



STATE OF NEW MEXICO
Public School Facilities Authority
2019 Galisteo, Suite B-1
Santa Fe, New Mexico 87505
www.nmpsfa.org

Robert A. Gorrell
Executive Director

Telephone: (505) 988-5989
Fax: (505) 988-5933

August 13, 2012

Mr. Craig Cook
New Americas Charter School – Las Cruces
207 South Main Street
Las Cruces, New Mexico 88001

RE: Proposed facility located at 207 South Main Street, Las Cruces, New Mexico 88001

VIA E-MAIL

Greetings Mr. Cook:

The Public School Facilities Authority (PSFA) is pleased to advise you that the proposed facility for the New Americas Las Cruces Charter School has received a weighted New Mexico Condition Index (wNMCI) score of 1.81%, which is better than the average score of 22.24% for all school facilities in New Mexico. This facility is classified as an 'E' Educational Occupancy in accordance with the building codes currently adopted by the State of New Mexico.

This information is being provided to you and to the Public Education Department in accordance with 22-8B-4.2 NMSA 1978

If you have any questions about the information provided in this letter, please do not hesitate to contact me. I can be reached at (505) 843-6272 ext. 1002.

With highest regards,

A handwritten signature in black ink, appearing to read "Richard A. Romero".

Richard A. Romero, Facilities Specialist
Public School Facilities Authority

Attachment: Certificate of Occupancy dated August 9, 2012

CC: Kelly Callahan, Public Education Department – Charter School Division
Martica Casias, PSFA Planning & Design Manager



CERTIFICATE OF OCCUPANCY

August 10, 2012

This Certificate of Occupancy authorizes the use and occupancy of the building or structure located at **207 S. MAIN ST PHASE 1**. The structure has been inspected for compliance with the requirements for the occupancy group and building type listed below as specified by the 2006 International Building/Residential Code, as applicable and City of Las Cruces Zoning Ordinance in effect. I hereby approve and issue this Certificate of Occupancy with the following exceptions:

NOTICE:

1. No change is to be made in any building or on any premises which is inconsistent with this Certificate of Occupancy.
 2. Additions or structural alterations to non-conforming buildings are prohibited.
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Building Permit No: 20121541

Use and Occupancy: E

Permit Applicant:

WESTERN BUILDING AND DEVELOPMENT LLC
PO BOX 190
LAS CRUCES, NM 88004

Design Occupant Load: 578

Contractor's License No: 355553

Type of Construction: V-B

Automatic Fire Sprinklers: YES

Final Inspection Date: 8/9/12

Building Inspector: Manuel Ramirez
MANUEL RAMIREZ, CBI

Building Official: Robert Kyle
ROBERT KYLE, AICP, CBO

Prepared By: Sara Gonzales
SARA GONZALES, PERMIT TECH



2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
06-07-24	Deming	Deming HS	180,000	92.48%
08-09-29	Clovis	James Bickley ES	39,383	75.53%
10-11-07	Gallup McKinley	Washington ES	43,512	74.84%
10-11-16	Gallup McKinley	Church Rock Academy ES	38,202	63.49%
10-11-23	Gallup McKinley	Jefferson ES	39,299	58.10%
10-11-32	Alamogordo	Yucca ES	55,212	56.05%
11-12-10	Socorro	San Antonio ES	14,875	81.45%
11-12-22	Belen	Family Alternative School	4,450	70.26%
11-12-30	Bernalillo	Bernalillo HS	234,905	66.34%
11-12-34	Espanola	E. T. S Fairview ES	50,492	64.11%
11-12-52	Albuquerque	Douglas MacArthur ES	44,441	57.77%
11-12-59	Albuquerque	McKinley MS	100,710	56.01%
11-12-60	Espanola	Velarde ES	25,206	55.94%
12-13-01	NMSD Santa Fe Campus	Site	262,052	134.00%
12-13-06	NMSBVI Alamogordo Campus	Site	180,521	76.58%
12-13-07	NMSBVI Alamogordo Campus	Health Services (1933) - New Library	180,521	76.58%
12-13-09	Capitan	Capitan HS	78,298	74.61%
12-13-16	Capitan	Capitan ES	38,844	61.32%
12-13-33	Espanola	Los Ninos Kindergarten	23,388	55.76%
12-13-37	Gadsden	Desert View ES	52,854	43.42%
12-13-41	Zuni	Dowa Yalanne ES	63,189	33.31%
12-13-46	Zuni	A:Shiwi ES	57,489	42.82%
12-13-47	Bernalillo	Santo Domingo ES/MS	78,213	44.88%
12-13-52	Central Consolidated	Naschitti ES	33,665	42.92%
12-13-61	Farmington	Farmington HS	255,413	40.66%
12-13-99	West Las Vegas	West Las Vegas MS	71,886	35.03%
13-14-03	Deming	Deming Intermediate School	80,043	84.78%
13-14-08	NMSBVI Alamogordo Campus	Quimby Gymnasium (1952)	14,378	77.11%
13-14-10	Lordsburg	Lordsburg HS	89,920	71.33%
13-14-12	Central Consolidated	Grace B Wilson ES	53,816	67.53%
13-14-20	Mesa Vista	Ojo Caliente ES	22,278	60.45%
13-14-21	Reserve	Reserve Combined School	90,992	59.02%
13-14-24	Grants Cibola	Las Alamos MS	74,458	57.40%
13-14-30	Roswell	Parkview Early Literacy	27,796	53.41%
13-14-34	Central Consolidated	Ruth N Bond ES	73,620	50.87%
13-14-36	Albuquerque	Marie M Hughes ES	69,922	50.63%
13-14-41	Hobbs	Broadmoor ES	31,682	48.41%
13-14-41	Hobbs	New Elementary School (2015)		48.41%
13-14-41	Hobbs	Jenkins-Nunan Center Early Childhood		48.41%
13-14-45	Central Consolidated	Newcomb HS	102,089	46.27%
13-14-47	Silver - State Chartered	Aldo Leopold Charter School	18,816	46.09%
13-14-49	Albuquerque	Arroyo Del Oso ES	50,760	45.34%

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
13-14-54	Gallup McKinley	Ramah ES	29,354	44.13%
13-14-61	Farmington	Northeast ES	46,365	41.92%
13-14-75	NMSBVI Alamogordo Campus	Sacramento Dormitory (1968)	16,053	38.58%
13-14-76	Albuquerque	Collet Park ES	42,459	38.53%
13-14-77	Belen	Rio Grande ES	44,163	38.40%
13-14-78	Gadsden	Chaparral ES	81,755	38.23%
13-14-78	Gadsden	New Elementary School (2015)		38.23%
13-14-86	Albuquerque	Atrisco ES	65,406	37.16%
13-14-91	NMSBVI Alamogordo Campus	Recreation/Ditzler Auditorium	19,026	36.68%
13-14-99	Farmington	Hermosa MS	93,788	34.59%
Schools with "XX-XX-XX" rankings are projects that received partial funding through a previous standards-based award. The rank is formatted by award year followed by the rank from that award cycle. These projects may be eligible for additional phase funding upon submission of an application in current or future award cycles.				
445	Alamogordo	Academy Del Sol Alternative HS	21,177	13.81%
307	Alamogordo	Alamogordo HS	329,975	21.16%
227	Alamogordo	Buena Vista ES	35,606	24.48%
135	Alamogordo	Chaparral MS	117,335	28.37%
192	Alamogordo	Heights ES	38,436	25.56%
9	Alamogordo	High Rolls Mountain Park ES	12,354	64.65%
168	Alamogordo	Holloman Intermediate	38,857	26.60%
353	Alamogordo	Holloman MS	53,714	18.75%
97	Alamogordo	Holloman Primary	62,859	32.33%
237	Alamogordo	La Luz ES	47,087	24.22%
521	Alamogordo	Mountain View MS	92,934	9.68%
724	Alamogordo	New Elementary School (2014)	55,555	0.00%
173	Alamogordo	North Elem ES	58,594	26.49%
31	Alamogordo	Oregon ES	35,727	47.77%
134	Alamogordo	Sacramento ES	52,385	28.63%
450	Alamogordo	Sierra ES	43,307	13.34%
190	Albuquerque	A. Montoya ES	55,472	25.63%
374	Albuquerque	Acoma ES	49,932	17.45%
551	Albuquerque	Adobe Acres ES	80,741	7.83%
334	Albuquerque	Alameda ES	46,089	19.53%
61	Albuquerque	Alamosa ES	76,255	40.35%
418	Albuquerque	Albuquerque HS	289,173	15.02%
251	Albuquerque	Alvarado ES	53,887	23.74%
96	Albuquerque	Apache ES	60,071	32.53%
122	Albuquerque	Armijo ES	59,513	29.45%
699	Albuquerque	Atrisco Heritage Academy HS	511,626	0.67%
243	Albuquerque	Bandelier ES	85,070	24.14%
268	Albuquerque	Barcelona ES	59,593	22.90%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
292	Albuquerque	Bel-Air Elem ES	75,966	21.86%
25	Albuquerque	Bellehaven ES	51,904	51.41%
350	Albuquerque	Carlos Rey ES	94,789	18.79%
83	Albuquerque	Chamiza ES	70,179	34.13%
738	Albuquerque	Chaparral ES	89,125	0.00%
436	Albuquerque	Chelwood ES	126,308	14.22%
452	Albuquerque	Cibola HS	361,631	13.18%
206	Albuquerque	Cleveland MS	113,030	25.14%
315	Albuquerque	Cochiti ES	52,276	20.56%
176	Albuquerque	Comanche ES	49,356	26.31%
626	Albuquerque	Coronado ES	45,621	3.81%
341	Albuquerque	Corrales ES	58,932	19.24%
332	Albuquerque	Del Norte HS	299,642	19.58%
283	Albuquerque	Dennis Chavez ES	83,129	22.19%
503	Albuquerque	Desert Ridge MS	169,297	10.60%
687	Albuquerque	Desert Willow Family Alternative School	39,629	1.10%
196	Albuquerque	Dolores Gonzales ES	46,492	25.47%
169	Albuquerque	Double Eagle ES	78,458	26.56%
58	Albuquerque	Duranes ES	54,919	40.54%
582	Albuquerque	Early College Academy Alternative School	3,808	6.21%
467	Albuquerque	East San Jose ES	97,052	12.31%
706	Albuquerque	eCADEMY	36,128	0.13%
75	Albuquerque	Edmund G. Ross ES	65,349	35.00%
630	Albuquerque	Edward Gonzales ES	167,997	3.61%
289	Albuquerque	Eisenhower MS	136,131	21.96%
226	Albuquerque	Eldorado HS	381,206	24.49%
244	Albuquerque	Emerson ES	94,678	24.13%
159	Albuquerque	Ernie Pyle MS	122,554	27.01%
51	Albuquerque	Eubank ES	64,462	42.70%
108	Albuquerque	Eugene Field ES	56,860	30.90%
501	Albuquerque	Freedom HS	43,667	10.67%
167	Albuquerque	Garfield MS	100,688	26.60%
636	Albuquerque	Georgia O'Keefe ES	49,893	3.32%
144	Albuquerque	Governor Bent ES	64,036	27.53%
263	Albuquerque	Grant MS	127,267	23.14%
178	Albuquerque	Griegos ES	45,514	26.22%
254	Albuquerque	Harrison MS	123,861	23.60%
313	Albuquerque	Hawthorne ES	63,069	20.80%
410	Albuquerque	Hayes MS	108,635	15.22%
690	Albuquerque	Helen Cordero Primary	85,000	0.95%
179	Albuquerque	Highland HS	352,245	26.17%
404	Albuquerque	Hodgin ES	78,399	15.74%

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Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
368	Albuquerque	Hoover MS	115,323	17.67%
14	Albuquerque	Hubert Humphrey ES	59,698	61.46%
16	Albuquerque	Inez ES	60,078	57.12%
118	Albuquerque	Jackson MS	88,993	30.04%
558	Albuquerque	James Monroe MS	182,241	7.50%
158	Albuquerque	Jefferson MS	125,678	27.05%
425	Albuquerque	Jimmy Carter MS	149,859	14.60%
256	Albuquerque	John Adams MS	124,329	23.44%
337	Albuquerque	John Baker ES	81,455	19.45%
183	Albuquerque	Kennedy MS	99,715	25.96%
91	Albuquerque	Kirtland ES	53,298	33.03%
110	Albuquerque	Kit Carson ES	76,144	30.82%
139	Albuquerque	La Cueva HS	387,921	27.87%
181	Albuquerque	La Luz ES	58,329	26.12%
154	Albuquerque	La Mesa ES	85,779	27.17%
102	Albuquerque	Laland ES	61,091	31.35%
552	Albuquerque	Lew Wallace ES	44,862	7.83%
543	Albuquerque	Longfellow ES	50,612	8.37%
76	Albuquerque	Los Padillas ES	51,035	34.93%
573	Albuquerque	Los Ranchos ES	49,393	6.45%
377	Albuquerque	Lowell ES	59,010	17.38%
451	Albuquerque	Lyndon B. Johnson MS	154,635	13.23%
220	Albuquerque	Madison MS	129,662	24.69%
222	Albuquerque	Manzano HS	343,317	24.63%
540	Albuquerque	Manzano Mesa ES	77,767	8.54%
258	Albuquerque	Mark Twain ES	33,013	23.39%
588	Albuquerque	Mary Ann Binford ES	89,435	5.97%
259	Albuquerque	Matheson Park ES	55,096	23.38%
124	Albuquerque	McCollum ES	56,441	29.39%
146	Albuquerque	Mission Avenue ES	59,224	27.50%
319	Albuquerque	Mitchell ES	61,082	20.22%
8	Albuquerque	Monte Vista ES	62,325	66.43%
128	Albuquerque	Montezuma ES	62,974	29.00%
49	Albuquerque	Mountain View ES	52,183	43.36%
464	Albuquerque	Navajo ES	82,834	12.48%
559	Albuquerque	New Futures Alternative High School	44,721	7.44%
705	Albuquerque	nex+Gen Academy HS	46,894	0.28%
575	Albuquerque	North Star ES	74,810	6.42%
295	Albuquerque	Ocate ES	66,131	21.66%
538	Albuquerque	Osuna ES	98,398	8.71%
53	Albuquerque	Painted Sky ES	98,646	41.59%
74	Albuquerque	Pajarito ES	80,193	35.29%

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Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
385	Albuquerque	Petroglyph ES	79,801	17.00%
245	Albuquerque	Polk MS	107,293	23.91%
153	Albuquerque	Reginald Chavez ES	46,926	27.17%
282	Albuquerque	Rio Grande HS	294,689	22.27%
155	Albuquerque	Roosevelt MS	121,362	27.16%
534	Albuquerque	Rudolfo Anaya ES	83,609	8.99%
299	Albuquerque	S. Y. Jackson ES	56,004	21.59%
363	Albuquerque	San Antonito ES	53,719	18.13%
360	Albuquerque	Sandia Base ES	51,962	18.25%
739	Albuquerque	Sandia HS	331,463	0.00%
141	Albuquerque	School on Wheels Alternative School	20,290	27.70%
396	Albuquerque	Seven Bar ES	88,728	16.33%
59	Albuquerque	Sierra Vista ES	82,936	40.46%
443	Albuquerque	Sombra del Monte ES	68,183	13.87%
662	Albuquerque	Sunset View ES	85,654	2.25%
500	Albuquerque	Susie R. Marmon ES	93,874	10.68%
213	Albuquerque	Taft MS	146,304	24.91%
28	Albuquerque	Taylor MS	108,601	49.71%
607	Albuquerque	Tierra Antigua ES	85,693	4.83%
459	Albuquerque	Tomasita ES	66,511	12.82%
661	Albuquerque	Tony Hillerman MS	150,740	2.28%
113	Albuquerque	Truman MS	190,905	30.62%
7	Albuquerque	Valle Vista ES	63,157	69.31%
414	Albuquerque	Valley HS	288,799	15.07%
271	Albuquerque	Van Buren MS	84,128	22.69%
373	Albuquerque	Ventana ES	88,215	17.46%
577	Albuquerque	Vision Quest Alternative Middle School	2,000	6.39%
308	Albuquerque	Volcano Vista HS NW	454,940	21.14%
140	Albuquerque	Washington MS	99,198	27.71%
619	Albuquerque	West Mesa HS	355,994	4.26%
95	Albuquerque	Wherry ES	85,778	32.54%
203	Albuquerque	Whittier ES	69,030	25.28%
106	Albuquerque	Wilson MS	94,841	31.00%
81	Albuquerque	Zia ES	69,068	34.54%
24	Albuquerque	Zuni ES	62,281	51.72%
261	Albuquerque-Charter	Academia de Lengua y Cultura Charter School	15,972	23.25%
692	Albuquerque-Charter	Albuquerque Talent Development Secondary	13,572	0.79%
433	Albuquerque-Charter	Alice King Community Charter School	11,016	14.27%
585	Albuquerque-Charter	Bataan Military Academy Charter School	8,800	6.09%
536	Albuquerque-Charter	Christine Duncan Community Charter School	13,332	8.92%
342	Albuquerque-Charter	Corrales International School Charter School	16,143	19.14%
434	Albuquerque-Charter	Digital Arts and Technology Academy Charter School	50,436	14.22%

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
359	Albuquerque-Charter	El Camino Real Academy Charter School	61,380	18.32%
629	Albuquerque-Charter	Gordon Bernell Charter School	22,187	3.72%
483	Albuquerque-Charter	La Academia de Esperanza Charter School	22,400	11.60%
553	Albuquerque-Charter	Los Puentes Charter School	19,381	7.72%
130	Albuquerque-Charter	Montessori of the Rio Grande Charter School	21,014	28.84%
539	Albuquerque-Charter	Mountain Mahogany Community Charter School	13,926	8.69%
545	Albuquerque-Charter	Native American Community Academy	34,552	8.17%
177	Albuquerque-Charter	Nuestros Valores Charter School	11,719	26.28%
346	Albuquerque-Charter	Public Academy for Performing Arts Charter School	29,568	18.97%
721	Albuquerque-Charter	Robert F. Kennedy Charter High School	24,743	0.00%
487	Albuquerque-Charter	SIA Tech Charter School	11,564	11.22%
393	Albuquerque-Charter	South Valley Academy Charter School	37,888	16.37%
233	Albuquerque-Charter	Twenty-First Century Public Academy Charter School	20,120	24.33%
522	ABQ-State Chartered	Academy of Trades and Technology Charter School	25,629	9.59%
671	ABQ-State Chartered	Albuquerque Institute for Math and Science	23,525	1.86%
375	ABQ-State Chartered	Amy Biehl Charter High School	41,900	17.40%
556	ABQ-State Chartered	Cesar Chavez Community Charter School	26,000	7.64%
162	ABQ-State Chartered	Cien Aguas International Charter School	15,608	26.98%
253	ABQ-State Chartered	Cottonwood Classical Preparatory Charter School	13,836	23.64%
533	ABQ-State Chartered	Creative Education Preparatory Institute	13,330	9.06%
581	ABQ-State Chartered	East Mountain Charter High School	43,752	6.23%
601	ABQ-State Chartered	Gilbert L Sena Charter High School	16,016	5.09%
642	ABQ-State Chartered	Horizon Academy West Charter School	35,075	3.10%
676	ABQ-State Chartered	International School at Mesa del Sol Charter School	5,376	1.53%
486	ABQ-State Chartered	La Promesa Early Learning Charter School	60,426	11.28%
655	ABQ-State Chartered	La Resolana Leadership Academy Charter School	10,514	2.50%
480	ABQ-State Chartered	Media Arts Collaborative Charter School	16,192	11.69%
635	ABQ-State Chartered	Montessori Elementary Charter School	29,997	3.33%
667	ABQ-State Chartered	New America Charter School - Albuquerque	10,096	2.03%
623	ABQ-State Chartered	North Valley Academy Charter School	36,150	4.09%
549	ABQ-State Chartered	Ralph J. Bunche Academy Charter School	11,022	7.99%
625	ABQ-State Chartered	Southwest Intermediate Learning Center	15,120	3.83%
592	ABQ-State Chartered	Southwest Primary Learning Center	14,160	5.81%
608	ABQ-State Chartered	Southwest Secondary Learning Center	14,160	4.81%
386	ABQ-State Chartered	The Learning Community Charter School	25,287	16.88%
43	Animas	Animas ES	24,376	44.88%
40	Animas	Animas MS/HS	82,237	45.35%
273	Artesia	Artesia HS	309,152	22.58%
194	Artesia	Central ES	19,892	25.53%
383	Artesia	Grand Heights Early Childhood	36,800	17.09%
191	Artesia	Hermosa ES	46,120	25.57%
287	Artesia	Park Junior HS	122,020	22.09%

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145	Artesia	Penasco ES	5,858	27.52%
121	Artesia	Roselawn ES	40,972	29.59%
323	Artesia	Yeso ES	54,646	20.01%
218	Artesia	Yucca ES	33,839	24.74%
79	Artesia	Zia Intermediate	111,518	34.75%
453	Aztec	Aztec HS	228,389	13.16%
531	Aztec	C.V. Koogler MS	131,750	9.17%
301	Aztec	Lydia Rippey ES	65,843	21.41%
358	Aztec	McCoy Avenue ES	68,199	18.34%
348	Aztec	Park Avenue ES	70,531	18.93%
624	Aztec	Vista Nueva Alternative HS	15,010	3.94%
615	Aztec-Charter	Mosiac Academy Charter School	9,024	4.54%
265	Belen	Belen HS	245,154	23.00%
379	Belen	Belen MS	147,981	17.36%
665	Belen	Central ES	32,800	2.05%
231	Belen	Dennis Chavez ES	54,927	24.35%
408	Belen	Gil Sanchez ES	48,054	15.46%
693	Belen	Infinity Alternative HS	25,076	0.79%
111	Belen	Jaramillo ES	51,691	30.70%
395	Belen	La Merced ES	52,903	16.34%
560	Belen	La Promesa ES	58,119	7.42%
403	Bernalillo	Algodones ES	26,885	15.77%
659	Bernalillo	Bernalillo ES	65,479	2.34%
447	Bernalillo	Bernalillo MS	106,109	13.68%
421	Bernalillo	Carroll ES	65,479	14.93%
438	Bernalillo	Cochiti ES/MS	55,168	14.08%
598	Bernalillo	Placitas ES	38,862	5.29%
497	Bloomfield	Blanco ES	45,885	10.72%
618	Bloomfield	Bloomfield Early Childhood Center	57,772	4.30%
488	Bloomfield	Bloomfield HS	274,934	11.18%
164	Bloomfield	Central Primary School	90,897	26.92%
493	Bloomfield	Charlie Y. Brown HS	20,631	10.82%
175	Bloomfield	Mesa Alta Junior HS	117,090	26.31%
324	Bloomfield	Naaba Ani ES	84,121	19.93%
318	Capitan	Capitan MS	15,359	20.32%
68	Carlsbad	Alta Vista MS	121,861	37.19%
257	Carlsbad	Carlsbad HS	371,698	23.43%
148	Carlsbad	Craft ES	36,770	27.39%
431	Carlsbad	Dr. E.M. Smith Pre-school	17,417	14.29%
142	Carlsbad	Early Childhood Education Center	52,126	27.60%
202	Carlsbad	Hillcrest ES	38,920	25.29%
33	Carlsbad	Joe Stanley Smith ES	36,879	47.61%

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Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
197	Carlsbad	Monterrey ES	40,550	25.42%
297	Carlsbad	P.R. Leyva MS	167,325	21.62%
32	Carlsbad	Pate ES	32,969	47.71%
123	Carlsbad	Puckett ES	25,969	29.40%
45	Carlsbad	Riverside ES	35,302	44.70%
30	Carlsbad	Sunset ES	45,031	49.15%
461	Carlsbad-Charter	Jefferson Montessori Academy Charter	22,955	12.68%
34	Carrizozo	Carrizozo Combined School	96,098	47.02%
675	Central Consolidated	Central Career Prep	31,364	1.55%
548	Central Consolidated	Eva B. Stokely ES	81,325	8.11%
103	Central Consolidated	Kirtland Central HS	208,300	31.12%
117	Central Consolidated	Kirtland ES	89,029	30.15%
648	Central Consolidated	Kirtland MS	140,492	2.80%
528	Central Consolidated	Mesa ES	66,445	9.31%
56	Central Consolidated	Newcomb ES	69,657	41.13%
542	Central Consolidated	Newcomb MS	53,472	8.37%
527	Central Consolidated	Nizhoni ES	65,177	9.31%
569	Central Consolidated	Ojo Amarillo ES	79,565	6.64%
131	Central Consolidated	Shiprock HS	217,812	28.81%
66	Central Consolidated	Tse'bit'ai MS	103,204	37.74%
230	Chama Valley	Chama ES/ MS	46,736	24.45%
673	Chama Valley	Escalante MS/HS	82,494	1.59%
554	Chama Valley	Tierra Amarilla ES	27,384	7.67%
484	Cimarron	Cimarron ES/MS	59,818	11.48%
205	Cimarron	Cimarron HS	54,607	25.16%
505	Cimarron	Eagle Nest ES/MS	58,035	10.53%
367	Cimarron-Charter	Moreno Valley Charter High School	17,314	17.84%
89	Clayton	Alvis ES	33,406	33.34%
29	Clayton	Clayton HS	95,399	49.25%
252	Clayton	Clayton Junior HS	34,800	23.66%
512	Clayton	Kiser ES	13,527	10.09%
322	Cloudcroft	Cloudcroft ES/MS	60,554	20.07%
524	Cloudcroft	Cloudcroft HS	79,009	9.52%
331	Clovis	Barry ES	48,106	19.58%
714	Clovis	Bella Vista ES	44,396	0.00%
26	Clovis	Cameo ES	49,919	50.88%
246	Clovis	Clovis Freshman Academy	99,396	23.87%
321	Clovis	Clovis HS	364,100	20.08%
22	Clovis	Highland ES	48,361	52.85%
616	Clovis	La Casita ES	47,837	4.52%
712	Clovis	Lockwood ES	47,384	0.00%
574	Clovis	Marshall Junior HS	161,322	6.45%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
78	Clovis	Mesa ES	58,164	34.82%
23	Clovis	Parkview ES	48,642	52.00%
119	Clovis	Ranchvale ES	49,321	30.00%
276	Clovis	Sandia ES	46,911	22.45%
726	Clovis	W.D. Gattis MS	131,835	0.00%
73	Clovis	Yucca Junior HS	126,769	35.34%
109	Clovis	Zia ES	62,218	30.85%
732	Cobre	Bayard ES	55,240	0.00%
278	Cobre	Central ES	78,764	22.42%
93	Cobre	Cobre HS	151,807	33.00%
647	Cobre	Hurley ES	37,104	2.88%
214	Cobre	San Lorenzo ES	20,000	24.81%
645	Cobre	Snell MS	92,859	2.92%
362	Corona	Corona Combined School	62,099	18.13%
565	Cuba	Cuba ES	40,653	7.07%
654	Cuba	Cuba HS	114,572	2.52%
422	Cuba	Cuba MS	47,381	14.85%
614	Deming	Bataan ES	65,927	4.54%
272	Deming	Bell ES	33,884	22.64%
269	Deming	Chaparral ES	53,940	22.85%
535	Deming	Columbus ES	75,322	8.93%
344	Deming	Memorial ES	42,037	19.06%
429	Deming	My Little School	10,642	14.46%
204	Deming	Red Mountain MS	122,947	25.19%
595	Deming	Ruben S. Torres ES	68,976	5.36%
439	Deming-Charter	Deming Cesar Chavez Charter High School	23,559	14.08%
475	Des Moines	Des Moines Combined School	76,455	11.97%
101	Dexter	Dexter ES	80,092	31.72%
605	Dexter	Dexter HS	121,534	4.93%
240	Dexter	Dexter MS	42,462	24.17%
329	Dora	Dora Combined	103,542	19.77%
628	Dulce	Dulce ES	68,764	3.79%
372	Dulce	Dulce HS	222,142	17.53%
472	Dulce	Dulce MS	77,188	12.20%
328	Elida	Elida ES	14,387	19.85%
389	Elida	Elida MS/HS	52,220	16.56%
19	Espanola	Abiquiu ES	24,561	55.69%
463	Espanola	Carlos F Vigil MS	124,674	12.49%
120	Espanola	Chimayo ES	36,047	29.77%
369	Espanola	Dixon ES	18,707	17.66%
57	Espanola	Espanola Valley HS	178,046	40.55%
94	Espanola	Hernandez ES	37,057	32.91%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
473	Espanola	James Rodriguez ES	61,269	12.13%
309	Espanola	Mountain View ES	20,601	21.13%
590	Espanola	New Alcalde ES	24,711	5.96%
544	Espanola	San Juan ES	49,748	8.34%
639	Espanola	Tony E Quintana ES	38,552	3.24%
4	Espanola-Charter	Carinos Charter School	55,924	80.25%
165	Estancia	Estancia Combined ES	81,283	26.91%
380	Estancia	Estancia HS	117,501	17.28%
737	Estancia	Estancia MS	34,323	0.00%
370	Estancia	Estancia Valley Learning Center	3,840	17.66%
20	Eunice	Caton MS	74,332	53.58%
47	Eunice	Eunice HS	118,995	44.27%
688	Eunice	NEW Mettie Jordan ES	81,865	0.98%
320	Farmington	Animas ES	57,462	20.18%
247	Farmington	Apache ES	59,865	23.83%
207	Farmington	Bluffview ES	62,914	25.06%
352	Farmington	Country Club ES	63,644	18.76%
446	Farmington	Esperanza ES	74,804	13.71%
664	Farmington	Heights MS	83,956	2.06%
71	Farmington	Ladera Del Norte ES	58,317	36.93%
77	Farmington	McCormick ES	56,546	34.89%
530	Farmington	McKinley ES	71,170	9.20%
156	Farmington	Mesa Verde ES	50,571	27.13%
225	Farmington	Mesa View MS	100,987	24.52%
232	Farmington	Piedra Vista HS	245,698	24.35%
494	Farmington	Rocinante HS	26,003	10.82%
707	Farmington	Tibbetts MS	98,561	0.04%
63	Floyd	Floyd Combined School	94,941	38.64%
587	Fort Sumner	Fort Sumner Combined	124,702	6.00%
420	Gadsden	Anthony ES	110,137	14.96%
509	Gadsden	Berino ES	87,167	10.31%
564	Gadsden	Chaparral HS	221,997	7.07%
217	Gadsden	Chaparral MS	93,937	24.75%
201	Gadsden	Desert Trail Intermediate	68,474	25.29%
470	Gadsden	Gadsden ES	62,565	12.23%
729	Gadsden	Gadsden HS	279,060	0.00%
510	Gadsden	Gadsden MS	166,310	10.31%
185	Gadsden	La Union ES	58,910	25.87%
296	Gadsden	Loma Linda ES	56,660	21.65%
180	Gadsden	Mesquite ES	74,760	26.16%
637	Gadsden	North Valley ES	61,565	3.31%
223	Gadsden	Riverside ES	66,148	24.58%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
568	Gadsden	Santa Teresa ES	63,357	6.74%
356	Gadsden	Santa Teresa HS	250,295	18.48%
151	Gadsden	Santa Teresa MS	132,268	27.19%
333	Gadsden	Sunland Park ES	57,584	19.53%
596	Gadsden	Sunrise ES	61,565	5.34%
627	Gadsden	Vado ES	61,565	3.80%
485	Gadsden-Charter	Anthony Charter School	6,297	11.31%
274	Gallup McKinley	Chee Dodge ES	58,036	22.57%
682	Gallup McKinley	Chief Manuelito MS	119,034	1.33%
704	Gallup McKinley	Crownpoint ES	48,592	0.39%
42	Gallup McKinley	Crownpoint HS	99,209	45.05%
330	Gallup McKinley	Crownpoint MS	54,677	19.76%
163	Gallup McKinley	David Skeet ES	43,882	26.92%
401	Gallup McKinley	Gallup Central HS	33,976	15.86%
405	Gallup McKinley	Gallup HS	401,900	15.72%
576	Gallup McKinley	Gallup MS	102,981	6.40%
613	Gallup McKinley	Hiroshi Miyamura HS	198,476	4.55%
541	Gallup McKinley	Indian Hills ES	58,905	8.37%
666	Gallup McKinley	John F. Kennedy MS	141,662	2.03%
1	Gallup McKinley	Juan de Onate ES	46,834	97.68%
44	Gallup McKinley	Lincoln ES	36,513	44.84%
506	Gallup McKinley	Navajo ES	60,879	10.42%
672	Gallup McKinley	Navajo MS	52,761	1.81%
294	Gallup McKinley	Navajo Pine HS	77,415	21.70%
570	Gallup McKinley	Ramah HS	64,430	6.54%
60	Gallup McKinley	Red Rock ES	51,436	40.43%
114	Gallup McKinley	Rocky View ES	50,743	30.54%
67	Gallup McKinley	Roosevelt ES	33,527	37.63%
351	Gallup McKinley	Stagecoach ES	59,322	18.78%
10	Gallup McKinley	Thoreau ES	48,006	64.17%
104	Gallup McKinley	Thoreau HS	122,442	31.06%
248	Gallup McKinley	Thoreau MS	52,152	23.77%
286	Gallup McKinley	Tobe Turpen ES	49,361	22.12%
600	Gallup McKinley	Tohatchi ES	46,180	5.16%
298	Gallup McKinley	Tohatchi HS	103,183	21.60%
354	Gallup McKinley	Tohatchi MS	45,894	18.57%
652	Gallup McKinley	Tse' Yi' Gai HS	62,196	2.57%
586	Gallup McKinley	Twin Lakes ES	42,998	6.01%
502	Gallup McKinley-Charter	Middle College Charter High School	3,314	10.63%
644	Grady	Grady Mun. Combined	69,532	3.03%
250	Grants Cibola	Bluewater ES	22,747	23.74%
620	Grants Cibola	Cubero ES New 2011	37,482	4.25%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
492	Grants Cibola	Grants HS	299,624	10.87%
583	Grants Cibola	Laguna-Acoma MS/ HS	120,648	6.15%
448	Grants Cibola	Mesa View ES	55,573	13.64%
669	Grants Cibola	Milan ES	77,403	2.02%
235	Grants Cibola	Mount Taylor ES	74,577	24.29%
643	Grants Cibola	San Rafael ES	26,662	3.04%
339	Grants Cibola	Seboyeta ES	17,384	19.38%
382	Hagerman	Hagerman Combined	149,474	17.21%
602	Hatch Valley	Garfield ES	33,799	5.01%
621	Hatch Valley	Hatch Valley ES	42,289	4.14%
604	Hatch Valley	Hatch Valley HS	166,024	4.97%
471	Hatch Valley	Hatch Valley MS	70,024	12.21%
555	Hatch Valley	Rio Grande ES	36,816	7.64%
199	Hobbs	Booker T. Washington ES	31,492	25.41%
126	Hobbs	College Lane ES	60,544	29.16%
400	Hobbs	Coronado ES	49,806	16.19%
105	Hobbs	Edison ES	34,933	31.03%
516	Hobbs	Heizer Middle School	87,774	10.00%
411	Hobbs	Highland MS (f.k.a Highland Junior HS)	97,243	15.18%
482	Hobbs	Hobbs Freshman School	127,258	11.62%
719	Hobbs	Hobbs HS	370,611	0.00%
72	Hobbs	Houston Middle School	109,982	36.61%
99	Hobbs	Jefferson ES	42,906	32.16%
392	Hobbs	Mills ES	37,152	16.39%
312	Hobbs	Sanger ES	42,547	20.91%
195	Hobbs	Southern Heights ES	49,775	25.53%
300	Hobbs	Stone ES	53,758	21.53%
107	Hobbs	Taylor ES	38,130	31.00%
306	Hobbs	Will Rogers ES	59,756	21.27%
238	Hondo Valley	Hondo Combined school	56,830	24.20%
187	House	House Combined School	50,021	25.74%
311	Jal	Jal ES	41,500	21.01%
160	Jal	Jal Jr./Sr. HS	121,227	27.00%
304	Jemez Mountain	Coronado MS/HS	89,749	21.33%
316	Jemez Mountain	Gallina ES	16,777	20.49%
519	Jemez Mountain	Lybrook ES/MS	27,811	9.77%
361	Jemez Mountain-Charter	Lindrith Heritage Charter	11,569	18.21%
435	Jemez Valley	Jemez Valley ES	52,706	14.22%
437	Jemez Valley	Jemez Valley HS	66,984	14.19%
456	Jemez Valley	Jemez Valley MS	35,432	13.01%
37	Jemez Valley-Charter	San Diego Riverside Charter School	18,816	46.44%
612	Jemez Valley-State Chartered	Walatowa Charter High School	11,860	4.57%

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
150	Lake Arthur	Lake Arthur Combined School	105,170	27.29%
221	Las Cruces	Alameda ES	52,277	24.68%
317	Las Cruces	Booker T. Washington ES	68,294	20.48%
504	Las Cruces	Camino Real MS	115,817	10.58%
727	Las Cruces	Centennial HS	369,293	0.00%
347	Las Cruces	Central ES	27,768	18.95%
477	Las Cruces	Cesar Chavez ES	75,291	11.80%
606	Las Cruces	Columbia ES	78,000	4.91%
305	Las Cruces	Conlee ES	58,788	21.30%
241	Las Cruces	Desert Hills ES	70,181	24.17%
188	Las Cruces	Dona Ana ES	69,458	25.73%
236	Las Cruces	East Picacho ES	54,986	24.23%
86	Las Cruces	Fairacres ES	45,824	33.63%
302	Las Cruces	Hermosa Heights ES	63,372	21.39%
279	Las Cruces	Highland ES	84,789	22.38%
174	Las Cruces	Hillrise ES	56,080	26.32%
184	Las Cruces	Jornada ES	53,406	25.91%
734	Las Cruces	Las Cruces HS	302,474	0.00%
711	Las Cruces	Loma Heights ES	46,443	0.00%
399	Las Cruces	Lynn MS	114,988	16.21%
92	Las Cruces	MacArthur ES	51,700	33.00%
563	Las Cruces	Mayfield HS	296,855	7.17%
579	Las Cruces	Mesa MS	118,000	6.32%
198	Las Cruces	Mesilla ES	46,505	25.42%
132	Las Cruces	Mesilla Park ES	62,964	28.80%
700	Las Cruces	Monte Vista ES	50,000	0.61%
242	Las Cruces	Onate HS	281,096	24.16%
260	Las Cruces	Picacho MS	128,314	23.38%
413	Las Cruces	San Andres Learning Center	49,001	15.08%
388	Las Cruces	Sierra MS	96,249	16.73%
622	Las Cruces	Sonoma ES	85,899	4.12%
149	Las Cruces	Sunrise ES	65,292	27.29%
284	Las Cruces	Tombaugh ES	74,432	22.18%
715	Las Cruces	University Hills ES	56,410	0.00%
499	Las Cruces	Valley View ES	63,433	10.71%
189	Las Cruces	Vista MS	96,550	25.65%
84	Las Cruces	White Sands ES/MS	56,693	33.96%
440	Las Cruces	Zia MS	112,360	13.97%
54	Las Cruces-Charter	La Academia Dolores Huerta Charter Sc	12,400	41.58%
449	Las Cruces-Charter	Las Montanas Charter School	26,737	13.60%
474	Las Cruces-State Chartered	Alma d' Arte Charter High School	47,308	12.10%
394	Las Vegas City	Legion Park ES	34,219	16.35%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
415	Las Vegas City	Los Ninos ES	55,395	15.06%
562	Las Vegas City	Memorial MS	104,130	7.27%
290	Las Vegas City	Mike Mateo Sena ES	27,709	21.92%
136	Las Vegas City	Paul D. Henry ES	32,591	28.29%
127	Las Vegas City	Robertson HS	173,924	29.00%
112	Las Vegas City	Sierra Vista ES	50,547	30.64%
417	Logan	Logan Combined	90,369	15.03%
2	Lordsburg	Central ES	32,594	92.19%
571	Lordsburg	Dugan Tarango MS	41,718	6.53%
215	Lordsburg	R.V. Traylor ES	37,873	24.78%
12	Lordsburg	Southside ES	17,674	63.14%
733	Los Alamos	Aspen ES	49,559	0.00%
39	Los Alamos	Barranca Mesa ES	61,871	45.58%
70	Los Alamos	Chamisa ES	47,894	37.00%
717	Los Alamos	Los Alamos HS	309,840	0.00%
513	Los Alamos	Los Alamos MS	87,885	10.04%
288	Los Alamos	Mountain ES	58,971	22.05%
69	Los Alamos	Pinon ES	57,520	37.07%
390	Los Lunas	Ann Parish ES	67,682	16.52%
656	Los Lunas	Bosque Farms ES	69,417	2.44%
632	Los Lunas	Century Alternative High	28,000	3.56%
212	Los Lunas	Daniel Fernandez ES	59,030	24.97%
589	Los Lunas	Desert View ES	66,009	5.97%
511	Los Lunas	Katherine Gallegos ES	61,243	10.30%
402	Los Lunas	Los Lunas ES	62,984	15.79%
670	Los Lunas	Los Lunas Family School	10,000	1.99%
716	Los Lunas	Los Lunas HS	276,738	0.00%
327	Los Lunas	Los Lunas MS	100,475	19.88%
229	Los Lunas	Peralta ES	48,554	24.45%
129	Los Lunas	Raymond Gabaldon ES	56,620	28.86%
663	Los Lunas	Sundance ES	70,546	2.20%
376	Los Lunas	Tome ES	65,407	17.39%
496	Los Lunas	Valencia ES	52,236	10.74%
465	Los Lunas	Valencia HS	205,569	12.47%
355	Los Lunas	Valencia MS (AKA - Manzano Vista MS)	96,874	18.54%
685	Los Lunas-State Chartered	School of Dreams Academy Charter Sch	21,106	1.14%
267	Loving	Loving ES	44,075	22.97%
523	Loving	Loving HS	79,233	9.56%
653	Loving	Loving New MS	55,614	2.54%
381	Lovington	Ben Alexander ES	53,065	17.25%
80	Lovington	Jefferson ES	43,841	34.69%
371	Lovington	Lea ES	49,164	17.65%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
384	Lovington	Llano ES	62,445	17.01%
426	Lovington	Lovington 6th Grade Academy	105,607	14.57%
460	Lovington	Lovington Freshman Academy	17,600	12.81%
211	Lovington	Lovington HS	209,757	25.00%
424	Lovington	New Hope Alternative HS	5,400	14.67%
314	Lovington	Taylor MS	82,680	20.63%
38	Lovington	Yarbro ES	55,254	45.61%
423	Magdalena	Magdalena Combined	143,306	14.82%
228	Maxwell	Maxwell Combined School	53,822	24.47%
100	Melrose	Melrose Combined School	113,040	31.89%
532	Mesa Vista	El Rito ES	24,766	9.14%
200	Mesa Vista	Mesa Vista MS/HS	71,460	25.37%
397	Mora	Holman ES	20,955	16.31%
219	Mora	Mora Combined School	144,335	24.73%
262	Moriarty / Edgewood	Edgewood ES	57,900	23.23%
594	Moriarty / Edgewood	Edgewood MS	144,817	5.58%
264	Moriarty / Edgewood	Moriarty ES	65,435	23.13%
193	Moriarty / Edgewood	Moriarty HS	258,450	25.54%
713	Moriarty / Edgewood	Moriarty MS	66,672	0.00%
366	Moriarty / Edgewood	Mountainview ES	67,809	17.84%
458	Moriarty / Edgewood	Route 66 ES	54,680	12.83%
476	Moriarty / Edgewood	South Mountain ES	43,174	11.85%
147	Mosquero	Mosquero Combined School	43,500	27.49%
170	Mountainair	Mountainair ES	42,684	26.54%
85	Mountainair	Mountainair Jr./Sr. HS	70,744	33.85%
87	NMSBVI Alamogordo Campus	Garret Dormitory (1964)	14,145	33.58%
660	NMSBVI Alamogordo Campus	Jack Hall Building with Health Services	24,426	2.32%
490	NMSBVI Alamogordo Campus	North Cottage (1930)	1,050	10.97%
561	NMSBVI Alamogordo Campus	South Cottage (1930)	1,050	7.35%
702	NMSBVI Albuquerque Campus	Early Childhood Facility (2009)	39,171	0.60%
698	NMSBVI Albuquerque Campus	Site	39,171	0.70%
584	NMSD Albuquerque Preschool	Preschool Building (1995)	8,443	6.13%
479	NMSD Albuquerque Preschool	Site	8,443	11.72%
634	NMSD Santa Fe Campus	Bldg 04-Connor Hall	30,350	3.50%
694	NMSD Santa Fe Campus	Bldg 05-Cottage A	6,003	0.78%
695	NMSD Santa Fe Campus	Bldg 06-Cottage B	6,003	0.78%
696	NMSD Santa Fe Campus	Bldg 07-Cottage C	6,003	0.78%
697	NMSD Santa Fe Campus	Bldg 08-Cottage D	6,003	0.78%
90	NMSD Santa Fe Campus	Bldg 09-Delgado Hall	11,945	33.30%
649	NMSD Santa Fe Campus	Bldg 10a-Dillon Hall Main Bldg	35,054	2.68%
172	NMSD Santa Fe Campus	Bldg 15-Larson Gym	13,638	26.51%
50	NMSD Santa Fe Campus	Cartwright Hall	22,457	43.23%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
208	Pecos	Pecos ES	53,075	25.06%
209	Pecos	Pecos HS	96,160	25.04%
391	Pecos	Pecos MS	34,946	16.48%
365	Penasco	Penasco ES	60,248	17.92%
398	Penasco	Penasco HS	68,757	16.28%
455	Penasco	Penasco MS	30,697	13.02%
406	Pojoaque Valley	Pablo Roybal ES	77,050	15.71%
432	Pojoaque Valley	Pojoaque HS	166,455	14.28%
651	Pojoaque Valley	Pojoaque Intermediate	31,306	2.65%
137	Pojoaque Valley	Pojoaque MS	90,237	28.07%
454	Portales	Brown ES	56,038	13.16%
210	Portales	James ES	57,520	25.00%
681	Portales	Lindsey-Steiner ES	60,829	1.36%
303	Portales	Portales HS	211,933	21.37%
285	Portales	Portales Jr HS	96,358	22.16%
364	Portales	Valencia ES	64,413	17.95%
55	Quemado	Datil ES	10,964	41.28%
427	Quemado	Quemado Combined	68,917	14.51%
457	Questa	Alta Vista ES/MS	66,150	12.85%
416	Questa	Questa Junior High/HS	126,828	15.05%
498	Questa	Rio Costilla ES	23,002	10.72%
658	Questa-Charter	Roots & Wings Community Charter School	4,493	2.37%
646	Questa-State Chartered	Red River Valley Charter School	10,118	2.90%
11	Raton	Columbian ES	27,115	63.88%
65	Raton	Kearny ES	25,952	37.96%
52	Raton	Longfellow ES	32,620	41.75%
641	Raton	Raton HS	104,593	3.12%
157	Raton	Raton MS	54,773	27.07%
6	Reserve	Glenwood ES	5,841	79.74%
691	Rio Rancho	Cielo Azul ES	85,672	0.95%
340	Rio Rancho	Colinas del Norte ES	101,532	19.37%
277	Rio Rancho	Eagle Ridge MS	139,338	22.44%
343	Rio Rancho	Enchanted Hills ES	106,410	19.08%
444	Rio Rancho	Ernest Stapleton ES	87,201	13.84%
603	Rio Rancho	Independence High	20,000	5.00%
152	Rio Rancho	Lincoln MS	118,735	27.18%
638	Rio Rancho	Maggie Cordova ES	77,714	3.28%
239	Rio Rancho	Martin Luther King, Jr. ES	114,563	24.18%
234	Rio Rancho	Mountain View MS	124,106	24.33%
357	Rio Rancho	Puesta Del Sol ES	84,977	18.36%
275	Rio Rancho	Rio Rancho ES	66,539	22.55%
335	Rio Rancho	Rio Rancho HS	379,923	19.49%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
525	Rio Rancho	Rio Rancho MS	251,624	9.42%
680	Rio Rancho	Sandia Vista ES	80,800	1.41%
580	Rio Rancho	Sue Cleveland HS	433,788	6.26%
518	Rio Rancho	Vista Grande ES	88,251	9.82%
735	Roswell	Berrendo ES	51,055	0.00%
466	Roswell	Berrendo MS	108,235	12.42%
5	Roswell	Del Norte ES	48,165	79.82%
720	Roswell	East Grand Plains ES	35,324	0.00%
125	Roswell	Goddard HS	237,394	29.22%
13	Roswell	Mesa MS	80,242	61.68%
736	Roswell	Military Heights ES	53,725	0.00%
678	Roswell	Missouri ES	54,362	1.49%
718	Roswell	Monterrey ES	49,500	0.00%
48	Roswell	Mountain View MS	65,802	43.47%
18	Roswell	Nancy Lopez ES	32,462	55.79%
723	Roswell	NEW El Capitan ES (2013)	60,380	0.00%
514	Roswell	Pecos ES	46,371	10.04%
46	Roswell	Roswell HS	247,004	44.59%
677	Roswell	Sierra MS	109,940	1.52%
591	Roswell	Sunset ES	42,721	5.93%
668	Roswell	University High	64,523	2.02%
731	Roswell	Valley View ES	44,720	0.00%
36	Roswell	Washington Avenue ES	38,950	46.61%
336	Roswell-Charter	Sidney Gutierrez Charter Middle School	10,110	19.47%
481	Roy	Roy Combined School	51,400	11.67%
611	Ruidoso	Nob Hill Early Childhood Center	10,000	4.59%
35	Ruidoso	Nob Hill ES	46,027	46.95%
138	Ruidoso	Ruidoso HS	170,054	27.97%
546	Ruidoso	Ruidoso MS	70,000	8.12%
468	Ruidoso	Sierra Vista Primary	40,102	12.29%
520	Ruidoso	White Mountain ES	49,466	9.69%
349	San Jon	San Jon Combined	88,899	18.93%
27	Santa Fe	Acequia Madre ES	20,492	49.99%
599	Santa Fe	Agua Fria Community School	137,957	5.21%
722	Santa Fe	Agua Fria Community School (2013)	103,494	0.00%
412	Santa Fe	Agua Fria ES	72,124	15.08%
280	Santa Fe	Amy Biehl Community School	64,516	22.33%
507	Santa Fe	Aspen Community Magnet School	97,287	10.34%
441	Santa Fe	Atalaya ES	40,005	13.96%
489	Santa Fe	Calvin Capshaw MS	101,244	11.16%
186	Santa Fe	Capital HS	183,031	25.78%
572	Santa Fe	Career Academy at Larragoite	22,298	6.52%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
701	Santa Fe	Carlos Gilbert ES	42,346	0.61%
133	Santa Fe	Cesar Chavez ES	64,315	28.65%
345	Santa Fe	Chaparral ES	56,884	19.04%
547	Santa Fe	De Vargas MS	100,596	8.11%
161	Santa Fe	E. J. Martinez ES	41,078	27.00%
216	Santa Fe	Edward Ortiz MS	107,000	24.75%
491	Santa Fe	El Dorado Community School	96,098	10.96%
325	Santa Fe	Francis X. Nava ES	50,818	19.91%
633	Santa Fe	Gonzales Community School	75,355	3.51%
82	Santa Fe	Kearny ES	55,150	34.32%
266	Santa Fe	Pinon ES	77,539	22.99%
550	Santa Fe	R.M. Sweeney ES	83,850	7.96%
515	Santa Fe	Ramirez Thomas ES	81,195	10.03%
526	Santa Fe	Salazar ES	56,487	9.37%
442	Santa Fe	Santa Fe HS	325,234	13.87%
725	Santa Fe	Southside Elementary School- YET TO B	81,340	0.00%
683	Santa Fe	Tesuque ES	24,351	1.26%
98	Santa Fe	Wood-Gormley ES	31,832	32.22%
674	Santa Fe-Charter	Academy for Technology and the Classic	25,165	1.55%
578	Santa Fe-Charter	Monte Del Sol Charter School	29,173	6.33%
15	Santa Fe-Charter	Tierra Encantada Charter School	28,000	57.67%
326	Santa Fe-Charter	Turquoise Trail Elementary Charter Scho	63,249	19.89%
710	Santa Fe-State Chartered	NM School for the Arts Charter School	45,183	0.00%
709	Santa Rosa	NEW Rita Marquez / Anton Chico Comb	20,274	0.00%
255	Santa Rosa	Santa Rosa ES	58,159	23.44%
115	Santa Rosa	Santa Rosa HS	109,055	30.30%
593	Santa Rosa	Santa Rosa MS	49,700	5.78%
650	Silver	Cliff Combined	71,135	2.66%
378	Silver	G.W. Stout ES	74,704	17.37%
64	Silver	Harrison H. Schmitt ES	59,416	38.19%
62	Silver	Jose Barrios ES	41,272	40.00%
566	Silver	La Plata MS	108,953	7.00%
597	Silver	Silver City Opportunity School	9,000	5.31%
537	Silver	Silver HS	193,194	8.74%
143	Silver	Sixth Street ES	33,618	27.59%
689	Socorro	Midway ES	22,215	0.95%
508	Socorro	Parkview ES	79,400	10.31%
462	Socorro	Raymond Sarracino MS	90,484	12.68%
293	Socorro	Socorro HS	136,527	21.71%
567	Socorro	Zimmerly ES	40,000	6.81%
469	Socorro-Charter	Cottonwood Valley Charter School	18,052	12.23%
281	Springer	Springer ES/MS Combined	45,569	22.33%

2014-2015 wNMCI **Final** Ranking, Sorted by District Then School

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
409	Springer	Springer HS	54,025	15.42%
631	T or C	Arrey ES	32,813	3.59%
640	T or C	Hot Springs HS	138,455	3.17%
88	T or C	Sierra ES	24,044	33.44%
708	T or C	Truth or Consequences ES	55,740	0.00%
171	T or C	Truth or Consequences MS	66,460	26.53%
407	Taos	Arroyo del Norte ES	38,231	15.52%
3	Taos	Chrysalis Alternative School	7,440	81.66%
495	Taos	Enos Garcia ES	110,304	10.80%
21	Taos	Ranchos de Taos ES	55,851	52.94%
338	Taos	Taos HS	212,569	19.42%
291	Taos	Taos MS	94,457	21.89%
703	Taos-Charter	Anansi Charter School	13,682	0.58%
684	Taos-Charter	Taos Municipal Charter School	32,090	1.15%
609	Taos-Charter	Vista Grande Charter High School	10,016	4.71%
182	Taos-State Chartered	Taos Academy Charter School	9,824	26.10%
17	Tatum	Tatum ES	36,745	56.27%
41	Tatum	Tatum Jr./Sr. HS	114,253	45.31%
387	Texico	Texico Combined	165,809	16.78%
557	Tucumcari	Tucumcari ES	114,140	7.54%
686	Tucumcari	Tucumcari HS	119,277	1.14%
249	Tucumcari	Tucumcari MS	79,085	23.77%
430	Tularosa	Tularosa ES	69,252	14.33%
679	Tularosa	Tularosa HS	126,941	1.41%
478	Tularosa	Tularosa Intermediate	47,144	11.80%
116	Tularosa	Tularosa MS	64,142	30.25%
310	Vaughn	Vaughn Combined School	72,314	21.04%
224	Wagon Mound	Wagon Mound Combined	64,713	24.58%
529	West Las Vegas	Don Cecilio Martinez ES	29,704	9.27%
517	West Las Vegas	Luis E. Armijo ES	47,935	9.96%
419	West Las Vegas	Tony Serna Jr. ES	27,613	14.96%
728	West Las Vegas	Union Street ES	14,580	0.00%
428	West Las Vegas	Valley ES, Valley MS	49,239	14.48%
730	West Las Vegas	West Las Vegas Family Partnership	6,318	0.00%
610	West Las Vegas	West Las Vegas HS	139,333	4.64%
270	West Las Vegas-Charter	Rio Gallinas Charter School	4,467	22.73%
657	Zuni	Twin Buttes HS	21,638	2.43%
617	Zuni	Zuni HS	116,224	4.40%
166	Zuni	Zuni MS (Old Intermediate)	68,008	26.65%

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
Schools with "NRC" rankings are charter schools that have not reached their first renewal, followed by the expected date of renewal of charter. As such, these schools are not measured against the New Mexico Educational Adequacy Standards. Upon PEC or District renewal of the charter, these schools will be measured, evaluated and prioritized in the above list and eligible for grants under the standards-based capital outlay process.				
NRC-2015	ABQ-State Chartered	ACE Leadership Charter High School	11,360	0.00%
NRC-2015	ABQ-State Chartered	Albuquerque School of Excellence Chart	24,652	0.00%
NRC-2015	ABQ-State Chartered	Albuquerque Sign Language Academy C	9,510	0.00%
NRC-2015	ABQ-State Chartered	South Valley Preparatory Charter Schoo	7,488	0.00%
NRC-2015	Taos-State Chartered	Taos Integrated School of the Arts	14,954	0.00%
NRC-2015	Rio Rancho-State Chartered	The ASK Academy	24,100	0.00%
NRC-2015	Santa Fe-State Chartered	The MASTERS Program Early College Ch	10,000	0.00%
NRC-2015	ABQ-State Chartered	Tierra Adentro Charter School	7,762	0.00%
NRC-2016	Las Cruces-State Chartered	J. Paul Taylor Academy Charter School	9,629	0.00%
NRC-2016	ABQ-State Chartered	NM International Charter School	10,283	0.00%
NRC-2016	ABQ-State Chartered	The GREAT Academy	15,040	0.00%
NRC-2017	ABQ-State Chartered	Coral Community Charter School	26,047	0.00%
NRC-2017	Moriarty-State Chartered	Estancia Valley Classical Academy	23,000	0.00%
NRC-2017	Espanola-State Chartered	La Tierra Montessori School of the Arts	6,730	0.00%
NRC-2017	Espanola-State Chartered	McCurdy Charter School	18,648	0.00%
NRC-2017	ABQ-State Chartered	Mission Achievement & Success	24,996	0.00%
NRC-2017	Las Cruces-State Chartered	New America Charter School - Las Cruce	24,329	0.00%
NRC-2017	Farmington-Charter	New Mexico Virtual Academy	2,531	0.00%
NRC-2017	ABQ-State Chartered	Sage Montessori Charter School	10,919	0.00%
NRC-2017	ABQ-State Chartered	Southwest Aeronautics, Mathematics, &	37,975	0.00%
NRC-2017	Gallup McKinley-Charter	Uplift Community Charter School	7,581	0.00%
NRC-2017	ABQ-State Chartered	William W. & Josephine Dorn Charter C	9,715	0.00%
NRC-2018	Gasden-State Chartered	Health Science Academy Charter Schoo		0.00%
NRC-2018	ABQ-State Chartered	Explore Academy Charter School		0.00%

LEASE PURCHASE ARRANGEMENT

dated as of May 1, 2021 (the "Commencement Date"),

by and between

FAMILIES AND YOUTH INCORPORATED,

A New Mexico non-profit corporation,

and

NEW AMERICA SCHOOL – LAS CRUCES,

A New Mexico public charter school.

THIS LEASE PURCHASE ARRANGEMENT ("Agreement"), dated as of May 1, 2021 (the "Commencement Date," as defined below), is made and executed by and between Families and Youth Incorporated, a New Mexico non-profit corporation ("Nonprofit") as lessor, and New America School – Las Cruces, a New Mexico public charter school ("Charter School") as lessee.

RECITALS

A. Charter School is a charter school as defined in NMSA 1978, §22-8B-2(A), authorized by the New Mexico Public Education Commission to enter into a "lease purchase arrangement" or "financing agreement" as defined in NMSA 1978, §22-26A-3(A), part of the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978 ("Public School Lease Purchase Act").

B. Charter School's governing body has determined that it is necessary, desirable, and in Charter School's best interest, subject to separate statutory approval by the Public Education Department (NMSA 1978, §22-26A-4) and the Public School Facilities Authority (NMSA 1978, §22-20-1), to acquire from the Nonprofit through a lease purchase arrangement approximately 37,000 square feet of land as described on Exhibit "A" ("Land"), plus an approximately 24,000 square-foot, two-story building and improvements as described on Exhibit "B" ("Building") located on the Land at 207 S. Main Street, Las Cruces, NM (hereafter the Land and Building are referred to as the "Facility").

C. Nonprofit is a non-profit corporation duly organized, in good standing, and existing under the New Mexico Non-Profit Corporation Act, NMSA 1978, §53-8-1, *et seq.*, 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 of New Mexico, to lease the Facility to the Charter School, and to otherwise act in the manner contemplated herein.

D. Charter School's governing body has not formally pledged its credit as security for the debt or financial obligations of the Nonprofit or any other domestic or foreign private nonprofit corporation, relative to this Agreement as prohibited by the New Mexico Constitution at Article 9, §14.

E. Effective as of the Commencement Date this Agreement replaces and supersedes the Lease Agreement between Charter School and Nonprofit's predecessor, Resources for Children & Youth, Inc., dated February 15, 2012, as amended by First Amendment dated March 26, 2013, by Second Amendment dated October 28, 2016, and by Lease Amendment dated May 11, 2017 (collectively, the "Lease"). Any unused portion of any Security Deposit paid pursuant to that Lease shall be returned to the Charter School promptly after execution of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration exchanged, Nonprofit and Charter School agree as follows:

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless otherwise specified in this Agreement, the capitalized terms used herein shall have the meanings specified below.

"Agreement," means this Lease Purchase Arrangement, and for all purposes herein and as to all appertaining exhibits and documents, shall have the same legal meaning and effect as either the term "lease purchase arrangement" or "financing agreement," as these latter two terms are defined in NMSA 1978, §22-26A-3(A), whether capitalized herein or not.

"Building" means the existing building containing approximately 24,000 gross square feet of floor space on two floors, and other existing site improvements as of the Commencement Date as described in Exhibit "B."

"Capital Improvement" means an alteration, addition or added structure to the Facility, or an upgrade that extends the useful life of the Building or a piece of equipment, component, or system of the Facility, and any improvement that, if constructed or acquired using State or Charter School's funds, above those required for Lease Payments hereunder, might give rise to a lien on the real estate in favor of Charter School pursuant to NMSA 1978, §22-26A-5(H). Any work or items constituting Maintenance, Repairs or Replacements shall not be considered "Capital Improvements."

"Charter School's Representative" means the chair of Charter School's governing body (currently Susie Kimble) or any other person duly authorized by Charter School, by written notice to Nonprofit, to act on its behalf under or with respect to this Agreement.

"Commencement Date" means the first day of the month following the date of execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public School Facilities Authority, after which date the payment obligations hereunder will continue for a period not exceeding thirty (30) years after the date of execution, as prescribed by Section 22-26A-5(C) NMSA 1978.

"Event of Default" shall have the meaning ascribed to it in Section 11.1.

"Facility" means, collectively, the Land and Building leased by the Nonprofit to the Charter School under this Agreement. Exhibit "A" describes the Land and Exhibit "B" describes the Building.

"Nonprofit's Representative" means Nonprofit's chief executive officer (currently Brian Kavanaugh) or any other person duly authorized by Nonprofit, by written notice to Charter School, to act on its behalf under or with respect to this Agreement.

"Land" means the approximately 37,000 square feet of land described in Exhibit "A" to this Agreement constituting part of the Facility.

"Lease Payments" means, collectively, any payments due from Charter School (i) to Nonprofit under this Agreement and in accordance with Article V hereof, or (ii) to the providers

of Maintenance, Repairs or Replacements in accordance with Charter School's obligations to provide the same, or (iii) to Nonprofit as reimbursement for any Maintenance, Repairs, Replacements or Capital Improvements made by or at the expense of Nonprofit pursuant to the provisions of this Agreement, all of which shall be payable from funds specifically appropriated year to year by Charter School for such purpose from any legally available funds.

"Lease Purchase Arrangement" shall have the meaning ascribed to it in NMSA 1978, §§22-26A-1, *et seq.* as amended.

"Maintenance" means care or upkeep; activities required or undertaken to conserve as nearly, and as long, as possible the original condition and operational status of a piece of equipment, part, component or system while compensating for normal wear and tear; actions necessary for retaining or restoring a piece of equipment, component, or system to the specified operable condition to achieve its maximum useful life; whether ordinary or extraordinary, capital or non-capital.

"Net Proceeds" means any insurance proceeds or condemnation award paid on the Facility, remaining after payment of all costs and expenses incurred in the collection of those amounts.

"Option to Purchase" means the right of Charter School to purchase the Facility in accordance with the terms of Article VI of this Agreement and the provisions of the Public School Lease Purchase Act.

"Possession Date" means the Commencement Date.

"Public Education Commission" means the New Mexico Public Education Commission, authorized to approve, deny, suspend or revoke a charter of a state-authorized charter school according to NMSA 1978, §22-8B-16.

"Public Education Department" or "PED" means the New Mexico Public Education Department.

"PSFA" means the New Mexico Public School Facilities Authority.

"Public Securities Act" means NMSA 1978, §§6-14-1, *et seq.*, as amended.

"Repair" means restoration of a broken, damaged, or failed piece of equipment, part, component or system to an acceptable operating or usable condition or state, whether ordinary or extraordinary, capital or non-capital.

"Replacement" means substitution of a piece of equipment, part, component or system with a similar item, whether ordinary or extraordinary, capital or non-capital.

"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 New Mexico 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 and applicable to the Facility, including any relating to environmental, health, or safety matters.

"State" means the State of New Mexico.

"Term" means the time period during which this Agreement is in effect, as provided in Section 4.1 hereof, and any term of renewal agreed to by the parties.

Section 1.2 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A - Legal Description of the Land where the Building is located.

Exhibit B – Existing Building

Exhibit C - Base Rent Schedule

Exhibit D - Planned Funding Sources and Budget to make Lease Payments

Exhibit E - Copies of the New Mexico Public Education Department's and Public School Facilities Authority's individual approvals of this Agreement.

Exhibit F – Memorandum of Lease-Purchase Agreement

ARTICLE II REPRESENTATIONS, COVENANTS, AND WARRANTIES

Section 2.1 Representations, Covenants, and Warranties of Charter School. Charter School represents, covenants, and warrants as follows:

(a) Charter School is a duly authorized and existing charter school under the provisions of the Charter Schools Act, NMSA 1978, §22-8B-1, *et seq.* The charter school is authorized by the Public Education Commission.

(b) Charter School has full power and authority to lease, operate, maintain, and acquire under an option to purchase the Facility, to execute and deliver this Agreement, and perform the related transactions in accordance with the provisions of the Public School Lease Purchase Act and other applicable New Mexico statutes, and to carry out its obligations under this Agreement, subject to the limitations and conditions stated herein and the availability of sufficient appropriations and revenues therefor.

(c) Charter School's representatives executing this Agreement have been duly authorized to execute and deliver it in accordance with the terms and provisions of the resolution duly passed and adopted by Charter School's governing body.

(d) Charter School's governing body has complied fully with all the requirements of NMSA 1978, §22-26A-6 and NMSA 1978, §10-15-1 applicable to its actions with regard to this Agreement and the acquisition of the Facility through a lease purchase arrangement.

(e) Charter School has immediate need for, and expects to make immediate use of, the Facility being leased with an option to purchase under this Agreement, which need, at the time of approval hereof, is not temporary or expected to diminish in the foreseeable future.

(f) To Charter School's knowledge, there are no pending or threatened legal actions, suits, proceedings, or inquiries disputing Charter School's authority to execute, deliver, perform on, or expend public funds pursuant to, this Agreement.

(g) Charter School shall not transfer, lease, assign, mortgage, or encumber all or any portion of its interest under this Agreement, or the Facility itself, except in accordance with the terms and conditions hereunder and as provided by law, including NMSA 1978, §22-26A-5(K) with respect to assignment of the lease purchase arrangement to any third party.

(h) Charter School shall use and occupy the Facility for the primary purpose of a public charter school and the activities directly related thereto, or for such other public school purposes as may be lawfully authorized or permitted by the Charter School or the Nonprofit under state or federal law.

(i) Charter School shall conform to and comply with all applicable municipal, state, and federal laws, ordinances, rules and regulations in its use, Maintenance, Repair and Replacement (if any) of the Facility, and Charter School will not use or suffer to be used the Facility in any manner contrary to any applicable municipal, state, or federal laws, ordinances, rules or regulations, or so as to create or cause to exist any nuisance or hazardous condition.

(j) Charter School shall use its best efforts to purchase the Facility from Nonprofit with funds obtained from lease payment grant assistance from the Public School Capital Outlay Council in accordance with NMSA 1978, §22-24-4(I), or from other lawfully available funding sources at the earliest possible time subject to the terms of this Agreement, but in no event shall this Agreement have a final payment date exceeding thirty (30) years after the date of its execution by the parties.

(k) To the best of Charter School's knowledge, there are no underground storage tanks at the Facility and, to the best of Charter School's knowledge, Charter School has not used the Facility to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to the Resource Conservation and Recovery Act (42 U.S.C.A. §§6901 *et seq.*) as amended, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. §§9601 *et seq.*) as amended, or any other related Legal Requirement, and to the best of Charter School's knowledge, Charter School has not caused, and has no knowledge of, the leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any hazardous substances on or off the Facility on adjacent properties.

(l) The Building and any other existing improvements, whether permanent or not, are the property of Nonprofit. Any improvements to the Facility constructed or acquired by Charter School during the term of the Lease have been fully paid for prior to the date of execution of this Agreement, and Nonprofit has no unpaid obligations to reimburse Charter School for any amounts expended for such purposes.

Section 2.2 Representations, Covenants, and Warranties of Nonprofit. Nonprofit represents, covenants, and warrants as follows:

(a) Nonprofit is a non-profit corporation duly organized, existing, and in good standing under the laws of the State and has full power and authority to enter into this Agreement and to carry out all its obligations hereunder; and Nonprofit has full power to own, hold, finance, and furnish the Facility in accordance herewith, and to lease and sell the same to Charter School.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or agreement or instrument to which Nonprofit is now a party or by which Nonprofit is bound.

(c) Nonprofit warrants that it is in good standing pursuant to the terms of any mortgage or other financial obligation under which the Facility has been given as security for the payment of the underlying debt or financial obligation.

(d) To the best of Nonprofit's knowledge, Nonprofit has not received any notice that the Facility or its present use and condition violates any applicable deed restrictions or other covenants, restrictions or agreements, mortgages, or conditions of title or ownership, site plan approval, zoning or subdivision regulations, urban development plans, the laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, or requirements of any authorities governing or regulating the use and operation, or otherwise applicable to the Facility.

(e) To the best of Nonprofit's knowledge, there are no underground storage tanks at the Facility and, to the best of Nonprofit's knowledge, Nonprofit has not used the Facility to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to the Resource Conservation and Recovery Act (42 U.S.C.A. §§6901 *et seq.*) as amended, the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. §§9601 *et seq.*) as amended, or any other related Legal Requirement, and to the best of Nonprofit's knowledge, Nonprofit has not caused, and has no knowledge of, the leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any hazardous substances on or off the Facility on adjacent properties.

ARTICLE III AGREEMENT TO LEASE

Section 3.1 Lease. Nonprofit hereby leases the Facility to Charter School, and Charter School hereby leases the Facility from Nonprofit with an option to purchase upon the terms and conditions set forth in this Agreement, provided that the terms and conditions herein are not in contravention of any applicable laws. This Agreement, once fully executed, shall supersede any prior written agreement between the parties for the lease of the Facility as of the Commencement Date. Charter School has leased and occupied the Facility since approximately July 1, 2012 under the Lease. Any claims under the Lease, to the extent they have arisen or accrued prior to the Commencement Date, shall survive the execution of this Agreement. The parties acknowledge that certain repairs to the roof of the Building were requested by Charter School and that Nonprofit

has caused such repairs to be completed prior to the Commencement Date at Nonprofit's expense, to the satisfaction of Charter School and Nonprofit.

Section 3.2 Possession and Enjoyment. During the Term of this Agreement, Nonprofit shall provide Charter School with quiet use and enjoyment of the Facility and during such Term Charter School shall peaceably and quietly have and hold and enjoy the Facility, without suit, trouble, or hindrance from Nonprofit, except as expressly set forth herein. Nonprofit will, at the request of Charter School and at Charter School's cost, join in any legal action in which Charter School asserts its right to such possession and enjoyment to the extent Nonprofit may lawfully do so. Notwithstanding the foregoing, Nonprofit shall have the right to inspect the Facility as provided in Section 3.3 hereof.

Section 3.3 Nonprofit's Access to Facility. Charter School agrees that following the Commencement Date of this Agreement, Nonprofit during the Term shall have the right during Charter School's normal working hours on Charter School's normal working days, upon compliance with any security requirements imposed by Charter School and upon reasonable notice, to enter on and examine and inspect the Facility for the purpose of assuring that it is being properly maintained, preserved, and kept in good repair and condition, and that Charter School is in compliance with all terms of this Agreement. Charter School further agrees that Nonprofit shall have such rights of access to the Facility as may be reasonably necessary to cause the proper Maintenance and Repair of the Facility (including Replacements) in the event of failure by Charter School to perform its obligations hereunder, provided that at no time shall Nonprofit be compelled or required to make any improvements, alterations, or additions to the Facility, except as stated herein. Charter School further agrees that Nonprofit shall have such rights of access to the Facility as may be reasonably necessary to allow inspections by third parties dealing with the Facility, which may include mortgagees and prospective mortgagees and purchasers.

ARTICLE IV TERM OF AGREEMENT

Section 4.1 Term. The Term shall commence upon the Commencement Date and continue through (i) the final Lease Payment date hereunder as shown on Exhibit "C" approximately twenty-five (25) years after the Commencement Date (or such longer period as the parties may hereafter agree, but in any event no more than thirty (30) years from the date of execution of this Agreement by the parties), or (ii) the date of any early termination pursuant to the terms of this Agreement ("Term").

Section 4.2 Termination of Agreement. This Agreement shall terminate upon the occurrence of any one of the following events:

- (a) the purchase of the Facility by Charter School pursuant to Article VI;
- (b) a default by Charter School and Nonprofit's election to terminate this Agreement pursuant to Article XI;
- (c) a default by Nonprofit and Charter School's election to terminate this Agreement pursuant to Article XI;

(d) if sufficient money is not available to meet any current Lease Payments, as determined by Charter School's governing body; or

(e) Charter School's charter is revoked or not renewed by the Public Education Commission or its then-current authorizer, and any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority is not set aside or reversed by the district court pursuant to the provisions of NMSA 1978, § 39-3-1.1.

Section 4.3 Effect of Termination of Agreement. Upon termination of this Agreement:

(a) All unaccrued obligations of Charter School hereunder shall terminate, but all obligations of Charter School that have accrued hereunder prior to such termination shall continue until they are discharged in full, and (except in the event of purchase of the Facility by Charter School) Charter School shall deliver possession of the Facility to Nonprofit free of refuse, free of any personal property of Charter School, its employees or students, and in as good and clean condition as at the time of Lease commencement, reasonable wear and use excepted; and

(b) If the termination occurs because of an Event of Default as defined herein, (i) Charter School's right to possession of the Facility shall terminate; and (ii) Charter School shall, within sixty (60) days, vacate the Facility. Notwithstanding the foregoing, if the Event of Default is an event of nonappropriation, Charter School shall vacate the facility only on the last day of the last month for which funds for all Lease Payments and other obligations payable by Charter School under this Agreement have been appropriated and paid. If termination occurs because of non-renewal or revocation of Charter School's charter, Base Rent and Additional Rent Payments shall be paid through the effective date of its closure (and Charter School shall vacate the Facility no later than such date) and subject to NMSA 1978, §22-8B-12.1(C) which provides that when a charter school is closed, its assets shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school and then to the State of New Mexico's treasury to the credit of the current school fund.

(c) Lien on Facility by Charter School.

(i) If State or Charter School's funds, above those required for Lease Payments hereunder, are used to construct or acquire Capital Improvements, the cost of those Capital Improvements shall constitute a lien on the real estate in favor of Charter School and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title, at the option of the Charter School: (1) Charter School may foreclose the real estate lien; or (2) the current market value of the Facility at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Agreement, shall be paid to Charter School, all in accordance with NMSA 1978, §22-26A-5(H). The priority of such statutory lien shall be determined according to New Mexico law, should a legal dispute arise as to the order of satisfaction.

(ii) Charter School shall not use State, school district or Charter School's funds, above those required for Lease Payments hereunder, to construct or acquire Capital Improvements, without the prior written consent of Nonprofit, which shall not be unreasonably withheld. Without limitation, Nonprofit may in any event condition its consent on obtaining any required mortgage lender consent, and on the expected effect of the proposed Capital Improvements on the value of the Facility.

(iii) If Charter School requests Nonprofit's consent to the construction or acquisition of Capital Improvements using State, school district or Charter School's funds, such request shall also include, or be deemed to include, a request for the Nonprofit to construct or acquire such Capital Improvements at its own expense, and, provided PED pre-approval of a revised Exhibit "C" (including Base Rent table and purchase price) is duly obtained pursuant to Article V herein, to increase the Base Rent by the amount necessary to fully amortize the total reasonable and necessary cost incurred by Nonprofit to construct or acquire such Capital Improvements over their projected useful life/lives, or the remaining Term of this Agreement, whichever is less, with interest at 9% per annum or any other fixed rate as may be agreed by Nonprofit and Charter School, not to exceed 9%, provided that the net effective interest rate shall not exceed the maximum permitted by the Public Securities Act. Nonprofit shall be under no obligation to consent to such request. If Nonprofit consents to construction or acquisition of Capital Improvements but does not opt to construct or acquire such Capital Improvement at its own expense and increase the Base Rent accordingly as provided herein, Charter School may proceed to make the requested Capital Improvements at Charter School's own expense.

(iv) If Charter School uses State, school district or Charter School's funds, above those required for Lease Payments hereunder, to construct or acquire Capital Improvements, without the prior written consent of Nonprofit, Nonprofit may, at its sole option, do any one or more of the following: (A) deem such Capital Improvements and any related activities at the Facility to be a trespass, and remove the Capital Improvements and restrain (by injunction or otherwise) any related activities, without liability to Charter School; (B) reimburse such funds in cash, by rent abatement, or otherwise, and increase the Base Rent in accordance with subparagraph (iii) above, in which case the funds expended for such Capital Improvements will be deemed funds of the Nonprofit and NMSA 1978, §22-26A-5(H) shall not apply, and (C) hold Charter School in default under this Agreement and seek any available remedy(ies).

Section 4.4 Continuation. In accordance with Article IX, Section 11 of the New Mexico Constitution and NMSA 1978 § 22-26A-5 (I) and (J), the parties stipulate and agree that (a) there is no legal obligation for Charter School to continue this Agreement from year to year or to purchase the Facility; and (b) this Agreement shall be terminated if sufficient money is not available to meet any current Lease Payment.

ARTICLE V AGREEMENT LEASE PAYMENTS

Section 5.1 Lease Payments.

(a) Base Rent.

(i) Charter School agrees to pay Nonprofit, its successors and assigns, for the right to use and acquire by purchase the Facility, and Nonprofit agrees to accept as full Base Rent for the Facility individual sums equal to the monthly lease amounts set forth in Exhibit "C" to this Agreement, being due and payable on the fifteenth (15th) day of the month of the Commencement Date and on the same day of each month thereafter during the Term of this Agreement. Such

Lease Payments set forth in Exhibit "C" (as amended) may be referred to in this Agreement as "Base Rent." Base Rent for any partial month will be calculated on a *pro rata* basis.

(ii) If any installment of Base Rent (or Additional Rent or reimbursement payment due to Nonprofit, if any) is not fully paid on or before the twentieth (20th) day of the month in which it is due, Charter School shall pay an additional amount ("Late Payment Fee") in the amount of one and one-half percent (1.5%) of the unpaid amount due per month or portion of a month from the date due until the date of payment.

(iii) Nonprofit and Charter School acknowledge and agree that the interest rate for the purchase price, as set forth in Exhibit "C," is subject to change from time to time equal to any per annum changes in the interest rate on the loan(s) made to Nonprofit for Facility financing (including any refinancing of existing loan(s)), so that the spread between the loan interest rate and the interest rate for the purchase price shall remain unchanged at 4.375% per annum, provided that in no event will the interest rate for the purchase price be below the initial rate specified in Exhibit "C" or above nine percent (9%) per annum, and provided further that (A) any change in the specified principal and interest component of any payment to be made hereunder shall constitute an amendment to this Agreement and shall be approved by the Public Education Department; and (B) the net effective interest rate thereon shall not exceed the maximum permitted by the Public Securities Act (NMSA 1978, §6.14.3(B)).

(b) Adjustments to Base Rent. Upon a PED-approved change in the principal and interest components of payments hereunder based on a change in Nonprofit's interest rate due, whether increased or reduced, Nonprofit shall provide to Charter School a revised Exhibit "C," and Charter School shall make Base Rent payments hereunder in accordance with that revised exhibit. Notwithstanding anything to the contrary herein, the parties agree that (i) the Base Rent shall not be more than the monthly payment amounts shown in Exhibit "C" hereto, as amended from time to time; and (ii) the rate of interest applicable to the Base Rent, set forth in Exhibit "C" hereto, shall not be interpreted to exceed the maximum allowed pursuant to the Public Securities Act; in which event, the rate of interest automatically shall be reduced to the maximum rate permitted by law.

(c) Application of Base Rent Payments. A portion of each Base Rent payment is paid as, and represents payment of, interest as shown on Exhibit "C" hereto, which sets forth the principal and interest component of each payment made. Upon receipt of each Base Rent payment, Nonprofit shall apply the amount of such payment to principal and interest as shown on Exhibit "C," with amounts applied to principal reducing the unpaid balance of the purchase price in accordance with Exhibit "C," as amended.

(d) Currently Appropriated Expenditures. Charter School shall include in the budget proposal to the Public Education Department for each fiscal year (July 1 to June 30) that this Agreement is in effect an amount equal to one hundred percent (100%) of the Base Rents and (105%) of Additional Rent, anticipated Maintenance, Repair and Replacement costs, and any other obligations payable by Charter School under this Agreement, not in contravention of New Mexico law. The Base Rent, Additional Rent, Maintenance, Repair and Replacement costs, and other obligations payable by Charter School under this Agreement shall constitute currently appropriated expenditures of Charter School and shall not constitute a debt or multiple fiscal year direct or indirect obligations whatsoever of Charter School or a mandatory charge or requirement against

Charter School in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.

(e) Down Payment. In addition to the Base Rent, on the date of execution of this Agreement following separate statutory approval, and as a condition to the effectiveness of this Agreement, Charter School shall pay to Nonprofit the down payment set forth in Exhibit "C" to this Agreement. The down payment shall be paid by wire transfer to the account of Nonprofit, and shall be nonrefundable and fully earned when paid.

Section 5.2 Additional Rent. In addition to the Lease Payments, Charter School shall pay Additional Rent during the Term as herein provided. Additional Rent shall be estimated annually by the Charter School in consultation with the Nonprofit, and shall be in an amount sufficient to pay the following costs during the next ensuing fiscal year: (i) the reasonable fees and expenses of the Nonprofit related to the Facility including but without limitation, administration and management fees (if any); (ii) the cost of insurance premiums for insurance required hereunder or otherwise deemed necessary or desirable in Nonprofit's reasonable discretion; (iii) real estate and personal property taxes and assessments, including as set forth in Section 5.6 below; (iv) the cost of all utilities and governmental services provided to the Facility, including as set forth in Section 5.7 below, and including water, sewer, gas, electricity, telephone, internet/data service, trash removal, security services, and alarm systems; and (v) all other costs expressly required to be paid by the Charter School hereunder, if any. Charter School, in its own name, shall arrange and pay for all of the utilities and services provided to the Facility directly with the providers, and Nonprofit shall have no liability or responsibility for such utilities and services or for payment of any associated costs. The Additional Rent payable to Nonprofit (if any) may be adjusted during the Term of this Agreement in the discretion of the Nonprofit and with the consent of the Charter School. If the Charter School elects to continue the Lease for the next ensuing fiscal year, the Charter School's obligation under this Agreement to pay Additional Rent during such fiscal year shall be limited to the amount so appropriated for Additional Rent and any amounts subsequently appropriated by supplemental appropriations for payment of Additional Rent during such fiscal year. Additional Rental obligations in excess of the amounts so appropriated shall in no event be due or owing from the Charter School to the Nonprofit, provided that failure to pay any amounts due in accordance with the other terms of this Agreement, including when such failure is due to an event of non-appropriation, shall constitute an Event of Default as provided in Section 11.1 below.

Section 5.3 Nature of Payment. Charter School and Nonprofit acknowledge and agree that the Lease Payments and Additional Rent hereunder shall constitute currently appropriated expenditures of the Charter School and shall be paid from any legally available funds. The Charter School's obligations under this Agreement 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 Agreement shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the Charter School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Agreement 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 Charter School within the meaning of any constitutional or statutory limitation or requirement. This Agreement does not directly or indirectly obligate the Charter School to

make any payments beyond those appropriated for any fiscal year for which payments have been appropriated.

Section 5.4 Manner of Payment. Unless otherwise requested in writing by Nonprofit, all costs of Maintenance, Repairs and Replacements, and all Additional Rent payable for insurance premiums, real estate and personal property taxes and assessments, utilities, governmental services and any other costs expressly required to be paid by the Charter School shall be paid by Charter School directly to the providers and authorities imposing the charges, as the case may be, before delinquency, and Charter School shall provide proof of payment promptly to Nonprofit upon request. The Base Rent and any Additional Rent due to Nonprofit shall be paid on the fifteenth (15th) day of every month of the Term by lawful money of the United States of America. The obligation of the Charter School to pay the Lease Payments and Additional Rent required under this Agreement shall not be abated through accident or unforeseen circumstances. The Charter School shall, during the Initial Term (and any Extended Term) of this Agreement, make all payments of Lease Payments and Additional Rent when due and shall not withhold any Base Rent or Additional Rent nor shall the Charter 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 Charter School of any rights, claims, or defenses which the Charter School may assert. No action or inaction on the part of Nonprofit shall affect the Charter School's obligation to pay Lease Payments and Additional Rent under this Agreement.

Section 5.5 Funding of Capital Improvements to Facility. Subject to obtaining Nonprofit's prior written consent to any Capital Improvements, and to the other requirements of Section 4.3 (c) above, Charter School and Nonprofit agree that Charter School may use all legally available funds to acquire, construct, equip, install, or make Capital Improvements to the Facility during the Term of this Agreement. At or prior to any termination of this Agreement as provided hereunder, Nonprofit may require Charter School to remove at Charter School's own expense any Capital Improvements to the Facility that were funded by Charter School.

Section 5.6 Taxes and Assessments. During the Term, if the Facility or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the Charter School shall pay, as Additional Rent, the amount of all such taxes, assessments, and governmental charges when due. With respect to special assessments or other governmental charges that may be lawfully paid in installments over a period of years, the Charter School shall be obligated to provide only for such installments as are required to be paid during the Term of this Agreement. The Charter School shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the Facility or Building or any portion thereof (including any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Facility or any portion thereof, or any interest therein, including the interest of Nonprofit) or the rentals and revenues derived therefrom or hereunder. If the Charter School shall first notify Nonprofit of the intention of the Charter School to do so, the Charter School may, at the expense and in the name of the Charter 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 Nonprofit shall notify the Charter School that, in the opinion of independent counsel, whose reasonable fees shall be paid by the Charter School, by nonpayment of any such items the Facility or the Building or any portion thereof will be subject to loss or

forfeiture, or Nonprofit will be subject to liability, in which event such tax, assessment, or other charges shall be paid promptly or secured by posting a bond with Nonprofit in form satisfactory to Nonprofit (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, or other charges). Nonprofit shall cooperate in any efforts by Charter School to contest any taxes or assessments, at no expense to Nonprofit.

Section 5.7 Utilities. During the Term, the Charter School shall pay, as the same respectively become due, all gas, water, electricity, heat, power, utility, sewer and waste disposal, and other utility charges incurred in all operations and activities at the Facility including the operation, Maintenance, Repair, Replacement and upkeep of the Facility, and the Charter School shall place all such utilities in its name.

Section 5.8 No Pledge of Charter School's Credit. Charter School's governing body has not formally pledged its credit as security for the debt or financial obligations of the Nonprofit or any other domestic or foreign private nonprofit corporation, relative to this Agreement as prohibited by the New Mexico Constitution at Article 9, §14.

ARTICLE VI OPTION TO PURCHASE

Section 6.1 Option to Purchase. In consideration of the agreements, promises, and covenants made each to the other in this Agreement, and other good and valuable consideration received, which consideration Nonprofit acknowledges to be adequate, Nonprofit grants to Charter School the option to purchase the Facility upon the terms and conditions set forth in this Agreement and as permitted under the Public School Lease Purchase Act.

Section 6.2 Accelerated Sale and Transfer. The closing for the purchase of and transfer of title to the Facility under the option may occur only on an Option Date (or, if the Option Date falls on a Saturday, Sunday or legal holiday, on the business day prior to the Option Date). "Option Date" shall mean the fifteenth anniversary of the Commencement Date or any later anniversary of the Commencement Date during the Term of this Agreement. Provided, that if such closing is not completed on or prior to the last Option Date, Charter School's option to purchase hereunder shall expire and thereafter be of no further force or effect, and also provided that the option to purchase shall terminate as of the date of expiration or any termination of this Agreement.

Section 6.3 Notice of Sale and Transfer. Charter School's option to proceed with the purchase of and transfer of title to the Facility on an Option Date shall be exercised by written notice to Nonprofit, sent by registered or certified mail to Nonprofit's address as stated herein, or to any other address designated by Nonprofit in writing to Charter School. Such written notice shall be given not later than six (6) months prior to the Option Date on which Charter School will exercise its option to proceed with the purchase of and transfer of title to the Facility.

Section 6.4 Purchase Price on Exercise of Option. The Purchase Price for the Facility on exercise of the option to purchase hereunder shall be the amount necessary to pay the full outstanding principal balance of the purchase price as of that Option Date, as set forth in the schedules attached at Exhibit "C" hereto, plus any accrued and unpaid interest to that date, with any prepayment premiums and fees payable to Nonprofit's lender(s), as well as any associated

closing costs. The interest rate on the principal balance remaining on exercise of the option to purchase shall not exceed the maximum permitted by the Public Securities Act.

Section 6.5 Expenses, Mortgage. The Purchase Price to be paid by Charter School to Nonprofit shall be a net amount to Nonprofit, and all expenses in connection with the transfer of the Facility, including title insurance, recording fees, documentary stamps, and any other closing costs, shall be paid by the Charter School in addition to the Purchase Price. The Purchase Price shall be paid by Charter School in cash to Nonprofit concurrent with Nonprofit's conveyance of the Facility to Charter School by special warranty deed as provided in Section 6.6 hereof.

Section 6.6 Transfer of Title. Except as provided in Section 6.7 hereof, at the closing of the sale transaction between the parties, Nonprofit shall convey the Facility to Charter School free and clear of any mortgage, indenture, or other encumbrance of record incurred by Nonprofit, subject to taxes for the year of conveyance and thereafter and subject to all reservations, restrictions, easements and other matters of record or incurred by Charter School or specifically accepted by Charter School, such acceptance not to be unreasonably withheld. The conveyance shall be by a standard form special warranty deed from Nonprofit to Charter School.

Section 6.7 Agreement is Subordinate. Charter School's rights under this Agreement are and shall be subject and subordinate to any underlying mortgage (including a consolidated mortgage), indenture, or deed of trust constituting a lien on the Facility, or any part thereof, whether such mortgage, indenture, or deed of trust has heretofore been, or may hereafter be, placed upon the Facility to secure Nonprofit's indebtedness to any bank or other financial institution, trust company, or other financial lender, whether private or public, for the purchase, construction or other financing or refinancing of the Facility and any Capital Improvements hereafter undertaken by Nonprofit pursuant to subsection 4.3 (c) (iii) above, or any Maintenance, Repairs or Replacements undertaken by Nonprofit pursuant to subsection 7.1 (c) below, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage, indenture, or deed of trust. This subordination clause applies only to instruments securing any indebtedness that on any Option Date will not exceed the purchase price, as set forth in Exhibit "C" as amended, together with any prepayment premiums and fees payable to Nonprofit's lender(s) at the time the option to purchase hereunder is exercised. This subordination clause shall be self-operative and no further instrument of subordination shall be required. Charter School nevertheless covenants and agrees to execute and deliver, from time to time upon demand, such further reasonable instrument or instruments subordinating this Agreement to the lien of any mortgage or mortgages as shall be desired by Nonprofit and any mortgagees or proposed mortgagees, provided such documents contain commercially reasonable non-disturbance agreements. Nonprofit will cause any such mortgage, indenture, or deed of trust to contain provisions requiring the holder of the indebtedness secured thereby to mail to Charter School by registered mail, addressed to Charter School at its office as set forth in this Agreement, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage, indenture, or deed of trust to Nonprofit. Notwithstanding the provisions of Section 6.3 hereof, Charter School may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided, which breach is not cured by Nonprofit within the time required under the terms of the secured loan, exercise the option to purchase at any time within twenty days before the scheduled foreclosure sale, by paying the greater of (i) the unamortized principal and

accrued interest under this Agreement, as set forth on Exhibit "C," or (ii) the then-outstanding principal amount of the debt secured by mortgage, indenture, or deed of trust plus any accrued and unpaid interest and any amounts necessary to pay all amounts due to the lender as of the first permitted prepayment date of the obligations secured by the mortgage, indenture, or deed of trust. In the event of a foreclosure of any mortgage against the Facility, or conveyance in lieu of foreclosure, Charter School shall attorn to the purchaser or transferee as the case may be and recognize that party as landlord in the place of Nonprofit under this Agreement, provided such party acquires and accepts the Facility subject to this Agreement and assumes the obligations of Nonprofit hereunder.

Section 6.8 Performance of Agreement. The right to exercise the option to purchase as set forth herein is conditioned upon the faithful performance by Charter School of all its covenants, conditions, and agreements under this Agreement, and the payment by Charter School of all Base Rent and Additional Rent, and other obligations payable by Charter School under this Agreement to the date of the completion of the purchase of the Facility by Charter School.

Section 6.9 Adjustments. Adjustments and proration of taxes, water rents, insurance premiums, and similar items shall be made as of the date of the closing of title, in accordance with the practice approved by the parties.

Section 6.10 Security Deposit. The parties stipulate that no security deposit was paid by Charter School as part of this Agreement and that none is required.

Section 6.11 Priority. The option to purchase set forth herein shall be a covenant running with the Land, and no conveyance, transfer, easement, or encumbrance thereof shall defeat or adversely affect the option to purchase hereunder, subject to the provisions of Section 6.7.

Section 6.12 Assignment of Option; Binding Effect. With the prior approval of Nonprofit, which shall not be unreasonably withheld, the option to purchase hereunder is assignable, without cost to Charter School or Nonprofit, and with all of the rights and benefits of its predecessor in interest being transferred to the assignee, to (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions.

Section 6.13 Partial Prepayment. The amounts due under this Agreement are subject to partial prepayment at the option of Charter School's governing body at such time or times on or after the first Option Date as determined by Charter School's governing body. The amount of any partial prepayment shall be applied as set forth in Exhibit "C" and shall require the amendment of Exhibit "C" to reallocate the remaining payments between principal and interest, but shall not postpone the due dates of any remaining installments.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1 Maintenance and Facility Costs.

(a) By Charter School. Charter School agrees to keep the Facility in clean, safe and attractive condition, and to perform all Maintenance, Repairs and Replacements necessary or appropriate to maintain, preserve, and keep the Facility or cause the Facility 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 Charter School will from time to time make or cause to be made all necessary and proper Repairs. Charter School shall maintain service/maintenance contracts with manufacturer-authorized service providers for all elevators, HVAC equipment, and other capital equipment in the Facility, and shall perform all required service, Maintenance, Repairs and Replacements for such equipment as recommended by the manufacturers or service providers. In no event shall any work or items constituting Maintenance, Repairs or Replacements be considered improvements or Capital Improvements or give rise to a lien in favor of Charter School pursuant to NMSA 1978, §22-26A-5(H).

(b) By Nonprofit. Nonprofit shall not have any responsibility for keeping the Facility in clean, safe and attractive condition, or for the making of any Maintenance, Repairs, Replacements, additions or modifications to the Facility during the Term of this Agreement. If Charter School fails to keep the Facility in clean, safe and attractive condition, or fails to provide any necessary Maintenance, Repairs or Replacements, after written notice from Nonprofit, Nonprofit may either hold Charter School in default under this Agreement or, subject to agreement by Charter School and approval by PED pursuant to Article V herein, provide the same and offset the cost thereof by increasing the Base Rent in accordance with subparagraph 4.3 (c) (iii) above.

Section 7.2 Removal of Capital Improvements. Any permanent alterations, additions and Capital Improvements made by Nonprofit shall be the property of Nonprofit and considered a part of the Facility, and shall not be removed by Charter School without the prior written consent of Nonprofit. Except as provided for in Section 4.3 (c) and Section 9.2 of this Agreement, Charter School agrees and covenants with Nonprofit that any and all alterations, additions, and Capital Improvements made by Charter School (not including moveable furniture, equipment, portable or modular buildings and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces), will not be removed at the end of the Term unless requested by Nonprofit, and shall become a permanent part of the Facility at the termination of this Agreement, if not removed by the Charter School or required to be removed under the terms of this Agreement. Charter School agrees that if any alterations, additions, Capital Improvements, fixtures or other such items are removed at the termination hereof, it will repair or restore all damage caused by the removal, and that it will restore the area of such surface to its original appearance and condition, if removal of Charter School's personal property creates an unsightly condition, which restoration may include, without limitation, capping any electrical outlets and refinishing or replacing any surface areas where personal property, such as counters or shelving, may have been placed or attached.

Section 7.3 Liens. Neither Charter School nor Nonprofit shall directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Facility, other than the individual rights of Nonprofit and Charter School as herein provided, which include the rights of Nonprofit to obtain, replace and maintain mortgage financing and to sell the Facility subject to this Agreement. Except as otherwise expressly provided herein, Nonprofit or Charter School, respectively, shall promptly, at its own expense, take such

action as may be necessary to duly discharge or remove any such mortgage (other than as contemplated by Section 6.7 of this Agreement or as agreed to by the parties in writing), pledge, lien, charge, encumbrance or claim arising at any time from the respective agreements, acts or omissions of Nonprofit or Charter School, and the responsible party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim which arose from the agreements, acts or omissions of the other party as responsible party. Charter School shall be deemed the responsible party with respect to all Maintenance, Repairs and Replacements during the Term, and with respect to any Capital Improvements made by Charter School. Nothing herein shall limit Nonprofit's right to refinance or restructure debt against the Facility; however, no refinance or restructure shall impair Charter School's rights under the terms of this Agreement, subject to the provisions of Section 6.7. Nonprofit, within thirty (30) days of refinancing or restructuring, shall provide notification to Charter School with confirmation from the Nonprofit's Representative that this Agreement does not violate any term or condition of the restructured or refinanced obligation. If Nonprofit requests any agreement from Charter School in connection with said refinancing, Nonprofit shall pay for any of Charter School's reasonable and necessary costs associated with said agreement.

Section 7.4 Charter School's Insurance Obligations.

(a) Liability Insurance. Beginning on the Commencement Date, Charter School shall procure and maintain or cause to be carried and maintained in full force and effect during the Term and any extension thereof at Charter School's sole cost and expense and as Additional Rent above the Base Rent hereunder, such public liability insurance covering bodily injury, disease, illness or death, and property damage liability as is available from and provided by the New Mexico Public Schools Insurance Authority ("NMPSIA") or its successor, with limits of coverage not less than \$300,000 for each person for all past and future medical and medically-related expenses arising out of a single occurrence and \$400,000 in the aggregate for all claims other than medical or medically-related expenses arising out of a single occurrence, and \$100,000 for each accident for property damage liability for the benefit of both Charter School and Nonprofit as protection against all liability claims arising from activities on the Facility, causing Nonprofit and its mortgagee(s) from time to time to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Nonprofit upon the Commencement Date and annually thereafter prior to expiration of the policy. Charter School shall adjust such minimum coverage limits annually or as necessary to conform to the minimum coverage limits required for local public bodies pursuant to NMSA 1978, §41-4-19 and §41-4-20 and NMSA 1978, §22-29-1 through 22-29-11.

(b) Property Insurance. Subject to the availability of such coverage from NMPSIA, Charter School shall also carry and maintain or cause to be carried and maintained in full force and effect during the Term and any renewal thereof, at Charter School's sole cost and expense, fire and extended coverage insurance upon the Facility, including all buildings, alterations, additions, and improvements in an amount equal to their replacement values. Nonprofit and any lending institution(s) of record shall be named as additional insureds and loss payees on such Property Insurance Policy and shall be provided with a copy of this policy upon the Commencement Date and annually thereafter prior to expiration of the policy. In the event that the Facility should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Charter School shall have the option to either continue this Agreement and use the insurance proceeds to Replace or Repair the Facility on Nonprofit's behalf, or terminate this Agreement and tender to the Nonprofit all such insurance proceeds

attributable to the loss or damage to the Facility. If for any reason NMPSIA does not offer such insurance or Charter School is prohibited by law or regulation from carrying such insurance, Nonprofit may obtain such insurance, and Charter School shall pay Nonprofit the premiums of such insurance as Additional Rent, to the extent permitted by New Mexico law.

(c) Business Personal Property Insurance. Subject to the availability of such coverage from NMPSIA, the Charter School shall also carry and maintain Special form insurance for perils on all business personal property on the Facility including fixtures, machinery and equipment installed by the Charter School, and such other insurance as the Nonprofit may require if available to the Charter School by NMPSIA. Such insurance shall be in an amount equal to one hundred percent (100%) of the insurable value of such business personal property, if available by NMPSIA.

(d) Business Interruption Insurance. Charter School shall obtain Business Interruption Insurance with sufficient coverage to provide for payment of 12 months' Lease Payments and other fixed costs during any interruption of the Charter School's operations by reason of fire or other casualties contemplated in Section 7.4(b) above. The proceeds of such insurance shall be paid directly to Nonprofit and the obligations of Charter School to pay such amounts shall be excused to the extent of such payments.

(e) Workers' Compensation Insurance. If required by New Mexico law at any time during the Term, Charter School shall carry workers' compensation insurance covering all of its individual employees on, in, near, or about the Facility, and upon request shall furnish certificates to Nonprofit evidencing such coverage.

Section 7.5 Nonprofit's Insurance. The Nonprofit may obtain and maintain during the Term any insurance coverages deemed appropriate, at Nonprofit's own expense except as otherwise provided herein, which shall be for the benefit of Nonprofit and its mortgagees only, and which may include the following coverages:

(a) Property Insurance. Commercial property insurance covering the Facility and Building, including all fixtures, systems and Nonprofit's equipment. The amount of coverage shall equal the full estimated replacement cost of the property insured.

(b) Liability Insurance. Commercial general liability insurance with coverage limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Section 7.6 Damage, Destruction, or Condemnation; Use of Net Proceeds.

(a) Damage, Destruction, or Condemnation. If, during the Term of this Agreement, (i) the Facility 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, a portion of the Facility, which portion is not essential to the continued operation of Charter School, or is essential to the continued operation of Charter School but the replacement of which is feasible under this Section 7.6, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation authorized to exercise such power; (iii) breach of warranty or any material defect with respect to the Facility shall become apparent; or (iv) title to or the use of all or any portion of the Facility shall be lost by reason of defect in the title thereto, then, the Charter 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 Charter School, to pay Base Rent and Additional Rent.

(b) Repair and Replacement. To the extent not contrary to applicable law, the Charter School and, to the extent such Net Proceeds are within Nonprofit's control, the Nonprofit, shall cause such Net Proceeds to be deposited in a separate trust fund held by the Nonprofit or its mortgage lender (if so required under the mortgage documents). Except as set forth in Subsection (c) hereof, all Net Proceeds of any insurance, performance bonds, or condemnation awards owed to either the Charter School or Nonprofit shall be applied to the prompt Repair, restoration, modification, improvement, or Replacement of the Facility or any part of the Facility, as the case may be, by the Nonprofit or, at Nonprofit's option, by the Charter School. The party responsible for the Repair, restoration, modification, improvement or Replacement shall submit to the other, at least monthly, detailed written disbursement descriptions reasonably acceptable to Nonprofit 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. Nonprofit shall cooperate with the Charter 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 of the Facility or any part of the Facility paid for in whole or in part out of Net Proceeds of the Charter School's Insurance shall be the property of Nonprofit, subject to this Agreement, and shall be included as part of the Facility under this Agreement. Any Net Proceeds arising from the damage, destruction, condemnation or other involuntary conversion of the Facility, or any part thereof, are agreed to constitute a fund for the primary purpose of repair and restoration of the Facility, so that in no event shall Net Proceeds used for the Repair, restoration, modification, improvement or Replacement of the Facility or portion thereof as provided in this section be deemed to be funds of the State, school district or Charter School for purposes of NMSA 1978, §22-26A-5(H).

(c) Insufficiency of Net Proceeds for Facility. 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 Facility required under Subsection (b) hereof, Charter School shall send Nonprofit a written request to pay the amount of the insufficiency, and Nonprofit may elect to pay the amount of the insufficiency by written notice to Charter School within 15 days after receipt of such request. If Nonprofit does not elect to pay such amount, the Charter School shall elect one of the following options:

(i) The Charter School may, to the extent permitted by law, in accordance with Subsection (b) hereof, Repair, restore, modify, or improve the Facility or Replace the Facility (or portion thereof) with property of a value equal to or in excess of the Facility, and pay as Additional Rent any cost in excess of the amount of the Net Proceeds. To the extent the amounts have been specifically appropriated by the Charter School, and are available for the payment of such costs, and the Charter School agrees to make payments for such items pursuant to the provisions of this paragraph and to the extent permitted by law, the Charter School shall not be entitled to any reimbursement therefor from Nonprofit, nor shall the Charter 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 Facility becomes apparent), the Charter School has not appropriated amounts sufficient to proceed under clause (i) of this Subsection, the Charter School may make demand on the Nonprofit to make up the insufficiency in the Net Proceeds and if the Nonprofit refuses, the Charter School may terminate this Agreement.

(d) [Omitted].

(e) Cooperation. The parties to this Agreement 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 Facility or any portion thereof, and in the prosecution of any action relating to defaults or breaches of warranty under any contract relating to the Facility. Except to the extent Nonprofit is bound to accept a settlement under its mortgage loan documents, 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 Facility or any portion thereof without the written consent of the other party. Each party shall be responsible for its respective fees and expenses incurred under this section.

ARTICLE VIII CONDEMNATION; USE OF NET PROCEEDS

Section 8.1 Total Condemnation. In the event that all or any portion of the Facility that is essential to the continued operation of Charter School and the replacement of which is not feasible, is condemned by any governmental body or entity under the power of eminent domain or sold under threat of condemnation to any public body or entity exercising the power of eminent domain prior to Charter School's purchase of the Facility, this Agreement shall terminate as of the date possession is taken by the condemning authority, and Nonprofit shall be entitled to all compensation awarded, less an amount equal to Charter School's principal payments made to date in accordance with Article VI hereof, plus the value of any improvements placed on the Facility by Charter School pursuant to Article IX herein, which portions of the compensation awarded shall be paid to Charter School.

Section 8.2 Condemnation of Other Property Owned by Charter School. Charter School shall be entitled to the Net Proceeds of any condemnation award or portion thereof made for destruction of, damage to, or taking of its property not included in the Facility. Nonprofit agrees that Charter School shall have the option, upon written notice to Nonprofit, to enter an appearance and defend in any condemnation action as to the Facility, and upon such election, Nonprofit shall not be obligated to provide a defense as to any improvements placed in the Facility by Charter School, but Charter School may do so at its sole expense. In consideration for such option granted in this paragraph, Charter School agrees not to enter into any settlement agreement without Nonprofit's prior written consent as to the condemnation award to be paid for the taking or partial taking of any improvements made by Charter School, which consent shall not be unreasonably withheld.

ARTICLE IX
CHARTER SCHOOL'S IMPROVEMENTS, EQUIPMENT, AND WARRANTIES

Section 9.1 Capital Improvements to Facility. Charter School has successfully operated in the Facility for a sufficient period of time to be familiar with the Facility and satisfied with the Facility as it currently exists. Subject to Section 4.3 (c) above, Charter School, at its own expense, only with the prior written consent of Nonprofit, which shall not be unreasonably withheld, may remodel, or make additions, modifications, or other Capital Improvements to the Facility, provided that (i) such remodeling, modifications and additions or other Capital Improvements shall not in any way damage the Facility as it existed prior thereto, and shall become part of the Facility, subject to the other provisions of this Agreement; (ii) the value of the Facility after such remodeling, modifications, and additions or other Capital Improvements shall be at least as great as the value of the Facility prior thereto; and (iii) the Facility, after such remodeling, modifications, and additions or other Capital Improvements, shall continue to be used as set forth herein and shall otherwise be subject to the terms of this Agreement. Capital Improvements made by Charter School to the Facility shall not change the Lease Payments or the Purchase Price without a written amendment to this Agreement approved by the Public Education Department, provided that all additional costs imposed on Nonprofit (if any) due to such remodeling, modifications and additions or other Capital Improvements, as reasonably estimated and projected by Nonprofit, including additional costs for plan review, construction surveillance, lender approval, insurance and other projected additional out-of-pocket costs to Nonprofit, will be added to Base Rent and approved by the Public Education Department as a condition to Nonprofit's approval.

Section 9.2 Installation of Charter School's Equipment. Charter School may at any time and from time to time in its sole discretion and at its own expense, install items that cannot be considered "capital improvements" for purposes of NMSA 1978, §22-26A-5(H), including items of movable or removable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs, and such other furnishings and equipment as may in Charter School's judgment be necessary for its purposes in or upon the Facility. All such items shall remain the sole property of Charter School, in which Nonprofit shall have no interest, and may be modified or removed by Charter School at any time provided that Charter School shall remove such items and Repair and restore any and all damage to the Facility resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the Facility by Charter School. Nothing in this Agreement shall prevent Charter School from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Facility. Charter School's installation of any items under this Section shall be deemed to be a representation by Charter School, for Nonprofit's reliance in granting Charter School the rights under this Section, that the items cannot be considered "improvements" for purposes of NMSA 1978, §22-26A-5(H). In the event that any items installed by Charter School under this Section are ever claimed to be, or found by a court of competent jurisdiction to be, "improvements" for purposes of NMSA 1978, §22-26A-5(H), Nonprofit may, at its option, withdraw its consent to installation and reimburse the original cost of such items to Charter School, in which case the items will be deemed the property of Nonprofit and the funds expended for such

improvements will be deemed funds of the Nonprofit, and NMSA 1978, §22-26A-5(H) shall not apply.

Section 9.3 Warranties. Upon acceptance and purchase of the Facility by Charter School pursuant to Article VI hereof, Nonprofit shall assign to Charter School all of its interest, if any, in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the Facility, express or implied, issued on or applicable to the Facility, and Nonprofit hereby authorizes Charter School to obtain the customary services furnished in connection with such warranties and guarantees at Charter School's expense. Charter School's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the Facility and not against Nonprofit, nor shall such matter have any effect whatsoever on the rights of the Nonprofit with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.4 Acceptance of the Facility "As Is;" Disclaimer of Warranties. Upon the Commencement Date, Charter School accepts the Facility as is, with all faults, subject to the terms of this Agreement. Nonprofit makes no warranty or representation except as stated in Sections 2.2 and 9.3 hereof, either express or implied, as to the value, design, condition, merchantability, or fitness for any particular purpose or fitness for the use contemplated by Charter School of the Facility, or any other representation or warranty with respect to the Facility. Except as expressly stated in this Agreement, Nonprofit disclaims any and all warranties as to the Facility, express or implied. In no event shall Nonprofit be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Charter School's use of any portion of the Facility.

ARTICLE X ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING

Section 10.1 Assignment.

(a) Nonprofit may assign its rights and interests under this Agreement in its sole discretion to any mortgagee. Nonprofit may sell and convey the Facility, and assign its rights and interests under this Agreement to any person or entity acquiring the Facility from Nonprofit, provided that such person or entity acquiring the Facility (but not a mortgagee) shall assume all obligations of Nonprofit arising under this Agreement from and after the date of conveyance, and upon such assignment and assumption, Nonprofit shall be released from all obligations and liabilities to Charter School or otherwise under this Agreement or relating to the Facility arising from and after the date of conveyance.

(b) Subject to the other provisions of this Agreement, Charter School shall not assign its interests herein or sublease the Facility or any part thereof without the prior written consent of Nonprofit, which consent shall not be unreasonably withheld or delayed. Any consent by Nonprofit to any assignment or sublease shall not operate as consent to any further assignment or sublease, and any further assignment or sublease shall be subject to the prior written consent of Nonprofit in accordance with the provisions of this Section 10.1. No sublease shall relieve Charter

School from any obligation or liability under this Agreement. No assignment shall relieve Charter School from any obligations or liabilities to Nonprofit or otherwise under this Agreement arising on or before the date of assignment. Unless otherwise agreed to by the parties, no assignment permitted hereunder shall relieve Charter School from liability for the performance of its obligations under this Agreement for the remainder of the Term.

With the prior approval of Nonprofit, which shall not be unreasonably withheld, this Agreement is assignable by the Charter School, without cost to Charter School or Nonprofit and with all of the rights and benefits of its predecessor in interest being transferred to the assignee to: (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions. Nothing in Section 10.1 shall be construed to prohibit, limit, or restrict Charter School's ability to enter into a joint powers agreement for the shared use of the Facility, provided that each party to such agreement is a "public agency" as defined in the Joint Powers Agreement Act, Sections 11-1-1 through 11-1-7 NMSA 1978, and that both public agencies are authorized by their legislative or other governing bodies to jointly exercise any power common to the contracting parties as provided by law.

Section 10.2 Restriction on Mortgage or Sale of Facility by Charter School. Prior to closing on the purchase of the Facility, Charter School shall not mortgage, sell, assign, transfer, or convey the Facility or any portion thereof without the written consent of Nonprofit, which consent shall not be unreasonably withheld or delayed, and subject to the applicable provisions of the Public School Lease Purchase Act.

Section 10.3 Title. Upon Charter School's purchase of the Facility pursuant to Article VI of this Agreement, Nonprofit shall transfer its interest in the Facility to Charter School by a special warranty deed as provided in Section 6.6.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1 Events of Default Defined. Each of the following shall constitute an "Event of Default" under this Agreement, and the terms "Event of Default" and "Default" shall mean, whenever they are used herein, any one or more of the following events whether occurring voluntarily or involuntarily, by operation of law, or pursuant to any order of any State governmental agency or court of competent jurisdiction:

(a) failure by the Charter School to make funds available (through budgeting, appropriation and all other necessary actions) in the full amount of all Lease Payments and other obligations payable by Charter School under this Agreement, or failure to pay any Lease Payments during the Term of this Agreement on, before, or within five (5) days of the applicable due date, or failure to pay Additional Rent or other obligations payable by Charter School under this Agreement which become due during the Term of this Agreement, up to the amount specifically appropriated for the payment of Lease Payments and Additional Rent in accordance with the provisions hereof;

(b) Any representation made by Charter School or Nonprofit hereunder is later found to be untrue in any material respect as of the date it was made; or

(c) Charter School making, permitting, or suffering any unauthorized Capital Improvement or any assignment, transfer, or other disposition of this Agreement or any interest hereunder, or the Facility, any part of the Facility or any interest therein; or

(d) Failure by the Charter School or the Nonprofit 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, 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 is instituted by the defaulting party within such time period and diligently pursued until the default is corrected. Provided further that if the failure stated in the notice is a failure of Charter School to provide insurance or proof of insurance as required under this Agreement, the failure shall be remedied within two (2) business days, with no extensions available, after which Nonprofit may at its sole option force-place insurance protecting only its own interests and those of its mortgagees, the cost of which shall be reimbursed by Charter School within fifteen (15) days after demand as Additional Rent, and any such action shall not be deemed to cure the default; or

(e) The filing by Charter School or Nonprofit of a voluntary petition in bankruptcy, or failure by Charter School promptly to lift any execution, garnishment, or attachment of such consequence as would impair Charter School's ability to carry on its operations at the Facility, or adjudication of Charter School or Nonprofit as a bankrupt, or assignment by Charter School or Nonprofit for the benefit of creditors, or the entry by Charter School or Nonprofit into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Charter School or Nonprofit in any proceedings instituted under the provisions of the federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted; or

(f) The revocation or nonrenewal of Charter School's charter by the Public Education Commission or then-current authorizer and the failure of Charter School to petition to have such revocation or nonrenewal set aside or reversed, or the failure by the district court to set aside or reverse any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority, pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

Section 11.2 Remedies of Nonprofit upon Event of Default. Upon the happening and continuance of any event of default specified in Article XI of this Agreement, Nonprofit or its assigns may, without any further demand or notice to Charter School, take one or any combination of the following remedial steps:

(a) Terminate this Agreement and give written notice to Charter School to vacate the Facility within sixty days (60) days from the date of such notice.

(b) Lease all or any portion of the Facility as permitted by New Mexico law.

(c) Recover from Charter School: (i) to the extent the recovery thereof is permitted by law, the fair rental value of the use of the Facility during any period beyond the sixtieth (60th) day following the occurrence of the Event of Default; and (ii) Lease Payments and Additional Rent, which would otherwise have been payable by Charter School hereunder during the remainder, after the Charter School vacates the Facility, of the Fiscal Year in which such Event of Default occurs.

(d) Take whatever action either at law or in equity as Nonprofit or its legal counsel shall deem most effectual to protect and enforce this Agreement and Nonprofit's rights hereunder.

Section 11.3 Remedies of Charter School upon Event of Default. Upon the happening and continuance of any event of default by Nonprofit specified in Article XI of this Agreement, Charter School or its assigns may, without any further demand or notice to Nonprofit, take one or any combination of the following remedial steps:

(a) Give notice to the Nonprofit of the Charter School's intent to terminate this Agreement as of the end of the Charter School's then current fiscal year or sooner as determined by the Charter School, however, the obligations of the Charter School to pay Lease Payments and pay and perform all other obligations of Charter School hereunder shall continue until the Charter School vacates the Facility.

(b) Recover from the Nonprofit any amounts due Charter School as contemplated under NMSA 1978, §22-26A-5(H).

(c) Take whatever action either at law or in equity as Charter School or its legal counsel shall deem most effectual to protect and enforce this Agreement and Charter School's rights hereunder.

Section 11.4 Force Majeure. The provisions of Sections 11.1, 11.2 and 11.3 of this Agreement are subject to the following limitations: if by reason of *force majeure* Charter School or Nonprofit is unable in whole or in part to carry out its obligations under this Agreement, Nonprofit or Charter School shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the *force majeure* inability. The term "*force majeure*" as used herein shall mean, without limitation: 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 the State of New Mexico, or any of its departments, agencies or officials, or any civil or military authority other than Charter School or Nonprofit; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; pandemics; or any other cause or event not reasonably within the control of Nonprofit or Charter School and not resulting from the default or negligence of the party claiming a *force majeure* event. Nonprofit and Charter School agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their respective obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense of *force majeure*, acceding to the demands of the person or persons creating the strike, lockout or industrial disturbance, would be injurious to such party. In no event will *force majeure* excuse any failure of Charter School to make timely payment of Lease Payments and all other payment obligations of Charter School hereunder.

Section 11.5 Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder, at law or in equity, are cumulative and not exclusive of all other rights and remedies to which a party may be entitled herein, at law or in equity, in the event of breach or threatened breach by a party in default of any of the terms, conditions, and provisions contained herein.

Section 11.6 No Additional Waiver Implied by One Waiver. The failure, neglect, or omission of a non-defaulting party to terminate this Agreement or seek any other remedy for any breach or default shall not be deemed a consent by the non-defaulting party of such breach or default and shall not stop, bar, or prevent the non-defaulting party from thereafter terminating this Agreement or seeking any other remedy, for any other violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XII TITLE

Section 12.1 Title to Improvements. During the Term, Nonprofit shall hold legal title to the Facility and any and all items which constitute Capital Improvements, Maintenance, Repairs or Replacements, all subject to Charter School's rights and interests, both legal and equitable, under New Mexico statutory and common law, unless otherwise agreed to by the parties in writing.

Section 12.2 Public Property. Upon approval of this Agreement by the Public Education Department and execution of this Agreement by the parties pursuant to the Public School Lease Purchase Act, the Facility shall be considered to be a public property pursuant to NMSA 1978, §22-26A-5.1(B).

ARTICLE XIII HAZARDOUS MATERIALS LAWS

Section 13.1 Compliance with all Hazardous Materials Laws. From and after the Commencement Date, Charter School shall at all times keep and maintain the Facility in compliance with and shall not cause or permit the Facility or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the Facility, including, but not limited to, air, soil, subsurface and ground water conditions. Charter School shall not (and shall not permit any subtenant or other occupant of the Facility), except in accordance with applicable Hazardous Materials Laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the Facility any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous Materials shall include petroleum products. Upon request of Nonprofit, Charter School will prepare and provide such reports as will evidence compliance by Charter School with Hazardous Materials Laws, and which will evidence that the Facility and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable

federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the Facility ("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the Facility; (iii) all claims made or threatened by any third party against a party or the Facility relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the Facility that could cause the Facility to be subject to any restrictions on the ownership, transferability or use of the premises under any Hazardous Materials Law.

Section 13.2 Charter School's Responsibility. From and after the Commencement Date, Charter School shall be solely responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Nonprofit or Charter School directly or indirectly arising out of or attributable to the violation by Charter School of any Hazardous Materials Law, orders, written notice or demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the premises including, without limitation: the costs of any required or necessary investigation, repair, cleanup or detoxification of the Facility, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan and shall to the extent allowable by law applicable to public schools, indemnify Nonprofit and hold Nonprofit harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability subject to the limitations and waivers contained in the New Mexico Tort Claims Act and any insurance coverage issued pursuant thereto.

Section 13.3 Remedial Action Required. Without Nonprofit's prior written consent, which shall not be unreasonably withheld, Charter School shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Facility, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in Nonprofit's reasonable judgment, impair the value of Nonprofit's fee interest in the Facility; provided, however, that prior consent shall not be necessary in the event that: (i)(a) the presence of Hazardous Materials on, under, or about the Facility either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (b) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (c) such action is required by government order; and (ii) it is not possible to obtain Nonprofit's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Nonprofit agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Charter School establishes to the reasonable satisfaction of Nonprofit that there is no reasonable alternative to such remedial action that would result in less impairment to the value of Nonprofit's interest in the Facility.

Section 13.4 Survival of Charter School's Obligations and Liabilities. Charter School's obligations and liabilities hereunder with respect to Hazardous Materials Claims arising from Charter School's actions shall survive the expiration or other termination of this Agreement.

ARTICLE XIV LIMITATION OF LIABILITY

Section 14.1 Limitation of Liability. Neither party shall be liable for special, indirect, incidental, punitive or consequential damages arising from a breach of this Agreement.

ARTICLE XV MISCELLANEOUS

Section 15.1 Notices. All notices required under this Agreement shall be sufficiently given if in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by electronic mail, if a copy is sent by one of methods (i), (ii), or (iii) as soon as practicable thereafter, addressed to Nonprofit or Charter School, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section 15.1), and such notices shall be effective on the date of receipt thereof.

Nonprofit: Families and Youth, Incorporated
1320 S. Solano Dr.
Las Cruces, NM 88001
Attention: Brian Kavanaugh, CEO
Telephone: 575-522-4004

With a copy to: Rodey Law Firm
201 Third Street NW, Suite 2200
Albuquerque, NM 87102
Attention: Charles Seibert
Telephone: 505-768-7292
cseibert@rodey.com

The Charter School: New America School – Las Cruces
207 Main St.
Las Cruces, NM 88001
Attention: Head Administrator
Telephone: 575-527-9085

With a copy to: Matthews Fox, P.C.
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505
Attn: Susan Fox
Telephone: (505)473-3020

Section 15.2 Further Assurances and Corrective Instruments. Nonprofit and Charter School agree that so long as this Agreement is in full force and effect and no Event of Default shall have occurred, Nonprofit and Charter School shall have full power to carry out the acts and agreements provided herein and they will, so far as 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 Facility hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Agreement.

Section 15.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Nonprofit and Charter School and their respective successors and assigns.

Section 15.4 Severability. In the event that any provision of this Agreement, other than (i) the requirement of the Charter School to pay Lease Payments and other payment obligations hereunder; (ii) the requirement of Charter School to obtain prior written consent of Nonprofit before undertaking any improvement that, if constructed or acquired using State or Charter School's funds, above those required for Lease Payments hereunder, might give rise to a lien on the real estate in favor of Charter School pursuant to NMSA 1978, §22-26A-5(H); (iii) the parties' agreement that any work or items constituting Maintenance, Repairs or Replacements shall not give rise to such a lien; (iv) the requirement of Nonprofit to provide quiet enjoyment of the Facility, and (v) the requirement that the obligations of the Charter School to pay Lease Payments and other payment obligations under this Agreement are conditioned upon the prior specific appropriation by the Charter 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.

Section 15.5 Amendments, Changes, and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both Charter School and Nonprofit. Amendments to this Agreement, except amendments that would improve the building or other real property without additional financial obligations to the Charter School, shall be approved by the Public Education Department pursuant to NMSA 1978, 22-26A-5(L).

Section 15.6 Further Assurances and Corrective Instruments. Nonprofit and Charter School agree that they will, if necessary, 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 carrying out the expressed intention of this Agreement.

Section 15.7 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.8 Applicable Law. Each party shall perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Charter School shall comply with, and shall not cause or permit the Facility or any activities conducted

thereon to be in violation of, any federal, state or local law, ordinance or regulation. This Agreement 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 Agreement shall be brought in Las Cruces before the Third Judicial District Court of the State of New Mexico.

Section 15.9 Nonprofit and Charter School Representatives. Whenever under the provisions of this Agreement the approval of Nonprofit or Charter School is required, or Nonprofit or Charter School is required to take some action at the request of the other, such approval or such request shall be given for Nonprofit by a Nonprofit Representative and for Charter School by a Charter School Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.10 Integration. This Agreement contains all of the agreements of Charter School and Nonprofit respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.11 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.

Section 15.12 Captions. The captions and paragraph headings of this Agreement 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 Agreement. 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 Agreement shall not be interpreted for or against either party based on authorship.

Section 15.13 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. "Business days" means any day other than a Saturday, Sunday or holiday as observed by the State of New Mexico.

Section 15.14 No Individual Liability. All covenants, stipulations, promises, agreements, and obligations of the Charter School or Nonprofit, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Charter School or Nonprofit, as the case may be, and not of any member, director, officer, employee, or other agent of the Charter School or Nonprofit 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 Charter School or Nonprofit or any natural person executing this Agreement or any related document or instrument.

Section 15.15 Waiver. No term of this Agreement 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 Agreement. A waiver by one party of a failure of the other party to fully comply with any of the terms of this Agreement shall not be construed to be a waiver of any subsequent failure to comply or any other failure to comply.

Section 15.16. Estoppel. Within ten (10) days after written request from Nonprofit, Charter School shall execute and deliver to Nonprofit or Nonprofit's designee, a written statement certifying (a) that this Agreement is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and Additional Rent have been paid in advance; and (c) that Nonprofit is not in default hereunder or, if Nonprofit is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Charter School's failure to execute and deliver such statement within the time required shall at Nonprofit's election be a default under this Agreement and shall also be conclusive upon Charter School that: (i) this Agreement is in full force and effect and has not been modified except as represented by Nonprofit; (ii) there are no uncured defaults in Nonprofit's performance and that Charter School has no right of offset, counterclaim or deduction against Rent; and (iii) not more than one month's Base Rent has been paid in advance.

Section 15.17 Administrative Approval. Pursuant to NMSA 1978, §22-26A-4, the parties to this Agreement acknowledge that they have obtained the required statutory approval from both the Public Education Department and the Public School Facilities Authority, prior to execution of this Agreement.

Section 15.18. Time of the Essence. Time is of the essence of this Agreement.

Section 15.19. Agreement Not to be Recorded; Memorandum of Agreement. This Agreement shall not be recorded in any county real property records. At the time of execution of this Agreement, the parties shall execute a memorandum hereof, conforming to the requirements of NMSA 1978 § 14-9-1 (1991), in the form attached hereto as Exhibit "F," to be recorded by Nonprofit. In the event of termination or expiration of this Agreement, Nonprofit may make and record an affidavit signed by an officer, manager, or other authorized person that the Agreement has terminated or expired, which will be conclusive proof to a good faith purchaser or lender that the Agreement has terminated or expired. Nonprofit shall mail a copy of such affidavit to Charter School at the time of recording.

IN WITNESS WHEREOF, Nonprofit and Charter School, each acting through their duly authorized agent or legal representative, have made and executed this Agreement as of the date first above.

(Signatures begin on following page)

FAMILIES AND YOUTH, INCORPORATED
a New Mexico non-profit corporation

By: Brian Kavanaugh
Name: Brian Kavanaugh
Title: CEO

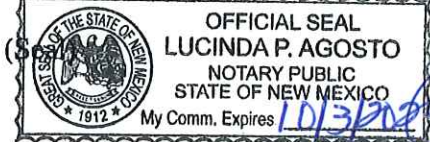
NEW AMERICA SCHOOL – LAS CRUCES
a New Mexico public charter school

By: Susie Kimble
Name: Susie Kimble
Title: GC President

ACKNOWLEDGEMENT

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

April 27, 2021, by Brian Kavanaugh as CEO of
Families and Youth, Incorporated, a New Mexico non-profit corporation.

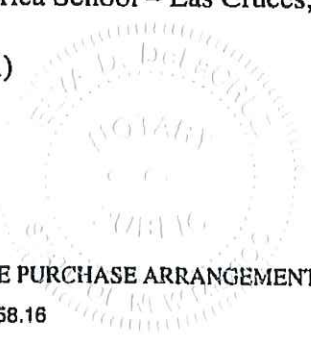


Lucinda P Agosto
Notary Public
My Commission Expires: 10/3/24

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

This LEASE PURCHASE ARRANGEMENT was acknowledged before me on
April 8, 2021, by Susie Kimble, as chair of the governing body of New
America School – Las Cruces, a New Mexico public charter school.

(Seal)



Elise Deluca
Notary Public
My Commission Expires: April 23, 2022

EXHIBIT A

The land referred to in this Commitment is described as follows:

Tract 1:

A tract of land situate in Las Cruces, Dona Ana County, New Mexico, being part of O.T.S. 20, of the Downtown Urban Renewal Project NM R-4, filed November 27, 1973 in Book 11, Pages 74-82, Dona Ana County records and being more particularly described as follows, to wit:

Beginning at a painted "x" on the South line of May Avenue for the Northwest corner of this tract; whence Brass Cap No.15 of the Downtown Urban Renewal Project NM R-4 bears S.74°41'23"W., 67.96 feet;

Thence from the point of beginning and along the East line of May Avenue N.76°23'58"E., 142.46 feet to a painted "x" for the Northeast corner of this tract;

Thence S.14°41'03"E., 137.78 feet to a painted "x" for the Southeast corner of this tract;

Thence S.76°06'28"W., 8.38 feet to a painted "x" for an angle point of this tract;

Thence partially along two buildings S.75°58'38"W., 137.25 feet to a ½" iron rod found on the East line of the vacated Main Street for the Southwest corner of this tract;

Thence along the East line of the vacated Main Street, N.13°22'11"W., 138.81 feet to the point of beginning.

Tract 2:

A tract of land situate in Las Cruces, Dona Ana County, New Mexico, being part of O.T.S. 20, of the Downtown Urban Renewal Project NM R-4, filed November 27, 1973 in Book 11, Pages 74-82, Dona Ana County records and being more particularly described as follows, to wit:

Beginning at a painted "x" on the South line of May Avenue for the Northwest corner of this tract; whence Brass Cap No.15 of the Downtown Urban Renewal Project NM-R4 bears the following two courses and distances: S.76°23'58"W., 142.46 feet; thence S.74°41'23"W., 67.96 feet;

Thence from the point of beginning and along the East line of May Avenue, N.76°23'58"E., 130.19 feet to a ½" iron rod set on the West line of Church Street for the Northeast corner of this tract;

Thence along the West line of Church Street, S.12°31'42"E., 137.05 feet to a ½" iron rod set for the Southeast corner of this tract;

Thence leaving the West line of Church Street, S.76°03'40"W., 113.40 feet to a painted "x" for an angle point of this tract;

Thence S.76°06'28"W., 11.62 feet to a painted "x" for the Southwest corner of this tract;

Thence N.14°41'03"W., 137.78 feet to the point of beginning.

EXHIBIT "B"

The Existing Building Included in the Facility

EXHIBIT "C"

Lease Payments

Purchase Price: \$3,770,000

Down Payment: \$650,000

Initial Unpaid Balance of the Purchase Price: \$3,120,000

Interest Rate for the Unpaid Purchase Price: 8.325% per annum (subject to change per the Agreement)

Spread Between Nonprofit's Loan Interest Rate and Unpaid Purchase Price Interest Rate: Approximately 4.375% per annum.

Application of Partial Prepayments: Any partial prepayment shall not postpone the due dates of any remaining installments of Base Rent, but the payment schedule below will be recalculated and this Exhibit "C" will be replaced (subject to PED approval) to correctly allocate remaining installment payments between principal and interest, and to adjust the scheduled final payment date and amount. *Example:* a prepayment of \$100,000 in principal on May 1, 2036 would not defer or excuse the obligation to pay the monthly Base Rent installments due on May 15, 2036 and thereafter, but would cause the purchase price to be paid in full approximately 9 months earlier than shown below.

Base Rent Installment Payment Schedule and Amortization Table:

May 2021	\$24,756.21	\$3,111.21	\$21,645.00	\$21,645.00	\$3,116,888.79
Jun 2021	\$24,756.21	\$3,132.80	\$21,623.42	\$43,268.42	\$3,113,755.99
Jul 2021	\$24,756.21	\$3,154.53	\$21,601.68	\$64,870.10	\$3,110,601.46
Aug 2021	\$24,756.21	\$3,176.42	\$21,579.80	\$86,449.90	\$3,107,425.04
Sep 2021	\$24,756.21	\$3,198.45	\$21,557.76	\$108,007.66	\$3,104,226.59
Oct 2021	\$24,756.21	\$3,220.64	\$21,535.57	\$129,543.23	\$3,101,005.95
Nov 2021	\$24,756.21	\$3,242.98	\$21,513.23	\$151,056.46	\$3,097,762.97
Dec 2021	\$24,756.21	\$3,265.48	\$21,490.73	\$172,547.19	\$3,094,497.49
Jan 2022	\$24,756.21	\$3,288.14	\$21,468.08	\$194,015.26	\$3,091,209.35
Feb 2022	\$24,756.21	\$3,310.95	\$21,445.26	\$215,460.53	\$3,087,898.40
Mar 2022	\$24,756.21	\$3,333.92	\$21,422.30	\$236,882.82	\$3,084,564.48

Apr 2022	\$24,756.21	\$3,357.05	\$21,399.17	\$258,281.99	\$3,081,207.44
May 2022	\$24,756.21	\$3,380.34	\$21,375.88	\$279,657.87	\$3,077,827.10
Jun 2022	\$24,756.21	\$3,403.79	\$21,352.43	\$301,010.29	\$3,074,423.31
Jul 2022	\$24,756.21	\$3,427.40	\$21,328.81	\$322,339.10	\$3,070,995.91
Aug 2022	\$24,756.21	\$3,451.18	\$21,305.03	\$343,644.14	\$3,067,544.74
Sep 2022	\$24,756.21	\$3,475.12	\$21,281.09	\$364,925.23	\$3,064,069.61
Oct 2022	\$24,756.21	\$3,499.23	\$21,256.98	\$386,182.21	\$3,060,570.38
Nov 2022	\$24,756.21	\$3,523.51	\$21,232.71	\$407,414.92	\$3,057,046.88
Dec 2022	\$24,756.21	\$3,547.95	\$21,208.26	\$428,623.18	\$3,053,498.93
Jan 2023	\$24,756.21	\$3,572.56	\$21,183.65	\$449,806.83	\$3,049,926.36
Feb 2023	\$24,756.21	\$3,597.35	\$21,158.86	\$470,965.70	\$3,046,329.02
Mar 2023	\$24,756.21	\$3,622.31	\$21,133.91	\$492,099.60	\$3,042,706.71
Apr 2023	\$24,756.21	\$3,647.43	\$21,108.78	\$513,208.38	\$3,039,059.28
May 2023	\$24,756.21	\$3,672.74	\$21,083.47	\$534,291.86	\$3,035,386.54
Jun 2023	\$24,756.21	\$3,698.22	\$21,057.99	\$555,349.85	\$3,031,688.32
Jul 2023	\$24,756.21	\$3,723.88	\$21,032.34	\$576,382.19	\$3,027,964.44
Aug 2023	\$24,756.21	\$3,749.71	\$21,006.50	\$597,388.69	\$3,024,214.73
Sep 2023	\$24,756.21	\$3,775.72	\$20,980.49	\$618,369.18	\$3,020,439.01
Oct 2023	\$24,756.21	\$3,801.92	\$20,954.30	\$639,323.48	\$3,016,637.09
Nov 2023	\$24,756.21	\$3,828.29	\$20,927.92	\$660,251.40	\$3,012,808.80
Dec 2023	\$24,756.21	\$3,854.85	\$20,901.36	\$681,152.76	\$3,008,953.95
Jan 2024	\$24,756.21	\$3,881.59	\$20,874.62	\$702,027.37	\$3,005,072.35
Feb 2024	\$24,756.21	\$3,908.52	\$20,847.69	\$722,875.06	\$3,001,163.83
Mar 2024	\$24,756.21	\$3,935.64	\$20,820.57	\$743,695.64	\$2,997,228.19
Apr 2024	\$24,756.21	\$3,962.94	\$20,793.27	\$764,488.91	\$2,993,265.25

May 2024	\$24,756.21	\$3,990.44	\$20,765.78	\$785,254.69	\$2,989,274.82
Jun 2024	\$24,756.21	\$4,018.12	\$20,738.09	\$805,992.78	\$2,985,256.70
Jul 2024	\$24,756.21	\$4,045.99	\$20,710.22	\$826,703.00	\$2,981,210.70
Aug 2024	\$24,756.21	\$4,074.06	\$20,682.15	\$847,385.15	\$2,977,136.64
Sep 2024	\$24,756.21	\$4,102.33	\$20,653.89	\$868,039.03	\$2,973,034.31
Oct 2024	\$24,756.21	\$4,130.79	\$20,625.43	\$888,664.46	\$2,968,903.52
Nov 2024	\$24,756.21	\$4,159.44	\$20,596.77	\$909,261.23	\$2,964,744.08
Dec 2024	\$24,756.21	\$4,188.30	\$20,567.91	\$929,829.14	\$2,960,555.78
Jan 2025	\$24,756.21	\$4,217.36	\$20,538.86	\$950,367.99	\$2,956,338.42
Feb 2025	\$24,756.21	\$4,246.61	\$20,509.60	\$970,877.59	\$2,952,091.81
Mar 2025	\$24,756.21	\$4,276.08	\$20,480.14	\$991,357.73	\$2,947,815.73
Apr 2025	\$24,756.21	\$4,305.74	\$20,450.47	\$1,011,808.20	\$2,943,509.99
May 2025	\$24,756.21	\$4,335.61	\$20,420.60	\$1,032,228.80	\$2,939,174.38
Jun 2025	\$24,756.21	\$4,365.69	\$20,390.52	\$1,052,619.32	\$2,934,808.69
Jul 2025	\$24,756.21	\$4,395.98	\$20,360.24	\$1,072,979.56	\$2,930,412.71
Aug 2025	\$24,756.21	\$4,426.47	\$20,329.74	\$1,093,309.30	\$2,925,986.24
Sep 2025	\$24,756.21	\$4,457.18	\$20,299.03	\$1,113,608.33	\$2,921,529.05
Oct 2025	\$24,756.21	\$4,488.10	\$20,268.11	\$1,133,876.43	\$2,917,040.95
Nov 2025	\$24,756.21	\$4,519.24	\$20,236.97	\$1,154,113.41	\$2,912,521.71
Dec 2025	\$24,756.21	\$4,550.59	\$20,205.62	\$1,174,319.03	\$2,907,971.11
Jan 2026	\$24,756.21	\$4,582.16	\$20,174.05	\$1,194,493.08	\$2,903,388.95
Feb 2026	\$24,756.21	\$4,613.95	\$20,142.26	\$1,214,635.34	\$2,898,775.00
Mar 2026	\$24,756.21	\$4,645.96	\$20,110.25	\$1,234,745.59	\$2,894,129.04
Apr 2026	\$24,756.21	\$4,678.19	\$20,078.02	\$1,254,823.61	\$2,889,450.84
May 2026	\$24,756.21	\$4,710.65	\$20,045.57	\$1,274,869.17	\$2,884,740.20

Jun 2026	\$24,756.21	\$4,743.33	\$20,012.89	\$1,294,882.06	\$2,879,996.87
Jul 2026	\$24,756.21	\$4,776.23	\$19,979.98	\$1,314,862.04	\$2,875,220.63
Aug 2026	\$24,756.21	\$4,809.37	\$19,946.84	\$1,334,808.88	\$2,870,411.26
Sep 2026	\$24,756.21	\$4,842.73	\$19,913.48	\$1,354,722.36	\$2,865,568.53
Oct 2026	\$24,756.21	\$4,876.33	\$19,879.88	\$1,374,602.24	\$2,860,692.20
Nov 2026	\$24,756.21	\$4,910.16	\$19,846.05	\$1,394,448.29	\$2,855,782.04
Dec 2026	\$24,756.21	\$4,944.22	\$19,811.99	\$1,414,260.28	\$2,850,837.81
Jan 2027	\$24,756.21	\$4,978.53	\$19,777.69	\$1,434,037.97	\$2,845,859.29
Feb 2027	\$24,756.21	\$5,013.06	\$19,743.15	\$1,453,781.12	\$2,840,846.22
Mar 2027	\$24,756.21	\$5,047.84	\$19,708.37	\$1,473,489.49	\$2,835,798.38
Apr 2027	\$24,756.21	\$5,082.86	\$19,673.35	\$1,493,162.84	\$2,830,715.52
May 2027	\$24,756.21	\$5,118.12	\$19,638.09	\$1,512,800.93	\$2,825,597.40
Jun 2027	\$24,756.21	\$5,153.63	\$19,602.58	\$1,532,403.51	\$2,820,443.77
Jul 2027	\$24,756.21	\$5,189.38	\$19,566.83	\$1,551,970.34	\$2,815,254.38
Aug 2027	\$24,756.21	\$5,225.39	\$19,530.83	\$1,571,501.16	\$2,810,029.00
Sep 2027	\$24,756.21	\$5,261.64	\$19,494.58	\$1,590,995.74	\$2,804,767.36
Oct 2027	\$24,756.21	\$5,298.14	\$19,458.07	\$1,610,453.81	\$2,799,469.22
Nov 2027	\$24,756.21	\$5,334.90	\$19,421.32	\$1,629,875.13	\$2,794,134.33
Dec 2027	\$24,756.21	\$5,371.91	\$19,384.31	\$1,649,259.44	\$2,788,762.42
Jan 2028	\$24,756.21	\$5,409.17	\$19,347.04	\$1,668,606.48	\$2,783,353.25
Feb 2028	\$24,756.21	\$5,446.70	\$19,309.51	\$1,687,915.99	\$2,777,906.55
Mar 2028	\$24,756.21	\$5,484.49	\$19,271.73	\$1,707,187.72	\$2,772,422.06
Apr 2028	\$24,756.21	\$5,522.53	\$19,233.68	\$1,726,421.40	\$2,766,899.53
May 2028	\$24,756.21	\$5,560.85	\$19,195.37	\$1,745,616.76	\$2,761,338.68
Jun 2028	\$24,756.21	\$5,599.43	\$19,156.79	\$1,764,773.55	\$2,755,739.25

Jul 2028	\$24,756.21	\$5,638.27	\$19,117.94	\$1,783,891.49	\$2,750,100.98
Aug 2028	\$24,756.21	\$5,677.39	\$19,078.83	\$1,802,970.32	\$2,744,423.59
Sep 2028	\$24,756.21	\$5,716.77	\$19,039.44	\$1,822,009.75	\$2,738,706.82
Oct 2028	\$24,756.21	\$5,756.43	\$18,999.78	\$1,841,009.53	\$2,732,950.39
Nov 2028	\$24,756.21	\$5,796.37	\$18,959.84	\$1,859,969.38	\$2,727,154.02
Dec 2028	\$24,756.21	\$5,836.58	\$18,919.63	\$1,878,889.01	\$2,721,317.44
Jan 2029	\$24,756.21	\$5,877.07	\$18,879.14	\$1,897,768.15	\$2,715,440.36
Feb 2029	\$24,756.21	\$5,917.85	\$18,838.37	\$1,916,606.51	\$2,709,522.52
Mar 2029	\$24,756.21	\$5,958.90	\$18,797.31	\$1,935,403.83	\$2,703,563.62
Apr 2029	\$24,756.21	\$6,000.24	\$18,755.97	\$1,954,159.80	\$2,697,563.38
May 2029	\$24,756.21	\$6,041.87	\$18,714.35	\$1,972,874.14	\$2,691,521.51
Jun 2029	\$24,756.21	\$6,083.78	\$18,672.43	\$1,991,546.58	\$2,685,437.73
Jul 2029	\$24,756.21	\$6,125.99	\$18,630.22	\$2,010,176.80	\$2,679,311.74
Aug 2029	\$24,756.21	\$6,168.49	\$18,587.73	\$2,028,764.52	\$2,673,143.25
Sep 2029	\$24,756.21	\$6,211.28	\$18,544.93	\$2,047,309.46	\$2,666,931.97
Oct 2029	\$24,756.21	\$6,254.37	\$18,501.84	\$2,065,811.30	\$2,660,677.60
Nov 2029	\$24,756.21	\$6,297.76	\$18,458.45	\$2,084,269.75	\$2,654,379.84
Dec 2029	\$24,756.21	\$6,341.45	\$18,414.76	\$2,102,684.51	\$2,648,038.38
Jan 2030	\$24,756.21	\$6,385.45	\$18,370.77	\$2,121,055.27	\$2,641,652.94
Feb 2030	\$24,756.21	\$6,429.75	\$18,326.47	\$2,139,381.74	\$2,635,223.19
Mar 2030	\$24,756.21	\$6,474.35	\$18,281.86	\$2,157,663.60	\$2,628,748.84
Apr 2030	\$24,756.21	\$6,519.27	\$18,236.95	\$2,175,900.55	\$2,622,229.57
May 2030	\$24,756.21	\$6,564.50	\$18,191.72	\$2,194,092.26	\$2,615,665.08
Jun 2030	\$24,756.21	\$6,610.04	\$18,146.18	\$2,212,238.44	\$2,609,055.04
Jul 2030	\$24,756.21	\$6,655.89	\$18,100.32	\$2,230,338.76	\$2,602,399.15

Aug 2030	\$24,756.21	\$6,702.07	\$18,054.14	\$2,248,392.90	\$2,595,697.08
Sep 2030	\$24,756.21	\$6,748.56	\$18,007.65	\$2,266,400.55	\$2,588,948.51
Oct 2030	\$24,756.21	\$6,795.38	\$17,960.83	\$2,284,361.38	\$2,582,153.13
Nov 2030	\$24,756.21	\$6,842.53	\$17,913.69	\$2,302,275.07	\$2,575,310.61
Dec 2030	\$24,756.21	\$6,890.00	\$17,866.22	\$2,320,141.29	\$2,568,420.61
Jan 2031	\$24,756.21	\$6,937.79	\$17,818.42	\$2,337,959.71	\$2,561,482.82
Feb 2031	\$24,756.21	\$6,985.93	\$17,770.29	\$2,355,729.99	\$2,554,496.89
Mar 2031	\$24,756.21	\$7,034.39	\$17,721.82	\$2,373,451.82	\$2,547,462.50
Apr 2031	\$24,756.21	\$7,083.19	\$17,673.02	\$2,391,124.84	\$2,540,379.31
May 2031	\$24,756.21	\$7,132.33	\$17,623.88	\$2,408,748.72	\$2,533,246.98
Jun 2031	\$24,756.21	\$7,181.81	\$17,574.40	\$2,426,323.12	\$2,526,065.17
Jul 2031	\$24,756.21	\$7,231.64	\$17,524.58	\$2,443,847.70	\$2,518,833.53
Aug 2031	\$24,756.21	\$7,281.81	\$17,474.41	\$2,461,322.10	\$2,511,551.72
Sep 2031	\$24,756.21	\$7,332.32	\$17,423.89	\$2,478,745.99	\$2,504,219.40
Oct 2031	\$24,756.21	\$7,383.19	\$17,373.02	\$2,496,119.02	\$2,496,836.21
Nov 2031	\$24,756.21	\$7,434.41	\$17,321.80	\$2,513,440.82	\$2,489,401.80
Dec 2031	\$24,756.21	\$7,485.99	\$17,270.22	\$2,530,711.04	\$2,481,915.81
Jan 2032	\$24,756.21	\$7,537.92	\$17,218.29	\$2,547,929.33	\$2,474,377.89
Feb 2032	\$24,756.21	\$7,590.22	\$17,166.00	\$2,565,095.33	\$2,466,787.67
Mar 2032	\$24,756.21	\$7,642.87	\$17,113.34	\$2,582,208.67	\$2,459,144.80
Apr 2032	\$24,756.21	\$7,695.90	\$17,060.32	\$2,599,268.99	\$2,451,448.91
May 2032	\$24,756.21	\$7,749.29	\$17,006.93	\$2,616,275.91	\$2,443,699.62
Jun 2032	\$24,756.21	\$7,803.05	\$16,953.17	\$2,633,229.08	\$2,435,896.57
Jul 2032	\$24,756.21	\$7,857.18	\$16,899.03	\$2,650,128.11	\$2,428,039.39
Aug 2032	\$24,756.21	\$7,911.69	\$16,844.52	\$2,666,972.63	\$2,420,127.70

Sep 2032	\$24,756.21	\$7,966.58	\$16,789.64	\$2,683,762.27	\$2,412,161.13
Oct 2032	\$24,756.21	\$8,021.84	\$16,734.37	\$2,700,496.64	\$2,404,139.28
Nov 2032	\$24,756.21	\$8,077.50	\$16,678.72	\$2,717,175.35	\$2,396,061.78
Dec 2032	\$24,756.21	\$8,133.53	\$16,622.68	\$2,733,798.03	\$2,387,928.25
Jan 2033	\$24,756.21	\$8,189.96	\$16,566.25	\$2,750,364.29	\$2,379,738.29
Feb 2033	\$24,756.21	\$8,246.78	\$16,509.43	\$2,766,873.72	\$2,371,491.51
Mar 2033	\$24,756.21	\$8,303.99	\$16,452.22	\$2,783,325.94	\$2,363,187.52
Apr 2033	\$24,756.21	\$8,361.60	\$16,394.61	\$2,799,720.56	\$2,354,825.92
May 2033	\$24,756.21	\$8,419.61	\$16,336.60	\$2,816,057.16	\$2,346,406.31
Jun 2033	\$24,756.21	\$8,478.02	\$16,278.19	\$2,832,335.35	\$2,337,928.30
Jul 2033	\$24,756.21	\$8,536.84	\$16,219.38	\$2,848,554.73	\$2,329,391.46
Aug 2033	\$24,756.21	\$8,596.06	\$16,160.15	\$2,864,714.89	\$2,320,795.40
Sep 2033	\$24,756.21	\$8,655.69	\$16,100.52	\$2,880,815.40	\$2,312,139.71
Oct 2033	\$24,756.21	\$8,715.74	\$16,040.47	\$2,896,855.87	\$2,303,423.96
Nov 2033	\$24,756.21	\$8,776.21	\$15,980.00	\$2,912,835.88	\$2,294,647.75
Dec 2033	\$24,756.21	\$8,837.09	\$15,919.12	\$2,928,755.00	\$2,285,810.66
Jan 2034	\$24,756.21	\$8,898.40	\$15,857.81	\$2,944,612.81	\$2,276,912.26
Feb 2034	\$24,756.21	\$8,960.13	\$15,796.08	\$2,960,408.89	\$2,267,952.12
Mar 2034	\$24,756.21	\$9,022.29	\$15,733.92	\$2,976,142.80	\$2,258,929.83
Apr 2034	\$24,756.21	\$9,084.89	\$15,671.33	\$2,991,814.13	\$2,249,844.94
May 2034	\$24,756.21	\$9,147.91	\$15,608.30	\$3,007,422.43	\$2,240,697.03
Jun 2034	\$24,756.21	\$9,211.38	\$15,544.84	\$3,022,967.26	\$2,231,485.65
Jul 2034	\$24,756.21	\$9,275.28	\$15,480.93	\$3,038,448.20	\$2,222,210.37
Aug 2034	\$24,756.21	\$9,339.63	\$15,416.58	\$3,053,864.78	\$2,212,870.74
Sep 2034	\$24,756.21	\$9,404.42	\$15,351.79	\$3,069,216.57	\$2,203,466.32

Oct 2034	\$24,756.21	\$9,469.67	\$15,286.55	\$3,084,503.12	\$2,193,996.66
Nov 2034	\$24,756.21	\$9,535.36	\$15,220.85	\$3,099,723.97	\$2,184,461.29
Dec 2034	\$24,756.21	\$9,601.51	\$15,154.70	\$3,114,878.67	\$2,174,859.78
Jan 2035	\$24,756.21	\$9,668.12	\$15,088.09	\$3,129,966.76	\$2,165,191.66
Feb 2035	\$24,756.21	\$9,735.20	\$15,021.02	\$3,144,987.78	\$2,155,456.46
Mar 2035	\$24,756.21	\$9,802.73	\$14,953.48	\$3,159,941.26	\$2,145,653.73
Apr 2035	\$24,756.21	\$9,870.74	\$14,885.47	\$3,174,826.73	\$2,135,782.99
May 2035	\$24,756.21	\$9,939.22	\$14,816.99	\$3,189,643.72	\$2,125,843.77
Jun 2035	\$24,756.21	\$10,008.17	\$14,748.04	\$3,204,391.76	\$2,115,835.60
Jul 2035	\$24,756.21	\$10,077.60	\$14,678.61	\$3,219,070.37	\$2,105,758.00
Aug 2035	\$24,756.21	\$10,147.52	\$14,608.70	\$3,233,679.07	\$2,095,610.48
Sep 2035	\$24,756.21	\$10,217.92	\$14,538.30	\$3,248,217.37	\$2,085,392.57
Oct 2035	\$24,756.21	\$10,288.80	\$14,467.41	\$3,262,684.78	\$2,075,103.76
Nov 2035	\$24,756.21	\$10,360.18	\$14,396.03	\$3,277,080.81	\$2,064,743.58
Dec 2035	\$24,756.21	\$10,432.05	\$14,324.16	\$3,291,404.97	\$2,054,311.53
Jan 2036	\$24,756.21	\$10,504.43	\$14,251.79	\$3,305,656.76	\$2,043,807.10
Feb 2036	\$24,756.21	\$10,577.30	\$14,178.91	\$3,319,835.67	\$2,033,229.80
Mar 2036	\$24,756.21	\$10,650.68	\$14,105.53	\$3,333,941.20	\$2,022,579.12
Apr 2036	\$24,756.21	\$10,724.57	\$14,031.64	\$3,347,972.84	\$2,011,854.55
May 2036	\$24,756.21	\$10,798.97	\$13,957.24	\$3,361,930.08	\$2,001,055.58
Jun 2036	\$24,756.21	\$10,873.89	\$13,882.32	\$3,375,812.41	\$1,990,181.69
Jul 2036	\$24,756.21	\$10,949.33	\$13,806.89	\$3,389,619.29	\$1,979,232.36
Aug 2036	\$24,756.21	\$11,025.29	\$13,730.92	\$3,403,350.22	\$1,968,207.07
Sep 2036	\$24,756.21	\$11,101.78	\$13,654.44	\$3,417,004.65	\$1,957,105.30
Oct 2036	\$24,756.21	\$11,178.79	\$13,577.42	\$3,430,582.07	\$1,945,926.50

Nov 2036	\$24,756.21	\$11,256.35	\$13,499.87	\$3,444,081.94	\$1,934,670.16
Dec 2036	\$24,756.21	\$11,334.44	\$13,421.77	\$3,457,503.71	\$1,923,335.72
Jan 2037	\$24,756.21	\$11,413.07	\$13,343.14	\$3,470,846.85	\$1,911,922.65
Feb 2037	\$24,756.21	\$11,492.25	\$13,263.96	\$3,484,110.82	\$1,900,430.40
Mar 2037	\$24,756.21	\$11,571.98	\$13,184.24	\$3,497,295.05	\$1,888,858.42
Apr 2037	\$24,756.21	\$11,652.26	\$13,103.96	\$3,510,399.01	\$1,877,206.16
May 2037	\$24,756.21	\$11,733.09	\$13,023.12	\$3,523,422.12	\$1,865,473.07
Jun 2037	\$24,756.21	\$11,814.49	\$12,941.72	\$3,536,363.84	\$1,853,658.57
Jul 2037	\$24,756.21	\$11,896.46	\$12,859.76	\$3,549,223.60	\$1,841,762.12
Aug 2037	\$24,756.21	\$11,978.99	\$12,777.22	\$3,562,000.82	\$1,829,783.13
Sep 2037	\$24,756.21	\$12,062.09	\$12,694.12	\$3,574,694.95	\$1,817,721.04
Oct 2037	\$24,756.21	\$12,145.77	\$12,610.44	\$3,587,305.38	\$1,805,575.26
Nov 2037	\$24,756.21	\$12,230.03	\$12,526.18	\$3,599,831.56	\$1,793,345.23
Dec 2037	\$24,756.21	\$12,314.88	\$12,441.33	\$3,612,272.90	\$1,781,030.35
Jan 2038	\$24,756.21	\$12,400.31	\$12,355.90	\$3,624,628.79	\$1,768,630.03
Feb 2038	\$24,756.21	\$12,486.34	\$12,269.87	\$3,636,898.66	\$1,756,143.69
Mar 2038	\$24,756.21	\$12,572.97	\$12,183.25	\$3,649,081.91	\$1,743,570.73
Apr 2038	\$24,756.21	\$12,660.19	\$12,096.02	\$3,661,177.93	\$1,730,910.54
May 2038	\$24,756.21	\$12,748.02	\$12,008.19	\$3,673,186.13	\$1,718,162.52
Jun 2038	\$24,756.21	\$12,836.46	\$11,919.75	\$3,685,105.88	\$1,705,326.05
Jul 2038	\$24,756.21	\$12,925.51	\$11,830.70	\$3,696,936.58	\$1,692,400.54
Aug 2038	\$24,756.21	\$13,015.18	\$11,741.03	\$3,708,677.61	\$1,679,385.36
Sep 2038	\$24,756.21	\$13,105.48	\$11,650.74	\$3,720,328.34	\$1,666,279.88
Oct 2038	\$24,756.21	\$13,196.40	\$11,559.82	\$3,731,888.16	\$1,653,083.48
Nov 2038	\$24,756.21	\$13,287.95	\$11,468.27	\$3,743,356.43	\$1,639,795.54

Dec 2038	\$24,756.21	\$13,380.13	\$11,376.08	\$3,754,732.51	\$1,626,415.41
Jan 2039	\$24,756.21	\$13,472.96	\$11,283.26	\$3,766,015.76	\$1,612,942.45
Feb 2039	\$24,756.21	\$13,566.42	\$11,189.79	\$3,777,205.55	\$1,599,376.03
Mar 2039	\$24,756.21	\$13,660.54	\$11,095.67	\$3,788,301.22	\$1,585,715.49
Apr 2039	\$24,756.21	\$13,755.31	\$11,000.90	\$3,799,302.12	\$1,571,960.17
May 2039	\$24,756.21	\$13,850.74	\$10,905.47	\$3,810,207.60	\$1,558,109.44
Jun 2039	\$24,756.21	\$13,946.83	\$10,809.38	\$3,821,016.98	\$1,544,162.61
Jul 2039	\$24,756.21	\$14,043.58	\$10,712.63	\$3,831,729.61	\$1,530,119.02
Aug 2039	\$24,756.21	\$14,141.01	\$10,615.20	\$3,842,344.81	\$1,515,978.01
Sep 2039	\$24,756.21	\$14,239.12	\$10,517.10	\$3,852,861.91	\$1,501,738.89
Oct 2039	\$24,756.21	\$14,337.90	\$10,418.31	\$3,863,280.22	\$1,487,401.00
Nov 2039	\$24,756.21	\$14,437.37	\$10,318.84	\$3,873,599.07	\$1,472,963.63
Dec 2039	\$24,756.21	\$14,537.53	\$10,218.69	\$3,883,817.75	\$1,458,426.10
Jan 2040	\$24,756.21	\$14,638.38	\$10,117.83	\$3,893,935.58	\$1,443,787.72
Feb 2040	\$24,756.21	\$14,739.94	\$10,016.28	\$3,903,951.86	\$1,429,047.78
Mar 2040	\$24,756.21	\$14,842.19	\$9,914.02	\$3,913,865.88	\$1,414,205.59
Apr 2040	\$24,756.21	\$14,945.16	\$9,811.05	\$3,923,676.93	\$1,399,260.43
May 2040	\$24,756.21	\$15,048.84	\$9,707.37	\$3,933,384.30	\$1,384,211.58
Jun 2040	\$24,756.21	\$15,153.24	\$9,602.97	\$3,942,987.27	\$1,369,058.34
Jul 2040	\$24,756.21	\$15,258.37	\$9,497.84	\$3,952,485.11	\$1,353,799.97
Aug 2040	\$24,756.21	\$15,364.23	\$9,391.99	\$3,961,877.10	\$1,338,435.74
Sep 2040	\$24,756.21	\$15,470.81	\$9,285.40	\$3,971,162.49	\$1,322,964.93
Oct 2040	\$24,756.21	\$15,578.14	\$9,178.07	\$3,980,340.56	\$1,307,386.78
Nov 2040	\$24,756.21	\$15,686.22	\$9,070.00	\$3,989,410.56	\$1,291,700.57
Dec 2040	\$24,756.21	\$15,795.04	\$8,961.17	\$3,998,371.73	\$1,275,905.53

Jan 2041	\$24,756.21	\$15,904.62	\$8,851.59	\$4,007,223.33	\$1,260,000.91
Feb 2041	\$24,756.21	\$16,014.96	\$8,741.26	\$4,015,964.58	\$1,243,985.95
Mar 2041	\$24,756.21	\$16,126.06	\$8,630.15	\$4,024,594.74	\$1,227,859.89
Apr 2041	\$24,756.21	\$16,237.93	\$8,518.28	\$4,033,113.01	\$1,211,621.96
May 2041	\$24,756.21	\$16,350.59	\$8,405.63	\$4,041,518.64	\$1,195,271.37
Jun 2041	\$24,756.21	\$16,464.02	\$8,292.20	\$4,049,810.84	\$1,178,807.36
Jul 2041	\$24,756.21	\$16,578.24	\$8,177.98	\$4,057,988.81	\$1,162,229.12
Aug 2041	\$24,756.21	\$16,693.25	\$8,062.96	\$4,066,051.78	\$1,145,535.87
Sep 2041	\$24,756.21	\$16,809.06	\$7,947.16	\$4,073,998.93	\$1,128,726.81
Oct 2041	\$24,756.21	\$16,925.67	\$7,830.54	\$4,081,829.47	\$1,111,801.14
Nov 2041	\$24,756.21	\$17,043.09	\$7,713.12	\$4,089,542.59	\$1,094,758.05
Dec 2041	\$24,756.21	\$17,161.33	\$7,594.88	\$4,097,137.48	\$1,077,596.72
Jan 2042	\$24,756.21	\$17,280.39	\$7,475.83	\$4,104,613.31	\$1,060,316.34
Feb 2042	\$24,756.21	\$17,400.27	\$7,355.94	\$4,111,969.25	\$1,042,916.07
Mar 2042	\$24,756.21	\$17,520.98	\$7,235.23	\$4,119,204.48	\$1,025,395.08
Apr 2042	\$24,756.21	\$17,642.53	\$7,113.68	\$4,126,318.16	\$1,007,752.55
May 2042	\$24,756.21	\$17,764.93	\$6,991.28	\$4,133,309.44	\$989,987.62
Jun 2042	\$24,756.21	\$17,888.17	\$6,868.04	\$4,140,177.48	\$972,099.45
Jul 2042	\$24,756.21	\$18,012.27	\$6,743.94	\$4,146,921.42	\$954,087.17
Aug 2042	\$24,756.21	\$18,137.23	\$6,618.98	\$4,153,540.40	\$935,949.94
Sep 2042	\$24,756.21	\$18,263.06	\$6,493.15	\$4,160,033.55	\$917,686.88
Oct 2042	\$24,756.21	\$18,389.76	\$6,366.45	\$4,166,400.01	\$899,297.12
Nov 2042	\$24,756.21	\$18,517.34	\$6,238.87	\$4,172,638.88	\$880,779.78
Dec 2042	\$24,756.21	\$18,645.80	\$6,110.41	\$4,178,749.29	\$862,133.98
Jan 2043	\$24,756.21	\$18,775.16	\$5,981.05	\$4,184,730.34	\$843,358.82

Feb 2043	\$24,756.21	\$18,905.41	\$5,850.80	\$4,190,581.15	\$824,453.41
Mar 2043	\$24,756.21	\$19,036.57	\$5,719.65	\$4,196,300.79	\$805,416.84
Apr 2043	\$24,756.21	\$19,168.63	\$5,587.58	\$4,201,888.37	\$786,248.21
May 2043	\$24,756.21	\$19,301.62	\$5,454.60	\$4,207,342.97	\$766,946.59
Jun 2043	\$24,756.21	\$19,435.52	\$5,320.69	\$4,212,663.66	\$747,511.07
Jul 2043	\$24,756.21	\$19,570.35	\$5,185.86	\$4,217,849.52	\$727,940.72
Aug 2043	\$24,756.21	\$19,706.12	\$5,050.09	\$4,222,899.61	\$708,234.59
Sep 2043	\$24,756.21	\$19,842.84	\$4,913.38	\$4,227,812.98	\$688,391.76
Oct 2043	\$24,756.21	\$19,980.49	\$4,775.72	\$4,232,588.70	\$668,411.26
Nov 2043	\$24,756.21	\$20,119.11	\$4,637.10	\$4,237,225.81	\$648,292.16
Dec 2043	\$24,756.21	\$20,258.69	\$4,497.53	\$4,241,723.33	\$628,033.47
Jan 2044	\$24,756.21	\$20,399.23	\$4,356.98	\$4,246,080.31	\$607,634.24
Feb 2044	\$24,756.21	\$20,540.75	\$4,215.46	\$4,250,295.78	\$587,093.49
Mar 2044	\$24,756.21	\$20,683.25	\$4,072.96	\$4,254,368.74	\$566,410.24
Apr 2044	\$24,756.21	\$20,826.74	\$3,929.47	\$4,258,298.21	\$545,583.50
May 2044	\$24,756.21	\$20,971.23	\$3,784.99	\$4,262,083.19	\$524,612.27
Jun 2044	\$24,756.21	\$21,116.72	\$3,639.50	\$4,265,722.69	\$503,495.55
Jul 2044	\$24,756.21	\$21,263.21	\$3,493.00	\$4,269,215.69	\$482,232.34
Aug 2044	\$24,756.21	\$21,410.73	\$3,345.49	\$4,272,561.18	\$460,821.61
Sep 2044	\$24,756.21	\$21,559.26	\$3,196.95	\$4,275,758.13	\$439,262.35
Oct 2044	\$24,756.21	\$21,708.83	\$3,047.38	\$4,278,805.51	\$417,553.52
Nov 2044	\$24,756.21	\$21,859.44	\$2,896.78	\$4,281,702.29	\$395,694.09
Dec 2044	\$24,756.21	\$22,011.09	\$2,745.13	\$4,284,447.42	\$373,683.00
Jan 2045	\$24,756.21	\$22,163.79	\$2,592.43	\$4,287,039.84	\$351,519.21
Feb 2045	\$24,756.21	\$22,317.55	\$2,438.66	\$4,289,478.51	\$329,201.67

Mar 2045	\$24,756.21	\$22,472.38	\$2,283.84	\$4,291,762.34	\$306,729.29
Apr 2045	\$24,756.21	\$22,628.28	\$2,127.93	\$4,293,890.28	\$284,101.01
May 2045	\$24,756.21	\$22,785.26	\$1,970.95	\$4,295,861.23	\$261,315.75
Jun 2045	\$24,756.21	\$22,943.33	\$1,812.88	\$4,297,674.11	\$238,372.42
Jul 2045	\$24,756.21	\$23,102.50	\$1,653.71	\$4,299,327.82	\$215,269.91
Aug 2045	\$24,756.21	\$23,262.78	\$1,493.44	\$4,300,821.25	\$192,007.13
Sep 2045	\$24,756.21	\$23,424.16	\$1,332.05	\$4,302,153.30	\$168,582.97
Oct 2045	\$24,756.21	\$23,586.67	\$1,169.54	\$4,303,322.85	\$144,996.30
Nov 2045	\$24,756.21	\$23,750.30	\$1,005.91	\$4,304,328.76	\$121,246.00
Dec 2045	\$24,756.21	\$23,915.07	\$841.14	\$4,305,169.90	\$97,330.93
Jan 2046	\$24,756.21	\$24,080.98	\$675.23	\$4,305,845.13	\$73,249.95
Feb 2046	\$24,756.21	\$24,248.04	\$508.17	\$4,306,353.31	\$49,001.91
Mar 2046	\$24,756.21	\$24,416.26	\$339.95	\$4,306,693.26	\$24,585.65
Apr 2046	\$24,756.21	\$24,585.65	\$170.56	\$4,306,863.82	\$0.00

EXHIBIT "D"
Planned Funding Sources and Budget to make Lease Payments
(Attached)

The New America School-Las Cruces
SOURCE OF FUNDS FOR
LEASE PURCHASE ARRANGEMENT
(BASED ON 25 YEAR AMORTIZATION)

Purchase Price	\$3,770,000
SB9 – Advanced Principal	\$ 0.00
HB 33 Advanced Principal	\$ 650,000
Operational Advanced Principal	\$ 0.00
Balance of Purchase Price	\$3,120,000
Monthly Payment	\$24,756.21
Total Annual Payment (Fiscal Year)	\$297,074.52

DESCRIPTION OF FUNDING SOURCES	TOTAL (ASSUMING HIGHEST AMOUNT)	PROJECTED ANNUAL 80/120 MEM
<i>Based on FY21 Funding</i>		
¹ PSCOC Lease Assistance Award pursuant to NMSA 1978, §22-24-4(I)	\$ 148,337	175
Supplemental Payments from Operational (SEG)	\$ 0	
² Supplemental Payments from SB9 (Public School Capital Improvements Act, NMSA 1978, §22-25-1, <i>et seq.</i>)	\$ 85,401	
³ Supplemental Payments from HB33 (Public School Buildings Act, NMSA 1978, §22-26-1, <i>et seq.</i>)	\$63,336.52	
TOTAL FUNDS AVAILABLE	\$297,074.52	

¹The School received a Public School Capital Outlay Council Lease Assistance Award for FY2020 in the amount stated above. This amount is based the PSCOC's revised formula for calculating charter school lease grants. The Public School Capital Outlay Act, at NMSA 1978, §22-24-4(I) provides for an annual CPI adjustment to the per-member funding amount, however, the Lessee has not forecasted any potential increase or decrease.

²Based on 2020 mill levy proceeds (SB9) received, the Lessee estimates that \$56,941 per year will be available to supplement the Lease Assistance Award, to the extent required to cover the Base Rent obligation.

³Based on 2020 mill levy proceeds (HB33) received, the Lessee estimates that \$85,401 per year will be available to supplement the Lease Assistance Award, to the extent required to cover the Base Rent obligation.

EXHIBIT "E"

**Copies of the New Mexico Public Education Department's and
Public School Facilities Authority's Approvals**

(Attached)



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

RYAN STEWART, Ed.L.D.
SECRETARY DESIGNATE OF EDUCATION

MICHELLE LUJAN GRISHAM
GOVERNOR

March 25, 2021

Margarita Porter, Principal
207 Main St.
Las Cruces NM, 88001

Re: Lease Purchase Arrangement Approval between the New America School (Las Cruces) and the Families & Youth Inc.

Dear Ms. Porter,

The Public Education Department has reviewed the terms of your proposed lease purchase arrangement with the Families & Youth Inc. according to the Public School Lease Purchase Act [Section 22-26A-1 NMSA 1978, *et seq.*]. Based upon our review, the proposed arrangement fulfills requirements of law and the Constitution of New Mexico; specifically, our review has found the proposed agreement:

1. Offers an option to purchase the property for a price reduced according to the lease payments made to the Families & Youth Inc.;
2. Confers no legal obligation to continue the lease from year to year to purchase the real property;
3. Provides the lease shall be terminated if there is insufficient money to meet current lease payments; and
4. Meets other applicable requirements of law.

We wish you the best of luck with the success of your school and thank you for your commitment to your students.

Sincerely,

A handwritten signature in cursive script that reads "Ryan Stewart".

70FDA68D049748D
Ryan Stewart, Ed.L.D.
Secretary of Education

RS/kf/ao

cc: Adan Delgado, Deputy Secretary, Finance & Operations
Antonio Ortiz, Director, Student Services & Transportation Division
Kevin Force, Attorney, Office of the General Counsel
Patricia Matthews, Attorney, MATTHEWS FOX, P.C.
Jonathan Chamblin, Director, PSFA



Robert A. Gorrell
Executive Director

STATE OF NEW MEXICO
Public School Facilities Authority
2019 Galisteo, Suite B-1
Santa Fe, New Mexico 87505
www.nmpsfa.org

Telephone: (505) 988-5989
Fax: (505) 988-5933

August 13, 2012

Mr. Craig Cook
New Americas Charter School – Las Cruces
207 South Main Street
Las Cruces, New Mexico 88001

RE: Proposed facility located at 207 South Main Street, Las Cruces, New Mexico 88001

VIA E-MAIL

Greetings Mr. Cook:

The Public School Facilities Authority (PSFA) is pleased to advise you that the proposed facility for the New Americas Las Cruces Charter School has received a weighted New Mexico Condition Index (wNMCI) score of 1.81%, which is better than the average score of 22.24% for all school facilities in New Mexico. This facility is classified as an 'E' Educational Occupancy in accordance with the building codes currently adopted by the State of New Mexico.

This information is being provided to you and to the Public Education Department in accordance with 22-8B-4.2 NMSA 1978

If you have any questions about the information provided in this letter, please do not hesitate to contact me. I can be reached at (505) 843-6272 ext. 1002.

With highest regards,

A handwritten signature in black ink, appearing to read "Richard A. Romero".

Richard A. Romero, Facilities Specialist
Public School Facilities Authority

Attachment: Certificate of Occupancy dated August 9, 2012

CC: Kelly Callahan, Public Education Department – Charter School Division
Martica Casias, PSFA Planning & Design Manager

EXHIBIT "F"
Memorandum of Lease-Purchase Agreement
(Attached)

MEMORANDUM OF LEASE-PURCHASE AGREEMENT

THIS MEMORANDUM OF LEASE-PURCHASE AGREEMENT ("Memorandum") made as of May 1, 2021 (the "Commencement Date"), by and between **Families and Youth Incorporated**, a New Mexico non-profit corporation ("Nonprofit") as lessor, and **New America School – Las Cruces**, a New Mexico public charter school ("Charter School") as lessee.

WITNESSETH:

1. **Property.** Nonprofit and Charter School have entered into that certain Lease-Purchase Arrangement ("**Agreement**") dated the Commencement Date, whereby Charter School leased from Nonprofit a certain improved parcel of real property in Doña Ana County, New Mexico, located at 207 S. Main St., Las Cruces, NM 88001, more particularly described in Exhibit "A" attached hereto (the "**Land**"); together with an approximately 24,000 square-foot, two-story building and improvements as described in the Agreement (the "**Building**;" the Land and the Building together, the "**Facility**").

2. **Term and Extension Options.** The Agreement has an initial Term of twenty-five years commencing on the Commencement Date. There are no options to extend the Term except as the parties may otherwise agree.

3. **Option to Purchase the Property.** Nonprofit has granted Charter School the option to purchase the Facility, as provided in the Agreement, which option may be exercised and the transaction closed, if at all, on or about the fifteenth anniversary of the Commencement Date or any later anniversary of the Commencement Date during the Term.

4. **Assignment/Subletting.** The Agreement provides that Charter School may not assign, sublease or sublet, encumber, pledge or otherwise transfer, the Agreement or the leasehold or other interest in the Facility without Nonprofit's consent.

5. **Addresses.** The mailing addresses of Nonprofit and Charter School are as follows:

Nonprofit: Families and Youth, Incorporated
1320 S. Solano Dr.
Las Cruces, NM 88001
Attention: Brian Kavanaugh, CEO
Telephone: 575-522-4004

The Charter School: New America School – Las Cruces
207 Main St.
Las Cruces, NM 88001
Attention: Head Administrator
Telephone: 575-527-9085

6. **Incorporation of Agreement.** This Memorandum is for informational purposes only and is subject to all of the terms, provisions and conditions of the Agreement, which is incorporated herein by reference. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

7. **Binding Effect.** The terms of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. **Termination.** An affidavit by Nonprofit, signed by an officer, manager, or other authorized person of Nonprofit and recorded in the real property records of Doña Ana County, that the Agreement has terminated or expired will be conclusive proof to a good faith purchaser or lender that the Agreement has terminated or expired. Nonprofit is required to mail a copy of such affidavit to Charter School at the time of recording.

[Signatures begin on following page.]



New America School - Las Cruces

Facility Master Plan & Educational Specifications 2016-2021

Final August 31, 2016



Visions In Planning, Inc.
Educational Facility Planning Consultants

Acknowledgments



New America School - Las Cruces

Physical Address: 207 S. Main Street

Las Cruces, NM 88001

Phone: (575) 527-9085

www.newamericaschoolnm.org

Original charter date - 2012

Next Charter Renewal - 2017

Current enrollment cap - 450

Governing Council

John Munoz, President

Susie Kimble, Vice President

Martha Valdez, Secretary

Jennifer Garcia Kozlowski, Treasurer

Toby Rue, Member

Dominic DiFelice, Superintendent, non-voting

Craig Cook, CBO, non-voting

Principal (Chief Administrator) - Margarita Porter

Facility Planning Committee Members

C. Atkins, Teacher

David Lerma, IT

Sheba Babbs, Teacher

Roberto Lozano, Asst. Principal

Violeta Bustamante, Teacher

Timothy Mathis, Teacher

Craig Cook, CBO NAS Network

Elizabeth Morinsilva, Teacher

Victoria Fisk, Teacher

Laura Lei Neweber, SPED

Veronica Gonzales, Asst. Business Mgr

Margarita Porter, Principal

Susie Kimble, GC Member

Tony Ray, Teacher

Public Schools Facility Authority

John Valdez - Facility Master Planner

Master Planning Consultant

Visions In Planning, Inc.

P.O. Box 65130

Albuquerque, NM 87193

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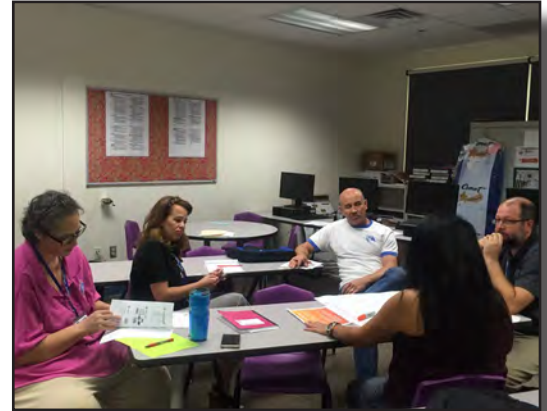
Table of Contents

Introduction	v
Section 1.0 - Planning Process	1 - 8
1.1 Goals and Mission	1
1.2 Planning Process	2
Section 2.0 - Projected Conditions	9 - 28
2.1 Programs & Delivery Methods	9
2.2 Proposed Enrollment	14
2.3 Site and Facilities	19
2.4 Utilization Analysis	23
2.5 Facility Maintenance	29
Section 3.0 - Proposed Facility Requirements	31 - 38
3.1 Facility Goals & Concepts	31
Section 4.0 - Capital Plan	39-42
4.1 Total Capital Needs	39
Section 5.0 - Master Plan Support Material	43 - 76
5.1 Sites & Facility Data	43
5.2 Sites Plan	47
5.3 Floor Plan	49
5.4 FMAR/ FAD	51
5.5 Detailed Space and Room Requirements	61

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Introduction

This document contains the Facilities Master Plan (FMP) and Educational Specifications (Ed Spec) requirements for the New America School - Las Cruces (NAS-LC), which is a 9th-12th grade charter school chartered by the State of New Mexico and located in Albuquerque. The intent of this 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 have a five-year FMP and Ed Spec as a prerequisite for eligibility to receive state capital outlay assistance. The Master Plan and Ed Spec are in accordance with guidance issued by the PSCOC and PSFA and is required to be eligible for future Capital Outlay funds from the State of New Mexico.



The FMP and Ed Spec are combined to create a flexible facility planning tool that can be revised on a periodic basis as conditions change. It identifies the specific space needs for accommodating the charter school's anticipated five-year enrollment and the strategies and capital needs for implementation of facility needs.

The document also addresses the following facility issues:

- Life/health/safety
- Educational and programmatic needs, and curriculum needs
- Provision for growth (additions and new construction)
- Promotes efficient use of educational space
- Educational technology
- Energy management

The Master Plan and Ed Spec are comprised of five main sections:

- **Section 1** - Goals / Process provides information about the charter school's goals and the planning process
- **Section 2** - Projected Conditions provides information about programs and delivery methods, enrollment, details about existing facilities used by the school, technology and energy management
- **Section 3** - Proposed Facility Requirements outlines facility goals and concepts, identifies space needs and other facility requirements
- **Section 4** - Capital Improvement Plan provides information about capital resources, capital needs, and capital project implementation
- **Section 5** - Master Plan Supporting Material contains detailed information about school facilities, evaluations, plans, and other information.

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SECTION 1.0 - GOALS / MISSION

1.1 Goals

1.1.1 - Mission

The mission of The New America School- Las Cruces (NAS-LC) is to empower new immigrants, English language learners, and academically under-served students with the educational tools and support to maximize their potential and live the American dream.

1.1.2 - Educational Philosophy

The NAS-LC educational concepts were inspired by the model of teaching and learning at the International Charter High School at LaGuardia Community College in New York City. This project-based high school is entirely composed of immigrants from dozens of countries. It has proven its effectiveness for this population through impressive rates of attendance, graduation, and post-graduation enrollment, and has been operating for more than 20 years.¹

NAS-LC will offer a flexible schedule from 8:00 am-10:00 pm Monday – Thursday, four days a week. The four-day week is beneficial for our students who work as well as our young parents. It allows our students to have a full work day on Friday, and eliminates the need for childcare one day a week.

At the NAS-LC, the following five keys for school success are the foundation for everything we do, from lesson and outcome design and teacher professional development to support for students as they adjust to a new way of life. These same five keys will guide our curriculum alignment to the NMPED standards and benchmarks.

The Five Keys to Educational Success are as follow:

1. NAS students will be engaged in challenging, project and theme based curriculum to develop academic concepts leading to English acquisition.
2. NAS teachers will draw on students' background—their experiences, cultures, interests, and languages to support all social and academic content.
3. NAS teachers will organize collaborative activities and scaffold instruction to build students' academic English proficiency.
4. NAS teachers will create a culture and climate where confident students will value school and themselves as successful learners.
5. NAS teachers will have a New Mexico teaching license with a Bilingual Education and/or TESOL endorsement

Our philosophy allows NAS-LC students an opportunity to identify what their learning outcomes need to be at the end of the unit. Teachers will use student outcomes to design their lessons and classroom activities so that school becomes more meaningful and personalized.

The NAS-LC Newcomer Center is an important part of our philosophy because it puts into practice what we believe: students with little or no English language skills need extra support as they adjust to a new life and language in a new country. The Newcomer Center is a self-contained support center for newly-arrived monolingual students. Students who attend the Newcomer Center speak little or no English and spend up



¹ www.lagcc.cuny.edu

SECTION 1.0 - GOALS / MISSION

to four hours of their school day in a sheltered classroom designed to jump-start their English learning. The Newcomer Center provides intensive language and cultural support to students who need it most. It is our way to support the newly-arrived English learners with adequate first-language schooling. Students who are best served in the Newcomer Center often need effective and natural English Language Acquisition immersion that will allow them to continue to develop subject-matter knowledge and skills as they acquire English. They also need support as they often go through culture shock and the adjustments involved in living in a new country and speaking a new language. Students are accepted into the center on the following basis: test scores, age, amount of formal education and student enrollment status. Once students are ready, they move into English Language Acquisition (ELA) II and regular language arts courses. At the same time, they attend regular content classes, such as history, science and math.

1.1.3 - School Community

Who the School Serves:

Since 2012, NAS-LC has been serving non-traditional students in the Las Cruces area. The schools target population is those students who need support in acquiring English language proficiency to complete credits toward earning a high school diploma. NAS-LC offers students a flexible, morning to evening 9-12 charter high school within a culturally relevant and supportive environment. The population served includes:

- Young people between the ages 14 through 18, who are currently seeking a smaller school environment, need a flexible schedule, or need to recover credits in order to be able to graduate on time.
- Students over the age of 18 that are young parents, former drop outs, and students working full-time to earn high school credits and a diploma through the school's program of evening classes.
- Newly-arrived immigrants lacking Basic English proficiency.
- Las Cruces students with limited English proficiency, who may also lack basic literacy and numeracy skills.
- Students residing in the USA, with some English proficiency, but because of interrupted education or personal circumstances have dropped out of the traditional school system.

The **VISION** of NAS-LC is to assist students to achieve their American dream. NAS fosters a productive and meaningful partnership among students, teachers, and the school New America School-Las Cruces community that supports academic progress, English language development and high school completion.

NAS-LC creates an accessible program that allows non-traditional students the opportunity to learn in an academically-challenging and supportive environment. We empower students to obtain the language skills, knowledge and confidence necessary to be productive members of their community.

We combine the best practices of the charter school movement with a state-of-the-art, content-based ESL curriculum. We offer academic coursework that combines a complete and tested content-based ESL curriculum with a schedule that allows students to attend school day or night.

1.2 Process

1.2.1 Planning Process

No building type has undergone greater change, in recent years, than the schoolhouse. These changes in the building are, for the most part, evidence of changing trends in student learning. As a dynamic reflection of the culture in which we live, the specific educational needs of each community must continually change

SECTION 1.0 - GOALS / MISSION

to meet the demands of the present and to support the projections of the future. So too must facilities for education – rather than being merely a shelter in which the elements of education are delivered and received, they now have become a complete educational tool, capable of supporting a wide variety of learning experiences for citizens of all ages, abilities, and needs.

The following Facility Master Plan / Educational Specifications summarizes the long range facility master planning efforts and educational specifications for New America School as required by the State of New Mexico. It contains project goals, key facts, key concepts, and space listings; presents key relationship diagrams; and describes key components of the facility that form the basis for the planning and design of the school's new classroom building. This report communicates to the owner, user and architect essential facility requirements that provide a common basis for facility design, while encouraging the contribution of insights by the building designer. It contains a detailed space program, with room-by-room space requirements for the future new facility.

The project defined in this document reflects the statement of goals, objectives, curriculum / educational model and facility requirements obtained through on-site interviews, on-site investigation, communications with the national New America School Network, workshops, NAS-LC administrators and support staff, students, parents, and community members.

This facility program contains information obtained through:

- Validation of policies established by the New America School Network;
- Review of New Mexico Adequacy Standards and Guidelines;
- Discussion of future NAS-LC school and location;
- Interviews with various NAS-LC functional area representatives;
- Discussion of experience with projects having similar elements; and
- Discussion and approval with/from the NAS-LC Governing Council



Governing Council

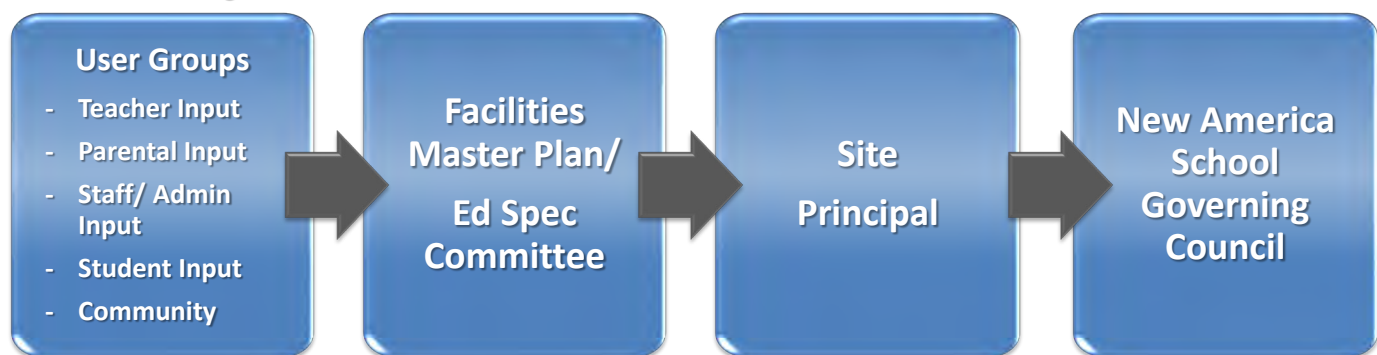
The NAS-LC Governing Council contracted with Visions In Planning, Inc. to develop the long range Facility Master Plan and Educational Specifications for the school. The scope of work included identification of programmatic needs and space criteria of the school to be incorporated into the design of the facility addition. Considerations included school organization, success for students, relationships among teachers, effective learning experiences, and connections to the community.

SECTION 1.0 - GOALS / MISSION

Facility Master Plan Committee

Visions In Planning, Inc. worked with the school's Facility Master Plan / Ed Spec committee, comprised of members of the NAS-LC administration, teachers, staff, students and parents to understand and document the charter school's programs and delivery methods, and to establish the additional facility needs to support the school's educational requirements. Information sharing and feedback sessions were held after each phase: the data gathering phase, the space needs determination phase, and the facility implementation phase. Visions In Planning, Inc. also analyzed the condition of the existing facility, including potential removal of portable classrooms once a new classroom facility is constructed to improve utilization and program delivery.

Decision Making Process



Authority and How Decisions Are Made

The NAS-LC Governing Council is a five member body composed of NAS-LC parents and community members established pursuant to the terms established in the school's charter. The Council serves as NAS-LC's governing body under NAS-LC's Charter. The Council's responsibilities include development and approval of school policy, academic goals, facility plans, and NAS-LC's budget. The Council enters into a contract with the site principal and operates under applicable state laws and regulations, NAS-LC's Charter, and the Council's Bylaws.

Facility Assessments

A Facility Assessments was conducted by Visions In Planning, Inc. for the school's existing educational leased facilities. The facility assessment included:

- Site visits
- Meeting with each Principal
- Facility walk-throughs with Head Custodian
- Review of State's Facilities Assessment Database (NO FMAR AVAILABLE)
- Capacity and Utilization Study for the School

Facility Master Plan Committee Meetings:

Once the facility assessment/ walk-through was completed and the data gathered, meetings with the Facility Master Plan Committee were begun. The first committee meeting was used to explain the purpose of a facilities master plan/ed spec and identify the tasks and responsibilities of the Facility Planning Committee. Several subsequent meetings were held where the facility data was then presented to the Facility Master Plan Committee as well as the Charter School's Administrators and Governing Council for review. The committee

SECTION 1.0 - GOALS / MISSION

aligned the needs of the school with the goals and objectives, and identified the most pressing facility needs that could be accomplished over the next five years.

May 15, 2015 - Facility Planning Meeting 1:00pm-3:00pm

The first step of the FMP process was to have a kick-off meeting with the Facilities Master Plan Committee. During this meeting the following topics were discussed:

- Intent of FMP
- What is used for?
- Role of FMP Committee
- Where we are..
- Three Themes
- SWOT Analysis of the School by the Committee

The Facilities Committee was broken into three groups to conduct a SWOT (Strengths, Weaknesses, Opportunities, Threats) Analysis at this first meeting which included parents, students and some staff, and a second SWOT Analysis was completed by the school's instructional staff on Friday, May 1st to ensure input from all stakeholders. Each group was asked to identify Strengths, Weakness', Opportunities and Threats to NAS – LC as it related to the following question: *Based on the success of the NAS in your community and the need to continuously build upon that success, what are the Strengths, Weakness', Opportunities and Threats that your school will face over the next five to fifteen years as it relates to educational programs and facility needs?*

Strengths	Weakness
<ul style="list-style-type: none"> • School Serves over 18 Population (✓✓✓) • Location (local business's, bus route, gov't agencies, library, museum) (✓✓✓) • Small Classes Sizes – Low PTR's (✓✓) • Top notch facility- New facility (✓✓✓) • ESL Newcomer Program • Integrated team approach • Safety – camera's, locks, windows • Teachers/ Staff personally knowing students (✓✓) • Technology (✓✓✓) • Professional autonomy • School Hours • Teachers are TESOL endorsed • Only 24 Credits needed • College Bound Students • Tutoring • Word of mouth reputation • Friday's off • Community Outreach • Free Summer School • Teacher Commitment 	<ul style="list-style-type: none"> • SPED Population (serving all needs) • High Mobility Rate/ Retention • Lack of Transportation (route hours are limited, need closer bus stop) (✓✓✓) • Employees working toward mission • Public Perception/ Publicity (✓✓) • Truancy/ Attendance • Age Group Safety Issues • 8th Grade Outreach – need new 9th graders (✓✓) • Technology in the classrooms – maintaining current/ future needs inc. bandwidth • Parking availability as school grows (✓✓) • Access to childcare for students (✓✓) • Kitchen needs to be certified to serve meals cooked on-site • Lack of knowledge in the community of NAS mission • Largest draw is academically underserved/ at risk students • No Nurse/ School Counselor • No cafeteria (Dedicated) • Limitations for Future Expansion (✓✓)

SECTION 1.0 - GOALS / MISSION

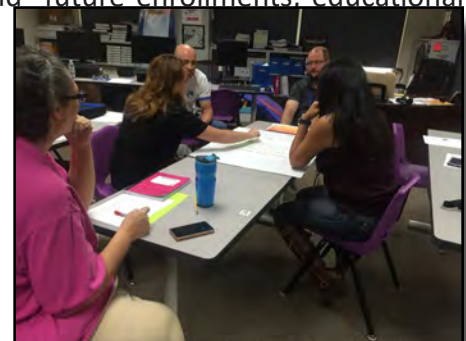
Opportunities	Threats
<ul style="list-style-type: none"> Develop apprenticeship program through MOU's with area employers/ business (✓✓✓) Increase Elective/ Extra Curricular Options (ROTC, sports programs thru NMAA, etc) (✓✓) Expand to serve grades 6th-8th Strong Tier II program needed to meet needs of academically at risk students. Partner with community resources for student referral inc. homeless placement and Juvenile Court (✓✓) Develop marketing plan to attract more students including non-at risk students and get good at it. (✓✓) Universal screening program for all incoming students School Uniforms for image Partner with area daycare entities for students with children (✓✓) Partner with NMSU social work/ counseling program to improve student services Technology (continued upgrades) Vary class schedule to be more accommodating of older students Consider alternative site setting Grad's Program Increase tutoring Increase Dual Credit options/ AP Classes 	<ul style="list-style-type: none"> Limited pool of under 18 students – competition with LCPS for students LCPS has a lower credit requirement for graduation (✓✓) Drop-out rate Early College HS – LCPS GED programs (✓✓) Need to develop support infrastructure for at risk students Facility needs to be able to expand as school grows (✓✓) New charter schools in the area Merging night and day programs while meeting NM State requirements Lack of Athletics Work/ Childcare takes students away PARCC – graduation requirement's Students Socio-economic situation

Note: (✓) indicates the number of groups with the same/similar response.

The SWOT analysis helped the committee to begin to focus on the district as a whole not just each individual school and work towards overall school improvement.

September 24, 2015 - Facility Planning Meeting 10:00pm-11:30 am

This meeting centered on local demographics, historic enrollment and future enrollments, educational programs, classroom sizes (SF), flexibility and loading, site constraints, and future opportunities. Breakout group work by the committee centered on what learning environments will look like in the future and how can the school's facilities evolve to meet those needs. Two groups consisting of 4-6 participants each were asked to consider two long-range discussion questions as it relates to NAS-LC. Both groups were able to work together to formulate answers to each question. The answers have been summarized below:



Discussion Question #1: It is now 2030, what kinds of changes have occurred in your school over the past 15 years? As a group describe it as if you were able to see it realistically around you.

- Self-paced, driven and motivated learning
- Project based critical thinking activities
- Instruction connected to local business's
- Each student has their own tablet - paperless
- Increased teacher training – multi linguistic
- Computer driven instruction – increased technology demands
- CTE programs need to evolve along with more opportunities for NAS-LC students

SECTION 1.0 - GOALS / MISSION

- Increased partnerships with NMSU
- With increased technology instruction, teachers will be more available to students needing help
- Classrooms will be comprised of workstations
- Increased enrollment and will require additional classroom
- Still serving ELL students
- Clickers for attendance checking/ quizzes
- Flipped classrooms
- Full kitchen facility



Discussion Question #2: What does NAS-LC need to do in order to attract and retain more students at or near the enrollment cap and remain competitive with other surrounding high schools?

- Advertise – commercial, news media, full-page ads, mass mailings
- Add additional curricular programs: cooking, music, sports, and job internships
- Coalition with other schools/ counselors
- Evaluate the long term viability of the evening block schedule
- Provide transportation options
- Implement blended classrooms
- Install marquis- lighted school signage board
- Retain one-on-one counseling and communication with new students. (Student ambassador program)
- Need to be “known” for something (nitch)
- Increase dual credit awareness
- Increase student relationships
- Continue to provide a safe environment.
- Increase technology based instruction
- NAS-LC needs to differentiate itself from other schools by finding ways to tap into student’s unexplored talents.
- Offer educational programs that relate to the employment sector
- Need more classrooms and teachers to keep class sizes small
- Need to stick to the “mission statement” of the school – “empowering under-served students” and find more ways to do this.
- Expand / increase service learning opportunities for students.

October 5, 2015 - Facility Planning Meeting - 2:30pm-3:30pm (Phone Conference)

This meeting was administrative specific in nature and included members from the New America School Network, School Principal and Financial Advisor. Discussion was centered on how to best accommodate the current and future educational and facility needs. At this meeting potential property acquisition options in the building adjacent to the existing school site were identified as a possible location for expansion for additional classrooms to meet programmatic needs of the daytime enrollment.

September 8, 2016- Governing Council Final Presentation - 6:00-8:00pm

Presentation of the recommended Capital Improvement Projects that will be funded in part from the successful passage of the LCPS HB-33 Election in February 2016, current SB-9 funding and also include funding through an approved Lease-Purchase agreement for facilities. The final Facility Master Plan and Ed Spec was submitted to the NAS-LC Governing Council for final approval on September 8, 2016.

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SECTION 2.0 - PROJECTED CONDITIONS

2.1 Programs and Delivery Methods

2.1.1 - Program Overview

Current Educational Programs and Facilities - Overview

Originally established in 2012, with its first year of enrollment beginning in the 2009/10 school year, New America School - Las Cruces (NAS-LC) is currently in the process of its first Charter Renewal, and is anticipating approval by the New Mexico Public Education Department (NMPED) in July 2017. Based on the most recent charter renewal, the school has an enrollment cap of 450 students and continues to serve grades 9th-12th.



In keeping with the school's mission to as a way to "empower new immigrants, English language learners and academically under-served students", NAS-LC has developed its student-centered educational program to accommodate:

- ELL learning instructional method (SIOP delivery) in all classes
- Ensuring all students enrolled in mentoring classes
- The use of scaffolded learning by building off of what the student already knows
- Flexible class scheduling (early morning to evening) to meet student needs. Typically, students under 18 attend on the 8:30 to 4:30 class schedule, and the over 18+ students attend from 5:30 pm to 10:00 pm.
- Extended hours (early morning to evening) for credit recovery or acceleration
- Four day instructional week to allow for easier work and child care schedules for students.
- Students over the age of 21 are accepted into the high school diploma program, and are held accountable to their original graduation cohort requirements to the extent required by NMPED.
- New America School's ELL Newcomer Language Program for monolingual speaker of other languages new to English. This is a four hour program of support, increasing English spoken, written, and reading fluency.
- Provide necessary resources so that all students can successfully complete dual credit/ enrollment classes with NMSU and Dona Ana Community College prior to graduation.

With its campus located in the heart of downtown Las Cruces; the NAS-LC's existing facilities are located in a two story permanent structure, and meet the minimum NMAS requirements. However, as the school's enrollment begins to increase towards its enrollment cap, additional classrooms will be needed over the next five years to support expanded course offerings for its students.

Shared / Joint Use Facilities

The school's proximity to many established community resources does provide the school with opportunities to partner with outside entities to share facilities as the need arises on a case by case basis. Additionally, with the school's tight 4-day academic schedule, students do not have adequate time between periods for travel to and from off-campus facilities.

SECTION 2.0 - PROJECTED CONDITIONS

Instructional Programs

The NAS-LC curriculum follows the State of New Mexico and district standards. All teachers, including those in a content area subject such as math, provide instruction in content-related terms and language structure as well as work in listening, speaking, writing, reading and analyzing texts.

The following learning styles describe the varied ways in which NAS-LC delivers its curriculum. These educational approaches are the key to the school's success with non-traditional learners. Each description is followed by a summary of the space impact of the identified learning style. Students are assigned to classes based upon grade and/or subject level based upon testing/evaluation during the admissions process. This results in varied class sizes with some classes having as few as 15 students, and others as many as 29.

1. English Language Acquisition

To graduate with a high school diploma and become successful in American society, immigrants need excellent English skills. At the same time, students' fluency in their first language provides additional life-long benefits and chances for success. Our ELA teachers focus on reaching students through a variety of techniques and approaches. Teaching is not an isolated activity, but instead focuses on helping students complete their school tasks. This helps in two areas where English learners need practice: academic English and conversational English. Academic English is critical for success in school while conversational English is the language of daily life. Success in project-based learning includes both types of communication.

Instructional Space Requirements

Standard general classroom that meets NMAS and supports English language acquisition learning techniques through multiple furniture configurations and supportive technologies.

2. Scaffolded Learning

"Scaffolded" learning, in which teachers build on concepts to reinforce them in several different ways, works well for English language learners. Success does not depend on the teacher's knowledge of the student's native language. Examples of scaffolding:

- Some resources such as textbooks and other written materials contain the same information as those in conventional classrooms, but they are written in simpler and more direct language or supported by teacher-produced annotations.
- There is considerable reliance on a variety of methods to deliver information. A teacher may explain an idea in English and then use

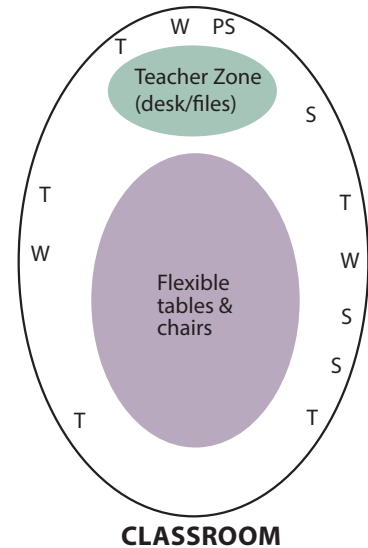
Furniture & Equipment

T = tackboards

W = white boards

S = Open shelves

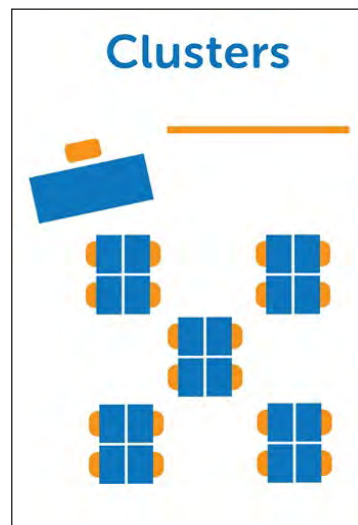
PS = Projection Screen



Functions of Furniture & Equipment

- flexibility
- display
- quickly reach teaching aids
- project to projection screen or white board

Clusters



SECTION 2.0 - PROJECTED CONDITIONS

several methods to convey the same information: For example, the teacher may act out the information or use illustrations.

- Continual student-teacher interaction is essential to ensure learning. It may involve diagnosis of gaps in understanding.
- In every lesson, teachers communicate and reinforce English through listening, speaking, reading and writing.

Instructional Space Requirements

Standard general classroom that meets NMAS and supports scaffolded learning techniques through multiple furniture configurations and supportive technologies. Other instructional spaces needs include with shelving and access to learning materials (visual, manipulative's, projected images).

3. Active Learning Techniques

The New America School's instruction is built on the idea of active, not passive learning. Project-based learning emphasizes active learning. Some of the techniques teachers may use, which have been proven effective in English Language Acquisition (ELA) classes across the country, include:

- Previewing and building on prior knowledge;
- Interactive work, not lengthy lecturing;
- Demonstrations;
- Graphic organizers and other visually-oriented aids that provide a non-linguistic structure for understanding key information;
- Continual modeling by teachers of what kind of work is expected and how to create it;
- An emphasis on relating students' culture to content, which engages students, maintains their interest and keeps students' heritage part of their lives;
- Extensive group work that offers the opportunity to engage students in talking, interacting, problem solving and improving social skills.

Instructional Space Requirements

Standard general classroom that meets NMAS and supports active learning techniques through multiple furniture configurations and supportive technologies. Furniture should include large tables (or ability to group smaller tables) for team projects. Table arrangements should allow individual work, group work, or discussion "seminar." Open shelving should provide space for project storage (while in process) and access to materials.

4. Sheltered Instruction

Sheltered English instruction is an instructional approach that engages

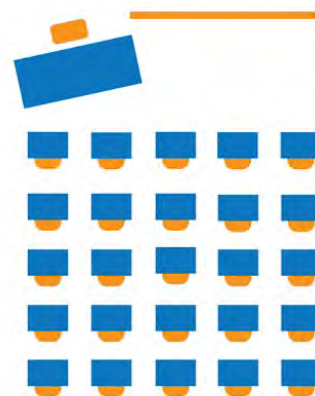
Clusters: Learner Centered Format Pros:

- Encourages interaction of all students.
- Creates more personal and safe environment for students
- Promotes cooperation & teamwork
- Develops problem solving & communication skills
- Flexibility to strategically form groups
- Suitable for small spaces

Cons:

- Increased noise level, distractions and off-task behavior
- Less individual accountability
- Harder to assess students abilities

Rows/Columns



Rows/ Columns: Teacher Centered Format Pros:

- Encourages individual work and productivity.
- Minimizes disruptions and cheating
- Effective for demonstrations & presentations
- Easier to supervise

Cons:

- Discourages student-centered discussion & group work among students.
- Easier for students to lose focus
- Uneven distribution of interaction among students.
- Difficult for teachers to move

SECTION 2.0 - PROJECTED CONDITIONS

English Language Learners above the beginner level in developing grade-level content-area knowledge, academic skills, and increased English proficiency. In sheltered English classes, teachers use clear, direct, simple English and a wide range of scaffolding strategies to communicate meaningful input in the content area to students. Learning activities that connect new content to students' prior knowledge, that require collaboration among students, and that spiral through curriculum material, offer ELLs the grade-level content instruction of their English-speaking peers, while adapting lesson delivery to suit their English proficiency level.

Instructional Space Requirements

Standard general classroom that meets NMAS and supports sheltered instruction learning techniques through multiple furniture configurations and supportive technologies.

5. Project-Based Learning

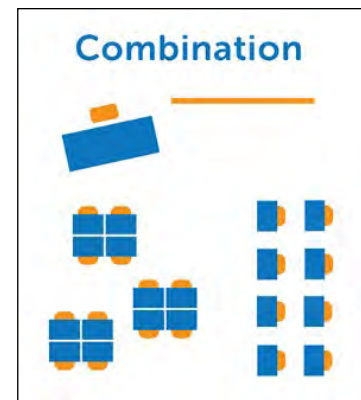
Project-based learning (PBL) is a model for classroom activity that shifts away from the classroom practices of short, isolated, teacher-centered lessons in favor of learning activities that are long-term, interdisciplinary, student-centered, and integrated with real-world issues. One immediate benefit of practicing PBL is the unique way that it can motivate and engage students. PBL provides opportunities for students to pursue their interests and questions and make decisions about how they will find answers and solve problems.

PBL also provides opportunities for interdisciplinary learning. Students apply and integrate the content of different subject areas at authentic moments in the production process, instead of in isolation or in an artificial setting.

In the school and beyond, PBL also provides opportunities for teachers to build relationships with each other and with those in the larger community. Student work, which includes documentation of the learning process, as well as the student's final projects, can be shared with other teachers, parents, mentors and the business community, all of whom have a stake in the student's education.

Other features of PBL include:

- Activities that include the entire group and give students experience in negotiating with a team (a situation students are likely to face in work);
- Work with smaller groups consisting of students of varying first languages, which requires intense use of spoken English, since students must speak English to accomplish their work;



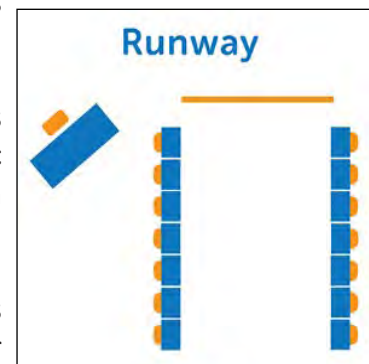
Combination: Small Group and Independent Learning Format

Pros:

- Encourages both individual and group work.
- Fairly easy to supervise and assist students.

Cons:

- Uneven distribution of interaction among students.
- May cause some students to lose focus
- May have increased noise level with mixed seating



Runway: Individual Learning Format

Pros:

- Encourages individual work and productivity.
- Minimizes disruptions and cheating
- Effective for demonstrations & presentations
- Easy to supervise

Cons:

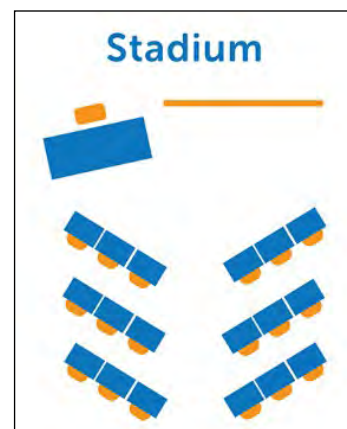
- Uneven distribution of interaction among students.
- May be more difficult to supervise and assist students.

SECTION 2.0 - PROJECTED CONDITIONS

- Groups that consist of speakers of the same language, which reinforce students' literacy in their first language, as well as allowing students a way to express sophisticated concepts they want to discuss but cannot with their limited English proficiency.

Instructional Space Requirements

Standard general classroom that meets NMAS and supports Project Based learning techniques through multiple furniture configurations and supportive technologies for 2D and 3D presentations. Other instructional spaces needs include project storage with shelving and access to materials.



General Instructional Organization

New America School - LC has developed procedures to evaluate and place all new students into level appropriate coursework. The school has also developed a flexible schedule to allow students to meet work and family responsibilities.

Alternative Methods for Educational Program Delivery

New students complete an assessment with trained staff and are tested to determine level of English proficiency and recommended coursework to meet graduation requirements. Many students follow traditional credit acquisition (earning credit for required courses) but some students require credit recovery (review of past or incomplete coursework).

Stadium: Individual and Team Lecture Format

Pros:

- Allows for individual and team work.
- Flexibility to strategically form groups
- Suitable for small spaces

Cons:

- Less individual accountability
- May cause some students to lose focus
- May be more difficult supervise and assist students

Based on the school's operational structure, NAS-LC does not require a full sized kitchen to prepare meals on-site. At this time, the school contracts out for meal services for lunch. The school does provide a "warming kitchen" for the lunch contractor to reheat and serve meals.

Scheduling Approach

In order to accommodate the needs of its students, NAS-LC has implemented a 4-day instructional week for both day and evening classes. Due to the schools wide range of age of students, the day session serves students aged 18 and under and the evening session is for all students 18 and older. The day session meets from 8:30am - 4:30pm and has seven hour long periods, one half hour long student advisory period and one (1) half hour lunch period. The evening session meets from 5:30pm to 10pm and utilizes a block schedule with (2) two-hour classes per day with a 30 minute break. With the school's success in the implementation of the block schedule for its evening classes, NAS-LC may consider revising its day class schedule into a block schedule in the future to better accommodate students needs if it determines the schedule to be more effective.

Special Curricular / Extra Curricular Activities to be Accommodated

While NAS-LC is focused on its solid academic programs, student input has resulted in the need to provide expanded elective options into the schools curriculum. Over the next five years, the school intends to expand its performing art and music programs, technology based instruction electives and work towards developing student internship programs with the local business community.

SECTION 2.0 - PROJECTED CONDITIONS

2.2 Proposed Enrollment

2.2.1 - Historic Enrollment

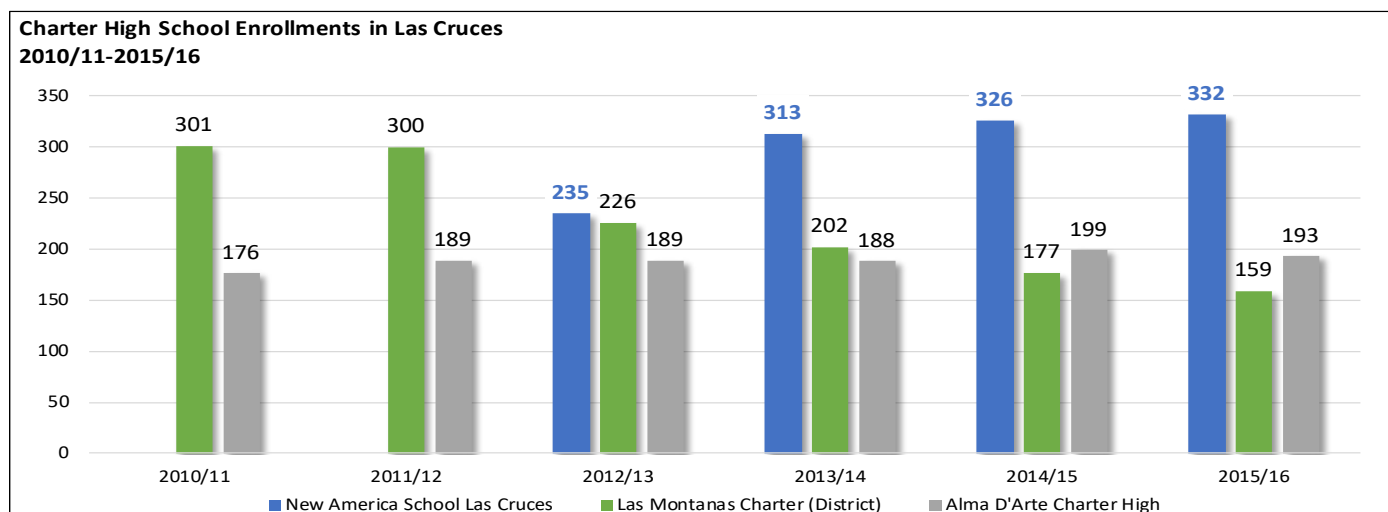
Enrollment Guidelines

As a charter school, NAS-LC accepts all student applications for enrollment each June for the upcoming school year on a first-come, first served basis and accepts enrollment applications prior to each academic quarter as space is available. If the total number of enrollment applications exceeds the number of spaces available, the school will hold a lottery with the results posted on the school's website: <http://newamericaschool.org/newmexico/campuses-lascruces>

While the school has been able to accommodate all students wishing to apply and attend the school, the school's enrollment cap is 450 students. If demand for enrollment were to exceed the supply of available seats, the school will utilize the lottery process and keep an active "waiting list" of interested students who would enroll if space were available. For a charter school, the waiting list becomes a key indicator for projecting growth. For planning purposes, the school tracks the percentage of students on the waiting list that actually enroll to ensure that all of school's facilities are utilized.

Historic Enrollment

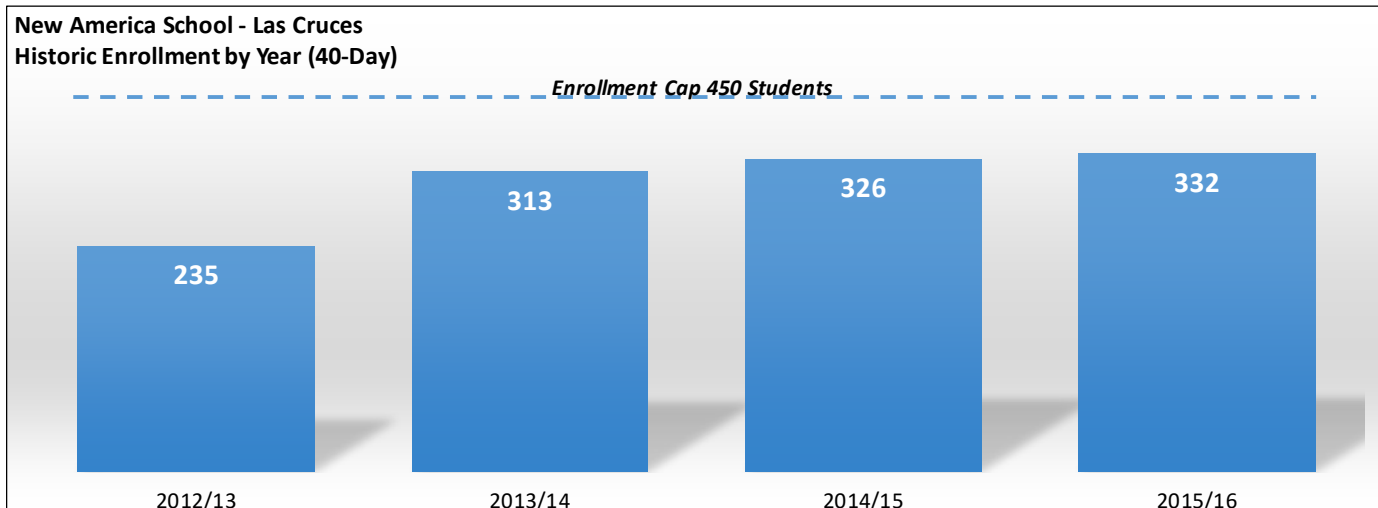
As an established charter school, NAS-LC just completed its fourth year of operation and has had a stable enrollment since opening in the 2012/13 school year. Over the past four years of operation, the school has steadily increased its enrollment to within 26% of its max enrollment cap of 450 as of the 2015/16 school year (see the adjacent chart). NAS-LC competes for high school enrollment with two other area charter schools as well as the local school district's high schools. The chart below identifies the historic enrollment for the past six years in the area's charter schools. Since NAS-LC opened in 2012/13, enrollment at Las Montanas Charter School (district charter) has begun to decline. While it is unclear if there is a direct connection between the enrollment trends at both schools, the student demographic to which both schools appeal to is similar with the exception of evening classes for students over 18, which is unique to NAS-LC. New America School- Las Cruces is focused on community outreach to increase its under 18 enrollment as well as inform the community as to evening programs that are available to potential students over age 18.



Source: New Mexico Public Education Department, 40-Day Enrollment

SECTION 2.0 - PROJECTED CONDITIONS

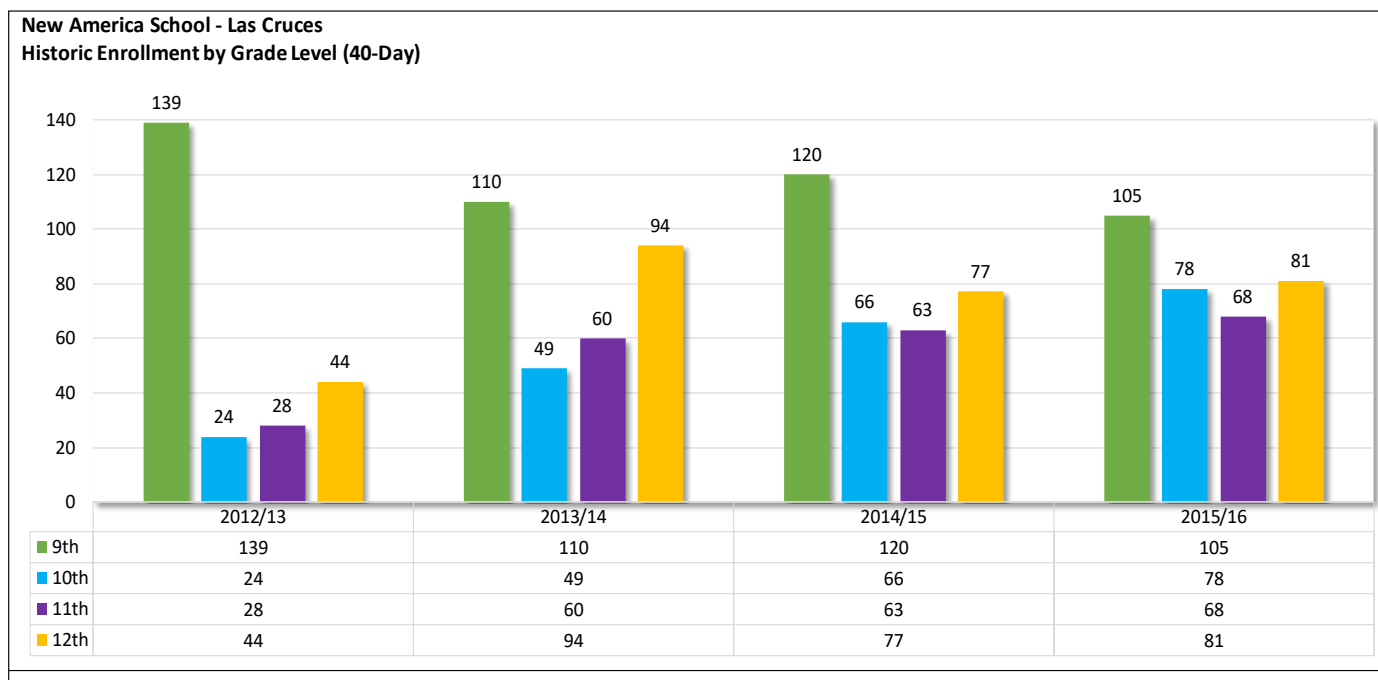
NAS-LC on average serves approximately 25-30% (90-118 students) of its total enrollment in the evening program, with the majority of its students attending classes during the day. The chart below reflects the schools enrollment history since opening in the 2012/13 school year.



Source: New Mexico Public Education Department, 40-Day Enrollment

Enrollment by Grade Level

Enrollment in grades 9th and 12th are typically the highest, as one of many public high school choices in the Las Cruces area, many incoming freshman students choose NAS-LC over traditional and other charter high school options available in the area. The school also serves many students both under and over 18 that want to return to school to complete their education and receive their diploma. These students oftentimes have enough credits in place to be categorized as a 12th grader and complete the required coursework at NAS-LC to graduate.

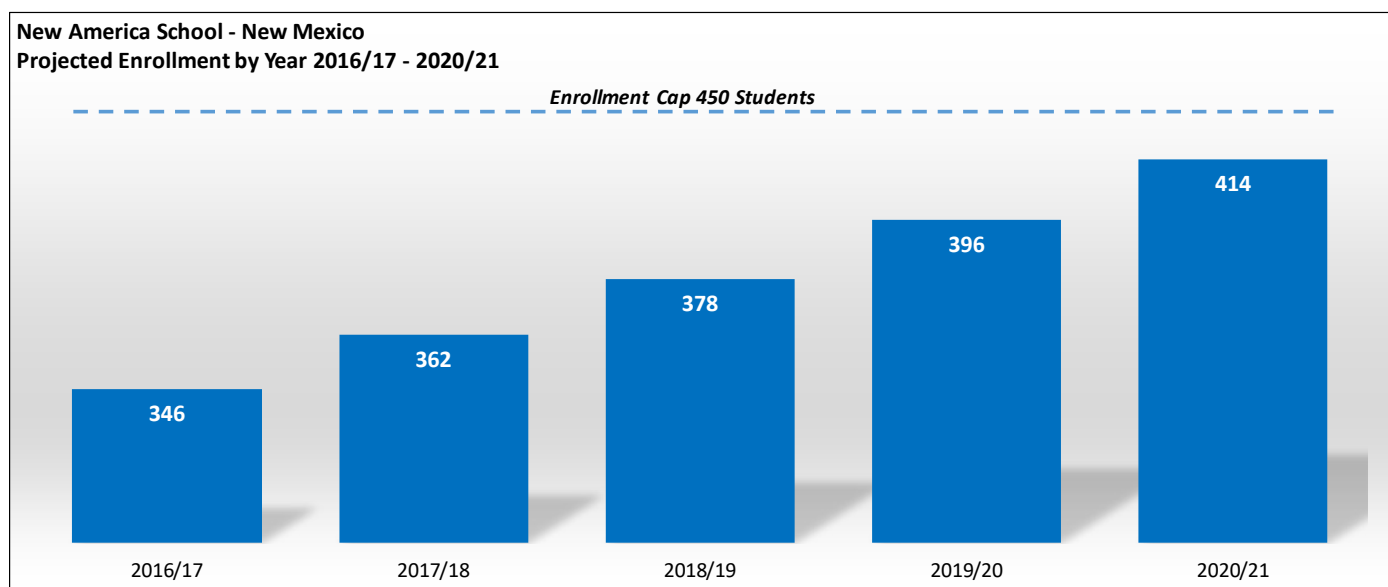


Source: New Mexico Public Education Department, 40-Day Enrollment

SECTION 2.0 - PROJECTED CONDITIONS

Projected Enrollment

As NAS-LC serves a large age range of students in both its day and evening programs, and as is typical with most charter schools, specific enrollment patterns are difficult to predict as the enrollment per grade level varies based on an incoming student's academic needs. However, based on the school's historic enrollment pattern, enrollment in other area high schools and the community outreach by NAS-LC, it is expected that the school will continue to grow towards its enrollment cap over the next five years at about 4.6% annually (see chart below). While the expanded operating hours between day and evening classes gives the school flexibility in accommodating some of the potential increased demand for classroom space through scheduling and improved utilization, it is likely that the school will need at least two additional classrooms and one SPED resource room over the next five years to meet expanded programmatic needs.



Future Enrollment Considerations

Currently, NAS-LC has the ability (instructionally) to serve up to 450 students in grades 9th-12th grade per its enrollment cap, however would require some additional classroom space, particularly for elective programs. The school will be renewing its charter in July of 2017 and is not expected to make any changes to grade configuration or its enrollment cap as part of its renewal application at this time.

2.2.2 - Classroom Loading Policy

New America School - LC Charter that was *Approved* by NMPED states that a desirable pupil/teacher ratio (PTR) will be an average of 20:1. However, based on actual class scheduling, enrollment and available classrooms/ teaching staff, class loading is often 15 - 29 students. Due to the fluctuations of the student population by grade level and the limitations of available teaching staff, classroom loading at times does exceed the average 20:1 PTR, which is directly related to scheduling of required classes and funded teaching staff based on enrollment.

2.2.3 - Classroom Needs

The projected classroom needs are based on enrollment at maximum level (determined by enrollment cap).

SECTION 2.0 - PROJECTED CONDITIONS

This analysis assumes classroom loading numbers listed above and continuing the schools current delivery methods. The number of classrooms currently available at the NAS-LC campus is currently sufficient to accommodate the projected number of students over the next 3-4 years, unless enrollment increases at a more rapid pace. Based on staff and student input regarding the existing curriculum, there is demand for additional elective courses that would include expanded arts programs to include expanded music, dance and/ or fine art. The chart below lists the existing instructional spaces for the current year and the future instructional spaces required for the school to meet future increased enrollment and to provide its students with expanded educational programs as well as provide for a dedicated 1/2 size SPED resource classroom for students that require supplemental academic instruction. Over the next five years, the school will need to acquire additional classroom space to satisfy these proposed changes and hire additional teachers, or consider alternative options.

New America School - Las Cruces Grades 9th-12th	Existing Classrooms 2015/16	Future Classroom Demand
General Classrooms		
English	3	3
Math	3	2
Social Studies	2	2
Science (Lab)	1	1
Subtotal General Classrooms	9	8
Specialized Classrooms		
Art/ Music	0	2
Physical Education	1	1
Computer Lab	2	2
Subtotal Specialized Classrooms	3	5
Special Program Classrooms		
ELL/ SPED Resource	1*	1.5*
Subtotal Special Program Classrooms	1*	1.5*
Total Instructional Spaces	13	14.5

* Library is also used as a SPED Resource Room.

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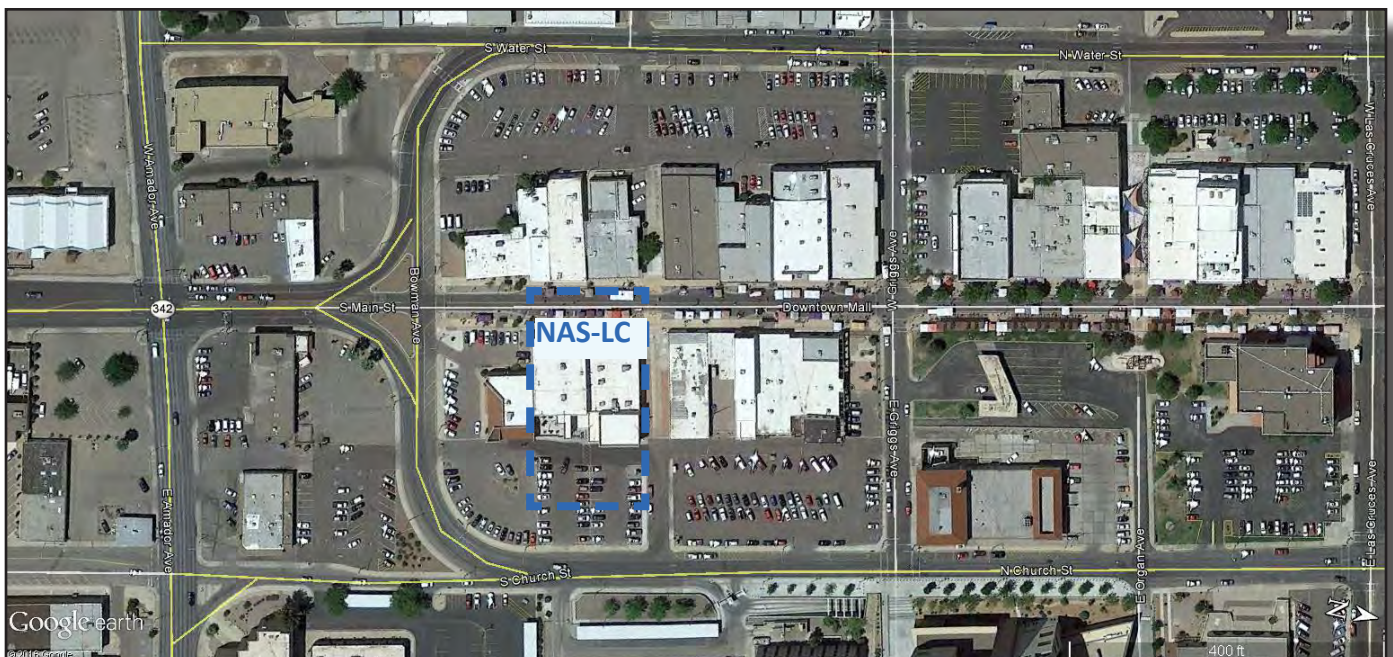
SECTION 2.0 - PROJECTED CONDITIONS

2.3 Site/ Facilities

2.3.1 - Location

The New America School Las Cruces campus has been located at 207 S. Main Street, in the heart of downtown Las Cruces since its opening in 2012. The school has a current lease with the non-profit RCYI (Resources for Children and Youth Inc. a 501C3 nonprofit organization), which currently owns the existing facility and completely renovated this facility in 2012 to meet State of NM “E” occupancy and adequacy standards for NAS-LC. Prior to leasing the property in the current location, the school did seek out vacant available properties from both the Las Cruces Public School District and the City of Las Cruces and no property that would meet the needs of the school was available. The current lease agreement has been approved through the State of New Mexico Public Schools Facility Authority, and is paid for through the school’s annual Lease Payment Assistance Award from the Public Schools Capital Outlay Council.

The existing school site is located on the far south end of Main Street and is access via S. Church Street, which is a one-way street. The parking lot in front of the school is also used as a student drop-off/ pick-up area. The school is also near public transportation routes along S. Water St, S. Campo St, and W. Lohman Avenue, which utilized by some of the students. The main parking area is located directly in front of the school on the east side of the building and is in good condition. There are 32 paved parking spaces (4 of which are ADA) and to the south there is another parking area that contains an additional 23 parking spaces that is paved but not leased by the school. While most of the students that attend during the day are dropped-off and picked-up or use public transportation, parking can often be an issue. Many of the school’s evening students drive to the campus and parking can be a problem if some of the adjacent business have after-hour events. The site does have an outdoor courtyard area near the main entry on the east side and outdoor covered areas for students to gather on the north side of the building. Due to its current urban location, there is not a possibility to create outdoor play-field areas in the future, nor has been identified as a high priority need.



New America School - Las Cruces Campus

SECTION 2.0 - PROJECTED CONDITIONS

2.3.2 - Facility Evaluation

NAS-LC campus consists of 25,366 SF of permanent space that is used for educational use. The original building was constructed in 1965, and in 2012 the school leased the property from the Resources for Children and Youth Inc. (RCYI), which currently owns the existing facility. As part of the lease-agreement, the facility was completely renovated and included a small addition of 3,584 SF to meet State of NM "E" occupancy, NMAS and meet the educational programmatic needs of NAS-LC. All of the existing general classrooms have a maximum classroom loading of 30 students based on the NMAS of 25nsf per student for a high school and NMPED maximum class sizes. As the current utilization and capacity analysis will show, the school based on its current enrollment has adequate classroom space, however as enrollment grows and demand for elective classes increases, additional classrooms will be needed.

The classrooms throughout are all similar in configuration and range from 696 - 984 square feet (excluding the multi-purpose room) and both floors provide students to multi-stall restrooms. There is one shared science lab on the first floor that consists of 712 square feet that has science lab casework, eyewash station and access to small storage room. There are two computer labs (one on each floor) and small library area that is also used for resource instruction.

Conformance with Adequacy Standards

The facilities at conforms at the minimalist level to the NM Adequacy Standards as they pertain to charter schools. However, while NAS-LC is a charter school and receives variances for certain program areas, the school does operate more like a traditional high school by providing its students additional elective options. By operating in the traditional model, as enrollment increases, the school will be need of specific program space that is sufficient to meet the educational needs of the students. Some of the future space needs include art, dance and music classrooms.

Facility Evaluation

Visions In Planning, Inc. evaluated the NAS-LC campus to update PSFA's information in the facility assessment database. Section 5.4 - Master Plan Supporting Documents contains the facility evaluation.

FAD Update

The full FAD update is in Section 5.4 - Master Plan Supporting Documents.

Facility Issues

Visions In Planning, Inc. used the following methods to identify the list partial list of facility issues below:

- Analysis of compliance with adequacy standards
- Physical condition assessment to determine facility conditions needs
- Results of interviews with NAS-LC administration, staff and FMP committee
- Planning team observations

SECTION 2.0 - PROJECTED CONDITIONS

General Classrooms

Classrooms range in size between 696-984 SF with the typical class size averaging from 15-29 students.

- Touch-up painting and interior wall repairs needed
- Additional power is needed
- Insufficient storage in classrooms

Science Labs

- Student workstations are clustered together making it difficult sometimes for multiple groups to work.
- Water is available at the workstations and secure storage room is provided

Special Education

- As enrollment increases in the future, the school will need to be able to provide additional SPED instruction. The existing facility will not be able to accommodate this need.



Staff Spaces

- Main administrative area is well defined and has direct visual access to the main entry.

Additional Facility Needs

- Expanded elective classes are needed to provide students with a more diverse educational experience such as Art and Music. As enrollment increases over the next five years, the school will be able to support the expanded programs, however, the current facility will not be able to accommodate this need as specialty classrooms are needed.



Outdoor Issues

- Additional on-site parking is needed

Statewide Adequacy Standards

New Mexico's statewide Adequacy Standards for primary and secondary educational facilities (NMAC 6.27.30) are guidelines for public school districts to "... provide and sustain the environment to meet the needs of public schools." They are intended to create a minimum facility standard to establish equity among all educational facilities serving New Mexico public school students. Alternative and charter schools may seek a variance for facilities, since they do not necessarily conform to the programs, delivery methods, and facility needs and budgets that are the basis for the standards. It is through these variances that these types of schools are intended to meet many of the facility requirements for their "alternative programs" through "alternative methods." However, both alternative and charter schools must provide the minimum square footage allowances for general classroom spaces, as identified in the NM Adequacy Standards. Because NMAS - LC operates in many ways similar to a traditional high school, it is in need of some of the more "traditional" type classroom spaces found in other traditional high schools in the local district.

SECTION 2.0 - PROJECTED CONDITIONS

It should be noted that while NAS-LC meets these standards in the area's listed below (statute section citations in parentheses), there are several areas in which the schools educational programs - art, dance and music will need to meet the higher requirements of a traditional school in the future.

(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

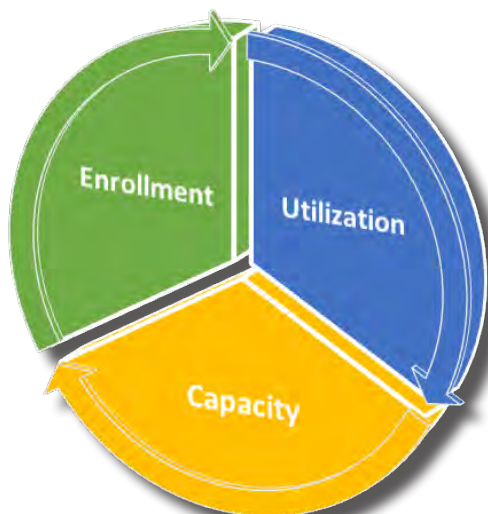
- Appropriate size (A)
- Lighting (C)
- Temperature range (D)
- Acoustics (E)
- Air quality (CO2 PPM) (F)

SECTION 2.0 - PROJECTED CONDITIONS

2.4 Utilization / Capacity Analysis

2.4.1 Utilization / Capacity

Utilization refers to the actual placement of students within the classroom measured against the NMPED maximum or in the case of a charter school - the maximum class size identified and approved in the school's charter. In general, typical high schools do not utilize each classroom to 100% because of the uneven number of students per grade level (i.e., enrollment is not equally divisible by 22, 24, etc.). The PSFA guidelines indicate a maximum efficiency for typical high schools to be 75-85% depending on the type of class scheduling used. For this educational specification, the New America School - LC is currently under-utilized for its given daytime enrollment of 214 (2015/16) at 62% which leaves the school some flexibility to increase its daytime enrollment. The evening enrollment is of 118 (2015/16), has a utilization rate of 71% and when combined with the daytime enrollment the combined utilization of the school is 66%.



Capacity refers to the number of students a school can accommodate. There are two types of capacity measures: Maximum Capacity (also known as Design Capacity), and Functional Capacity.

- Maximum Capacity (Design Capacity) identifies the theoretical number of students that can be housed, using all available instructional spaces (also referred to as “Teaching Stations” (TS) in this educational specification) multiplied by a student loading factor that reflects average pupil/teacher ratios (PTR) based on the standards established by NAS-LC for the Charter School program which has to take into consideration the special needs by the students attending the school.
- Functional Capacity identifies the actual number of students that can be housed, based on instructional spaces (teaching stations) available to regular and C & D level enrollments - multiplied by a student loading factor that reflects average pupil/teacher ratios (PTR) as identified in the school's charter and approved by NMPED. The results are multiplied by factors addressing scheduling utilization, special education inclusion, school size and grade level. Instructional areas that are used for special (federal and categorical) programs are exempted.

Currently the *Maximum/ Design* (100%) Capacity of NAS- LC which leaves minimal to no flexibility is 317 students fully loaded, which with a traditional daytime schedule NAS-LC would not be able to accommodate the existing enrollment nor future enrollment increases. The *Functional Capacity* for New America School - LC is calculated to be a total of 238 students – at 75% efficiency. NAS-LC has an enrollment cap of 450 students and based on both the educational and operational model of the school, serves two age groups (under 18 and over 18) which requires day and evening classes. While the enrollment between the day and evening is somewhat flexible, enrollment for day classes is traditionally kept near 70% of the total enrollment of the school. With the on-going community out reach by NAS-LC, the school is becoming more and more attractive to students in the 18-20 year old range. This age group allows students to choose afternoon, or evening classes, or combination of both. With the addition of the new art and music programs starting in the 2016/17 school year, which will only be offered in the daytime, it is anticipated that the enrollment

SECTION 2.0 - PROJECTED CONDITIONS

during the day will increase. This will result in improved utilization for the facility and will require specialty classroom space for specialty program delivery. As the enrollment increases and the 1.5 classrooms are added, the schools functional capacity will increase to 265, which is close to the 70% desired for daytime enrollment.

The charts on the following pages identifies the number of available classrooms, maximum and functional capacity as well as the actual needed demand for classrooms, while the chart on page 27 demonstrates the schools “actual” utilization based on how the school is used on a daily basis and its utilization of classrooms for evening classes. It should be noted that during the day the school utilizes a “traditional” period class schedule and for evening classes, the school utilizes a “block” schedule to better accommodate students needs.

SECTION 2.0 - EXISTING & PROJECTED CONDITIONS

Table 2.4.1 A Current Classroom Data & Capacity Chart - NAS LC

The Capacity Chart below identifies the current classrooms available, functional capacity and future classroom demand.

	Classroom Data																								Total Existing/ New Classrooms													
Facility Name	General Classrooms						Specialized Classrooms Designed for a Specific Use								Special Program Space (Specially designed space)						Classrooms used for other purposes (Excluded from Capacity)						Total Teaching Spaces (Classrooms/Program Spaces) on site											
	Regular Ed		Special Ed																																			
	Regular Education 1st - 12th		SPED C/ ESL Resource		SPED D Low Incidence		Science Lab (MS/HS)		Computer / Tech		Music / Band		Fine Art/ Film		Multi- Purpose/ Phys Ed Facilities		A & B Resource Rooms		Fed. / Cat. / Title I		PT / OT		Other Use Use Avail		Other Use Not Avail		Sub- standard Spaces		Total Perm	Total Port	Total Perm & Port	% Port	Reg Ed & Specific Use CR		Total SPED C&D	Total Special Program	Other Use exc from Cap	
	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port	Perm	Port		
State Charter School																																						
New America School - Las Cruces	8.0		1.0				1.0		2.0		0.0		0.0		1.0														13.0	0.0	13.0	0.0%	12.0	0.0	1.0	0.0	0.0	
	8.0	0.0	1.0	0.0	0.0	0.0	1.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13.0	0.0	13.0	0.0%	12.0	1.0	0.0	0.0		
Total for Distict	8.0	0.0	1.0	0.0	0.0	0.0	1.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	13.0	0.0	13.0	0.0%	12.0	1.0	0.0	0.0		

	School Capacities												Classrooms Required						
School Facility	Total Number of Classrooms		TOTAL CLASSROOMS	Maximum Capacity		TOTAL MAXIMUM CAPACITY	Total Available Classrooms Existing		TOTAL AVAILABLE CLASSROOMS	Functional Capacity Based on ExistingFacilities		TOTAL FUNCTIONAL CAPACITY*	Current Amount of Classrooms Needed	Current Utilization	Existing Surplus/ Additional Needed Classrooms	Future Classrooms Needed 2020/21	Projected Utilization	Future Surplus/ Additional Needed Classrooms	
	Perm	Portable		Perm	Portable		Perm	Portable		Perm	Portable								
State Charter School	24	Number of Students per Classroom																	
	75%	Utilization Capacity Percentage																	
New America School - Las Cruces	13.0	0	13.0	317.0	0.0	317.0	13.0	0.0	13.0	238	0.0	238	12.0	61%	1 Surplus	14.5	75%	1.5 Needed	
Subtotal	13.0	0	13.0	317.0	0.0	317.0	13.0	0.0	13.0	238	0.0	238	12.0	61%	1	14.5	75%	1.5	

*The school's enrollment is split between day and evening classes which allows for a smaller capacity of the school. In the future as enrollment increases and the 2.5 classrooms are added, the schools functional capacity increases to 265, which is near the 70% desired for daytime enrollment.

SECTION 2.0 - EXISTING & PROJECTED CONDITIONS

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SECTION 2.0 - EXISTING & PROJECTED CONDITIONS

Table 2.4.1 B 2015/16 Utilization Chart - NAS LC

The Utilization Table below is for the schools daytime enrollment, which is what the school’s functional capacity is based on. Based on current daytime enrollment (2015/16) and program demands, the school has sufficient available classrooms to meet its enrollment needs at this time.

New America School - Las Cruces
Facility Utilization Sheet

Date: November 21, 2015

Grade Level	2015/16 40- Day Count	# of Special Needs Students Per Grade	Current Number of Teachers	# of Teaching Spaces
9th Grade	105	3	5	4
10th Grade	78	1	3	3
11th Grade	68	2	4	3
12th Grade	81	1	4	3
TOTALS	332	7	16	13

Utilized Classroom	
Unutilized Classroom	
Teacher Prep	
Shared Classroom	
Non-Educational Use	

Number of Lunch Periods 1

NOTE: GYM IS MULTI-USE AND IS ALSO USE FOR LUNCH

Rm #	Cirm NSF	Max # of St./ Sq Ft	PTR Per Charter / Cirm	A. S. Y /N	PERIOD 1					PERIOD 2					PERIOD 3					PERIOD 4					PERIOD 5					PERIOD 6					PERIOD 7					Tot. St.	PED Max. PTR /Day	Tot. % Rm Occ. / Day	Occ # of Pd.'s / Day	% Pd. / Day
					Time: 8:30 - 9:27					Time: 9:30- 10:27					Time: 10:30-11:27					Time: 12:00-13:27					Time: 13:30-14:57					Time: 14:30-15:27					Time: 15:30-16:27									
					# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject	# of St.	% Rm Occ.	Grade	Teacher Name	Subject					
116	783	31	24	Y	26	108%	9-12	Atkins	Child Developm	14	58%	9	Akins	Alg I	27	113%	10	Atkins	Geometry	19	79%	10	Atkins	Geometry	14	58%	9	Atkins	Alg I	24	100%	9	Atkins	Health		0%		Atkins	Prep	124	160	74%	7	100%
117	838	34	24	Y	0	0%			NONE	0	0%			NONE	0	0%			NONE	23	96%	9-12	Fisk	USHistory	29	121%	9	Fisk	NMHistory		0%		Fisk	Prep	52	160	31%	3	43%					
118	814	33	24	Y		0%		Ray	PREP	22	92%	10	Ray	English 10	26	108%	9-12	Ray	Principals of De	25	104%	9-12	Ray	Prin. Of Democ	17	71%	9-12	Montoya	Financial Lit	16	67%	10	Stathis	World History	0	0%		NONE	106	160	63%	6	86%	
122	764	31	24	Y	0	0%			NONE	18	75%	9-12	Montoya	Online E-2020	18	75%	9-12	Montoya	Financial Lit		0%		Montoya	Prep	0	0%			NONE	0	0%			NONE	0	0%		NONE	36	160	21%	3	43%	
123	712	28	24	Y	0	0%			NONE	0	0%			NONE	19	79%	9	Lee	Physical Science	24	100%	10	Lee	Biology	16	67%	9-12	Mathews	Biology	24	100%	9-12	Mathews	General Sci		0%		Mathews	Prep	83	160	49%	5	71%
128	782	31	24	Y	0	0%			NONE	0	0%			NONE	16	67%	9	Mathews	Physical Science		0%		EA	Prep	17	71%	9	EA	English 9	16	67%	10	EA	World History	0	0%			NONE	49	160	29%	4	57%
201	857	34	24	Y	23	96%	9-12	Morinsilva	Spanish	23	96%	9-12	Morinsilva	Career Explora	18	75%	9-12	Morinsilva	Phychology	28	117%	9-12	Morinsilva	Enlace I	16	67%	9-12	Morinsilva	Enlace II		0%		Morinsilva	Prep	0	0%			NONE	108	160	64%	6	86%
206	696	28	24	Y	0	0%			NONE	18	75%	9	Catanach	Alg I		0%		Catanach	Prep	15	63%	12	Catanach	Alg II	5	21%	9	Catanach	Alg I	20	83%	12	Catanach	AlgII	20	83%	12	Catanach	AlgII	78	160	46%	6	86%
208	796	32	24	Y	0	0%			NONE	0	0%			NONE	0	0%			NONE	25	104%	11	Marshall	English 11	17	71%	9	Marshall	English 9		0%		Marshall	Prep	0	0%			NONE	42	160	25%	3	43%
209	984	39	24	Y	25	104%	9-12	Bustamante	Comm Skills	20	83%	10	Bustamante	English 10	6	25%	9-12	Bustamante	ESL	14	58%	12	Bustamante	English 12	21	88%	12	Bustamante	English 12	18	75%	10	Bustamante	English 10		0%		Bustamante	Prep	104	160	62%	7	100%
212	795	32	24	Y	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	160	0%	0	0%
Multi/Purp	3,737	149	24	Y	16	67%	9-12	Ruiz	Music	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	26	108%	9	Esparza	PE	42	160	25%	2	29%
	12,558	502	288		90	31%				115	40%				130	45%				150	52%				146	51%				147	51%				46	16%				824		41%		62%

Rm #	Cirm NSF	Max # of St./ Sq Ft	PTR Per Charter / Cirm	A. S. Y /N	PERIOD 8					PERIOD 10 (Mon & Wed)					PERIOD 11 (Tues & Thurs)					PERIOD 12 (Mon & Wed)					PERIOD 13 (Tues & Thurs)					Tot. St.	PED Max. PTR /Day	Tot. % Rm Occ. / Day	Occ # of Pd.'s / Day	% Pd. / Day
					Time: - 16:30-17:27					Time: 17:30-19:27					Time: 17:30-19:27					Time: 20:00-22:00					Time: 20:00-22:00									
					# 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					
116	783	31	24	Y	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	50	0%	0	0%
117	838	34	24	Y	0	0%			NONE	25	104%	9-12	Fisk	Princ of Democ	25	104%	9-12	Fisk	World History	22	92%	9-12	Fisk	USHistory	21	88%	9-12	Fisk	Principals of Dem	93	50	78%	2	100%
118	814	33	24	Y	13	54%	9-12	Stathis	Comm Skills	21	88%	10	Ray	English 10	16	67%	11	Ray	English 11	19	79%	9	Ray	English 9	16	67%	12	Ray	English 12	85	50	71%	3	100%
122	764	31	24	Y	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	50	0%	0	0%
123	712	28	24	Y	0	0%			NONE	19	79%	9-12	Mathews	General Sci	16	67%	9-12	Mathews	Biology	12	50%	9-12	Mathews	Biology	19	79%	9-12	Mathews	Gen. Sci	66	50	55%	2	100%
128	782	31	24	Y	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	50	0%	0	0%
201	857	34	24	Y	0	0%			NONE	16	67%	9-12	Morinsilva	ESL	18	75%	9-12	Morinsilva	ESL	17	71%	9-12	Morinsilva	ESL	13	0%	9-12	Morinsilva	ESL	64	50	43%	2	100%
206	696	28	24	Y	0	0%			NONE	15	63%	9-12	Serna	Alg I	19	79%	9-12	Serna	Geometry	17	71%	9-12	Serna	Financial Lit	0	0%			NONE	51	50	43%	2	100%
208	796	32	24	Y	0	0%			NONE	0	0%			NONE	13	54%	11	Guerrero	English 11	14	58%	12	Trotter	English 12	16	67%	12	Guerrero	English 12	43	50	36%	2	100%
209	984	39	24	Y	0	0%			NONE	15	63%	9-12	Reyes	Alg I	0	0%			NONE	17	71%	9-12	Reyes	Financial Lit	0	0%			NONE	32	50	27%	2	100%
212	795	32	24	Y	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	14	58%	9-12	Womble	Intro to Business	14	50	12%	1	50%
Multi/Purp	3,737	149	24	Y	18	75%	9-12	Esparza	PE	0	0%			NONE	0	0%			NONE	0	0%			NONE	0	0%			NONE	18	50	15%	1	100%
	12,558	502	288		31	12%				111	42%				107	41%				118	45%				99	33%				466		34%		71%

AVERAGE UTILIZATION RATE DAY/ EVENING	66%
---------------------------------------	-----

1) Max # of St./Sq. Ft = The maximum number of students allowed per the Statewide Adequacy Standards square feet.
2) PED Max PTR/Clim = PED's maximum pupil / teacher ratio per class period.
3) % Rm Occ. = The number of students column divided by either the PED Max./PTR/Clim column or the Max #of St./Sq.ft column, which ever column is the smaller maximum allowed by A.S. or PED.
4) Tot. St. = The total number of students in the specific instructional space throughout the day.
5) PED Max. PTR/Day = The maximum pupil teacher ratio allowed by PED for specific teacher per day allowed.
6) Tot. % Rm Occ. / Day = Total average percentage room is occupied throughout the day. (count all periods in average)
7) Occ. # of Pd.'s / Day = Occupied number of periods occupied per day. (Prep period may be counted as utilized if teacher does not have a separate office from classroom)
8) % Pd. / Day = The average percent of occupied periods (occupied number of periods divided by the number of periods available per day).

SECTION 2.0 - EXISTING & PROJECTED CONDITIONS

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SECTION 2.0 - PROJECTED CONDITIONS

2.5 Facility Maintenance

2.5.1 - Maintenance Projects

Currently, NAS-LC has an internal work-order process for all of its maintenance needs. As facility maintenance needs arise, requests are made to the Business Manager, who then contacts the appropriate on-call contractor to make the repairs. NAS-LC at this time does not have any major maintenance needs outstanding. However, the school has identified several minor maintenance projects that will be addressed over the Summer of 2016. All of the repair work the will be covered under the schools' lease agreement with RCYI or through use of SB-9 monies and includes:

- Interior Painting/ Repairs: Painting of interior walls and trim as needed.
- Steam cleaning of restrooms and warming kitchen.
- Landscaping maintenance.

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SECTION 3.0 - PROPOSED FACILITY REQUIREMENTS

3.1 Facility Goals and Concepts

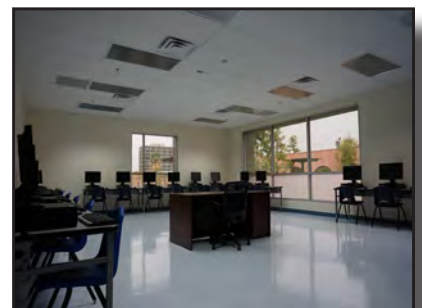
3.1.1 - Facility Goals

The established goals of NAS-LC is to continue to provide a high quality educational environment to serve the needs of students in the central and greater Las Cruces area. The facilities at NAS-LC currently complies with NMSA 1978, §22-8B-4.2. According to statute, NAS-LC is required to meet educational occupancy standards until its next renewal date, July 1, 2017. NAS-LC has planned well in advance of the requirements that are applicable to it under NMSA 1978, §22-8B-4.2(D) come July 1, 2017, by already entering into a lease with a non-profit landlord for a facility that meets adequacy standards. NAS-LC is currently in long-term, renewable lease arrangements for its facilities with a 501(C3) non-profit organization: Resources for Children and Youth Inc. (RCYI). The lease with RCYI, contains provisions requiring the owner to maintain the facilities to adequacy at no cost to the owner as required by NMSA 1978, §22-8B-4.2(a) and (b). Prior to entering these leases NAS-LC established through communications with Las Cruces Public Schools (LCPS) and other public entities that there were no facilities available adequate for NAS-LC's educational program and location requirements.

Currently, the school site is small and cannot support the additional classrooms that it needs to adequately deliver its educational program in the future as enrollment increases, unless it acquires adjacent building space. Through workshops with the Facilities Committee identification of concepts to guide future improvements to NAS-LC facilities were developed and include:

- Continue to maintain existing leased facilities
- Provide specialty classrooms spaces to include fine arts classroom and music classrooms to meet elective needs of students and increase capacity,
- Continue to provide for changes in technology equipment and infrastructure needs
- Continue to improve upon facility safety and site security, and
- Provide additional parking for staff and students, if possible

Additionally, the long term goal of NAS-LC is to have permanent facilities acquired through the lease-purchase program either directly through the school itself or through lease-purchase agreement with the non-profit Resources for Children and Youth Inc. As part of the process to meet that goal as well to be able to expand academic offerings, the school is currently considering acquiring the adjacent building space, which would include an additional .65 acres of property and a 4,689 GSF facility. While this is the schools "preferred" option, NAS-LC may need to consider expansion into another facility in the future, either in another adjacent building or new location if this adjacent space becomes unavailable.



SECTION 3.0 - PROPOSED FACILITY REQUIREMENTS

Based on the future daytime enrollment and classroom needs of NAS-LC, the school will require a **NET** 1.5 additional classrooms to meet its programmatic needs. If the school were to acquire the building directly adjacent to it on the south side, it could renovate the existing space to accommodate the additional classrooms needed as well as support spaces.



New America School - LC Campus (Current Leased Property and Future Property Acquisition)

Facility Space Needs (Existing Facility)

NAS-LC's current facility consists of 12.5 general and specialty classrooms, all of which meet or exceed the minimum NMAS square footage requirements for general classrooms. While the facility was designed to meet its enrollment needs when first acquired, the school is looking at ways to increase and retain its daytime enrollment. Through the Facility Master Plan process and staff interaction with students, the need to increase elective options will be important to the schools longterm success. However, the schools current facilities are primarily general classrooms and computer labs, by adding two specialty multi-use classrooms and providing a dedicated 1/2 size SPED resource classroom will not only increase the functional capacity of the school to accommodate an increase in future enrollment towards its cap, but also provide the needed space for the school to incorporate additional electives into its curriculum.

SECTION 3.0 - PROPOSED FACILITY REQUIREMENTS

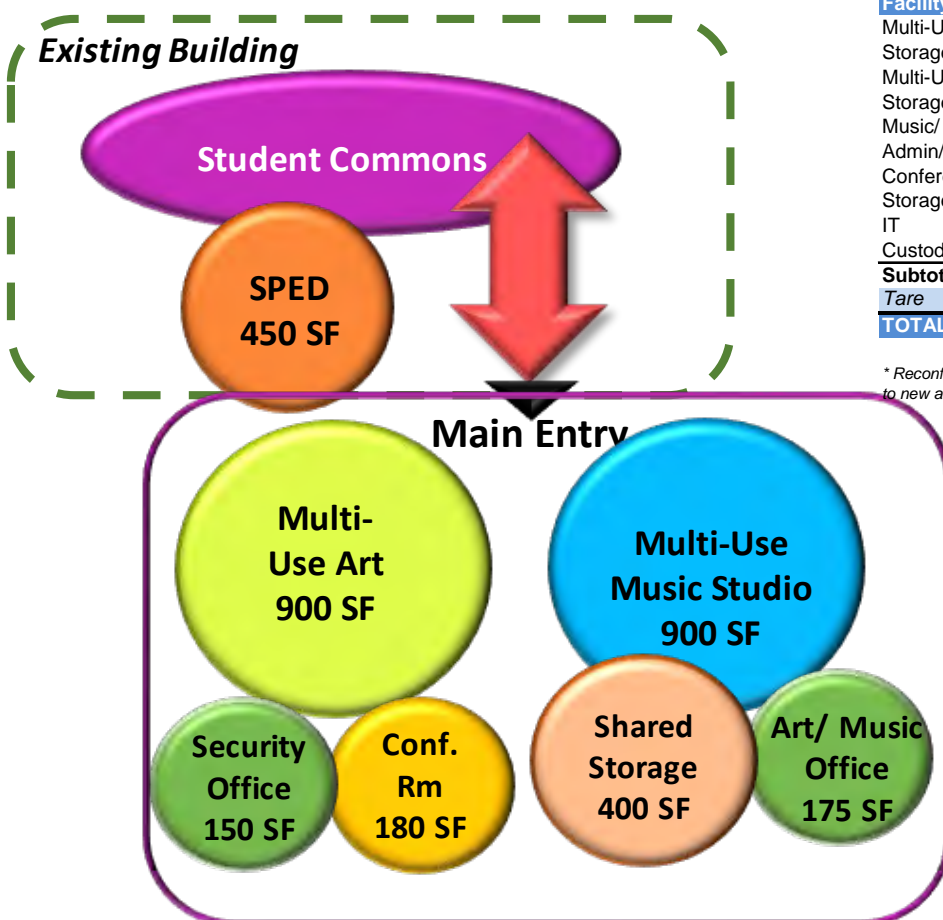
Facility Space Needs (Proposed New Facility)

The overall building organization will be critical to the successful functioning New America School - LC and; key components of the space program as identified by the New America School Network's Standards and the school's Facility Planning Committee have been identified as:

- Music/Dance Classroom
- Art Classroom
- Dedicated SPED Resource Classroom
- Support areas

The diagrams and space programs in this section represent the desired organization of site and building area functional relationships as determined by criteria through the school's Facility Planning Committee, the functional adjacencies are of one area to another but should not be misconstrued as floor plans.

SPACE NEED DIAGRAM



FUTURE CLASSROOM SPACE NEEDS NAS - LAS CRUCES	
SPED (1) -(Existing Building)*	500 SF
Existing Facility	500 SF
Facility Addition	
Multi-Use Art Classroom (1)	900 SF
Storage (Material/ Project)	200 SF
Multi-Use Music Classroom (1)	900 SF
Storage (Instrument/ Music)	220 SF
Music/ Art Office (Shared)	175 SF
Admin/ Security	150 SF
Conference Room	180 SF
Storage	200 SF
IT	100 SF
Custodial	80 SF
Subtotal Program Need - Net SF	3,105 SF
<i>Tare</i>	<i>1,331 SF</i>
TOTAL GROSS SF	4,436 SF

* Reconfigure Classroom 128 to reduce SF and to provide connection to new addition (SF Reduction 382)

SECTION 3.0 - PROPOSED FACILITY REQUIREMENTS

Definitions and Space Calculations

The space programs in this section are presented in table form, with each column providing different information. The first columns identify the space type, the next columns identify the programmed space name, and minimum NSF per NM Adequacy Standards, programmed space needed based upon the input of the requirements established by the New America School Network, school administration and the Facility Planning Committee and includes the summary totals for the area.

Specific nomenclature used by this space program in this section includes the following:

- *Programmed Need per Space:* unit of area expressed in square feet specifically dedicated to the functions and activities within the interior of the space. The assignable square feet relates to the unit area allowed within state planning standards, or the planning standard area per student times the student capacity of the room.
- *Net Area Sub-Total:* The total net assignable square feet contained in all the rooms for that space line item. It is the product of the number of spaces times the net assignable square feet per space. Columns and minor chases may fall within the net assignable floor area.
- *Gross Area Total:* The line item includes all mechanical, electrical, and circulation.

TARE Factor Efficiency: A planning ratio that expresses the amount of area required above the net assignable square feet of functional spaces. The area above the net assignable square feet is referred to as TARE. The TARE includes wall thicknesses, circulation, planning inefficiency, building exterior skin, and physical plant spaces. The effective efficiency suggested in this program is 70% due to the utilization of double loaded corridors and limited space available in the adjacent building.

Summary of Space Needs

As the school works to increasing its *daytime* enrollment as well as its utilization to 75%, the additional specialty classroom space will result in a functional capacity of 265, which is somewhat less than the 70% desired *daytime* enrollment rate of 315 but can be accommodated for through scheduling. In order to meet the programmatic needs in the future as well provide additional instructional space for art, music, dance and SPED programs, the following is recommended:

- Construct 2 new classrooms (art classroom and music/dance classroom) in adjacent building with associated storage are
- Reconfigure existing Classroom 128 from a full size classroom to a ½ size classroom ~ 450 SF for SPED
- Provide required support spaces as required such as restrooms, security, storage, offices and IT.

The space need chart on the following page takes into account the available space within the adjacent buildings' existing square footage to insure that it can accommodate the school's expanded program as well as provide the necessary support spaces that will be needed. There is a floor elevation difference between the NAS-LC building and the adjacent office building, in order to connect the two buildings, Classroom 128 will be renovated and the square footage reduced for use as a dedicated SPED Resource Classroom.

SECTION 3.0 - PROPOSED FACILITY REQUIREMENTS

New America School - Las Cruces Proposed Future Classroom Need					
Space Type	Programmed Space Name	Min SF per Adeq. Stds	Programmed Need	SF Above/ Below Adequacy	Comments
Administrative Area NMA 6.27.31.18 (A-D)	Secure Entry/ Admin	100	150	50	
	Storage	0	200	200	
	Conference Room	0	180	180	
	Subtotal	100	530	430	

Space Type	Programmed Space Name	Min SF per Adeq. Stds	Programmed Need	SF Above/ Below Adequacy	Comments
SPED NMA 6.27.31.14 B	SpEd A-C Resource Room	450	450	0	Part of Existing Facility - CR 128 Reconfigured
	Storage	15	50	20	Storage for materials
	Subtotal	465	500*	20	

Space Type	Programmed Space Name	Min SF per Adeq. Stds	Programmed Need	SF Above/ Below Adequacy	Comments
Specialized Instruction NMA 6.27.31.14	Multi-Use Art Classroom	800	900	100	
	Material/Project Storage	260	200	-60	Storage for equipment & materials
	Multi-Use Music Studio	800	900	100	
	Instrument & Music Storage	260	220	-40	Storage for equipment & music
	Shared Art/ Music Office	200	175	-25	Shared Instructional Office
	Subtotal	2,320	2,395	75	

Space Type	Programmed Space Name	Min SF per Adeq. Stds	Programmed Need	SF Above/ Below Adequacy	Comments
Custodial /Storage / Support *	IT	100	100	0	NMA 6.27.31.19 & 20
	Custodial Closet	80	80	0	
	Subtotal	180	180	0	

Total Net Square Footage			3,105	525	
TARE @ 30%			1,331	225	
Total Gross SF			4,436	750	

SPED RESOURCE ROOM NOT INCLUDED IN THE TOTAL FOR ADDITIONAL SF.

SECTION 3.0 - PROPOSED FACILITY REQUIREMENTS

3.1.2 - Concepts

The overall design concepts for the new classrooms for NAS-LC should include the following:

Safety & Security - The new classrooms should be designed to keep in mind current and acceptable methods of providing safety and security to students and staff from within the school as well as from the outside, taking into consideration the various forms of security problems schools are facing at this point in time. The proposed building should be designed to follow Crime Prevention Through Environmental Design (CPTED) principles and include:

- **Natural Surveillance.** The design concept is directed primarily at keeping intruders easily observable. This concept is promoted by features that maximize visibility of people, parking areas and building entrances: doors and windows overlooking streets and parking areas; pedestrian-friendly walkways; front porches; and adequate nighttime lighting.
- **Territorial Reinforcement.** Physical design can create or extend a sphere of influence. Users then develop a sense of territorial control while potential offenders, perceiving this control, are discouraged. Territorial reinforcement is promoted by features that define property lines and distinguish private spaces from public spaces using landscape plantings, pavement designs, gateway treatments, and “CPTED” fences.
- **Natural Access Control.** This design concept is directed primarily at decreasing crime opportunity by denying access to crime targets and creating a perception of risk to offenders. Control gained by designing streets, sidewalks, building entrances and walks to divert traffic to supervised areas.
- **Targeting Hardening.** This concept is accomplished by features that prohibit entry or access: window locks, dead bolts for doors, and interior hinges.
- **Security cameras as well as security personnel** will be incorporated into the school environment in ways that are not threatening or offensive, but leave the school environment with a sense of freedom and relaxed openness.

Sustainability & Utilities - Efficient and mindful use of energy resources is important to the culture of social awareness at NAS-LC.

- Provide daylight and views to the outdoors to enhance learning where possible to help reduce the need for artificial lighting in the classrooms
- Installation of lighting occupancy sensors in classrooms and offices
- Installation of controls to allow multiple lighting levels in some classrooms
- Reduce energy use through installation of energy-efficient systems and devices, and through conservation policies that govern energy-using behaviors
- Track and monitor utility usage the Utility Direct feature of “School Dude”
- Preventive maintenance practices to maximize life of building systems

Flexible Space - It is the desire of the Facility Planning Committee to create learning spaces that can “flow and adapt” as necessary. The overall design concept for the new classrooms is to continue to provide a “safe small school” feel with its own unique identity that is NAS-LC. The design shall take into consideration the

SECTION 3.0 - PROPOSED FACILITY REQUIREMENTS

need for flexibility as the art and music classrooms will be used for a variety of educational programs and will need to be adaptable to accommodate future changes in education without major modification to the facility.

Community Use - Currently NAS-LC does not provide facilities for community use at this time, however may reconsider use by the community in the future.

Special Considerations:

Informal Learning Opportunities- NAS-LC currently incorporates informal learning opportunities into the design of its existing facility by providing additional power outlets and wireless capabilities throughout the building including the student commons area.

Healthy Environment - The new classrooms should communicate through design the school's desire to teach lifelong fitness and a healthy lifestyle. Colors, texture and environment should convey natural light, fresh air, and a calming quality.

Technology -

- Maintain access to information technology in the new classrooms to facilitate computer- and Internet-based instruction
- Provide for ease of technology upgrades and wireless capabilities throughout the building.

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SECTION 4.0 - CAPITAL PLAN

4.1 Total Capital Needs

4.1.1 - Capital Improvement Funding

Historic and Current Funding Sources

Over the past four years, NAS-LC has continued to increase its enrollment and is working towards increasing its enrollment near its cap of 450 students over the next five years. For the 2015/16 school year the 40-day enrollment was at 332 students for the combined day and evening programs. As enrollment continues to increase in the future, the school's annual lease reimbursement assistance through the PSCOC should also increase, thereby reducing the amount needed from the school's Operational SEG funding to cover the cost of the lease. The lease reimbursement assistance is applied for on an annual basis by the school and is subject to change annually as the lease reimbursement is based on the MEM enrollment and if enrollment increases or decreases so does the lease reimbursement to NAS-LC.

For the 2015-16 academic year, the amount of lease assistance monies the school received was approximately \$179,277, which covers less than half of the school's annual lease cost for 2015/16 of \$371,250 and has to be supplemented from the school's Operational SEG funding. The school also receives a portion of SB-9 funds from Las Cruces Public Schools (LCPS) in the amount of \$72,053 including the State of NM match annually. NAS-LC *does not* receive any funding for facilities from the local LCPS GO Bond as the school is a State Charter School, not an LCPS District Charter School. NAS-LC is not currently eligible for either Standards Based or Systems Based Funding through the PSCOC until successfully renews its Charter 2017, at which time the school will be come eligible for future funding. Due to the recent major renovation of school's facilities in 2012, it is not anticipated that the school will ranked high enough to qualify for matching funding for the next ten to twelve years.

New America School - LC supported the Las Cruces Public Schools in its quest for the successful passage of the February 2016 HB-33 Mill Levy election, which will provide the school with \$108,204 annually over the course of the next six years that can be used towards property acquisition and lease-purchase of the proposed adjacent building for future classrooms.

4.1.2 - Anticipated Preventative Maintenance Needs

Currently the NAS-LC facilities are leased and most of the preventative maintenance needs are currently covered under the current lease agreement. If maintenance needs arise that are not covered under the schools lease agreement, the school utilizes local job order contractors for repairs which are paid for from SB-9 funds. NAS-LC at this time does not have any major preventative maintenance needs outstanding. However, the school has identified a few minor maintenance projects that will be addressed over the Summer of 2016. All of the repair work the will be covered under the schools' lease agreement with RCYI or through use of SB-9 monies and includes:

- Interior Painting/ Repairs: Painting of interior walls and trim as needed.
- Steam cleaning of restrooms and warming kitchen.
- Landscaping maintenance.

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SECTION 4.0 - CAPITAL PLAN**4.2 Capital Improvement Needs****Capital Improvement Plan for New America School - Las Cruces**

The New America School Las Cruces along with the Facilities Master Plan Committee has developed a Capital Improvement Plan to address the identified facility needs for the school over the next six to eight years. While NAS-LC will be self funding many of the projects listed below as part of an overall strategy over the next several years from SB-9 and HB-33 funds, the school may consider to seek PSCOC Funding Assistance for the following Capital Improvement Projects once it is eligible through the Standards Based Rankings process in the future. Additionally, the school may consider as part of a long-term strategy to acquire the existing facility that is currently being leased through the non-profit Resources for Children and Youth Inc., as well as consider acquiring the adjacent building for program expansion through the Lease Purchase Act. Long term if neither of those options is in the school's best interest long-term, NAS-LC may consider expansion into another facility, either in another adjacent building or new location in the future.

New America School - Las Cruces	
Capital Improvement Needs - Current Leased Space	Estimated Budget
Provide Library/ Resource Room Sound Control Panels	\$ 15,000
Technology Upgrades/ Equipment (Over 5 Years)	\$ 150,000
Multi-Purpose Room Improvements (Sound Control/ Wall Protection)	\$ 65,000
Total Estimated Construction Costs (MACC)	\$ 230,000
Soft Cost @ 20% (Includes: A/E Fee's, NMGR & Specialty Consultants)	\$ 46,000
Contingency - 10%	\$ 23,000
Total Project Budget - Current Leased Space	\$ 299,000
Capital Improvement Needs - Future Lease/ Purchase Space	Estimated Budget
Property Acquisition - Lease/ Purchase (4,689 SF)	\$ 660,000
Tenant Improvements/ Renovation for New Classrooms (Lease/ Purchase)	\$ 264,192
Furnishings & Equipment	\$ 75,000
Technology Infrastructure & Equipment	\$ 50,000
Total Property Acquisition & Estimated Construction Costs (MACC)	\$ 1,049,192
Soft Cost @ 22% (Includes: A/E Fee's, NMGR & Specialty Consultants)	\$ 75,000
Contingency - 10%	\$ 42,000
Total Project Budget - Future Lease/ Purchase Space	\$ 1,166,192
Non-Facility Based Capital Needs	Estimated Budget
Transportation - 2 Activity Buses @ \$80K each	\$ 160,000
Maintenance Direct - School Dude @ \$5,000 annually	\$ 25,000
Total Project Budget - Non-Facility Based	\$ 185,000
Total Capital Needs 2016 -2021	\$ 1,650,192

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SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

5.1 Site and Facilities Data

New America School - Las Cruces

Date Opened: 2012

Site Acreage: 0.96

Constructed: 1965, 2012

Permanent SF: 24,633 GSF

NMCI: 0.00%

PSCOC Ranking: NRC-2017

Serves Grades: 9th-12th

2015/16 Enrollment: 332 (40th Day)

Enrollment Cap Per Charter: 450

Functional Capacity: 238 (Adequate Based on
Daytime Enrollment)

Utilization: 66% Day and Evening Average



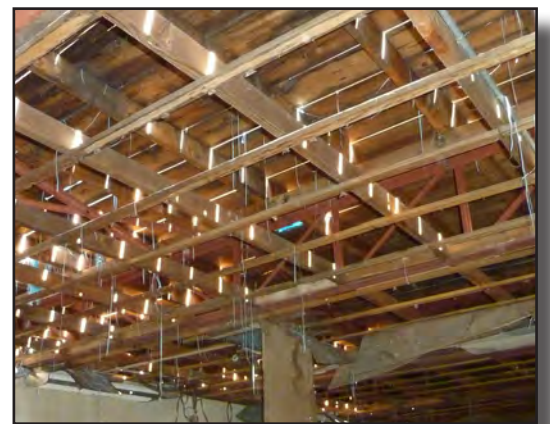
The New America School Las Cruces campus is located at 207 S. Main Street, in the heart of downtown Las Cruces since its opening in 2012. The school has a current lease with the non-profit RCYI (Resources for Children and Youth Inc. a 501C3 nonprofit organization), which currently owns the existing facility and in 2012 renovated this facility to meet State of NM “E” occupancy and adequacy standards for NAS-LC. The two-story permanent facility consists of 24,633 square feet, which includes the 3,584 square foot addition that was completed in 2012.

Site:

The existing school site is located on the far south end of Main Street and is access via S. Church Street, which is a one-way street. The parking lot in front of the school is also used as a student drop-off/ pick-up area. The main parking area is located directly in front of the school on the east side of the building and is in good condition with good drainage. There are 32 paved parking spaces (4 of which are ADA) and to the south there is another parking area that contains an additional 23 parking spaces that is paved but not leased by the school. While most of the students that attend during the day are dropped-off and picked-up or use public transportation, parking can often be an issue. Many of the school’s evening students drive to the campus and parking can be a problem if some of the adjacent business have after-hour events. The site does have an outdoor courtyard area near the main entry on the east side and outdoor covered areas for students to gather on the north side of the building. Due to its current urban location, there is not a possibility to create outdoor play-field areas in the future, nor has been identified as a high priority need. The campus has minimal landscaping which is xeriscaped with low maintenance plants and low-flow irrigation.

Structural/Exterior Closure:

The facility was originally constructed in 1965 (20,782 SF) and received an addition in 2012 (3,584 SF). The building consists of concrete slab on grade and concrete footing, structural steel framing, exterior stud walls with exterior sheathing, with both tile veneer and EIFS that are in good condition. The TPO



SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

roof is in good shape and was replaced in 2012 as part of the tenant improvements required by the school in order to lease the facility. The exterior windows are Low-E glazed, aluminum energy efficient units with aluminum sunshades, and the doors are a combination of aluminum storefront and solid hollow metal doors, all of which were replaced as part of the building's renovation 2012.

Interiors:

The interior spaces are all in good condition, with steel stud framed partition walls with painted gypsum board, FRP wall coverings in the warming kitchen and ceramic tile wainscoting in the restrooms. The ceilings consist of suspended 2x4 acoustical lay-in ceilings in the classrooms, offices, warming kitchen and corridors. Hard ceiling surfaces consisting of gypsum board can be found in all restrooms, storage, and building support areas, and the multi-purpose room is open to the structure. The flooring in the classrooms and offices consists of carpet tile, VCT is in the corridors, warming kitchen, multi-purpose room and restrooms. The interior doors throughout are solid-core wood doors in good condition with ADA locksets.

Mechanical/Plumbing:

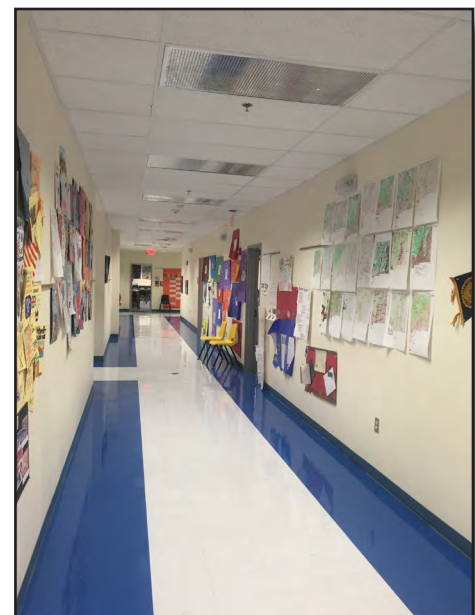
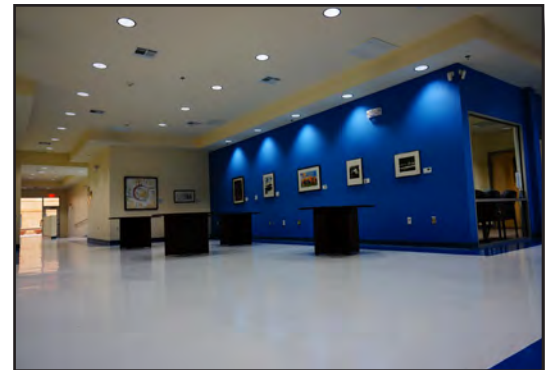
Heating is supplied through combination gas-fired roof top units (RTU's) with refrigerated air which were installed in 2012. The distribution system consists of ductwork, and diffusers. Restroom ventilation is adequate and the plumbing fixtures and piping are in good condition as they were also replaced in 2012.

Electrical:

The campus is fed from a pad-mounted transformer that delivers 300A 480/277 V., 3-phase power that was upgraded in 2012. Lighting is 2nd generation T-8 fluorescent throughout, and illumination is adequate for both the interior and exterior. Emergency lighting with battery back-up is located in all classrooms, interior corridors, and emergency exit signs are illuminated.

Fire Protection/Life Safety Systems/Accessibility:

The fire alarm system consists of annunciators throughout and is activated by pull stations, and is centrally monitored. The building is fully sprinklered and egress is directly to the exterior from the corridors and includes an area of refuge near the elevator on the second floor. The facility does have a security

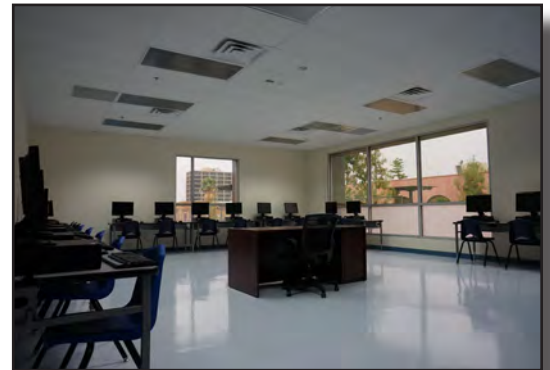


SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

alarm and camera system in place, including at the main entry to control access during the school day. The facility as renovated in 2012, does meet all current ADA requirements.

Educational Adequacy

The school currently has mainly general education classrooms to support its curriculum and to provide minimal elective class options for students such as technology and PE. However, art and music programs are needed to continue to build on the success of the school and will require specialty classroom space for program delivery. The school is in the process of considering acquisition of property on the south-side of the existing building to construct two new classrooms with support spaces as identified in Section 5.5.



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SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

5.2 Site Plan



SITE AERIAL PLAN

New America School - Las Cruces

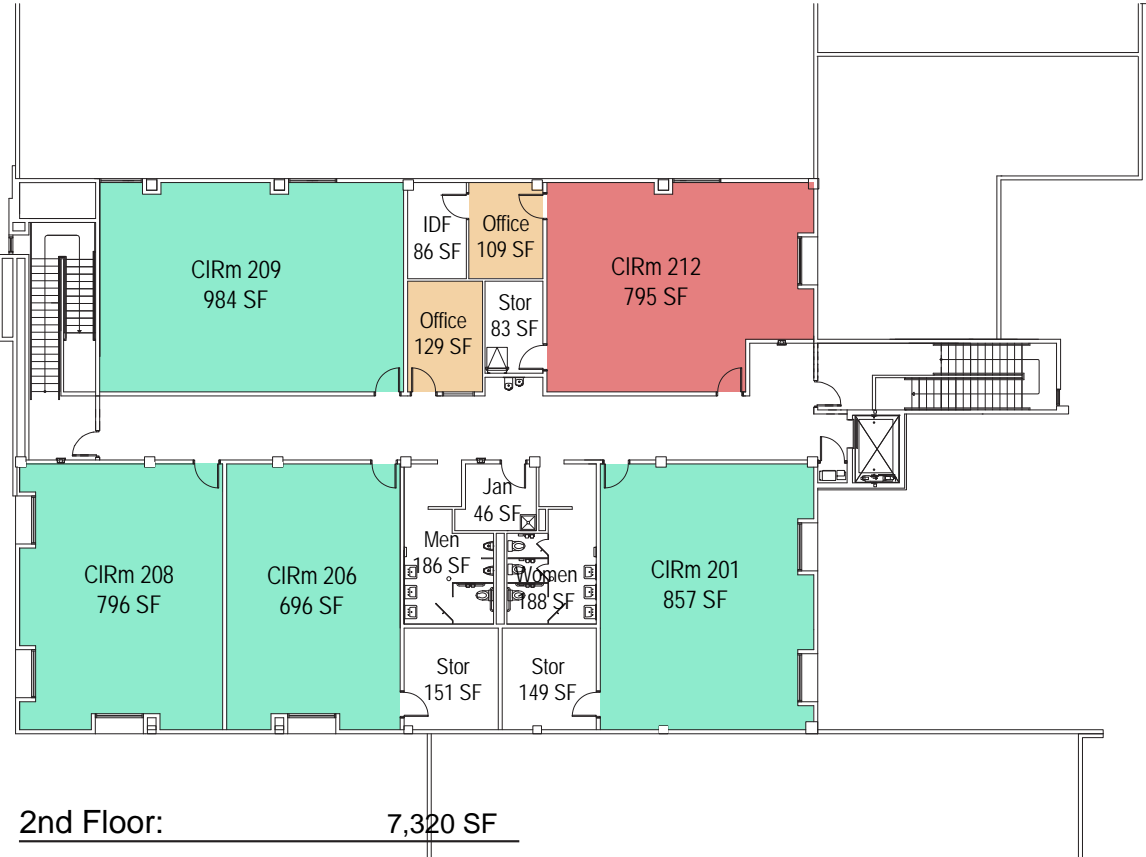
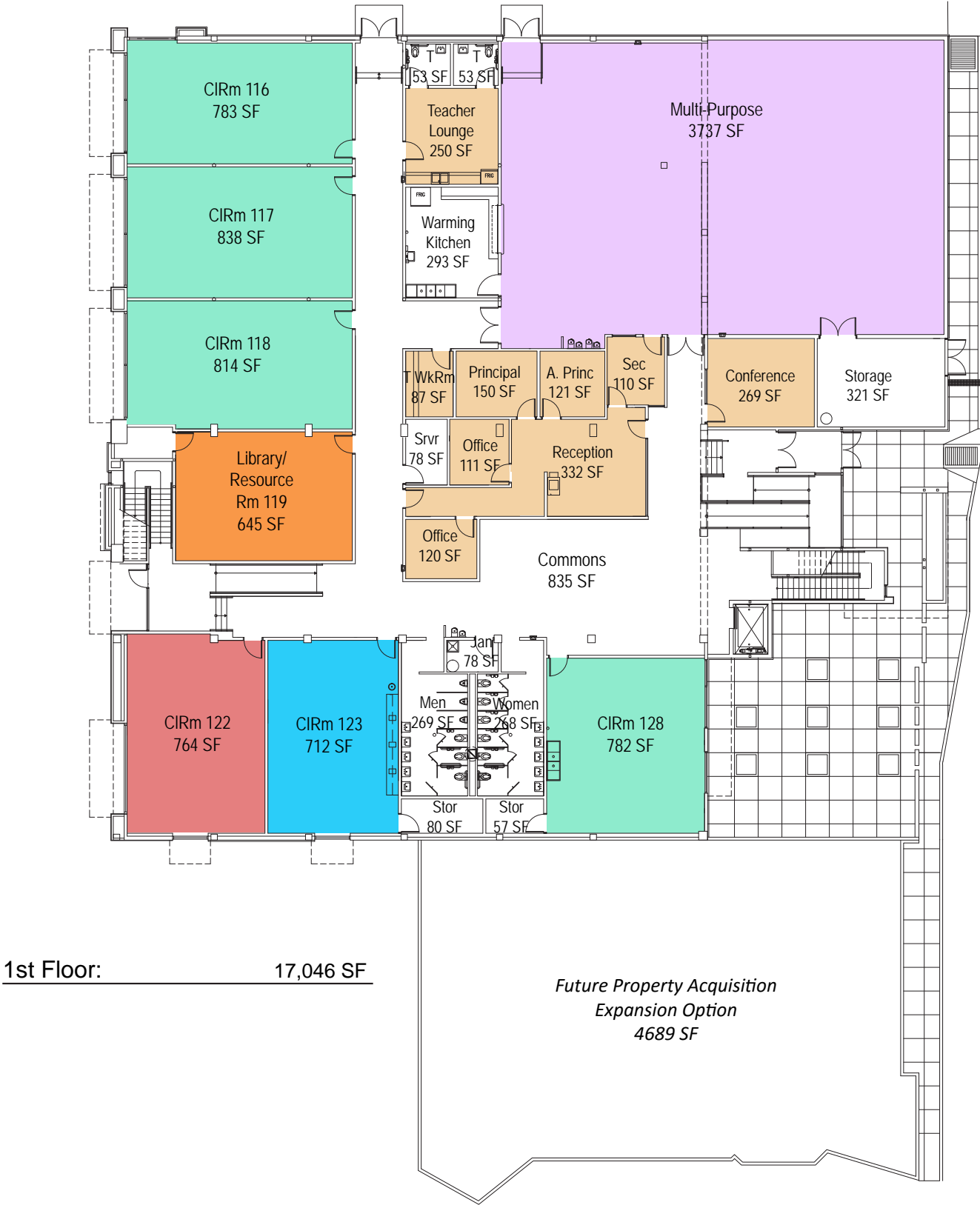
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SECTION 5.0 - SUPPORT INFORMATION

5.3 Floor Plan



FLOOR PLAN 24,366 SF
New America Charter School - Las Cruces

- LEGEND**
- | | |
|-------------------|-------------------|
| Science Lab | Administration |
| General Classroom | Multi-Purpose |
| Computer Lab | Library/ Resource |

SECTION 5.0 - SUPPORT INFORMATION

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SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

5.4 FMAR Report

New America School - LAS Cruces does not have a current FMAR Report available from PSFA. However, As part of the Facility Master Plan process, a facility assessment was completed and the FAD report has been updated for submission to PSFA.

BUILDING EVALUATION SUMMARY

BUILDING EVALUATION SUMMARY				Date of Evaluation	9/25/2015
District	State Charter School			Enrollment	332
School Name	New America School - Las Cruces			Grades	9th-12th
Square Footage	24,366	Acreage	0.94	Capacity	238
Original Construction (Year)		1965	Additions (Year)	2012	
Definitions					
3 Points	Good: Facility building systems are within their identified life-cycle and do not exhibit signs of deterioration or need for replacement/ rehabilitation.				
2 Points	Fair: Demonstrating signs of need and improvement / replacement (life-cycle is almost at term).				
1 Points	Poor: Demonstrating problems, deterioration of systems (expiration of component life cycle), health & safety conditions, mission critical items that if not corrected could cause additional damage to the facility.				
Overall Building Condition					98.6%

SITE	Current Condition			100%	Combined Score
Systems	Good	Fair	Poor	Const. Type	
Drainage	X				3
Pavement	X			Asphalt/	3
Sidewalks	X			Concrete	3
Fencing	X				3
Athletic Fields					N/A
Parent Drop-Off / Pick-Up	X			In front of school	3
Bus Drop-Off / Pick-Up					N/A
Playground Equipment					N/A
Site Utilities	X				3
Overall ADA Compliance - Exterior	X				3
Site					18
Total Points Possible					18

Building Envelope	Current Condition			100%	Combined Score
Systems	Good	Fair	Poor	Building System Type	
Exterior Wall Type	X			Stucco and Tile	3
Exterior Doors	X			Hollow Metal	3
Exterior Windows	X			DbI Insulated	3
Roofing	X			TPO -2012	3
Envelope / Structure					12
Total Points Possible					12

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

BUILDING EVALUATION SUMMARY

				Date of Evaluation	9/25/2015
District	State Charter School			Enrollment	332
School Name	New America School - Las Cruces			Grades	9th-12th
INTERIOR SPACES		Current Condition		93%	Combined Score
Systems	Good	Fair	Poor		
Interior Finishes	X			Some areas need painting (touch-up)	2.5
Kitchen	X			Warming Kitchen	3
General Classrooms	X				2.5
Vocational Wood / Metal Spaces					N/A
Automotive Shop					N/A
Auditorium					N/A
Gymnasium / Multi-Purpose Room	X				3
Overall Locker Rooms	X				3
Overall Restrooms	X			Deep cleaning in student restrooms needed	2.5
Overall ADA Compliance - Interior	X				3
				Interiors	19.5
				Total Points Possible	21
SPECIAL SYSTEMS		Current Condition		100%	Combined Score
Systems	Good	Fair	Poor	Building System Type	
Fire Alarm	X				3
2-Way Communication	X				3
Security	X				3
Technology	X				3
				Special Systems	12
				Total Points Possible	12
MECHANICAL / ELECTRICAL		Current Condition		100%	Combined Score
Systems	Good	Fair	Poor		
Boilers / Chiller					N/A
Rooftop Combo Units - HVAC Refrig. Air	X			Gas-Fired RTU's	3
Rooftop Combo Units - HVAC w/ Evap Cooling					N/A
HVAC - Other:					N/A
Lighting	X			New 2012	3
Electrical Service	X				3
Electrical Systems	X				3
				Mechanical / Electrical	12
300A 480/277 3-Phase				Total Points Possible	12

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

BUILDING EVALUATION SUMMARY

		Date of Evaluation	9/25/2015
District	State Charter School	Enrollment	332
School Name	New America School - Las Cruces	Grades	9th-12th

NOTES:

Site:

The site is overall is flat and has proper drainage from west to east into the street. The parking lot in front of the school is also used as a student drop-off/ pick-up area. The main parking area is located directly in front of the school on the east side of the building and is in good condition with good drainage. There are 32 paved parking spaces (4 of which are ADA) and to the south there is another parking area that contains an additional 23 parking spaces that is paved but not leased by the school. While most of the students that attend during the day are dropped-off and picked-up or use public transportation, parking can often be an issue. Many of the school's evening students drive to the campus and parking can be a problem if some of the adjacent business have after-hour events. The site does have an outdoor courtyard area near the main entry on the east side and outdoor covered areas for students to gather on the north side of the building. Due to its current urban location, there is not a possibility to create outdoor play-field areas in the future, nor has been identified as a high priority need. The campus has minimal landscaping which is xeriscaped with low maintenance plants and low-flow irrigation.

Exterior:

The facility was originally constructed in 1965 (20,782 SF) and received an addition in 2012 (3,584 SF). The building consists of concrete slab on grade and concrete footing, structural steel framing, exterior stud walls with exterior sheathing, with both tile veneer and EIFS that are in good condition. The TPO roof is in good shape and was replaced in 2012 as part of the tenant improvements required by the school in order to lease the facility. The exterior windows are Low-E glazed, aluminum energy efficient units with aluminum sunshades, and the doors are a combination of aluminum storefront and solid hollow metal doors, all of which were replaced as part of the building's renovation 2012.

Interiors:

The interior spaces are all in good condition, with steel stud framed partition walls with painted gypsum board, FRP wall coverings in the warming kitchen and ceramic tile wainscoting in the restrooms. The ceilings consist of suspended 2x4 acoustical lay-in ceilings in the classrooms, offices, warming kitchen and corridors. Hard ceiling surfaces consisting of gypsum board can be found in all restrooms, storage, and building support areas, and the multi-purpose room is open to the structure. The flooring in the classrooms and offices consists of carpet tile, VCT is in the corridors, warming kitchen, multi-purpose room and restrooms. The interior doors throughout are solid-core wood doors in good condition with ADA locksets.

Mechanical/ Electrical/ Special Systems:

Heating is supplied through combination gas-fired roof top units (RTU's) with refrigerated air to cool the facility, which were installed in 2012. The distribution system consists of ductwork, and diffusers. Restroom ventilation is adequate and the plumbing fixtures and piping are in good condition as they were also replaced in 2012.

The campus is fed from a pad-mounted transformer that delivers 300A 480/277 V., 3-phase power that was upgraded in 2012. Lighting is 2nd generation T-8 fluorescent throughout, and illumination is adequate for both the interior and exterior. Emergency lighting with battery back-up is located in all classrooms, interior corridors, and emergency exit signs are illuminated.

The fire alarm system consists of annunciators throughout and is activated by pull stations, and is centrally monitored. The building is fully sprinklered and egress is directly to the exterior from the corridors and includes an area of refuge near the elevator on the second floor. The facility does have a security alarm and camera system in place, including at the main entry to control access during the school day. The facility as renovated in 2012, does meet all current ADA requirements.

**NRC - New America
Charter School - Las
Cruces Campus**District: **Chartered
Schools**

School:

School ID: **549001****High Level Overview****General Information**

Location:	Las Cruces, NM 88001	Ed. Adequacy Model:	Charter School Educational Adequacy
School Type:	High	Ed. Adequacy CCI:	100.00%
School Category:	Charter	School CCI City:	RSMEANS2016:US_NM_ALBUQUERQ, UE

NMCI Statistics

Number of Students:	326	Number of Buildings:	1
Growth Factor:	1.00	Number of Portables:	0
Total Gross Square Feet:	24,329	Building Square Feet:	24,329
Site Size (Acres):	0.00	Portable Square Feet:	0

NMCI School Metrics

Replacement Cost:	\$3,749,876	Unweighted Repair Cost:	\$95,488
Weighted Repair Cost:	\$23,365	Unweighted Educational Adequacy Cost:	\$213,946
Weighted Educational Adequacy Cost:	\$641,839	Total Unweighted Cost:	\$309,434
Total Weighted Cost:	\$665,203	Unweighted NMCI Score:	8.25
Weighted NMCI Score:	17.74		

NMCI Facility History

Last Assessment Date:	09-13-2013	Previous Award, Yes or No, Year if Yes:	No
Closed:	No		

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Executive Summary Report



District: Schools **School:** NRC - New America Charter School - Las Cruces Campus **School ID:** 549001

Facility Description

State Charter Opening 2012
Serving Grades: 9-12
Dominic DiFelice: ddfelice@newamericaschool.org

SEE UPDATED EXECUTIVE SUMMARY



Executive Summary Report

District: **State Chartered Schools** School: **NRC - New America Charter School - Las Cruces Campus** School ID: **549001**

Asset Level Summary

Building Name	Cost Model	Repair Cost (Unweighted)	Repair Cost (Weighted)	Year Built	Size	Type	Use
Main Building (2012)	Elementary School Building	\$86,920	\$21,730	2012	24,329	Building	Educational
Site	Elementary School Site	\$8,568	\$1,635	2012	24,329	Building	Site
Building Totals		\$95,488	\$23,365				
Educational Adequacy Need	Charter School Educational Adequacy	\$213,946	\$641,839				
School Totals		\$309,434	\$665,203				

The facility was originally constructed in 1965 (20,782 SF) and received an addition in 2012 (3,584 SF).



**NRC - New America
 Charter School - Las
 Cruces Campus**

**State Chartered
 Schools**

School:

School ID: **549001**

Asset Detail

Building Name:		Main Building (2012)		Cost Model:				Elementary School Building				Size: 24,329	
Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments	
Air/Ventilation Equipment	\$3.06	20	110%	2012	2032	4%	33.25%	\$3,273	9	.25	\$818		
Ceiling Finishes	\$5.58	30	110%	2012	2042	2%	33.25%	\$2,656	9	.25	\$664		
Communications and Security	\$2.12	15	90%	2012	2027	7%	33.25%	\$3,298	9	.25	\$825		
Emergency Light and Power	\$0.43	20	90%	2012	2032	4%	33.25%	\$376	9	.25	\$94		
Exterior Doors and Windows	\$5.66	30	110%	2012	2042	2%	33.25%	\$2,691	9	.25	\$673		
Exterior Walls	\$11.15	100	100%	2012	2112	0%	33.25%	\$434	9	.25	\$108		
Fire Detection/Alarm	\$1.98	15	90%	2012	2027	7%	33.25%	\$3,081	9	.25	\$770		
Floor Finishes	\$5.83	12	110%	2012	2024	11%	33.25%	\$17,343	9	.25	\$4,336		
Foundation/Slab/Structure	\$15.98	100	100%	2012	2112	0%	33.25%	\$622	9	.25	\$156		
HVAC	\$22.84	30	100%	2012	2042	2%	33.25%	\$9,879	9	.25	\$2,470		
Interior Doors and Partitions	\$0.00	50	90%	2012	2062	1%	33.25%	\$0	9	.25	\$0		
Interior Walls	\$7.90	60	90%	2012	2072	0%	33.25%	\$769	9	.25	\$192		
Lighting/Branch Circuits	\$11.35	30	90%	2012	2042	2%	33.25%	\$4,419	9	.25	\$1,105		
Main Power/Emergency	\$1.33	30	90%	2012	2042	2%	33.25%	\$516	9	.25	\$129		
Other Equipment	\$6.59	60	110%	2012	2072	0%	33.25%	\$784	9	.25	\$196		
Plumbing	\$15.49	30	100%	2012	2042	2%	33.25%	\$6,700	9	.25	\$1,675		
Roof	\$15.47	20	120%	2012	2032	4%	33.25%	\$18,067	9	.25	\$4,517		
Sprinklers and Standpipes	\$3.66	50	130%	2012	2062	1%	33.25%	\$740	9	.25	\$185		
Wall Finishes	\$4.17	12	100%	2012	2024	11%	33.25%	\$11,271	9	.25	\$2,818		
Total:								\$86,920			\$21,730		



State Chartered Schools District: **NRC - New America Charter School - Las Cruces Campus** School ID: **549001**

Asset Detail

Building Name:		Site		Cost Model:				Elementary School Site				Size: 24,329	
Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments	
Fencing	\$0.63	100	90%	2012	2112	0%	33.25%	\$22	0	0	\$0	N/A	
Parking Lots	\$4.07	20	110%	2012	2032	4%	33.25%	\$4,360	9	.25	\$1,090		
Playground Equipment	\$1.45	15	80%	2012	2027	7%	33.25%	\$2,007	0	0	\$0	... RR: None, Category 8 override applied. 10/7/2013 CJA This is a charter school, set category override to N/A.	
Site Lighting	\$2.79	40	100%	2012	2052	1%	33.25%	\$679	9	.25	\$170		
Site Specialties	\$0.29	40	100%	2012	2052	1%	33.25%	\$71	9	.25	\$18		
Site Utilities	\$2.17	50	120%	2012	2062	1%	33.25%	\$405	9	.25	\$101		
Walkways	\$2.15	30	110%	2012	2042	2%	33.25%	\$1,025	9	.25	\$256		
Total:								\$8,568			\$1,635		



**NRC - New America
Charter School - Las
Cruces Campus**

**State Chartered
District: Schools**

School:

School ID: **549001**

Educational Adequacy Detail

Population

Growth Factor:	1	Number of Kindergarten Students:	0
Number of Staff:	0	Number of 1-5 Students:	0
Number of Students:	326	Number of 6-8 Students:	0
Number of Special Education Students:	0	Number of 9-12 Students:	326

Square Footage

Permanent GSF:	24,360	General Storage NSF:	922
Portable GSF:	0	Maintenance or Janitorial Space NSF:	0
Admin NSF:	1,402	Media Center NSF:	0
Art/Music NSF:	754	Parent Work Space NSF:	0
Assembly NSF:	3,750	Physical Ed NSF:	3,750
Career Ed NSF:	0	Science Classroom NSF:	110
Computer Lab NSF:	759	Science Storage NSF:	0
Faculty Work Area NSF:	240	Special Education Classroom NSF:	210
Food Service NSF:	3,830	Student Health NSF:	0
General Classroom NSF:	6,143		

Classrooms

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

Number of Paved Parking Spaces:	43	Number of Bus Drop Offs:	1
Number of Handicap Parking Spaces:	4	Number of Student Drop Offs:	1
Number of Gravel Parking Spaces:	0		

Miscellaneous

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



State Chartered Schools
District: Schools

NRC - New America Charter School - Las Cruces Campus
School ID: 549001

EA Deficiencies

EA Cost Model: Charter School Educational Adequacy

Name	Actual Value	Required Value	Unit Cost	CCI Adj Unit Cost	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)
Insufficient General Classroom Square Footage	6,143	8,150	\$80	\$80.00	\$213,946	7	3	\$641,839
Missing or Inadequate Multi-use Play Area	0	0	\$11,436	\$11,436.30	\$0	8	.5	\$0
Insufficient Total Parking	43	0	\$1,322	\$1,321.66	\$0	6	1	\$0
Insufficient Student Health Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Student Drop Off	1	0	\$21,000	\$21,000.00	\$0	6	1	\$0
Insufficient Special Education Square Footage	210	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Storage Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Square Footage	110	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Physical Education Square Footage	3,750	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Parent Work Space	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Media Center Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Janitorial Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Storage	922	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Food Service Square Footage	3,830	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Faculty Workspace	240	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Computer Lab Square Footage	759	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Career Ed Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Bus Drop Off	1	0	\$20,800	\$20,799.69	\$0	6	1	\$0
Insufficient Administrative Square Footage	1,402	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Art and Music Square Footage	754	0	\$80	\$80.00	\$0	7	3	\$0
Inadequate Number of Handicap Spaces	4	0	\$144	\$143.52	\$0	6	1	\$0
Inadequate Number of Chemical Storage Units	0	0	\$1,464	\$1,464.30	\$0	8	.5	\$0
Total					\$213,946			\$641,839

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

5.5 Detailed Space & Room Criteria

In order to meet the increased daytime enrollment needs in the future and to provide additional classrooms for elective instruction; NAS-LC has determined the types of classrooms it would need to construct to meet the expansion of its program. The future expansion of the facility may be in the adjacent office building to the south, if the school can acquire the property or may need to consider alternative options in the future including possible relocation to another facility to meet its space needs. The school intends to utilize proceeds from the February 2016 HB-33 election, towards the future lease-purchase of available property and debt service for tenant improvements.

The following space criteria has been developed by the New America School Network as a way to maintain consistency while reducing operation and maintenance costs at all of its school campus's including New America School - LC.

5.5.1 - Technology & Communications Criteria

Low Voltage System/ Network Wiring & Phones

- Install the low voltage IT system[s]
- A security system and security cameras will be installed
 - o Interior cameras will be installed to provide coverage of all public areas [no blind spots] and sensitive/high dollar value areas
 - o Exterior cameras will be installed to provide coverage of areas with special consideration to blind and minimum visible area
- Design-builder is responsible to coordinate with owner and IT Contractors for low voltage system locations and to provide j boxes and conduit
- Design-builder is required to identify an existing or to provide a phone Dmark
- Telephone and Data outlets shall be 4" square flush boxes with single or double plaster rings to accommodate the jack and plates provided by the telephone/data sub-contractor
- Data Ports – Provide:
 - o A minimum of six [6] or 3 dual ports in each classroom
 - o A minimum of 32 in each Computer Classroom – depending on design these may be wall, power/data pole and/or raised floor provided
 - o Four [4] in the Conference Room
 - o A minimum of 10 in the LRC – more may be provided if LRC also serves as a computer classroom
 - o A minimum of 8 in the Student Commons
 - o Two [2] in the Staff Lounge
 - o Two [2] in each Teacher Area
 - o Four [4] in the Administration Security Area
- Provide [1] ¾" conduit from each wall mounted telephone or data outlet stubbed and bushed into the accessible ceiling. Verify conduit size with subcontractor
- Phone system. The phone system will be voice over IP [VoIP] internally, and connect to the provider by either VoIP [SIP protocol] or PRI. The NAS standard phone system is Allworx
- Provide an interior phone system to communicate between the reception and vestibule. This will be integrated with the regular phone system

All Others

- An alarm system will be installed in all classrooms and offices
- An electronic door strike and access system will be installed and controlled from the reception area

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

- o A card access pad will be provided at the main entrance for staff access
 - o A key pad[s] will be provided at the door[s] into the administrative area
- A roof mounted antenna will be installed with conduit to the MDF room
 - o Depending on design requirements, a separate antenna for alarm/security systems
- For internet, copper or fiber optic cable provided by local telco are preferred.
 - o Microwave is acceptable if no other sources of high-speed connections are available
- A public address [PA] system will be provided so all occupied areas can receive announcements
- A UPS will be installed in the MDF Room – design and capacity to be coordinated with NAS
- Design-builder will provide power for the UPS
- Adequate wifi coverage will be provided throughout the building
- Each classroom will have one smart board and a minimum of one computer. Smart boards to be provided and normally mounted on North or South wall of each classroom and Conference room. Rough in to be provided by design-builder
- Computer classrooms will have one smart board and 25 - 30 computers. Smart Boards, see above comment
- Each individual office will have one computer
- The LRC will have up to six computers
- The Commons and Student Lounge will have up to 12 computers
- Provide card reader on the outer and inner vestibule doors of the main entrance
 - o Provide a buzzer button by the inner vestibule door card reader to activate a buzzer alarm in the Administration Office
 - o Provide conduit from the Administration Office to the door striker of the inner vestibule door
- Macro IT Check List
 - o Obtain proposed desk locations and verify no obstruction
 - o Walk through the computer lab plans and check both power drops [2 per computer] and network drops for the layout
 - o Provide early alternatives to the iphone
 - o Plan on a phone in every non-storage room
 - o Discuss security camera requirements and locations as early as possible in the preplanning phase
 - o Determine drops for WAPs, cameras, etc.
 - o Run cat-6 alongside camera cables
 - o Coordinate with security and sub contractors
 1. Determine requirements for pots or network.
 2. If network, determine if internet or local. NAS internally will determine vlan requirements
 - o Finalize drop layout with users and subs and freeze design
 - o Monitor cabling and security to ensure controllers are being mounted near drops

5.5.2 - Power Criteria

Electrical

- Service for the NAS facility shall be at least 25% more than design load
- Power for the MDF will be a minimum of 2 20A 120V circuits; will vary depending on the number of servers and other components
- Fluorescent ballasts shall be electronic with less than 20%THD

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

- Provide 120 volt 20 amp circuit to control panel furnished by the fire alarm supplier
- For Computer Rooms - Provide and install Option 1: wall electrical and data outlets to support 30 students and 2 teacher computer locations; or Option 2: power/data poles may be used – approximately one pole per five students
- Electrical Outlets – Provide
 - o Every classroom should have a minimum of seven [7] duplexes and four [4] quads
 - o The Commons should have a minimum of 10 duplexes and four [4] quad outlets
 - o The Teacher work/copier room should have a minimum of two [2] duplexes and two [2] quads
 - o Security office should have two [2] duplexes and two [2] quads
- Electrical outlets in other rooms should be for normal school/commercial use

5.5.3 - Lighting and Daylighting Criteria

Lighting

- Each room will have a light occupancy sensor switch
- All areas will meet the minimum lums for schools and universities
- For classrooms, administrative rooms, LRC, lavatories kitchen use Fluorescent 1: Type A: 2' x 4': Lensed Troffer/48" T8 32W/Electronic. Metallic egg crate lenses are been specified
- For Student Commons will have designer fixtures which could be Compact Fluorescent 1 and/or 2 Type D Decorative and/or recessed can lights

Windows-Glazing

- Install new impact resistant glazing film on new and existing windows in the administration area
- Install exterior windows tinted with one-way coating
- Exterior windows and interior windows [except those for the lunch room and multi-purpose rooms will have horizontal mini-blinds
- Classrooms on the exterior walls, without windows, will be provided with a minimum of 60 sf of glazing; 80 SF is preferred - [this will require saw cuts of existing masonry with potentially structural lentils]
 - o If exterior windows cannot be provided, such as for interior classrooms, skylights or light tubes will be provided
- Interior windows, 4' x 4' will be provided for
 - o Admin reception area to entrance [2]; Admin/Security Area to hallway [2]; conference room to hallway [1]; multipurpose room to hallway [2]; LRC [2-4] and designated offices such as the Principal [to view public spaces and waiting areas], Counselor and Nurse; these numbers may be adjusted depending on actual conditions
- Skylights/Light Tubes. Skylights and Light Tubes are to be considered for public areas such as the Student Commons
- All new exterior windows will have appropriate tempered and insulation qualities

5.5.4 - Furnishings Criteria & Equipment

Special Education Classrooms

The Special Education classroom is used for small group and individual resource instruction and shall have adequate space to accommodate 10-12 students. Each classroom will have a full information technology

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

suite for the teacher; will have several data ports available for student computers, sufficient electrical outlets for normal and extraordinary/special activities, and the infrastructure [internal wall support and data port and power] to support a Smart Board. Special Education classrooms should have a minimum area of 450 SF per State of NM Adequacy Standards.

Multi-Purpose Art Classroom

This classroom has the infrastructure and finishes to be an art classroom and a general purpose classroom. To support the art curriculum it will have sinks, cabinets and a hard surface floor. Additionally it will have an attached storage room. To support the general curriculum it will have sufficient electrical and data ports. A designated wall will have internal wall support and data port and power to support a Smart Board. Due to its multi-purpose function this area should be a minimum of 900 SF with 1,000+ SF preferred. Note: the Art and Science classrooms may share an adjacent storage room.

Multi-Purpose Music Classroom

This classroom has the infrastructure and finishes to be a multi-use music and dance classroom. To support the curriculum, the room will have cabinets to store instruments and a rubber surface floor and one wall to have a mirrored surface and acoustic sound panels. Additionally, it will have an attached storage room if possible. The room will require additional infrastructure to that it can support the general curriculum if need be in the future and will include sufficient electrical and data ports. A designated wall will have internal wall support and data port and power to support a Smart Board. Due to its multi-purpose function this area should be a minimum of 900 SF with 1,000+ SF preferred.

Administrative/ Security Area

The security office will provide area for desks and files for security personnel. The office will have windows to provide the maximum visibility of the main entrance and public areas. This office will have information technology to include phone, internet and computer network. Additionally, this office will be an auxiliary location for control and use of the school's security alarm and camera systems. This area should be a maximum of 175 SF

Administrative/ Conference Room

The conference room should be able to accommodate meetings of the school staff with some visitors. The room should be equipped with information technology to include phone, internet and computer network. This area should be a minimum of 180 SF.

Support Areas

Storage Room[s]

A minimum of one storage room should be provided. This area will store unused furniture and equipment, academic materials and lunchroom equipment. This room should be adjacent or near the Student Commons. A minimum of 50 SF storage area should be provided with up to 100 SF preferred.

Lavatories

Student boys and girls lavatories will be provided. The fixture count will be determined by code. Depending upon the availability of space and funding, two sets of student lavatories may be provided. One set in the academic area of the school and one set adjacent or near the multi-purpose room. Staff lavatories, separate from students, will provided.

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

MDF/IDF

A Main Distribution Frame [MDF] [network closet] for computer servers and racks will be provided. This area must be air conditioned. The area size will be dependent upon the equipment. For planning purposes, an area of at least 100 SF should be provided. Depending upon the amount of equipment and the distances separating all the school areas, a separate Intermediate Distribution Frame [IDF] may be required. This area may be as small as 15 SF but will require air conditioning.

Custodian/Janitor Area[s]

A minimum of one custodian/janitor closet is required. This will have a mop sink and storage area for cleaning materials and equipment. If possible one closet should be provided in the academic area and one closet adjacent to the multi-purpose room.

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SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

5.5.5 - Criteria Sheets

Name of Space		Special Education Classroom	
Program	High School Special Education		
Number of Occupants	1- Teaching Staff and 8-12 Students		
Net Square Feet:	450		
Activities & Function			
Educational	Individual & Resource Instruction		
Operational	Multi-Subject		
Community	N/A		
Functional Adjacency Requirements			
Direct Access	Corridor		
Indirect/ Near	N/A		
Not Adjacent/ Separate	Public Areas/ Building Support		
Environment			
Temperature	68-75 degrees		
Acoustic	Acoustic separation from Corridors; Max 55dB per NM Adequacy Standards		
Lighting	50-70 fc even across space - occupancy sensor		
HVAC	Provide New HVAC System with EMC system, exhaust fan		
Aesthetic	Organized storage area		
Furnishings			
Marker Boards/ Tackable Surfaces	Markerboards (1) 4' x12'; Tackable Surface (1 Min) 4' x8'		
Storage	Lockable casework		
Movable Furniture	Desks & Chairs for multiple configurations		
Projection Surfaces	Smartboard		
Casework	Movable Casework		
Equipment	Teacher computer, Ceiling mounted projector power and LAN plug		
Plumbing	None		
Interior Finishes			
Flooring	Carpet		
Walls	Painted finish - 2 color		
Ceiling	9'-0" min, Painted Gyp Board		
Windows			
Exterior	Non-Glare Windows - Low "E"	Operable: Yes	Blinds: Yes
Interior	None	Operable: N/A	Blinds: N/A
Furnishings			
Voice	Telephone; handset with intercom		
Data	LAN access; wireless		
Audio/ Visual	TV Video Input Jack		
Clock/ Intercom	Standard Clock Utilized by School; Intercom		
Security	Lockable Metal Door		
Fire Alarm	Smoke Detector and strobe as required by Code		
Special Notes			
NONE			

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space

Art Classroom

Program High School Fine Art
 Number of Occupants 1- Teaching Staff and 22-28 Students
 Net Square Feet: 900 NSF

Activities & Function

Educational Fine Art
 Operational Art Instruction
 Community N/A

Functional Adjacency Requirements

Direct Access Corridor
 Indirect/ Near Student Commons
 Not Adjacent/ Separate Building Support

Environment

Temperature 68-75 degrees
 Acoustic Acoustic separation from Student Commons; Max 55dB per NM Adequacy Standards
 Lighting Non-glare; Natural light desired (borrowed ok); 50-70 fc even across space
 HVAC Provide New HVAC System with individual thermostat control and EMC system
 Aesthetic Student instructional area; conducive to display of student materials

Furnishings

Marker Boards/ Tackable Surfaces Markerboards (2) 4' x12'; Tackable Surface (1 Min) 4' x8'
 Storage Lockable casework and Storage room
 Movable Furniture Student work tables - 4' x 4' tables on casters, 32" stools,
 Projection Surfaces Smartboard
 Casework Countertop over 36" wide base cabinets, Paper storage and Vertical storage cabinets-
 Double doors. Adjustable, lockable, and movable storage cabinets
 Equipment Teacher computer, Ceiling mounted projector power and LAN plug
 Plumbing Sink with hot and cold water

Interior Finishes

Flooring VCT
 Walls Painted finish - 2 color
 Ceiling 9'-0" min, Acoustic Ceiling Tiles

Windows

Exterior	Non-Glare Windows - Low "E"	Operable: Yes	Blinds: Yes
Interior	None	Operable: No	Blinds: No

Furnishings

Voice Telephone; handset with intercom
 Data LAN access; wireless
 Audio/ Visual TV Video Input Jack
 Clock/ Intercom Standard Clock Utilized by School; Intercom
 Security Lockable Metal Door
 Fire Alarm Smoke Detector and strobe as required by Code

Special Notes

NONE

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space

Art Room Storage

Program High School Art Storage Room
 Number of Occupants N/A
 Net Square Feet: 80

Activities & Function

Educational Storage for Art Materials and Supplies
 Operational Storage with open shelving and lockable storage for equipment
 Community N/A

Functional Adjacency Requirements

Direct Access Art Classroom
 Indirect/ Near N/A
 Not Adjacent/ Separate Public Areas

Environment

Temperature 68-75 degrees
 Acoustic low to medium sound levels
 Lighting 50-70 fc even across space - occupancy sensor
 HVAC Provide New HVAC System with EMC system, exhaust fan
 Aesthetic Organized storage area

Furnishings

Marker Boards/ Tackable Surfaces N/A
 Storage Combination of open shelving and lockable storage cabinets
 Movable Furniture N/A
 Projection Surfaces N/A
 Casework N/A
 Equipment N/A
 Plumbing N/A

Interior Finishes

Flooring VCT
 Walls Painted finish
 Ceiling 9'-0" min, Painted Gyp Board

Windows

Exterior	None	Operable: N/A	Blinds: N/A
Interior	None	Operable: N/A	Blinds: N/A

Furnishings

Voice N/A
 Data N/A
 Audio/ Visual N/A
 Clock/ Intercom N/A
 Security Lockable Solid Core Wood Door
 Fire Alarm Smoke Detector and strobes as required by Code

Special Notes

Storage cabinets may be needed for large project storage.

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space		Music/ Dance Classroom	
Program	High School Music/ Dance		
Number of Occupants	1- Teaching Staff and 22-28 Students		
Net Square Feet:	900 NSF		
Activities & Function			
Educational	Music		
Operational	Music/ Dance Instruction		
Community	N/A		
Functional Adjacency Requirements			
Direct Access	Corridor		
Indirect/ Near	Student Commons		
Not Adjacent/ Separate	Building Support		
Environment			
Temperature	68-75 degrees		
Acoustic	Acoustic separation from Student Commons; Max 55dB per NM Adequacy Standards		
Lighting	Non-glare; Natural light desired (borrowed ok); 50-70 fc even across space		
HVAC	Provide New HVAC System with individual thermostat control and EMC system		
Aesthetic	Student instructional area; conducive to display of student materials		
Furnishings			
Marker Boards/ Tackable Surfaces	Markerboards (2) 4’ x12’; Tackable Surface (1 Min) 4’ x8’		
Storage	Lockable casework and Storage room		
Movable Furniture	Stackable Chairs and music stands		
Projection Surfaces	Smartboard		
Casework	Built in casework for music supplies and instrument storage		
Equipment	Teacher computer, Ceiling mounted projector power and LAN plug		
Plumbing	N/A		
Interior Finishes			
Flooring	Rubber		
Walls	Painted finish - 2 color. One wall to be mirrored.		
Ceiling	9’-0” min, Acoustic Sound Control Ceiling Tiles		
Windows			
Exterior	Non-Glare Windows - Low “E”	Operable: Yes	Blinds: Yes
Interior	None	Operable: No	Blinds: No
Furnishings			
Voice	Telephone; handset with intercom		
Data	LAN access; wireless		
Audio/ Visual	TV Video Input Jack		
Clock/ Intercom	Standard Clock Utilized by School; Intercom		
Security	Lockable Metal Door		
Fire Alarm	Smoke Detector and strobe as required by Code		
Special Notes			
Acoustic sound panels to be installed around perimeter of classroom.			

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space

Music/ Dance Room Storage

Program High School Music/ Dance Storage Room
 Number of Occupants N/A
 Net Square Feet: 100

Activities & Function

Educational Storage for Music Materials and Dance Equipment
 Operational Storage with open shelving and lockable storage for equipment
 Community N/A

Functional Adjacency Requirements

Direct Access Music/ Dance Classroom
 Indirect/ Near N/A
 Not Adjacent/ Separate Public Areas

Environment

Temperature 68-75 degrees
 Acoustic low to medium sound levels
 Lighting 50-70 fc even across space - occupancy sensor
 HVAC Provide New HVAC System with EMC system, exhaust fan
 Aesthetic Organized storage area

Furnishings

Marker Boards/ Tackable Surfaces N/A
 Storage Combination of open shelving and lockable storage cabinets
 Movable Furniture N/A
 Projection Surfaces N/A
 Casework N/A
 Equipment N/A
 Plumbing N/A

Interior Finishes

Flooring VCT
 Walls Painted finish
 Ceiling 9'-0" min, Painted Gyp Board

Windows

Exterior None **Operable: N/A Blinds: N/A**
 Interior None **Operable: N/A Blinds: N/A**

Furnishings

Voice N/A
 Data N/A
 Audio/ Visual N/A
 Clock/ Intercom N/A
 Security Lockable Solid Core Wood Door
 Fire Alarm Smoke Detector and strobes as required by Code

Special Notes

Storage cabinets may be needed for large project storage.

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space Conference Room

Program Instructional Support
 Number of Occupants 1-5 Instructional Staff/ Visitors
 Net Square Feet: 180

Activities & Function

Educational None
 Operational Instructional Support
 Community N/A

Functional Adjacency Requirements

Direct Access Corridor
 Indirect/ Near Classrooms
 Not Adjacent/ Separate Building Support

Environment

Temperature 68-75 degrees
 Acoustic low to medium sound levels
 Lighting 50-70 fc even across space - occupancy sensor
 HVAC Provide New HVAC System with EMC system, exhaust fan
 Aesthetic Organized storage area

Furnishings

Marker Boards/ Tackable Surfaces Markerboards (1) 4' x12'; Tackable Surface (1 Min) 4' x8'
 Storage Lockable casework and storage cabinets
 Movable Furniture Table & Chairs
 Projection Surfaces Smartboard
 Casework N/A
 Equipment Copier, Microwave, Refrigerator
 Plumbing Sink with hot and cold water

Interior Finishes

Flooring Polished Concrete
 Walls Painted finish - 2 color
 Ceiling 9'-0" min, Painted Gyp Board

Windows

Exterior	None	Operable: N/A	Blinds: N/A
Interior	None	Operable: N/A	Blinds: N/A

Furnishings

Voice Telephone; handset with intercom
 Data LAN access; wireless
 Audio/ Visual N/A
 Clock/ Intercom Standard Clock Utilized by School; Intercom
 Security Lockable Metal Door
 Fire Alarm Smoke Detector and strobe as required by Code

Special Notes

NONE

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space		Security Office	
Program	Instructional Support		
Number of Occupants	1-2 Security Staff		
Net Square Feet:	175		
Activities & Function			
Educational	None		
Operational	School Security		
Community	N/A		
Functional Adjacency Requirements			
Direct Access	Corridor/ Main Entry		
Indirect/ Near	Classrooms/ Student Commons		
Not Adjacent/ Separate	Building Support		
Environment			
Temperature	68-75 degrees		
Acoustic	low to medium sound levels		
Lighting	50-70 fc even across space - occupancy sensor		
HVAC	Provide New HVAC System with EMC system, exhaust fan		
Aesthetic	N/A		
Furnishings			
Marker Boards/ Tackable Surfaces	Markerboards (1) 4' x8'; Tackable Surface (1 Min) 4' x8'		
Storage	Lockable casework and storage cabinet		
Movable Furniture	Desk & Chairs		
Projection Surfaces	N/A		
Casework	N/A		
Equipment	Security Monitoring Equipment		
Plumbing	N/A		
Interior Finishes			
Flooring	Carpet		
Walls	Painted finish - 2 color		
Ceiling	9'-0" min, Painted Gyp Board		
Windows			
Exterior	None	Operable:	N/A Blinds: N/A
Interior	One-Way Observation	Operable:	N/A Blinds: Yes
Furnishings			
Voice	Telephone; handset with intercom		
Data	LAN access; wireless		
Audio/ Visual	N/A		
Clock/ Intercom	Standard Clock Utilized by School; Intercom		
Security	Lockable Metal Door		
Fire Alarm	Smoke Detector and strobe as required by Code		
Special Notes			
NONE			

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space Student/Public Restrooms

Program Building Support
 Number of Occupants 2-4
 Net Square Feet: Based on Code Requirements

Activities & Function

Educational N/A
 Operational Student/ Public RR
 Community N/A

Functional Adjacency Requirements

Direct Access Multi-Purpose and in Locker Rooms
 Indirect/ Near Public Areas
 Not Adjacent/ Separate Warming kitchen

Environment

Temperature 68-75 degrees
 Acoustic Medium sound levels
 Lighting 50-70 fc even across space - occupancy sensor
 HVAC Provide New HVAC System and EMC system, exhaust fan
 Aesthetic Clean & easy to maintain; durable surfaces, cheerful

Furnishings

Marker Boards/ Tackable Surfaces N/A
 Storage N/A
 Movable Furniture N/A
 Plumbing Hot/ Cold for sinks, floor drains, toilets and urinals
 Casework N/A
 Equipment Trash receptacles; soap dispensers, toilet paper dispensers, mirrors, toilet partitions

Interior Finishes

Flooring Polished Concrete - with floor drain
 Walls Painted finish with ceramic tile wainscot to 4' in toilet room.
 Ceiling 9'-0" min, Painted Gyp Board

Windows

Exterior None Operable: N/A Blinds: N/A
 Interior None Operable: N/A Blinds: N/A

Furnishings

Voice N/A
 Data N/A
 Audio/ Visual N/A
 Clock/ Intercom N/A
 Security Lockable solid core wood door
 Fire Alarm Smoke detector and strobes as required by Code

Special Notes

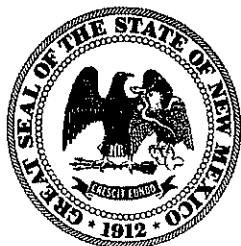
Provide HDPP floor mounted toilet partitions

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space		Janitor Closet	
Program	Custodial/ Storage/ Support		
Number of Occupants	N/A		
Net Square Feet:	60 (Provide 2 custodial closets)		
Activities & Function			
Educational	N/A		
Operational	Custodial closet/ supply storage		
Community	N/A		
Functional Adjacency Requirements			
Direct Access	Multi-Purpose		
Indirect/ Near	Restrooms and locker rooms		
Not Adjacent/ Separate	Public Areas		
Environment			
Temperature	68-75 degrees		
Acoustic	low to medium sound levels		
Lighting	50-70 fc even across space - occupancy sensor		
HVAC	Provide New HVAC System and EMC system		
Aesthetic	Organized storage area		
Plumbing	Mop Sink		
Furnishings			
Marker Boards/ Tackable Surfaces	N/A		
Storage	Open, Metal Shelving		
Movable Furniture	N/A		
Projection Surfaces	N/A		
Casework	N/A		
Equipment	N/A		
Interior Finishes			
Flooring	Concrete		
Walls	FRP		
Ceiling	9'-0" min, Painted Gyp Board		
Windows			
Exterior	None	Operable: N/A	Blinds: N/A
Interior	None	Operable: N/A	Blinds: N/A
Furnishings			
Voice	N/A		
Data	N/A		
Audio/ Visual	N/A		
Clock/ Intercom	N/A		
Security	Lockable Doors		
Fire Alarm	Smoke Detector as required by Code		
Special Notes			

SECTION 5.0 - MASTER PLAN SUPPORT MATERIAL

Name of Space		Intermediate Distribution Frame	
Program	Custodial/ Storage/ Support		
Number of Occupants	N/A		
Net Square Feet:	100		
Activities & Function			
Educational	N/A		
Operational	Server Room		
Community	N/A		
Functional Adjacency Requirements			
Direct Access	Circulation		
Indirect/ Near	Administration		
Not Adjacent/ Separate	Public Areas		
Environment			
Temperature	64-68 degrees - Individual Controls Needed		
Acoustic	low to medium sound levels		
Lighting	50-70 fc even across space - occupancy sensor		
HVAC	Provide New HVAC System and EMC system		
Aesthetic	Organized storage area		
Furnishings			
Marker Boards/ Tackable Surfaces	N/A		
Storage	Computer Racks and cable shelving		
Movable Furniture	N/A		
Projection Surfaces	N/A		
Casework	N/A		
Equipment	N/A		
Interior Finishes			
Flooring	Polished Concrete		
Walls	Painted finish		
Ceiling	9'-0" min, Acoustic Ceiling Tiles		
Windows			
Exterior	None	Operable: N/A	Blinds: N/A
Interior	None	Operable: N/A	Blinds: N/A
Furnishings			
Voice	Telephone; handset		
Data	N/A		
Audio/ Visual	N/A		
Clock/ Intercom	N/A		
Security	Lockable doors and cabinets		
Fire Alarm	Smoke Detector as required by Code		
Special Notes			



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:

New America School –Las Cruces currently has an approved 5-year Facilities Master Plan/Educational Specifications in place. This document expires December 31, 2021. The school, however, is in the process of preparing our new 5-year Facilities Master Plan, which the Public School Capital Outlay Council is helping the school fund. The school has contracted with Visions in Planning, Inc. to prepare the new plan, which we anticipate will be complete in February 2022. Please let us know if you require a status report from our consultant and/or the New Mexico Public School Facilities Authority.

The current FMP, Lease Purchase Agreement, E-Occupancy certificate and the New Mexico Condition Index letter are all included.



Robert A. Gorrell
Executive Director

STATE OF NEW MEXICO
Public School Facilities Authority
2019 Galisteo, Suite B-1
Santa Fe, New Mexico 87505
www.nmmpsfa.org

Telephone: (505) 988-5989
Fax: (505) 988-5933

August 13, 2012

Mr. Craig Cook
New Americas Charter School – Las Cruces
207 South Main Street
Las Cruces, New Mexico 88001

RE: Proposed facility located at 207 South Main Street, Las Cruces, New Mexico 88001

VIA E-MAIL

Greetings Mr. Cook:

The Public School Facilities Authority (PSFA) is pleased to advise you that the proposed facility for the New Americas Las Cruces Charter School has received a weighted New Mexico Condition Index (wNMCI) score of 1.81%, which is better than the average score of 22.24% for all school facilities in New Mexico. This facility is classified as an 'E' Educational Occupancy in accordance with the building codes currently adopted by the State of New Mexico.

This information is being provided to you and to the Public Education Department in accordance with 22-8B-4.2 NMSA 1978

If you have any questions about the information provided in this letter, please do not hesitate to contact me. I can be reached at (505) 843-6272 ext. 1002.

With highest regards,

A handwritten signature in black ink, appearing to read "Richard A. Romero".

Richard A. Romero, Facilities Specialist
Public School Facilities Authority

Attachment: Certificate of Occupancy dated August 9, 2012

CC: Kelly Callahan, Public Education Department – Charter School Division
Martica Casias, PSFA Planning & Design Manager



City of Las Cruces®

CERTIFICATE OF OCCUPANCY

August 10, 2012

This Certificate of Occupancy authorizes the use and occupancy of the building or structure located at **207 S. MAIN ST PHASE 1**. The structure has been inspected for compliance with the requirements for the occupancy group and building type listed below as specified by the 2006 International Building/Residential Code, as applicable and City of Las Cruces Zoning Ordinance in effect. I hereby approve and issue this Certificate of Occupancy with the following exceptions:

NOTICE:

1. No change is to be made in any building or on any premises which is inconsistent with this Certificate of Occupancy.
2. Additions or structural alterations to non-conforming buildings are prohibited.

Building Permit No: 20121541

Use and Occupancy: E

Permit Applicant:

WESTERN BUILDING AND DEVELOPMENT LLC Design Occupant Load: 578
PO BOX 190
LAS CRUCES, NM 88004

Type of Construction: V-B

Contractor's License No: 355553

Automatic Fire Sprinklers: YES

Final Inspection Date: 8/9/12

Building Inspector: Manuel Ramirez
MANUEL RAMIREZ, CBI

Building Official: Robert Kyle
ROBERT KYLE, AICP, CBO

Prepared By: Sara Gonzales
SARA GONZALES, PERMIT TECH

