

School Location Within District Notification Form

The Charter Contract, was entered into by and between the New Mexico Public Education Commission, and **[Aldo Leopold Charter School]**, effective **[1]** of **[July]**, **[2015]**. **[Aldo Leopold Charter School]** was approved for a **[5 years]** Charter Contract.

[Aldo Leopold Charter School] requests consideration from the Public Education Commission (PEC) to change the terms of its Contract as follows:

Charter Contract currently states:

SCHOOL NAME: Aldo Leopold Charter School

ORIGINAL ADDRESS: 1422 Hwy 180 Silver City, NM 88061

AUTHORIZED GRADE LEVELS: 6-12

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

EFFECTIVE DATE OF CHANGE: Phase 1 Move grades 9th-12th August 12, 2019. Phase 2 Move grades 6th-8th August 2020

SCHOOL NAME: Aldo Leopold Charter School

NEW PHYSICAL ADDRESS: 410 West 10th street

AUTHORIZED GRADE LEVELS: 6th-12th

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

[Aldo Leopold Charter] School Location within District Notification is hereby submitted by, **[Wayne Sherwood]**, on **[19 July 2018]**, and affirms the school meets the following eligibility criteria:

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



Charter School Representative Signature

10-4-19

Date

[SCHOOL NAME'S] School Location within District Notification was:

☐ Approved ☐ Denied

Chair, Public Education Commission

Date

Governing Council Action Item

Action Item: Moving amendment change form

Submitted By: Wayne Sherwood **Date:** July, 19 2018

Statement: ALCS grades 9-12 will move to Ritch Hall, West 10th street, Western New Mexico University campus in Silver City, NM. Date of move will depend on all agreements are met with WNMU straight lease agreement, and the completion of construction. Current projection is Fall 2018.

Motion:

I move to accept the move to WNMU.


Made by: Shauna McCosh (Chair)
AJ Sandoval (Vice Chair)
Mary Gruszka (Sec.)
David Peck
Christa Osborn

Seconded by: Shauna McCosh (Chair)
AJ Sandoval (Vice Chair)
Mary Gruszka (Sec.)
David Peck
Christa Osborn

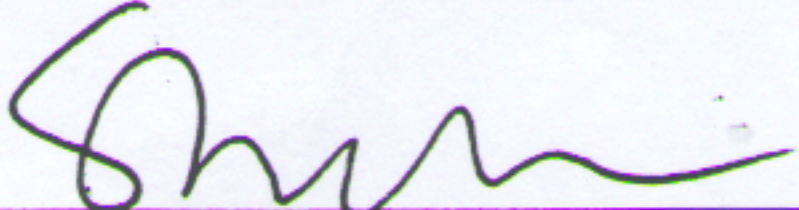
Voting Results:

	For	Against	Abstain
Shauna McCosh	✓		
AJ Sandoval	✓		
Mary Gruszka <i>Absent</i>			
David Peck	✓		
Christa Osborn	✓		
<i>Hannah Wecker</i>			✓

Notes:


Director's Signature

7-19-18
Date


Chair's Signature

7/19/18
Date

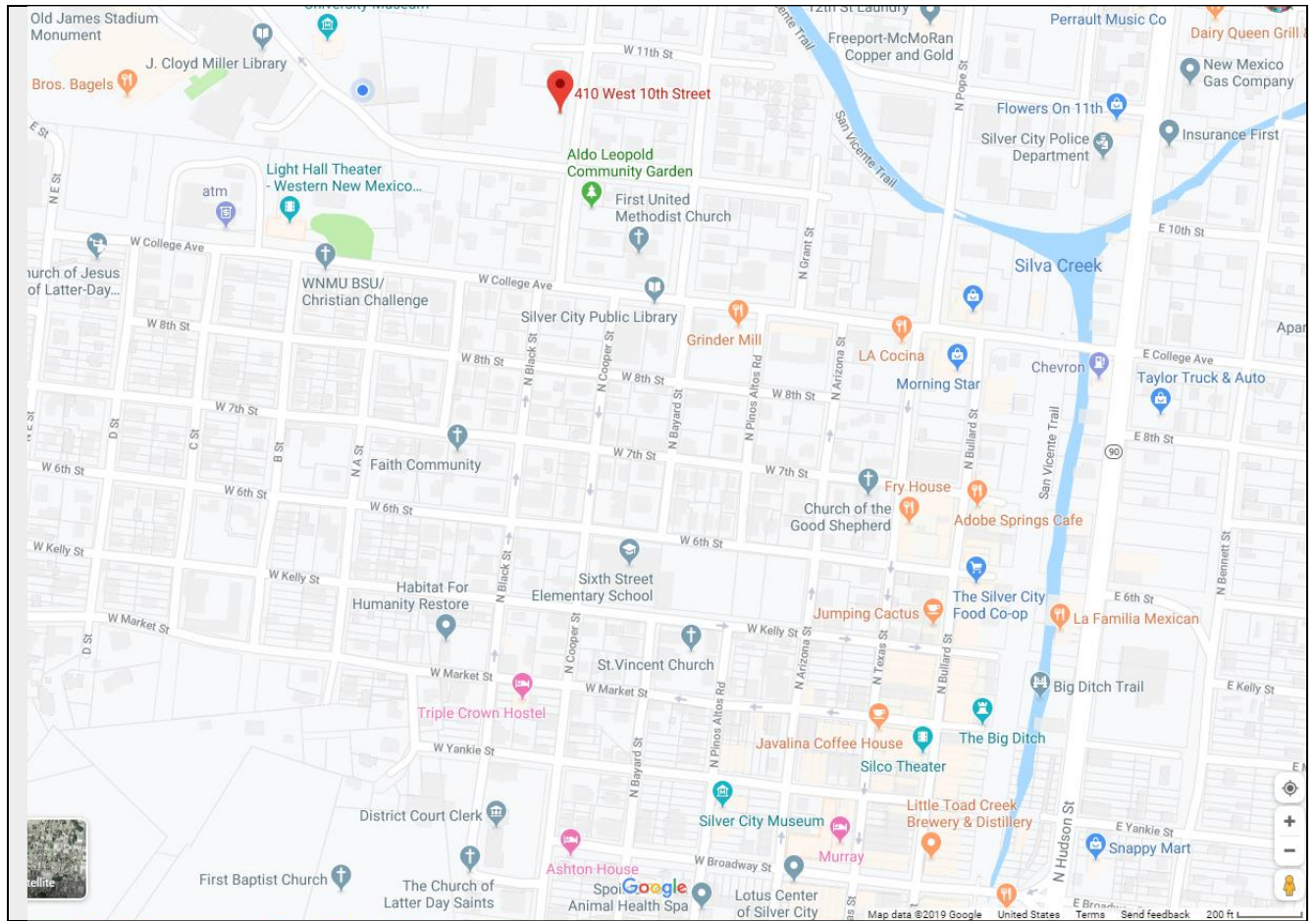
NARRATIVE FOR HIGH SCHOOL CAMPUS AT WNMU

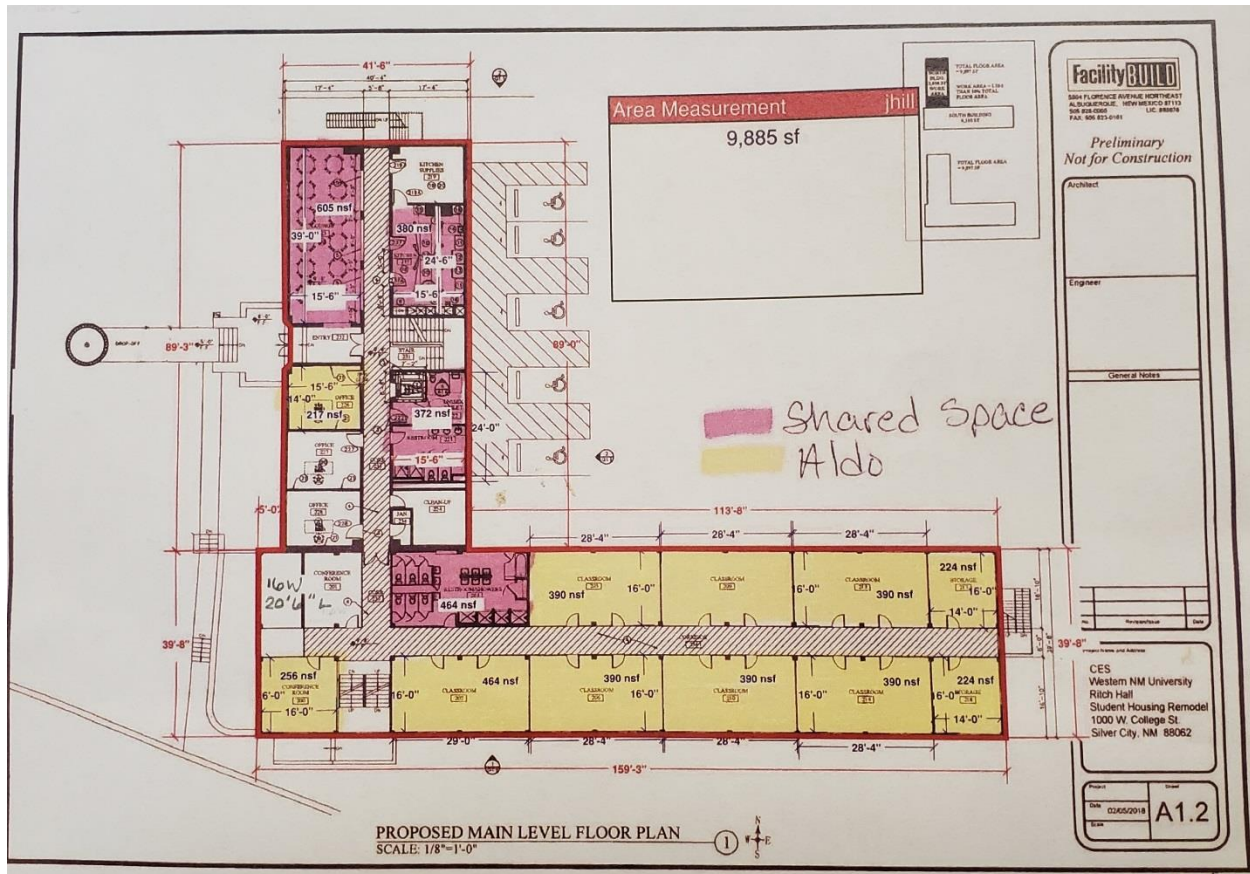
Aldo Leopold Charter School (grades 9-12)



Aldo Leopold Charter School (grades 9-12) is centrally located on the Western New Mexico University (WNMU) Campus at Ritch Hall 410 West 10th Street, Silver City, NM 88061. This location affords students ample opportunity to participate in WNMU educational, cultural, and social offerings. The campus is also located close to downtown Silver City where students participate in a variety of internship and other educational opportunities afforded by area small businesses, museums, and libraries. Public bus routes, biking lanes, and the pedestrian-friendly neighborhood provide our students with a number of ways to access the school (see map below).

The site location is within a quiet section of the WNMU campus across from the museum and the J. Cloyd Miller Library. There is sufficient parking for staff and students on site. And there are several greenspaces that provide student gathering space, recreation, and leisure.





The following is a table that includes Aldo Leopold Charter School (grades 9-12)'s site and facility data.

Date of Occupation of Building	August 2019
NMCI	N/A This space is new and has not been scored.
Lease	From Western New Mexico University
Total Building Area	6,520 sf
Current Net Usable Space	TBD by the PSFA
Total Number of Classrooms	9
2019-2020 40-day enrollment	99
Enrollment Cap	120
Number of Gross Square Feet per Student	65.86 sf
Site Utilities and Water Sources	Town of Silver City

As shown in the floor plan and indicated in the table above, the facility fully supports the on-going implementation of the school's mission and its instructional programs.

- Classrooms allow multiple methods of instructional delivery and various arrangements to meet student needs.
- Common space is large enough to accommodate group gatherings for a variety of purposes.
- The layout of the interior visually and physically maximizes supervision and safety.
- Office and small meeting rooms accommodate needs for individualized student programming.
- The facility is attractive and comfortable, creating an inviting atmosphere where our mission and vision may be carried out.

Please note that no Students were displaced.

Communication regarding the move was accomplished by:

- email via School Messenger (our school communication platform).
- Daily press article- <http://www.scdailypress.com/site/2019/08/09/aldo-students-will-wait-a-bit-for-new-home/>
- Parent Meeting August 9th at 5:30, to discuss move. Notifications were sent out to all parents a week in advance.

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
GENERAL CONSTRUCTION BUREAU

No 25562

THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.
XX PERMANENT TEMPORARY, EXPIRATION DATE

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF
OCCUPANCY GROUP E AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

BUILDING ADDRESS 1000 W. College Ave (410 W. 10th) Silver City, N.M.

NAME AND ADDRESS OF OWNER Western New Mexico Univ. 410 W. 10th / Silver City, N.M.

NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S) TGI SIGN, INC. IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S)

BUILDING PERMIT NUMBER GENE 2019019494 PORTION OF BUILDING Alteration/Repair (Change of Use)

INSPECTOR'S NAME Ben Ma DATE 9-18-2019

COMMENTS "K. P. Hall / ALSO Leopold Chapin School"

PROJECT DATA

SITE AREA	1000 ACRES +/-
BUILDING AREA	LOWER LEVEL: 9,897 SF GROSS MAIN LEVEL: 9,897 SF GROSS UPPER LEVEL: 9,897 SF GROSS TOTAL SF = 29, 691 SF GROSS
OCCUPANCY GROUP	CHANGE B TO E
OCCUPANCY LOAD, CLASSROOMS ONLY	209
SEPARATION	NOT REQD W/ SPRINKLER
BUILDING TYPE	IIIB
EXIT REQUIREMENTS	2 PER FLOOR PER WING PROVIDED
SPRINKLER SYSTEM	YES
BUILDING HT.	3 STORIES
WC REQD.	1/50 = 5
PARKING	CAMPUS WIDE

ALDO LEOPOLD CHARTER SCHOOL
RITCH HALL WNMU CAMPUS
SILVER CITY, NEW MEXICO

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6-28-19

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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

October 3, 2019

Mr. Harry Browne
Business manager
Aldo Leopold Charter School
1422 Hwy 180 E
Silver City NM 88061

Dear Mr. Brown,

Per your request PSFA is providing you with your current weighted New Mexico Condition Index (wNMCI) score. Your current wNMCI is 28.53% which is higher the current average of 23.07%. (lower is better)

Pursuant to 22-8B-4.2 NMSA 1978; if a charter school is opening or relocating their facility, it must meet or exceed the average wNMCI. Based on your current wNMCI score of 55.82% your facility is higher the current average wNMCI.

If there have been any improvements to the systems or facility, please report them to us. Unreported improvements are not included in the wNMCI score. Improvements made may improve the current score.

If you have any questions regarding your score, please contact me at 505-468-0274.

Regards,



Martica Casias
Deputy Director
Public School Facilities Authority

Cc: Alyce Ramos, PSFA Analyst

LEASE AGREEMENT

THE PURPOSE OF THIS MASTER LEASE AGREEMENT IS TO SET FORTH UNIFORM GENERAL TERMS AND CONDITIONS UPON WHICH LESSOR SHALL LEASE TO LESSEE, AND LESSEE SHALL LEASE FROM LESSOR.

THIS LEASE AGREEMENT IS ENTERED INTO BY AND BETWEEN:

The LESSOR: Western New Mexico University with its principal address at 1000 W College Ave, Silver City NM 88061

AND

The LESSEE: Aldo Leopold Charter School with its principal address at 1422 US-180, Silver City NM 88061

LESSOR AND LESSEE AGREE THAT LEASE IS CONTINGENT UPON APPROVALS BY THE STATE OF NEW MEXICO HIGHER EDUCATION DEPARTMENT AND NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY. LEASE ENTERED INTO UNDER THE PROVISIONS OF THIS MASTER LEASE AGREEMENT IS A "TRUE LEASE".

COMMENCEMENT PROCEDURES: Subject to other terms and conditions contained in this Master Agreement and applicable Schedule(s) as may be attached hereto and made a part of this Master Lease Agreement, Lessee shall enter into individual Leases (hereafter defined) with Lessor as follows:

Execution of Lease. Lessor and Lessee mutually agree Lessee will be granted access to reside in Ritch Hall. Lessor will, for the purpose of this Lease, make available the main floor of Ritch Hall as Administrative and Student Space to function as the Lessee's primary educational space for high school. The main floor will have seven (7) classrooms, two (2) rooms for providing individual and small-group instruction, and two (2) storage rooms dedicated to classroom use, as well as a bathroom, for a total area of 6,310 square feet. Lessee shall also be granted 210 square feet of administrative space in the wing adjacent to the classroom area. Other areas in the adjacent wing may be used when not needed for University functions and when coordinated with University facility management. These areas are not included in the lease amount and include a kitchen, an all-purpose room, and a bathroom.

Parking

Parking will be made available for students, administration, and the general public at Ritch Hall and, if needed, in the parking lot directly south of Ritch Hall. Handicap parking is included adjacent to Ritch Hall.

Parking Permits

Lessee, its agents, employees, and students will be required to attend an orientation with Campus Police at the beginning of each semester. Lessee, its agents, employees and students will be required to register all vehicles with campus police and obtain appropriate permit(s); fees may apply.

C Rec

Lessee will coordinate the use of all C Rec facilities (IM Gym, Racquet Ball Courts, and Fitness Center) with the Lessor's Special Events Department; fees may apply. Students under the age of 16 (sixteen) years of age will not be permitted in the Fitness Center.

Athletics

Lessee will coordinate with the Athletic Department for the use of the Tennis Courts, Football Field/Track, area neighboring the Softball Field, and athletic clinics.

Rental/Use of Lessee's Facilities

Lessee shall coordinate with the Lessor's Special Events Department for the rental or use of facilities campus wide.

Harlan Hall – Science Lab(s)

Lessee shall coordinate with the Natural Science's Department Head for the scheduling of Science Labs.

Information Technology

Lessee shall be permitted to use the wireless and cabled infrastructure available at Ritch Hall for lessee's purposes. Lessee shall respect Lessor's reasonable requirements for using its internet services.

Maintenance Grounds

Lessor will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable laws and regulations. Lessor will provide internal and external building maintenance, including but not limited to plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, walls, windows and doors. Lessor will maintain existing landscaping to include watering, pruning and general care. Damages assessed beyond normal wear and tear or caused by negligence will be billed to Lessee.

Cafeteria

Lessee will be responsible for coordination of menu and agreement with Sodexo on an as needed basis, to provide lunches.

Library

Lessee shall coordinate with the Lessor's Library Director for the use of Library beyond standard use.

Utilities

Lessor will provide electric, gas and water as part of the Master Lease Agreement. Lessee will provide telephone and long distance, intercom, alarm monitoring and custodial services. All other service will need to be mutually agreed upon in writing by both the Lessor and Lessee.

Signage

Lessee shall coordinate all signage with the Assistant Vice President of Facilities for the appropriate use of Lessor's identity standards and approval.

Guarantee

Lessor will make available to Lessee by July 1, 2019, occupancy in Ritch Hall. In the event facility is not available Lessor will guarantee classroom space on the Lessor's campus until said facility is inspected and approved for occupancy.

Term of Agreement

Lease will commence on July 1, 2019, and will be renewable annually unless otherwise amended in writing and mutually agreed upon by all parties.

Termination

Notwithstanding any other provisions of this agreement, either party will have the right to terminate this lease at any time without liability given 90 (ninety) day written notice from renewal date. The provision is not exclusive and does not waive other legal rights and remedies afforded Lessor.

Comprehensive General Liability Insurance

Lessee shall at all times during the lease maintain comprehensive general liability coverage with minimum limits of 1,000,000.00 (One Million Dollars) each occurrence, combined single limit, bodily injury including death, property/equipment damage liability and coverage for personal injury, blanket contractual liability and products liability. This certificate shall contain a statement that the care, custody or control exclusion is waived.

Appropriation

The terms of this lease are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico or other funding agencies. If the Legislature or other funding agencies does not make sufficient appropriations and authorization, this lease will, notwithstanding any other provisions of this lease, terminate immediately upon Lessor's receipt of written notice of termination.

Status of Lessee

Lessee and its agents, employees and students are independent and are not employees of Lessor. Lessee, its agent's employees and students will not accrue leave, retirement, insurance, bonding, use of Lessors vehicles, or any other benefit afforded to the employees of Lessor as a result of this lease.

Assignment/Sub-Leasing

Lessee will not assign or transfer any interest in this lease or assign any claim of money due or to become due under this lease without the prior written approval of Lessor.

Conflict of Interest

Lessee warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict any manner or degree with the performance of services required under the agreement. Lessee certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

Indemnification

Lessor and Lessee shall defend, indemnify, and hold each other harmless and any or all of its officers, faculty, employees, and students whosoever, from and against any liability, claims, causes of action, costs and expenses, including reasonable attorneys' fees imposed on or asserted.

Equal Opportunity Compliance

Lessee agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with such laws of the State of New Mexico, Lessee will not, on the grounds of race, religion, color, national origin, ancestry, sex, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If Lessee is found not to be in compliance with these requirements during the life of this lease, Lessee agrees to take appropriate steps to correct these deficiencies.

Workers' Compensation

Lessee agrees to comply with the laws and rules applicable to workers' compensation benefits for its employees. If Lessee fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this lease may be terminated by Lessor.

Drug Free Work Place Policy

Lessee agrees, Lessee's employees working on Lessor's property, will abide by the Lessor's Drug Free Work-place Policy found in the Regent's Policy Manual.

Applicable Law

This lease is governed by the laws of the State of New Mexico.

Amendment

This lease will not be altered, changed, or amended except by an instrument in writing as mutually agreed upon by all parties.

Compensation

Lessee shall pay Lessor an annual fee of \$70,000 (Seventy Thousand Dollars and No Cents) to be invoiced on the 1st of each month, NET 30 days. Lessee will pay 10 (ten) monthly payments of \$7,000 (Seven Thousand Dollars and No Cents), August 1 through May 31. It shall be noted, in the event facilities are unsuitable for occupancy or have not received a certificate of occupancy for education purposes by August 1, 2019, compensation will be prorated based on the number of days available for occupancy.

IN WITNESS WHEREOF, LESSOR AND LESSEE HAVE EXECUTED THIS MASTER AGREEMENT ON THE DATES SPECIFIED BELOW.

LESSOR:

Wayne Sherwood

Aldo Leopold Charter School

BY (Name and Title)

Wayne Sherwood Director

Date:

5/9/19

LESSEE:

Amy Duka

Western New Mexico University

BY (Name and Title)

Amy Duka

Date:

5.9.19

STATE CHARTER SCHOOL CHANGE/AMENDMENT REQUEST FORM

This Request Form MUST include a copy of the governing body minutes from the meeting at which the amendment was approved.

Please complete and submit this form to: **Attorney for the Public Education Commission**, New Mexico Attorney General's Office, P.O. Box 1508, Santa Fe, NM 87504

And

Amendment Request, Public Education Department, Charter Schools Division, Room 301, 300 Don Gaspar, Santa Fe, NM 87501, charter.schools@state.nm.us

Name of State-Chartered School: Aldo Leopold Charter School

Date submitted: 7/18/2018 Contact Name: Wayne Sherwood E-mail wsherwood@aldocs.org

Current Charter Application or Contract Section and Page	Current Charter Statement(s)	Proposed Revision/Amendment Statement(s)	Rationale for Revision/Amendment	Date of Governing Body Approval
Current Charter Contract- Page 37 Section 8.01 Organizational Framework (a) Material terms of the Charter (ix) Facility	For Schools with a Set Location: The Charter School's primary location is: 1422 Hwy 180 East Silver City, NM 88061 (Physical Address) The facility meets all applicable facility requirements of State and Federal law. The school is working closely with the PSFA to determine a better facility.	ALCS grades 9-12 will move to Ritch Hall, West 10 th street, Western New Mexico University campus in Silver City, NM. Date of move will depend on all agreements are met with WNMU straight lease agreement, and the completion of construction. Current projection is Fall 2018.	We will lease a building from Western New Mexico University to be in compliance with the Charter School statute 22-8B-4.2. Charter school facilities; standards that requires all charter school to be in a public building.	Click here to enter a date. <i>July 19, 2018</i>

Original Signature of Governing Council President or Designee:



Date: 7/19/18

Printed Name of Governing Council President or Designee:

Shauna McCosh