

New Mexico Public Education Commission



2022 Charter School Renewal Application Part E: Facilities

Charter Schools Division
Public Education Department
300 Don Gaspar Ave.
Santa Fe, NM 87501
(505) 827-6909
charter.schools@state.nm.us

Approved by the Public Education Commission: March 18, 2022

Table of Contents

Instructions	2
School Information	2
Facilities Narrative	2
Appendices	4

Instructions

Please read the entire Charter School Renewal Application Kit before preparing documents. In an effort to help applicants understand the requirements of the Renewal Application, the CSD will hold a minimum of two technical assistance workshops. Applicants will be notified of the dates, times, and locations of the workshops.

Enter applicant responses in boxes below. Answer all questions unless the question indicates that applicants should answer only under certain conditions (e.g., rating on a Performance Framework indicator requires explanation, etc.). Narrative responses should be verifiable through documents submitted or observable evidence at the renewal site visit.

School Information

Name of School: Albuquerque Collegiate Charter School
--

Facilities Narrative

Provide a description of the charter school facilities. Enter applicant response in box below:

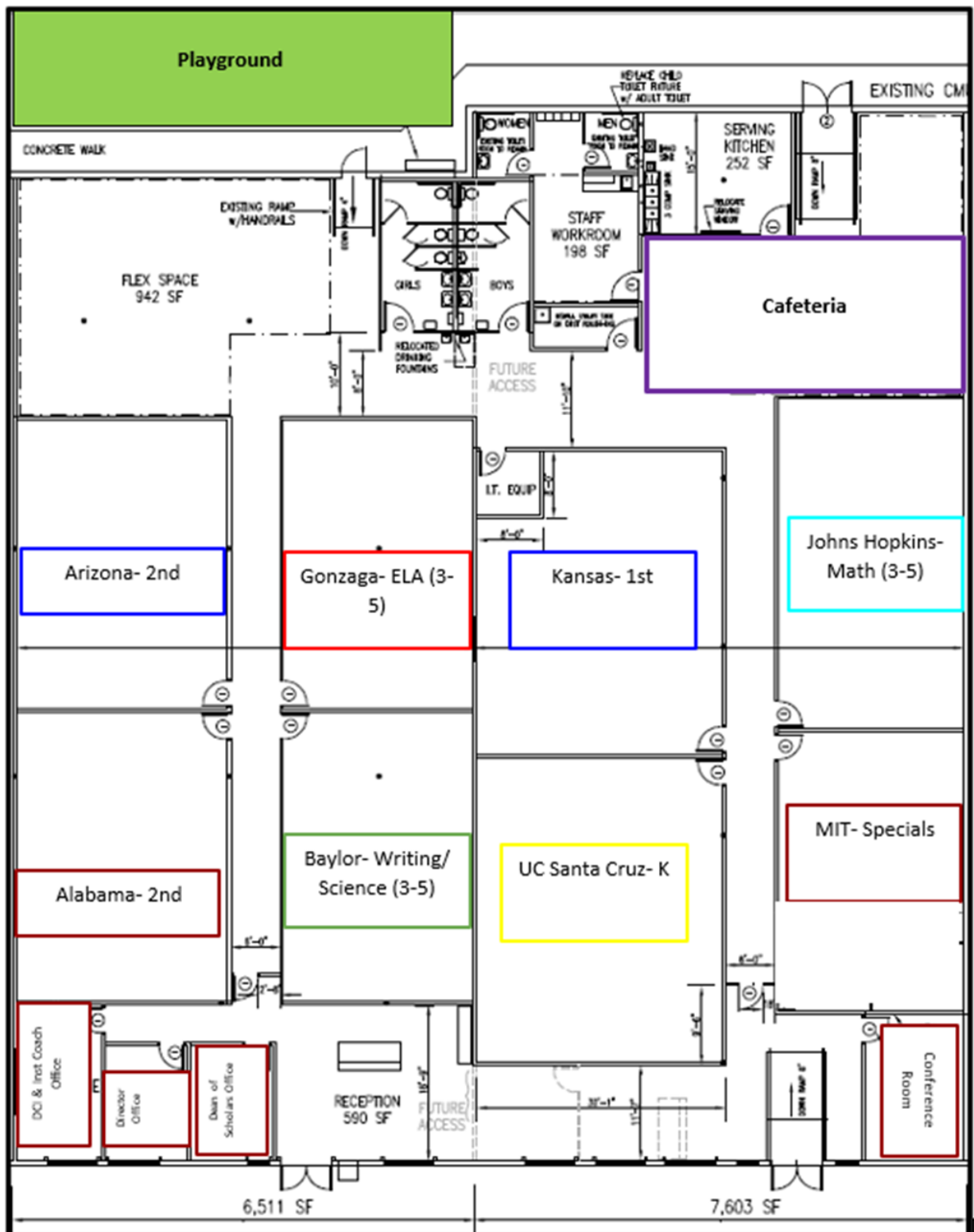
School response:

Albuquerque Collegiate is located at 1720 Bridge Blvd SW Suite #101, Albuquerque, NM 87105. The school site is positioned within a shopping center in the South Valley, placed in between an Indoor Mercado and a Family Dollar. The square footage of the facility is ~14,000 square feet. The building is comprised of 7 general education classrooms, 1 special education classroom, a cafeteria space with a serving kitchen, a small staff workroom, student and staff restrooms, a conference room/counseling office, a reception area, 3 administrative offices, and a flex space utilized for a variety of purposes including ancillary services, teacher training, and weekly community celebrations. The exterior of the building also includes a playground with play structure, a turf field, and outdoor seating. A map of the current facility is provided below. Due to the restricted size of the facility and set number of classrooms, the school has been limited in its ability to serve additional students beyond the current enrollment in the 2022-2023 school year.
--

Albuquerque Collegiate is currently working on a new facilities master plan with contracted providers to
--

identify future facilities needs of the school, as well as an implementation action plan for adequacy of growth.

School Map 2022-2023



Appendices

Include the following appendices as PDFs, using the following naming conventions. In place of “School Name” please use a short form of the school’s name, with the same form used consistently for all appendices.

	File Name	Documentation
E-1	E-1 E-Occupancy School Name	E-Occupancy Certificate
E-2	E-2 PSFA NMCI Score School Name	Public School Facilities Authority (PSFA) letter determining the New Mexico Condition Index (NMCI)
E-3	E-3 Lease Agreement School Name	A copy of the facility lease agreement, if applicable
E-4	E-4 Facility Master Plan School Name	Facility Master Plan
E-5	E-5 Facility Assurances Certificate School Name	Assurances that the facilities are in compliance with the requirements of 1978 NMSA §22-8B-4.2, using Certificate A, B, or C

Certificate of Occupancy

Declaration/Change of Use

City of Albuquerque
Planning Department
Building Safety Division

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

Building Address 1720 Bridge Blvd SW

Zip 87105

Portion of Building Change of Use

Use Classification Commercial Project

Bldg. Permit No. BP-2020-19836

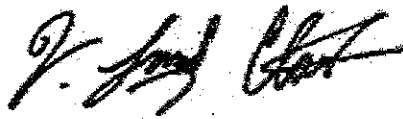
Occupancy Group E

Type of Construction II-B/ Sprinklered

Land Use Zone N/A

Owner of Building Saylor Family Trust LLC

Address: 5565 Eakes Rd NW, Los Ranchos, NM 87107



By: Matthew Gomez

Date: September 14, 2020

V Land Clark
Chief Building Official

Applicable Code Year 2015

POST IN A CONSPICUOUS PLACE

MAXIMUM OCCUPANT LOAD: 460



Martica Casias | Executive Director
Ryan Parks | Deputy Director

(505) 843-6272
<https://www.nmpsfa.org/>

September 14, 2022
Jade Rivera, Executive Director
Albuquerque Collegiate Charter School

RE: Albuquerque Collegiate Charter School

VIA E-MAIL

Ms. Rivera,

Based on the 2022-2023 Final Ranking, Albuquerque Collegiate Charter School has a current wNMCI score of **10.08%**.

Please feel free to contact me if you have any questions or concerns regarding this correspondence.

Respectfully,

Alyce Ramos, Programs Manager
Public School Facilities Authority



CHARTER SCHOOL LEASE AGREEMENT

This Lease Agreement ("the "Lease") is entered into by and between the **Saylor Family Trust, LLC** (hereinafter "Landlord") and **Albuquerque Collegiate Charter School**, a New Mexico Public Charter School (hereinafter "Tenant" or "School"). Landlord and Tenant are sometimes referred to herein each as "Party" and collectively as the "Parties."

1. PREMISES.

- A. Landlord does hereby lease to Tenant, and Tenant, subject to the terms and conditions of this Lease, does hereby take from Landlord, those certain premises to be built by Landlord to accommodate Tenant, located at 1720 Bridge Blvd SW, Suite 101 and 102 (+/-14,114 square feet see attached floor plan), Albuquerque, County of Bernalillo, state of New Mexico, on the property more particularly described on Exhibit A attached hereto with non-exclusive right to use the onsite parking ("Parking Lot"), (collectively the Building and Parking Lot are referred to as the "Premises").
- B. The lease is made with "Premises" to expand the existing Lease space to include Suite 102 including the cost of improvements for Suite 102 amortized over five (5) years. This lease is also made with the understanding that should Suite 103 be needed for expansion of the School beyond as early at 2022-2023 school year Landlord shall make available that space to the School and negotiate in good faith as to the cost of the improvements required to expand into suite 103.
- C. Landlord shall cause to be built such improvements to Suite 101 and 102 as detailed by the plan drawings attached as Exhibit B to this Lease. The cost of these improvements shall be built into the lease rate and amortized over five (5) years. Should Tenant have the available and appropriate funds to do so and should the School choose to pay off these improvements sooner than the five (5) year amortization schedule the School shall be allowed to do so with no penalty.
- D. As they become available, Landlord shall deliver to Tenant the specific legal description of the Premises, site plan, specifications and design of the Facilities, and a construction schedule for the Facilities (collectively, the "Plans and Specifications") for approval by the School's Governing Council. Upon approval by Tenant, the specific legal description of the Premises shall be attached to this Lease as an exhibit. During the design and build of the Facilities and prior to approval by the Public School Facilities Authority, the Parties agree to meet on a regular basis and to use good faith efforts to seek consensus on issues related to construction of the Facilities in accordance with the Plans and Specifications. If consensus is not reached after reasonable time for consultation, either Party can request mediation, and both Parties shall attend a mediation conference in good

faith. Tenant shall use the Premises for the following purposes and for no other purposes whatsoever: operation of a public charter school or related general educational or office use. All of the foregoing shall be referred to herein as the "Tenant's Uses."

- E. Neither Landlord nor any agents or employees of Landlord have made any representations or promises with respect to the Premises, except as expressly set forth herein and as set forth in all exhibits and attachments to this Lease and the documents delivered in accordance with the terms of this Lease, including without limitation, the Plans and Specifications, and no rights, privileges, easements or licenses are acquired by Tenant, except as expressly set forth herein. The taking of possession of the Premises by Tenant shall be evidence that the Premises were on such date of possession in good, clean and tenantable condition and that the Tenant accepts the Premises "As Is" except (i) as outlined by Tenant at the time of such possession, (ii) as set forth in the warranties provided by third parties for the Facilities, and (iii) for Landlord's continuing maintenance and repair obligations expressly set forth in this Lease.

2. LEASE TERM.

- A. Initial Term. The "Lease Term" shall commence on the Move-In Date as defined below and shall continue thereafter for a period of 5 years, with 4 optional, 2-year renewal terms, following the Commencement Date, unless earlier terminated as hereinafter provided.
- B. Effective Date. The Effective Date, after which this Lease is valid and binding on the Parties, is the date this instrument is signed by the parties.
- C. Move-In Date. The Move-In Date, after which Rent shall be due, is the day Tenant takes control of the Premises following approval by the Public Schools Facility Authority and acceptance by Tenant of the Facilities upon substantial completion of construction and obtaining a permanent or temporary certificate of occupancy for educational occupancy. Such acceptance may be subject to customary "punch list" items that do not prevent the issuance of a permanent certificate of occupancy. At the Effective Date, the Move-In Date is contemplated as being July 15, 2020. If in Tenant's reasonable judgment the Premises will not be completed in accordance with State Building Requirements and the Plans and Specifications so that Tenant can occupy the Premises for Tenant's Uses on August 1, 2020 Tenant shall have the option to extend the Move-In Date by written notice to Landlord.
- D. Option To Extend Lease Term: The Option to Extend shall be contingent upon Tenant not being in default under the terms of this Lease at the time of the exercise of the option and at the commencement date for each option term. Tenant may negotiate a Tenant Improvement allowance during the option term. Tenant shall provide Landlord written notice not less than six (6) months prior to the expiration of the then-current Lease Term of its intent to exercise each option.

3. RENT.

- A. Tenant shall pay to Landlord during the Lease Term annual rent in monthly installments (hereinafter "Base Rent"). In Year One of this Lease, the lease rate for Suite 101 and Suite 102 shall be Thirteen Thousand Five Hundred Dollars per month beginning July 1, 2020 and a like amount each month thereafter until March 1, 2021 at which time the lease rate shall increase to \$30,916.67 for the period beginning March 1, 2021 through February of 28th 2023. Then beginning March 1, 2023 the lease payment shall be reduced to \$27,000.00 per month each and every month thereafter until paid in full. These monthly payments are inclusive of the cost of the improvements as referenced herein and paid per the following schedule:

July 1, 2020 through February 28, 2021 \$13,500.00/mo.

March 1, 2021 through February 28, 2023 \$30,916.67/mo.

March 1, 2023 through June 30, 2025 \$27,000.00/mo.

- B. If the laws of the state of New Mexico are changed such that the state of New Mexico ceases the practice of lease reimbursements or an alternative formula for payment of charter school leases, then paragraph A of this Section shall be read to conform to the new law and may be renegotiated to reflect changes in the laws or practice regarding charter schools.
- C. The monthly installments of Base Rent shall be due and payable in advance on the 15th day of each month. If any such Base Rent shall be payable for a fraction of a month, the amount payable shall be a pro rata share of the full month's Base Rent based on the actual number of days of the month involved. Should the Tenant fail within fifteen (15) days after the amount is due to pay any Base Rent due hereunder at the time and in the manner herein provided, a late fee of five percent (5%) of the amount then due will be added to the amount due which shall be immediately due and payable without any further notice or demand from Landlord. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted hereunder.
- D. In addition to the Base Rent, and except as explicitly and specifically stated in this Lease, Tenant shall be responsible for the direct payment of all items identified under Services and Maintenance as obligations of Tenant. Unless otherwise negotiated between Landlord and Tenant, during the Lease Term Tenant will pay, when due, all charges of every nature, kind or description for utilities furnished to the Premises or chargeable against the Premises, including all charges for water, sewage, heat, gas, light, garbage, electricity, telephone or other public or private utility services.
- E. Additional Rent. Landlord will pay all Common Area Maintenance (CAM) in Year 1 and 2 of the lease. CAM includes the Tenant's pro rata share of property taxes, insurance, water, refuse, fire and extended coverage policy, security camera system

maintenance, sign maintenance, parking lot maintenance, roof, HVAC maintenance, electrical, property taxes, property insurance, and common area electrical for parking lots and signs. After Year 2 Tenant shall be fully responsible for the CAM for the space it occupies. The initial cost shall be \$2.35 per square foot per year paid 1/12th per month.

- F. Tenant agrees to pay to Landlord all state and local gross receipts and similar taxes now or hereafter required to be assessed and paid by Landlord in respect of Landlord's receipt of rent under this Lease, provided that Landlord shall pay all real estate taxes assessed against the Premises.

4. **SERVICES AND MAINTENANCE.**

- A. Tenant shall be responsible for interior maintenance costs of the Premises, including without limitation, janitorial services and cosmetic maintenance, glass and door glass replacement except as such items are the responsibility of the Landlord under this Lease.
- B. Heating and Air Conditioning, Plumbing, Electrical and Life Safety Systems. Landlord leases the Premises in an "as is" condition on the Move-In Date, subject to existing warranties, which Landlord shall be responsible for seeking coverage or reimbursement. Except as covered by such warranties and as to those items for which Landlord is responsible under the terms of this Lease, Tenant shall be responsible for the interior maintenance and maintenance of all exterior playground equipment and fence behind and to the south of Suite 101 and 102. Landlord will be responsible for the repair of the Building, plumbing, electrical mechanical, roof, and life safety systems, fire alarm systems within the Building. Landlord shall not at any time during the term of the lease be responsible for installation, ownership, repair or replacement of playground equipment owned by the school.
- C. Landlord shall be responsible for the warranties, maintenance service contracts, and replacement of the HVAC, landscaping, parking lot, plumbing, electrical and life safety systems outside of the Building, roof, exterior of the Building, and structural members of the Building, unless such maintenance or repairs are necessitated in part or in whole by the neglect, fault or omission of any duty by Tenant, its agents, servants, employees or invitees, in which case Landlord shall cause the necessary maintenance or repair to be performed and Tenant shall pay to Landlord within thirty (30) days following Landlord's demand the reasonable cost of such maintenance and repairs for covered by warranties or service contracts. Anything to the contrary in this Lease notwithstanding, Landlord shall be responsible for all costs of any kind necessary to maintain the Premises to the State Building Requirements. If Landlord fails to perform maintenance or make repairs in a timely manner of Tenant has provided written notice to Landlord for the need of the same, then Tenant shall have the right to cause the necessary maintenance or repair to be performed and to collect from Landlord the cost of such repair, including without limitation, by offsetting rent owed to Landlord in the amount of such repair or maintenance.

- D. All repairs and replacements made by Landlord shall be made and performed at such time and in such manner as agreed upon by Landlord and Tenant, by contractors or mechanics approved by Landlord, so that same shall be at least equal in quality, value, and utility to the original work or installation, and in accordance with all applicable building codes, laws and regulations of governmental authorities having jurisdiction over public schools and the Premises, and shall maintain such occupancy standards as are required for public schools.
- E. **Keys and Locks.** Landlord shall furnish Tenant with keys for the lock on each door entering the Premises. Additional keys will be furnished at a charge by Landlord on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's permission, and Tenant shall not make or permit to be made any duplicate keys except those furnished or allowed by Landlord. Upon termination of this Lease, Tenant shall return to Landlord all keys to the Premises and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.
- F. **Signage.** Landlord will provide joint signage/marquee on the building, and a placard for Tenant on each pylon sign shall have the right to place its signage thereon. No signage shall be installed or modified without the Landlord's prior written approval of such signage.
- G. Landlord shall be responsible for acting with prudence and diligence in repairing and restoring utility services that are interrupted. Landlord shall be liable for the gross negligence and intentional acts or omissions of Landlord, its employees, agents and representatives, but shall not be responsible for any interruption of services that causes the Premises to be deemed unusable as a school out of control of Landlord or which interrupts or precludes the assignment of an E-Occupancy rating for the facility.
- H. During both the Initial Term and any Extended Term of this Lease, Landlord shall maintain the Property to all applicable state adequacy standards applicable to charter schools, at no additional cost to the School or the State of New Mexico as set forth in NMSA 1978, §22-8B-4.2(D)(2)(a) or a successor statute.
5. **ASSIGNMENT AND SUBLETTING.** Tenant shall not have the right to sublet or assign all or any part of the Premises or rights to use the access or Parking Lot Facilities without the prior written consent of the Landlord, which will not be unreasonably withheld. A name change by either party shall not be considered an assignment.
6. **ALTERATIONS.**
- A. Except as expressly described in this Lease, Tenant will not make any alterations of, or additions to, the Premises without the prior written approval of Landlord, which approval is not to be unreasonably withheld. Tenant may install Tenant's trade fixtures and may make other changes or alterations costing less than \$10,000

(ten thousand dollars) without Landlord's approval, but only if they are of a non-structural nature or they do not affect or involve Building systems.

- B. Tenant will not permit any mechanic's, laborer's or materialmen's liens to stand against the Premises and will, within thirty (30) days of notice thereof remove all such liens. Landlord may remove such liens and Tenant shall immediately reimburse Landlord upon demand for all costs and expenses, including attorney's fees, incurred by Landlord in removing such mechanic's, laborer's or materialmen's lien.

7. TENANT EQUIPMENT AND FURNISHINGS.

- A. Tenant shall not install or operate in the Premises equipment or other machinery which requires changes, replacements or additions to or in the use of the heating, air conditioning, electrical or plumbing systems of the Premises without first obtaining the prior written consent of the Landlord.
- B. Landlord shall have the right to limit the weight and prescribe the position of heavy equipment or fixtures, based on the structural integrity of the facilities. Any and all damage or injury to the Premises caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises shall be repaired by and at the sole cost of Tenant.
- C. Any and all playground equipment shall be purchased directly, owned, and maintained by the School. Landlord shall pay to level and fence the playground area, and put in a walk path to the building from the playground. However, installation shall be done by an outside contractor selected by Tenant and paid by Tenant and Landlord shall not bear any responsibility for maintenance of nor any liability for any playground equipment. For the purposes of this section "playground equipment" means any equipment or area used for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and/or swings.

8. TENANT'S INSURANCE.

- A. Tenant shall procure and maintain policies of insurance, at its own cost and expense through the New Mexico Public Schools Insurance Authority for liability of Tenant and its "public employees" as defined in the Tort Claims Act (NMSA 1978, Section 41-4-1 et. seq.) in amounts prescribed by the Tort Claims Act, causing Landlord to be named as an additional insured on such policy of insurance but only in respect of liability arising out of Tenant's actions on the Premises. Certificates of Tenant's insurance policies shall be deposited with Landlord as requested by Landlord during the term of this Lease.
- B. Landlord shall carry its own general liability insurance in respect of liability related to or connected with the Premises for bodily injury to or personal injury to or death of any person or persons, or for damage to property in an amount of no less than legally required.

- C. Landlord shall carry a policy or policies of insurance, at its sole cost and expense, insuring Tenant, Landlord and Landlord's lender Wells Fargo Bank or subsequent lender, if any, against property loss, bodily injury or damage to the Premises in an amount equal to liability limits of no less than \$2,000,000 and the replacement cost thereof of any damage resulting from actions of Tenant, Tenant's students or parents, Tenant's employees, agents or other invitees of Tenant.
- D. Tenant shall, from the Rental Commencement Date, carry commercial tenant's property insurance, covering Landlord and Tenant against all risks of physical loss to the contents of the Premises, including without limitation, the furniture, fixtures and equipment, in an amount equal to full replacement cost.
- E. Tenant will not conduct or permit to be conducted any activity or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Building; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be evidence that the increase in such rate is due to such activity or equipment, and as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore.
- F. Tenant shall at all times maintain Worker's Compensation insurance covering its employees in and about the Premises as required by law and shall provide Landlord proof of such insurance upon request.
- G. If the Premises, or Tenant's personal property or fixtures in the Premises, shall be damaged or destroyed by a casualty required to be insured under the terms of this Lease, whether or not such damage or destruction is caused, or claimed to be caused, by the neglect or misconduct of Landlord or Tenant, or any of their respective officers, employees, agents, contractors, or invitees, neither Landlord, Tenant, nor their respective insurance companies shall have any right of action, by way of subrogation or otherwise, against Landlord or Tenant, or any of their officers, employees, agents, contractors, or invitees, arising from such damage or destruction, and each policy of insurance required by this Lease shall provide a waiver and release by the insurer of any such right.

9. RESPONSIBILITY FOR ACTIONS UNDER THE LEASE.

- A. Tenant shall be responsible for any and all claims by or on behalf of any person arising from conduct or management of or from any work or thing whatsoever done in or on the Premises by Tenant, its agents, contractors, servants, employees, invitees or licensees. If any action or proceeding is brought against Landlord by reason of any claim described in this Paragraph, Landlord shall have the right to make a claim against Tenant under this Paragraph.
- B. Landlord shall be responsible for any and all claims by or on behalf of any person arising from the conduct or management of or from any work or thing whatsoever

done in or on the Premises by Landlord, its agents, contractors, servants, employees, invitees or licensees. If any action or proceeding is brought against Tenant by reason of any claim described in this Paragraph, Tenant shall have the right to make a claim against Landlord under this Paragraph.

10. TERMINATION.

- A. Fire or Other Casualties. If the Premises is substantially damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this Lease, provided it gives written notice thereof to the Tenant within 30 days after such damage or destruction. If a portion of the Premises is damaged by fire or other casualty, and Landlord shall restore the Premises, exclusive of any alterations or other changes made to the Premises at any time by or at the direction or request of Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible and in any event sufficient to meet the requirements of NMSA 1978, Section 22-8B-4.2 or any successor statute. In the event Landlord so elects to restore the Premises, Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises; provided that if the remaining portion is not sufficient for the entirety of Tenant's student population (including without limitation it does not meet the State Building Requirements), then the entire Premises shall be deemed unsuitable. If the substantial destruction to the Premises cannot be substantially restored within one hundred eighty (180) days from the time of such damage or destruction or during the last twelve (12) months of the current lease term, then the Tenant or Landlord shall have the right to terminate this Lease. The Landlord shall not be responsible to the Tenant for damages to or destruction of any furniture, equipment, alterations or other changes made or installed in, on or about the Premises regardless of the cause or the damage or destruction unless caused by the gross negligence or intentional misconduct of Landlord, its employees, agents and representatives.
- B. Eminent Domain. If the entire Premises or substantially all of the Premises is permanently taken by eminent domain, this Lease shall automatically terminate as of the date of such taking. If any portion of the Premises is taken by eminent domain, Landlord shall also have the right to terminate this Lease by giving written notice thereof to Tenant within ninety (90) days after the date of taking. If only a portion of the Premises is taken by eminent domain and Landlord elects not to terminate this Lease, Landlord shall, at its expense, restore the Premises, exclusive of any improvements or other changes made to the Premises by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible. Rent shall abate during such period of time as the Premises are unusable in a reasonable manner based on Tenant's ability to utilize the remaining portion of the Premises and upon completion of restoration necessary adjustments shall be made in the Rent, or other costs to reflect a reduction in the size of the Premises. Tenant shall have the right to terminate this Lease within ninety (90) days after the date of taking by giving written notice thereof to Landlord, if the taking involved results in (i) Tenant not being able to reasonably utilize the remaining Premises for

Tenant's Uses or (ii) the remainder of the Premises is not suitable for Tenant's Uses for its entire student population (including without limitation it does not meet the State Building Requirements). Tenant shall have no right to any of the award or payment made in connection with such taking provided, however, that Tenant shall be entitled to recover any separate amount for Tenant fixtures and/or relocation costs provided under appropriate statutes, ordinances or regulations.

- C. **Event of Non-Appropriation.** Tenant's obligations under this Lease are subject to annual appropriation of funds for Tenant to pay Rent hereunder.
- i. An "Event of Non-Appropriation" shall have occurred: (a) if on June 30 of any year the New Mexico State Legislature has, on such date, failed, for any reason, to appropriate sufficient amounts authorized and directed to be used to pay Rent scheduled to be paid in the next ensuing fiscal year of the Tenant; (b) if the Public Education Department finds this instrument to be outside the allowable scope of Section 22-8B-4.2, or its successor statute; or (c) if Tenant's charter is not renewed or is otherwise revoked.
 - ii. Upon an Event of Non-Appropriation and any other provisions of this Lease to the contrary notwithstanding, Tenant shall have the right to terminate the Lease effective June 30 of the year when the Event of Non-Appropriation occurs. If reasonably feasible, Tenant shall give written notice of the Event of Non-Appropriation and Tenant's termination by April 1 of the year in which the Event of Non-Appropriation occurs; however, a failure to give such notice by April 1 shall not: (a) constitute an event of default; (b) prevent the Tenant from terminating the Lease; or (c) result in liability to Tenant hereunder.
 - iii. Upon the occurrence of an Event of Non-Appropriation resulting in a termination of this Lease, Tenant shall have the option through written notice to renew this Lease in yearly increments if the amounts held in reserve by the Tenant as of April 1 are sufficient to be meet the entire amount of Rent due hereunder for the next ensuing fiscal year.
 - iv. If the Event of Non-Appropriation would be cured by changing this instrument to one approved by the Public Education Department or the Public Schools Facilities Authority, as applicable, pursuant to Section 22-8B-4.2 of the Public School Code or its successor statute, the Parties shall have the option of agreeing to such instrument to cure the Event of Non-Appropriation as an alternative to terminating the Lease.
 - v. Tenant's obligations under the Lease shall be subject to a termination of this Lease upon the occurrence of an incurable Event of Non-Appropriation.
- D. **Sale of Property.** If Landlord should sell the property, then the subsequent property owner shall observe all provisions of this agreement. Default. If Tenant defaults as provided for in the Lease, after required notice and an opportunity to cure as set forth in this Lease, then Landlord, at Landlord's option, may terminate this lease at

the close of the fiscal year in which the default occurs. If Landlord defaults as provided for in the Lease, after required notice and an opportunity to cure as set forth in this Lease, then Tenant, at Tenant's option, may terminate this Lease immediately or up to the end of the fiscal year in which the default occurs.

11. TENANT'S DEFAULT. The occurrence of any of the following events shall constitute a default by Tenant under this Lease:

- A. If Tenant shall fail to pay any amounts to be paid by it hereunder, including but not limited to Base Rent and late charges and such default shall continue for a period of 30 days after Landlord has given Tenant written notice of such failure to pay.
- B. If Tenant fails to perform or observe any of Tenant's other obligations, covenants or agreements herein or hereunder, and such failure shall continue for a period of 30 days after Landlord has given Tenant written notice thereof, provided however, if the default cannot be reasonably cured within 30 days, Tenant shall have such additional time as is reasonably necessary to cure said default, provided Tenant acts diligently towards curing the default.
- C. The abandonment of the Premises by Tenant (other than the portion of Premises that may be assigned or sublet or a portion of the Premises that does not meet the State Building Requirements).
- D. Upon the occurrence of any of the foregoing defaults, Landlord may, but with no obligation to do so, immediately re-enter the Premises and remove all persons and property therefrom. Landlord shall have the right to keep this Lease in full force and effect, or, at its option, terminate this Lease as provided for under Termination. Tenant hereby expressly waives the service of any notice in writing of Landlord's intent to re-enter the Premises pursuant to this Section.
- E. Right to Cure Defaults. If Tenant defaults in the observance or performance of any of Tenant's covenants, agreements or obligations hereunder wherein the default can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have by reason of such default, cure the default, charge the cost thereof to Tenant and Tenant shall pay the same forthwith upon demand. If Landlord is required to commence a legal action to recover such sums from the Tenant, Landlord shall also have the right to recover all interest costs and attorney's fees in connection with such litigation.

12. LANDLORD'S DEFAULT. Landlord shall be in default hereunder if Landlord fails to perform any obligations hereunder and such failure shall continue for a period of thirty (45) days after Tenant has given Landlord written notice thereof, provided however, if the default cannot be reasonably cured within thirty (30) days, Landlord shall have such additional time as is reasonably necessary to cure said default, provided Landlord acts diligently towards curing the default. Upon a default, Tenant shall have all rights and remedies at law or in equity, and Tenant shall have the right to terminate as described in the Termination section.

13. YIELDING POSSESSION AT END OF TERM: HOLDING OVER.

- A. Tenant shall peaceably surrender and yield possession of the Premises to Landlord at the end of the Lease Term or earlier termination of the Tenant's right to occupy the Premises. Upon expiration or termination of the Lease Term, Tenant shall surrender to Landlord all keys to the Premises.
- B. After having obtained Landlord's prior express written consent to do so (which consent shall be in the discretion of Landlord), if Tenant holds possession of all or any part of the Premises after the expiration or termination of this Lease, Tenant will be a Tenant from month to month effective as of the date of such expiration or termination, at the same rate of Base Rent in effect for the Lease Year immediately prior to the expiration or termination of this Lease. Tenant will be bound by and obligated to abide by all of the provisions of this Agreement, subject to any conditions imposed by Landlord in consideration of having given its consent.
- C. If Tenant remains in possession of all or any portion of the Premises after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises without the requisite consent of Landlord, at Landlord's election, Landlord may take any action it deems appropriate to remove Tenant and its possessions from the Premises, and for so long as Landlord does not take such action Tenant will be a tenant at sufferance, subject to all the conditions, provisions and obligations of a Tenant under this Agreement, at the same rate of Base Rent in effect for the Lease Year immediately prior to the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises, pro-rated on a daily basis until Landlord regains possession of the Premises in the condition provided for in this Agreement. No holding over, even with the consent of the Landlord and payment of Rent, will extend the Lease Term. In addition to the Rent, Tenant will pay Landlord all damages incurred or suffered by Landlord arising from any delay in surrendering the Premises to Landlord in the condition provided for in this Agreement, including but not limited to those incurred as a result of Landlord being unable to provide possession of the Premises to a new Tenant of the Premises as provided in a separate lease agreement.
- D. Acceptance by Landlord of Rent after the expiration or termination of this Lease or earlier termination of the Tenant's right to occupy the Premises shall not result in a renewal or reinstatement of the Lease Term.
- E. The foregoing provisions of this Section are in addition to and do not limit Landlord's right of re-entry or any other rights of Landlord stated elsewhere in this Agreement or provided by law.

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

- 15. TENANT TO SURRENDER PREMISES IN GOOD CONDITION.** Upon the expiration or termination of the Lease Term, Tenant shall at its expense:
- A. Remove Tenant's goods and effects and those of all persons claiming through Tenant.
 - B. Quit and deliver up the Premises to Landlord peaceably and quietly in as good order and condition as the same were on the date the Lease Term commenced or were thereafter in place by Landlord, reasonable wear and tear accepted.
 - C. After the expiration or termination of the Lease Term any property left in the Premises shall be deemed to have been abandoned and shall be deemed the property of Landlord to be disposed of as Landlord sees fit.
- 16. LANDLORD'S RIGHT TO ENTER PREMISES.** Landlord, or its authorized agents or attorneys, may at any reasonable time upon prior notice, except in the event of an emergency (and without interfering with Tenant's use of the Premises) enter the Premises to inspect, make repairs and improvements and/or changes in the Premises or other premises in Building as Landlord may deem proper. Landlord's reserved rights hereunder shall include, without limitation, free unhampered and unobstructed access to Building airways, equipment ducts, under floor heater ducts, stairways, access panels and all cleaning and utility services. There shall be no diminution of rent or injury to business caused by Landlord's exercise of the rights reserved by Landlord in this Section.
- 17. LANDLORD'S CONSENT.** Where Landlord's consent is required herein, it shall not be unreasonably withheld, conditioned or delayed.
- 18. LEASE TO BE SUBORDINATE.** This Lease is subject and subordinate to all mortgages, deeds of trust, and restrictions which may now or hereafter affect the Property and to all renewals and extensions thereof; provided that Tenant shall be entitled to continue quiet enjoyment of the Premises if any mortgagee, deed of trust beneficiary or trustee becomes the landlord hereunder so long as Tenant is not in default hereunder, and upon such condition, Tenant agrees to attorn to any mortgagee or deed of trust beneficiary or trustee upon foreclosure, a trustee's sale or a deed in lieu of foreclosure. For confirmation of such subordination, Tenant shall execute promptly any subordination agreement requested by Landlord. Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent to execute any such subordination agreement or agreements for or on behalf of Tenant.
- 19. RUBBISH AND DEBRIS.** No rubbish, trash, dirt, debris or objects of any kind shall be put outside or around Premises, except within designated dumpsters. Tenant shall cause Tenant's employees, students, agents and invitees to comply with this Section. In the event that Tenant generates excessive trash, which requires additional trash pick ups or installation of additional dumpsters, Tenant shall be responsible for such additional charges.
- 20. SEVERABILITY.** The provisions of this Lease are expressly severable, and the unenforceability of any provision or provisions hereof shall not affect or impair the enforceability of any other provision or provisions.

21. HAZARDOUS SUBSTANCES.

- A. Tenant does not and shall not use or permit the use of the Premises for any purpose relating to the storage and use of Hazardous Materials not connected to Tenant's mission as a public charter school. Except as pertinent to Tenant's mission as a public charter school, Tenant shall not, in any event, generate, manufacture, produce, release, discharge or dispose of on, in or under the Premises or the Building, or transport to or from the Premises, any Hazardous Materials, or allow any other person or entity to do so. Landlord represents and warrants that to its knowledge there are no Hazardous Materials in or about the Premises or the Building as of the Move-In Date.
- B. Tenant shall comply with all local, state or federal laws, ordinances or regulations relating to Hazardous Materials and above ground and underground storage tanks on, in, under or about the Premises occurring for the first time after the Move-In Date.
- C. Tenant shall promptly notify Landlord should Tenant receive notice of or otherwise become aware of any pending or threatened environmental regulatory action against Tenant, the Premises or the Building; claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or release or discharge or threatened release or discharge of any Hazardous Material in, on, under or about the Premises or the Building.
- D. Tenant shall promptly deliver to Landlord copies of any documents relating to any governmental proceeding relating to Hazardous Materials and all engineering reports, test reports and laboratory analysis concerning the Hazardous Materials to Landlord.
- E. Tenant shall promptly and thoroughly investigate suspected Hazardous Materials contamination of the Premises or the Building or the ground water of the Building, resulting from Tenant's use of the Premises.
- F. Landlord shall have the right, at Tenant's expense, to require an annual audit of Tenant's operation on the Premises to ensure compliance with environmental laws and regulations and this Section, if Tenant's use is found to be in violation of applicable environmental laws or regulations. Upon receipt of written notice from Landlord, Tenant shall promptly correct any violations and/or deficiencies cited in the audit.
- G. If a default occurs under this Lease, Landlord, at Tenant's expense, shall have the right to cause to be conducted an investigation of the Premises for Hazardous Materials and Tenant shall forthwith remove, repair, clean up or detoxify any Hazardous Materials from the Premises, the Building, or ground water resulting from Tenant's use, to make the Premises comply with applicable law.
- H. Should Landlord obtain information related to the use of Hazardous Materials on the Premises, Tenant shall permit Landlord or its agents to inspect the Premises at

any reasonable times and agree to fully cooperate with Landlord in determining compliance with this Section.

- I. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "contaminants" or "pollutants" under any applicable federal or state laws or regulations.

22. **BROKERAGE NONE**

23. **ESTOPPEL CERTIFICATE.** Tenant agrees that at any time and from time to time upon not less than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing which:

- A. Certifies that this Lease is unmodified and in full force and effect if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications.
- B. States the dates to which the rent and other charges hereunder have been paid by Tenant.
- C. States whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenants, agreements or conditions contained in this Lease and if so, specifying each such default of which Tenant may have knowledge.
- D. Responds to such other matters as Landlord reasonably requests. Any such statement delivered pursuant hereto may be relied upon by any owner or prospective purchaser of the Property, any prospective mortgagee of the Property or Landlord's interest therein or any prospective assignee of any such mortgagee.

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

25. **NOTICES.** Any notice or demand which, under the terms of this Lease or under any statute must or may be given or made by the parties hereto, shall be in writing, and may be given or made by personal delivery or mailing the same by registered mail, addressed to the other party at the address provided on the Effective Date. Either party, however, may designate in writing such new or other address to which such notice or demand shall hereafter be so given, made or mailed. Notices delivered by electronic mail are valid only if acknowledged


by the person receiving the electronic mail, and if that person is the intended recipient of the notice.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot perform any of their respective obligations under the terms of this Lease due to event(s) beyond their control, the time provided for performance of such obligations shall be extended by a period of time equal to the duration of such event(s). If either party to the Lease desires to invoke the provisions of this Paragraph, it shall provide written notice to the other party of the reasons for the delay and the invoking party shall use best reasonable efforts to mitigate the effects of such occurrence. As an alternative, the parties may mutually agree to cancel or amend this lease as a result of event(s) beyond their control. Event(s) beyond Landlord's or Tenant's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, or other casualty, shortages of labor and materials, weather conditions, government laws and regulation (new or amended), but shall in no event include defaults due to Landlord's or Tenant's failure to meet their respective monetary obligations hereunder.
27. **TIME.** It is understood and agreed between the parties hereto that time is of the essence in all of the terms and provisions of this Lease.
28. **ATTORNEY'S FEES.** If the Tenant defaults in the performance of any of the covenants of this Lease and by reason thereof the Landlord employs the services of an attorney to enforce performance of the covenants by the Tenant, to evict the Tenant, to collect moneys due from the Tenant, or to perform any service based upon said default, then in any of said events the Tenant does agree to pay a reasonable attorney's fee and all expenses and costs incurred by the Landlord pertaining thereto and in enforcement of any remedy available to the Landlord. In any proceeding brought by either Landlord or Tenant against the other relating to this Lease, a reasonable attorney's fee, costs and expenses shall be recovered in such proceeding by the successful party therein.
29. **REPRESENTATIONS.** This Lease, all exhibits, attachments and documents to be delivered in accordance with the terms of this Lease constitute the final agreement of the parties hereto and supersedes all negotiations, representations or agreements, whether written or oral, made prior to the execution hereof. Landlord makes no representations or warranties regarding the Premises or of Landlord's or Tenant's rights, obligations, or duties with respect thereto other than those expressly set forth in the foregoing described documents. By execution of this Lease, Tenant acknowledges that no representations or warranties have been made by Landlord (or Landlord's agents, representatives, or employees, or by anyone acting on behalf of Landlord or under contract with Landlord) upon which Tenant has relied in executing this Lease other than such representations or warranties that are expressly set forth in the documents described in this Paragraph.
30. **CAPTIONS.** The captions in this Lease are for convenience only and are not part of this Lease.

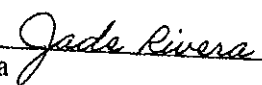
31. **LAWS AND JURISDICTION.** This Lease shall be construed according to the laws of the State of New Mexico. Any legal action filed by Landlord or Tenant to enforce the terms of this Lease shall be filed in the Second Judicial District Court of the State of New Mexico
32. **QUIET ENJOYMENT.** Tenant, upon paying the Rent and upon observing and keeping all of the covenants, agreements and provisions of this Lease on its part to be observed and kept, shall lawfully and quietly hold, occupy, and enjoy the Premises during the term of the Lease without hindrance or molestation.
33. **AMENDMENTS.** This Lease may be amended only by a writing executed by both parties hereto. This agreement and any and all attachments hereto shall replace any existing lease agreement after the date of execution. The existing Lease agreement shall govern and shall be in full force and effect until July 1, 2020 at which time, this lease agreement shall replace the existing lease agreement.

IN WITNESS WHEREOF, Landlord and Tenant respectfully have duly signed and sealed these presents as of the Effective Date.

FOR THE LANDLORD, Rick Saylor, Managing Member, Saylor Family Trust, LLC

By:  2-21-2020
Rick Saylor
Date:

FOR THE TENANT, Albuquerque Collegiate Charter School

By: 
Jade Rivera
Founder
Date: 2/19/2020

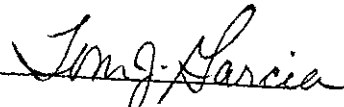
By: 
Governing Council Chair
Date:

Exhibit A – Legal Description

Albuquerque Collegiate Charter School

**2018-2022 FIVE YEAR
FACILITIES MASTER PLAN/
EDUCATIONAL SPECIFICATIONS
Summer 2017 Applicant Charter**

Respectfully Submitted by
Jade Rivera
April 21, 2017

CHARTER SCHOOL OVERVIEW

Albuquerque Collegiate Charter School is a proposed kindergarten through grade 5 school, applying for Public Education Commission charter approval in Summer 2017. The enrollment cap for Albuquerque Collegiate Charter School (“Albuquerque Collegiate”) will be 360 students total. The founding team of Albuquerque Collegiate has read, reviewed, and understands the Statewide Adequacy Standards (NMAC §6.27.30), as well as the Charter-Alternative School Statewide Adequacy Standard Variance.

On Monday, April 17, 2017 a written request was sent to Albuquerque Public Schools inquiring about potential facilities for which Albuquerque Collegiate Charter School may locate. The district has not yet formally responded.

TABLE OF CONTENTS

1. Goals/Mission

1.1 Goals

1.1.1 Mission

1.1.2 Educational Philosophy

1.1.3 Serving the Community

1.2 Process

1.2.1 Process for Data Gathering and Analysis

2. Projected Conditions

2.1 Programs and Delivery Methods

2.1.1 Programs Overview

2.2 Proposed Enrollment

2.2.1 Phased Enrollment

2.2.2 Classroom Loading Policy

2.2.3 Classroom Needs

2.3 Site and Facilities

2.3.1 Location/Site

2.3.2 Facility Evaluation

3. Proposed Facility Requirements

3.1 Facility Goals and Concepts

3.1.1 Goals to be Met by School Facility

3.1.2 Concepts

4. Capital Plan

5. Master Plan Support Material

5.1 Sites and Facilities Data Table

5.2 Site Plan

5.3 Floor Plan

5.4 Detailed Space and Room Requirements

5.4.1 Technology and Communications Criteria

5.4.2 Power Criteria

5.4.3 Lighting and Day Lighting Criteria

5.4.4 Classroom Acoustics Criteria

5.4.5 Furnishing and Equipment Criteria

5.4.6 Criteria Sheets

Attachment A - Letter to Albuquerque Public Schools

Attachment B- Concept Layout

1. GOALS/ MISSION

1.1 Goals

1.1.1 Mission

The mission of Albuquerque Collegiate Charter School is: Within a structured and ambitious school community, driven by high-quality instruction and intensive academic supports, Albuquerque Collegiate Charter School ensures all K-5 students make dramatic academic growth each year and demonstrate measurable academic performance that puts them firmly on the path to college graduation.

1.1.2 Educational Philosophy

Albuquerque Collegiate Charter School (“Albuquerque Collegiate”) believes that all students, regardless of race, ethnicity, home language, socio-economic status, or a family’s education level, can and will achieve academic excellence, provided that they have access to an excellent public education that sets the bar high academically and behaviorally, ensures that all students have the supports they need to reach that bar, and provided that all members of the school staff have all of the supports they need to execute on our ambitious mission.

Albuquerque Collegiate will provide an excellent public school option through a structured and ambitious school community, driven by high quality instruction and intensive academic supports for every student. Setting the path for college graduation starting on the first day of a child’s formal schooling begins with the establishment of strong, foundational instruction, with a prioritized and expanded focus on literacy and mathematics starting in kindergarten and continuing everyday thereafter throughout a student’s K-5 education. The central elements of our school mission will drive our staff, families, and students to build a culture of achievement and game-changing results for the students of Albuquerque.

A structured and ambitious school community provides a safe, predictable, and achievement-oriented school environment, in which students can learn at the highest levels. Consistent school-wide systems and procedures that maximize instructional time for teachers and students are drawn from the most effective practices of the highest achieving schools across the country. As students are exposed and held to high expectations, they will rise to not only meet but exceed those expectations.

High-quality instruction is guided by mission-driven, team-oriented educators relentlessly focused on the measurable success of every student. To ensure that all students have access to rigorous and value-added instruction, we provide ongoing, targeted, and actionable coaching through a weekly feedback cycle and a robust professional development program throughout the school year and Summer. For our students to be academically competitive with their peers across the country, we deliver demanding, research-based, and practice-proven curriculum successfully implemented at schools across the country delivering powerful results with similar communities, and we provide robust training and support to our instructional team and professional team to get the job done.

Intensive academic support for every scholar is essential to individual student success, as well as school-wide academic achievement. To ensure that every student at Albuquerque Collegiate succeeds at the highest levels, we must understand both the strengths and areas of growth for every single scholar. This will require that each and every student receives targeted and individualized daily interventions. School-wide schedules will ensure built-in time for individualized supports,

one-on-one teacher pull-out instruction, and routine push-in intervention instruction every day; school-wide schedules and calendars will also ensure the staff training and support needed annually, cyclically, weekly, and daily to ensure the success of every student.

1.1.3 Serving the Community

The Albuquerque Collegiate Founding Team envisions that our school facility and its use will be reflective of our mission and deep commitment to academic growth and achievement. In addition to serving as the learning space for our students each day, we expect that our facility will act as an educational gathering space for our students' families and our neighboring community. The Albuquerque Collegiate Governing Board and school staff will engage with students, families and community members through monthly public Board meetings, annual family orientation meetings, monthly "cafecitos" to get to know the school leadership team and staff, and community family nights, during which we will invite families and community members into the life of an Albuquerque Collegiate scholar, highlighting student work, instructional lessons and school culture. Furthermore, we plan to partner and collaborate with local businesses, organizations and individuals to come into the school during our weekly community enrichment block to teach and lead students in lessons related to their different areas of expertise, whether that be art, yoga, banking, civic engagement, etc.

1.2 Process

1.2.1 Data Gathering and Analysis

Individual representing the school authorized as contact on issues and questions related to this submission:

Jade Rivera

jrivera@buildingexcellentschools.org

(505) 712-1927

1017 Forrester Ave. NW

Albuquerque, NM 87102

Process for Capital Planning and Decision Making:

Following Public Education Commission charter approval, the Governing Board of Albuquerque Collegiate will be responsible for capital planning and decision-making on behalf of the school. During the year prior to opening (2017-2018), a Steering Committee, also known as the Facilities Task Force, will be assembled to continue research of potential facilities to house Albuquerque Collegiate. The Facilities Task Force will provide facility information to the Governing Board's Finance Committee and recommendations for facility acquisition to the Governing Board.

Community Input:

As we have drafted the proposal for Albuquerque Collegiate, the founding team has placed great emphasis and value on community engagement and outreach. Members of our founding team have held over 95 individual meetings with leaders throughout Central New Mexico. Members of the founding team have also attended, presented at, and engaged with numerous community organizations, including the Albuquerque Chamber of Commerce, Impact & Coffee, Mission: Graduate, Bernalillo County Early Childhood Accountability Partnership, New Mexico

Association for the Education of Young Children, Excellent Schools New Mexico, Albuquerque Business First, the Wells Park and Barelás Community Centers, and several local neighborhood associations. In addition to conducting community organization outreach, our team has also hosted multiple informational sessions about Albuquerque Collegiate and “Stop & Chats” at neighborhood community centers to gather feedback from community members.

As the founding board of Albuquerque Collegiate continues to pursue charter authorization and identify potential facilities, we are committed to continually engaging with our local communities, statewide, within the county and city, as well as with residents of the neighborhoods in our proposed target area.

Steering Committee:

The Albuquerque Collegiate Steering Committee, also known as the Facilities Task Force, will be assembled for the purposes of researching and assessing potential facilities to house Albuquerque Collegiate Charter School. The Facilities Task Force will meet regularly to review progress and next steps in the facilities search process. The Facilities Task Force Chair will provide updates to the Albuquerque Collegiate Governing Board at each monthly board meeting. The following members listed below will serve on the Facilities Task Force.

Figure 1- Albuquerque Collegiate Facilities Task Force, Membership

Name	Role
Scott Hughes	Board Member
Katie Rarick	Finance Committee Chair
Constance Dove	Community Advisor

2. PROJECTED CONDITIONS

2.1 Programs and Delivery Methods

2.1.1 Programs Overview

Overview of Proposed Education Program and Facilities:

Albuquerque Collegiate Charter School is designed as a college preparatory elementary school. Albuquerque Collegiate is founded on the belief that setting the path for college graduation starts on the first day of a child’s formal schooling and must begin with the establishment of strong, foundational instruction, with a prioritized and expanded focus on literacy and mathematics starting in kindergarten and continuing everyday thereafter throughout a student’s K-5 education. Albuquerque Collegiate is committed to the ambitious success of our scholars, and we hold it as our charge to set them firmly on the path to graduation from the four-year college of their choice – all of which depends upon a powerful K-5 elementary education on which that path is built.

Our proposed facility needs are flexible and similar to that of a traditional district school’s facility needs. As a result of our proposed slow growth model, our facility square footage needs will be smaller in our initial years of operation versus in later years when we begin to reach our full enrollment capacity.

We have been working with Dove Property Advisors, LLC to search for potential facilities in our target area. Through this work we have identified the current Albuquerque Charter Academy building as a potential facility for Albuquerque Collegiate, as Albuquerque Charter Academy plans to vacate the space before August 2018.

Potential joint use facilities:

The Albuquerque Collegiate Founding Team is currently focused on finding a single occupant facility in our target area. However, we have also considered the possibility of locating within facilities that would require joint use, as the downtown area is much more abundant in vacant space within multi-occupant buildings. Nevertheless, a single occupant facility would better meet our needs as an elementary school with the need for large space, limited stairs, and a playground.

Proposed Instructional Program:

Using the 2010 adopted New Mexico Common Core State Standards, Albuquerque Collegiate students will be provided rigorous educational instruction, grounded in foundational content and skill development. Our standards will be aligned horizontally across subjects and vertically across grade levels to ensure students acquire all content and skills necessary to successfully matriculate into and succeed within a rigorous middle school, a college preparatory high school course of study, and ultimately the competitive four-year college of their choice.

Albuquerque Collegiate believes strongly that foundational literacy instruction is key to the academic and personal success of our students. For that reason, Albuquerque Collegiate will prioritize and dramatically expand literacy instruction and thus the development of literacy skills in areas including phonics, fluency, guided reading, reading comprehension, word study, grammar, hand writing, and writing. In the average instructional day, Albuquerque Collegiate students will receive over 200 minutes of instructional time dedicated to building foundational literacy skills.

Through the use of research-based curricula, Albuquerque Collegiate will provide 90 minutes of daily math instruction in kindergarten through grade five. All instruction is aligned to New Mexico Common Core State Standards, with particular attention focused on procedural computation as well as conceptual understanding.

Instructional Organization:

Albuquerque Collegiate is proposing an enrollment cap of 60 students per grade, in kindergarten through grade five. Each grade will be broken into two classes of 30 students. Through a slow growth model, we will plan to open in year one with kindergarten and first grade, growing an additional grade every school year thereafter. Kindergarten through second grade will be referred to as the lower elementary academy and grades three through five will be referred to as the upper elementary academy. In kindergarten through second grade, each classroom will be led by two teachers.

Scheduling approach:

Albuquerque Collegiate will plan to have an extended day schedule, with formal instruction beginning at 8:00am (students may arrive as early as 7:30am), and dismissal at 4:00pm on Monday, Tuesday, Thursday, and Friday. Dismissal is at 2:00pm on Wednesday, allowing for two hours of weekly professional development for staff. Students in all grades will remain in self-contained classrooms throughout the school day, with the exception of enrichment periods as necessary. In

grades K-2, there will be two teachers in every classroom. In grades 3-5, each classroom will have two teachers during literacy instruction, and 1 teacher during all other instruction.

Anticipated Special Curricular Activities:

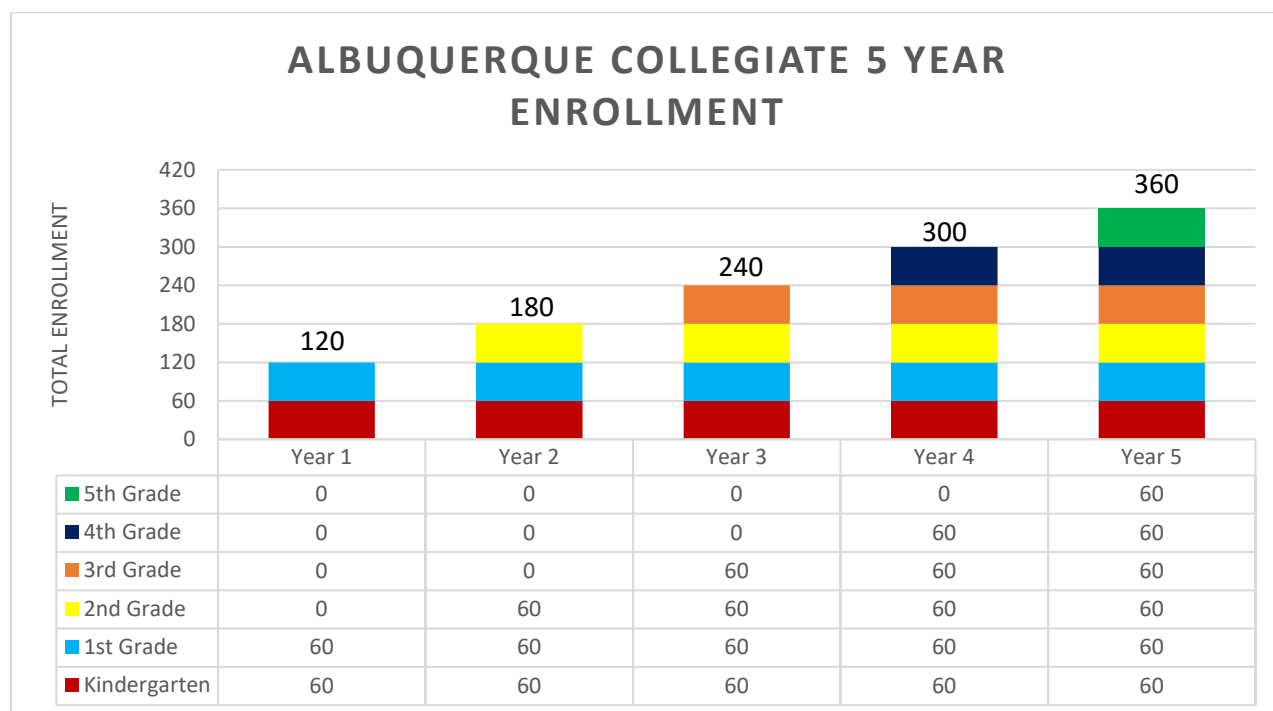
Albuquerque Collegiate scholars will be provided enrichment courses in art, music, and physical education. As such, our facility will need to be able to accommodate these needs for both indoor and outdoor space, based on the activity.

2.2 Proposed Enrollment

2.2.1 Phased Enrollment

Albuquerque Collegiate's total enrollment cap will not exceed 360 students. Through a slow growth model, we will plan to open in year one with 60 kindergarten students and 60 first grade students, for a total of 120 students. The enrollment cap per grade is 60 students. At year 5, we will be at full capacity with 360 students.

Figure 2 - Albuquerque Collegiate 5 Year Enrollment Graph



2.2.2 Classroom Loading Policy

Albuquerque Collegiate will plan for 30 students per classroom in kindergarten through grade five. As stated earlier, every kindergarten through second grade class will have 2 teachers, for a student to teacher ratio of 15:1. In grades three through five, there will be 2 teachers during the literacy blocks, and 1 teacher at other times. The student to teacher ratio in grades 3-5 will be 20:1.

2.2.3 Classroom Needs

Classrooms:

Based on Albuquerque Collegiate's enrollment targets, we will need 4 classrooms in year one, with 12 classrooms in year 5, when we reach full capacity. In order to be in accordance with New Mexico State Adequacy Standards (NMAC 6.27.30), we anticipate that classroom square footage range will need to be between 900-1,000 square feet per classroom for grades 1-5, and 1,200-1,500 square feet for kindergarten classrooms.

Figure 3 - Total Classroom Square Footage Needs by School Year

School Year & Grade Levels	# of Classrooms Total	Square Footage per Classroom	Classroom Square Footage Total Needed
2018-2019 Kindergarten-1 st	4	(2) K: 1,200-1,500 sq. ft. (2) 1 st : 900-1,000 sq.ft.	4,200-5,000 sq. ft.
2019-2020 Kindergarten-2 nd	6	(2) K: 1,200-1,500 sq. ft. (4) 1 st -2 nd : 900-1,000 sq.ft.	6,000-7,000 sq. ft.
2020-2021 Kindergarten-3 rd	8	(2) K: 1,200-1,500 sq. ft. (6) 1 st -3 rd : 900-1,000 sq.ft.	7,800-9,000 sq. ft.
2021-2022 Kindergarten-4 th	10	(2) K: 1,200-1,500 sq. ft. (8) 1 st -4 th : 900-1,000 sq.ft.	9,600-11,000 sq. ft.
2022-2023 Kindergarten-5 th	12	(2) K: 1,200-1,500 sq. ft. (10) 1 st -5 th : 900-1,000 sq.ft.	11,400-13,000 sq. ft.

Other Spaces:

Beyond standard classrooms for grades K-5, Albuquerque Collegiate will require facility space for administrative offices, food services, a student supports pull-out room, physical education space, and a multi-use room for enrichment classes. Dependent upon the identified facility, the cafeteria space could double as the physical education space.

Figure 4 - Additional Room Types and Size

Room Type	Approximate Square Footage Needed
Administrative Offices	1,000 sq. ft.
Cafeteria	1,000-1,500 sq. ft.
Serving/Warming Kitchen	200-250 sq. ft.

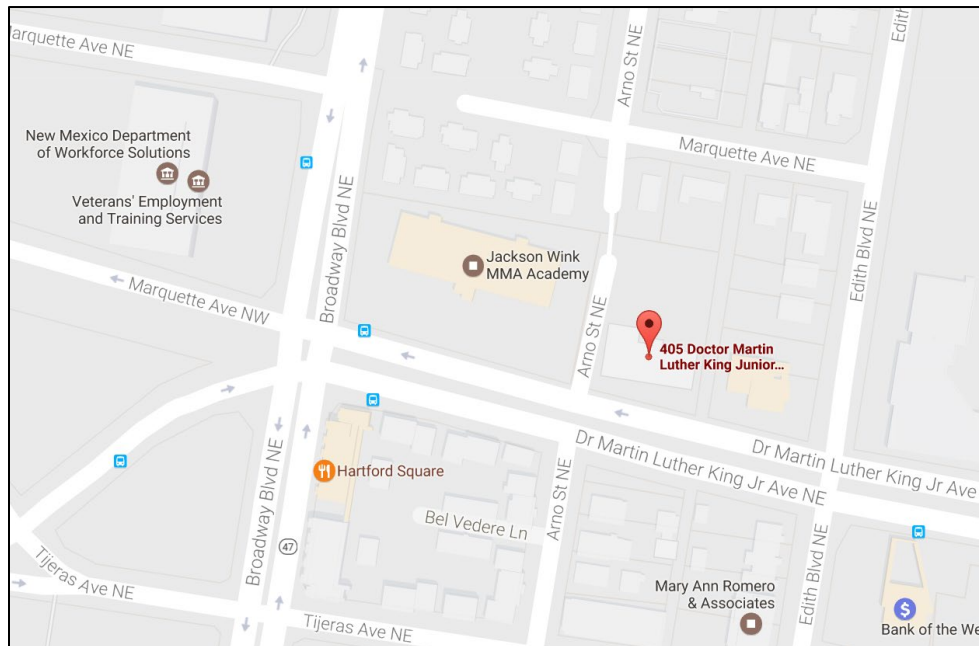
Student Supports Pull-Out Room	450-770 sq. ft.
Physical Education Space and Storage	2,400 sq. ft.
Enrichment Classroom	700-900 sq. ft.
Total sq. ft. Additional Rooms=	5,050-6,820 sq. ft.

At full capacity in year 5, adding together all classroom space and additional space needed, Albuquerque Collegiate will require approximately between 16,450-19,820 square feet of facility space.

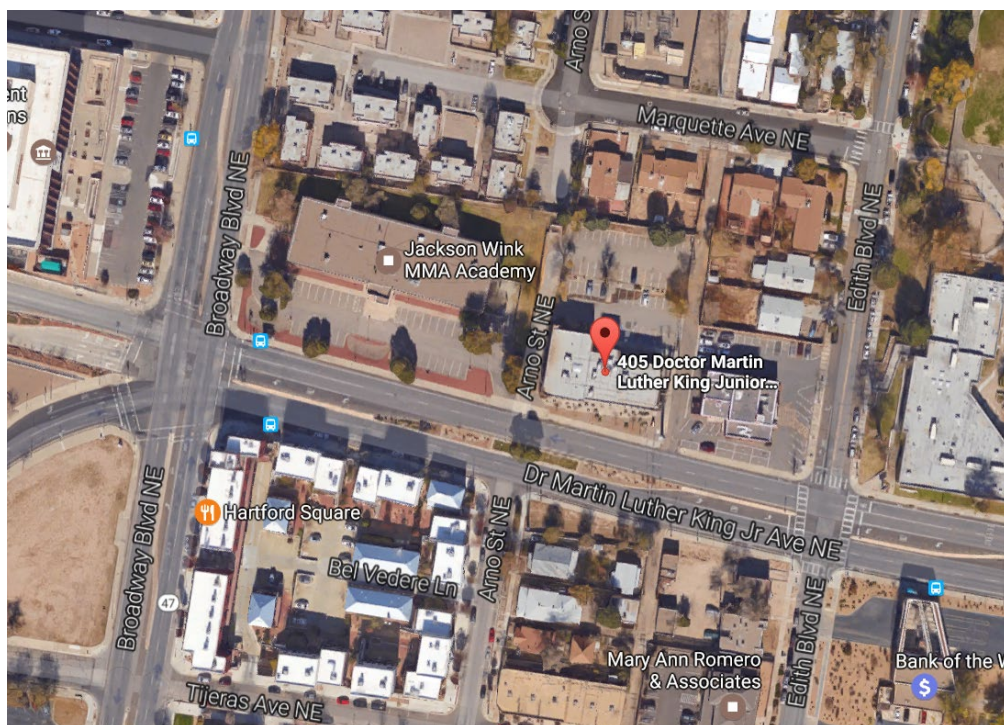
2.3 Site and Facilities

2.3.1 Location/Site

Map:



Aerial:



Description of Facility:

The Albuquerque Charter Academy’s Governing Board and school leadership team are developing plans to move out of their current facility (405 Dr. Martin Luther King Jr. Ave NE, Albuquerque, NM 87102), and into a larger facility better suited to meet their growing needs. The “MLK” facility is expected to be vacated before August 2018. This facility has 9 classrooms, as well as additional space necessary for administrative offices. The MLK building will fulfill the needs of Albuquerque Collegiate and allow us to grow into the facility, as we will have a slow growth model.

Reasons for Desired Area:

The targeted geographical area for Albuquerque Collegiate will primarily be neighborhoods within the 87102 zip code. Albuquerque’s 87102 zip code includes the Martineztown, Wells Park, Downtown, Barelás, South Broadway, and East San Jose neighborhoods. Research from zipatlas.com indicates the median household income in the 87102 zip code is the lowest of the 17 zip codes located within Albuquerque’s city limits. Furthermore, 87102 has a higher rate of unemployment, a larger Hispanic population, lower educational attainment, and more families living below the poverty level than the city as a whole. As an open enrollment charter school, Albuquerque Collegiate will welcome all families who wish to enroll their children from across the city. However, we will target our recruitment efforts to families who reside within the 87102 zip code, as their students are in greatest need for a high performing public charter school.

2.3.2 Facility Evaluation

The New Mexico Public School Facilities Authority (PSFA) has not yet conducted a facility condition evaluation for Albuquerque Collegiate Charter School, and thus has not been able to

complete a FAD Executive Summary Report. Following charter application submission, the Albuquerque Collegiate Founding team plans to research more facilities in the greater downtown Albuquerque area, so that we may identify top choices for PSFA to evaluate for adequacy.

3. PROPOSED FACILITY REQUIREMENTS

3.1 Facility Goals and Concepts

3.1.1 Goals to be Met by School Facility

Within a structured and ambitious school community, driven by high-quality instruction and intensive academic supports, Albuquerque Collegiate Charter School ensures all K-5 students make dramatic academic growth each year and demonstrate measurable academic performance that puts them firmly on the path to college graduation.

Our belief that college preparation begins in kindergarten means we highly value and prioritize expanded learning time for our students, particularly in the areas of literacy and mathematics.

Our overarching goal of the school facility is to meet the physical needs of our general education classrooms, special education needs, enrichment classrooms, and common space areas so that we may educate all learners and all scholars in alignment with our mission and educational philosophy. In general, our facility needs are very similar to that of a traditional district school. Our facility must prioritize student and staff safety, while being as conducive as possible to our educational program.

The goal for our general education classrooms is that our teachers have the space necessary to be able to conduct full-class lessons as well as small-group instruction. Full-class lessons will be conducted while students are seated at their desks, as well as from a central area while students are seated on a carpeted area/rug. In addition, teachers and scholars need the appropriate space and classroom set-up for small-group block rotations, where students will work within 3 small groups of 10 students in each group. One of the groups of 10 will work at student desks, while each of the other two groups will need to work at separate tables with 1 teacher at each table.

One key difference between our facility needs and those of a traditional district school is that we will open with a slow growth model, meaning that in year one we will start with kindergarten and first grade, growing one grade in each subsequent school year. This slow growth model thus impacts our facility needs in year 1 when enrollment is fairly low, at 120 students, versus in year 5 when enrollment is at full capacity of 360 students. For this reason, our goal in years 1 and 2 is for the facility to be able to accommodate a full year 2 enrollment of 180 students. In years 3 through 5, we will want a facility that can accommodate or be built out to accommodate our full enrollment capacity of 360 students.

In accordance with HB-283 and New Mexico State Statute (22-8B-4.2 “Charter school facilities; standards”) Albuquerque Collegiate Charter School will identify a school building that meets all of the mandated requirements related to building ownership, lease-purchase arrangement approval, statewide adequacy standards, private owner financial responsibility and maintenance to meet adequacy standards, as well as the requirements related to availability and adequacy of public buildings.

3.1.2 Concepts

The Albuquerque Collegiate concept design illustrates major facility concepts of the school to meet the physical needs of general education classrooms, special education resource rooms, an enrichment classroom, and necessary common space areas. Illustrations from the concept layout demonstrate our preference to place lower elementary classes (K-2), closest to the administrative offices in the building. In addition, to maximize a smaller facility, we would use a cafeteria as a common space for physical education enrichment, as well as for our weekly school community gatherings and periodic family events throughout the school year. The concept layout map also shows our need for a special education resource classroom. As intensive and individualized supports are an essential component of the Albuquerque Collegiate mission, we believe access to and daily use of a resource room for special education and English Learner instruction will be integral to the delivery of our mission and vision.

Beyond what is illustrated, we want to ensure we meet and exceed the safety and security needs of our students from the time they are dropped off at school to the time they leave our facility at the end of the day. These safety and security needs include lockable classroom doors, a secure locked door that provides access to the classrooms from a separate visitors' area with seating, as well as adequately designed and designated pickup/drop-off areas, a fully gated facility with locks, adherence to all fire code and safety requirements including a properly functioning sprinkler system, and an adequate fire alarm system.

To the greatest extent possible, we hope to be able to identify a facility that is environmentally friendly and sustainable, while also meeting the academic needs of our students and staff. As illustrated in the concept layout, we anticipate that much of our facility space will need to be flexible to serve a variety of our school needs. Both classroom and common spaces will be utilized for daily instruction, special education pull-out services, small group intervention tutoring, and enrichment classes that include art, music and physical education.

As a school, we look forward to collaborating with our students and their families to host school community family nights that focus on the academics and culture of Albuquerque Collegiate. In addition, we are eager to engage with the local community to understand what the community's needs may be and if the Albuquerque Collegiate facility can serve as a central hub for local community gatherings. In terms of utility needs of the facility, we expect that these will mirror the needs of a standard elementary school facility. Our facility will need to provide access to multiple bathrooms, including those necessary for kindergarten classrooms, the facility will also need adequate HVAC services, in addition to proper electrical capacity and adequate lighting, both described in greater detail in section 5.4.

Lastly, with large class sizes of 30 students per class, our classrooms will need to be able to meet all requirements laid out by PSFA. In order to be in accordance with New Mexico State Adequacy Standards (NMAC 6.27.30), we anticipate that classroom square footage range will need to be between 900-1,000 square feet per classroom for grades 1-5, and 1,200-1,500 square feet for kindergarten classrooms.

See concept layout as Attachment B.

4. CAPITAL PLAN

The founding board of Albuquerque Collegiate has already begun a robust development and fundraising campaign to support the efforts needed for opening in Fall 2018, much of this

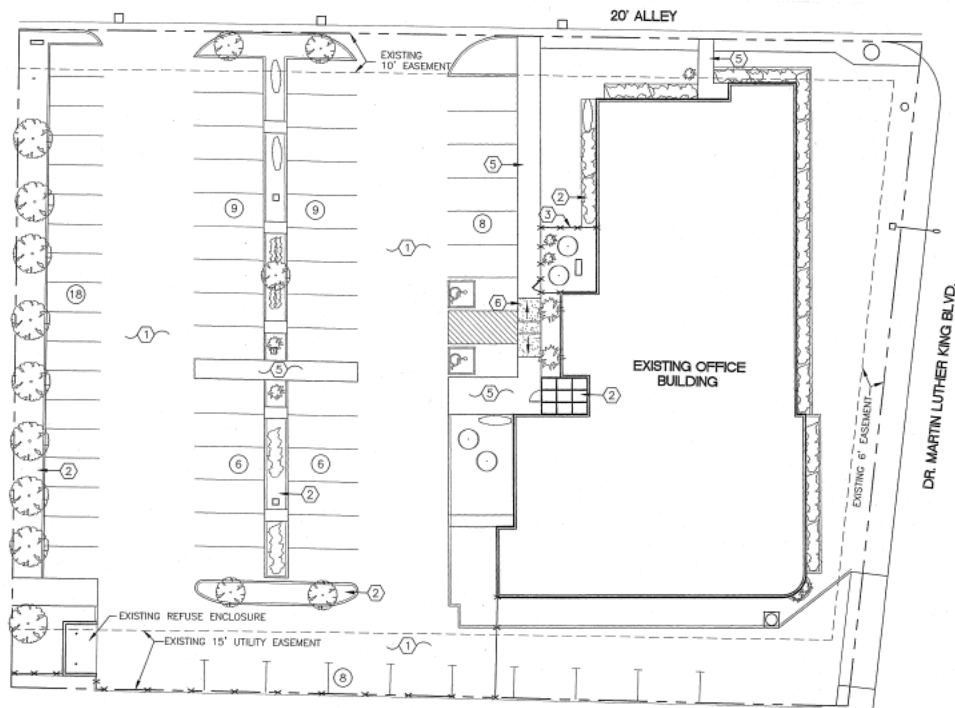
development effort will go toward facility needs. Upon charter authorization, the Albuquerque Collegiate Governing Board will continue to work to identify a facility and will then develop a plan for capital projects and equipment purchases. The Albuquerque Collegiate founding board has been in discussion with Development Fund organizations to discuss financing options.

5. MASTER PLAN SUPPORT MATERIAL

5.1 Sites and Facilities Data Table

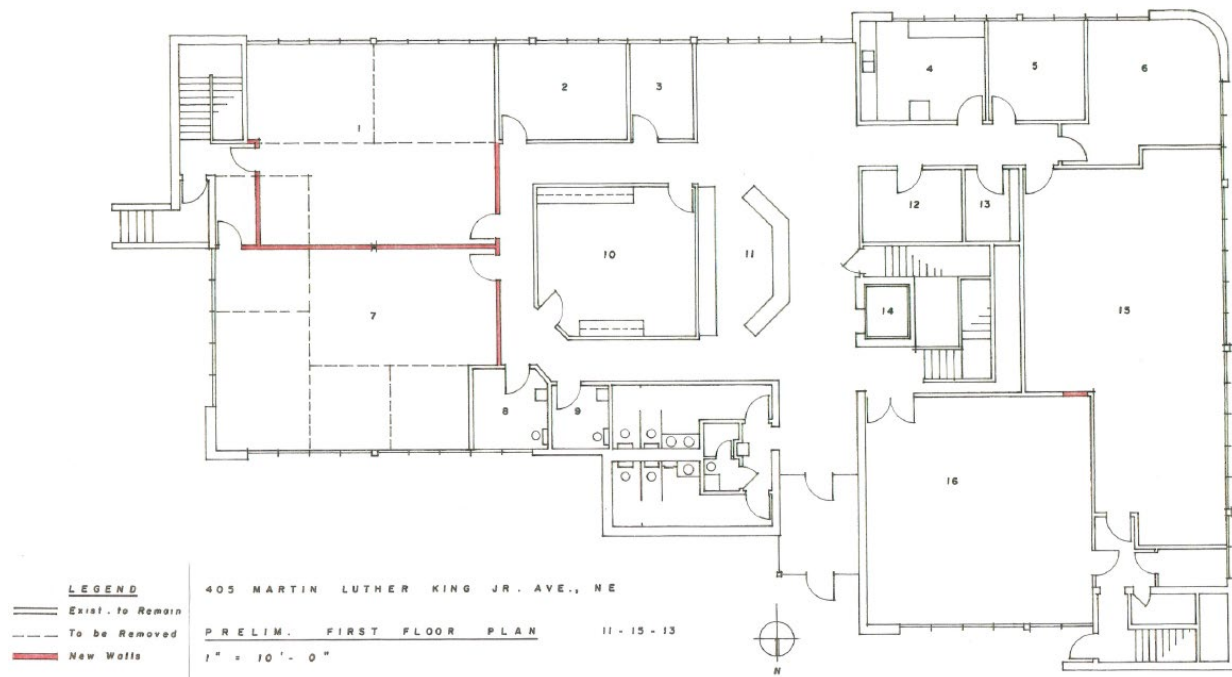
Name	Albuquerque Charter Academy
State Identification Number	n/a
Date of Anticipated Opening	July 1, 2018
Dates of Major Additions/ Renovations	2014
Facility Condition Index (FCI) NM Facility Condition Index (NMCI)	21.18%
Site Owned or Leased	Owned
Total Building Area Gross Sq./Ft.	16,656
Site Acreage	0.8672± acre
Total Number of Permanent General Classrooms	8
Total Number of Permanent Specialty Classrooms	1
Total Number of Portable Classrooms	0
Total Number of Classrooms	9
Percentage of Portable Classrooms Compared to Total Number of Permanent Classrooms	0
Estimated Enrollment	360
Number of Gross Sq. Ft. Per Student Per School Facility	~46.3 Sq. Ft. per Student

5.2 Site Plan

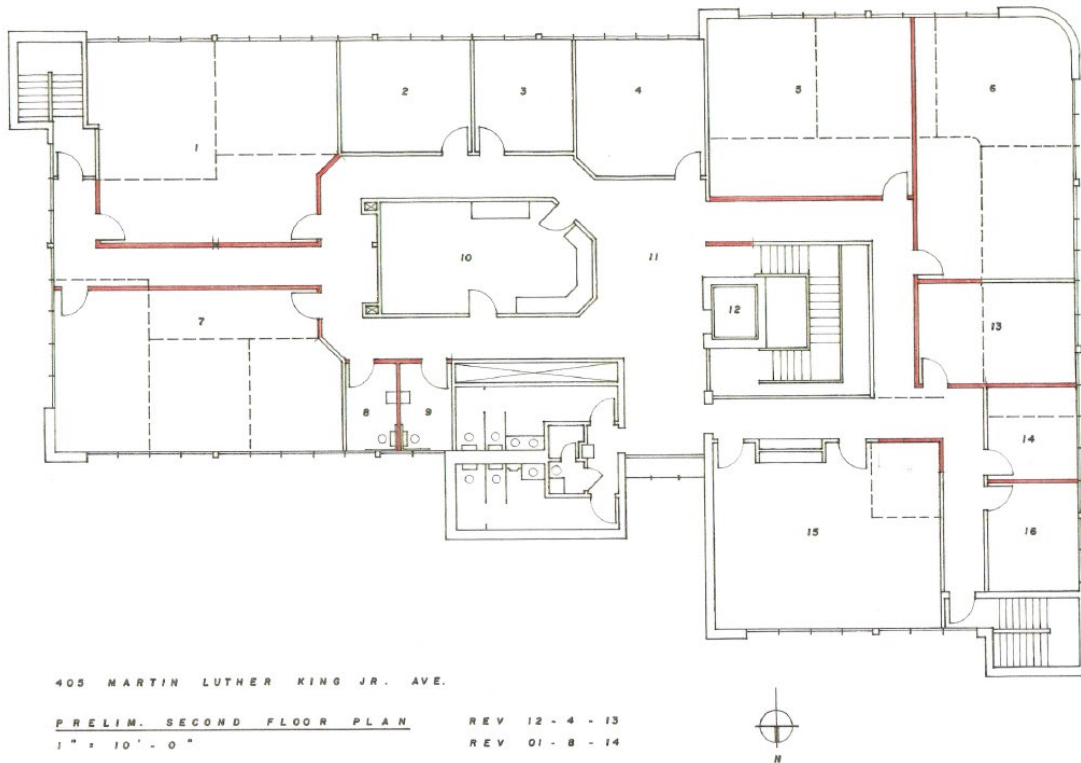


5.3 Floor Plan

1st Floor:



2nd Floor:



5.4 Detailed Space and Room Requirements

5.4.1 Technology and Communications Criteria

Network access and wireless internet should be available throughout the school building, including in classrooms, enrichment classrooms, common spaces, and administrative offices. The network and wireless internet need to be able to accommodate high-capacity use, particularly during assessment cycles. An adequate 2-way communication system, preferably telephones, should be available in all classrooms and offices. Administrative offices will house high volume copiers and printers for staff use.

5.4.2 Power Criteria

The school facility should have adequate electrical power sources. In all classrooms and common learning spaces, there should be sufficient outlets to meet the educational needs of students and teachers (i.e., laptop computers, projectors, document cameras, etc.).

5.4.3 Lighting and Day Lighting Criteria

State Adequacy Standards require a level of at least 50 foot candles of well-distributed light at classroom work surfaces.

5.4.4 Classroom Acoustics Criteria

Each general classroom shall be maintainable at a sustained background sound level of less than 55 decibels, with the sound level measured at a work surface in the center of the classroom.

5.4.5 Furnishing and Equipment Criteria

All general classrooms will have at least 30 student-designated workspaces, in addition to teacher-designated workspaces as necessary. In addition to student workspaces, classrooms will also have at least 1 horseshoe-style table with chairs for small group instruction.

5.4.5 Criteria Sheets

Kindergarten Classrooms	
Quantity of Spaces Required	2
Square Footage Per Space	1,200-1,500 sq. ft
Communications	Telephone line
Flooring	Carpet
Power & Technology	Adequate duplex outlets to power all technology equipment
Equipment	Large whiteboard mounted, ceiling mountable projector
Furnishings	15 table work stations (2 students per table), 30 desk chairs, 2 horseshoe tables each with 10 chairs, 5x6 color carpet rug, 2 teacher desks, 2 teacher chairs
Other	Single restroom with toilet and sink directly attached to kindergarten classrooms

1 st – 5 th Grade Classrooms	
Quantity of Spaces Required	10
Square Footage Per Space	900-1,000 sq. ft.
Communications	Telephone line
Flooring	Carpet
Power & Technology	Adequate duplex outlets to power all technology equipment
Equipment	Large whiteboard mounted, ceiling mountable projector
Furnishings	15 table work stations (2 students per table), 30 desk chairs, 2 horseshoe tables each with 10 chairs, 5x6 color carpet rug, 2 teacher desks, 2 teacher chairs

Enrichment Classroom	
Quantity of Spaces Required	1-2
Square Footage Per Space	700-900 sq. ft.
Communications	Telephone Line
Flooring	Laminate
Power & Technology	Adequate duplex outlets to power all technology equipment

Equipment	Large whiteboard mounted
Furnishings	Foldable chairs and chair stand

Resource Room	
Quantity of Spaces Required	1-2
Square Footage Per Space	450-770 sq. ft.
Communications	Telephone Line
Flooring	Carpet
Power & Technology	Adequate duplex outlets to power all technology equipment
Equipment	Whiteboard mounted
Furnishings	Small workstation tables (3), with 5 chairs at each table
Other	Bookshelves and storage for resource materials

Administrative Offices	
Quantity of Spaces Required	1 (with 2 private offices)
Square Footage Per Space	1,000 sq. ft.
Communications	Multiple telephone lines
Flooring	carpet
Power & Technology	Adequate duplex outlets to power all technology equipment including high volume copier
Equipment	High volume copier and printers
Furnishings	Large front reception desk, 4 waiting area chairs, 5 administrator desks, 5 rolling office chairs,
Other	Adult restroom attached to administrative/reception area

Common Space	
Quantity of Spaces Required	1
Square Footage Per Space	1,000-3,000 sq. ft.
Communications	Telephone line
Flooring	lamine
Power & Technology	Adequate duplex outlets to power all technology equipment including food warmer and large refrigerator in kitchen area

Equipment	Speakers for music
Furnishings	Foldable cafeteria tables w/ attached seating
Other	

Restrooms	
Quantity of Spaces Required	4 spaces (2 male, 2 female)
Square Footage Per Space	300 sq. ft.
Communications	n/a
Flooring	Laminate
Power & Technology	n/a
Equipment	Bathroom stalls, toilets, sinks
Furnishings	n/a

Attachment A: Letter to Albuquerque Public Schools

Jade Rivera
1017 Forrester Ave.
NW Albuquerque, NM
87102
505-712-1927
jrivera@buildingexcellentschools.org

April 17, 2017

Superintendent Raquel
Reedy Albuquerque Public
Schools 6400 Uptown Blvd.
NE Albuquerque, NM
87110

CC: Kizito Wijenje, Executive Director, Capital Master Plan
CC: Elvira Lopez, Senior Planner/Manager

Dear Superintendent Reedy,

On behalf of the proposed founding board for Albuquerque Collegiate Charter School, I am writing to formally and respectfully inquire about Albuquerque Public Schools facilities, per requirements of the state of New Mexico Public Schools Facilities Authority (PSFA). The Albuquerque Collegiate founding team wishes to request a list of Albuquerque Public Schools owned facilities that are presently unoccupied, partially unoccupied and/or anticipated to become unoccupied within the next 16 months. In particular, we are interested in any vacant, semi-vacant, or soon to be vacant facilities located in the following zip codes of Albuquerque; 87102, 87104, 87105, and 87107.

Thank you in advance for your continued communication and willingness to collaborate with our founding team as we seek to found a charter school in Albuquerque. If you have any questions or updates on information, please feel free to reach out to our main point of contact at any time. On behalf of the entire Albuquerque Collegiate founding team, thank you again for your time and continued lines of open communication.

Sincerely,



Jade Rivera
(505) 712-1927
jrivera@buildingexcellentschools.org

Attachment B: Concept Layout

Common Space				Kitchen	
5 th Grade			5 th Grade		
3 rd Grade			4 th Grade		
3 rd Grade			4 th Grade		
Resource			Enrichment		
RR					
RR					
2 nd Grade			2 nd Grade		
1 st Grade			1 st Grade		
RR	Kindergarten		Kindergarten		RR
Admin Offices					

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