

LEASE AGREEMENT

By and Between

**THE GREAT ACADEMY FOUNDATION,
A New Mexico non-profit corporation,**

and

**THE GREAT ACADEMY,
A New Mexico public charter school**

DATED AS OF: October 30, 2018

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into by and between The GREAT Academy Foundation, Inc., a New Mexico nonprofit corporation (the "Foundation"), as lessor, and The GREAT Academy, a New Mexico public charter school, (the "School"), as lessee, effective as of **January 1, 2019**, (the "Effective Date").

RECITALS

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

A. School is the tenant under that certain Lease Agreement, dated April 1, 2017 (the "Existing Lease") by between The GREAT Academy Foundation, as landlord and School, as tenant for certain improved real property in Albuquerque, Bernalillo County, New Mexico and more particularly described on Exhibit A (the "Property").

B. Pursuant to the terms of the Lease, the School has assigned to the Foundation its option to purchase.

C. The Foundation has exercised its option under the Existing Lease to purchase the Property.

D. The Foundation will close on the purchase of the Property simultaneously with the Effective Date of this Lease.

D. The Foundation was created to support the School, and for the purpose of providing the School with a facility pursuant to NMSA 1978 §22-8B-4.2. The school facility leased to the School pursuant to this Lease meets or will meet educational occupancy and adequacy requirements according to New Mexico school building requirements.

E. The School is public charter school authorized by the New Mexico Public Education Department and duly organized and validly existing pursuant to the New Mexico Charter Schools Act, §§ 22-8B-1 through 22-8B-15, NMSA 1978, (the "Act"), and the School is authorized by Section 22-8B-4D of the Act to contract with any third party for the use of a school building and grounds.

F. The Foundation is a nonprofit corporation organized, existing, and in good standing under the laws of the State of New Mexico (the "State"); is duly qualified to do business in the State; and is authorized under its articles of incorporation, bylaws, action of its board of directors, and applicable law, to own and manage its properties, to conduct its affairs in the State, to lease the Property to the School, and to otherwise act in the manner contemplated herein.

G. The School desires to lease the Property from the Foundation, and the Foundation desires to lease the Property to the School.

H. The School desires to have and the Foundation agrees to extend to the School a right to enter a Lease Agreement with Option to Purchase pursuant to the Public Schools Lease Purchase Act, NMSA 1978 §§22-26A-1, *et seq.*, and substantially in the form attached hereto as Exhibit C or as approved by the NMPED, pursuant to Section 30 herein.

AGREEMENT

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

1. Demise. The Foundation hereby leases the Property to the School, and the School hereby leases the Property from the Foundation. The Foundation shall not interfere with the quiet use and enjoyment of the Property by the School during the Initial Term (and any Extended Terms) of this Lease so long the School is not in default under the terms of this Lease.

2. Need. The School hereby declares its current need for the Property and further determines and declares its expectation that the Property will (so long as they are subject to the terms hereof) adequately serve the needs for which they are being leased throughout the stated term of this Lease. The School hereby agrees and determines that the Base Rent (defined below) during the Initial Term (and any Extended Terms) of this Lease represents not more than the fair market value of the use of the Property during such term. In making such declarations and determinations, the School has given consideration to the uses and purposes for which the Property will be employed by the School, the benefit to the School by reason of the Property, and the use and occupancy of the Property pursuant to the terms and provisions of this Lease.

3. Initial Term. The Initial Term of this Lease shall be for a period commencing on the Effective Date of this Lease and ending on **January 1, 2039** ("Initial Term"), unless sooner terminated pursuant to any provision of this Lease or in the event the School and Foundation enter into a Lease Agreement with Option to Purchase. This Lease is contingent upon sufficient appropriations being made by the State of New Mexico for performance of this Lease. If sufficient appropriations are not made by the State of New Mexico for then current payments under this Lease, this Lease may terminate prior to the end of the then current term.

4. Extended Terms. The School shall be entitled to extend the term of this Lease beyond the Initial Term for ten (10) additional terms (each an "Extended Term"), with the first extended term commencing on **February 1, 2039** and ending on the next following February 11th, and each subsequent additional term being one (1) year in duration, provided that this Lease has not been previously terminated and that the School is not in default under the terms of this Lease at the time of each extension. The School shall give written notice of the intent to extend at least thirty (30) days prior to the expiration of the then-current term. The School is under no obligation to extend the term of this Lease at any time, and the School shall have no further right to extend the term of this Lease beyond the expiration of the extensions provided for above. Further, any Extended Term is contingent upon sufficient appropriations being made by the State of New Mexico to the School for performance of this Lease. If sufficient appropriations for then current

payments under the Lease are not made by the State of New Mexico to the School, this Lease may terminate prior to the end of the then current term.

5. Use. The Property shall be used and occupied only for educational and related purposes, and for no other purpose. No portion of the Property shall be used primarily for pervasively sectarian purposes. The School will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, gender, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the School.

6. Rental Commencement Date; Base Rent.

(a) The School shall not be obligated to pay any Base Rent until the Rental Commencement Date. The Rental Commencement Date shall be the Effective Date; after the Rental Commencement Date during the Initial Term and all Extended Terms of this Lease, the School shall pay Base Rent directly to the Foundation or to a person or entity designated by the Foundation as the Foundation's representative for rent collection purposes, on the 1(st) day of each month of the Initial Term or an Extended Term from any and all legally available sources of revenue, including per pupil operating revenues payable to the School.

(b) The Base Rent for the Initial Term and any Extended Term shall be in accordance with Exhibit B hereto. The Foundation and the School agree that the Base Rent does not include payments for repairs, maintenance, operating expenses and the like, which are otherwise obligations of the School under Sections 7 and 16 of this Lease.

(c) The Base Rent includes the prepaid rent amount of \$710,625.00 ("Prepaid Rent") that shall be applied equally to each of the monthly Base Rent payments, reducing each pro rata; provided, that, if the Lease is terminated early for any reason other than purchase of the Property by Lessee and the Prepaid Rent has not been fully amortized over the Base Rent payments made to the date of such termination, Lessor shall repay to Lessee any unamortized amounts of Prepaid Rent.

7. Absolute Net Lease.

(a) The School shall pay as Additional Rent during the Initial Term and any Extended Terms of this Lease as herein provided all expenses of operation of the Property. Commencing with the Rental Commencement Date, this Lease is intended to be and shall be construed consistently with it being an absolute net lease with the School paying all expenses related to the Property, including without limitation, (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs; and (iii) all other costs associated with operation, repair and maintenance of the School Site (collectively, "Operating Expenses"); provided that, the Landlord shall be responsible for maintaining the Property to state adequacy standards applicable to charter schools at no additional cost to the Tenant, as set forth in NMSA 1978, Section 22-8B-4.2D(2)(a), or a successor statute. Operating Expenses shall be estimated by Landlord at the beginning of each lease year, and Tenant shall pay 1/12 of such estimated amount each month of the lease years as Additional Rent. Portions of Operating Expenses may be, at the Foundation's option, be paid by the School directly to the third parties who are owed certain amounts included in additional rent (e.g. insurance companies, taxing authorities, utility companies).

(b) Within ninety (90) days after the end of a lease year, Landlord shall reconcile actual Operating Expenses against the estimated amounts paid by the School during that lease year. If actual Operating Expenses exceed the estimated Operating Expenses for a lease year, the School shall pay to Landlord the difference between the actual and estimated Operating Expenses (less Operating Expenses relating to Landlord's obligation pursuant to NMSA 1978 22-8B-4.2(D)(2)(a) or successor statute, above, for which School shall not be financially responsible), within thirty (30) days after School's receipt of Landlord's reconciliation.

(c) If the estimated Operating Expenses received by Landlord exceed the actual Operating Expenses (not including Landlord's expenses relating to NMA 1978 22-8B04.2(D)(2)(a) or successor statute, for which school shall not be financially responsible) for a lease year (the difference is referred to herein as the "Excess Operating Expense Balance"), Landlord shall retain the Excess Operating Expense Balance in a reserve account to be used only for maintenance, repairs and replacements of components of the Property (the "Maintenance Reserve"). If upon reconciliation at the end of a lease year the balance of the Maintenance Reserve is equal to or greater than \$100,000 ("Reserve Amount"), Landlord shall return to the School any Excess Operating Expense Balance over the Reserve Amount after the reconciliation for a lease year. Landlord shall return such amount within thirty (30) days after receipt of the reconciliation by the School.

8. Nature of Payment. The School and the Foundation acknowledge and agree that the Base Rent and Additional Rent hereunder shall constitute currently appropriated expenditures of the School and may be paid from any legally available funds. No payments of Base Rent or Additional Rent shall be due under this Lease until the School occupies the Improvements. The School's obligations under this Lease shall not constitute a mandatory charge or requirement for payment of any amounts in excess of amounts appropriated for any Fiscal Year beyond the Fiscal Year for which such appropriation has been made. No provision of this Lease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Lease shall be construed or interpreted as creating a delegation either of governmental powers or as a donation by or a lending of the credit of the School within the meaning of any constitutional or statutory limitation or requirement. This Lease does not directly or indirectly obligate the School to make any payments beyond those appropriated for any Fiscal Year for which such payments have been appropriated.

9. Manner of Payment. The Base Rent and any Additional Rent shall be paid, commencing on the Rental Commencement Date and continuing on the first (1st) day of every month of the Initial Term or any Extended Term thereafter by lawful money of the United States of America in the manner reasonably directed by the Foundation. The obligation of the School to pay the Base Rent and Additional Rent required under this Lease shall not be abated through accident or unforeseen circumstances. The School shall, during the Initial Term (and any Extended Terms) of this Lease, make all payments of Base Rent and Additional Rent when due and shall not withhold any Base Rent or Additional Rent nor shall the School assert any right of set-off or counter-claim against its obligation to make such payments required hereunder; provided, however, that the making of such payments shall not constitute a waiver by the School of any

rights, claims, or defenses which the School may assert. No action or inaction on the part of the Foundation shall affect the School's obligation to pay Base Rent and Additional Rent of this Lease.

10. Budgeting. In any Fiscal Year that this Lease shall be in effect, such officer of the School responsible for the preparation of the annual budget shall include in the budget proposal for the ensuing Fiscal Year an amount equal to one-hundred percent (100%) of the Base Rent and one-hundred five percent (105%) of the estimated Additional Rent hereunder for such ensuing Fiscal Year, provided that the decision whether to extend the term of this Lease and whether to appropriate such amounts shall remain solely within the discretion of the School.

11. Representations, Covenants, and Warranties of the School. The School represents, covenants, and warrants as follows:

(a) The School is and will use its best efforts to remain a charter school duly organized and validly existing under the Act. The School is authorized: (i) to lease the Property from the Foundation pursuant to this Lease; (ii) to lease the Improvements from the Foundation pursuant to this Lease, and (iii) to execute, deliver, and perform its obligations under this Lease.

(b) The execution, delivery, and performance of this Lease has been duly authorized by the School and this Lease is enforceable against the School in accordance with its terms.

(c) Nothing in this Lease shall be construed as diminishing, unlawfully delegating, or otherwise restricting any legal authority of the School.

(d) The execution, delivery, and performance of this Lease are in the best interests of the School and serve a public purpose.

(e) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease, or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions, or provisions of any material restriction or any agreement or instrument to which the School is now a party or by which the School is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the School.

(f) To the knowledge of the School, there is no litigation or proceeding currently pending or threatened against the School or any other person affecting the right of the School to execute and deliver this Lease, the ability of the School to make the payments required hereunder, or the ability of the School otherwise to comply with its obligations under this Lease.

(g) The Property will be operated in accordance with all Requirements of Law. As used herein, "Requirements of Law" means any material federal, state, or local statute,

ordinance, rule, or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any applicable common-law doctrine, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including any of relating to environmental, health, or safety matters.

- (h) The Property is necessary and essential to the School's operations.

12. Representations, Covenants, and Warranties of the Foundation. The Foundation represents, covenants, and warrants as follows:

- (a) The Foundation is a nonprofit corporation duly organized, existing, and in good standing under the laws of the State, is duly qualified to do business in the State, is possessed of full power to purchase, own, hold, and lease (as owner and landlord) real and personal property, has all necessary power to lease the Property to the School pursuant to this Lease, and to execute, deliver, and perform its obligations under this Lease and has duly authorized the execution, delivery, and performance of its obligations under this Lease.

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

- (c) This Lease is enforceable against the Foundation in accordance with its respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

- (d) The Property is constructed and will be maintained by the Foundation to educational occupancy standards, will meet all applicable state adequacy standards. The Property will be leased by the Foundation in accordance with all Requirements of Law.

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

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

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

(h) The Foundation will observe and perform all covenants, conditions and agreements on its part to be performed in any loan agreement secured by the Property to which the Foundation is a party.

13. Title to the Property. Any improvements permanently affixed to the Property shall be part of the Property. The School shall have no right, title, or ownership interest in the Property or any permanent additions and modifications thereto or replacements thereof.

14. Liens and Encumbrances. The School shall not permit any mechanic's or other lien to remain against the Property; provided that if the School shall first notify the Foundation of the intention of the School so to do, the School may in good faith contest any mechanic's or other lien filed or established against the Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Foundation shall notify the School that, in the opinion of independent counsel, whose reasonable fees shall be paid by the School, but only to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, by nonpayment of any such items the Foundation's interest in the Property or title to the Improvements will be materially endangered, or the Property or any part thereof will be subject to loss or forfeiture, in which event the School shall promptly pay and cause to be satisfied and discharged all such unpaid items; provided, however, that such payment shall not constitute a waiver by the School of the right to continue to contest such items. The Foundation will cooperate fully with the School in any such contest, upon the request and at the expense of the School, to the extent that Additional Rent which has been specifically appropriated by the School is available for the payment of such expenses. The School shall not directly or indirectly create, incur, or assume any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.

15. Compliance with Law. The School shall at all times operate the Property, or cause the Property to be used and operated, such that (a) the Property at all times shall be operated in substantial compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the Property shall be obtained and maintained in full force and effect and the School shall substantially comply with the material terms and conditions of such permits; (c) there shall be no hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Property or on, from, into or out of the Improvements

in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing, or dispersing of any of the items referred to in clause (c) into the indoor or outdoor environment from, into, or out of the Property including the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Property or the abandonment or discard of barrels, containers, or other open or closed receptacles containing any such items from, into or out of the Property in violation of any Requirements of Law.

16. Maintenance. The School agrees to maintain, preserve, and keep the Property or cause the Property to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, subject to normal wear and tear, and that the School will from time to time make or cause to be made all necessary and proper repairs except to the extent as required to be maintained by the Foundation. The Foundation shall be required to provide extraordinary maintenance and replacement of capital assets, and shall be required to keep the facility in compliance with the requirements set forth in the NMSA 1978, Section 22-8B-4.2D(2)(a) or its successor statute at no additional cost to the School, including but not limited to replacement of equipment, roof or other structural components, exterior painting and the replacement of the heating, air conditioning, plumbing and electrical equipment during the Initial Term and any Extended Term of this lease. Such costs/charges shall not be considered Operating Expenses.

17. Modifications. During the Initial Term or any Extended Term of this lease, with the Foundation's prior written consent, the School may remodel or make substitutions, additions, modifications, or improvements to the Property, at its own cost and expense, and the same (if permanently affixed) shall be part of the Property, or the Improvements, as the case may be, subject to, and shall be included under the terms of this Lease; provided, however, that (i) such remodeling, substitutions, additions, modifications, and improvements shall not in any way damage the Improvements; and (ii) the Improvements, as remodeled, improved, or altered, upon completion of such remodeling, or such making of substitutions, additions, modifications, and improvements, shall be of a value not less than the value of the Improvements immediately prior to such remodeling or such making of substitutions, additions, modifications, and improvements.

18. Equipment. The School may, from time to time in its sole discretion and at its own expense, install equipment and personal property on the Property. All such equipment and personal property shall remain the sole property of the School in which the Foundation shall not have any interest; provided, however, that any such equipment and personal property which becomes permanently affixed to the Property shall become part of the Property, subject to this Lease and shall be included under the terms of this Lease.

19. Taxes and Assessments. If the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the School shall pay the amount of all such taxes, assessments, and governmental charges then due, but only to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs. With respect to special assessments or other governmental charges that may be lawfully paid in installments over a period

of years, the School shall be obligated to provide only for such installments as are required to be paid during the Initial Term and any Extended Terms of this Lease. The School shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the Property or Improvements or any portion thereof (including any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Property or any portion thereof, or any interest therein, including the interest the Foundation) or the rentals and revenues derived therefrom or hereunder. If the School shall first notify the Foundation of the intention of the School to do so, the School may, at the expense and in the name of the School, in good faith contest any such tax, assessment, and other charges and, in the event of any such contest, may permit the tax, assessment, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Foundation shall notify the School that, in the opinion of independent counsel, whose reasonable fees shall be paid by the School, but only to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, by nonpayment of any such items the Property or the Improvements or any portion thereof will be subject to loss or forfeiture, or the Foundation will be subject to liability, in which event such tax, assessment, or other charges shall, to the extent that amounts for Additional Rent which have been specifically appropriated by the School are available for the payment thereof, be paid promptly or secured by posting a bond with the Foundation in form satisfactory to the Foundation (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, or other charges).

20. Utilities. The School shall pay, as the same respectively become due, all gas, water, steam, electricity, heat, power, utility, and other charges incurred in the maintenance and upkeep of the Property, and the School shall place all such utilities in its name.

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

(a) Casualty and property damage insurance with respect to the Property and the Improvements in an amount equal to the full replacement value of the Property and the Improvements, naming Landlord and Landlord's lender as additional insureds.

(b) Commercial general liability and automobile liability insurance against claims arising in, on, or about the Improvements, including in, on, or about the sidewalks, parking lots, or premises adjacent to the Improvements, providing coverage limits not less than the coverage limits allowed by NMPSIA or customarily carried on public school facilities of similar size and character within the State, naming Landlord and Landlord's lender as an additional insured.

(c) Fidelity insurance or bonds on those of its officers and employees who handle funds of the School, both in such amounts and to such extent as are customarily carried by organizations similar to the School and operating properties similar in size and character to the Improvements.

(d) Rental value insurance covering all risks as to which insurance is required pursuant to Subsection (a) above, in an amount equal to not less than the amounts required to be paid as Base Rent and Additional Rent for a period of not less than twelve (12) months.

(e) Such other forms of insurance as the School is required by law to provide with respect to the Improvements, including any legally required worker's compensation insurance and disability benefits insurance.

22. Damage, Destruction, or Condemnation; Use of Net Proceeds.

(a) *Damage, Destruction, or Condemnation.* If, during the Initial Term (and any Extended Terms) of this Lease, (i) the Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; (ii) title to, or the temporary or permanent use of, the Property or any portion thereof or the estate of the School, the County, or the Foundation in the Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) breach of warranty or any material defect with respect to the Property shall become apparent; or (iv) title to or the use of all or any portion of the Property shall be lost by reason of defect in the title thereto, then, the School shall be obligated, subject to the provisions of Subsection (c) hereof, to continue to pay the amounts specified in Subsection (b) hereof and, to the extent of amounts specifically appropriated by the School, to pay Base Rent and Additional Rent. As used herein, "Net Proceeds" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

(b) *Repair and Replacement.* To the extent not contrary to applicable law, subject to the provisions of Subsection (c) hereof, the School (and, to the extent such Net Proceeds are within their control, the Foundation) shall cause such Net Proceeds to be

deposited in a separate trust fund held by the Foundation. Except as set forth in Subsection (c) hereof, all Net Proceeds of any insurance, performance bonds, or condemnation awards owed to either the School or the Foundation shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Land or the Improvements, as the case may be, by the School upon receipt of requisitions acceptable to the Foundation setting forth: (i) the requisition number; (ii) the name and address of the person, firm, or corporation to whom payment is due or has been made; (iii) the amount to be paid or reimbursed; and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Foundation shall cooperate with the School in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement, or replacement paid for in whole or in part out of Net Proceeds shall be the property of the Foundation, subject to this Lease, and shall be included as part of the Property or the Improvements under this Lease.

(c) *Insufficiency of Net Proceeds for Property.* If there occurs an event described in Subsection (a) hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Property required under Subsection (b) hereof, the School shall elect one of the following options:

(i) The School may, to the extent permitted by law, in accordance with Subsection (b) hereof, repair, restore, modify, or improve the Property or replace the Property (or portion thereof) with property of a value equal to or in excess of the Property, and pay as Additional Rent any cost in excess of the amount of the Net Proceeds, to the extent the amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, and the School agrees that, if by reason of any such insufficiency of the Net Proceeds, the School shall make any Additional Rental payments pursuant to the provisions of this paragraph, the School shall not be entitled to any reimbursement therefor from the Foundation, nor shall the School be entitled to any diminution of the Base Rent and Additional Rent.

(ii) If, by June 30th of the Fiscal Year in which an event described in Subsection (a) hereof occurs (or June 30th of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve, or replace the Property become apparent), the School has not appropriated amounts sufficient to proceed under clause (i) of this Subsection, the Foundation may then pursue remedies as provided in Section 24 ("Remedies on Default").

(d) *Cooperation.* The parties to this Lease shall cooperate fully with the other in filing any proof of loss with respect to any insurance policy or performance bond

covering the events described in Subsection (a) hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or the Improvements or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Property or the Improvements. In no event shall either party voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under any contract relating to the Property or the Improvements or any portion thereof without the written consent of the other party. Each party shall be responsible for their respective fees and expenses incurred under this section.

23. Events of Default. Any one of the following shall constitute an "Event of Default" under this Lease: (i) failure by the School to pay any specifically appropriated Base Rent during the Initial Term (and any Extended Terms) of this Lease on, before, or within five (5) days of the applicable due date or to pay Additional Rent which become due during the Initial Term (and any Extended Terms) of this Lease, up to the amount specifically appropriated for the payment of Additional Rent in accordance with the provisions hereof; or (ii) failure by the School to observe and perform any covenant, condition, or agreement on its part to be observed or performed, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied shall be given to the School by the Foundation, unless the party giving such notice shall agree in writing, prior to the expiration of the thirty-day period, to an extension of no more than sixty (60) days; provided, however, that if the failure stated in the notice cannot be corrected within the original thirty-day period, the party giving such notice shall not withhold their consent to an extension of up to sixty (60) days if corrective action shall be instituted by the School within such time period and diligently pursued until the default is corrected. The foregoing provisions of this Section are subject to the following limitations: (i) the School shall be obligated to pay the Base Rent and Additional Rent only during the Initial Term (and any Extended Terms) of this Lease, except as otherwise expressly provided in this Lease; and (ii) if, by reason of Force Majeure, the School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the School contained herein and until the termination or end of the Initial Term (and any Extended Terms) of this Lease, the School shall not be deemed in default during the continuance of such inability. The School agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the School from carrying out its agreement; provided that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the School. As used herein, "Force Majeure" includes the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the School or the Foundation.

24. Remedies on Default. Subject to the provisions of Section 44 herein, whenever any Event of Default shall have happened and be continuing, the Foundation may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) Terminate the Initial Term (and any Extended Terms) of this Lease and give notice to the School to vacate the Property within one-hundred eighty days (180) days from the date of such notice.

(b) Lease all or any portion of the Property or the Improvements.

(c) Recover from the School: (i) to the extent the recovery thereof is permitted by law, the fair rental value of the use of the Property during any period beyond the thirtieth (30th) day following the occurrence of the Event of Default; and (ii) Base Rent and Additional Rent, to the extent amounts for such Additional Rent have been specifically appropriated in accordance with the provisions of hereof, which would otherwise have been payable by the School hereunder during the remainder, after the School vacates the Property, of the Fiscal Year in which such Event of Default occurs.

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

25. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Foundation is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Foundation to exercise any remedy it shall not be necessary to give any notice, other than such notice as may be required in this Lease.

26. Further Assurances and Corrective Instruments. The Foundation and the School agree that so long as this Lease is in full force and effect and no Event of Default shall have occurred, the Foundation and the School shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Improvements hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease.

27. Compliance with Requirements of Law. During the Initial Term (and any Extended Terms) of this Lease, the School and the Foundation shall observe and comply promptly with all current and future Requirements of Law applicable to the Property (including those set forth in Section 22-8B-4D of the Act) or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Property or any portion thereof.

28. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Foundation and the School and their respective successors and permitted assigns.

29. No Individual Liability. All covenants, stipulations, promises, agreements, and obligations of the School or the Foundation, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the School or the

Foundation, as the case may be, and not of any member, director, officer, employee, or other agent of the School or the Foundation in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement, or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, or other agent of the School or the Foundation or any natural person executing this Lease or any related document or instrument.

30. Conversion to Lease With Option to Purchase Agreement. At the discretion and option of the School, the parties agree that this Lease may be superseded by a Lease with Option to Purchase Agreement, provided approval of the Lease with Option to Purchase Agreement has been approved by the necessary regulatory authorities in accordance with the Public Schools Lease Purchase Act, NMSA 1978 §§22-26A-1 et seq. The Lease with Option to Purchase Agreement between the School and the Foundation shall be substantially in the form and upon the terms attached as Exhibit C hereto, or as required by the NMPED.

31. Waiver. No term of this Lease shall be deemed waived unless such waiver is in writing signed by the party making the waiver. No delay or omission by either party in exercising or enforcing any right or power hereof shall impair such right or power or be construed to be a waiver thereof. No custom or practice that may evolve between the parties shall be construed to lessen the right of a party to require the performance of the other party in strict accordance with the terms of this Lease. A waiver by one party of a failure of the other party to fully comply with any of the terms of this Lease shall not be construed to be a waiver of any subsequent failure to comply or any other failure to comply.

32. Assignment and Subleasing. This Lease may not be assigned by the School for any reason, whether by operation of law or pursuant to any contract. However, the Property may be leased, as a whole or in part, by the School, with the consent of the Foundation, which consent will not be unreasonably withheld; subject, however to each of the following conditions: (i) this Lease, and the obligations of the School hereunder, shall, at all times during the Initial Term (and any Extended Terms) of this Lease, remain direct obligations of the School; (ii) no additional lease shall change the use of the Property; and (iii) a copy of the lease agreement is provided to the Foundation. The Foundation may freely assign its interest in this Lease either in whole or in part to its lender

33. Amendments, Changes, and Modifications. This Lease shall not be altered, changed, or amended other than by a written instrument executed by the parties.

34. Notices. All notices and communications required or permitted under this Lease (including change of address and facsimile or telephone number set forth below) shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below with a receipt showing delivery; (iii) when sent by electronic mail to the email address set forth below with a receipt showing delivery; (iv) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (v) three (3) days after deposit in the U. S. mail, certified mail,

return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

The Foundation: The GREAT Academy Foundation
Attn: Anthony Fairley, President
6001A San Mateo Blvd.
Albuquerque, NM 87109
Facsimile No: 505-792-0225
Email: fairleyanthony413@gmail.com

With a copy to: Modrall, Sperling, Roehl, Harris & Sisk, P.A.
P.O. Box 2168
Albuquerque, New Mexico 87103
or
500 Fourth Street N.W. Suite 1000
Albuquerque, New Mexico 87102
Attn: Margaret Lewis Meister
Facsimile No.: (505) 848-9710
Email: mmeister@modrall.com

The School: The GREAT Academy
c/o Jasper Matthews, Executive Director
6001 A San Mateo Blvd.
Albuquerque, NM 87109
Facsimile No: 505-792-0225
Email: jmatthews@thegreatacademy.org

With a copy to Matthews Fox PC
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505
Attn: Susan B. Fox
Facsimile No.: (505) 474-3727
sfox@matthewsfox.com

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

36. Interpretation. The captions and paragraph headings of this Lease are not necessarily descriptive, or intended or represented to be descriptive, of all the terms thereunder, and shall not be deemed to limit, define, or enlarge the terms of this Lease. Whenever used herein, unless otherwise indicated by the context, the singular shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be]"

limited to" were annexed thereafter. The parties were, or had ample opportunity to be, represented by counsel, and as such this Lease shall not be interpreted for or against either party based on authorship.

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

38. Applicable Law. Each party shall perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. This Lease shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions). All legal proceedings arising from unresolved disputes under this Lease shall be brought in Albuquerque before the Second Judicial District Court of the State of New Mexico.

39. Severability. In the event that any provision of this Lease, other than the requirement of the School to pay Base Rent and Additional Rent, the requirement of the Foundation to provide quiet enjoyment of the Property, and the requirement that the obligations of the School to pay Base Rent and Additional Rent under this Lease are conditioned upon the prior specific appropriation by the School of amounts for such purposes in accordance with the requirements of State law, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

40. Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following page.]

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

THE SCHOOL

The GREAT Academy,
a New Mexico public charter school

By: Anthony Fairley

Name: _____

Title: President, Board of Directors

THE FOUNDATION

The GREAT Academy Foundation
a New Mexico nonprofit corporation

By: Stacey Boyd

Name: _____

Title: President, Board of Directors



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

November 20, 2019

Mr. Jasper Matthews, Executive Director/Founder
The Great Academy Charter School
6001-A San Mateo Blvd. NE
Albuquerque, NM 87109

Dear Mr. Matthews:

PSFA has received and reviewed The Great Academy FMP/Ed Specs Five-Year Renewal 2020-2025. We appreciate the time and effort the school put into preparing the renewal materials and providing a copy to PSFA. Per Section 22-24-5 NMSA 1978, school districts and state-chartered charter schools must have a current five year facilities master plan (FMP) as a requirement for potential Public School Capital Outlay Council (PSCOC) awards to school districts and state-chartered charter schools. Based upon our review, PSFA is pleased to announce the Renewal Plan meets our requirements for a Charter FMP/Ed Specs. As a result, PSFA considers your plan to be renewed and approved through the end of 2025.

In reviewing your FMP/Ed Specs Renewal Plan, PSFA finds the following:

- This Renewal updates the Great Academy 2014-2019 FMP/Ed Specs, much of which remains relevant to the school's existing conditions and program.
- The Great Academy meets the eligibility criteria for the FMP/Ed Specs Renewal Program.
- The information in the previous 2014-2019 plan is still relevant since the school has not changed its education program, significantly altered its grade levels, significantly changed its cap, and/or significantly changed its space requirements.
- The Renewal Plan identifies new capital, systems, and security projects to address within the next five years including:
 - Skylight replacement
 - Janitorial sink replacement
 - School zone light replacement
 - Exterior stair replacement
 - Pavement improvements
- The school is in a lease to purchase arrangement with the school's foundation.

- The school has in-house maintenance but would like PSFA maintenance and operations staff to assist in developing a preventative maintenance plan for the school.

PSFA encourages the school to review its FMP/Ed Specs and the Renewal Plan regularly and update should conditions change. If the school feels it could benefit from a comprehensive and substantial revision to its 2015-2020 Renewal Plan, The Great Academy can apply for matching funds from the PSCOC at any time during the life of the Renewal or at the end of the Renewal period in 2025.

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

Sincerely,



John M. Valdez, AICP
Facilities Master Planner

c: Martica Casias, Deputy Director, PSFA
Larry Tillotson, Maintenance and Operations Manager, PSFA
Richard Dicks, Regional Facilities Manager, PSFA



The GREAT Academy Charter School

5 Year Facilities Master Plan &
Educational Specifications
2014 - 2019

May 2014

ARC Project 21404



Architectural Research Consultants, Incorporated

Albuquerque, New Mexico

☎ 505-842-1254

🏢 505-766-9269

🌐 www.arcplanning.com

Acknowledgements

The GREAT Academy

Physical Address: 6001-A San Mateo Blvd. NE, Albuquerque, NM 87109

Phone: (505) 792-0306

<http://www.thegreatacademy.org>

Board of Directors

Dr. Penny Edwards, President

Col. Michael Pitts (Retired), Vice President

Mirna Kabbara, Secretary

Jade Rogers, Member

Chad Shelton, Member

Steering Committee Members

Tiffany Apodaca, STARS Coordinator

Hadyn Enriquez, B.Y.E. First Level Manager / Student

Clyde Johnson, B.Y.E. CEO / Student

Matthew R. Kump, Teacher

Jasper Matthews, Executive Director

Keisha Matthews, Director of Academics

Richard Romero, Project Coordinator, Spot-On Consulting

Kellen Tetreault, B.Y.E. CIO, Student

Allen Tetreault, Parent

PSFA

William W. Sprick, Facilities Master Planner

Planning Consultant

Architectural Research Consultants, Incorporated

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OVERVIEW

The GREAT Academy is a state authorized public charter school. Established in 2011, The GREAT Academy (TGA) provides a rigorous hybrid curriculum model and accommodates individual differences in learning in an environment that emphasizes five basic components: virtual learning, Academic Improvement Plans (AIP) for all students, service learning, leadership and character education and two pathways to success (career pathways and a college preparatory pathway).

Year of the initial charter:
2011

First renewal:
The first renewal will be in June, 2016.

Charter school cap:
Enrollment for the school is capped at 360 students.

The current enrollment includes students in the high school day program, the night school program, and homebound students. The enrollment for a proposed program for middle school will be 120 students. The distribution of the enrollment for the school programs within the charter enrollment cap is provided in the chart below.

Exhibit O-1
Enrollment Cap Distribution

Enrollment Cap Distribution				
	Day	Homebound	Night	Total
High School	90	30	120	240
Middle School	90	30		120
	180	60	120	360

The design enrollment for the facility and the capacity for the facility is 180 students, not the enrollment cap allowed by the school's charter. The largest program enrollment is 180 students, and there will not be more than 180 students occupying the facility at any one time.



Final copy: please see the CD attached in this binder, including the written request and any response received regarding the request to locate in existing district facilities.

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ABBREVIATIONS AND DEFINITIONS

AIP - Academic Improvement Plan

ARC - Architectural Research Consultants, Incorporated

CES - Cooperative Education Service

CIP - Capital improvement projects or plan

CNM - Central New Mexico Community College

CO₂ - Carbon dioxide

Ed Spec - Educational specifications

ELL - English Language Learner

FAD - Facility adequacy database

FMP - Facilities master plan

GSF - Gross square feet, or the sum of net assignable square feet plus all other building areas that are not assignable (the area remaining is called “tare,” which includes areas such as hallways, mechanical areas, restrooms, and the area of interior and exterior walls)

HB33 - House Bill 33

HVAC - Heating, ventilating, air conditioning

IDEA - Individuals with Disabilities Education Act

IEP - Individualized education program

LCD - Liquid crystal display

Mbps - Megabits per second

MEM - Membership

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

NMAC - New Mexico Administrative Code

NMCI - New Mexico Condition Index

NMFA - New Mexico Finance Authority

NMPED or PED - New Mexico Public Education Department

NMSA - New Mexico Statutes Annotated

NMSU - New Mexico State University

NSF - Net square feet

PE - Physical education

POR - Program of requirements
PPM - Parts per minute
PSCOC - Public School Capital Outlay Council
PSFA - Public School Facilities Authority
PTR - Pupil/teacher ratio
SB9 - Senate Bill 9
SPED - Special Education
STEM - Science, technology, engineering and mathematics
TGA - The GREAT Academy
UNM - University of New Mexico
VAC - Volts AC
WAP - Wireless access point

INTRODUCTION

This document is a combination of the Facilities Master Plan (FMP) and Educational Specifications (Ed Spec) for The GREAT Academy (TGA), which is a state-chartered public school. The intent of the plan is to guide capital planning decisions that support the charter school's educational mission and that meet minimum state adequacy standards for school facilities. The Public School Capital Outlay Council (PSCOC) and the Public School Facilities Authority (PSFA) require that all New Mexico public charter schools develop a five-year FMP and Ed Spec as a prerequisite for eligibility to receive state capital outlay assistance. The facilities master plan and educational specifications are in accordance with guidance issued by the PSCOC and PSFA.

This document identifies specific current and projected facility needs for accommodating the charter school's anticipated five-year enrollment, and forecasts strategies and required resources for implementing those needs. The document is a flexible facility planning tool that the school can revise on a periodic basis as conditions change.

Five main sections and this introduction comprise the master plan and educational specifications:

- **Introduction**
- **Section 1 - Goals, Mission and Process** presents the charter school's goals, mission and planning process
- **Section 2 - Existing and Projected Conditions** presents descriptions and analyses of the school's programs and delivery methods, enrollment, site and facilities, utilization and capacity, the school's technology plan and energy management
- **Section 3 - Facility Requirements** presents facility goals and concepts, space requirements and implementation of space needs
- **Section 4 - Capital Plan** presents information about capital funding, needs and implementation strategy
- **Section 5 - Master Plan Support Material** contains details about school site and facilities, evaluations, plans, and the school's Capital Improvement Plan



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1 GOALS / MISSION

1.1 Goals

1.1.1 The GREAT Academy Mission

The GREAT Academy gives students the tools and knowledge to be able to become productive, respected members of their communities.

The GREAT Academy mission is to ensure that all students “Gain Real-world Experience through Active Transition.” TGA exists, not only to improve education for students, but to provide students with necessary skills for career success. TGA promises to make sure that our seniors are prepared for the demands of post-secondary education and/or the career world, and in turn, improve the community by improving its residents. TGA is committed to providing students with an education that is relevant and meaningful to their journey of achieving success.

1.1.2 Seven Philosophical Principles

- Strategic Planning and Organizational Development
- Problem Solving, Training and Consultation Processes
- Parent and Community Training, Support and Outreach
- Effective School, Schooling and Professional Development
- Instruction Linked to Assessment, Intervention and Achievement
- Behavioral Instruction with Assessment, Intervention and Self-Management
- Data Management, Evaluation and Accountability

1.1.3 Serving the Community

The GREAT Academy serves the community in several ways. The school provides an alternative learning environment and approach for high school students and a diploma program for adults. The school provides a rigorous hybrid curriculum model, individualized to accommodate differences in learning in an environment that emphasizes five basic components: virtual learning, Academic Improvement Plans (AIP) for all students, service learning, leadership and character education and two pathways to success (career pathways and a college preparatory pathway). The GREAT Academy gives students the tools and knowledge to be able to become productive, respected members of their communities.

The GREAT Academy program serves homebound students as well as students who attend classes in the school facility each day from 9 AM until 5 PM. The homebound students are able to complete core curriculum class work through the same online curriculum as the day students.

In addition to the day program, The GREAT Academy provides a night program for credit recovery and a degree program for high school and adult students.

The GREAT Academy provides dual credit opportunities for students through its flexible curriculum. Students currently take dual credit courses at CNM, UNM and NMSU. The GREAT Academy also hosts classes in their facility, including a course for teacher enrollment.

The Board of The GREAT Academy submitted a letter of intent in January 2014 to apply for a new charter for The GREAT Jr. Academy, to expand the current program for grades 6 through 8.

1.2 Process

1.2.1 Data Collection and Analysis

TGA contacted Architectural Research Consultants (ARC) in January, 2014 to assist the school with facility master planning and to produce educational specifications (Ed Spec) and a Five-Year Facilities Master Plan (FMP) in compliance with PSFA criteria. This plan is the new charter school's first FMP and Ed Spec. A kick-off meeting took place on March 17, 2014. Participants included the Jasper Matthews, Executive Director of the school; Keisha Matthews, Director of Academics; Richard Romero, a consultant hired to manage the project for the school; and ARC architects. The participants established the project schedule and set up a steering committee for future meetings.

ARC conducted interviews with school staff and teachers on March 24, 2014. The interviews explored in depth the program delivery, daily schedule, facility adequacy for the program, program partners, and other unique qualities and characteristics of The GREAT Academy programs and students.

The steering committee met for Work Session 1 on April 2, 2014. All members of the steering committee were present, and Bill Sprick of PSFA attended. Participants reviewed school goals and vision statement. ARC presented findings from the site evaluation and from interviews and research for validation of facts by the committee. Participants discussed and clarified the application for a middle school charter and the phasing of the program. ARC presented the preliminary evaluation of classroom needs for the school with the current program and with the future program including the middle school. We also presented the capacity of the existing facility and information on the facility lease.

Work Session 2 took place on April 24, 2014. ARC presented revised information based on the prior meeting, a facility summary and CIPs, facility utilization and capacity with the current program and with the addition of the proposed middle school program. The steering committee reviewed the program of requirements and space criteria, and the relationship between program areas. They reviewed and revised the capital and technology needs.

1.2.2 Authority and Facilities Decision Making

Capital Planning and Decision Making

The Board of Directors of The GREAT Academy charter school has the authority to adopt the Five-Year Facilities Master Plan and Educational Specifications.

Community Input

The community participated in the planning process primarily through participation on the steering committee. The school has informed the community of the planning process through school email notifications.

Steering Committee

The kick-off meeting established a steering committee to participate in the facility master planning and educational specifications planning for this project. The nine-member committee included one parent, three students, one teacher, three administrators and a project manager.

Staff and Student Input

ARC interviewed school staff as a part of this process. We interviewed staff informally as part of the facility evaluation, and formally interviewed staff representing all program areas. We interviewed students informally during the facility evaluation and they participated in the process as members of the steering committee.

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2 EXISTING AND PROJECTED CONDITIONS

The GREAT Academy offers a high school program for grades 9 through 12, and a diploma program, Bridge 2 Success, for high school and adult students in the evening.

2.1 Programs and Delivery Methods

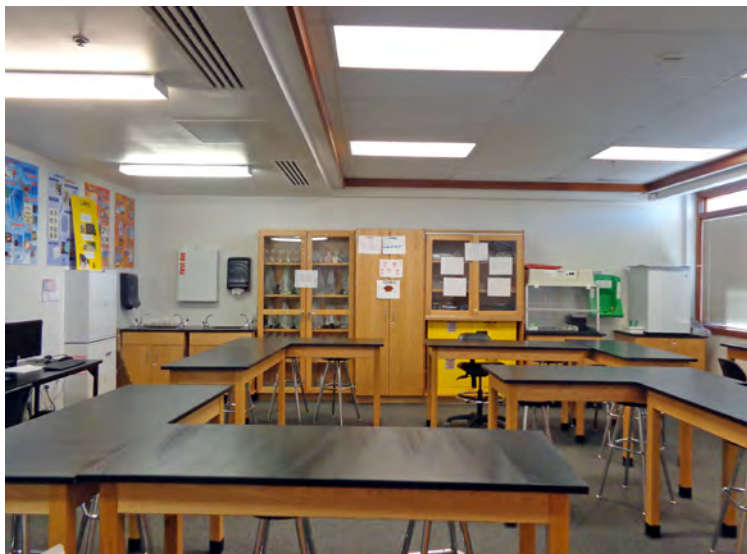
The GREAT Academy is a state charter school located in Albuquerque, NM. Established in 2011, the school is in its third instructional year and serves grades 9 through 12.

2.1.1 Programs Overview

TGA offers a high school program for grades 9 through 12 and a high school diploma program, Bridge 2 Success, in the evenings. The high school program is designed to serve homebound students, who are not required to attend classes at the school facility. The high school program is aligned to the NMPED standards and taught through a hybrid model with virtual, traditional classroom and small group/one-on-one instruction by certified and highly qualified teachers. TGA uses the E2020 curriculum, which has approval as meeting New Mexico's State Standards and Benchmarks by the NMPED. The school has a unique business model that allows students the opportunity to work at their own pace, earn college credits while in high school at no cost, and participate in internships and SMART labs to encourage career exploration. TGA offers dual enrollment courses through area institutions of higher education. The evening diploma and credit recovery programs offer online instruction with individual educational planning and support.

The educational program includes five educational components:

- Virtual learning
- Academic improvement plans or academic enrichment plan for all students
- Service learning
- Leadership and character education
- Seamless transition into high school, post secondary school, or the workplace



Current Educational Programs and Facilities

The school delivers educational programs at one school facility and virtually through online courses. Students who have completed core requirements can enroll for dual credit in courses at CNM, UNM and NMSU-Albuquerque campuses.

Grade-Level Configuration

The high school program serves grades 9 through 12. Classes are generally configured by grade level, but the school will combine classes if needed as students flow through the courses offered. The school program allows for flexibility to accommodate fluctuations in enrollment throughout the year.

Classes delivered in the computer labs are primarily for students in grades 9 through 11. Seniors use laptops in a mobile computer lab. Advisory courses and SMART labs tend to have combined grades as needed.

The evening program serves high school students in grades 9 through 12 and adults. Two computer labs are open in the evenings, and instructors separate the high school students from the adults.

In January, 2014 the Executive Director filed a Notice of Intent to apply for a charter for a middle school, The GREAT Jr. Academy. The new charter will expand the school program to grades 6 through 8. The enrollment cap for the new middle school is 120 students, which will include 30 students per grade on site and 30 homebound students.

Existing Shared/Joint Use Facilities

TGA opened in August, 2011 in the current facility at 6001-A San Mateo, NE in Albuquerque. The school is located in one building.

CNM has offered courses at the school facility for TGA students. Four CNM classes are scheduled in the school facility in the spring of 2014.

Instructional Program

Edgenuity, a web-based curriculum for core and credit recovery courses provides core subject curriculum online. The virtual courses require an estimated 18 hours per week to complete the work. Day students complete about 15 hours in the morning at school online, and are expected to complete the remaining work during 7th period, on Friday, or on their own time. The school also offers language courses by Rosetta Stone online.

TGA offers a curriculum for all students in service learning, leadership and character education, study skills, and pathways to success. Throughout the school year Monday through Friday, TGA students rotate through a daily course in Advisory, Leadership, or Success 101.

Each semester, students participate in two STEM-focused SMART labs, so that over the year they have participated in all four SMART

labs. The SMART labs are intended to allow exploration of industries and careers. The four SMART labs are:

- » *Health & Education Lab:* Students receive and apply suitable knowledge, attitudes, behaviors and decision-making skills in the areas of body image, nutrition, mental/emotional health and health-related careers. Students will become the means to readdress the portrayal of a healthy body image. For nutrition, students will design their own restaurant in accordance with the current government standards. The lab will discuss mental health disorders and the stigma associated with them. Students will explore careers in the health industry.
- » *Science & Engineering Lab:* Students collaborate on inquiry-oriented investigations and projects. Hands-on explorations of an integrated curriculum will take students through physics, chemistry, and biology, while reinforcing their mathematics and reading skills. Students will research and experiment topics such as motion, energy, electricity, matter, density, and molecular biology. The curriculum is moving towards a greater focus on engineering and robotics projects. The lab emphasizes STEM careers, including those in forensics and engineering.
- » *Business & Entrepreneurship Lab:* Students investigate a wide array of topics that are prevalent in the world of business. Students will have an understanding of basic and advanced examples of business and marketing which will help better prepare them for the “real” business work.
- » *Graphic Design, Audio & Visual Production Lab:* Students learn to communicate in many ways: with body language, spoken words, graphic design, web-site design, flash animation, and audio visual production. Multimedia is by definition a multi-faceted romp through the digital arts. The art of clear and meaningful visual communication is essential in every medium. The students get real world knowledge in digital photography.

To graduate, the school requires students to have 28 credits including 4 credits in English, 4 credits in math, 3 credits in science, 3.5 credits in social studies, 1 credit in physical education, 1 credit in workplace readiness, 1 credit in communications, 3 credits in leadership, 3 credits in service learning, 2 credits in internship/competitive employment/work study, and 2.5 credits in self-selected electives. Students with disabilities may be awarded a diploma using the career readiness pathway or ability pathway, or programs of study according to their IEPs. The GREAT Academy requires 28 credits for graduation versus the State of New Mexico’s requirement of 24.

Class	Credits Required
English/language arts	4.0 Credits
Math	4.0 Credits
Science	3.0 Credits
Social studies	3.5 Credits
Physical education	1.0 Credit
Communications	1.0 Credit
Workplace readiness	1.0 Credit
Leadership	3.0 Credits
Service learning	3.0 Credits
Internship/competitive employment/work study	2.0 Credits
Electives	2.5 Credits
Total	28.0 Credits

All students develop an Academic Improvement Plan (AIP) to determine the student's individual and specific curriculum program. The curriculum will address students' needs and assist them in reaching the State standards. Teachers also serve as caseworkers to support a student-centered, individualized instructional program, and provide an important component of the instructional program. Teachers monitor and track data from E2020 assessments, and students' performance and progress determine areas of need. TGA uses one-on-one or small group intervention and tutoring to address identified student needs in real time, to meet student educational needs and support academic success. The students work with teachers or career coaches to obtain career-related and community service credits.

Students take the Discovery Education benchmark exam three times during each year to assess progress.

Special Education

Students who qualify for special education service under the Individuals with Disabilities Education Act (IDEA) or the state criteria for gifted receive an individualized education program (IEP) of specially designed instruction and related services. TGA contracts with Cooperative Educational Services (CES) for ancillary services, including for services for English language learner (ELL) students.


General Instructional Organization

The school offers the program in two semesters over the school year. The school year begins in mid-August and ends in late May. TGA offers a brief summer program for six weeks in July and August for students who want to advance or who need credit recovery work.

Schedule Approach

The school is in session on Monday through Thursday from 9:00 AM to 5:00 PM. On Fridays the school is open from 9 AM to 1 PM and provides intervention instruction, but attendance is not mandatory.

Exhibit 2-1
Enrollment Cap Distribution



Monday – Thursday Bell Schedule	Period 1	9:00 am – 9:50 am
	Passing	9:50 am – 9:57 am
	Period 2	9:57 am – 10:47 am
	Passing	10:47 am – 10:54 am
	Period 3	10:54 am – 11:44 am
	Passing	11:44 am – 11:51 am
	Period 4	11:51 am -12:41 pm
	Lunch	12:41 pm – 1:15 pm
	Period 5	1:15 pm – 2:00 pm
	Passing	2:00 pm – 2:10 pm
	Period 6	2:10 pm – 3:35 pm
	Passing	3:35 pm – 3:45 pm
	Period 7	3:45 pm – 5:00 pm

The school day is organized into seven periods. All students are in the computer labs or on mobile laptops for online instruction during the four morning periods. In Period 5, students participate in Advisory, Leadership and Success 101 classes, and in Period 6 they attend a SMART lab. Period 7 is reserved for intervention.

Anticipated Special Curricular and Extracurricular Activities

Special curricular projects include community service projects, which take place once a month on Fridays. TGA served these organizations in the 2013-14 school year:

- » American Foundation for Suicide Prevention, PACER.org (Bullying Walk), Carlos Vigil Project (Bullying Walk), Alzheimer's Association (Alzheimer's Walk), Character Counts, Junior Diabetes Walk (Juvenile Diabetes Research Foundation) — voluntary for students who needed to make up service learning, Road Runner Food Bank (food drive), Toys for Tots and The Store House

TGA offers dual credit enrollment with CNM, UNM, and NM State. Some courses take place in the school facilities, but students also take courses at the campuses of the partner institutions. The courses offered in the TGA facility this semester are:

- » FIN 1010 - Financial Literacy
- » CS 1101 - College Success
- » NS 1010 - Physical Science for Teachers
- » NS 1015 - Life Science for Teachers

The GREAT Academy has applied for a new charter for The GREAT Jr. Academy, to expand the current program for 120 middle school students.

2.1.2 Anticipated Changes in Programs

The Board of The GREAT Academy has submitted a letter of intent in January 2014 to apply for a new charter for The GREAT Jr. Academy, to expand the current program for grades 6 through 8. The proposed program will cap enrollment at 120 students, which includes 30 students for each of the 6th, 7th and 8th grades and 30 homebound students. The proposed instructional program is similar to the high school program, adapted to educational needs of the younger students. The five educational components of the middle school program will be:

- » Virtual learning
- » Academic improvement plans or academic enrichment plans for all students
- » Service learning
- » Leadership / character education
- » Seamless transition into high school

The middle school program will occupy the school facility by dovetailing use of classrooms with the existing high school program. In the morning when the high school program is in the computer labs, the middle school program will use the SMART lab classrooms. In the afternoon, the middle school will move to the computer labs for the virtual learning component and core curriculum.

The addition of the middle school program allows the school to better utilize the school facility.

2.2 Enrollment

2.2.1 Historic and Current Enrollment

The school opened in August, 2011. The 40- and 80-day enrollments for the three years of school operation are:

Exhibit 2-2
Historic and Current Enrollment

Historic and Current Enrollment					
Day and Night Program- High School	2011 -2012	2012-2013	2013-2014	2014 Day Program	2014 Night Program
40 Day	177	227	144		
80 Day	119	191	157	69	88
120 Day			184		

Typical of charter schools, the enrollment at The GREAT Academy fluctuates throughout the year. Due to more stringent requirements, including those regarding body jewelry and dress code, TGA's enrollment fluctuates more even than most charter schools. PSCOC acknowledges charter school enrollment fluctuation and bases the Lease Assistance awards on the average of the 80th and 120th enrollment of full-time equivalent memberships. The average of the 80th and 120th day counts for the current school year is 171 students.

2.2.2 Projected Enrollment

The enrollment cap for the charter school is 360 students.

Student enrollment includes day high school students, night high school and adult students, and homebound students. For facility planning, the enrollment cap for this school is not the design capacity required because of the unique program delivery. The current school programs serve three distinct student communities, the daytime students, the homebound students and the night students. The school does not require a facility for the entire enrollment population, but requires a facility with capacity for the maximum enrollment occupancy for the largest program scheduled for the facility at one time.

The proposed middle school enrollment cap is for 120 students. The school intends to include the middle school enrollment in the existing cap of 360 students, not in addition to the existing cap. The enrollment projection for the school, with and without the middle school is 360. The enrollment projection by program caps is:

Exhibit 2-3
*Enrollment Cap
Distribution*

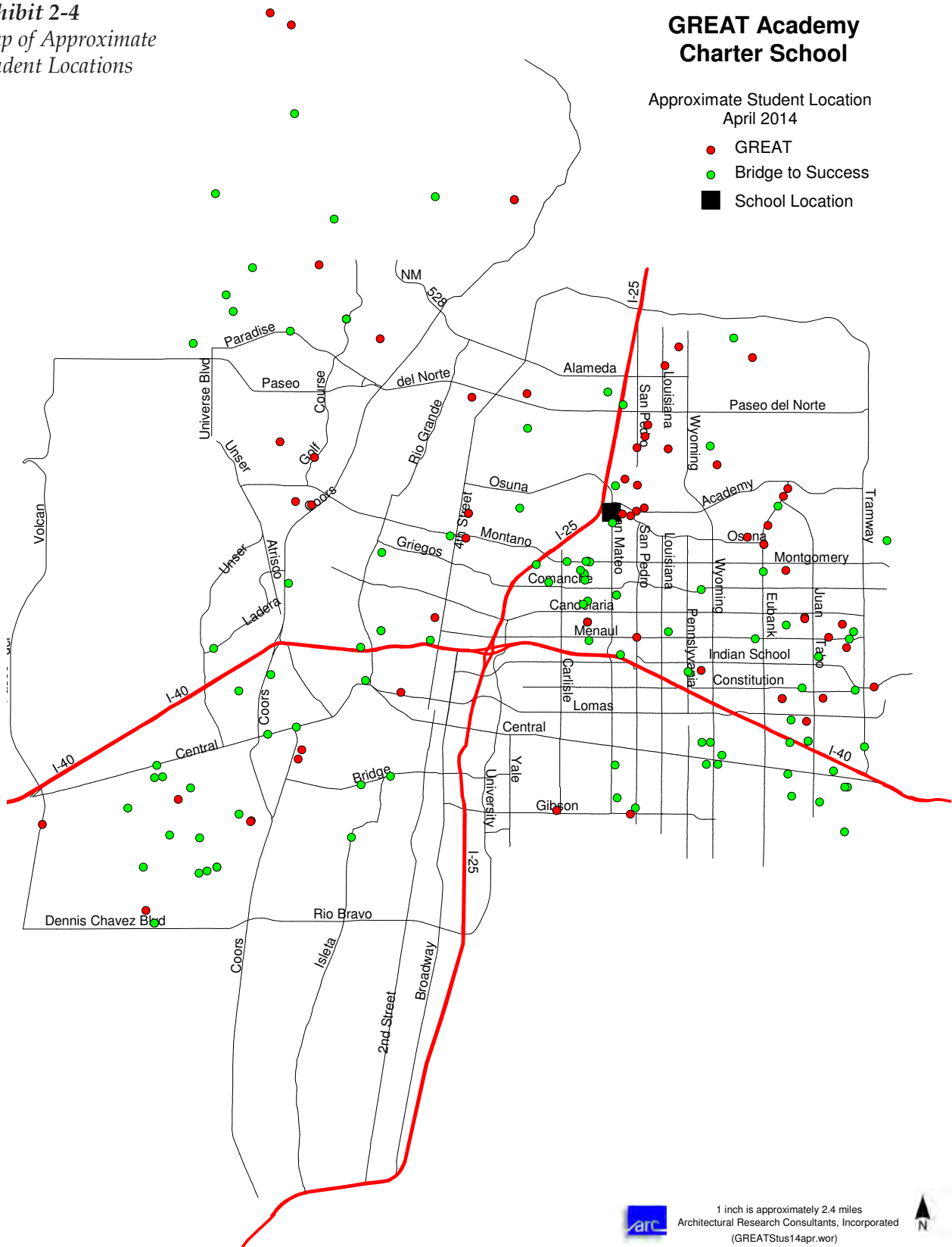
Enrollment Cap Distribution				
	Day	Homebound	Night	Total
High School	90	30	120	240
Middle School	90	30		120
	180	60	120	360

Based on the program enrollment, the design enrollment for the school facility is 180 students.

2.2.3 Student Origination

The map of student origination is based on the addresses of 173 students enrolled in the school program in April, 2014. The map shows that students enroll in TGA programs from all over the metropolitan area, including students from Placitas, Santa Fe and San Felipe who are not represented on the map.

Exhibit 2-4
*Map of Approximate
 Student Locations*



2.2.4 Classroom Loading Policy

The classroom loading policy is 15 students per teacher and no more than 30 students per classroom. When class sizes are greater than 15 students, the instructor receives support from an assistant.

The GREAT Academy also will align class sizes with PED statutes:

6th Grade: 24 students each class

7th - 8th Grades 27 students each class

9th - 12th Grades 30 students each class

2.2.5 Classroom Needs

ARC projected classroom needs based on enrollment at the maximum level, which includes the addition of the middle school program to the school facility. This analysis assumes classroom loading numbers listed above. The classroom need for the program with maximum enrollment is eight classrooms.

Exhibit 2-5
*Day Program Classroom
Needs*

The Great Academy			
Classroom Needs - Day Program			
		# Classrooms	Students
Instructional Spaces - Classrooms			
High School	9th	1	23
	10th	1	23
	11th	1	22
	12th	1	22
Middle School	6th	1	27
	7th	1	27
	8th	1	26
Intervention Classroom		1	10
Total Instructional Spaces		8	180

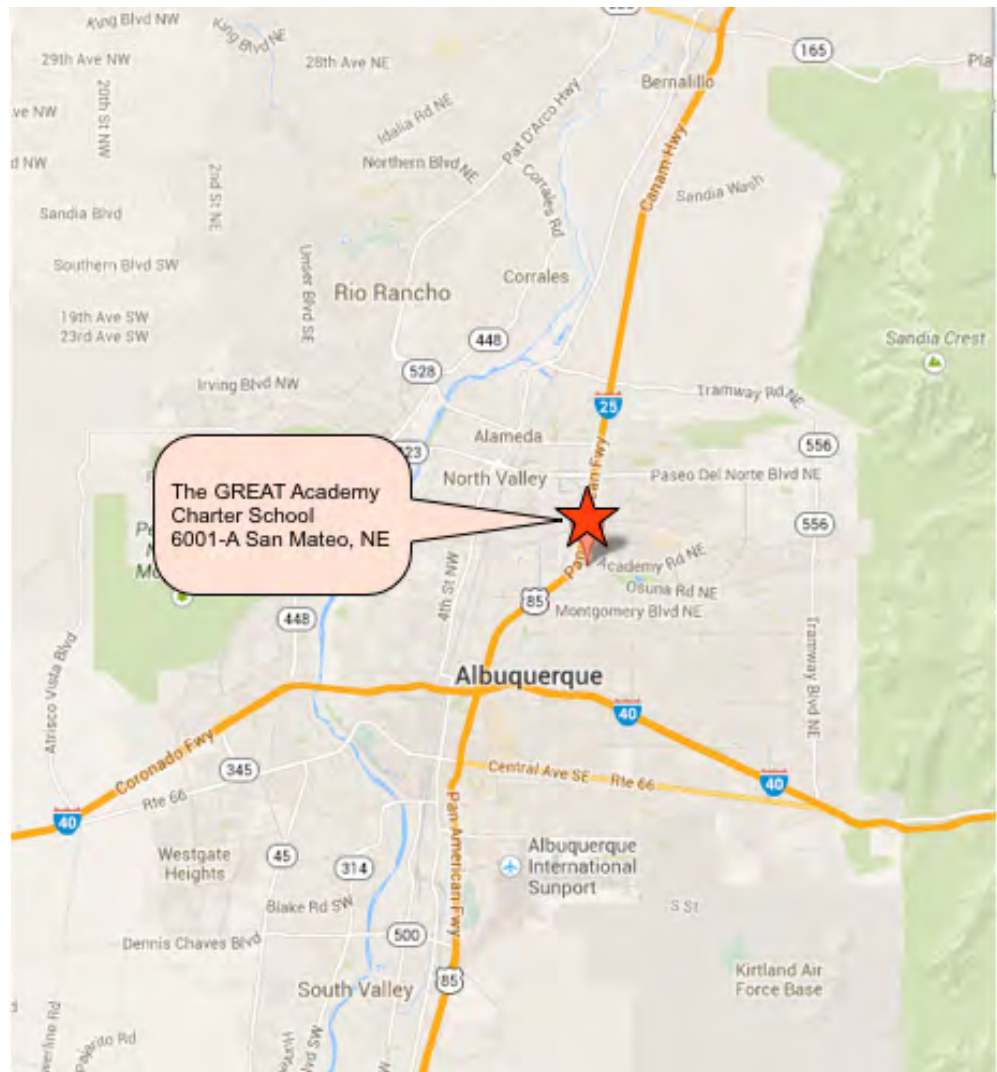
2.3 Site and Facilities

The GREAT Academy is located in a leased facility at 6001-A San Mateo, NE in Albuquerque, New Mexico. A private entity, H.W.L., LLC owns the property, and the five-year lease for the property commenced on June 28, 2011. The annual lease payment for the property is \$191,471. The lease includes a purchase option for the property, and the purchase option price is \$1,350,00.

2.3.1 Location

The map below shows the location of the school, at the intersection of Osuna and San Mateo Boulevards, NE in Albuquerque, with easy access to I-25, a main traffic corridor in the city.

*Exhibit 2-6
TGA Location Street
Map*



2.3.2 Site

The GREAT Academy is located at the southwest end of a strip mall development in north central Albuquerque, near San Mateo and

An entrance to the strip mall is in front of the school, and the school uses the area as a drop-off and pick-up zone for students.

The GREAT Academy
Charter School
6001-A San Mateo, NE

[illegible]

The GREAT Academy is located at 6001-A San Mateo NE in Albuquerque.

2.3.3 Facility

The GREAT Academy facility is a two-story building at the end of a single-story strip mall development. It is an attractive steel and masonry structure with brick and stucco veneer featuring outdoor patios on both levels. Built about 1992, the building was formerly occupied by office and commercial uses, most recently as a training center for a high-tech computer company. The lease requires that the property comply with any and all federal, state and local building occupancy regulations and with applicable educational occupancy (E-occupancy) and state adequacy standards pertaining to the school's uses. The facility size is 15,040 GSF. (See floor plans in Exhibits 2-10 and 2-11.)

2.3.4 Facility Evaluation

ARC visited the site on February 26, 2014 for a facility evaluation. Section 5 - Master Plan Support Material, contains an unabridged version of the evaluation.

As part of the evaluation, ARC scores the facility. The evaluation score is a composite that takes into account the site, physical plant condition and functional adequacy of the facility. It is based on a national school norm with 38 site, 49 physical plant and 49 adequacy evaluation criteria weighted to create a 1,000-point scoring system. The chart below shows the evaluation scores for the school facility.

*Exhibit 2-9
TGA Facility Scores*

The Great Academy			
Facility Evaluation - Scoring			
Scoring Category	Possible Points	Total Earned	%
Site	241	212	88.0%
Plant	354	313	88.4%
Adequacy and Environment for Education	405	359	88.6%
Total	1000	884	88.4%

A score of 88.4% generally reflects a school that has responded very well to all areas of evaluation and meets all significant criteria. The school has projects to correct problems that are sometimes wants rather than needs.

2.3.5 Statewide Adequacy Standards

New Mexico's statewide adequacy standards for primary and secondary educational facilities (NMAC 6.27.30) are the guidelines for public school districts to "... provide and sustain the environment to meet the needs of public schools." The guidelines are a minimum

facility standard to establish equity among all educational facilities that serve New Mexico public school students. Alternative and charter schools may seek a variance for facilities, since they do not necessarily conform to the standard's programs, delivery methods, and facility needs and budgets. In such cases, schools meet the intent of the facility requirements through "alternative methods." However, alternative and charter schools must provide the minimum square footage allowances for general classroom spaces identified in the adequacy standards.

The implementation of space needs for the school will meet the following required standards, listed below with statute section citations in parentheses:

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 / accessibility (B.2)
- Adequate fire alarm system (B.3)
- Adequate two-way communication system (B.4)

6.27.30.10 Site

- Student drop-off pedestrian pathway (A)
- Protection of building structural integrity (C)
- Potential of flooding, ponding, or erosion (C)

6.27.30.12 Academic Classroom

- Appropriate size (A)
- Lighting (C)
- Temperature range (D)
- Acoustics (E)
- Air quality (CO₂ PPM) (F)

ARC used the following methods to identify the list of facility needs:

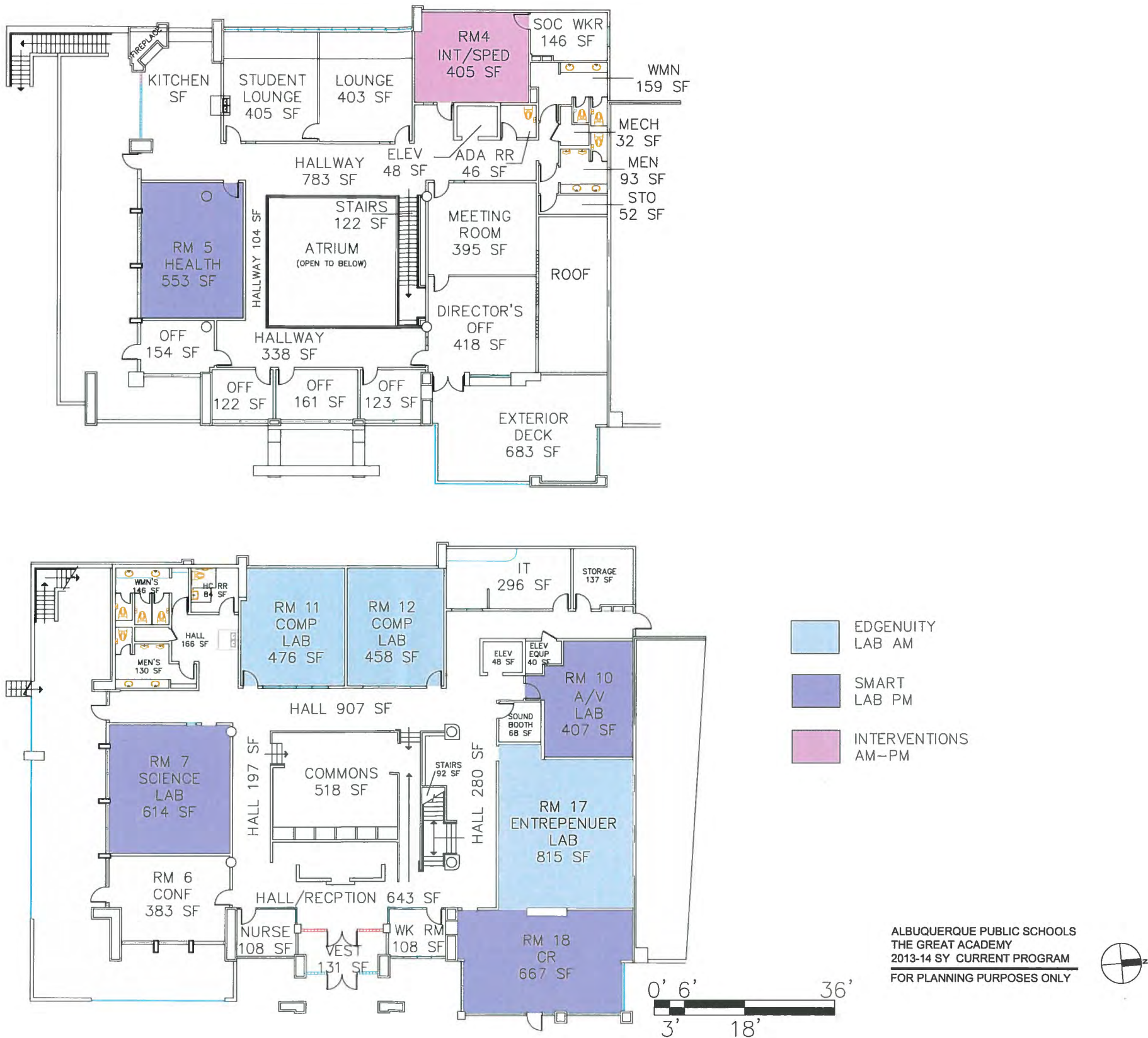
- Analysis of compliance with adequacy standards
- Assessment by an ARC architectural evaluator
- Results of interviews with staff and the steering committee
- Planning team observations

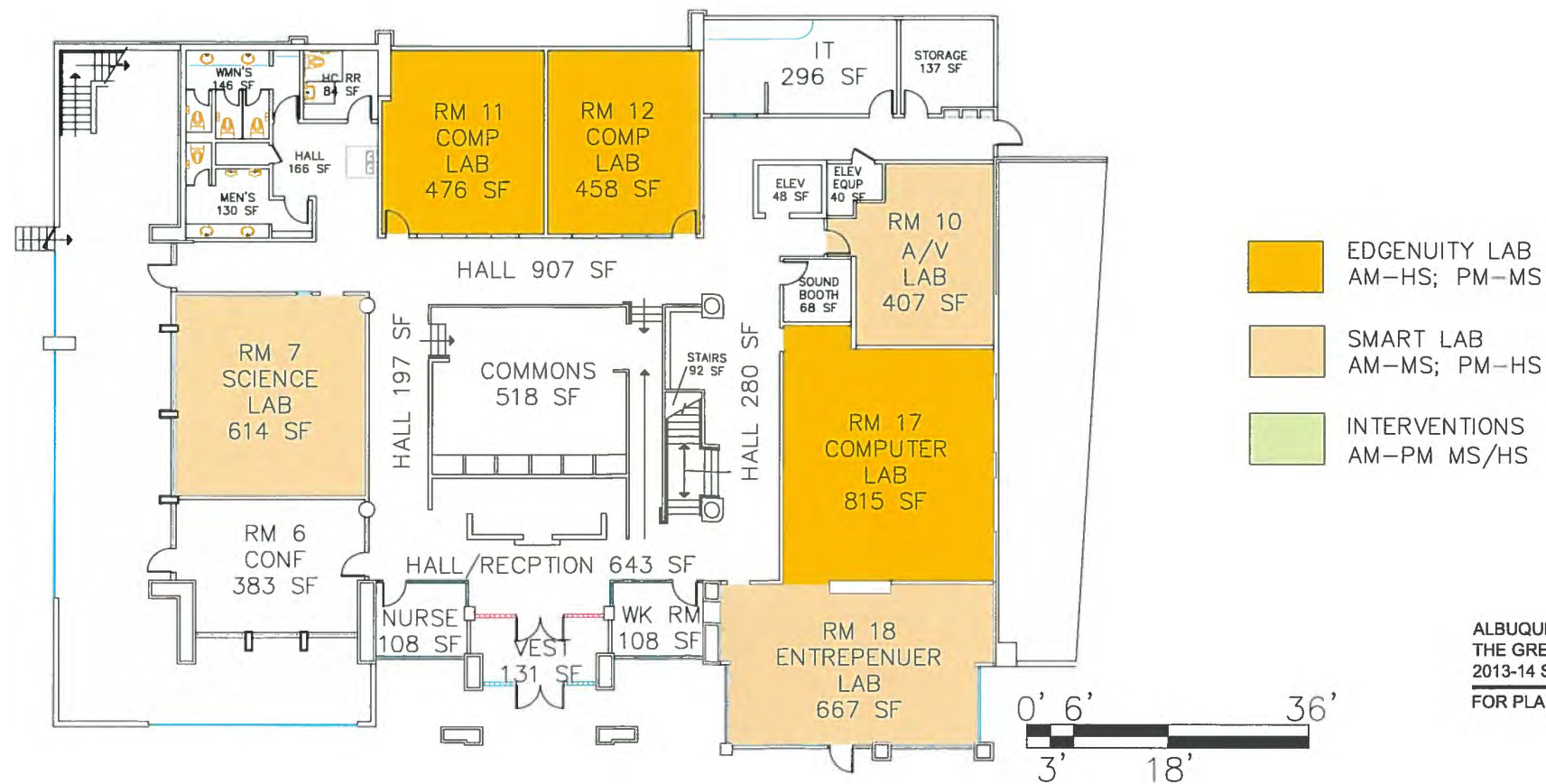
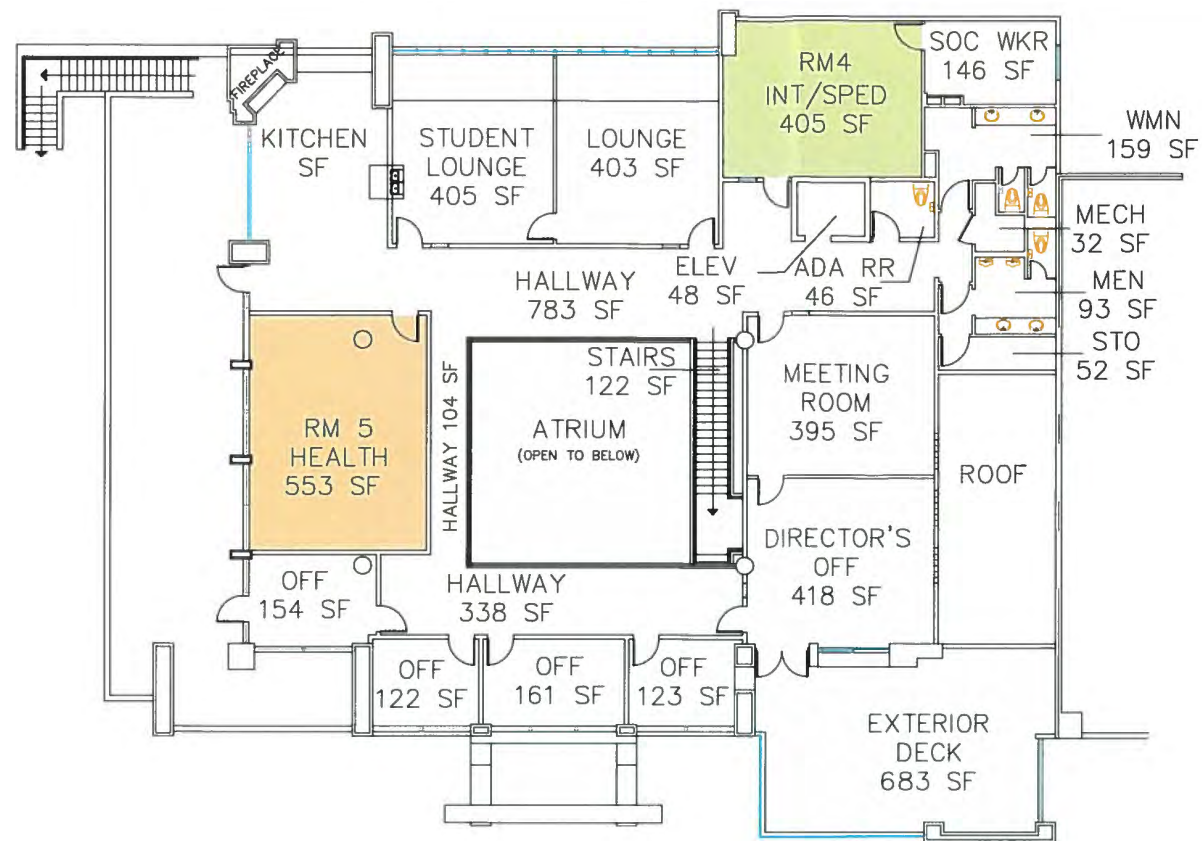
ARC analyzed the facility's compliance with PSFA adequacy standards and found only one deficiency, for custodial sinks. The analysis represented on the chart below discounts space needs to align with the program delivery methods.

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Exhibit 2-10
TGA Existing Program

The school facility at 6001-A San Mateo NE, Albuquerque contains 15,040 GSF. The floor plans on this page show the current program space assignments. Note that the school uses Room 17 in the AM for online instruction (Edgenuity Lab) and in the PM for the SMART lab program.





ALBUQUERQUE PUBLIC SCHOOLS
 THE GREAT ACADEMY
 2013-14 SY MID-HIGH PROGRAM
 FOR PLANNING PURPOSES ONLY

Exhibit 2-11
 TGA Program with
 Proposed Middle School

The floor plans on this page show the future program space assignments with the proposed middle school program. Note that Room 17 is proposed to be a dedicated computer lab room, and the Entrepreneur Lab will move into Room 18.

District School	State chartered school
School	The GREAT Academy

Section	Meets	Deficient	Corrective Action
III.	General Requirements		
	A. Building Condition	x	
●	1. Structural	x	
●	2. Exterior Envelope	x	
●	3. Interior Surfaces	x	
●	4. Interior Finishes	x	
●	B. Building Systems		
●	1. General	x	
●	2. Plumbing Fixtures	x	
●	3. Fire Alarm	x	
●	4. 2-way Communication System	x	
V.	School Site		
●	A. Safe Access	X	
●	B. Parking	x	
●	C. Drainage	x	
●	D. Security	x	
●	Water/Effluent Disposal	x	
VI.	Site Recreation and Outdoor Physical Education		
●	Elementary School	NA	NA
VI. 1	Middle School/Junior High School	NA	NA
VI. 2	High School	NA	NA
VI. 3	Combination School	NA	NA
VI. 4	Equipment (Exhibit A)	NA	NA
VII.	Academic Classroom Space		
●	A. Classroom Space	x	
●	B. Classroom Fixtures and Equipment	x	
●	1. Work surface and seating	x	
●	2. Display Surface	x	
●	3. Storage	x	
●	4. Teacher/Aide Space	x	
●	C. Classroom Lighting	x	
●	D. Classroom Temperature	x	
●	E. Classroom Acoustics	x	
●	F. Classroom Air Quality	x	
VIII.	General Use Classrooms (Language Arts, Mathematics and Social Studies)		
●	Kindergarten 60 net sf/student = 1020	NA	NA
	Grades 1 – 5 32 net sf/student = 704	NA	NA
	Grades 6 – 8 28 net sf/student = 672	NA	NA
	Grades 9 – 12 25 net sf/student = 700		x
IX.	Specialty Classrooms (Science, Arts, Career Education and Physical Education)		
	A. Science		
●	Grades K-5	NA	NA
●	Grades 6-12	NA	NA
●	Equipment (Exhibit A)	NA	NA
●	B. Technology	x	
●	C. Art Education Programs	NA	NA
●	Elementary School	NA	NA
●	Middle School/Junior High School	NA	NA
●	High School	NA	NA
●	Combination School	NA	NA
●	D. Career Education	NA	NA
●	Elementary School	NA	NA
●	Middle School/Junior High School	NA	NA
●	High School	NA	NA
●	Combination School	x	
●	E. Computer and Keyboarding Labs	NA	NA
●	Elementary School	NA	NA
●	Middle School/Junior High School	NA	NA
●	High School	x	
●	Combination School	NA	NA
●	F. Alternate Delivery Method	x	
X.	Physical Education		
	Elementary School	NA	NA
	Teaching Facility	NA	NA
	Other	NA	NA
	Middle School/Junior High School	NA	NA
	Teaching Facility	NA	NA
	Other	NA	NA
	High School	NA	NA
	Teaching Facility	NA	NA
	Other	NA	NA
	Combination School	NA	NA
	Libraries and Media Centers/Research Area		
XI.	Elementary School	NA	NA
XI. 1	Middle School/Junior High School or High School	NA	NA
XI. 2	Combination School	NA	NA
XI. 3	Equipment (Exhibit A)	NA	NA
	Food Service Standards		
XII.	A. Cafeterias		
●	1. Serving and Dining	x	
●	2. Fixtures and Equipment	x	
●	B. Kitchen	NA	NA
●	1. Food Preparation Kitchen	NA	NA
●	Equipment (Exhibit A)	NA	NA
●	2. Serving Kitchen	NA	NA
	Other Facility Areas		
XIII.	A. Parent Workspace	x	
●	B. Administrative Space	x	
●	C. Student Health, Counseling and Ancillary Space	x	
●	D. Faculty Workspace or Teacher Lounge	x	
●	General Storage	x	
●	Maintenance or Janitorial Space		x
●	Teacherages	NA	NA
●	Standards Exception		
XIV.			
XV.			
XVI.			
XVII.			

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Exhibit 2-13**Capital Improvement Projects**

The assessment by the ARC architectural evaluator identified facility needs, and from that list ARC created capital improvement projects (CIPs). Because the facility is leased, most CIPs are not the responsibility of the school. The list below includes the party responsible for each project.

No.	Code	Project Name	MACC	Project Budget	Party Responsible for Improvements
	4.06.E03.2.	Pavement Improvements	\$21,866	\$27,880 ■■■■	Common Area Maintenance
	4.05.D03.1.	Replace Skylight Shades	\$21,712	\$29,093 ■■■■	Lessor
	4.06.D02.2.	Exterior Envelope Improvements	\$2,254	\$2,874 ■■■■	Lessor
	4.06.E02.2.	Install Fence at Alleyway	\$893	\$1,139 ■■■■	The GREAT Academy
	4.08.D04.1.	Roofing Replacement	\$13,641	\$17,392 ■■■■	Lessor
	4.05.E05.1.	Drain Cleaning and Repair at Patios	\$3,000	\$4,020 ■■■■	Lessor
	8.05.B03.1.	Restroom Upgrades - ADA	\$6,130	\$8,214 ■■■■	Lessor
	3.04.A04.1.	Plumbing Upgrades - Janitorial Sinks	\$6,908	\$9,257 ■■■■	The GREAT Academy
	4.05.D03.1.	Install Awnings at Exterior Patios	\$11,400	\$15,276 ■■■■	The GREAT Academy
	8.05.B03.1.	ADA Accessibility	\$16,399	\$21,975 ■■■■	Lessor
	3.06.E09.1.	Flashing School Zone Lights	\$25,009	\$31,886 ■■■■	City
	3.04.A09.2.	Replace Exterior Stair	\$11,740	\$15,732 ■■■■	Lessor
	4.05.A03.1.1.	HVAC Balancing	\$19,469	\$26,089 ■■■■	Lessor
Total of Project Budgets				\$210,826	

The Steering Committee prioritized the three projects which are the responsibility of the school and impact the school budget. The prioritized school CIPs are:

Exhibit 2-14**Capital Improvement Project
Priority and Budget**

The Great Academy			
Capital Improvement Projects			
Priority	Project Number	Project Name	Project Budget
1	001.8	Plumbing Upgrades - Janitorial Sinks	\$ 9,257
2	001.4	Install Fence at Alleyway	\$ 1,139
3	001.9	Install Awnings at Exterior Patios	\$ 15,276
Total			\$ 25,672

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2.4 UTILIZATION AND CAPACITY

2.4.1 Utilization

Utilization analysis identifies existing classroom use and the number of classrooms that accommodate current student enrollment. ARC analyzed the utilization of the facility for two programs. The chart below shows the utilization of the facility with the current programs, during the day program for high school only. It graphically shows the difference in the delivery of the programs for online, computer lab-based programs in the morning and the shift to the classrooms spaces in the afternoon for advisory, SMART lab and intervention programs. The utilization of the school with just the high school is 57% and utilization of classroom seats is 43%.

Exhibit 2-15
Current Utilization for
High School Only

MIDDLE/HIGH SCHOOL UTILIZATION WORKSHEET

The Great Academy High School 9-12

Grade Level	Projected Enrollment Caps					Current Number of Teachers	Number of Teaching Spaces
6th Grade							
7th Grade							
8th Grade							
9th Grade	53				1	1	
10th Grade	40				1	1	
11th Grade	30				1	1	
12th Grade	21				1	1	
TOTALS	144				4	4	

Number of Lunch Turns Per Day	0
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Alamogordo HS	1		2			3																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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Exhibit 2-16
*Projected Utilization
including Proposed Middle
School*

The chart below shows the utilization of the facility with the addition of the proposed middle school program. The middle school program uses spaces, which under the current high school program are vacant, to bring the utilization of the facility up to 100% and the utilization of classroom seats to 85%.

MIDDLE/HIGH SCHOOL UTILIZATION WORKSHEET
The Great Academy Mid-High School 6-12

GRADE LEVEL	PROJECTED ENROLLMENT CAPS				CURRENT NUMBER OF TEACHERS	NUMBER OF TEACHING SPACES
6th Grade						
7th Grade						
8th Grade						
9th Grade	53				1	1
10th Grade	40				1	1
11th Grade	30				1	1
12th Grade	21				1	1
TOTALS	144				4	4

Number of Lunch Turns Per Day	2
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Alamogordo HS																																							4	5	6	7	8		
Rm #	Crm NSF	Max # of St./ Sq Ft	ADEQ SQ FT CAP	PED MAX PTR/ Cfm	A. S. Y /N	PERIOD 1 Time:9:00-9:50				PERIOD 2 Time: 9:57-10:47				PERIOD 3 Time: 10:54-11:44				PERIOD 4 Time: 11:51-12:41				PERIOD 5 Time: 1:15-2:00				PERIOD 6 Time: 2:10-3:35				Period 7 Time:3:45-5:00					TTL ST PER DAY **	PED Max. PTR /Day**	Tot. % Rm Occ. / Day	Occ # of Pd.'s / Day	% Pd. / Day						
						# 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					
COMP LAB 1 (11)	476	25	19	30	N	25	131%	9-12	ONLINE LEARNING	CORE SUBJECTS	25	131%	9-12	ONLINE LEARNING	CORE SUBJECTS	25	131%	9-12	ONLINE LEARNING	CORE SUBJECTS	25	131%	6-8	ONLINE LEARNING	CORE SUBJECTS	25	131%	6-8	ONLINE LEARNING	CORE SUBJECTS	25	131%	6-8	ONLINE LEARNING	CORE SUBJECTS	175	175	100%	7	100%					
COMP LAB II (12)	458	25	18	30	N	25	136%	9-12	ONLINE LEARNING	CORE SUBJECTS	25	136%	9-12	ONLINE LEARNING	CORE SUBJECTS	25	136%	9-12	ONLINE LEARNING	CORE SUBJECTS	25	136%	6-8	ONLINE LEARNING	CORE SUBJECTS	25	136%	6-8	ONLINE LEARNING	CORE SUBJECTS	25	136%	6-8	ONLINE LEARNING	CORE SUBJECTS	175	175	100%	7	100%					
COMPUTER LAB (17)	815	25	33	30	Y	30	100%	9-12	ONLINE LEARNING	CORE SUBJECTS	30	100%	9-12	ONLINE LEARNING	CORE SUBJECTS	30	100%	9-12	ONLINE LEARNING	CORE SUBJECTS	30	100%	6-8	ONLINE LEARNING	CORE SUBJECTS	30	100%	6-8	ONLINE LEARNING	CORE SUBJECTS	30	100%	6-8	ONLINE LEARNING	CORE SUBJECTS	210	210	100%	7	100%					
HEALTH LAB (5)	553	25	22	30	N	22	99%	6-8	TBD	MS STEM HEALTH	23	104%	6-8	TBD	MS STEM HEALTH	23	104%	6-8	TBD	MS ADVISORY	22	99%	6-8	TBD	MS STUDY HALL	22	99%	9-12	TBD	ADVISORY	23	104%	9-12	TBD	SMART HEALTH	23	104%	9-12	TBD	STUDY HALL (M-TH)	158	212	75%	7	100%
SCI LAB (7)	614	25	25	30	N	23	94%	6-8	TBD	MS STEM SCIENCE	22	90%	6-8	TBD	MS STEM SCIENCE	23	94%	6-8	TBD	MS ADVISORY	23	94%	6-8	TBD	MS STUDY HALL	22	90%	9-12	TBD	ADVISORY	23	94%	9-12	TBD	SMART SCIENCE/ ENGINEERING	22	90%	9-12	TBD	STUDY HALL (M-TH)	158	212	75%	7	100%
A/V LAB (10)	407	25	16	30	N	23	141%	6-8	TBD	MS STEM ENGINEERING	22	135%	6-8	TBD	MS STEM ENGINEERING	22	135%	6-8	TBD	MS ADVISORY	23	141%	6-8	TBD	MS STUDY HALL	23	141%	9-12	TBD	ADVISORY	22	135%	9-12	TBD	SMART AUDIO/ VISUAL PRODUCTION	22	135%	9-12	TBD	STUDY HALL (M-TH)	157	212	74%	7	100%
PROJECT LAB (18)	815	25	33	30	Y	23	77%	6-8	TBD	MS STEM TECH	23	77%	6-8	TBD	MS STEM TECH	22	73%	6-8	TBD	MS ADVISORY	22	73%	6-8	TBD	MS STUDY HALL	23	77%	9-12	TBD	ADVISORY	22	73%	9-12	TBD	SMART BUSINESS/ ENTREPRENU ERSHIP	23	77%	9-12	TBD	STUDY HALL (M-TH)	158	212	75%	7	100%
INT (4)	405	25	16	10	Y	10	136%	9-12	STAFF	HS INTERVENTIONS	10	136%	9-12	STAFF	HS INTERVENTIONS	10	136%	9-12	STAFF	HS INTERVENTIONS	10	136%	9-12	STAFF	HS INTERVENTIONS	10	100%	6-8	TBD	MS INTERVENTIONS	10	100%	6-8	TBD	MS INTERVENTIONS	10	100%	9-12	STAFF	MS INTERVENTIONS	70	70	100%	7	100%
	4,543		182	220	Y N	181	120%				180	119%				180	120%					180	120%				180	111%						180	125%										

NOTE: CORE SUBJECT CLASSROOM PER DAY STUDENT COUNT = NO. OF COMP STATIONS X NO. OF PERIODS

2.4.2 Capacity

A school's stated delivery methods, usually expressed in terms of classroom loading and PTR, determine the capacity of a charter school facility. The New Mexico Public School Facility Adequacy Standards require a minimum of 25 square feet per student for high school classrooms. The capacity analysis compares the capacity considering the minimum amount of square footage required per student by New Mexico Adequacy Standards versus the allowable classroom loading capacity according to state statute. The reported capacity is the lesser (more stringent) of the two numbers.

The school facility requires a minimum capacity of 180 students for adequate program delivery. The overall capacity for instructional spaces / classrooms when fully loaded to allowable PTR is 222 students. The facility has capacity to accommodate the projected design enrollment for the school.

The GREAT Academy program requires two types of classrooms: the general classrooms for the SMART labs, and the "technology-aided instruction" classrooms for computer labs which house the online learning component of the school programs. The capacity of the SMART labs for the existing high school program is 99 students.

The computer labs are currently loaded at about 15 NSF/student. This capacity analysis acknowledges that computer labs will not be recaptured for general instructional space due to the specialized program needs of this charter school. The additional computer lab loaded at 15 NSF/student raises the capacity of spaces for online instruction to 123. The intervention classroom provides instructional space capacity for 16 students.

Exhibit 2-17

Actual Capacity Aligned with School Programs

The chart below reflects the capacity of the facility when aligned with the school programs as currently delivered.

The GREAT Academy					
Space Inventory					
	Room #	Room Description	Square Feet	Adequacy Standard NSF/Student	Capacity per Adequacy 25 NSF/Student
1st Floor	7	Science Lab	614	25	25
	11	Computer Lab 1	476	15	32
	12	Computer Lab 2	458	15	31
	15	A/V Lab	407	25	16
	16	Sound Booth	68	25	3
	17	Entrepreneur Lab 1	815	25	33
	18	Computer Lab 3	667	15	44
2nd Floor	13	Health Lab	561	25	22
	7	Intervention Lab	405	25	16
Instructional Program Spaces			4471		222

Exhibit 2-18
Capacity Including High
School and Middle School

The loading of classrooms for the projected design enrollment of 180 students supports the delivery of the programs for the middle school and the high school programs simultaneously in the facility, as shown in the chart below.

The GREAT Academy						
Space Inventory						
	Room #	Room Description	Square Feet	Adequacy Standard NSF/Student	Capacity per Adequacy 25 NSF/Student	Proposed Loading- # Students
Capacity for High School and Middle School Programs						
Morning/Afternoon Program Delivery						
Middle School	11	Computer Lab 1	476	15	32	27
	12	Computer Lab 2	458	15	31	27
	18	Computer Lab 3	667	15	44	26
	7	Intervention Lab	405	25	16	10
Total Computer Lab and Intervention CR					123	90
High School	7	Science Lab	614	25	25	25
	15	A/V Lab	407	25	16	15
	16	Sound Booth	68	25	3	0
	17	Entrepreneur Lab 1	815	25	33	25
	13	Health Lab	561	25	22	25
Total SMART Lab Capacity					99	90
Total School Capacity					222	180

2.5 Technology

The GREAT Academy has a technology plan, dated February 23, 2012. The technology plan for The GREAT Academy identifies about \$500,000 of technology upgrades to the facility when the school opened.

The technology plan has achieved all of the technology and facility goals articulated in the plan. School students and educators have affordable, universal access to high-speed, robust communication tools, and school facilities and infrastructure are able to support current technologies. The school provides access to technology equipment and wireless Internet to every student and teacher. It offers facilities and “hot spots,” has a student laptop program and other initiatives that provide students with technology tools and educational programs, and provides server folders for digital student portfolios, file storage and records. It supports and maintains a school web site and email, and participants in Quality of Education surveys.

The school currently phases in upgrades to technology each year as funding allows. The capital plan addresses funding for technology.

2.6 Energy Management

The school facility has an Energy Star plaque at the front door indicating participation in the utility program. The plaque predates the opening of the school, but indicates a level of energy efficiency for the facility. No utility data was available as part of this FMP / Ed Spec for the existing facility to assess current energy expenditures by use and update the Energy Star ranking.

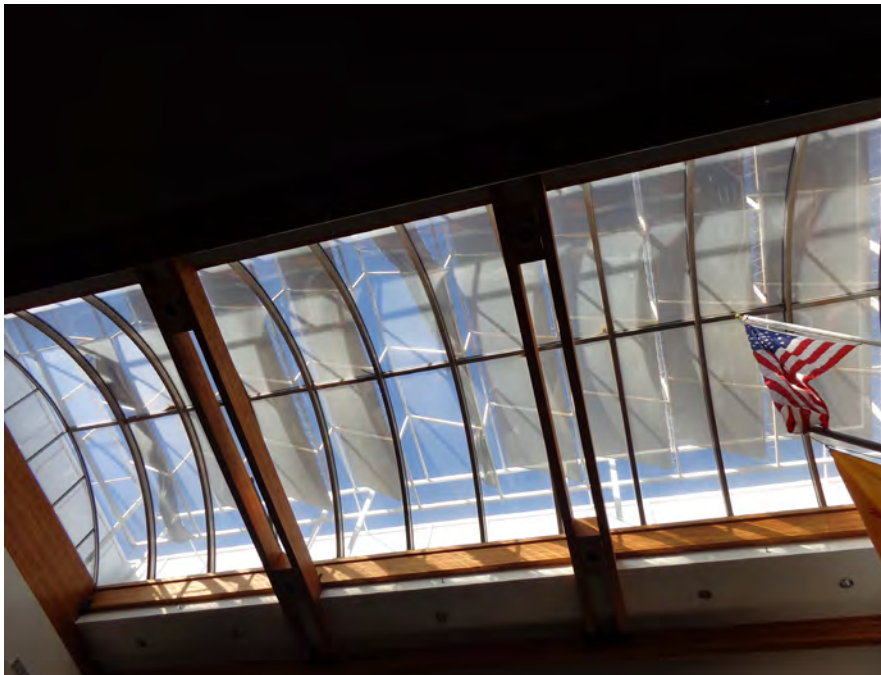
2.6.1 Energy Efficiency Recommendations

The school facility needs relating to energy efficiency include the replacement of interior and exterior awnings to control heat gain.

The existing facility includes most recommended strategies which optimize energy use and minimize utility costs, including a vestibule at the front door, double-glazed windows with tinting and window blinds, and a well insulated building envelope. Landscaping around the building is minimal and not water intensive. Plumbing fixtures are low water-use per city building codes.

2.6.2 Energy Management Plan

The GREAT Academy does not have an energy management plan for the facility.



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3 FACILITY REQUIREMENTS

3.1 Facility Goals and Concepts

3.1.1 Goals and Concepts

The facility goals for The GREAT Academy include functional goals and qualitative goals for the quality of the spaces and experience. The steering committee discussed concepts that drive the design of the school facility, resulting in the functional and qualitative goals stated below.

Functional Goals

The facility will be able to provide adequate space for all current and future programs. The facility should meet all needs of the school, including instructional, administrative, support and safety needs. Spaces should be well utilized, and include efficiency features to reduce utility costs which impact the school operational budget. Flexible use of spaces enables shared use of the spaces between support and administrative use, and provides the school with the opportunity to invite CNM and other course providers to offer classes at the school facility. The electrical and fiber capacity of the facility will support the technology needs of the online curriculum.

Qualitative Goals:

The steering committee described the “ideal” building as including these qualities:

- A business school environment, professional
- Spaces that keep the focus on school
- A safe school with an entrance that is welcoming and professional but secure
- Comfortable
- Acoustically comfortable
- Day lighting
- An honest building, with openness
- Visibility and ability to supervise
- Spacious, not crowded
- Technology-rich, with computers available for parents and kids

3.1.2 Compliance with Charter School Act

A priority facility goal of The GREAT Academy is to make its current school facility a permanent home for the school, and to eventually own the building. The current lease includes a purchase option for the facility and a lease renewal option, which will allow the school to remain in the facility through 2021. However, charter schools in New Mexico must comply with a mandate to locate in a facility

which meets specific ownership criteria. The current ownership of the facility at 6001-A San Mateo NE, Albuquerque does not meet the required ownership criteria.

The NM State Legislature in 2005 amended the Charter School Act to require charter schools to locate in an available school district facility (Section 22-88-4(F)), and added criteria in 2009 that, if met by July 1, 2015, satisfies the statutory requirement of being in a public facility:

...if the facility in which the charter school is housed meets the statewide adequacy standards, 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 either: 1) public buildings are not available or adequate for the educational program of the charter school; or 2) the owner of the facility is a nonprofit entity specifically organized for the purpose of providing the facility for the charter school.

TGA will establish a nonprofit foundation and will meet the Charter School Act facility requirement by complying with the second criteria stated above.

3.2 Space Requirements

The planning team identified space requirements to accommodate TGA's current and projected program needs. The team then matched the space needs with the existing facilities. The space requirements for The GREAT Academy are particular to the program of the charter school, and do not include all the space requirements of a traditional high school or middle school. The program of requirements shows spaces for a traditional high school which are discounted for TGA's POR.

3.2.1 Space Summary

The chart at right represents a Program of Requirements for The GREAT Academy for the "ideal" facility. The loading policy for classrooms at TGA is 15 students per classroom, and the POR maximizes the current program delivery which provides two instructors per classroom. The sizing of the classrooms allows the school the maximum flexibility for class enrollment and the best use of spaces.

The "ideal" facility will provide a GSF of about 11,750 GSF.

Exhibit 3-1 Program of Requirements for Traditional High School, Discounted

The Great Academy						
Program of Requirement						
Ideal Facility						
Description		Number of Rooms	Loading - Students /CR	State Adequacy NSF /Student	NSF / CR	NSF Required
General Classrooms						
Career Education - SMART lab classrooms	Health & Education	1	30	28	840	
	CR Storage			2	60	
	Science & Engineering	1	30	28	840	
	CR Storage			2	60	
	Business & Entrepreneurship	1	30	28	840	
	CR Storage			2	60	
	GD, Audio & Visual Production	1	30	28	840	
	CR Storage			2	60	
Subtotal General Classrooms		4				3600
Specialized Classrooms*						
	Computer 1 -Technology- Aided Instructio	1	30	15	450	
	Computer 2	1	30	15	450	
	Computer 3	1	30	15	450	
	Intervention 1 -Half CR	1	10	28	280	
	Storage	1			15	
	Electives	0				
Subtotal Specialized Classrooms		5				1645
Special Program Spaces						
	SPED	1	8	28	224	
	IEP Conference Room	1	10	25	250	
	Ancillary	1	10	28	280	
Subtotal Special Program Spaces		3				754
Instructional Support Spaces						
	Dining	1	60	15	900	
	Student Lounge	0				
	Commons	0				
	PE Space	0				
	Library	0				
Subtotal Instructional Support Spaces		1				900
Administration and Support Areas						
	Admin Suite	1	180	1.5 + 150	510	
	Director's Office					
	Office					
	Office					
	Office					
	Reception					
	Intervention 2 - Meeting Room	1	10	28	280	
	Parent Workroom	1	150		150	
	Student Health	1	180	1	180	
	Counseling	1				
	Faculty Workroom	1			150	
	Teachers' Lounge	1			150	
	Facility Storage	1	180	1	180	
	Subtotal Admin & Support Spaces		8			
Total Required NSF						8499
TARE - 30%						3249
GSF Required Facility						11,748

*Technology-aided instruction spaces loaded per existing use = 15 NSF/student

The maximum allowable GSF for a combined high school and middle school for 180 students calculated by the PSFA calculator is 36,609 GSF. The GREAT Academy educational program does not require many of the spaces typically found in the traditional high school and middle school, including a library, laboratories for science, physical education spaces, art and music spaces, or outdoor PE and athletic spaces. Charter schools generally have unique space needs. TGA is able to meet PED requirements and deliver its programs through partnerships with institutions of higher learning which provide access to facilities and courses not offered at the TGA facilities.

3.2.2 Site and Overall Relationships

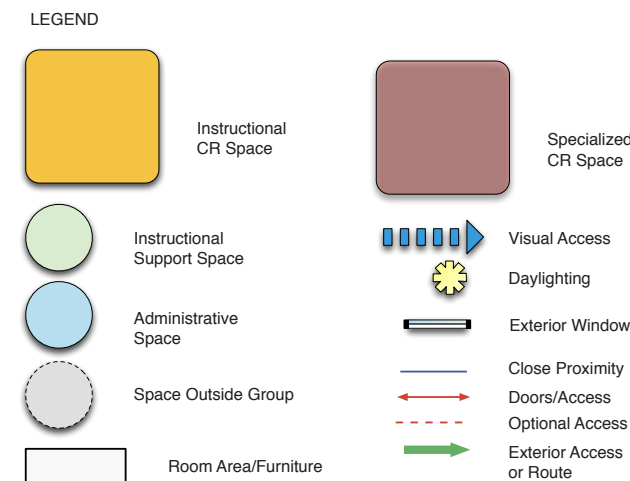
The GREAT Academy requires a location with easy and safe access to transportation and main traffic corridors. The students enrolled in TGA originate from all over Albuquerque and the surrounding communities, and the location of the current facility adjacent to the I-25 corridor enables access for the commute to school. Also, the program provides the opportunity for dual credit study with other institutions, and students may need to commute between the school and the campuses of the partner institutions.

The site requires parking for staff and students. The parking lot must provide 1.5 spaces for approximately 25 staff (including the proposed middle school faculty) and 1 space for 4 high school students, for a required total parking requirement of 55 spaces. The safety of the drop off and access to the front door from the parking areas drives the site design.

The school does not require outdoor physical education facilities. Outdoor amenities which provide opportunities for outdoor educational spaces or recreation space are desirable.

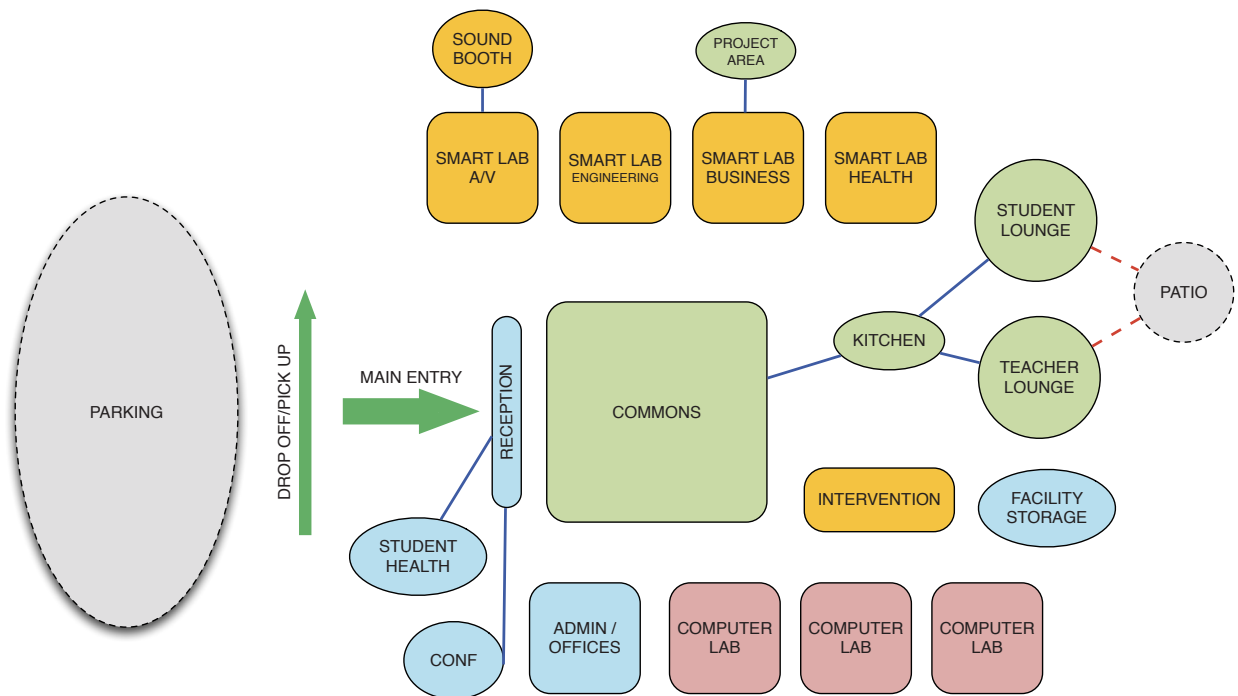
The exhibit below shows a legend of symbols used in the space relationship diagrams.

*Exhibit 3-2
Relationship Diagram Legend*



The diagram below shows the overall space relationships on the site. The school prefers organization around a central area, which can support an informal gathering of the school and strengthens the community. The middle school and high school students switch occupancy of the computer labs and the SMART labs from the morning to the afternoon, so the school does not need to organize around the two school programs.

Exhibit 3-3
Overall Site Relationships



3.2.3 Descriptions and Diagrams of Required Spaces

The following narrative and functional diagrams describe the relationships between program areas and spaces, such as adjacency, visibility and access.

Category 1 - Instructional Program Spaces

Career Education - SMART Classrooms

Four classrooms are required for instruction of the SMART lab program, delivered by lecture and project based learning. The classrooms are diagramed separately to show different needs regarding technology, daylight, proximity to other spaces, and furnishings.

Exhibit 3-4
SMART Lab - AV

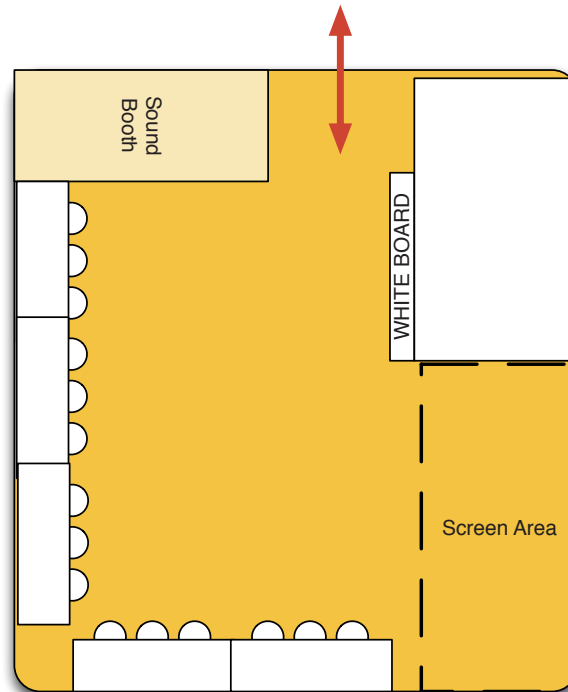


Exhibit 3-5
SMART Lab - Business

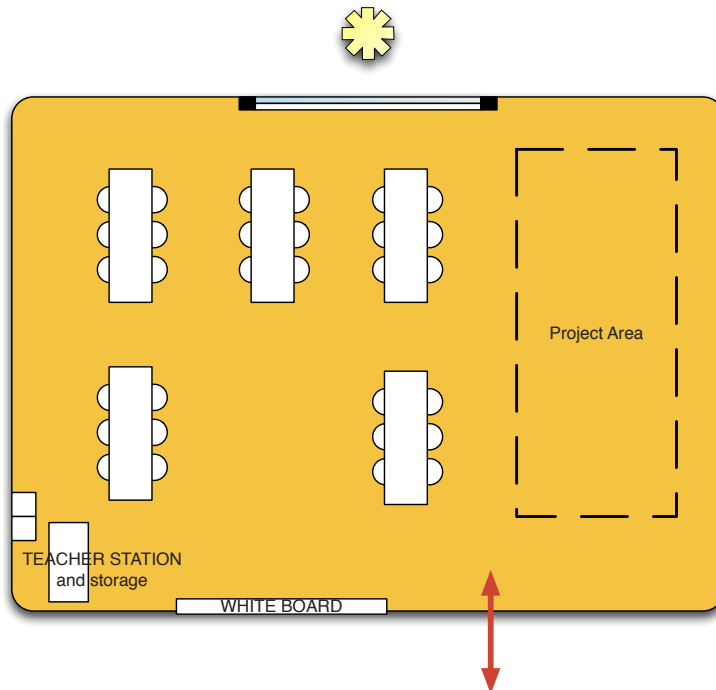


Exhibit 3-6
SMART Lab - Engineering

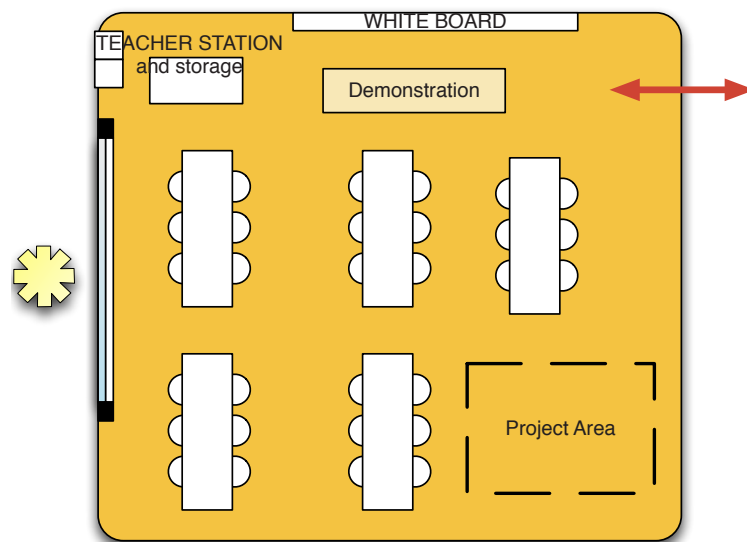
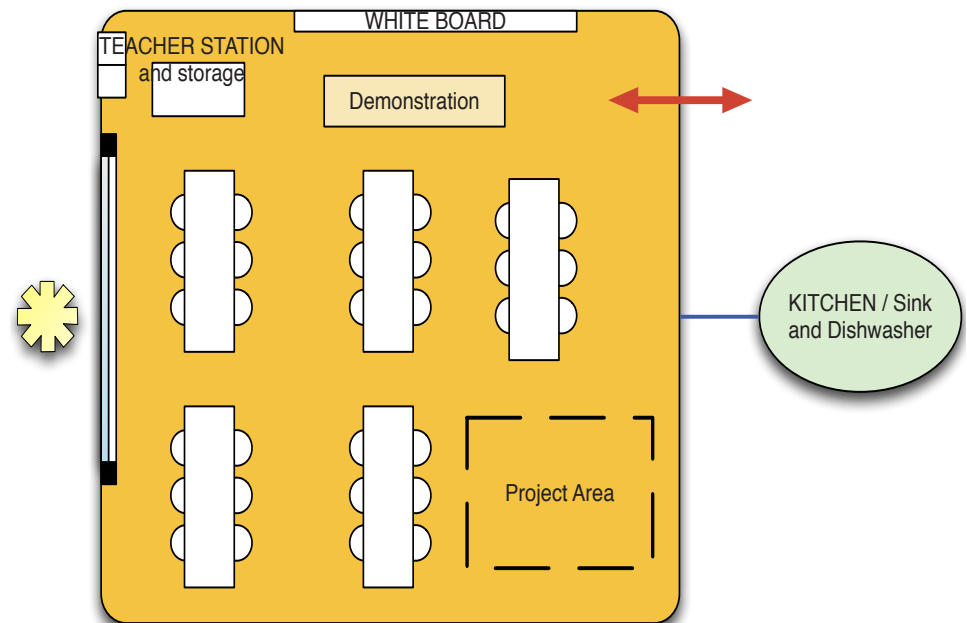


Exhibit 3-7
SMART Lab - Health

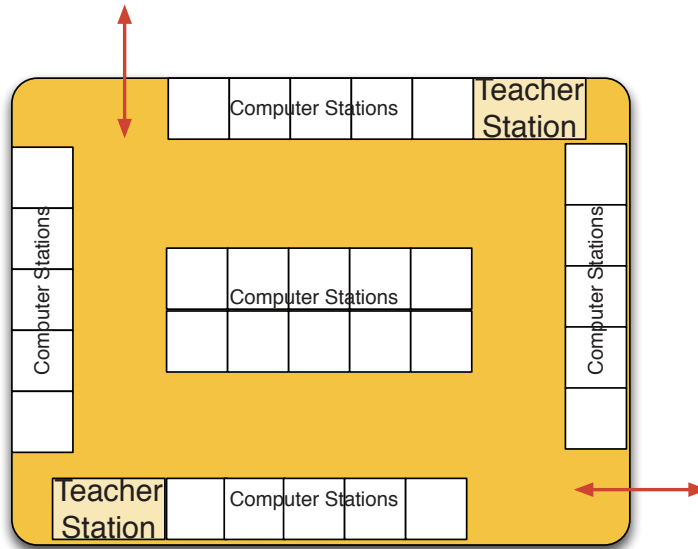


Category 2 - Specialized Classrooms

Computer Labs

Delivery of all core curriculum programs is in computer labs through an online, web-based curriculum. The school requires a minimum of three labs to seat up to 80 students.

Exhibit 3-8
Computer Lab

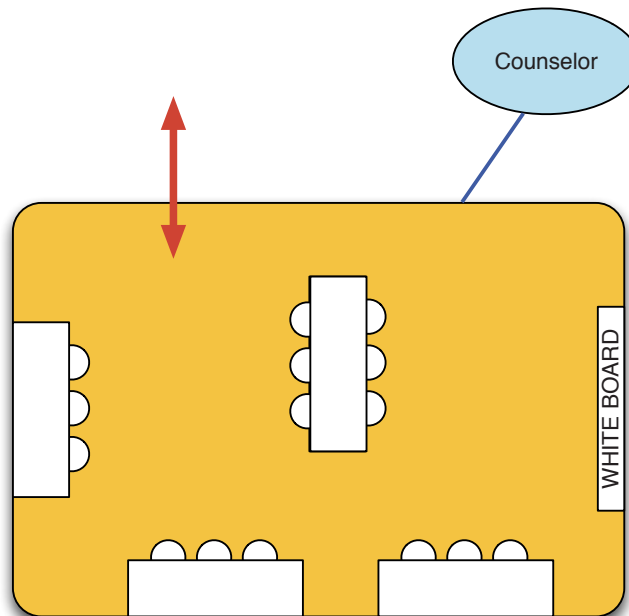


Category 2- Special Program Spaces

Intervention Classroom

This classroom supports SPED students and other one-on-one or group interventions as required by each student's AIP or IEP. The intervention lab is used throughout the school day as a pull-out space. Adjacency to the office of the counselor is preferred.

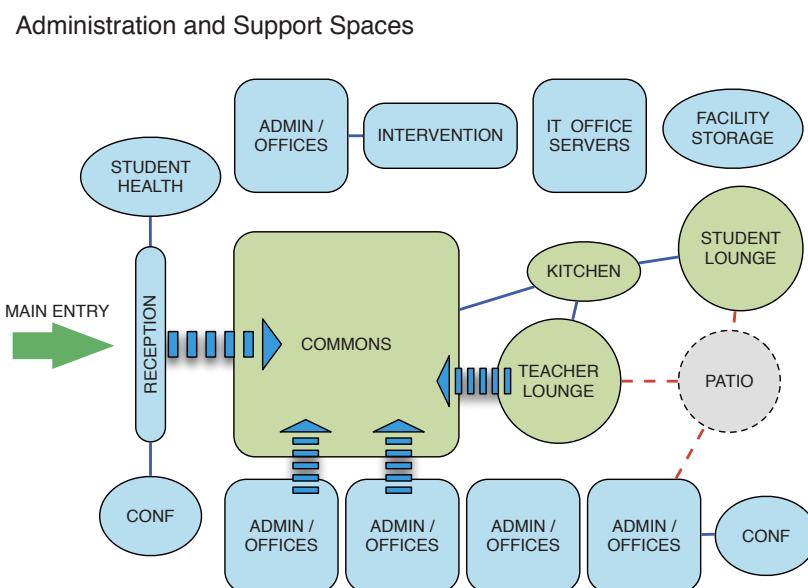
Exhibit 3-9
Intervention Lab



Category 3 - Administrative and Support Spaces

The administrative spaces require good visual access to the common area of the school for supervision and community-building. The public has one point of access to the school, and is directed to the reception area for security of the facility. The student health office, the IEP conference room and the commons area, which includes computer stations for parents, are adjacent or in close proximity to the main entrance. Offices are not required to be grouped together because the school is not large, and facility storage can be centralized.

Exhibit 3-10
Administration and Support Spaces



3.2.4 Alternative Methods

The current facility satisfies all space requirements of TGA's current and future programs and the school's site needs. The location of the current facility is centrally located and easily accessible to transportation corridors and to public transportation

3.2.5 Space Needs

The table below itemizes the space needs of the existing facility for each type of space projected through the five-year planning period for a total site design enrollment of 180 students. The table compares the existing facility to the adequacy standards and shows that in general, instructional spaces are mostly appropriately sized, and that the facility has administrative spaces and TARE above PSFA minimum recommendations. The school however, is smaller than the GSF for a standard combination school of the same enrollment.

Exhibit 3-11 Existing and Projected Space Needs

The Great Academy									
Space Needs - Design for 180 Students									
Existing Facility at 6001-A San Mateo NE		Ideal Facility				Current Facility			
Description	Number of Rooms	Loading - Students /CR	NSF /Student	NSF / CR		Existing Number of Rooms	Existing NSF	NSF Adequacy Above/Below	Comments
General Classrooms									
Health & Education	1	25	28	700		1	553	-147	
CR Storage			2	50					Storage provided in facility storage
Science & Engineering	1	25	28	700		1	614	-86	Not a Science Lab
CR Storage			2	50					Storage provided in facility storage
Business & Entrepreneurship	1	25	28	700		1	667	-33	
CR Storage			2	50					Storage provided in facility storage
GD, Audio & Visual Production	1	15	28	420		1	475	55	
CR Storage			2	30					Storage provided in facility storage
Subtotal General Classrooms	4	90				4	2309		
Specialized Classrooms									
Computer 1 -Technology- Aided Inst	1	27	15	405		1	476	71	Adequacy requires a minimum 900 NSF
Computer 2	1	27	15	405		1	458	53	Program needs an additional Computer Lab
Computer 3	1	26	15	390		1	815	425	
Intervention 1 -Half CR	1	10	28	280		1	405	125	
Storage	1			15		0			Storage provided in facility storage
Electives	0								PED requirements met
Subtotal Specialized Classrooms	5	90				4	2154		
Special Program Spaces - Spaces Shared with Intervention CRs									
SPED	1	8	28	224		0	405	181	Shared Spaces with Intervention
IEP Conference Room	1	10	25	250		1	383	133	
Ancillary	1	10	28	280		0	395	115	Shared Spaces with Intervention
Subtotal Special Program Spaces	3					1	383		
Instructional Support Spaces									
Dining	1	60	15	900		1	322	1245	345 Dining areas include three existing spaces:
Student Lounge	0					1	405		Dining, student lounge and commons
Commons	0					1	518		3 seatings = 180/3 = 60 seats
PE Space	0					0			PED requirements met
Library	0					0			PED requirements met
Subtotal Instructional Support Space	1					3	1245		
Administration and Support Areas									
Admin Suite	1	180	1.5 + 150	510				914	1424
Director's Office						1	418		
Office						1	154		
Office						1	161		
Office						1	122		
Office						1	123		
Reception						1	300		
Intervention 2 - Meeting Room	1	10	28	280		1	395	115	
Parent Workroom	1	150		150		0	0	-150	
Student Health	1	180	1	180		1	108	-72	
Counseling	1					1	146		
Faculty Workroom	1			150		1	108	-42	
Teachers' Lounge	1			150		1	403	253	
Facility Storage	1	180	1	180		2	433	253	
Subtotal Admin & Support Spaces	8					13	2871		
Total Required NSF							8962		
							6078	0.40	TARE of exisitng facility is 40%
GSF Required Facility							15,040		

3.2.6 Detailed Space and Room Requirements

TECHNOLOGY AND COMMUNICATIONS CRITERIA

Network

- Computer labs
 - » CAT 6 drop or port available for each computer, 27 stations minimum for each lab
 - » Wireless access point (WAP) ideally 18 inches from the ceiling on the away from the doorway with one 110 VAC power outlet
 - » Coaxial wiring to support cable broadcasts
- General classrooms, commons, offices, conference and lounges

- » Wireless network capacity to support 100 Mbps in each room
- » 1 CAT 6 hard-wire drops, 2 on each of 2 walls
- » Wireless access point (WAP) ideally 18 inches from the ceiling on the away from the doorway with one 110 VAC power outlet at classrooms, commons and conference

Devices

- Computers and network devices - classrooms
 - » Computer labs - one per student station
- General classrooms
 - » Tablet carts - one per student
 - » One smart Board per classroom
 - » One device per teacher and instructional staff
- Commons
 - » Up to 10 stations
- Projection capability
 - » Each classroom will have a media hub to channel all electronic interface devices to the LCD projector
 - » Each classroom will have a ceiling-mounted LCD projector and connect to a media hub
 - » Each classroom will be equipped with one A/V screen
- Workroom devices
 - » 1 of each shared devices, such as printers, copiers, scanners, etc.

Communications

- Voice - Instructional space, office, and support space will have a voice jack with connection for multiple phone lines
- Intercom - Each instructional space, including the commons and outdoor gathering areas, will have an intercom connection for emergencies and daily announcements

POWER CRITERIA

- Classrooms
 - » Minimum of 2 duplex outlets on every wall
 - » Outlet for a wall clock
 - » Center ceiling outlet for ceiling-mounted devices
 - » Surge protection
 - » Computer labs - provide outlets for 27 computer stations including outlets at center of room

LIGHTING CRITERIA

- Classroom lighting
 - » Each instructional space requires a light level of at least 50 foot candles, measured at a work surface located in the approximate center of the classroom between clean light fixtures
 - » All fixtures will have 2-level switching

ENVIRONMENTAL CONDITIONAL CRITERIA

- Classroom temperature
 - » Each instructional space 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 instructional space 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

CLASSROOM ACOUSTICS CRITERIA

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

PLUMBING CRITERIA

- Kitchen will provide three sinks for sanitary washing
- Drinking fountains shall be provided on each floor
- Janitorial space shall include a janitorial sink

FURNISHING / FINISHES / FIXTURES / EQUIPMENT CRITERIA

- Moveable furniture - classrooms
 - » Tables to accommodate up to 6 students with chairs and work surfaces are preferred. Chairs should be age-appropriate and stackable.

3.3 Implementation of Space Needs

3.3.1 Scenarios for Implementation

The current facility at 6001-A San Mateo NE, Albuquerque meets the needs of the school for delivery of the current and future programs. The preferred implementation scenario is for the current facility to be the permanent location for the school.

Implementation of projects depends on the school's ability to stay in the current facility. As most projects are the responsibility of the landlord, the projects will be part of ongoing discussions with the landlord. Implementation of the three school projects can be in the short term using existing school funding.

The only identified adequacy deficiency is a need for custodial sinks. The school has prioritized this need and will correct the deficiency per arrangement with the lessor by providing a custodial sink in part of the girls' restroom.

With the addition of the middle school program, the business SMART lab will no longer occupy two classrooms. The school will provide a dedicated computer lab in Room 17, and the SMART lab will occupy only Room 18.



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4 CAPITAL PLAN

4.1 Capital Funding

4.1.1 Historic and Current Funding

Exhibit 4-1
*Historic and Current PSCOC
Lease Assistance*

TGA receives funding from PSCOC for lease assistance, and operational funding from NMPED. The table below shows the historic funding from PSCOC for lease assistance.

Historic and Current PSCOC Lease Payments				
	2011 -2012	2012-2013	Total 3 Years	
Payment Allocation	\$ 88,002	\$ 107,802	\$ 124,312	\$ 320,116

4.1.2 Current Capital Expenses

TGA's primary capital expense is the lease for the facility and related lease obligations (for insurance, fees, etc.). The PSCOC lease assistance payments do not cover the full amount of the annual rent for the facility, \$191,471, and other lease obligations, \$48,201. Operational funds are required to cover the remaining amount.

4.1.3 Potential Future Sources of Revenue

The PSCOC lease assistance is based on the average of this year's 80- and 120-day enrollments, which is 171 MEM. Using the current reimbursement rate, the projected lease payment revenue for next year is \$126,531.

The GREAT academy is a state charter school, but located in the school district of Albuquerque Public Schools. State statutes allow for shared funding through HB33 and SB9 funding for charter schools.

The Public School Buildings Act (22-26-1 NMSA 1978), also known as HB33, requires that the local school board include in the resolution submitted to voters the capital improvements funding for state charter schools located within the school district if:

- (1) *the charter school timely provides the necessary information to the school district for inclusion on the resolution that identifies the capital improvements of the charter school for which the revenue proposed to be produced will be used; and*
- (2) *the capital improvements are included in the five-year facilities plan of the charter school.*

The amount of tax revenue to be distributed to each charter school that was included in the resolution is determined each year and shall be the same proportion as the average full-time-equivalent enrollment of the charter school to the total such enrollment in the district.

The next election for the Albuquerque Public School HB33 vote will be in 2016.

For planning purposes, the distribution expected from HB33 funding will be about \$700 per student per year. A conservative enrollment projection of about 250 students in all programs including the middle school, high school, homebound, and night school programs will yield an annual revenue from HB33 funds of about \$175,000.

Grant funding is available for charter schools through private foundations. The school raised funds successfully to start up the school in 2011. The school plans to find sponsors for computer labs to assist in maintaining technology for the virtual components of the school curriculum.

4.1.4 PSCOC Capital Outlay Funding

The New Mexico legislature provides capital funding for public schools through direct allocation or capital outlay from the PSCOC, for renewal or new construction projects. PSFA ranks each school facility compared to all other facilities in the state, and assigns a condition index value which describes physical and programmatic deficiencies. The ranking system is called the New Mexico Condition Index (NMCI). PSFA has not ranked the current school facility, and this FMP includes a FAD update for PSFA review, which will result in a NMCI score for the facility and a ranking.

Charter schools are eligible for funding after successful operation for six consecutive years (first year for planning in advance of opening, second through fifth years for operations, and sixth year for charter renewal).

Funding from the PSCOC follows a matching formula that varies by district. State-chartered schools follow the formula of their districts.

PSCOC satisfies facility funding needs statewide by meeting the greatest needs first. The PSCOC funds projects at the top of the ranked list of public school facilities needs in each funding cycle (according to the amount of funds available).

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

4.2 Capital Needs

4.2.1 Projects

The assessment by the ARC architectural evaluator identified facility needs, and from that list ARC created capital improvement projects (CIPs). The lease for the facility requires the owner to maintain the facility at no additional cost to the charter school or the state. Most CIPs identified during the evaluation are not the responsibility of the school. The CIP list below developed from the field evaluation identifies the party responsible for each project.

Exhibit 4-2
Capital Improvement Projects List

CIP List of Projects for The GREAT Academy						Party Responsible for Improvements
Project No.	Code	Project Name	MACC	Project Budget		
001.1	4.06.E03.2.	Pavement Improvements	\$21,866	\$27,880	■	Common Area Maintenance
001.2	4.05.D03.1.	Replace Skylight Shades	\$21,712	\$29,093	■	Lessor
001.3	4.06.D02.2.	Exterior Envelope Improvements	\$2,254	\$2,874	■	Lessor
001.4	4.06.E02.2.	Install Fence at Alleyway	\$893	\$1,139	■	The GREAT Academy
001.5	4.08.D04.1.	Roofing Replacement	\$13,641	\$17,392	■	Lessor
001.6	4.05.E05.1.	Drain Cleaning and Repair at Patios	\$3,000	\$4,020	■	Lessor
001.7	8.05.B03.1.	Restroom Upgrades - ADA	\$6,130	\$8,214	■	Lessor
001.8	3.04.A04.1.	Plumbing Upgrades - Janitorial Sinks	\$6,908	\$9,257	■	The GREAT Academy
001.9	4.05.D03.1.	Install Awnings at Exterior Patios	\$11,400	\$15,276	■	The GREAT Academy
001.10	8.05.B03.1.	ADA Accessibility	\$16,399	\$21,975	■	Lessor
001.11	3.06.E09.1.	Flashing School Zone Lights	\$25,009	\$31,886	■	City
001.12	3.04.A09.2.	Replace Exterior Stair	\$11,740	\$15,732	■	Lessor
001.13	4.05.A03.1.1.	HVAC Balancing	\$19,469	\$26,089	■	Lessor
Total of Project Budgets				\$210,826		

The Steering Committee prioritized the three projects which are the responsibility of the school and impact the school budget. The prioritized school CIPs are:

Exhibit 4-3
Capital Improvement Project Priorities

The Great Academy			
Capital Improvement Projects			
Priority	Project Number	Project Name	Project Budget
1	001.8	Plumbing Upgrades - Janitorial Sinks	\$ 9,257
2	001.4	Install Fence at Alleyway	\$ 1,139
3	001.9	Install Awnings at Exterior Patios	\$ 15,276
Total			\$ 25,672

Total Capital Needs

The primary capital needs for the school are the lease payments and the common area maintenance charges. The annual lease payment for 6001-A San Mateo NE, Albuquerque is \$191,471. The school is also responsible for property taxes; liability, fire and property insurance; and the Common Area Maintenance charges for the shopping center. The estimated annual payment for these additional costs is \$48,201.

Together, the capital needs for the facility lease obligations are about \$239,672.

The capital improvement projects for the current facility are estimated at about \$185,000 and about \$25,000 are capital projects to be included in the school's capital plan.

Estimate of Probable Costs

A primary goal of the school is to make permanent the arrangements for the school to occupy its current facility. The charter school will set up a nonprofit foundation and purchase the facility. The school will enter into a lease-to-purchase arrangement with the nonprofit. This arrangement will bring occupancy of the current facility into compliance with state statutes.

The existing lease has a purchase option price which is good for the five-year term which expires in 2016. The purchase price for the property is \$1,350,000. The estimated down payment is 20% of the purchase price, \$270,000. TGA can finance the balance of the purchase cost. For planning purposes, the annual payment on the financing will be about \$170,000. See Assumption 6 below.

Although the lease-purchase arrangement reduces the payments for the current rent, the school will assume responsibility for the capital needs of the facility. This plan assumes that the \$160,000 of capital need identified as the lessor's responsibility will be resolved during the purchase of the facility. The capital plan recommends that the school set aside the "savings" in a capital fund to meet future capital needs.

Cost Estimating Assumptions

1. Lease assistance at the current rate/MEM
2. Enrollment in 2015-16 to include the middle school, for an estimated 250 students enrolled in all programs
3. Voters will approve HB33 funding in February 2016 and payments will begin in 2016-17 at an estimated rate of \$700/MEM
4. Financing can be structured for a flat payment schedule or estimated for a reduced schedule, as shown.
5. The middle school will open with students in the 2015-2016 school year, and the enrollment on which lease assistance payments and HB33 funding is based will be about 250 students, minimum.
6. Financing payments are based on the following mortgage assumptions: the purchase price will be \$1,350,000, with a 20% down payment and a financed amount of \$1,080,000. The interest rate will be 7% for a 10-year term. These costs include an estimate for property taxes.

4.3 Implementation Strategy

4.3.1 Project Prioritization

The table below summarizes the capital needs and revenues discussed.

Exhibit 4-4
*Five-Year Capital Plan
Expenses and Anticipated
Revenue*

Five Year Capital Plan						
Expenses	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Total Capital Plan
Purchase Down Payment	\$ 270,000					\$ 270,000
CIPs	\$ 25,672					\$ 25,672
Lease payments	\$ 191,471	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 871,471
Other - Common Maintenance fees, insurance	\$ 48,201	\$ 48,201	\$ 48,201	\$ 48,201	\$ 48,201	\$ 241,005
Technology	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 150,000
Capital Fund			\$ 30,000	\$ 30,000	\$ 40,000	\$ 100,000
Expenses TOTALS	\$ 565,344	\$ 248,201	\$ 278,201	\$ 278,201	\$ 288,201	\$ 1,658,148
Revenues						
PSCOC Lease Assist.	\$ 126,531	\$ 185,000	\$ 185,000	\$ 185,000	\$ 185,000	\$ 866,531
HB-33			\$ 175,000	\$ 175,000	\$ 175,000	\$ 525,000
Fundraising	\$ 270,000					\$ 270,000
Revenues TOTALS	\$ 396,531	\$ 185,000	\$ 360,000	\$ 360,000	\$ 360,000	\$ 1,661,531
Cash Flow	\$ (168,813)	\$ (63,201)	\$ 81,799	\$ 81,799	\$ 71,799	\$ 3,383

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5 MASTER PLAN SUPPORT MATERIAL

This section provides details about the facility condition and other supporting documents, and includes the following information:

5.1 Sites and Facilities Data Table

See information provided in Section 5.4, Facility Inventory.

5.2 Site Plan

See attached.

5.3 Floor Plan

See attached.

5.4 Facility Inventory

See attached.

5.5 Photographs

See Section 5.6 Facility Evaluation.

5.6 Facility Evaluation

See attached.

5.7 FAD Update

See attached.

5.8 Detailed Space and Room Requirements

See Section 3.2.6

5.8.1 Criteria Sheets

5.9 Capital Improvement Plan (CIP)

See attached.

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Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 115.3 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 6001 San Mateo Blvd NE Zip 87109

Portion of Building Tenant Improvement Change of Occupancy Suite A

Use Classification COMMERCIAL PROJECT Bldg. Permit No. 201191383

Occupancy Group E Type of Construction VB Sprkld Land Use Zone C 3

Owner of Building HLW II LLC Address 1512 Wyoming NE Albuquerque, NM 87112

By: Katrina Spola

Date: August 11, 2011

Anthony L. Medley
Chief Building Official

POST IN A CONSPICUOUS PLACE

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



Jonathan Chamblin, Director

Martica Casias, Deputy Director

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

Jan 31, 2020
Jasper Matthews, Executive Director
6001-A San Mateo Blvd NE
Albuquerque, NM 87109

**RE: wNMCI for The GREAT Academy
VIA E-MAIL**

Mr. Matthews,

Per your request, the Public School Facilities Authority is providing you with the facility's current weighted New Mexico Condition Index (wNMCI), pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978. The wNMCI represents the facility condition related to systems and adequate space for your students.

This letter is to confirm that the facility satisfies the requirements to meet or exceed the wNMCI. The wNMCI score for this facility is 10.53%, which is better than the current statewide average wNMCI of 23.07%. (Lower is better, with zero being perfect.)

Please feel free to contact me if you have any questions or concerns regarding this correspondence. I can be reached at (505) 468-0299.

Respectfully,

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

Alyce Ramos, Research Analyst
Public School Facilities Authority

Cc; Martica Casias, Deputy Director



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 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.

The school must provide a copy of the facility lease agreement in APPENDIX D – Lease Agreement.

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

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix I – E-Occupancy certificate and Appendix J – New Mexico Condition Index letter from PSFA**, indicating that the school facility meets the requirements of 1978 NMSA §22-8B-4.2(C)

If the charter school is relocating or expanding to accommodate more students, the school must also provide assurances that the facilities are in compliance with the requirements of 1978 NMSA §22-8B-4.2, – Additional Facility Assurance.

School response:

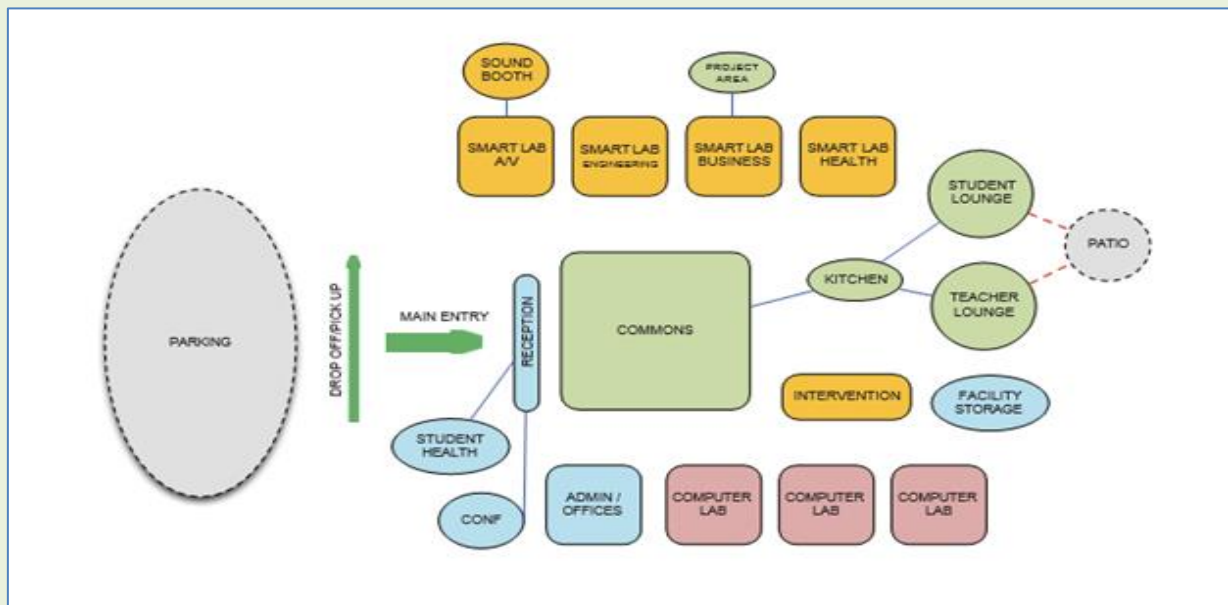


The GREAT Academy is located at 6001-A San Mateo Blvd NE in Albuquerque. Our facility is a two-story building at the end of a single-story strip mall development. It is an attractive steel and masonry structure with brick and stucco veneer featuring outdoor patios on both levels. Built about 1992, the building was formerly occupied by office and commercial uses, most recently as a training center for a high-tech computer company. The lease requires that the property comply with any and all federal, state and local building occupancy regulations and with applicable educational occupancy (E-occupancy) and state adequacy standards pertaining to the school's uses. The facility size is 15,040 GSF.

Following are a Location Street Map and Aerial Photo of The GREAT Academy facility.



The diagram below shows the overall space relationships on the site. The school prefers organization around a central area, which can support an informal gathering of the school and strengthens the community. The middle school and high school students switch occupancy of the computer labs and the SMART labs from the morning to the afternoon, so the school does not need to organize around the two school programs.



For reference, the following appendices are attached:

- Appendix G – Lease Agreement
- Appendix H – Facility Master Plan and Approval Letter
- Appendix I – E Occupancy Certificate
- Appendix J – NMCI Letter from PSFA