
3. Meets other applicable requirements of law.

We wish you the best of luck with the success of your school and thank you for your commitment to your students.

Sincerely,
DocuSigned by:

A handwritten signature in cursive script that reads "Arsenio Romero".
Arsenio Romero, Ph.D.

Secretary of Public Education

AR/kf/al

Cc: Antonio Ortiz, Director of Finance and Operations
Cody Ethredge, Assistant General Counsel
Iris Romero, Director of NM Public School Facility Authority
Alyce Ramos, NM Public School Facility Authority Programs Manager
Sara Cordova, Director of School Budget Bureau
Mikaela Vigil, Albuquerque School of Excellence, Business Manager



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CHRISTOPHER N. RUSZKOWSKI
ACTING SECRETARY OF EDUCATION

SUSANA MARTINEZ
GOVERNOR

August 3, 2017

Susan B. Fox
Matthews Fox PC
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505

Dear Ms. Fox:

After subsequent review of the amended source of funds statement and amended amortization schedule for the proposed Albuquerque School of Excellence lease purchase arrangement, the information presented, when coupled with previous reassurances from Salih Aykac that use of State Equalization Guarantee funds for principal and interest payments will not impact the provision of an adequate education program, are sufficient for me to re-approve the lease purchase arrangement, as amended, that I previously approved on November 29, 2016.

Thank you for your attention in this matter. Please feel free to contact me with any questions, comments or concerns you may have.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Craig".

David Craig
Director, School Budget & Finance Analysis Bureau, PED

cc: Hipolito "Paul" Aguilar, Deputy Secretary of Finance and Administration, PED
Dawn Mastalir, General Counsel, PED
Robert Sanchez, Attorney, PED
Antonio Ortiz, Director, Capital Outlay Bureau, PED
Patricia Matthews, Matthews Fox PC *via email*
Salih Aykac, Albuquerque School of Excellence, *via email*
Sean Fry, Vigil Group *via email*

LEASE PURCHASE ARRANGEMENT

dated as of _____, 2021,

by and between

HARMONY EDUCATION FOUNDATION,

A Texas non-profit corporation, as Lessor,

and

ALBUQUERQUE SCHOOL OF EXCELLENCE,

A New Mexico state-chartered charter school, as Lessee.

THIS LEASE PURCHASE ARRANGEMENT, dated as of _____, 2021 ("Agreement"), is made and executed by and between Harmony Education Foundation, a Texas non-profit corporation ("Lessor"), and Albuquerque School of Excellence, a New Mexico state-chartered charter school ("Lessee").

Recitals

A. Lessee is a New Mexico state-chartered charter school as defined in Section 22-8B-2(A) NMSA 1978, authorized to enter into a "lease purchase arrangement" or "financing agreement" as defined in Section 22-26A-3(A) NMSA 1978, part of the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978 ("Public School Lease Purchase Act").

B. Lessee's governing body has determined that it is necessary, desirable, and in Lessee's best interest, subject to separate statutory approval by the Public Education Department and the Public School Facilities Authority, to acquire from Lessor through a lease purchase arrangement the Land and Improvements (collectively the "School Site") located at 13201 Lomas Boulevard NE, Albuquerque, Bernalillo County, New Mexico, and more specifically identified in Exhibit "A" hereto.

C. Lessor is a non-profit corporation duly organized and existing under the Texas Non-Profit Corporation Act, whose corporate purpose is to support charter schools and educational organizations located in several states including New Mexico, in order to, among other things: facilitate charter school campus development projects, including designing, financing, and leasing those projects.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration exchanged, Lessor and Lessee agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless otherwise specified in this Agreement, the capitalized terms used herein shall have the meanings specified below.

"Agreement," for all purposes herein and as to all appertaining exhibits and documents, shall have the same legal meaning and effect as either the term "lease purchase arrangement" or "financing agreement," as these latter two terms are defined in Section 22-26A-3(A) NMSA 1978, whether capitalized herein or not.

"Commencement Date" means the date of execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public School Facilities Authority, after which date the payment obligations hereunder will continue for a period not

exceeding thirty (30) years after the date of execution, as prescribed by Section 22-26A-5(C) NMSA 1978.

"Improvements" means any beneficial additions or changes to the leased property described in Exhibit "A" to this Agreement, whether permanent or not, made by or for the benefit of Lessee.

"Land" means the property identified in Exhibit "A" to this Agreement.

"Lease Payments" means, collectively, any payments due from Lessee to Lessor under this Agreement and in accordance with Article V hereof, payable from funds specifically appropriated year to year by Lessee for such purpose from any legally available funds.

"Lessee's Representative" means the chair of Lessee's governing body or any other person duly authorized by Lessee to act on its behalf under or with respect to this Agreement.

"Lessor's Representative" means Lessor's chief executive officer or any other person duly authorized by Lessor to act on its behalf under or with respect to this Agreement.

"Net Proceeds" means any insurance proceeds or condemnation award paid on the School Site, remaining after payment of all costs and expenses incurred in the collection of those amounts.

"Option to Purchase" means the right of Lessee to purchase the School Site in accordance with the terms of Article VI of this Agreement and the provisions of the Public School Lease Purchase Act.

"School Site" means the certain parcel of land identified in Exhibit "A", and any Improvements made thereto.

"Term" means the time period during which this Agreement is in effect, as provided in Section 4.1 hereof, and any term of renewal agreed to by the parties.

"Statewide Adequacy Standards" mean the standards set forth in Title 6, Chapter 27, Part 30 NMAC (08/31/2005), and any subsequent versions thereof, subject to any variances granted to Lessee by the Public School Capital Outlay Council pursuant to Section 22-8B-4.2(F)(2) NMSA 1978.

Section 1.2 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A - Legal Description

Exhibit B - Site Plans and Floor Plan/Improvements

Exhibit C - Lease Payment Schedule

Exhibit D - Planned Funding Sources and Budget to make Lease Payments

Exhibit E - Copies of the New Mexico Public Education Department's and Public School Facilities Authority's individual approvals of this Agreement.

**ARTICLE II
REPRESENTATIONS, COVENANTS, AND WARRANTIES**

Section 2.1. Representations, Covenants, and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a duly authorized and existing state-chartered charter school under the provisions of the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

(b) Lessee has full power and authority to lease, operate, maintain, and acquire under an option to purchase the School Site, to execute and deliver this Agreement, and perform the related transactions in accordance with the provisions of the Public School Lease Purchase Act and other applicable New Mexico statutes, and to carry out its obligations under this Agreement, subject to the limitations and conditions stated herein and the availability of sufficient appropriations and revenues therefor.

(c) Lessee's representatives executing this Agreement have been duly authorized to execute and deliver it in accordance with the terms and provisions of the resolution duly passed and adopted by Lessee's governing body.

(d) Lessee's governing body has complied fully with all the provisions in Section 22-26A-6 NMSA 1978 and those in the Open Meetings Act, Chapter 10, Article 15 NMSA 1978 applicable to its actions with regard to this Agreement and the acquisition of the School Site through a lease purchase arrangement.

(e) Lessee has immediate need for, and expects to make immediate use of, the School Site being leased with an option to purchase under this Agreement, which need, at the time of approval hereof, is not temporary or expected to diminish in the foreseeable future.

(f) To Lessee's knowledge, there are no pending or threatened legal actions, suits, proceedings, or inquiries disputing Lessee's authority to execute, deliver, perform on, or expend public funds pursuant to, this Agreement.

(g) Lessee shall not transfer, lease, assign, mortgage, or encumber all or any portion of its interest under this Agreement, or the School Site itself, except in accordance with the terms and conditions hereunder and as provided by law, including Section 22-26A-5(K) NMSA 1978 with respect to assignment of the lease purchase arrangement to any third party.

(h) Lessee shall use and occupy the School Site for the primary purpose of a state-chartered charter school and the activities directly related thereto, or for such other public school purposes as may be lawfully authorized or permitted by Lessor under New Mexico law.

(i) Lessee shall conform to and comply with all applicable municipal, state, and federal laws, ordinances, rules and regulations in its use of the School Site, and Lessee will not use or suffer to be used the School Site in any manner contrary to any applicable municipal, state, or federal laws, ordinances, rules or regulations, so as to create or cause to exist any nuisance or hazardous condition.

(j) Lessee shall use its best efforts to purchase the School Site from Lessor with funds obtained from lease payment grant assistance from the Public School Capital Outlay Council in accordance with Section 22-24-4(I) NMSA 1978, or from other lawfully available funding sources at the earliest possible time, but in no event shall this Agreement have a final payment date exceeding thirty (30) years after the date of its execution by the parties.

(k) The school's governing body represents, warrants, and covenants that it has not undertaken Lessor's debt under any agreement; nor has school pledged or granted a security interest in any third party to public funds, monies, grants, or other distributions for the purpose of securing the lessor's financial obligations in violation of Article IX, Sections 11 or 14 of the NM Constitution.

Section 2.2. Representations, Covenants, and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(a) Lessor is a non-profit corporation duly organized, existing, and in good standing under the laws of the State of Texas and has full power and authority to enter into this Agreement and to carry out all its obligations hereunder; and Lessor has full power to own, hold, finance, and furnish the School Site in accordance herewith, and to lease and sell the same to Lessee.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound.

(c) Lessor warrants that it is in good standing pursuant to the terms of any mortgage or other financial obligation under which either the Land or School Site, or both, has been given as security for the payment of the underlying debt or financial obligation.

(d) To the best of Lessor's knowledge, Lessor has not received any notice that the School Site or its present use and condition violates any applicable deed restrictions or other covenants, restrictions or agreements, mortgages, indentures, conditions of title or ownership, site plan approval, zoning or subdivision regulations, urban development plans, the laws statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to the School Site.

(e) To the best of Lessor's knowledge, there are no underground storage tanks at the School Site and, to the best of Lessor's knowledge, Lessor has not used the School Site to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to the Resource Conservation and Recovery Act (42 U.S.C.A. §§6901 *et seq.*) as amended, the comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. §§9601 *et seq.*) as amended, or any other related Legal Requirement, and to the best of Lessor's knowledge, Lessor has not caused, and has no knowledge of, the leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any hazardous substances on or off the School Site on adjacent properties.

ARTICLE III AGREEMENT TO LEASE

Section 3.1. Lease. Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor with an option to purchase, upon the terms and conditions set forth in this Agreement, provided that the terms and conditions herein are not in contravention of any applicable laws. This Agreement, once fully executed, shall supersede any prior written agreement between the parties for the lease of the School Site.

Section 3.2. Possession and Enjoyment. During the Term of this Agreement, Lessor shall provide Lessee with quiet use and enjoyment of the School Site and during such term Lessee shall peaceably and quietly have and hold and enjoy the School Site, without suit, trouble, or hindrance from Lessor, except as expressly set forth herein. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so. Notwithstanding the foregoing, Lessor shall have the right to inspect the School Site as provided in Section 3.3 hereof.

Section 3.3. Lessor's Access to School Site. Lessee agrees that following the Commencement Date of this Agreement, Lessor during the Term shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that it is being properly maintained, preserved, and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by Lessee to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations, or additions to the School Site.

ARTICLE IV TERM OF AGREEMENT

Section 4.1. Term. The Term shall commence upon the execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public

School Facilities Authority, and continue for no more than thirty (30) years from the date of its execution by the parties ("Term").

Section 4.2. Termination of Agreement. This Agreement shall terminate upon the occurrence of one of the following events:

- (a) the purchase of the School Site by Lessee pursuant to Article VI hereof; or
- (b) a default by Lessee and Lessor's ensuing election to terminate this Agreement pursuant to Article XI hereof; or
- (c) a default by Lessor and Lessee's ensuing election to terminate this Agreement pursuant to Article XI hereof; or
- (d) if sufficient money is not available to meet the current lease payments; or
- (e) Lessee's charter is revoked or not renewed by the Public Education Commission and any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority is not set aside or reversed by the district court pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

There is no legal obligation for Lessee to continue the lease under this Agreement from year to year or to purchase the real property identified in Exhibit "A" hereto, and Lessee's obligation to make Lease Payments and meet any other payment obligations under this Agreement are subject to the appropriation and sufficiency of available funds by Lessee from year to year. Without committing or obligating Lessee beyond any current fiscal year, however, Lessee states that it presently intends to continue this Agreement for the Term and to pay all Rent Payments or other payments required hereunder.

Section 4.3. Effect of Termination of Agreement. Upon termination of this Agreement:

- (a) All unaccrued obligations of Lessee hereunder shall terminate, but all obligations of Lessee that have accrued hereunder prior to such termination shall continue until they are discharged in full, subject to Section 22-2-2(C) NMSA 1978 under which the Public Education Department's School Budget and Finance Analysis Bureau has both the authority and responsibility to immediately take over the control and management of Lessee's assets and finances, as well as the powers and duties of Lessee's governing body designated as a board of finance under Section 22-8B-6(L)(4) NMSA 1978; and
- (b) If the termination occurs because of the occurrence of a non-appropriation or an Event of Default as defined herein, (i) Lessee's right to possession of the School Site shall terminate; and (ii) Lessee shall, within sixty (60) days, vacate the School Site. If termination occurs because of non-renewal or revocation of Lessee's charter, Lease Payments shall be paid through the last day of occupancy, subject to (i) Section 22-2-2(C) NMSA 1978 as set forth hereinabove; and to (ii) Section 22-8B-12.1(C) NMSA 1978 which provides that when a charter school is closed, its assets shall be distributed first to satisfy outstanding payroll obligations for employees of the charter

school, then to creditors of the charter school and then to the State of New Mexico's treasury to the credit of the current school fund.

(c) Lien on Improvements by Lessee. If State of New Mexico or Lessee's charter school funds, above those required for lease payments hereunder, are used to construct or acquire Improvements, the cost of those improvements shall constitute a lien on the School Site in favor of Lessee and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title, at the option of the Lessee: (1) Lessee may foreclose the real estate lien; or (2) the current market value of the School Site at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Agreement, shall be paid to Lessee, all in accordance with Section 22-26A-5(H) NMSA 1978. The priority of such statutory lien shall be determined according to New Mexico law, should a legal dispute arise as to the order of satisfaction.

Section 4.4 Continuation. The parties stipulate and agree that there is no legal obligation for Lessee to continue the lease under this Agreement from year to year or to purchase the School Site, in accordance with Section 22-26A-5(I) NMSA 1978.

ARTICLE V AGREEMENT LEASE PAYMENTS

Section 5.1. Lease Payments.

(a) Obligation to Pay. Lessee agrees to pay Lessor, its successors and assigns, for the right to use, improve, and acquire by purchase the School Site, and Lessor agrees to accept as full lease payments for the School Site individual sums equal to the monthly lease amounts set forth in Exhibit "C" to this Agreement, the first one being due and payable on the first (1st) day of the first month following the Commencement Date hereof and each succeeding month thereafter during the Term of this Agreement. Any partial month will be calculated on a *pro rata* basis. Lessor and Lessee acknowledge and agree that the interest rate for the purchase price, as set forth in Exhibit "C," is subject to change from time to time based on changes in the interest rate on the corresponding or appertaining loan(s) made to Lessor, provided that (i) any change in the specified principal and interest component of any payment to be made hereunder shall constitute an amendment to this Agreement and shall be approved by the Public Education Department; and (ii) the net effective interest rate thereon shall not exceed the maximum permitted by the Public Securities Act.

(b) Upon a change in Lessor's interest rate due, whether increased or reduced, Lessor shall provide to Lessee a revised Exhibit "C," and Lessee shall make lease payments hereunder in accordance with that revised exhibit. Notwithstanding anything to the contrary herein, the parties agree that (i) the Lease Payments shall not be more than the separate amounts shown in Exhibit "C" hereto; and (ii) the rate of interest applicable to the Lease Payments, including any Additional Rent and the interest component of any Lease Payment set forth in Exhibit "C" hereto, shall not be interpreted to exceed that maximum allowed pursuant to the Public Securities Act; in which event, the rate of interest automatically shall be reduced to the maximum rate permitted by law.

(c) A portion of each Lease Payment is paid as, and represents payment of, interest as shown on Exhibit "C" hereto, which sets forth the principal and interest component of each payment made. Upon receipt of each Lease Payment, Lessor shall apply the amount of such payment to principal and interest as shown on Exhibit "C," thereby reducing the purchase price due at each subsequent Option Date.

(d) In any School fiscal year (July 1 to June 30) that this Agreement is in effect, Lessee shall include in the budget proposal to the Public Education Department for the ensuing fiscal year an amount equal to one hundred percent (100%) of the Lease Payments and other obligations payable by Lessee under this Agreement, not in contravention of New Mexico law. The Lease Payments and other obligations payable by Lessee under this Agreement shall constitute currently appropriated expenditures of Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligations whatsoever of Lessee or a mandatory charge or requirement against Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.

Section 5.2. Additional Rent. In addition to the Lease Payments, Lessee shall pay Additional Rent during the Term as herein provided. The Additional Rent during the Term of this Agreement shall be in an amount sufficient to pay all expenses of ownership, administration, and operation of the School Site during the ensuing fiscal year, including but not limited to (i) the reasonable fees and expenses related to the School Site and Improvements; (ii) the cost of insurance premiums; and (iii) all other costs expressly required to be paid by Lessee, if any, as Additional Rent hereunder. This Agreement is intended to be and shall be construed consistent with it being a net lease, with Lessee paying all expenses related to the School Site.

Section 5.3. Funding of Improvements to School Site. Lessee and Lessor agree that Lessee shall not use any funds, other than lease payment grant assistance funds from the Public School Capital Outlay Council in accordance with Section 22-24-4(I) NMSA 1978 or other legally available funds, to acquire, construct, install, or purchase any Improvement to the School Site during the Term of this Agreement. Prior to any termination of this Agreement as provided hereunder, Lessor may require Lessee to remove at Lessee's own expense any Improvements to the School Site that were funded by Lessee from other funding sources.

ARTICLE VI OPTION TO PURCHASE

Section 6.1. Option to Purchase. In consideration of the agreements, promises, and covenants made each to the other in this Agreement, and other good and valuable consideration received, which consideration Lessor acknowledges to be adequate herefor, Lessor grants to Lessee the option to purchase the School Site upon the terms and conditions set forth in this Agreement and as permitted under the Public School Lease Purchase Act.

Section 6.2 Accelerated Sale and Transfer. Lessee may exercise its option to purchase the School Site only on a designated Option Date. "Option Date" shall mean the twenty-fifth day of May, 2026 (May 25, 2026), and the corresponding date for each month following May 25, 2026

during the Term of this Agreement, provided that if the purchase of and transfer of title to the School Site is not completed on or prior to the last Option Date, Lessee's option to purchase hereunder shall expire and thereafter be of no further force or effect.

Section 6.3 Notice of Sale and Transfer. Lessee's option to proceed with the purchase of and transfer of title to the School Site on an Option Date shall be exercised by written notice to Lessor, sent by registered or certified mail to Lessor's address as stated herein, or to any other address designated by Lessor in writing to Lessee. Such written notice shall be given not less than six (6) months prior to the Option Date on which Lessee will exercise its option to proceed with the purchase of and transfer of title to the School Site.

Section 6.4. Purchase Price on Exercise of Option. The Purchase Price for the School Site on exercise of the option to purchase hereunder shall be the amount necessary to pay the outstanding principal balance on the unpaid purchase price as of that Option Date, as set forth in the schedules attached at Exhibit "C" hereto, plus any accrued and unpaid interest to that date, with any penalties for interest forbearance, as well as any associated closing costs and options fees. The interest rate on the principal balance remaining on exercise of the option to purchase shall not exceed the maximum permitted by the Public Securities Act.

Section 6.5. Expenses, Mortgage. The Purchase Price to be paid by Lessee to Lessor shall be a net amount to Lessor, and all expenses in connection with the transfer of the School Site, including title insurance, recording fees, documentary stamps, and any other closing costs, shall be divided evenly by Lessor and Lessee. The Purchase Price shall be paid by Lessee in cash to Lessor concurrent with Lessor's conveyance of the School Site to Lessee by special warranty deed as provided in Section 6.6 hereof.

Section 6.6. Transfer of Title. Except as provided in Section 6.7 hereof, at the closing of the transaction between the parties, Lessor shall convey the School Site to Lessee free and clear of any mortgage, indenture, or other encumbrance. The conveyance shall be by a standard form special warranty deed from Lessor to Lessee.

Section 6.7. First Mortgage. Lessee's rights under this Agreement are and shall be subject and subordinate to any underlying mortgage (including a consolidated mortgage), indenture, or deed of trust constituting a first lien on the School Site, or any part thereof, whether such mortgage, indenture, or deed of trust has heretofore been, or may hereafter be, placed upon the School Site to secure Lessor's indebtedness (including any bond obligations) to any bank or other financial institution, trust company, or other financial lender, whether private or public, for the purchase of the School Site and Improvements, or to any renewal, modification, consolidation, replacement, or extension of any such mortgage, indenture, or deed of trust. This subordination clause applies only to a first mortgage securing any indebtedness that on any Option Date will not exceed the purchase price when the option to purchase hereunder is then exercised. This subordination clause shall be self-operative and no further instrument of subordination shall be required. Lessee shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage, indenture, or deed of trust to contain provisions requiring the holder of the indebtedness secured thereby to mail to Lessee by registered mail, addressed to Lessee at its office as set forth

in this Agreement, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage, indenture, or deed of trust to Lessor. Notwithstanding the provisions of Section 6.3 hereof, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided after the first Option Date, exercise the option to purchase at the following purchase price: the amount which would have been payable, as provided in Section 6.5 hereof, at the next succeeding Option Date, plus $1/365$ ths of the difference between that amount and the amount which would have been payable, as provided in Section 6.5 hereof, at the last preceding Option Date, multiplied by the number of days remaining between the settlement date and the next succeeding Option Date. Notwithstanding the provisions of Article VI hereof, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided before the first Option Date, exercise the option to purchase set forth herein by paying the then-outstanding principal amount of the debt or the amount required to defease the bonds secured by mortgage, indenture, or deed of trust plus any accrued and unpaid interest and any amounts necessary to pay all amounts due to the first call date secured by the mortgage, indenture, or deed of trust.

Section 6.8. Performance of Lease. The right to exercise the option to purchase as set forth herein is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and agreements under this Agreement, and the payment by Lessee of all Base Rent and Additional Rent, and other special payments as provided for in this Agreement to the date of the completion of the purchase of the School Site by Lessee.

Section 6.9. Adjustments. Adjustments and proration of taxes, water rents, insurance premiums, and similar items shall be made as of the date of the closing of title, in accordance with the practice approved by the parties.

Section 6.10. Security Deposit. The parties stipulate that no security deposit was paid by Lessee as part of this Agreement and that none is required.

Section 6.11. Priority. The option to purchase set forth herein shall be a covenant running with the Land, and no conveyance, transfer, easement, or encumbrance thereof shall defeat or adversely affect the option to purchase hereunder.

Section 6.12. Assignment of Option; Binding Effect. With the prior approval of Lessor, which shall not be unreasonably withheld, the option to purchase hereunder is assignable, without cost to Lessee, and with all of the rights and benefits of its predecessor in interest being transferred to the assignee, to (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions.

Section 6.13. Prepayment. The amounts due under this Agreement are subject to prepayment at the option of Lessee's governing body at such time or times and upon such terms and conditions, with or without the payment of such premium or premiums, as determined by Lessee's governing body. Beginning with the first Option Date, the parties may proceed to closing on the purchase of the School Site at any time, without assessment of costs, expenses, or penalties,

except that Lessee agrees to pay any prepayment amounts required by any loan and penalties for interest forbearance on any of Lessor's loans secured by the School Site.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1. Maintenance and Facility Costs. Lessee shall at all times during the Term maintain, preserve, and keep the School Site in good repair, working order and condition, and shall from time to time make all repairs, replacements, and improvements necessary to keep the School Site in such condition. This Agreement is intended to be and shall be construed consistent with it being an absolute net lease, with Lessee paying all expenses related to the School Site, including without limitation (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs including routine repair and replacement of roof, structural components, HVAC, and carpet and/or tile; and (iii) all other costs associated with the operation, repair, and maintenance of the School Site (collectively, "Operating Expenses"). Portions of Operating Expenses may be, at Lessor's option, paid by Lessee directly to the third parties who are owed specific amounts included in Additional Rent.

Section 7.2. Removal of Improvements. Except as provided for in Section 4.3(c) and Section 9.3 of this Agreement, Lessee agrees and covenants with Lessor that any and all alterations, additions, and improvements, except moveable furniture, equipment, portable or modular buildings and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces, shall become a permanent part of the School Site at the termination of this Agreement, if not removed by the Lessee. Lessee agrees that if such Improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee's personal property creates an unsightly condition, by capping any electrical outlets and concealing any surface areas where personal property, such as counters or shelving, may have been stabilized by attachment to such surfaces.

Section 7.3. Lessee's Insurance Obligations.

(a) **Liability Insurance.** Beginning on the Commencement Date, Lessee shall procure and maintain or cause to be carried and maintained in full force and effect during the Term and any extension thereof at Lessee's sole cost and expense and as Additional Rent above the Base Rent hereunder, such public liability insurance covering bodily injury, disease, illness or death, and property damage liability as is available from and provided by the Public Schools Insurance Authority or its successor, with limits of coverage not less than \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence and \$400,000 in the aggregate for all claims other than medical or medically-related expenses arising out of a single occurrence, and \$100,000 for each accident for property damage liability for the benefit of both Lessee and Lessor as protection against all liability claims arising from activities on the School Site, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor upon the commencement of the Term. Lessee shall adjust such minimum coverage limits annually or as necessary to conform to the minimum

coverage limits required for local public bodies pursuant to Sections 41-4-19 and 41-4-20 NMSA 1978, and Sections 22-29-1 through 22-29-11 NMSA 1978.

(b) Property Insurance. Subject to the availability of such coverage from the Public Schools Insurance Authority, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the Term and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions, and improvements in an amount equal to their replacement values. Lessor and any lending institution(s) of record shall be named as additional insureds and loss payees on the Property Insurance Policy and shall be provided with a copy of this policy annually on the anniversary date of the Policy. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and use the insurance proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the School Site. If for any reason Lessee is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and Lessee shall pay the premiums of such insurance as Operating Expenses.

Section 7.4. Workers' Compensation Insurance. If required by New Mexico law as of the Commencement Date, Lessee shall carry workers' compensation insurance covering all of its individual employees on, in, near, or about the School Site, and upon request shall furnish certificates to Lessor evidencing such coverage.

Section 7.5. Liens. Except for bond obligations of Lessor, neither Lessee nor Lessor shall directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Improvements, other than the individual rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided herein, Lessor and Lessee shall promptly, at their own expense, take such action as may be necessary to duly discharge or remove any such mortgage, other than existing mortgages or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim which arose during the control of the School Site. Nothing herein shall limit the Lessor's right to refinance or restructure debt against the School Site; however, no refinance or restructure shall impair Lessee's rights under the terms of this Agreement. Lessee covenants and agrees to execute and deliver, upon demand, such further reasonable instrument or instruments subordinating this Agreement to the lien of any mortgage or mortgages as shall be desired by Lessor and any mortgagees or proposed mortgagees, provided such documents contain commercially reasonable non-disturbance agreements. Lessor, within thirty (30) days of refinancing or restructuring, shall provide notification to Lessee with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation and Lessor shall pay for any of Lessee's costs associated with said refinancing.

ARTICLE VIII

CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Condemnation. In the event that all or any portion of the School Site or Improvements are condemned by any governmental body or entity under the power of eminent domain or are sold under threat of condemnation to any public body or entity prior to Lessee's purchase of the School Site, Lessor shall be entitled to all compensation awarded, less an amount equal to Lessee's principal payments made to date in accordance with Article VI hereof, plus the value of any improvements placed on the School Site by Lessee pursuant to Article IX herein, which portions of the compensation awarded shall be paid to Lessee.

Section 8.2. Condemnation of Other Property Owned by Lessee. Lessee shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to, or taking of its property not included in the School Site. Lessor agrees that Lessee shall have the option, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to both the School Site and the Improvements, and upon such election, Lessor shall not be obligated to provide a defense as to the Improvements, but may do so at Lessor's sole expense. In consideration for such option granted in this paragraph, Lessee agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the Improvements without Lessor's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE IX LESSEE'S IMPROVEMENTS, EQUIPMENT, AND WARRANTIES

Section 9.1. Improvements to School Site. Lessee, at its own expense, may remodel, or make additions, modifications, or improvements to the School Site, provided that (i) such remodeling, modifications and additions shall not in any way damage the School Site as it existed prior thereto, and shall become part of the School Site, subject to the provisions of Section 4.3(d) hereof; (ii) the value of the School Site after such remodeling, modifications, and additions shall be at least as great as the value of the School Site prior thereto; and (iii) the School Site, after such remodeling, modifications, and additions, shall continue to be used as set forth herein and shall otherwise be subject to the terms of this Agreement. Capital improvements made by Lessee to the School Site shall not change the Lease Payments or the Purchase Price without a written amendment to this Agreement approved by the Public Education Department.

Section 9.2. Installation of Lessee's Equipment. Lessee may at any time and from time to time in its sole discretion and at its own expense, install items of movable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs, and such other furnishings and equipment as may in Lessee's judgment be necessary for its purposes in or upon the School Site. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the School Site resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the School Site by Lessee. Nothing in this Agreement shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid

portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the School Site.

Section 9.3. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor shall assign to Lessee, all of its interest, if any in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied, issued on or applicable to the School Site, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.4. Disclaimer of Warranties. Upon acceptance of the School Site by the Lessee, Lessor makes no warranty or representation except as stated in Section 9.3 hereof, either express or implied, as to the value, design, condition, merchantability, or fitness for any particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

ARTICLE X ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING

Section 10.1. Assignment. Subject to the other provisions of this Agreement, neither party shall assign its interests herein without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any consent by a party to any assignment shall not operate as consent to any further assignment, and any further assignment shall be subject to the prior written consent of the other party in accordance with the provisions of Section 10.1 hereof. Unless otherwise agreed to by the parties, no assignment permitted hereunder shall relieve a party from liability for the performance of its obligations under this Agreement for the remainder of the then current term.

With the prior approval of Lessor, which shall not be unreasonably withheld, this Agreement is assignable by the parties, without cost to Lessee and with all of the rights and benefits of its predecessor in interest in being transferred to the assignee to: (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions. Nothing in Section 10.1 shall be construed to prohibit, limit, or restrict Lessee's ability to enter into a joint powers agreement for the shared use of the School Site, provided that each party to such agreement is a "public agency" as defined in the Joint Powers Agreement Act, Sections 11-1-1 through 11-1-7 NMSA 1978, and that both public agencies are authorized by their legislative or other governing bodies to jointly exercise any power common to the contracting parties as provided by law.

Section 10.2. Restriction on Mortgage or Sale of School Site by Lessee. Prior to closing on the purchase of the School Site, Lessee shall not mortgage, sell, assign, transfer, or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed, and subject to the applicable provisions of the Public School Lease Purchase Act.

Section 10.3. Title. Upon Lessee's purchase of the School Site pursuant to Article VI of this Agreement, Lessor shall transfer its interest in the School Site to Lessee by a standard form special warranty deed, free and clear of any encumbrances of record except those specifically accepted by Lessee.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. Each of the following shall constitute an "Event of Default" under this Agreement, and the terms "Event of Default" and "Default" shall mean, whenever they are used herein, any one or more of the following events whether occurring voluntarily or involuntarily, by operation of law, or pursuant to any order of any New Mexico governmental agency or court of competent jurisdiction:

(a) Failure by Lessee to make any payments under this Agreement as and when due from any lawful source of funds, except where sufficient money is not available to meet the current lease payments; or

(b) Lessee or Lessor making, permitting, or suffering any unauthorized assignment, transfer, or other disposition of this Agreement or any interest hereunder, or any part of the School Site or any interest therein; or

(c) Failure by either Lessor or Lessee to observe and perform any covenant, condition, or agreement, other than as described in Section 11.1(a) hereof or its parts, to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided that if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected; or

(d) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair Lessee's ability to carry on its operations at the School Site, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted; or

(e) The revocation or nonrenewal of Lessee's charter by the Public Education Commission and the failure by the district court to set aside or reverse any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority, pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

Section 11.2. Remedies of Lessor upon Event of Default. Upon the happening and continuance of any event of default specified in Article XI of this Agreement, Lessor or its assigns may, without any further demand or notice to Lessee, take one or any combination of the following remedial steps:

(a) Terminate this Agreement and give written notice to Lessee to vacate the School Site within sixty days (60) days from the date of such notice, subject to Section 22-2-2(C) NMSA 1978 and Section 22-8B-12.1(C) NMSA 1978.

(b) Lease all or any portion of the School Site as permitted by New Mexico law.

(c) Recover from Lessee: (i) to the extent the recovery thereof is permitted by law, the fair lease value of the use of the School Site during any period beyond the thirtieth (30th) day following the occurrence of the Event of Default; and (ii) Lease Payment and Additional Rent, which would otherwise have been payable by Lessee hereunder during the remainder, after the Lessee vacates the School Site, of the Fiscal Year in which such Event of Default occurs.

(d) Take whatever action either at law or in equity as Lessor or its legal counsel shall deem most effectual to protect and enforce this Agreement and Lessor's rights hereunder.

Section 11.3. Remedies of Lessee upon Event of Default. Upon the happening and continuance of any event of default specified in Article XI of this Agreement, Lessee or its assigns may, without any further demand or notice to Lessor, take such action at law or in equity as Lessee or its legal counsel shall deem most effectual to protect and enforce this Agreement and Lessee's rights hereunder.

Section 11.4. Force Majeure. The provisions of Sections 11.1, 11.2, and 11.3 of this Agreement are subject to the following limitations: if by reason of *force majeure* Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the *force majeure* inability. The term "*force majeure*" as used herein shall mean, without limitation: acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority other than Lessee or Lessor; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or Lessee and not resulting from the negligence of the party claiming a force majeure event. Lessor and Lessee agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their respective obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense

of *force majeure*, acceding to the demands of the person or persons creating the strike, lockout or industrial disturbance, would be injurious to such party.

Section 11.4. Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder, at law or in equity, are cumulative and not exclusive of all other rights and remedies to which a party may be entitled herein, at law or in equity, in the event of breach or threatened breach by a party in default of any of the terms, conditions, and provisions contained herein.

Section 11.5. No Additional Waiver Implied by One Waiver. The failure, neglect, or omission of a non-defaulting party to terminate this Agreement for any breach or default shall not be deemed a consent by the non-defaulting party of such breach or default and shall not stop, bar, or prevent the non-defaulting party from thereafter terminating this Agreement, either for such violation of or for prior or subsequent violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 11.6. Dispute Resolution. The parties shall endeavor to resolve all disputes arising as to this Agreement by mediation before a mutually agreed mediator the cost of which shall be shared by the parties. In the event mediation is unsuccessful, arbitration in accordance with the terms of this Section shall be used to resolve any and all claims, disputes or disagreements arising under this Agreement, except for (i) matters requiring immediate exigent relief, including without limitation unlawful detainer; and (ii) all claims by either party which (a) seek anything other than enforcement of rights under this Agreement; or (b) are primarily founded upon matters of fraud, willful misconduct, or any other allegations of tortious action, and seek the award of punitive or exemplary damages, which disputes shall be resolved by suit filed in the Second Judicial District Court, Bernalillo County, New Mexico, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby agree to conduct themselves in strict, full, complete and timely accordance with the terms of this Section.

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be initiated by either party, within thirty days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the greater Albuquerque metropolitan area or Bernalillo County and, unless otherwise agreed by the parties, must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by

the Second Judicial District Court, Bernalillo County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award injunctive relief. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any as determined by the Arbitrator in his or her discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of the dispute in the discretion of the Arbitrator was closest to that adopted by the Arbitrator.

ARTICLE XII TITLE

Section 12.1. Title to Improvements. During the Term, Lessor shall hold legal title to the School Site and any and all additions which comprise repairs, replacements, substitutions, or modifications, and Lessor shall retain an equitable lien on the title to the School Site and any and all repairs, replacements, substitutions, and modifications to it, unless otherwise agreed to by the parties in writing.

Section 12.2. Public Property. Upon approval of this Agreement by the Department and execution of this Agreement by the parties pursuant to the Public School Lease Purchase Act, the School Site shall be considered to be a public property pursuant to Section 22-26A-5.1(B) NMSA 1978.

ARTICLE XIII HAZARDOUS MATERIALS LAWS

Section 13.1. Compliance with all Hazardous Materials Laws. As of the Commencement Date, Lessee, shall at all times keep and maintain the School Site in compliance with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. Lessee shall not permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials Laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous materials shall include petroleum products. Upon request of Lessor, Lessee will prepare and provide such reports as will evidence compliance by Lessee with Hazardous Materials Laws, and which will evidence that the School Site and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site

("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, Completion, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2. Lessee's Responsibility. Upon and after acceptance of the School Site by the Lessee, Lessee shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Lessor or Lessee directly or indirectly arising out of or attributable to the violation by Lessee 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 School Site, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall to the extent allowable by law applicable to public schools, indemnify Lessor and hold Lessor harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability subject to the limitations and waivers contained in the New Mexico Tort Claims Act and any insurance coverage issued pursuant thereto.

Section 13.3. Remedial Action Required. Without Lessor's prior written consent, which shall not be unreasonably withheld, Lessee shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the School Site, 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 Lessor's reasonable judgment, impair the value of Lessor's fee interest in the School Site; provided, however, that prior consent shall not be necessary in the event that: (i)(a) the presence of Hazardous Materials on, under, or about the School Site either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (b) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (c) such action is required by government order; and (ii) it is not possible to obtain Lessor's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Lessor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Lessee establishes to the reasonable satisfaction of Lessor that there is no reasonable alternative to such remedial action that would result in less impairment to the value of Lessor's interest in the School Site.

Section 13.4. Survival of Lessee's Obligations and Liabilities. Lessee's obligations and liabilities hereunder with respect to Hazardous Materials Claims arising from Lessee's actions shall survive the expiration or other termination of this Agreement.

**ARTICLE XIV
LIMITATION OF LIABILITY**

Section 14.1. Limitation of Liability. Neither party shall be liable for special, indirect, incidental, punitive or consequential damages arising from a breach of this Agreement.

**ARTICLE XV
MISCELLANEOUS**

Section 15.1 Notices. All notices required under this Agreement shall be sufficiently given in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by electronic mail, if a copy is sent by one of methods (i), (ii), or (iii) as soon as practicable thereafter, addressed to Lessor or Lessee, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section 15.1), and such notices shall be effective on the date of receipt thereof.

Lessor:	Lessee:
Harmony Education Foundation	Albuquerque School of Excellence
c/o Chief Executive Officer	c/o Head Administrator
9321 W. Sam Houston Parkway S.,	13201 Lomas Boulevard NE
Suite 200	Albuquerque, New Mexico 87112
Houston, Texas 77099	Telephone No.: (505) 312-7711
Telephone No.: (713) 900-7173	

Section 15.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.4. Amendments, Changes, and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both Lessee and Lessor. Amendments to this Agreement, except amendments that would improve the building or other real property without additional financial obligations to the Lessee, shall be approved by the Public Education Department pursuant to 22-26A-5(L) NMSA 1978.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 15.6. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval or such request shall be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section hereof.

Section 15.11. Business Days. If the day upon which any action required by the Agreement falls on a Saturday, Sunday, or banking holiday, then such action shall be deemed timely if made or taken on the next succeeding business day.

Section 15.12. Administrative Approval. Pursuant to Section 22-26A-4 NMSA 1978, the parties to this Agreement acknowledge that they have obtained the required statutory approval from both the Public Education Department and the Public School Facilities Authority.

IN WITNESS WHEREOF, Lessor and Lessee, each acting through their duly authorized agent or legal representative, have made and executed this Agreement as of the date first above.

[Signature Pages Follow]

LESSOR:

HARMONY EDUCATION FOUNDATION, A Texas non-profit corporation,

By: [Signature]
Name: Eugene Eski
Title: CEO

ACKNOWLEDGEMENT

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

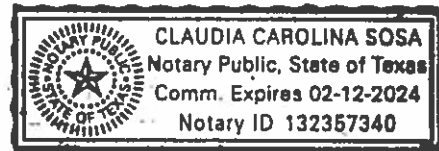
The foregoing LEASE PURCHASE ARRANGEMENT was acknowledged before me this 22 day of July, 2021, by Eugene Eski, as Chief Executive Officer of Harmony Education Foundation, a Texas non-profit corporation, on behalf of the corporation.

(Seal)

[Signature]
Notary Public

My Commission Expires:

02-12-2024



ALBUQUERQUE SCHOOL OF EXCELLENCE, A New Mexico state-chartered charter school,

By: Osman Anderoglu
Name: _____
Title: Governing Council President

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

The foregoing LEASE PURCHASE ARRANGEMENT was acknowledged before me this 12 day of May, 2021, by Taña Chavez as chair of the governing body of Albuquerque School of Excellence, A New Mexico state-chartered charter school.

Notary Public



OFFICIAL SEAL
Tana Chavez
NOTARY PUBLIC - STATE OF NEW MEXICO
7/6/2022

My commission expires: 7/6/2022

EXHIBIT A

LEGAL DESCRIPTION

Parcel lettered E-One-A-2 (E-1-A-2) Panorama Heights Addition, lying and situate within Section 15 and 22, Township 10 North, Range 4 East, New Mexico Principal Meridian, City of Albuquerque, Bernalillo County, New Mexico, as the same is shown and designated on the Plat thereof filed in the office of the County Clerk of Bernalillo County on March 13, 2020, as Document No. 2020023833.

EXHIBIT B
SITE PLANS AND FLOOR PLAN

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Abstract

WJDA

THE UNIVERSITY OF CHICAGO

Conclusion

[illegible]

1000

**ARE PK-5
EXPANDED**

McGraw-Hill Education

2010年12月10日

QUESTIONS

A-101

A-101

FIRST FLOOR PLAN



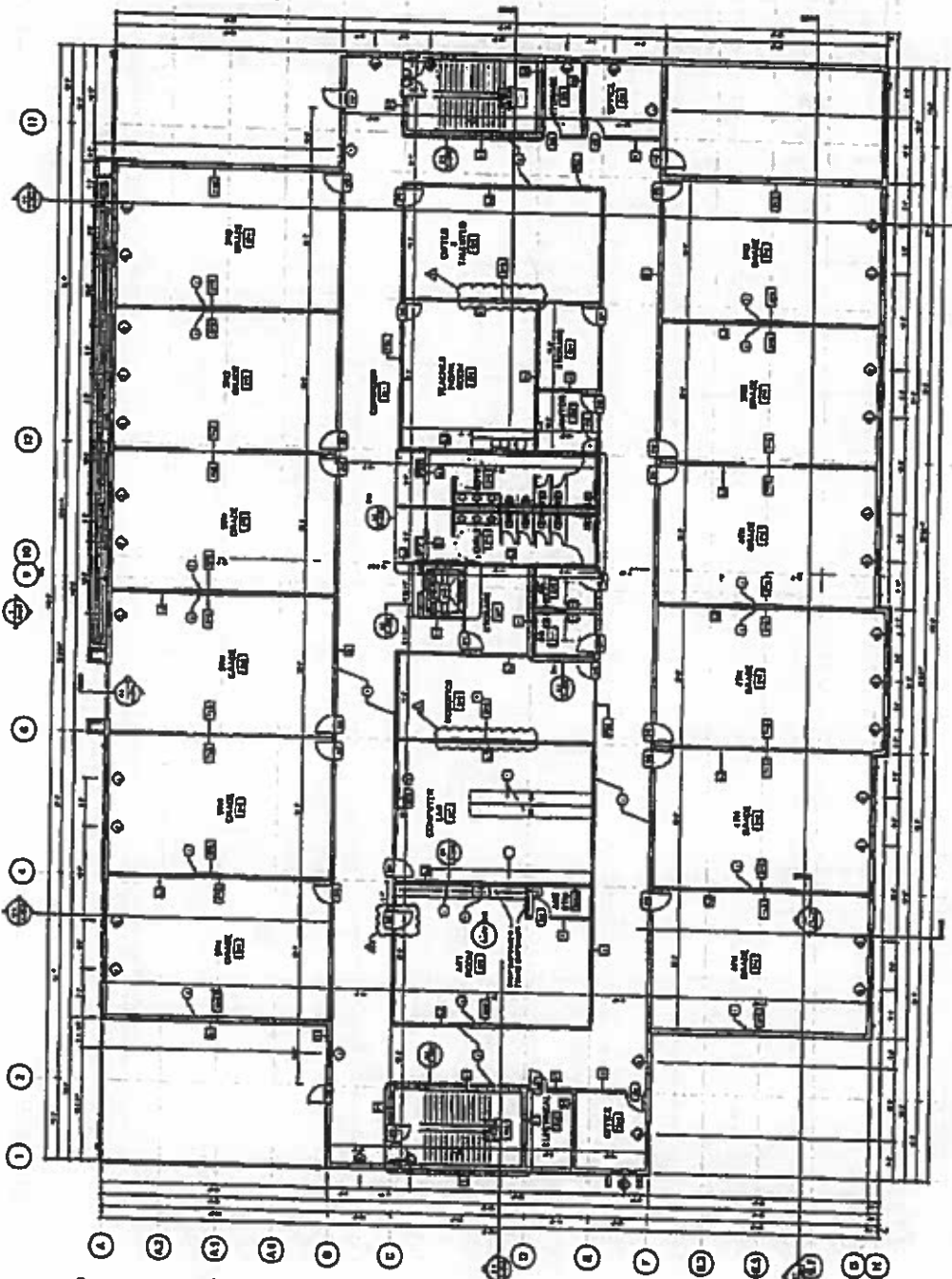
CONSULTANTS

ASE PM-A
 EXPANSION

ARCHITECTURAL DESIGN OF
 INTERIORS

NO.	DATE	DESCRIPTION
1	10/11/11	ISSUED FOR PERMIT
2	10/11/11	ISSUED FOR PERMIT
3	10/11/11	ISSUED FOR PERMIT
4	10/11/11	ISSUED FOR PERMIT
5	10/11/11	ISSUED FOR PERMIT
6	10/11/11	ISSUED FOR PERMIT
7	10/11/11	ISSUED FOR PERMIT
8	10/11/11	ISSUED FOR PERMIT
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98	10/11/11	ISSUED FOR PERMIT
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- GENERAL NOTES**
- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
 - 2. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT.
 - 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 - 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS.
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A1 SECOND FLOOR PLAN



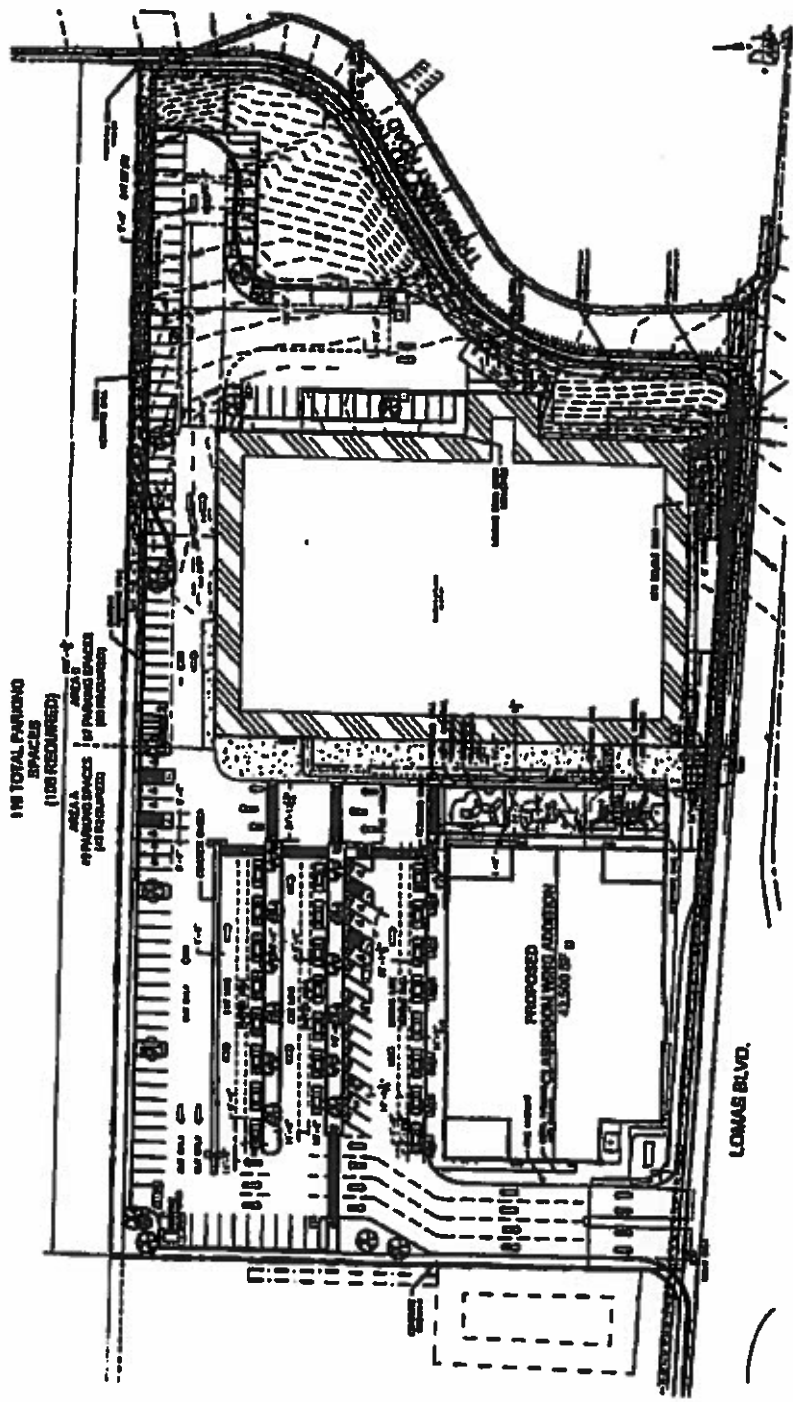
CONTRACT NO.

PROJECT NO.

AS/EP/AS
EXPANSION

OWNER
WATER DISTRICT OF ALBERTA

DATE	10/10/2010
BY	WDA
FOR	WDA
PROJECT NO.	AS/EP/AS
CONTRACT NO.	AS-101
SCALE	AS-101



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EXHIBIT C
BASE RENT PAYMENT SCHEDULE

Date	Monthly Principal	Monthly Interest	Interest Rate	Base Rent	Remaining Principal Balance
06/15/2020					
07/15/2020					
08/15/2020					
09/15/2020					
10/15/2020					
11/15/2020					
12/15/2020					
01/15/2021					
02/15/2021					
03/15/2021					
04/15/2021					
05/15/2021		16,675.05	4.58%	16,675.05	13,423,292.88
06/15/2021		50,220.79	4.58%	50,220.79	13,423,292.88
07/15/2021		50,220.79	4.58%	50,220.79	13,423,292.88
08/15/2021		50,220.79	4.58%	50,220.79	13,423,292.88
09/15/2021		50,220.79	4.58%	50,220.79	13,423,292.88
10/15/2021		50,220.79	4.58%	50,220.79	13,423,292.88
11/15/2021		50,220.79	4.58%	50,220.79	13,423,292.88
12/15/2021		50,220.79	4.58%	50,220.79	13,423,292.88
01/15/2022		50,220.79	4.58%	50,220.79	13,423,292.88
02/15/2022		50,220.79	4.58%	50,220.79	13,423,292.88
03/15/2022		50,220.79	4.58%	50,220.79	13,423,292.88
04/15/2022		50,220.79	4.58%	50,220.79	13,423,292.88
05/15/2022		66,895.79	4.58%	66,895.79	13,423,292.88
06/15/2022	30,932.19	54,860.62	4.58%	85,792.81	13,392,360.69
07/15/2022	31,047.11	54,745.70	4.58%	85,792.81	13,361,313.58
08/15/2022	31,162.47	54,630.34	4.58%	85,792.81	13,330,151.11
09/15/2022	31,278.24	54,514.55	4.58%	85,792.79	13,298,872.87
10/15/2022	31,394.47	54,398.34	4.58%	85,792.81	13,267,478.40
11/15/2022	31,511.13	54,281.68	4.58%	85,792.81	13,235,967.27
12/15/2022	31,628.21	54,164.58	4.58%	85,792.79	13,204,339.06
01/15/2023	31,745.75	54,047.06	4.58%	85,792.81	13,172,593.31
02/15/2023	31,863.73	53,929.08	4.58%	85,792.81	13,140,729.58
03/15/2023	31,982.14	53,810.65	4.58%	85,792.79	13,108,747.44
04/15/2023	32,101.01	53,691.80	4.58%	85,792.81	13,076,646.43
05/15/2023	19,665.17	68,364.21	4.58%	88,029.38	13,056,981.26
06/15/2023	32,299.14	53,493.67	4.58%	85,792.81	13,024,682.12
07/15/2023	32,419.22	53,373.59	4.58%	85,792.81	12,992,262.90
08/15/2023	32,539.74	53,253.05	4.58%	85,792.79	12,959,723.16
09/15/2023	32,660.72	53,132.09	4.58%	85,792.81	12,927,062.44
10/15/2023	32,782.15	53,010.66	4.58%	85,792.81	12,894,280.29
11/15/2023	32,904.04	52,888.77	4.58%	85,792.81	12,861,376.25
12/15/2023	33,026.39	52,766.40	4.58%	85,792.79	12,828,349.86
01/15/2024	33,149.20	52,643.61	4.58%	85,792.81	12,795,200.66
02/15/2024	33,272.47	52,520.34	4.58%	85,792.81	12,761,928.19
03/15/2024	33,396.19	52,396.62	4.58%	85,792.81	12,728,532.00
04/15/2024	33,520.39	52,272.42	4.58%	85,792.81	12,695,011.61
05/15/2024	20,668.88	66,876.32	4.58%	87,545.20	12,674,342.73
06/15/2024	33,727.90	52,064.91	4.58%	85,792.81	12,640,614.83
07/15/2024	33,853.36	51,939.43	4.58%	85,792.79	12,606,761.47

EXHIBIT

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08/15/2024	33,979.31	51,813.50	4.58%	85,792.81	12,572,782.16
09/15/2024	34,105.71	51,687.08	4.58%	85,792.79	12,538,676.45
10/15/2024	34,232.59	51,560.20	4.58%	85,792.79	12,504,443.86
11/15/2024	34,359.95	51,432.84	4.58%	85,792.79	12,470,083.91
12/15/2024	34,487.80	51,305.01	4.58%	85,792.81	12,435,596.11
01/15/2025	34,616.12	51,176.67	4.58%	85,792.79	12,400,979.99
02/15/2025	34,744.92	51,047.87	4.58%	85,792.79	12,366,235.07
03/15/2025	34,874.21	50,918.58	4.58%	85,792.79	12,331,360.86
04/15/2025	35,003.98	50,788.83	4.58%	85,792.81	12,296,356.88
05/15/2025	21,721.95	65,321.71	4.58%	87,043.66	12,274,634.93
06/15/2025	35,231.32	50,571.49	4.58%	85,792.81	12,239,413.61
07/15/2025	35,334.32	50,458.49	4.58%	85,792.81	12,204,079.29
08/15/2025	35,447.68	50,345.11	4.58%	85,792.79	12,168,631.61
09/15/2025	35,561.41	50,231.40	4.58%	85,792.81	12,133,070.20
10/15/2025	35,675.50	50,117.29	4.58%	85,792.79	12,097,394.70
11/15/2025	35,789.96	50,002.83	4.58%	85,792.79	12,061,604.74
12/15/2025	35,904.79	49,888.02	4.58%	85,792.81	12,025,699.95
01/15/2026	36,019.98	49,772.81	4.58%	85,792.79	11,989,679.97
02/15/2026	36,135.55	49,657.26	4.58%	85,792.81	11,953,544.42
03/15/2026	36,251.48	49,541.33	4.58%	85,792.81	11,917,292.94
04/15/2026	36,367.79	49,425.02	4.58%	85,792.81	11,880,925.15
05/15/2026	21,984.47	63,808.34	4.58%	85,792.81	11,858,940.68
06/15/2026	36,555.00	49,237.79	4.58%	85,792.79	11,822,385.68
07/15/2026	36,672.28	49,120.51	4.58%	85,792.79	11,785,713.40
08/15/2026	36,789.94	49,002.87	4.58%	85,792.81	11,748,923.46
09/15/2026	36,907.97	48,884.82	4.58%	85,792.79	11,712,015.49
10/15/2026	37,026.39	48,766.42	4.58%	85,792.81	11,674,989.10
11/15/2026	37,145.18	48,647.63	4.58%	85,792.81	11,637,843.92
12/15/2026	37,264.35	48,528.44	4.58%	85,792.79	11,600,579.57
01/15/2027	37,383.91	48,408.90	4.58%	85,792.81	11,563,195.66
02/15/2027	37,503.85	48,288.96	4.58%	85,792.81	11,525,691.81
03/15/2027	37,624.17	48,168.62	4.58%	85,792.79	11,488,067.64
04/15/2027	37,744.89	48,047.92	4.58%	85,792.81	11,450,322.75
05/15/2027	23,365.98	62,426.81	4.58%	85,792.79	11,426,956.77
06/15/2027	37,940.95	47,851.86	4.58%	85,792.81	11,389,015.82
07/15/2027	38,062.68	47,730.13	4.58%	85,792.81	11,350,953.14
08/15/2027	38,184.79	47,608.00	4.58%	85,792.79	11,312,768.35
09/15/2027	38,307.30	47,485.49	4.58%	85,792.79	11,274,461.05
10/15/2027	38,430.21	47,362.60	4.58%	85,792.81	11,236,030.84
11/15/2027	38,553.50	47,239.29	4.58%	85,792.79	11,197,477.34
12/15/2027	38,677.20	47,115.61	4.58%	85,792.81	11,158,800.14
01/15/2028	38,801.29	46,991.52	4.58%	85,792.81	11,119,998.85
02/15/2028	38,925.77	46,867.02	4.58%	85,792.79	11,081,073.08
03/15/2028	39,050.66	46,742.15	4.58%	85,792.81	11,042,022.42
04/15/2028	39,175.95	46,616.86	4.58%	85,792.81	11,002,846.47
05/15/2028	24,801.64	60,991.17	4.58%	85,792.81	10,978,044.83
06/15/2028	39,381.21	46,411.60	4.58%	85,792.81	10,938,663.62
07/15/2028	39,507.56	46,285.25	4.58%	85,792.81	10,899,156.06
08/15/2028	39,634.31	46,158.50	4.58%	85,792.81	10,859,521.75
09/15/2028	39,761.47	46,031.34	4.58%	85,792.81	10,819,760.28
10/15/2028	39,889.04	45,903.77	4.58%	85,792.81	10,779,871.24
11/15/2028	40,017.02	45,775.79	4.58%	85,792.81	10,739,854.22
12/15/2028	40,145.40	45,647.39	4.58%	85,792.79	10,699,708.82

01/15/2029	40,274.20	45,518.59	4.58%	85,792.79	10,659,434.62
02/15/2029	40,403.42	45,389.39	4.58%	85,792.81	10,619,031.20
03/15/2029	40,533.04	45,259.75	4.58%	85,792.79	10,578,498.16
04/15/2029	40,663.09	45,129.72	4.58%	85,792.81	10,537,835.07
05/15/2029	26,293.55	59,499.26	4.58%	85,792.81	10,511,541.52
06/15/2029	40,877.91	44,914.90	4.58%	85,792.81	10,470,663.61
07/15/2029	41,009.06	44,783.75	4.58%	85,792.81	10,429,654.55
08/15/2029	41,140.63	44,652.18	4.58%	85,792.81	10,388,513.92
09/15/2029	41,272.62	44,520.19	4.58%	85,792.81	10,347,241.30
10/15/2029	41,405.04	44,387.77	4.58%	85,792.81	10,305,836.26
11/15/2029	41,537.88	44,254.93	4.58%	85,792.81	10,264,298.38
12/15/2029	41,671.15	44,121.66	4.58%	85,792.81	10,222,627.23
01/15/2030	41,804.84	43,987.97	4.58%	85,792.81	10,180,822.39
02/15/2030	41,938.96	43,853.83	4.58%	85,792.79	10,138,883.43
03/15/2030	42,073.52	43,719.29	4.58%	85,792.81	10,096,809.91
04/15/2030	42,208.50	43,584.29	4.58%	85,792.79	10,054,601.41
05/15/2030	27,843.92	57,948.87	4.58%	85,792.79	10,026,757.49
06/15/2030	33,219.36	70,804.38	4.58%	104,023.74	9,993,538.13
07/15/2030	33,408.99	70,614.77	4.58%	104,023.76	9,960,129.14
08/15/2030	33,599.70	70,424.06	4.58%	104,023.76	9,926,529.44
09/15/2030	33,791.49	70,232.25	4.58%	104,023.74	9,892,737.95
10/15/2030	33,984.39	70,039.37	4.58%	104,023.76	9,858,753.56
11/15/2030	34,178.38	69,845.36	4.58%	104,023.74	9,824,575.18
12/15/2030	34,373.48	69,650.36	4.58%	104,023.74	9,790,201.70
01/15/2031	34,569.70	69,454.04	4.58%	104,023.74	9,755,632.00
02/15/2031	34,767.03	69,256.71	4.58%	104,023.74	9,720,864.97
03/15/2031	34,965.50	69,058.26	4.58%	104,023.76	9,685,899.47
04/15/2031	35,165.09	68,858.65	4.58%	104,023.74	9,650,734.38
05/15/2031	20,865.82	83,157.92	4.58%	104,023.74	9,629,868.56
06/15/2031	35,484.93	68,538.81	4.58%	104,023.74	9,594,383.63
07/15/2031	35,687.49	68,336.25	4.58%	104,023.74	9,558,696.14
08/15/2031	35,891.21	68,132.53	4.58%	104,023.74	9,522,804.93
09/15/2031	36,096.09	67,927.65	4.58%	104,023.74	9,486,708.84
10/15/2031	36,302.14	67,721.62	4.58%	104,023.76	9,450,406.70
11/15/2031	36,509.36	67,514.38	4.58%	104,023.74	9,413,897.34
12/15/2031	36,717.77	67,305.97	4.58%	104,023.74	9,377,179.57
01/15/2032	36,927.37	67,096.39	4.58%	104,023.76	9,340,252.20
02/15/2032	37,138.16	66,885.58	4.58%	104,023.74	9,303,114.04
03/15/2032	37,350.16	66,673.60	4.58%	104,023.76	9,265,763.88
04/15/2032	37,563.36	66,460.38	4.58%	104,023.74	9,228,200.52
05/15/2032	23,277.79	80,745.95	4.58%	104,023.74	9,204,922.73
06/15/2032	37,910.67	66,113.09	4.58%	104,023.76	9,167,012.06
07/15/2032	38,127.07	65,896.67	4.58%	104,023.74	9,128,884.99
08/15/2032	38,344.72	65,679.04	4.58%	104,023.76	9,090,540.27
09/15/2032	38,563.60	65,460.14	4.58%	104,023.74	9,051,976.67
10/15/2032	38,783.73	65,240.01	4.58%	104,023.74	9,013,192.94
11/15/2032	39,003.12	65,018.62	4.58%	104,023.74	8,974,187.82
12/15/2032	39,227.78	64,795.98	4.58%	104,023.76	8,934,960.04
01/15/2033	39,451.70	64,572.04	4.58%	104,023.74	8,895,508.34
02/15/2033	39,676.91	64,346.85	4.58%	104,023.76	8,855,831.43
03/15/2033	39,903.40	64,120.36	4.58%	104,023.76	8,815,928.03
04/15/2033	40,131.18	63,892.58	4.58%	104,023.76	8,775,796.85
05/15/2033	25,860.26	78,163.48	4.58%	104,023.74	8,749,936.59

06/15/2033	40,507.88	63,515.86	4.58%	104,023.74	8,709,428.71
07/15/2033	40,739.11	63,284.63	4.58%	104,023.74	8,668,689.60
08/15/2033	40,971.66	63,052.08	4.58%	104,023.74	8,627,717.94
09/15/2033	41,205.54	62,818.20	4.58%	104,023.74	8,586,512.40
10/15/2033	41,440.76	62,582.98	4.58%	104,023.74	8,545,071.64
11/15/2033	41,677.32	62,346.44	4.58%	104,023.76	8,503,394.32
12/15/2033	41,915.22	62,108.52	4.58%	104,023.74	8,461,479.10
01/15/2034	42,154.49	61,869.25	4.58%	104,023.74	8,419,324.61
02/15/2034	42,395.12	61,628.62	4.58%	104,023.74	8,376,929.49
03/15/2034	42,637.13	61,386.63	4.58%	104,023.76	8,334,292.36
04/15/2034	42,880.51	61,143.23	4.58%	104,023.74	8,291,411.85
05/15/2034	28,625.29	75,398.45	4.58%	104,023.74	8,262,786.56
06/15/2034	43,288.69	60,735.05	4.58%	104,023.74	8,219,497.87
07/15/2034	43,535.80	60,487.94	4.58%	104,023.74	8,175,962.07
08/15/2034	43,784.32	60,239.44	4.58%	104,023.76	8,132,177.75
09/15/2034	44,034.25	59,989.49	4.58%	104,023.74	8,088,143.50
10/15/2034	44,285.61	59,738.13	4.58%	104,023.74	8,043,857.89
11/15/2034	44,538.41	59,485.33	4.58%	104,023.74	7,999,319.48
12/15/2034	44,792.65	59,231.09	4.58%	104,023.74	7,954,526.83
01/15/2035	45,048.34	58,975.40	4.58%	104,023.74	7,909,478.49
02/15/2035	45,305.49	58,718.25	4.58%	104,023.74	7,864,173.00
03/15/2035	45,564.11	58,459.63	4.58%	104,023.74	7,818,608.89
04/15/2035	45,824.21	58,199.55	4.58%	104,023.76	7,772,784.68
05/15/2035	31,585.79	72,437.97	4.58%	104,023.76	7,741,198.89
06/15/2035	46,266.09	57,757.65	4.58%	104,023.74	7,694,932.80
07/15/2035	46,530.19	57,493.55	4.58%	104,023.74	7,648,402.61
08/15/2035	46,795.80	57,227.94	4.58%	104,023.74	7,601,606.81
09/15/2035	47,062.93	56,960.83	4.58%	104,023.76	7,554,543.88
10/15/2035	47,331.58	56,692.16	4.58%	104,023.74	7,507,212.30
11/15/2035	47,601.76	56,421.98	4.58%	104,023.74	7,459,610.54
12/15/2035	47,873.49	56,150.25	4.58%	104,023.74	7,411,737.05
01/15/2036	48,146.77	55,876.99	4.58%	104,023.76	7,363,590.28
02/15/2036	48,421.61	55,602.15	4.58%	104,023.76	7,315,168.67
03/15/2036	48,698.01	55,325.73	4.58%	104,023.74	7,266,470.66
04/15/2036	48,976.00	55,047.76	4.58%	104,023.76	7,217,494.66
05/15/2036	34,755.57	69,268.19	4.58%	104,023.76	7,182,739.09
06/15/2036	49,453.96	54,569.78	4.58%	104,023.74	7,133,285.13
07/15/2036	49,736.26	54,287.48	4.58%	104,023.74	7,083,548.87
08/15/2036	50,020.18	54,003.58	4.58%	104,023.76	7,033,528.69
09/15/2036	50,305.71	53,718.05	4.58%	104,023.76	6,983,222.98
10/15/2036	50,592.87	53,430.87	4.58%	104,023.74	6,932,630.11
11/15/2036	50,881.67	53,142.07	4.58%	104,023.74	6,881,748.44
12/15/2036	51,172.12	52,851.62	4.58%	104,023.74	6,830,576.32
01/15/2037	51,464.23	52,559.53	4.58%	104,023.76	6,779,112.09
02/15/2037	51,758.00	52,265.74	4.58%	104,023.74	6,727,354.09
03/15/2037	52,053.45	51,970.29	4.58%	104,023.74	6,675,300.64
04/15/2037	52,350.59	51,673.15	4.58%	104,023.76	6,622,950.05
05/15/2037	38,149.43	65,874.33	4.58%	104,023.76	6,584,800.62
06/15/2037	52,867.30	51,156.56	4.58%	104,023.76	6,531,933.42
07/15/2037	53,168.98	50,854.76	4.58%	104,023.74	6,478,764.44
08/15/2037	53,472.49	50,551.27	4.58%	104,023.76	6,425,291.95
09/15/2037	53,777.73	50,246.03	4.58%	104,023.76	6,371,514.22
10/15/2037	54,084.71	49,939.05	4.58%	104,023.76	6,317,429.51

11/15/2037	54,393.44	49,630.30	4.58%	104,023.74	6,263,036.07
12/15/2037	54,703.94	49,319.82	4.58%	104,023.76	6,208,332.13
01/15/2038	55,016.20	49,007.54	4.58%	104,023.74	6,153,315.93
02/15/2038	55,330.36	48,693.50	4.58%	104,023.76	6,097,985.67
03/15/2038	55,646.10	48,377.64	4.58%	104,023.74	6,042,339.57
04/15/2038	55,963.74	48,060.00	4.58%	104,023.74	5,986,375.83
05/15/2038	41,783.20	62,240.54	4.58%	104,023.74	5,944,592.63
06/15/2038	56,521.72	47,502.04	4.58%	104,023.76	5,888,070.91
07/15/2038	56,844.36	47,179.38	4.58%	104,023.74	5,831,226.55
08/15/2038	57,168.85	46,854.89	4.58%	104,023.74	5,774,057.70
09/15/2038	57,495.19	46,528.57	4.58%	104,023.76	5,716,562.51
10/15/2038	57,823.39	46,200.35	4.58%	104,023.74	5,658,739.12
11/15/2038	58,153.46	45,870.28	4.58%	104,023.74	5,600,585.66
12/15/2038	58,485.42	45,538.32	4.58%	104,023.74	5,542,100.24
01/15/2039	58,819.28	45,204.48	4.58%	104,023.76	5,483,280.96
02/15/2039	59,155.04	44,868.72	4.58%	104,023.76	5,424,125.92
03/15/2039	59,492.71	44,531.03	4.58%	104,023.74	5,364,633.21
04/15/2039	59,832.32	44,191.42	4.58%	104,023.74	5,304,800.89
05/15/2039	45,673.86	58,349.88	4.58%	104,023.74	5,259,127.03
06/15/2039	60,434.58	43,589.16	4.58%	104,023.74	5,198,692.45
07/15/2039	60,779.56	43,244.18	4.58%	104,023.74	5,137,912.89
08/15/2039	61,126.51	42,897.23	4.58%	104,023.74	5,076,786.38
09/15/2039	61,475.44	42,548.30	4.58%	104,023.74	5,015,310.94
10/15/2039	61,826.37	42,197.39	4.58%	104,023.76	4,953,484.57
11/15/2039	62,179.29	41,844.45	4.58%	104,023.74	4,891,305.28
12/15/2039	62,534.23	41,489.51	4.58%	104,023.74	4,828,771.05
01/15/2040	62,891.20	41,132.54	4.58%	104,023.74	4,765,879.85
02/15/2040	63,250.20	40,773.54	4.58%	104,023.74	4,702,629.65
03/15/2040	63,611.26	40,412.50	4.58%	104,023.76	4,639,018.39
04/15/2040	63,974.37	40,049.37	4.58%	104,023.74	4,575,044.02
05/15/2040	49,839.56	54,184.20	4.58%	104,023.76	4,525,204.46
06/15/2040	64,624.06	39,399.70	4.58%	104,023.76	4,460,580.40
07/15/2040	64,992.95	39,030.79	4.58%	104,023.74	4,395,587.45
08/15/2040	65,363.96	38,659.80	4.58%	104,023.76	4,330,223.49
09/15/2040	65,737.07	38,286.67	4.58%	104,023.74	4,264,486.42
10/15/2040	66,112.32	37,911.42	4.58%	104,023.74	4,198,374.10
11/15/2040	66,489.71	37,534.03	4.58%	104,023.74	4,131,884.39
12/15/2040	66,869.26	37,154.48	4.58%	104,023.74	4,065,015.13
01/15/2041	67,250.97	36,772.77	4.58%	104,023.74	3,997,764.16
02/15/2041	67,634.86	36,388.88	4.58%	104,023.74	3,930,129.30
03/15/2041	68,020.95	36,002.81	4.58%	104,023.76	3,862,108.35
04/15/2041	68,409.23	35,614.51	4.58%	104,023.74	3,793,699.12
05/15/2041	54,289.73	49,724.01	4.58%	104,023.74	3,739,399.39
06/15/2041	69,109.70	34,914.06	4.58%	104,023.76	3,670,289.69
07/15/2041	69,504.20	34,519.56	4.58%	104,023.76	3,600,785.49
08/15/2041	69,900.95	34,122.79	4.58%	104,023.74	3,530,884.54
09/15/2041	70,299.97	33,723.79	4.58%	104,023.76	3,460,584.57
10/15/2041	70,701.26	33,322.48	4.58%	104,023.74	3,389,883.31
11/15/2041	71,104.85	32,918.89	4.58%	104,023.74	3,318,778.46
12/15/2041	71,510.74	32,513.00	4.58%	104,023.74	3,247,267.72
01/15/2042	71,918.95	32,104.81	4.58%	104,023.76	3,175,348.77
02/15/2042	72,329.48	31,694.26	4.58%	104,023.74	3,103,019.29
03/15/2042	72,742.36	31,281.38	4.58%	104,023.74	3,030,276.93

04/15/2043	73,157.60	30,866.14	4.58%		
05/15/2042	59,075.21	44,948.53	4.58%	104,023.74	2,957,119.33
06/15/2042	73,912.43	30,111.31	4.58%	104,023.74	2,898,044.12
07/15/2042	74,334.35	29,689.41	4.58%	104,023.74	2,824,131.69
08/15/2042	74,758.67	29,263.07	4.58%	104,023.76	2,749,797.34
09/15/2042	75,185.42	28,838.31	4.58%	104,023.74	2,675,038.67
10/15/2042	75,614.60	28,409.14	4.58%	104,023.74	2,599,853.25
11/15/2042	76,046.24	27,977.52	4.58%	104,023.74	2,524,238.65
12/15/2042	76,480.34	27,543.42	4.58%	104,023.76	2,448,192.41
01/15/2043	76,916.91	27,106.83	4.58%	104,023.76	2,371,712.07
02/15/2043	77,355.98	26,667.78	4.58%	104,023.74	2,294,795.16
03/15/2043	77,797.55	26,226.19	4.58%	104,023.76	2,217,439.18
04/15/2043	78,241.65	25,782.11	4.58%	104,023.74	2,139,641.63
05/15/2043	64,188.28	39,835.48	4.58%	104,023.76	2,061,399.98
06/15/2043	79,054.68	24,969.06	4.58%	104,023.76	1,997,211.70
07/15/2043	79,505.95	24,517.79	4.58%	104,023.74	1,918,157.02
08/15/2043	79,959.80	24,063.94	4.58%	104,023.74	1,838,651.07
09/15/2043	80,416.24	23,607.52	4.58%	104,023.74	1,758,691.27
10/15/2043	80,875.28	23,148.46	4.58%	104,023.76	1,678,275.03
11/15/2043	81,336.94	22,686.80	4.58%	104,023.74	1,597,399.75
12/15/2043	81,801.24	22,222.50	4.58%	104,023.74	1,516,062.81
01/15/2044	82,268.19	21,755.55	4.58%	104,023.74	1,434,261.57
02/15/2044	82,737.80	21,285.94	4.58%	104,023.74	1,351,993.38
03/15/2044	83,210.10	20,813.64	4.58%	104,023.74	1,269,255.58
04/15/2044	83,685.09	20,338.65	4.58%	104,023.74	1,186,045.48
05/15/2044	69,662.79	34,360.95	4.58%	104,023.74	1,102,360.39
06/15/2044	84,560.45	19,463.29	4.58%	104,023.74	1,032,697.60
07/15/2044	85,043.15	18,980.59	4.58%	104,023.74	948,137.15
08/15/2044	85,528.61	18,495.15	4.58%	104,023.74	863,094.00
09/15/2044	86,016.83	18,006.91	4.58%	104,023.76	777,565.39
10/15/2044	86,507.84	17,515.90	4.58%	104,023.74	691,548.56
11/15/2044	87,001.66	17,022.08	4.58%	104,023.74	605,040.72
12/15/2044	87,498.29	16,525.45	4.58%	104,023.74	518,039.06
01/15/2045	87,997.76	16,025.98	4.58%	104,023.74	430,540.77
02/15/2045	88,500.08	15,523.66	4.58%	104,023.74	342,543.01
03/15/2045	89,005.27	15,018.47	4.58%	104,023.74	254,042.93
04/15/2045	89,513.34	14,510.40	4.58%	104,023.74	165,037.66
05/15/2045	75,534.32	28,499.44	4.58%	104,023.76	75,524.32
13,423,292.88		14,178,330.10		27,601,622.98	

EXHIBIT D

PLANNED FUNDING SOURCES AND BUDGET TO MAKE BASE RENT

**Albuquerque School of Excellence
Lease Purchase Agreement Funding Analysis
Sources and Uses
August 20, 2020**



Description		FY20	FY21	FY22	FY23	FY24	FY25
Student Count: (note 1)		663	926	1067	1130	1168	1194
Revenue Available / Sources							
Fund 11000 Operational (note 2)		\$ 4,603,590	\$ 7,107,875	\$ 7,746,349	\$ 7,796,505	\$ 8,076,763	\$ 8,169,144
Fund 31200 PSCOC Lease Assistance (note a)		\$ 464,814	\$ 488,134	\$ 681,768	\$ 800,304	\$ 831,963	\$ 859,940
Fund 31600 HB33 (note a)		\$ 457,199	\$ 457,199	\$ 638,561	\$ 749,586	\$ 779,238	\$ 805,443
Fund 31701 SB9 Local (note a)		\$ 225,948	\$ 225,948	\$ 315,577	\$ 370,446	\$ 385,100	\$ 398,050
		\$ 5,751,551	\$ 8,279,156	\$ 9,382,255	\$ 9,716,840	\$ 10,073,063	\$ 10,232,577
Expenditures / Uses							
Current Building Annual Payment		\$ 660,808	\$ 670,169	\$ 684,981	\$ 684,699	\$ 685,073	\$ 683,970
New Building Annual Payment		\$ -	\$ 66,830	\$ 654,062	\$ 1,028,184	\$ 1,028,184	\$ 1,028,184
Combined lease purchase payment		\$ 660,808	\$ 736,999	\$ 1,339,043	\$ 1,712,883	\$ 1,713,257	\$ 1,712,154
Payments							
Paid from Lease Assistance Fund 31200		\$ 464,814	\$ 488,134	\$ 681,768	\$ 800,304	\$ 831,963	\$ 859,940
Paid from 31600 HB33		\$ -	\$ 22,917	\$ 341,698	\$ 542,133	\$ 496,195	\$ 454,164
Paid from 31701 SB9 Local		\$ 195,994	\$ 225,948	\$ 315,577	\$ 370,446	\$ 385,100	\$ 398,050
		\$ 660,808	\$ 736,999	\$ 1,339,043	\$ 1,712,883	\$ 1,713,258	\$ 1,712,154
Excess Fund Balances for other expenditure or carry over (note 3)							
Fund 31600 HB33		\$ 457,199	\$ 434,282	\$ 296,863	\$ 207,453	\$ 283,043	\$ 351,279
Fund 31701 SB9 Local		\$ 29,954	\$ -	\$ -	\$ -	\$ -	\$ 0
Ending Cash Balances 6-30-2020 (note 4)							
HB33		\$ 920,175					
SB9		\$ 51,423					
Debt service ratio using only capital funds		1.74	1.59	1.22	1.12	1.17	1.21

Plan above would have Albuquerque School of Excellence using only capital funds to pay lease purchase amounts. Lease Payments are fixed until facility paid off resulting in no future increases in lease but expected increases in revenues. PED approved LPA makes lease more affordable for the school as it allows SB9 and HB33 funds to be used for lease payments. Lease payments will not go away with a non-approval of the LPA but will result in all future payments on the new facility to be paid from lease assistance and operational funds.

note 1 - student count is based on funding on 40 day. For FY21 the number is based on current 9108-5 projected.

It should be noted that initial enrollment numbers are in excess of 1,000 for FY21.

note 2 - Operational numbers based on actual for FY20, projected for FY21 and estimated for FY22-25.

With increasing enrollment and APS property tax elections there are no plans to use Operational funds for lease payments.

note 3 - The school will continue to have additional capital funds to provide equipment, etc for the school.

note 4 - Ending cash balances for HB33 and SB9 are actual amounts for FY20. These amounts plus amounts in carryover estimates over the next years will determine cash carryovers in the future.

note a - Revenues are determined as follows:

Fund 31200 - maintains per pupil allocation

Fund 31600 - maintains proportionate amount per student (does not estimate in appreciation in taxable property base in APS)

Fund 31701 - maintains proportionate amount per student (does not estimate in appreciation in taxable property base in APS)

EXHIBIT E

**COPY OF NEW MEXICO PUBLIC EDUCATION DEPARTMENT'S AND PUBLIC
SCHOOL FACILITIES AUTHORITY'S APPROVAL OF THIS AGREEMENT**

[See 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**

**RYAN STEWART, Ed.L.D.
SECRETARY DESIGNATE OF EDUCATION**

**MICHELLE LUJAN GRIHAM
GOVERNOR**

March 23, 2021

Mustafa Ayik, Head Administrator
13201 Lomas Blvd, NE
Albuquerque NM, 87112

Re: Lease Purchase Arrangement Approval between Albuquerque School of Excellence and Harmony Education Foundation.

Dear Mr. Ayik,

The Public Education Department has reviewed the terms of your proposed lease purchase arrangement with the Harmony Education Foundation, a Texas non-profit corporation according to the Public School Lease Purchase Act [Section 22-26A-1 NMSA 1978, *et seq.*]. Based upon our review, the proposed arrangement fulfills requirements of law and the Constitution of New Mexico; specifically, our review has found the proposed agreement:

1. Offers an option to purchase the property for a price reduced according to the lease payments made to the Harmony Education Foundation;
2. Confers no legal obligation to continue the lease from year to year to purchase the real property;
3. Provides the lease shall be terminated if there is insufficient money to meet current lease payments; and
4. Meets other applicable requirements of law.

We wish you the best of luck with the success of your school and thank you for your commitment to your students.

Sincerely,

A handwritten signature in black ink that reads "Ryan Stewart".

70F0A9808497480
**Ryan Stewart, Ed.L.D.
Secretary of Education**

RS/k/ao

cc: Adan Delgado, Deputy Secretary, Finance & Operations
Antonio Ortiz, Director, Student Services & Transportation Division
Kevin Force, Attorney, Office of the General Counsel
Patricia Matthews, Attorney, MATTHEWS FOX, P.C.
Jonathan Chamblin, Director, PSFA

**State of New Mexico
Public School Facilities Authority**

Jonathan Chamblin, Director



Marica Casias, Deputy Director

1312 Baschart Road, SE, Suite 200
Albuquerque, NM 87106
(505) 843-6272 (Phone); (505) 843-9681 (Fax)
Website: www.nmpsfa.org

October 12, 2020
Mustafa Ayik, Principal and Head Administrator
Albuquerque School of Excellence
13201 Lomas Blvd. NE
Albuquerque, NM 87112

**RE: wNMCI and Educational Occupancy for Albuquerque School of Excellence
VIA E-MAIL**

Mr. Ayik,

Per your request, the Public School Facilities Authority (PSFA) is providing this letter regarding the newly constructed building at the Albuquerque School of Excellence, located at 13201 Lomas Blvd. NE. PSFA understands that the charter school plans to obtain a lease purchase agreement for this facility.

The PSFA conducted an assessment of the new facility on October 5th, 2020, in order to update the weighted New Mexico Condition Index (wNMCI) score for the charter school, pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978. The wNMCI represents the facility condition related to systems and adequate space for your students. The PSFA is pleased to inform you that the wNMCI score for the Albuquerque School of Excellence facility is 12.10%. This score includes both the previously existing Main Building and the newly constructed building. This score satisfies the requirements to meet or exceed the statewide average wNMCI, which is currently 21.15%. (Lower is better, with zero being perfect.)

Both the new building and the previously existing building meet statewide adequacy standards issued by the PSCOC and set forth within 6.27.30 NMAC.

In addition, the PSFA is in receipt of the Educational Occupancy Certificate for the new building, dated September 14, 2020, as issued the City of Albuquerque.

This letter confirms that the Albuquerque School of Excellence facility fulfils the requirements to meet or exceed the statewide average wNMCI and to meet statewide adequacy standards, as required for a Lease Purchase Agreement.

Respectfully,

A handwritten signature in cursive script that reads "Alyce Ramos".

Alyce Ramos, Research Analyst
Public School Facilities Authority

Cc: Marica Casias, Deputy Director

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

LEASE PURCHASE ARRANGEMENT

dated as of September 17, 2017,

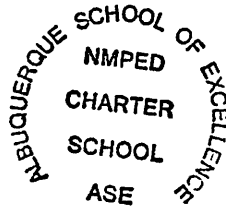
by and between

CHARTER SCHOOL SOLUTIONS,

A Texas non-profit corporation, as Lessor,

and

ALBUQUERQUE SCHOOL OF EXCELLENCE,
A New Mexico state-chartered charter school, as Lessee.



THIS LEASE PURCHASE ARRANGEMENT, dated as of September 17, 2017 ("Agreement"), is made and executed by and between Charter School Solutions, a Texas non-profit corporation ("Lessor"), and Albuquerque School of Excellence, a New Mexico state-chartered charter school ("Lessee").

Recitals

A. Lessee is a New Mexico state-chartered charter school as defined in Section 22-8B-2(A) NMSA 1978, authorized to enter into a "lease purchase arrangement" or "financing agreement" as defined in Section 22-26A-3(A) NMSA 1978, part of the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978 ("Public School Lease Purchase Act").

B. Lessee's governing body has determined that it is necessary, desirable, and in Lessee's best interest, subject to separate statutory approval by the Public Education Department and the Public School Facilities Authority, to acquire from Lessor through a lease purchase arrangement the Land and Improvements (collectively the "School Site") located at 13201 Lomas Boulevard NE, Albuquerque, Bernalillo County, New Mexico, and more specifically identified in Exhibit "A" hereto.

C. Lessor is a non-profit corporation duly organized and existing under the Texas Non-Profit Corporation Act, whose corporate purpose is to support charter schools and educational organizations located in several states including New Mexico, in order to, among other things: promote education by developing models, educational services, and products for the purposes of the Health Promoting School model; and facilitate charter school campus development projects, including designing, financing, and leasing those projects.

D. This Agreement, once fully executed by the parties, replaces and supersedes the Lease Agreement between Lessor and Lessee, dated June 1, 2016.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration exchanged, Lessor and Lessee agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless otherwise specified in this Agreement, the capitalized terms used herein shall have the meanings specified below.

“Agreement,” for all purposes herein and as to all appertaining exhibits and documents, shall have the same legal meaning and effect as either the term “lease purchase arrangement” or “financing agreement,” as these latter two terms are defined in Section 22-26A-3(A) NMSA 1978, whether capitalized herein or not.

“Lease Payments” means, collectively, any payments due from Lessee to Lessor under this Agreement and in accordance with Article V hereof, payable from funds specifically appropriated year to year by Lessee for such purpose from any legally available funds.

“Commencement Date” means the date of execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public School Facilities Authority, after which date the payment obligations hereunder will continue for a period not exceeding thirty (30) years after the date of execution, as prescribed by Section 22-26A-5(C) NMSA 1978.

“Improvements” means any beneficial additions or changes to the leased property described in Exhibit “A” to this Agreement, whether permanent or not, made by or for the benefit of Lessee.

“Land” means the two parcels of land, “Parcel 1” and “Parcel 2,” as these are identified in Exhibit “A” to this Agreement.

“Lessee’s Representative” means the chair of Lessee’s governing body or any other person duly authorized by Lessee to act on its behalf under or with respect to this Agreement.

“Lessor’s Representative” means Lessor’s chief executive officer or any other person duly authorized by Lessor to act on its behalf under or with respect to this Agreement.

“Net Proceeds” means any insurance proceeds or condemnation award paid on the School Site, remaining after payment of all costs and expenses incurred in the collection of those amounts.

“Option to Purchase” means the right of Lessee to purchase the School Site in accordance with the terms of Article VI of this Agreement and the provisions of the Public School Lease Purchase Act.

“School Site” means the two parcels of land identified in Exhibit “A” and any Improvements made thereto.

"Term" means the time period during which this Agreement is in effect, as provided in Section 4.1 hereof, and any term of renewal agreed to by the parties.

"Statewide Adequacy Standards" mean the standards set forth in Title 6, Chapter 27, Part 30 NMAC (08/31/2005), and any subsequent versions thereof, subject to any variances granted to Lessee by the Public School Capital Outlay Council pursuant to Section 22-8B-4.2(F)(2) NMSA 1978.

Section 1.2 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A - Legal Description

Exhibit B - Site Plans and Floor Plan/Improvements

Exhibit C - Lease Payment Schedule

Exhibit D - Planned Funding Sources and Budget to make Lease Payments

Exhibit E - Copies of the New Mexico Public Education Department's and Public School Facilities Authority's individual approvals of this Agreement.

ARTICLE II REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1. Representations, Covenants, and Warranties of Lessee. Lessee represents, covenants, and warrants as follows:

(a) Lessee is a duly authorized and existing state-chartered charter school under the provisions of the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

(b) Lessee has full power and authority to lease, operate, maintain, and acquire under an option to purchase the School Site, to execute and deliver this Agreement, and perform the related transactions in accordance with the provisions of the Public School Lease Purchase Act and other applicable New Mexico statutes, and to carry out its obligations under this Agreement, subject to the limitations and conditions stated herein and the availability of sufficient appropriations and revenues therefor.

(c) Lessee's representatives executing this Agreement have been duly authorized to execute and deliver it in accordance with the terms and provisions of the resolution duly passed and adopted by Lessee's governing body.

(d) Lessee's governing body has complied fully with all the provisions in Section 22-26A-6 NMSA 1978 and those in the Open Meetings Act, Chapter 10, Article 15 NMSA

1978 applicable to its actions with regard to this Agreement and the acquisition of the School Site through a lease purchase arrangement.

(e) Lessee has immediate need for, and expects to make immediate use of, the School Site being leased with an option to purchase under this Agreement, which need, at the time of approval hereof, is not temporary or expected to diminish in the foreseeable future.

(f) To Lessee's knowledge, there are no pending or threatened legal actions, suits, proceedings, or inquiries disputing Lessee's authority to execute, deliver, perform on, or expend public funds pursuant to, this Agreement.

(g) Lessee shall not transfer, lease, assign, mortgage, or encumber all or any portion of its interest under this Agreement, or the School Site itself, except in accordance with the terms and conditions hereunder and as provided by law, including Section 22-26A-5(K) NMSA 1978 with respect to assignment of the lease purchase arrangement to any third party.

(h) Lessee shall use and occupy the School Site for the primary purpose of a state-chartered charter school and the activities directly related thereto, or for such other public school purposes as may be lawfully authorized or permitted by Lessor under New Mexico law.

(i) Lessee shall conform to and comply with all applicable municipal, state, and federal laws, ordinances, rules and regulations in its use of the School Site, and Lessee will not use or suffer to be used the School Site in any manner contrary to any applicable municipal, state, or federal laws, ordinances, rules or regulations, so as to create or cause to exist any nuisance or hazardous condition.

(j) Lessee shall use its best efforts to purchase the School Site from Lessor with funds obtained from lease payment grant assistance from the Public School Capital Outlay Council in accordance with Section 22-24-4(I) NMSA 1978, or from other lawfully available funding sources at the earliest possible time, but in no event shall this Agreement have a final payment date exceeding thirty (30) years after the date of its execution by the parties.

Section 2.2. Representations, Covenants, and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(a) Lessor is a non-profit corporation duly organized, existing, and in good standing under the laws of the State of Texas and has full power and authority to enter into this Agreement and to carry out all its obligations hereunder; and Lessor has full power to own, hold, finance, and furnish the School Site in accordance herewith, and to lease and sell the same to Lessee.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions, or provisions

of any restriction or agreement or instrument to which Lessor is now a party or by which Lessor is bound.

(c) Lessor warrants that it is in good standing pursuant to the terms of any mortgage or other financial obligation under which either the Land or School Site, or both, has been given as security for the payment of the underlying debt or financial obligation.

(d) To the best of Lessor's knowledge, Lessor has not received any notice that the School Site or its present use and condition violates any applicable deed restrictions or other covenants, restrictions or agreements, mortgages, or conditions of title or ownership, site plan approval, zoning or subdivision regulations, urban development plans, the laws statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to the School Site.

(e) To the best of Lessor's knowledge, there are no underground storage tanks at the School Site and, to the best of Lessor's knowledge, Lessor has not used the School Site to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to the Resource Conservation and Recovery Act (42 U.S.C.A. §§6901 *et seq.*) as amended, the comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. §§9601 *et seq.*) as amended, or any other related Legal Requirement, and to the best of Lessor's knowledge, Lessor has not caused, and has no knowledge of, the leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any hazardous substances on or off the School Site on adjacent properties.

ARTICLE III AGREEMENT TO LEASE

Section 3.1. Lease. Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor with an option to purchase, upon the terms and conditions set forth in this Agreement, provided that the terms and conditions herein are not in contravention of any applicable laws. This Agreement, once fully executed, shall supersede any prior written agreement between the parties for the lease of the School Site.

Section 3.2. Possession and Enjoyment. During the Term of this Agreement, Lessor shall provide Lessee with quiet use and enjoyment of the School Site and during such term Lessee shall peaceably and quietly have and hold and enjoy the School Site, without suit, trouble, or hindrance from Lessor, except as expressly set forth herein. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so. Notwithstanding the foregoing, Lessor shall have the right to inspect the School Site as provided in Section 3.3 hereof.

Section 3.3. Lessor's Access to School Site. Lessee agrees that following the Commencement Date of this Agreement, Lessor during the Term shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that it is being properly maintained, preserved, and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by Lessee to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations, or additions to the School Site.

ARTICLE IV TERM OF AGREEMENT

Section 4.1. Term. The Term shall commence upon the execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public School Facilities Authority, and continue for no more than thirty (30) years from the date of its execution by the parties ("Term").

Section 4.2. Termination of Agreement. This Agreement shall terminate upon the occurrence of one of the following events:

- (a) the purchase of the School Site by Lessee pursuant to Article VI hereof; or
- (b) a default by Lessee and Lessor's ensuing election to terminate this Agreement pursuant to Article XI hereof; or
- (c) a default by Lessor and Lessee's ensuing election to terminate this Agreement pursuant to Article XI hereof; or
- (d) if sufficient money is not available to meet the current lease payments; or
- (e) Lessee's charter is revoked or not renewed by the Public Education Commission and any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority is not set aside or reversed by the district court pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

There is no legal obligation for Lessee to continue the lease under this Agreement from year to year or to purchase the real property identified in Exhibit "A" hereto, and Lessee's obligation to make Lease Payments and meet any other payment obligations under this Agreement are subject to the appropriation and sufficiency of available funds by Lessee from year to year. Without committing or obligating Lessee beyond any current fiscal year, however, Lessee states that it presently intends to continue this Agreement for the Term and to pay all Rent Payments or other payments required hereunder.

Section 4.3. Effect of Termination of Agreement. Upon termination of this Agreement:

(a) All unaccrued obligations of Lessee hereunder shall terminate, but all obligations of Lessee that have accrued hereunder prior to such termination shall continue until they are discharged in full, subject to Section 22-2-2(C) NMSA 1978 under which the Public Education Department's School Budget and Finance Analysis Bureau has both the authority and responsibility to immediately take over the control and management of Lessee's assets and finances, as well as the powers and duties of Lessee's governing body designated as a board of finance under Section 22-8B-6(L)(4) NMSA 1978; and

(b) If the termination occurs because of the occurrence of a non-appropriation or an Event of Default as defined herein, (i) Lessee's right to possession of the School Site shall terminate; and (ii) Lessee shall, within sixty (60) days, vacate the School Site. If termination occurs because of non-renewal or revocation of Lessee's charter, Lease Payments shall be paid through the last day of occupancy, subject to (i) Section 22-2-2(C) NMSA 1978 as set forth hereinabove; and to (ii) Section 22-8B-12.1(C) NMSA 1978 which provides that when a charter school is closed, its assets shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school and then to the State of New Mexico's treasury to the credit of the current school fund.

(c) Lien on Improvements by Lessee. If State of New Mexico or Lessee's charter school funds, above those required for lease payments hereunder, are used to construct or acquire Improvements, the cost of those improvements shall constitute a lien on the School Site in favor of Lessee and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title, at the option of the Lessee: (1) Lessee may foreclose the real estate lien; or (2) the current market value of the School Site at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Agreement, shall be paid to Lessee, all in accordance with Section 22-26A-5(H) NMSA 1978. The priority of such statutory lien shall be determined according to New Mexico law, should a legal dispute arise as to the order of satisfaction.

Section 4.4 Continuation. The parties stipulate and agree that there is no legal obligation for Lessee to continue the lease under this Agreement from year to year or to purchase the School Site, in accordance with Section 22-26A-5(I) NMSA 1978.

**ARTICLE V
AGREEMENT LEASE PAYMENTS**

Section 5.1. Lease Payments.

(a) Obligation to Pay. Lessee agrees to pay Lessor, its successors and assigns, for the right to use, improve, and acquire by purchase the School Site, and Lessor agrees to accept as full lease payments for the School Site individual sums equal to the monthly lease amounts set forth in Exhibit "C" to this Agreement, the first one being due and payable on the fifteenth

(15th) day of the first month following the Commencement Date hereof and each succeeding month thereafter during the Term of this Agreement. Any partial month will be calculated on a *pro rata* basis. Lessor and Lessee acknowledge and agree that the interest rate for the purchase price, as set forth in Exhibit "C," is subject to change from time to time based on changes in the interest rate on the corresponding or appertaining loan(s) made to Lessor, provided that (i) any change in the specified principal and interest component of any payment to be made hereunder shall constitute an amendment to this Agreement and shall be approved by the Public Education Department; and (ii) the net effective interest rate thereon shall not exceed the maximum permitted by the Public Securities Act.

(b) Upon a change in Lessor's interest rate due, whether increased or reduced, Lessor shall provide to Lessee a revised Exhibit "C," and Lessee shall make lease payments hereunder in accordance with that revised exhibit. Notwithstanding anything to the contrary herein, the parties agree that (i) the Lease Payments shall not be more than the separate amounts shown in Exhibit "C" hereto; and (ii) the rate of interest applicable to the Lease Payments, including any Additional [Lease] Payments and the interest component of any Lease Payment set forth in Exhibit "C" hereto, shall not be interpreted to exceed that maximum allowed pursuant to the Public Securities Act; in which event, the rate of interest automatically shall be reduced to the maximum rate permitted by law.

(c) A portion of each Lease Payment is paid as, and represents payment of, interest as shown on Exhibit "C" hereto, which sets forth the principal and interest component of each payment made. Upon receipt of each Lease Payment, Lessor shall apply the amount of such payment to principal and interest as shown on Exhibit "C," thereby reducing the purchase price due at each subsequent Option Date.

(d) In any School fiscal year (July 1 to June 30) that this Agreement is in effect, Lessee shall include in the budget proposal to the Public Education Department for the ensuing fiscal year an amount equal to one hundred percent (100%) of the Lease Payments and other obligations payable by Lessee under this Agreement, not in contravention of New Mexico law. The Lease Payments and other obligations payable by Lessee under this Agreement shall constitute currently appropriated expenditures of Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligations whatsoever of Lessee or a mandatory charge or requirement against Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.

Section 5.2. Additional [Rent]. In addition to the Lease Payments, Lessee shall pay Additional [Rent] during the Term as herein provided. The Additional [Rent] during the Term of this Agreement shall be in an amount sufficient to pay all expenses of ownership, administration, and operation of the School Site during the ensuing fiscal year, including but not limited to (i) the reasonable fees and expenses related to the School Site and Improvements; (ii) the cost of insurance premiums; and (iii) all other costs expressly required to be paid by Lessee, if any, as Additional Rent hereunder. This Agreement is intended to be and shall be construed consistent with it being a net lease, with Lessee paying all expenses related to the School Site.

Section 5.3. Funding of Improvements to School Site. Lessee and Lessor agree that Lessee shall not use any funds, other than lease payment grant assistance funds from the Public School Capital Outlay Council in accordance with Section 22-24-4(I) NMSA 1978 or other legally available funds, to acquire, construct, install, or purchase any Improvement to the School Site during the Term of this Agreement. Prior to any termination of this Agreement as provided hereunder, Lessor may require Lessee to remove at Lessee's own expense any Improvements to the School Site that were funded by Lessee from other funding sources.

ARTICLE VI OPTION TO PURCHASE

Section 6.1. Option to Purchase. In consideration of the agreements, promises, and covenants made each to the other in this Agreement, and other good and valuable consideration received, which consideration Lessor acknowledges to be adequate herefor, Lessor grants to Lessee the option to purchase the School Site upon the terms and conditions set forth in this Agreement and as permitted under the Public School Lease Purchase Act.

Section 6.2 Accelerated Sale and Transfer. Lessee may exercise its option to purchase the School Site only on a designated Option Date. "Option Date" shall mean February 15th of each year following February 15, 2025, and the corresponding date for each following year during the Term of this Agreement, provided that if the purchase of and transfer of title to the School Site is not completed on or prior to the last Option Date, Lessee's option to purchase hereunder shall expire and thereafter be of no further force or effect.

Section 6.3 Notice of Sale and Transfer. Lessee's option to proceed with the purchase of and transfer of title to the School Site on an Option Date shall be exercised by written notice to Lessor, sent by registered or certified mail to Lessor's address as stated herein, or to any other address designated by Lessor in writing to Lessee. Such written notice shall be given not less than six (6) months prior to the Option Date on which Lessee will exercise its option to proceed with the purchase of and transfer of title to the School Site.

Section 6.4. Purchase Price on Exercise of Option. The Purchase Price for the School Site on exercise of the option to purchase hereunder shall be the amount necessary to pay the outstanding principal balance on the unpaid purchase price as of that Option Date, as set forth in the schedules attached at Exhibit "C" hereto, plus any accrued and unpaid interest to that date, with any penalties for interest forbearance, as well as any associated closing costs and options fees. The interest rate on the principal balance remaining on exercise of the option to purchase shall not exceed the maximum permitted by the Public Securities Act.

Section 6.5. Expenses, Mortgage. The Purchase Price to be paid by Lessee to Lessor shall be a net amount to Lessor, and all expenses in connection with the transfer of the School Site, including title insurance, recording fees, documentary stamps, and any other closing costs, shall be divided evenly by Lessor and Lessee. The Purchase Price shall be paid by Lessee in

cash to Lessor concurrent with Lessor's conveyance of the School Site to Lessee by special warranty deed as provided in Section 6.6 hereof.

Section 6.6. Transfer of Title. Except as provided in Section 6.7 hereof, at the closing of the transaction between the parties, Lessor shall convey the School Site to Lessee free and clear of any mortgage, indenture, or other encumbrance. The conveyance shall be by a standard form special warranty deed from Lessor to Lessee.

Section 6.7. First Mortgage. Lessee's rights under this Agreement are and shall be subject and subordinate to any underlying mortgage (including a consolidated mortgage), indenture, or deed of trust constituting a first lien on the School Site, or any part thereof, whether such mortgage, indenture, or deed of trust has heretofore been, or may hereafter be, placed upon the School Site to secure Lessor's indebtedness to any bank or other financial institution, trust company, or other financial lender, whether private or public, for the purchase of the School Site and Improvements, or to any renewal, modification, consolidation, replacement, or extension of any such mortgage, indenture, or deed of trust. This subordination clause applies only to a first mortgage securing any indebtedness that on any Option Date will not exceed the purchase price when the option to purchase hereunder is then exercised. This subordination clause shall be self-operative and no further instrument of subordination shall be required. Lessee shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage, indenture, or deed of trust to contain provisions requiring the holder of the indebtedness secured thereby to mail to Lessee by registered mail, addressed to Lessee at its office as set forth in this Agreement, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage, indenture, or deed of trust to Lessor. Notwithstanding the provisions of Section 6.3 hereof, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided after the first Option Date, exercise the option to purchase at the following purchase price: the amount which would have been payable, as provided in Section 6.5 hereof, at the next succeeding Option Date, plus 1/365ths of the difference between that amount and the amount which would have been payable, as provided in Section 6.5 hereof, at the last preceding Option Date, multiplied by the number of days remaining between the settlement date and the next succeeding Option Date. Notwithstanding the provisions of Article VI hereof, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided before the first Option Date, exercise the option to purchase set forth herein by paying the then-outstanding principal amount of the debt secured by mortgage, indenture, or deed of trust plus any accrued and unpaid interest and any amounts necessary to pay all amounts due to the first call date secured by the mortgage, indenture, or deed of trust.

Section 6.8. Performance of Lease. The right to exercise the option to purchase as set forth herein is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and agreements under this Agreement, and the payment by Lessee of all Base Rent and Additional Rent, and other special payments as provided for in this Agreement to the date of the completion of the purchase of the School Site by Lessee.

Section 6.9. Adjustments. Adjustments and proration of taxes, water rents, insurance premiums, and similar items shall be made as of the date of the closing of title, in accordance with the practice approved by the parties.

Section 6.10. Security Deposit. The parties stipulate that no security deposit was paid by Lessee as part of this Agreement and that none is required.

Section 6.11. Priority. The option to purchase set forth herein shall be a covenant running with the Land, and no conveyance, transfer, easement, or encumbrance thereof shall defeat or adversely affect the option to purchase hereunder.

Section 6.12. Assignment of Option; Binding Effect. With the prior approval of Lessor, which shall not be unreasonably withheld, the option to purchase hereunder is assignable, without cost to Lessee, and with all of the rights and benefits of its predecessor in interest being transferred to the assignee, to (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions.

Section 6.13. Prepayment. The amounts due under this Agreement are subject to prepayment at the option of Lessee's governing body at such time or times and upon such terms and conditions, with or without the payment of such premium or premiums, as determined by Lessee's governing body. Beginning with the first Option Date, the parties may proceed to closing on the purchase of the School Site at any time, without assessment of costs, expenses, or penalties, except that Lessee agrees to pay any penalties for interest forbearance on any of Lessor's loans secured by the School Site.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1. Maintenance and Facility Costs. Lessee shall at all times during the Term maintain, preserve, and keep the School Site in good repair, working order and condition, and shall from time to time make all repairs, replacements, and improvements necessary to keep the School Site in such condition. This Agreement is intended to be and shall be construed consistent with it being an absolute net lease, with Lessee paying all expenses related to the School Site, including without limitation (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs including routine repair and replacement of roof, structural components, HVAC, and carpet and/or tile; and (iii) all other costs associated with the operation, repair, and maintenance of the School Site (collectively, "Operating Expenses"). Portions of Operating Expenses may be, at Lessor's option, paid by Lessee directly to the third parties who are owed specific amounts included in Additional Rent.

Section 7.2. Removal of Improvements. Except as provided for in Section 4.3(c) and Section 9.3 of this Agreement, Lessee agrees and covenants with Lessor that any and all alterations, additions, and improvements, except moveable furniture, equipment, portable or

modular buildings and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces, shall become a permanent part of the School Site at the termination of this Agreement, if not removed by the Lessee. Lessee agrees that if such Improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee's personal property creates an unsightly condition, by capping any electrical outlets and concealing any surface areas where personal property, such as counters or shelving, may have been stabilized by attachment to such surfaces.

Section 7.3. Lessee's Insurance Obligations.

(a) **Liability Insurance.** Beginning on the Commencement Date, Lessee shall procure and maintain or cause to be carried and maintained in full force and effect during the Term and any extension thereof at Lessee's sole cost and expense and as Additional Rent above the Base Rent hereunder, such public liability insurance covering bodily injury, disease, illness or death, and property damage liability as is available from and provided by the Public Schools Insurance Authority or its successor, with limits of coverage not less than \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence and \$400,000 in the aggregate for all claims other than medical or medically-related expenses arising out of a single occurrence, and \$100,000 for each accident for property damage liability for the benefit of both Lessee and Lessor as protection against all liability claims arising from activities on the School Site, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor upon the commencement of the Term. Lessee shall adjust such minimum coverage limits annually or as necessary to conform to the minimum coverage limits required for local public bodies pursuant to Sections 41-4-19 and 41-4-20 NMSA 1978, and Sections 22-29-1 through 22-29-11 NMSA 1978.

(b) **Property Insurance.** Subject to the availability of such coverage from the Public Schools Insurance Authority, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the Term and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions, and improvements in an amount equal to their replacement values. Lessor and any lending institution(s) of record shall be named as additional insureds and loss payees on the Property Insurance Policy and shall be provided with a copy of this policy annually on the anniversary date of the Policy. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and use the insurance proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the School Site. If for any reason Lessee is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and Lessee shall pay the premiums of such insurance as Operating Expenses.

Section 7.4. Workers' Compensation Insurance. If required by New Mexico law as of the Commencement Date, Lessee shall carry workers' compensation insurance covering all of

its individual employees on, in, near, or about the School Site, and upon request shall furnish certificates to Lessor evidencing such coverage.

Section 7.5. Liens. Neither Lessee nor Lessor shall directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Improvements, other than the individual rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided herein, Lessor and Lessee shall promptly, at their own expense, take such action as may be necessary to duly discharge or remove any such mortgage, other than existing mortgages or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim which arose during the control of the School Site. Nothing herein shall limit the Lessor's right to refinance or restructure debt against the School Site; however, no refinance or restructure shall impair Lessee's rights under the terms of this Agreement. Lessee covenants and agrees to execute and deliver, upon demand, such further reasonable instrument or instruments subordinating this Agreement to the lien of any mortgage or mortgages as shall be desired by Lessor and any mortgagees or proposed mortgagees, provided such documents contain commercially reasonable non-disturbance agreements. Lessor, within thirty (30) days of refinancing or restructuring, shall provide notification to Lessee with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation and Lessor shall pay for any of Lessee's costs associated with said refinancing.

ARTICLE VIII CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Condemnation. In the event that all or any portion of the School Site or Improvements are condemned by any governmental body or entity under the power of eminent domain or are sold under threat of condemnation to any public body or entity prior to Lessee's purchase of the School Site, Lessor shall be entitled to all compensation awarded, less an amount equal to Lessee's principal payments made to date in accordance with Article VI hereof, plus the value of any improvements placed on the School Site by Lessee pursuant to Article IX herein, which portions of the compensation awarded shall be paid to Lessee.

Section 8.2. Condemnation of Other Property Owned by Lessee. Lessee shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to, or taking of its property not included in the School Site. Lessor agrees that Lessee shall have the option, upon written notice to Lessor, to enter an appearance and defend in any condemnation action as to both the School Site and the Improvements, and upon such election, Lessor shall not be obligated to provide a defense as to the Improvements, but may do so at Lessor's sole expense. In consideration for such option granted in this paragraph, Lessee agrees not to enter into any settlement agreement as to the condemnation award to be paid for the taking or partial taking of the Improvements without Lessor's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE IX
LESSEE'S IMPROVEMENTS, EQUIPMENT, AND WARRANTIES

Section 9.1. Improvements to School Site. Lessee, at its own expense, may remodel, or make additions, modifications, or improvements to the School Site, provided that (i) such remodeling, modifications and additions shall not in any way damage the School Site as it existed prior thereto, and shall become part of the School Site, subject to the provisions of Section 4.3(d) hereof; (ii) the value of the School Site after such remodeling, modifications, and additions shall be at least as great as the value of the School Site prior thereto; and (iii) the School Site, after such remodeling, modifications, and additions, shall continue to be used as set forth herein and shall otherwise be subject to the terms of this Agreement. Capital improvements made by Lessee to the School Site shall not change the Lease Payments or the Purchase Price without a written amendment to this Agreement approved by the Public Education Department.

Section 9.2. Installation of Lessee's Equipment. Lessee may at any time and from time to time in its sole discretion and at its own expense, install items of movable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs, and such other furnishings and equipment as may in Lessee's judgment be necessary for its purposes in or upon the School Site. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the School Site resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the School Site by Lessee. Nothing in this Agreement shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the School Site.

Section 9.3. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor shall assign to Lessee, all of its interest, if any in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied, issued on or applicable to the School Site, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.4. Disclaimer of Warranties. Upon acceptance of the School Site by the Lessee, Lessor makes no warranty or representation except as stated in Section 9.3 hereof, either express or implied, as to the value, design, condition, merchantability, or fitness for any

particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

ARTICLE X ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING

Section 10.1. Assignment. Subject to the other provisions of this Agreement, neither party shall assign its interests herein without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any consent by a party to any assignment shall not operate as consent to any further assignment, and any further assignment shall be subject to the prior written consent of the other party in accordance with the provisions of Section 10.1 hereof. Unless otherwise agreed to by the parties, no assignment permitted hereunder shall relieve a party from liability for the performance of its obligations under this Agreement for the remainder of the then current term.

With the prior approval of Lessor, which shall not be unreasonably withheld, this Agreement is assignable by the parties, without cost to Lessee and with all of the rights and benefits of its predecessor in interest in being transferred to the assignee to: (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions. Nothing in Section 10.1 shall be construed to prohibit, limit, or restrict Lessee's ability to enter into a joint powers agreement for the shared use of the School Site, provided that each party to such agreement is a "public agency" as defined in the Joint Powers Agreement Act, Sections 11-1-1 through 11-1-7 NMSA 1978, and that both public agencies are authorized by their legislative or other governing bodies to jointly exercise any power common to the contracting parties as provided by law.

Section 10.2. Restriction on Mortgage or Sale of School Site by Lessee. Prior to closing on the purchase of the School Site, Lessee shall not mortgage, sell, assign, transfer, or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed, and subject to the applicable provisions of the Public School Lease Purchase Act.

Section 10.3. Title. Upon Lessee's purchase of the School Site pursuant to Article VI of this Agreement, Lessor shall transfer its interest in the School Site to Lessee by a standard form special warranty deed, free and clear of any encumbrances [of record] except those specifically accepted by Lessee.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. Each of the following shall constitute an "Event of Default" under this Agreement, and the terms "Event of Default" and "Default" shall

mean, whenever they are used herein, any one or more of the following events whether occurring voluntarily or involuntarily, by operation of law, or pursuant to any order of any New Mexico governmental agency or court of competent jurisdiction:

(a) Failure by Lessee to make any payments under this Agreement as and when due from any lawful source of funds, except where sufficient money is not available to meet the current lease payments; or

(b) Any representation made by Lessee or Lessor hereunder later found to be untrue in any material respect as of the date it was made; or

(c) Lessee or Lessee making, permitting, or suffering any unauthorized assignment, transfer, or other disposition of this Agreement or any interest hereunder, or any part of the School Site or any interest therein; or

(d) Failure by either Lessor or Lessee to observe and perform any covenant, condition, or agreement, other than as described in Section 11.1(a) hereof or its parts, to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided that if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair Lessee's ability to carry on its operations at the School Site, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the federal Bankruptcy Act, as amended, or under any similar acts which may hereafter be enacted; or

(f) The revocation or nonrenewal of Lessee's charter by the Public Education Commission and the failure by the district court to set aside or reverse any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority, pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

Section 11.2. Remedies of Lessor upon Event of Default. Upon the happening and continuance of any event of default specified in Article XI of this Agreement, Lessor or its assigns may, without any further demand or notice to Lessee, take one or any combination of the following remedial steps:

(a) Terminate this Agreement and give written notice to Lessee to vacate the School Site within sixty days (60) days from the date of such notice, subject to Section 22-2-2(C) NMSA 1978 and Section 22-8B-12.1(C) NMSA 1978.

(b) Lease all or any portion of the School Site as permitted by New Mexico law.

(c) Recover from Lessee: (i) to the extent the recovery thereof is permitted by law, the fair lease value of the use of the School Site during any period beyond the thirtieth (30th) day following the occurrence of the Event of Default; and (ii) Lease Payment and Additional [Rent], which would otherwise have been payable by Lessee hereunder during the remainder, after the Lessee vacates the School Site, of the Fiscal Year in which such Event of Default occurs.

(d) Take whatever action either at law or in equity as Lessor or its legal counsel shall deem most effectual to protect and enforce this Agreement and Lessor's rights hereunder.

Section 11.3. Remedies of Lessee upon Event of Default. Upon the happening and continuance of any event of default specified in Article XI of this Agreement, Lessee or its assigns may, without any further demand or notice to Lessor, take one or any combination of the following remedial steps:

- (a) Terminate this Agreement and give written notice to Lessor that Lessee shall vacate the Site within sixty days (60) days from the date of such notice;
- (b) Take steps to correct Lessor's default and subtract any amounts paid by School therefor from Lease Payments and/or Additional Rent until School is fully reimbursed;
- (c) Take such action at law or in equity as Lessee or its legal counsel shall deem most effectual to protect and enforce this Agreement and Lessee's rights hereunder.

Section 11.4. Force Majeure. The provisions of Sections 11.1 and 11.2 of this Agreement are subject to the following limitations: if by reason of *force majeure* Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the *force majeure* inability. The term "*force majeure*" as used herein shall mean, without limitation: acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority other than Lessee or Lessor; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or Lessee and not resulting from the negligence of the party claiming a force majeure event. Lessor and Lessee agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their respective obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if

in the judgment of the party raising the defense of *force majeure*, acceding to the demands of the person or persons creating the strike, lockout or industrial disturbance, would be injurious to such party.

Section 11.4. Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder, at law or in equity, are cumulative and not exclusive of all other rights and remedies to which a party may be entitled herein, at law or in equity, in the event of breach or threatened breach by a party in default of any of the terms, conditions, and provisions contained herein.

Section 11.5. No Additional Waiver Implied by One Waiver. The failure, neglect, or omission of a non-defaulting party to terminate this Agreement for any breach or default shall not be deemed a consent by the non-defaulting party of such breach or default and shall not stop, bar, or prevent the non-defaulting party from thereafter terminating this Agreement, either for such violation of for prior or subsequent violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 11.6. Dispute Resolution. The parties shall endeavor to resolve all disputes arising as to this Agreement by mediation before a mutually agreed mediator the cost of which shall be shared by the parties. In the event mediation is unsuccessful, arbitration in accordance with the terms of this Section shall be used to resolve any and all claims, disputes or disagreements arising under this Agreement, except for (i) matters requiring immediate exigent relief, including without limitation unlawful detainer; and (ii) all claims by either party which (a) seek anything other than enforcement of rights under this Agreement; or (b) are primarily founded upon matters of fraud, willful misconduct, or any other allegations of tortious action, and seek the award of punitive or exemplary damages, which disputes shall be resolved by suit filed in the Second Judicial District Court, Bernalillo County, New Mexico, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby agree to conduct themselves in strict, full, complete and timely accordance with the terms of this Section.

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be initiated by either party, within thirty days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the greater Albuquerque metropolitan area or Bernalillo County and, unless otherwise agreed by the parties, must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering

a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the Second Judicial District Court, Bernalillo County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award injunctive relief. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any as determined by the Arbitrator in his or her discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of the dispute in the discretion of the Arbitrator was closest to that adopted by the Arbitrator.

ARTICLE XII TITLE

Section 12.1. Title to Improvements. During the Term, Lessor shall hold legal title to the School Site and any and all additions which comprise repairs, replacements, substitutions, or modifications, and Lessor shall retain an equitable lien on the title to the School Site and any and all repairs, replacements, substitutions, and modifications to it, unless otherwise agreed to by the parties in writing.

Section 12.2. Public Property. Upon approval of this Agreement by the Department and execution of this Agreement by the parties pursuant to the Public School Lease Purchase Act, the School Site shall be considered to be a public property pursuant to Section 22-26A-5.1(B) NMSA 1978.

ARTICLE XIII HAZARDOUS MATERIALS LAWS

Section 13.1. Compliance with all Hazardous Materials Laws. As of the Commencement Date, Lessee, shall at all times keep and maintain the School Site in compliance with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. Lessee shall not permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials Laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous materials shall include petroleum products. Upon request of Lessor, Lessee will prepare and provide such reports as will evidence compliance by Lessee

with Hazardous Materials Laws, and which will evidence that the School Site and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site ("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, Completion, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2. Lessee's Responsibility. Upon and after acceptance of the School Site by the Lessee, Lessee shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Lessor or Lessee directly or indirectly arising out of or attributable to the violation by Lessee 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 School Site, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall to the extent allowable by law applicable to public schools, indemnify Lessor and hold Lessor harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability subject to the limitations and waivers contained in the New Mexico Tort Claims Act and any insurance coverage issued pursuant thereto.

Section 13.3. Remedial Action Required. Without Lessor's prior written consent, which shall not be unreasonably withheld, Lessee shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the School Site, 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 Lessor's reasonable judgment, impair the value of Lessor's fee interest in the School Site; provided, however, that prior consent shall not be necessary in the event that: (i)(u) the presence of Hazardous Materials on, under, or about the School Site either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (b) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (c) such action is required by government order; and (ii) it is not possible to obtain Lessor's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Lessor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of

competent jurisdiction, or (ii) Lessee establishes to the reasonable satisfaction of Lessor that there is no reasonable alternative to such remedial action that would result in less impairment to the value of Lessor's interest in the School Site.

Section 13.4. Survival of Lessee's Obligations and Liabilities. Lessee's obligations and liabilities hereunder with respect to Hazardous Materials Claims arising from Lessee's actions shall survive the expiration or other termination of this Agreement.

ARTICLE XIV LIMITATION OF LIABILITY

Section 14.1. Limitation of Liability. Neither party shall be liable for special, indirect, incidental, punitive or consequential damages arising from a breach of this Agreement.

ARTICLE XV MISCELLANEOUS

Section 15.1 Notices. All notices required under this Agreement shall be sufficiently given in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by electronic mail, if a copy is sent by one of methods (i), (ii), or (iii) as soon as practicable thereafter, addressed to Lessor or Lessee, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section 15.1), and such notices shall be effective on the date of receipt thereof.

Lessor:

Charter School Solutions
c/o Chief Executive Officer
9321 W. Sam Houston Parkway S.,
Suite 200
Houston, Texas 77477
Telephone No.: (713) 900-7173

Lessee:

Albuquerque School of Excellence
c/o Head Administrator
13201 Lomas Boulevard NE
Albuquerque, New Mexico 87112
Telephone No.: (505) 312-7711

Section 15.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.4. Amendments, Changes, and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both Lessee and Lessor. Amendments to this Agreement, except amendments that would improve the building or other real property without additional financial obligations to the

Lessee, shall be approved by the Public Education Department pursuant to 22-26A-5(L) NMSA 1978.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 15.6. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval or such request shall be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section hereof.

Section 15.11. Business Days. If the day upon which any action required by the Agreement falls on a Saturday, Sunday, or banking holiday, then such action shall be deemed timely if made or taken on the next succeeding business day.

Section 15.12. Administrative Approval. Pursuant to Section 22-26A-4 NMSA 1978, the parties to this Agreement acknowledge that they have obtained the required statutory approval from both the Public Education Department and the Public School Facilities Authority.

IN WITNESS WHEREOF, Lessor and Lessee, each acting through their duly authorized agent or legal representative, have made and executed this Agreement as of the date first above.

CHARTER SCHOOL SOLUTIONS, A Texas non-profit corporation,

LESSEE:

By: [Signature]
Name: Osman ANDEROGLU
Title: Governing Council President

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

SHENERIKA R. ALLEN
Notary Public, State of Texas
(Seal) mm. Expires 02-24-2021
Notary ID 129307169

Sharon Allen
Notary Public

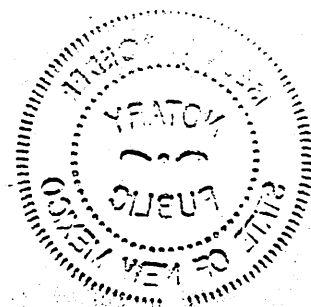
02-24-2021
TEXAS
STATE OF NEW MEXICO)
HARRIS) SS.
COUNTY OF BERNALILLO)

The foregoing LEASE PURCHASE ARRANGEMENT was acknowledged before me this 17th day of September, 2017, by OSMAN ANDEROGU, as chair of the governing body of Albuquerque School of Excellence, A New Mexico state-chartered charter school.

(Seal)



Isela D. Roder
Notary Public
My Commission Expires August 8, 2019



**ALBUQUERQUE SCHOOL OF EXCELLENCE
GOVERNING COUNCIL**

Resolution No. 2017-003

RESOLUTION RE: LEASE PURCHASE AGREEMENT – FINAL APPROVAL

WHEREAS, the Albuquerque School of Excellence Governing Council (“Council”), the governing body of the Albuquerque School of Excellence, a public charter school (“School”), met in a special meeting at 13201 Lomas Blvd. NE, Albuquerque, New Mexico on September 9, 2017, at 10:00 a.m.; notice of the meeting was provided by law; and

WHEREAS, the Council has determined that it is necessary and in the School’s best interest to acquire the current School facility from the owner of the facility through a lease purchase agreement arrangement; and

WHEREAS, the Council developed, negotiated and reviewed a draft Lease Purchase Agreement, which was submitted to the New Mexico Public Education Department (“Department”) for approval, pursuant to the requirements of the Department and the terms of the New Mexico Lease Purchase Act, and pursuant to Governing Council Resolution No. 2017-003 dated July 2, 2016; and

WHEREAS, the Department has approved the Lease Purchase Agreement attached hereto as Exhibit 1, by letter dated August 15, 2017 (Exhibit E to Exhibit 1, attached), and the Council has reviewed the Lease Purchase Agreement attached as Exhibit 1 and approves the revisions required by the Department as conditions precedent to Department approval;

NOW, THEREFORE, be it resolved that:

- (1) It is necessary and in the School’s best interest to acquire from Charter School Solutions, the existing buildings, land, and improvements made by CSS, and fixtures/equipment located at 13201 Lomas Blvd. NE, Albuquerque, New Mexico through a lease purchase arrangement as defined by the New Mexico Public School Lease Purchase Act, NMSA 1978, §§22-26A-1, *et seq.*; and
- (2) Upon review of the costs of the buildings, land and fixtures/equipment to be acquired, the initial purchase price, and the purchase price at the first available option exercise date, and the corresponding purchase prices set forth on Exhibit C of the Lease Purchase Arrangement attached hereto as Exhibit 1 on subsequent option dates, at a 6.94% interest rate that does not exceed the maximum interest rate allowed pursuant to the Public Securities Act, NMSA 1978, §6-14-1 through 6-14-3, are reasonable and will meet the School’s needs; and
- (3) The final terms of the proposed Lease Purchase Arrangement are acceptable and in the best interest of the School; and

(4) The sources of funds to make the payments under the proposed Lease Purchase Arrangement have been identified from available funds; and

(5) The Lease Purchase Agreement attached hereto as Exhibit 1, having been approved by the New Mexico Public Education Department and other necessary authorities, is hereby approved by the Governing Council, and the Governing Council President is hereby authorized by the Council to execute it on behalf of the School and Governing Council.

The undersigned Secretary certifies that s/he is the duly elected Secretary of the Council and that the above is a true and correct statement of the Resolution that was duly adopted at a meeting of the Council, which was held in accordance with State laws and bylaws of the Albuquerque School of Excellence Governing Council.

The motion was duly made, seconded, and ___ voted in favor and ___ against; the motion carried.



President, Governing Council


9/9/17
Date



Secretary, Governing Council

9/9/17
Date




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SEARCH RESULTS

Search legals...

LEGAL NOTICE: The Albuquerque School of Excellence, a New Mexico public charter school, gives notice pursuant to NMSA 22-22A-13 that its Governing Council has adopted a resolution approving a lease purchase arrangement with Charter School Solutions, a Texas nonprofit corporation. A copy of this resolution may be obtained from Albuquerque School of Excellence at 13201 Lomas Blvd NE, Albuquerque, NM 87111 or at website link: www.abqse.org/Resolution2017.003.pdf. Journal: September 22, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017




NOTICE OF MEETING Notice is hereby given that the Governing Board of Central New Mexico Community College will meet in regular session on Tuesday, October 10, 2017, at 5 p.m. in the Student Resource Center, Richard Barr Boardroom 204, 835 Buena Vista Dr. SE, Albuquerque, New Mexico. The meeting is open to the public. Agendas are available in the Marketing and Communications Office, TM Building, Room 202, 525 Buena Vista SE, Albuquerque, New Mexico, 224-4680. Individuals requiring special accommodations should contact the office at least 24 hours prior to the meeting. Journal: September 22, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017

LEGAL NOTICE NOTICE IS HEREBY GIVEN THAT THE FOLLOWING ORDINANCES WILL BE HEARD BY THE ALBUQUERQUE CITY COUNCIL: O-17-57 Creating A Gross Receipts Investment Policy (GRIP) O-17-58 Relating To The Local Economic Development Act Plan Of The City; Amending Sections 2-14-1-3, 2-14-1-4 And 2-14-1-9 Of The Albuquerque Code Of Ordinances **NOTICE OF PUBLIC MEETINGS** The next regular City Council meeting is on Wednesday, October 4, 2017 at 5:00 P.M. at the Albuquerque/Bernalillo County Government Center, One Civic Plaza NW, Vincent E. Griego Chambers, Basement Level, Albuquerque, NM 87102. Notice To Persons With Disabilities: If you have a disability and require special assistance to participate in this meeting, please contact the Council office at least one day before the meeting date at 505-768-3100 (voice) or TTY users may also access the voice number via New Mexico Relay Network by calling toll free 1-800-659-8331. For a copy of the Agenda items for this meeting, please call 505-768-3100 or visit our website at www.cabq.gov/council Journal: September 22, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017




SPECIAL MEETING ANNOUNCEMENT Ciudad Soil & Water Conservation District Tuesday, September 26, 2017 At 4:00pm Bosque School 4000 Learning Rd NW Albuquerque, NM 87120 Agenda Available 72 hours prior to meeting Contact: Melissa McLamb (505) 510-DIRT CiudadSWCD1944@gmail.com Journal: September 22, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017

LEGAL NOTICE EASTERN NEW MEXICO UNIVERSITY BOARD OF REGENTS NOTICE OF MEETING Friday, October 6, 2017 9:30 a.m., ENMU-Portales, Administration Building, Regents Room The Eastern New Mexico University Board of Regents will hold its next regular meeting on Friday, October 6, 2017 in the Regents Room of the ENMU-Portales Administration Building. Regents will act upon business so presented and may meet in executive session. The agenda is available 72 hours prior to the meeting and is accessible at the President's Office located in the ENMU-Portales campus Administration Building and on the ENMU website <http://www.enmu.edu/about/board-meetings.shtml>. The public is invited to attend the meeting. Eastern New Mexico University is an EEO/AA institution. Journal: September 22, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017

LEGAL NOTICE OF REQUEST FOR PROPOSALS LEA COUNTY, NEW MEXICO LEASE & OPERATION OF HOBBS DENTAL CLINIC COMMODITY CODE: 94828 PROPOSAL #01-(17-18) DUE DATE: OCTOBER 10, 2017 - 3:00 P.M. The Lea County Commissioners will receive sealed proposals in the Finance Department, Fourth Floor, Courthouse, Lovington, New Mexico, for the above. **PRE-PROPOSAL MEETING:** September 26, 2017; Time: 11:00 a.m. (local time) Location: 316 W. Scharbauer, Hobbs, New Mexico, 88240. Please RSVP to email address below. (Attendance is strongly recommended.) The Request for Proposals and any possible future addenda may be obtained from Lea County's web site at <http://www.leacounty.net/p/254> or by contacting: Finance Department, Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, kmclaughlin@leacounty.net. **QUESTIONS:** All questions must be submitted in writing to the same contact info above. Ron Black, Chairman Journal: September 22, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017

NOTICE OF REGULAR MEETING FOR THE MIDDLE RIO GRANDE CONSERVANCY DISTRICT BOARD OF DIRECTORS A meeting of the MRGCD Board of Directors is scheduled for Monday, September 25, 2017 at 3:00 p.m. The meeting will be held at the Middle Rio Grande Conservancy District Board Room, 1931 Second Street, SW, Albuquerque, New Mexico. For questions, please call 505-247-0234. Public is welcome. An agenda of the meeting will be available on Friday, September 22, 2017, by calling our office or on the MRGCD website www.mrgcd.com. If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Administrative Officer at (505) 247-0234 ext. 1329 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact me at (505) 247-0234 if a summary or other type of accessible format is needed. Journal: September 22, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017

The New Mexico Department of Transportation Traffic Safety Division is seeking providers to operate DWI School in Curry County. Interested parties can find DWI School regulations at <http://transportation.unm.edu/licensing/dwi-schools/>. Please submit letter of interest (no more than 3 pages) to: NM DOT-TSD, Attn: Jonathan Fernandez, P.O. Box 1149, Santa Fe, NM 87504. Direct questions to 800-541-7952. Journal: September 9 - October 8, 2017

   PUBLISHED ON: FRI SEPTEMBER 22, 2017

ADVERTISEMENT NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) BID SOLICITATION FOR OCTOBER 20, 2017 SANTA FE, NEW MEXICO The NMDOT will only receive Bids through the Bid Express website at <https://www.bidx.com/> before 11:00 A.M. local prevailing time National Institute of Standards and Technology, atomic clock, on October 20, 2017. Bids received after this time will not be accepted. Tutorials on electronic bidding are available through Bid Express website at <https://www.bidx.com/site/trainingcenter>. In order to receive Addenda and notifications all Bidders shall log into Bid Express and select the proposal and letting activity message and e-mail boxes in the manage messages and notifications tab at <https://www.bidx.com/site/managesubscriptions?display=messages>. The NMDOT will open and publicly read the Total Bid Amount for Bids in the presence of one or more witnesses at the NMDOT's General Office 1120 Cerrillos Road Santa Fe, NM 87505. Individuals with disabilities who desire to attend or participate in this Bid Opening shall contact the NMDOT Title VI Liaison a minimum of ten Days before the date of Bid Opening at (505) 629-9890. The Advertisement, Bid Form, Bid Guaranty, Supplemental Specifications, Special Provisions, Addenda, Notice to Contractors and Plans are available for a membership fee and for examination only through the Bid Express website. Fee schedules are available through the Bid Express website. The 2014 Edition of the NMDOT Standard Specifications for Highway and Bridge Construction (Standard Specifications) shall govern construction of this Project. The Standard Specifications and Standard Drawings are available for no cost to the Bidder through the NMDOT website at <http://dot.state.nm.us/en/PSE.html>. In the case of disruption of national communications or loss of services by Bid Express the morning of the Bid Opening, the NMDOT

CITY OF ALBUQUERQUE

Planning Department
Alan Varela, Director



Mayor Timothy M. Keller

August 6, 2024

Jonathan D. Niski, PE
Tierra West, LLC
5571 Midway Park Pl. NE
Albuquerque, NM 87109

Re: Albuquerque School of Excellence/ 13201 Lomas Blvd. NE
Request for Certificate of Occupancy
Transportation Development Final Inspection
Engineer's Stamp dated 07-20-20 (J22-D050)
Certification dated 04-18-24

Dear Mr. Niski,

Based upon the information provided in your submittal received 04-18-24, Transportation Development has no objection to the issuance of a Permanent Certificate of Occupancy. This letter serves as a "green tag" from Transportation Development for a Permanent Certificate of Occupancy to be issued by the Building and Safety Division.

If you have any questions, please contact Ernest Armijo at (505) 924-3991 or at earmijo@cabq.gov

Sincerely,

Ernest Armijo, P.E.
Principal Engineer, Planning Dept.
Development Review Services

\EA via: email
C: CO Clerk, File



City of Albuquerque

Planning Department
Development & Building Services Division

DRAINAGE AND TRANSPORTATION INFORMATION SHEET (DTIS)

Project Title: _____ Hydrology File # _____

Legal Description: _____

City Address, UPC, OR Parcel: _____

Applicant/Agent: _____ Contact: _____

Address: _____ Phone: _____

Email: _____

Applicant/Owner: _____ Contact: _____

Address: _____ Phone: _____

Email: _____

TYPE OF DEVELOPMENT: Plat (# of lots) _____ Single Family Home
All other Developments

RE-SUBMITTAL: YES NO

DEPARTMENT: TRANSPORTATION HYDROLOGY/DRAINAGE

Check all that apply under Both the Type of Submittal and the Type of Approval Sought:

TYPE OF SUBMITTAL:

Engineering / Architect Certification
Conceptual Grading & Drainage Plan
Grading & Drainage Plan, and/or Drainage Report
Drainage Report (Work Order)
Drainage Master Plan
Conditional Letter of Map Revision (CLOMR)
Letter of Map Revision (LOMR)
Floodplain Development Permit
Traffic Circulation Layout (TCL) – Administrative
Traffic Circulation Layout (TCL) – DFT Approval
Traffic Impact Study (TIS)
Street Light Layout
OTHER (SPECIFY) _____

TYPE OF APPROVAL SOUGHT:

Pad Certification
Building Permit
Grading Permit
Paving Permit
SO-19 Permit
Foundation Permit
Certificate of Occupancy - Temp Perm
Preliminary / Final Plat
Site Plan for Building Permit - DFT
Work Order (DRC)
Release of Financial Guarantee (ROFG)
CLOMR / LOMR
Conceptual TCL - DFT
OTHER (SPECIFY) _____

DATE SUBMITTED: _____



TIERRA WEST, LLC

April 18, 2024

Marwa Al-najjar
Development Review Services
City of Albuquerque
P.O. Box 1293
Albuquerque, NM 87103

**RE: AA APPROVED TRAFFIC CIRCULATION LAYOUT
REQUEST FOR PERMANENT CERTIFICATE OF OCCUPANCY
ABQ SCHOOL OF EXCELLENCE, 13201 LOMAS BLVD. NE, ALBUQUERQUE, NM 87112**

I, Ronald R. Bohannon, NMPE #7868, of the firm Tierra West LLC, hereby request approval of the as-built Approved Traffic Circulation Layout for issuance of a Permanent Certificate of Occupancy for the project referenced above. This project area as highlighted on the attached site plan is in substantial compliance as inspected on April 8th, 2024, and is in general accordance with the design intent of the Approved Site Plan dated 07/20/20.

The record information presented hereon is not necessarily complete and intended only to verify substantial compliance of the traffic aspects of this project. Those relying on the record document are advised to obtain independent verification of its accuracy before using it for any other purpose.

Enclosed, please find the information sheet and the as-built AA Traffic Circulation Layout. Therefore, we request approval of the as-built AA Traffic Circulation Layout and issuance of the Permanent Certificate of Occupancy.

If you have any questions or need additional information regarding this matter, please do not hesitate to contact me.

Sincerely,

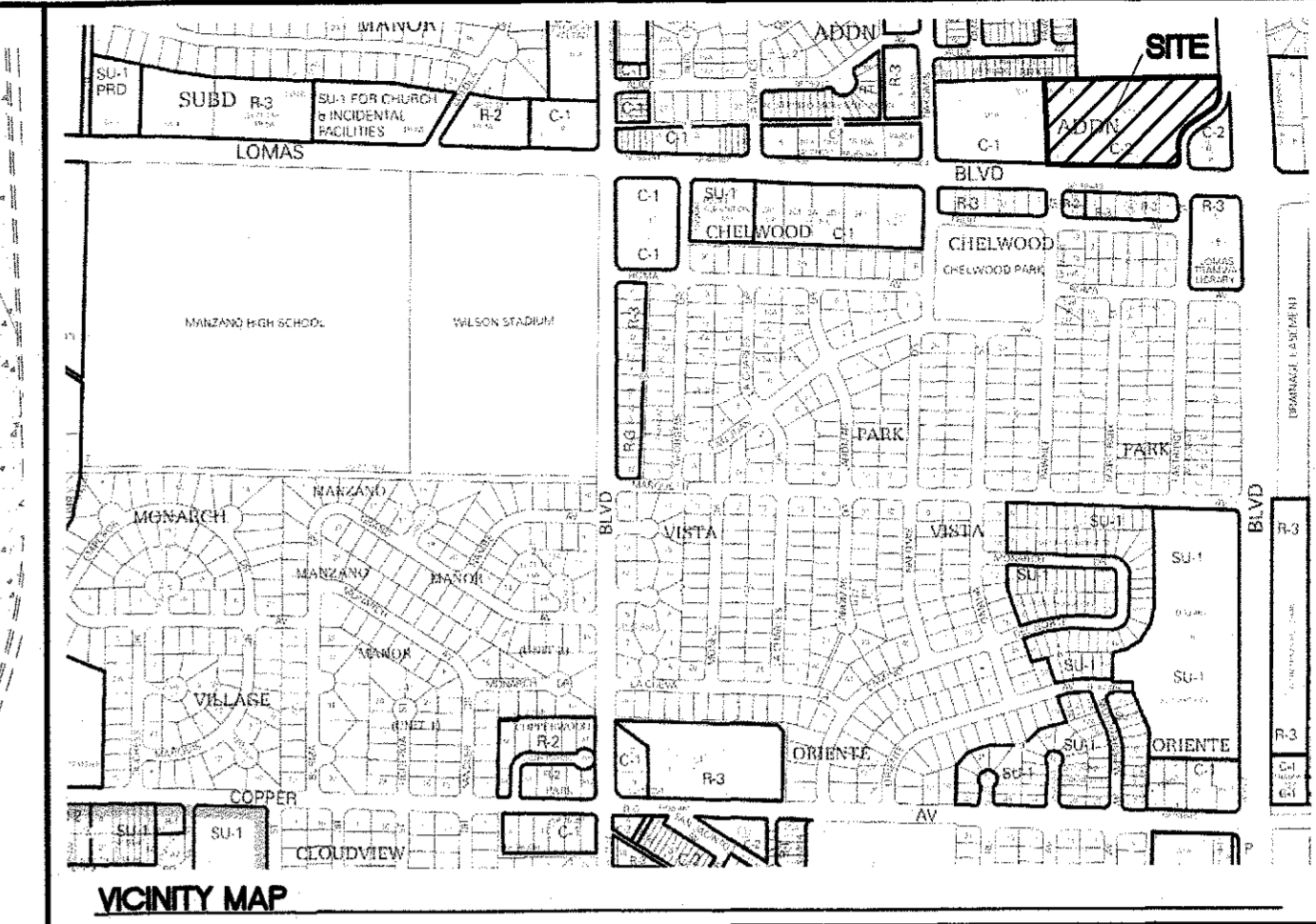
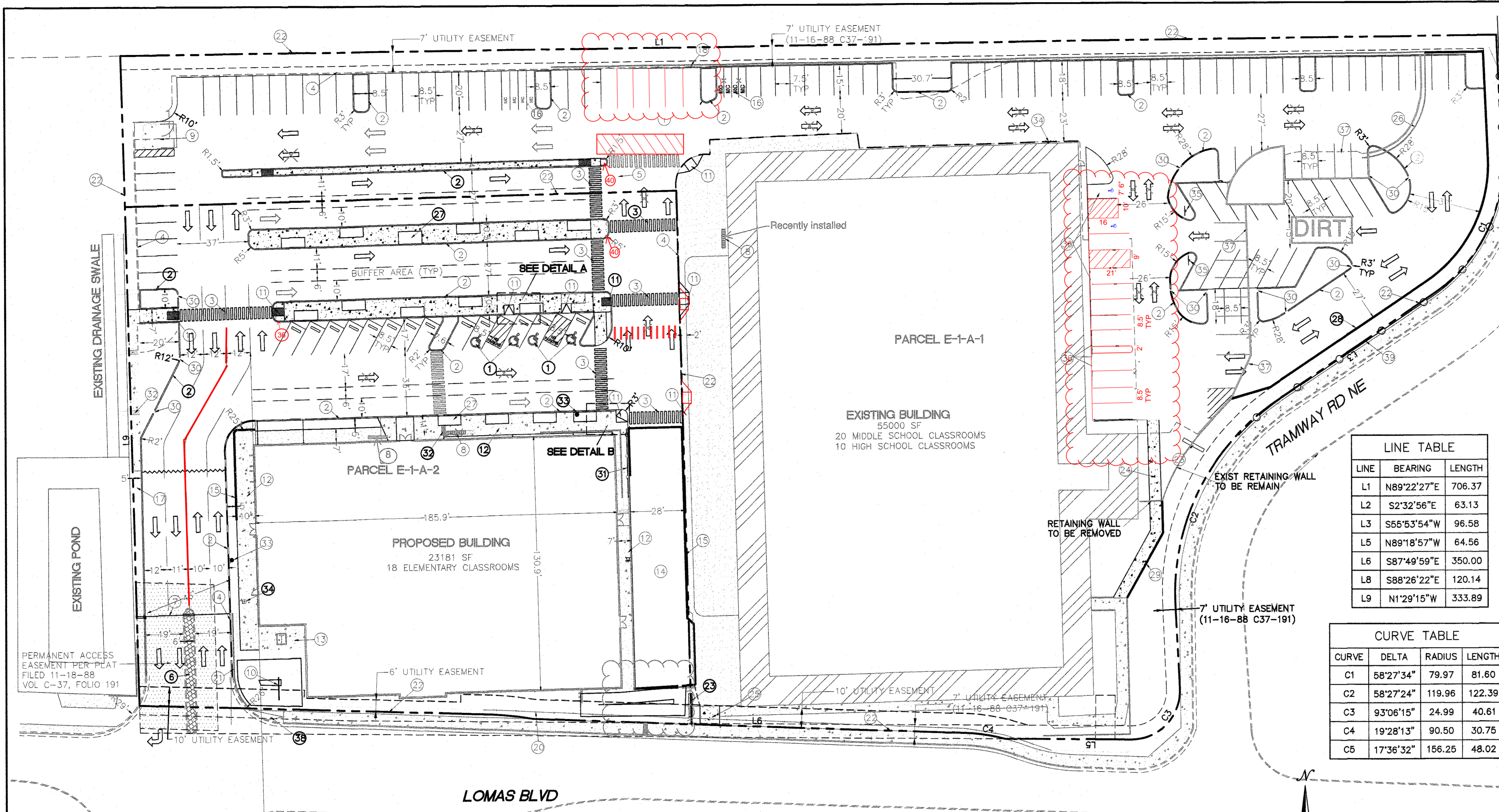
Ronald R. Bohannon, P.E.

Enclosure/s

JN: 2019068
RRB/JN/DB/AC

2019068 Perm AA Approved Traffic Circulation Submittal Letter-.docx

5571 Midway Park Pl. NE
Albuquerque, NM 87109
(505) 858-3100 fax (505) 858-1118 1-800-245-3102
tierrawestllc.com



LEGAL DESCRIPTION
 PARCEL E-1-A, PANORAMA HEIGHTS ADDITION
 UPC NO: 102205847502241515

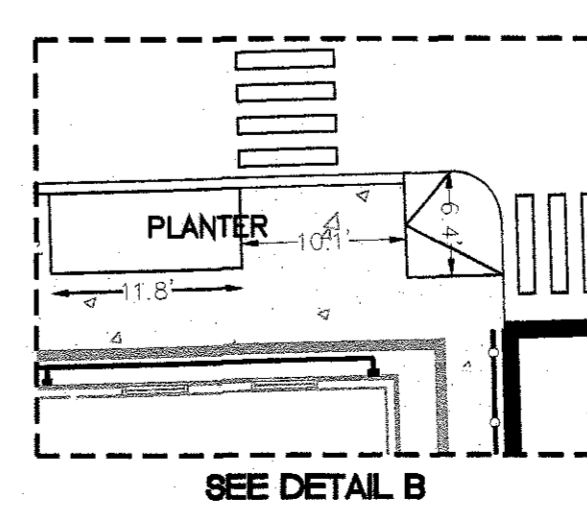
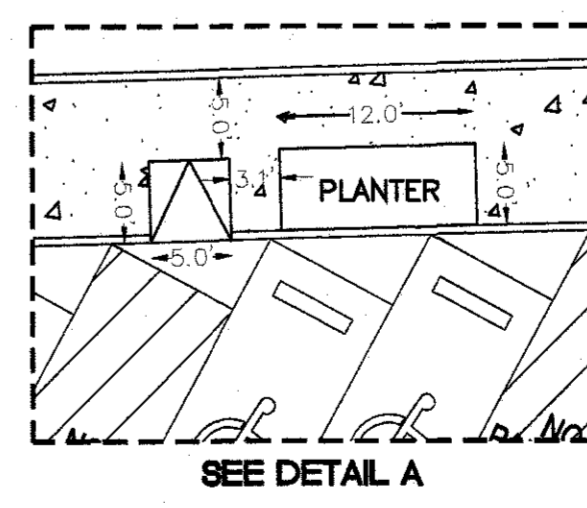
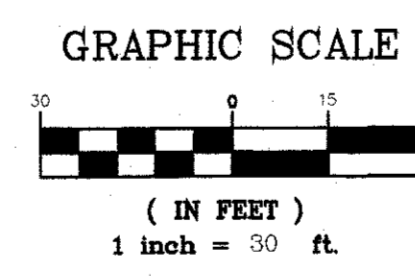
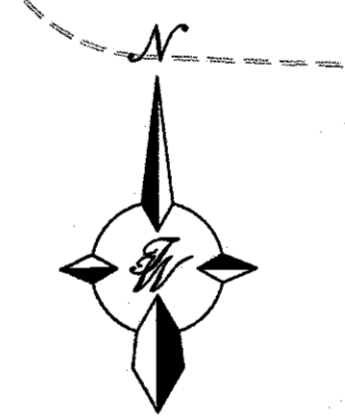
SITE DATA
 ZONING: MX-M
 PROPOSED USAGE: EDUCATIONAL
 TOTAL LOT AREA: 214146 SF (4.91 ACRES)

PARKING PARCEL E-1-A-2
 LOT AREA: 75002 SF (1.72 AC)
 PROPOSED BUILDING AREA: 43500 SF
 TOTAL PARKING REQUIRED: 18 ELEMENTARY SCHOOL CLASSROOMS (2 SPACES PER CLASSROOM)
 36 SPACES REQUIRED
 TOTAL BICYCLE SPACES REQUIRED: 4 SPACES (10% OF REQUIRED SPACES)
 TOTAL MOTORCYCLE SPACES REQUIRED: 2 SPACES
 PROVIDED:
 PARKING PROVIDED: 132 SPACES
 HC PARKING REQUIRED: 2 SPACES
 HC SPACES PROVIDED: 4 SPACES (1 VAN ACCESSIBLE)
 MOTORCYCLE SPACES PROVIDED: 2 SPACES
 BICYCLE SPACES PROVIDED: 15 SPACES
 LANDSCAPE REQUIRED: 6300 SF (20% NET AREA)
 LANDSCAPE PROVIDED: 10010 SF

PARCEL E-1-A-1
 LOT AREA: 139144 SF (3.19 AC)
 EXISTING BUILDING AREA: 55000 SF
 20 MIDDLE SCHOOL CLASSROOMS (2 SPACES PER CLASSROOM)
 10 HIGH SCHOOL CLASSROOMS (3 SPACES PER CLASSROOM)
 70 SPACES REQUIRED
 TOTAL BICYCLE SPACES REQUIRED: 7 SPACES (10% OF REQUIRED SPACES)
 TOTAL MOTORCYCLE SPACES REQUIRED: 2 SPACES
 PROVIDED:
 PARKING PROVIDED: 116 SPACES
 HC PARKING REQUIRED: 2 SPACES
 HC SPACES PROVIDED: 4 SPACES (1 VAN ACCESSIBLE)
 MOTORCYCLE SPACES PROVIDED: 2 SPACES
 BICYCLE SPACES PROVIDED: 10 SPACES
 LANDSCAPE REQUIRED: 18828 SF (20% NET AREA)
 LANDSCAPE PROVIDED: 20706 SF

LINE	BEARING	LENGTH
L1	N89°22'27"E	706.37
L2	S2°32'56"E	63.13
L3	S55°53'54"W	96.58
L5	N89°18'57"W	64.56
L6	S87°49'59"E	350.00
L8	S88°26'22"E	120.14
L9	N1°29'15"W	333.89

CURVE	DELTA	RADIUS	LENGTH
C1	58°27'34"	79.97	81.60
C2	58°27'24"	119.96	122.39
C3	93°06'15"	24.99	40.61
C4	19°28'13"	90.50	30.75
C5	17°36'32"	156.25	48.02



LEGEND

- CURB & GUTTER
- BOUNDARY LINE
- - - EASEMENT
- BUILDING
- SIDEWALK
- CONCRETE WALL
- EXISTING CURB & GUTTER
- EXISTING BOUNDARY LINE
- EXISTING BLOCK WALL
- EXISTING WROUGHT IRON FENCE
- PARKING LOT LIGHT
- PEDESTRIAN HAND RAIL
- FIRE LANE STRIPING SEE SHEET SP-2

KEYED NOTES

- 1 ACCESSIBLE PARKING PER ADA STANDARDS (1.0% MIN - 2.0% MAX SLOPE) AISLE "NO PARKING" LETTERING SHALL BE CAPITAL LETTERS AT LEAST 1" HIGH AND AT LEAST 2" WIDE, PLACED AT THE REAR OF THE PARKING SPACE SO AS TO BE CLOSE TO WHERE AN ADJACENT VEHICLE'S REAR TIRE WOULD BE PLACED (66-1-4.1.8 NMSA 1978)
- 2 CURB AND GUTTER PER COA STD DWG 2415A
- 3 6' PEDESTRIAN CROSSWALK
- 4 EXISTING CURB
- 5 PARKING LOT LIGHT (TYP)
- 6 EXISTING ISLAND
- 7 EXISTING GATE
- 8 BICYCLE RACK (15)
- 9 EXISTING DUMPSTER
- 10 EXISTING PYLON SIGN (TO BE REMOVED)
- 11 ACCESSIBLE RAMP
- 12 CONCRETE SIDEWALK
- 13 CONCRETE TRANSFORMER PAD
- 14 PLAYGROUND
- 15 CMU BLOCK WALL W/HANDRAIL
- 16 MOTORCYCLE PARKING W/SIGN (TYP)
- 17 NEW 5' SIDEWALK
- 18 ACCESSIBLE PARKING SIGN (TYP)
- 19 NOT USED
- 20 EXISTING WROUGHT IRON FENCE
- 21 EXISTING BLOCK WALL
- 22 BOUNDARY LINES
- 23 NEW DIGITAL SCHOOL SIGN
- 24 NEW 6' SIDEWALK
- 25 NEW 10' SIDEWALK
- 26 EXISTING RETAINING WALL TO BE REMOVED
- 27 PLANTER (TYP)
- 28 SHEET PILE RETAINING WALL
- 29 NEW RETAINING WALL
- 30 2' CURB CUT
- 31 PEDESTRIAN HAND RAIL
- 32 SIDEWALK CULVERT PER COA STD DWG 2236 (TYP)
- 33 NEW FIRE HYDRANT
- 34 FDC
- 35 SIGN "ONE WAY" R6-1
- 36 COMPACT CAR SPACE (12 TOTAL) SEE DETAIL SHEET SP-2
- 37 EXISTING CURB TO BE REMOVED
- 38 EXISTING ACCESSIBLE RAMP WITH DETECTABLE SURFACE
- 39 GUARD RAIL SEE SHEET SP-3 FOR DETAIL
- 40 "Do Not Enter" Signs

TRAFFIC CIRCULATION LAYOUT
 APPROVED
 M.A. P.E.
 7/22/2020

	ABO SCHOOL OF EXCELLENCE ADMINISTRATIVE AMENDMENT TRAFFIC CIRCULATION LAYOUT	DRAWN BY: pm DATE: 7-20-2020 DRAWING: 2019068-SP
	TERRA WEST, LLC 5571 MIDWAY PARK PL NE ALBUQUERQUE, NEW MEXICO 87109 (505) 858-3100 www.tierwestllc.com	SHEET # SP-1 JOB # 2019068

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 13201 Lomas Blvd NE

Zip 87112

Portion of Building Alteration/Repair

Use Classification Commercial Project

Bldg. Permit No. 201691547

Occupancy Group E

Type of Construction II-B

Land Use Zone C-2

Owner of Building Charter School Solutions

Address: 9335 W Sam Houston Pkwy S #200 Houston, TX 77099



By: Camille Cordova

Date: January 23, 2017

V Land Clark
Chief Building Official

IBC Code Year: 2009

POST IN A CONSPICUOUS PLACE

MAXIMUM OCCUPANT LOAD: 1882

Charter School Overview

Albuquerque School of Excellence (ASE) Charter School

Charter Agreement

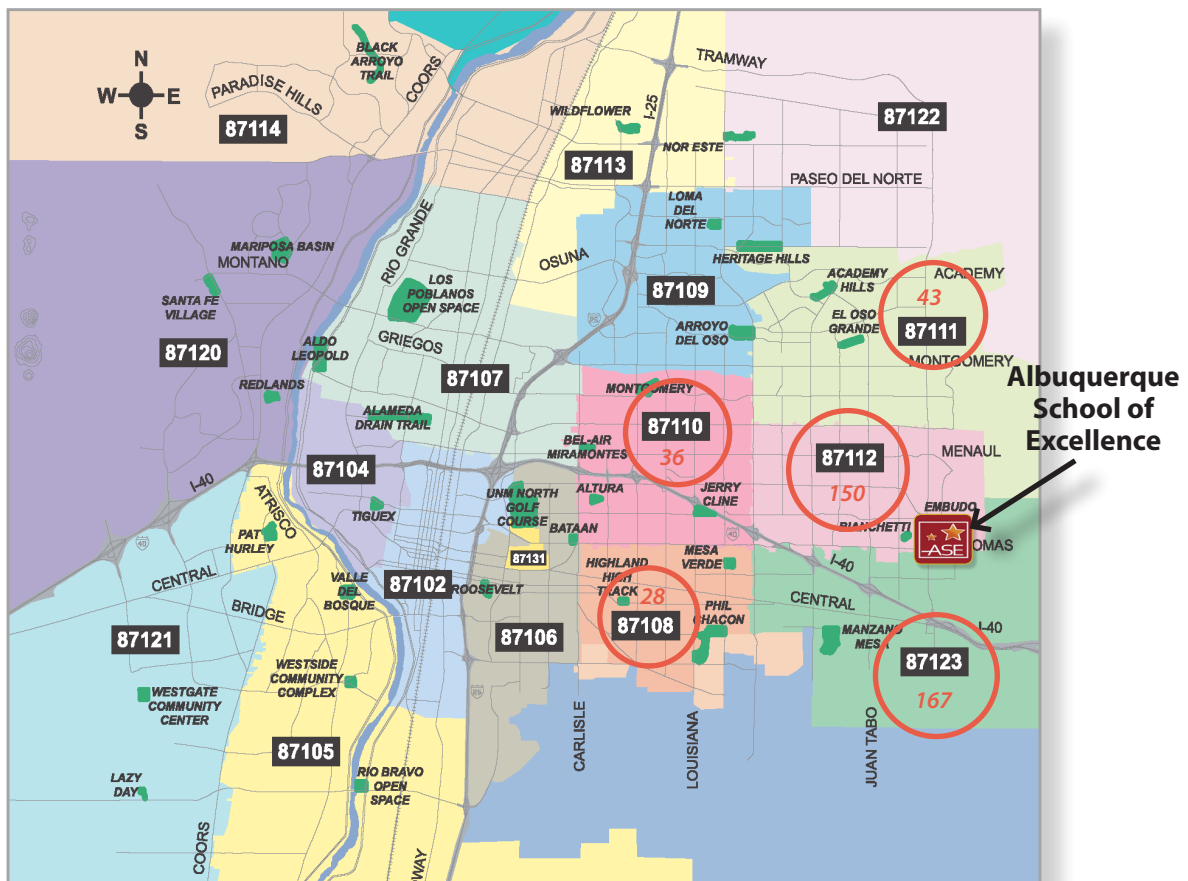
Albuquerque School of Excellence (ASE) Charter School was originally granted charter by the state in 2009, their first year of operation being 2010. The School's charter was renewed for a term of 5 years beginning July 1, 2015 through June 30, 2020.



Albuquerque School of Excellence Service Area

ASE is located on the Eastside of Albuquerque, New Mexico. It is within the Albuquerque Public School District. The ASE address is 13201 Lomas Blvd. NE, Albuquerque, NM 87112. While students in and out of the APS District may attend ASE, most of ASE students reside in the neighborhoods surrounding the school.

Approximately 85% of ASE students reside in the 87123 and 87112 zip code areas of Albuquerque. The remaining reside in the zipcodes near the school as shown on the map below. The total students from each zip code is located in red text. Zip codes with 20 or less ASE student residents are not shown.



Charter School Overview

Charter School Enrollment Cap

The School serves students from 1st to 12th grade. Their enrollment cap is 917. Their current campus does not support their enrollment cap and to meet it they would need to add an additional location.

Acknowledgement Statement of New Mexico Adequacy Standards

State wide Adequacy Standards NMAC 6.27.30

ASE is aware that they do not comply with all New Mexico Adequacy Standards (NMAS).

The areas where ASE does not meet NMAS include:

- Playfield - Below standards

- Parent work space - Do not have

Charter - Alternative School Statewide Adequacy Standard Variance

ASE uses alternative delivery methods to provide students with public school services that are not available within ASE facilities.

Table of Contents

SECTION 1: GOALS AND PROCESS

1.1 - Goals

1.1.1 - School Mission Statement

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Goals / Process



1.1 GOALS

1.1.1 School Mission and Vision Statements

Vision

The Albuquerque School of Excellence (ASE) is a college preparatory charter school focusing on math, science, and technology. The founders at ASE believe that excelling in math and science prepares youth to succeed in college and the 21st century workplace.

Mission

The mission of Albuquerque School of Excellence (ASE) is to provide a safe and collaborative environment which will cultivate the academic and social development for all students regardless of their socioeconomic status by emphasizing math, science, and technology for the purpose of students setting and meeting higher education goals.

The educational philosophy of ASE is that the school exists for the welfare and dignity of the child. Education at ASE is student-centered and each child is recognized as a unique individual with unique interests, needs, and abilities. ASE aims to develop responsive, productive, and civic-minded youth by inspiring them to follow their dreams while making the world a better place for themselves and others. ASE focuses on core knowledge and essential skills so that children may achieve the mastery upon which further learning will be built. The purpose of ASE is to foster productive attitudes toward work, family, and community. When students have a positive attitude toward school, their perception of "school" transforms.

Albuquerque School of Excellence's school model is rigorous (prepares students for college), relevant (reinforces math and science skills) and is underpinned by a tight web of relationships (a strong culture reinforced by teachers and parents). Student achievement/outcome is built on 3 core principles within the school model: a challenging math and science curriculum supported by theory; a focus on assessment; and a culture of constructive competition, discipline and parental engagement. ASE utilizes technology across all of these dimensions to reinforce its school model and curriculum.

Goals / Process

1.1.2 Educational Philosophy / Program of Instruction

ASE is a college preparatory charter school focusing on STEAM - Science, Technology, Engineering, Arts and Mathematics. The school's initial charter was in 2010 with grades 1st - 8th. The school reached 1st - 12th grades by 2014. The school was rechartered in 2015 and continues to have grades 1st - 12th.

There are a limited number of schools in Albuquerque that offer a comprehensive college preparatory program emphasizing mathematics, science, and technology. In many instances, there is a disconnection between elementary school and middle school or middle school and high school. Having a 1st through 12th program will provide an advantage to align curriculum at subject or grade level.

Albuquerque School of Excellence believes that focusing on an overall high academic achievement will include providing opportunities for individual skills and talents to develop to higher levels. This will inspire in students a lifelong love of learning and desire for self improvement and creativity.

ASE strives to lead each and every student to these accomplishments by using enhanced NM K-12 Curriculum Framework. The ESSA Act of 2016 will serve as a guideline in ASE's commitment to teach every student how to reach his or her fullest potential. As part of the ESSA Act, instruction at ASE is research based and evaluated frequently. Teacher development is a continual process, and special emphasis is given for the adequate yearly progress of each student.

Graduates of Albuquerque School of Excellence (ASE) will have the tools necessary to positively impact their communities as they pursue their personal and professional aspirations. ASE believes an effective and adequate education is necessary for the citizens of the future as it relies heavily on a multidimensional academic curriculum in which all core subjects will be blended together through various teaching methods while promoting the development of a strong character that supports and respects society.

Every effort will be made to humanize and personalize the environment in which students learn, and to maintain safe, friendly and wholesome atmosphere that encourages creative expression and a desire to acquire knowledge. The emphasis of the entire instructional program is aimed at meeting the individual needs of each student in order to allow children to develop to their fullest potential. The school strives to establish an atmosphere in which students develop abilities to generate new thoughts, to think analytically, to draw logical conclusions, and to express thoughts in written and verbal form. By instilling in the student's knowledge and appreciation of one's heritage as a member of the American community, as an American citizen, and as a member of a family, the school strives to make the student aware of accountability to oneself and to others.

Goals / Process

Since adolescents thrive in an environment of diversity, ASE strives to create a diverse learning environment. Diversity is not only a motivating factor, but also an essential element in a well-rounded education. It serves as a key to success in our diverse American society, institutions of higher learning, and inter-connected global economy.

Each and every student at ASE is regarded as a unique, valuable, and vital member of the school community. Individual attention in the form of one-on-one tutorial, intensive counseling, and individualized goals is the key to motivating our students. Cooperation with area universities is an effective means toward enhancing the effectiveness of our tutorial system. ASE is using a variety of teaching methods to ensure learning for all students regardless of race, gender, or socioeconomic background.

Multi-cultural aspects are also integrated into the ASE curricula; not just through geography and foreign language, but within each of our subject areas. ASE students are encouraged to make additional contacts with other cultures by participating in local, national and International Academic and cultural competitions.

ASE provides an environment where families, teachers, and students communicate on a regular basis, in order to optimize the students' educational opportunities in addition to activities that contribute to the complete personal and social development and personal esteem, such as recreation, athletics and co-curricular and/or extracurricular activities. Learning and applying Science, Math, and Technology through projects that are linked to community and family is the means by which students experience personal academic success and emotional growth. ASE believes that leading by example is the best way to inspire change. Through the development of a school with challenging standards of academic excellence, which results in higher achievement scores; through the inclusion of all students regardless of racial, ethnic background, language barriers, educational classifications, or socioeconomic status; and through the demonstrated satisfaction of students and families alike, the impetus for change in the region public schools will be realized.

The educational philosophy and specialized mission of ASE is geared toward fostering an entrepreneurial spirit that will create a productive educational community. The flexible curriculum allows a successful implementation and evaluation of a Character Education program on campus. The small number of students and a small sized campus is enabling the administration to implement a firm discipline policy, provide supervision on campus, and avoid circumstances that jeopardize safety by applying measures to take certain precautions in an unlikely emergency situation.

One of the priorities in schools today is the safety of students. Parents are looking for a small campus where they can leave their children in a safe and nurturing environment. While the proposed communities at large are suffering in both the short and long run from the violence and instability that may occur in and around large schools, ASE is committed to standing against any and all threats by forming a safe campus environment through ongoing

Goals / Process

monitoring and supplemental supervision for the students. As a small sized campus, ASE has the secure and conducive learning environment that parents look for.

There is a need for strong parent/teacher/student relationships. We strongly believe that establishing a positive relationship with students' families is an important tool in school reform, particularly in low-income, urban districts where educators traditionally struggle to build parent involvement. Faculty and administrators of Albuquerque School of Excellence is conducting periodic home visits for all students. Home visits help establish rapport between parents and teachers. During home visits, teachers discuss student progress, school programs and planning; and parents provide invaluable feedback and input; thus students improve both academically and socially. Home visits are an integral part of ASE's educational program and ASE believes that home visits are contributing greatly to our students' success.

There is a serious need for instilling moral values in students at our schools. ASE is implementing a campus-wide Character Education Program that is helping our students build unshakable character and the personal and professional skills needed for future leadership. Students at ASE are encouraged to take responsibility for their actions, seek role models and develop into good citizens with high ethical and moral values. Parents are regularly informed about the Character Education Program to ensure that they will also be involved in our effort in inspiring good behavior in our future leaders. Students are also meeting and interacting with professionals during Career Days and developing an early inclination toward success for their future aspirations.

Integration of technology into various curricula has been an ambitious goal in schools. ASE is serving as a unique school in the region where technology is widely and scientifically used as a student oriented learning tool.

Students in ASE will benefit from being taught the significance of giving back to community. Parents and students are actively involved in the community service program at ASE. The demand for professionals with a strong math, science and technology background outpaces many other non-technical careers. Attracting young people to attend high schools, and giving them the motivation to pursue their academic goals in a college by preparing them for higher education is one of the aims of ASE.

Most middle and high school students are not aware of the opportunities to compete in global math and science competitions (i.e., science and math Olympiads). ASE is raising students' awareness and beginning the process of guiding them toward developing skills and the desire to compete at the highest level. Students in middle and high school are introduced to research methods. ASE students are asked to complete a science project every year. This research effort serves as an enrichment activity, a family experience, an early start to academic work, an opportunity to develop a portfolio, a reference for the best colleges, and a way to establish connections with universities. Students have the opportunity to work on advanced projects under the supervision of college professors and students. Students need and can greatly benefit from this type of exposure.

Goals / Process

1.1.3 Serving the Community

ASE students are encouraged to make contacts with other cultures beyond their own personal backgrounds through local interactions, and national/international academic and cultural competitions. ASE offers unique cultural exchange opportunities internationally. Many of the school's staff are from internationally diverse backgrounds. ASE also partners with the Harmony Public Schools which has strong Turkish / International connections. The school prides itself on respect for all cultures and the strong connections made between its faculty, the community and its students.

1.2 PROCESS

1.2.1 Data Gathering and Analysis

The ASE Governing Board commissioned the development of this 5 Year Facilities Master Plan (FMP) / Educational specification to serve as a reference and guide for Albuquerque School of Excellence Charter School.

It is recommended that this plan be reviewed yearly and modified as necessary to reflect the direction and accomplishments of ASE. It is the responsibility of ASE to review and revise the content of this FMP / Educational specification a minimum of every 5 years.

Data Gathering

This document is based on data obtained through in depth interviews with the ASE Director, staff, faculty, Governing Council members, and visual assessments of the ASE facilities.

Participatory process

The following page lists all of the meetings and agendas in the FMP/ED Specification process. Refer to section 5.5 - Appendix for sign in sheets, agendas and presentations of each meeting.

Goals / Process

Participants	Meeting Description	Location	Date
ASE Core FMP Committee	Strategic Planning Mtg.: Review PSFA concerns; Establish FMP Process & Schedule; Establish Roles & Responsibilities & Decision Making Process; Establish Committees; Discuss FMP Goals; District Issues, Concerns & Needs		4-May-17
ASE Maintenance	Review FAD & FMAR Reports		18-May-17
Greer Stafford	Department Interview		
Greer Stafford	Site Assessments / Principal Interviews		
ASE Core FMP Committee	Interviews Data; Review 1st FMP Advisory Committee Agenda; Discuss FMP Goals; District Issues, Concerns & Needs		29-Jun-17
ASE Maintenance	Finalize FAD & FMAR Reports		27-Jul-17
ASE Governing Council	Review of FMP Process and committees		21-Oct-17
1st FMP Advisory Committee	Review & Discuss FMP Process & Schedule; Present Data & District Background Info; Input on FMP Goals, Issues, Concerns & Needs		3-Nov-17
ASE Core FMP Committee	Review Data; Review 1st FMP Advisory Committee input; Discuss & Develop Priorities & Options; Develop Agenda for 3rd Advisory Committee Mtg		3-Nov-17
ASE Core FMP Committee	Advisory Committee presentation; Discuss FMP Goals; District Issues, Concerns, Needs, Priorities & Options; Develop District Priorities & Options; Develop Agenda for 3rd Advisory Committee Mtg		3-Nov-17
2nd FMP Advisory Committee	Review Data & District Background Info; Discuss & Input on FMP Priorities & Options		1-Dec-17
ASE Core FMP Committee	Review 2nd FMP Advisory Mtg input. Refine District Options & Priorities; Discuss 3rd FMP Advisory mtg.		1-Dec-17
ASE Core FMP Committee	presentation; Refine District Priorities, Options, Recommendations & Capital Plan		1-Dec-17
3rd FMP Advisory Committee	Review & Discuss Data, District Priorities, Options, Capital Plan & Recommendations; Provide Input on District Priorities, Options, Capital Plan & Recommendations		13-Jan-18
ASE Core FMP Committee	Review 3rd FMP Advisory Committee Input; Discuss and Finalize District Priorities; Options, Capital Plan and Recommendations; Develop Agenda for School Board FMP Review		13-Jan-18
ASE Core FMP Committee	Review School Board FMP presentation for District Priorities, Capital Plan and Recommendations.		13-Jan-18
Governing Council Review	Review of District Priorities, Capital Plan and Recommendations.		13-Jan-18
Governing Council Adoption	Adopt FMP		19-Mar-18

Goals / Process

ASE Governing Board Adoption

The ASE Governing Board adopted the FMP/Educational Specification on March 19, 2018.

ASE Staff and Faculty Participants

Ebubekir Orsun - Principal
Kris DelCurto - Dean of Elementary
Terry Norcross
Leslee Landarazo

PSFA Representatives

John Valdez, Master Planner / PSFA

Planning Professional



Marilyn Strube, Head Planner
Gabriela Ochoa, Planner
Alyssa Metoyer, Intern
Jacqueline Zamora, Intern

1.3 ACRONYMS & DEFINITIONS

ADA - Americans with Disabilities Act

ASE - Albuquerque School of Excellence

Building Efficiency – the ratio of net assignable square feet to gross square feet (NASF/GSF)

BBER – University of New Mexico Bureau of Business and Economic Research

CIP – Capital Improvement Project

ES – Elementary School

ESL – English as a second language

FAD – Facility Assessment Database

FCI – Facility Condition Index (see NMCI), a ratio of facility value to cost of improvements

FMAR - Facilities Maintenance Assessment Rankings

FMP – Facilities Master Plan

GIS – Geographic information system

GSF – Gross square feet, or the sum of net assignable square feet plus all other building areas that are not assignable. This “left over” area is called “tare.” Tare includes areas such as hallways, mechanical areas, restrooms, and the area of interior and exterior walls.

HS – High school

HVAC – Heating, ventilation and air conditioning

IEP – Individualized Education Plan

IT – Information technology

K – Kindergarten

MEC – Materials, equipment and commodities

MS – Middle school

NASF – Net assignable square feet, or the total of all assignable areas in square feet

NMAS – New Mexico Adequacy Standards

NMCI – New Mexico Condition Index (see FCI)

Pre-K – Pre-Kindergarten

PE – Physical Education

PED – New Mexico Public Education Department

PSCOC – Public School Capital Outlay Council

PSFA – Public School Facilities Authority

PTO – Parent Teacher Organization

PTR – Pupil/teacher ratio

SPed – Special Education

STARS – Student Teacher Accountability Reporting System

STEM – Science, Technology, Engineering, Math

STEAM – Science, Technology, Engineering, Arts, Math

TPC – Total project cost, or the total cost of the project including fees, moveable equipment, land acquisition

(if any), administration, and contingencies

Existing and Projected Conditions

2.1 PROGRAMS AND DELIVERY METHODS

2.1.1 Programs Overview

ASE meets all requirements for graduation from NM Public Education Department. The school focuses its curriculum on STEAM: Science, Technology, Engineering, Arts and Mathematics.

Shared /Joint use facilities

ASE does not share or have joint use facilities with other educational or public facilities.

Organization

ASE student body consists of grades 1st - 12th and is organized according to grade level. The number of classes in 2017 per grade level are:

2017-18 # Teachers	Grade Level
2	1st Grade
2	2nd Grade
2	3rd Grade
2	4th Grade
2	5th Grade

2017-18 # Teachers	Subjects 6th-12th Grade
3	Language Arts
4	Math
3	Science
3	Social Studies
2	Foreign language
2	Physical Education
1	Art
1	Computer/IT

Alternative Methods of Instruction

ASE offers traditional instruction schedules and traditional classroom instruction.

Schedule

1st - 5th grade classes begin at 7:40 AM; dismissal is at 2:50 PM; 6th grade classes begin at 8:30 AM and dismissal is at 2:50 PM; 7th - 12th grade classes begin at 7:38 AM and dismissal is at 2:50 PM. The 1st - 6th grade school year has a few more days per NM PED requirements.

Lunch Times		
Schedule	Cafeteria	Grade
Monday-Thursday	12:03pm-12:33pm	6th-12th
Monday-Thursday	12:36pm-1:06pm	1st-5th
Fridays	11:15am-11:45am	1st-5th
Fridays	11:48am-12:18pm	6th-12th

Existing and Projected Conditions

Special Curricular Programming

In keeping with its mission as a STEAM focused school the school offers college prep specialized STEAM instruction at all grade levels that includes robotics, 3D printing, web design and digital arts.

Special Education

ASE offers Special Education for all students. SPED is an important part of the ASE community. The School offers inclusion and special pullout instruction for all students that qualify.

Technology Instruction

ASE classrooms are equipped with desktop computers, projectors and white boards. Students also have access to 260 Chrome books. The School has 3 dedicated computer labs, 3 science classrooms, a robotics lab and a 3D printer lab.

Physical Education

ASE recently renovated their facility to include a new gymnasium. ASE students participate in Physical Education (PE) at least once per week at elementary school and must enroll in PE at the MS and HS levels which are consistent with New Mexico Public Education Department (PED) PE Standards. ASE playground is located in the parking lot, north of the front entrance. The school does not have a playfield or outdoor play areas at this time, but would like to build outdoor play areas behind their existing facility.



ASE Gymnasium



ASE Playground



Potential Playfield Buildout Area

General Use Classrooms

ASE classrooms are in good condition but are slightly smaller than NMAS recommend.

Food Services

The school has two small cafeterias on site, one for elementary and one for secondary students. ASE contracts all food services from Canteen.

Extra Curricular Activities

The school has athletic events for girls and boys basketball and girls volley ball.

Existing and Projected Conditions

2.2 PROPOSED ENROLLMENT

2.2.1 Phased Enrollment

The enrollment maximum capacity for Albuquerque School of Excellence is 917 1st – 5th grade students as set forth in its original charter. The existing ASE facility has a capacity of approximately 650. The following chart shows the school's historic enrollment.

Grade Levels	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
1st	23	21	19	18	18	18	33
2nd	21	21	25	24	25	22	34
3rd	23	24	23	21	26	25	25
4th	24	24	23	24	25	25	46
5th	41	47	41	24	26	24	51
6th	40	68	66	52	47	50	68
7th	20	49	56	55	52	50	43
8th	22	21	35	46	50	47	43
9th		17	17	17	13	28	37
10th			11	12	17	10	27
11th				7	3	11	9
12th					7	3	11
TOTAL	214	292	316	300	302	313	427

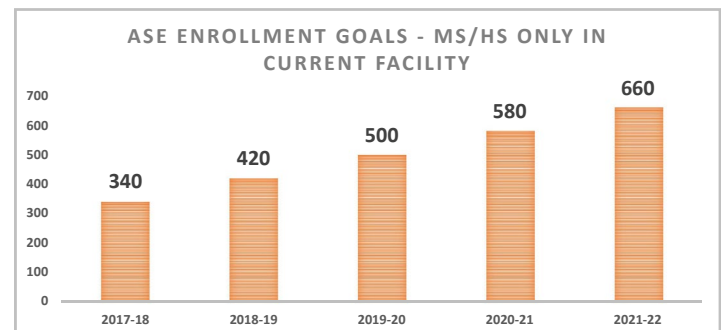
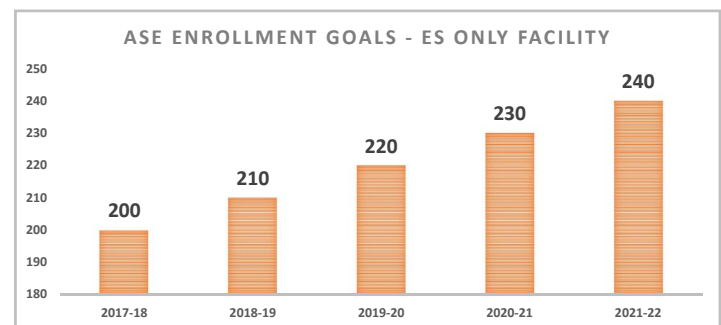
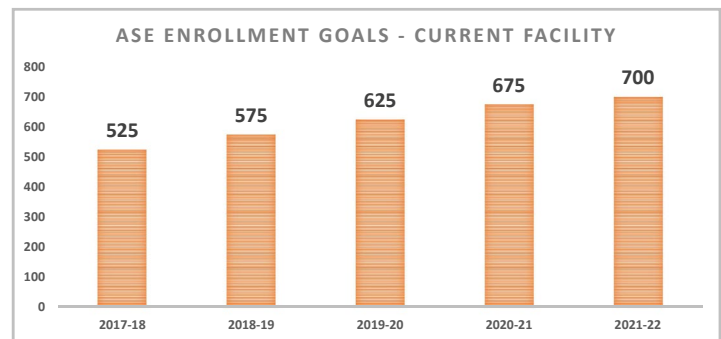
Projected Enrollment

ASE's enrollment cap is 917. The existing facility has a capacity of approximately 650. The school hopes to increase enrollment to reach 675-700 enrollment in the next 5 years. The top graph, on the right, shows ASE Enrollment in the current facility.

The graphs that follow show the enrollment goals as though the elementary and secondary schools were in separate facilities. Since the proposed facility for the elementary school does not exist at this time, ASE set it's own capacity for the elementary school of 240. The secondary school will continue to be housed in the existing, current facility with a cap of 650. Together these figures come close to meeting the charters cap of 917.

2.2.2 Classroom Loading Policy

ASE meets all requirements from NMPED for classroom loading. The school's preferred class size is lower than NMPED requirements at all grade levels. The table in the following page shows the Pupil to Teach Ratio for ASE's current configuration within in one facility.



Existing and Projected Conditions

ASE Pupil Teacher Ratios

Grade	2016-17 Enrollment	2016-17 # of ASE Charter Grade Level Classrooms	PED PTR	2016-17 ASE Charter PTR w/ Existing Classrooms
1st Grade:	33	2	22	16.50
2nd Grade:	34	2	22	17.00
3rd Grade:	25	2	22	12.50
4th Grade:	46	2	24	23.00
5th Grade:	51	2	24	25.50
6th Grade:	68	3	24	22.67
7th Grade:	43	3	27	14.33
8th Grade:	43	3	27	14.33
9th Grade:	37	3	30	12.33
10th Grade:	27	2	30	13.50
11th Grade:	9	2	30	4.50
12th Grade:	11	2	30	5.50
TOTAL:	427	28	26	15.14
# of Support Classrooms:		8		

ASE will continue to meet the NMPED requirements for Classroom loading if and when they separate their elementary and secondary schools into two facilities. This is shown in the tables below.

ASE Pupil Teacher Ratios - Projected

Grade	Projected Enrollment	Projected # of ASE Charter Grade Level Classrooms	PED PTR	ASE ES Charter PTR w/ Projected Classrooms
1st Grade:	48	3	22	16
2nd Grade:	48	3	22	16
3rd Grade:	48	3	22	16
4th Grade:	48	3	24	16
5th Grade:	48	3	24	16
TOTAL:	240	15	23	16

Grade	Projected Enrollment	Projected # of ASE Charter Grade Level Classrooms	PED PTR	ASE MS/HS Charter PTR w/ Projected Classrooms
6th Grade:	93	4	24	23.25
7th Grade:	94	4	27	23.50
8th Grade:	95	4	27	23.75
9th Grade:	96	4	30	24.00
10th Grade:	96	4	30	24.00
11th Grade:	88	3	30	29.33
12th Grade:	88	3	30	29.33
TOTAL:	650	26	28	25.31

Existing and Projected Conditions

2.2.3 Classroom Needs

Currently ASE facilities are well utilized for their current enrollment. The school is on track to increase its enrollment to approximately 600 by the 2018-19 school year, which will match the functional capacity for the current grade configuration. ASE does not anticipate adding or reducing the amount of classrooms to the existing facilities due to the increase in student enrollment.

ASE is on track to have two separate schools, an elementary school for approximately 240 1st - 5th graders and a middle / high school for approximately 650 6th - 12th graders, in approximately 5 years. The elementary school will be housed in a new facility and the 6th - 12th grade students will remain in the existing facilities. This re-configuration will put ASE close to its charter capacity of 917.

The existing ASE facility has 34 instructional spaces serving the needs of its 1st - 12th grade students. The re-configuration would result in an elementary school consisting of approximately 20 instructional spaces and a middle / high school consisting of 34 instructional spaces.

Refer to the two following Program of Spaces for Educational Specifications and Program Statement spreadsheets for an itemized list of instructional and support spaces identified for both the new elementary and middle/high schools.

Existing and Projected Conditions

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Proposed ASE Elementary School

240 1st - 5th Grades

Please refer to the notes below for a description of each column

[illegible]

SECTION

2

Existing and Projected Conditions

PROGRAM OF SPACES BASED ON EDUCATIONAL SPECIFICATIONS												Comments
RM #	Room Description	# of Existing Spaces Provided	Maximum # of Students Served per Existing Space	# of Existing Students Served per Space	Project Total Existing NSF per Space	NSF per Student per Space	NM A.S. Min. NSF per Space / Area	NSF Above / below Min. NM A.S. per Space / Area	100% School Funded NSF	Total NSF per Space / Area	SubTotal of Area	
210	Computer Lab	1	28	22	814	0	756	58	814	814		
211	Computer Lab	1	26	22	721	0	756	-35	721	721		
302	Science Lab	1	28	0	1,540	0	756	784	1,540	1,540		
317	Art	1	22	22	618	0	756	-138	618	618		
308	Robotics Lab	1	28	22	836	0	756	80	836	836		
SPECIAL USE CLRMS:		5	132	88	4,529		3,780	749	4,529	4,529	4,529	
	Lockers	1		0	246	0	600	-354	246	246		
	Lockers	1		0	246	0	600	-354	246	246		
246	Gymnasium	1	28	27	7,262	0	10,400	-3,138	7,262	7,262		
PHYSICAL EDUCATION:		3	28	27	7,754	0	11,600	-3,846	7,754	7,754	7,754	
319	Library	1			1,149		1,950	-801	1,149	1,149		
LIBRARY/MEDIA CENTER:		1			1,149		1,950	-801	1,149	1,149	1,149	
217	Cafeteria	1			3,269		1,625	1,644	3,269	3,269		
120	Cafeteria	1			2,288		1,625	663	2,288	2,288		
FOOD SERVICE:		2	0	0	5,557		3,250	2,307	5,557	5,557	5,557	
		1			0		0	0	0	0		
PARENT WORK ROOM:		1	0	0	0		0	0	0	0	0	
300	Principal	1	0	0	602		600	2	602	602		
101	Lobby	1	0	0	464		525	-61	464	464		
12	Reception	1	0	0	149		0	149	149	149		
11	Office	1	0	0	116		0	116	116	116		
10	Office	1	0	0	129		0	129	129	129		
9	Office	1	0	0	166		0	166	166	166		
8	Office	1	0	0	124		0	124	124	124		
7	Office	1	0	0	150		0	150	150	150		
ADMIN:		8	0	0	1,900		1,125	775	1,900	1,900	1,900	
310	Office	1	0	0	496		650	-154	496	496		
HEALTH:		1	0	0	496		650	-154	496	496	496	
108	Lounge	1			644	0	650	-6	644	644		
17	Board Room	1			302	0	0	302	302	302		
TEACHER WORKROOM/LOUNGE:		1	0	0	644		650	-6	644	644	644	

Existing and Projected Conditions

PROGRAM OF SPACES BASED ON EDUCATIONAL SPECIFICATIONS												Comments
RM #	Room Description	# of Existing Spaces Provided	Maximum # of Students Served per Existing Space	# of Existing Students Served per Space	Project Total Existing NSF per Space	NSF per Student per Space	NM A.S. Min. NSF per Space / Area	NSF Above / below Min. NM A.S. per Space / Area	100% School Funded NSF	Total NSF per Space / Area	SubTotal of Area	
1	Storage	1			105		105	0	105	105		
2	Storage	1			149		149	0	149	149		
3	Storage	1			137		137	0	137	137		
4	Storage	1			133		133	0	133	133		
5	Storage	1			61		0	61	61	61		
6	Storage	1			66		0	66	66	66		
13	Storage	1			216		0	216	216	216		
14	Storage	1			121		0	121	121	121		
15	Storage	1			83		0	83	83	83		
16	Storage	1			79		79	0	79	79		
18	Storage	1			145		0	145	145	145		
19	Storage	1			145		0	145	145	145		
GENERAL STORAGE:		12	0	0	1,440		603	837	1,440	1,440	1,440	
	Corridors: 17%	1			9,590					9,590		
	Toilets: 3%	1			1,692					1,692		
	Mech, Electrical, Janitors Closets:2%	1			1,128					1,128		
	Walls: 8%	1			4,513					4,513		
TARE:		4			16,924					16,924	16,924	
TOTALS		62	739	650	41,309		44,179	-2,870	41,309	41,309	41,309	
TARE @ 30%		0			15,104		18,934	-1,230	15,104	15,104		
TOTAL GSF		62	739	650	56,413	87	63,113	-4,100	56,413	56,413		
NM A.S. Recommended SF: 650 x 161						104,892						

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Existing and Projected Conditions

2.3 SITE AND FACILITIES

2.3.1 Location / Site

Albuquerque School of Excellence (ASE) is located at 13201 Lomas Blvd. NE, Albuquerque, New Mexico, 87112. ASE is a State Charter school located within the Albuquerque Public School District. The map below indicates the location of ASE within the Albuquerque Public School District.

ASE has occupied the location on Lomas since 2010. The building was an Albertson's Supermarket prior to ASE occupation. ASE has leased the building since 2010. Initially, the school leased 24,652 square feet until 2015 when it was able to lease the entire facility of 55,000 square feet.

The school was leasing the facility from Solidarity Construction, a Houston based general contractor. In compliance with HB-283 which states that all charter schools must be housed in public facilities, ASE leases the facility from the not for profit Charter School Solutions which owns the building and land. Charter School Solutions entered into a lease purchase agreement with ASE in 2017.

ASE would like to move their elementary population to a separate facility, preferably nearby. At this time, ASE does not have a facility in mind but does intend to find one within the life of this FMP/Ed Spec.

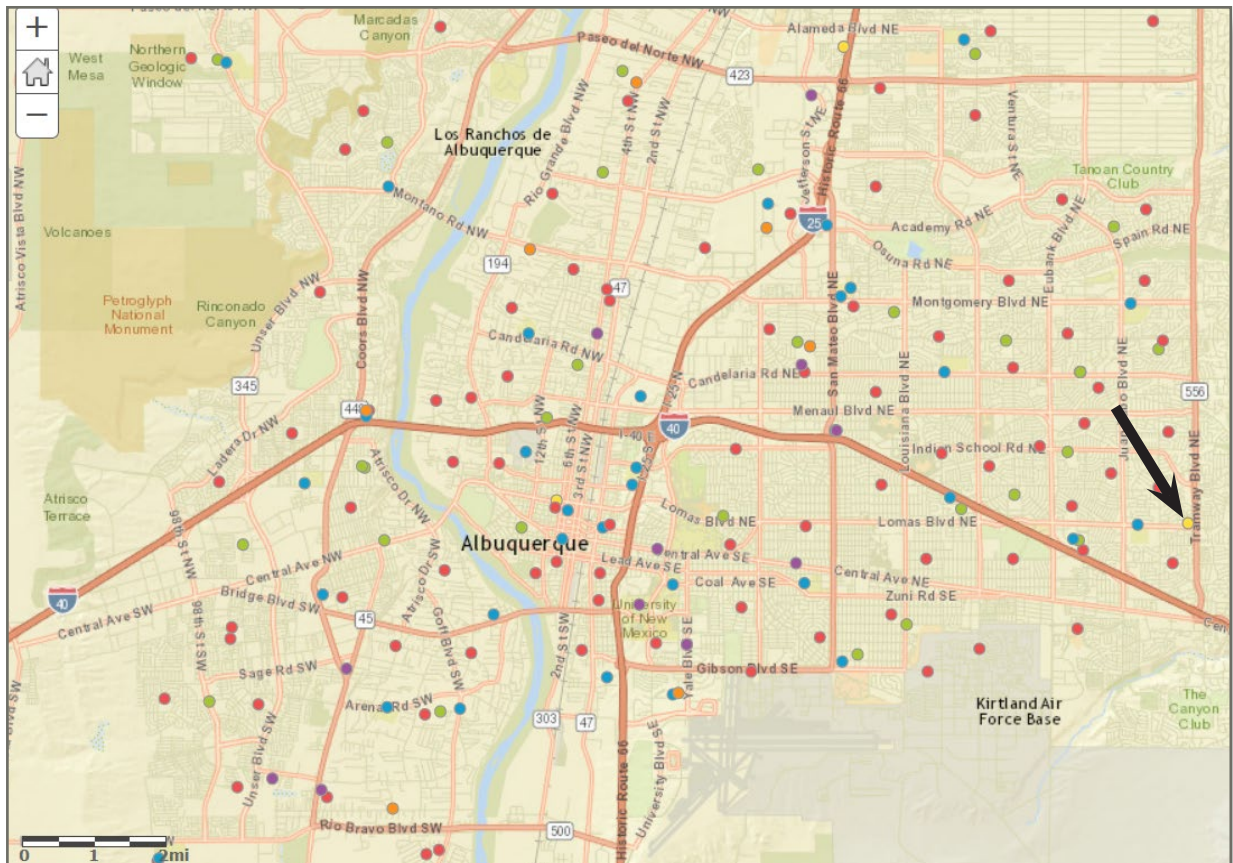


Image Source: PSFA GIS Map

Existing and Projected Conditions

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Existing and Projected Conditions

ASE Aerial

The aerial below depicts a satellite image of ASE location. The ASE site is surrounded by housing on the far eastern area of Albuquerque. The nearest schools include; Chelwood ES, Apache ES and Manzano HS.

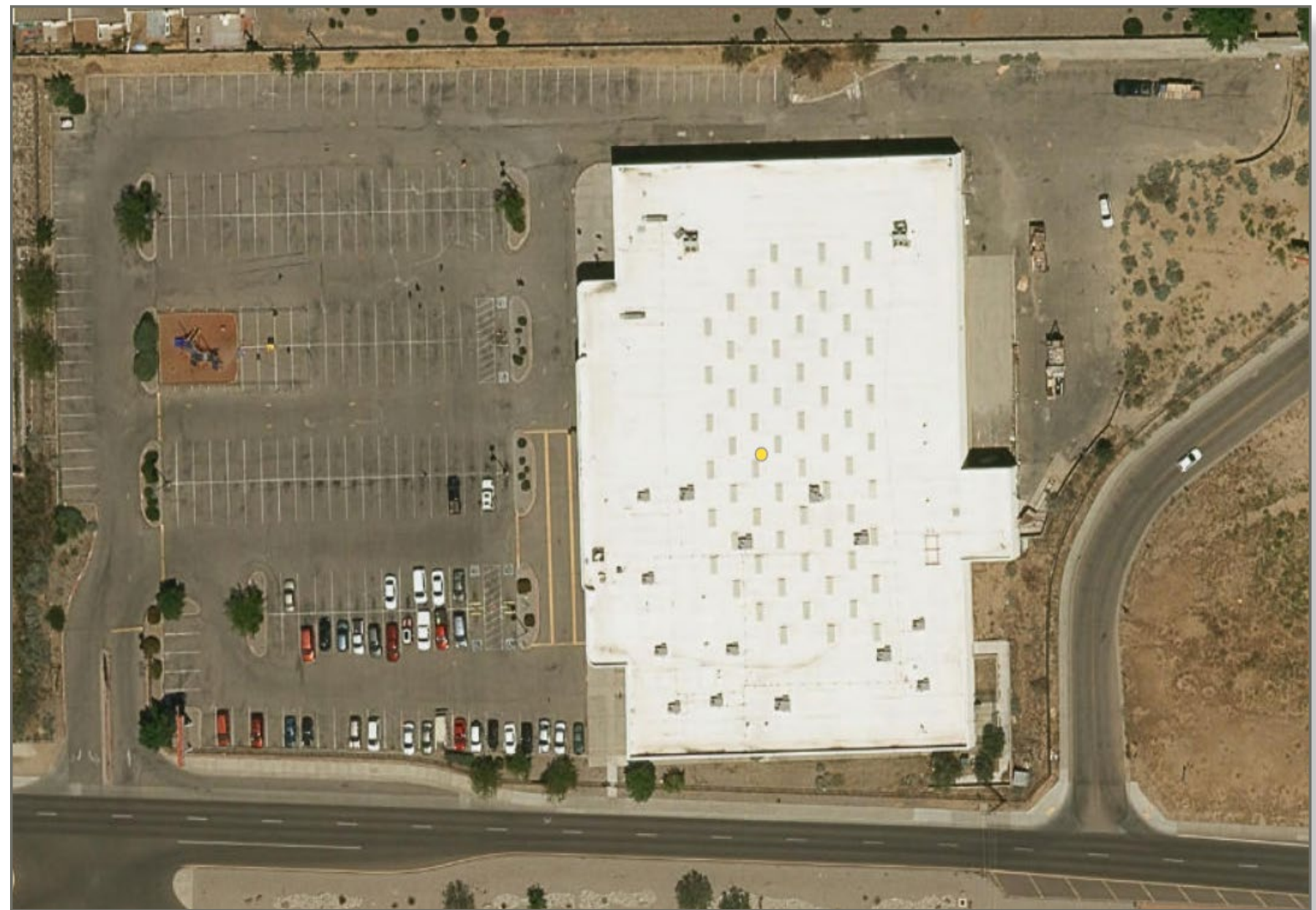
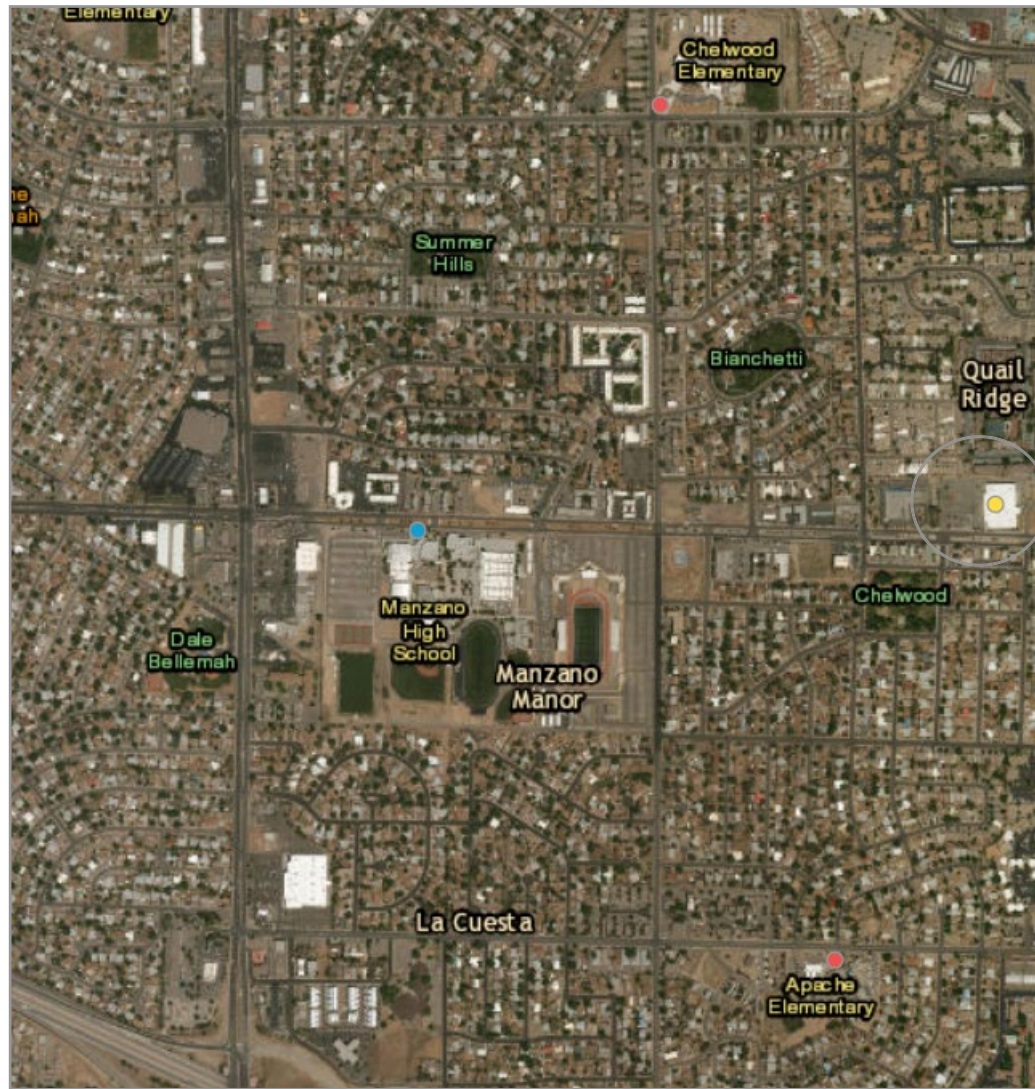


Image Source: Google Maps

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Existing and Projected Conditions

2.3.2 Facility Evaluation

FAD Executive Summary Report

Below is the ASE FAD executive summary report. The entire ASE FAD and the FAD with updates by Greer-Stafford Architecture is located in the Appendix of this document.

Facility Description

The Albuquerque School of Excellence (ASE) is located at 13201 Lomas Blvd. NE, Albuquerque, NM 87112. The school is chartered through the State of New Mexico. There is a single one story building on the school campus. There are no portable buildings on the campus. Occupancy is 1 thru 9th grades. The building was originally constructed in 1995 as a grocery store. In 2010 a portion of the 55,000 GSF building was renovated into the ASE. The remaining portion of the building remains as storage for a grocery store.

Site: The site is approximately 5.04 acres. The parking capacity is 236 (6 handicap spaces) and is sufficient. Concrete sidewalks are in good condition and pose no tripping hazard. There is a landscaped area at the perimeter of the site. The site drainage is generally good.

Structural / Exterior Closure: The building has a concrete slab on grade, footings, foundation system. The exterior walls are CMU and show no signs of settlement or damage. The main structure is steel columns and beams, with steel joists and a metal roof deck. The roof is a TPO roofing system. There appears to be some small leaks in the building. Exterior doors are typically Aluminum storefront at the main entry and hollow metal at exit doors. Exterior glazing is double glazed.

Interiors: Partition walls are metal studs with painted . The interior finishes are generally in good condition. Most ceilings are 2 X 4 suspended acoustic laying ceiling system. Flooring is VCT in hallways, and wet areas; and carpet in classrooms. Interior doors are generally solid wood non-rated.

Mechanical / Plumbing: Heating and cooling is provided by roof- top packaged combination units; gas heat, electric refrigerated air. There are roof mounted exhaust fans. Fresh air make up air and exhaust is adequate. Plumbing systems are in good condition. The plumbing fixtures were installed in 2010 , but the main sewer lines and main water supply line goes back to 1995.

Electrical: The electrical system is fed from a pad mounted transformer that delivers 277/480 volt 3 phase service . Lighting is fluorescent and illumination is generally adequate. Emergency signs are operable. The school does not have an emergency generator. The school has an intercom system thru the phone system. The school has data ports, and wifi.

Fire Protection / Life Safety Systems / Accessibility: The fire alarm system consists of audible annunciators. The system is activated by a central station and there are smoke and heat sensors throughout. There are pull stations and the system is monitored. There is an automatic Fire Sprinkler system. There is a security system. The facility is handicap compliant.

Existing and Projected Conditions

2.4 UTILIZATION ANALYSIS

School utilization and capacity are not stationary numbers; they can change from year to year depending on the educational programs available at the school, the pupil/teacher ratio (PTR) or class size, scheduling, and special needs of the students. For these reasons, it is recommended that the utilization and capacity of the facilities be reviewed annually and updated as necessary to realize the most effective use of the buildings and to enable the school to effectively plan for the future.

2.4.1 Special Factors that Influence Facility Use

To get an overall picture of the utilization of a school it is important to take a look at how the instructional spaces are being utilized and the different factors that can influence their use. These factors include the Pupil Teacher Ratios (PTRs) and special programs. The analysis and identification of these factors will help determine their impact on the facility use of spaces.

Pupil to Teacher Ratio (PTR)

The Pupil Teacher Ratios (PTRs), determined by the New Mexico Public Education Department (PED), indicates the maximum number of students that should be assigned to each teacher in a classroom. A school's average PTR is based on PED's Pupil to Teacher Ratio by grade level. It is important to consider this factor since it can influence the number of teachers and classrooms required for a given facility. The following table shows the allowable PTR by grade level from PED:

Pre - K	8 - 12 with aides
Kindergarten	15 without an aide; 20 with an aide
1st - 3rd	22
4th - 6th	24
7th - 8th	Max English class size; 27 or 150 / teacher / day
9th - 12th	Max English class size: 30 or 150 / teacher / day

The table on the right compares the school PTR to the PED's allowable PTR by each grade. The fifth column of the table shows the PTRs of each grade in the school based on the total current enrollment divided by the total number of assigned classrooms/teachers. The fourth column shows the allowable PED PTR based on the grade as shown in the previous table.

ASE Pupil Teacher Ratios

Grade	2016-17 Enrollment	2016-17 # of ASE Charter Grade Level Classrooms	PED PTR	2016-17 ASE Charter PTR w/ Existing Classrooms
1st Grade:	33	2	22	16.50
2nd Grade:	34	2	22	17.00
3rd Grade:	25	2	22	12.50
4th Grade:	46	2	24	23.00
5th Grade:	51	2	24	25.50
6th Grade:	68	3	24	22.67
7th Grade:	43	3	27	14.33
8th Grade:	43	3	27	14.33
9th Grade:	37	3	30	12.33
10th Grade:	27	2	30	13.50
11th Grade:	9	2	30	4.50
12th Grade:	11	2	30	5.50
TOTAL:	427	28	26	15.14

Existing and Projected Conditions

ASE has an average PTR of 15.14 based on its current enrollment and the number of assigned classrooms/teachers. By taking a look at each grade, only the 5th grade has a PTR that is higher than the PED PTR, while the 4th and 6th grades are close to their PED PTR. The grades that have the lowest PTR are 11th and 12th.

Special Education Spaces

The Special Education (SPED) program must be reviewed whenever determining the capacity and utilization of facilities. It is important to understand the impact that Special Education has on each school. The following table to the right identifies the total number of special education students of all levels that the school serves. The last two columns identify only the number of students at ASE that are eligible to receive C and D levels of special education instruction but do not include A and B levels, gifted and pre-school. The percentage of students identified to receive C and D levels of special education instruction at ASE is 4% of the total student population.

SPED Enrollment Comparisons

School	2016-17 Enrollment	Special Ed Enrollment	Special Ed as % of Total	C and D Levels	C & D levels as % of Total
Albuquerque School of Excellence	427	57	13%	19	4%
SCHOOL TOTALS:	427	57	13%	19	4%

Facility Capacity

It is important to identify the capacity of a school facility to be able to determine if the size of the facility is in alignment with the student enrollment. Once a capacity for a school has been identified it is easy to determine if a school is being utilized to its optimum potential or if there is room for improvement.

The methodology used to determine facility capacity can be slightly different for each school type due to their educational programs and use of facilities. For this FMP/Ed Spec, capacities were analyzed using three different capacity calculation methods to provide a comprehensive look at school capacities; the first is Maximum Facility Capacity which is based in the number of instructional spaces without considering educational programs; the second method is Functional Facility Capacity which is based on the number of instructional spaces and educational programming of the school; and the third method is Instructional Space Capacity which is based on the number of instructional spaces at the school and is used as a benchmark. All three capacity analyses are based on existing facilities.

Maximum Facility Capacity

This capacity is the sum of the maximum number of students that can be assigned to each classroom/ instructional space of a school facility. The maximum number of students that can be assigned to each instructional space including classrooms, gymnasiums, and computer labs is based upon the PED standard for PTR or the New Mexico State Adequacy Standards (NMAS) for minimum square feet required per student, whichever is more restrictive. When calculating Maximum Facility Capacity, consideration is not given to the educational program delivered at the

Existing and Projected Conditions

school and how the classrooms are used. It is understood that this is not a realistic capacity for a school, but serves to identify a facility **maximum capacity**, not to be exceeded.

Functional Facility Capacity

This is the potential best use of classrooms/instructional spaces based on the school's educational program and facility design. It is the sum of the maximum number of students that can be assigned to each general use classroom of a school facility taking into consideration the instructional assigned classrooms and the educational program. Unlike Maximum Facility Capacity, this calculation includes only spaces that have assigned classes functioning within; however, they exclude the instructional spaces that provide support to assigned classroom/instructional spaces such as science labs, art, music, computer labs, specialty labs, and certain special education spaces that are not assigned classrooms. Similar to Maximum Facility Capacity, the number of students that can be assigned to each classroom is based upon the PED standard for PTR or the NMAS for square feet per student, whichever is more restrictive. This calculation of capacity allows for the distinct **functional** uses of the facility based on the number of classrooms and educational programming. When analyzing Functional Facility Capacity of a school it is important to remember that schools with excess classrooms may convert these classrooms into 'other' use rooms such as storage, meeting rooms or may leave them as vacant classrooms. In that case, those classrooms will not show up in the final Functional Facility Capacity number. This will reduce the school's overall capacity numbers and may not be a realistic representation of the school's capacity, but rather a better reflection of the current use of the instructional spaces at each school.

Instructional Space Capacity

The 67% Instructional Space Capacity is based strictly on the number of classrooms/instructional spaces of the school. This analysis is a BENCHMARK based on Instructional Space Capacity calculations to provide insight to ASE. It is based on the premises that an overall school capacity of 67% of its maximum capacity serves as a benchmark for the overall capacity of school facilities. An overall instructional capacity of 67% should be a very attainable efficiency rate for schools. The majority of elementary, middle and high schools in the State of New Mexico are able to achieve this rate. If a school is below an overall capacity of 67%, it is necessary to review the educational program of the school and develop a plan to increase the utilization and efficiency of the school.

Capacity Results

The following table shows a summary of the three capacity methods used for ASE, the Maximum Facility Capacity, the Functional Facility Capacity and the 67% Instructional Space Capacity.

Instructional Space Capacity

School	2016-17 Enrollment	Maximum Facility Capacity w/Portables	Functional Facility Capacity w/Portables	Instructional Space Capacity w/ Portables @ 67%
Albuquerque School of Excellence	427	771	600	517
SCHOOL TOTALS:	427	771	600	517

These capacities are based upon the number of classrooms in the school

Existing and Projected Conditions

The results show that the school's Maximum Facility Capacity is 771 students and its Functional Facility Capacity is approximately 600 students with its current grade configuration. According to these results, the school is very close to its functional capacity. ASE's 2016-2017 enrollment was 427 students and its 2017-18 enrollment was 558. The future anticipated functional capacity for the new elementary school will be 240.

Facility Utilization

There are two indicators of space utilization, **Classroom Utilization Rate** and **Facility Utilization Rate**.

The first indicator, Classroom Utilization Rate, is based on the percentage rate of assigned classroom occupancy and does not include instructional support spaces. The State of New Mexico strives for an optimal Instructional Space Utilization of 95% - 100% of general use classrooms for elementary schools and an optimal rate of 80% - 95% for middle and high schools.

The second indicator, Facility Utilization Rate, is the percentage that indicates the number of assigned and unassigned classroom spaces during a typical school day. The Facility Utilization Rate separates classrooms that are assigned on a given school day and the number of classrooms that are used for support spaces or are unassigned. An optimal benchmark for facility utilization for schools is 67% of its maximum capacity, which is defined by determining 67% of the total number of Instructional Spaces.

Utilization Results

The following table shows ASE Classroom Utilization Rate and Facility Utilization Rate divided by elementary level and middle/high school level.

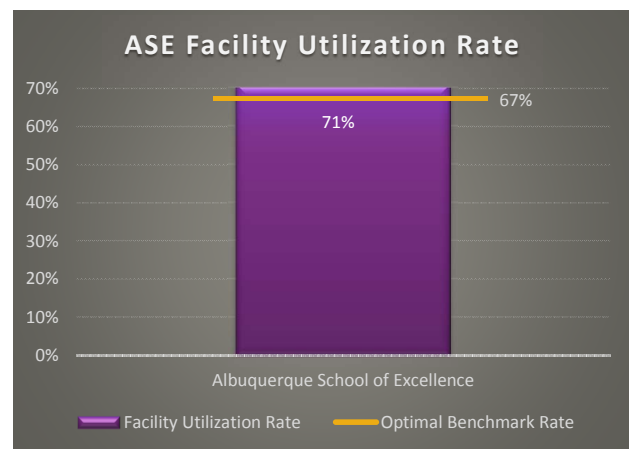
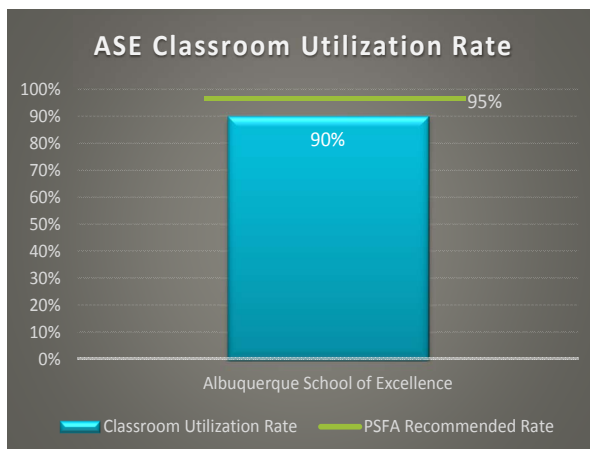
Utilization of Spaces

School	Grades	2016-17 Enrollment	Existing # of Classrooms w/Portables	Classroom Utilization Rate	Facility Utilization Rate
Albuquerque School of Excellence	1-5	189	16	108%	72%
Albuquerque School of Excellence	6-12	238	22	72%	70%
SCHOOL TOTALS:		427	38	90%	71%

According to the results, the elementary level at ASE has a classroom utilization rate of 108% which indicates that there might be an excess of students per assigned classrooms. On the other hand, the middle/high school level has a classroom utilization rate of 72% which is below the recommended rate of 80% - 95%. Regarding the facility utilization rate, both elementary and middle/high school levels have values that surpass the optimal benchmark of 67%.

In addition, the graphs on the following page present a comparison of the school utilization rates in relation to the recommended classroom utilization and to facility utilization optimal rate.

Existing and Projected Conditions



The results show, that in general, ASE has a classroom utilization rate of 90% which complies with the recommended PSFA rate of 90%-95%. ASE has an overall facility utilization rate of 71%, which surpasses the optimal benchmark rate of 67%. This reflects a robust educational program; however, this also represents a lower number of classrooms that could serve as support spaces in the school.

This reflects that ASE accomplishes its educational program in a very efficient footprint, putting money in the classroom and not into the built environment. Every square foot of a built environment has to be maintained and has utility costs associated with it. The majority of elementary schools in New Mexico exceed the State's recommended square footage for their student population.

Utilization and Capacity Summary

ASE enrollment has rapidly increased from 214 students in 2010-11 to 558 students in 2017-18. As a result, the school is close to its functional capacity even after the school increased the square footage of its facilities from 24,784 sf to 56,413 sf in 2016. This is reflected in the previous analyses since they all indicate that the overall school is at its capacity and has a good Classroom Utilization Rate and a high Facility Utilization Rate.

The capacity analysis shows that ASE has a functional facility capacity of approximately 600 while its 2017-18 enrollment is 558. This reflects that the school is very close to its capacity. The utilization analysis shows that overall the school has a classroom utilization of 90% and a facility utilization of 71%. By taking a look at the breakdown of the utilization, the elementary section of the school has a classroom utilization of 108% which indicates that there may be an excess of students in the assigned classrooms. On the other hand, the middle/high school section of the school has a classroom utilization rate of 72% which does not comply with the state's recommended rates of 85%-95%. Both the elementary and the middle/high school sections have utilization rates that surpass the 67% optimal benchmark. This reflects a robust educational program.

ASE is a very efficient school, accomplishing its educational mission and program within a minimal footprint. Currently, the school square footage is 73% of the state's recommendation. ASE would

Existing and Projected Conditions

like to reach its maximum charter capacity of 917 students in the near future; however, ASE will require additional square footage to accomplish its enrollment goals. During the FMP/Ed. Spec process, ASE discussed the option of build a new facility in a different site to house 240 elementary students from 1st to 5th grade and keep the current facility with only middle and high school students.

Strategies to Meet Spaces Needs

ASE has identified the need for additional space in order to meet space needs. The current ASE facility has a functional capacity of 611 while the charter capacity is 917. In order to achieve ASE full enrollment capacity, the school needs additional space.

ASE has identified the strategy to build a new elementary school in a different site to house 240 1st-5th grade students and keep the current facility as a middle/high school and house 650 6th-12th grade students. ASE has not determined the location of the site for the new school or the precise square footage for the new elementary school yet. However, ASE would like to adjust the new school to State's recommended square footage for an elementary school of 240 students.

Under-Utilized Spaces

There are no identified under-utilized spaces in the school. ASE is a very well utilized school that currently is very close to its functional facility capacity and in need to expand its footprint in order to be able to reach its charter capacity. ASE has a classroom utilization rate of 88% which is between the state's recommended rates of 85% - 95%. ASE has a facility utilization rate of 67% which indicates that the school has a good balance between the assigned classrooms and unassigned or support spaces.

Facility Phasing and Timeline to Accommodate Full Enrollment Capacity

During the FMP/Ed Spec process, the ASE Steering Committee determined the priorities that the school needs to address in the following 5 years in order to maintain its facility safe and secure, and to support its educational program, mission, and vision.

The replacement/repair of the roof is a high priority that the school needs to address as soon as funding is available. After this priority had been addressed, ASE will begin the search to build a new elementary school facility. The priority of reach full enrollment capacity will be addressed towards the end of the five year period of this FMP/Ed Spec.

Existing and Projected Conditions

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Existing and Projected Conditions

ALBUQUERQUE SCHOOL OF EXCELLENCE ELEMENTARY UTILIZATION EXISTING CONDITIONS

GRADE LEVEL	TOTAL CURRENT STUDENT 40th DAY COUNT	NUMBER OF DD / SPECIAL NEEDS STUDENTS PER GRADE	CURRENT NUMBER OF TEACHERS	NUMBER OF CLASSROOMS
1st Grade	33		2	2
2nd Grade	34		2	2
3rd Grade	25		2	2
4th Grade	46		2	2
5th Grade	51		2	2
TOTALS	189	0	10	10

SCHOOL HOURS	
School Start Time	8:15 AM
School End Time	3:45pm
Total Hours in School Day	7
Number of Lunch Turns Per Day	

District:	ABQ School of Excellence Charter School
School:	ABQ School of Excellence Elementary
Date:	2017-2018

CLASSROOMS										DAYS AND HOURS SPACE IS USED					UTILIZATION		
TEACHERS NAME	CLASSROOM USE/ GRADE LEVEL	ROOM NUMBER	Cirm SQUARE FOOTAGE	CURRENT STUDENT 40TH DAY COUNT	Functional Capacity	Max. Number of Students per Adequacy Standards Sq. Ft.	Maximum Facility Capacity or PED Max. PTR per Classroom	% Classroom Occupancy	DOES CLASSROOM MEET ADEQUACY	MONDAY HOURS USED PER DAY	TUESDAY HOURS USED PER DAY	WEDNESDAY HOURS USED PER DAY	THURSDAY HOURS USED PER DAY	FRIDAY HOURS USED PER DAY	TOTAL HOURS CLASSROOM IS USED DURING SCHOOL WEEK	TOTAL HOURS CLASSROOM IS AVAILABLE DURING SCHOOL WEEK	FACILITY UTILIZATION RATE PERCENT (%)
Solis, M.	1st Grade	114	603	17	19	19	19	89%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Wallin, M.	1st Grade	113	531	16	17	17	17	94%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
McKinstry, A.	2nd Grade	117	523	17	16	16	16	106%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Boone, C.	2nd Grade	116	580	17	18	18	18	94%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Atkinson, R.	3rd Grade	110	769	13	22	24	22	59%	Y	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Kwiecinski, V.	3rd Grade	112	691	12	22	22	22	55%	Y	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Elias, C.	4th Grade	119	532	23	17	17	17	135%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Summy, D.	4th Grade	118	570	23	18	18	18	128%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Fuhrman, A.	5th Grade	105	513	26	16	16	16	163%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Landavazo, L.	5th Grade	107	513	25	16	16	16	156%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
	Computer Lab II	211	721	0	0	23	22	0%	Y	0.00	0.00	0.00	0.00	0.00	0.00	34.50	0%
	SPED	212	778	0	0	24	16	0%	Y	0.00	0.00	0.00	0.00	0.00	0.00	34.50	0%
		310	496	0	0	16	16	0%	N	0.00	0.00	0.00	0.00	0.00	0.00	33.50	0%
	Teacher's Lounge	108	644	0	0	20	20	0%	N	0.00	0.00	0.00	0.00	0.00	0.00	34.50	0%
		SUBTotal:	8,464	189	181	266	255	108%						Totals	345.00	482.00	72%

LEGEND	
	General Education
	Special Education
	Special Programs
	Non-Instructional

NOTES:

Count general classrooms as being used while students are attending recess, lunch, library time, and PE activities.

1-Max. Number of Students per Adequacy Standards Sq. Ft.: The maximum number of students allowed per the Statewide Adequacy Standards square feet.

2-PED Max. PTR per Classroom: PED's maximum pupil/teacher ratio per classroom

3-Utilization Rate Calculation: Total number of hours classroom is actually used per week / (divided by) the maximum possible classroom hours per week = (equals) total classroom utilization.

PED Published 40 Day Count	
2016-17 40 day Student Enrollment:	189
FACILITY CAPACITY (with and without Portables)	
Maximum Facility Capacity w/ Potables	255
Maximum Facility Capacity w/o Portables	255
Functional Facility Capacity w/ Portables	181
Functional Facility Capacity w/o Portables	181
Instructional Space Capacity w/ Portables @ 67%	171
Instructional Space Capacity w/o Portables @ 67%	171

Based On Number of Instructional Spaces:		
Number of and % Of General Use Classrooms	12	86%
Number of and % Of Special Education Classrooms	1	7%
Number of and % Of Special Use Classrooms	1	7%
	14	100%

Number of and % Of Portable Classrooms	0	0%
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Existing and Projected Conditions

ALBUQUERQUE SCHOOL OF EXCELLENCE MIDDLE/HIGH UTILIZATION EXISTING CONDITIONS

Rm #	CIRM Use	Teacher	CIRM NSF	Max # of St./ Sq Ft	Max Capacity or PED MAX PTR/CIRM	Functional Capacity	A. S. Y/N	PERIOD 1 8:30 - 9:19				PERIOD 2 9:24 - 10:13				PERIOD 3 10:18 - 11:17			
								# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject
304	English	Rose, J.	663	24	24	24	N	25	104%	7th	English	25	104%	7th	English	25	104%	7th	English
201	Biology	Begit, E.	871	31	27	27	Y	16	59%	9th-11th	Biology	17	63%	9th	Biology Honors	25	93%	7th	Integrated Science
202	Science	Myhmanov, S.	871	31	27	27	Y	30	111%	6th/12th	Scientific Tech/Unified Science	26	96%	6th	Unified Science	26	96%	6th	Unified Science
203	Social Studies	Madsen, K.	583	21	21	21	N	0	0%		Prep	24	114%	6th	Social Studies	26	124%	6th	Social Studies
205	Spanish	Wilks, K.	510	18	18	18	N	26	144%	8th	Spanish	0	0%		Prep	22	122%	11th	Spanish III
207	Integrated Science	Rasulzoda, U.	822	29	27	27	Y	24	89%	6th	Integrated Science	26	96%	6th	Integrated Science	26	96%	6th	Integrated Science
305	English I	Fien, W.	676	24	24	24	N	19	79%	11th	AP Eng Lang and Composition	16	67%	9th	English I	17	71%	9th	English I Honors
309	Math	Johnson, P.	520	19	19	19	N	5	26%	11th	Algebra II	16	84%	11th	Algebra II	15	79%	10th	Geometry
314	Pre-Algebra	Yanar, H.	618	22	22	22	N	13	59%	8th	Pre-Algebra	13	59%	8th	Pre-Algebra	0	0%		Prep
316	NM History	Elliott, E.	634	23	23	23	N	17	74%	9th-11th	Contemporary World Issues	25	109%	7th	New Mexico History	25	109%	7th	New Mexico History
209	Math	Dogan, R.	736	26	26	26	N	16	62%	9th	Algebra I	17	65%	9th	Algebra I Honors	24	92%	6th	Math Course II
204	Foreign Language	Dokan, N.	575	21	21	21	N	12	57%	10th	Foreign Language and Lit I	4	19%	10th	Foreign Language and Lit I	9	43%	8th	Foreign Language II
208	English	Graybeal, S.	744	27	27	27	Y	24	89%	6th	English	26	96%	6th	English	0	0%		Prep
315	History	Vogt, B.	618	22	22	22	N	6	27%	12th	AP U.S. Government	19	86%	11th	AP U.S. History	13	59%	9th-11th	Debate/Public Speaking
301	Math	Norcross, T.	530	19	19	19	N	26	137%	6th	Math Course II	26	137%	6th	Math Course II	0	0%		Prep
318	Science Classroom	Dogan, G.	631	23	23	23	N	15	65%	10th	Chemistry	16	70%	10th	Chemistry Honors	9	39%	9th	Forensic Science
210	Computer Lab		814	29	27	0	Y	0	0%			0	0%			0	0%		
246	Gym	Jacobson/Meetze	7,262	259	27	27	Y	41	152%	6th/9th-11th	P.E. & Health	51	189%	6th-7th	P.E. & Health	50	185%	6th-7th	P.E. & Health
317	Art	Barren, L.	618	22	22	22	N	18	82%	9th-11th	Art Appreciation	50	227%	6th	Introduction to Art	52	236%	6th	Intro to Art
308	Robotics Lab		836	30	27	0	Y	0	0%			0	0%			0	0%		
302	Science Lab		1,540	55	27	0	Y	0	0%			0	0%			0	0%		
200	SPED		635	23	16	0	Y	0	0%			0	0%			0	0%		
103	Office	Del Curto, K.	148	5	5	5	N	6	120%	12th	Teacher Aide	0	0%			0	0%		
319	Library		1,149	41	27	0	Y	0	0%			0	0%			0	0%		
SUBTotals w/ Portables			22,307	798	516	419		339	85%			397	99%			364	103%		
SUBTotals w/o Portables			22,307	798	516	419													

LEGEND	
	General Instruction
	Special Education
	Special Programs
	Non-Instructional

Number of Lunch Turns Per Day	1
-------------------------------	---

- 1) Max # of St./Sq. Ft.= The maximum number of students allowed per the Statewide Adequacy Standards square feet.
- 2) PED Max PTR/CIRM = PED's maximum pupil / teacher ratio per class period.
- 3) Tot. St. = The total number of students in the specific instructional space throughout the day.
- 4) PED Max. PTR/Day = The maximum pupil teacher ratio allowed by PED for specific teacher per day allowed.
- 5) Tot. % Rm Occ. / Day = Total average percentage room is occupied throughout the day. (count all periods in average)
- 6) Occ. # of Pd.'s / Day = Occupied number of periods occupied per day. (Prep period may be counted as utilized if teacher does not have a separate office from classroom)
- 7) % Pd. / Day = The average percent of occupied periods (occupied number of periods divided by the number of periods available per day).

ABQ School of Excellence Middle/High School

GRADE LEVEL	CURRENT STUDENT 40TH DAY COUNT	NUMBER OF / SPEC NEEDS STUDENTS PER GRADE	CURRENT NUMBER OF TEACHERS	NUMBER TEACHING SPACES
6th Grade	68			
7th Grade	43			
8th Grade	43			
9th Grade	37			
10th Grade	27			
11th Grade	9			
12th Grade	11			
TOTALS	238	0	18	22

SECTION
2

Existing and Projected Conditions

ALBUQUERQUE SCHOOL OF EXCELLENCE MIDDLE/HIGH UTILIZATION EXISTING CONDITIONS

PERIOD 4 11:12 - 12:01				PERIOD 5 12:04 - 1:05				PERIOD 6 1:08 - 1:57				PERIOD 7 2:02 - 2:52				Tot. St.	PED Max. PTR /Day	Tot. % Rm Occ. / Day	Occ # of Pd.'s / Day	% Period / Day
# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject					
0	0%		Prep	26	108%	8th	English	27	113%	8th	English	0	0%			128	150	76%	6	86%
25	93%	7th	Integrated Sience	25	93%	7th	Integrated Science	0	0%		Prep	0	0%			108	160	57%	6	86%
26	96%	6th	Unified Science	25	93%	7th	Unified Science	25	93%	7th	Unified Science	25	93%	7th	Unified Science	183	160	97%	7	100%
26	124%	6th	Social Studies	26	124%	6th	Social Studies	16	76%	10th	AP World History	15	71%	10th	World History	133	160	90%	7	100%
0	0%			0	0%			0	0%			0	0%			48	160	38%	3	43%
26	96%	6th	Integrated Science	0	0%		Prep	19	70%	11th		0	0%			121	160	64%	6	86%
15	63%	10th	English II	16	67%	10th	English II Honors	3	13%	12th		0	0%		Prep	86	150	51%	6	86%
0	0%		Prep	25	132%	7th	Math course III	25	132%		Math Course III	25	132%	7th	Math Course III	111	160	83%	7	100%
16	73%	8th	Pre-Algebra	16	73%	8th	Pre-Algebra	0	0%			0	0%			58	160	38%	5	71%
25	109%	7th	New Mexico History	19	83%	9th	New Mexico History	0	0%		Prep	0	0%			111	160	69%	6	86%
26	100%	6th	Math Course II	0	0%		Prep	6	23%	12th	Pre-Calculus	14	54%	11th	Pre-Calculus	103	160	57%	7	100%
0	0%		Prep	14	67%	8th	Foreign Language II	9	43%	8th	Foreign Language II	0	0%			48	160	33%	6	86%
26	96%	6th	English	26	96%	6th	English	0	0%			0	0%			102	150	54%	5	71%
26	118%	8th	Early U.S. History	0	0%		Prep	27	123%	8th	Early U.S. History	22	100%	9th-11th	Journalism/Newspaper	113	160	73%	7	100%
0	0%			0	0%			0	0%			0	0%			52	160	39%	3	43%
12	52%	9th	Forensic Science	0	0%		Prep	26	113%	8th	Integrated Science	27	117%	8th	Integrated Science	105	160	65%	7	100%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
53	196%	6th-8th	P.E. & Health	26	96%	8th	PE & Health	33	122%	9th	Physical Education	14	52%	10th-12th	Team Sports	268	160	142%	7	100%
50	227%	7th	Intro to Art	25	114%	7th	Intro to Art	26	118%	8th	Intro to Art	27	123%	8th	Intro to Art	248	160	161%	7	100%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
0	0%			0	0%			0	0%			0	0%			0	112	0%	0	0%
0	0%			0	0%			0	0%			0	0%			6	160	17%	1	14%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
352	111%			269	95%			242	86%			169	93%			2,126	3,442	72%	108	70%

Current Grade Configuration:	6-12
2016-17 40 day Student Enrollment:	238

FACILITY CAPACITY (with and without Portables)	
Maximum Facility Capacity w/ Portables	516
Maximum Facility Capacity w/o Portables	516
Functional Facility Capacity w/ Portables	419
Functional Facility Capacity w/o Portables	419
Instructional Space Capacity w/ Portables @ 67%	346
Instructional Space Capacity w/o Portables @ 67%	346

Based On Number of Instructional Spaces:		
Number of and % Of General Use Classrooms	15	68%
Number of and % Of Special Education Classrooms	1	5%
Number of and % Of Special Use Classrooms	6	27%
	22	100%

Number of Portable Classrooms	0	0%
Number of Assigned Classrooms	18	82%

Charter School: Based On NM Adq Std Square Footage/Student				
427	Students @	181	sqft/student	77,417
Existing Permanent + Portable Facilities =				56,413
Percentage of Difference =				73%

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Existing and Projected Conditions

2.5 Facility Maintenance

At the beginning of this FMP / Educational Specification process ASE did not have a Preventative Maintenance Plan in place, but is working with PSFA to develop a plan in the 2017-18 school year.

ASE contracts with Service Master Performance for daily maintenance and has a handy man contractor for work orders that arise. The ASE staff maintain the facility in very good condition and no substantial maintenance issues were discovered during assessments.

ASE has identified maintenance project that fall under Life/Health/Safety/Security/Code projects to be addressed as capital plan projects, such as: roof, HVAC and plumbing. For further details, refer to Section 4: Capital Plan.

Existing and Projected Conditions

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Proposed Facility Requirements

3.1 FACILITY GOALS AND CONCEPTS

3.1.1 School Facility Goals

Albuquerque School of Excellence (ASE) currently meets all requirements of HB-283 for Charter School leasing to purchase of public building requirements.

Facility Goals for the near future are:

- Develop area behind existing facility as a play field and open space
- Build a new facility to house elementary students separate of secondary students

3.1.2 Concepts

Safety and Security:

ASE has installed cameras on the interior and exterior of the school facility. The cameras are primarily precautionary as the school has not experienced serious security issues. However, the school believes they should upgrade their security system.

ADA Signage

ASE needs to replace all signage in the ASE facility with ADA compliant signage. Existing signage does not comply with ADA requirements as the example shows.



Outdoor Physical Education / Play field Space:

The ASE site has limited outdoor play areas for their student population. Currently, ASE has a small playground for 1st - 5th grade students located in the front parking lot, north of the building. Along the east-side of the building, ASE has set up portable basketball hoops for the middle and high school students. There is no outdoor play field or other outdoor areas designated for middle or high school students.

Proposed Facility Requirements

ASE would like to develop the area behind the school building, on the south facing side, into a play field and open space. The development would include creating a walkway from the far west-side, elementary wing of the building to the open space.



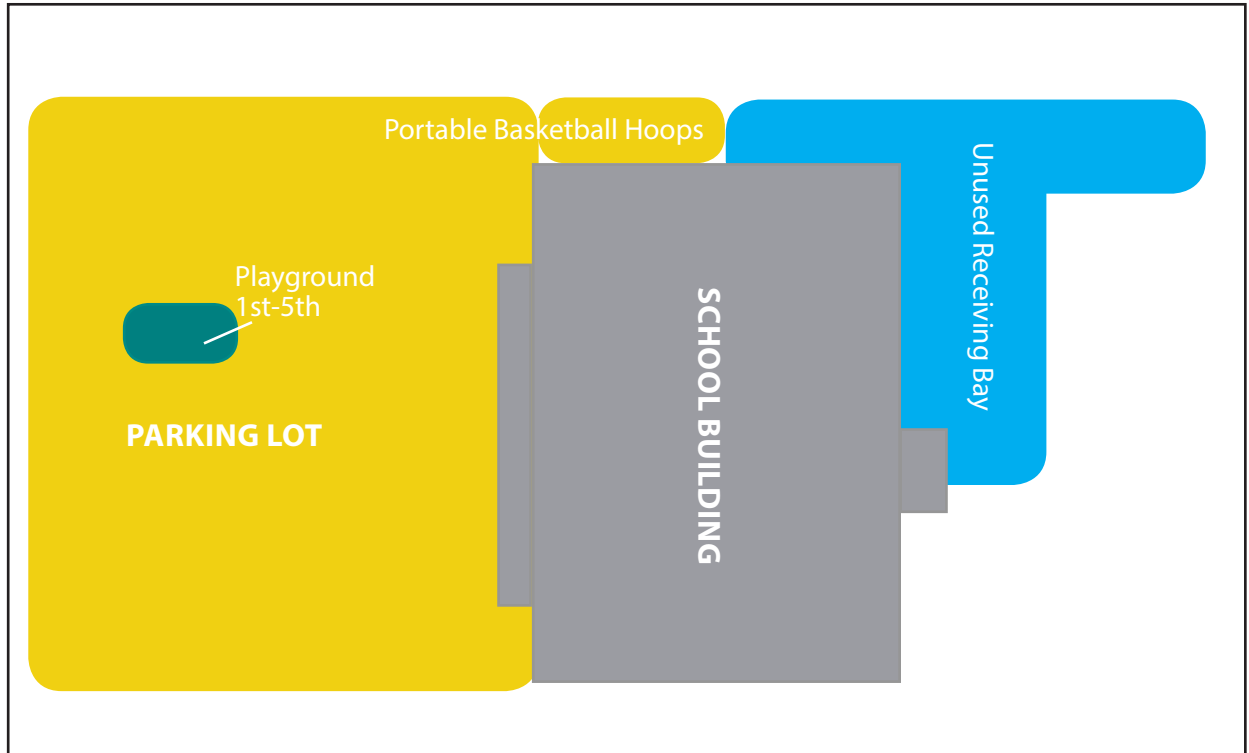
Currently, along the south-side of the building is a steep sloping dirt plot and an unused delivery bay. As in shown in the photos below.



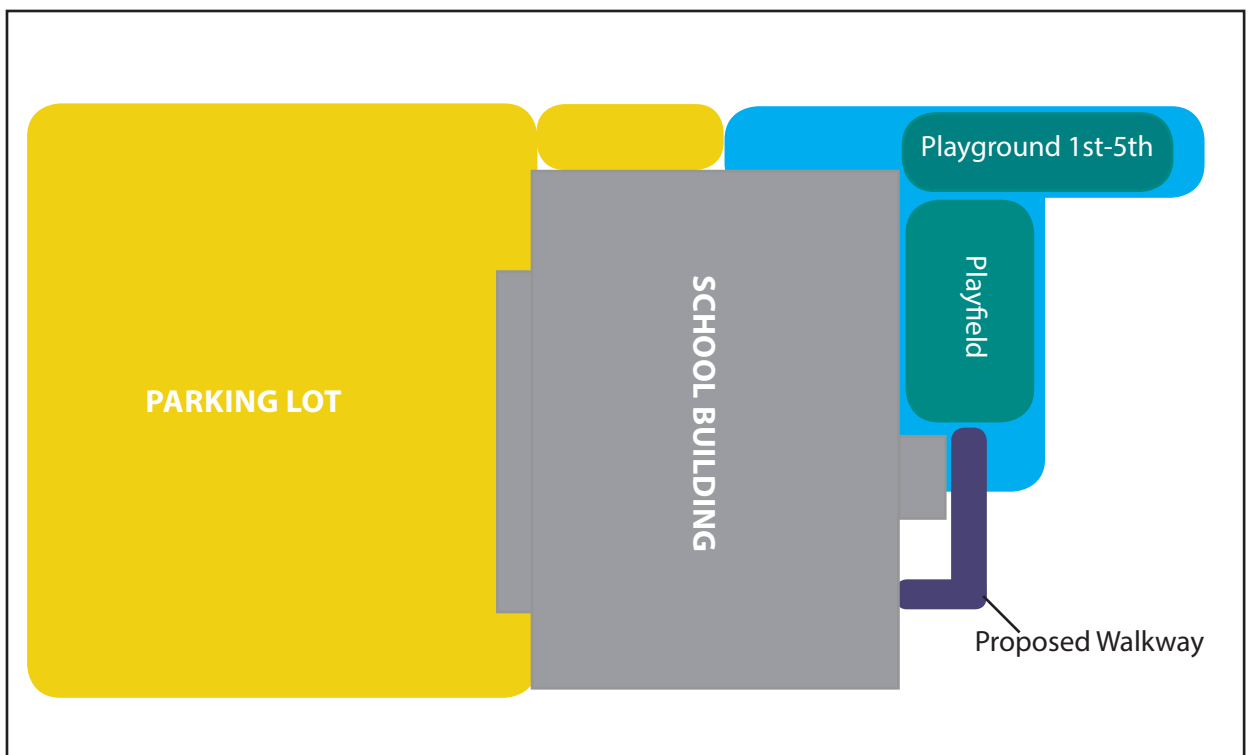
The following pages show the existing layout of the playground in relation to the school building and the proposed playground/outside field.

Proposed Facility Requirements

Existing Playfield Layout



Proposed Playfield Layout



Proposed Facility Requirements

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Capital Plan

4.1 TOTAL CAPITAL NEEDS

ALBUQUERQUE SCHOOL OF EXCELLENCE (ASE) CHARTER SCHOOL CAPITAL PLAN

Albuquerque School of Excellence undertook the development of this 2018-22 facilities master plan / educational specification (FMP/Ed Spec) to provide direction for the school's facilities for the next five years and beyond. The capital needs for ASE were derived from the identified facility needs of the school and its campus which are based on the age and condition of its permanent facilities, the educational program, and the school's mission. The facility needs were identified by visual inspection of the school, meetings with school staff, and the ASE FMP Steering Committee. The school staff, ASE FMP Steering Committee, and the Governing Board reviewed the facility information to assure all facility needs had been identified for their impact on the facilities and to anticipate the impact they may have on the existing facilities within the life of this FMP.



FACILITIES MASTER PLAN / EDUCATIONAL SPECIFICATION GOAL

A facilities master plan / educational specification goal of Albuquerque School of Excellence Charter School is to provide quality education to all of its students in a comfortable and stimulating learning environment that is housed in safe, efficient and effective facilities. To accomplish this goal, the School has to provide adequate facilities that will support the school's mission, educational program, and student enrollment. Albuquerque School of Excellence has embraced the 'size right' philosophy for its facilities since its inception and continued to embrace this philosophy throughout the development of its capital plan. ASE is 27% below the state's recommended facility square footage for its 2016-17 student enrollment.

OBJECTIVES IN DETERMINATION OF CAPITAL PLAN

ASE Charter School has a unique student enrollment, educational program, and philosophy when compared to the other schools located within its service areas. It is located within the Albuquerque Public School District, in the eastern portion of town. The School undertook the development of this facilities master plan / educational specification in partnership with PSCOC / PSFA and its community to identify basic facility requirements and develop a realistic and relevant capital plan that will assist the school in reaching its facility goal and objectives. The facilities master plan / educational specification process aided ASE Charter School in identifying and addressing the unique facility needs of the school.

To adequately address the goals and objectives of this facilities master plan / educational specification and determine space requirements, there were several objectives that were established, reviewed, analyzed, and discussed throughout the FMP/ Ed Spec process. School staff, parents and community members provided input on the following facility objectives:

- Safe and secure facilities
- Efficient and effective facilities sized for student enrollment
- Condition of existing facilities
- Best use of existing facilities

Capital Plan

Utilization of existing facilities

Facilities required to meet student needs and the school's mission

Facilities that comply with State requirements and standards

Safe and Secure Facilities

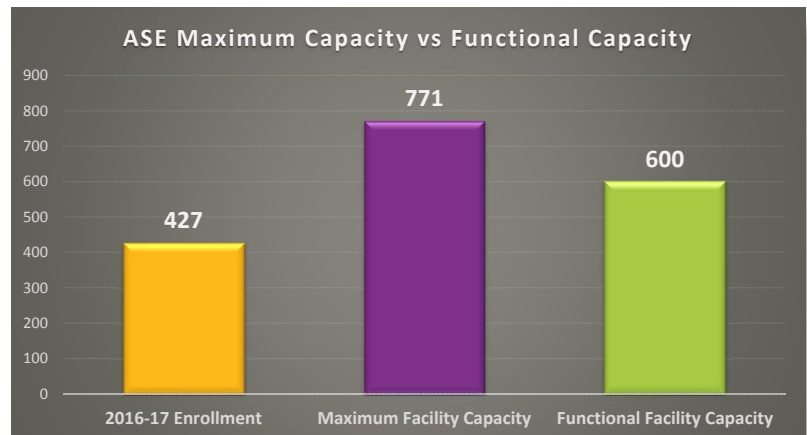
Safety and security of students, staff, and visitors is a facility objective for ASE. The current school facilities and their layout make school security relatively easy to manage. The front entry of the school is very clear and inviting for first time visitors. The number of building exits is minimal and easily managed. The school has installed a security camera system to aid in the process. The proposed growth to the school could be problematic to school security if an adjacent property is purchased to house the proposed classrooms and multi-purpose space. ASE addresses school safety issues as they arise in a timely manner.

Efficient and Effective Facilities Sized for Student Enrollment

For many schools in New Mexico, student enrollment has been declining in recent years; however, Albuquerque School of Excellence Charter School has had a growing student enrollment since its inception in 2010. The student population has increased from 214 students to 557 students from 2010-11 to 2017-18. The school's maximum charter capacity is 917 1st-12th grade students; however, this enrollment will exceed the existing space's functional facility capacity of approximately 600 1st-12th grade students.

Currently, school facilities are near functional capacity and without additional classroom space, ASE will not be able to reach its charter maximum enrollment without impact to the school's educational program. The school would like to expand its facilities in the following years by building a new school to support elementary 1st-5th students and house 6th-12th students in the current space they have. The school is working with its

Governing Board and exploring funding options to increase the size of its facilities to meet its needs.



Condition of Existing Facilities: Permanent and Portable

The facilities at Albuquerque School of Excellence were assessed for the age of their building systems and ability to meet NM Adequacy Standards. The building was built in 1995 to house a supermarket. ASE leased the south half of the building, approximately 24,652 square feet, in 2010 and renovated the interior to house its 1st – 8th grade students. Each year a grade level was added and in 2015 ASE entered into a lease to purchase contract for the entire facility of 56,413 square feet. When ASE obtained the north half of the building in 2015, the school renovated the interior of that portion

Capital Plan

and created an elementary school and a middle / high school under one roof. ASE has no portable classrooms.

The majority of building systems in the building are in good condition and still operational. There are some building systems that are or will be within the next five years, in need of repair or replacement. The roof, exterior walls, floor finishes, lighting, and plumbing are some of the building systems that could need repair and/or replacement during the lifespan of this document. The roof is the only building system that is currently over its life span and needs to be replaced as soon as funding allows.

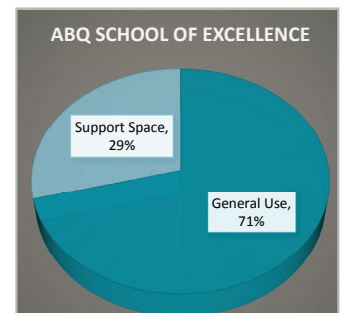
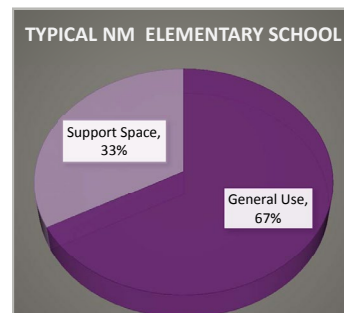
Regular and preventive maintenance is the major need of the existing facilities. ASE contracts with Service Master Performance for daily maintenance and has a handy man contractor for work orders that arise. The school is currently working with PSFA to develop a Preventive Maintenance Plan which will help to extend the life span of its building systems.

Best Use of Existing Facilities

ASE has a very efficient overall footprint of 101 square feet per student and wants to maintain this efficiency while meeting student and staff needs. Part of the FMP / Educational Specification process was to look at the functions being housed in existing spaces and determine their relevance to the school's mission and vision. All spaces at ASE are functioning at their maximum capacity. The school has a good balance of assigned instruction spaces to support instructional spaces for its educational program. A typical elementary school has a ratio of 67% assigned classrooms to 33% support instructional space. ASE has a ratio of 71% assigned classrooms to 29% support instructional space. Any increase in student population would require an increase in square footage.

Utilization of Existing Facilities

A capacity and utilization study of ASE Charter School was a requirement of PSCOC/PSFA for this FMP/Ed Specification. Refer to Section 2 for a detailed analysis of the utilization study. The utilization study analyzed the current school configuration and student enrollment and also the projected school configuration and student enrollment. This study was an essential part of identifying and understanding the overall space needs of the school and the impact additional space will have on the overall utilization of the school. The study revealed that the school has a pupil to teacher ratio (PTR) of 15:1 with 26:1 being the maximum identified by PED. This PTR reflects the high classroom utilization rate of 90%, which indicates that the sizes of the classrooms are very close to their maximum capacity and cannot accommodate any more students than are currently being assigned to the classrooms. The overall school has a 71% utilization rate which shows that 71% of its classrooms are assigned classrooms with only 29% unassigned support instructional classrooms. As stated above, this is a very high efficiency rate for schools and any increase in the percentage of assigned classrooms would dramatically impact the educational program of the school.



Capital Plan

Facilities Required to Meet Student Needs and School's Mission

A major concern of school staff, students, parents and its community has been providing the facilities that support the mission of the school and meet the students' needs. In 2015 ASE addressed the needs of the school by acquiring the north half of the building and creating a multi-purpose / gymnasium to serve students extracurricular needs.

ASE has identified the need for additional space to allow the school to reach its charter capacity and maintain its educational program. ASE would like to build a new school which would house elementary students from 1st to 5th grade with the possibility of including a Kindergarten program. ASE plans to have a student population of 240 at the new facility and would like to keep the current facility with 650 to 700 students focusing on middle and high school levels.

Another identified need for the school is the increase of the playground size to support its current enrollment since the current playground size and location is not adequate for the number of students that the school has. There is also need to increase outdoor play areas for the older students.

Facilities that Meet State Requirements and Standards

Part of this FMP/Ed Spec. process was to assess the ASE Charter School facilities for compliance with all State requirements and standards. ASE is a State charter school which means that when it was granted a charter it waived certain facilities requirements and standards that public schools are required to provide for their students. At the time of its original charter, the major facility requirement that ASE waived was a gymnasium and kitchen. Since that time, the school has had the opportunity to expand its facilities and in 2015 it was able to build a gymnasium and add a second cafeteria to serve its middle and high school students.

The New Mexico State requirements and standards that were utilized in the assessment of ASE Charter School are:

- NM Adequacy Standards Recommended Square Foot per Student
- Public Education Department's (PED) Pupil to Teacher Ratio (PTR)
- New Mexico Adequacy Standards
- New Mexico Adequacy Planning Guide
- School District Facilities Master Plan Components and Guidelines
- Common Core Standards

The existing permanent facilities of the school are in compliance with all of the above requirements for charter schools.

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL EXISTING AND PROPOSED FOOTPRINT

For a charter school that partners with PSCOC/PSFA, the NM Adequacy Standards recommended square foot per student formula is utilized to determine the overall footprint of the school. The formula is dependent upon the grades served by the schools, the student population, and the overall square footage of the individual school to assure that a school is sized right. PSCOC/PSFA

Capital Plan

works closely with NM public school districts and charter schools to size right facilities that meet student and staff needs but do not create a maintenance burden on the district or school. As a school project comes on-line, the actual overall school footprint will be calculated based on the PSCOC awarded capacity of the school and the NM Adequacy Standards square foot per student formula.

The following information is based on the existing ASE facility, the proposed ASE facilities and how they compare to New Mexico Adequacy Standards:

Existing ASE with 558 Students:

Existing Square Foot Per Student:	101 sf/student
Existing ASE Charter School Footprint:	56,413 sf

NM Adequacy Standards Recommended Schools:

Recommended Square Foot Per Student:	170 sf/student
Recommended Overall School Square Footage:	94,634 sf

The existing facilities of ASE are 40% below State recommendations.

Proposed ASE Elementary School with 240 students:

Proposed Square Foot Per Student:	121 sf/student
Proposed ASE ES Charter School Footprint:	28,946 sf

NM Adequacy Standards Recommended Schools:

Recommended Square Foot Per Student:	140 sf/student
Recommended Overall School Square Footage:	33,568 sf

The proposed elementary school facility of ASE could be approximately 14% below State recommendations.

Proposed ASE Middle/High School with 650 students:

Proposed Square Foot Per Student:	87 sf/student
Proposed ASE ES Charter School Footprint:	56,413 sf

NM Adequacy Standards Recommended Schools:

Recommended Square Foot Per Student:	161 sf/student
Recommended Overall School Square Footage:	104,892 sf

The proposed Middle/High school facilities of ASE are 46% below State recommendations, but meet the needs of the school and its students.

QUANTITY AND SIZE OF SPACES

During the facilities master plan/educational specification process, the quantity and size of spaces required to support the ASE educational program was discussed at length. It was determined that

Capital Plan

the existing facility, even though it is below NM Adequacy Standards square foot per student, meets the current student enrollment and educational program of ASE; however, the existing quantity and size of instructional spaces is not adequate to support the projected increase in student population to its charter of 917, its projected educational program and the mission of ASE. The current ASE facility has 36 instructional spaces of various sizes and support space housed in 56,413 sf for 558 students. The proposed 1st – 5th elementary school would have 20 instructional classrooms and support space housed in approximately 29,000 sf for 240 students and the proposed 6th – 12th grade school would have 34 instructional spaces and support space housed in 56,413 sf for 650 students. Refer to section 2.2.3 for the Space Summary table for a list of required spaces and their size to meet the needs of the ASE students.

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL CAPITAL FUNDING SOURCES

SB-9 FUNDS:

ASE receives approximately \$94,791 SB-9 funds from Albuquerque Public Schools per year. ASE is responsible to provide the preventive and regular maintenance for its facilities as they are in a lease to purchase agreement. Their SB-9 funds have been and will continue to be used for preventive and regular maintenance at the school. Due to the age of its permanent facilities, there have been minimal maintenance expenses to date; however, the facilities are reaching an age where some of its building systems are going to require updating or replacement.

The technology program at ASE is funded through their SB-9 funds and e-rate when available.

HB-33 FUNDS:

In 2016 Albuquerque Public Schools passed a HB-33 bond which will result in approximately \$182,842 capital funding on a yearly basis for ASE for the next five years. 2016-17 was the first school year that these funds were available to ASE. The school has identified these funds for implementation of its capital plan and to address major facility needs.

GENERAL OBLIGATION BOND FUNDS:

In 2010 ASE became a State chartered charter school in lieu of being an Albuquerque Public Schools charter school. As a State charter school, ASE does not qualify to receive any of the general obligation bond (GOB) funding from the APS GOB elections. At this point in time, there are no GOB funds available for State chartered schools.

PSCOC / PSFA FUNDS:

The current Facilities Assessment Database (FAD) ranking of ASE is: 606 with a weighted NMCI of 5.34%.

ASE PSFA Facilities Assessment Database (FAD)

School	2017-18 Rank	2017-18 Rank2	Weighted NMCI
Albuquerque School of Excellence	607	606	5.34%

State Share 57%, School Share 43% of a PSCOC/PSFA approved project

Capital Plan

With the current FAD ranking, it appears that there will be no opportunity to partner with PSCOC / PSFA during the life span of this document. Any maintenance issues, building system replacements or facility renewal will be the sole responsibility of the school. ASE will continue to work with PSCOC / PSFA and apply for funding when and if available.

DIRECT LEGISLATIVE APPROPRIATIONS:

Albuquerque School of Excellence has not received direct legislative appropriations for its facilities. The school has discussed the possibility of requesting legislative funding to address some of its 2018-22 priorities. It is not possible to determine the amount of funds that ASE could receive from direct legislative appropriations.

STATE LEASE ASSISTANCE FUNDS:

ASE has received State lease assistance funding since the 2011-12 school year. The school receives approximately \$249,000 per year which is applied toward its lease of \$522,843.75.

GRANTS AND OTHER FUNDING SOURCES:

ASE actively pursues any other funding sources that are available. Currently, there are no other funding sources that will support capital projects for which the school has applied.

The following table lists the sources of funding that the school utilizes to address its facility needs:

ASE Funding Sources

Sources of Funding for:	SB-9	HB-33	E-rate
Life/Health/Safety/Security/Code Issues	✓		
Maintenance / Preventive Maintenance	✓	✓	
Technology / Broadband	✓	✓	✓
Building Systems Upgrades	✓	✓	
Capital Projects		✓	

Note: Preventive Maintenance is sole responsibility of ASE.

The following table shows the potential budget that the school anticipates by funding source to meet its 2018-22 facility needs.

ASE Anticipated Capital Funding

Funding Source	Project Type	Year	Amount
SB-9 Funds	Life-Health-Safety-Security-Code, Building System renewal, Preventive Maintenance, and Technology needs	2018-2022	\$473,955
HB-33	Major Building System upgrades, Preventive Maintenance, Technology needs, and Capital Projects	2018-22	\$1,470,000
PSCOC/PSFA Lease Assistance	Purchase Lease Agreement of ASE Facility	2018-2022	\$914,210
TOTAL ASE Facility Needs Anticipated Budget 2018-2022			\$2,858,165

Capital Plan

As shown above, ASE has access to very limited capital funds to address its Priorities and implement its capital plan.

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL 2018-2022 PRIORITIES

The Albuquerque School of Excellence (ASE) Charter School's prioritized list of facility needs for the next 5 years was developed by the ASE FMP/Ed. Spec Steering committee and adopted by the ASE Governing Council. The FMP/Ed. Spec Steering Committee identified the facility needs throughout the school, discussed the facility needs and their impact on students and the school during the first committee meeting, and prioritized the facility needs during the second committee meeting.

The prioritized list of ASE 2018-22 facility needs is:

ABQ SCHOOL OF EXCELLENCE FINAL FMP/ED SPEC 2018-22 PRIORITIES

FINAL Priority RANK	Priority Description	Funding Source	PSCOC/ PSFA Funding	Schedule	Total Project
1A	Life-Health-Safety-Security & Maintenance	SB-9 & HB-33		2018-22	\$337,350
1B	Technology	SB-9 & HB-33	1	2018-22	\$136,500
	Priority 1 Subtotal:				\$473,850
2	Building / Site System Upgrades:	SB-9 & HB-33			
2A	Update Security Camera System	SB-9 & HB-33		2018	\$16,250
2A	Install Security Gate at NW Corner of Building	SB-9 & HB-33		2018	\$3,250
2A	Secure NW Corner of Site	SB-9 & HB-33		2018	\$1,625
2B	Repair/Replace Roof: Mechanical Penetrations	SB-9 & HB-33	2	2018-20	\$1,466,738
2C	Install ADA Signage	SB-9 & HB-33		2018	\$4,550
2D	Upgrade Wood Retaining Wall (80' long x 4' high)	SB-9 & HB-33		2018	\$19,500
2E	Install Additional Site Lighting East Side of School	SB-9 & HB-33		2018-21	\$97,500
	Priority 2 Subtotal:				\$1,609,413
3	ASE Capital Projects:				
3A	Create Playground Area with more equipment	SB-9 & HB-33		2020	\$650,000
3B	Outdoor Basketball Court	SB-9 & HB-33		2019	\$71,500
3C	Install 3 Flags	SB-9 & HB-33		2018	\$5,850
3D	Install Photo Voltaic Farm	SB-9 & HB-33		2022	\$325,000
3E	New School for Elementary	SB-9 & HB-33	3	2022	\$15,320,175
	Priority 3 Subtotal:				\$16,372,525
	ASE 2018-22 FMP/Ed Spec Priorities TOTAL:				\$18,455,788

The ASE priorities listed above reflect the facility mission and vision of the school to provide a safe, comfortable, stimulating learning environment to all of its students in efficient and effective facilities.

Priority 1, Reoccurring Needs: The first two items of the above priorities are reoccurring items that the school has to address to avoid impact to its educational program. They are assigned a priority of 1A and 1B to indicate that these items will be addressed as needed and as funding is available. Item 1A, Immediate Life-Health-Safety-Security-Code-ADA Compliance and Preventive Maintenance needs will be addressed by the school with SB-9 and HB-33 funds as the needs arise and funding is available from 2018-2022. ASE will address all aspects of its school security including updating its surveillance camera system, and access to the facility. ASE is working with PSFA on development of a Preventive Maintenance plan that will help to extend the life of existing building systems.

Capital Plan

Item 1B covers all aspects of the school's technology. ASE does not have a documented technology plan; nevertheless, the school works to update its technology infrastructure, equipment, and broadband width as needed to assure that its students are receiving a relevant educational program and are prepared for life after high school. ASE uses SB-9, HB-33, and E-rate to fund technology needs.

Priority 2, Building/Site System Upgrades: This is a reflection of the school's dedication to maintaining its existing facilities. The building/site systems below have been identified because ASE has some areas where these building/site systems are past their useful life and have the potential to impact the school's mission. ASE understands the importance of addressing the identified needs before they cause collateral damage. The top building / site system renewal priorities for the 2018-22 ASE capital plan are:

- 2A. Create School Wide Security System: Upgrade security camera system, install security gate at NW corner of building, and secure NW corner of site.
- 2B. Repair/Replace roof
- 2C. Install ADA signage
- 2D. Upgrade wood retaining wall
- 2E. Install additional site lighting at east side of the school

Priority 2 needs will be funded with a combination of SB-9 and HB-33 funds as they are available from 2018 to 2022. ASE will continue to work with PSCOC / PSFA and apply for PSCOC / PSFA funds for its Roof system upgrade and other building / site system renewal as they qualify.

Priority 3: Capital Projects. The capital projects listed below are a reflection of the school's dedication to provide safe and secure learning environments for its students and to utilize existing facilities as efficiently and effectively as possible. Capital project 3A refers to creating a 1st – 5th grade playground area with more equipment. ASE currently has a playground area; however, the size of it is not adequate for the student enrollment of the school. Priority 3B is the creation of outdoor basketball courts for its older students to replace the portable equipment. Priority 3C is the installation of 3 flags at the entrance of the school: National, State and School flags. Priority 3D is related to installation of a Photo voltaic farm at the school which complies with the school goals of sustainability and would also support its STEM program. Priority 3E is the construction of a new elementary school on a different site since the current facility is at capacity and the school has not reached its charter capacity. The identified Priority 3 capital projects for the 2018-22 ASE FMP/Ed. Spec are:

- 3A. Create Playground Area with more equipment
- 3B. Outdoor Basketball Court
- 3C. Install 3 flags
- 3D. Install Photo Voltaic Farm
- 3E. New School for Elementary

Priority 3 capital projects will be funded with HB-33 funds. ASE has discussed pursuing direct legislative appropriations to support its capital projects.

Capital Plan

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL PROPOSED CAPITAL PLAN AND PROBABLE COST

The ASE facilities have the majority of its building systems in good working condition. The actual facility needs based on the age and conditions of the permanent facilities are minimal. The condition of the ASE facilities and building systems do require general and preventive maintenance; however, the greatest facility need of the school is upgrading/increasing school security and the replacement of its roof. In addition, the long range plan of ASE is to create a separate elementary school for 1st – 5th grade students and convert the existing school into a 6th – 12th grade middle / high school. This will allow ASE to reach its charter capacity of 917.

The following pages contain the capital plan and the associated, detailed spreadsheet providing funding information on the projects listed in the capital plan developed to meet the needs of ASE. Following the ASE capital plan is an associated spreadsheet with all identified needs sorted by funding source. The following legend will aid in understanding the funding source categories:

Funding Source Legend:

The total 2018-2022 facilities needs have been broken down into eight project types and corresponding funding sources. The eight project types and corresponding funding sources are:

BS-HB33: Building Systems anticipating HB-33 funding

BS-SB9: Building Systems anticipating SB-9 funding

LHSS-HB33: Life-Health-Safety-Security-Code projects anticipating HB-33 funding

LHSS-SB9: Life-Health-Safety-Security-Code projects anticipating SB-9 funding

MISC-HB33: Miscellaneous projects anticipating HB-33 funding

MISC-SB9: Miscellaneous projects anticipating SB-9 funding

PreMaint: Preventive Maintenance projects anticipating SB-9 funding

Tech: Technology projects anticipating e-rate, SB-9, and HB-33 funding.

The following table summarizes ASE's total anticipated capital needs.

ASE Project Cost by Funding Source

Project Type	Funding Source	Total Projects Cost	Percentage of Total
Building Systems Upgrades	SB-9	\$200,850	1%
Building Systems Upgrades	HB-33	\$1,466,738	8%
Life/Health/Safety/Security/Code Issues	SB-9	\$181,675	1%
Life/Health/Safety/Security/Code Issues	HB-33	\$97,500	1%
Miscellaneous Projects	SB-9	\$77,350	0%
Miscellaneous Projects	HB-33	\$16,295,175	88%
Preventive Maintenance	SB-9	\$14,983	0%
Technology	SB-9, HB-33	\$136,500	1%
SCHOOL TOTALS		\$18,470,771	100%

Refer to the following pages for the Albuquerque School of Excellence Charter School Capital Plan.

SECTION
4

Capital Plan

Albuquerque School of Excellence Capital Plan

School Priority	Category	Project	Plan Year	GO Bonds	HB33	SB9	Other	Proposed State Share	Total Project Cost	Percent Total	State Funding Assistance Priority	School Share	State Share
ABQ School of Excellence													
1A	L/H/S	Life/Health/Safety Issues-HB-33	2018-22		\$ 97,500			\$ -	\$ 97,500	1%		100%	0%
1A	L/H/S	Life/Health/Safety Issues-SB-9	2018-22			\$ 181,675		\$ -	\$ 181,675	1%		100%	0%
1A	PreMaint	Preventive Maintenance	2018-22			\$ 14,983			\$ 14,983	0%		100%	0%
1B	EdPro	Technology	2018-22			\$ 58,695			\$ 136,500	1%	1	43%	57%
2A	FacRen	Building Systems Upgrades-HB-33	2018-20		\$ 630,697			\$ 836,041	\$ 1,466,738	8%	2	43%	57%
2A	FacRen	Building Systems Upgrades-SB-9	2018			\$ 200,850		\$ -	\$ 200,850	1%		100%	0%
3A	FacRen	Miscellaneous Projects - HB-33	2022		\$ 7,006,925			\$ 9,288,250	\$ 16,295,175	88%	3	43%	57%
3A	FacRen	Miscellaneous Projects - SB-9	2018-22			\$ 77,350		\$ -	\$ 77,350	0%		100%	0%
	Total			\$ -	\$ 7,735,123	\$ 533,553	\$ -	\$ 10,124,290	\$ 18,470,771	100%			

Capital Plan: Facility Needs

Albuquerque School of Excellence Detailed Facility Needs by Funding Source

FACILITY NAME	AREA-Year	AREA	Identified By	SYSTEM	CATEGORY	Funding Source	FACILITY NEEDS	QTY	UNIT	COST/UNIT	MACC	TOTAL PROJECT COST	SUBTOTALS
Priority 1 Life-Health-Safety-Security / Maintenance / Technology:													
ASE			School	Maintenance	FacRen	BS-SB9	Perform Perventive and Regual Maintenance	5	year	\$30,900.00	\$154,500	\$200,850	
ASE					LHSS	L-SB9	Address life-health-safety-security issues	5	year	\$21,000.00	\$105,000	\$136,500	
ASE			School	Technology	Tech	Tech	Upgrade Technology: Hardware, Software, Training, Broadband	5	year	\$21,000.00	\$105,000	\$136,500	
Priority 1 Life-Health-Safety-Security / Maintenance / Technology:											\$364,500	\$473,850	
Priority 2 Building / Site System Renewal:													
ASE	1995		FAD	Roof	FacRen	HB33	Repair / Replace roof	56,413	sf	\$20.00	\$1,128,260	\$1,466,738	
ASE	2010		FAD	Z-Playground Equipment	LHSS	HB33	Upgrade playground equipment: Playground equipment was installed 2010	0			\$0	\$0	
ASE	2010		School	Z-Site Lighting	LHSS	HB33	Install additional site lighting on east side of school	3	ea	\$25,000.00	\$75,000	\$97,500	\$1,564,238
ASE	2010	ES	School	Exterior Walls	PreVent	PreVent	Repair exterior walls	1	ea	\$2,500.00	\$2,500	\$3,250	
ASE	2010	ES	School	Exterior Windows & Doors	PreVent	PreVent	Install door sweeps at SE exterior storage door	1	ea	\$125.00	\$125	\$163	
ASE	2010	ES	School	Floor Finishes	PreVent	PreVent	Repair / replace damaged carpet	650	sf	\$6.00	\$3,900	\$5,070	
ASE	2010	ES	School	Floor Finishes	PreVent	PreVent	Repair cracked VCT	500	sf	\$6.00	\$3,000	\$3,900	
ASE	2010	ES	School	HVAC	PreVent	PreVent	Repair split system cooling equipment for IT by elementary school cafeteria	1	ea	\$1,250.00	\$1,250	\$1,625	
ASE	2010	ES	School	Plumbing	PreVent	PreVent	Repair drinking fountain in elementary school cafeteria	1	ea	\$750.00	\$750	\$975	\$14,983
ASE	2010	ES	FAD	Other Electrical Systems	FacRen	SB9	Upgrade: this was completed during 2010 renovation	0			\$0	\$0	
ASE	2010		FAD	Z-Parking Lots	FacRen	SB9	Upgrade: Parking lots were resurfaced 2016	0			\$0	\$0	
ASE	2010	ES	School	Communications / Security	LHSS	SB9	Upgrade security camera system	1	ea	\$12,500.00	\$12,500	\$16,250	
ASE	2010	ES	School	Institutional Equipment	LHSS	SB9	Install ADA Signage	70	ea	\$50.00	\$3,500	\$4,550	
ASE	2010		School	Z-Fencing	LHSS	SB9	Secure NW corner of site	1	ea	\$1,250.00	\$1,250	\$1,625	
ASE	2010		School	Z-Fencing	LHSS	SB9	Install security gate at NW corener of building	1	ea	\$2,500.00	\$2,500	\$3,250	
ASE	2010		School	Z-Landscaping	LHSS	SB9	Repair / upgrade wood site retaining wall north side	120	lf	\$125.00	\$15,000	\$19,500	\$45,175
Priority 2 Building / Site System Renewal:											\$1,249,535	\$1,624,396	\$1,624,396
Priority 3 Potential Capital Projects:													
ASE			School	New Construction	LocPol	HB33	Provide a new elementary school on a new site	47,139	sf	\$250.00	\$11,784,750	\$15,320,175	
ASE	2010		School	Z-Playground Equipment	LocPol	HB33	Relocate existing playground to east side of school and increase playground equipment	1	ea	\$500,000.00	\$500,000	\$650,000	
ASE		ES	School	Z-Site Utilities	LocPol	HB33	Install photo voltaic farm	1	ea	\$250,000.00	\$250,000	\$325,000	\$16,295,175
ASE			School	Z-Athletic Fields	AdqStd	SB9	Install outdoor basketball court	1	ea	\$55,000.00	\$55,000	\$71,500	
ASE		ES	School	Z-Site Specialties	LocPol	SB9	Install flags at front of school	6	ea	\$750.00	\$4,500	\$5,850	\$77,350
Priority 3 Potential Capital Projects:											\$12,594,250	\$16,372,525	\$16,372,525
Albuquerque School of Excellence Needs:											\$14,208,285	\$18,470,771	
TOTAL 2018-22 FMP/ED SPEC NEEDS:											\$14,208,285	\$18,470,771	

Master Plan Support Material

ALBUQUERQUE SCHOOL OF EXCELLENCE / FACILITY EVALUATION SUMMARY

Albuquerque School of Excellence (ASE) is a State charter school in Albuquerque, New Mexico within the Albuquerque Public School District boundaries. ASE enrolls 1st through 12th grades. All classes are held at the ASE facility. Of the facilities 36 instructional spaces, 27 are general classrooms, 7 are special use classrooms and 2 are used for special education. In addition to the instructional spaces, ASE has rooms dedicated to administration, 2 separate cafeterias and a library.



This section will offer support material for the ASE Facility Master Plan (FMP)/Educational Specification including:

- Sites and Facility Data
- ASE Existing Aerial
- ASE Existing Floor Plans
- ASE Capacity/Utilization Plans
- ASE Roof and Construction Dates Plan
- Appendix

Master Plan Support Material

5.1 SITES AND FACILITIES DATA TABLE

Facility Inventory	
Facility Name:	Albuquerque School of Excellence
District ID:	State Charter Schools
State ID:	516001
Address:	13201 Lomas Blvd. NE, Albuquerque, NM 87112
Phone:	505.312.7711
Fax:	505.312.7712
Email:	Info@abqse.org
Principal / Site Manager:	Ebubekir Orsun
Open Date:	August 2010
Age of Charter School:	7
Date of Major Renovations	2016
2016-17 40 Day Enrollment:	427
Grades:	1-12
State FCI:	23.31
Site Acreage:	5.04
Owned / Leased:	Lease Purchase
Total Building GSF:	56,413
Full Size Classrooms:	35
Gym / Multipurpose:	1
Number of Permanent Classrooms:	36
Number of Portable Classrooms:	0
Portable Classrooms % of Total:	0%
GSF / Student:	132

5.2 ALBUQUERQUE SCHOOL OF EXCELLENCE AERIAL PLAN

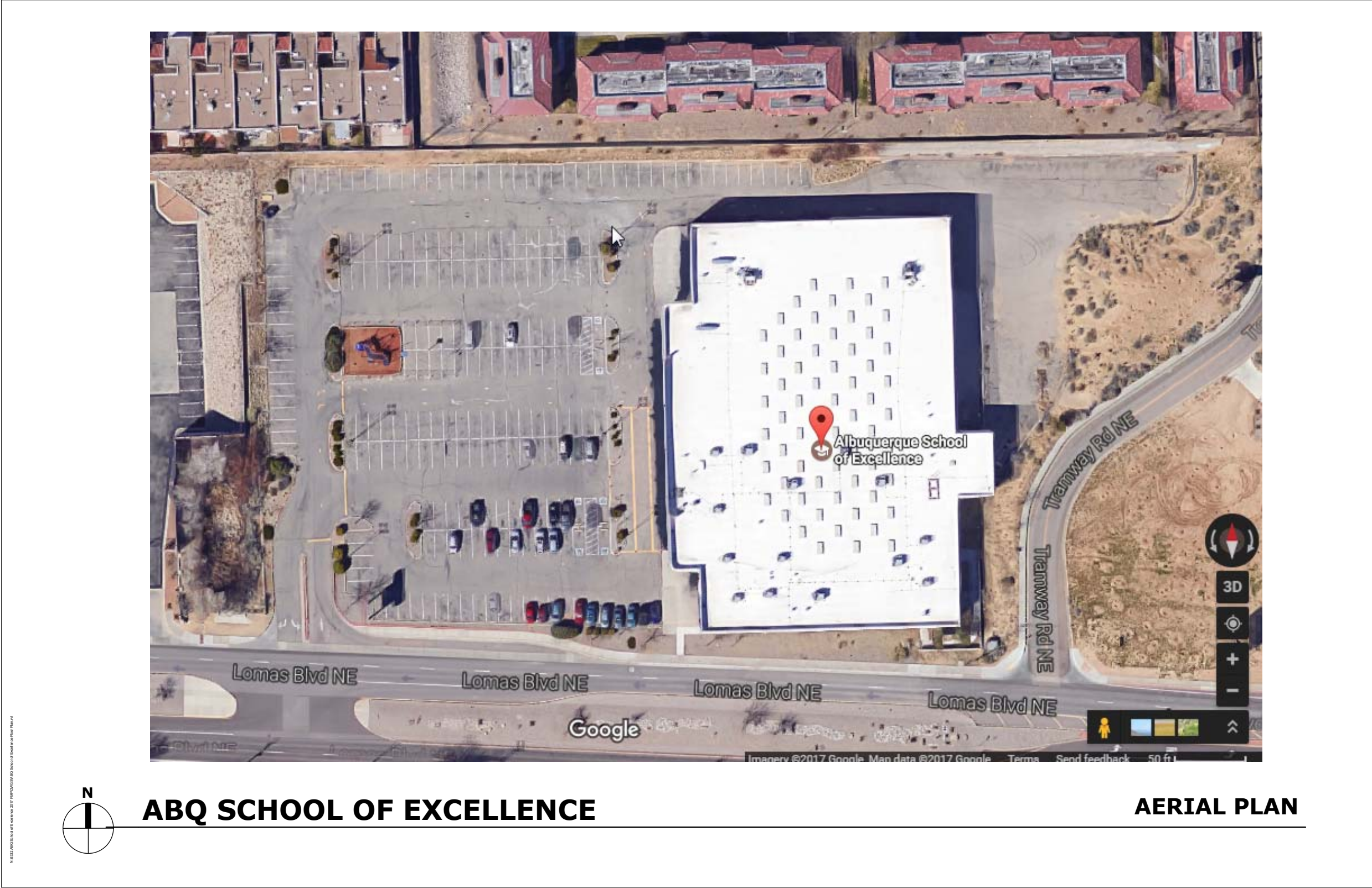
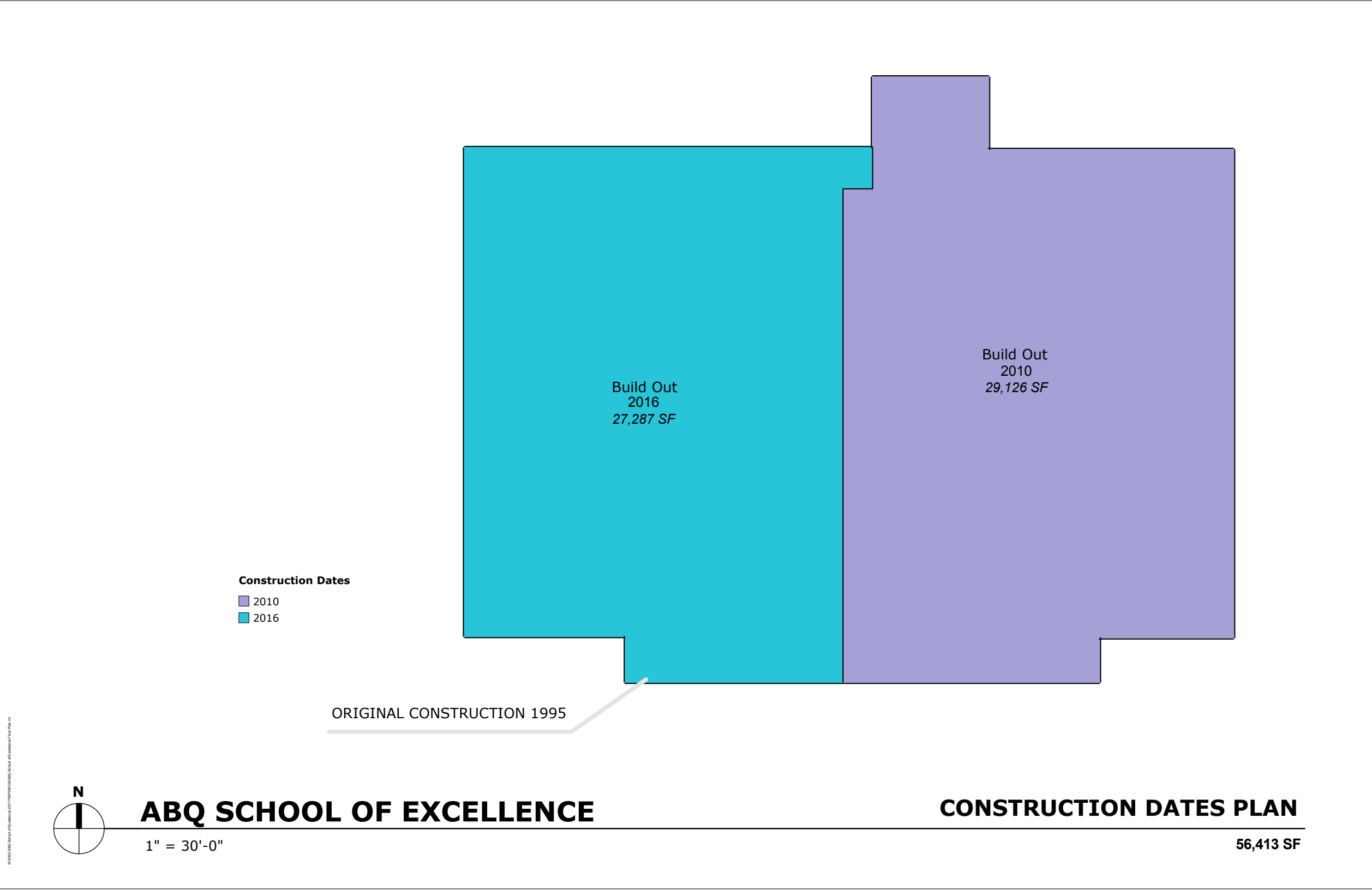
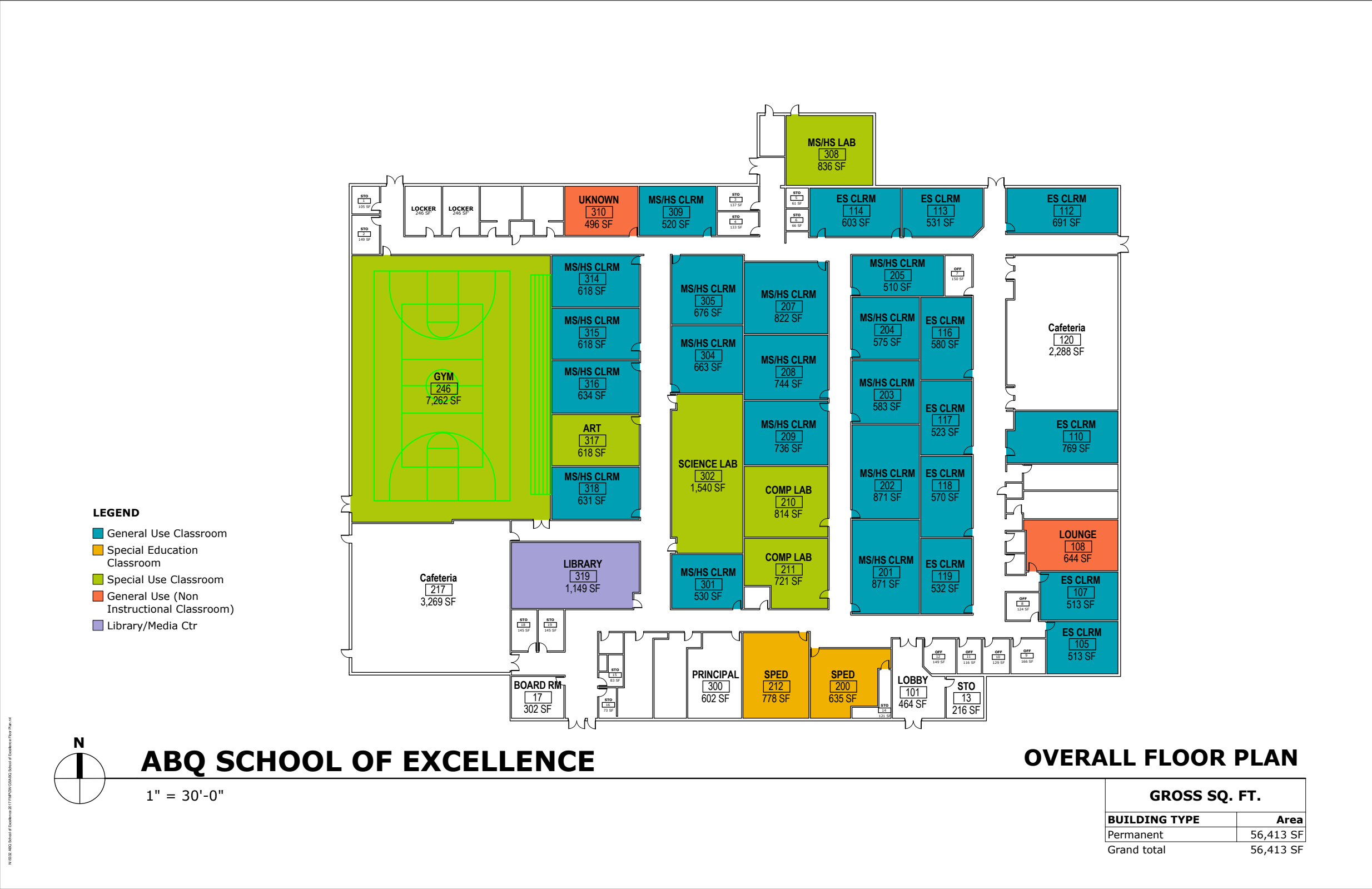


Image Source: Google Maps

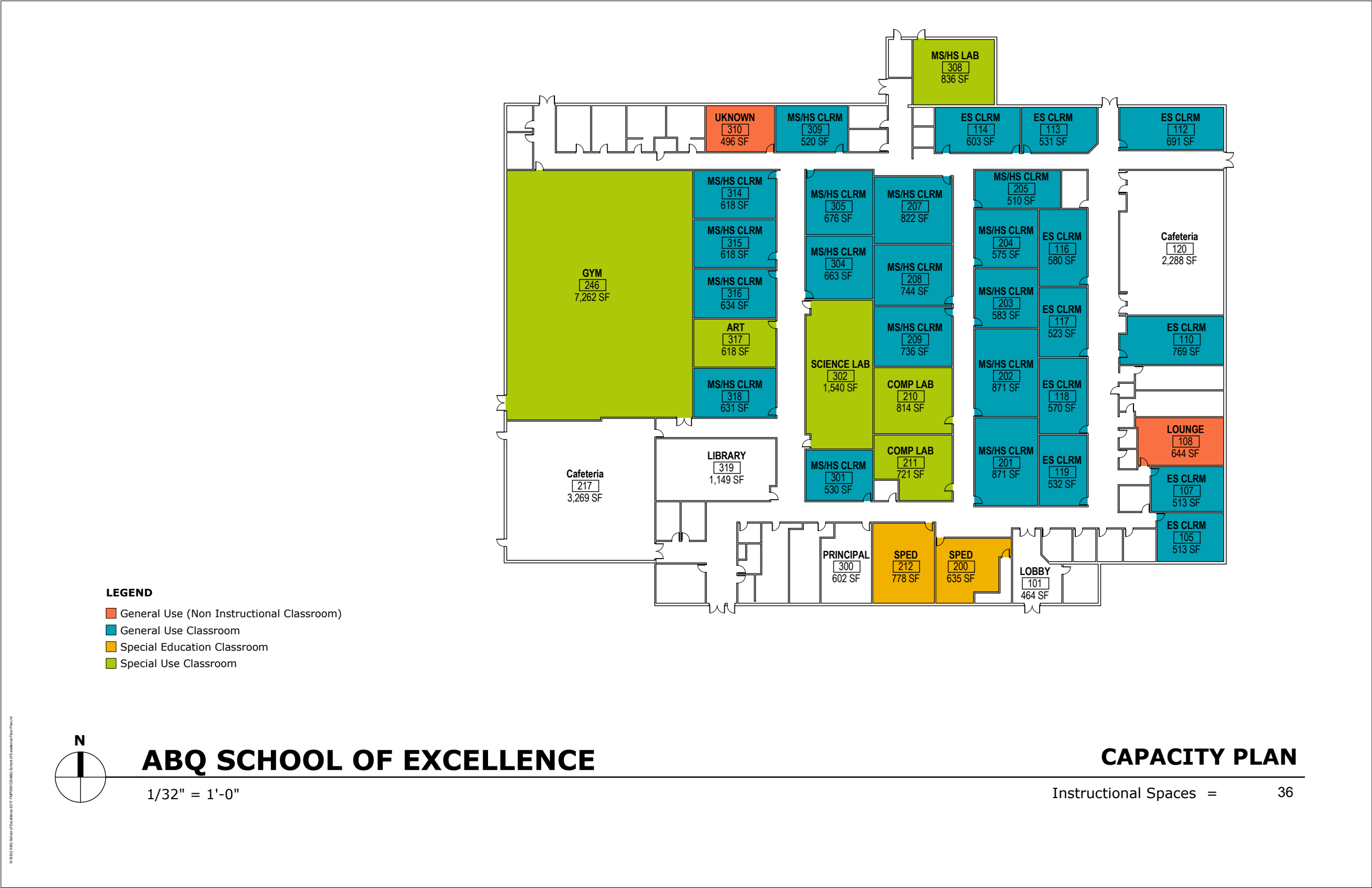
5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE CONSTRUCTION PLAN



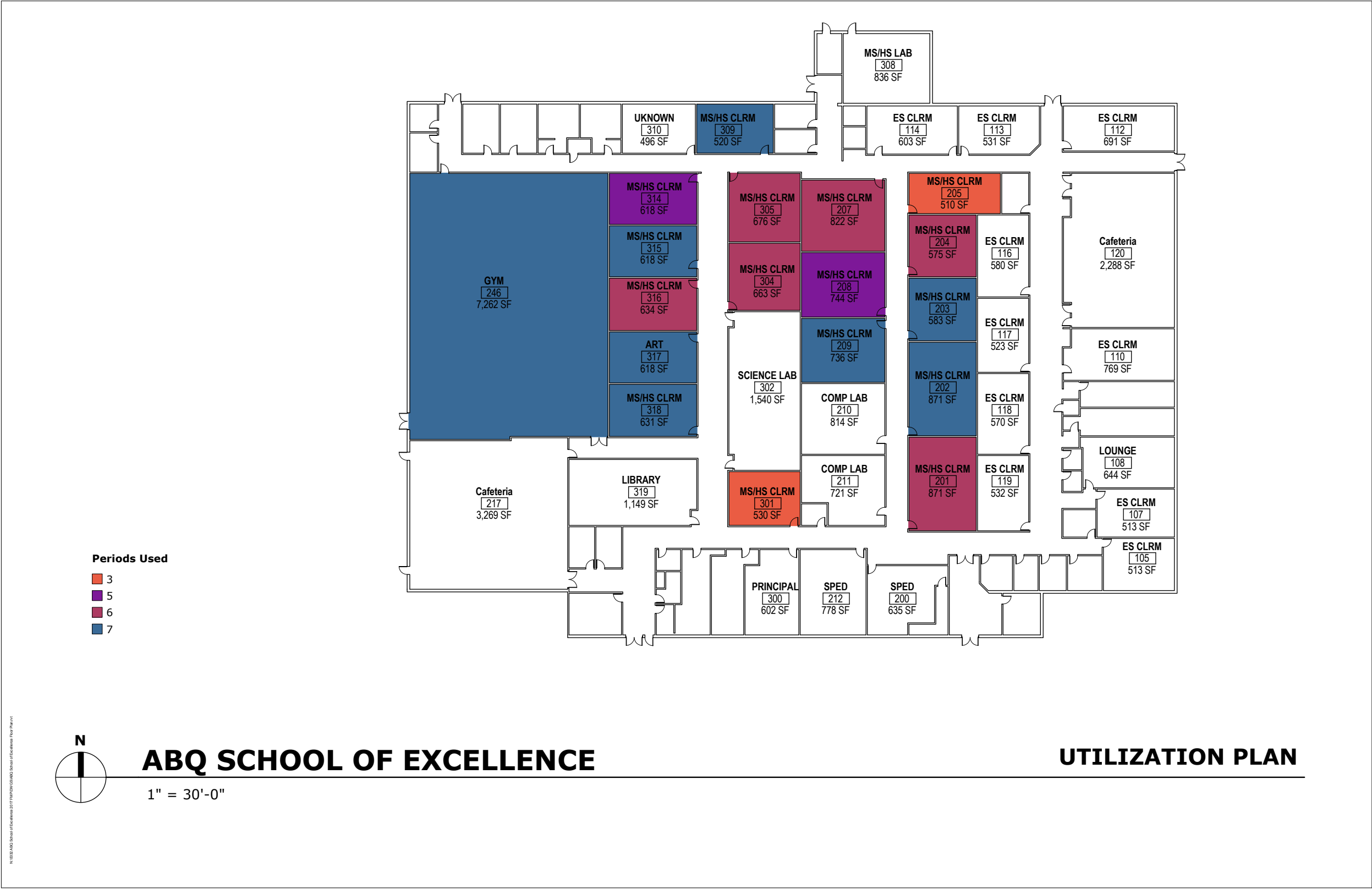
5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE FLOOR PLAN



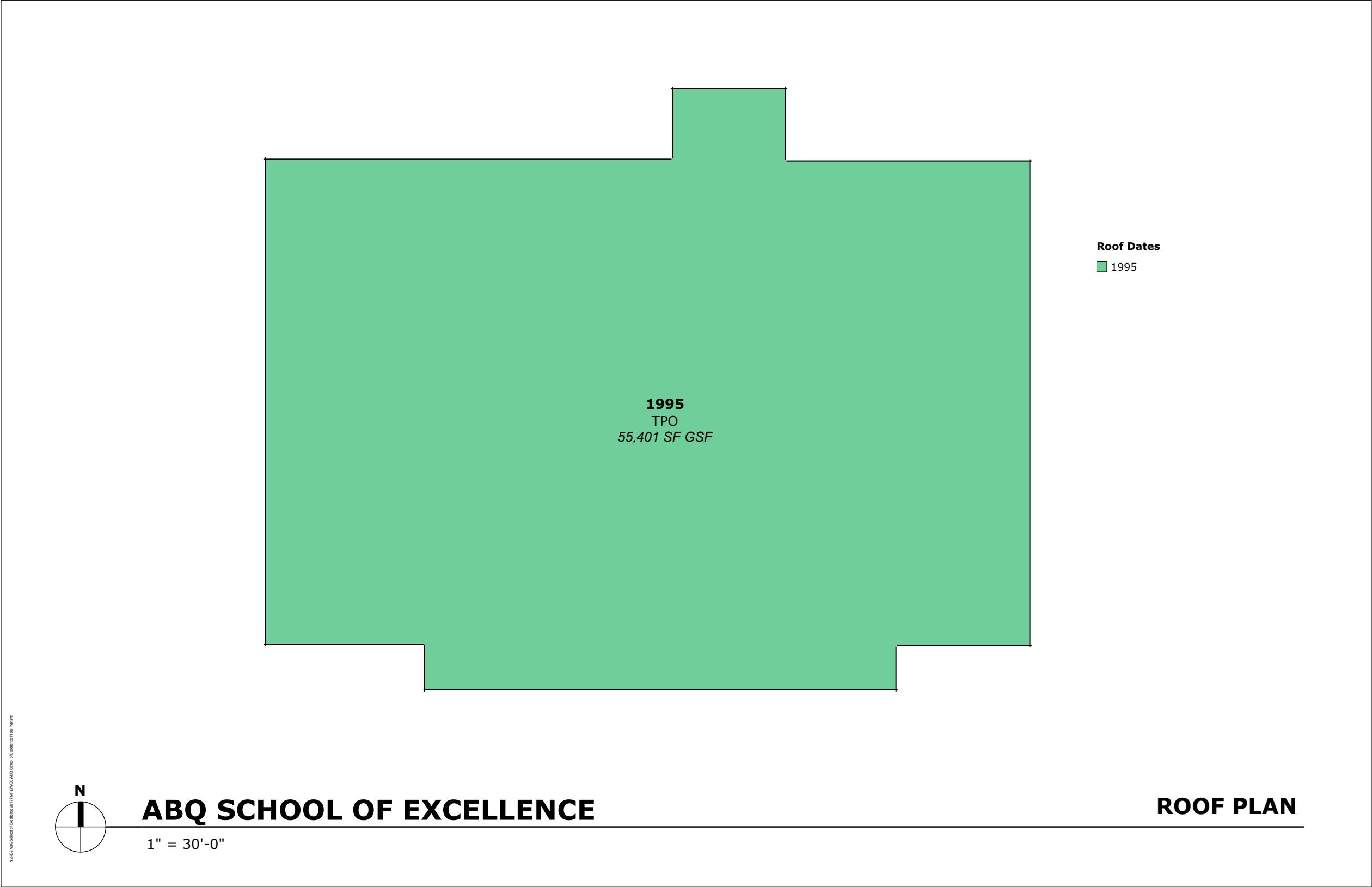
5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE CAPACITY PLAN



5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE UTILIZATION PLAN



5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE ROOF PLAN



Master Plan Support Material

5.4 FMAR - MAJOR AND MINOR FINDINGS

ASE is familiar with the PSFA Facilities Maintenance Assessment Report (FMAR) and the importance of the information it contains. During the process of this Facility Master Plan/Educational Specification, ASE was working with PSFA to create an Facilities Maintenance Assessment Report. ASE administration and its maintenance supervisor review the FMAR as it is received from PSFA.

Master Plan Support Material

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Master Plan Support Material

5.5 DETAILED SPACE AND ROOM REQUIREMENTS

Not Applicable

5.6 SUBMISSION

Not Applicable

5.6 APPENDIX

- ASE FAD Executive Summary Mark-up
- PBL Initiative Information Booklet
- Presentations
- Student / Parent Handbooks

Master Plan Support Material

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Iris K. Romero | Executive Director
Ryan Parks | Deputy Director of Capital Operations
Larry Tillotson | Deputy Director of Operations & Outreach

(505) 843-6272
<https://www.nmpsfa.org/>

August 26, 2024

Mr. Mustafa Ayik, Executive Director
Albuquerque School of Excellence
13201 Lomas Blvd NE
Albuquerque, NM 87112

Dear Mr. Ayik:

PSFA has received and reviewed the Albuquerque School of Excellence Strategic Plan, which provides an update to the school's Facilities Master Plan/Educational Specifications 2018-2023 (FMP). Per Section 22-24-5 NMSA 1978, school districts and state-chartered charter schools must have a current five-year facilities master plan (FMP) as a requirement for potential Public School Capital Outlay Council (PSCOC) awards to school districts and state-chartered charter schools. Based upon our review, PSFA is pleased to announce the information contained in the school's Strategic Plan, together with information from the 2018-23 FMP, satisfies the requirements for the PSFA Charter School FMP Renewal program. As a result, PSFA renews your 2018-23 FMP through the end of 2029 (2024-2029).

In reviewing your Strategic Plan, PSFA finds the following:

- The school recently completed a strategic plan. This Strategic Plan re-validates key recommendations from the 2018-2023 master plan, particularly the need for new elementary and high schools.
- The school currently operates two buildings on the current site serving students in grades K-12.
- The school recently completed a new elementary school on its site and provided PSFA with the floor plans.
- The school wants to buy and renovate a nearby building and move the high school to the facility.
- The school wants to replicate its K-12 model at a new site and raise its enrollment cap to 3,200 K-12 students. This will be a second location. Securing land and building a new K-12 facility recommendation in the school's Strategic Plan. The school has set a goal of accomplishing this task by 2027.
- The school's enrollment cap stands at 1,199 and its 2023-24 enrollment totaled 942 students as of the 2023-24 40th day counts.



PSFA encourages the school to review its FMP/Ed Specs and the Renewal Plan regularly and update should conditions change. If the school feels it could benefit from a comprehensive and substantial revision to its 2018-2023 FMP and Strategic Plan, The Albuquerque School of Excellence can apply for matching funds from the PSCOC at any time during the life of the Renewal or at the end of the renewal period in 2029.

We would like to congratulate the school for completing this important step that will guide your facility decisions over the next five years. We strongly believe that effective master planning will be beneficial to your school as it moves forward in serving the students of Albuquerque School of Excellence. Should you have any questions or desire additional information, please do not hesitate to call me at (505) 843-6272.

Sincerely,

A handwritten signature in black ink that reads "John Valdez". The script is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

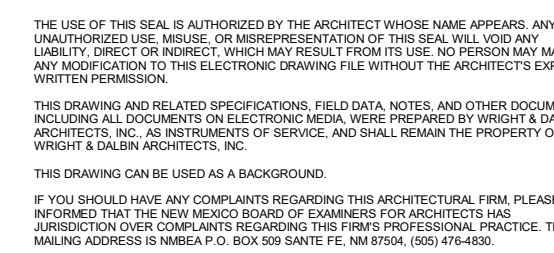
John M. Valdez, AICP
Facilities Master Planner



2

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CONTRACT DOCUMENTS COORDINATION





THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS COINCIDENTAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

ASE PK-5 EXPANSION

13201 Lomas Blvd NE, Albuquerque
NM, USA

OWNER

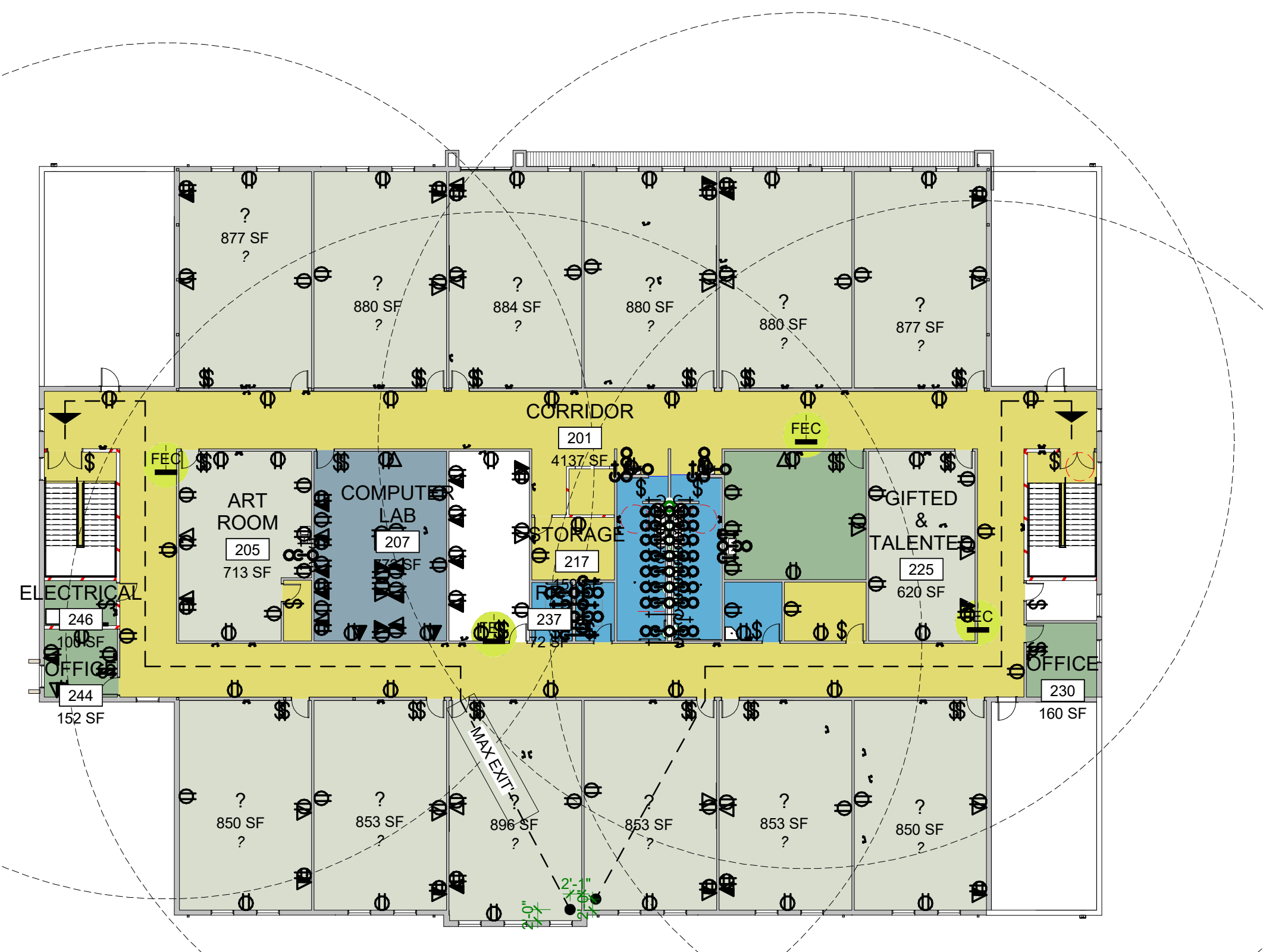
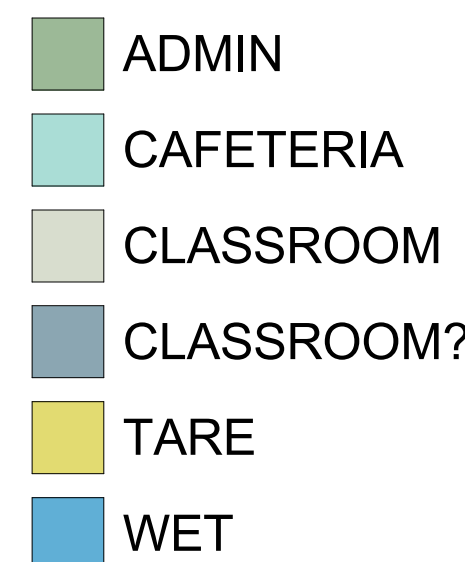
ALBUQUERQUE SCHOOL OF
EXCELLENCE**PERMIT SET**[illegible]

MARK	DATE	DESCRIPTION
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	09/27/19	
		Author
		Checker

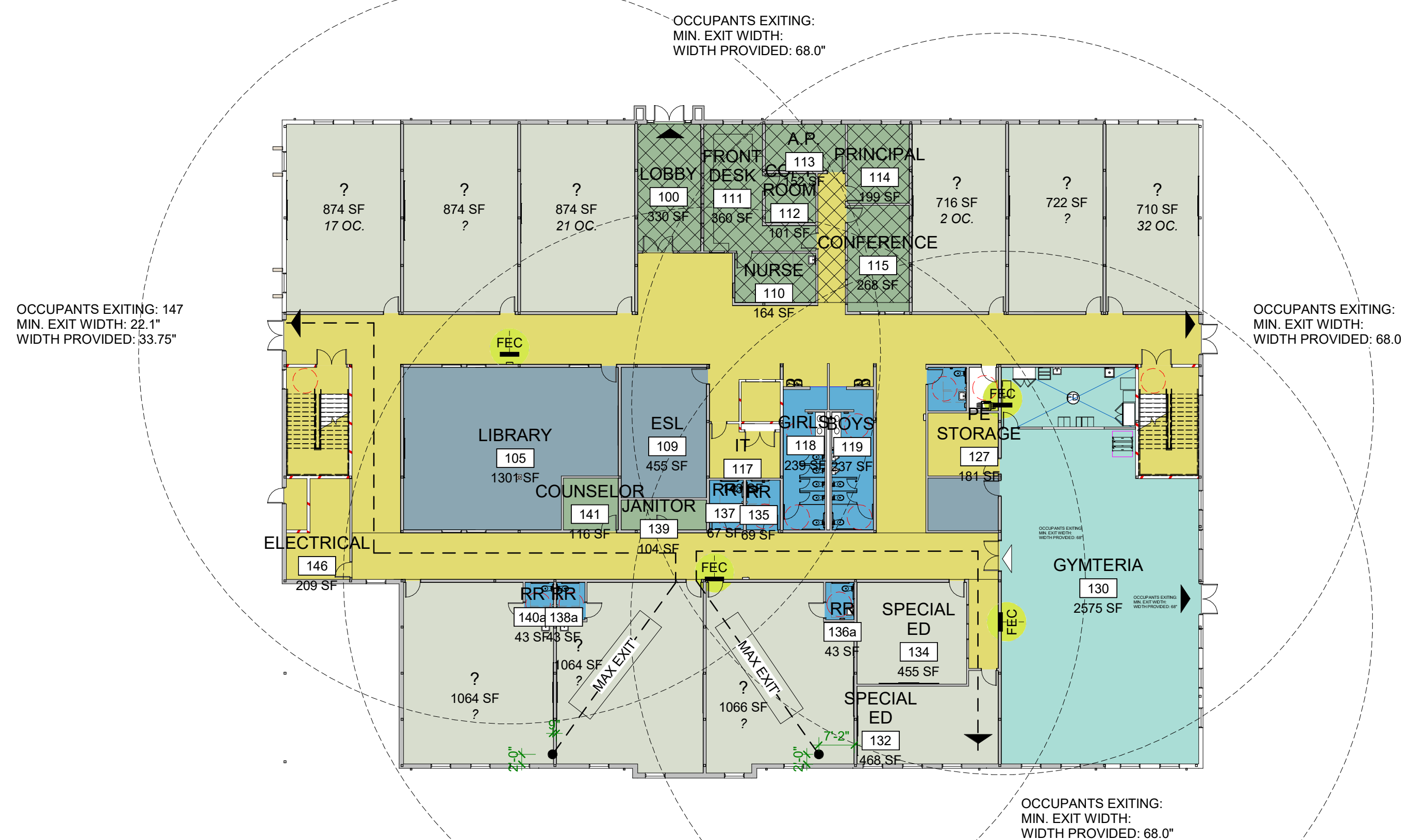
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LIFE SAFETY PLANS

G-101

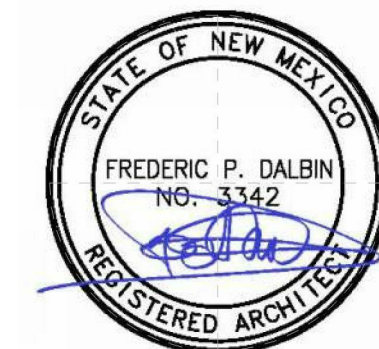


B1 **L2-LIFE SAFETY**
1" = 20'-0"



A1 **L1-LIFE SAFETY**
1" = 20'-0"





CONSULTANTS

CONTRACT DOCUMENTS COORDINATION
THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS CONSIDERED GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

ASE PK-5 EXPANSION

13201 Lomas Blvd NE, Albuquerque, NM, USA

OWNER

ALBUQUERQUE SCHOOL OF EXCELLENCE

UPDATED SET AS 04/02/2020

MARK	DATE	DESCRIPTION
6	03/17/2020	ADDENDUM 1
5	02/28/2020	REV 5
2	12/11/2019	ELEVATOR CHANGE
1	12/08/2019	CITY COMMENTS

190753
10/14/2019
JT/EA
FD

SHEET TITLE

FIRST FLOOR PLAN

A-101

GENERAL NOTES

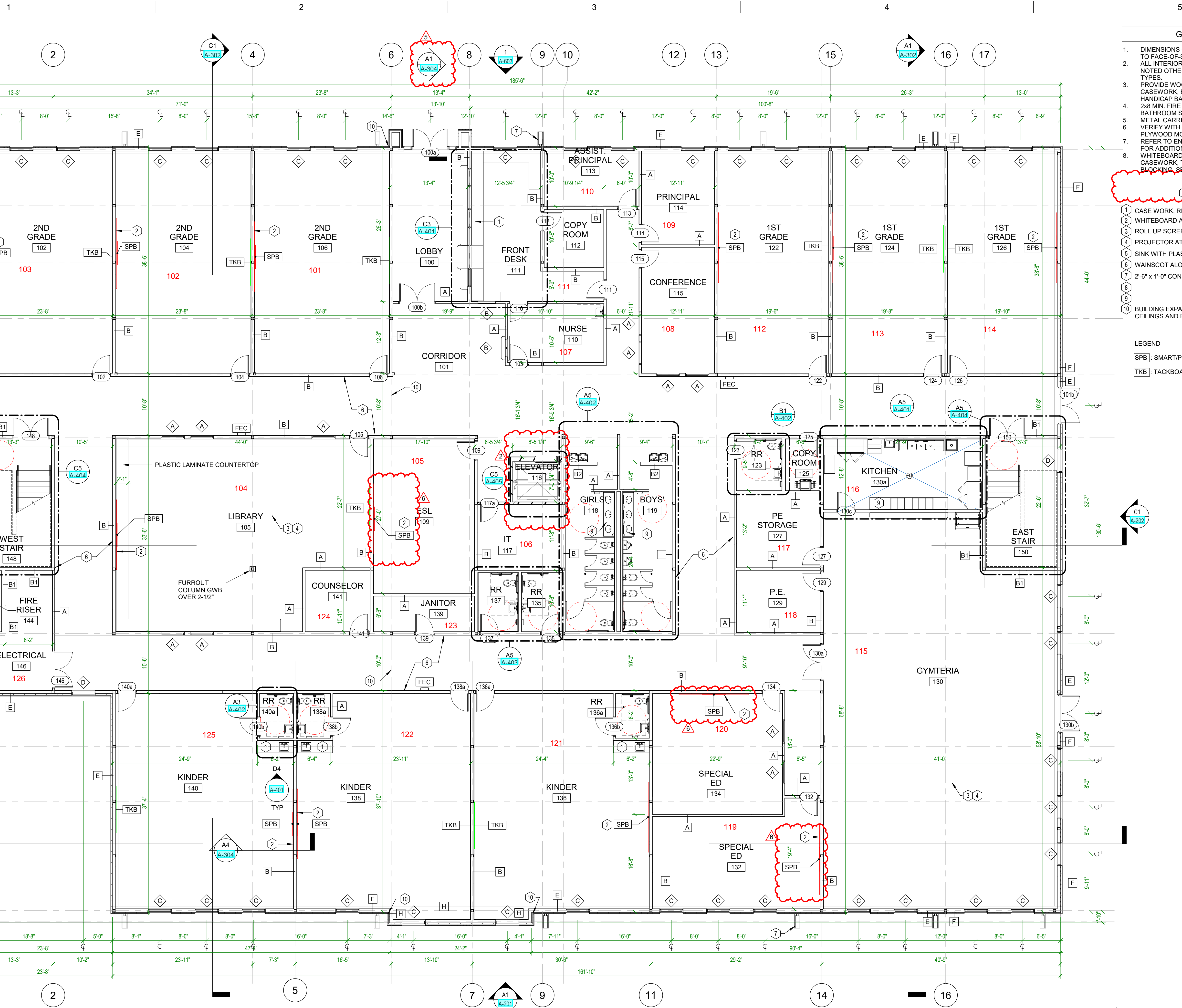
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- ALL INTERIOR PARTITIONS ARE WALL TYPE "B" UNLESS NOTED OTHERWISE SEE SHEET G-001 FOR ALL WALL TYPES.
- PROVIDE WOOD BLOCKING AS REQUIRED FOR ALL CASEWORK, BOARDS, DRINKING FOUNTAINS, HANDICAP BARS, AND LOCKERS.
- 2x8 MIN. FIRE RETARDANT LUMBER BLOCKING FOR BATHROOM STALLS.
- METAL CARRIERS ON LAVATORY SINKS.
- VERIFY WITH ELECTRICAL PLANS, LOCATION OF PLYWOOD MOUNTING BOARD ON IT/SERVER ROOMS.
- REFER TO ENLARGED PLANS, INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.
- WHITEBOARDS, TACKBOARDS, ROLL UP SCREEN, CASEWORK, TOILET PARTITIONS, RAILINGS, PROVIDE BLOCKING SEE DETAIL C-0405.

KEY NOTES

- CASE WORK, REFER TO INTERIOR ELEVATIONS.
- WHITEBOARD AND PROJECTOR ABOVE : (SPB) BY OTHERS.
- ROLL UP SCREEN: BY OTHERS.
- PROJECTOR ATTACHED TO CEILING: BY OTHERS.
- SINK WITH PLASTER TRAP.
- WAINSCOT ALONG ENTIRE CORRIDOR TO 54", TILE 18"x18".
- 2'-6" x 1'-0" CONCRETE SPLASH BLOCK.
-
-
- BUILDING EXPANSION JOINT SYSTEM FOR FLOOR, WALLS, CEILINGS AND ROOFS.

LEGEND

SPB : SMART/PROJECTOR BOARD
TKB : TACKBOARD



FIRST FLOOR PLAN

1/8" = 1'-0"



1. DIMENSIONS ON THIS SHEET ARE FROM FACE-OF-STUD TO FACE-OF-STUD UNLESS NOTED OTHERWISE.
2. ALL INTERIOR PARTITIONS ARE WALL TYPE "B" UNLESS NOTED OTHERWISE SEE SHEET **G501** FOR ALL WALL TYPES.
3. PROVIDE WOOD BLOCKING AS REQUIRED FOR ALL CASEWORK, BOARDS, DRINKING FOUNTAINS, HANDICAP BARS, AND LOCKERS.
4. 2x8 MIN. FIRE RETARDANT LUMBER BLOCKING FOR BATHROOM STALLS.
5. METAL CARRIERS ON LAVATORY SINKS.
6. VERIFY WITH ELECTRICAL PLANS, LOCATION OF ALL WYNDOW MOUNTED BALL BEARING TURNER ROOMS. REFER TO ENLARGED PLANS, INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION.
7. WHITEBOARDS, TACKBOARDS, ROLL UP SCREEN, CASEWORK, TOILET PARTITIONS, RAILINGS, PROVIDE BLOCKING. SEE DETAIL C2/A505.

- 1 CASE WORK. REFER TO INTERIOR ELEVATIONS.
- 2 WHITEBOARD AND PROJECTOR ABOVE : (SPB) BY OTHERS.
- 3 ROLL UP SCREEN: BY OTHERS.
- 4 PROJECTOR ATTACHED TO CEILING: BY OTHERS.
- 5 SINK WITH PLASTER TRAP.
- 6 WAINSCOT ALONG ENTIRE CORRIDOR TO 54". TILE 18"x18".
- 7 2'-6" x 1'-0" CONCRETE SPLASH BLOCK.
- 8
- 9
- 10 BUILDING EXPANSION JOINT SYSTEM FOR FLOOR, WALLS, CEILINGS AND ROOFS.

SPB : SMART/PROJECTOR BOARD

TKB : TACKBOARD

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS COINCIDENTAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

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