



## **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

<p>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.</p>
<p>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 <b>Appendix D</b>.</p> <p>In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as <b>Appendix D</b>, 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.)</p> <p>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.</p>
<p><b>School response:</b></p> <p><i>Alma d’ Arte Charter High School maintains a wonderful relationship with Las Cruces Public Schools (LCPS) as tenants of the school district. Infrastructure is maintained by LCPS, as we occupy the building. Recent improvements are the results of a bond issue for 4 million dollars in 2014-2015 that added square footage to the historical Court Youth Center building for ceramics, arts, dance, music, three (3) science labs, and a technology wing. We submitted a Master Plan for the previous renewal, 2014-2019, and maintain occupancy, currently at 161, under the allowable occupancy that projects enrollment of 300. PSFA surveyed the building in the final week of September 2018 and we await the updated letter from the agency.</i></p>



November 7, 2018

Alma d' Arte Charter High School  
Attn: Holly Schullo  
402 West Court Ave.  
Las Cruces, NM 88005

Dear Ms. Schullo,

The facility at 402 West Court Avenue in Las Cruces, NM has served as an educational facility for the past 14 years for Alma d' Arte Charter High School, and beforehand as Court Junior High for Las Cruces Public Schools, and thus meets the requirements for an E-Occupancy.

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Las Cruces Public Schools  
505 S. Main, Suite 249  
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State of New Mexico  
Public School Facilities Authority



Robert A. Gorrell, Director  
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(505) 843-9681 (Fax)

September 4, 2013

Mr. Hartshorne  
Alma d' Arte Charter School  
402 W. Court Ave.  
Las Cruces, New Mexico 88005

Dear Mr. Hartshorne:

This letter is being provided to you because the Alma d' Arte Charter reauthorization is fast approaching and the application for that renewal is due October 1<sup>st</sup>, 2013 and, pursuant to 22-8B-4.2 NMSA 1978, which states that,

*the facilities of a charter school whose charter has been renewed at least once shall be evaluated, prioritized and eligible for grants pursuant to the Public School Capital Outlay Act in the same manner as all other public schools in the state; provided that for charter school facilities in leased facilities, grants may be used to provide additional lease payments for leasehold improvements made by the lessor.*

The facilities that house Alma d' Arte Charter School were assessed on August 29, 2013 and a weighted New Mexico Condition Index (wNMCI) score of 12.10% was generated based on that assessment. The wNMCI, in very general terms, is the cost of repair of a school facility divided by the cost of replacement. As such, a lower score is better. The current average wNMCI score for all public school facilities, statewide, is 20.38%.

Alma d' Arte Charter School meets the code requirement for their facility to be classified as E (Educational) Occupancy. And have operated as such.

If you have any questions about this information, please do not hesitate to contact PSFA. We wish you success as you navigate your second renewal.

A handwritten signature in black ink, appearing to read "Martica Casias".

Martica Casias, Planning & Design Manager  
Public School Facilities Authority

CC: Beverly Friedman, Public Education Commission  
Tony Gerlicz, Director - Options for Parents - Public Education Department



**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)**

November 30, 2018

Alma d' Arte Charter High School  
402 W. Court Avenue  
Las Cruces, New Mexico

Re: 2018-2019 wNMCI Score

Ms. Shelton,

Public School Facilities Authority (PSFA) is in receipt of your request for your current weighted New Mexico Condition Index (wNMCI) score. Your current wNMCI score is for your location at 402 W. Court Avenue is 22.18% (lower is better). Your score is better than the average statewide wNMCI score. The current average is 23.78%.

Please feel free to contact me or Joanne Eekhoff, PSFA Planning & Design Manager if you have any questions or concerns regarding this correspondence. I can be reached at (505) 468-0274.

Respectfully,

Martica Casias, Deputy Director  
Public School Facilities Authority

Cc; Joanne Eekhoff, PSFA Planning & Design Manager  
Norma Ahlskog, PSFA Financial Specialists

**CERTIFICATION A**  
**Public Facility**

The undersigned hereby certify under penalty of perjury that the owner of the facility in which (insert name of charter school) is a public facility owned by (insert name of facility owner) and providing the facility for (insert name of charter school).

**Charter School Governing Board**

By: [Signature]  
Print Name: GENE H. ELLIOTT  
Print Title: GOVERNANCE COUNCIL PRESIDENT  
Date: 11/7/18

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF Dona Ana )

On this 7<sup>th</sup> day of November, 2018, before me, the undersigned officer, personally appeared Gene Elliott, 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.

[Signature]  
Notary Public

My Commission Expires:  
12/29/20

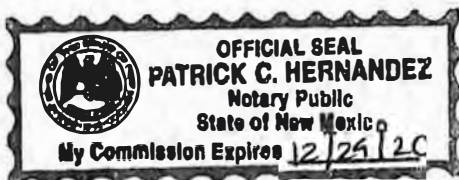


STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF Dona Ana )  
BERNALILLO )

On this 7<sup>th</sup> day of November, 2018, before me, the undersigned officer, personally appeared Holly A. Schulte, 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.

[Signature]  
Notary Public

My Commission Expires:  
12/29/20



**Charter School Principal / Administrator**

By: [Signature]  
Print Name: Holly Schulte  
Print Title: Principal / CAO  
Date: 11/7/18

**Public Facility**

The undersigned hereby certify under penalty of perjury that the owner of the facility in which Alma d'Arte Charter High School is a public facility owned by Las Cruces Public Schools and providing the facility for Alma d'Arte Charter High School.

## Charter School Governing Board

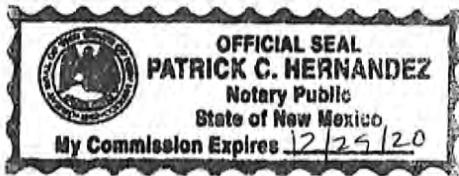
By: Gene H. Elliott  
Print Name: GENE H. ELLIOTT  
Print Title: PRES - GOVERNANCE COUNCIL  
Date: 11/27/18

STATE OF NEW MEXICO                     )  
  ) ss.  
COUNTY OF DONA ANA                     )

On this 27 day of November, 2018, before me, the undersigned officer, personally appeared Gene Elliott, 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.

Notary Public

My Commission Expires:  
12/29/26

**Charter School Principal / Administrator**

By: [Signature]  
Print Name: Holly Ann Sisk  
Print Title: President / CAO  
Date: 11/27/18

[illegible]

On this 27 day of November, 2018, before me, the undersigned officer, personally appeared Holly A. Schullo, 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.

Notary Public

My Commission Expires: 12/29/20



**Use note:** For use by charter schools that are housed in a facility that is owned by the charter school, the school, 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.

# Alma d'Arte Charter High School

Facility Master Plan and Educational Specifications

2014-2019



December 20, 2012

Prepared by Garrett Smith Ltd.

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## Charter School Overview

Since opening in 2004, Alma d'arte Charter High School (Alma) has secured a valuable reputation in the community as a rigorous and arts-based learning school. The graduation rate is one of the highest in the state and in charter schools. The school has won numerous local and state recognitions and awards. The faculty and staff have distinguished themselves as professionals in the arts and in academics by also receiving numerous awards and recognitions. Students have graduated and gone on to nationally prestigious art and academic schools. The best recruiting tools are the students and their parents and their satisfaction with the school and the personnel. In addition, the small school environment and caring staff that practice positive youth development on a daily basis add to the success and influence the increased enrollment through the years.



Alma will submit its second charter renewal to the Public Education Department, Family Options Department, for acceptance and renewal by the Public Education Commission in 2014. This *Facility Master Plan and Educational Specification* has been prepared in accordance with the guidance issued by the PSCOC and PSFA and will accompany the 2014-2019-charter renewal.

The *Facility Master Plan and Educational Specification (FMP)* is structured around the five-part format required by the PSCOC and the PSFA as follows:

**Section 1 – Goals/Process:** Outlines Alma d'arte's goals and the processes used to obtain input from community, students, educators, and staff in preparation of the FMP.

**Section 2 – Existing and Projected Conditions:** Describes the present state of programs, enrollment, and facilities at Alma as well as establishing goals for the future, alignment of goals with State requirements, and developing a roadmap to achieving these goals.

**Section 3 – Facility Requirements:** Develops facility needs in detail that are needed to sustain the existing program and grow to meet future goals.

**Section 4 – Capital Improvement Plan:** Describes the proposed means to secure funding to meet facility requirements, prioritizes projects, and establishes a timeline for implementation.

**Section 5 – Master Plan Support Material:** Contains detailed supporting material such as facility evaluation reports and plans.



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## Acknowledgements

### Alma d'arte Charter High School

#### **Governance Council**

Gene Elliott – President/Founder  
Casilda Provencio – Vice-President  
Carolyn Williams – Secretary  
Garland Court – Member

#### **Administration**

Mark Hartshorne – Chief Academic Officer/Principal  
Irene Oliver-Lewis – Artistic Producer/Founder  
Juliette Padilla – Alma Business Manager/Founder  
Angie L. McLaughlin – Special Education Director/Vice-Principal  
Michelle Paz – Science Educator/Vice-Principal  
John Padilla – Facility Director

#### **Facility Master Plan Committee**

Sherry Doil-Carter – Alma Visual Arts Educator  
Mark Hartshorne – Chief Academic Officer/Principal  
Dena Hurab – Alma Student  
Angie L. McLaughlin – Alma Special Education Director/Vice-Principal  
Irene Oliver-Lewis – Alma Artistic Producer/Founder  
John Padilla – Alma Facility Director  
Juliette Padilla – Alma Business Manager/Founder  
Bob and Karen Pofahl – Community Members, Real Estate Developers  
Kevin Salcido – Community Member, Engineer  
Roanna St. Clair – Alma Culinary Arts Educator  
Roy van der Aa – Alma Parent, Journalist, Newspaper Owner, and Visual Artist<sup>1</sup>  
Lamaia Vaughn – Alma Parent, Media Arts Professor, Dona Ana Community College  
Carolyn Williams – Alma Governance Council Member, Instructor, Dona Ana Community College and retired educator

### Public School Facilities Authority

Robert Gorrell – Director  
Martica Casias – Planning and Design Manager  
John Valdez – Facilities Master Planner  
Jorge Au – Regional Manager

**Garrett Smith Ltd.**

Garrett Smith, AIA, LEED® AP – President  
Douglas Longfield – Project Specialist  
Christine Williams – Intern  
Eric Meyer – Intern

## Adoption of Facilities Master Plan

### Exhibit 1-1

Confirmation of Governance Council adoption of FMP and Ed Spec:

The Governance Council approved the FMP at their monthly meeting on December 10, 2012.

#### RESOLUTION NO. 12-02

##### Resolution Regarding a Facility Master Plan to Accompany Alma d'arte's Charter Renewal 2014-2019

**WHEREAS**, all charter schools are required to complete an approved Facility Master Plan by the NM Public Schools Facility Authority with submittal of a charter renewal that its facilities meet the requirements as forth in Subsection D of Section 22-8B-4.2 NMSA 1978 (2011); and

**WHEREAS**, Alma d'arte will submit a charter renewal October 2013 for 2014-2019; and

**WHEREAS**, the charter renewal must comply with Senate Bill 446, an Act relating to Education; amending and enacting sections of the Charter Schools Act; providing for charter school contracts; requiring charter contracts between a charter school and the chartering authority and setting forth contract requirements; establishing conflict of interest procedures for a charter school governing body and administration; creating an annual evaluation process for charter schools effective date of the provisions of the act is July 1, 2012; and

**WHEREAS**, Alma d'arte has completed the planning process with a Facility Master Plan Planning Committee comprised of Governance Council representative, administrators, educators, staff, students, parents, and community members; and

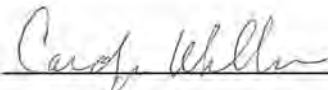
**WHEREAS**, it is the desire of the governing body of Alma d'arte Charter High School to submit the Facility Master Plan prepared by Garrett Smith, Ltd. with partnership of the FMP planning committee, to the NM Public School Facility Authority by December 2012.

ADOPTED AND APPROVED THIS 10<sup>th</sup> DAY OF December ~~2912~~ 2012. 

ATTEST:

  
\_\_\_\_\_

Gene Elliott, Chairman

  
\_\_\_\_\_

Carolyn Williams, Recording Secretary

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## Alma d'arte Charter High School Facility Master Plan

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## List of Abbreviations

<b>Alma</b>	Alma d'arte Charter High School
<b>A/V</b>	Audio/Visual
<b>CIP</b>	Capital Improvement Plan
<b>City</b>	City of Las Cruces
<b>CYC</b>	Court Youth Center
<b>Ed Spec</b>	Educational Specifications
<b>FAD</b>	Facilities Adequacy Database
<b>FCI</b>	Facility Condition Index
<b>FMP</b>	Facility Master Plan
<b>FT</b>	Feet
<b>GSF</b>	Gross Square Feet
<b>HVAC</b>	Heating, Ventilating, Air-Conditioning
<b>IN</b>	Inches
<b>IT</b>	Information Technology
<b>LCPS</b>	Las Cruces Public School District
<b>PED</b>	New Mexico Public Education Department
<b>NMAC</b>	New Mexico Administrative Code
<b>NMFCI</b>	New Mexico Facility Condition Index
<b>NSF</b>	Net Square Feet
<b>PSCOC</b>	Public School Capital Outlay Council
<b>PSFA</b>	Public School Facilities Authority
<b>SF</b>	Square Feet
<b>WPA</b>	Work Progress Administration

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## 1.0 Goals/Process

### 1.1 Goals

#### 1.1.1 Alma d'Arte Charter High School Mission and Vision

**Alma Mission – To graduate artists/scholars prepared to succeed.**

**Alma Vision – To be a pre-eminent center for creative learning and excellence in student preparation**

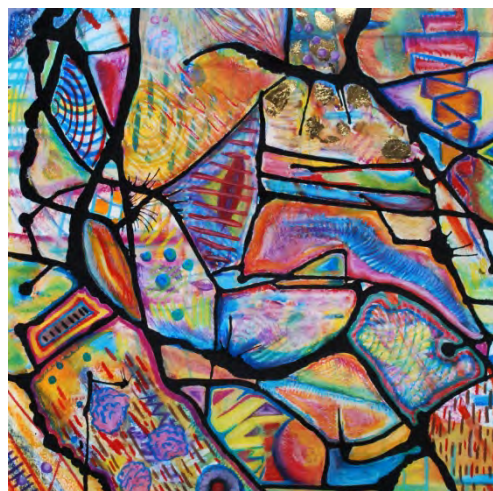


Figure 1 - Artwork by Ernest Moncada

#### 1.1.2 Educational Philosophy

Alma d'art Charter High School is an arts-based high-school program serving diverse learners. Alma's educational program integrates the visual, performing, literary, and culinary arts into a strong academic curriculum that meets the educational standards mandated by the New Mexico Public Education Department. Since its first graduation class, Alma has had some of the highest graduation rates in the state and in 2010-11 had the highest graduation rate in the state. This has been achieved through the conscious and steady educational philosophy of integrating positive youth development, arts, small-class size, parental and community involvement, and dedication of the educators to meet the individual needs of students.

The current goals of the school have been refined and edited to meet the new standards from the NM Public Education Department in regards to the recently enacted SB466. The goals have been reviewed by the Governance Council at the time of this FMP submission to the PSFA. These goals match those that are included in the 2014-2019 charter renewal.

We have included the four goals that were submitted in the last charter renewal and that are in effect through 2013.

**Goal 1:** Alma d'arte students demonstrate 100% completion of all required course work and receive a high school diploma as documented in the Next Step Plans, school transcripts, dual credit classes and passing scores on any future PED School Accountability Reports and exit exams. (Traditionally Alma has had a graduation rate of 95% or better. The Public Education Department's (PED) recent A-F grading measurements further define student accountability expectations in 2014-2019).

**Goal 2:** By the end of each school year (2014-2019), Alma d'arte provides a quality academic and arts integration/production evidenced based curriculum to all students 9th to 12th grade based on the NM Standards and Benchmarks. Alma continues to increase the number of AP classes in mathematics, social studies, and science as well as added arts electives and arts integration opportunities.



**Goal 3:** By the end of each school year (2014-2019), Alma d'arte educators and staff raise high school, college and career expectations for the students by adopting state mandated initiatives for post-secondary education, training, and workplace and entrepreneurial opportunities.

**Goal 4:** Given in-depth training in the arts, Alma d'arte students will engage in hands-on learning and develop higher-level thinking and problem-solving skills and creativity as demonstrated in performance based assessments, exhibits or performances.

### 1.1.3 Serving the Community

#### Desired Future State of School's Community Involvement

Since its inception, Alma d'arte has had a strong community involvement. Currently Alma is in collaboration or in partnership in long-term projects or opportunities with the City of Las Cruces, Doña Ana Community College, New Mexico State University (Education and Fine Arts Departments), Court Youth Center, Doña Ana Arts Council, Branigan Cultural Center, Border Artists Association, Alameda Neighborhood Association, Las Esperanzas Neighborhood Association, and the Las Cruces Downtown Partnership.

Other organizations or groups emerge depending on a specific program or as opportunities materialize. Recent activities with the Las Cruces Centennial Committee are an example of a short-time partnership.

Alma will continue and nurture "authentic" community involvement. Community involvement was included in the FMP process by conducting a number of focus groups in relationship to facility change and arts/academic growth.

#### Statewide Adequacy Standards

NMAC 6.27.30 sets standards adopted by the State to *"provide and sustain the environment to meet the needs of public schools"* in NMAC 6.27.30. The purpose of these standards is to create equity in physical facilities among schools serving New Mexico public school students. Charter schools are eligible for certain variances from these standards, however they must meet the minimum square footage allowances for general classroom areas and meet additional required standards as listed below:

#### NMAC 6.27.30.8 General Requirements

- Building Structural Soundness (A.1)
- Weather-Tight Exterior Envelope (A.2)
- Interior Surface Condition(A.3)
- Interior Finish Harmful Elements (A.4)
- Building System Integrity (B.1)
- Plumbing Type (B.2)
- Adequate Fire Alarm System (B.3)
- Adequate Two-Way Communications System (B.4)

## Alma d'arte Charter High School Facility Master Plan

### NMAC 6.27.30.10 Site

- • Student Drop-off Pedestrian Pathway (A)
- • Protection of Building Structural Integrity (C)
- • Potential of Flooding, Ponding, or Erosion(C)

### NMAC 6.27.30.12 Academic Classrooms

- • Appropriate Size (A)
- • Lighting (C)
- • Temperature Range (D)
- • Acoustics (E)
- • Air Quality (CO2 PPM) (F)

The physical facility recommendations contained in this Facility Master Plan reflect the need for Alma d'arte Charter High School to meet these required standards.

## 1.2 Process

### 1.2.1 Data Gathering and Analysis

Alma d'arte Charter High School partnered with the architectural firm of Garrett Smith Ltd. (GSL) to assist it in preparation of its *Facilities Master Plan and Educational Specifications*. In preparation for completing the FMP, GSL has:

- 1) Met with PSFA officials to review FMP and Ed Spec requirements for Alma
- 2) Reviewed the existing Facility Assessment Database information from PSFA
- 3) Reviewed available plans and drawings for the CYC buildings
- 4) Made observations in the field to check the existing spaces with respect to those components required in the FMP (primarily room use and condition)
- 5) Incorporated consultant reviews of the facilities to verify the condition of structural, mechanical, electrical, and plumbing systems at the CYC site
- 6) Prepared a list of required physical facilities for anticipated enrollment for review by Alma

Alma created a committee composed of students, faculty, administrators, staff, and community members to review the Facilities Master Plan and Educational Specifications (2014- 2019). This committee:

- 1) Met two (3) times to provide information for and feedback on the draft versions of the FMP prepared by GSL
- 2) Met once to review the final draft of the FMP generated by GSL
- 3) Provided written comments and corrections to the draft versions of the FMP
- 4) Provided input on an individual basis where appropriate to the FMP
- 5) Evaluated options for meeting anticipated future facilities needs

Responsibility for final review and acceptance of the FMP rested with Alma d'arte Charter High School's Governance Council. They met and approved the final version of the Facilities Master Plan on December 10, 2012 (See Exhibit 1-1).

### 1.2.2 Authority and Facilities Decision Making

The Alma d'arte Charter High School Governance Council is responsible for the fiduciary and policy growth and development of Alma d'arte Charter High School. The Council meets monthly at Alma d'arte located at 402 W. Court Avenue in the Court Youth Center Building.

#### *Process for Capital Planning and Decision Making*

The City of Las Cruces is currently in partnership with the Court Youth Center as the landlord of the property. CYC manages the property and Alma will continue to lease from CYC and/or the City.

The capital planning and decision making process involves the Board of Directors of CYC, the Las Cruces City Manager, and the Governance Council of Alma. The primary liaison between the three organizations is the Artistic Producer/Founder of the Alma, Irene Oliver-Lewis. CYC has been successful in securing previous capital outlay funding from the local, state, and federal sources.

#### *Community Involvement in Decision Making*

The FMP Steering Committee conducted a series of community focus group meetings to gather community input from April to June. These focus groups included arts organizations and artists, business organizations, parents, educators/staff, students, and general community members. Members from the Las Cruces community, including parents, members of the art community in Las Cruces, and the general public, have been present at each meeting.



Figure 2 - Alma FMP

### *Steering Committee Involvement*

The Alma FMP Steering Committee has met on three (3) occasions to review progress on the FMP and provide direction and feedback to the consultant team. It met a fourth time on December 10, 2012 to review and approve the final draft of the FMP and Ed Spec. The FMP Steering Committee includes at least one member each from Alma's Governance Council; the CYC Board of Directors; Alma staff; Alma students; Alma parents; the Las Cruces community; and the Alma Artistic Producer/Founder. Additional members from each category were invited to attend as they were able. The FMP Steering Committee conducted a series of community focus group meetings to gather community input from April to June. These focus groups included arts organizations and artists, business organizations, parents, educators/staff, students, and general community members. Alma has a Student Leadership Team (SLT) and they assist in all the aspects of the planning process.

#### *Members that Attended Steering Committee Meetings and Affiliation:*

Sherry Doil-Carter – Alma Visual Arts Educator  
Mark Hartshorne – Alma Academic Director/Principal  
Dena Hurab – Alma Student  
Angie L. McLaughlin – Alma Special Education Director/Vice-Principal  
Irene Oliver-Lewis – Alma Artistic Producer/Founder  
John Padilla – Alma Facility Director  
Julie Padilla – Alma Business Manager  
Bob and Karen Pofahl – Community Members, Real Estate Developers  
Kevin Salcido – Community Member, Engineer  
Roanna St. Clair – Alma Culinary Arts Educator  
Roy van der Aa – Alma Parent, Journalist, and Newspaper Owner  
Lamaia Vaughn – Alma Parent, Media Arts Professor, Dona Ana Community College  
Carolyn Williams – Alma Governance Council Member, Instructor, Dona Ana Community College and retired educator

### *Staff Input*

Representatives of Alma faculty and staff were present at each FMP meeting. In addition to the regular members, additional faculty and staff were invited to attend as they were able. Faculty and staff provided key input as to the specific facility requirements, including special requirements that supplement State requirements for various classrooms based on the educational curriculum and methods employed at Alma.

### *Student Input*

Student representatives were present at each FMP meeting. Alma has a Student Leadership Team (SLT) and they assisted in all the aspects of the planning process.

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## 2.0 Existing and Projected Conditions

### 2.1 Programs and Delivery Methods

#### 2.1.1 Programs Overview

Alma d'arte Charter High School was chartered by the Las Cruces Public Schools Board of Education in December 2002. 2003 was a planning year and in July 2004 Alma d' arte opened as the first charter high school in Doña Ana County with 124 9th and 10th graders.



Figure 3 - CYC

#### *Current Educational Programs and Facilities*

Alma d'arte is housed in the Court Youth Center (CYC), an after-school arts program that opened in July 1996 under the artistic and administrative leadership of Irene Oliver-Lewis. The arts integration, positive youth development, and multi-cultural awareness that was created by Oliver-Lewis for the Court Youth Center (CYC), became the arts foundation for the charter school. The after-school programs of CYC have received local, regional, and national recognition. Eric Chavez, a student in a CYC after school program asked, "Why can't this be our school all day?" The seed for starting a charter school was planted. After two years of research by a 7-member founding community committee and meetings with a variety of focus groups, Alma d'arte was created and opened July 2004. Eric Chavez graduated with Alma's first graduating class in 2007.

Prior to being a youth center, the building was the historic Court Junior High School. This Works Progress Administration (WPA) project opened in 1941. It was a junior high until 1982 when the Las Cruces Public Schools closed the facility. Prior to Court Junior High School, the land was the site of the original Doña Ana County Court House that existed from the 1890's until 1936 when the construction began for Court Junior High School. In 1988, state representative Ruben Smith secured \$400,000 from the state legislature to create the youth center and worked with the City of Las Cruces, the Las Cruces Public Schools, and the non-profit Mesilla Valley Youth Foundation to develop a private/public partnership for renovating the building. Under the leadership of Oliver-Lewis and the Board of Directors of the Mesilla Valley Youth Foundation and support from county legislators, some \$6,000,000 in local, state, and federal funds were secured to renovate the current building.

Currently the building serves the Court Youth Center, a community youth after-school arts program and community venue, as well as providing space for the Alma d'arte Charter High School.

Today, students, faculty, staff, and artists are at Alma d'arte because they are interested in the value of a rigorous academic and creative educational experience using multi-arts integration,



life-long learning, positive youth development, and collaboration as the foundation for academic excellence.

### *How Grade Levels are Configured*

Alma d'arte is a small arts-based high school. 40th day enrollment for the current year (2012-2013) counted 195 students in grades nine through twelve. The school incorporates the successful after-school and community-based arts program administered by the Mesilla Valley Youth Foundation, the non-profit organization of the Court Youth Center (CYC). CYC continues to offer after school programs.

Alma is a high school with grades 9th to 12th. The current enrollment of 195 students will grow to 300 by the end of 2019. 25 students will be added in 2013-14 and 20 students in each of the five consecutive years of the five-year charter renewal 2014-2019.

### *Existing Shared/Joint Use Facilities*

The Las Cruces Public Schools, the City of Las Cruces, and the Mesilla Valley Youth Foundation (dba) Court Youth Center entered into a 25-year lease in 1993 for the shared use of the original Court Jr. High School historic building. CYC was the lead agency for the renovation of the building. The lease ends in 2018. Alma shares space with the Court Youth Center, an after-school arts based program that opened in 1996 in the first phase of renovation for the historic building. CYC secured \$3.1 million to renovate the current building and wrote and submitted a charter application to the Las Cruces Public Schools in 2002. Alma opened in 2004. The facility is currently owned by the Las Cruces Public School District, which uses two buildings on the site for its Crossroads School. Negotiations are currently underway for the CYC to acquire ownership of the property from LCPS. It is expected that the Crossroads School will leave the site following the transfer of ownership from LCPS to the CYC.

### *School's Instructional Program*

Alma is a pioneering arts-based secondary school serving a diversity of learners through a rigorous academic and integrated arts program. Alma's dynamic educational program integrates the visual, performing, literary, and culinary arts into academic content areas. Students learn to understand and creatively explore the connections between disciplines and diverse ways of thinking. This integrated approach ensures that students develop into creative thinkers better equipped to succeed in a complex society where personal, professional, and artistic boundaries are increasingly fluid and careers multi-faceted.

Arts integration provides the skills, methods, strategies, and problem-solving (opportunities) necessary for positive youth development in today's sophisticated multi-media world.

### *General Instructional Organization*

Alma d'arte serves students four grades, 9th through 12th. The curriculum includes the required academic subjects of Math, Science, Language Arts, Social Studies, Career Readiness, Health, and Physical Education. The arts curriculum is comprised of the visual, performing, literary, and

culinary arts. A comprehensive overview of the arts occurs in the first two years followed by a two-year specialization at the end of the sophomore year. In their junior and senior year, students take electives in their chosen field in order to develop mastery in a particular artistic medium.

- Each semester of the school year has two 9-week grading periods, and each school year has two semesters.
- Platica (Advisory) goes beyond the traditional homeroom experience providing opportunities for orientation, skill development, and exploration of academic and interpersonal skills needed to succeed in high school and beyond. Platica uses strategies, techniques, and activities that promote positive youth development on a daily basis. The skills developed during Platica assist students in becoming responsible contributing adults in their communities. Platica also provides academic assistance to students who may be at risk of failing one or more courses or who may be in need of developing specific academic or behavioral skills. Platica educators will maintain contact with parents on a regular basis regarding student attendance, behavior, and academic progress.
- Grades reflect academic performance skill levels.
- The weight of various assignments during the 9-week grading period is determined by the educator/artist.
- The weighting of assignments must be logical, fair, and described by the educator in the individual class syllabus that is distributed by each educator at the beginning of the semester. First semester is 40%-1st 9 weeks, 40%-2nd 9 weeks and 20% for the final projects/exams. Second semester is 40%-1st 9 weeks, 40%-2nd 9 weeks, 10%-final exam or projects, 10%-panel.
- Each educator/artist determines the performance task indicators that assist with ongoing assessments during the 9-week and end of semester grades. This can include a variety of tasks such as rubrics, tests, quizzes, journals, performances, exhibitions, small-group presentations, daily assignments, homework, attendance, participation, and many other tasks as developed by the educator/artist.

## Alma d'arte Charter High School Facility Master Plan

### *Schedule Approach*

Classes start at 8:30 AM daily and proceed according to the following schedule:

#### Monday:

First Period:	8:30-9:38 AM
Second Period:	9:41-10:36 AM
Third Period:	10:39-11:34 AM
Fourth Period:	11:37 AM-12:32 PM
Fifth Period:	1:14-2:09 PM
Sixth Period:	2:12-3:07 PM
Seventh Period:	3:10-4:05 PM

#### Tuesday:

Platica:	8:30-8:45 AM
First Period:	8:49-10:19 AM
Third Period:	10:23-11:53 AM
Fifth Period:	12:36-2:06 PM
Seventh Period:	2:10-3:40 PM

#### Wednesday:

Platica:	8:30-8:45 AM
Second Period:	8:49-10:19 AM
Fourth Period:	10:23-11:53 AM
Sixth Period:	12:36-2:06 PM
Early Release	

#### Thursday:

Platica:	8:30-8:45 AM
First Period:	8:49-10:19 AM
Third Period:	10:23-11:53 AM
Fifth Period:	12:36-2:06 PM
Seventh Period:	2:10-3:40 PM

#### Friday:

Platica:	8:30-8:45 AM
Second Period:	8:49-10:19 AM
Fourth Period:	10:23-11:53 AM
Sixth Period:	12:36-2:06 PM
Platica:	2:10-3:40 PM

### *Anticipated Special Curricular and Extracurricular Activities*

In addition to curriculum requirements outlined above, all students are also required to complete an internship or apprenticeship as well as to take concurrent classes at New Mexico State University or the Doña Ana Branch Community College by their senior year.

### 2.1.2 Anticipated Changes in the Program

#### *Projected Changes that Impact Use/Need for Facilities*

As the shared needs of both the school and the CYC community programs continue to grow, certain building space needs to be repositioned. The plan is to restore the first floor of the original Court Jr. High School to be the community venue of CYC, as was intended by the original CYC 1996 renovation of the building. When CYC wrote the initial charter, the idea was to put Alma classrooms in what were originally community venues for workshops and meetings. CYC discontinued programs during the school day and moved all programming to an after school time frame. There is still a need to offer community programs throughout the day and CYC would like to use the first floor of the building for community use. The rooms, especially the theatre, will also be available for Alma's use as well but not on a consistent day-to-day basis. Alma will use the spaces for seasonal and special project needs. Alma will need to occupy (with or without renovation) space that is currently vacant on the CYC campus, or construct new spaces. Spaces that Alma will not use on a day-to-day basis include:

- Theater/Cafeteria (for cafeteria use only – use as a theater will continue on a negotiated basis with the CYC)
- Four (4) full-sized general purpose classrooms
- One (1) half-sized general purpose classroom
- One (1) science classroom
- First floor administration suite

#### *Changes in School Size, Class Size, Grade Level Configuration, Schedule*

Alma plans on growing from the current enrollment of 195 to a maximum of 300. No changes in class size, grade level configuration, or schedule are contemplated at this time

#### *Opportunities for Continuing/Increasing Shared/Joint Use*

Alma plans on continuing its long and successful relationship with the CYC. Shared use of selected facilities, such as the theater, is understood to benefit both partners. As the CYC and Alma both grow, adjustments in specifics of facility use and allocation will continue to be made, but the fundamental partnership is expected to endure. Both Alma and the CYC share a commitment to community service expressed in the use of their facilities.

## 2.2 Enrollment

### 2.2.1 Historic and Current Enrollment

Alma currently has 195 9th to 12th grade students based on 40th day count. The original charter and the renewal charter were approved to accept 290 students. Because of current limited facility space, student enrollment is limited. The *Facility Master Plan* (FMP) that will accompany the charter renewal for 2014-2019 allows for physical facility growth to permit

Alma d'arte Charter High School Facility Master Plan

enrollment of 300 students. The chart below shows the enrollment history for the past five years.

2007-2008 040D

GRADE	TOTAL
09	45
10	42
11	45
12	39

TOTAL 171

2007-2008 EOY

GRADE	TOTAL
9	41
10	37
11	46
12	40

TOTAL 164

2008-2009 040D

Grade	TOTAL
09	35
10	45
11	39
12	39

TOTAL 158

2008-2009 EOY

Grade	TOTAL
09	35
10	47
11	38
12	39

TOTAL 159

2009-2010 040D

Grade	TOTAL
09	46
10	38
11	44
12	37
TOTAL	165

2009-2010 EOY

Grade	TOTAL
09	42
10	38
11	41
12	39
TOTAL	160

2010-2011 040D

Grade	TOTAL
09	48
10	43
11	44
12	42
TOTAL	177

2010-2011 EOY

Grade	TOTAL
09	47
10	44
11	39
12	37
TOTAL	167

2011-2012 040D

Grade	TOTAL
09	45
10	49
11	54
12	40

TOTAL 188

2011-2012 EOY

Grade	TOTAL
09	47
10	50
11	54
12	33

TOTAL 184

#### 2.2.2 Projected Enrollment

Alma plans on requesting an enrollment of 300 students in its Charter Renewal. Projected enrollment will increase from 195 to 300 students as physical facility renovation and student applications permit. The growth starts in the 2013-14 school year with 25 students and then 20 students for each year of the 5-year charter renewal

- • 2013-14 – 25 students

Charter Renewal time frame

- • 2014-15 – 20 students
- • 2015-16 – 20 students
- • 2016-17 – 20 students
- • 2017-18 – 20 students
- • 2018-19 – 20 students

#### 2.2.3 Classroom Loading Policy

Alma does not plan any changes in its existing classroom loading policy. Projected class size will remain at 15-18 students.

#### 2.2.4 Classroom Needs

An analysis of the requirements for the existing enrollment of 195 and the projected incremental enrollment increases to the total projected enrollment of 300 is summarized in the following

# Alma d'arte Charter High School Facility Master Plan

tables: <sup>1</sup> Alma d'arte actual space needs will not exactly match these projections, as some of the needs will be met by alternate methods as indicated in the comments column of the following charts.

<b>220</b>	<b>Enrollment (2014-2015)</b>
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<i>SPACE</i>	<i>AREA</i>		<i>QTY</i>	<i>PSFA STANDARD/COMMENTS</i>
GEN CR	5,500	NSF	15	25 NSF/STUDENT
SCI CR	960	NSF	3	4 NSF/STUDENT + 80 NSF SCIENCE PREP
ART CR	1,160	NSF	3	5 NSF/STUDENT + 60 NSF STORAGE
<i>VISUAL ARTS</i>				
<i>PERFORMING ARTS</i>				
<i>MUSIC</i>				
COMPUTER	900	NSF	2	3 NSF/STUDENT OR 900 NSF MINIMUM
CAREER ED	880	NSF	2	4 NSF/STUDENT, 650 NSF MINIMUM
<i>CULINARY ARTS</i>				
SPED	545	NSF	1	450 NSF AND 80 NSF KITCHENETTE AND 15 NSF STORAGE
PHYS ED	6,800	NSF	1	MET BY DANCE PROGRAM
CAFET	1,100	NSF	1	15 NSF/ ONE-THIRD STUDENT BODY (3 SEATINGS)
KITCHEN	1,700	NSF	5	2 NSF/MEAL SERVED, 1,700 NSF MIN
MEDIA	660	NSF	1	3 NSF/STUDENT
ADMIN	480	NSF	1	150 NSF MIN AND 1.5 NSF/STUDENT
HEALTH	220	NSF	1	1 NSF/STUDENT
WORK RM	150	NSF	1	150 NSF MIN
FAC RM	-	NSF		OMIT
PARENT	150	NSF	1	1/2 NSF/STUDENT, 150 NSF MIN
CUSTODIAL	110	NSF	1	0.5 NSF/STUDENT
GEN STOR	220	NSF	1	1 NSF/STUDENT
CR STOR	440	NSF	1	2 NSF/STUDENT
SUBTOTAL REQUIRED	21,975	NSF		
NSF:				
TARE (MAX 30%):	9,418	SF		
TOTAL PROJECTED	31,393	GSF		
GSF:				

<sup>1</sup> All space requirements were determined by the *New Mexico Public School Adequacy Planning Guide*, New Mexico Public School Facilities Authority, July 15, 2010.



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MAX ALLOWABLE GSF: 46,200 GSF

Alma d'arte Charter High School Facility Master Plan

<b>240</b>	<b>Enrollment (2015-2016)</b>
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<i>SPACE</i>	<i>AREA</i>		<i>QTY</i>	<i>PSFA STANDARD/COMMENTS</i>
GEN CR	6,000	NSF	16	25 NSF/STUDENT
SCI CR	1,040	NSF	3	4 NSF/STUDENT + 80 NSF SCIENCE PREP
ART CR	1,260	NSF	3	5 NSF/STUDENT + 60 NSF STORAGE
<i>VISUAL ARTS</i>				
<i>PERFORMING ARTS</i>				
<i>MUSIC</i>				
COMPUTER	900	NSF	2	3 NSF/STUDENT OR 900 NSF MINIMUM
CAREER ED	960	NSF	2	4 NSF/STUDENT, 650 NSF MINIMUM
<i>CULINARY ARTS</i>				
SPED	545	NSF	1	450 NSF AND 80 NSF KITCHENETTE AND 15 NSF STORAGE
PHYS ED	6,800	NSF	1	MET BY DANCE PROGRAM
CAFET	1,200	NSF	1	15 NSF/ ONE-THIRD STUDENT BODY (3 SEATINGS)
KITCHEN	1,700	NSF	5	2 NSF/MEAL SERVED, 1,700 NSF MIN
MEDIA	720	NSF	1	3 NSF/STUDENT
ADMIN	510	NSF	1	150 NSF MIN AND 1.5 NSF/STUDENT
HEALTH	240	NSF	1	1 NSF/STUDENT
WORK RM	150	NSF	1	150 NSF MIN
FAC RM	-	NSF		OMIT
PARENT	150	NSF	1	1/2 NSF/STUDENT, 150 NSF MIN
CUSTODIAL	120	NSF	1	0.5 NSF/STUDENT
GEN STOR	240	NSF	1	1 NSF/STUDENT
CR STOR	480	NSF	1	2 NSF/STUDENT
SUBTOTAL REQUIRED	23,015	NSF		
NSF:				
TARE (MAX 30%):	9,864	SF		
TOTAL PROJECTED	32,879	GSF		
GSF:				
MAX ALLOWABLE GSF:	50,400	GSF		

Alma d'arte Charter High School Facility Master Plan

<b>260</b>	<b>Enrollment (2016-2017)</b>
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<i>SPACE</i>	<i>AREA</i>		<i>QTY</i>	<i>PSFA STANDARD/COMMENTS</i>
GEN CR	6,500	NSF	17	25 NSF/STUDENT
SCI CR	1,120	NSF	3	4 NSF/STUDENT + 80 NSF SCIENCE PREP
ART CR	1,360	NSF	4	5 NSF/STUDENT + 60 NSF STORAGE
<i>VISUAL ARTS</i>				
<i>PERFORMING ARTS</i>				
<i>MUSIC</i>				
COMPUTER	900	NSF	2	3 NSF/STUDENT OR 900 NSF MINIMUM
CAREER ED	1,040	NSF	3	4 NSF/STUDENT, 650 NSF MINIMUM
<i>CULINARY ARTS</i>				
SPED	545	NSF	1	450 NSF AND 80 NSF KITCHENETTE AND 15 NSF STORAGE
PHYS ED	6,800	NSF	1	MET BY DANCE PROGRAM
CAFET	1,300	NSF	1	15 NSF/ ONE-THIRD STUDENT BODY (3 SEATINGS)
KITCHEN	1,700	NSF	5	2 NSF/MEAL SERVED, 1,700 NSF MIN
MEDIA	780	NSF	1	3 NSF/STUDENT
ADMIN	540	NSF	1	150 NSF MIN AND 1.5 NSF/STUDENT
HEALTH	260	NSF	1	1 NSF/STUDENT
WORK RM	150	NSF	1	150 NSF MIN
FAC RM	-	NSF		OMIT
PARENT	150	NSF	1	1/2 NSF/STUDENT, 150 NSF MIN
CUSTODIAL	130	NSF	1	0.5 NSF/STUDENT
GEN STOR	260	NSF	1	1 NSF/STUDENT
CR STOR	520	NSF	1	2 NSF/STUDENT
SUBTOTAL REQUIRED	24,055	NSF		
NSF:				
TARE (MAX 30%):	10,309	SF		
TOTAL PROJECTED	34,364	GSF		
GSF:				
MAX ALLOWABLE GSF:	54,600	GSF		

Alma d'arte Charter High School Facility Master Plan

<b>280</b>	<b>Enrollment (2017-2018)</b>
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<i>SPACE</i>	<i>AREA</i>		<i>QTY</i>	<i>PSFA STANDARD/COMMENTS</i>
GEN CR	7,000	NSF	19	25 NSF/STUDENT
SCI CR	1,200	NSF	3	4 NSF/STUDENT + 80 NSF SCIENCE PREP
ART CR	1,460	NSF	4	5 NSF/STUDENT + 60 NSF STORAGE
<i>VISUAL ARTS</i>				
<i>PERFORMING ARTS</i>				
<i>MUSIC</i>				
COMPUTER	900	NSF	2	3 NSF/STUDENT OR 900 NSF MINIMUM
CAREER ED	1,120	NSF	3	4 NSF/STUDENT, 650 NSF MINIMUM
<i>CULINARY ARTS</i>				
SPED	545	NSF	1	450 NSF AND 80 NSF KITCHENETTE AND 15 NSF STORAGE
PHYS ED	6,800	NSF	1	MET BY DANCE PROGRAM
CAFET	1,400	NSF	1	15 NSF/ ONE-THIRD STUDENT BODY (3 SEATINGS)
KITCHEN	1,700	NSF	5	2 NSF/MEAL SERVED, 1,700 NSF MIN
MEDIA	840	NSF	1	3 NSF/STUDENT
ADMIN	570	NSF	2	150 NSF MIN AND 1.5 NSF/STUDENT
HEALTH	280	NSF	1	1 NSF/STUDENT
WORK RM	150	NSF	1	150 NSF MIN
FAC RM	-	NSF		OMIT
PARENT	150	NSF	1	1/2 NSF/STUDENT, 150 NSF MIN
CUSTODIAL	140	NSF	1	0.5 NSF/STUDENT
GEN STOR	280	NSF	1	1 NSF/STUDENT
CR STOR	560	NSF	1	2 NSF/STUDENT
SUBTOTAL REQUIRED	25,095	NSF		
NSF:				
TARE (MAX 30%):	10,755	SF		
TOTAL PROJECTED	35,850	GSF		
GSF:				
MAX ALLOWABLE GSF:	58,800	GSF		

Alma d'arte Charter High School Facility Master Plan

<b>300</b>	<b>Enrollment (2018-2019)</b>
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<i>SPACE</i>	<i>AREA</i>		<i>QTY</i>	<i>PSFA STANDARD/COMMENTS</i>
GEN CR	7,500	NSF	20	25 NSF/STUDENT
SCI CR	1,280	NSF	3	4 NSF/STUDENT + 80 NSF SCIENCE PREP
ART CR	1,560	NSF	4	5 NSF/STUDENT + 60 NSF STORAGE
<i>VISUAL ARTS</i>				
<i>PERFORMING ARTS</i>				
<i>MUSIC</i>				
COMPUTER	900	NSF	2	3 NSF/STUDENT OR 900 NSF MINIMUM
CAREER ED	1,200	NSF	3	4 NSF/STUDENT, 650 NSF MINIMUM
<i>CULINARY ARTS</i>				
SPED	545	NSF	1	450 NSF AND 80 NSF KITCHENETTE AND 15 NSF STORAGE
PHYS ED	6,800	NSF	1	MET BY DANCE PROGRAM
CAFET	1,500	NSF	1	15 NSF/ ONE-THIRD STUDENT BODY (3 SEATINGS)
KITCHEN	1,700	NSF	5	2 NSF/MEAL SERVED, 1,700 NSF MIN
MEDIA	900	NSF	1	3 NSF/STUDENT
ADMIN	600	NSF	2	150 NSF MIN AND 1.5 NSF/STUDENT
HEALTH	300	NSF	1	1 NSF/STUDENT
WORK RM	150	NSF	1	150 NSF MIN
FAC RM	-	NSF		OMIT
PARENT	150	NSF	1	1/2 NSF/STUDENT, 150 NSF MIN
CUSTODIAL	150	NSF	1	0.5 NSF/STUDENT
GEN STOR	300	NSF	1	1 NSF/STUDENT
CR STOR	600	NSF	2	2 NSF/STUDENT
SUBTOTAL REQUIRED	26,135	NSF		
NSF:				
TARE (MAX 30%):	11,201	SF		
TOTAL PROJECTED	37,336	GSF		
GSF:				
MAX ALLOWABLE GSF:	63,000	GSF		

## 2.3 Site and Facilities

### 2.3.1 Location/Site

The school address is 402 West Court Avenue, Las Cruces, New Mexico. It is in the historic Alameda/Depot Neighborhood. The District is recognized as a State Historic District, and the Alma d'arte building is also listed on the State Register as a Historic Building.



Figure 4 - Location

### *Description of Sites and Facilities*

Alma is located in an historic WPA building, the former Court Junior High School. The facility's address is 402 West Court Avenue in Las Cruces, New Mexico. It is currently owned by the Las Cruces Public Schools, although the CYC is in negotiation to acquire the property.

The 4.5 acre campus consists of four buildings that comprise some 65,974 GSF.<sup>2</sup>

- Court Jr. High School (the historic WPA building):
 

First Floor Area:	27,913	GSF
Second Floor Area:	15,156	GSF
- Educational Services Center (ESC)
 

First Floor Area:	7,558	GSF
Second Floor Area:	7,558	GSF
- Two buildings currently called the LCPS Crossroads Campus.
 

Former Cafeteria Building:	5,418	GSF
Classroom Building:	2,371	GSF

<sup>2</sup> Building areas cited are determined by drawings provided to GSL by Alma d'arte and do not represent field-verified conditions. Areas were calculated per the requirements of the 2009 International Building Code, Section 502.1.

The property was a junior high school from 1941 until 1982 when the district closed the school and opened a new junior high school called Picacho Middle School.

The chronology of the property:

- 1936-1940 – construction of the Las Cruces Union Junior High School
- 1941 – September, the school opens
- Circa 1952 – two buildings on East side added as Home Economics and Cafeteria, now known as the LCPS Crossroads Campus
- 1959 – Name changed to Court Jr. High School
- Circa 1960's – New 2-story science wing built. Now called Educational Service Center (ESC).
- 1982-84 – West end of the original school building used as a teacher center
- Circa 1990's – LCPS moves into ESC and two buildings on East side
- 1993 – 25-year lease signed between LCPS and City of Las Cruces for original building to become a youth center called Court Youth Center and CYC responsible for securing funds for renovation with the City as fiscal agent
- 1993-2004 – Court Youth Center secures \$3.1 million in capital outlay to renovate the original WPA school building
- 1996 – Court Youth Center opens in 11,000 square feet as a youth center
- 2002 – Court Youth Center submits and receives a charter to start Alma d'arte Charter High School
- 2004 – Alma d'arte opens in the Court Youth Center as a locally authorized charter school
- 2009 – Alma submits and receives charter renewal for 2009-2014 as a state authorized charter

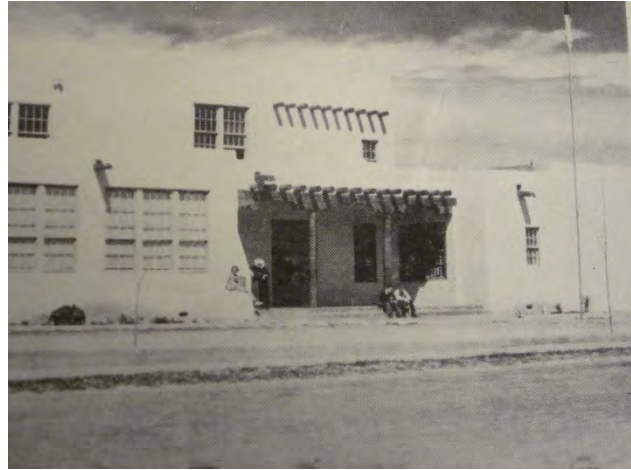


Figure 5 - Court Jr. High 1941

Currently the LCPS District would like to sell the property. The City of Las Cruces and the Court Youth Center are negotiating the purchase of the property that will house Court Youth Center on the first floor, Alma on the second floor and in other buildings on the CYC site.



#### 2.3.4 Facility Evaluation

##### *Summary of Facility Condition Evaluation (FAD Executive Summary Report)*

Note: The complete FAD is provided in Section 5.7.

Alma d'arte High School is located at 402 W. Court Ave. in Las Cruces, New Mexico. It is a State Charter School and is not part of the Las Cruces School District; however the district does acknowledge its presence and is currently revising its Master Plan to include it. This charter school is used for the development of the creative arts therefore many of the areas are devoted to larger classrooms for instructional purposes. Alma is currently housed in the 2-story original WPA building which forms the core of the campus. This building contains a gross area of 43,069 SF. It was previously used as Jr. High School and as a community center. Approximately 6,934 SF at the West end of the facility and approximately 6,684 SF at the North end of the building needs to be renovated and is unusable or marginal space. Total unusable space is approximately 13,618 SF. It is below adequacy standards required for Charter schools; specifically it has insufficient general classroom space. Occupancy includes 195 students ninth through twelfth grades, and a staff of 27. As of this report it is anticipated that there will be a total of 300 students enrolled by the end of the 2014-2019 charter period. The total campus is made up of four buildings, only one of which is currently used by Alma. There are two portables on site. It is anticipated that the portables will be removed upon transfer of ownership of the property. There have been four previous renovations from legislative and grant appropriations. These remodels include 11,000 SF in 1996, 6,000 SF in 1998, and the balance of the renovated area in 2001. The building is on the National Historical site register.

**Site:** The school site is approximately 400' x 700' with no paved parking spaces, and one athletic playing field. There are two designated on-street handicapped spaces. Several other non school buildings are on the site. Parking is only at the street property lines and some in the rear. The site is part of several acres owned by the Las Cruces Public School District. The campus building is leased to the City of Las Cruces and the City in turn leases the space to the CYC and the CYC leases the space to Alma as a sub-lessee. There are sidewalks around the building and are in good to fair shape. There is landscaping and perimeter fencing. Site drainage is generally adequate and drains to the three adjacent streets.

**Structural/Exterior Closure:** The building rests on footings and the design includes masonry brick veneer with architectural features of the Pueblo Revival Style 1930s. The building is an "L" two-story shape with a flat roof. The building appears to be structurally sound with no roof leaks. Most or all of the windows are operable in wood and metal casings.

**Interiors:** Interior wall partitions are wood framed or hollow clay tile with painted plaster or gypsum board walls. There are 2' x 4' standard suspended acoustic tile ceilings in good shape in the areas that have been renovated. Flooring is vinyl composition tile and carpet. Interior doors and hardware in the upgraded areas are commercial type with commercial type ADA hardware.

## Alma d'arte Charter High School Facility Master Plan

**Mechanical/Plumbing:** Heating and air conditioned is supplied by gas fired, zoned roof top units. The units are in good shape in the renovated areas of the buildings.

There are exhaust fans in the bathrooms. Plumbing fixtures are in good condition in the renovated areas and in fair to poor condition in the areas that are not renovated.

**Electrical:** The electrical system is fed through an overhead line to the building and delivers single phase 110 single phase and 220 three-phase to the structure. Lighting is typically florescent 2' x 4' recessed. Lighting appears to be adequate in most areas. There are exit lights at all renovated exit doors, and some emergency lighting. There is no emergency backup generator.

**Fire Protection:** There is a fire alarm system. The system appears to be above adequacy under current codes. There are fire extinguishers but no fire suppression system. The school does not have a security system.

Current Repair Cost: \$2,117,600  
(Est. 13,618 SF @ \$100.00 = \$1,361,800.00)  
(Est. 15,116 SF @ \$50.00 = \$755,800.00)

Current Replacement Cost: \$6,460,350  
(Est. 43,069 SF @ 150 = \$6,460,350.00)

### Statewide Adequacy Standards

#### General Requirements

REQUIREMENT	COMPLIANCE/COMMENTS
Building Structural Soundness	Yes
Weather Tight Exterior Envelope	Yes
Interior Surface Condition	Unrenovated areas in west and north portions of school are in poor condition.
Interior Finish Harmful Elements	Due to the age of the facility, it is assumed that remediation of lead-based paint and asbestos will be required in areas that have not yet been renovated.
Building System Integrity	Yes
Plumbing Type/Accessibility	Yes
Adequate Fire Alarm System	Yes
Adequate 2-way Communication System	Yes

## Alma d'arte Charter High School Facility Master Plan

### Site

REQUIREMENT	COMPLIANCE/COMMENTS
Student Drop-Off Pedestrian Pathway	None provided
Drainage	
Protection of Building Structural Integrity	Drainage is adequate.
Potential of Flooding, Ponding, or Erosion	Unknown
Security	
Pre-School Play Area Fenced	N/A (School is 9-12 Grades only)
Special Needs Play Area Fenced	N/A (School is 9-12 Grades only)
Kindergarten Play Area Fenced	N/A (School is 9-12 Grades only)
K-6 Play Area Fenced	N/A (School is 9-12 Grades only)

### Academic Classrooms

REQUIREMENT	COMPLIANCE/COMMENTS
Classroom Space	25 NSF/student
Lighting	50 foot candles at classroom work surfaces
Temperature Range	68 and 75 degrees Fahrenheit
Acoustics	55 decibels/reverberation 0.6-0.6 seconds
Air Quality (CO2 PPM)	

## Alma d'arte Charter High School Facility Master Plan

### 2.3.5 Statewide Adequacy Standards

Alma d'arte's current enrollment is 195 students. Based on this enrollment, a standard state high school would require the following facilities according to the *New Mexico State Adequacy Standards*:

Category	Requirement	Existing	Comments
General Classrooms:	4,875 NSF	4,483 NSF	A portion of this space has not been renovated and does not meet Adequacy requirements.
Science Classrooms:	860 NSF	591 NSF	Additional Science Space is required.
Art/Music Education:	1,035 NSF	3,439 NSF	A portion of this space has not been renovated and does not meet Adequacy requirements
Technology-Aided Instruction:	900 NSF	616 NSF	Supplemented w/mobile lab
Career Education	780 NSF	616 NSF	Culinary Program
Special Education	545 NSF	399 NSF	Supplemented w/Admin. Space
Physical Education:	6,800 NSF	1,920 NSF	Provided through Dance Program, uses Stage
Library/Media Center:	585 NSF	0 NSF	Media Center required. School currently uses Las Cruces Public Library, which is within walking distance of the school.
Food Services:	975 NSF	2,800 NSF	Multipurpose Room
Kitchen:	1,700 NSF	0 NSF	Culinary Program space doubles as kitchen
Administration:	443 NSF	1,613 NSF	Includes some space used by CYC
Health/Counseling:	195 NSF	0 NSF	Included in administration space
Faculty Workroom:	195 NSF	0 NSF	Included in administration space
Classroom Storage	390 NSF	1,204 NSF	Primarily Culinary Program storage
General Storage:	195 NSF	3,270 NSF	2nd Floor of West Wing
Custodial:	98 NSF	109 NSF	Adjacent to Elevator
Total Net Programmable Area:	20,825 NSF	Net areas provided by current facilities	

## Alma d'arte Charter High School Facility Master Plan

Based on the chart shown above, Alma fails to meet State Adequacy Standards for its enrollment of 195 students by 292 NSF in general classroom space (NMAC §6.27.30.12).

Other areas of deficiency include:

- Weather Tight Exterior Envelope (CYC Main Building, West Wing)
- Interior Surface Condition (CYC Main Building, West Wing and North Wing)
- Student Drop-Off Pedestrian Pathway (None provided on site)
- Lighting (Assumed inadequate in unrenovated portions of CYC Main Building – West Wing and North Wing)
- Acoustics (Assumed inadequate throughout CYC Main Building)
- Air Quality (No CO2 monitoring or mechanical air delivery system through CYC Main Building)

Total Maximum Gross School Area:	44,850 GSF	Based on Appendix A of the <i>New Mexico Public School Adequacy Planning Guide</i> and enrollment of 195 students
----------------------------------	------------	---

The total area of the CYC Main Building is 43,069 GSF. Significant portions of this space are either not occupied by Alma or in joint use with the CYC. These include (1) the dressing rooms in the West Wing (1,309 GSF), (2) Storage for the Theater/Stage Area (672 GSF), and (3) Second Floor Offices (1,444 GSF). Subtracting these spaces, the total area occupied by Alma in the CYC Main Building is 39,914 GSF which is within PSFA maximum gross school area limitations per the above table.



Figure 6 - North Wing Classroom



Figure 7 - North Wing Classroom Floor



Figure 8 - North Wing Entrance



Figure 9 - Culinary Classroom

Figures 6 and 7 above illustrative typical hazards existing in the unrenovated space in CYC Main Building and the West wing. Figure 8 above illustrates typical condition of unrenovated exterior doors/windows at CYC Main Building. Figure 9 above illustrates the condition of the Culinary Classroom (Career Education)

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2.4 Utilization and Capacity

2.4.1 Utilization

MIDDLE/HIGH SCHOOL UTILIZATION WORKSHEET

		1	2	3		4										5	6	7	8																									
Rm #	Class NSF	# of St./Sq. Ft.	PED MAX PTR/Clm	A.S. Y/N	PERIOD 1					PERIOD 2					PERIOD 3					PERIOD 4					PERIOD 5					PERIOD 6					PERIOD 7					Tot. St.	PED Max. PTR /Day	Tot. % Rm Occ. / Day	# of Pd.'s / Day	% Pd. / Day
					Time: 8:15 - 9:45					Time:					Time:					Time:					Time:					Time:					Time:									
					# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject					
101	583	23	30		22	96%				17	74%				19	83%				17	74%				14	61%				20	87%				126		78%	7	100%					
102	666	27	30		22	81%				22	81%				0	0%				16	59%				15	58%				0	0%				91		48%	5	71%					
106	633	25	30		0	0%				0	0%				20	80%				0	0%				12	48%				21	84%				63		38%	4	57%					
108	595	24	30		19	79%				31	129%				0	0%				17	71%				17	71%				15	63%				99		59%	5	71%					
110	618	25	30		12	48%				0	0%				14	58%				26	104%				0	0%				29	116%				106		61%	5	71%					
115	381	15	30		15	100%				45	300%				0	0%				16	107%				15	100%				0	0%				91		87%	4	57%					
116	579	23	30		0	0%				21	91%				0	0%				48	209%				0	0%				0	0%				69		43%	2	29%					
117	588	24	30		19	79%				0	0%				19	79%				0	0%				35	146%				35	146%				108		64%	4	57%					
206	618	25	30		0	0%				10	40%				15	60%				0	0%				20	80%				15	60%				70		40%	5	71%					
208	578	23	30		64	278%				0	0%				14	61%				14	61%				0	0%				4	17%				96		60%	4	57%					
209	625	25	30		15	60%				14	56%				0	0%				38	152%				0	0%				0	0%				67		38%	3	43%					
210	576	23	30		0	0%				0	0%				15	65%				14	61%				0	0%				0	0%				29		18%	2	29%					
211	588	24	30		0	0%				0	0%				0	0%				13	54%				31	129%				0	0%				44		26%	2	29%					
213	586	23	30		8	35%				8	35%				14	61%				0	0%				14	61%				14	61%				60		37%	5	71%					
Subt	1,920	77	30		12	40%				6	20%				13	43%				7	23%				0	0%				0	0%				38		18%	4	57%					
Subt	1,652	66	30		13	43%				19	63%				13	43%				4	13%				12	40%				20	67%				86		41%	7	100%					
					69%					66%					39%					39%					46%				53%				38%		1,242		47%		81%					

1) Max # of St./Sq. Ft. = The maximum number of students allowed per the Statewide Adequacy Standards square feet.

2) PED Max PTR/Clm = PED's maximum pupil / teacher ratio per class period.

3) % Rm Occ. = The number of students column divided by either the PED Max PTR/Clm column or the Max # of St./Sq. ft column, which ever column is the smaller maximum allowed by A.S. or PED.

4) Tot. St. = The total number of students in the specific instructional space throughout the day.

5) PED Max. PTR/Day = The maximum pupil teacher ratio allowed by PED for specific teacher per day allowed.

6) Tot. % Rm Occ. / Day = Total average percentage room is occupied throughout the day. (count all periods in average)

7) Occ. # of Pd.'s / Day = Occupied number of periods occupied per day. (Prep period may be counted as utilized if teacher does not have a separate office from classroom)

8) % Pd. / Day = The average percent of occupied periods (occupied number of periods divided by the number of periods available per day).

GRADE LEVEL	CURRENT STUDENT 40TH DAY COUNT	NUMBER OF / SPECIAL NEEDS STUDENTS PER GRADE	CURRENT NUMBER OF TEACHERS	NUMBER OF TEACHING SPACES
6th Grade	0	0	0	0
7th Grade	0	0	0	0
8th Grade	0	0	0	0
9th Grade	45	0	4	4
10th Grade	53	0	4	4
11th Grade	51	0	4	4
12th Grade	50	0	4	4
TOTALS	199	0	16	16

Number of Lunch Turns Per Day	1
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The utilization analysis shown in the above chart was prepared from the PSFA Middle/High School Utilization Worksheet using current school year data.

Chart 4 – PSFA Middle/High School Utilization Worksheet

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#### 2.4.2 Capacity

##### *Functional Student Capacity*

Functional student capacity for a charter school is based on general classroom area meeting *New Mexico Public School Facility Adequacy Standards*, specifically those cited in NMAC §6.27.30.8; §6.27.30.10(A), (C), and (D); and §6.27.30.12(A), (C), (D), (E), and (F). The chart on the following page summarizes the classroom spaces currently in use by Alma and their status relative to each required adequacy standard.

Alma currently has 4,483 NSF of general classroom space. This would be adequate for a total of 179 students based on a loading of one student per 25 NSF of general classroom space. The current enrollment of 195 exceeds the capacity of general classroom space provided at Alma.

While not specifically required to meet New Mexico State Adequacy Standards for Science, Technology, Art, and Career Education classrooms, Alma is particularly deficient relative to these standards in science classroom space (591 SF compared to a required 860 NSF for the current enrollment).

##### *Anticipated Student Capacity and Efficiency of Facility Use*

Alma expects to grow its enrollment over the next five years to a total of 300 students. This will require more than 3,000 NSF of additional general classroom space. Any change in the facilities occupied by Alma on the CYC campus will need to take into consideration these needs. Other issues that will need to be addressed in future renovation and expansion plans include:

- Repairing or replacing window and door enclosures which are not weather tight (Rooms 208, 210, 211, 213, and West Wing)
- Repairing or replacing damaged interior surfaces (Rooms 208, 210, 211, 213, and West Wing)
- Addressing acoustic issues in classrooms to the degree that is compatible with the historic status of the main CYC building (All currently occupied classrooms in main CYC Building)
- Constructing a student drop-off and associated pedestrian pathway to the primary entrance to the school (future entrance is expected to be adjacent to North Armijo Street)
- Addressing heating and cooling issues in deficient spaces (Rooms 208, 210, 211, 213, and West Wing)
- Installing CO2 sensors and mechanical ventilation in all spaces not currently so equipped

Overall efficiency of space is expected to increase as new or renovated spaces will be constructed in line with Alma's desired class size of 15-18 students.

# Alma d'arte Charter High School Facility Master Plan

RM NO	ROOM NAME	AREA	NMAC 6.27.30.8							
			(A.1)	(A.2)	(A.3)	(A.4)	(B.1)	(B.2)	(B.3)	(B.4)
N/A	Site-Wide		N/A	N/A	N/A	N/A	N/A	PASS	N/A	N/A
101	History	567	P	P	P	P	P	N/A	P	P
106	General Classroom	572	P	P	P	P	P	N/A	P	P
107	Theater/Stage	2800	P	P	P	P	P	N/A	P	P
108	General Classroom	572	P	P	P	P	P	N/A	P	P
110	Science Classroom	591	P	P	P	P	P	N/A	P	P
115	General Classroom	380	P	P	P	P	P	N/A	P	P
116	Career Education	616	P	F	F	P	P	N/A	P	P
117	General Classroom	588	P	F	F	P	P	N/A	P	P
202	General Classroom	399	P	P	P	P	P	N/A	P	P
206	General Classroom	638	P	P	P	P	P	N/A	P	P
208	General Classroom	550	P	F	F	P	P	N/A	P	P
209	General Classroom	616	P	P	P	P	P	N/A	P	P
210	Art Education	572	P	F	F	P	P	N/A	P	P
211	Art Education	616	P	F	F	P	P	N/A	P	P
213	Art Education	616	P	F	F	P	P	N/A	P	P
RM NO	ROOM NAME	AREA	NMAC 6.27.30.8				NMAC 6.27.30.12			
			(A)	(C)	(D)	(A)	(C)	(D)	(E)	(F)
N/A	Site-Wide		F	P	P	F	N/A	N/A	N/A	N/A
101	History	567	N/A	N/A	N/A	N/A	P	P	F	F
106	General Classroom	572	N/A	N/A	N/A	N/A	P	P	F	F
107	Theater/Stage	2800	N/A	N/A	N/A	N/A	P	P	F	F
108	General Classroom	572	N/A	N/A	N/A	N/A	P	P	F	F
110	Science Classroom	591	N/A	N/A	N/A	N/A	P	P	F	F
115	General Classroom	380	N/A	N/A	N/A	N/A	P	P	F	F
116	Career Education	616	N/A	N/A	N/A	N/A	F	F	F	F
117	General Classroom	588	N/A	N/A	N/A	N/A	F	F	F	F
202	General Classroom	399	N/A	N/A	N/A	N/A	P	P	F	F
206	General Classroom	638	N/A	N/A	N/A	N/A	P	P	F	F
208	General Classroom	550	N/A	N/A	N/A	N/A	F	F	F	F
209	General Classroom	616	N/A	N/A	N/A	N/A	P	P	F	F
210	Art Education	572	N/A	N/A	N/A	N/A	F	F	F	F
211	Art Education	616	N/A	N/A	N/A	N/A	F	F	F	F
213	Art Education	616	N/A	N/A	N/A	N/A	F	F	F	F

## 2.5 Technology

Alma has a digital lab as well as three mobile computer labs for use in the classrooms as well as a school-wide wireless Internet capability.

Alma students and their parents must sign a Technology and Internet Resources Permission Form indicating their knowledge of, and agreement to terms and conditions of use of school technology resources. Failure to follow the acceptable use procedures may result in loss of



their privileges to use these tools and may result in disciplinary action up to and including suspension, expulsion, and termination. Alma d'arte strictly adheres to the following guidelines:

*All technology resources must be used in a responsible, efficient, ethical and legal manner and in accordance with Alma d'arte mission, goals, and academic priorities.*

*In order to access the Alma d'arte computer network, students are provided with a username and password to use as to log into a computer. Students need to keep their passwords private and not use another student's password. All students are required to log out before class is over or when they leave the computer lab.*

*Internet access is available to everyone at Alma d'arte. The goal in providing these services to everyone is to promote educational excellence by facilitating resource sharing, innovation, and communication. The use of the Internet must be in support of education (such as research) and be consistent with the educational objectives of Alma d'arte. Use of another organizations network or computing resources must comply with the rules appropriate to that network.*

*Students and staff who check-out a computer must return the computer in the same condition when checked out. Issues that do occur must be immediately reported to the IT Administrator.*

*Transmission of any material in violation of any federal or state regulations is prohibited. The Children's Internet Protection Act (CIPA) is a federal law enacted by Congress in December 2000 to address concerns about access to offensive content over the Internet on school and library computers. This includes, but is not limited to, copyrighted, threatening, or obscene material.*

All uses of the Internet must comply with the Children's Internet Protection Act (CIPA, 47 U.S.C.254, as amended).

## **2.6 Energy Management**

### **2.6.1 Energy Assessment**

No energy assessment report exists for the Alma facility.

### **2.6.2 Energy Efficiency Recommendations**

No energy efficiency recommendations exist for the Alma facility.

### **2.6.3 Energy Management Plan**

Alma recognizes that a building system energy usage impacts the school's ability to meet educational needs and fiscal responsibility. In addition, the renovation in 1996 was in compliance to historic needs and ambiance and decisions were made to maintain the "feel" of the original

building. Alma minimizes energy consumption by the staff's awareness to electricity usage and common-sense conservation guidelines and implementation of behavioral solutions in both classrooms and operations. The future renovations will include LEED emphasis where available and accessible.

The Governance Council will create an Energy Management Plan in the charter renewal process to ensure efficient use of energy resources, the protection of the environment, and the responsible employment of the financial resources available to Alma. Faculty, staff, and students are expected to contribute to energy efficiency by developing their own awareness of the need to conserve energy and by being an "energy saver" through their judicious use of energy.

Suggested Goals to the plan may include

- Reduce energy consumption and green house gas emission through implementation of behavior modification programs.
- Raise awareness among staff and students regarding the need to use energy responsibly`
- Realize energy savings through facility retrofits when renovating or building new areas.

### 3.0 Proposed Facility Requirements (Ed Spec)

#### 3.1 Facility Goals and Concepts

##### 3.1.1 Goals to be met by School Facility

Alma has a long history of close affiliation with the Court Youth Center and does not anticipate relocating from the current campus at 402 W. Court Avenue in Las Cruces, New Mexico. A historic WPA building constitutes the core of this facility with several more recent ancillary structures also on the site. Collectively, these served as the Court Junior High School for Las Cruces Public Schools. The largest of the newer buildings is a two-story structure to the northwest of the original school built as a science and career education facility in the 1960s.

This facility, known as the Educational Services Center or ESC Building, is currently unused and available for renovation. Alma is aware of the need for some remediation of hazardous materials in this facility. The two smaller single story buildings to the east of the historic WPA building are currently used by the LCPS Crossroads School. Its spaces are generally in good condition and immediately usable. The major drivers for future change are (1) growth in CYC programs, resulting in the need to relocate some Alma classrooms and administrative spaces, and (2) growth in enrollment at Alma due to community recognition of the excellence of education that the school provides. Secondary drivers include the need to provide additional space in specific program areas (science) and the need to renovate certain substandard spaces (west wing art classrooms).

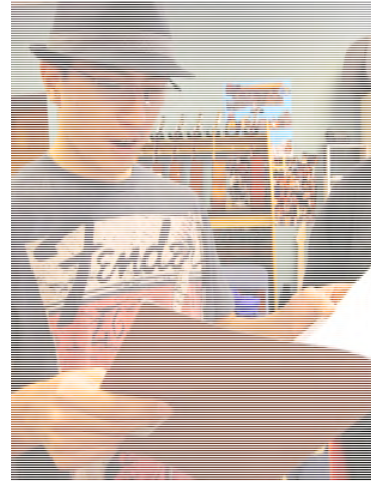


Figure 10 - Alma Voice Program



Figure 11 - LCPS Crossroads School



Figure 12 - Crossroads Interior

Specific goals include the following:

- Relocate Alma from existing ground floor spaces in the historic Court Junior High School so that CYC can expand its community programs.
- Provide additional space to meet increased enrollment.



- Provide facilities that are healthy, safe, and appropriate to the mission of the school as an arts-centered high school.

*House Bill 283*

D.	<i>On or after July 1, 2015, a new charter school shall not open and an existing charter shall not be renewed unless the charter school:</i>
(1)	<i>is housed in a building that is:</i>
(a)	<i>owned by the charter school, the 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</i>
(b)	<i>subject to a lease-purchase arrangement that has been entered into and approved pursuant to the Public School Lease Purchase Act; or</i>
(2)	<i>if it is not housed in a building described in Paragraph (1) of this subsection, demonstrates that:</i>
(a)	<i>the facility in which the charter school is housed meets the statewide adequacy standards developed pursuant to the Public School Capital Outlay Act and the owner of the facility is contractually obligated to maintain those standards at no additional cost to the charter school or the state; and</i>
(b)	<i>either</i>
1)	<i>public buildings are not available or adequate for the educational program of the charter school; or</i>
2)	<i>the owner of the facility is a nonprofit entity specifically organized for the purpose of providing the facility for the charter school.</i>

Alma is housed in the Court Youth Center which is currently owned by the Las Cruces Public School District (LCPS). Negotiations are underway to transfer ownership from LCPS to the CYC. Alma anticipates that it will be able comply with the provisions of HB 283 under the provisions of Paragraph (2) as noted above.

**3.1.2 Concepts**

**Safety**

Work with the City of Las Cruces to dedicate curb space with short-term parking for a student drop-off and pick-up area.

**Flexibility**

Develop spaces in a way that maximizes future flexibility of curriculum.

**Program**

Develop facilities that reflect Alma's arts-centered approach to education

**Security**

Provide all facilities in use on the site with appropriate security lighting and alarm systems to allow safe use and continuous monitoring of the property.

### Utilities

Renovate the facility in ways that minimize or reduce future utility demands.

### Sustainability

Consider LEED® criteria in all future renovations and expansions. LEED® certification of the facility will not be a goal.

### Community Use

Develop spaces that encourage and make easy continued and expanded community use.

### History

Maintain the historic character of the original WPA Court Junior High School.

## 3.2 Space Requirements

### 3.2.1 Space Summary

Alma currently inhabits a portion of a campus that contains a gross area of 65,974 SF. The school is being asked to vacate 22,262 GSF of ground floor space in the main CYC building to accommodate expansion of CYC programs. This leaves approximately 5,651 GSF of ground floor space available to Alma in its current building. Alma will continue to occupy 15,156 GSF on the second floor of this building. All of the ground floor space and 4,626 GSF of second floor space are substandard per at least one State adequacy requirement. Future plans to accommodate 300 students will increase the school's space requirements and exacerbate these deficiencies.

In order for the school remains at this site, additional existing unused space will need to be renovated to meet adequacy standards. Due to Alma's long-standing and close relationship with the CYC, it is highly desirable for the school to remain at this location.

For the projected enrollment of 300 students, Alma is expected to require slightly more than 25,000 GSF of space (See chart pages 29-30).

- Ground Floor CYC: 5,651 GSF
- Second Floor CYC: 15,156 GSF
- South Building Crossroads School: 5,418 GSF
- North Building Crossroads School: 2,371 GSF
- Ground Floor ESC: 7,558 GSF
- Second Floor ESC: 7,558 GSF

As can be determined from the list above, existing available spaces provide slightly more than 43,700 GSF of space available for use after renovation on the existing CYC campus.

### 3.2.2 Site Requirements

Alma d'arte is located immediately to the west of downtown Las Cruces in the Alameda Depot Historic Neighborhood. The school site is approximately 400' x 700' with no paved parking spaces, and one athletic playing field. There are two (2) designated street handicapped spaces. Parking is limited to street parking adjacent to the school. The sidewalks around the building are in good to fair shape, but do not meet accessibility standards. Some alteration of site access is anticipated with the future construction of an accessible pick-up/drop-off area (location to be determined). The landscaping and perimeter fencing require maintenance. Site drainage is reported to be adequate, draining to the three adjacent streets.

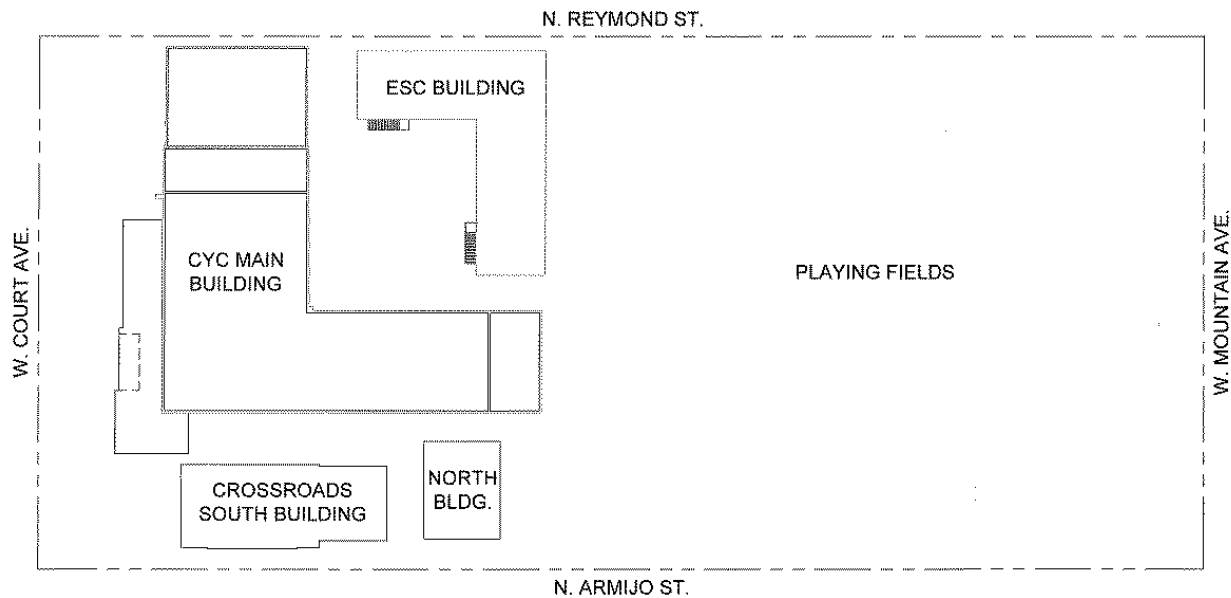


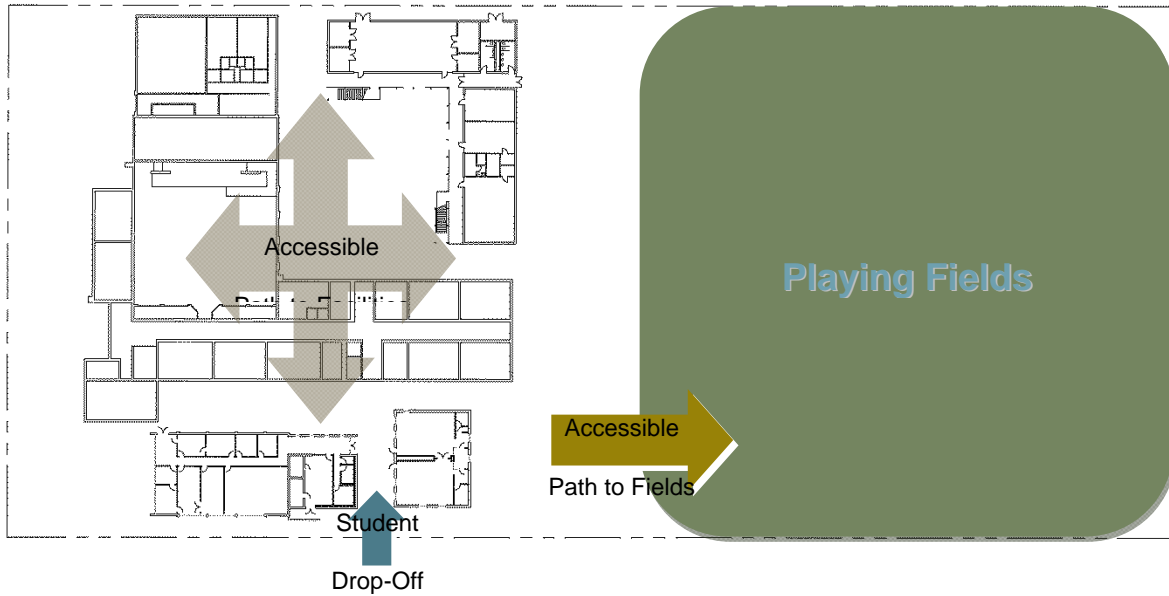
Figure 13 – Alma Site Plan

It is anticipated that the basic layout of the site will not change over the next five years, however the main entrance to the school may change to the entrance currently used by the Crossroads School on the east side of the campus, off of North Armijo Street.

Various hazardous steps, retaining walls, and other similar conditions will need to be evaluated on the site and modified to provide for safe and accessible use of the site. These should be documented and prioritized for repair or replacement as part of future site improvements.

The courtyard surrounded by the main CYC building and the ESC Building is in poor condition. Truck access from the west (North Reymond Street) needs to be maintained for CYC theater operations. An accessible route needs to be provided across the courtyard.

The primary missing requirement for site improvements is the student drop-off and pedestrian pathway required under NMAC §6.27.30.10(A.1). Other essential site improvements include providing an accessible route to the playing fields north of the school and between all parts of the campus used by Alma students, faculty, staff, and visitors.



### 3.2.3 Descriptions and Diagrams of Required Spaces

#### *General Programmatic Layout*

The required programmatic elements for Alma can be broken down into five general categories:

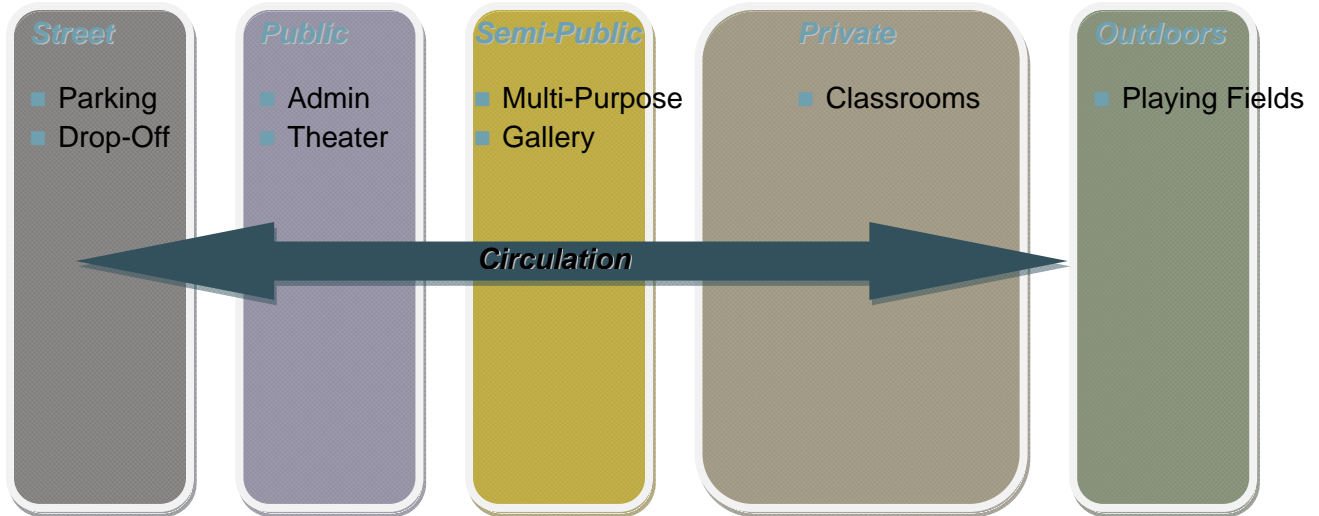
#### Transportation

In this group of functions, Alma needs to provide adequate parking for faculty, staff, and visitors, as well as to provide a safe student drop-off/pick-up area. It is anticipated that these functions will be provided on City streets surrounding the school as there is no space available on the site and no adjacent land available for acquisition.

#### Public

Access to the school for the general public needs to be limited for the safety of students, faculty, and staff. The Administration should be adjacent to the primary entrance and have visual control over it. The other space that requires public access is the performance space (theater). This space should be located so that it is easily secured for after-hours use.

## Alma d'arte Charter High School Facility Master Plan



*Diagram 1 - Conceptual Space Relationships*

### Semi-Public

Some spaces may be occasionally accessed by the public, but are primarily used by students. Examples of these spaces are the cafeteria/gym (multi-purpose room) and display space for student art. These spaces should be adjacent to the administrative area so that access can be controlled and monitored during the day, but capable of being closed off after hours.

### Private

Teaching space and associated support spaces (such as faculty workrooms) should have the greatest level of protection from unapproved and controlled public access.

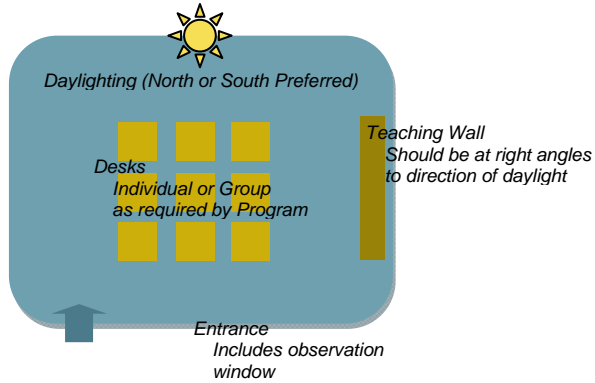
### Outdoors

The playing fields need to be protected during school hours but should be available to the neighborhood for after hours use.

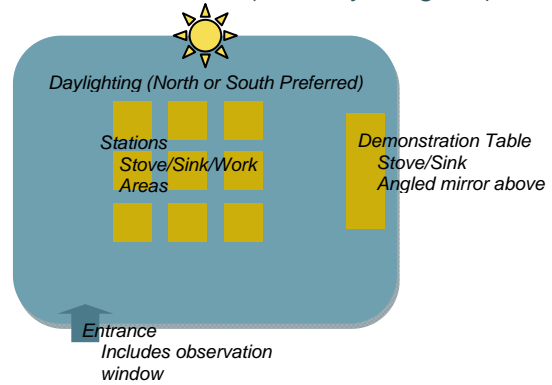
See the diagrams on the following page for conceptual layouts of major programmatic spaces.

### Individual Space Layout Diagrams

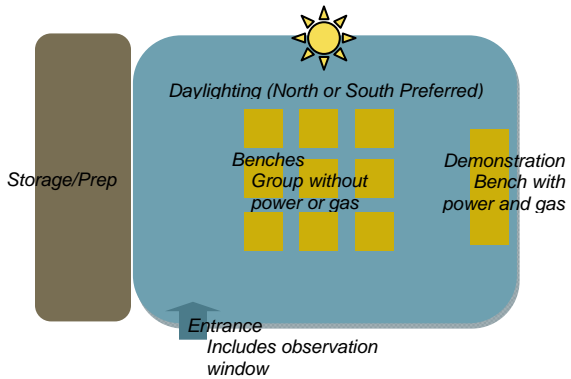
#### General Classrooms



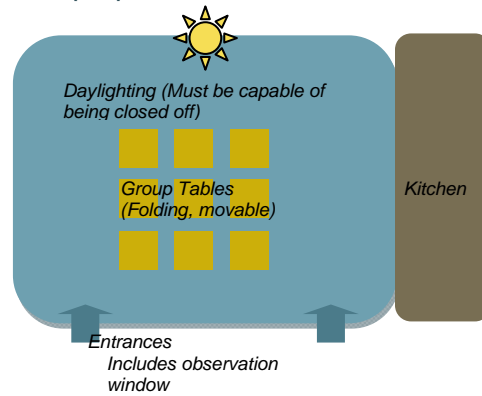
#### Career Education (Culinary Program)



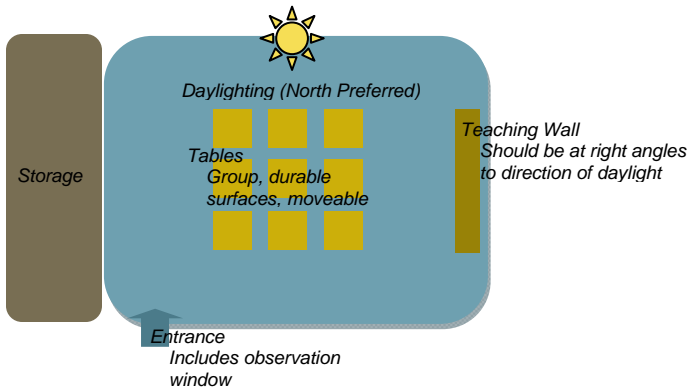
#### Science Classrooms



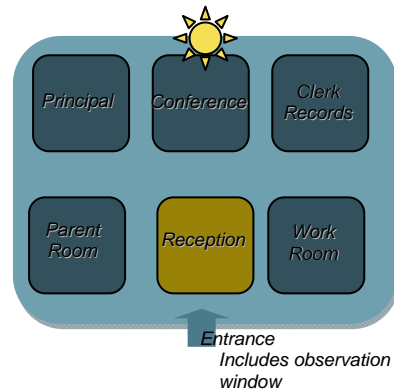
#### Multipurpose Room



#### Art Classrooms



#### Administration



### 3.2.4 Alternative Methods

Alma uses alternative methods for implementation of its physical education requirement. This is satisfied through a dance program that currently uses the stage and a standard classroom on the south side of the main theater space. In the future, it is anticipated that this program will take place in a multipurpose room that also serves as a cafeteria.

The focus of Alma's culinary program is training for professional cooking. The school uses this space for preparation of school meals and plans to continue to do so through future renovations.

Alma has been using a combination of Internet access and the nearby Las Cruces Public Library to meet its requirement for a media center. An element of the FMP includes renovation of existing space into an on-site media center for the school. Wi-Fi is currently provided throughout the building. This facilitates research and provides access to a wider variety of arts references than is customarily available in a library. These include on-line music and arts collections. Alma has a clear technology use policy in place that complies with the Children's Internet Protection Act (CIPA). While this has mitigated the need for a media center, it is anticipated that a media center will be a part of any future renovation/expansion plan.

### 3.2.5 Space Needs

Alma plans on meeting its future space needs through a phased series of moves, renovations, and a limited amount of new construction. Over the next charter period, this will allow the school to grow gradually to its projected enrollment of 300 students. The final breakdown of space requirements for a school of 300 using the alternative delivery methods outlined in 3.2.4 above is as follows:

<i>SPACE</i>	<i>AREA</i>		<i>QTY</i>	<i>PSFA STANDARD/COMMENTS</i>
GEN CR	7,500	NSF	20	25 NSF/STUDENT
SCI CR	1,280	NSF	3	4 NSF/STUDENT + 80 NSF SCIENCE PREP
ART CR	1,560	NSF	4	5 NSF/STUDENT + 60 NSF STORAGE
<i>VISUAL ARTS</i>				
<i>PERFORMING ARTS</i>				
<i>MUSIC</i>				
COMPUTER	900	NSF	2	3 NSF/STUDENT OR 900 NSF MINIMUM
CAREER ED	1,200	NSF	3	4 NSF/STUDENT, 650 NSF MINIMUM
<i>CULINARY ARTS</i>				
SPED	545	NSF	1	450 NSF AND 80 NSF KITCHENETTE AND 15 NSF STORAGE
PHYS ED	-	NSF	1	MET BY DANCE PROGRAM IN MULTIPURPOSE ROOM

## Alma d'arte Charter High School Facility Master Plan

CAFET	1,500	NSF	1	15 NSF/ ONE-THIRD STUDENT BODY (3 SEATINGS)
KITCHEN				MET BY CULINARY ARTS PROGRAM
MEDIA	900	NSF	1	3 NSF/STUDENT
ADMIN	600	NSF	2	150 NSF MIN AND 1.5 NSF/STUDENT
HEALTH	300	NSF	1	1 NSF/STUDENT
WORK RM	150	NSF	1	150 NSF MIN
FAC RM				SHARED SPACE WITH PARENT ROOM
PARENT	150	NSF	1	1/2 NSF/STUDENT, 150 NSF MIN
CUSTODIAL	150	NSF	1	0.5 NSF/STUDENT
GEN STOR	300	NSF	1	1 NSF/STUDENT
CR STOR	600	NSF	2	2 NSF/STUDENT
 SUBTOTAL REQUIRED NSF:	 17,635	 NSF		
TARE (MAX 30%):	7,558	SF		
TOTAL PROJECTED GSF:	25,193	GSF		
 MAX ALLOWABLE GSF:	 63,000	 GSF		

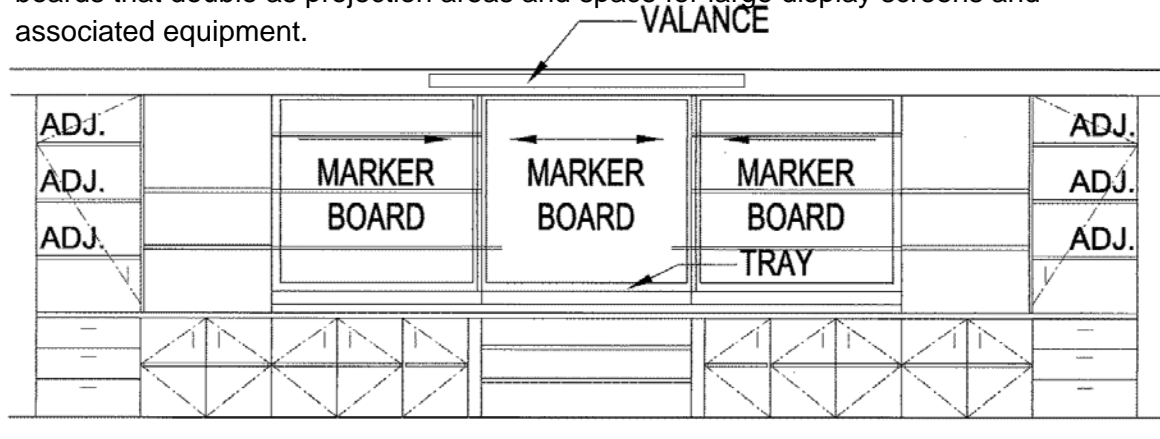
### 3.2.6 Detailed Space and Room Requirements

#### Teaching Spaces

##### General Classrooms

All classrooms will have the following elements

- A “teaching wall” with varied storage spaces (including lockable storage), sliding white boards that double as projection areas and space for large display screens and associated equipment.





- Sinks in art classrooms
- Large durable flexible tables for team projects
- Hard, easy to maintain floors
- Acoustic ceiling tiles
- Tackable, acoustic wallboard
- Whiteboards
- Operable windows for good ventilation
- Computer access (Wi-Fi) with sufficient electrical power
- High quality lighting from a combination of natural and artificial sources that promotes productivity

### Science Classrooms

Alma's currently has only one classroom with appropriate facilities for science education. Furthermore, this classroom is in space that needs to be vacated for use by the CYC. Alma will need to provide space for two science classrooms which will include, in addition to the typical classroom items, the following:

A science prep area of approximately 80 NSF shared between the two classrooms

- A demonstration table in each classroom complete with a sink, power, and gas.
- Group tables with a durable surface that can be used for science activities.

### Arts Classrooms

Alma offers an arts-centered education. Therefore, a larger percentage of its classrooms will serve primarily as arts spaces. While visual arts can be accommodated in slightly modified traditional classroom spaces, performing arts spaces will have special requirements.

#### *Visual Arts Classrooms*

Visual arts classrooms require additional storage beyond that provided in general purpose classrooms, finish surfaces that are rugged and easily cleaned (polished concrete floors, durable wainscots on wall surfaces), larger sinks, and controlled daylight. The ceramics classroom requires a dedicated space for the kiln of at least 40 NSF.

#### *Performing Arts Classrooms*

Performing arts at Alma include dance, music, and theatre. Alma will continue to have use of the theater/stage area in the main CYC building on a negotiated basis. The multi-purpose space will be used as a rehearsal space and should have the necessary associated storage spaces. Arts classrooms can be used to construct scenery and props. Music instruction and rehearsal will take place in the large classroom in the west wing which will be renovated into a flexible-use space that can also accommodate general classroom uses.

## Career Education

The focus of career education at Alma has been its culinary program. Historically, the culinary program kitchen has doubled as the school kitchen. A more desirable setup would be to locate the culinary classroom along with associated food and tool storage adjacent to the cafeteria/multi-purpose room. A significant amount of storage space is required for a culinary program, including space for a walk-in refrigerator and a walk-in freezer, as well as bulk food storage. This should be separate from the classroom. A demonstration area should be clearly visible from the main class area and have an angled mirror above so that students can more clearly see the techniques being demonstrated. Multiple cooking stations will enhance the learning experience and production capacity of the kitchen.

## *Instructional Support Spaces*

### Multipurpose Room

The cafeteria will serve not only as a dining area, but as a gathering area for the school.

- One large gathering area that can seat 300 students for an assembly and 1/3 of that capacity for serving lunch with sufficient storage for movable tables and chairs.
- Must have durable floors, high ceilings and windows

### Administration

The administration center provides two critical functions for the school; the security at the entry to see who enters and leaves the building as well as a welcome to all visitors facilitating the application process for new students and directing community outreach volunteers.

- A reception area will house administrative support staff and provide a waiting area for visitors.
- The principal should have an office and an adjacent conference room.
- A secure area for records storage needs to be provided.

Student Health should be adjacent to the Administration. It requires an examination area and space for students to rest while waiting for further medical attention. This waiting area should be separate from the general reception for the administration to preserve student privacy.

The Information Technology Center must have space for Office, Server/Computer storage and repair area.

## *Building Support*

Building support spaces include the following:

- Main storage (combined with custodial office)

A main storage area should have access to an exterior exit for delivery, but has no other adjacency requirements.

# Alma d'arte Charter High School Facility Master Plan

- Teaching materials storage

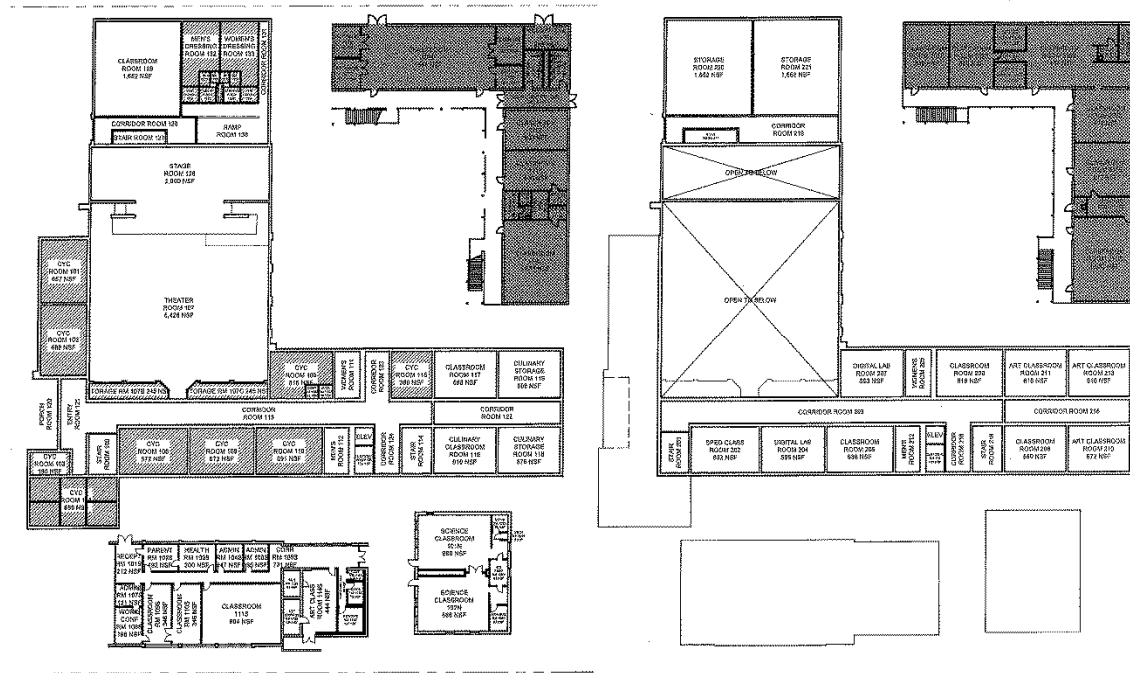
Teaching materials storage should be associated with individual classrooms.

## 3.3 Implementation of Space Needs

### 3.3.1 Scenarios for Implementation

*Phasing Strategies considered for meeting required needs with projected growth*

Phase I (First Year)



Vacate 4,834 NSF of space in the renovated portion of the ground floor of the main CYC Building. This space includes:

Three (3) general classrooms	1,711	NSF
One (1) art classroom	666	NSF
One (1) science classroom	591	NSF
One (1) special education classroom	380	NSF
Administration suite	1,036	NSF
<b>Total:</b>	<b>4,384</b>	<b>NSF</b>

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Occupy 5,541 NSF of space in the former LCPS Crossroads School buildings. This space includes:

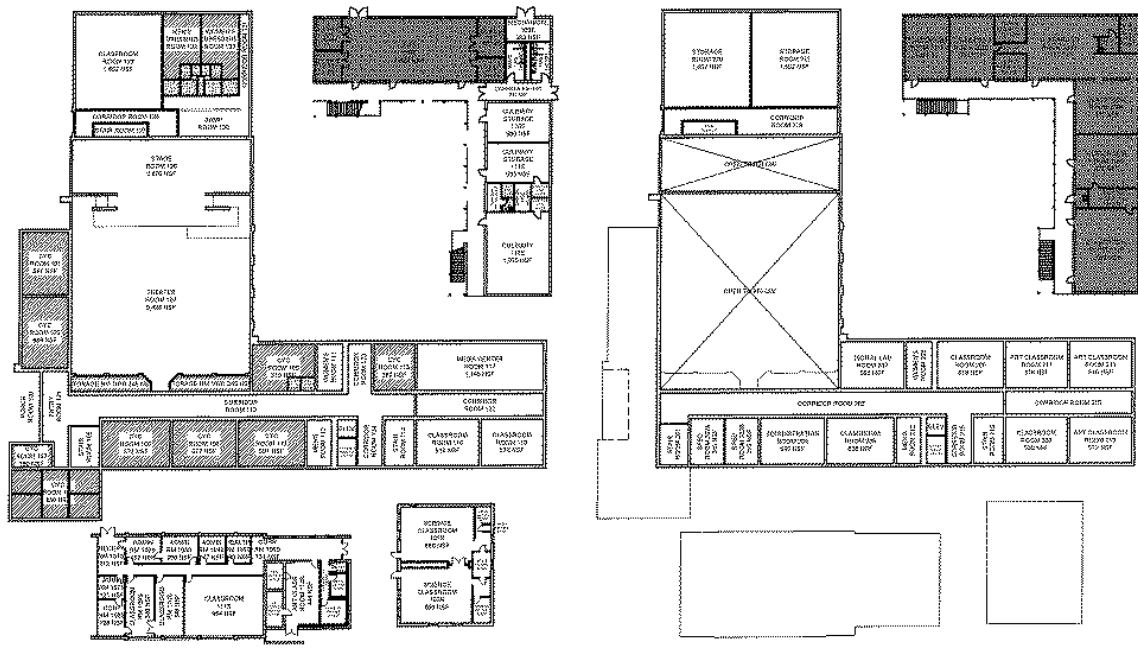
Three (3) general classrooms	2,716	NSF
One (1) art classroom	658	NSF
Two (2) half-sized classroom	692	NSF
Building support spaces	389	NSF
Administrative spaces	1,086	NSF
<b>Total:</b>	<b>5,541</b>	<b>NSF</b>

The anticipated relocation involves no modification of existing spaces other than cleaning and repainting, as required. The planned enrollment in this phase is unchanged from the existing enrollment.

Add a portable cafeteria building to replace the loss of the theater/multi-purpose space in the main CYC building. This would be a leased facility located to the north of the former Crossroads School where the existing portables are located. Since it is anticipated that this space will serve as the cafeteria until the final phase of improvements, it should be sized for the total anticipated student enrollment of 300. Assuming the standard three lunch periods, a facility of some 1,500 NSF will meet State standards. The existing Culinary Classroom will continue to serve as the kitchen for preparation of school lunches during Phase I.

Start renovation of the north wing of the ESC building to support increased enrollment in Phase II as described below.

## Phase II (Second and Third Years)



Renovate the north wing of the ESC building to allow for relocation of the Culinary program. This will involve:

## Alma d'arte Charter High School Facility Master Plan

- Renovating the original cooking classroom into the primary teaching space for the Culinary program.
- Renovating the original sewing classroom area (now divided into two separate rooms) into Culinary storage for the walk-in freezer and cooler as well as for dry storage.

It is anticipated that the new Culinary program area will function as the kitchen for preparation of school lunches.

Renovate the ESC building restrooms for accessibility and functionality.

Modify the courtyard between the main CYC building and the ESC building to provide for an accessible route from the original CYC building into the ESC building.

Provide service access to the Culinary program area along the north side of the ESC Building from Raymond Street.

Renovate the classrooms in the North building of the former Crossroads school into science classrooms.

Renovate two of the four classrooms in the currently unrenovated north section of the east wing of the main CYC building into a media center.

Renovate the other two classrooms in this area into standard classrooms.

Renovate the administration suite on the second floor of the main CYC building into:

- Special education classrooms, and
- A second digital lab.

These changes will allow Alma to meet State adequacy standards for the next two years, with enrollment gradually increasing to **245**.

# Alma d'arte Charter High School Facility Master Plan

## Phase III (Fourth Year)



Complete renovation of the ground floor west wing of the ESC building including:

- Conversion of the original shop classroom into three art classrooms, and
- Conversion of the southwest storage room into a new kiln room.

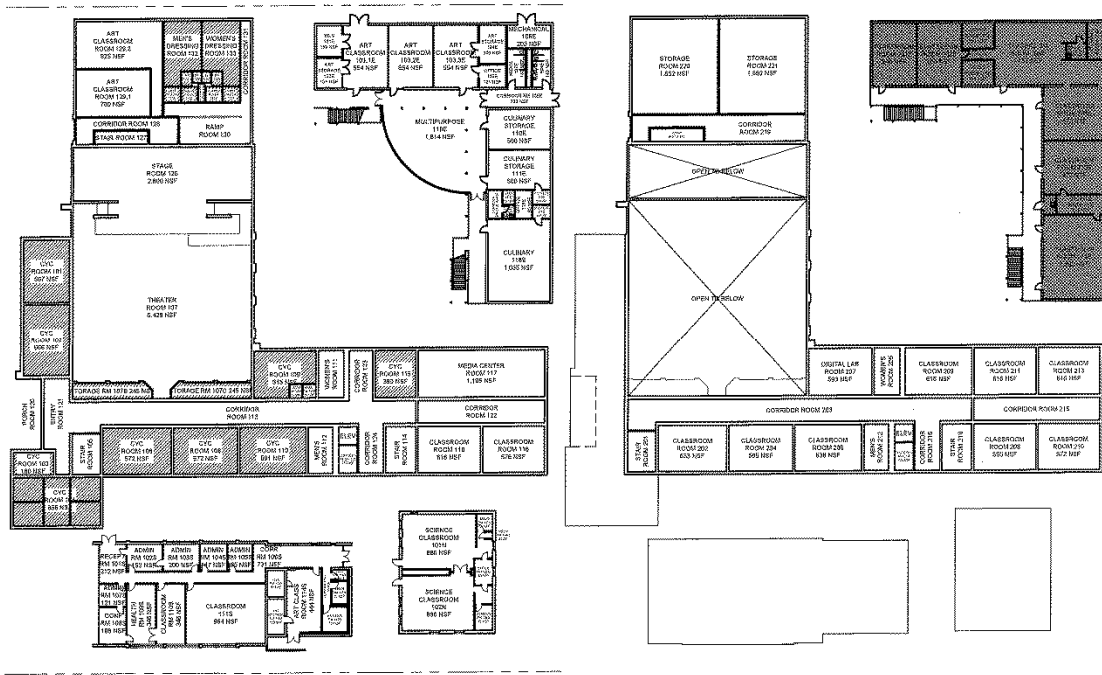
This will allow the conversion of the art classrooms on the second floor of the main CYC building into new general purpose classrooms.

Renovate “Studio A” (Classroom 129 on the drawings) into a flexible space that can serve either as two general purpose classrooms or as a space supporting the music program. Due to the potential for interruption of other educational activities by the music program, this space is the most suited to this planned use as it is physically isolated from the rest of the teaching spaces.

Phase IV completes the planned renovations of existing buildings at the CYC campus and allows for a total student enrollment of **275**.

# Alma d'arte Charter High School Facility Master Plan

## Phase V



During Phase IV, planning and construction for an addition to the ESC building will need to start. In Phase V, this addition will provide a permanent multi-purpose space that can serve as cafeteria, dance studio, and auditorium for the school. The adjacency to the Culinary program space will allow for improved meal service. A wall that can open into the courtyard will allow it to serve as back-of-stage for outdoor performances in the courtyard. A complete renovation of the courtyard will also take place at this time.

Renovate one of the half-classrooms in the former Crossroads building into a new health center.

Remodel administrative spaces to provide additional capacity to support the larger student population.

At this time, Alma will meet State standards for its target enrollment of **300** students.



## 4.0 Capital Plan

### 4.1 Capital Funding

#### 4.1.1 Historic and Current Funding

Alma had no capital expenses from 2004 to 2011. CYC handled all physical plant needs in partnership

with the City of Las Cruces.



Figure 14 - Alma Students

#### 4.1.2 Current Capital Expenses

Alma started a lease agreement with CYC in 2011 using the PSCOC standards of \$700 per student enrolled.

#### 4.1.3 Potential Future Sources of Revenue

CYC is in current negotiations with the Las Cruces Public Schools to purchase the 4.5 acres of land including the historic Court Jr. High School building and three additional building on the property. LCPS is asking \$2 million of the sale. CYC has qualified for at least \$600,000 from the NM Finance Authority and \$1 million from a local bank. In addition, CYC is reviewing proposals from two private investors for the property—a national charter school building investment company and a local private investment company. CYC works with its local bank on the possible financing scenarios and in partnership with the City of Las Cruces to maintain the “public building” status required of charter schools.

At the time of this FMP submittal, it is unsure who will own the property—CYC or the investors. In either prospect, Alma will pay lease payments as allowed by PSCOC.

#### *Current Financial Resources*

Alma utilizes the PSCOC lease-payment policy available to charter schools.

#### *Future Financial Resources*

For the next five-year charter renewal time limit, Alma will lease from either CYC or the new investors. Permanent ownership of the property by Alma is not an option at this time. Long-term options need to be negotiated by the school and the future owner. However, any current discussions always include that Alma will be on the property and can contribute ONLY what is allowed by NMPED and PSCOC standards.

#### 4.1.4 PSCOC Capital Outlay Funding

It is the understanding of Alma d'arte that PSCOC's funding will be limited to an increase in funds available to for additional lease payments to support facility improvements made by its landlord per the section of HB 283 cited below:



*B. The facilities of a charter school whose charter has been renewed at least once shall be evaluated, prioritized and eligible for grants pursuant to the Public School Capital Outlay Act in the same manner as all other public schools in the state; provided that for charter school facilities in leased facilities, grants may be used to provide additional lease payments for leasehold improvements made by the lessor*

## 4.2 Capital Needs

### 4.2.1 Projects

#### *Summary of Total Capital Needs*

The proposed capital improvements over a five period are estimated to amount to approximately \$2 Million in 2012 dollars. This corresponds closely with the PSFA FAD estimate to renovate deficient space in the existing facility, although it would be applied to a slightly different set of spaces on the CYC campus, reflecting changing needs in the CYC/Alma relationship.

#### *Cost Estimating Assumptions (All Phases)*

Schedule	Four major phases aligned with projected growth in enrollment Phase I – Construction summer of 2015 for occupancy in 2015-2016 school year. Phase II – Design (6 mo.) starting in early 2015. Construction (9 mo.) starting in fall 2015 for occupancy in 2016-2017 school year. Phase III – Design (6 mo.) starting early 2016. Construction (9 mo.) starting in fall 2016 for occupancy in 2017-2018 school year. Phase IV – Design (9 mo.) starting summer 2016. Construction (12 mo) starting in fall 2017 for occupancy in 2018-2019 school year.
Unit Costs	Based on RS Means, primarily SF costs, adjusted for location by RS Means Las Cruces City Index
Inflation	Adjusted by Turner Construction Index to fall quarter 2012

#### *Estimate of Probable Costs for Total Phase I*

Project 1.1 – Relocate Alma ground floor to former Crossroads School	\$90,000.00
Site Development	Installation of drop off area on Armijo Street adjacent to new entrance with an accessible route into the school.
Facility Construction	Addition of a leased, portable multipurpose room to serve as a temporary cafeteria facility until construction of a permanent
Other Costs	Furniture acquisition

#### *Estimate of Probable Costs for Total Phase II*

Project 2.1 – Remodel north wing of ESC Building for Culinary Program	\$405,000
Site Development	Installation of service access on north side of ESC Building; provide accessible route from CYC Main Building into ground floor of ESC facility.

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Facility Construction	Renovation of existing space to support Culinary program (Classroom, Office, and storage)
Other Costs	Equipment

## Alma d'arte Charter High School Facility Master Plan

Project 2.2 – Remodel ESC Building Restrooms		\$130,000
Site Development	No site work is associated with this project	
Facility Construction	Renovation of existing restroom space to meet ADA standards and provide adequate sanitary facilities for the projected occupancy levels.	
Other Costs	None	

Project 2.3 – Remodel Ground Floor of CYC		\$240,000
Site Development	No site work is associated with this project	
Facility Construction	Renovate two classrooms into media center; renovate two other classrooms into educational spaces meeting State adequacy standards	
Other Costs	None	

### *Estimate of Probable Costs for Total Phase III*

Project 3.1 – Remodel West Wing Ground Floor of ESC		\$270,000
Site Development	No site work is associated with this project	
Facility Construction	Renovate former shop space in ground floor of ESC west wing into three art classrooms	
Other Costs	Kiln equipment	

Project 3.2 – Remodel Second Floor of CYC Main Building and Ground Floor of CYC West Wing.		\$365,000
Site Development	No site work is associated with this project	
Facility Construction	Renovate existing inadequate classroom space into educational spaces meeting State adequacy standards	
Other Costs	None	

### *Estimate of Probable Costs for Total Phase IV*

Project 4.1 – New Multipurpose Room		\$525,000
Site Development	Redevelop courtyard into functional outdoor space for cafeteria overflow, assemblies, performances, and art display space	
Facility Construction	Permanent multipurpose addition to ESC Building for cafeteria/physical education/assembly space.	
Other Costs	Furniture	

## 4.3 Implementation Strategy

### 4.3.1 Project Prioritization

Projects are primarily prioritized by phasing, with the most essential work scheduled to be completed first.

Phase I work represents immediate essential work required for continued co-occupancy of the existing campus by both Alma d'arte Charter High School and the CYC. If this work is not done, Alma will lose approximately half of its existing instructional and administrative space and will have a correspondingly reduced enrollment capacity.

Phase II remediates the final inadequacies relative to State standards on the Alma campus. It specifically equips the school with a media center and renovates the most significantly deteriorated spaces currently used for educational purposes.

Phase III and IV are based on planned enrollment increases and will need to be evaluated based on actual enrollment increases.

### 4.3.2 Capitalization Analysis

#### *Financial Strategies and Alternatives*

##### Public Funding

- FMP committee creates five-year time line and strategy
- Possible Sources
  - PSFA
  - NM Finance Authority
  - Legislative Appropriations
  - Federal
    - National Endowment for the Arts—Artspace Program
    - HUD—Economic Development Program
    - Historic Preservation

##### Private Funding

- Corporations
- Foundations
- Fundraising—Capital Campaign
- Individuals
- CYC Development LLC

#### *Summary of Capital Improvement for the Next 5 (or 10) Years*

Total capital improvements for the next five years include:

Relocation to former Crossroads School facilities to accommodate landlord (CYC) requirements

Remediation of deficient spaces currently in use and relocation of culinary facilities to allow for addition of a media center and position the culinary facilities to serve the proposed cafeteria/multi-purpose room addition efficiently.

Renovation of remaining ground floor unused space in the ESC building to accommodate increased enrollment.

Construct an addition consisting of a new cafeteria/multi-purpose room. This will provide adequate facilities for the final projected enrollment of 300 students in permanent facilities.

The estimated cost of these improvements in 2012 dollars is just over \$2 million. No provision has been made in these estimates for future inflation in construction costs or for any contingency based on the conceptual nature of the projects.

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## 5.0 Master Plan Support Material

### 5.1 Sites and Facilities Data Table

Name of Facility:	Alma d'arte Charter High School at the Court Youth Center		
State ID Number	511001		
Physical Address	402 West Court Ave., Las Cruces		
Date of Opening	July 2004		
Dates of Major Additions/Renovations	Addition/Renovation	Date	
	First Floor, Approx. 11,000 SF	1995	
	Theater and Dressing Rooms, Approx. 10,000 SF	1999	
	Second Floor, Approx. 11,000 SF	2002	
	<i>Note: All major renovations were secured by CYC with the City as fiscal agent.</i>		
FCI/NMFCI	Weighted NMCI Score – 25.71		
	Unweighted NMCI Score – 43.62		
Site Owned or Leased?	Leased		
Total Building Area	32,025 GSF (CYC building only)		
Site Acreage	4.5 Acres		
Permanent General Classrooms	9		
Permanent Specialty Classrooms	Specialty	Qty.	
	Arts Classrooms	9	
Portable Classrooms	None		
Total Number Classrooms	18		
Percentage of Portable Classrooms to Total Permanent Classrooms	0 % (There are no portable classrooms at this facility.)		
Total Enrollment (Current Year)	188 Students		
GSF per Student per School Facility	100 GSF / Student		





## 5.4 Facility Inventory

Rooms listed below are in the CYC main building only. LCPS uses the two eastern buildings for the Crossroads School.

RM NO	ROOM NAME	AREA	PHASE EXISTING
101	CLASSROOM	567	GEN CLASSRM
102	DANCE STUDIO	666	ART CLASSRM
103	OFFICE	180	ADMIN
104	ADMINISTRATION SUITE	856	ADMIN
105	STAIR	0	N/A
106	CLASSROOM	572	GEN CLASSRM
107	THEATER	5428	MULTI-RM
107A	STORAGE	245	USED BY CYC ONLY
107B	STORAGE	245	USED BY CYC ONLY
108	STAGE	2800	ART CLASSRM
109	STORAGE	515	USED BY CYC ONLY
109A	COMMUNICATIONS	33	BLDG SUPP
109B	ELECTRICAL	36	BLDG SUPP
110	SCIENCE CLASSROOM	591	SCI CLASSRM
111	WOMEN'S RESTROOM	0	N/A
112	MEN'S RESTROOM	0	N/A
113	CORRIDOR	0	N/A
114	STAIR	0	N/A
115	CLASSROOM	380	SPED CLASSRM
116	CULINARY CLASSROOM	616	CAREER CLASSRM
117	CLASSROOM	588	GEN CLASSRM
118	CULINARY STORAGE	576	CR STOR
119	CULINARY STORAGE	586	CR STOR
120	PORCH	0	N/A
121	ENTRY	0	N/A
122	CORRIDOR	0	N/A
123	CORRIDOR	0	N/A
124	CORRIDOR	0	N/A
125	NOT USED	0	N/A
126	STAGE	2800	ART CLASSRM
127	STAIR	0	N/A
128	CORRIDOR	0	N/A
129	CLASSROOM	1652	GEN CLASSRM
130	RAMP	0	N/A
131	CORRIDOR	0	N/A

## Alma d'arte Charter High School Facility Master Plan

132	MEN'S DRESSING SUITE	0	USED BY CYC ONLY
133	WOMEN'S DRESSING SUITE	0	USED BY CYC ONLY
201	STAIR	0	N/A
202	ADMINISTRATION SUITE	633	ADMIN
203	CORRIDOR	0	N/A
204	ADMINISTRATION SUITE	595	ADMIN
205	WOMEN'S RESTROOM	0	N/A
206	CLASSROOM	638	GEN CLASSRM
207	DIGITAL LAB	593	COMP LAB
208	CLASSROOM	550	GEN CLASSRM
209	CLASSROOM	616	GEN CLASSRM
210	ART CLASSROOM	572	ART CLASSRM
211	ART CLASSROOM	616	ART CLASSRM
212	MEN'S RESTROOM	0	N/A
213	ART CLASSROOM	616	ART CLASSRM
214	CUSTODIAN	103	BLDG SUPP
215	CORRIDOR	0	N/A
216	CORRIDOR	0	N/A
217	STAIR	0	N/A
218	NOT USED	0	N/A
219	CORRIDOR	0	N/A
220	STORAGE	1652	GEN STOR
221	STORAGE	1662	GEN STOR

### 5.5 Photographs



South View @ Classrooms



South View @ Entrance

## Alma d'arte Charter High School Facility Master Plan



Southwest View



Courtyard View



ESC Courtyard View



ESC Street View



Crossroads School North Building



Crossroads School South Building





CYC Unrenovated Classroom



ESC Unrenovated Classroom



Crossroads South Building



Culinary Storage

## 5.6 Facility Evaluation

The existing facility needs work in the following principal areas:

- Education and Building Code Compliance
  - Lighting throughout the CYC Main Building is inadequate and inefficient
  - All existing spaces are presumed to fail to meet State requirements for acoustic control
  - Some spaces that have not yet been renovated (Rooms 116, 117, 118, 119, and 129) in CYC Main Building do not have essential features such as white boards, tackable surfaces, storage.
  - There is no CO2 monitoring in any space in the facility.
- Hazardous Materials Assessment
  - Spaces that have not been renovated may contain asbestos and lead-based paint.
- Accessibility Assessment
  - Path of Travel Components (ADA-Compliance)


The facilities proposed for Phase I use (former LCPS Crossroads School) appear to be in good condition and need no work beyond cleaning and limited painting.

The ESC Building (Phases III – V) needs work in the following areas:

- Education and Building Code Compliance
  - Lighting throughout the ESC Building is inadequate and inefficient
  - All existing spaces are presumed to fail to meet State requirements for acoustic control
  - The ESC Building spaces lack essential features such as white boards, tackable surfaces, and storage.
  - There is no CO2 monitoring in any space in the facility.
- Mechanical Systems
  - Heating and cooling systems require repair and/or replacement throughout the ESC Building.
- Hazardous Materials Assessment
  - Spaces may contain asbestos and lead-based paint.
- Accessibility Assessment
  - Path of Travel Components (ADA-Compliance)
  - Restrooms need to be renovated for ADA-Compliance

## 5.7 FAD Update

Executive Summary Report



**State Chartered**  
District: Schools

**Alma d'Arte Charter**  
School: High School

School ID: 017001

### High Level Overview

<b>General Information</b>  Location: Las Cruces, NM 88005 School Type: High School Category: Charter	Ed. Adequacy Model: Charter School Educational Adequacy Ed. Adequacy CCI: 100.00% School CCI City: RSMEAN2012.US_NM_ALBUQUERQUE, UE	
---	---	--

<b>NMCI Statistics</b>  Number of Students: 179 Growth Factor: 1.00 Total Gross Square Feet: 38,560 Site Size (Acres): 0.01	Number of Buildings: 1 Number of Portables: 0 Building Square Feet: 38,560 Portable Square Feet: 0	
--	---	--

<b>NMCI School Metrics</b>  Replacement Cost: \$6,696,908 Weighted Repair Cost: \$715,753 Weighted Educational Adequacy Cost: \$396,552 Total Weighted Cost: \$1,112,305 Weighted NMCI Score: 16.80	Unweighted Repair Cost: \$1,696,369 Unweighted Educational Adequacy Cost: \$132,184 Total Unweighted Cost: \$2,028,553 Unweighted NMCI Score: 30.28	
---	--	--

<b>NMCI Facility History</b>  Last Assessment Date: 07-15-2007 Closed: No	Previous Award, Yes or No, Year if Yes: No	
--	--	--

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Jul 11, 2012

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State Chartered  
District: Schools

Alma d'Arte Charter  
High School

School ID: 017001

### Facility Description

Alma de Arte High School is located at 402 W Court Ave. in Las Cruces, New Mexico. It is a charter school and is not part of the Las Cruces School District, however the district does acknowledge its presence and is currently revising its Master Plan to include it. This charter school is used for the development of the creative arts therefore many of the areas are devoted to larger classrooms for instructional purposes. The 2-story building campus contains a gross area of 27,914 S.F. The building was previously used as Jr. High School and a community center. Approximately 9,129 S.F. at the West end of the facility and approximately 7,920 S.F. at the South end of the building needs to be renovated and is unusable or occupiable space. Total unusable space = approximately 17,048 S.F. Therefore it is below adequacy standards required for school occupancy. Occupancy includes 136 students ninth through twelfth grades, and a staff of 28. As of this report it is anticipated that there will be 30 to 40 additional students in 2015/2016. The campus is made up of 7 buildings. There are no current additions and no portables on site. There have been four previous current renovations from legislative and grant appropriations. These remodels include 11,000 S.F. in 1996, 6,000 S.F. in 1999, and the balance of the renovated area in 2001. The building is on the National Historical site register.

Site: The school site is approximately 400' x 700' with no paved parking spaces, and one athletic playing field. There are 2 designated street handicapped spaces. Several other non school buildings are on the site. Parking is only at the street property lines and some in the rear. The site is part of several acres owned by the Las Cruces Public School District. The campus building is leased to the City of Las Cruces and the city in turn donates and leases the space to the school. There are sidewalks around the building and are in good to fair shape. There is landscaping and perimeter fencing. Site drainage is generally adequate and drains to the three adjacent streets.

Structural/Exterior Closure: The building rest on footings and the design includes masonry brick veneer with architectural features of the Pueblo Revival Style 1930s. The building is a "U" 2-story shape with a flat roof. There is a single story addition at the

Page 2

front of the building of approximately 2,773 S.F. The building appears to be structurally sound with no roof leaks. Most or all of the windows are operable in wood and metal casings.

Interiors: Interior wall partitions are wood framed with plaster sheetrock and painted walls. There are 2' x 4' standard suspended ceilings in good shape in the areas that have been renovated. Flooring is vinyl composition tile and carpet. Interior doors and hardware in the upgraded areas are commercial type with commercial type ADA hardware.

Mechanical/Plumbing: Heating and air conditioned is supplied by gas fired, zoned Roof top units. The units are in good shape in the renovated areas of the building.

There are exhaust fans in the hallrooms. Plumbing fixtures are in good condition in the renovated areas and in fair to poor condition in the areas that are not renovated.

Electrical: The electrical system is fed through an overhead line to the building and delivers single phase 110 single phase and 220 three-phase to the structure. Lighting is typically fluorescent 2' x 4' recessed. Lighting appears to be adequate in most areas. There are exit lights at all renovated exit doors, and some emergency lighting. There is no emergency backup generator.

Fire protection: There is a fire alarm system. The system appears to be above adequacy under current codes. There are fire extinguishers but no fire suppression system. The school does not have a security system.

Current Repair Cost: \$3,410,500 Current Replacement Costs: \$7,678,800

(est. 17,048 S.F. @ \$100.00 = \$1,704,800.00) (est. 51,102 S.F. @ \$150 = \$7,116,800.00)

(est. 34,114 S.F. @ \$50.00 = \$1,705,700.00)





\$3,410,500.00

Updated Current Grades 9th-12th

*Executive Summary Report*

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Jul 11, 2012

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*Executive Summary Report*

State Chartered District: Schools Alma d' Arte Charter High School School ID: 017001

**Asset Level Summary**

Building Name	Cost Model	Repair Cost (Unweighted)	Repair Cost (Weighted)	Year Built	Size Type	Use
Main Building (1936)	High School Building	\$1,665,987	\$712,688	1940	38,630 Building	Educational
Site	High School Site	\$230,362	\$3,085	1940	38,630 Building	Site
<b>Building Totals</b>		<b>\$1,896,369</b>	<b>\$715,753</b>			
<b>Educational Adequacy Need</b>	Charter School Educational Adequacy	\$132,184	\$386,552			
<b>School Totals</b>		<b>\$2,028,553</b>	<b>\$1,112,305</b>			



Executive Summary Report

State Chartered District: Schools Alma d'arte Charter High School School ID: 017001

Asset Detail

Building Name:		Main Building (1935)		Cost Model:		High School Building				Size: 35,662		
Name	Cost SF	Life	Renewal Percent	Last Ren.	Next Ren.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Weight	Repair Cost (Weighted)	Comments
Air/Ventilation Equipment	\$2.95	20	110%	2005	2025	12%	33.25%	\$15,387	9	.25	\$3,847	
Ceiling Finishes	\$6.05	30	110%	2005	2035	5%	33.25%	\$14,007	9	.25	\$3,502	
Communications/Security	\$1.85	15	90%	2005	2020	22%	33.25%	\$13,988	9	.25	\$3,497	
Exterior Walls	\$13.95	100	100%	1940	2040	52%	33.25%	\$279,656	9	.25	\$69,914	
Exterior Windows and Doors	\$5.57	30	110%	1940	1970	100%	33.25%	\$236,937	2	1.5	\$355,406	...011 DMS: Original exterior doors, some windows have been replaced but the building is on the Historical Listing
Fire Detection/Alarm	\$1.90	15	90%	2005	2020	22%	33.25%	\$14,417	9	.25	\$3,604	
Fire Sprinkler	\$2.95	50	150%	2005	2055	2%	33.25%	\$2,807	9	.25	\$727	9-20-2011 DMS: Fire Sprinkler system in place. See photos
Floor Finishes	\$6.23	12	110%	2005	2017	34%	33.25%	\$30,119	9	.25	\$22,530	
Foundation/Slab/Structure	\$27.47	100	100%	1940	2040	52%	33.25%	\$550,589	9	.25	\$137,647	
HVAC	\$24.52	30	100%	2005	2035	5%	33.25%	\$51,614	9	.25	\$12,903	
Institutional Equipment	\$3.77	30	100%	2005	2035	5%	33.25%	\$7,838	9	.25	\$1,985	
Interior Doors, Partitions, Stairs, Elevator	\$10.83	50	90%	2005	2055	2%	33.25%	\$7,424	9	.25	\$1,856	
Interior Walls	\$6.54	60	90%	1940	2000	100%	33.25%	\$231,151	4	.25	\$57,788	
Lighting/Branch Circuits	\$10.81	30	90%	2005	2035	5%	33.25%	\$20,474	9	.25	\$5,118	
Main Power/Emergency	\$1.76	30	90%	1956	2026	28%	33.25%	\$17,465	9	.25	\$4,366	
Other Electrical Systems	\$0.67	20	90%	2005	2025	12%	33.25%	\$2,853	9	.25	\$714	
Other Equipment	\$10.06	60	110%	2005	2065	1%	33.25%	\$5,825	9	.25	\$1,456	
Plumbing	\$10.78	30	100%	2005	2035	5%	33.25%	\$2,679	9	.25	\$5,070	
Roof	\$7.30	20	120%	2005	2025	12%	33.25%	\$41,514	9	.25	\$10,379	9-20-2011 DMS: Roof replaced estimated time frame 2005; See Photos
Tacthology	\$0.14	10	90%	2005	2015	49%	33.25%	\$2,436	9	.25	\$609	
Wall Finishes	\$2.78	12	100%	2005	2017	34%	33.25%	\$36,601	9	.25	\$9,150	
Total:								\$1,665,987			\$712,688	



Executive Summary Report

State Chartered District: Schools Alma d'Arte Charter High School School ID: 017001

Asset Detail

Building Name:		Site		Cost Model:			High School Site		Site: 98,690			
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
Athletic Fields	\$0.34	30	80%	1940	1970	100%	33.25%	\$1,985	0	0	\$0	9-20-2011 DNS: No fields being used for this charter school
Fencing	\$0.40	100	110%	2005	2105	0%	33.25%	\$83	9	25	\$21	
Landscaping	\$1.78	30	110%	2005	2035	5%	33.25%	\$4,125	9	25	\$1,031	
Parking Lots	\$6.50	20	80%	1940	1950	100%	33.25%	\$201,082	0	0	\$0	9-20-2011 DNS: Off Street parking only
Playground Equipment	\$0.13	15	100%	1940	1955	100%	33.25%	\$5,026	0	0	\$0	9-20-2011 DNS: No Playground Equipment being used at this site. HS Charter school
Site Lighting	\$1.30	40	100%	2005	2045	3%	33.25%	\$1,539	9	25	\$385	
Site Specialties	\$0.11	40	100%	2005	2045	3%	33.25%	\$130	9	25	\$33	
Site Utilities	\$1.46	50	120%	2005	2055	2%	33.25%	\$1,326	9	25	\$332	
Walkways	\$2.22	30	110%	2005	2035	5%	33.25%	\$5,136	9	25	\$1,284	9-20-2011 DNS: Possible upgrades during 2005 renovation: see photos
Total:								\$230,382			\$3,085	



*Executive Summary Report*

**State Chartered  
District Schools** **Alma d'Arte Charter  
High School**

School ID: **017001**

**Educational Adequacy Detail**

**Population**

Growth Factor:	1	Number of Kindergarten Students:	0
Number of Staff:	28	Number of 1-5 Students:	0
Number of Students:	176	Number of 6-8 Students:	0
Number of Special Education Students:	0	Number of 9-12 Students:	176

**Square Footage**

Permanent GSF:	30,660	General Storage NSF:	80
Portable GSF:	0	Maintenance or Janitorial Space NSF:	65
Admin NSF:	735	Media Center NSF:	0
Art/Music NSF:	17,823	Parent Work Space NSF:	0
Assembly NSF:	7,544	Physical Ed NSF:	7,544
Career Ed NSF:	1,577	Science Classroom NSF:	1,164
Computer Lab NSF:	602	Science Storage NSF:	0
Faculty Work Area NSF:	39	Special Education Classroom NSF:	0
Food Service NSF:	8,659	Student Health NSF:	0
General Classroom NSF:	3,150		

**Classrooms**

Number of Classrooms:	17	Number of Special Education Classrooms:	1
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**Parking**

Number of Paved Parking Spaces:	0	Number of Bus Drop Offs:	0
Number of Handicap Parking Spaces:	2	Number of Student Drop Offs:	0
Number of Gravel Parking Spaces:	0		

**Miscellaneous**

Number of Chemical Storage Rooms:	1	Number of Multi-Use Playgrounds:	0
Playground Equipment:	No		



Assessment Work Sheet

District: State Chartered Schools  
 School: Alma d'Arle Charter High School (017001)  
 Asset: Main Building (1936)  
 Cost Model: High School Building

Asset Size: 38,660  
 Year Constructed: 1940  
 Asset Use: Educational

System			Current				Update	
Uniformat Code	System Name	Lifetime	Last Renov.	Age Based Category	Category Override	Comments	Last Item.	Category Override
A	Foundation/Slab/Structure	100	1940	9				
B20	Exterior Windows and Doors	30	1940	2		9-20-2011 DNS: Original exterior doors, some windows have been replaced but the building is on the Historical Listing		
B2010	Exterior Walls	100	1940	9				
B30	Roof	20	2005	9		9-20-2011 DNS: Roof replaced estimated time frame 2005. See Photos		
C10	Interior Doors, Partitions, Stairs, Elevator	50	2005	9				
C1030	Interior Walls	60	1940	4				
C3010	Wall Finishes	12	2005	9				
C3020	Floor Finishes	12	2005	9				
C3030	Ceiling Finishes	30	2005	9				
D20	Plumbing	30	2005	9				
D30	HVAC	30	2005	9				
D3060	Air/Ventilation Equipment	20	2005	9				
D4010	Fire Sprinkler	50	2005	9		9-20-2011 DNS: Fire Sprinkler system in place. See photos		
D5010	Main Power/Emergency	30	1995	9				
D5020	Lighting/Branch Circuits	30	2005	9				
D5037	Fire Detector/Alarm	15	2005	9				
D5038	Communications/Security	15	2005	9				
D5039	Technology	10	2005	9				
D5090	Other Electrical Systems	20	2005	9				
E1020	Institutional Equipment	30	2005	9				



*Assessment Work Sheet*

Uniformal Code	System Name	Lifeline	Last Reno.	Age Based Category	Category Override	Comments	Last Reno.	Category Override	Comments
E1090	Other Equipment	EO	2005	g					





Assessment Work Sheet

District: State Chartered Schools  
 School: Alma d' Arte Charter High School (017001)  
 Asset: Site  
 Cost Model: High School Site

Asset Size: 38,660  
 Year Constructed: 1940  
 Asset Use: Site

Uniformat Code	System		Current				Update	
	System Name	Lifetime	Last Reno.	Age Based Category	Category Override	Comments	Last Ratio	Category Override
G2020	Parking Lots	20	1940	2	0	9-20-2011 DNS: Off Street parking only		
G2030	Walkways	30	2005	9		9-20-2011 DNS: Possible upgrades during 2005 renovation; see photos		
G2041	Fencing	100	2005	9				
G2047	Athletic Fields	30	1940	2	0	9-20-2011 DNS: No fields being used for this charter school		
G2049	Playground Equipment	15	1940	2	0	9-20-2011 DNS: No Playground Equipment being used at this site. HS Charter school		
G2050	Landscape	30	2005	9				
G3010	Site Utilities	50	2005	9				
G4020	Site Lighting	40	2005	9				
G90	Site Specialties	40	2005	9				



District: State Chartered Schools  
 School: Alma d' Arte Charter High School (0170001)  
 Asset: Educational Adequacy  
 Cost Model: Charter School Educational Adequacy

Population

Adequacy	Current	Update
Growth Factor	1.00	
Number of Students	176	
Number of Staff	28	

Adequacy	Current	Update
Number of Kindergarten Students	0	
Number of 1-5 Students	0	
Number of 6-8 Students	0	

Adequacy	Current	Update
Number of 9-12 Students	176	
Number of Special Education Students	0	

Square Footage

Permanent GSF	33660	
Portable GSF	0	
Admin NSF	735	
Art/Music NSF	17823	
Assembly NSF	7544	
Career Ed NSF	1577	
Computer Lab NSF	802	

Faculty Work Area NSF	39	
Food Service NSF	8669	
General Classroom NSF	3160	
General Storage NSF	80	
Maintenance or Janitorial Space NSF	65	
Media Center NSF	0	

Parent Work Space NSF	0	
Physical Ed NSF	7544	
Science Classroom NSF	1164	
Science Storage NSF	0	
Special Education Classroom NSF	0	
Student Health NSF	0	

Classrooms

Number of Classrooms	17	
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Number of Special Education Classrooms	1	
--	---	--

Parking

Number of Bus Drop Offs	0	
Number of Student Drop Offs	0	

Number of Paved Parking Spaces	0	
Number of Gravel Parking Spaces	0	

Number of Handicap Parking Spaces	2	
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Miscellaneous

Playground Equipment	110	
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Number of Multi-Use Playgrounds	0	
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Number of Chemical Storage Rooms	1	
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State Chartered District: **Alma d'Arte Charter High School** School ID: **017001**

## 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)
Insufficient General Classroom Square Footage	3,150	4,400	\$80	\$80.00	\$132,184	7	3	\$396,552
Missing or Inadequate Multi-Use Play Area	0	0	\$11,436	\$11,436.30	\$0	8	5	\$0
Insufficient Total Parking	0	0	\$1,322	\$1,321.66	\$0	6	1	\$0
Insufficient Student Health Square Footage	0	0	\$30	\$80.00	\$0	7	3	\$0
Insufficient Student Drop Off	0	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	\$30	\$80.00	\$0	7	3	\$0
Insufficient Science Square Footage	1,154	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Physical Education Square Footage	7,544	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	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Janitorial Square Footage	65	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Storage	80	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Food Service Square Footage	8,509	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Faculty Workspace	39	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Computer Lab Square Footage	672	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Career Ed Square Footage	1,577	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Bus Drop Off	0	0	\$20,800	\$20,799.69	\$0	6	1	\$0
Insufficient Administrative Square Footage	755	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Art and Music Square Footage	17,823	0	\$80	\$80.00	\$0	7	3	\$0
Inadequate Number of Handicap Spaces	2	0	\$144	\$143.52	\$0	5	1	\$0
Inadequate Number of Chemical Storage Units	1	0	\$1,464	\$1,464.30	\$0	8	5	\$0
<b>Total</b>					<b>\$132,184</b>			<b>\$396,552</b>

## 5.8 Detailed Space and Room Requirements (Ed. Spec.)

### 5.8.1 Technology and Communications Criteria

#### *Network*

All offices and classrooms require Wi-Fi computer access for mobile lap tops. Sufficient electrical power will be provided in every classroom.

#### *Peripheral Devices*

Offices and workspaces should be equipped to handle devices such as printers, copiers, and scanners. Classrooms should have access to printers, copiers, scanners and any other printing device used for projects.

#### *Projection Capability*

Power and data needs to be provided for a center ceiling mounted projector in each classroom. A retractable projection screen should be available for teaching and presenting projects.

#### *Communications*

Each classroom, common space, and office should be equipped with voice jacks and intercom connection.

### 5.8.2 Power Criteria

Provide the following:

- Minimum of 2 duplex outlets on every wall for technology use in classrooms
- Outlet for wall clock
- Center ceiling outlet for projector
- Computer access with mobile lap tops and sufficient electrical power in every classroom

### 5.8.3 Lighting and Day Lighting Criteria

#### *Day Lighting of Occupied Spaces*

Provide exterior openings (windows or skylights) that result in a daylight illumination level of 25 footcandles in classrooms and in all other occupied spaces as feasible. Daylight modeling shall be used to determine performance. Special attention needs to be provided to reduce glare and to lighting needs in art classrooms.

#### *Classroom Lighting*

- A light level of at least 50 foot candles is required at each general and specialty classroom, measured at a work surface located in the approximate center of the classroom, between clean light fixtures.

- All fixtures will have 2-level switching.
- Light fixtures in spaces with day lighting will be arranged for multiple lighting levels based on partial operation of fixtures controlled by occupancy sensors and photocells. Teacher overrides shall be provided in all classroom spaces.

#### 5.8.4 Environmental Conditioning Criteria

##### *Classroom Temperature*

- Each general and specialty classroom shall have a heating, ventilation, and air conditioning (HVAC) system capable of maintaining a temperature between 68 and 75 degrees Fahrenheit with full occupancy.
- The temperature shall be measured at a work surface in the approximate center of the classroom.

##### *Classroom Air Quality*

- Each general and specialty classroom shall have an HVAC system that continually moves air and is capable of maintaining a CO2 level of not more than 1,200 parts per million.
- The air quality shall be measured at a work surface in the approximate center of the classroom.

#### 5.8.5 Classroom Acoustics Criteria

- The sound level in each general and specialty 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 times in classrooms shall be within a range of 0.4-0.6 seconds.
- All other occupied spaces shall maintain a background sound level of less than 55 decibels.

#### 5.8.6 Furnishing and Equipment Criteria

##### *Classroom Furniture*

Each classroom shall have the following furniture:

- Student work surfaces to accommodate 20 students
- Mobility, store-ability, and flexibility of all furniture is a priority

##### *Table Types*

Standard classroom tables shall be rectangular with durable surfaces. Tables should be flexible for a variety of group configurations. The ability to move the tables around easily and then fold them away quickly is important for the integrity of the curriculum.

Art classroom tables shall be durable, easily moved, and capable of being stored out of the way to accommodate special equipment such as easels for painting.

*Chair Types*

Chairs need to be comfortable, easy to move and stackable for ease of storage.

*White Boards/Tackable Wallboards*

Each classroom shall have a minimum of four whiteboards, 8' wide x 4' high. Each classroom shall have a minimum of 24 SF of tackable wall surface.

## 5.9 Capital Improvement Plan

## Summary Table of Priority Capital Improvements

## Project Cost Details

Alma d'arte Charter High School  
Five Year Facilities Master Plan

## Phase I - Move into Crossroads Buildings

## 1.1 Move into Crossroads Buildings

QTY	UNIT	ITEM	UNIT COST	EXT COST	DATA YR	TCI DATA YR	CURRENT	LAS CRUCES LOC INDEX	ADI COST
4,000.00	SF	Clear Vegetation in Courtyard	\$	\$ 312.21	2010	799	832	0.871	\$ 283.17
100.00	SET	Classroom Seating	\$	\$ 9,250.00	2008	908	832	0.871	\$ 7,382.40
2,370.51	SF	Institutional Casework	\$	\$ 4,172.10	2008	908	832	0.871	\$ 3,329.74
500.00	SF	Sidewalk	\$	\$ 4.09	2010	799	832	0.871	\$ 1,854.76
1,800.00	SF	Tent Cafeteria Structure	\$	\$ 33,732.00	2008	908	832	0.871	\$ 26,921.41
1,800.00	SF	Foundation for Cafeteria	\$	\$ 1,998.00	2008	908	832	0.871	\$ 1,594.60
1,800.00	SF	Slab for Cafeteria	\$	\$ 4,176.00	2008	908	832	0.871	\$ 3,332.85
1,800.00	SF	Lighting/Branch Wiring	\$	\$ 16,650.00	2008	908	832	0.871	\$ 13,288.31
6.00	EA	Infrared Heating Units	\$	\$ 775.00	2010	799	832	0.871	\$ 4,217.43
Subtotal									\$ 62,204.67
Size Adjustment			1.10						\$ 6,220.47
Typical High School			112,500 SF						
Project 1.1			1,800 SF						
Contractor Fees			25%						\$ 15,551.17
Architect Fees			7%						\$ 4,354.33
Total Project 1.1 Cost:									\$ 88,330.63
Total Phase I Cost:									\$ 88,330.63



# Alma d'arte Charter High School Facility Master Plan

## Alma d'arte Charter High School Five Year Facilities Master Plan

### Phase II - North Wing ESC Remodel and Ground Floor CYC Remodel

#### 2.1 North Wing ESC Remodel

QTY	UNIT	ITEM	UNIT COST	EXT COST	DATA YR	TCI DATA YR	CURRENT	LAS CRUCES ADJUST	ADI COST
3,654.33	SF	Gut Interior	\$ 8.20 SF	\$ 29,965.53	2010	799	832	0.871 \$	27,177.95
9.00	EA	Replace Exterior Doors	\$ 1,916.00 EA	\$ 17,244.00	2008	908	832	0.871 \$	13,762.38
52.50	SF	Replace Exterior Windows	\$ 27.50 SF	\$ 1,443.75	2010	799	832	0.871 \$	1,309.44
3.00	EA	New Interior Doors	\$ 842.00 EA	\$ 2,526.00	2008	908	832	0.871 \$	2,015.99
3,654.33	SF	Toilet Partitions, Chalkboards	\$ 1.31 SF	\$ 4,787.18	2008	908	832	0.871 \$	3,820.63
5,993.50	SF	Wall Finishes	\$ 3.59 SF	\$ 21,516.67	2008	908	832	0.871 \$	17,172.38
3,654.33	SF	Floor Finishes	\$ 8.83 SF	\$ 32,267.76	2008	908	832	0.871 \$	25,752.80
3,654.33	SF	Ceiling Finishes	\$ 4.74 SF	\$ 17,321.54	2008	908	832	0.871 \$	13,824.27
20.00	SET	Classroom Seating	\$ 92.50 SET	\$ 1,850.00	2008	908	832	0.871 \$	1,476.48
5.00	EA	Plumbing Fixtures	\$ 4,692.00 EA	\$ 23,460.00	2008	908	832	0.871 \$	18,723.35
5.00	EA	Ranges - 6 Burner/2 Oven	\$ 7,825.00 EA	\$ 39,125.00	2010	799	832	0.871 \$	35,485.35
1.00	EA	Dishwasher	\$ 4,375.00 EA	\$ 4,375.00	2008	908	832	0.871 \$	3,491.67
3,654.33	SF	Domestic Water Distribution/Hot Water	\$ 0.47 SF	\$ 1,717.54	2008	908	832	0.871 \$	1,370.76
3,654.33	SF	Multizone Unit (Heat/Cool)	\$ 18.80 SF	\$ 68,701.47	2008	908	832	0.871 \$	54,830.43
3,654.33	SF	Sprinklers	\$ 0.40 SF	\$ 1,461.73	2008	908	832	0.871 \$	1,166.60
3,654.33	SF	Electrical Service	\$ 1.25 SF	\$ 4,567.92	2008	908	832	0.871 \$	3,645.64
3,654.33	SF	Lighting/Branch Wiring	\$ 9.25 SF	\$ 33,802.58	2008	908	832	0.871 \$	26,977.74
3,654.33	SF	Communications/Security	\$ 3.60 SF	\$ 13,155.60	2008	908	832	0.871 \$	10,499.44
3,654.33	SF	Institutional Casework	\$ 1.76 SF	\$ 6,431.63	2008	908	832	0.871 \$	5,133.06
135.00	LF	Service Drive	\$ 146.00 LF	\$ 19,710.00	2008	908	832	0.871 \$	15,730.49
375.00	SF	Accessible Route to ESC Building	\$ 4.09 SF	\$ 1,533.75	2010	799	832	0.871 \$	1,391.07
Subtotal									\$ 284,757.95
Size Adjustment			1.10						\$ 28,475.79
Typical High School			112,500 SF						
Project 2.1			3,654 SF						
Contractor Fees			25%						\$ 71,189.49
Architect Fees			7%						\$ 19,933.06
Total Project 2.1 Cost:									\$ 404,356.29

# Alma d'arte Charter High School Facility Master Plan

## Alma d'arte Charter High School Five Year Facilities Master Plan

2.2 ESC Restroom Remodel										
QTY	UNIT	ITEM	UNIT COST	EXT COST	DATA YR	DATA YR	TCI	CURRENT	LAS CRUCES ADJUST	ADI COST
637.81	SF	Gut Interior	\$ 8.20	\$ 5,230.06	2010	2010	799	832	0.871	\$ 4,743.53
410.25	SF	New Partitions @ RR's (CMU)	\$ 8.03	\$ 3,294.31	2008	2008	908	832	0.871	\$ 2,629.18
2.00	EA	New Interior Doors	\$ 842.00	\$ 1,684.00	2008	2008	908	832	0.871	\$ 1,344.00
637.81	SF	Toilet Partitions, Chalkboards	\$ 1.31	\$ 835.53	2008	2008	908	832	0.871	\$ 666.84
1,292.00	SF	Wall Finishes	\$ 3.59	\$ 4,638.28	2008	2008	908	832	0.871	\$ 3,701.80
637.81	SF	Floor Finishes	\$ 8.83	\$ 5,631.88	2008	2008	908	832	0.871	\$ 4,494.79
637.81	SF	Ceiling Finishes	\$ 4.74	\$ 3,023.23	2008	2008	908	832	0.871	\$ 2,412.83
14.00	EA	Plumbing Fixtures	\$ 4,692.00	\$ 65,688.00	2008	2008	908	832	0.871	\$ 52,425.39
637.81	SF	Domestic Water Distribution/Hot Water	\$ 0.47	\$ 299.77	2008	2008	908	832	0.871	\$ 239.25
637.81	SF	Multizone Unit (Heat/Cool)	\$ 18.80	\$ 11,990.88	2008	2008	908	832	0.871	\$ 9,569.88
637.81	SF	Sprinklers	\$ 0.40	\$ 255.13	2008	2008	908	832	0.871	\$ 203.61
637.81	SF	Electrical Service	\$ 1.25	\$ 797.27	2008	2008	908	832	0.871	\$ 636.30
637.81	SF	Lighting/Branch Wiring	\$ 9.25	\$ 5,899.77	2008	2008	908	832	0.871	\$ 4,708.58
637.81	SF	Communications/Security	\$ 3.60	\$ 2,296.13	2008	2008	908	832	0.871	\$ 1,832.53
Subtotal										
	Size Adjustment		1.10							\$ 89,608.50
	Typical High School		112,500 SF							\$ 8,960.85
	Project 2.2		638 SF							
	Contractor Fees		25%							\$ 22,402.12
	Architect Fees		7%							\$ 6,272.59
Total Project 2.2 Cost:										\$ 127,244.07

# Alma d'arte Charter High School Facility Master Plan

## Alma d'arte Charter High School Five Year Facilities Master Plan

### 2.3 Ground Floor CYC Main Building Remodel:

QTY	UNIT	ITEM	UNIT COST	EXT COST	DATA YR	TCI DATA YR	CURRENT	LAS CRUCES ADJUST	ADI COST
3,399.34	SF	Gut Interior	\$ 8.20 SF	\$ 27,874.61	2010	799	832	0.871 \$	25,281.54
2.00	EA	Repair Exterior Doors	\$ 1,916.00 EA	\$ 3,832.00	2008	908	832	0.871 \$	3,058.31
4.00	EA	Repair Interior Doors	\$ 842.00 EA	\$ 3,368.00	2008	908	832	0.871 \$	2,687.99
3,399.34	SF	Chalkboards	\$ 1.31 SF	\$ 4,453.14	2008	908	832	0.871 \$	3,554.04
6,948.00	SF	Wall Finishes	\$ 3.59 SF	\$ 24,943.32	2008	908	832	0.871 \$	19,907.19
3,399.34	SF	Floor Finishes	\$ 8.83 SF	\$ 30,016.19	2008	908	832	0.871 \$	23,955.83
40.00	SET	Classroom Seating	\$ 92.50 SET	\$ 3,700.00	2008	908	832	0.871 \$	2,952.96
1.00	LS	Library Furniture	\$ 33,184.00 LS	\$ 33,184.00	2005	717	832	0.871 \$	33,539.07
		1 Attendant Desk	\$ 2,525.00 EA						
		2 Book Trucks	\$ 1,740.00 EA						
		1 30 Tray Card Catalogue	\$ 2,725.00 EA						
		1 Magazine Rack	\$ 3,925.00 EA						
		4 60" Dia. Round Tables	\$ 1,050.00 EA						
		24 Chairs	\$ 6,444.00 EA						
		75 LF Bookshelves	\$ 14,775.00 EA						
3,399.34	SF	Ceiling Finishes	\$ 4.74 SF	\$ 16,112.88	2008	908	832	0.871 \$	12,859.64
3,399.34	SF	Electrical Service	\$ 1.25 SF	\$ 4,249.18	2008	908	832	0.871 \$	3,391.26
3,399.34	SF	Lighting/Branch Wiring	\$ 9.25 SF	\$ 31,443.92	2008	908	832	0.871 \$	25,095.29
3,399.34	SF	Communications/Security	\$ 3.60 SF	\$ 12,237.63	2008	908	832	0.871 \$	9,766.82
		Subtotal							\$ 166,049.93
		Size Adjustment	1.10						\$ 16,604.99
		Typical High School Project 2.3	112,500 SF						
		Contractor Fees	3,399 SF						\$ 41,512.48
		Architect Fees	25%						\$ 11,623.50
			7%						\$ 235,790.90
<b>Total Project 2.3 Cost:</b>									
<b>Total Phase II Cost:</b>									
									\$ 745,053.96

Alma d'arte Charter High School  
Five Year Facilities Master Plan

Phase III: West Wing ESC Remodel and Second Floor CYC Remodel

3.1 West Wing ESC Remodel

QTY	UNIT	ITEM	UNIT COST	EXT COST	DATA YR	TCI DATA YR	CURRENT	LAS CRUCES ADJUST	ADI COST
3,275.92	SF	Gut Interior	\$ 8.20 SF	\$ 26,862.52	2010	799	832	0.871	\$ 24,363.60
7.00	EA	Replace Exterior Doors	\$ 1,916.00 EA	\$ 13,412.00	2008	908	832	0.871	\$ 10,704.08
52.50	SF	Replace Exterior Windows	\$ 27.50 SF	\$ 1,443.75	2010	799	832	0.871	\$ 1,309.44
7.00	EA	Repair Interior Doors	\$ 842.00 EA	\$ 5,894.00	2008	908	832	0.871	\$ 4,703.98
3,275.92	SF	Chalkboards	\$ 1.31 SF	\$ 4,291.45	2008	908	832	0.871	\$ 3,424.99
5,950.00	SF	Wall Finishes	\$ 3.59 SF	\$ 21,360.50	2008	908	832	0.871	\$ 17,047.75
3,275.92	SF	Floor Finishes	\$ 8.83 SF	\$ 28,926.34	2008	908	832	0.871	\$ 23,086.03
3,275.92	SF	Ceiling Finishes	\$ 4.74 SF	\$ 15,527.85	2008	908	832	0.871	\$ 12,392.73
3,275.92	SF	Domestic Water Distribution/Hot Water	\$ 0.47 SF	\$ 1,539.68	2008	908	832	0.871	\$ 1,228.81
3,275.92	SF	Multizone Unit (Heat/Cool)	\$ 18.80 SF	\$ 61,587.23	2008	908	832	0.871	\$ 49,152.58
3,275.92	SF	Sprinklers	\$ 0.40 SF	\$ 1,310.37	2008	908	832	0.871	\$ 1,045.80
3,275.92	SF	Electrical Service	\$ 1.25 SF	\$ 4,094.90	2008	908	832	0.871	\$ 3,268.12
3,275.92	SF	Lighting/Branch Wiring	\$ 9.25 SF	\$ 30,302.23	2008	908	832	0.871	\$ 24,184.12
3,275.92	SF	Communications/Security	\$ 3.60 SF	\$ 11,793.30	2008	908	832	0.871	\$ 9,412.20
3,275.92	SF	Institutional Casework	\$ 1.76 SF	\$ 5,765.61	2008	908	832	0.871	\$ 4,601.52
Subtotal									\$ 189,925.74
Size Adjustment			1.10						\$ 18,992.57
Typical High School			112,500 SF						
Project 3.1			3,276 SF						
Contractor Fees			25%						\$ 47,481.44
Architect Fees			7%						\$ 13,294.80
Total Project 3.1 Cost:									\$ 269,694.55



Alma d'arte Charter High School  
Five Year Facilities Master Plan

Phase IV: New Multipurpose Room

4.1 New Multipurpose Room

QTY	UNIT	ITEM	UNIT COST	EXT COST	DATA YR	DATA YR	TCI	CURRENT	LAS CRUCES ADJUST	ADJ COST
1,814.49	SF	High School	\$ 132.00	\$ 239,512.02	2010	2010	799	832	0.871	\$ 217,231.11
25.00	EA	Tables (Seat 6)	\$ 186.00	\$ 4,650.00	2005	2005	717	832	0.871	\$ 4,699.76
150.00	EA	Chairs	\$ 100.00	\$ 15,000.00	2005	2005	717	832	0.871	\$ 15,160.50
1,303.51	SY	Demolish pavement and curb	\$ 5.55	\$ 7,234.50	2010	2010	799	832	0.871	\$ 6,561.50
11,731.63	SF	Precast Concrete Unit Paving	\$ 11.80	\$ 138,433.18	2010	2010	799	832	0.871	\$ 125,555.25
		Subtotal								\$ 369,208.12
		Size Adjustment	1.10							\$ 36,920.81
		Typical High School	112,500 SF							
		Project 4.1	1,814 SF							
		Contractor Fees	25%							\$ 92,302.03
		Architect Fees	7%							\$ 25,844.57
Total Project 4.1 Cost:										\$ 524,275.53
Total Phase IV Cost:										\$ 524,275.53

**LEASE AGREEMENT**

by and between

**ALMA D'ARTE CHARTER SCHOOL**

and

**LAS CRUCES PUBLIC SCHOOLS**

Dated as of SEPT 11, , 2014



## LEASE

THIS LEASE is entered into on SEPT 11, 2014 and effective as of July 1, 2014, by and between the **Board of Education of the Las Cruces Public School District #2** ("LCPS" or "Lessor"), the governing board a political subdivision of the State of New Mexico (the "State") duly organized and validly existing under the laws of the State, and the **Governing Council of Alma d'arte Charter High School**, the governing board of a validly existing State-chartered public charter school, ("Charter School" or "Lessee").

## RECITALS

- A. LCPS owns certain improved real property described herein as the Leased Property;
- B. LCPS has determined that the lease of the Leased Property described herein is in the best interests of LCPS; and
- C. The Charter School desires to lease the Leased Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the terms of this Lease as follows, as evidenced by their signatures below.

1. DEFINITIONS. The following terms as used in this Lease not otherwise defined elsewhere herein shall have the meanings set forth below:

- (a) "ADDITIONAL RENT": all sums due and payable to LCPS from the Charter School under this Lease in addition to Base Rentals are deemed "Additional Rent".
- (b) "BASE RENTALS": means payments pursuant to Section 7 hereof for and in consideration of the right to use and occupy the Leased Property.
- (c) "BASE RENTAL PAYMENT DATE": means the tenth day of each month.
- (d) "BUILDINGS": means the permanent buildings located on the Leased Property.
- (e) "COMMENCEMENT DATE": Shall be the effective date of this Lease between LCPS and Charter School.

(f) "DISTRICT": Las Cruces Public School District #2, New Mexico, a political subdivision of the State of New Mexico.

(g) "EVENT OF NONAPPROPRIATION": means that the New Mexico Legislature or the New Mexico Public School Capital Outlay Council has failed to grant sufficient money or appropriations to the Charter School to carry out the terms and conditions of this Lease and (ii) the Charter School is unable to pay the Base Rental amounts and Additional Rent from other sources of funds, as determined by the Charter School in its sole discretion. If an Event that Nonappropriation occurs, the Charter School may terminate this Lease as provided in Section 5.1 below.

(h) "LEASE TERM": means and refers to the Initial Term (defined in Section 4 below) plus any Renewal Terms authorized pursuant to Section 6 below

(i) "LEASED PROPERTY": the real property depicted on the Site Survey plat attached hereto as Exhibit A as Tract 1, including the land, buildings and appurtenances except as follows. During the period July 1, 2014 through June 20, 2015, the Leased Property shall not include those buildings noted as "Crossroads" on Exhibit A, which buildings shall be used and occupied by LCPS. LCPS shall vacate the Crossroads buildings by no later than June 30, 2015 and commencing on July 1, 2015, the Leased Property shall include the Crossroads buildings. There will be no increase in the Base Rentals as a result of including the Crossroads buildings as Leased Property or as a result of the completion of the renovations and improvements described in Section 11.1 as Landlord's Work.

(j) "LESSOR": The Board of Education of the Las Cruces Public School District #2.

(k) "LESSEE": The Governing Council of the Alma d'arte Charter School.

2. REPRESENTATIONS AND COVENANTS OF THE LESSOR. LCPS represents and covenants that;

2.1 LCPS is the governing board of a political subdivision of the State validly existing under the laws of the State.

2.2 LCPS is authorized to lease the Leased Property to the Charter School and to execute, deliver and perform its obligations under this Lease.

2.3 The lease of the Leased Property to the Charter School pursuant to this Lease serves a public purpose and is in the best interests of LCPS, the Charter School and their stakeholders.



2.4 The execution, delivery and performance of this Lease by LCPS have been duly authorized by the Board of Education of the District.

2.5 This Lease is enforceable against LCPS in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

2.6 The execution, delivery and performance of the terms of this Lease by LCPS does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which LCPS is now a party or by which LCPS is bound, including the Lease, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of LCPS.

2.7 There is no litigation or proceeding pending or threatened against LCPS or any other Person affecting the right of LCPS to execute, deliver or perform its obligations of LCPS under this Lease.

2.8 LCPS will recognize economic and other benefits by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to LCPS's purpose and operations.

2.9 LCPS is not aware of any current violation of any requirement of law relating to the Leased Property.

2.10 LCPS acknowledges that this Lease may be terminated upon the occurrence of an Event of Nonappropriation, as provided herein, and that the determination of an Event of Nonappropriation shall be within the sole discretion of the Charter School's Governing Council

3. REPRESENTATIONS AND COVENANTS OF THE LESSEE. The Charter School represents and covenants that:

3.1 The Charter School is a State chartered public charter school, authorized by the New Mexico Public Education Commission, and duly organized and validly existing under the laws of the State.

3.2 The Charter School is authorized, under NMSA 1978 §22-8B-4(D), to



lease the Leased Property from LCPS and to execute, deliver and perform its obligations under this Lease.

3.3 The lease of the Leased Property from LCPS pursuant to this Lease serves a public purpose and is in the best interests of the Charter School.

3.4 The execution, delivery and performance of this Lease by the Charter School have been duly authorized by its governing body ("Governing Council").

3.5 This Lease is enforceable against the Charter School in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity, by the exercise by the State and its governmental bodies of the police power inherent in the sovereignty of the State, and by the exercise by the United States of America of the powers delegated to it by the Constitution of the United States of America.

3.6 The execution, delivery and performance of the terms of this Lease by the Charter School, as of the first Base Rental Payment Date, does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Charter School is now a party or by which the Charter School is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Lease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Charter School.

3.7 There is no litigation or proceeding pending or threatened against the Charter School or any other Person affecting the right of the Charter School to execute, deliver or perform its obligations of the Charter School under this Lease.

3.8 The Charter School will recognize a benefit by the leasing of the Leased Property pursuant to this Lease; the Leased Property is property that is necessary and essential to the Charter School's purpose and operations.

3.9 The Charter School is currently occupying the Leased Property, has considered the improvements to the Leased Property proposed by the Lessor and has determined that the improvements will be of benefit to the Charter School and that the Leased Property, as improved, will adequately serve the needs for which it is being leased throughout the Term as defined in Section 6, so long as (i) Lessor completes Landlord's Work in accordance with Section 11.10 and performs its obligation under Section 11 with respect to repairs, replacements and improvements required at the Leased Property for implementation of LCPS' Facilities Master Plan and (ii) the Charter School and Lessor perform their respective maintenance obligations under Section 11.



3.10 The Charter School is not aware of any current violation of any requirement of law relating to the Leased Property.

3.11 The Charter School anticipates receiving sufficient moneys to pay the Base Rentals as defined in this Lease and to perform its other obligations under this Lease, unless an Event of Nonappropriation occurs.

4. LEASE AND TERM. LCPS hereby leases to Charter School and Charter School hereby leases from LCPS the Leased Property for twenty (20) years: July 1, 2014 through June 30, 2034 (hereinafter referred to as the "Initial Term"). Charter School recognizes that LCPS retains ownership rights in the Leased Property; however, LCPS covenants that, during the Lease Term and so long as no Event of Default shall have occurred, the Charter School shall peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from LCPS, except as expressly required or permitted by this Lease.

5. EFFECT OF THE EXPIRATION OR TERMINATION OF LEASE.

5.1 If during the Lease Term an Event of Nonappropriation occurs affecting the following fiscal year, then this Lease shall terminate effective of June 30<sup>th</sup> of the current fiscal year and the Charter School shall (i) vacate the Leased Property on or before June 30<sup>th</sup> of the current fiscal year, (ii) deliver the Leased Property to LCPS on or before June 30<sup>th</sup> of the current fiscal year and (iii) continue to pay Base Rental and all other amounts due until such date as the Charter School has vacated the Property. The Charter School shall give LCPS written notice of an Event of Nonappropriation within ten (10) days after it had occurred.

5.2 The Charter School's current five (5) year charter expires on June 30, 2019. This Lease shall automatically terminate upon the effective date of any nonrenewal or revocation of Charter School's charter. In such event, the Charter School shall vacate the Leased Property on or before the effective date on any nonrenewal or revocation of Charter School's charter. The Charter School shall give LCPS written notice of a nonrenewal or revocation notification from its authorizer within ten (10) days after learning of same and written notice of the effective date of any final decision of nonrenewal or revocation of Charter School's charter within ten (10) days after said decision has been rendered by the applicable authority.

5.3 If either party terminates this Lease as a result of the uncured default of the other party as defined in Section 15, (i) this Lease shall terminate on the date that is sixty (60) days after the non-defaulting party gives the defaulting party written notice of its election to terminate the Lease and (ii) the Charter School shall vacate the Leased Property on or before the effective date of the termination.



5.4 Upon expiration of the Lease Term or earlier termination of the Lease, all obligations of the Charter School and LCPS from after the effective date of the expiration or termination of the Lease shall terminate, except as expressly provided in this Lease. Any accrued, but unpaid obligations of the Charter School or LCPS shall continue until they are discharged in full unless the termination of the Lease is a result of revocation of the Charter School's charter in which event all obligations of the Charter School shall terminate on June 30<sup>th</sup> of that year. The Charter School shall have no right to hold over and continue to occupy the Leased Property after the expiration or termination of this Lease.

6. RENEWAL OF LEASE TERM. This Lease may be extended or renewed, by mutual agreement of the parties and upon such new terms and conditions as may be acceptable to both parties as set forth in a written amendment to this Lease executed by both parties. Such an amendment extending or renewing the Lease Term must be executed prior to the expiration of the current Lease Term.

7. BASE RENTALS.

7.1 Charter School shall pay Base Rentals to LCPS on the Base Rental Payment Dates in an amount equal to the grant received by or awarded to Charter School pursuant to NMSA 1978 §22-24-4(I) from the public school capital outlay fund as authorized by the Public Schools Capital Outlay Council ("PSCOC") in accordance with NMSA 1978 §22-24-4(I), in monthly increments equal to 1/12<sup>th</sup> of the grant for each school year.

7.2 If requested by Charter School, LCPS agrees to join with the Charter School in applying to the PSCOC for funds to be used for Charter School's lease payments.

7.3 Notwithstanding any other provision of this Lease, Charter School shall pay no Base Rent, utilities, or other amounts on any portion of the improvements to the Leased Property that has not received the occupancy permits necessary for Charter School's operations on the Leased Property.

8. PARTIAL MONTHS. Base Rentals for any partial months will be prorated based on a thirty (30) day month.

9. USE. Charter School shall use the Leased Property only for the purpose of a Charter School existing under the laws of the State, and a Charter School's related activities, including but not limited to those activities described in the Charter School's charter and community educational and arts programs conducted during non-school hours.

10. LESSEE'S MODIFICATIONS, INSTALLATIONS AND ALTERATIONS. The



Charter School, at its own expense, may make non-structural modifications or improvements to the Leased Property with LCPS' prior consent, not to be unreasonably withheld, if the Leased Property, after such modification and improvements, shall continue to be used as provided herein and shall otherwise be subject to the terms of this Lease; provided, however, LCPS may deny consent for any such modifications or improvements in its sole discretion if LCPS determines that (i) such modification or improvements may (A) in any way damage the Leased Property as it existed prior thereto and (B) adversely affect or increase the demand on the mechanical, electrical, heating or cooling systems of the Leased Property, or (ii) the value of the Leased Property after such modifications and improvements would not be at least as great as the value of the Leased Property prior thereto. Construction of any such modifications or improvements shall be conditioned upon the Charter School obtaining all authorizations and approvals required by the New Mexico Public Education Department, PSCOC, New Mexico Public School Facilities Authority, and local and state building authorities prior to commencement of construction. The phrase "modification or improvements" does not mean or include the installation of removable trade fixtures that do not require a construction permit for installation, all of which may be installed by the Charter School without LCPS's prior consent and shall remain the personal property of the Charter School. Unless otherwise required by law or agreed in writing between LCPS and Charter School, all work for any modifications or improvements in or on the Leased Property shall be performed by the Charter School at its own cost and expense by qualified licensed contractors that provide bonds and insurance as required by LCPS. Charter School shall only perform modifications or improvements to the Leased Property in conformance with the terms of this Lease. LCPS agrees not to unreasonably withhold consent or otherwise prevent Charter School from obtaining and receiving capital funding for construction, repairs and maintenance to the Leased Property and Charter School agrees to consult with LCPS prior to seeking appropriations or other funding for capital improvements to the Leased Property. Charter School agrees not to interfere with or prevent LCPS from receiving capital funding for the construction, repairs and maintenance to the Leased Property or any other property owned by LCPS.

## 11. REPAIR AND MAINTENANCE OF LEASED PROPERTY

11.1 Landlord's Work. LCPS has established, and commits, a budget of Four Million Dollars (\$4,000,000) for renovations and improvements to the Leased Property. Those renovations and improvements are described generally on Exhibit B. LCPS and Charter School agree to work cooperatively to develop, within a reasonable period of time, a detailed scope of work and preliminary plans, as well as a project schedule, sufficient for LCPS to be able to enter into a design-build contract for such renovations and improvements for a contract sum that does not exceed \$4,000,000.00. Upon approval by Charter School and LCPS of such detailed scope of work, preliminary plans and project schedule, the parties shall execute an amendment to this Lease, incorporating the detailed scope of work and preliminary plans as the substitute Exhibit B, and adopting



the approved project schedule. The work described in the substitute Exhibit B and the plans referenced therein is referred to herein as the "Landlord's Work". Landlord shall perform the Landlord's Work at LCPS' expense, in general accordance with the adopted project schedule subject to delay caused by events and circumstances beyond the control of the parties and the Design-Builder engaged to design and construct the Landlord's Work ("Force Majeure Delay"). All of the Landlord's Work shall comply with New Mexico Public School Facilities Authority ("NMPSFA") adequacy standards, and all other local, state and federal laws and regulations applicable to the design and construction of the Landlord's Work (collectively, the "Legal Requirements"). Landlord's Work shall be performed pursuant to a Design-Build Construction Contract, between LCPS and GenCon Corporation, or its affiliate, ("Design-Builder") with Studio D Architects, PA designated as the architect ("Architect") under the Design-Build Contract. LCPS shall involve the designated representative of the Charter School in the review and approval of the in-progress and final construction documents prepared for the Landlord's Work by the Architect on behalf of the Design-Builder, before the construction documents are submitted to NMPSFA for approval. During construction, the designated representative shall be invited to participate in the regularly scheduled on-site project meetings concerning the Landlord's Work. Further, LCPS agrees to respond to reasonable requests from the Charter School's designated representative for additional information concerning the status of the design and construction of the Landlord's Work. The Charter School hereby designates Mark Hartshorne as its representative with respect to the design and construction of the Landlord's Work. The Charter School may designate a different representative by written notice to LCPS. The Charter School agrees to cooperate with LCPS and the Design-Builder in connection with the performance of the Landlord's Work, including without limitation relocating activities and students to alternate locations on the Leased Property as needed to accommodate construction activities. LCPS will direct Design-Builder to develop its construction schedule in consultation with the Charter School in order to lessen the disruption to the Charter School's operations, to the extent reasonably practicable. In connection with the performance of the Landlord's Work, LCPS shall have the obligation to obtain a certificate of occupancy from the applicable governmental authority permitting the Charter School's occupancy of the Leased Property.

11.2 Building Structure. LCPS at its expense shall maintain and keep in good repair and condition all structural portions and all exterior parts of the buildings on the Leased Property, including the foundation, floor/ceiling joists, weight-bearing walls, columns, beams, roof, exterior doors, windows, including glass, portals, canals, and all outside drains, electrical, plumbing and gas supply lines, and water wells/pipes and related equipment on the Leased Property that are owned by LCPS (the "Building Structure"). In consideration of Landlord's Work and to offset the cost of maintenance, repairs and replacements for the Leased Property and Landlord's other obligations under



this Section 11, the Charter School shall waive and LCPS will retain the Charter School's share of the Senate Bill 9 and House Bill 33 mill levy proceeds otherwise allocated to the Charter School pursuant to NMSA 1978 Sections 22-25-7(C) and 22-26-9. Charter School shall retain the "State Match" of Senate Bill 9 funds for the Lease Term, as well as any other all other capital or supplemental funding made available for capital improvements to which the Charter School may be entitled pursuant to applicable laws currently in place or subsequently enacted

11.3 Facilities Master Plan. LCPS shall be responsible for all of the repairs, replacements and improvements required at the Leased Property for implementation of LCPS' Facilities Master Plan for Las Cruces Public Schools, at no additional cost to the Charter School. The Leased Property shall be included in and kept on the LCPS's Facilities Master Plan during the Lease Term. The Charter School, however, shall not be foreclosed or prevented from submitting its own Facilities Master Plan as contemplated by and consistent with the Public School Capital Outlay Act.

11.4 Building Systems and Major Repairs. LCPS shall maintain and keep in good repair and working order all mechanical, electrical, plumbing, heating, cooling systems and equipment at the Leased Property, as well as the electrical, water, natural gas and sewer lines on the Leased Property that are owned by LCPS ("Building Systems"), at no additional cost to the Charter School. LCPS shall have no obligation to maintain or repair the electrical, water, natural gas and sewer lines owned by the respective utility providers, even if located on the Leased Property. LCPS shall also, upon the prior written request of Charter School, perform necessary repairs and replacements of the interior of the Buildings that are reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more for each such repair or replacement. Any repair or replacement to the interior of the Buildings that is reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00) shall be performed by Charter School. .

11.5 Roads, Parking and Playground. Charter School at its expense shall maintain and keep in a good, safe, clean and sanitary condition (i) all driveways, parking lots and sidewalks located on the Leased Property, and (ii) all playgrounds, playing fields and landscaped areas, including without limitation irrigation and lighting, located on both the Leased Property and Tract 2 as shown on the Site Survey plat attached hereto as Exhibit A ("Tract 2") (collectively, "Grounds Maintenance"). LCPS shall require the tenant of Tract 2, currently J. Paul Taylor Academy ("Tract 2 Tenant") to make the playing fields and landscaped open spaces located on Tract 2 available for use by Charter School when not in use by J. Paul Taylor Academy, subject to reasonable conditions, rules and regulations. Charter School's performance of the Grounds Maintenance obligations shall be deemed Additional Rent to LCPS. Charter School's maintenance obligations under this Section 11.5 shall extend to any repair or replacement that is



reasonably estimated to cost less than Three Hundred Fifty Dollars (\$350.00). Any repair or replacement for or affecting driveways, parking lots and sidewalks, playgrounds, playing fields or landscaped areas that is reasonably estimated to cost Three Hundred Fifty Dollars (\$350.00) or more shall be performed by LCPS, upon the prior written request of Charter School.

11.6 Technology. Charter School agrees to maintain all technology and infrastructure for electronic and telecommunications systems installed in the buildings on the Leased Property (maintenance of the communication lines connecting to the buildings shall be responsibility of the communication services provider or LCPS, whichever is the owner of these communication lines).

11.7 Charter School's Furniture, Equipment and Interior Furnishings. During the Lease Term, Charter School at its expense shall purchase, maintain, repair and replace as reasonably necessary all school furniture, such as desks and book shelves, school equipment, such as computer work stations, and fixtures and interior furnishings of the school facilities, including without limitation carpeting.

11.8 Other Charter School Repair and Maintenance Obligations. Charter School at its expense shall maintain and keep the entire interior of Buildings (other than Building Systems and Major Repairs) in a clean and sanitary condition and good working order and repair, including ordinary, necessary and customary janitorial and custodial services and supplies. Charter School shall be responsible for, and repair (or reimburse LCPS for the cost to repair) damage to the Leased Property resulting from misuse of the Leased Property, or acts of negligence or willful misconduct, by the Charter School or its sublessees, licensees or invitees (e.g. vandalism by students or licensees that the Charter School permits to use portions of the Leased Property), to the extent not reimbursed or paid by the property insurance maintained by LCPS.

11.9 Compliance with Law and Regulations. Throughout the Lease Term including any Renewal Term, LCPS shall cause the improvements to the Leased Property that are LCPS' obligation to maintain to be in maintained and repaired in compliance with all applicable federal, state and local laws, regulations, codes and ordinances governing the physical condition of the Leased Property and any repairs thereto ("Laws"), including those relating to health, safety and the environment; and all requirements of all insurance companies writing property insurance policies covering the Leased Property or any part or parts thereof; regardless of whether any of the foregoing requirements are now in force or hereafter become enacted and made applicable to the Leased Property, except to the extent that any such failure to cause the Premises to comply with applicable Laws is caused by the School. LCPS, at its expense, shall perform any repairs to the Leased Property required by reason of such Laws. LCPS shall pay all costs, expenses, fines, penalties or damages ("Penalties") that may in any manner



arise out of or be imposed because of the failure of the Leased Property to comply with Laws, unless the failure to comply with Laws is caused by the Charter School. LCPS shall not be required to pay any Penalties that are imposed because of the failure of the Leased Property to comply with Laws if the failure to comply is caused by the Charter School, which Penalties shall be the responsibility of the Charter School. LCPS reserves the right upon notice to Charter School and at all reasonable times to enter the Leased Property for the purposes of inspecting the Leased Property and performing all work as may be necessary to assure compliance with Laws and to perform the maintenance and repairs to the Leased Property that LCPS is required or permitted to perform, subject to reasonable school safety or security requirements established by the Charter School.

11.10 Limits to LCPS' Contribution Towards Maintenance and Repairs. LCPS agrees to provide the maintenance and repairs to the Leased Property required by the terms of this Lease within a reasonable period of time; provided, however, necessary or desirable repairs and maintenance of the Leased Property will be prioritized along with the other Las Cruces Public Schools' properties in a reasonable manner by LCPS, with equal consideration given to the Leased Property and all other Las Cruces Public Schools' properties in the process of prioritizing the needs of the various properties. Without limiting the foregoing, LCPS will include the Leased Property in LCPS' Facility Master Plan in accordance with Section 11.3 and in LCPS' facility management information system and consider the maintenance and repair needs of the Leased Property on a par with all other Las Cruces Public Schools' properties, in a manner consistent with LCPS' Facility Master Plan and the funding available for the implementation of the Facility Master Plan.

## 12. UTILITIES AND INSURANCE.

12.1 LCPS's Property Insurance. LCPS at its expense shall carry property insurance through the New Mexico Public School Insurance Authority ("NMPSIA") insuring the Leased Property at its full replacement value throughout the Lease Term, including any Renewal Term, and insuring all of its personal property, including any fixtures owned by LCPS, located at the Leased Property.

12.2 Charter School's Property Insurance. Charter School at its expense shall insure itself against loss or damage to Charter School's personal property, including fixtures, owned by the Charter School located at the Leased Property. The Charter School shall, at its own expense, obtain and maintain all other insurance coverage required of it pursuant to Section 6.20.2.20 NMAC, including without limitation adequate commercial general liability insurance and workers compensation insurance.

12.3 Casualty Loss. If during the Lease Term, including any Renewal Term, the Leased Property is rendered unusable by Charter School as a result of fire or any



other casualty, whether in whole or in part, and the Charter School vacates the Leased Property or portion thereof affected by casualty damage, then Charter School's obligation to pay rent shall abate during such period in proportion to Charter School's loss of use of the Leased Property but only to the extent that the Charter School actually vacates the Leased Property or portions thereof. In the further event that restoration of the Leased Property is impossible within ninety (90) days after such occurrence, then the Charter School may terminate this Lease upon sixty (60) days prior written notice to LCPS.

12.4 Utilities Payable by Charter School. The Charter School, at its expense, shall pay all the charges for utility services to the Leased Property, including water, electricity, natural gas, telephone and internet services and refuse collection. The Charter School shall pay utility charges directly to the charging entity.

13. INSPECTION OF THE LEASED PROPERTY. LCPS and its duly authorized agent shall have the right (but not the obligation), on reasonable advance notice to the Charter School, at all reasonable times, at its expense, to examine and inspect the Leased Property (subject to such regulations as may be imposed by the Charter School for safety or security purposes). Upon reasonable advance notice, LCPS and its duly authorized agent shall also be permitted (but shall have no obligation), at all reasonable times, to examine the books, records, reports and other papers of the Charter School with respect to the Leased Property.

14. INDEMNITY AND RELATED PROVISIONS.

14.1 The Charter School, not LCPS, shall be liable for any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of the Charter School or any third party) occurring on the Leased Property from any cause whatsoever ("Claims"), except to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS's breach of its obligations under this Lease. To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, the Charter School shall indemnify, defend and save harmless LCPS, its officers, agents, employees and contractors from all losses, damages, fines, penalties, liabilities and expenses (including LCPS' personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Claims, regardless of whether claims involve litigation or bankruptcy) resulting from any injury to any person or from any loss of or damage to any property occurring on the Leased Property and attributable to the acts or omissions of the Charter School, its employees, agents, contractors, licensees or invitees or to Charter School's breach of its obligations under this Lease. Charter School agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically



covers claim and actions brought by its employees against LCPS. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Lease. Charter School shall promptly notify LCPS of casualties or accidents occurring on or about the Leased Property. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, Charter School shall indemnify LCPS only to the extent of Charter School's own negligence or that of its employees, agents, contractors, invitees and licensees, to the extent permitted by law and subject to the immunities provided by law.

- 14.2 To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, LCPS shall indemnify, defend and save harmless the Charter School, its officers, agents, employees and contractors from any claims attributable to any injury to any person, or for any loss of or damage to any property (including damage to property of LCPS or any third party) occurring on the Leased Property to the extent caused by the negligence or willful misconduct of LCPS or its employees, agents, contractors, licensees or invitees, or from LCPS' breach of its obligations under this Lease ("Indemnified Claims") (including the Charter School's personnel and overhead costs and attorneys' fees and other costs incurred in connection with such Indemnified Claims, regardless of whether the Indemnified Claims involve litigation or bankruptcy) but only to the extent attributable to the negligent acts or omissions or willful misconduct of LCPS, its employees, agents, contractors, licensees or invitees or to LCPS' breach of its obligations under this Lease. LCPS agrees that, to the extent permitted by law and subject to the immunities provided by law, the foregoing indemnity specifically covers claim and actions brought by its employees against the Charter School. The indemnification provided for in this Section with respect to acts or omissions during the Lease Term shall survive the termination or expiration of this Lease. Notwithstanding the foregoing, if Claims arise from the concurrent negligence of LCPS and the Charter School or their respective employees, agents, contractors, invitees and licensees, LCPS shall indemnify the Charter School only to the extent of LCPS' negligence or the negligence of its employees, agents, contractors, invitees and licensees and only to the extent permitted by law and subject to the immunities provided by law.

15. DEFAULT; EVENTS OF DEFAULT DEFINED

- 15.1 Any of the following shall constitute an "Event of Default" under this



Lease:

(a) failure by the Charter School to vacate the Leased Property by the end of the current fiscal year after an Event of Nonappropriation (as defined above) has occurred affecting the following fiscal year;

(b) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the Charter School in all or any portion of the Leased Property made without written approval by LCPS, which approval may be granted or withheld in its sole discretion; or

(c) failure by either party to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice for a failure that can be cured by payment of money (i.e., a "Monetary Default") and forty-five (45) days after written notice for a default that cannot be cured by the payment of money ("Non-Monetary Default"). If it is not possible for a Non-Monetary Default to be cured within a 45-day period, then the non-defaulting party shall not withhold its consent to an extension of such cure period for up to ninety (90) days if corrective action was promptly instituted prior to the expiration of the 45-day period and diligently and continuously pursued.

15.2 The provisions of this Section are subject to the following limitations:

(a) the Charter School shall be obligated to pay Base Rentals and Additional Rent only during the Lease Term and any period thereafter during which it continues to occupy the Leased Property; and

(b) if performance of any covenant, condition or agreement under this Lease is delayed as a result of an event or circumstance beyond the control of a party (a "Force Majeure Event"), which shall include without limitation governmental actions or inaction (including a failure of the PSCOC timely funding distributions of lease assistance payments to the Charter School), inclement weather, acts of god or any other event or circumstance beyond the control of the affected party, then the time for performance shall be extended day-for-day for each day that the performance is unavoidably prevented by the Force Majeure Event.

## 16. REMEDIES ON DEFAULT.

16.1 Whenever any Event of Default occurs with respect to this Lease, the non-defaulting party shall notify the defaulting party of said Event of Default in writing of the default and include in the notice of default that the party has thirty (30) days to cure a



Monetary Default and forty-five (45) days to cure a Non-Monetary Default, subject to unavoidable delay caused by Force Majeure Events (as defined above). A party shall not exercise any remedies available to for an Event of Default until the applicable cure period provided for in this paragraph has elapsed. A non-defaulting party shall not impair the defaulting party's opportunity to cure the Event of Default.

16.2 If a noticed Event of Default is not cured within the time allowed then the non-defaulting may elect to pursue any remedy available at law or in equity, including without limitation any one or any combination of the following remedies:

(a) terminate the Lease by written notice to the other party, with such termination being effective at least sixty (60) days after the date of the written notice, and recover damages for the breach of this Lease. The Charter School shall vacate the Leased Property as of the effective date of the termination;

(b) with respect a default by the Charter School, terminate the Charter School's possession of the Leased Property by written notice to the Charter School, with such termination being effective at least sixty (60) days after the date of the written notice, reenter the Leased Property and re-lease the Leased Property on account of Charter School and apply the collected rents to the costs of collection and re-leasing and then to any unpaid Base Rentals, Additional Rent and other charges, which is then due and payable, or which may thereafter become due and payable;

(c) cure the default at the defaulting party's expense and, with respect to a LCPS default, withhold, reduce or offset such amount against any payments of Base Rent, Additional Rent or any other charges due and payable to LCPS under this Lease;

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

(e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Leased Property under this Lease.

17. HOLDOVER. Any holding over by Charter School after the expiration or termination of the Lease Term, including any Renewal Term, shall be construed as a tenancy at sufferance terminable by LCPS at any time with thirty (30) days prior notice, and subject to all of the covenants, conditions, provisions and obligations of this Lease, including without limitation the obligation to pay Base Rentals and Additional Rent.



18. ASSIGNMENT AND SUBLETTING. The Charter School shall not assign the Lease or sublet the Leased Property or permit a third party to use and occupy the Leased Property without LCPS's prior written consent, which may be granted or withheld in its sole discretion, except as provided in the following sentence. The Charter School may make the auditorium and other portions of the Leased Property available for events sponsored by the Charter School or LCPS without charge and may make the auditorium and adjacent kitchen facilities and other portions of the Leased Property available to individuals and organizations for private events, for a reasonable fee, subject to and in compliance with LCPS' building use policies and procedures applicable to the use of LCPS facilities and other terms and conditions that may be imposed by the Charter School (e.g., sufficient cash damage deposits, restrictions on amplified sound, etc.). Any prohibited assignment, sublease, license, use permit or occupancy permit shall be void.

19. WAIVER. Failure of LCPS or the Charter School to insist upon the strict performance of any provision or to exercise any remedy shall not be construed as a waiver of the future performance of any such provision or the right to exercise such remedy. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving party. No payment by Charter School or receipt by LCPS of an amount less than the Base Rentals shall be deemed to be other than on account of the most delinquent amount of Base Rental, Additional Rent or other amounts then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Base Rentals be deemed an accord and satisfaction, and LCPS may accept such check or payment without prejudice to LCPS's right to recover the balance of such Base Rentals or other amounts or pursue any other remedy provided in this Lease. Neither acceptance of the keys nor any other act or thing done by LCPS or any agent or employee of LCPS during the Lease Term, including any Renewal Term, shall be deemed to be an acceptance of a surrender of the Leased Property, which may be implemented only by an agreement in writing signed by LCPS, accepting or agreeing to accept such a surrender.

20. SIGNAGE. The Charter School's signage currently on the Leased Property is deemed approved by LCPS. With LCPS' prior written approval, Charter School may install additional signage on the Leased Property or modify the existing signage on the Leased Property, at Charter School's sole expense, so long as the signage complies with applicable governmental regulations.

21. REQUIREMENTS FOR LESSEE'S RENEWAL. Charter School acknowledges that Charter School will only be allowed to renew the Lease if there is no uncured default under the terms of this Lease. Charter School hereby acknowledges that Charter School has assumed all of its obligations for compliance with this Lease.

22. NON-APPROPRIATION – BATEMAN ACT. In accordance with NMSA Section 6-6-11 and the New Mexico Constitution, Article IX, Section 11, if the performance of



any of LCPS' obligations under this Lease require the expenditure of funds those obligations are contingent upon sufficient appropriations and authorization being made by LCPS for the performance of this Lease; provided however, such lack of sufficient appropriations and authorization shall not entitle LCPS to terminate this Lease. Nothing in this Section shall be interpreted as limiting the Charter School's right to terminate this Lease should an Event of Non-Appropriation occur with respect the Charter School, in accordance with Section 5.1 above.

23. MISCELLANEOUS PROVISIONS.

23.1 Whenever the singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, association, or any other similar entity.

23.2 The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

23.3 This instrument is an integrated writing and supersedes any oral statements or representations or prior written matter not contained in this instrument. This instrument may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest or permitted assigns.

23.4 Time is of the essence of each term and provision of this Lease.

23.5 Days shall mean "calendar days" unless otherwise defined. If the date set for performance under this Lease falls on a day that is a Saturday, Sunday or federal holiday, then the date shall be extended to the next day that is not a Saturday, Sunday or federal holiday.

23.6 Charter School represents that it has not had any dealings with any realtor, broker, or agent in connection with the negotiation of this Lease and agrees to pay and to hold LCPS harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent Charter School, with respect to this Lease or the negotiation of this Lease. LCPS agrees to hold Charter School harmless from any cost, expense, or liability for any compensation, commission, or charges claimed by any realtor, broker, or agent claiming to represent LCPS with respect to this Lease or the negotiation of this Lease.

23.7 Each provision to be performed by Charter School or LCPS shall be construed to be both a covenant and a condition.



23.8 All rights and obligations under this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto. Each person executing this Lease represents that he or she is an agent or representative of a party hereto duly authorized to execute this Lease on behalf of such party and to bind that party to the performance of such party's obligations hereunder and the he or she has no authority to bind either parties' employees, officers, directors, board members or governing council members, their successor or assigns, individually to the obligations of this Lease.

23.9 All covenants, stipulations, promises, agreements and obligations of LCPS or the Charter School, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Charter School or LCPS, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Charter School or LCPS 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, servant or other agent of the Charter School or LCPS or any natural person executing this Lease or any related document or instrument.

23.10 No notice or other communication given in connection herewith shall be validly given, unless in writing and delivered in person or sent by a nationally recognized delivery service or by registered or certified United States mail to the address set forth in Section 23 or to such other addresses as LCPS or Charter School may from time to time designate in writing and deliver to the other. Notices or other communications shall be deemed given or received upon delivery, if delivered in person, or upon forty eight (48) hours after deposit in the mail, if delivered by mail or by an express mail service.

23.11 If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

23.12 Anything to the contrary herein notwithstanding, Charter School is not LCPS's agent, partner or representative for any purpose whatsoever, nor is LCPS the Charter School's agent, partner or representative for any purpose whatsoever.

23.13 The rights and remedies of Charter School and LCPS under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed at law or in equity. All indemnities and other similar obligations of either party hereunder which by their nature extend beyond the expiration or earlier termination of this Lease shall survive such expiration or earlier termination, and shall be enforceable to the extent permitted by applicable law.



23.14 If a party ("Defaulting Party") fails to perform any covenant, obligation, duty or agreement ("Obligations") under this Lease, or otherwise breaches this Lease and fails to cure such breach after notice thereof within the applicable cure period, the other party ("Non-Defaulting Party") may, at its option, perform such Obligations or undertake such cure at the Defaulting Party's expense, and Defaulting Party shall reimburse the Non-Defaulting Party for the costs incurred by the Non-Defaulting Party in connection therewith within thirty (30) days after receipt of a demand for reimbursement together with documentation reasonably substantiating the costs incurred.

23.15 Amounts due to a party under the terms of this Lease that are not paid within thirty (30) days after the date due shall bear interest at the rate of ten percent (10%) per annum from the date due until paid.

23.16 This Lease may be executed in counterparts, and each counterpart will be deemed to be an original that together will constitute a single instrument.

23.17 Each party shall remain eligible and receive all capital outlay distributions to which it is entitled in accordance with state law except as expressly provided in this Lease.

23.18 The Parties hereby acknowledge that each of them has read and understands the terms and conditions of the Lease, has had an opportunity to consult with independent legal counsel and to affirmatively participate in the drafting of this Lease. Each Party enters into this Lease freely and with a full understanding of all of its terms and conditions, and accordingly, in the event of a dispute over the meaning of this Lease or the intent of the Parties, no provision herein shall be construed against either Party as the drafter thereof.

23.19 Each party represents to the other that it has full power and authority to enter into this Lease; that all actions necessary for the execution of this Lease have been taken; and that each person signing below has been duly authorized to sign this Lease and bind such party to all of its terms, provisions and conditions.

23.20 This Lease sets forth all of the covenants, promises, agreements, conditions and understandings between LCPS and Charter School respecting the Leased Property. No alteration, amendment, modification, change, or addition to this Lease shall be binding upon LCPS and Charter School, unless reduced to writing and signed by LCPS and Charter School.

24. NOTICES. All notices must be sent in writing to:

to LCPS at: Las Cruces Public Schools  
Attn. Stan Rounds, Superintendent

505 South Main  
Las Cruces, NM 88001  
Fax: 575-527-5972

with a copy to: Cuddy & McCarthy, LLP  
1701 Old Pecos Trail  
Santa Fe, NM 87505  
Fax: 505.954.7373

to Charter School at: Alma d'arte Charter High School  
Attn: Principal  
402 W. Court Ave.  
Las Cruces, NM 88005  
Fax: 505.527.5329

with a copy to: Matthews Fox, P.C.  
1925 Aspen Drive, Suite 301A  
Santa Fe, NM 87505  
Fax: 505.474.3727

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

(signatures on following pages)

LESSOR:

BOARD OF EDUCATION OF THE LAS  
CRUCES PUBLIC SCHOOL DISTRICT #2

By: Bonnie Votaw

Name: BONNIE VOTAW

Title: BOARD PRESIDENT

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

COUNTY OF DONA ANA )

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER 2014, by BONNIE VOTAW, as PRESIDENT [title] for and on behalf of the Board of Education of the Las Cruces Public School District #2, the governing body of a local political subdivision of the State of New Mexico.

M. Tina Gonzalez  
Notary Public

My commission expires: 3-22-2016



OFFICIAL SEAL  
M. TINA GONZALEZ  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 3-22-2016



LESSEE:

GOVERNING COUNCIL OF ALMA D'ARTE  
CHARTER HIGH SCHOOL

By:

Gene H Elliott

Name:

GENE H ELLIOTT

Title:

President

ACKNOWLEDGMENT

STATE OF NEW MEXICO )

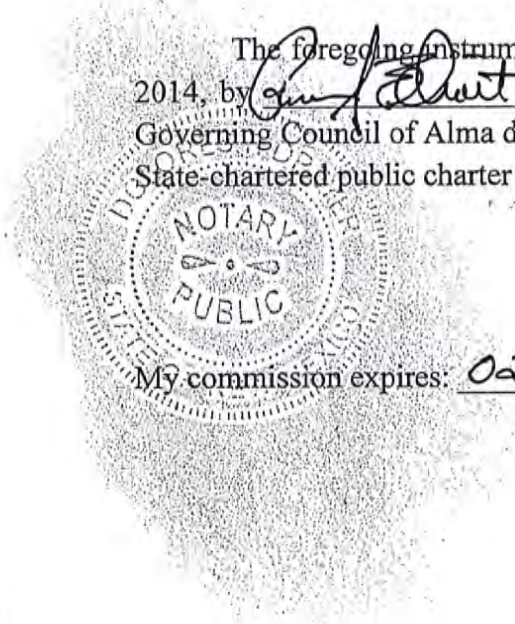
COUNTY OF )

Bona Ana )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September 2014, by Gene H Elliott, as President [title] for and on behalf of the Governing Council of Alma d'arte Charter High School, the governing body of a validly existing State-chartered public charter school.

Alvarez F. Abreger  
Notary Public

My commission expires: 02-08-2018



# EXHIBIT A

## CHARTER SCHOOL CAMPUS

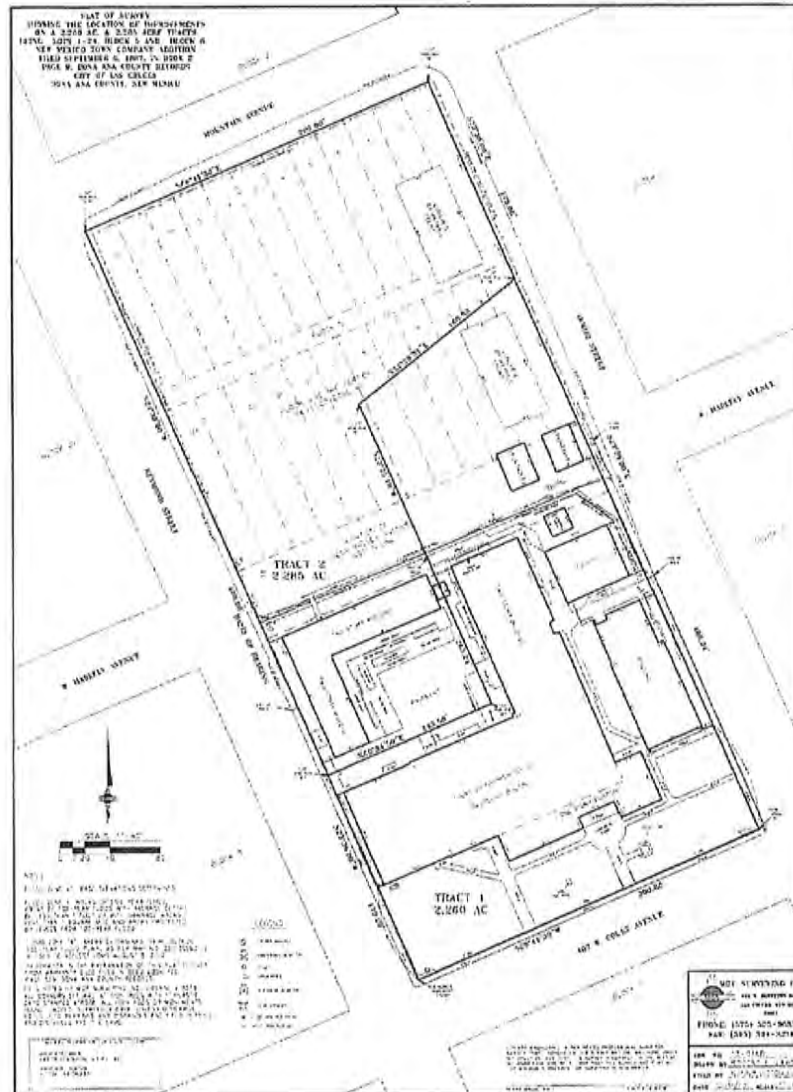
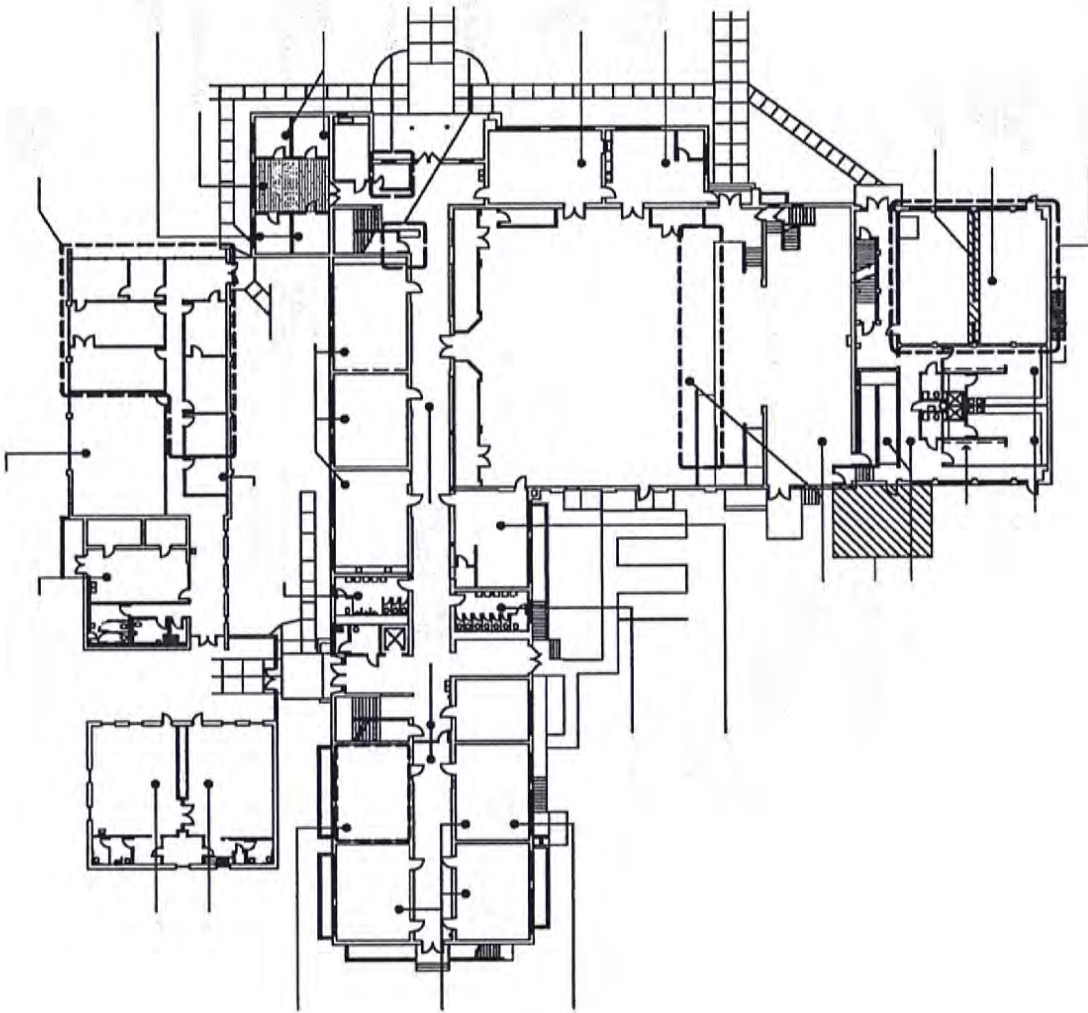


EXHIBIT B

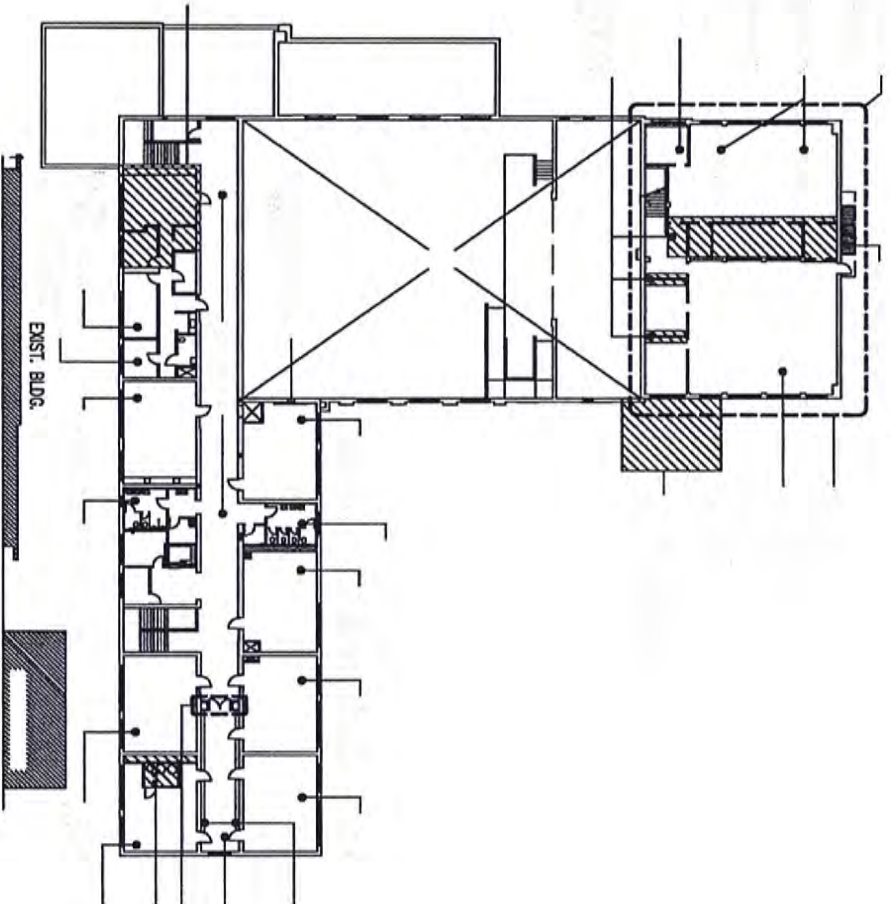


GENERAL NOTES

ALMA D' ARTE



GENERAL NOTES



ALMA D' ARTE

