



## **Part E—Description of the Charter School Facilities and Assurances\***

(A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978)

\* All schools must provide a response for this section of the application.

E. Facility

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978.

The school must provide a narrative description of its facilities. The school should attach any facility plans or the school’s Facility Master Plan in **Appendix D**.

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix D**, indicating that the school facility meets the requirements at Subsection C of 22-8B-4.2 NMSA 1978. (If the charter school is relocating or expanding to accommodate more students.)

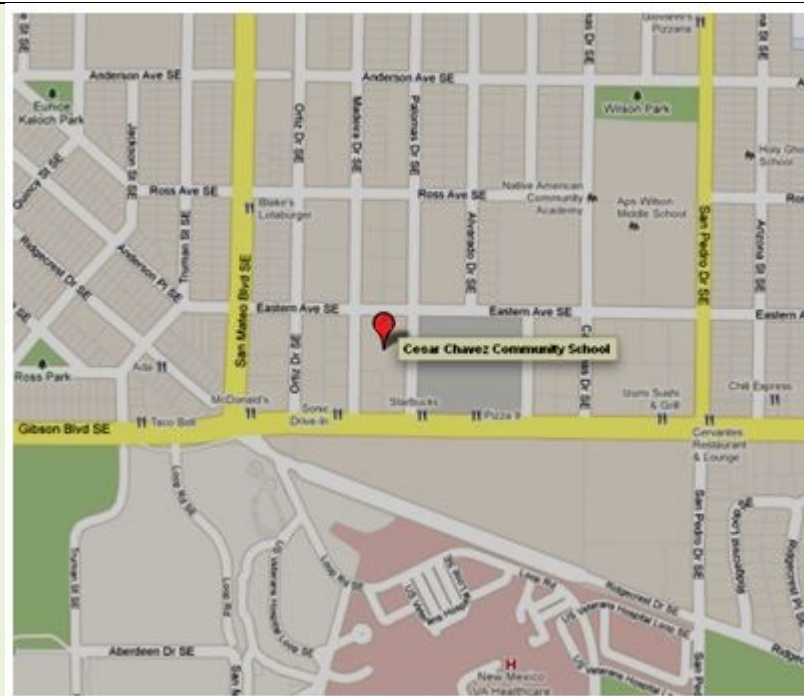
The school must also provide assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978, including subsections A, C, and D. A template is available from the PEC’s website.

*School response:*

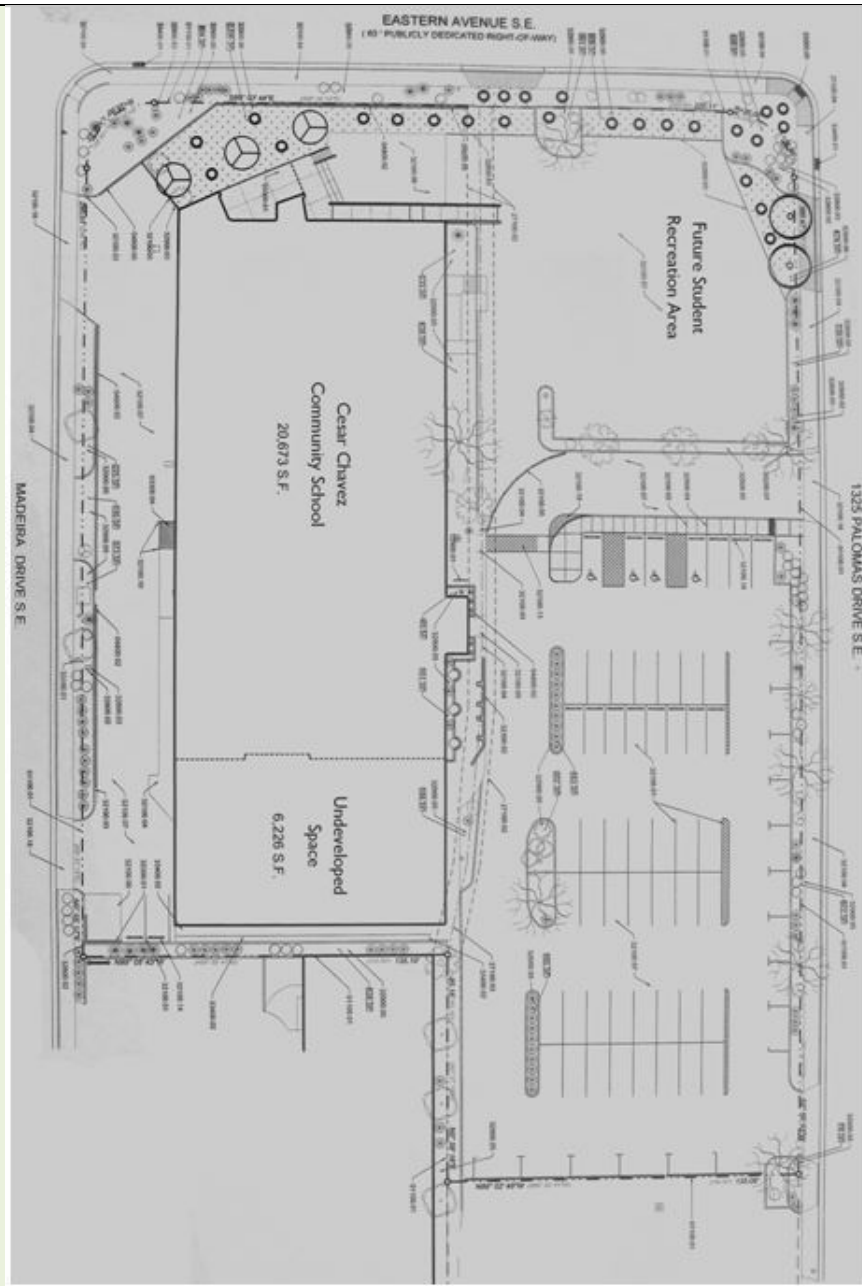
**CESAR CHAVEZ COMMUNITY SCHOOL**



Cesar Chavez Community School is located in the southeastern quadrant of Albuquerque at 1325 Palomas Dr. SE, Albuquerque, NM 87108. The southeastern quadrant is close to the University of New Mexico and affords ample opportunities for students to participate in social, educational, and cultural offerings. The area also includes Kirkland AFB, where the population is transient, staying approximately 5 years before moving on. Public bus routes are nearby, which give families lacking personal transportation better access to the school. See Location below:



The site location is on a quiet corner of Palomas Drive SE and Eastern Avenue SE. No concerns have arisen in the neighborhood. There is sufficient parking for staff and students on site. The northeast corner of the site has been fenced and is used for student recreation. See Site Map below:



Following is a table that includes Cesar Chavez Community School's site and facility data:

Date of Occupation of Building	August 2010
NMCI	35.90 %
Lease	The site is subleased from the school foundation,



	CCCSEF
Total Building Area	26,000 GSF
Current Net Usable Space	20,000 NSF
Site Acreage	2.24 Acres
Total Number of Classrooms:	12
2017-18 40-Day Enrollment	204
Enrollment Cap	300
Number of Gross Square Feet per Student	144
Site Utilities and Water Sources	City of Albuquerque

As indicated in the table above, the facility consists of one 26,000sf building. Currently, 20,000sf have been remodeled to meet the instructional and program needs of the school. The remaining 6,000 sf may be leased or used as a shared space in the future. No specific plans have been made at this time.

The facility fully supports the on-going implementation of the school's mission and its instructional programs.

- Classrooms allow multiple methods of instructional delivery and various arrangements to meet student needs.
- Common space is large enough for accommodate group gatherings and a variety of uses.
- The layout of the interior visually and physically maximizes supervision and safety.
- Offices and small meeting rooms accommodate the individualized and supportive focus of the school.
- The facility is attractive and comfortable, creating an inviting atmosphere appropriately reflecting the expectation that all students and families deserve such an environment in every public school.

A Floor Plan displaying utilization of space follows:



The following facility documents are attached in Appendix D for reference:

- A copy of the building E-Occupancy certificate

- A letter from the PSFA with the facility's NMCI Score
- A notarized Certification Form B providing assurances that the facilities are in compliance with the requirements of Section 2c2-8B-4.2 NMSA 1978, including subsections A, C, and D.
- A copy of Cesar Chavez Community School's Five-Year Facility Master Plan (FMP)/Ed Specification dated 2015-2020
- A copy of PSFA's 2015-2020 FMP Approval Letter
- A copy of Cesar Chavez Community School's 2018 Preventive Maintenance Plan
- Cesar Chavez Community School Lease Agreement

Long-term plans include purchase of a facility.

# 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 1325 PALOMAS DR SE Zip 87108

Portion of Building CHANGE OF OCCUPANCY

Use Classification COMMERCIAL PROJECT Bldg. Permit No. 201090658

Occupancy Group E Type of Construction II B SPKLD Land Use Zone SU-1

Owner of Building CSPS Address 2305 Anthony Village, # E-390, Henderson NV

By [Signature]

Date: August 6, 2010

[Signature]  
Chief Building Official

POST IN A CONSPICUOUS PLACE

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



Jonathan Chamblin, Director

Martica Casias, Deputy Director

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

June 6, 2018

Tani Arness, Executive Director/Principal  
Cesar Chavez Community School  
1325 Palomas Dr. SE  
Albuquerque, NM 87108

**RE:** Facility for Cesar Chavez Community School, 1325 Palomas Dr. SE, Albuquerque, NM 87108

**VIA E-MAIL**

Ms. Arness,

Public School Facilities Authority (PSFA) has reviewed the proposed facilities for the Cesar Chavez Community School. This review was conducted pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978.

PSFA performed a review of the existing facility on March 06, 2018 for the proposed Charter School indicated above.

PSFA is pleased to advise you that this review has resulted in a weighted New Mexico Condition Index (wNMCI) score of 35.90 %.

Please feel free to contact me if you have any questions or concerns regarding this correspondence. I can be reached at (505) 468-0295.

Respectfully Submitted,


Timothy Rybarczyk, Facilities Specialist  
Public School Facilities Authority

Cc; Norma Ahlskog, PSFA Financial Specialist  
Martica Casias, Planning & Design Manager

**CERTIFICATION B**  
**No Public Facility Available**

The undersigned hereby certify under penalty of perjury that Cesar Chavez Community School has diligently sought space in public buildings and that such public buildings are not available or have been determined not to be adequate for the education program of Cesar Chavez Community School.

**Charter School Governing Board President**

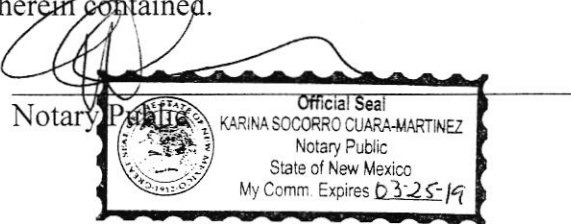
By:   
 Print Name: Dan Shapiro  
 Print Title: CCCS GC President  
 Date: June 7, 2018

[illegible]

On this 7 day of June, 2018, before me, the undersigned officer,  
personally appeared \_\_\_\_\_,  
known to me to be the person whose name is subscribed to the within instrument, and  
acknowledged executing the same for the purpose therein contained.

My Commission Expires:

03-25-19

**Charter School Principal / Administrator**

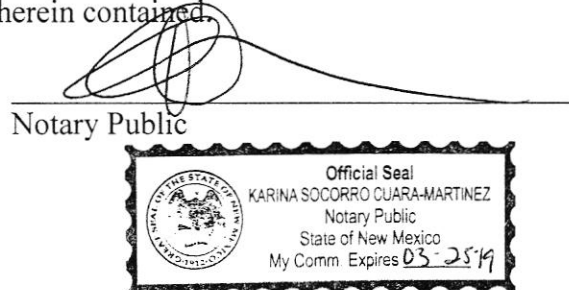
By: Tani Arnese  
Print Name: Tani Arnese  
Print Title: CCCS Executive Director  
Date: June 7, 2018

STATE OF NEW MEXICO )  
COUNTY OF Bernalillo ) ss.

On this 7 day of June, 2018 before me, the undersigned officer,  
personally appeared \_\_\_\_\_  
known to me to be the person whose name is subscribed to the within instrument, and  
acknowledged executing the same for the purpose therein contained.

My Commission Expires:

03-25-19



**Use note:**

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

# **Cesar Chavez Community School**

## **Charter LEA Five-Year Facility Master Plan/ Ed Specification Dated 2015 - 2020**



Approved by CCCS Governance Council on August 25<sup>th</sup>, 2015



**Facility Located at:**

**1325 Palomas Dr. SE  
Albuquerque, NM 87108**

**Contact:**

**Tani Arness, Executive Director  
Phone: (505) 877-0558  
Fax: (505) 242-1466**

**Acknowledgements:**

This document was largely the creation of three Cesar Chavez personnel. The bulk of the work and the lead on the project was Caryl Thomas, the former principal of the school. Graphical work and document formatting were the responsibility of Nathan Everett, the IT/Data Coordinator. Dollar amounts for financial documentation and additional guidance on pieces pertaining to school governance were provided by Rebekah Runyan, the business manager.

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## **Charter School Overview**

Cesar Chavez Community School (CCCS) has not made a request to APS for location in an existing district facility.

The original CCCS FMP application is dated August 2011, for the period 2010-2015. This is a renewal application for the period 2016-2021.

CCCS has an enrollment cap of 300 students.

CCCS has reviewed the Statewide Adequacy Standards NMAC 6.27.30 and the Charter-Alternative Statewide Adequacy Standard Variance.

### ***Acronyms /Definitions***

CCCS – Cesar Chavez Community School

CCCSEF – Cesar Chavez Community School Education Foundation

CIP – Capital Improvement Plan – budget – planning tool that applies available dollars to capital projects in order of committee defined priorities.

ED SPEC – Education Specification – document that describes the programmatic, functional, special, and environmental requirements for the educational facility.

ELL – English Language Learner – those for whom English is not the primary language spoken in the home.

E-Rate – Federal funding to help school and libraries access state-of-the-art services and technologies at discounted rates.

FAD – Facilities Assessment Database

FMP – Facility Master Plan

LEA – Local Education Agency

MP – Master Plan

PSCOC – Public School Capital Outlay Council – the NM legislative authority that is responsible for spending annual school capital budgets on state schools utilizing fair and equitable practices.

PSCOC – Public School Capital Outlay Council – the NM legislative authority that is responsible for spending annual school capital budgets on state schools utilizing fair and equitable practices.

PSFA – Public School Facilities Authority – The New Mexico agency that implements policy and procedure proposed by the PSCOC.

SEG – State Equalization Guarantee

## **1.0 GOALS/MISSION**

### ***1.1 Goals***

#### **1.1.1 Mission**

Cesar Chavez Community School offers intensive support to students entering or reconnecting to high school through flexible and personalized programs during non-traditional hours. We prepare our graduates for their next steps, including education, training, work, family, and participation in the community.

#### **1.1.2 General Educational Philosophy**

The CCCS educational philosophy and approach, as identified in the current charter, are summarized as follows:

- Provide alternative school schedules for those students whose life responsibilities or personal challenges make standard schedules difficult or impossible;
- Implement key commitments focused on small classes, high levels of student support, increased student engagement, demanding, accessible and relevant curriculum, and wider community connections;
- Provide intensive remedial assistance in reading and math for those students not performing at proficient levels;
- Offer credit recovery and a second chance for drop-outs;
- Offer vocational and school-to-work preparation as integral to the CCCS learning experience;
- Support dual enrollment and student success in pursuing post-secondary goals.
- Establish a safe, welcoming and very supportive small school environment for students and parents.
- Plan according to state-wide adequacy standards while meeting CCCS program needs.

#### **1.1.3 Serving the Community**

CCCS continues to welcome opportunities for shared use. The school's class schedule, which extends into the evening hours, must be considered in making the building available for other uses. The wide geographical spread of CCCS families' home areas also affects the shared-use possibilities.

Additionally, CCCS students will utilize other community resources as part of their physical education, fine arts, and life skills programs.

Shared use has included:

- Field trips into community areas, such as UNM to view fine arts presentations and recreational facilities for physical education opportunities.
- School-to-work, service learning, and dual enrollment opportunities.
- Job Fairs
- Community member participation as volunteers, speakers, etc.
- PTO meetings.

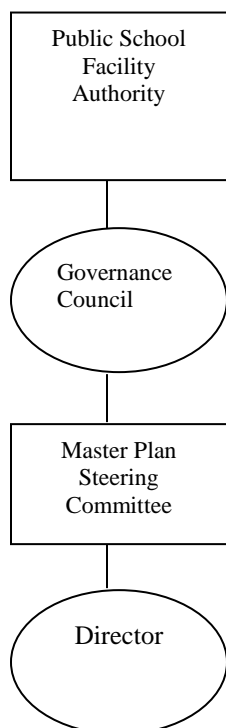
## 1.2 Process

### 1.2.1 Data Gathering and Analysis

Historically, CCCS considered that its prior location might serve as a permanent facility. At that time a number of factors converged, changing the long term viability of the location and shifting the school's vision and needs toward the search for a different facility to meet its permanent requirements.

CCCS became a state-authorized LEA and no longer fell under the APS FMP. The ownership of the building reverted from a non-profit organization back to a private landlord. The intent to have multiple schools share one building became unworkable due to the needs of the populations served and the complications of splitting an existing building to allow for future purchase. The space available to CCCS in the building ceased to meet the evolving program needs of the school and did not allow for projected enrollment increases and program development. The initial CCCS 2010-2015 FMP was written when the school moved into its current, permanent facility.

In Spring 2015, as this FMP update is written, no significant changes in the building, programming, or capital planning have been identified.



Decision making flow chart  
for Cesar Chavez  
Community School

Future capital planning and decision-making for the facility will follow, as needed, the same process as the initial planning describe in the 2010-2015 FMP. The school's Director and Business Manager will create budget projections that specify the financial parameters required in planning for capital improvements. This information will be shared with the Master Plan Steering Committee and reflected in subsequent planning meetings and decisions. Through this process, capital plan priorities will evolve as appropriate:

- Develop the capital improvement plan. The administrator, business manager, GC members and an experienced community member create budget projections to identify reasonable and sustainable levels of expenditures.
- Present to the CCCS staff and the parent involvement group and incorporate feasible ideas and suggestions from the groups.
- Present to Cesar Chavez Governance Council members for plan acceptance and approval.
- Student groups shown developing plans and invited to offer suggestions.

### Master Plan Steering Committee

Tani Arness	CCCS Director
Shelley Baquet	Staff
Karina Cuara	Parent/Staff
Rebekah Runyan	Staff
Stan Albrycht	Community-charter administrator
Nathan Everett	Community-neighborhood resident
Dan Shapiro	Governance Council Member

### Planning Meeting Participants

Birgitta Gustafson	Staff
Joseph Crumb	Community-neighborhood resident
Jennifer Schneider	Staff
Nathan Everett	Community-neighborhood resident
Jeff Riley	Staff
Rodrigo Martinez	Staff
David Lang	Staff
Laurie Ihm	Staff
Laurie Boyce	Staff
Cort Felts	Staff
Sarah Herbert	Staff
Elke Zinnert	Staff

Parent participation will occur during several Parent Involvement meetings held during the school year.

Historically the enrollment at CCCS has spanned 40 zip codes; thus the community of CCCS is defined by those who actively participate in the operation, attendance, and support of the school rather than geographically. Representation from this community of parents, students and staff, with the leadership of members of the steering committee, will attend, often as part of the regularly held Parent Involvement meetings, planning meetings and meetings that present the planning results, and take part in informal discussions throughout the planning process.

## 2.0 PROJECTED CONDITIONS

### *2.1 Programs and Delivery Methods*

#### **2.1.1 Programs Overview**

##### **Classroom/Instructional Configuration**

In order to accommodate the educational framework and curriculum delivery methods of the school, classrooms are designed for multi-grade level instruction; are flexible enough to accommodate diverse teaching/learning styles, promote individual and small group learning; have ready access to outdoor teaching spaces; are in close proximity to shared spaces.

CCCS is projected to serve up to 200 students (300 student cap) in its 9-12 program of blended instruction, emphasizing standard state graduation requirements enhanced with very high levels of student support aimed at meeting the twin goals of graduating and identifying and preparing for post-secondary pursuits. In its sixth year, CCCS spent the five previous years in operation gaining experience used in planning the current, permanent facility.

Classes are designed to offer a variety of courses and the students are placed based upon the need for credits rather than the actual grade-level of the student. This is appropriate and necessary for serving a student population that typically does not progress through high school according to the usual four-year breakdown of classes seen in traditional schools. This is also a result of the fact that many of the students entering CCCS come with transcripts reflecting an erratic history of earning credits, often in multiple settings.

CCCS has, as its focus, meeting the on-going needs of a shifting population. The projected changes that impact use/need for facilities must allow for the ability to remain flexible in accommodating evolving program needs. The current facility, with sufficient space and configurations that can be adapted annually as the Master Schedule is created, meets current and anticipated needs.

The student/teacher ratio, generally 17:1 (with Educational Assistant support in most math classes), reflects the goal of preserving the small school environment critical to providing the levels of support and instruction crucial to success for the student population served.

The school does not have any shared/joint-use facilities with other entities. The evening schedule for classes and the widespread locations of family residences do not support shared use.



**Instructional Program Delivery**

CCCS utilizes a variety of instructional methods designed to meet the broad range of student needs. This includes a flexible, self-paced curriculum, direct instruction, projects, and intensive remediation programs in reading and math to address the significant academic deficits of many students entering CCCS.

The CCCS program provides consistent, school-wide methods of instruction and a curriculum designed to give the students a high level of responsibility for personal success. All coursework is mastery-based so that students can learn from mistakes rather than failing or passing with minimal effort. In each class, students are provided with a syllabus that outlines the requirements for completing the course and earning credit, as well as a grading rubric for mastery. Students who do not reach mastery during the time frame of the course have additional, limited time to work with the respective teacher to complete the course. If the course is not completed within the allowed time, the course must be repeated.

**Instructional Organization and Scheduling Approach**

CCCS provides a program to meet the state's standard requirements for graduation with extensive instructional and individual supports for the students. Students entering with reading or math skill deficits are placed in remediation programs as long as needed. Students with grade-level skills have the option of moving forward at their own pace through the use of flexible scheduling and self-paced curricula. Students are grouped by courses offered rather than grade level. Classes are scheduled in 70 minute periods, with 6 periods per day offered.

All staff members serve as mentors/advisors for a small case load of students and families to help ensure school success.

**Educational Programs****System 44 and Read 180**

Entering students are tested and those who score below high school level in reading are placed in one of two reading programs. Those students scoring grade three or below are placed in the System 44 program; those scoring grades four through eight are placed in the Read 180 program. As these students improve their reading skills, they are advanced accordingly until final placement in the regular English courses.

**Dual Enrollment Courses**

CCCS offers a number of computer-based CNM dual enrollment credits. These classes may be taught on the computers in the media center or using laptops in a classroom.

**Art**

CCCS offers a variety of art electives, including drawing, digital photography and music.

**Core Curriculum**

The core curriculum courses are a combination of direct instruction, small group work and individual student work. Course work is designed and presented in a consistent format throughout the school, assuring a high level of instruction at all times.

## ***2.2 Proposed Enrollment***

### **2.2.2 Phased Enrollment**

The CCCS current charter spans the next five years and contains an enrollment cap of 300 students. The plan at this time is to maintain a total of 200 students and continue to assess program impact. The five-year student enrollment projection does not reflect an increase beyond the current 200-205 students.

A five-year projection of attendance in the grade levels is not useful for the school, because classes are organized by credits required rather than actual grade levels.

### **2.2.3 Classroom Loading Policy**

The CCCS charter specifies a PTR of generally 17:1. Should the need to increase class sizes via an amendment arise, the classrooms can easily accommodate a PTR of 20:1.

### **2.2.4 Classroom Needs**

The CCCS current, permanent facility conforms to required Adequacy Standards and meets general best practices recommendations. The twelve classrooms meet basic minimum requirements as specified in 6.27.30.12 NMAC, classroom sizes fall within best practices recommendations, and the grade-level considerations for grades 9-12 are realized in the flexible organization of the learning environment reflected in the building floor plan. All of the standard classroom-furnishing recommendations for high school are found in CCCS classrooms.

- Due to the fluid and flexible scheduling in the school, only one specialty classroom, science, exists, and this classroom is equipped as recommended.
- CCCS mainstreams special education students into all general classes; therefore, no special instructional spaces are needed.
- Art instruction shares space with a general-use classroom.
- Computer and technology-aided instruction is done within the general classrooms: most classrooms contain five to six student desktops, an interactive whiteboard and a document camera. A cart containing 20 laptops is available for any teacher's use, and the recommended best practices for technology-aided instruction are all met at CCCS. Each instructional staff has a computer.
- CCCS does not offer PE instruction on campus and has no such facilities. PE is taught at various sites throughout the city with an emphasis on positive recreation in the community.
- CCCS has a library/media center that meets general best practices in a small school environment.
- CCCS contracts to have hot food delivered for lunch. The building contains a warming kitchen that exceeds the 200 sf minimum and a student dining area large enough to serve a number of students well above the number typically served on a daily basis.
- Other facility areas are amply provided as recommended.

- Circulation, entries and commons in the CCCS building generally meet the best practices recommendations.
- General storage and maintenance space requirements are met.
- All classrooms in the building have a natural light source.
- CCCS meets the accessibility and universal design guidelines.

According to the utilization template (Appendix A), CCCS has a capacity as determined by PED Max PTR of 370 and a Max # of students per square foot of 367.

The maximum charter PTR capacity in the current school building is 204 students per instructional period. This reflects the simple calculation of number of classrooms x number of students at the charter PTR of 17:1. However, the scheduling at CCCS is flexible, allowing students to attend from 3 to 6 classes on site per quarter. Thus the total number of students enrolled may not directly reflect the charter PTR building capacity of an instructional period.

There are 2 main factors that explain the current varied levels of use for some spaces as shown in Appendix A:

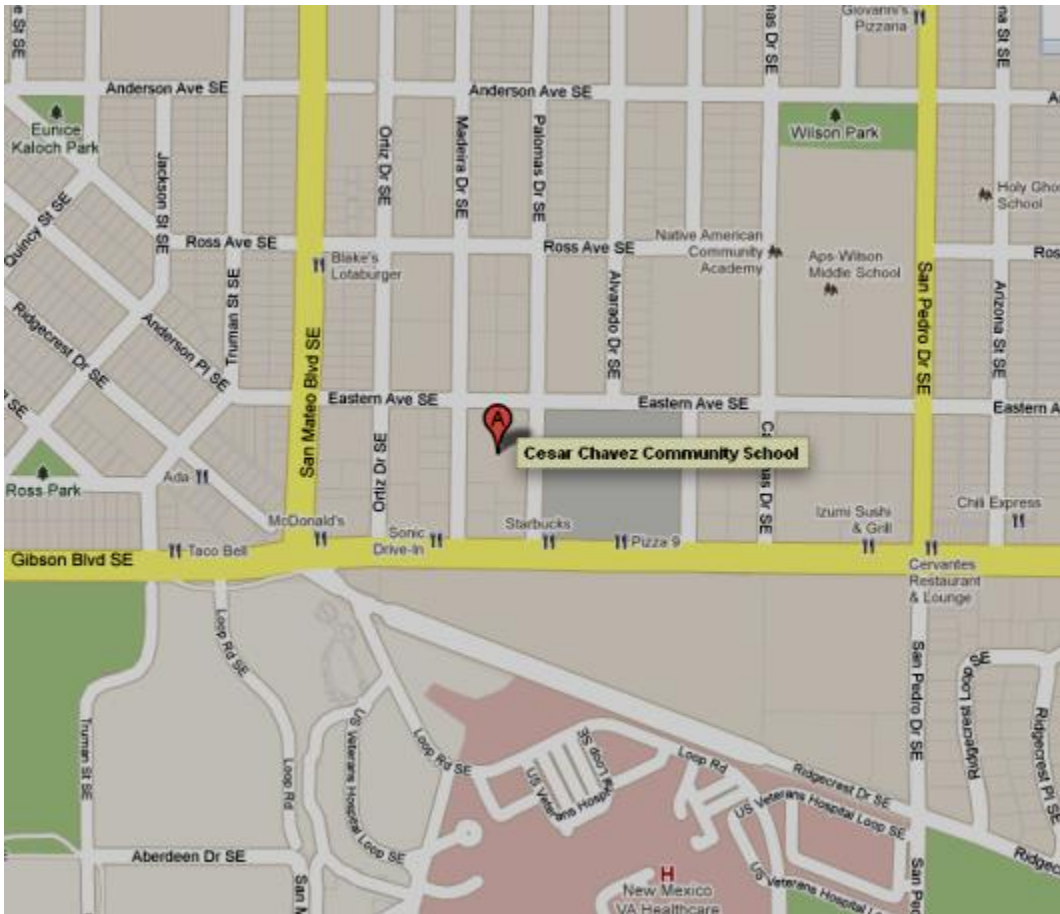
- By charter, the school seeks to maintain a 17:1 PTR in each class.
- The flexible scheduling available to students clusters scheduling in certain times of the day, requiring 100% usage in some periods and less usage in others as classes are scheduled according to student needs.

The chart below illustrates the spaces and use in the current, permanent facility. These spaces accommodate the instructional program.

Space #	Designated Use	No. of Students	SF per student	Maximum capacity	SF Provided	Counted in Capacity
1	General instruction	17	41.7	28	709	Y
2	General instruction	17	42.2	28	719	Y
3	General instruction	17	41.5	28	707	Y
4	General instruction	17	38.5	26	655	Y
5	General instruction	17	33.8	23	576	Y
6	General instruction	17	55.5	37	945	Y
7	General instruction	17	66.5	45	1132	Y
8	Science Instruction	17	60.7	41	1032	Y
9	General instruction	17	41.5	28	706	Y
10	General instruction	17	43.2	29	735	Y
11	General instruction	17	43.0	29	732	Y
12	Computer instruction	15	37.4	25	637	Y
13	Commons/multi	N/A			2300	N
14	ISS	N/A			148	N
15	Sp. Ed. Office	N/A			146	N
16	Warming kitchen	N/A			261	N
17	Staff work/lounge	N/A			572	N
18	Registrar office	N/A			148	N
19	Reception/admin asst	N/A			211	N
20	Restrooms-student	N/A			420	N
21	Supply room	N/A			149	N
22	Nurse	N/A			141	N
23	Custodial	N/A			52	N
24	Restrooms-staff	N/A			124	N
25	Admin Office	N/A			400	N
26	Electric/Server	N/A			170	N
27	Attend/Data ofc	N/A			111	N
28	Sp. Ed. Office	N/A			130	N
29	Counselor office	N/A			139	N
30	Restrooms-student	N/A			268	N
31	Conference	N/A			321	N
32	Business office	N/A			177	N
33	Records storage	N/A			162	N
34	Ancillary office	N/A			143	N
35	Small meeting	N/A			169	N
36	Social Worker	N/A			176	N
37	Mechanical	N/A			48	N
TOTAL	Classroom space	202		371	9285	

## 2.3 Site and Facility

### 2.3.1 Location/Site

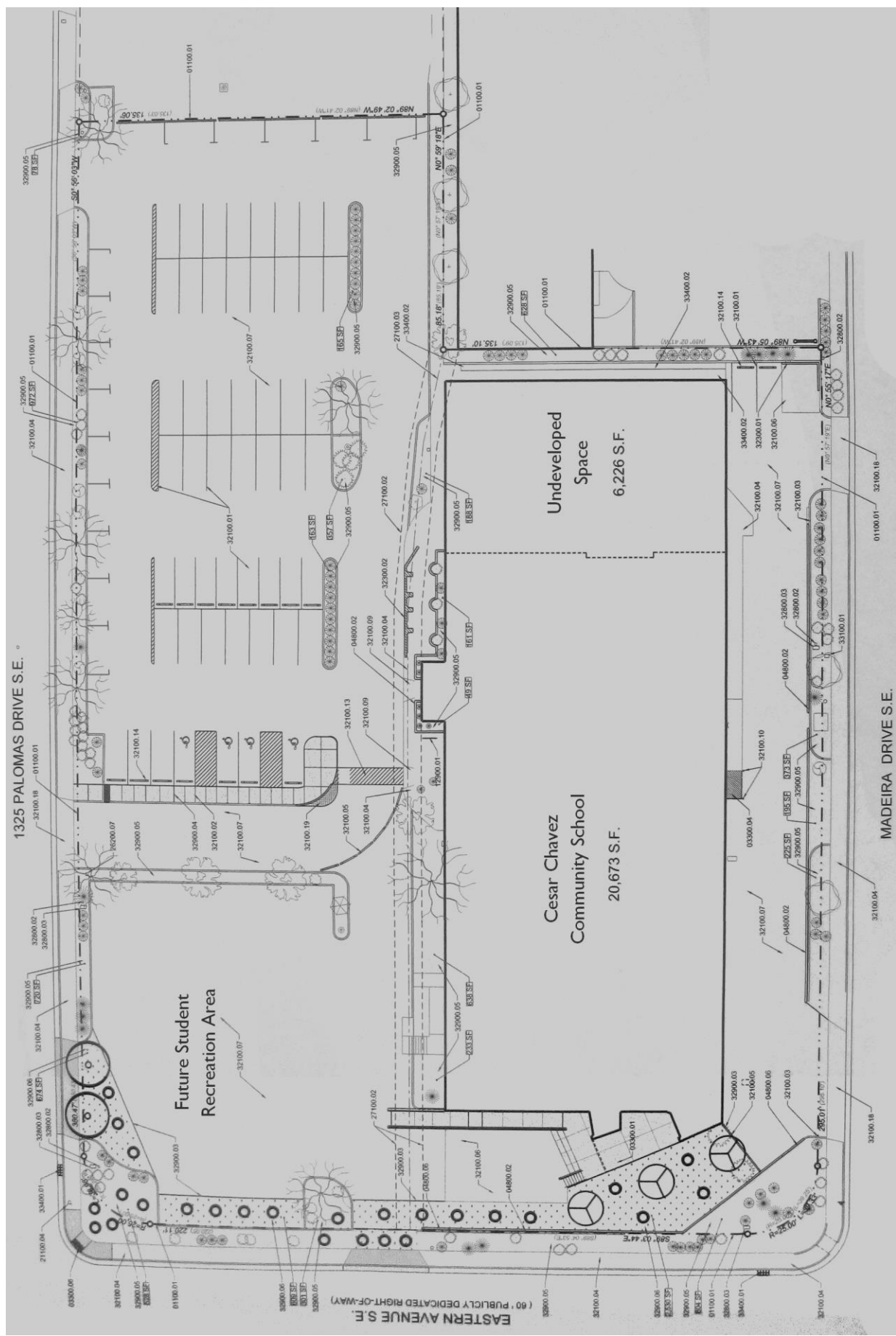


The facility consists of one 26,000sf building. Currently, 20,000sf have been remodeled to meet the instructional and program needs of the school. The remaining 6,000sf may be leased or used as a shared space in the future. No specific plans have been made at this time.

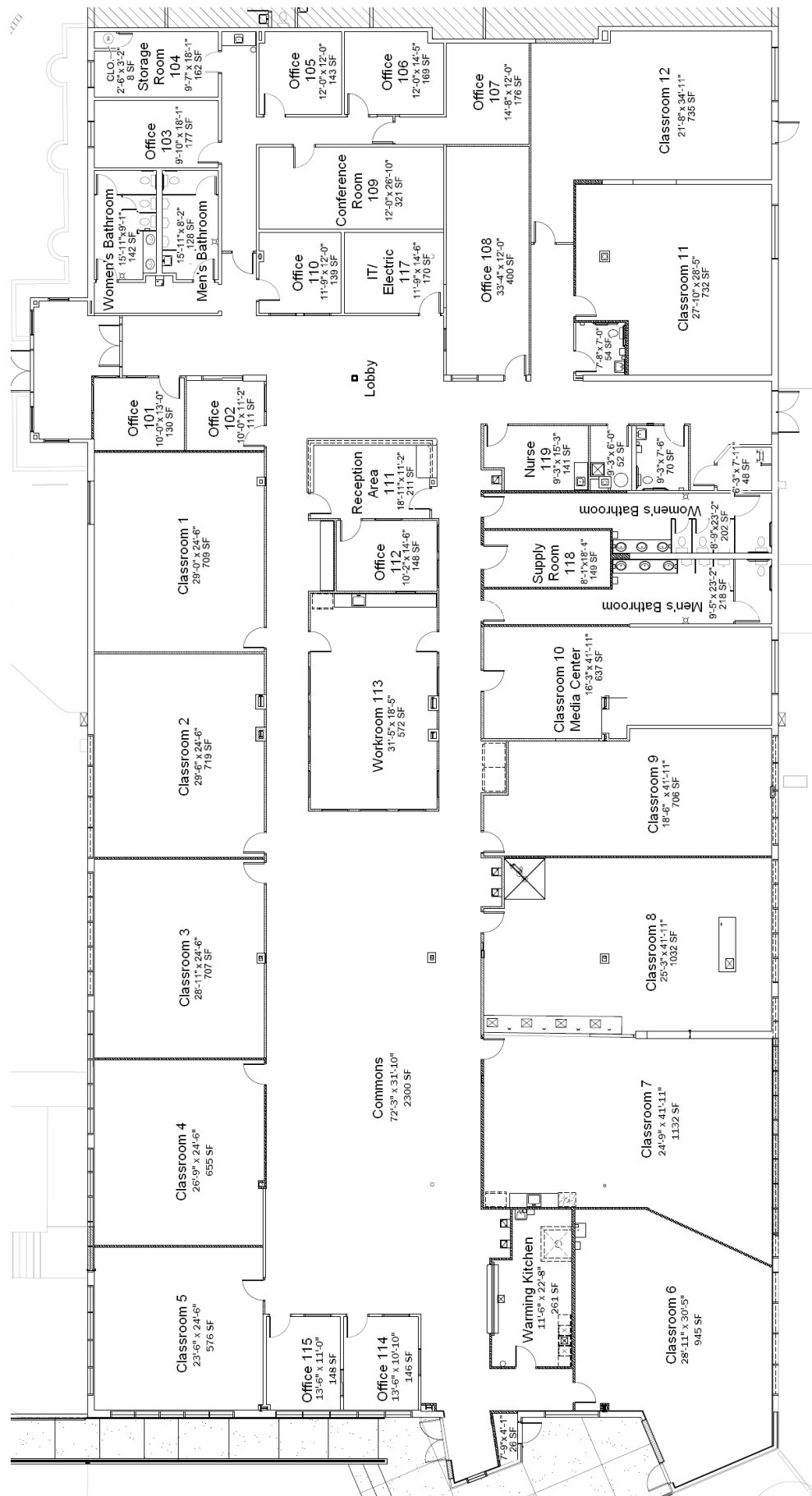
There is sufficient parking for staff and students on site. The northeast corner of the site has been fenced and is used for student recreation.

The site location is on a quiet corner. No concerns have arisen in the neighborhood. There is sufficient parking on site, and city bus accessibility meets student needs.

2.3.2 Site Map



### 2.3.3 Floor Plan





### **2.3.4 Facility Evaluation**

Walk through evaluation was performed on August 5, 2015 by Scott Ficklin, Field Assessor, from New Mexico Public School Facilities Authority. See appendix A.

## ***2.4 Utilization Analysis***

### **2.4.1 Utilization**

Special factors influencing facility-use focus on space usage consistent with the charter and accommodate the programmatic needs of the school's student population:

1. The ability to organize space to maximize safety, supervision, and ease of movement for students.
2. Facility space adaptable to offering the varied courses required in a high school curriculum.
3. Facility space that supports the variety of instruction, scheduling, support, and individualization needed for student accommodation and success.
4. A school environment that is welcoming and comfortable for students and families.

6,000SF of the total building space is currently used only for storage space. It was not included in the original remodel to hold down initial costs for the school. There is currently no specific plan in place to further utilize the space. Possible future uses may include a specialized instruction area (drama, exercise), on-site student health clinic, or a day care facility, should a partnership opportunity arise or funding source be identified.

Although the school's full enrollment cap is 300 students, there is no plan to increase actual enrollment beyond the current 200-205 students due to program considerations.

### 2.4.2 Utilization Analysis Floor Plan



### 2.4.3 Facility Inventory

Space #	Classroom Designation	Designated Use	SF Provided
1	Classroom 1	General instruction	709
2	Classroom 2	General instruction	719
3	Classroom 3	General instruction	707
4	Classroom 4	General instruction	655
5	Classroom 5	General instruction	576
6	Classroom 6	General instruction	945
7	Classroom 7	General instruction	1132
8	Classroom 8	Science Instruction	1032
9	Classroom 9	General instruction	706
10	Classroom 12	General instruction	735
11	Classroom 11	General instruction	732
12	Classroom 10/Media Center	Computer instruction	637
13	Commons	Commons/multi	2300
14	Office 115	ISS	148
15	Office 114	Sp. Ed. office	146
16	Warming Kitchen	Warming kitchen	261
17	Workroom 113	Staff work/lounge	572
18	Office 112	Registrar office	148
19	Reception Area 111	Reception/admin asst	211
20	Bathrooms	Restrooms-student	420
21	Supply Room 118	Supply room	149
22	Nurse 119	Nurse	141
23	No designation	Custodial	52
24	No designation	Restrooms-staff	124
25	Office 108	Admin Office	400
26	IT/Electric 117	Electric/Server	170
27	Office 102	Ancillary office	111
28	Office 101	Sp. Ed. office	130
29	Office 110	IT/Data Coord.	139
30	Bathrooms	Restrooms-student	268
31	Conference Room 109	Conference	321
32	Office 103	Business office	177
33	Storage Room 104	Records storage	162
34	Office 105	EA office	143
35	Office 106	Social Worker	169
36	Office 107	Counselor office	176
37	No designation	Mechanical	48
TOTAL		Classroom space	9285

## ***2.5 Facility Maintenance***

Currently there are no ongoing maintenance projects that may be converted to capital projects since the school is in a leased facility and is currently seeking a facility that will accommodate their current and future desired programs.

## **3.0 FACILITY REQUIREMENTS (Ed Spec)**

### ***3.1 Facility Goals and Concepts***

#### **3.1.1 Goals**

Since its inception in 2004, CCCS has served a population of students who typically experience lack of success in the traditional school setting, have fallen behind or dropped out, or choose to come to a school recommended by siblings and friends who are experiencing success.

Currently, our goals are:

- Provide a balance of educational and support services designed to assist students to graduate and successfully pursue post-secondary educational and career goals.
- Maintain and communicate high expectations for all students.
- Establish a program that gives the individualized attention that varied learning styles demand, and that includes every student in the process of developing an individualized graduation plan.
- Involve the students' families and the resources of the entire community in the education process.

CCCS has a foundation that, as the owner of the facility, is a nonprofit entity specifically organized for the purpose of providing the facility for the charter school, thus meeting compliance with HB-33.

#### **3.1.2 Concepts**

The school's program structure and delivery currently reflected in the school's facilities:

- Classrooms allow multiple methods of instructional delivery and various arrangements to meet student needs.
- Common space is large enough for accommodate group gatherings and a variety of uses.
- The layout of the interior visually and physically maximizes supervision and safety.
- Offices and small meeting rooms accommodate the individualized and supportive focus of the school.
- The facility is attractive and comfortable, creating an inviting atmosphere appropriately reflecting the expectation that all students and families deserve such an environment in every public school.

Safety and security has been improved by fencing the perimeter of the outdoor student recreation area. This outdoor area is set aside for future development to provide students with recreation options, particularly provision of a basketball court. (see CIP below)

The current site meets the needs of the school and its programs taking into consideration the still-to-be accomplished recreation development mentioned above. There is sufficient parking and lighting. The location is on a quiet neighborhood corner with no traffic concerns. Bus routes are nearby. Utilities are not a concern.

## **4.0 CAPITAL PLAN**

### ***4.1 Total Capital Needs***

#### **4.1.1 Projects**

The greatest capital need (aside from funds to purchase the permanent facility outright) is funding the lease payments required for the school to occupy a permanent facility that can accommodate CCCS's planned enrollment of 200 students as well as the school's current and desired programs. Use of SEG funds to support lease payments for the facility impact the scope of instructional services and levels of staffing that are so crucial to supporting the population served. On-going renewal of technology and maintenance/upkeep of the facility are also crucial.

The long term plan includes purchase of a permanent facility for the school by the school foundation. Purchase of our current facility would require funds in the amount of **\$3,430,000**.

Cesar Chavez Community School receives lease assistance from the PSCOC and operating funds from the PED. The school addresses maintenance costs through the use of operational funds and has no other source for such expenditures.

#### **Cost Estimating Assumptions**

1. Lease assistance at the current rate/MEM
2. Enrollment in 2015-16 for an estimated 200 students enrolled in all programs
3. Voters will approve HB33 funding in February 2016 and payments will begin in 2016-17 at an estimated rate of \$700/MEM

#### **CCCS Capital Improvement Projects by Category**

**The number one priority is funding for purchase of a permanent facility \$3,430,000**

**In the interim, or failing provision of funds for purchase, the lease payments become no. 1.**

Anticipated capital needs are listed below by category and priority.

<b>Priority</b>	<b>Category</b>	<b>Total Identified Need</b>
<b>1.</b>	<b>Lease Payments</b>	<b>\$1,984,350</b>
<b>2.</b>	<b>Facility Maintenance</b>	<b>60,000</b>
<b>3.</b>	<b>Technology</b>	<b>220,000</b>
<b>4.</b>	<b>Health &amp; Safety</b>	<b>25,000</b>
<b>5.</b>	<b>Educational/Programmatic</b>	<b>35,000</b>

The CCCS current, permanent facility is leased from a private entity with plans to purchase the building through the CCCS foundation, CCCSEF. The purchase amount for the building, into which was built the renovation costs, is reflected in the negotiated lease-to-purchase contract between the private owner and the CCCSEF.

CCCSEF continues to explore possible sources of financing for purchase of the building from the private owner and hopes to complete a purchase within the next three years.

# Capital Improvement Plan (CIP)

## Capital Plan Priorities

Project ID	Project	Year	HB33	Funding Sources					Total Project Cost	Total Category	% Total	Funding Assistance Priority
				SB9	Special Capital Outlay	Lease Assistance	Other (*SEG)					
1. Health Safety												
1.1	Campus Fencing						\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	1.08%	4
2. Growth												
	No Current Plans									\$ -	0.00%	N/A
3. Educational / Programmatic												
3.1	Outdoor Rec Area	2016			\$ 35,000				\$ 35,000	\$ 35,000	1.51%	3
4. Facility Renewal												
4.1.1	Lease Year 1					\$ 149,470	\$ 225,689	\$ 375,159		\$ 2,044,350	87.95%	1
4.1.2	Lease Year 2					\$ 151,745	\$ 233,949	\$ 385,694				
4.1.3	Lease Year 3					\$ 151,745	\$ 244,799	\$ 396,544				
4.1.4	Lease Year 4					\$ 151,745	\$ 255,976	\$ 407,721				
4.1.5	Lease Year 5					\$ 151,745	\$ 267,487	\$ 419,232				
4.2	Building Maintenance						\$ 60,000	\$ 60,000				
5. Educational Equipment												
5.1	Servers				\$ 40,000		\$ 40,000	\$ 80,000		\$ 220,000	9.47%	2
5.2	Computers				\$ 18,000		\$ 122,000	\$ 140,000				
6. Contingencies												
	No Current Contingencies								\$ -	\$ -	0.00%	N/A
Total \$ - \$- \$93,000 \$ 756,450 \$1,474,900 \$2,324,350 \$2,324,350 100.00%												



## 4.2 Capital Funding

### 4.2.1 Historic and Current Funding

Cesar Chavez Community School receives lease assistance from the PSCOC and operating funds from the PED.

Lease Assistance History				
Year	Actual Lease Cost	Lease Assistance Received	Difference	% of Lease Covered by Assistance
2014-2015	\$ 375,159	\$ 149,470	\$ 225,689	39.84%
2013-2014	\$ 364,931	\$ 149,470	\$ 215,461	40.96%
2012-2013	\$ 355,001	\$ 137,870	\$ 217,131	38.84%
2011-2012	\$ 345,360	\$ 133,103	\$ 212,257	38.54%
2010-2011	\$ 336,000	\$ 120,181	\$ 215,819	35.77%
2009-2010	\$ 336,000	\$ 126,000	\$ 210,000	37.50%

Cesar Chavez Community School received \$58,000 in Special Capital Outlay funding from the 2015 New Mexico Legislature. This money is to purchase and install information technology, including related equipment, furniture and infrastructure, for Cesar Chavez community charter school in Albuquerque in Bernalillo county.

### 4.2.2 Current Capital Expenses

The lease of the current facility and associated costs such as insurance and custodial service are CCCS's primary capital expense.

### 4.2.3 Potential Future Sources of Revenue

The PSCOC lease assistance is based on the average of this year's 80- and 120-day enrollments, which is 202 MEM. Using the current reimbursement rate, the projected lease payment revenue for next year is \$151,745. Cesar Chavez Community School is a state charter school, and is located in the Albuquerque Public School District.

State statutes require shared funding through HB-33 and SB9 funding for charter schools. The Public School Buildings Act (22-26-1 NMSA 1978), also known as HB-33, requires that the local school board include in the resolution submitted to voters the capital improvements funding for state charter schools located within the school district if:

(1) The charter school timely provides the necessary information to the school district for inclusion on the resolution that identifies the capital improvements of the charter school for which the revenue proposed to be produced will be used; and

(2) The capital improvements are included in the five year facilities plan of the charter school. The amount of tax revenue to be distributed to each charter school that was

included in the resolution is determined each year and shall be the same proportion as the average full-time-equivalent enrollment of the charter school to the total such enrollment in the district. The next election for the Albuquerque Public School HB-33 vote will be in 2016.

For the purposes of this capital plan, the distribution expected from HB-33 funding will be about \$700 per student per year. An enrollment projection of 200 students will yield annual revenue from HB-33 funds of approximately \$140,000.

#### **4.2.4 PSCOC Capital Outlay Funding**

The New Mexico legislature provides capital funding for public schools through direct allocation or capital outlay from the PSCOC, for renewal or new construction projects. PSFA ranks each school facility compared to all other facilities in the state, and assigns a condition index value which describes the condition of the school based on repair cost versus replacement cost. The ranking system is called the New Mexico Condition Index (NMCI). PSFA has given the current facility a wNMCI score of 7.64.

CCCS has successfully completed the reauthorization process twice. Most recently the school's charter was reauthorized in 2014. As such, CCCS is eligible to apply for standards-based funding from the Public School Capital Outlay Council. However, due to the fact that CCCS does not own the facility, it is not likely that the school will receive an award in the near future. However, if the PSFA were to consider the programmatic deficiencies noted in the educational specification, that landscape might change.

Funding from the PSCOC follows a matching formula that varies by district. State-chartered schools follow the formula of their districts. PSCOC satisfies facility funding needs statewide by meeting the greatest needs first. The PSCOC funds projects at the top of the ranked list of public school facilities needs in each funding cycle (according to the amount of funds available).

PSCOC funding is primarily to correct deficiencies in a facility. The priority of deficiencies is based on a statute that outlines the prioritization criteria for standards-based deficiencies correction (6.27.41 of NMAC).

### ***4.3 Implementation Strategy***

#### **4.3.1 Project Prioritization**

The acquisition of a facility that adequately houses Cesar Chavez Community School's current and desired programs and methods is currently the most important capital project on the horizon for the school. This document will be amended as needed to include capital projects as they are identified.

## 5.0 MASTER PLAN SUPPORT MATERIAL

### *5.1 Site and Facility Data Table*

Name of facility: Cesar Chavez Community School

New Mexico State ID#: 512-001

Address: 1325 Palomas SE, Albuquerque, NM 87108

Date of opening: August 2010

Dates of major additions and renovations: none

FCI: See Facility Evaluation Appendix A

Weighted NMCI: 9.34

Un-weighted NMCI: 36.98

The site is subleased from the school foundation, CCCSEF

Total building area: 26,987 GSF

Current Net Usable Space: 26,987 NSF

Site Acreage: 2.24 Acres

Permanent General Classrooms: 11

Permanent Specialty Classrooms: 1

Total number of portable classrooms: 0

Total Number of Classrooms: 12

All classrooms at the facility are permanent.

Total Current enrollment 40D: 200

Number of gross square feet per student: 100

## **5.2 FMAR Reports**

After PSFA conducted the FMAR assessment, 5 Major Factors and 1 Minor Factor were found.

### **Majors:**

Roof/Flashing/Gutters – Company has been contacted and estimate has been received CCCS Foundation will cover the expense of repair.

Walls/Floors/Ceilings/Stairs – Once the roof repairs have been made stained ceiling tiles will be replaced, resolving this reported major.

Fire Protection System – All reported issues were resolved after visit.

Heating/Cooling/Ventilation - All reported issues were resolved after visit.

Plumbing/Water Heaters - All reported issues were resolved after visit.

### **Minor:**

Exterior Walls/Finishes – Cracks in the stucco will be addressed after roof repairs are complete.

## **5.3 Detailed Space and Room Requirements (Ed Spec)**

Currently, there are no unmet space and room requirements.

By comparison, the maximum allowable GSF for a high school for 200 students calculated by the PSFA calculator is 40,319GSF. The CCCS educational program does not require all of the spaces typically found in a traditional high school, such exclusively dedicated art or PE space. Charter schools generally have unique space needs. CCCS currently partners with CNM to provide students with on and off-campus opportunities to obtain dual enrollment credits.

### **Site Requirements**

Cesar Chavez Community School requires a location with easy and safe access to transportation. The students enrolled at CCCS come from all over the Albuquerque area, but the school is located in its present area purposely to attract and accommodate enrollment from the area in which it is located. The site requires parking for staff and students. The parking lot must provide 1.5 spaces for approximately 24 staff and 1 space for 4 high school students, for a required total parking requirement of 74 spaces. CCCS currently has a drop off and access to the front door from the parking areas in its current design.

### **Descriptions of Required Spaces**

The following narrative describes the facility and component requirements for a facility that will adequately serve the needs of Cesar Chavez Community School.

### **General Classrooms**

The classrooms at CCCS support both individualized work and direct instruction. Teachers must have the ability to monitor students working on computers. At the same time, there must be space to pull the students away from the computers, which can be a

distraction during direct instruction. Spaces are fully enclosed, with controlled daylighting in all the classrooms. Lighting, heating and cooling are controllable from within most of the individual classrooms. Classrooms are a minimum of 576 square feet to accommodate 17 desks and 5 to 8 computer stations. Adequate information technology infrastructure is a key consideration in CCCS' classroom planning.

**Science Lab/Classroom**

The science program at CCCS has a direct instruction space with a maximum of 17 students per class. CCCS use a single laboratory/demonstration area and must accommodate 17 students. In addition, shared computers for 17 students are provided in the classroom. CCCS current science room is 1032 square feet. The lab/demonstration classroom contains 4 sinks built into countertops, eye wash station and a Laboratory Safety Washing & Shower Station.

**Administrative & Support Spaces, Workroom**

Currently, CCCS' administrative and support offices are strategically located at the front of the building with one office in the back. A workroom space (572sqft), separate from the front offices is available, as well as a nurses' office for isolating sick students.

### **Library/Media Center**

CCCS has a library/media center (637 sqft.). The space currently has 8 desktop computers and a library space where students can check out books, do research. The room has enough seating for 17 students and serves as a location for our computer base courses (E2020).

### **Student Commons**

CCCS has a 2300 sqft commons area for students to gather formally and informally. We currently use this space for school assemblies on a monthly basis and the student use the area during their daily lunch break. The commons area has ten large round tables that seat up to 8 students.

### **Warming Kitchen**

CCCS currently has a 261 sqft warming kitchen located in the back of the school with a serving window that opens to the student's common area for lunch service. The warming area includes two refrigerators, a stove/oven, electric food warmers, and a hand washing stations.

## ***5.3.1 Technology and Communications Criteria***

### **Network**

#### **Classrooms**

- CAT 6 drops or ports available for each computer, 5 stations minimum for each classroom.
- Wireless access point (WAP) for every 2 classrooms, total of 6.

#### **Offices and Conference Room**

- Wireless network capacity to support 100 MBSP in each room.
- CAT 6 hard-wire drops, at least 2 on 2 of the walls in the office along with phone jack.

### **Devices**

#### **Computers and Network Devices – Classroom**

- Five to Eight computer stations per class.

#### **General Classrooms**

- Smart Board per classroom
- One computer per teacher and instructional staff

#### **Projection Capability**

- Each classroom will have a ceiling mounted projector connected to a computer.

#### **Workroom**

- Shared devices such as printers, copiers and scanners.

#### **Communications**

- Voice – Instructional space, office, and support space will have voice jack with connection for multiple phone lines.

### ***5.3.2 Power Criteria***

#### **Classrooms**

- Minimum of 2 duplex outlets on every wall plus outlet for every computer in the classroom.
- Ceiling outlet for projector.

### ***5.3.3 Lighting and Daylighting Criteria***

#### **Classroom Lighting**

- Each instructional space requires a light level of at least 50 foot candles, measured at a work surface located in the approximate center of the classroom.
- All fixtures will have two level switching.

### ***5.3.4 OMITTED***

### ***5.3.5 Classroom Acoustics Criteria***

- The sound level in each general and computer classroom shall be a one-hour, A weighted noise criteria of less than 55 decibels.
- The sound level shall be measured at a work surface in the approximate center of the classroom.
- Reverberation time in classrooms shall be within 0.4-0.6 seconds.
- All other occupied spaces shall maintain a background sound level of less than 55 decibels

### ***5.3.6 Furnishing & Equipment Criteria***

#### **Classrooms**

- Each class room will contain either 17 individual student desks or tables to accommodate 17 students at a time.
- Chairs in classroom will be the correct height for both desks and computers.
- A white board at least 6' wide and 4' high.
- At least one tack board
- A suitable desk for instructor with locking drawer.

### 5.3.7 Criteria Sheets

#### General Classroom Criteria Sheet

Category	Criteria
Quantity of Spaces Required	8
Square Footage Per Space	Average 762 Sqft
Communications	Telephone
Floor Finish	Carpet
Wall Finish	Drywall and Paint
Ceiling Finish	Acoustical Ceiling Tile
Lighting	Capable of providing 50 foot-candles of light at a point 3 ft above finished floor.
Power	At least two duplex outlets per wall and ceiling- mounted receptacle for projection equipment.
Data	Wired or wireless internet connection capable of supporting computers or tablets for 17 students and one instructor.
Equipment	One Smart Board
Equipment	One ceiling mounted projector
Equipment	At least one white board 4' x 6' in size
Furnishings	17 chairs for computer stations and desks.
Furnishings	Minimum 22 desks or tables 5 for computers and 17 for direct instruction.
Furnishings	One teacher's desk with locking drawers.
Furnishings	One chair for the teacher.
Other	
Other	
Other	



### Science Classroom Criteria Sheet

Category	Criteria
Quantity of Spaces Required	1
Square Footage Per Space	1032 Sqft
Communications	Telephone
Floor Finish	Composite Tile
Wall Finish	Drywall and Paint
Ceiling Finish	Acoustical Ceiling Tile
Lighting	Capable of providing 50 foot-candles of light at a point 3 ft above finished floor.
Power	At least two duplex outlets per wall and ceiling- mounted receptacle for projection equipment.
Data	Wired or wireless internet connection capable of supporting computers or tablets for 17 students and one instructor.
Equipment	One Smart Board
Equipment	One ceiling mounted projector
Equipment	At least one white board 4' x 6' in size
Furnishings	17 chairs for computer stations and desks.
Furnishings	Minimum 22 desks or tables 5 for computers and 17 for direct instruction.
Furnishings	One teacher's desk with locking drawers.
Furnishings	One chair for the teacher.
Other	
Other	
Other	

***5.4 Submission***

This binder contains the 2015 - 2020 Facilities Master Plan/Educational Specification for Cesar Chavez Community School. A compact disc containing an electronic copy of the plan can be found in the sleeve of this binder.



## Appendix A

District: **State Chartered Schools** School: **Cesar Chavez Community Charter School** School ID: **512001**

### High Level Overview

#### General Information

Location:	Albuquerque, NM 87108	Ed. Adequacy Model:	Charter School Educational Adequacy
School Type:	High	Ed. Adequacy CCI:	100.00%
School Category:	Charter	School CCI City:	RSMEANS2015:US_NM_ALBUQUERQ, UE

#### NMCI Statistics

Number of Students:	201	Number of Buildings:	1
Growth Factor:	1.00	Number of Portables:	0
Total Gross Square Feet:	26,987	Building Square Feet:	26,987
Site Size (Acres):	2.24	Portable Square Feet:	0

#### NMCI School Metrics

Replacement Cost:	\$4,833,691	Unweighted Repair Cost:	\$1,787,575
Weighted Repair Cost:	\$451,616	Unweighted Educational Adequacy Cost:	\$0
Weighted Educational Adequacy Cost:	\$0	Total Unweighted Cost:	\$1,787,575
Total Weighted Cost:	\$451,616	Unweighted NMCI Score:	36.98
Weighted NMCI Score:	9.34		

#### NMCI Facility History

Last Assessment Date:	08-05-2015	Previous Award, Yes or No, Year if Yes:	No
Closed:	No		



District: **State Chartered Schools** School: **Cesar Chavez Community Charter School**

School ID: **512001**

## Facility Description

A comprehensive Facility Description should be inserted here. Typically this is performed by the person at the school responsible for the buildings and site or the FMP vendor. Contact PSFA for an example of some typical boilerplate text.

State Charter Effective 7/1/09

Updated Current Grades 9th-12th



District: **Schools** State Chartered  
School: **School** Cesar Chavez Community Charter

School ID: **512001**

### Asset Level Summary

Building Name	Cost Model	Repair Cost (Unweighted)	Repair Cost (Weighted)	Year Built	Size	Type	Use
Palomas Building (1975)	High School Building	\$1,503,855	\$375,964	1985	26,987	Building	Educational
Site	High School Site	\$283,720	\$75,653	1985	26,987	Building	Site
<b>Building Totals</b>		<b>\$1,787,575</b>	<b>\$451,616</b>				
<b>Educational Adequacy Need</b>		Charter School Educational Adequacy	\$0	\$0			
<b>School Totals</b>		<b>\$1,787,575</b>	<b>\$451,616</b>				



## Executive Summary Report

District: **State Chartered Schools** School: **Cesar Chavez Community Charter School**

School ID: **512001**

### Asset Detail

Building Name: Palomas Building (1975) Cost Model: High School Building Size: 26,987

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Air/Ventilation Equipment	\$3.10	20	110%	1985	2005	100%	33.25%	\$91,930	4	.25	\$22,982	
Ceiling Finishes	\$5.56	30	110%	2010	2040	3%	33.25%	\$4,582	9	.25	\$1,145	
Communications/Security	\$1.89	15	90%	2010	2025	11%	33.25%	\$5,091	9	.25	\$1,273	
Exterior Walls	\$14.26	100	100%	2004	2104	1%	33.25%	\$4,658	9	.25	\$1,164	
Exterior Windows and Doors	\$5.88	30	110%	2010	2040	3%	33.25%	\$4,847	9	.25	\$1,212	
Fire Detection/Alarm	\$1.90	15	90%	2010	2025	11%	33.25%	\$5,116	9	.25	\$1,279	
Fire Sprinkler	\$2.72	50	130%	2010	2060	1%	33.25%	\$956	9	.25	\$239	
Floor Finishes	\$6.47	12	110%	2010	2022	17%	33.25%	\$33,360	9	.25	\$8,340	
Foundation/Slab/Structure	\$28.62	100	100%	1985	2085	9%	33.25%	\$69,510	9	.25	\$17,378	
HVAC	\$24.35	30	100%	1985	2015	100%	33.25%	\$657,009	4	.25	\$164,252	
Institutional Equipment	\$3.86	30	100%	2004	2034	13%	33.25%	\$13,993	9	.25	\$3,498	
Interior Doors, Partitions, Stairs, Elevator	\$11.54	50	90%	2010	2060	1%	33.25%	\$2,803	9	.25	\$701	
Interior Walls	\$7.38	60	90%	2010	2070	1%	33.25%	\$1,245	9	.25	\$311	
Lighting/Branch Circuits	\$10.73	30	90%	2010	2040	3%	33.25%	\$7,240	9	.25	\$1,810	
Main Power/Emergency	\$1.40	30	90%	1985	2015	100%	33.25%	\$34,084	4	.25	\$8,521	
Other Electrical Systems	\$0.52	20	90%	2004	2024	30%	33.25%	\$3,784	9	.25	\$946	
Other Equipment	\$11.52	60	110%	2004	2064	3%	33.25%	\$11,491	9	.25	\$2,873	
Plumbing	\$10.40	30	100%	1985	2015	100%	33.25%	\$280,626	4	.25	\$70,157	
Roof	\$7.91	20	120%	1985	2005	100%	33.25%	\$256,204	4	.25	\$64,051	Roof was listed as 2004, school verified roof was 1985 MC 8-19-2015
Technology	\$0.14	10	90%	2010	2020	25%	33.25%	\$865	9	.25	\$216	
Wall Finishes	\$3.09	12	100%	2010	2022	17%	33.25%	\$14,459	9	.25	\$3,615	
<b>Total:</b>								<b>\$1,503,855</b>			<b>\$375,964</b>	



## Executive Summary Report

District: **State Chartered Schools** School: **Cesar Chavez Community Charter School**

School ID: **512001**

### Asset Detail

Building Name: Site Cost Model: High School Site Size: 26,987

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Percent	Adj. Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Athletic Fields	\$0.39	30	90%	1985	2015	100%	33.25%	\$9,445	4	.25	\$2,361	
Fencing	\$0.41	100	110%	2010	2110	0%	33.25%	\$31	9	.25	\$8	
Landscaping	\$1.96	30	110%	2010	2040	3%	33.25%	\$1,619	9	.25	\$405	
Parking Lots	\$7.02	20	80%	1985	2005	100%	33.25%	\$151,667	4	.25	\$37,917	
Playground Equipment	\$0.14	15	100%	1985	2000	100%	33.25%	\$3,778	2	1.5	\$5,667	
Site Lighting	\$1.40	40	100%	1985	2025	56%	33.25%	\$21,252	9	.25	\$5,313	
Site Specialties	\$0.07	40	100%	1985	2025	56%	33.25%	\$1,063	9	.25	\$266	
Site Utilities	\$2.14	50	120%	1985	2035	36%	33.25%	\$24,968	9	.25	\$6,242	
Walkways	\$2.36	30	110%	1985	2015	100%	33.25%	\$69,896	4	.25	\$17,474	
<b>Total:</b>								<b>\$283,720</b>			<b>\$75,653</b>	



District: State Chartered Schools  
School: Cesar Chavez Community Charter School

School ID: 512001

## Educational Adequacy Detail

### Population

Growth Factor:	1	Number of Kindergarten Students:	0
Number of Staff:	13	Number of 1-5 Students:	0
Number of Students:	201	Number of 6-8 Students:	0
Number of Special Education Students:	23	Number of 9-12 Students:	201

### Square Footage

Permanent GSF:	26,987	General Storage NSF:	6,510
Portable GSF:	0	Maintenance or Janitorial Space NSF:	39
Admin NSF:	2,126	Media Center NSF:	693
Art/Music NSF:	985	Parent Work Space NSF:	0
Assembly NSF:	2,442	Physical Ed NSF:	0
Career Ed NSF:	0	Science Classroom NSF:	1,092
Computer Lab NSF:	693	Science Storage NSF:	0
Faculty Work Area NSF:	595	Special Education Classroom NSF:	0
Food Service NSF:	2,682	Student Health NSF:	135
General Classroom NSF:	7,118		

### Classrooms

Number of Classrooms:	12	Number of Special Education Classrooms:	0
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### Parking

Number of Paved Parking Spaces:	63	Number of Bus Drop Offs:	1
Number of Handicap Parking Spaces:	4	Number of Student Drop Offs:	1
Number of Gravel Parking Spaces:	0		

### Miscellaneous

Number of Chemical Storage Rooms:	0	Number of Multi-Use Playgrounds:	0
Playground Equipment:	N/A		





## EA Deficiencies

EA Cost Model: Charter School Educational Adequacy

Name	Actual Value	Required Value	Unit Cost	CCI Adj Unit Cost	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)
Missing or Inadequate Multi-use Play Area	0	0	\$11,436	\$11,436.30	\$0	8	.5	\$0
Insufficient Total Parking	63	0	\$1,322	\$1,321.66	\$0	6	1	\$0
Insufficient Student Health Square Footage	135	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Student Drop Off	1	0	\$21,000	\$21,000.00	\$0	6	1	\$0
Insufficient Special Education Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Storage Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Square Footage	1,092	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Physical Education Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Parent Work Space	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Media Center Square Footage	693	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Janitorial Square Footage	39	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Storage	6,510	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Classroom Square Footage	7,118	5,025	\$80	\$80.00	\$0	7	3	\$0
Insufficient Food Service Square Footage	2,682	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Faculty Workspace	595	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Computer Lab Square Footage	693	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Career Ed Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Bus Drop Off	1	0	\$20,800	\$20,799.69	\$0	6	1	\$0
Insufficient Administrative Square Footage	2,126	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Art and Music Square Footage	985	0	\$80	\$80.00	\$0	7	3	\$0
Inadequate Number of Handicap Spaces	4	0	\$144	\$143.52	\$0	6	1	\$0
Inadequate Number of Chemical Storage Units	0	0	\$1,464	\$1,464.30	\$0	8	.5	\$0
<b>Total</b>					<b>\$0</b>			<b>\$0</b>



**STATE OF NEW MEXICO**  
**Public School Facilities Authority**

Robert A. Gorrell  
Director

☐ originating office  
Santa Fe Main Office  
410 Don Gaspar Ave  
Santa Fe, NM 87501  
Telephone: 505-988-5989  
Facsimile: 505-988-5933

☒ originating office  
Albuquerque Field Office  
1312 Baschart SE, Suite 200  
Albuquerque, NM 87106  
Telephone: 505-843-6272  
Facsimile: 505-843-9681

September 18, 2015

Ms. Caryl Thomas, Principal  
Cesar Chavez Community School  
1325 Palomas SE  
Albuquerque, NM 87108

**Re: Cesar Chavez Community School 2015-2020 Facility Master Plan / Educational Specifications Approval**

Dear Principal Thomas:

PSFA has received and reviewed the Cesar Chavez Community School 2015-2020 Facility Master Plan (FMP) / Educational Specifications (Ed Spec's). Based upon our review, PSFA is pleased to announce that the Plan meets our requirements for a master plan submittal. As a result, PSFA considers the Plan to be final and approved and we would like to congratulate the Cesar Chavez Community School for completing this important step. We strongly believe that effective master planning will be beneficial to your School as it moves forward in serving the students of Cesar Chavez Community School.

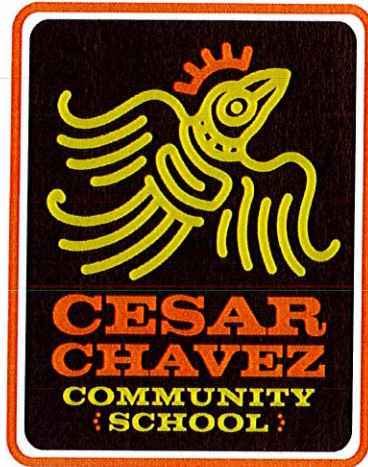
Since PSFA considers the FMP to be a dynamic and living document, the District should update the Plan as needed or on an annual basis. In addition to updating the FMP, the District should ensure that its Preventative Maintenance Plan (PMP) is updated yearly, since maintenance can prolong a building or building system's life span, but ultimately, any building or system will require cyclical renewal using capital funding. Alternatively, capital investments that are not properly maintained will have a significantly decreased useful life. Consequently, it is important that the FMP and the PMP be aligned as much as possible. Continual communication between your capital planner and the district's maintenance and operational personnel is vital and is a component to meet your goals and ensure a successful planning period. If you have any questions, please do not hesitate to call me at 843-6272.

Sincerely,

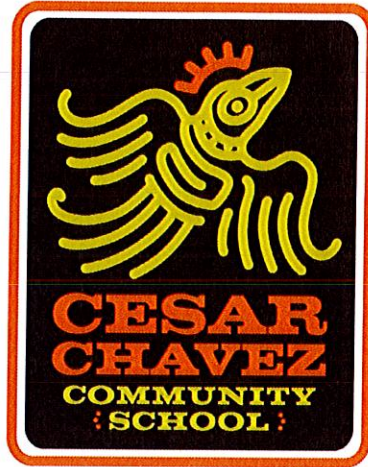
William W. Sprick  
Facility Master Planner

cc:

Martica Casias, Planning and Design Manager,




**Cesar Chavez Community School  
Preventive Maintenance Plan**



**Cesar Chavez Community School  
Preventive Maintenance Plan 2018  
Table of Contents**

1.0	<i>District Preventive Maintenance Purpose/Objectives/Scope &amp; Mission Statement*</i>
2.0	<i>District Maintenance Goals*</i>
3.0	<i>Maintenance Organization Structure and Staffing Responsibilities*</i>
4.0	<i>Maintenance Priorities and Procedures*</i>
5.0	<i>Inspection and Maintenance Schedules*</i>
6.0	<i>Scheduled Preventive Maintenance Tasks*</i>
7.0	<i>Established Custodial Duties and Responsibilities*</i>
8.0	District Facilities and Equipment
9.0	Planned Major Maintenance and Repair Projects
10.0	Maintenance Staff Development Plan
11.0	Maintenance Safety Plan
12.0	Service Contract and Vendor Oversight
13.0	Facility Master Plan Assessment
14.0	Facility Safety Assessments
15.0	Maintaining Equipment Records
16.0	Quarterly Maintenance Management Reports
17.0	Energy Management Plan
18.0	This page intentionally left blank
19.0	Groundskeeping Plan
20.0	Pesticide Use Program

*\* State Statute Requirements*

 <p><b>Cesar Chaves Community School</b></p>	<p><b>Preventive Maintenance Plan Introduction, Purpose, Mission and Policy Statement</b></p>	<p><b>Policy # 1.0</b></p>
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## INTRODUCTION

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

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

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

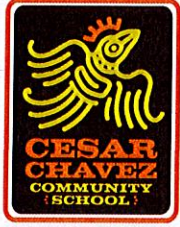
## PURPOSE / MISSION / VISION

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

In addition, the preventive maintenance program will develop systematic and comprehensive methods for the development and effective implementation of an equipment management program for the districts to provide a process for meeting or extending the service life of facility equipment, systems and components, conducive to the needs of the students and teachers learning environments.

This program contains all of the detailed procedures associated to the facilities preventive maintenance program. If effectively implemented, will meet state statute maintenance guidelines and effectively manage the costs associated with maintenance and operations. Any changes to



 <p><b>Cesar Chavez Community School</b></p>	<p align="center"><b>Preventive Maintenance Plan Introduction, Purpose, Mission and Policy Statement</b></p>	<p align="center"><b>Policy # 1.0</b></p>
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procedures or preventive maintenance guidelines shall be reviewed and approved by the maintenance supervisor or designee.

## **DESCRIPTION**

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

## **POLICY**

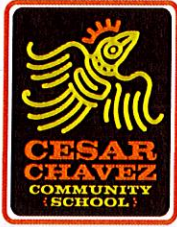
The Cesar Chavez Community School has created a preventive maintenance plan to ensure the district properly maintains its facilities, mechanical systems and equipment so they are efficiently operational providing a comfortable and safe environment for its students, staff, visitors and guests by performing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

It is the policy of the Cesar Chavez Community School to utilize a formal written maintenance process to implement an effective and quality preventive maintenance plan inclusive of specific and unique equipment inventory and preventive maintenance schedules.

## **OBJECTIVES**

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

- a. Achievement and participation of a uniform maintenance standard and criteria.
- b. Effective use of available manpower and material resources.
- c. Documenting information relating to maintenance and maintenance support activities.
- d. Improvement of maintenance and reliability of utility systems and equipment by provision of documented maintenance information and analysis.



**Cesar Chavez Community School**

**Preventive Maintenance Plan  
Introduction, Purpose, Mission and  
Policy Statement**

**Policy # 1.0**

- e. Providing a means for reporting building configuration changes
- f. Effective and responsible use of resources and materials.
- g. Reduction of the costs through development of effective PM programs to prevent accidental material damage to systems and equipment.
- h. Provide the means to schedule, plan, manage and track maintenance activities.
- i. Provision of data on which to base improvements in equipment design and spare parts.
- j. Create effective policies and programs in support of a quality and safe maintenance culture.

## **SCOPE**

This preventive maintenance program is fully applicable to all Cesar Chavez Community School locations in assisting directors, maintenance supervisors and maintenance staff with the development of equipment inventories and effective processes to maintain the equipment, and associated systems in the facility at designed levels of efficiency and reliability.

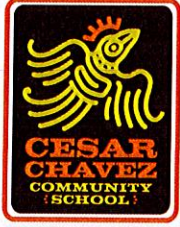
It is the policy of Cesar Chavez Community School to utilize a written process to implement an effective and quality preventive maintenance program inclusive of the development of a unique inventory, preventive maintenance schedules and strategies, maintenance work order processes and utility billing tracking and monitoring activities.

## **PREVENTIVE MAINTENANCE PROGRAM**

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

Preventive maintenance actions are the minimum requirement to maintain equipment in a fully operable condition and within specifications. If performed according to schedule, these maintenance actions will provide improved equipment efficiency and reliability. Preventive maintenance guidelines and the schedules at which they are to be accomplished are developed based on specific equipment operating and maintenance manuals, manufacturer recommendations and the NM Groups Classification Types (NMGCT). These guidelines provide the detailed procedures for performing the preventive maintenance tasks and identify who, what, when, how and with what resources a preventive maintenance task is to be accomplished.



 <p><b>Cesar Chaves Community School</b></p>	<p><b>Preventive Maintenance Plan Introduction, Purpose, Mission and Policy Statement</b></p>	<p><b>Policy # 1.0</b></p>
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Preventive maintenance guidelines also provide spare parts specifications and consumable item listings for improved planning and preparation and cost effectiveness.


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

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

#### **PREVENTIVE MAINTENANCE PLAN REVIEW AND REVISION**

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



 Cesar Chavez Community School	<b>Maintenance Goals</b>	<b>Policy # 2.0</b>
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## POLICY

It is the policy of the Cesar Chavez Community School to create a list of reasonable goals for the maintenance program in an effort to identify opportunities for improvements in critical or weak areas of the department. The following goals for the 2018 school year have been created and include a plan of action and timelines for completion.

### MAINTENANCE PERFORMANCE GOALS 2018

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

1. Update a formal written Preventive Maintenance Plan that meets state statute requirements.  
By When: December 2018. By Who: Nathan Everett.
2. Update and maintain an accurate and inventory of facility equipment by December 2018.
3. Update and revise a formal schedule of Preventive Maintenance schedules and tasks on critical systems and components. By When: December 2018. By Who: Nathan Everett.
4. Update annual training for maintenance and custodial staff by August 2018.

## PREVIOUSLY ACCOMPLISHED MAINTENANCE GOALS

### *Previously accomplished Maintenance Goals:*

#### **2012 / 2013 Accomplishments**


1. Develop a formal written Preventive Maintenance Plan that meets state statute requirements.
2. Establish an accurate and unique inventory of facility equipment
3. Develop a formal schedule of Preventive Maintenance schedules and tasks on critical systems and components.
4. Develop a formal written maintenance work order process for the organization to track assigned work.
5. Develop an annual training schedule for maintenance and custodial staff.

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#### **References:**

PSFA:  
NM State Statute

Original Date	01/13
Review/Revision Date	01/18
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Approved: _____	Date ____/____/____

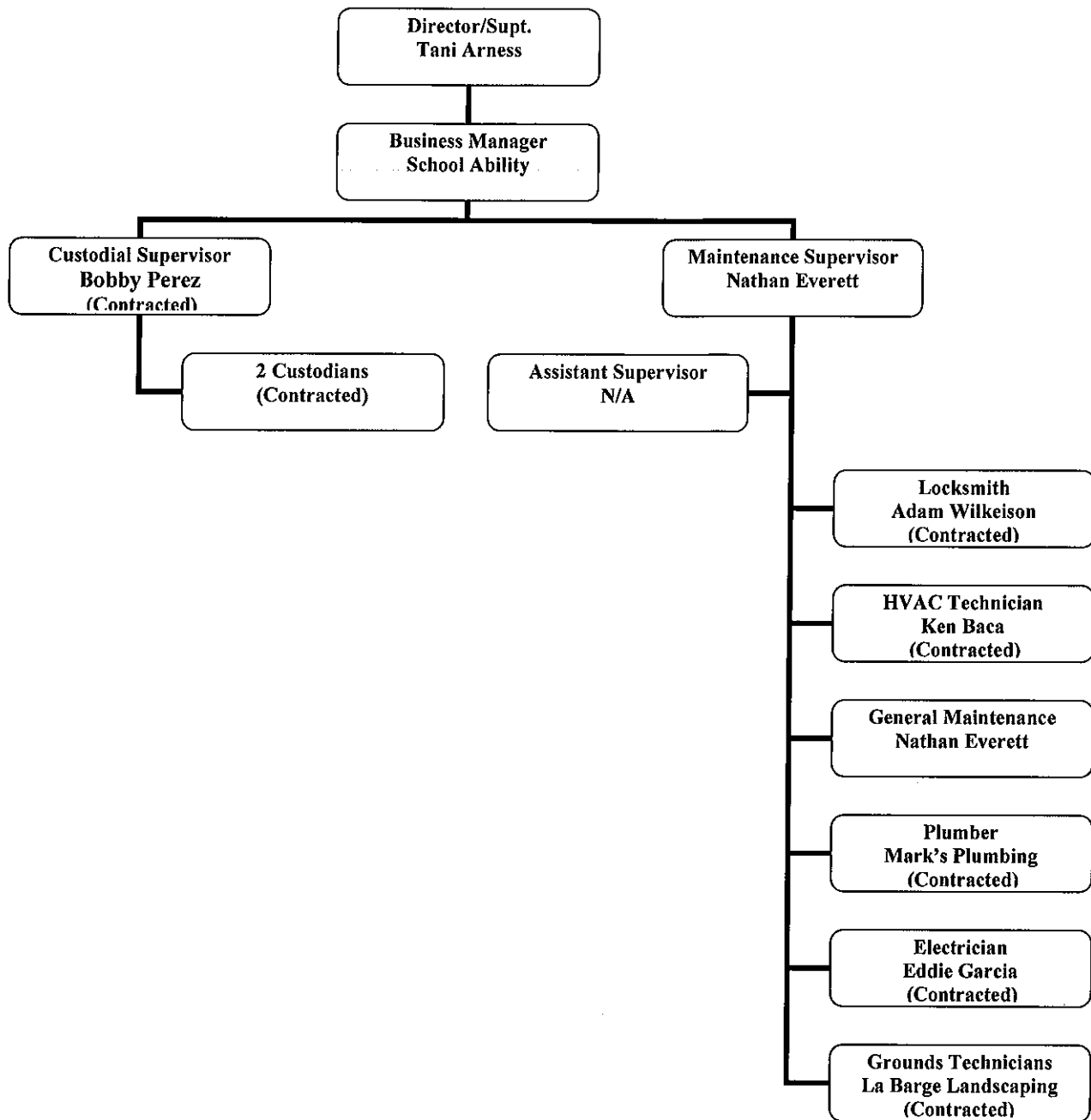
 <p>Cesar Chavez Community School</p>	<p><b>Maintenance Organizational Structure and Staffing Responsibilities</b></p>	<p><b>Policy # 3.0</b></p>
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## **POLICY**

It is the policy of the Cesar Chavez Community School to establish a routine maintenance staffing and organizational structure and staffing responsibilities to define effective lines of communication and approval processes.

## **PROCEDURE**

The Cesar Chavez Community School has developed the attached maintenance organizational chart structure.



**References:**

PSFA:  
NM State Statute

Original Date	01/14
Review/Revision Date	01/18
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Approved: _____	Date ____/____/____

**All of the following positions are responsible to the districts safety policies and procedures.**

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

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

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

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

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

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

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

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

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**References:**

PSFA:  
NM State Statute

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

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

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

**PLUMBER:** journeyman plumber. Completes all plumbing maintenance and repairs on campus; sewer, water, and irrigation; replaces sinks, toilets, faucets, gas lines as needed. Checks and maintains Backflow preventers as needed

**WELDER:** certified welder completes any welding repairs, and welding projects needed.

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

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

#### **CUSTODIAL SUPERVISOR:**

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

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

**CUSTODIAN:** Responsible and accountable for performing custodial services at all school buildings on campuses.

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

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#### **References:**

PSFA:  
NM State Statute

<b>Original Date</b>	<b>01/14</b>
<b>Review/Revision Date</b>	<b>01/18</b>
<input type="checkbox"/> <b>Supersedes all Previous</b>	
<b>Approved:</b> _____	<b>Date</b> ____/____/____

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

**SECURITY:** Guard will be positioned at front vestibule during staff and student arrivals ensuring safe entry way is not obstructed. Keys and radio will be issued at beginning of shift by front desk. Always have radio on self and volume adjusted to hear. Be visible at front door during class transitions and lunch breaks. These guard functions are to be carried out with minimal student interaction while being courteous and professional.

\*See Securitas Post Orders for detailed description of duties.

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**References:**

PSFA:  
NM State Statute

Original Date	01/14
Review/Revision Date	01/18
<input type="checkbox"/> Supersedes all Previous	
Approved: _____	Date ____/____/____

SECURITAS SECURITY SERVICES USA INC.



**Cesar Chavez Community Charter School**  
**1325 Palomas DR. SE.**  
**Albuquerque, NM 87108**



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## Site Post Orders

### Securitas Security Albuquerque, NM

Client Contact:	Tani Arness	Principal
	Nate Everett	Dean of Students / Facilities
	Karina Cuara	Receptionist

**Schedule: Monday thru Thursday 10:30AM – 7:00PM**  
**Friday 11AM-4:30PM**  
**Lunch daily at 3:30 after School Schedule Lunch**

#### **Purpose:**

*Our primary function is to protect Cesar Chavez Community School from any individuals gaining access to premises without permission. Ensure students and staff members feel safe within their environment by providing a visible deterrent to loitering, trespassing or illegal entry to building, and help protect cars in parking lot from theft. We must do this in a courteous and professional manner.*

- **POST ORDERS:**

#### **Front Entrance of School:**

*Positioned at front vestibule during staff and student arrivals ensuring safe entry way is not obstructed. Keys and radio will be issued at beginning of shift by front desk. Always have radio on self and volume adjusted to hear. Be visible at front door during class transitions and lunch breaks. These guard functions are to be carried out with **minimal student interaction** while being courteous and professional. Nate will supply lockdown, evacuation and fire protocols for Cesar Chavez Community Charter School for guard to follow protocols and will be added to Post Orders at later date.*

**Cafeteria/Lunch Break 2:35pm-3:15pm:**

*Positioned in outdoor lunch break area during the student's lunch break for a visual deterrent for safety concerns. This must be done in a courteous and professional manner.*

**Parameter of building:**

*While students are in class the guard on duty will monitor outdoor areas including parking lot, front of building, side break area, side drainage area and rear of building not to allow loitering, trespassing or illegally access to the school building by any individuals. Ensure gates around the property are locked and free of unpermitted individuals. While patrolling exterior parameter annotate any graffiti, paraphernalia or safety issues on DAR that need to be reported to Nate, again this must be in writing. Patrolling the parameter is to take place once every hour, but not during times of class transitions or student's lunch break.*

**General Orders:**

- A Securitas Security Officers Hand Book will be in your possession and referred to for Securitas policies and procedures. Officers must wear the official State of New Mexico guard card while on duty.
- Officers will comply with the specific instructions in these post orders. Sign the signature page at the end of these post orders to signify your reading, understanding, and compliance of them.
- Officers will prepare a Daily Activity Report (DAR) to cover the activities of your shift. The DAR provides record of all events during your shift. Reports are to be detailed and accurate. Clear and neat reports are essential. All reports shall be written as events occur. Do not pre-fill reports or wait until the end of shift to fill out reports.

Officers will prepare an Incident Report (IR) concerning any unusual events during your shift. The Branch Manager and MSO Unit 505-340-7503 are to be notified of any Incident Report. Create an incident report for each incident involving trespassers, vandalism, suspicious activity, emergency personnel on site, and any other item found that is "out of the ordinary".

### Uniform:

- All officers will be dressed in the Securitas military gray short/long sleeve shirt, black shoes, black belt, and the DPS authorized security badge & New Mexico Guard Card must be displayed on the outermost garment being worn at all times. The grey jacket is for cold weather.

### Post Duties:

- After signing into your shift:
  - Review Log Book, Temporary Post Orders and Revisions to Temporary Post Orders.
  - Call Securitas MSO 505-340-7503 at the beginning and end of the each shift every day.
  - Maintain a high visibility professional appearance at all times in the front of Building, near parking area removing all transients or trespassers on property and watch for suspicious individuals.
  - Perform a thorough walkthrough of the entire parking area every hour, making sure all areas are secure and free of unauthorized individuals on property.
- Document all activities on your Shift Activity - Detect, Deter, and Report:
  - Detect and look for suspicious activity/behavior, missing items/materials, unauthorized visitors, and signs of forced entry.
  - Deter criminal activity such as theft and vandalism by standing near the front of the Building and serving as a visual deterrent.
  - Report using Shift Activity Reports, Incident Reports, and the pass down log book. Call Securitas MSO 505-340-7503 and the branch manager each time an Incident report is created.
- Observe all individuals entering the building, watching for any signs of disorderly conduct, or suspicious belongings such as duffel bags. If any questionable guest, welcome them to the school and walk them to the front desk. Greeting: **“Hi. Welcome to Cesar Chavez Community School, how can I help you?” (let them state their business) “Let me show you to the front desk.”**
- In case of student physical fight on campus we ask the security guard to stand nearby without initially intervening. Staff should make first attempts to intervene and break-up a student fight. Staff may ask security for help at some point at which time security may step in to separate students for the sake of safety, using verbal and hand gestures, and minimal physical contact.

- Observe all individuals in the waiting areas for any signs of disorderly conduct and report it on Daily Activity Report. Safety is paramount.
- Restroom breaks: Officers are to advise a staff member when leaving the facility for a break and again on returning.
- Questions: If there are any questions, call Securitas mobile patrol and or the branch manager.

### **Essential Contacts**

**Craig Cherry**

505-238-3450

**Rick Hall – Branch Manager**

505-977-6548 (Cell)

**Securitas MSO Unit Field Supervisors:**

505-340-7503 (Cell)

**Securitas Office:**

505-341-2041

By placing your signature below you are certifying that you fully understand and will comply with all given instructions contained within these post orders.

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Officer Name

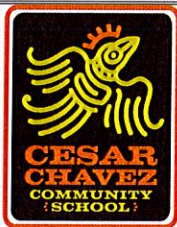
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Officer Name

\_\_\_\_\_  
Date:



Cesar Chavez Community School

## Maintenance Priorities and Procedures

## Policy 4.0

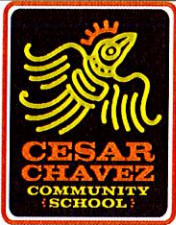
### POLICY

#### Routine Maintenance Work Orders

The Cesar Chavez Community School currently processes maintenance work orders via email. Staff provides work requests via email which the Maintenance Supervisor reviews, approves and assigns work to the appropriate source/technicians. If a technician identifies a problem they correct the issue and create a work order, thereafter. All Closed (routine and PM) work orders must have the following required fields populated in order to maintain a level of high quality and integrity:

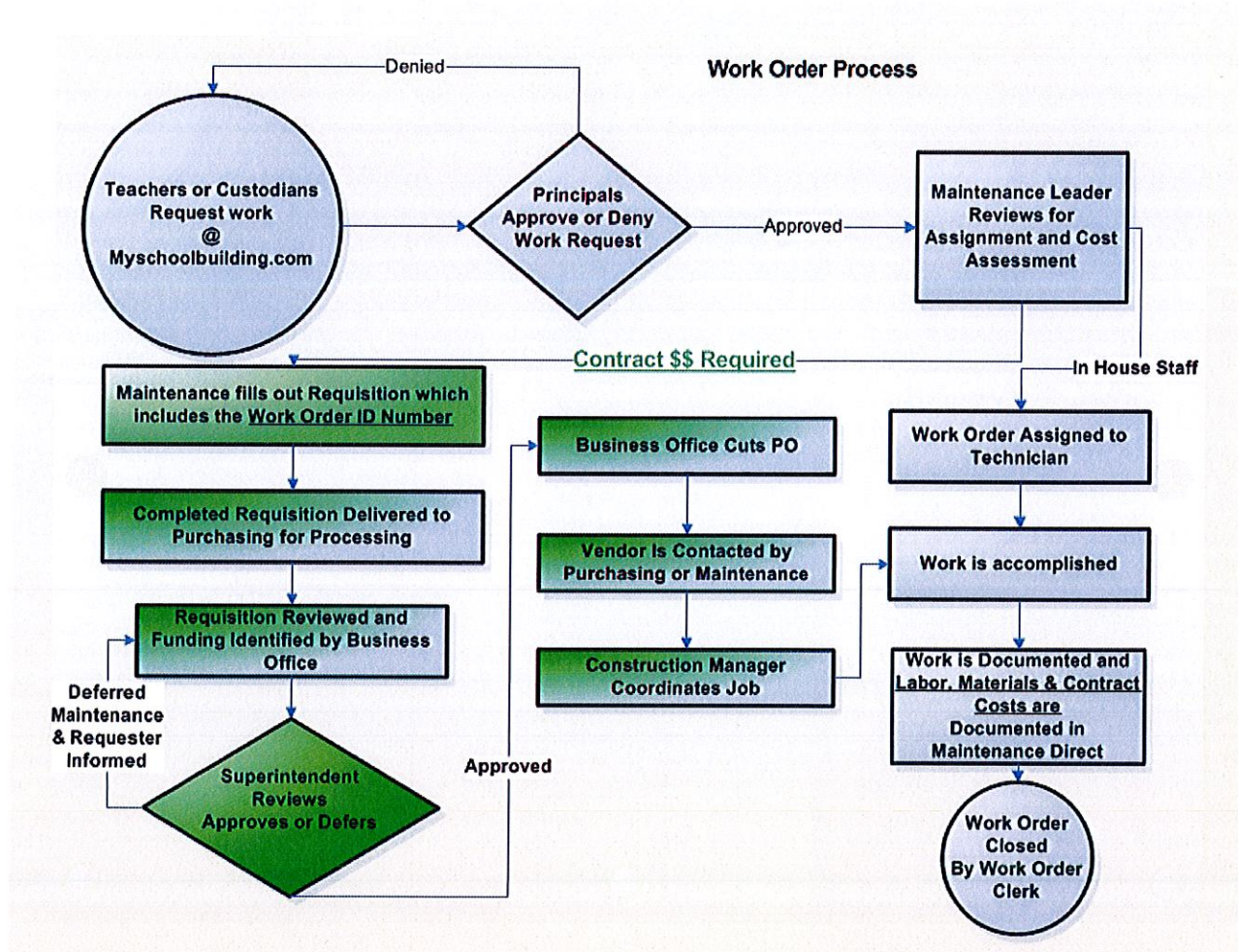
New requests should always include:	Closed work orders to be fully documented with:
Requestor	Labor Hours
Work Description	Material and / or Contract costs
Location of Work	Responsible Party (Who completed the work)
Craft (Type of Work)	Action take to resolve problem (What was done)
Purpose (Reason for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

Work order system reports are used at staff meetings for continuous improvement of operations.

 <p>Cesar Chavez Community School</p>	Maintenance Priorities and Procedures	Policy 4.0
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### Preventive Maintenance Work Orders

The Cesar Chavez Community School preventive maintenance work orders are scheduled in an email format. The work orders are sent to the maintenance designee for assignment to the appropriate technician, or service contractor for completion and documentation. The following chart is an example of the work order process.




### References:

PSFA:  
NM State Statute

Original Date	01/13
Review/Revision Date	01/18
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Approved: _____	Date ____/____/____



 Cesar Chavez Community School	Maintenance Priorities and Procedures	Policy 4.0
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## DEFINED PRIORITIES

The Cesar Chavez Community School has established the following work priority definitions for the maintenance department for effective response to requested work requests.

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

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

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

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


**DEFERRED** is used for those projects, which are not necessarily required but are desirable. As a general rule, work should commence within thirty days of receipt unless seasonal or other considerations allow or dictate a greater delay is stating.

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### References:

PSFA:  
NM State Statute

Original Date	01/13
Review/Revision Date	01/18
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 <p>Cesar Chavez Community School</p>	<p><b>Inspection and Maintenance Schedules Equipment Inventory</b></p>	<p><b>Policy 5.0</b></p>
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## **POLICY**

The accomplishment of scheduled inspection and preventive maintenance tasks is critical to the successful operation of the Cesar Chavez Community School.

## **PROCEDURE**

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

Prescribed equipment inventories, maintenance schedules and PM frequencies and inspection tasks have been developed for the facility.

**Attachments:** Unique list of major facility equipment inclusive in the PM program. HVAC, Life Safety, Structures, Utilities, Plumbing etc.

**Attachments:** PM task lists or reference alternate location for information.

**Attachment:** Map with School Locations  
Facility Floor Plan



### **Inspection & Maintenance Schedules:**

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

Fire Extinguishers – Inspection (Frequency: Monthly)  
Fire Doors – (Frequency: Quarterly)  
Fire Control Valves (Frequency: Monthly)  
Emergency/Exit Lights, (Frequency: Quarterly)  
Hot Water Heater – Gas (Frequency: Annual)  
Lighting, Outside, (Frequency: Semiannual)  
Playground Equipment & Structures (Frequency: Monthly)  
Doors, Main Entrance (Frequency: Semiannual)  
Drains, Areaway, Driveway, Storm (Frequency: Semiannual)  
Fences and Gates, Security/Access (Frequency: Semiannual)  
Roofs, Drains, Gutter and Downspouts (Frequency: Semiannual)

#### **CURRENT PREVENTIVE MAINTENANCE SCHEDULE**

<b>EQUIPMENT</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Fire Extinguishers	M	M	M	M	M	M	M	M	M	M	M	M
Fire Doors	Q			Q			Q			Q		
Fire Control Valves	M	M	M	M	M	M	M	M	M	M	M	M
Emergency/Exit lights	Q			Q			Q			Q		
Hot Water Heater – Gas	SA							SA				
Lighting, Outside,	SA							SA				
Outdoor Equipment/Structures	M	M	M	M	M	M	M	M	M	M	M	M
Doors, Main Entrance	SA							SA				
Drains, Areaway, Driveway, Storm	SA							SA				
Fences and Gates, Security/Access	SA							SA				
Roofs, Drains, Gutter and Downspouts	SA							SA				

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#### **References:**

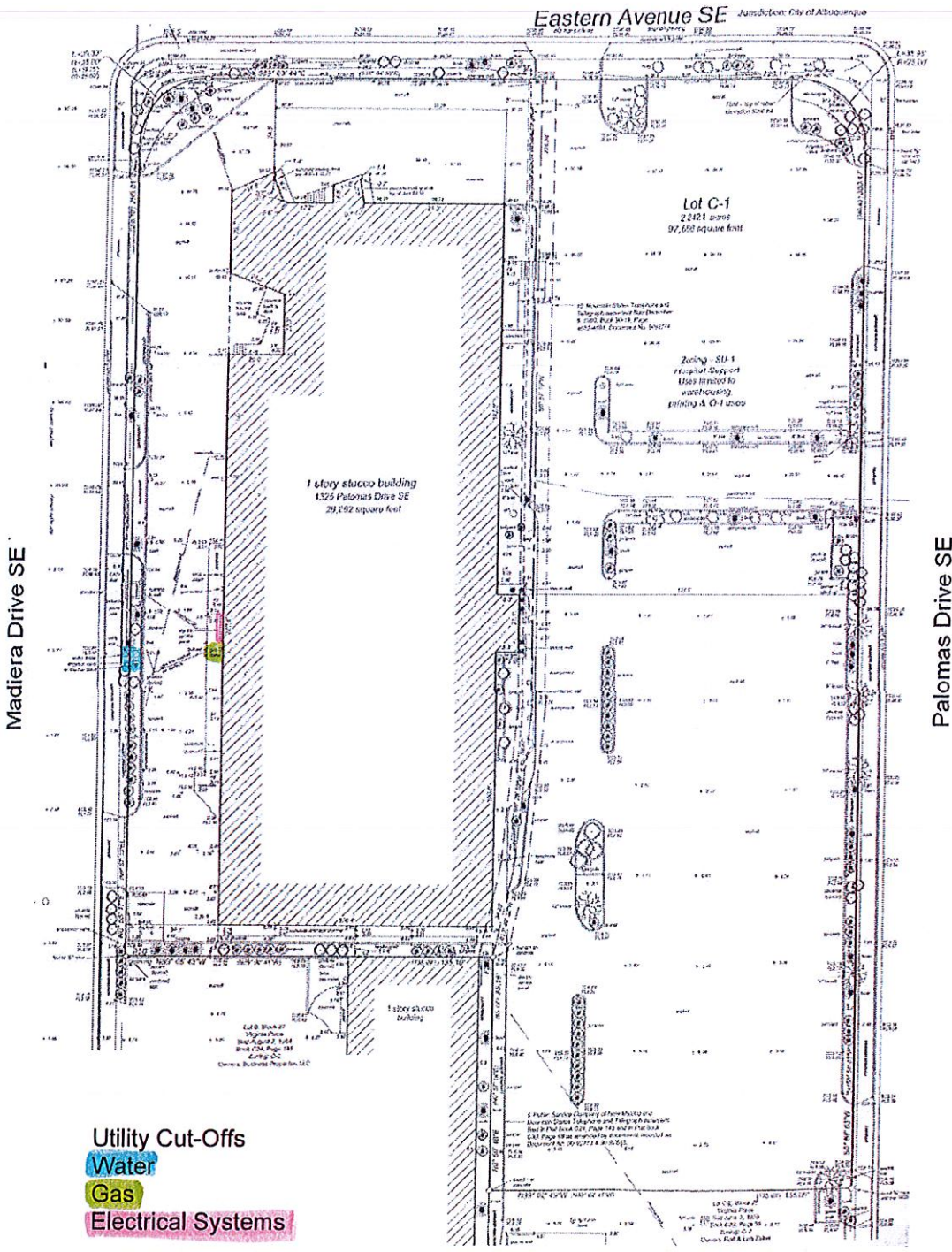
PSFA:  
NM State Statute

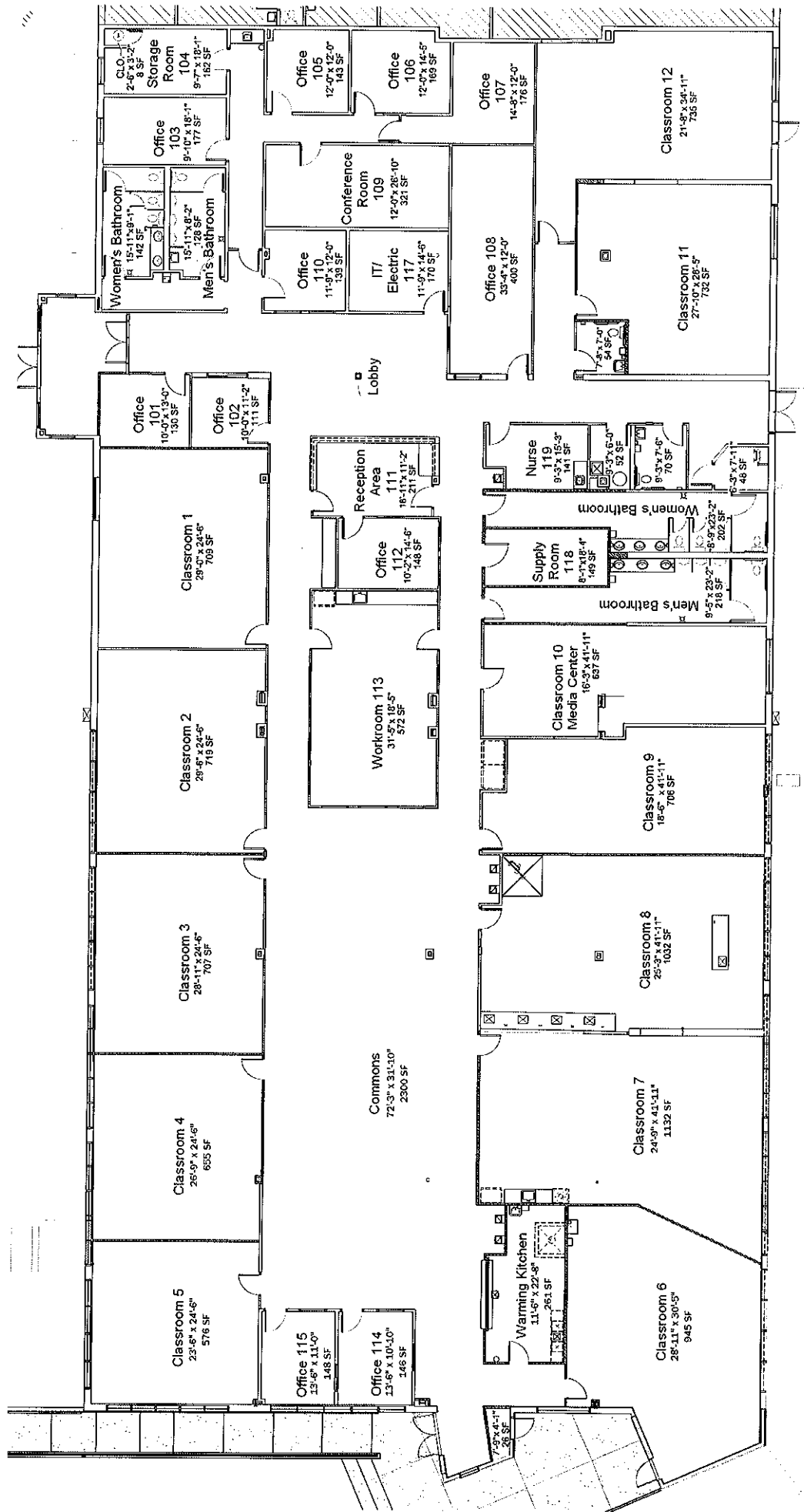
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 Cesar Chavez Community School	<b>Scheduled Preventive Maintenance Tasks</b>	<b>Policy 6.0</b>
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## **POLICY**

It is the policy of the Cesar Chavez Community School to utilize a written system in the development and continued management of Preventive Maintenance tasks for equipment associated with the district sites. In addition, the District shall use the New Mexico GCT's and/or manufacturer recommendations & guidelines to develop preventive maintenance equipment frequencies and tasks.

It is the policy of Cesar Chavez Community School to develop preventive maintenance schedules and tasks for at least the following critical systems and equipment at the school(s):

- Life/Fire Safety Systems and Exits and Emergency Lighting Systems
- Heating/Cooling and Ventilation Systems
- Doors, Main Entrance
- Outdoor/Playground Equipment
- Roof Systems
- Site Drainage Systems
- Plumbing Systems
- Kitchen Equipment and Systems
- Security Systems
- Site Utility Systems

## **Life/Fire Safety Systems and Exits and Emergency Lighting Systems (Frequency Monthly)**

**Application:** This maintenance task is for a monthly visual inspection of all fire extinguishers and emergency lighting.

### **Special Instructions:**

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

### **Checkpoints:**

#### **Fire Extinguishers:**

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

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

#### **Recommended Tools, Materials, and Equipment:**

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

#### **Exits and Emergency Lighting Systems:**

A visual inspection is a quick check to see that the Exits and Emergency Lights are in its proper location that it is not blocked and that it appears to be in good working order.

#### **Recommended Tools, Materials, and Equipment:**

1. N/A

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#### **References:**

PSFA:  
NM State Statute

Original Date 01/13

Review/Revision Date 01/18

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Approved: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Heating/Cooling and Ventilation Systems (Frequency: Annually, Quarterly and Monthly)**

**Application:** This maintenance task is for a quarterly inspection of all HVAC units and thermostats.

### **Special Instructions:**

1. Follow manufacturer's instructions.
2. Preventive maintenance such as replacing filters and maintaining HVAC units are handled by contractor.
3. Interior vents are to be cleaned monthly by custodial staff.
4. Thermostats will be maintained and adjusted seasonally or as needed.

## **Doors, Main Entrance (Frequency: Semiannual)**

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

### **Special Instructions:**

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

### **Checkpoints:**

#### **Hinged Doors**

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

### **Recommended Tools, Materials, and Equipment:**

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

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### **References:**

PSFA:  
NM State Statute

Original Date 01/13

Review/Revision Date 01/18

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Approved: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Outdoor/Playground Equipment (Frequency: Monthly)**

**Application:** This maintenance task is for a monthly visual inspection of Outdoor break area and “playground” area.

### **Special Instructions:**

Walk entire outdoor identify any damaged caused by weather or vandalism. Visually inspect all outdoor equipment (tables, benches, basketball equipment, etc.) Fences and gates are secured and in working order.

### **Checkpoints:**

1. Inspect the frame and supporting structures of fence and gates.
2. Inspect hardware; hinges, latch keeper, lock. etc. Apply graphite where needed, wipe off excess.
3. Operate gates to observe functioning of check. Adjust and service as needed.
4. Touch up paint as needed.
5. Tighten any loose bolts on tables and benches.
6. Make any needed adjustments to basketball goal.
7. Clean up and remove all debris from outdoor area.

### **Recommended Tools, Materials, and Equipment:**

1. Basketball hand tool for adjusting hoop.
2. General hand tools.
3. Graphite (Gate locks). Consult the Material Safety Data Sheets (MSDS) for hazardous ingredients and proper personal protective equipment (PPE).

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### **References:**


PSFA:  
NM State Statute

Original Date 01/13

Review/Revision Date 01/18

☐ Supersedes all Previous

Approved: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

 Cesar Chavez Community School	Custodial Duties and Responsibilities	Policy 7.0
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## POLICY

It is the policy of the Cesar Chavez Community School to establish custodial duties and responsibilities, aligned with the job description, in an effort to assist in the timely coordination and completion of the routine preventive maintenance necessary for a clean, sanitary and well-kept facility. The following duties and responsibilities for the district have been developed as a guideline to assist in the effective management of custodial staff.

**Attachment:** 2017/18 Vanguard Service Schedule and Agreement Document



## PROCEDURES - GENERAL MAINTENANCE

### DAILY

1. Remove snow and ice accumulations from sidewalks and entry areas as needed.
2. Sweep sidewalks and entryways.
3. Remove trash from lawn, shrubs, bushes, sidewalks, stairway & parking lots.
4. Replace damaged and soiled ceiling tiles as needed.
5. Replace electrical lamps, breakers, fuses and ballasts as needed.
6. Check boiler, mechanical, electrical and telephone rooms; listen for unusual noises; check for excessive heat and equipment vibrations.
7. Ensure doors, windows and roof accesses are secured nightly.

### WEEKLY

1. Re-lamp exterior building, parking lot and site lighting as needed.
2. Remove rubbish from property.
3. Trim lawn edges and mow professionally to 2" during growing season.
  - Remove lawn trimmings
  - Remove visible weeds
  - Sweep walks & gutters
  - Rake and clean gravel and mulch areas
  - Test and adjust irrigation system as needed

### MONTHLY/QUARTERLY/SEMI-ANNUAL/ANNUAL

1. Reset time clocks. (Daylight Saving Time)
2. Restore cracks and blemishes on building exterior.
3. Verify that there is adequate supply of filters, lamps, etc.
4. Activate lawn sprinkler irrigation system. Test, inspect and repair as needed.
5. Apply pre-emergent weed control.
6. Prune trees and shrubs.
7. Winterize lawn irrigation sprinkler system.
8. Sweep Parking lots.
9. Check all door operations and adjust hardware including overhead doors and operators.
10. Replace burned out and flickering lamps (light bulbs)
11. Check for tripped circuit breakers.
12. Test smoke detectors
13. Supervise annual fire protection test.
14. Supervise annual fire sprinkler system test.
15. Supervise annual backflow protection valve test.
16. Rotate fire line valves off and on.
17. Rotate all plumbing fixture shut off valves.
18. Rotate all water valves serving floor drains.
19. Test and service exit lights and emergency lights.
20. Test lighting fixtures.

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### References:

PSFA:  
NM State Statute

Original Date 01/13

Review/Revision Date 01/18

☐ Supersedes all Previous

Approved: \_\_\_\_\_ Date \_\_/\_\_/\_\_

## **PROCEDURES - Custodial Housekeeping Duties & Responsibilities**

### **DAILY:**

- Empty trash receptacles and clean ashtrays.
- Sweep entrances, lobbies and corridors.
- Spot sweep floors and spot vacuum carpets.
- Clean drinking fountains.
- Sweep and damp mop or scrub toilet rooms.
- Clean all toilet fixtures and replenish toilet supplies.
- Replenish restroom supplies.
- Deposit of all trash and garbage generated in or about the building.
- Dust horizontal surfaces that are readily available and visibly require dusting.
- Spray buff resilient floors in main corridors, entrances and lobbies.
- Remove carpet stains.
- Verify that there is adequate janitorial supply on hand.

### **WEEKLY:**

- Damp mop and spray buff all resilient floors in toilets and health units.
- Sweep sidewalks, parking areas and driveways (weather permitting).
- Damp wipe all student desks.

### **EVERY TWO WEEKS:**

- Spray buff resilient floors in secondary corridors, entrances and lobbies.
- Dust mop and spray buff hard and resilient floors in office space.

### **MONTHLY:**

- Thoroughly dust furniture.
- Completely sweep and / or vacuum carpets.
- Clean interior windows.
- Sweep storage space.
- Spot clean all wall surfaces within 70" of the floor.

### **EVERY TWO MONTHS:**

- Damp wipe toilet waste paper receptacles.
- Damp wipe stall partitions.
- Damp wipe doors.
- Damp wipe windowsills & frames.
- Shampoo entrance & elevator carpets.

### **THREE TIMES A YEAR:**

- Dust wall surfaces within 70" of the floor.
- Dust vertical surfaces & under surfaces.
- Clean metal & marble surfaces in lobbies.

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### **References:**

PSFA:  
NM State Statute

Original Date 01/13

Review/Revision Date 01/18

☐ Supersedes all Previous

Approved: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## **PROCEDURES - Custodial Housekeeping Duties & Responsibilities (Continued)**

### **TWO TIMES A YEAR:**

- Wash all interior and exterior windows and other glass surfaces.
- Strip and apply four coats of finish to resilient floors in toilets.
- Strip and refinish main corridors and other heavy traffic areas.
- Shampoo carpets in corridors and lobbies.

### **ONCE A YEAR:**

- Wash all Venetian blinds and dust six months from washing.
- Vacuum or dust all surfaces in the building above 70" from the floor including light fixtures.
- Strip and refinish floors in offices and secondary lobbies and corridors.
- Shampoo carpets throughout the building.

### **ONCE EVERY THREE YEARS:**

- Repaint classrooms and corridors.

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### **References:**

PSFA:  
NM State Statute

Original Date 01/13

Review/Revision Date 01/18

☐ Supersedes all Previous

Approved: \_\_\_\_\_ Date \_\_/\_\_/\_\_



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## **SERVICE SCHEDULE AND AGREEMENT**

For ***Cesar Chavez Community School***

*Premises Located at:*

1325 Palomas Dr SE  
Albuquerque, New Mexico 87108

January 25, 2016

Notice of Confidentiality

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**Mr. Nathan Everett**  
**Technology/Data Coordinator**  
**Cesar Chavez Community School**  
**1325 Palomas Dr SE**  
**Albuquerque, New Mexico 87108**

Dear Nathan:

I would like to personally welcome you to the Vanguard Cleaning System of New Mexico family. Thank you for the opportunity to present our capabilities to Cesar Chavez Community School.

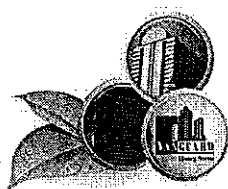
We pride ourselves on the exemplary relationships we build with our customers. Those relationships are founded on the values that everyone at Vanguard is committed to: being honest at all times, consistent and effective communication, being prepared and showing, finishing everything we start, and treating everyone with respect.

We will relentlessly deliver on our promises to you as our customer and are committed to delivering a level of service and satisfaction that is unmatched by any company in New Mexico.

Please let me know if you have any questions as I would be happy to clarify any details within this proposal. Thank you again for the opportunity to earn your business and we look forward to working with Cesar Chavez Community School in the near future!

All the best

Bobby Perez  
Sales Manager  
(505) 604-2910

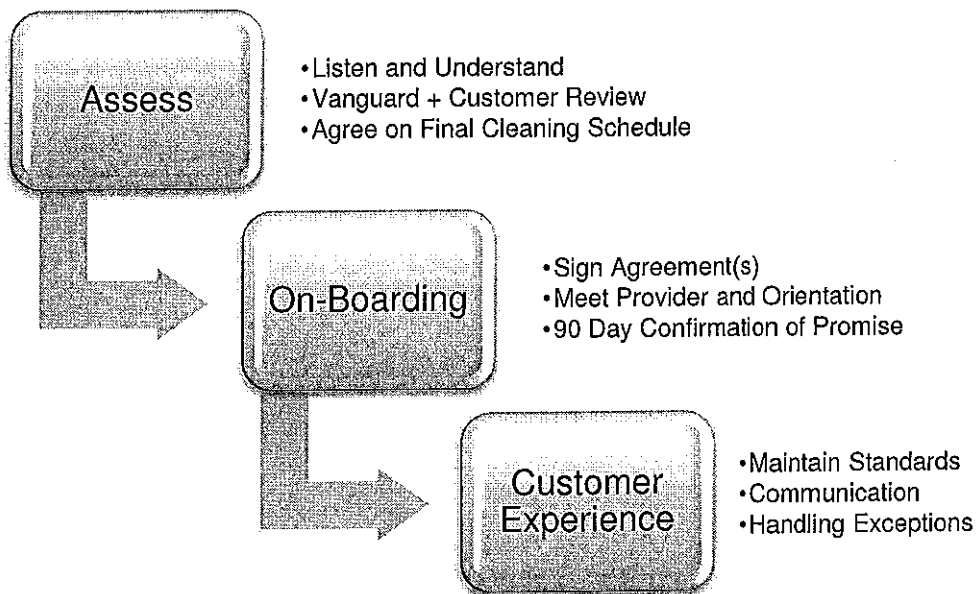


## Vanguard Cleaning Systems Methodology

**Vanguard's proven methodology makes us the clear choice...**

Vanguard Cleanings Systems is the only cleaning company with a rigorous business methodology, proven processes and systems, and experienced people that create a customer experience that keeps our customers with us for an average of over 5 years.

We take the time to learn about your business, to design a solution to meet your specific needs, and then implement our services with an approach that keeps communication structured and open to ensure that the first few weeks start off without disruption to your business and we establish a foundation for years to come.



We truly look forward to bringing you and your Cesar Chavez Community School into the Vanguard Family. Thank you for your trust and confidence and we look forward to building a strong, durable, and long lasting relationship.



## **Vanguard Cleaning Systems Service Schedule**

### **General Offices, Conference Rooms, Entry Ways and Common Areas**

#### ***Each Visit...***

- Fully clean entrance glass doors and damp wipe metal door frames and remove debris from metal entrance thresholds.
- Dust furniture, desks, chairs, tables, and cabinets.
  - *Dust office equipment per client instructions. (PC Screens are exempt due to liability.)*
  - *Papers and items on this furniture will not be moved unless specifically requested.*
- Empty waste containers, recycling and shredders and remove trash to designated area.\*
- Spot vacuum carpeted areas and entrance floor mats.
- Dust mop hard surface flooring and spot clean to remove spills and stains.
- Inspect and clean behind doors.
- Return chairs, furniture, and waste containers to proper positions.
- Lock designated office doors upon completion of cleaning.

#### ***Each Week...***

- Full vacuum carpeted areas and entrance floor mats.
- Full and thorough detail mopping of all hard surface flooring.
  - *Floor mats will be moved before cleaning and returned after floor is dry.*
  - *Stairwells included if applicable.*
- Dust window ledges, window sills, picture frames and horizontal surfaces.
- Clean all elevator stainless steel and clean out tracks.
- Remove cobwebs.

#### ***Each Month...***

- Dust blinds.
- Dust high reach areas (below 15 ft) including shelves, ledges, fans, vents, and HVAC grills.
- Dust and/or vacuum baseboards, edges, behind doors and corners.
- Damp wipe chair bases to remove dust and buildup.
- Vacuum upholstered furniture (lobbies and waiting areas only).



## **Vanguard Cleaning Systems Service Schedule**

### **Restroom Areas**

#### ***Each Visit...***

- Restock toilet paper, paper towels, hand soap, and other supplies.\*
- Empty trash containers and remove trash to designated areas.\*
- Dust mop all hard surface flooring.
- Full and thorough detail mopping of all hard surface flooring.
- Clean and polish mirrors, glass and chrome fixtures.
- Sanitize the following with germicidal disinfectant:
  - *Fixtures including showers, toilet bowls, toilet seats, and urinals*
  - *Spot cleaning of partitions and walls*
  - *All sinks*
  - *Countertops*
  - *Door handles*

#### ***Each Week...***

- Dust tops of partition walls and doors. .
- Sanitize touch points including:
  - *Light switches and clean wall around switch as needed.*
  - *Bright work on door knobs, push plates, push bars, kick plate, hand railings.*
- Flush floor drain with water to reduce odors.
- Remove cobwebs.
- De-scale lime and calcium deposits from all basins, countertops, sinks and faucets.

#### ***Each Month...***

- Dust high reach areas (below 15 ft) including shelves, ledges, fans, vents, and HVAC grills.
- Dust and/or vacuum baseboards, edges, behind doors and corners.





## **Vanguard Cleaning Systems Service Schedule**

### **Classroom, Student and Education Areas**

#### ***Each Visit...***

- Dust furniture, desks, tables, and horizontal surfaces.
  - *Note: Computer equipment not included due to liability.*
- Empty waste and recycling containers and remove trash to the designated area.\*
  - Return waste containers to proper positions.
- Dust mop ceramic and resilient floor areas and spot clean to remove spills and stains
- Restock paper towels, hand soap, and other supplies.\*
- Spot clean glass doors, partition glass and or side lights.
- Clean and sanitize sinks.
- Spot vacuum all carpeted areas.
- Inspect and clean behind doors.
- Return chairs to ready position.
- Turn off lights as designated.
- Lock and secure designated doors.

#### ***Each Week...***

- Full and thorough detail mopping of all hard surface flooring.
- Full and thorough vacuuming of all carpeted areas.
- Dust window ledges and horizontal surfaces.
- Dust and remove debris from metal entrance thresholds.
- Remove cobwebs.

#### ***Each Month...***

- Dust high reach areas including shelves, ledges, ceiling fans, vents, and HVAC grills.
  - *(Not to exceed 15 ft in height)*
- Clean baseboards, carpet edges and corners.
- Dust blinds.



## Vanguard Cleaning Systems Service Schedule

### Services and Pricing Summary

The Cleaning Services described in the preceding Service Schedule are bid on the estimated time it will take our team to deliver all cleaning services defined during our sales / assessment period.

Custom Pricing Prepared for **Cesar Chavez Community School**

The monthly price to deliver Service Schedule is: **\$1,399.00 Full Month**

The Areas / Services are broken down as follows:

<i>Area / Label</i>	<i>Service Type</i>	<i>Frequency</i>	<i>Monthly Price</i>
All Areas	Evening Cleaning	Five Times Per Week  3x Common areas, restrooms and trash  2x Full clean	\$1,399.00

Any additional services, projects, and consumables can be assessed, bid and added to our services per the customer's request at any time.

Vanguard Cleaning Systems of New Mexico is a full service cleaning and maintenance company and has the capacity to deliver an array of other services.


To start services outlined in this Service Schedule, please proceed to the next page to review and sign our Service Agreement.

Please submit signed agreements to:

(pdf) [bperez@vanguardcleaning.com](mailto:bperez@vanguardcleaning.com)

(fax) (505) 243-1825

(mail) 2301 Yale Blvd. SE, Suite C-6, Albuquerque, New Mexico 87106

 Cesar Chavez Community School	<b>District Facilities and Equipment</b>	<b>Policy 8.0</b>
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## **POLICY**

The Cesar Chavez Community School shall maintain a current & accurate listing of all schools within the district.

## **PROCEDURE**

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

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

Attachment:

1. Site Plan
2. Building Floor Plan
3. Building Component Square Footage Detail

The Cesar Chavez Community School (512-001) located at 1325 Palomas SE, Albuquerque NM 87108, maintains 1 - 26,000 square ft. school facility on 2.24 acres. As of January 2013, approximately 20,000 net usable sq. ft. of the property is occupied. It was occupied in 2010.

**Permanent General Classrooms:** 11

**Permanent Specialty Classrooms:** 1

There are no portable classrooms at this site.

**Total Classrooms:** 12

**Site Utilities:** City of Albuquerque

FACILITIES	LOCATION/ADDRESS	SQUARE FEET / Acreage	MEM Count
<b>2013</b> District Office Building/School Site	1325 Palomas SE, Albuquerque NM 87108	26,000 / 2.24 acres	180 (from the 2010-15 FMP)
<b>2014</b> District Office Building/School Site	1325 Palomas SE, Albuquerque NM 87108	26,000 / 2.24 acres	180 (from the 2010-15 FMP)
<b>2015</b> District Office Building/School Site	1325 Palomas SE, Albuquerque NM 87108	26,000 / 2.24 acres	180 (from the 2010-15 FMP)
<b>2016</b> District Office Building/School Site	1325 Palomas SE, Albuquerque NM 87108	26,000 / 2.24 acres	200
<b>2017</b> District Office Building/School Site	1325 Palomas SE, Albuquerque NM 87108	26,000 / 2.24 acres	200
<b>2018</b> District Office Building/School Site	1325 Palomas SE, Albuquerque NM 87108	26,000 / 2.24 acres	200

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**References:**

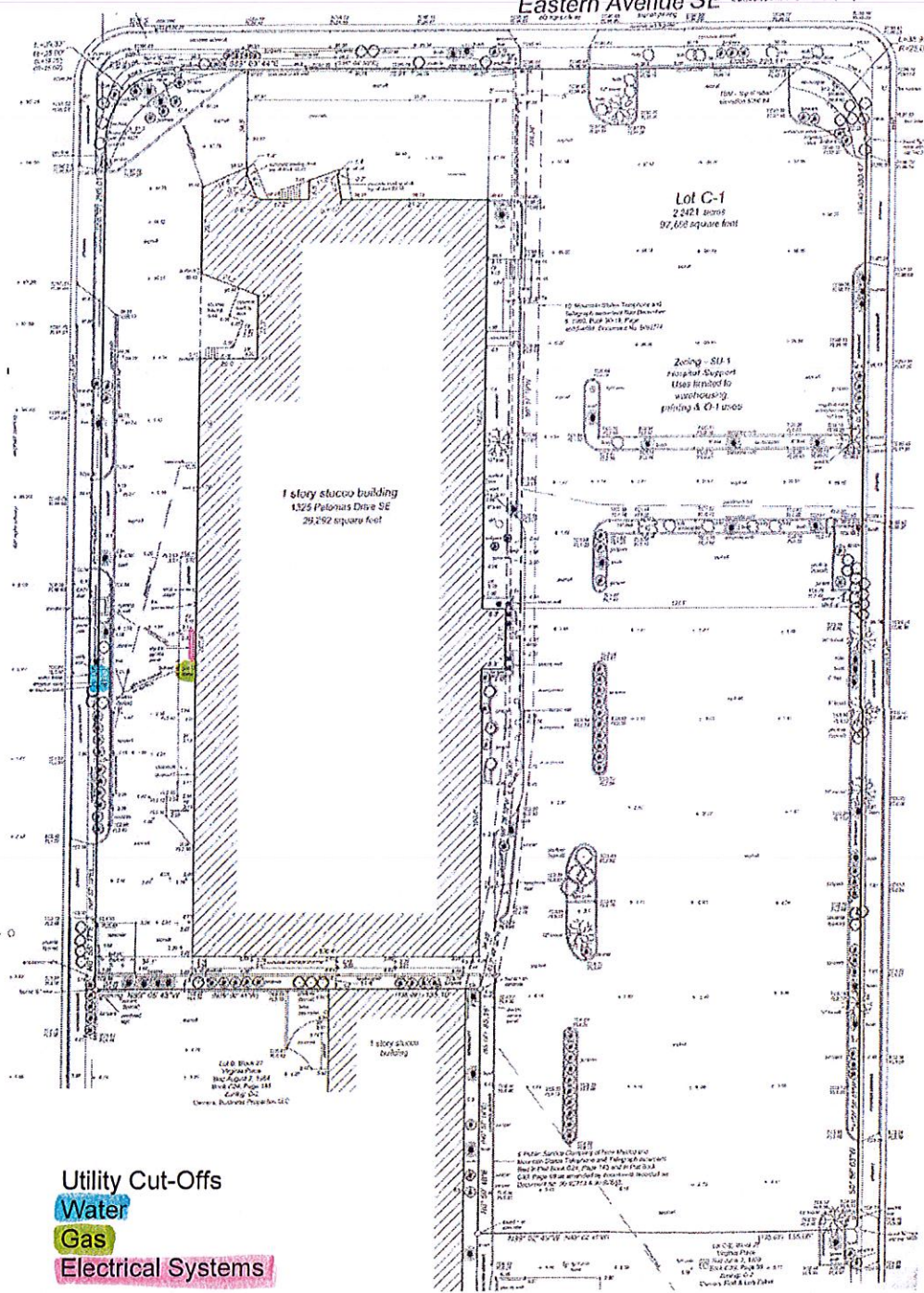
PSFA:  
NM State Statute

Original Date	01/13
Review/Revision Date	01/18
<input type="checkbox"/> Supersedes all Previous	
Approved: _____	Date ____/____/____

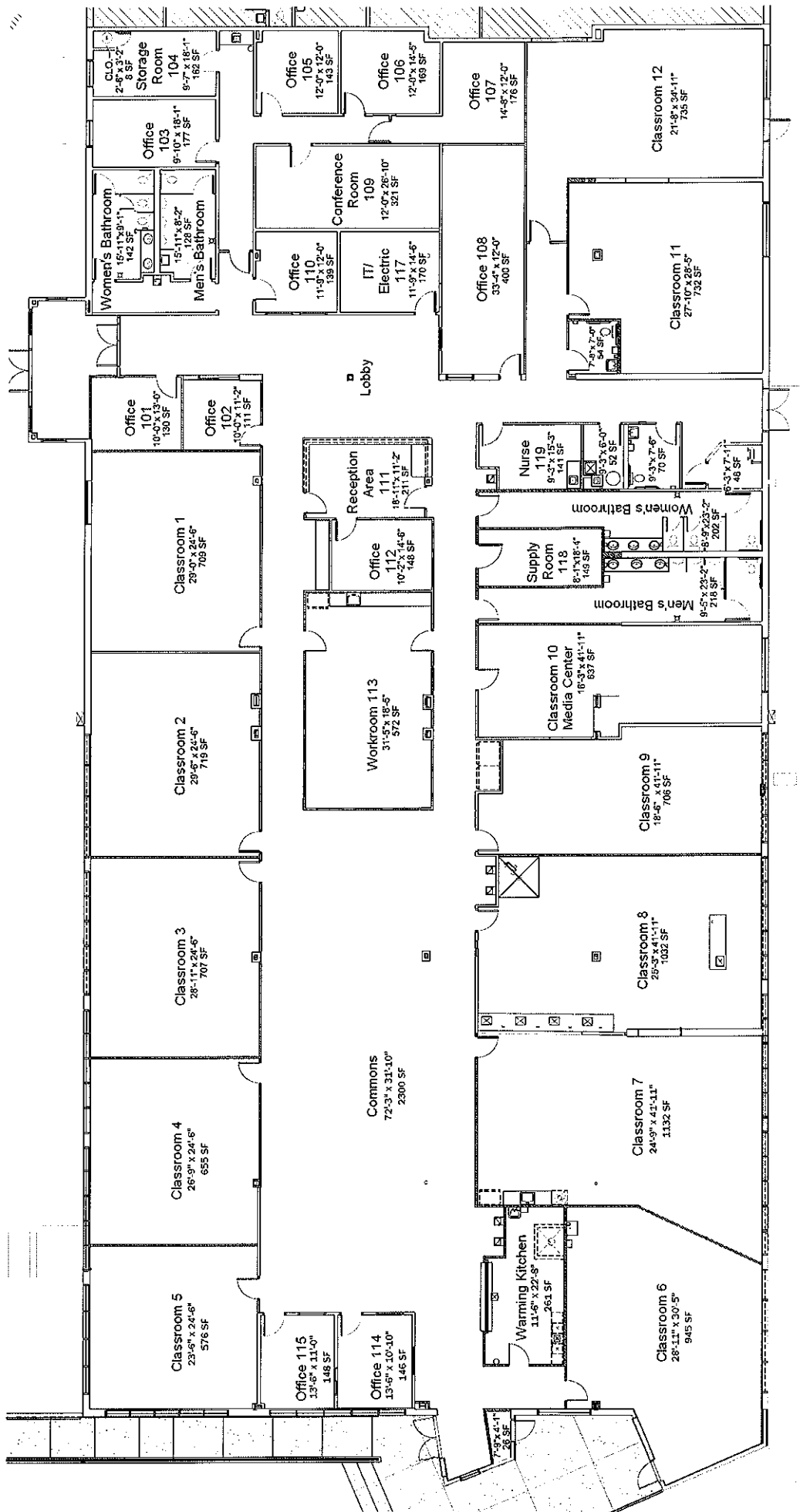
Madiera Drive SE

Eastern Avenue SE Jurisdiction: City of Albuquerque

Palomas Drive SE



Utility Cut-Offs  
Water  
Gas  
Electrical Systems





Cesar Chavez Community School

## Planned Maintenance and Repair Projects

## Policy 9.0

### POLICY

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

### PROCEDURE

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

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



 Cesar Chavez Community School	<b>Maintenance Staff Development</b>	<b>Policy 10.0</b>
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## **POLICY**

It is the policy of Cesar Chavez Community School to encourage the development of continued education and staff development for maintenance and custodial staff.

Building maintenance has become a sophisticated process with new equipment, advancement in technologies, automated controls, computer maintenance management software, improvements in products and materials and many others. As a result maintenance and custodial personnel are required to have advanced technical skills to maintain the electrical, mechanical and special systems in operation. To accomplish tasks associated with these building components a formal staff development path and training methods must be presented and selected individuals must attend courses for required continued education on the latest and evolving technical skills, safety requirements and trades.

## **PROCEDURE**

### **Maintenance Staff Development**

1. Maintenance and custodial staff will be required to attend courses and trainings that can enhance their skill sets.
2. Employees who are sent to training are expected to complete course work and integrate the information into their work routines and provide training to others.
3. At a minimum, all required safety training shall be kept up to date beginning with annual training and annually thereafter (i.e. PPE, Asbestos, MSDS, Blood borne pathogens...).
4. The Plant Operations Director/designee will be responsible for creating an annual calendar of events for general training and continued education and create a plan to meet the needs of the required training for skilled staff.
5. Records of training will be kept in an employee file.



 Cesar Chavez Community School	<b>Maintenance Safety Plan</b>	<b>Policy 11.0</b>
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## POLICY

The Cesar Chavez Community School develops and maintains a written management plan describing the processes it implements to effectively manage the environment for the safety of students, staff, contractors, guests and other people coming to the district's facilities. This section includes Maintenance Safety, Maintenance Safety Goals and Maintenance Policies and Procedures.

## PROCEDURE

1. The District identifies a person(s), as designated by leadership, to coordinate the development, implementation, and monitoring of the district's maintenance safety activities.
2. The entire school district's maintenance, grounds and custodial staff are oriented, trained and responsible to the safety management plan.
3. At new employee orientation an overview of the safety management plan is provided to each maintenance employee and includes:
  - General Safety
  - Personal Protective Equipment
  - Right to Know / MSDS practices
  - General OSHA guidelines
  - Fire Safety Procedures and equipment
  - Lock Out / Tag Out
  - Emergency School Procedures
  - Security Procedures'
  - Ladder Safety
  - Grounds keeping and General Tool Equipment Safety
  - Blood Borne Pathogens
  - CPR
  - Job specific safety risks
4. A department-specific safety management plan orientation is provided to employees by their individual department manager.
5. Annually, all employees are provided re-education about the safety management plan.
6. All training classes that employees attend are documented in the employees personnel file located in human resources.

## Maintenance Safety

1. The maintenance department staff will adhere to all district safety rules as outlined in the District Safety Plan.
2. PPE (personal protective equipment) will be provided and utilized as appropriate for the tasks at hand. Some examples include: safety glasses/goggles, gloves, ear plugs, respirators etc.
3. All equipment operated by maintenance staff will be maintained such that all protective guards and shields are in place and in good working conditions.
4. Maintenance staff are required to report any unsafe conditions to include employee injuries to their immediate supervisor and a district employee injury report completed and forwarded to the appropriate chain of command system.
  - Injured parties should seek immediate medical attention following the districts employee injury guidelines established.
  - All injuries will be reported to the principle/designee within 24 hours.
5. The maintenance department shall provide routine safety training to all maintenance and custodial related staff. Records, to include sign in sheets, shall be maintained on all training activities.
6. Records should be kept in the employees personnel files for any safety training accomplished.
7. Periodic safety inspections should occur and be documented so issues can be corrected.

## Maintenance Policies and Procedures

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

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

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### References:


PSFA:  
NM State Statute

Original Date 01/13

Review/Revision Date 01/18

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Approved: \_\_\_\_\_ Date \_\_/\_\_/\_\_

 Cesar Chavez Community School	<b>Service Contract and Vendor Oversight</b>	<b>Policy 12.0</b>
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## POLICY

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

### CONTRACT / VENDOR EXPECTATIONS AND RESPONSIBILITIES

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

### CONTRACT/ VENDOR SERVICE EXPECTATIONS

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

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

#### **DISTRICT STAFF RESPONSIBILITIES**

- The Cesar Chavez Community School will provide clear, concise "Scope of Work" for any work requested.
- The Cesar Chavez Community School will provide oversight of work performed including final inspection.
- The Cesar Chavez Community School will coordinate work as needed with the school site.
- The Cesar Chavez Community School will provide final approval of work completed.

#### **ACCESS CONTROL AT SCHOOL WORK SITE**

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

#### **SAFETY POLICIES**

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

#### **FREQUENCY AND METHODS OF COMMUNICATIONS WITH DISTRICT PERSONNEL**

- The Cesar Chavez Community School facilities department or designee shall designate a person who will act as the job manager for each contracted maintenance job.
- All communication with the contractor shall take place through the assigned job manager or designee.
- Communication will occur as frequently as necessary and no less than weekly for long term projects and daily on all short term projects and work lasting less than one day.

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#### **References:**

PSFA:  
NM State Statute

**Original Date** 01/13

**Review/Revision Date** 01/18

☐ **Supersedes all Previous**

**Approved:** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_

## **DOCUMENTATION OF WORK UPON COMPLETION**

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

## **WARRANTY**

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

## **FIMS DOCUMENTATION**

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

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### **References:**

PSFA:  
NM State Statute

**Original Date** 01/13

**Review/Revision Date** 01/18

☐ **Supersedes all Previous**

**Approved:** \_\_\_\_\_ **Date** \_\_/\_\_/\_\_





Cesar Chavez Community School

## Facility Master Plan

## Policy 13.0

### PURPOSE

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

### POLICY

The Cesar Chavez Community School preventive maintenance plan shall be incorporated into the districts Facility Master Plan (FMP). The district's capital funding strategy includes major planned maintenance and repair projects. Districts shall develop both a comprehensive Facility Master Plan and a Preventive Maintenance Plan in order to be eligible for a capital outlay award.

### PROCEDURE

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

### Methods of determining capital projects:

There are 2 recommended methods of determining projects as follows:

1. FIMS method.
2. Physical Building Audits and data collection.



Cesar Chavez Community School

## Facility Safety Assessments

## Policy 14.0


### POLICY

The Cesar Chavez Community School shall develop a program to conduct environmental safety tours/rounds at all school locations to proactively identify environmental deficiencies, safety hazards, and unsafe practices.

### PROCEDURE

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



 Cesar Chavez Community School	Maintaining Equipment Records	Policy 15.0
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## PURPOSE

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

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

Accurate equipment records are necessary to begin any preventive maintenance program.

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

## POLICY

It is the policy of the Cesar Chavez Community School that all facility equipment (HVAC, Playground equipment, life safety systems, etc.) that is to be maintained by the districts personnel or their designees will be re-inventoried and documented in the Facility Information Management System on an annual basis or as equipment is replaced or added to the facilities resulting from projects and/or emergency replacements. This process should include documenting equipment specifications to include but not limited to the following items: make, model, serial numbers, warranties, service contracts, recommended preventive maintenance tasks, spare parts needed to maintain the equipment, initial and replacement cost projections.

## PROCEDURE:

The following is a procedure for updating records and replacement of equipment.

### **Procedures for updating records and replacement of equipment:**

When an equipment item is installed or replaced it should be documented in the district's equipment inventory records. The specifics of the new piece of equipment should be entered and the records of any removed items should be documented as "*removed from service*". A basic outline of record keeping policy is as follows:

- The equipment manufacturer's O&M Manuals should be obtained and filed by the district rep and provided to the maintenance lead.
- An equipment number is assigned using the following format:



- Description-Location-integer
- PSSS-EPES-007 translates to:
  - PSSS = Play Structure Swing Set
  - EPES =Eastern Plains Elementary School
  - 007= Unit number 7

If an equipment item is replaced with the same type, the same number can be re-used but the letter “R” which stands for Replacement should be added to the end of the Equipment Record number (PSSS-EPES-007-R).

For added equipment, the same description and location code should be used, but the number should be changed with no two numbers alike for the same type and location of equipment. Each equipment number must be unique.


- Enter as much information in inventory about the installed item as possible; i.e., location, model and serial number, installation date, warranty information, life expectancy, etc. When available and as applicable, replacement part details can be added, such as filter and belt sizes, etc.
- Written manufacturer’s information about the equipment should be filed
- Existing PM schedules can continue to be used for replaced equipment of the same type, but new PM schedules should be developed for new types of equipment.
- PM Schedules should be developed for the new equipment
- Replaced equipment should be removed from the inventory Equipment Record, and any PM Schedules stopped.
- Failed equipment should be disposed of properly in accordance to school policy.

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**References:**

PSFA:  
NM State Statute

Original Date	01/13
Review/Revision Date	01/18
<input type="checkbox"/> Supersedes all Previous	
Approved: _____	Date ____/____/____

 Cesar Chavez Community School	Quarterly Reporting	Policy 16.0
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## PURPOSE

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

## POLICY

It is the policy of the Cesar Chavez Community School to create quarterly reports based on data collected in the maintenance program and present it to the Superintendent, Principals and Board Members for review. Quarterly reports from the maintenance and operations department are to be developed and submitted to the Superintendent and Board no more than 10 days into the following quarter.

At the end of every quarter (**1<sup>st</sup> Quarter** - January, February, March / **2<sup>nd</sup> Quarter** - April, May June / **3<sup>rd</sup> Quarter** - July, August, September / **4<sup>th</sup> Quarter** - October, November, December ), the Cesar Chavez Community School maintenance manager or designee shall develop a report that encompasses the maintenance and operations activities occurring during that time frame for administrative review.

 <b>Cesar Chavez Community School</b>	<b>Quarterly Reporting</b>	Policy 16.0
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## PROCEDURE:

The Maintenance and Operations report shall include:

1. Any changes to the district preventive maintenance plan
2. Maintenance Metrics activities to include:
  - Work Order Completion Rate
  - Monthly Work Order Back Log %
  - Monthly Preventive Maintenance Work Order Completion Rate
  - Vandalism Report
3. Progression of developed maintenance goals for the year.
4. Progression or accomplishments of developed district capital projects and updates to the 5 Year Facility Master Plan.
5. Results of environmental or safety rounds and any corrections made.
6. Custodial performance activities occurring at the district sites.
7. Meetings and training activities occurring in Maintenance and Operations
8. Staffing changes or challenges effecting the completion of the preventive maintenance activities.
9. Additions / deletions or changes to any maintenance and operations policies.
10. Additions / deletions of major equipment at district facilities.
11. Any regulatory (local, state or federal) compliance visits/audits, listing all variances and a plan of correction to those variances.
12. Changes or updates to the districts energy management programs.
13. Hazardous Materials & Waste Management activities to include additions/deletions to the districts MSDS program and any training activities.
14. Pest Control Management Activities to include additions/deletions to the districts IPM program and any training activities.

## References:

PSFA:  
NM State Statute

<i>Original Date</i>	<i>01/13</i>
<i>Review/Revision Date</i> <i>01/18</i>	
<input type="checkbox"/> Supersedes all Previous	
Approved: _____ ____/____/____	Date



Cesar Chavez Community School

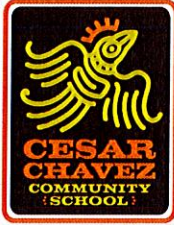
## Energy Management Plan

## Policy 17.0

Please see the [www.nmpsfa.org](http://www.nmpsfa.org) for energy management resources.

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Cesar Chavez Community School

Grounds Keeping Maintenance Plan  
**Currently in Development**

Policy 19.0

## **GROUNDSKEEPING PLAN**

### **PURPOSE**

The purpose of the Groundskeeping Preventive Maintenance Program is to develop a comprehensive method for the development and effective implementation of an effective program for the schools to provide a system for extending the service life of facility equipment, systems and components.

### **POLICY**

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

Horticultural maintenance  
Turf Maintenance  
Forestry maintenance  
Mowing and hardscape maintenance  
Irrigation maintenance

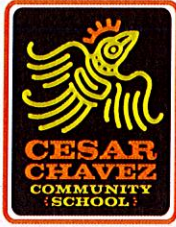
The work plans identify the types of work that need to be completed each week to achieve the standards service level goals for the area(s). They also estimate the number of labor hours that will be needed to complete the work tasks identified. The labor hours are estimated by multiplying the square for linear feed of land use by the number of frequencies by a time standard. The UM grounds department uses time standards developed by the professional grounds management society

Adjustments to the work plan are made each year to reflect changes in the land use priority designation, or service levels staffing plans and adjustments in water use.

The work plan serves as a guideline to our supervisory and technical staff. Weather and other factors impact the application of the work plan however overall they provide an accurate depiction of the landscape maintenance being done at the District.

Attachments:

Executive Summary Statement:



Cesar Chavez Community School

## Use of Pesticides on School Property

## Policy 20.0

### POLICY

The Cesar Chavez Community School will develop procedures for the implementation of pest management processes with consideration for reducing the possible impact of pesticide use on human health and environment, including people with special sensitivity to pesticides.

### PROCEDURE

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

Use of pesticides will be governed by the following standards:

#### Definitions as used in this section:

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

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

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

reasonably be expected to be present within 6 hours of the application. In emergency cases where a pest infestation threatens the health and/or safety of the occupants of the Cesar Chavez Community School property and which requires the immediate application of a pesticide to remediate, students, staff, and other school occupants will be removed from the treatment area prior to the application. Small amounts of gel or liquid pesticides applied to cracks and crevices or baits used to treat pest infestation are exempt from this section.

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

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

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**References:**

PSFA:  
NM State University IPM  
Board of Education

**Original Date** 01/13

**Revision Date** 01/18

☐ Supersedes all Previous

**Approved:** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_



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**SUBLEASE AGREEMENT**

**By and Between**

**CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, A NEW  
MEXICO NOT-FOR-PROFIT CORPORATION**

**And**

**CESAR CHAVEZ COMMUNITY SCHOOL, A NEW MEXICO PUBLIC CHARTER  
SCHOOL**

**DATED AS OF DECEMBER 17, 2009**

## SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and Cesar Chavez Community School, a New Mexico public charter school, (the "School"), as Sublessee, this December 17<sup>th</sup>, 2009.

### RECITALS

THE PARTIES HERETO enter into this Sublease on the basis of the following facts, understandings, and intentions:

A. The Foundation is the Lessee of that certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 Usable Square Feet ("USF"), and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Building" or "Property" or "Premises.") and shown on Exhibit A hereto.

B. The Foundation is in possession of the Property pursuant to that certain Lease with Option to Purchase Agreement dated December \_\_, 2009 (the "Master Lease"), by and between the CSPS - Palomas, LLC, a Nevada Limited Liability Company ("CSPS") as Lessor/Landlord, and the Foundation, as Lessee/Tenant, a copy of which is attached hereto as Exhibit B.

C. As of the date hereof, CSPS does not have title to the Property, nor any right to lease the property to the Foundation. In addition, the Master Lease requires substantial Tenant Improvements to be completed prior to the Commencement Date of the Master Lease. The Tenant Improvements include the tenant improvements shown and described on Exhibit C hereto ("Tenant Improvements"). CSPS has agreed to finalize the sale of the property, acquire all necessary financing to acquire the property and the Tenant Improvements and to complete the Tenant Improvements prior to the Foundation or the School incurring any obligations under the Master Lease or this Sublease and taking possession and occupancy of the Property, except as expressly stated. In any event, as a condition precedent to the Master Lease and this Sublease, the acquisition and build-out of the Premises and Tenant Improvements shall be accomplished no later than June 30, ~~2009~~<sup>2010</sup>, and the Premises shall be certified for occupancy by all applicable authorities on or before July 1, ~~2009~~<sup>2010</sup> 2010.

D. The School is public charter school duly organized and validly existing pursuant to the New Mexico Charter Schools Act, §§ 22-8B-1 NMSA 1978 *et seq.*, (the "Act"), and the School is authorized by Section 22-8B-4D of the Act to contract with a third party for the use of a school building and grounds.

E. The Foundation is a not-for-profit corporation organized, existing, and in good standing under the laws of the State of New Mexico (the "State"); is duly qualified to do business in the State; and is authorized under its articles of incorporation, bylaws, action of its board of

directors, and applicable law, to own and manage its properties, to conduct its affairs in the State, to sublease the Premises to the School, and to otherwise act in the manner contemplated herein.

F. The School has determined that it is in the best interests of the School to sublease the Premises from the Foundation pursuant to this Sublease, and the Governing Council of the School has duly authorized entering into this Sublease on the terms and conditions set forth herein. The Foundation has determined that it is in the best interests of the Foundation to sublease the Building to the School pursuant to this Sublease, and the Board of Directors of the Foundation has duly authorized entering into this Sublease. The School desires to sublease the Building from the Foundation, and the Foundation desires to sublease the Building to the School.

G. The parties to this Agreement expressly acknowledge and agree that the School exists for five-year periods, and that the School's existence beyond the end of its current renewal cycle (June 30, 2014) is dependent upon authorizer approval. In entering into the term of this Sublease described below, School in no way represents or guarantees that its charter will be renewed beyond the end of its current cycle.

#### *AGREEMENT*

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PREMISES.** The Foundation does hereby lease to the School and the School does hereby lease from the Foundation, approximately 20,000 square feet of the building located at 1325 Palomas Drive SE in Albuquerque, New Mexico, with adjacent parking lot, all contained within a 2.2416 acre parcel (referred to hereafter as the "Building" or "Premises" and depicted on Exhibit A hereto).

2. **TENANT IMPROVEMENTS.** The Premises shall include completed Tenant Improvements as described in Exhibit "C" hereto. The Tenant Improvements shall be made by CSPS to 2010 educational occupancy (E-occupancy) standards at CSPS' cost. Foundation agrees that, after the Tenant Improvements are completed, Foundation shall bring and maintain the Property to any additional or revised adequacy standards required by the State of New Mexico for the School during the term of this Sublease and any extensions thereof, at no additional cost to the School. During the construction of the Tenant Improvements, the School shall have the right to enter the Premises to inspect the construction and to direct changes or modifications in the construction plans, specifications and design. No changes to the final Plans as described in the Master Lease and Exhibit C hereto shall be made without the prior consent of the School.

3. **CONDITIONS PRECEDENT.**

A. The School's obligations under this Agreement, including payment of the security deposit and first month's rent deposit, are absolutely contingent upon the final closing of the sale and transfer of title in and to the above described Premises to CSPS. The parties hereto acknowledge in the event that title does not transfer to

CSPS on or before April 1, 2010, this Agreement shall become null and void without any obligation or costs to the School and without further notice or demand.

**B.** The School's obligations under this Agreement are further contingent upon receiving proof acceptable to the School from the proper and applicable planning/zoning authority that the Property has received all the necessary planning/zoning approvals for the School's uses.

**C.** This Sublease is expressly contingent upon sufficient appropriations being made by the State of New Mexico for performance of this Sublease as further described in paragraph 5 below.

**4. LEASE TERM.**

**A. Initial Term.** This commercial lease for the Premises is hereafter referred to as the "Sublease." The Initial Term of this Sublease shall commence on the Commencement Date as defined in Subsection 4.B. below (hereinafter "Commencement Date") and shall continue thereafter for an initial period of ten (10) years ("Initial Term"), unless earlier terminated pursuant to any provision of this Sublease. In accordance with Section 7 below, the School shall have options to extend this Sublease for four additional five (5) year terms. In the event the Foundation does not exercise its Purchase Option under the Master Lease, the School agrees to an automatic three-year extension of its Initial Lease Term in accordance with the provisions of the Master Lease.

**B. Commencement Date.** The Commencement Date shall be the date the Foundation notifies the School that all inspections and certifications necessary for occupancy of the Premises by a public school have been obtained from the appropriate governmental entities. The Commencement Date shall be no later than July 1, 2010; however, in no event shall rent be payable by the School prior to the date that all necessary E-occupancy approvals have been obtained or July 1, 2010, whichever is later.

**5. EARLY TERMINATION.** This Sublease shall terminate prior to the end of the term set forth without penalty or further obligation to the School, upon the occurrence of either of the following events:

(i) The New Mexico Legislature fails to grant sufficient authority and appropriations to the School to carry out the terms and conditions of this Sublease due to substantial cuts in total (state and federal) per pupil reimbursement and not due to reductions in enrollment; or

(ii) The School's charter is revoked or not renewed by its authorizer.

**6. NOTICE UPON EARLY TERMINATION.** The School will provide the Foundation with written notice of the School's early termination of the Sublease no less than five (5) business days from the date the School receives notice that its charter has been revoked or notice that the authorizer has refused to renew the charter, or within five days from the date the School receives notice that it has not received or will not receive sufficient appropriations to allow it to meet its obligations under this Sublease due to substantial cuts in total (state and federal) per pupil reimbursement and not due to reductions in enrollment. If either event described in 5.C. (i) or (ii) occurs,

the "Early Termination Date" shall be June 30 of the year in which the funds are not appropriated or the charter is not renewed, or the effective revocation date of the charter in the event of revocation. In the event School vacates the Premises prior to such Early Termination Date, the Foundation may lease the Premises to a third party in mitigation of any damages; however, any unmitigated amounts due under this Sublease through the Early Termination Date shall remain the obligation of the School.

**7. OPTION TO EXTEND LEASE TERM/OPTION TO PURCHASE.**

The School shall have the option to extend the Sublease for the Premises, for four (4) additional five (5) year terms ("Option Terms"), provided the School is not in default under the terms of this Sublease at the time of the exercise of the option and at the commencement date for each option term. Base Rent shall increase three percent (3%) per annum during each option term. The School shall provide Foundation notice of not less than nine (9) months prior to the expiration of the then-current lease term of its intent to exercise each option. The School is under no obligation to extend the term of this Sublease at any time, and the School shall have no further right to extend the term of this Sublease beyond the expiration of the extensions provided for above. Any Option Terms are also expressly contingent upon the appropriations and renewal/nonrevocation provisions in Paragraph 5, supra.

Foundation may, subject to Landlord's approval, assign its Option to Purchase under paragraph 4 of the Master Lease to School. Said option, if assigned, shall be exercised pursuant to the terms of paragraph 4 of the Master Lease and shall be subject to the approval of CSPA, which approval shall not unreasonably be withheld.

**8. PAYMENTS.**

A. Base Rent. The School shall pay to the Foundation during the Initial Term annual rent in monthly installments pursuant to the following Schedule (hereinafter "Base Rent"). The annual Base Rent payments for the Premises shall be calculated upon the basis of approximately 20,000 square footage of the Building to be utilized by the School, at \$15.60 per square foot.

**INITIAL TERM RENT SCHEDULE**

<b>Lease Year</b>	<b>Base Rent per Annum</b>	<b>Additional Rent per Annum</b>	
1	\$312,000	\$24,000	10-11
2	\$321,360	\$24,000	11-12
3	\$331,001	\$24,000	12-13
4	\$340,931	\$24,000	13-14
5	\$351,159	\$24,000	14-15
6	\$361,694	\$24,000	15-16
7	\$372,544	\$24,000	16-17
8	\$383,721	\$24,000	17-18
9	\$395,232	\$24,000	18-19
10	\$407,089	\$24,000	19-20

*Ar*

B. Rent Due Date. Monthly payments shall be due and payable in advance no later than the 1st day of each month. If any such Base Rent shall be payable for a fraction of a month, the amount payable shall be a pro rata share of the full month's Base Rent based on the actual number of days of the month involved. Should the School fail within three (3) days after the amount is due to pay any Base Rent due hereunder at the time and in the manner herein provided, a late fee of five percent (5%) of the amount then due will be added to the amount due which shall be immediately due and payable without any further notice or demand from the Foundation. Acceptance of such late charge by the Foundation shall in no event constitute a waiver of the School's default with respect to such overdue amount, nor prevent the Foundation from exercising any of the other rights and remedies granted hereunder. Furthermore, the School agrees to pay the Foundation as and when Base Rent is due and payable all applicable state and local gross receipts and similar taxes now or hereafter required to be assessed and paid by the Foundation (except for income taxes imposed by any governmental entity) in respect of the Foundation's receipt of rent under this Sublease.

C. Net Lease. This Sublease is what is commonly called a "Net Lease,"; it is understood that the Foundation shall receive the Base Payment set forth in Section 8.A. free and clear of any and all other impositions, taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Premises (other than income taxes). In addition to the Base Payment, and except as explicitly and specifically stated in this Sublease, the School shall be responsible for the direct payment of all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs and expenses which arise or may be contemplated under any provisions subsequent to the Commencement Date. The School shall not be responsible to pay for the cost of completing any construction that is described as part of the Tenant Improvements in the Master Lease, if any. During the Initial Sublease Term and any renewals thereafter, the School will pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises or chargeable against the Premises, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone, steam, power, charges or other public or private utility services. Beginning on the Commencement Date, the School shall pay for all utilities or services at the Premises used by it or its agents, employees or contractors.

D. Taxes/Additional Rent. The Foundation shall pay all real estate taxes assessed against the Premises. One-twelfth (1/12) of such annual ad valorem taxes shall be added to the Base Rent due each month as Additional Rent. The Foundation shall provide a copy of the Bernalillo County Assessors annual "Tax Bill" to the School of each year's tax assessment(s) on or before November 30 of each year. The most recent tax assessment shall be the basis of the monthly Additional Rent under this Subsection. In the event of a change in the tax assessment, a lump sum adjustment for past months shall be made, payable by the School in the event of an increase and in the event of a decrease by the Foundation to the School, promptly upon notice from the Foundation to the School of the change. The Foundation shall charge an additional \$2,000 base rent as Additional Rent, to cover building maintenance obligations and Sublease administration costs, which Additional Rent shall be paid by the School payable to the Foundation. Said Additional Rent shall be renegotiated annually.

E. Security Deposit. A Sublease deposit in the amount of \$13,000 will be tendered by the School to the Foundation as security against damages to the property. The School shall be required to pay the security deposit to the Foundation at least thirty (30) days prior to the Commencement Date, but shall encumber said amounts upon execution of this

Agreement. The security deposit shall be refunded to the School in accordance with the provisions of paragraph 46.

F. "Rent" Defined. Base Rent and Taxes/Additional Rent are collectively referred to as "Rent".

G. Nature of Payment. No provision of this Sublease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Sublease shall be construed or interpreted as creating a delegation neither of governmental powers nor as a donation by or a lending of the credit of the School within the meaning of any constitutional or statutory limitation or requirement. Neither of the Master Lease nor this Sublease directly or indirectly obligate the School to make any payments beyond those appropriated for any Fiscal Year for which such payments have been appropriated.

9. **USE AND INSURANCE RATING.** The School shall use the Premises for the following purposes and for no other purposes whatsoever: operation of a charter school and related educational purposes, and related general office use, and any other use permitted by applicable governmental zoning requirements. No portion of the Property shall be used primarily for pervasively sectarian purposes. The School will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, gender, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the School. The School will not conduct or permit to be conducted any activity or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to activity or equipment of the School in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment, and as a result thereof, the School shall be liable for such increase and shall reimburse the Foundation therefor.

10. **LANDLORD WARRANTY.** The Foundation warrants that it has been assured by its Landlord, CSPS, pursuant to the terms of the Master Lease, that as of the Commencement Date the Premises complies with or will comply with any and all federal, state and local school building occupancy and environmental regulations, including E-occupancy requirements. If an environmental hazard not caused by the School, which threatens the life, health or safety of the School's employees, students or the public is discovered and the Foundation refuses or cannot remediate said threat, then the School may terminate this Sublease without penalty, and may exercise all other remedies available under law or equity. The Foundation further warrants that the Tenant Improvements described in Exhibit B of the Master Lease have been or will be completed in accordance with the approved plans and specifications set out in Exhibit C, by the Commencement Date.

Neither the Foundation nor any agents or employees of the Foundation have made any other representations or promises with respect to the Premises, except as expressly set forth herein and no rights, privileges, easements or licenses are acquired by the School, except as expressly set forth herein for full quiet enjoyment of the Premises.

**11. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE FOUNDATION.** The Foundation represents, covenants, and warrants as follows:

A. The Foundation is a not-for-profit corporation duly organized, existing, and in good standing under the laws of the State, is duly qualified to do business in the State, is possessed of full power to purchase, own, hold, and lease (as owner, lessee, and sublessor) real and personal property, has all necessary power to sublease the Premises to the School pursuant to this Sublease, to sublease the Tenant Improvements to the School pursuant to this Sublease, and to execute, deliver, and perform its obligations under the Master Lease and this Sublease and has duly authorized the execution, delivery, and performance of its obligations under the Master Lease and this Sublease.

B. The Foundation shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew its tax exempt status and all the rights and powers provided to it under its articles of incorporation, bylaws, action of its board of directors, and applicable law.

C. The Master Lease and this Sublease are enforceable against the Foundation in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

D. The Premises will be subleased by the Foundation in accordance with all Requirements of Law.

E. Neither of the execution and delivery of the Master Lease or this Sublease, or the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or instrument to which the Foundation is now a party or by which the Foundation is bound or constitutes a default under any of the foregoing.

F. Except as specifically provided in the Master Lease and this Sublease, the Foundation will not assign the Master Lease or this Sublease, its rights to payments from the School or its duties and obligations hereunder or thereunder to any other person, firm, or corporation so as to impair or violate the representations, covenants, and warranties contained herein.

G. To the knowledge of the Foundation, there is no litigation or proceeding pending or threatened against the Foundation or any other person affecting the right of the Foundation to execute and deliver this Sublease, or the ability of the Foundation otherwise to comply with its obligations under this Sublease.

**12. ASSIGNMENT AND SUBLETTING.** The School shall have the right to immediately sublease the Premises from the Foundation, which right to sublet has been approved by CSPS, landlord in the Master Lease, as indicated by its duly authorized agent below. The School shall not have the right to sublet or assign all or any part of the Premises without the prior written consent of CSPS and the Foundation, which will not be unreasonably withheld, provided the sublease or assignment complies with the conditions below.

A. Any sublease shall limit the use of the Premises by any tenant to the permitted uses set forth in Section 9 above;



B. Any assignment or sublease shall not relieve the School of its obligations under this Sublease. The School shall be specifically relieved from the obligations of Sections 15 through 21 of the Master Lease except to the extent that they are consistent with Section 17. through 20 of this Sublease;

C. Except as stated in above with regard to the School, the School shall provide the Foundation with notice of any assignment or sublease in writing, and The Foundation shall have a reasonable time, not to exceed thirty (30) days from receipt thereof to make a decision concerning such assignment or sublease. If CSPS and the Foundation consent to any assignment or sublease, the form of assignment or sublease shall be subject to CSPS' and the Foundation's consent;

D. Such assignment or sublease shall not violate rules, from time to time adopted by the Foundation consistent with this Lease for general application throughout any of the Premises, if any.

E. The financial condition and credit record of the assignee or subtenant shall be reasonably acceptable to CSPS and the Foundation. The Foundation shall have the right to receive upon request any assignee's or subtenant, financial statements at anytime during the Lease Term, but no more than once in any given twelve (12) month period; and

F. Any assignment made in violation of the provisions contained herein shall be ineffective.

G. Except as otherwise provided for and agreed to by the Foundation in this Sublease, each assignee, tenant or other transferee (other than the School), unless specifically provided for in this Sublease, shall assume, as provided in this Section, all obligations of the Foundation and the School under the Master Lease and this Sublease and shall be and remain liable jointly and severally with the Foundation and the School for the payment of Rent and Additional Rent, if any, and for the performance of all the terms, covenants, conditions and agreements herein contained on the School's part to be performed for the Term; provided, however, that the assignee, tenant, mortgagee, pledges or other transferee shall be liable to the Foundation for rent only in the amount set forth in the assignment or sublease. No Assignment shall be binding on the Foundation unless the assignee or the School shall deliver to the Foundation a counterpart of the assignment and an instrument in recordable form that contains a covenant of assumption by the assignee satisfactory in substance and form to the Foundation, consistent with the requirements of this Section, but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

13. **ALTERATIONS.** The School will not make any alterations of or additions to the Premises without the prior written approval of the Foundation, not to be unreasonably withheld. The School may make changes or alterations costing less than \$10,000 without the Foundation's approval, but only if (i) they are of a non-structural nature, or (ii) they do not affect or involve Building systems. All work to be performed on or within the Premises shall be in compliance with Section 11 of the Master Lease. Any School property remaining on the Premises upon termination of this Sublease, as well as (i) all changes and alterations made without required approval and (ii) all other changes and alterations made by the School except for standard building and except for those which it has been agreed need not be removed, shall be removed by the School at the School's cost and expense. The School shall, at its cost and expense, repair any damage to the Premises or the Building caused by such removal. Any of the

foregoing not removed from the Premises prior to termination or expiration of the Sublease shall, in accordance with the Master Lease become the property of Foundation's or Foundation may remove the same, and the School shall pay the cost of removal and of any repairs in connection therewith within thirty (30) days after the receipt of a bill therefore. The School's obligation to pay any such costs shall survive any termination of this Sublease.

14. **EQUIPMENT AND FURNISHINGS.** The School may install or operate in the Premises a reasonable quantity of electrically operated equipment or other machinery which uses standard 110 volt current, 120 volt current, 220 volt current, and 440 volt current, and which it has been determined in accordance with the Master Lease constitutes standard office equipment, including employee/customer break room and kitchen facilities. The School shall not install or operate an excessive amount of equipment or other machinery or any other equipment of any kind or nature whatsoever which will or may require any changes, replacements or additions to or in the use of the heating, air conditioning, electrical or plumbing systems of the Premises without first obtaining the prior written consent as required by the Master Lease.

15. **SERVICES AND MAINTENANCE.** Subject to the provisions of Section 2 of this Sublease, the School shall be responsible for the costs of all utility services to the Premises and for all other operating and maintenance costs of the Premises, including without limitation, janitorial services and cosmetic maintenance, and insurance.

A. **Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems.** The School leases the Premises in an "as is" condition on the Commencement Date, except for the completion of the Tenant Improvement obligations described in Exhibit C, which, if incomplete or partially incomplete by the Commencement Date, shall be completed by CSPA at no additional cost to the School. The School shall be responsible for the interior maintenance and repair of the Premises; routine maintenance of the HVAC, plumbing, electrical and life safety systems, roof, glass and the exterior façade of the Premises, landscaping and the parking lot for the Premises. Responsibility for replacement of the HVAC, plumbing, electrical and fire sprinkler systems, roof, and exterior walls shall be in accordance with the terms of the Master Lease, unless such maintenance or repairs are necessitated by the act, neglect, fault or omission of any duty by the School, its agents, servants, employees or invitees, in which case the School shall cause the necessary maintenance or repair to be performed and the School shall pay for the reasonable cost of such maintenance and repairs. The School shall be responsible for all interior maintenance of the Building including service contracts on the HVAC, plumbing, electrical and fire sprinkler systems and maintenance of the parking lot for the Premises.

Except for improvements beyond the Tenant Improvements which may be required by applicable authorities to meet state adequacy standards, the cost of which shall be borne by the Foundation, all repairs and replacements made by or on behalf of School or any person claiming through or under School shall be made and performed (a) at School's cost and expense in at least equal to the quality, value, and utility to the original work or installation, and (b) in accordance with the Rules and Regulations for the Building, if any, and in accordance with all applicable laws and

regulations of governmental authorities having jurisdiction over the Premises. If the School is notified of the necessity for any repairs or replacements required to be made by the School under section and the School fails to commence diligently to effect the same within 30 days thereafter, the Foundation or CSPS may proceed to make such repairs or replacements and the expenses incurred by either in connection therewith shall be due and payable from the School within 60 days following demand; provided that making any such repairs or replacements shall not be deemed a waiver of the School's default in failing to make the same.

B. **Keys and Locks.** The Foundation shall furnish the School with one (1) set of keys for the locks on each door entering the Premises. School shall have the right to change locks or to add locks to any door of the Premises. School shall notify the Foundation of any changes to locks and furnish the Foundation with keys on request. Upon termination of this Lease, the School shall surrender to the Foundation all keys to the Premises, and give to the Foundation explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

C. **Signage.** The School shall have the right to install any signage upon property and or street which is permitted by law and agreed to in accordance with the Master Lease.

D. **Roof and Structural.** Responsibility for the roof and Property's structural repairs shall be in accordance with Section 13 D. of the Master Lease.

16. **NO WARRANTY AS TO SERVICES.** There is no warranty that any of the utility services will be free from interruption. Interruption of service shall not be deemed an eviction or disturbance of the School's use and possession of the Premises or any part thereof, or render the Foundation or any of the Foundation's agents or employees liable to the School for damages, or relieve the School from performance of its obligations under this Sublease, unless caused by the Foundation's or the CSPS/Landlord's intentional or negligent act(s) or omissions, or those of their employees, agents and representatives.

17. **SCHOOL'S INSURANCE.**

A. Upon the execution and delivery of this Sublease and until termination or end of the term (and any extended terms) or earlier termination of this Sublease, the School shall, at its own expense, obtain and maintain the following policies of insurance:

(i) Insurance against loss or damage to the Building and all improvements therein, all subject to standard form exclusions, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of New Mexico, in an amount equal to the full replacement value of the improvements;

(ii) Commercial comprehensive general liability and automobile liability insurance against claims arising in, on or about the Building, including in, on or about the sidewalks or premises adjacent to the Building, providing coverage limits not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate; and

(iii) Such other forms of insurance as are customary in the industry or as the School is required by law to provide with respect to the Facilities, including, without limitation, any legally required worker's compensation insurance and disability benefits insurance.

(iv) Insurance as required under Section 17 of the Master Lease.

B. The insurance policies required by this Section shall meet the following conditions: (i) any insurance policy may have a deductible clause in an amount not to exceed \$20,000; (ii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to the School, CSPA and the Foundation, as their respective interests may appear; (iii) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the School or the Foundation without first giving written notice thereof to the School and the Foundation at least 30 days in advance of such cancellation or modification; (iv) each insurance policy, or each certificate evidencing such policy, shall be deposited with the Foundation upon request; (v) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Building shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the School; and (vi) to the extent the School can control the terms of each insurance policy, each insurance policy shall explicitly waive any coinsurance penalty. The School may, in its discretion, provide any of the insurance required by this Section under blanket insurance policies that insure not only the risks required to be insured hereunder but also other similar risks. The School agrees to pay the premiums for any insurance required by the Master Lease as part of the Additional Rents.

C. The parties acknowledge that the School is required to maintain insurance coverage through the New Mexico Public School Insurance Authority ("NMPSIA"). Any insurance requirement in Subsection (a) hereof that is not fully met by NMPSIA coverage may be satisfied by the School's acquisition of supplemental policies from a different insurance carrier is permitted by law.

#### 18. **COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS.**

The School, at its own cost and expense, shall comply with all applicable laws, orders and regulations of federal, state, county and municipal authorities, and with all directions, pursuant to law, of all public officers, that shall impose any duty upon the Foundation or the School with respect to the Premises or the use or occupancy.

The School shall not do anything, or permit anything to be done, in or about the Premises inconsistent with classrooms and ancillary areas for a public charter school use and which shall (a) invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Building or any property located therein, or (b) result in a refusal by fire insurance companies of good standing to insure the Building or any such property in amounts reasonably satisfactory to CSPA or the Foundation, or (c) subject CSPA or the Foundation to any liability or responsibility for injury to any person or property by reason of any business operation being conducted in the Premises, or (d) cause any increase in the fire insurance rates applicable to the Building or property located therein at the beginning of the Term or at any time thereafter. The School, at the School's expense, shall comply with all rules, orders, regulations or requirements of the New Mexico Public School Insurance Authority.

The School and Foundation shall observe and comply promptly with all current and future requirements of law applicable to the Building (including those set forth in Section 22-8B-4.2 of the Act). The Foundation hereby ensures that the Building will be maintained in accordance with the applicable requirements of the Public School Code and the Charter Schools Act as set forth in NMSA 1978 22-8B-4.2 (2007) as may be amended from time to time.

19. **RISK ALLOCATION AND INSURANCE.** The parties desire, to the extent permitted by law, and without waiving any of School's protections and immunities under the New Mexico Tort Claims Act, to allocate certain risks of personal injury, bodily injury or property damage, and risks of loss of real or personal property by reason of fire, explosion or other casualty, and to provide for the responsibility for insuring those risks. It is the intent of the parties that, to the extent any event is insured for or required herein to be insured for, any loss, cost, damage or expense arising from such event, including, without limitation, the expense of defense against claims or suits, be covered by insurance, without regard to the fault of School, its officers, employees or agents ("Tenant Protected Parties"), and without regard to the fault of Foundation, its affiliates, agents, their respective partners, shareholders, members, agents, directors, officers and employees ("Landlord Protected Parties"). As between Landlord Protected Parties and Tenant Protected Parties, such risks are allocated as follows:

(i) School shall bear the risk of bodily injury to, and death of (i) School's employees and School's customers, contractors, agents and invitees and damage to the property of its employees, customers, contractors, agents and invitees occasioned by events occurring on or about the Premises and (ii) third parties occasioned by events occurring on or about the Premises regardless of the party at fault, except to the extent of the negligent or intentional acts or omissions of Foundation, its employees, agents and representatives to the extent the same are not covered by the insurance to be carried by School pursuant to this Agreement. Said risks shall be insured as provided in Subsection 17.A.

(ii) Foundation shall bear the risk of bodily injury to, and death of its employees and third parties, and damage to the property of its employees and third parties, occasioned by events occurring on or about the Premises.

(iii) School shall bear the risk of damage to School's contents, improvements, trade fixtures, machinery, equipment, furniture and furnishings in the Premises arising out of loss by the events required to be insured against pursuant to Section 17.B.

20. **DAMAGE, DESTRUCTION, OR CONDEMNATION; USE OF NET PROCEEDS.**

A. *Damage, Destruction, or Condemnation.* If, during the term (and any extended terms) of this Sublease, (i) the Premises or any portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty; (ii) title to, or the temporary or permanent use of, the Premises or any portion thereof or the estate of the School or the Foundation in the Premises or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) a breach of warranty or any material defect with respect to the Premises shall become apparent; or (iv) title to or the use of all or any portion of the Premises shall be lost by reason of defect in the title thereto, then the resulting damage or impairment shall be repaired or remedied by the Foundation as provided in, and to the extent required by and subject to the provisions of, the Master Lease. Any repair, restoration, modification, improvement, or

replacement shall be the property of CSPS, subject to this Sublease, and shall be included as part of the Premises under this Sublease.

B. *School Obligation.* Notwithstanding anything to the contrary in Subsection (a) hereof, if Net Proceeds are within the control of the School, and not within the control of the Foundation, the School shall have the obligation to repair or remedy any damage or impairment to the Premises to the extent of such Net Proceeds. As used herein, "Net Proceeds" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses incurred in the collection of such gross proceeds.

C. *Cooperation of the School.* The School shall cooperate fully with CSPS and/or the Foundation in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Subsection (a) hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Building or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Building.

D. *Abatement of Rent.* The School shall not be relieved from its obligation to pay Rent hereunder by reason of any occurrence described in Subsection (a) hereof so long as the School is not prevented from using all of the Premises for a period of more than 30 days. If the School is prevented from using more than twenty percent (20%) of the area of the improvements for more than 30 days, then, for each month or portion thereof following such 30 days, the School's obligation to pay Rent shall be reduced by a fraction that is equal to the area of the improvements that it is prevented from using during such month or portion thereof.

20. **WASTE.** The School shall use due care in the use of heat, water and electricity, the use of the Premises and without qualifying the foregoing, shall not neglect or misuse plumbing fixtures, electric lights and heating.

21. **RUBBISH AND DEBRIS.** No rubbish, trash, dirt, debris or objects of any kind shall be put outside the Building except within designated dumpsters or other appropriate waste receptacles. The School shall cause the School's employees, agents and invitees to comply with this Section and other applicable portions of this Sublease.

22. **HAZARDOUS SUBSTANCES.**

A. The School does not and shall not use or permit the use of the Premises for any purpose relating to the storage and use of Hazardous Materials. School shall not, in any event, generate, manufacture, produce, release, discharge or dispose of on, in or under the Premises or the Building, or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so. CSPS and the Foundation represent and warrant that to their knowledge there are no hazardous materials in or about the Premises or the Building as of the Commencement Date.

B. The School shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, under or about the Premises occurring for the first time after the Commencement Date.

C. The School shall promptly notify CSPS and the Foundation should the School receive notice of or otherwise become aware of any (i) pending or threatened environmental regulatory action against the School, the Premises or the Building; (ii) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous

Material; or (iii) release or discharge or threatened release or discharge of any Hazardous Material in, on, under or about the Premises or the Building.

D. The School shall promptly deliver copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports and laboratory analysis concerning the Hazardous Materials to CSPA and the Foundation.

E. The School shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises or the Building or the ground water of the Building, resulting from the School's use of the Premises.

F. CSPA or the Foundation shall have the right at its own expense to require an annual audit of the School's operation on the Premises to ensure compliance with environmental laws and regulations and this Section if the School is found to be in violation of applicable environmental laws or regulations. Upon receipt of written notice from CSPA or the Foundation, the School shall promptly correct any violations and/or deficiencies cited in the audit.

G. If an Event of Default occurs, CSPA and the Foundation shall have the right to cause to be conducted an investigation of the Premises for Hazardous Materials and, if such are found and are determined to have been placed on the Premises by the School, the School shall forthwith remove, repair, clean up or detoxify any Hazardous Materials from the Premises, the Building, or ground water resulting from School's use, whether or not such actions are required by law; the School shall also then be responsible for the costs of the investigation.

H. The School shall permit the Foundation or CSPA or its agents to inspect the Premises with at least 24 hours notice and at reasonable times when students are not present on the Premises (unless in an emergency) and agree to fully cooperate in determining compliance with this Section.

I. Subject to and to the extent allowed by the New Mexico Tort Claims Act, and any other governing law or statute, the School shall protect, indemnify and hold harmless the Foundation and CSPA, their directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) arising directly or indirectly out of the School's use of the Premises, or from the conduct of the School's business or attributable to the School's failure to comply with this Section, including without limitation (i) all reasonably foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Sublease.

J. CSPA and the Foundation shall each protect, indemnify and hold harmless the School, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) from Hazardous Materials existing prior to the Commencement Date for the Premises and arising directly or indirectly out of CSPA's actions or inactions, including the employees, agents, representatives and successors of CSPA, attributable to CSPA's failure to comply with this Section, including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, clean up, or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive termination or cancellation of this Sublease.

K. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation,

any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable federal or state laws or regulations.

23. **LIENS.** The School, the Foundation and CSPS shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for School or any person or entity claiming through or under School. In the event that the School shall not, within ten (10) days following the imposition of any such lien, cause same to be released of record by payment or posting of a proper bond, CSPS and/or the Foundation shall have, in addition to all other remedies provided herein and by law, the right but not the obligation to cause same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by CSPS or the Foundation and all expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable to it by the School within 30 days following demand. Any such action by CSPS or the Foundation shall not in any event be deemed a waiver of the School's default with respect thereto. CSPS and/or the Foundation shall have the right at all appropriate times to post and keep posted on the Premises any notices permitted or required by law, or that CSPS and/or the Foundation shall deem proper, for the protection of CSPS and/or the Foundation, the Premises, the Building, and any other party having an interest therein, from mechanics' and materialmen's liens, and the School shall give to CSPS and the Foundation at least ten (10) business days' prior notice of commencement of any construction on the Premises.

24. **RIGHT TO ENTER PREMISES.** CSPS and/or the Foundation or its authorized agents or attorneys, may at any reasonable time upon prior written three (3) day notice, except in the event of an emergency (and without interfering with the School's use of the Premises) enter the Premises to inspect, make repairs and improvements and/or changes in the Premises or other premises in Building as CSPS and/or the Foundation may deem proper. Except in cases of emergency or upon prior arrangement with the School, CSPS and the Foundation shall restrict entry to days/times when students are not present on the Premises. Upon entry CSPS and the foundation must follow all school visitor policies and state laws and regulations regarding student safety and protection.

25. **SECURITY OF PREMISES.** The School assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured after normal business hours.

26. **AGREEMENT TO BE SUBORDINATE.** This Agreement is subject and subordinate to all mortgages, deeds of trust, and restrictions which may now or hereafter affect the Premises and to all renewals and extensions thereof. For confirmation of such subordination, the School shall execute promptly any subordination agreement requested by CSPS and/or the Foundation. Such subordination is subject to The School enjoying the quiet possession of the Premises if any mortgagee or deed of trust grantee becomes landlord hereunder provided that The School is not then in default hereunder or does not default in the future. The School agrees to attorn to any mortgagee or deed of trust grantee or other purchaser at foreclosure or in lieu of foreclosure.



27. **ESTOPPEL CERTIFICATE.** The School agrees that at any time and from time to time upon not less than five (5) days prior written notice by CSPS or the Foundation, to execute, acknowledge and deliver to the Foundation a statement in writing.

A. Certifying that this Sublease is unmodified and in full force and effect if there have been modifications, that this Sublease is in full force and effect as modified and stating the modifications.

B. Stating the dates to which the rent and other charges hereunder have been paid by the School.

C. Stating whether or not, to the best knowledge of the School, CSPS or the Foundation is in default in the performance of any covenants, agreements or conditions contained in this Sublease and if so, specifying each such default of which the School may have knowledge.

D. Responding to such other matters as CSPS or the Foundation reasonably requests. Any such statement delivered pursuant hereto may be relied upon by any owner or prospective purchaser of the Building, any prospective mortgagee of the Building or CSPS' or the Foundation's interest therein or any prospective assignee of any such mortgagee.

28. **THE SCHOOL TO SURRENDER PREMISES IN GOOD CONDITION.** Upon the expiration or termination of the Sublease, the School shall at its expense:

A. remove the School's goods and effects and those of all persons claiming through the School; and

B. quit and deliver up the Premises to the Foundation peaceably and quietly in as good order and condition as the same were on the date the Sublease commenced or were thereafter in place by the Foundation, reasonable wear and tear accepted; and

C. any property left in the Premises after the expiration or termination of the Sublease shall be deemed to have been abandoned and shall be deemed the property of the Foundation to be disposed of as the Foundation sees fit.

29. **DEFAULT.** The occurrence of any of the following events shall constitute a default by the School under this Sublease:

A. If the School fails to pay any amounts to be paid by it hereunder, including but not limited to Base Rent, Additional Rent and late charges and such default shall continue for a period of three (3) days after the Foundation has given the School written notice of such failure to pay. Notwithstanding the foregoing sentence, delays in state funding received by the School of 45 days or less shall not constitute a default under this Sublease however all late fees shall be applicable; if delays in funding occur, School shall pay amounts due and owing under this Sublease within three (3) days of receipt of funding sufficient to pay such amounts; or

B. If the School fails to perform or observe any of the School's other material obligations, covenants or agreements herein or hereunder, and such failure shall continue for a period of twenty (20) days after the Foundation has given the School written notice thereof, provided however, if the default cannot be reasonably cured within twenty (20) days, the School shall have such additional time as is reasonably necessary to cure said default, provided the School acts diligently towards curing the default; or

C. Abandonment or vacating of the Premises by the School.

Upon the occurrence of any of the foregoing defaults, the Foundation may, but with no obligation to do so, immediately re-enter the Premises and remove all persons and property there from. The School shall have the right to keep the Sublease in full force and effect, or, at its option, terminate this Lease as to all future rights of the School. Except as otherwise required by the terms of this Agreement the Foundation is relieved from serving written notice of the Foundation's intent to re-enter the Premises. Except as otherwise agreed to by the Foundation, The School shall be liable to the Foundation against all loss of rents and other damages which it may incur by reason of such default. In the event of the School's default and Foundation's re-entry, whether this Sublease is terminated by the Foundation, the School shall pay the Foundation, as additional damage, interest at the rate of 1.5 percent (1.5%) per annum on (i) all unpaid Rent and late charges accrued from date of default until paid. The parties shall have the right to commence one or more actions to enforce the terms hereof and the commencement and prosecution of one action shall not be deemed a waiver or an estoppel from commencing one or more actions from time to time in the future. All rights and remedies of the parties under this Sublease shall be cumulative and shall not be exclusive of any other rights and remedies provided to the parties under applicable law. The School shall not be subject to and is hereby relieved of the acceleration provisions of the Master Lease under Section 33.

30. **RIGHT TO CURE DEFAULTS.** If the School defaults in the observance or performance of any of the School's covenants, agreements or obligations hereunder wherein the default can be cured by the expenditure of money, the Foundation may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the cost thereof to the School and the School shall pay the same forthwith upon demand.

31. **USE OF THE TERMS "FOUNDATION," "THE SCHOOL" AND "CSPS".** The terms "Foundation" and "School" wherever used in this Sublease, shall be construed to mean where relevant especially in connection with the provisions of this Sublease relating to personal injury, limitation of liability, indemnification, property damage and insurance, "Foundation" shall mean the Foundation, its respective employees, agents, invitees, licensees, customers, clients, partners and shareholders and "the School" shall mean its employees, agents, business invitees, licensees, customers and clients. The acronym "CSPS" refers to the lessor of the Master Lease, known as CSPS - Palomas, LLC, its members, managing member, employees, agents, business invitees, licensees, customers and client. CSPS is the also intended to mean the owner of the Premises.

32. **CSPS and FOUNDATION CONSENT.** Where consent is required herein by either or both the owner of the Building, CSPS its successors or assigns, or the Foundation, said consent it shall not be unreasonably withheld, or delayed.

33. **EXECUTION BY FOUNDATION AND CSPS.** Submission of this instrument to the School, or its governing body, agents or attorneys, for examination or signature does not constitute or imply an offer to sublet, reservation of space, or option to lease, and this Sublease shall have no binding effect until execution by the Foundation and the School, and approval by CSPS.

34. **CONTINUANCE OF AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.

35. **PROTECTION OF CSPS IN THE EVENT OF SALE OF THE BUILDING OR PROPERTY.** "CSPS", as that term is used in this Sublease, means only the owner or the mortgagee in possession or grantee in possession under a deed of trust, or the owner of CSPS' interest in this Sublease, or in the event of any sale or sales of the Premises, or this Sublease, CSPS shall be and hereby is entirely freed and relieved of all covenants and obligations of CSPS hereunder, and it shall be deemed and construed without further agreement between the parties or their successors-in-interest that the purchaser or the tenant or assignee of the land and/or building has assumed and agreed to carry out any and all covenants and obligations of CSPS and/or the Foundation hereunder.

36. **SEVERABILITY.** The provisions of this Lease Purchase are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

37. **MEMORANDUM OF LEASE.** The School, the Foundation and CSPS shall, upon the written request of the other, execute a memorandum in a form suitable for recording. Said Memorandum shall be dated on the date and year of the execution of this Sublease and shall disclose the parties, the terms of the Sublease, the legal description of the Premises and may contain, in addition to the foregoing, such other terms and conditions as the parties and the case may be, may require.

38. **WAIVER OF COVENANTS.** Failure of the parties to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Sublease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Foundation of rents with knowledge of a breach in any of the terms, covenants and conditions of this Sublease to be kept or performed by the School shall not be deemed a waiver of such breach, and the Foundation shall not be deemed to have waived any provision of this Sublease unless expressed in writing and signed by the Foundation.

39. **NOTICES.** Any notice or demand which, under the terms of this Sublease or under any statute must or may be given or made by the parties hereto, shall be in writing, and may be given or made by personal delivery or mailing the same by registered mail, addressed to the other party at the address mentioned below. The parties, however, may designate in writing such new or other address to which such notice or demand shall hereafter be so given, made or mailed. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as herein provided:

Foundation: CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL  
FOUNDATION  
1325 Palomas Drive SE  
Albuquerque, NM 87108

School: Cesar Chavez Community School  
c/o Head Administrator  
1325 Palomas Drive SE  
Albuquerque, NM 87108

Rent payments shall be submitted as follows:

NAME  
CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL  
FOUNDATION  
1325 Palomas Drive SE  
Albuquerque, NM 87108

40. **AMENDMENTS.** This Sublease may be amended only by a writing executed by both parties hereto.

41. **MISCELLANEOUS.** This Sublease shall be construed according to the laws of the State of New Mexico. The captions in this Sublease are for convenience only and are not part of this Sublease.

42. **REPRESENTATIONS.** This Sublease constitutes the final agreement of the parties hereto and supersedes all negotiations, representations or agreements, whether written or oral, made prior to the execution hereof. The Foundation makes no representations or warranties regarding the Premises or of the Foundation's or the School's rights, obligations, or duties with respect thereto other than those expressly set forth in this Sublease. By execution of this Sublease, the School acknowledges that no representations or warranties have been made by the Foundation other than as expressly stated herein (or Landlord's agents, representatives, or employees, or by anyone acting on behalf of Landlord or under contract with Landlord) upon which the School has relied in executing this Sublease other than such representations or warranties that are expressly set forth or expressly incorporated herein.

43. **FINANCIAL STATEMENTS.** The School (and any assignee or subtenant) shall provide the Foundation with complete and accurate financial statements of the School (assignee or subtenant as the case may be) promptly upon the Foundation's request at anytime during the Sublease, but no more than once in any twelve (12) month period.

44. **FORCE MAJEURE.** If the Foundation or the School cannot perform any of their respective obligations under the terms of this Sublease due to event(s) beyond their control, the time provided for performance of such obligations shall be extended by a period of time equal to the duration of such event(s). If either party to the Sublease desires to invoke the

provisions of this Section, it shall provide written notice to the other party of the reasons for the delay and the invoking party shall use best reasonable efforts to mitigate the effects of such occurrence. Event(s) beyond the Foundation's or the School's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor and materials, government regulation or restriction and weather conditions, but shall in no event include defaults due to the Foundation's or the School's failure to meet their respective monetary obligations hereunder.

**45. ATTORNEY'S FEES.** If the Tenant defaults in the performance of any of the covenants of this Lease Purchase and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants by the Tenant, to evict the Tenant, to collect moneys due from the Tenant, or to perform any service based upon said default, then in any of said events the Tenant does agree to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord. In any proceeding brought by either Landlord or Tenant against the other relating to this Lease Purchase, a reasonable attorney's fee, costs and expenses shall be recovered in such proceeding by the successful party therein.

**46. SECURITY DEPOSIT.** The School shall deliver to the Foundation the security deposit specified in Subsection 8.E. as security for the faithful performance of all terms, covenants and conditions of this Sublease. The School agrees that the Foundation may, without waiving any of the Foundation's other rights and remedies under this Sublease upon the occurrence of any of the events of default described in Section 29 hereof, apply the security deposit to remedy any failure by the School to pay Rent or Additional Rent, to repair or maintain the Premises, or to perform any other terms, covenants or conditions contained herein. If the School has kept and performed all terms, covenants and conditions of this Sublease during the Term, the Foundation will within thirty (30) days following the termination hereof return said sum to the School or the last permitted assignee of the School's interest hereunder at the expiration of the Term. Should the Foundation use any portion of the security deposit to cure any default by the School hereunder, the School shall within 30 days following the Foundation's demand replenish the security deposit to the original amount. The Foundation shall not be required to keep the security deposit separate from its general funds, and School shall not be entitled to interest on any such security deposit.

**47. CALCULATION OF TIME.** Any time period herein calculated by reference to "days" means calendar days, *i.e.*, including Saturdays, Sundays, and holidays as observed by the State of New Mexico; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or such observed holiday, the day for such act shall be first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or such observed holiday.

**48. NO INDIVIDUAL LIABILITY.** All covenants, stipulations, promises, agreements, and obligations of the School or the Foundation, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the School or the Foundation, as the case may be, and not of any member, director, officer, employee, or other agent of the School or the Foundation in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement, or obligation, or for any claim based thereon or hereunder, against any member, director, officer,

employee, or other agent of the School or the Foundation any natural person executing this Sublease, the Master Lease, or any related document or instrument.

49.       **INCORPORATION.** Each and all of the recitals set forth at the beginning of this instrument, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

50.       **COUNTERPARTS.** This Sublease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

51.       **CONFLICTS.** The terms of this Sublease shall not modify the Master. Lease except as expressly stated herein.

*[Signatures on following page.]*

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the date first written above.

### THE SCHOOL

Cesar Chavez Community School,  
a New Mexico public charter school

By: [Signature]  
Name: ESPIRITU ESPINOZA II  
Title: President, Governance Council

### THE FOUNDATION

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL FOUNDATION,  
a New Mexico not-for-profit corporation

By: [Signature]  
Name: Stanley S Albrycht  
Title: President 12/17/09

**OWNER'S CONSENT TO SUBLEASE PER TERMS OF THIS AGREEMENT IS GIVEN BY:**

CSPS - Palomas, LLC  
a Nevada Limited Liability Company

By: [Signature]  
Name: LAUREN FIEDER  
Title: MANAGING MEMBER

Exhibit A  
to  
Sublease Agreement:

Site Plan



Exhibit B:  
Master Lease

**Exhibit C:**

**Tenant Improvements plans/specs**

*CR*

## FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease ("Amendment") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and CESAR CHAVEZ COMMUNITY SCHOOL, a New Mexico public charter school, (the "School"), as Sublessee, this January \_\_, 2017.

### WITNESSETH:

WHEREAS, the Foundation and the School entered into a Sublease Agreement dated \_\_\_\_\_, 2009 ("Sublease") wherein the School leases certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 usable square feet, and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Premises.");

WHEREAS, the Foundation and Tenant acknowledge that the Foundation is subject to a master lease between the Foundation and CSPA – PALOMAS, LLC, a Nevada Limited Liability Company, dated December 17, 2009, wherein the Foundation assumes certain responsibilities for the maintenance and improvements of the Premises; and

WHEREAS, the Foundation and Tenant desire to amend the Sublease to clarify the Foundation's maintenance obligations as Sublessor and effective owner of the Premises pursuant to NMSA 1978, §22-8B-4.2(D)(2)(a).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Foundation assumes the responsibility as "owner" of the Premises as the term is used pursuant to NMSA 1978, §22-8B-4.2(D)(2)(a), and thereby the Foundation shall be responsible for maintaining the Premises to the statewide adequacy standards applicable to the School, at no additional cost to the School or to the state, as set forth in NMSA 1978 Section 22-8B-4.2(D)(2)(a), or a successor statute.
2. In the event of any conflict between this Amendment and the Sublease, this Amendment will prevail over the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date indicated above.

### THE SCHOOL

Cesar Chavez Community School,  
a New Mexico public charter school

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Don Shapiro*  
\_\_\_\_\_  
DAN SHAPIRO  
President, Governing Council

*Tani Arness*  
\_\_\_\_\_  
Executive Director  
Tani Arness

## THE FOUNDATION

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL FOUNDATION,  
a New Mexico not-for-profit corporation

By: 

Name: Valerie Martinez

Title: President, CCCS Ed. Foundation

## SECOND AMENDMENT TO SUBLEASE

This Second Amendment to Sublease ("Second Amendment") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and CESAR CHAVEZ COMMUNITY SCHOOL, a New Mexico public charter school, (the "School"), as Sublessee, this April 28<sup>th</sup>, 2017.

### WITNESSETH:

WHEREAS, the Foundation and the School entered into a Sublease Agreement dated December 17, 2009 ("Sublease") wherein the School leases certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 usable square feet, and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Premises.");

WHEREAS, the Foundation and Tenant acknowledge that the Foundation is subject to a master lease between the Foundation and CSPS – PALOMAS, LLC, a Nevada Limited Liability Company ("CSPS"), dated December 17, 2009 ("Master Lease"), wherein the Foundation assumes certain responsibilities for the maintenance and improvements of the Premises;

WHEREAS, the Foundation and School entered into a First Amendment to the Sublease Agreement on \_\_\_\_\_, 2017, wherein the Foundation agreed to assume the responsibilities of the Premises "owner" as the term is used in NMSA 1978, §22-8B-4.2(D)(2)(a) understanding as the owner of the leasehold interest in the Premises, that it could contractually agree to assume these statutory responsibilities. Subsequently, Public School Capital Outlay Council officials signaled that the PSCOC would reject a charter school's lease reimbursement grant requests unless the "owner of record" was contractually committed to the obligations of NMSA 1978, §22-8B-4.2(D)(2)(a). To avoid the uncertainty and risk denial of the School's lease reimbursement grant requests, CSPC has agreed to assume the obligations of "owner" as set forth in NMSA 1978, §22-8B-4.2(D)(2)(a).

WHEREAS, the parties hereto agreed to amend the Sublease to reflect CSPS's agreement to assume the obligations contemplated under NMSA 1978, §22-8B-4.2(D)(2)(a). CSPS and the Foundation have amended the Master Lease to revise CSPS's and the Foundation's respective obligations thereunder relating to maintaining statewide adequacy standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The First Amendment to the Sublease is hereby stricken in its entirety and the terms therein shall not apply to the Sublease.
2. Section 2 of the Sublease shall be amended by inserting the italicized language and deleting the stricken language as follows:

2. TENANT IMPROVEMENTS. The Premises shall include completed Tenant Improvements as described in Exhibit "C" hereto. The Tenant Improvements shall be made by CSPS to 2010 educational occupancy (E-occupancy) standards at CSPS' cost. According to Section 13.E of the Master Lease, CSPS Foundation agrees that, ~~after the Tenant Improvements are completed, CSPS Foundation shall bring and maintain the Property Premises~~ to any statewide adequacy standards required by the State of New Mexico for the School Premises during the term of this Sublease and any extensions thereof, at no additional cost to the School *or state*. ~~During the construction of the Tenant Improvements, the School shall have the right~~

~~to enter the Premises to inspect the construction and to direct changes or modifications in the construction plans, specifications and design. No changes to the final Plans as described in the Master Lease and Exhibit C hereto shall be made without the prior consent of the School.~~

3. Section 15 A. shall be amended by inserting the italicized language and deleting the stricken language as follows:

A. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. The School leases the Premises in an "as is" condition on the Commencement Date, except for the completion of the Tenant Improvement obligations described in Exhibit C, which, if incomplete or partially incomplete by the Commencement Date, shall be completed by CSPS at no additional cost to the School. The School shall be responsible for the interior maintenance and repair of the Premises; routine maintenance of the HVAC, plumbing, electrical and life safety systems, roof, glass and the exterior façade of the Premises, landscaping and the parking lot for the Premises. Responsibility for replacement of the HVAC, plumbing, electrical and fire sprinkler systems, roof, and exterior walls shall be in accordance with ~~the terms~~ *Section 13.A* of the Master Lease, unless such maintenance or repairs are necessitated by the act, neglect, fault or omission of any duty by the School, its agents, servants, employees or invitees, in which case the School shall cause the necessary maintenance or repair to be performed and the School shall pay for the reasonable cost of such maintenance and repairs. The School shall be responsible for ~~all interior maintenance of the Building including~~ *securing* service contracts on the HVAC, plumbing, electrical and fire sprinkler systems ~~and maintenance of the parking lot for the Premises.~~

Except for improvements beyond the Tenant Improvements which may be required by applicable authorities to meet state adequacy standards, the cost of which shall be borne by *CSPS pursuant to Section 13.E of the Master Lease* ~~the Foundation~~, all repairs and replacements made by or on behalf of School or any person claiming through or under School shall be made and performed (a) at School's cost and expense in at least equal to the quality, value, and utility to the original work or installation, and (b) in accordance with the Rules and Regulations for the Building, if any, and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises. If the School is notified of the necessity for any repairs or replacements required to be made by the School under section and the School fails to commence diligently to effect the same within 30 days thereafter, the Foundation or CSPS may proceed to make such repairs or replacements and the expenses incurred by either in connection therewith shall be due and payable from the School within 60 days following demand; provided that making any such repairs or replacements shall not be deemed a waiver of the School's default in failing to make the same.

4. The following provision shall be added as 15.E.

E. CSPS, as owner, pursuant to Section 13.E of the Master Lease agrees to maintain the Premises to the statewide adequacy standards applicable to the School as developed pursuant to the requirements of the Public School Capital Outlay Act,



## SECOND AMENDMENT TO SUBLEASE

This Second Amendment to Sublease ("Second Amendment") is entered into by and between the CESAR CHAVEZ COMMUNITY SCHOOL EDUCATION FOUNDATION, a New Mexico not-for-profit corporation, (the "Foundation"), as Sublessor, and CESAR CHAVEZ COMMUNITY SCHOOL, a New Mexico public charter school, (the "School"), as Sublessee, this April 28<sup>th</sup>, 2017.

### WITNESSETH:

WHEREAS, the Foundation and the School entered into a Sublease Agreement dated December 17, 2009 ("Sublease") wherein the School leases certain real property described as the building located at 1325 Palomas Drive SE, Albuquerque, New Mexico, located in Bernalillo County, New Mexico, and comprised of approximately 26,000 usable square feet, and adjacent parking lot area, all contained within a 2.2416 acre parcel (referred to hereafter as the "Premises.");

WHEREAS, the Foundation and Tenant acknowledge that the Foundation is subject to a master lease between the Foundation and CSPS – PALOMAS, LLC, a Nevada Limited Liability Company ("CSPS"), dated December 17, 2009 ("Master Lease"), wherein the Foundation assumes certain responsibilities for the maintenance and improvements of the Premises;

WHEREAS, the Foundation and School entered into a First Amendment to the Sublease Agreement on \_\_\_\_\_, 2017, wherein the Foundation agreed to assume the responsibilities of the Premises "owner" as the term is used in NMSA 1978, §22-8B-4.2(D)(2)(a) understanding as the owner of the leasehold interest in the Premises, that it could contractually agree to assume these statutory responsibilities. Subsequently, Public School Capital Outlay Council officials signaled that the PSCOC would reject a charter school's lease reimbursement grant requests unless the "owner of record" was contractually committed to the obligations of NMSA 1978, §22-8B-4.2(D)(2)(a). To avoid the uncertainty and risk denial of the School's lease reimbursement grant requests, CSPS has agreed to assume the obligations of "owner" as set forth in NMSA 1978, §22-8B-4.2(D)(2)(a).

WHEREAS, the parties hereto agreed to amend the Sublease to reflect CSPS's agreement to assume the obligations contemplated under NMSA 1978, §22-8B-4.2(D)(2)(a). CSPS and the Foundation have amended the Master Lease to revise CSPS's and the Foundation's respective obligations thereunder relating to maintaining statewide adequacy standards.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The First Amendment to the Sublease is hereby stricken in its entirety and the terms therein shall not apply to the Sublease.
2. Section 2 of the Sublease shall be amended by inserting the italicized language and deleting the stricken language as follows:

2. TENANT IMPROVEMENTS. The Premises shall include completed Tenant Improvements as described in Exhibit "C" hereto. The Tenant Improvements shall be made by CSPS to 2010 educational occupancy (E-occupancy) standards at CSPS' cost. According to Section 13.E of the Master Lease, CSPS Foundation agrees that, ~~after the Tenant Improvements are completed, CSPS Foundation shall bring and maintain the Property Premises~~ to any statewide adequacy standards required by the State of New Mexico for the School Premises during the term of this Sublease and any extensions thereof, at no additional cost to the School *or state*. ~~During the construction of the Tenant Improvements, the School shall have the right~~



~~to enter the Premises to inspect the construction and to direct changes or modifications in the construction plans, specifications and design. No changes to the final Plans as described in the Master Lease and Exhibit C hereto shall be made without the prior consent of the School.~~

3. Section 15 A. shall be amended by inserting the italicized language and deleting the stricken language as follows:

A. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. The School leases the Premises in an "as is" condition on the Commencement Date, except for the completion of the Tenant Improvement obligations described in Exhibit C, which, if incomplete or partially incomplete by the Commencement Date, shall be completed by CSPS at no additional cost to the School. The School shall be responsible for the interior maintenance and repair of the Premises; routine maintenance of the HVAC, plumbing, electrical and life safety systems, roof, glass and the exterior façade of the Premises, landscaping and the parking lot for the Premises. Responsibility for replacement of the HVAC, plumbing, electrical and fire sprinkler systems, roof, and exterior walls shall be in accordance with ~~the terms~~ *Section 13.A* of the Master Lease, unless such maintenance or repairs are necessitated by the act, neglect, fault or omission of any duty by the School, its agents, servants, employees or invitees, in which case the School shall cause the necessary maintenance or repair to be performed and the School shall pay for the reasonable cost of such maintenance and repairs. The School shall be responsible for ~~all interior maintenance of the Building including~~ *securing* service contracts on the HVAC, plumbing, electrical and fire sprinkler systems ~~and maintenance of the parking lot for the Premises.~~

Except for improvements beyond the Tenant Improvements which may be required by applicable authorities to meet state adequacy standards, the cost of which shall be borne by *CSPS pursuant to Section 13.E of the Master Lease* ~~the Foundation~~, all repairs and replacements made by or on behalf of School or any person claiming through or under School shall be made and performed (a) at School's cost and expense in at least equal to the quality, value, and utility to the original work or installation, and (b) in accordance with the Rules and Regulations for the Building, if any, and in accordance with all applicable laws and regulations of governmental authorities having jurisdiction over the Premises. If the School is notified of the necessity for any repairs or replacements required to be made by the School under section and the School fails to commence diligently to effect the same within 30 days thereafter, the Foundation or CSPS may proceed to make such repairs or replacements and the expenses incurred by either in connection therewith shall be due and payable from the School within 60 days following demand; provided that making any such repairs or replacements shall not be deemed a waiver of the School's default in failing to make the same.

4. The following provision shall be added as 15.E.

E. CSPS, as owner, pursuant to Section 13.E of the Master Lease agrees to maintain the Premises to the statewide adequacy standards applicable to the School as developed pursuant to the requirements of the Public School Capital Outlay Act,





NMSA 1978, §22-24-1, *et seq.*, at no additional cost to the Tenant, the School or the state.

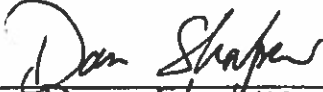
5. The last full paragraph of Section 18, shall be amended by inserting the italicized language and deleting the stricken language as follows:

The School, and Foundation, *and CSPS* shall observe and comply promptly with all current and future requirements of law applicable to the *Building Premises* (including those set forth in Section 22-8B-4.2 of the Act). ~~The Foundation~~ CSPS hereby ~~ensures that the Building~~ will be maintained *the Premises* in accordance with the applicable requirements of the Public School Code and the Charter Schools Act as set forth in NMSA 1978 22-8B-4.2 (2007) as may be amended from time to time.

6. In the event of any conflict between this Second Amendment to Sublease Agreement and the Sublease Agreement this Second Amendment will prevail over the Sublease Agreement.

#### THE SCHOOL

Cesar Chavez Community School,  
a New Mexico public charter school

By:   
Name: Dan Shaper  
Title: GC President

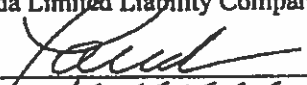
#### THE FOUNDATION

CESAR CHAVEZ COMMUNITY SCHOOL EDUCATIONAL FOUNDATION,  
a New Mexico not-for-profit corporation

By:   
Name: Valerie Martinez  
Title: Foundation Board President

#### APPROVED BY:

CSPS - PALOMAS, LLC,  
a Nevada Limited Liability Company

By:   
Name: LAUREN RODER  
Title: MANAGER

