

## School Location Within District Notification Form

The Charter Contract, was entered into by and between the New Mexico Public Education Commission, and **RAICES DEL SABER XINACHTLI COMMUNITY SCHOOL**, effective **1st of July, 2019**. **RAICES DEL SABER XINACHTLI COMMUNITY SCHOOL** was approved for a Five **(5) Year term** in the Charter Contract

**RAICES DEL SABER XINACHTLI COMMUNITY SCHOOL** requests consideration from the Public Education Commission (PEC) to change the terms of its Contract as follows:

Charter Contract currently states:

**SCHOOL NAME:** RAICES DEL SABER XINACHTLI COMMUNITY SCHOOL

**ORIGINAL ADDRESS:** 2211 N. Valley Drive, Las Cruces, New Mexico 88007

**AUTHORIZED GRADE LEVELS:** K-5

Notifies the Public Education Commission, Section 4.11 of the school's contract shall state beginning on:

**EFFECTIVE DATE OF CHANGE:** July 25, 2019

**SCHOOL NAME:** RAICES DEL SABER XINACHTLI COMMUNITY SCHOOL

**NEW PHYSICAL ADDRESS:** 400 Bell Ave, Las Cruces, New Mexico 88005

**AUTHORIZED GRADE LEVELS:** K-5

Identify the new address at which the school will be operating, including the street address, city, state, and zip code.

**RAICES DEL SABER XINACHTLI COMMUNITY SCHOOL** Location within District Notification is hereby submitted by, **Angela Stock, School Principal**, on **8/6/19** and affirms the school meets the following eligibility criteria:

- ☐ Notification must be submitted and approved by the PEC prior to the physical move; and
- ☒ The school's governing board is in compliance with all reporting requirements.

\_\_\_\_\_  
Charter School Representative Signature

\_\_\_\_\_  
Date

**RAICES DEL SABER XINACHTLI COMMUNITY SCHOOL** Location within District Notification was:

☐ Approved ☐ Denied

Angela Stock  
\_\_\_\_\_  
Chair, Public Education Commission

\_\_\_\_\_  
Date

## Raíces Narrative Temporary Location

On July 11, 2019 we were informed that a permit from the Department of Transportation (DOT) was holding up progress on the renovations of the future Raíces school site. This made it unlikely that the school would be ready for occupancy on August 8. The Head Administrator immediately began looking for an alternate, temporary location. La Academia Dolores Huerta was the best location to begin the school year because it already had established e-occupancy and Melissa Miranda the Head Administrator was willing to allow Raíces staff and students to occupy three of their portables. LADH rents their facility from the Las Cruces Public Schools. Therefore, LCPS was notified and asked for permission from their board which was approved. A total of fifty-eight students were displaced because of the temporary location all due to lack of transportation on the part of Raíces according to the Director of Operations and Community Engagement who called each individual parent already enrolled in our school. Parents were told they had the option to enroll their children in their respective districts, which some did. Raíces Del Saber held a parent orientation on July 29, 2019. Parents who attended were once again informed about the new temporary location.

All educational materials, classroom supplies and classroom furniture that were going to be provided at the permanent Raíces location got ordered for the temporary site. In the first week Raíces borrowed furniture from LADH until the furniture for Raíces arrived. All educational materials and classroom supplies arrived within the first week and are in use now. Every staff member's background clearance has been completed and cleared prior to students arriving on the 8<sup>th</sup> of August (first day of students). Head administrator called to confirm, and the clearances arrived on the 9<sup>th</sup> of August. Ancillary staff is being contracted either through CES or through personal contacts. All staff have received professional development in balanced literacy (units of study is the curriculum being used along with Estrellitas as an intervention supplement).

## SUBLEASE

This SUBLEASE ("Sublease") is entered into as of July \_\_, 2019 ("Effective Date") by and between La Academia Dolores Huerta, a state-chartered public charter school (LADH), and Raíces del Saber Xinachtli Community School, a state-chartered public charter school ("Raíces").

WHEREAS, LADH is the holder of certain rights pursuant to that lease dated July 1, 2018 by and between LADH and the Board of Education of the Las Cruces Public School District #2 (LCPS), a true and correct copy of which is attached hereto as **Exhibit A** ("Lease Agreement").

WHEREAS, LADH and Raíces wish to enter into an agreement by which Raíces may use a portion of the premises that LADH has leased from LCPS upon the terms and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree, contract, and bind themselves as follows:

1. Agreement to Sublease. LADH hereby subleases and demises to Raíces, Raíces hereby subleases and takes from LADH, all right and interest of LADH in and to the area described in **Exhibit B** ("Premises"), subject to the terms and conditions herein set forth. This Sublease incorporates and is subject to the Lease Agreement, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length.
2. Term. Unless earlier terminated as provided herein, LADH hereby subleases to Raíces and Raíces hereby subleases from LADH the Premises for a minimum of two (2) months from August 8, 2019 to October 11, 2019, but no more than four (4) months (the "Term"). There shall be no holding over under the terms of this Sublease agreement under any circumstances.
3. Rent. LADH will not charge rent over the term of this sublease. Thus, Raíces may use the Premises only for the purpose of a charter school during this period, without charge.
4. Use and Obligations. Unless otherwise agreed by the parties in writing, Raíces shall use the Premises only for the purpose of a charter school existing under the laws of the State, and a charter school's related activities, including but not limited to those activities described in Raíces' charter. During the Term, Raíces shall be responsible for all obligations of LADH for the Premises under the Lease Agreement. This shall not affect, however, LADH's



obligations to LCPS under the Lease Agreement.

5. Utilities. Currently, all utilities including water, electricity, natural gas, telephone and refuse collection are paid by LADH directly to the charging entity. Raíces agrees to pay its pro rata share of utility charges directly to LADH.

6. Custodial and Related Services. Raíces shall be responsible for providing their own staff for custodial services to maintain the interior and grounds surrounding the Premises as well its own staff for food service.

7. Duty to Insure. During the term of this Sublease, Raíces shall, at its own expense, insure itself against loss or damage to Raíces' personal property that is used on the Premises, including fixtures. Raíces shall, at its own expense, obtain and maintain all other insurance coverage required of it pursuant to Section 6.20.2.20 NMAC, including without limitation adequate commercial general liability insurance and workers compensation insurance.

8. Condition of Premises Upon Surrender. Raíces agrees to surrender and deliver to LADH the Premises and all furniture and decorations within the Premises in as good a condition as they were at the beginning of the term, excepting reasonable wear and tear, approved alterations, and damage not resulting from Raíces' negligent or willful act.

9. Liability. Each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to person or property to the extent they result from the negligence of its employees or agents. By entering into the Sublease, the parties shall not be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Sublease or use of the Premises.

10. Default. An event of default under this Sublease shall be failure to comply with any term, provision or covenant of this Sublease, and failure to cure such failure within thirty (30) days after receiving written notice thereof, unless such matter cannot reasonably be cured within the requisite time period, in which case, so long as steps to cure shall, in good faith, be commenced within the requisite time period, no default will be said to have occurred. The non-defaulting party shall be entitled to reasonable attorney fees resulting from any event of default.

11. Use of Parking Facilities. Raíces shall be permitted to use approximately \_\_\_\_ parking spaces appurtenant to the building for no additional rent.



12. Applicable Law. This Sublease shall be governed by and construed under and in accordance with the laws of the State of New Mexico.

13. Attorney's Fees. In the event that any Party shall employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Sublease or to recover damages for the breach of any portion of this Sublease, the non-prevailing Party in any action pursued agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorney's fees, expended or incurred in connection therewith.

14. Headings. The headings contained in this Sublease are for reference and convenience purposes only and shall not in any way affect the meaning or interpretation hereof.

15. Multiple Counterparts. This Sublease may be executed in several identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement.

16. Parties Bound. The terms and provisions of this Sublease shall be binding upon, inure to, extend to and be for the benefit of the heirs, successors, assigns, and legal representatives of the respective parties hereto.

17. Survival. The warranties, representation, covenants and other terms and provisions hereof shall survive the expiration or termination of this Sublease.

18. Severability. If any provision of this Sublease shall, for any reason, be held violative of any applicable law, and so much of this Sublease is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

19. No Modification of Lease Agreement. This Sublease does not modify or amend any of the terms or provisions of the Lease Agreement and does not have any effect whatsoever on LADH's rights and obligations under the Lease Agreement.

20. Notice. Except as otherwise provide herein, any notice and other communication shall be in writing, and any such notice shall be had delivered, sent by facsimile or sent by registered or certified mail, if desired, return receipt requested, postage prepaid, as follows:

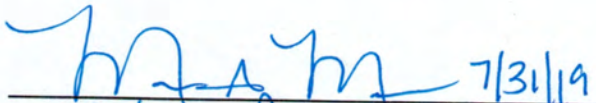
If to LADH: La Academia Dolores Huerta  
Attn: Melissa Miranda  
1480 N. Main Street  
Las Cruces, NM 88001

If to Raíces: [insert name and address]

21. Entire Agreement. This Sublease incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Sublease. No prior agreement or understanding, verbal or otherwise, of the parties or their agent shall be valid or enforceable unless embodied in this Sublease.

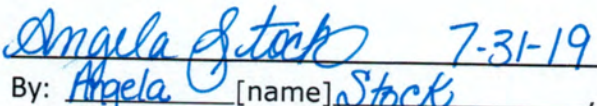
IN WITNESS WHEREOF, LADH and Raíces have executed this Sublease to take effect as of the date set forth herein:

**LA ACADEMIA DOLORES HUERTA,**  
a State chartered public charter school:

  
By: Melissa [name] Miranda,  
Head [title] Administrator

AND

**RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL,**  
a state-chartered public charter school:

  
By: Angela [name] Stock,  
Head [title] Administrator



**ATTACHMENTS:**

**EXHIBIT A - Lease Agreement – LADH and LCPS**

**EXHIBIT B – Description of portion of property to be occupied by Raíces.**

## **EXHIBIT B**

### **DESCRIPTION OF PORTION OF PROPERTY TO BE OCCUPIED BY RAÍCES**

Raíces shall occupy three (3) portables located on the east side of the building, containing 750 square feet more or less.