# 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

Updated: March 28, 2022

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### 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.

Click to 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: Altura Preparatory School

### **Facilities Narrative**

Provide a description of the charter school facilities. Click to enter the applicant response in box below:

### **School response:**

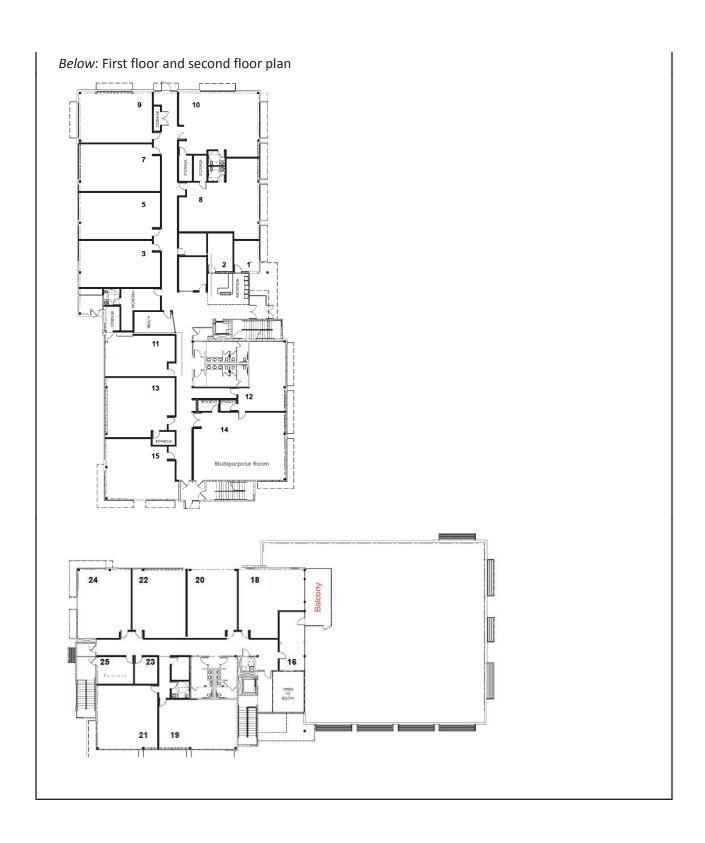
Altura Preparatory School is located at 8650 Alameda Blvd NE, Bldg 2B, Albuquerque, NM 87122. The site is a single building in a complex shared with an office building and a church. The school has dedicated parking, a gated play area, and access to Alameda Blvd and Signal Ave. The building is leased from Moby Hope Plaza. (See Appendix E-3) Altura Prep has occupied the building since July 2019. Per the lease agreement, Altura Prep started using a portion of the first floor in the 2019-20 school year, then took over occupancy of additional space annually as enrollment increased. (See Exhibit 2.4 of Appendix E-3) In the 2022-23 school year, the school occupies the full facility (21,551 square feet). The downstairs portion of the facility includes two private offices, a main office/entry, three small group workspaces, student restrooms (boys and girls), two kindergarten classrooms each with a bathroom, and connected by a closet, six classrooms for grades one through five, one room able to serve pre-kindergarten through fifth grade, a multipurpose room (cafeteria and instructional space), a health office, staff workroom, one

adult bathroom, a custodial closet, a storage closet, and two water fountain banks containing two fountains each. The upstairs portion of the facility includes a staff lunchroom with a door to a balcony, three offices/storage spaces, student restrooms (boys and girls), one adult restroom, and six classrooms for grades one through five. The school can comfortably fit grades K-5, with two classes at each grade level within the building. There are dedicated classrooms specifically for content areas (Mathematics, English Language Arts, STEAM, Art, Lego Engineering). STEAM classes are equipped with sinks and the STEAM faculty have access to dedicated storage for their class materials. The outdoor space includes a fenced-in play area with a play structure and a fenced-in play area. The school also uses temporary barriers to eliminate car traffic from the parking lot, which is then able to be used for outdoor instruction, outdoor lunch, and recess. Inside, the school walls reflect the Altura Prep focus on developing students' essential habits, skills, and mindsets and the belief that college should be an option for everyone - college pennants from institutions across the country: decals for the school values of Responsibility, Empathy, Agency, Humor and Hard Work line the hallway and college pennants provide a continuous border between ceiling and wall around the school.



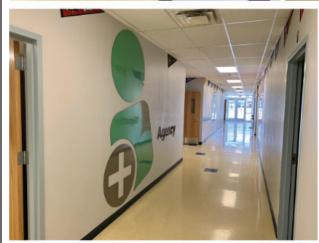


Above: School signage for the exterior of the school.















The school's core values line the walls (above): Responsibility, Empathy, Agency, Curiosity, Humor, and Hard work. Above the decals, college banners represent post-secondary institutions across the country, including Historically Black Colleges and Universities (HBCUs) and Hispanic Association of Colleges and Universities (HACUs).

Below: Fenced outdoor space east of the school building



Below: An Altura Prep classroom, with a glimpse of the outdoor play structure.



The Altura Prep office sets the tone for the school's focus on STEAM and provides a welcoming area or area for students to work.



## **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 comply with the requirements of 1978 NMSA §22-8B-4.2, using Certificate A, B, or C

# Certificate of Occupancy

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

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Suilding Address 8650 Alameda Blvd NE	Zip 87122
Portion of Building Tenant Improvement West Building	
Use Classification Commercial Project	Bldg. Permit No. 201392538
Occupancy Group E Type of Construction II B Sprinklered	II B Sprinklered Land Use Zone SU 2
Owner of Building Hope Plaza Office Part LLC	Address: 8300 Carmel Ave NE Albuquerque, NM 87122
	By: Xatrína Sígala
of April Hart	- Pote: Ianiary 10, 2014
V l and Clark	
Chief Building Official	IBC Code Year:2009

MAXIMUM OCCUPANT LOAD: 499

POST IN A CONSPICUOUS PLACE



### State of New Mexico Public School Facilities Authority

Jonathan Chamblin, Director; Martica Casias, Deputy Director

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

May 30, 2019

Altura Preparatory School

Albuquerque, NM 87122

Dear Ms. Meaghan Hindman,

The Public Schools Facility Authority has received your request to have an assessment of the facility at 8650 Alameda Blvd NE, Bldg. 2B, Albuquerque, NM 87122 in order to determine if this facility meets statewide adequacy standards for charter schools pursuant to 22-8B-4.2 NMSA 1978. In accordance with this statute, PSFA shall grant approval if the facilities of a charter school meet educational occupancy standards required by applicable New Mexico construction codes.

The facility was previously a school and was assessed on July 3, 2018. A wNMCI score was generated for this facility as a result of this assessment. The resulting score is 22.49% which is better than the average for all statewide schools (currently 23.07%).

You also asked about occupancy load. In considering your plan to occupy 11,038 gross square feet with a classroom net square footage of 6,941, you have more than enough space for at least 170 students in your first two years. As your membership expands the facility offers adequate expansion capabilities.

We also have an E-Occupancy certificate on file for this facility.

Based upon the above information and information collected during the site assessment the Public School Facility Authority is pleased to report facility located at 8650 Alameda Blvd NE, Bldg 2B, Albuquerque, NM 87122 meets the adequacy standards for at least 170 K-6 students (with ample opportunity for expansion), and approves this facility for use as a K-6 charter school.

If you have any questions regarding this approval, please feel free to contact me at any time. I can be reached at 505-468-0295.

Joanne Eekhoff, Planning and Design Manager

Public School Facilities Authority

- Do Excholl

Cc: Norma Asklog, Financial Specialist

### **NET PREMISES LEASE**

(Commercial Condominium Unit)

This NET PREMISES LEASE (hereinafter, "Lease") between *Moby Partnership*, a Texas general partnership (hereinafter, "Landlord"), and Altura Preparatory School, a New Mexico charter school authorized and governed by the provisions of the New Mexico Charter Schools Act, NMSA 1978, §22-8B-2, *et seq.* (hereinafter, "Tenant"), is dated as of the <u>24<sup>th</sup></u> day of May, 2019.

- 1. <u>LEASE OF PREMISES</u>. In consideration of the Rent (as defined in *Section 2*) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises more particularly described on *Exhibit 1* attached hereto, which is comprised of one Unit of the Alameda Offices at Hope Plaza Condominiums. Tenant shall have the exclusive right to use the Premises as described hereafter together with the nonexclusive right to use the Common Elements along with owners or tenants of condominium units and exclusive use for a playground area of the lands described as the Playground Parcel on *Exhibit 1* and *Exhibit 1.1*.
- 2. **<u>DEFINITIONS</u>**. As used in this Lease, the following terms shall have the following meanings:
  - a. Association: Alameda Hope Owners Association, Inc.
  - b. <u>Base Rent</u>: \$14.00 per Leasable Square Foot at time of Lease execution.
  - c. <u>Base Year</u>. 2019
  - d. Commencement Date: July 1, 2019
- e. <u>Expiration Date</u>: June 30, 2027 unless otherwise sooner terminated in accordance with the provisions of this Lease and the Tenant has not acquired ownership of the Premises in accordance with the provisions of this Lease.

### f. Landlord's Mailing Address:

Moby Partnership
C/O The Stroup Co.
Attn: Larry Stroup
5600 Wyoming NE
Suite 180
Albuquerque, New Mexico 87109

### g. Tenant's Mailing Address:

Altura Preparatory School Albuquerque, New Mexico 87122

### h. Monthly Installments of Base Rent:

- i. Year 1: \$12,877.67 July 2019 monthly rent is abated
- ii. Year 2: \$17,052.85
- iii. Year 3: \$23,061.14
- iv. Year 4: \$27,474.25
- v. Year 5: \$28,298.48
- vi. Year 6: \$29,147,43
- vii. Year 7: \$30,021.86
- viii. Year 8: \$30,922.51
- i. <u>Premises</u>: Unit 300W containing approximately 21,551 square feet more specifically described in *Exhibit 1* hereto, together with the Playground Parcel described in *Exhibit 1.1*.
- j. <u>Project</u>: The overall Project, including all of the Alameda Offices at Hope Plaza Condominiums.
  - k. Guarantor: None.
  - 1. Lease Security Deposit (Section 8): \$12,877.67
  - m. Tenant's First Adjustment Date: July 1, 2020
- n. <u>Tenant's Use Clause (Section 9)</u>: To operate a K-5 charter school and all activities related to the operation of a New Mexico charter school.
- o. <u>Term</u>: The period of time beginning on the Commencement Date and ending on the Expiration Date, subject to termination as set out herein.
  - p. Landlords Construction Obligations: As set out in Exhibit 2 attached hereto.
- 3. **EXHIBITS AND ADDENDA.** The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:
  - a. Exhibit 1: Legal Description
  - b. Exhibit 1.1: Graphic Depiction of Playground Area
  - c. Exhibit 2: Landlord's Construction Obligations
  - d. Exhibit 2.1: Year One "Tenant use" Floor Plan
  - d. Exhibit 2.1: I car One Tenant use Floor Fran
  - e. Exhibit 2.2: Year Two "Tenant use" Floor Plan
  - f. Exhibit 2.3: Year Three "Tenant use" Floor Plan
  - g. Exhibit 2.4: Year Four and thereafter "Tenant use" Floor Plan
  - h. Exhibit 2.5: Special Provisions
- 4. **DELIVERY OF POSSESSION**. Landlord shall deliver possession of the Premises to the Tenant on July 1, 2019 in its' current condition, subject to Landlord's completion of Landlord's Construction Obligations as quickly thereafter as feasible.

### 5. RENT.

- a. **Payment of Base Rent**. Tenant agrees to pay the Base Rent for the Premises. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord the Security Deposit when Tenant executes this Lease.
- b. Advance Payment of 1<sup>st</sup> Month's Rent: Tenant shall pay Landlord the first month's rent in advance when Tenant executes this Lease.
  - c. Adjusted Base Rent. See Section 2(h).
- 6. NET LEASE. This Lease shall be a NET LEASE (hereinafter, "NN Lease"), with Tenant being responsible for paying utilities and all other operating expenses, Condominium Owner's Association ("COA") dues and assessments, and ad valorem taxes and insurance premiums applicable to the Premises. Except as provided below and as set out in Exhibit 2, Landlord shall have no responsibility for any costs. To the extent that those NN Lease expenses become due and payable after the termination of this Lease but which are for services or relate to matters prior to the date of termination, Tenant's obligations hereunder shall be deemed to be extended so as to require payment of all such amounts that come due after the termination of this Lease. For all expenses which are calculated for periods of time which are not equal to the Term of this Lease, those shall be prorated. Landlord shall ensure that the Association shall maintain the HVAC system(s) for the Premises during the Term hereof. If Tenant requires a formal audit of the prior year's statement, the cost of such audit will be paid by Tenant. Notwithstanding the foregoing, and notwithstanding any other provision of this NN Lease, Landlord shall be contractually obligated to maintain the statewide adequacy standards developed pursuant to the Public School Capital Outlay Act for the Premises at no additional cost to the Tenant or the state pursuant to NMSA 1978, § 22-8B-4.2(D)(2)(a) (2011).
- 7. INTEREST AND LATE CHARGES. If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the prime rate as published in *The Wall Street Journal* plus five percent (5%) per annum. In addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.
- 8. <u>SECURITY DEPOSIT</u>. At the time of signing this Lease, the Tenant will tender to the Landlord a Lease Security Deposit in the amount of \$12,877.67. Subject to the provisions hereof regarding recovery of costs by the Landlord, one half of the Security Deposit will be applied by the Landlord to the first month's Rent, with the balance applied as determined by Landlord to Rent, expenses, damages, or other obligations of Tenant hereunder which are not paid when due. In the event the Security Deposit is applied to any permissible item prior to the termination date of the Lease, Tenant will replenish the Security Deposit within ten (10) days after written notice of the reasonable expenditure of such funds, and the additional deposit(s) shall be deemed as a Security Deposit hereunder. If any sums are held by the Landlord at the time of termination or expiration of this Lease and which funds are not necessary to pay any claims referenced herein above, the balance of the Security Deposit will be refunded to the

Tenant. Landlord shall not be required to deposit the Security Deposit in a segregated account. Landlord will not pay interest on the Security Deposit.

- TENANT'S USE OF THE PREMISES. Tenant shall use the Premises solely for the purposes set forth in the Tenant's Use Clause (Section 2(n)). The Premises shall be used solely for the purposes of providing public education as set forth in the Tenant's Use Clause, and such use may make the Tenant and/or Landlord eligible for the educational property tax exemption pursuant to Article VIII, Section 3 of the New Mexico Constitution. Tenant shall not use or occupy the Premises in violation of law or any Association rules, covenants, conditions or restrictions affecting the Project or the Certificate of Occupancy issued for the Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the Certificate of Occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises. impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Project and/or the Premises, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand, reimburse Landlord or the Association for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Tenant hereby represents that after a thorough inspection of the Premises, a determination has been made that the Premises meets the statewide adequacy standards developed pursuant to the Public School Capital Outlay Act. Tenant further represents that public buildings are not available or adequate for the educational program of the charter school.
- 10. <u>SERVICES AND UTILITIES</u>. Tenant shall contract for and pay the cost of all services, janitorial and utilities for the Premises which are not included in the Association assessments.
- 11. **CONDITION OF THE PREMISES.** Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession, the Premises are in good order and satisfactory condition. Except as set out in *Exhibit 2*, no promise of Landlord to alter, remodel, repair or improve the Premises or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, the Project, or this Lease (including, without limitation, the condition of the Premises or the Project) have been made to Tenant by Landlord.

### 12. REPAIRS AND MAINTENANCE.

a. <u>Cost of Repairs and Maintenance</u>. Landlord shall assure that the Premises meets the statewide adequacy standards developed pursuant to the Public School Capital Outlay Act and shall pay for any work required to assure such statewide adequacy standards for charter schools and in addition will perform those maintenance obligations as set out in *Exhibit 2* hereto.

- b. Maintenance by Landlord. If Landlord fails to maintain the Premises in in accordance with Section 12.a above, Tenant shall give Landlord notice to do such acts as are reasonably required to so maintain the Premises. If Landlord fails to promptly commence such work and diligently prosecute it to completion, Tenant shall have the right to do such acts and expend such funds at the expense of Landlord as are reasonably required to perform such work. Any amount so expended by Tenant shall be paid by Landlord promptly after demand with interest at the prime rate as published in The Wall Street Journal plus five percent (5%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by any usury law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the reasonable use of the Premises by Tenant as a result of performing any such work.
- c. <u>Compliance with Law</u>. Landlord shall do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to its respective maintenance obligations as set forth herein including the American's with Disabilities Act ("ADA") requirements imposed on the Premises during the Term of this Lease.
- d. <u>Liability for Repairs</u>. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project or the Premises unless caused by Landlord's gross negligence or wrongful misconduct. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- e. Return of Premises. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition, except for normal wear and tear, as on the date Tenant took possession. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 18(a) shall be repaired by Tenant at Tenant's expense.

### 13. ALTERATIONS AND ADDITIONS.

- a. Except improvements to the Playground Parcel as set out in *Exhibit 2, Subsection* 5, Tenant shall not make any further additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the reasonable cost of such work shall be paid for before commencement of the work.
- b. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time upon reasonable notice to Tenant.

c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a payment and completion bond in an amount equal to at least one and one-half (1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and materialmen's liens and to insure timely completion of the work. Nothing contained in this Section shall relieve Tenant of its obligation to keep the Premises and the Project free of all liens. For the purposes of this Lease, Public Accommodation Laws shall mean all applicable federal, state and local laws, regulations, and building codes, in effect during the term of this Lease, governing non-discrimination in employment, public accommodations and commercial facilities, including without limitation, the requirements of the Americans with Disabilities Act, 42 U.S.C. '12101, et seq.

### 14. LEASEHOLD IMPROVEMENTS; TENANTS PROPERTY.

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term (hereinafter "Leasehold Improvements"), whether or not by or at the expense of Tenant, shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in *Section 14(b)*.
- b. Subject to the provisions of Section 37 hereof, all movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Project, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Project resulting from such removal.
- 15. **CERTAIN RIGHTS RESERVED BY LANDLORD.** Landlord reserves the following rights, exercisable without liability to Tenant for damage or injury to property, person or business; causing an actual or constructive eviction from the Premises; or disturbing Tenant's use or possession of the Premises:
- a. To have pass keys (including magnetic cards or keys) to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- b. To, at any time during the Term, and on reasonable prior notice to Tenant, inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project or the Premises, or to any assignee of any mortgage on the Premises or the Project, or to others having an interest in the Premises, the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof; and
- c. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Project (including, without limitation, checking, calibrating, adjusting or balancing controls and maintenance of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Project or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Project or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry. Landlord agrees to provide prior,

reasonable notification to Tenant regarding entry of the Premises pursuant to the provisions of this paragraph.

- d. Landlord agrees to abide by any and all federal, state, and internal school safety rules that the Tenant implements for the purposes of the protection of students and staff. Landlord agrees that these school safety rules could impact Landlord's access as stated in this Section. Landlord shall give Tenant prior notice that Landlord or any of Landlord's agents will enter the premises during school operating hours. Landlord agrees that Tenant may have to restrict Landlord's building access during school operating hours. Tenant shall, however, allow Landlord access to the school premises to conduct maintenance required of Landlord. Tenant agrees to use reasonable efforts to minimize any interference to Landlord's ability to access the Premises during school operating hours as stated in this Section.
- 16. **ASSIGNMENT AND SUBLETTING.** No assignment of this Lease or sublease of all or any part of the Premises shall be permitted without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.
- 17. **HOLDING OVER**. If, after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month-to-month only, upon all the provisions of this Lease (except as to term and Base Rent), but the *Monthly Installments of Base Rent* payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent in effect at the expiration of the Term. Such monthly Rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy for other than a default or failure to pay Rent, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
- 18. SURRENDER OF PREMISES. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear; (ii) loss by fire or other casualty; and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Project caused by such removal.
- a. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Project caused by such removal, shall be paid by Tenant. On the Expiration Date, Tenant shall surrender all keys to the Premises.
- b. Landlord may store or dispose of Tenant's Property in such manner as Landlord deems appropriate without notice to and without liability whatsoever to Tenant, or to any lienholders or lessors having an interest in same, and Tenant hereby indemnifies landlord against any and all claims, losses, damages, costs and expenses of any kind or nature arising out of Landlord's removal of and/or disposition of such. Notwithstanding the foregoing, however, Landlord will use its best efforts to provide Tenant with forty-eight (48) hours' notice prior to disposing of any such property. Disposition of any property may be public or private sale in the same manner as provided for foreclosure of a landlords liens. After paying all expenses of the sale and any rent or damages due, any balance shall be payable to Tenant.

### 19. **DESTRUCTION OR DAMAGE.**

- a. If the Premises or the portion of the Project necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements or other casualty, not caused by Tenant, its agents, servants, employees or students, Landlord shall, subject to the provisions of this Section, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 18(d).
- b. If, in Landlord's opinion, such repairs to the Premises or portion of the Project necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in *Section 19(a)*. If Landlord does not so elect to make such repairs this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in *Section 19(a)*. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Section, Landlord shall repair at its cost any injury or damage to the Project and Project standard work in the Premises. Landlord shall repair the facility to the statewide adequacy standards pursuant to the Public School Capital Outlay Act, NMSA 1978, § 22-24-1 (2000), et. seq., Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises or the Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises or the Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.

### 20. EMINENT DOMAIN.

a. If the whole of the Project or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date. If less than the whole of the Project or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business; and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such

taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, the Base Rent and Tenant's proportionate share shall be equitably adjusted according to the remaining rentable area of the Premises.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's Property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Project standard work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.
- 21. **INDEMNIFICATION**. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, its students, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Project.

Notwithstanding the above provision, to the extent, if at all, NMSA 1978, §56-7-1 is applicable to any claim brought pursuant to this Lease, this indemnification provision shall not be interpreted or applied so as to require indemnification of the indemnitee for (i) claims for bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee, its officers, employees or agents, or (ii) any other claim that would make this indemnification void, unenforceable and/or a violation of the public policy of the State of New Mexico.

After completion of the requirements of *Exhibit 2* by Landlord, the parties agree that this Lease shall no longer be deemed a "construction agreement" or contract relating to construction on or development of real property.

### 22. TENANT'S INSURANCE.

a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State of New Mexico. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement; (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance; and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents,

employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefor. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Tenant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) the Unit (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Section 13(a) hereof; and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord, and the proceeds under (ii) above shall be paid to Tenant. Landlord shall be named an additional insured under such policy(ies) and Tenant shall provide a certificate of insurance to Landlord showing such coverages.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit for bodily injury, death and property damage liability each policy naming Landlord as an additional insured. It is the intent of the parties that the Tenant be solely responsible for all claims or liabilities of any kind or nature, and without limiting the foregoing, shall have full and sole responsibility (and will indemnify and hold Landlord harmless there from, including attorneys' fees) for any and all claims or liability for injuries of any kind occurring from the use of or going to or from the playground area.
- 23. WAIVER OF SUBROGATION. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is Insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.
- 24. **SUBORDINATION AND ATTORNMENT**. Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, Tenant shall, in writing, subordinate its

rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

Tenant's obligation to subordinate its rights under this Lease or to attorn to any purchaser, transferee or lessor, as provided in this Section 24, for any mortgage filed after the date of this Lease, is contingent on and subject to Tenant receiving a written non-disturbance agreement.

- 25. **TENANT ESTOPPEL CERTIFICATES**. Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease 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; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default thereunder or, if Landlord 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. Tenant's failure to execute and deliver such statement within the time required shall, at Landlord's election, be a default under this Lease and shall also be conclusive upon Tenant that: (i) this Lease is in full force and effect and has not been modified except as represented by Landlord; (ii) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (iii) not more than one month's Rent has been paid in advance.
- 26. TRANSFER OF LANDLORD'S INTEREST. In the event of any sale or transfer by Landlord of the Premises or the Project and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Project, or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any Security Deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the Security Deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

### 27. **DEFAULT**.

- a. <u>Tenant's Default</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
  - i. If Tenant abandons or vacates the Premises; or
- ii. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or

- iii. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- iv. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- v. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- vi. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, of if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of forty-five (45) days;
- vii. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- viii. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in <u>subparagraphs iv</u> through <u>vii</u> above.
- b. <u>Remedies</u>. In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:
- i. Terminate this Lease and Tenant's right to possession of the Premises, and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- ii. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- iii. Re-enter the Premises under the provisions of Section 27(b)(ii) and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.
- c. No Surrender. If Landlord re-enters the Premises under the provisions of Sections 27(b)(ii) or 27(b)(iii) above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs

of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting. Should Landlord elect to terminate this Lease under the provisions of Sections 27(b)(i) or 27(b)(iii) above, Landlord may recover as damages from Tenant the following:

- i. <u>Past Rent</u>. The worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
- by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
- iii. Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
- iv. <u>Proximately Caused Damages</u>. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (1) retaking possession of the Premises, (2) maintaining the Premises after Tenant's default, (3) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (4) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in <u>subparagraphs i</u> and <u>ii</u> above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in <u>subparagraph iii</u> above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

d. <u>Landlord's Default</u>. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any

default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises or the Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such Judgment. If, after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

- 28. **BROKERAGE FEES**. Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation excepting NAI Maestas & Ward Commercial Real Estate Services.
- NOTICES. All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U .S. mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Project manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time, by notice to the other, designate another place for receipt of future notices.
- 30. **QUIET ENJOYMENT**. Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
- 31. OBSERVANCE OF LAW. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
- 32. **FORCE MAJEURE**. Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy of hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Section shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.
- 33. **CURING TENANT'S DEFAULTS**. If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default,

perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefor.

34. SIGN CONTROL. Tenant shall not affix, paint, erect or inscribe any sign, projections, awning, signal or advertisement of any kind to any part of the Premises or the Project, including, without limitation, the inside or outside of windows or doors, without the written consent of Landlord and the Association. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord. Tenant, at Tenant's expense, shall have the right at any time throughout the term of the lease to install its own signage on the exterior of the building. All signage shall be per City of Albuquerque codes, Hope Plaza Association approval and must have landlord's prior written approval before installation. Landlord's approval shall not be unreasonably withheld or delayed.

### 35. ENVIRONMENTAL PROVISIONS.

a. <u>Covenants and Agreements</u>. Tenant covenants and agrees from the date hereof and so long as this Lease shall remain in effect not to cause or permit the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, about, to, or from the Premises or the Project by Tenant, Tenant's agents, representatives, employees, contractors, guests, licensees or invitees, except as is necessary or required in the ordinary course of Tenant's business.

Tenant shall comply in all respects with any and all federal, state, and local governmental laws, codes, ordinances and regulations governing such removal and disposal, whether now in effect or hereafter enacted, with title to all such Hazardous Materials to remain, and be stored or disposed of, in Tenant's name.

As used herein, the term "Hazardous Materials" shall include, without limitation, any material included in the definition of hazardous or toxic waste, materials or substances under any law relating to environmental conditions and industrial hygiene, whether now in effect or hereafter enacted, including without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. '6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. '9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. '6901, et seq., the Federal Water Pollution Act, 33 U.S.C. '7401, et seq., the Toxic Substance Control Act, 15 U.S.C. '2601-2629, the Safe Drinking Water Act, 42 U.S.C. '1300f, et seq., and all similar federal, state and local environmental statutes, ordinances, and the regulations, orders, decrees now or hereafter promulgated thereunder (collectively the "Hazardous Material Law").

### b. <u>Environmental Indemnification</u>. [Intentionally omitted].

c. Remedial Work. In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal, or other remedial work (collectively the "Remedial Work") is required under any applicable federal, state, or local law or regulation, by any judicial order, or by any governmental entity, or in order to comply with any agreements affecting the Project and/or Premises because of, or in connection with, any occurrence or event described above, Tenant shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order, or agreement. All Remedial Work shall be performed by one or more contractors selected by Landlord, promulgated in accordance with the remediation plan promulgated by an environmental consulting firm

selected by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant including, without limitation, the charges of such contractor(s), the consulting engineer, the environmental consulting firm and Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Tenant shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Landlord may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith shall be Costs within the meaning of subparagraph above. All such Costs shall be due and payable upon demand by Landlord.

- d. <u>Notice of Claims</u>. Tenant shall give notice to Landlord of any claim, action, administrative proceeding (including, without limitation, informal proceedings), or other demand by any governmental agency or other third party involving Hazardous Materials, Costs and/or Remedial Work at the time such claim or other demand first becomes known to Tenant. Receipt of any such notice shall not be deemed to create any obligation on Landlord to defend or otherwise respond to any claim or demand.
- e. <u>Survival</u>. The provisions of this Section shall be in addition to any other obligations and liabilities Tenant may have to landlord at law or equity and shall expressly survive the expiration of the Term or other termination of this Lease.

### 36. MISCELLANEOUS.

- a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right, in its sole discretion, to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.
- b. <u>Addenda</u>. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.
- c. <u>Attorneys' Fees</u>. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.
- d. <u>Captions and Section Numbers</u>. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Section numbers refer to Sections in this Lease.
- e. <u>Changes Requested by Lender</u>. Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or increase any obligations of the party from whom consent to such charge or amendment is requested.

- f. <u>Choice of Law</u>. This Lease shall be construed and enforced in accordance with the laws of the State of New Mexico.
- g. <u>Consent</u>. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal with holding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.
- h. <u>Corporate Authority</u>. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.
- i. <u>Counterparts</u>. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.
- j. <u>Furnishing of Financial Statements; Tenant's Representations</u>. In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord (from time to time), upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects. Landlord will keep such information confidential.
- k. <u>Further Assurances</u>. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
- l. Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
- m. <u>Prior Agreements; Amendments</u>. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
- n. Recording. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes. Landlord understands and acknowledges that Tenant is a governmental entity and, accordingly, this Lease, in its entirety, shall be a public record subject to the provisions of the New Mexico Inspection of Public Records Act, whether the Lease is recorded or not.

- o. <u>Severability</u>. A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
- p. <u>Successors and Assigns</u>. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
  - q. <u>Time of the Essence</u>. Time is of the essence of this Lease.
- r. <u>Waiver</u>. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.
- s. <u>Representations</u>. The individual signing this Lease on behalf of Landlord warrants and represents to Tenant that:
- i. Landlord is a general partnership organized and validly existing under the laws of the State of Texas, with full authority to execute, deliver and perform the obligations of Landlord under this Lease.
- ii. The individual signing this Lease is duly authorized to execute and deliver this Lease on behalf of Landlord, and this Lease is binding on Landlord in accordance with its terms.
- 37. **SECURITY INTEREST**. Landlord shall have a landlords lien as provided under New Mexico law and Tenant hereby grants a security interest under the New Mexico Uniform Commercial Code on all of Tenants personal property located on or used in conjunction with the Premises to secure payment of all of Tenants obligations under this Lease. Tenant hereby authorizes Landlord to file UCC-1 Financing Statements to secure such security interest.
- 38. **CONDOMINIUM ASSOCIATION.** Tenant acknowledges that the Premises is a condominium unit and is subject to all of the condominium declarations and documents related to the Alameda Hope Owners Association, Inc. Tenant acknowledges that it has been provided copies of all documents related to the condominium, including the condominium declaration, the bylaws, and articles of incorporation of the Association. Tenant agrees to be bound by and comply with all provisions of the Condominium declaration, and other documents relating to the condominium or the Association. Landlord retains all voting rights in the Association.
- 39. NON-APPROPRIATION CLAUSE. The terms of this Agreement are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature for performance of this Agreement in the fiscal year which begins July 1, 2019, and in

succeeding fiscal years. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature in any fiscal year, this Agreement shall terminate upon sixty (60) days written notice from Tenant to Landlord, provided that such termination shall not nullify Tenant's obligation to pay Landlord for such sums as have been previously approved for payment. Tenant's decision as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final. Termination of this Agreement for lack of sufficient appropriations shall not constitute a default of the Tenant under the provisions of this Agreement. The parties further agree that Tenant's sole liability or obligation to pay, in the event this Agreement is terminated for lack of sufficient appropriations, is the obligation to pay Landlord for work performed prior to notice of termination unless otherwise modified in writing by the parties.

Landlord:	Moby Partnership,
	a Texas general partnership
	May 7,2019
	By/Larry Stroup
	Ly: Contracted Partnership Manager
Tenant:	Altura Preparatory School
	•
	- A A
	$\mathcal{A}$
	(\ May 27,2019
	0 /4 /-
	By: Meaghan Hindman
	Its: CO. Head Administrator

### **EXHIBIT 1**

to

### **Net Premises Lease**

### **Legal Description**

Unit 300W of the Third Condominium Plat of HOPE PLAZA CONDOMINIUMS, as established by that certain Condominium Declaration for Alameda Offices at Hope Plaza Condominiums, filed 12/13/13, recorded as Document No. 2013132416, Albuquerque, Bernalillo County, New Mexico.

### Playground Parcel

Lot 9 Block 4 North Albuquerque acres Tract 3 Unit 3 Filed 8/10/31

### **EXHIBIT 1.1**

to

**Net Premises Lease** 

### **Graphic Depiction of Playground Area**

### PLAYGROUND PROPERTY

Lot 9 Block 4 North Albuquerque acres Tract 3 Unit 3 Filed 8/10/31 Approximately 1 acre including the portion of the lot within the unrecorded easement for Alameda Blvd. NE.



### **EXHIBIT 2**

to

### **Net Premises Lease**

### **Landlord's Construction and Expense Obligations**

Year 1: Landlord shall paint the entire ground floor and professionally clean all flooring on the first floor.

Year 3: Landlord shall paint the entire upstairs floor and professionally clean all flooring on the second floor.

Landlord shall be responsible for all repairs and maintenance of all structural components, roof and foundation. All plumbing, heating and air conditioning equipment shall be in good working order upon lease commencement of the Term. Landlord shall provide a one-year warranty on these systems. In addition, Landlord shall be responsible for any Capital Repairs on HVAC, plumbing and electrical throughout the lease. Capital Repairs shall be repairs costing more than \$2,000/incident (not including Tenant's contracted preventive maintenance for HVAC services).

to

### **Net Premises Lease**

### <u>1st Year Premises</u> (Tenant will not occupy Rooms 1, 2 & 9 nor any of 2<sup>nd</sup> floor)

### Year 1 Premises | ±11,038 LSF



to

### **Net Premises Lease**

### 2nd Year Premises (Tenant will not occupy any of 2<sup>nd</sup> floor)

### Year 2 Premises | ±14,191 LSF



to

### **Net Premises Lease**

# 2nd floor)

Year 3 Premises | ±18,632 LSF (Includes First Floor)



### **Net Premises Lease**

# 4th Year and later Premises (Tenant will occupy entire building



Year 4 Premises | ±21,551 LSF (Includes First Floor)



#### EXHIBIT 2.5

to

#### **Net Premises Lease**

#### **Special Provisions**

Option to Purchase. Tenant shall have the option to purchase the Premises at any time throughout the initial term of the lease and any renewal. The purchase price shall be based on \$3,500,000.00 upon and thereafter increase three percent (3.0%) on the anniversary of the Lease Commencement Date. Tenant must give Landlord ninety (90) days written notice of its intention to exercise the Purchase Option. Upon receipt of Tenant's notice Landlord and Tenant shall enter into a purchase Agreement outlining the terms and conditions of the Purchase.

<u>Tenant Right to Terminate.</u> Tenant's current Charter with the State of New Mexico expires June 30, 2023. Tenant plans to renew the contract for another 5 year period prior to that time. In the event that the Charter for Altura Preparatory School is not renewed prior to that time, Tenant shall have the right to terminate this lease but shall give notice to Landlord not less than 6 months prior to the termination of the current State Contract.

Playground Parcel. Tenant understands that Landlord, as a part of this transaction, has acquired the Playground Parcel for the use of Tenant. However, such parcel is undeveloped and in a "raw" state. The Playground Parcel is not immediately adjacent to the parcel which will be used for classrooms. Tenant agrees that use of the Playground Parcel by its students and invitees and getting students to and from the Playground Parcel from the classrooms shall be at Tenant's sole risk. If the Playground Parcel needs to be fenced (or if there is other site work that needs to be done), Tenant shall do that at its sole cost and expense. Landlord does not represent that there are any utilities available to the Playground Parcel or the cost to obtain service. The Playground Parcel is not currently zoned for a school playground. Any future playground equipment will be considered a trade fixture and will remain the property of the Tenant,

<u>Conduct of Students.</u> Tenant acknowledges that certain units of the project are or will be occupied by commercial uses. Tenant will use its best efforts to assure that Tenant's use of the Premises and that of its students will not interfere with nor become a nuisance to the commercial users.

Parking Area. Certain portions of the project which affect the Premises are subject to an agreement entitled Access, Draining and Shared Parking Agreement with the Trustees of the Property of the Protestant Episcopal Church in New Mexico recorded in the real property records of Bernalillo County as Document No. 2008002904. Tenant agrees to abide by the terms of such agreement. Landlord shall provide Tenant with 70 parking spaces. All parking will be unreserved, common surface parking, no charge to Tenant. Landlord and Tenant shall work together to determine parent and bus drop off & pick up for students.

#### FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** ("First Amendment") is made and entered into as of this 22st day of April, 2020, by and between Moby Hope Plaza, LLC, a New Mexico limited liability company (formerly Moby Partnership) ("Landlord") and Altura Preparatory School ("Tenant").

#### RECITALS

Whereas, Landlord and Tenant entered into that certain lease ("Lease"), dated May 24, 2019, for the lease of portions of Unit 300W ("Leased Premises") in the Hope Plaza 8650 Alameda NE, Albuquerque, New Mexico (the "Building"),

Landlord and Tenant now desire to amend the Lease to provide for an amendment of the original leased space for Year 2 & 3 of the lease on the terms and conditions contained herein.

#### **AMENDMENT**

**NOW, THEREFORE,** for good and valuable consideration, including the mutual covenants and conditions contained herein, Landlord and Tenant agree to amend the Lease as follows:

- 1. The leased space for year two is as shown on the original lease plus the following area on the 2<sup>nd</sup> floor:
  - The most northeast classroom and, the "breakroom/kitchenette and the central hallway
- 2. The leased space for year three is all of the building except the most northwest and southwest classrooms on the 2<sup>nd</sup> floor.
- 3. Monthly Installment Base Rent is amended to be as follows:
  - Year two = \$18,217.27/mth
  - Year three = \$24,896.03/mth

**Signatures** 

Landlord:	Moby Hope Plaza, LLC,
	By: Larry D. Stroup, contracted LLC manager
	Date:,2020
Tenant:	By: Meaghan Hindman, Lissa Hines Co-Head Administrators

Date: Apri \ 28,2020

### SECOND AMENDMENT TO LEASE RECITALS

Whereas, Landlord and Tenant entered into that certain lease ("Lease"), dated May 24, 2019, for the lease of portions of Unit 300W ("Leased Premises") in the Hope Plaza 8650 Alameda NE, Albuquerque, New Mexico (the "Building") and a subsequent First amendment dated April 28, 2020,

Landlord and Tenant now desire to amend the Lease to provide for an amendment of the original leased space for Year 3 of the lease on the terms and conditions contained herein.

#### AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and conditions contained herein, Landlord and Tenant agree to amend the Lease as follows:

- Ι. Starting 7/1/21 the leased space for year three is for the entire build except for the classroom on the second floor located at the most southwest corner of the 2nd floor and the classroom immediately east of the most southwest classroom.
  - The excluded classrooms contain a total of 1,480 internal SF which = 2,064 Leasable Square Feet (reflecting the allocated common areas.)
  - Total building LSF = 21,551. Therefore the leased LSF for year three = 19,487 LSF
- 2. Monthly Installment Base Rent for year 3 is amended to be as follows:
  - 19,487 LSF @ \$14.85/LSF = \$24,115.16 per mth
- Common Area and Operating Charges for 2021 = \$2.09 per LSF per year 3.
  - 19,487 LSF for year three = \$3393,99 per month
- 4. Total 2021 monthly rent for 2021 = \$27,509.15 starting July 1, 2021.

Signatures

Landlord:

Moby Hope Plaza, LLC

By: My Manager Larry D. Stroup, contracted LLC manager Date: 5/7/21

Tenant:

**Altura Preparatory School** 

Date: May 10 ,2021

#### THIRD AMENDMENT TO LEASE

This **THIRD AMENDMENT TO LEASE** ("Third Amendment") is made and entered into as of this 19th day of June, 2021, by and between Moby Hope Plaza, LLC, a New Mexico limited liability company (formerly Moby Partnership) ("Landlord") and Altura Preparatory School ("Tenant").

#### RECITALS

Whereas, Landlord and Tenant entered into that certain lease ("Lease"), dated May 24, 2019, for the lease of portions of Unit 300W ("Leased Premises") in the Hope Plaza 8650 Alameda NE, Albuquerque, New Mexico (the "Building") and a subsequent First amendment dated April 28, 2020, and Second Amendment May 10,2021,

Landlord and Tenant now desire to amend the Lease to provide for an amendment of the original leased space for Year 3 of the lease on the terms and conditions contained herein.

#### **AMENDMENT**

**NOW, THEREFORE,** for good and valuable consideration, including the mutual covenants and conditions contained herein, Landlord and Tenant agree to amend the Lease as follows:

- 1. Starting 7/1/21 the leased space for year three is for the entire build except for the classroom on the second floor located at the most southwest corner of the 2<sup>nd</sup> floor and the classroom immediately east of the most southwest classroom.
  - The excluded classrooms contain a total of 1,480 internal SF which = 2,064 Leasable Square Feet (reflecting the allocated common areas.)
  - Total building LSF = 21,551. Therefore the leased LSF for year three = 19,487 LSF
- 2. Monthly Installment Base Rent for year 3 is amended to be as follows:
  - 19,487 LSF @ \$15.62/LSF = \$25,365.58 per mth
- 3. Common Area and Operating Charges for 2021 = \$2.53 per LSF per year
  - 19,487 LSF for year three = \$4,108.51 per month
- 4. Total 2021 monthly rent for 2021 = \$29,474.09 starting July 1, 2021.
- 5. Landlord agrees to make \$15,000 construction improvements to facilities.

Signatures	Landlord: Moby Hope Plaza, LLC,
	By:
	Tenant: Altura Preparatory School  Meaghan Hindman
	By: Meagan Hindman, Co-Head Administration 19 Date: June,2021

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#### Appendix E-4

Altura Preparatory School's Facilities Master Plan and Educational Specifications was approved in April 2018 through 2022. The approval letter and approved FMP are enclosed.

In February 2022, prior to the due date of the school's renewed FMP, Altura Preparatory School Head Administrators requested an extension of the FMP to be able to apply for the Public School Facilities' Authority Facilities Master Plan Grant Assistance Program. An extension was granted. The extension request and approval letters are enclosed.

As the school's initial Facilities Master Plan and Educational Specifications was approved prior to the full occupancy of a building, Altura Preparatory School has also included the current working DRAFT Facilities Master Plan and Educational Specifications document for the school in this packet.

# State of New Mexico Public School Facilities Authority

Vacant, Director



Rocky Kearney, Deputy Director

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

April 26, 2017

Ms. Meaghan Stern

Meaghan.mstern@gmail.com

Phone: 505-934-1040

Re: Altura Preparatory School 2018-2022 Facility Master Plan/ Educational Specification's Approval

Dear Ms. Stern:

PSFA has received and reviewed the Facility Master Plan/Educational Specification's (FMP/ Ed Spec's) for the Altura Preparatory School located in Albuquerque Public Schools District and are requesting to be a State Chartered Charter School. The FMP/Ed Spec's purpose is to guide you in the planning of and/or selection of a facility to ensure that it is adequate to accommodate your educational program and method of instruction. Based upon our review, PSFA is pleased to announce that the Plan meets our requirements. In accordance with House Bill 283, your next step is to submit your charter school application to the New Mexico Public Education Department (PED) and include your FMP/Ed Spec's document.

Through our review of the FMP/Ed Spec's, PSFA understands the following:

- Altura Preparatory School did request to locate school in existing Albuquerque Public Schools facilities on March 6, 2017; as of yet, there has been no response from the Albuquerque Public Schools
- Grades requested are k thru 5<sup>th</sup> grade
- The school anticipates having a total enrollment of 396 students (cap)
- Students will have parts of their day allocated to different rooms and teachers, every classroom per grade will have one teacher to 22 students, so pupil/ teacher ratio (PTR) is 22:1
- 18 general classrooms required to support 396 students
- The proposed school is to have one space each of the following; art space, technology classroom, physical education / multi-purpose space, library/bookroom, dining space, kitchen, parent space, health space, faculty space/lounge

- 3 Kindergarten classrooms @ 1,100 gross square feet (gsf) for 22 students [school would like to request a variance from the Public Education Department (PED) to have more than 20 kindergarten students in each class]
- All general classrooms 704 gsf each
- 13,860 gsf of general classroom space needed to meet educational program
- 22,420 gsf of general classroom, specialty classroom, and other spaces to meet educational program
- You have reviewed our adequacy standards, planning guide and HB 283

If you are a successful applicant, please remember to work closely with PSFA's Planning and Design team as you review potential facilities. You can reach us at (505) 468-0282.

Sincerely,

William W. Sprick, Facility Master Planner

cc: Jeremy Jerge, Regional Manager
Martica Casias, Planning and Design Manager



# ALTURA PREPARATORY SCHOOL 5-Year Facilities Master Plan/Educational Specifications 2018-2022

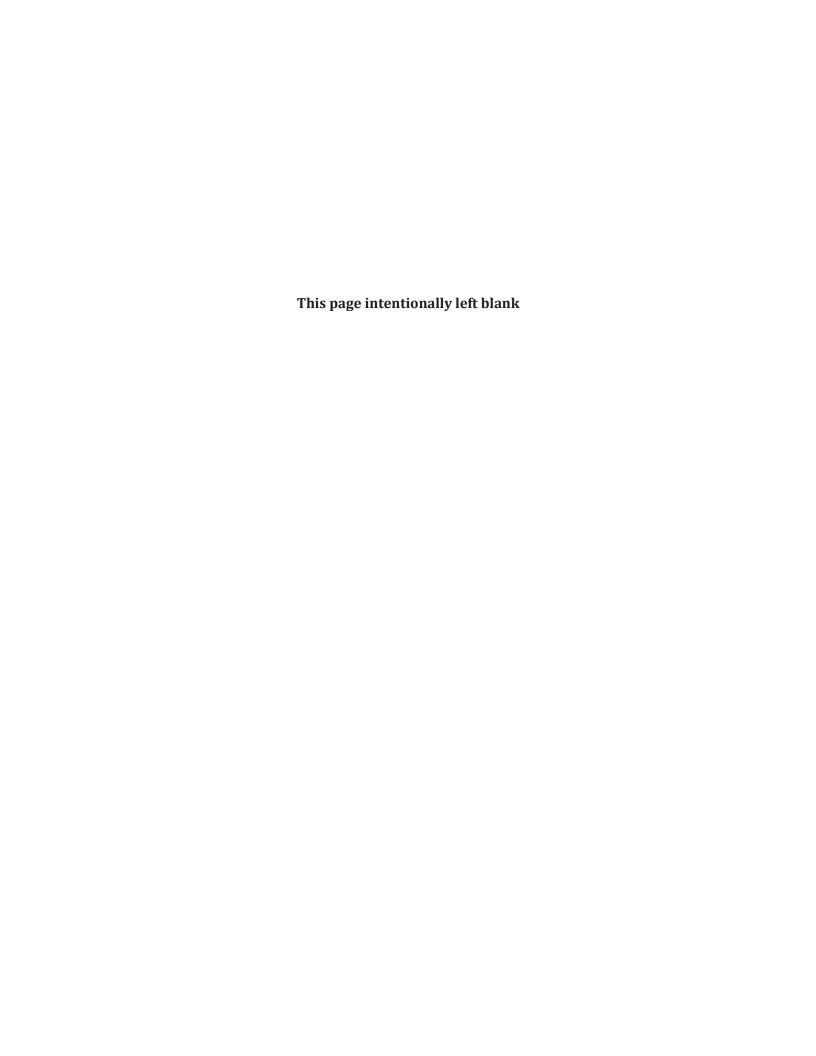
Submitted: April 21, 2017

#### Mission:

Altura Preparatory School will prepare students from all backgrounds with the **academic skills** and **personal character** to become agents for change, ready to reach high levels of success in middle school, high school, and post-secondary pursuits.

Submitted on behalf of Altura Preparatory School by

Meaghan Stern April 21, 2017



#### **EXECUTIVE SUMMARY**

Altura Preparatory School is a proposed K-5 elementary school to be located in Southeast Albuquerque. This Facilities Master Plan and Educational Specifications Document contains the specifications of space and facilities needed to implement the school's proposed instructional program.

**Year of Charter Application: 2017** 

Proposed Opening Year of Charter School: 2018-19 School Year

**Proposed Charter School Cap:** 396 students in grades K-5

Statewide Adequacy Standards: We have reviewed the Statewide Adequacy Standards NMAC

6.27.30

Requests to Locate in Existing Public Facilities: We have sought to research and locate existing public school facilities through outreach to Albuquerque Public Schools, the City of Albuquerque, and the Facilities Management Division in the General Services Department that serves the state of New Mexico. We attempted to contact Albuquerque Public Schools, the Facilities Management Division at the state of New Mexico General Services Division, and the City of Albuquerque Municipal Development Office. We received a response from the General Services Division which recommended contacting Albuquerque Public Schools. To date, we have not received a response from Albuquerque Public Schools. See Attachment A for copies of the outreach attempts. These efforts at communication with individuals with information regarding public school or city or state facilities did not yield any viable options of public facilities in which to locate Altura Preparatory School. Accordingly, we have begun to seek options for privately owned facilities that may be negotiated into lease-purchase agreements to comply with HB-283.

**Update:** On January 5, 2018, Karen Alarid of Albuquerque Public Schools responded to an email request regarding any available APS facilities with a note that stated that APS "does not have any publicly available facilities at this time."

This plan was submitted on behalf of Altura Preparatory School by Meaghan Stern on April 21, 2017.

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#### 1. GOALS / MISSION

#### 1.1 Goals

#### **Student Performance Goals:**

- 80% of students achieve at or above grade level proficiency in Math and ELA on the statewide PARCC assessment in grades 3-5.
- 90% of students who have attended Altura Prep for three or more years will achieve at or above grade level proficiency on the statewide PARCC assessment in grades 3-5.
- 95% or higher average attendance for the whole school, and individual average attendance of 95% or higher

#### **Goals for Facilities**

- Provide a safe, welcoming, and bright environment which encourages learning and joy
- Provide adequate space during facility transitions to allow for enrollment growth
- Provide appropriate classroom spaces to accommodate a blended technology station rotation model in Math and ELA and a project-based approach in STEAM and Social Studies.
- Create shared instructor office spaces to facilitate collaboration among teaching staff
- Provide adequate space for school-wide and mixed grade level assemblies for weekly Town Hall

#### 1.1.1 Mission

Altura Preparatory School will prepare students from all backgrounds with the **academic skills** and **personal character** to become agents for change, ready to reach high levels of success in middle school, high school, and post-secondary pursuits.

#### Desired future state of educational programs

At the end of the first five years of operation, Altura Prep will serve 396 students in kindergarten through fifth grade. At full capacity, we will enroll three classes of 22 students at each grade level. Students will rotate to different teachers for each core content class- Math, ELA, STEAM, and Social Studies. Each Friday, all students will participate in "Genius Hour"- a block in which students plan, and execute projects of their own design. After "Genius Hour", students will attend a school-wide Town Hall, which celebrates and recognizes students who have demonstrated academic growth and our school's core values- Responsibility, Empathy, Agency, Curiosity, and Humor/Hard Work. Our ideal school environment includes space for both of these activities, in particular, a multi-purpose room that can support the attendance of all students at the Town Hall.

In addition to the core school-day activities, we will have a robust after-school program that engages students and families in ongoing extracurricular activities such as dance, running club, coding club, and other community determined programs.

#### 1.1.2 General Educational Philosophy

#### **Educational Philosophy:**

Altura Prep approaches our program from a student-oriented perspective. We create a graduate profile of our students, and build our educational program to support students to master the academic and nonacademic competencies they need to be successful after leaving the school. Students who graduate from Altura Prep:

- love learning
- are curious and ask questions
- are collaborative
- clearly articulate their points of view
- create informed opinions using research and evidence
- connect real-world experiences to what they learn through academic pursuits
- are empathetic
- work hard and persevere through challenges
- are academically prepared to succeed in a middle school, high school, and college or postsecondary pursuit of their choice.

We believe that students achieve these ends through an intentional and rigorous educational program. We are confident that an elevated level of learning occurs when:

- the school environment is welcoming, bright, organized, purposeful, and student-centered
- there are high expectations, and students know what is expected of them through all parts of the day
- students are exposed to diverse learning experiences and people
- students have choice over parts of their learning experiences
- students have strong, positive, and supportive relationships with multiple adults
- teachers plan engaging and rigorous lessons that challenge multiple modalities and learning styles
- teachers use data (observation, formative assessment, and summative assessment) to determine student needs and adjust instruction accordingly using a variety of tools including small groups and technology to personalize learning
- instruction integrates technology, collaboration, and content

Integrating personalized instruction with project-based, experiential instruction in a college focused setting puts all students on a path to success in middle school, high-school and postsecondary opportunities. To this end, Altura Prep focuses on a STEAM-enriched, 1:1 learning environment that integrates 21st century skills across all content areas. Our philosophy is that if we intelligently leverage teacher expertise in content areas, structure each instructional block to provide individualized instruction based on individual student strengths and needs, and integrate strategies to engage and motivate all learners, all of our students have the capacity to be successful, motivated participants in their own education.

Thus, we designed our educational program to ensure that the above components are key parts of our model, and that our instructional methods are implemented in alignment with these key components to reach the outcomes of our mission. (See Educational Program Section, 2.1)

#### 1.1.3 Serving the Community

#### Future state of school- community involvement

We recognize the importance of the community support for and involvement in any school, and specifically in a charter school. At the end of the first five years of operation, we plan to have community members involved in our board, strategic direction-setting process, and in offering feedback on our school vision and execution.

We also believe that family involvement in the day-to-day activities at school is important. We will have regular Open Houses, Literacy Nights, and Student Work Showcase Exhibitions. After 5 years in the community, we desire to be the central space in which our families gather to learn about and celebrate students' academic progress and find other opportunities for education in the future. To do this well, we know we need a facility that is bright, welcoming, well lit, and provides the necessary space to support community members and functions with many attendees.

#### 1.1.4 Adequacy Standards

We have consulted the Adequacy Standards and used these as a guide to calculate the below requirements for space throughout Altura Prep's first five years. We have used these square footage calculations to inform our design, search, and planning process. The specific room space calculations below are based on minimum square footage requirement articulated in the adequacy standards. See Section 2.2.4 that details the classroom and space needs required for our instructional program.

#### 1.2 Process

#### 1.2.1 Data Gathering and Analysis

The Altura Preparatory School Facilities Master Plan and Educational Specifications Document is a result of a process of data gathering, needs analysis, and input from various sources including organizations that implement blended learning plans and community based experts.

#### **Planning Team:**

The planning team consisted of, in coordination with other members of the steering committee described in Section 1.2.2, Meaghan Stern, Lissa Hines, and Christine Sargent.

The Planning Team coordinator, and the point of contact for this Facilities Master Plan and Educational Specifications submission is Meaghan Stern. (Email: <a href="mailto:meaghan.m.stern@gmail.com">meaghan.m.stern@gmail.com</a> and phone number: 505-934-1040)

Our facility planning is based on data and information gathered through community meetings, research on best practices of facility development for schools using blended learning, and interviews with key stakeholders and facility personnel in the city of Albuquerque. In order to find

and update a viable facility, we will follow a clear process of assessing need, surveying options and opportunities, gathering information, planning, executing, and reviewing progress.

#### **Assessing Need:**

Based on our program needs (number of students, grade levels, class configuration, instructional program, and STEAM curriculum), desired location, and projected enrollment, we will identify potential buildings that may prove viable to support our school.

#### **Community Input:**

Community input sessions regarding facilities planning took place as a part of our school's outreach and recruitment strategy. Members of the Planning Committee attended and held meetings regarding the neighborhood and school facility roles within the building.

In March of 2017, the International District Healthy Community Coalition gave feedback regarding the exterior of the building and the importance of having spaces for children to play.

Attendees: IDHCC representatives Enrique Cardiel and Bridget Llanes, Community Members: Judith N, Reyna A, Silvina H, Eloisa R., Altura Prep Planning Committee Members Lissa Hines and Meaghan Stern

In April of 2017, the Youth Development Incorporated Director reinforced this importance, reflected in the conceptual relationship between spaces Section 3.1.2 as well as in our articulation of Classroom and Space Needs in Section 2.2.4.

Attendees: YDI Director Lisa Lackmann, Planning Committee Members Lissa Hines and Meaghan Stern

In April of 2017, a group of parents that attended a focus group session expressed the importance of a large multi-purpose space that can hold community meetings and family events that bring the community together. Safety and security of the outdoor spaces, while allowing for play, was also an important concept for families. They asked for a bright, welcoming building that was clean, and had enough space for their students to be able to learn without distraction. This group of five parents and one adult child asked that their names not be taken, but that they be contacted through Saranam LLC caseworker Jennifer Mullen, who also attended the meeting. Meaghan Stern was the facilitator.

These focus groups and input sessions are considered as part of our school program and facilities planning process. The notes from these meetings are taken by the Planning Committee Coordinator and then translated into the facility master plan as well as the informal requirements list that the team uses to visit possible buildings. The Planning Committee reports on facilities visits and feedback to the full steering committee.

#### **Surveying Options and Opportunities:**

We have identified several individuals, non-profit executives, commercial real estate brokers and community members that will assist with identifying potential buildings for our school. We will review the exterior and building listing information to determine if the building has the potential to support our needs. After this preliminary review, we will contact the necessary party to visit the building. Then, we will schedule a visit from the Public School Facilities Authority (PSFA) to assess

the wNMCI of the facility and a contractor and architect to review the work necessary to meet eoccupancy standards. Based on the results of these visits, we will either continue with our search process, or proceed with analyzing the necessary upgrades and steps to prepare the building to open with students in August of 2018.

**Gathering information to prepare for renovations:** Based on best practices for readying facilities for school occupancy, we will work with architects and contractors to create plans for renovations and construction.

**Planning:** With selected contractors and architects as well as representatives from the Altura Prep Governing Council, we will plan the necessary and desired updates to the building. Based on our desired date of occupancy (June 2018), we will plan to have all renovations complete in advance.

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

The initial process for capital planning and decision-making takes place at the level of the Board of Trustees, informed by the work of the Facilities Planning Committee. This committee consists of two members of the Board of Trustees and two of the school leaders or proposed school leaders, along with a commercial realtor who has agreed to assist the school with finding facilities that meet the specifications of the program. In pre-approval phase of the school, the committee consists of the proposed school leaders and a board member. In the initial start-up phase (Year 0), the Facilities Planning Committee consists of 2 Board Members in addition to the proposed founding school leaders. During and after the first year of operation, the Facilities Committee consists of two board members with the School Director of Operations.

The process begins with a review of the school needs, conducted by the Facilities Planning Committee and the Realtor. The team finds and visits potential facilities, and prepares a report for the full Steering Committee (Board of Trustees).

The facilities are compared across a variety of metrics including, but not limited to:

Space, Potential to Accommodate Growth, Need for Renovation/Adjustments needed to meet eOccupancy standards, Location and Proximity to proposed location, and transportation availability.

Once a potential space (or potential spaces) are selected as meeting the necessary criteria the following process ensues:

- 1. Planning committee contacts developer and architects
- 2. Planning committee and Realtor work to negotiate lease-purchase agreement with necessary renovations to prepare school for occupancy
- 3. Planning committee prepares financial report to the Steering Committee
- 4. Steering Committee reviews lease purchase agreement, and contracts legal support to review agreement and contracts
- 5. Steering Committee and Board Chair (not the Planning Committee Point Person) confirm decision regarding facility and lease-purchase agreement

Capital planning is a process that is governed by the Board's Financial Committee, which includes at least two members of the Board of Trustees. This Committee works closely with the Planning Committee and school directors to propose plans related to acquiring capital outlay funding in order to support school facilities in the future.

**Execution:** Using the plans and contracted services, renovations and updates will take place between April 2018 and July 2018.

**Reviewing Progress:** Throughout the selection, planning, and renovation process, we will review our facility goals and requirements and continuously review to ensure that we are on target to open with the best facility possible for students on the first day of school.

The Steering Committee is listed below, with the first three members being the Facilities Planning Committee during the year prior to operation of the school.

Committee Member	Role	Qualifications
Lissa Hines	Proposed founder	Fmr. Principal NM Administrative Credential
Meaghan Stern	Proposed founder	M.A. Education, Stanford University Fmr. Assistant Principal NM Administrative Credential
Christine Sargent	Founding Board Member	V.P of Program Operations, New Classrooms New Classrooms is an organization that supports schools with blended learning implementation, including curriculum and space design.
Bob Wilson	Founding Board Member	Albuquerque public artist M.D, Family Practice and Sports Medicine
Patrick Barnes	Founding Board Member	Sr. R&D Mechanical Engineer at Sandia Labs Technology, Innovation
Jackie Cusimano	Founding Board Member	Teacher (Albuquerque Public Schools)
Chamiza Pacheco de Alas	Founding Board Member	Executive Project Director, University of New Mexico Health Sciences Center J.D., Yale Law School
Casey Deraad	Founding Board Member	Chief, Technology Outreach, Kirtland Air Force Base MSEE, Electrical Engineering

#### 1.2.2 Authority and Facilities Decision Making

#### Process for capital planning and decision-making

The Governing Council of the school is responsible for making or delegating all major operational decisions including fiscal management, compliance with New Mexico Charter School Law, and oversight of recruitment, selection, discipline, evaluation, and promotion of key school leaders. Specifically, the Governing Council is responsible for capital planning and decision-making, with input from school leaders and other key staff (once these individuals are in place in the school organization) as well as community members. Per Governing Council Bylaws, the group meets regularly in scheduled, public meetings, and may call special or emergency meetings if necessary. The Governing Council includes a Treasurer, an individual responsible for tracking and reporting the school's financial situation. The entire Governing Council will meet Public Education Department requirements for board training with an emphasis on fiscal management. The Governing Council will work with the school business manager to ensure fiscal responsibility and sustainability.

The Facilities Committee, a subgroup of the Governing Council, takes responsibilities for facilities planning, communication regarding maintenance, and other facilities or building and space related issues.

#### **Community Input Consideration**

We prioritize creating opportunities to solicit community input and feedback, and our facilities planning process will include focus groups and interviews with community leaders. Questions include:

- 1. What type of school building do you envision for your child?
- 2. Picture your ideal school, what does it look like? Sound like?
- 3. What are your hopes for a classroom your child uses? What do you hope s/he has access to?

#### Steering Committee

Altura Preparatory School's Steering Committee is composed of the following individuals

Committee Member	Role	Qualifications
Lissa Hines	Proposed founder	Fmr. Principal NM Administrative Credential
Meaghan Stern	Proposed founder	M.A. Education, Stanford University Fmr. Assistant Principal NM Administrative Credential
Christine Sargent	Founding Board Member	V.P of Program Operations, New Classrooms New Classrooms is an organization that supports schools with blended learning implementation, including curriculum and space design.

Bob Wilson	Founding Board Member	Albuquerque public artist M.D, Family Practice and Sports Medicine
Patrick Barnes	Founding Board Member	Sr. R&D Mechanical Engineer at Sandia Labs Technology, Innovation
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Chamiza Pacheco de Alas	Founding Board Member	Executive Project Director, University of New Mexico Health Sciences Center J.D., Yale Law School
Casey Deraad	Founding Board Member	Chief, Technology Outreach, Kirtland Air Force Base MSEE, Electrical Engineering

#### Staff Input

During the initial planning and school facilities requisition phase, we have not hired staff members. However, once staff members are hired, the Facilities Committee of the Governing Council will gather input regarding the school facilities and spaces as a part of an ongoing strategic planning process. This input will be integrated with other community input to inform facility planning.

#### Student Input

Initial facilities planning included adult stakeholder, community leader, and school steering committee input. However, once students are enrolled, the Facilities Committee of the Governing Council will partner with school leaders to gather student input regarding the school facilities and spaces as part of an ongoing strategic planning process. Altura Prep seeks to prepare students to be agents of their own education, and as such, believe that it is important to provide students various opportunities to give input and participate in their education process. Once school is in session, student surveys will include components related to the building, school environment, and other facilities-related systems.

#### 2. EXISTING AND PROJECTED CONDITIONS

#### 2.1 Programs and Delivery Methods

#### 2.1.1 Programs Overview

Altura Preparatory School will be a 1:1 technology school, providing each student with use of a Chromebook for daily station-rotation based blended learning and project-based personalized instruction. Students will participate in a combination of whole-group, small-group, and individual

learning activities. A portion of instruction will be teacher-led, requiring use of whiteboards and posted charts. A more substantial portion of instruction will take place in small groups of students, either led by a teacher or executed by small groups of students independently.

Students will have parts of their day (8am to 4pm) allocated to different rooms and teachers. For example, a student begins his/her day in homeroom classroom for morning meeting. Then, the student transitions to the English Language Arts (ELA) classroom for literacy instruction, which includes a whole group mini-lesson, small group rotations for guided reading and independent work, and guided writing that takes place in small groups or independently, with the teacher as the facilitator. After ELA, the class travels to Math for a similarly structured block of time. The ELA teacher will then teach a similar lesson to another group of students that have rotated into the classroom. Math likewise includes a combination of whole group, small group, and individual learning activities. Students then have STEAM/Social Studies class in a different room. STEAM/Social Studies is a project-based class in which students work to answer a driving question, create a work product, and present to their peers. The day also includes a Specials class, Art, Dance, or PE. While students are at Specials, the three core content teachers collaborate to plan instruction, review data, and work on interdisciplinary projects that integrate all the content areas. The day also includes lunch and recess, ½ hour for each during each day.

On Fridays, the whole school participates in a block of time called "Genius Hour", in which students plan and execute projects that they design. This time is also available for guest speakers, interviews, and other community or service oriented activities. After "Genius Hour", students attend a whole school "Town Hall". Town Hall is a weekly celebration of learning and progress- teachers present Scholar of the Week awards, classes showcase what they've learned, and the school celebrates one of the REACH Core Values (Responsibility, Empathy, Agency, Curiosity, Humor/Hard Work).

#### **Grade Level Configuration**

School Year	Grade Levels	# Classes (Grade)	#Students/Cla ss	#Students (Grade)	Total # Students
2018-19	K-2	2 (K), 2(1), 1(2)	22	44 (K), 44(1), 22(2)	154
2019-20	K-3	3(K), 3(1), 3(2), 1(3)	22	66(K-2), 22(3)	220
2020-21	K-4	3(K), 3(1), 3(2), 3(3), 1(4)	22	66(K-3), 22(4)	286
2021-2022	K-5	3(K), 3(1), 3(2), 3(3), 3(4), 1(5)	22	66(K-4), 22(5)	352
2022-23	K-5	3(K-5)	22	66 (K-5)	398

There will be three classes of 22 students in each grade per year. Each grade level will have an English Language Arts teacher, a Math teacher, and a STEAM/Social Studies teacher. Students will rotate through three separate classrooms, beginning and ending the day in their "homeroom" class. \*Updated May 7, 2018

#### Shared/joint use facilities with other public or private entities

We plan to contract and work with an After School program provider to support our students and families by providing after school hour extracurricular activities and supervision after school dismisses each day.

This program will generally use our facilities to conduct their programming.

#### Instructional Program

#### **Personalized Instruction**

- Students benefit from a 1:1 technology-to-student ratio and a "station rotation" model allowing for regular small group instruction and collaborative learning experiences that are designed based on students' needs.
- Students will work with their teachers to set weekly and monthly learning goals and to map out strategies to reach these goals.

#### **Experiential Learning and Service Learning**

- Project-based learning integrates skills and knowledge from across the curriculum, including socio-emotional core competencies (e.g. self-management, self and social awareness, relationship skills, decision-making).
- Students design their own projects and have class time called "Genius Hour", created to foster students' sense of agency as they merge skills from multiple disciplines to pursue a self- selected passion.

# Science, Technology, Engineering, Art, and Math (STEAM) as a Core Component of the Curriculum in Each Grade

- Our curriculum will focus on integrating the skills and knowledge students need to be successful academically.
- Students have daily opportunities to practice multi-dimensional problem solving with real world applications.
- Solving problems is an interdisciplinary and multidimensional endeavor that involves active-learning, teamwork, collaboration, and student empowerment.

#### **Character Education**

• Teachers create learning experiences that help all students develop a growth mindset, grit, integrity, empathy, self-regulation, and executive functioning skills so that they can directly apply these competencies to persevere inside and outside of the classroom.

• We integrate and celebrate the REACH Core values (Responsibility, Empathy, Agency, Curiosity, and Humor/Hard Work) throughout the school day and year.

#### **Core Instructional Methods and Strategies:**

In Math and English Language Arts, we integrate whole group and small group instruction and personalized learning stations. In STEAM (Science, Technology, Engineering, Art, and Math) and Social Studies, we integrate project-based learning with instruction designed to build background. REACH core values are integrated throughout the school day, with time set aside for Morning Meeting and Close Out each day, to explicitly teach and practice the values themselves.

#### General Instructional Organization

Each student has a "homeroom" class, in which s/he begins and ends the day. Between those short blocks (Morning Meeting and Close Out), students travel with their class to ELA, Math, and STEAM/Social Studies. Grade level teachers share each grade group of students, and have daily shared "Specials" time. "Specials" for students is a time to engage in Dance, Art, Coding, and other elective type classes. Teachers have planning and data-review meetings to align and plan instruction to meet student needs across the grade level.

# **Schedule**See below for a sample schedule for grades K-2.

8:00-8:15	Morning Meeting
8:15-10:00	Math
10:00-11:00	Special
11:00-11:30	Lunch
11:30-1:15	STEAM/Social Studies
1:15-1:45	Recess
1:45-2:00	REACH
2:00-3:45	English Language Arts
3:45-4:00	Close Out

All students at Altura Prep attend school from 8:00am to 4:00pm. Students will be able to arrive as early as 7:30, and receive breakfast, or go to their classroom and work on Morning Work. For each instructional block, students rotate to the content classroom to receive instruction from a the content specific teacher. Wednesdays follow an early-release minimum day schedule, and students are dismissed at 1pm so that teachers participate in Professional Development sessions and collaboration.

All students have 30 minutes for lunch daily and 30 minutes for recess on Monday, Tuesday, Thursday, and Friday.

#### Anticipated special curricular and extracurricular activities

Altura Prep is a 1:1 school, and each student will have access to a Chromebook throughout the day. Math and ELA classes will incorporate a station rotation, in which students work in small groups and independently on individualized learning plans. Classroom spaces will need to accommodate student tables (K-2) and desks (3-5) and sufficient walking space around the furniture. STEAM and Social Studies classes are project-based, and classrooms will need to be sufficiently large to accommodate this instructional method. Each Friday, the whole school will gather to celebrate academic progress and our core values. A multi-purpose space (for example, cafeteria or multi-purpose room) will ideally accommodate this activity. As the student population grows, if this room reaches capacity, we plan to revise our schedule to accommodate two separate Town Hall meetings: one for grades K-2 and one for grades 3-5 so as avoid an overcrowded space.

#### 2.1.2 Anticipated Changes in Programs

#### Projected changes in programs impacting facilities

Over the course of the next five years of school operation, we do not anticipate any changes in programs that will impact the use of or need for our facilities beyond the slow growth of enrollment size as we add classes of kindergarten each year and our students matriculate to the next grade level. Our class sizes will remain consistent each year, and we will add students to each grade level to account for inevitable attrition.

Each year until the 2022-23 school year, we will add a grade level of 66 students (3 classes of 22) to the school as kindergarten students. Thus, each year until that point, our facility will need to accommodate three additional classroom spaces for ELA, Math, and STEAM/Social Studies.

Class sizes at Altura Prep will remain consistent. Each grade level will include 3 classes of 22 students each, which rotate among three content specific teachers for instruction in Math, ELA, and STEAM/Social Studies.

Grade level configuration, schedule, and class size will remain unchanged throughout the growth process over the school's first five years of operation. As the school enrolls a new grade of kindergarten students each year, the total number of students enrolled will increase by 66. The below chart details enrollment for each grade level and number of students per each grade level for the first five years of operation.

A	Altura Prep Enrollment Projections in Years 1 - 5				
	18-19	19-20	20-21	21-22	22-23
K	44	66	66	66	66
1 <sup>st</sup>	44	66	66	66	66
2 <sup>nd</sup>	22	66	66	66	66
3 <sup>rd</sup>		22	66	66	66
4 <sup>th</sup>			22	66	66
5 <sup>th</sup>				22	66
	110	220	286	354	396

Above: table description of projected enrollment

#### Opportunities for continuing or increasing shared/joint use in the future

Opportunities for increasing shared/joint use of Altura Prep facilities include:

- Additional after-school tutoring and extra-curricular program opportunities beyond those initially contracted to provide after-school supervision and activities.
- Parent and family education classes in evenings or on weekends
- Community gathering spaces for community meetings or events

#### 2.2 Enrollment

#### 2.2.1 Historic and Current Enrollment

#### Graph of historic and current enrollment by grade level (40 day counts)

Altura Preparatory School is proposed to open in August of 2018 with 198 students. As of April 21, 2017, we do not have a current enrollment. Our projected enrollment follows in the next section, 2.2.2 Projected Enrollment.

#### Current year enrollment and five-year historical enrollment; if available

Altura Preparatory School is proposed to open in August of 2018 with 198 students. As of April 21, 2017, we do not have a current enrollment. Our projected enrollment follows in the next section,

#### 2.2.2 Projected Enrollment.

Altura Prep Enrollment Projections in Years 1 - 5					
	18-19	19-20	20-21	21-22	22-23
K	44	66	66	66	66
1 <sup>st</sup>	44	66	66	66	66
2 <sup>nd</sup>	22	66	66	66	66
3rd		22	66	66	66
4th			22	66	66
5 <sup>th</sup>				22	66
	110	220	330	398	396

#### Enrollment cap

Altura Preparatory School's charter enrollment is capped at 396 students in grades K-5.

#### Five-year post occupancy projection of attendance

Altura Preparatory School plans to open with 198 students in the first year, and increase by 66 students each year until full capacity at 396 students in the 2021-22 school year. Every year after that, the school will serve 396 students. For the first five years of the school, our projected occupancy is as follows:

Altura Prep Enrollment Projections in Years 1 - 5					
	18-19	19-20	20-21	21-22	22-23
K	44	66	66	66	66
1 <sup>st</sup>	44	66	66	66	66
2 <sup>nd</sup>	22	66	66	66	66
3rd		22	66	66	66
4 <sup>th</sup>			22	66	66
5 <sup>th</sup>				22	66
	110	220	286	354	396

#### 2.2.3 Student Origination

#### Map identifying attendance areas of proposed charter school

We plan to serve students living in the International District neighborhoods. The two potential facilities we've selected (see Section 2.3.1) would concentrate our attendance areas on the highlighted neighborhoods below: between Lomas Blvd and Gibson Blvd to the North and South, and Louisiana Blvd and Girard Blvd to the East and West. We also acknowledge that students of parents working at the Sandia National Labs and Kirtland Air Force base may also select our school as a result of its' proximity to those installations. Our identified facility is on San Mateo, one block south of Central. The below area illustrates the geographic region which we intend to serve



# 2.2.4 Classroom Loading Policy

Our instructional model includes departmentalized instruction in all grade levels. Thus, each teacher will work with a whole grade level (66 students) in groups of 22 across 3 instructional blocks per day.

For grades 1-5, this class loading structure is below the required maximum of 22 students per class.

Year	Grades	Total Students
2018-19	K-2	110
2019-20	K-3	220
2020-21	K-4	286
2021-22	K-5	354
2022-23	K-5	396

Class Loading Per Grade (Full Enrollment)

Grade	Total Number of Students	Number of Classes	Number of Students per Class	Total Number of Teachers (Core)	Number of Teachers per Class	Teacher: Student Ratio (Core Classes)
K	66	3	22	3	1	1:22
1	66	3	22	3	1	1:22
2	66	3	22	3	1	1:22
3	66	3	22	3	1	1:22
4	66	3	22	3	1	1:22
5	66	3	22	3	1	1:22

The Altura Prep departmentalized teaching model is similar to the departmentalized staffing model used in middle and high school. With the departmentalized structure, the number of students that each Altura Prep teacher serves daily is below the required daily maximum in middle and high school grades. At the lowest requirement, statute requires that teachers serve no more than 135 students per day with less than 27 students per class. Based on each of the statute requirements for class loading, we believe it is reasonable that an elementary school teacher serve classes of no more than 22 students at a given time, and at a maximum of 66 students per day in one content area.

Notes on Waivers: Our charter application will include an application for a class load waiver so that each kindergarten class can contain 22 students without the use of a classroom aide. Our application will also contain a waiver for the daily teaching load and average class load for teachers in kindergarten through fifth grade so that each teacher can directly teach all 66 students in the grade level, though no more than 22 at a given time.

Altura Preparatory School has based our need for classroom space on the Statewide Adequacy Standards NMAC 6.27.30. Our specifications for each school space are based on the adequacy standards for each year per number of students as our enrollment is phased in. Please see the note below about how decision-making around space requirements will be guided based on the sizes that are noted in the table below. Measurements are in square feet.

Altura Preparatory School Facilities Planning		K-2 (2018- 19)		`	(2021-	K-5 (2022- 23)	Sq ft per space
<u>Requirement</u>	SqFt/S	Year 1	Year 2	Year 3	Year 4	Year 5	
# Total Students		110	220	286	354	396	

# Kindergarten							
Students		44	66	66	66	66	
# 1 - 5 Students		66	154	220	288	330	
Playground/play area		Outside	Outside	Outside	Outside	Outside	
Classroom Space- K		3300	3300	3300	3300	3300	1100/
(50sqft/S)	<i>50</i>	3 rooms	3 rooms	3 rooms	3 rooms	3 rooms	class
							704/
Classroom Space- 1-5		4224	6336	8448	10560	10560	class
(32sqft/S)	32	6 rooms	9 rooms	12 rooms	15 rooms	15 rooms	
Technology Space							Technology
(3sqft/S or 700sqft)		700	700	700	700	700	space for STEAM
Multi numaca (DE		700	700	700	700	700	
Multi-purpose (PE, Cafeteria, food service)		1000	1000	1000	1000	1000	NA
Library/book room							*See
(3sqft/S or 1000sqft)	2	594	1000	1000	1000	1000	below
	3		1000	1000	1000	1000	
Kitchen		Per speci		ependent on (Warming k	-		
Storage (1sqft/S) (not							*See
incl. in other space)	1	198	264	330	396	396	below
Janitorial space							*See
(1sqft/S, plus sink)	1	198	264	330	396	396	below
Parent space (.5sqft/S	0.5	150	150	150	150	150	*See
or 150sqft)	0.5	150	150	150	150	150	below
Health space (.5 sqft/S or 150sqft	0.5	150	150	150	150	150	*See below
Faculty space/lounge	010	150	150	150	150	150	NA
(1sqft/S or 150sqft)	1	150	150	150	150	150	IVA
Admin space (1.5sqft/S		300	300	450	600	600	150/
or 150sqft)	1.5	2 offices	2 offices	3 offices	4 offices	4 offices	office
Total Sq Ft		12311	15182	18083	21020	21020	

<sup>\*</sup> The spaces above that are noted as increasing square footage each year may begin larger than the year 1 square footage calculation. This calculation for size of non-classroom spaces serves as a minimum requirement for each space in the first year. We intend to locate in a building that will

support our program for at least the first three years of operations, thus, we will consult the adequacy standards for the amount of space needed up to the year of largest enrollment/occupancy intended for the facility. (For example, if we find a facility that will accommodate our program up to Year 3 (kindergarten through 4<sup>th</sup> grade) we will use the Year 3 specifications for space required with that number of square feet per student.)

Adequacy standards that are not included above are:

		K-2	K-3	K-4	K-5	K-5		
		(2018-	(2019-	(2020-	(2021-	(2022-		
		19)	20)	21)	22)	23)		
	Multiplier:	Altura Yr						
	SqFt/S	1	2	3	4	5		
# Total Students		198	264	330	396	396		
# Kindergarten								
Students		66	66	66	66	66		
# 1 - 5 Students		132	198	264	330	330		
Parking	1.5/FTE	24	29	33	42	42		
Building Systems	Plumbing, fire alarm, emergency system, sprinklers, roof, heating and cooling, two way internal communication system, technology infrastructure (internet and connectivity), and school security system all must be present and operable with normal maintenance.							
Building Conditions	A safe, structurally sound building with weathertight exterior. A safe, structurally sound interior capable of holding finishes and free of exposed lead paint and asbestos. The building must be capable of continued use with normal maintenance and repair.							

Parking- the number of parking spaces is based on FTE assumptions for the number of teachers, aides, administrators and support staff. The number listed is the minimum number of spaces necessary per year. For the facilities we locate in, we will reserve the number of needed spaces at the highest enrollment that will be served in the facility.

State Statute for Staffing; Class Load; and Teacher Load (NMSA 22-10A-20)

#### 2.2.5 Classroom Needs

Identify existing/future classroom needs to accommodate the projected enrollment

Year	Grades		Students/ Classroom	Classrooms / Grade	Number of Classrooms	
------	--------	--	------------------------	-----------------------	-------------------------	--

2018- 19	K-2	110	22	3	9	Multipurpose
2019- 20	K-3	220	22	3	10	Multipurpose
2020- 21	K-4	286	22	3	15	Multipurpose
2021- 22	K-5	354	22	3	18	Multipurpose
2022- 23	K-5	396	22	3	18	Multipurpose

# 2.3 Site and Facilities

2.3.1 Location955 San Pedro Dr SEAlbuquerque, NM 87108

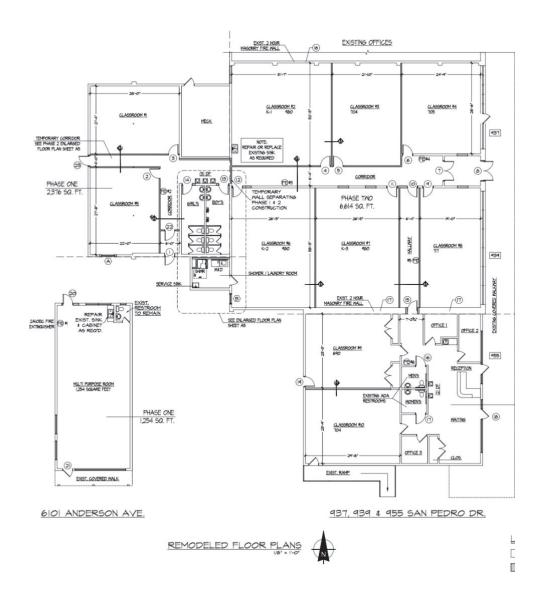
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# 2.3.2 Site



# 2.3.3 Facility

Overview of proposed site and facility



955 San Pedro is currently a portion of the Willow Village Center. Altura Preparatory School will occupy 3 suites, plus an additional "outbuilding" in the first year, and will expand into additional square footage as enrollment increases.

### 2.3.4 Facility Evaluation

*Summary of facility condition evaluation (FAD Executive Summary Report)* Altura Preparatory School has a wNMCI of 9.83%, issued on April 20, 2018.

#### 2.3.5 Statewide Adequacy Standards

E-Occupancy Status is expected August 1, 2018.

#### 2.4 Utilization and Capacity

#### 2.4.1 Utilization

E-Occupancy Status is expected August 1, 2018.

#### 2.4.2 Capacity

#### Functional student capacity (capacity based on educational program)

Altura Preparatory School is currently approved to educate up to 154 students in the current space for the 18-19 school year.

# Identify anticipated student capacity and efficiency of facility use and provide supporting analysis

Our anticipated student enrollment, per our enrollment goals for each year is as follows:

Altura Prep Enrollment Projections in Years 1 - 5										
	18-19 19-20 20-21 21-22 22-23									
K	44	66	66	66	66					
1st	44	66	66	66	66					
$2^{nd}$	22	66	66	66	66					
3 <sup>rd</sup>		22	66	66	66					
4th			22	66	66					
5 <sup>th</sup>				22	66					
	110	220	286	354	396					

#### 2.5 Technology

#### Overview of Technology Plan and needed equipment

Altura Prep's instructional model embeds technology throughout the day using a 1:1 student to device ratio. Our facility must support the necessary equipment and infrastructure to facilitate this type of student learning. Classrooms will need power outlets and space to charge Chromebook laptops. Classrooms will need to have sufficient space for students to move around the classroom to different learning stations, and our network and infrastructure will need to support ongoing student connectivity.

*Power:* Our power system must have the capacity to charge Chromebook carts (one per classroom of 24 computers) on a nightly basis.

*Cabling*: The conduit that connects all devices throughout the school through our point of access needs to be compliant with up-to-date networking technologies.

*Network Infrastructure:* Our network infrastructure must connect users, application, services, and the Internet. Our infrastructure must be able to support all classrooms on computers at the same time, and must be able to be customized to our school needs.

*Internet Connection*: In order to have ongoing and flexible instruction using computers, we need to have wireless connectivity school wide with appropriate bandwidth (see below).

*Bandwidth:* We will need to have a large amount of bandwidth in order to support all student and staff devices running and active throughout the school day, using web-based and app-based programs. Bandwidth will need to support up to 398 student devices and staff devices (approximately 40 devices\_.

*Wireless Design (access points and placement):* Our school wireless access points will need to be placed such that there is coverage for the whole school. Once we have chosen a facility, we will need to design our connection access points to ensure that all of our school devices have simultaneous wireless access throughout the building and facility.

Content Filter: The Child's Internet Protection Act (CIPA) requires that schools have filters in place to protect children from certain websites. Beyond complying with the act, we also want to have a system in place that allows us to control what students can and cannot access on computers. As this is a school-wide filter, we must have a filter sophisticated enough to set different levels of filtering for different groups: grade levels, students, and teachers. This should also be able to be managed centrally.

Technology (availability, capacity, speed) changes at a rapid pace, and our technology will be managed with long-term sustainability in mind. We will review computer capability, network access, filters, bandwidth and the relationship between our hardware, software, and wireless to be sure that we continue to support our online programs and devices.

#### 2.6 Energy Management - related to proposed facilities

Our current Energy Management plan articulates best practices of energy management. Upon securing our facility, we plan to assess energy use and adapt the energy management plan to reflect the building we occupy.

#### 2.6.1 Energy Assessment, if available

An energy assessment is not available at this time for proposed facilities. In order to create a viable energy plan, however, we will work with our architect and contractor to ensure that we understand the energy needs of our facilities and how to minimize energy use to the extent possible.

#### 2.6.2 Energy Efficiency Recommendations, if available

As there is not yet a facility specified, there are not available recommendations for energy efficiency that are specific to a proposed facility. However, there are specific energy efficiency best practices for K-12 schools that we plan to use to create our energy management plan based on forthcoming energy assessments of selected facilities. Among possible action steps include working with our building owner to update HVAC systems to work more efficiently when necessary, and, if/when systems and equipment are due to be replaced, replacing with EPA Energy Star equipment and/or other energy-friendly components.

**EPA Energy Star Equipment** 

#### **Updated HVAC Systems**

#### 2.6.3 Energy Management Plan Overview

An energy efficient facility can positively affect a school's finances and quality of environment, and is an important part of our facility plan. In order to enhance students' educational opportunities, increase safety and security, and reduce energy costs, we will develop an energy management plan that enhances the efficiency of our energy use.

Our energy management plan will involve the following key steps:

### Set measurable goals

- 1. Analyze current efficiency rates of existing buildings, appliances, machinery and electronic equipment.
- 2. Set goals regarding energy use and conservation based on the efficiency rates, publicize those goals, and implement the below policies to reduce energy use.

#### **Create Energy Management Policies:**

- 1. Appliance, light, and regulation policies, including:
  - a. Limit refrigerator use to common spaces.
  - b. Install energy management tools for computers and appliances.
  - c. Eliminate phantom loads and removing unused meters.
  - d. Replace lighting with more energy-efficient bulbs.
  - e. Eliminate the number of bulbs lit as well as the wattage of each bulb, while maintaining a well-lit and cheerful facility.
  - f. Test actual lumens in the classrooms before changing the lighting.
  - g. Print and paste light switch stickers to remind users to turn off lights upon exiting
  - h. Regulate temperatures without risk of human tampering (e.g., install thermostats in the ceiling).
  - i. Keep doors and windows closed.
  - j. Review maintenance procedures and make efficiency part of maintenance policy.
  - k. Install outdoor lighting sensors.
  - l. Replace exit signs with LEDs
  - m. Create after hours and weekend policies, including, but not limited to:
    - i. Unused classrooms (except by after-school program) after hours have lights turned off, doors and windows closed.
    - ii. Except after-school designated restrooms, restrooms are closed and locked
    - iii. Projectors and other classroom technology (computers, etc) should be powered off at the end of the day.
    - iv. Over extended breaks, Chromebook carts should be left unplugged. They will be plugged in on the last day of break to charge.
  - n. Computers will be set to enter "sleep mode" after 20 minutes of inactivity, and staff will receive recommendations for laptop charging (e.g. charge laptops only when battery reaches 20%, and unplug once fully charged)
  - o. Only approved space heaters will be allowed, and all space heaters will be unplugged when not in use.

- p. Develop and implement checklists for common spaces
  - i. Assign responsibility for decreasing energy consumption in common areas, including hallways, multi-purpose room, cafeteria, auditorium, restroom, meeting areas, stages and storage rooms. Schedules can rotate, but must be accompanied with a common area checklist.
- q. Implement water heating set points and management guidelines. Water heater life expectancy is generally 10-15 years. To prolong the life of water heaters:
  - i. Routine inspection practices to identify leaks, check burners, gauges and pumps
  - ii. Coordinate with Landlord to routinely flush the system to remove sediment and build up
  - iii. Vacation shut down period to reduce unnecessary heating during breaks
  - iv. Water heaters will be set to the lowest heating point permitted by the local health department. ENERGY STAR recommends a set point of 120F.
- 2. Establish equipment operating procedures
  - a. Kitchen equipment should only be operated by kitchen personnel or with approval from School Director for special approved events
- 3. Specific Facility Maintenance, upgrade and renewal recommendations
  - a. All facility appliances and equipment will be monitored, upgraded, and renewed according to specifications in order to maintain the most energy efficient operation.
  - b. This section will be thoroughly completed upon reviewing facilities that meet PSFA criteria and/or which must be updated in order to meet PSFA criteria.
- 4. Determine Utility peak load, usage, and conservation policies
  - a. All energy output, loads, and usage will be initially monitored in order to set goals for load and usage, and to set goals to conserve energy and maintain the most energy efficient operation.
  - b. This section will be thoroughly completed upon reviewing facilities that meet PSFA criteria and/or updated in order to meet PSFA criteria.

#### Align the budget

- 1. In order to prioritize energy efficiency, our budget will need to reflect our priorities. This includes, but is not limited to:
  - Review of utility bills and usage each cycle
  - Allocating finances to support purchase and installation of energy-efficient appliances and materials

#### Make the plan relevant and transparent

- 1. Share energy efficiency and conservation goals and strategies with stakeholders at all levels (students, teachers, parents)
- 2. Create clear opportunities for all stakeholders to participate in energy management and conservation (including but not limited to: staff participation in facility committees, student driven

Projects during STEAM class and Genius Hour)

#### Long term investments in money saving and energy efficient systems

1. As we look to adapt and renovate an existing facility to meet the needs of our school in our first few years, we will consider the long term impact of the building systems including HVAC, roof, electricity, and plan to work with architects and contractors to use the most energy efficient and cost effective replacements for any necessary systems.

## **Other Considerations:**

We also acknowledge that the location and design of a school play an important role in energy use and efficiency. Natural daylight both reduces the amount of electricity used to light classrooms, hallways, and offices, and is beneficial to students' health and academic performance. Whenever possible, we will review was to reduce and conserve energy as well as strengthen other facility systems. Throughout our renovation process we will consider energy recommendations via: U.S. Department of Energy's EnergySmart Schools and Energy Design Guidelines for High Performance Schools, U.S. Green Building Councils LEED standards, design to achieve ENERGY STAR, ASHRAE Advanced Energy Design Guides (AEDG), ASTM Thermal Insulation standards, EPA Guidelines for Energy Efficient K-12 Schools. (See Resources Section for direct links).

- 3. FACILITY REQUIREMENTS (Ed Spec)
- 3.1 Facility Goals and Concepts

#### 3.1.1 Goals

#### **Goals for Facilities**

- Provide adequate space during facility transitions to allow for enrollment growth
- Provide appropriate classroom spaces to accommodate a blended technology station rotation model in Math and ELA and a project-based approach in STEAM and Social Studies.
- Create shared instructor office spaces to facilitate collaboration among teaching staff
- Provide adequate space for school-wide and mixed grade level assemblies for weekly Town Hall
- Provide a safe and welcoming environment from exterior perceptions to interior activities
- Be supported, per HB-283, by a lease-purchase agreement in which the school is not liable for improvements to the facility

#### 3.1.2 Concepts

#### **Functionality**

- Decentralize administrative offices to encourage more interaction between school leaders, teachers, and students
- Visually connect spaces for primary grade students: hallways and classrooms are color coded based on grade levels
- Designate a "home base" for teachers and students with sufficient storage for materials and belongings
- Provide spaces for gathering, reading, sitting, and active play

- Prioritize spaces that allow collaboration, for example, cluster classrooms around a grade level common space
- Consider daylighting: the *controlled* admission of natural light into a space. Glare and hot spots can undermine the learning process.
- Integrate daylighting with efficient electric lighting to optimize visual comfort.
- Use natural ventilation when possible. (This and daylighting provide a connection to the outdoors.)
- Ensure acoustical comfort. If young children are unable to hear their teacher, they usually are unable to "fill in the blanks" as adults with life experience are able to do, and this can disrupt learning. (See Section 5.8)
- Ensure high indoor air quality. Children sensitive to indoor air pollutants, and likely to suffer ill effects such as allergies and asthma. (See Section 5.8)
- Ensure thermal comfort. Use HVAC systems to keep humidity in the comfort zone. (See Section 5.8)
- Connect the indoor environment to the outdoors by providing operable windows in classrooms and easy access from classrooms to outdoor areas that can be utilized in the curriculum.

#### **Safety and Security**

- Providing a safe school is a high priority.
- Maximize visual access to corridors and school grounds.
- Increase occupants' sense of ownership and "territoriality" by providing comfortable, not institutional, rooms and by clearly defining the school boundaries.
- Control access to the building and grounds by individuals and vehicles.
- Use durable, non-toxic building materials.
- Provide shelter in cases of emergency.
- Accommodate safe egress from the building in case of emergency.
- The school should be accessible to all students and families, and compliant with the Americans with Disabilities Act (2002)

## **Sustainability**

- Use energy, water, and other resources efficiently.
- Integrate renewable energy strategies
- Integrate high-performance mechanical and lighting systems.
- Conserve and protect natural areas. Provide barriers that protect children and plants and wildlife.
- Provide opportunities for safe walking and bicycling to school

## **Flexibility**

- Areas of the school that may be used for multiple purposes
- Multi-purpose room that can double as a performance or exhibition space for Genius Hour presentations or large family gatherings

- As the school grows, classrooms can be adjusted to serve different grade levels (Kindergarten students can be located next to first grade students, etc OR STEAM classrooms can be clustered together to create collaborative spaces).
- Students in kindergarten and up to grade 5 can safely play with enjoyment on outside equipment.

#### Utilities

- The building has access to central heating, plumbing, cooling, and electricity.
- Kindergarten classrooms have in-classroom restrooms with one toilet and one sink
- Water fountains and student restrooms are spaced evenly throughout the school
- Staff restrooms are accessible easily from the main office and throughout the building
- Cafeteria spaces have sinks and the necessary equipment to heat and serve lunches and breakfasts as well as host community events

## **Community Use**

- Support community programs such as parent education nights and after school programs
- Provide a parent room in which volunteers can prepare classroom materials
- Provide family internet access and computer use

#### **STEAM Focus**

- Ensure access to STEAM lab equipment as well as flexible spaces for project-based and STEAM focused learning activities
- Provide sufficient space for students to move around classrooms with equipment and technology
- Flexible furniture and walls allow for alternative grouping structures and spaces depending on classroom needs

## 3.2.1 Space Summary

#### Quantity and sizes of spaces required to accommodate the instructional program

Below are the quantities and sizes of spaces required to accommodate Altura Prep's instructional program. Please note that the calculations are different from the adequacy standard calculations in Section 1.1.3, as those calculations were done to inform the minimum required space. Our instructional program will benefit from larger classroom space to facilitate personalized station rotation and project based learning.

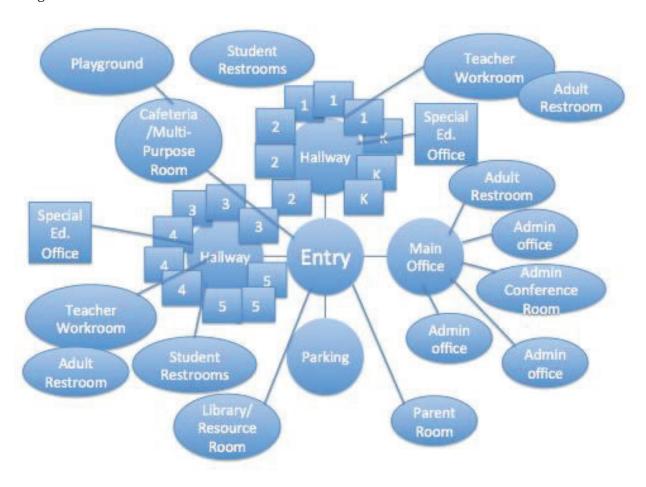
Year of Operation	Number of Classrooms (Sq ft/room)	Type, Number of Additional Spaces (Square Footage)	Total Square Footage- specified rooms (Total Sq. Footage)
2018-19	9 (1100 sq ft for Kindergarten and 704sq ft for grades	Cafeteria/Kitchen/MultiPurp ose Room (1000+kitchen specifications)	12,311

	1-5)	Teacher office space (700) Parent Room (150) Administrative Offices (500) Lobby Area (730) 6730 Hallways and restrooms	
2019-20	12 (1100 sq ft for Kindergarten and 704sq ft for grades 1-5)	Cafeteria/Kitchen/MultiPurp ose Room (1000+kitchen specifications) Resource Room/Library (900) Teacher office space (700) Parent Room (150) Administrative Offices (700) Lobby Area (730) 6930 Hallways and restrooms	15,182
2020-21	15 (1100 sq ft for Kindergarten and 704sq ft for grades 1-5)	Cafeteria/Kitchen/MultiPurp ose Room (1000+kitchen specifications) Resource Room/Library (900) Teacher office space (700) Parent Room ((150) Administrative Offices (500) Lobby Area (730) 6730 Hallways and restrooms	18,083
2021- 22	18 (1100 sq ft for Kindergarten and 704sq ft for grades 1-5)	Cafeteria/Kitchen/MultiPurp ose Room (1000+kitchen specifications) Resource Room/Library (900) Teacher office space (700) Parent Room ((150) Administrative Offices (500) Lobby Area (730) 6730 Hallways and restrooms	21,020
2022-23	18 (1100 sq ft for Kindergarten and 704sq ft for grades 1-5)	Cafeteria/Kitchen/MultiPurp ose Room (1000+kitchen specifications) Resource Room/Library (900) Teacher office space (700)	21,020

Parent Room (150) Administrative Offices (500) Lobby Area (730) 6730 Hallways and restrooms	
---	--

## **Concept Diagram**

The below bubble map demonstrates the proposed relationships between spaces in the school at full growth and enrollment.



3.2.2 Site requirements

## **STEAM and Personalized Learning Requirements:**

In order to facilitate the instructional program at Altura Preparatory School, the facility needs sufficient space and network infrastructure to support personalized blended learning, station-rotation based instruction, and project-based learning. Spaces should be:

- 1. Flexible: students and furniture should be able to move to create different group configurations within and among classrooms.
  - a. Movable furniture
- 2. Bright: students should have access to fresh air and sunlight throughout the day, including when in classrooms.
- 3. Connected: network connectivity should reach school-wide, in all spaces to allow for students to access online resources and programs that facilitate research and personalized instruction.
- 4. Close: students should be able to transition quickly, quietly, and easily between classrooms. Grade level classrooms should be clustered together in order to facilitate collaborative learning and departmentalized instruction in which students move from class to class.
- 5. Open: classrooms and hallways should be open spaces in which students have sufficient space to move without coming into unnecessary contact with their peers during transitions and collaborative group work.

## **Elementary School Requirements:**

The facility should be developmentally appropriate for Altura Prep students in grades kindergarten through five. The facility must have:

- 1. Outdoor recreation spaces such as a play structure and a play space
- 2. Accessible and child-friendly restrooms
- 3. Clearly defined grade level spaces: for example, grades K-2 have a classroom cluster and grades 3-5 have a classroom cluster
- 4. Areas for display of student work: each hallway has a bulletin board or other display case to showcase excellent student work products.

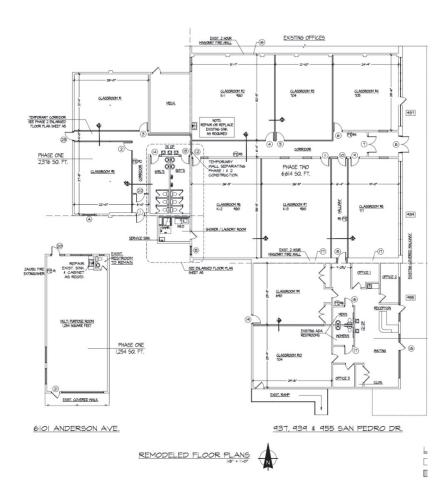
## **Professional Spaces**

- 1. Teachers should have a defined resource room and workspace that allows for collaboration and facilitated professional development
- 2. Spaces should have natural light and fresh air
- 3. Space should be allocated for organizing professional development tools and student and teacher resources (shelving, drawer, and desk space for each individual and grade level teacher team)
- 4. Administrative offices should be centrally located and easily accessible by teachers, students, and families.
  - a. The office manager space should be clearly visible and easily accessible upon entering the facility, and the office manager should have a clear view of the lobby area as well as easy access to administrative offices and parent spaces.
  - b. Each administrator should have space allocated for resources and tools- shelves, drawers, and a desk.

- c. The administrative office or parent room should have a large conference table for group meetings.
- 5. Parents should have access to a space that includes resources for various supplemental programs, computer access, and telephone.
  - a. This space should be accessible from the front lobby, and the office manager should also be easily accessible from the parent room.
- 6. Teacher spaces, parent spaces, and the administrator office cluster should have bulletin boards or designated spaces to post student data, student work, products, and analysis tools.

## 3.2.3 Descriptions and Diagrams of Required Spaces

The proposed facility identified in Section 2.3 is able to accommodate the required spaces in the proposed below configuration:



In addition to the proposed initial facility configuration for classroom, office, and multipurpose space, we acknowledge that the initial space may not accommodate the program at full growth. We have proposed the below configuration for full growth

## Key:

Green = student and teacher use classroom spaces (grade level and purpose noted in text)

Blue = hallway, lobby, or common spaces

Orange = restroom (double = Boy/Girl student, single = adult single stall)

Purple = kitchen

Aqua= administrative offices

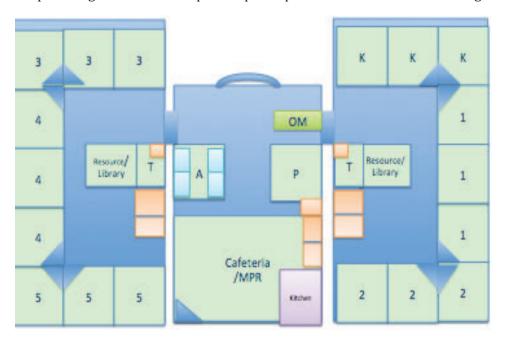
Green= Office manager space

P= parent room

T= teacher room

Resource/Library= resource room and Library for materials and teacher use, and small group sessions if necessary

Graphic Diagram of Ideal Proposed Space upon full enrollment and at full growth:



<sup>\*</sup>Note: this diagram and space relationship is for full growth, and at a site not yet identified.

## 3.2.4 Alternative Methods

Beyond our 1:1 technology ratio that requires slightly more flexibility with student space availability to create flexible groups and a plan to create network connectivity school-wide, we do

not have alternative methods that impact the facility (extra-large class sizes, auditorium-style classrooms, etc).

## 3.2.5 Space Needs

Altura Prep classroom spaces must have sufficient space and furniture to accommodate station rotations for all students and their individual computers and laid out in a way to allow for students to move between furniture and walls. Adequacy standards require that Altura Prep classrooms be at least 704 sqft in grades 1-5 to accommodate 22 students (at 32 sqft/student) and least 1100sqft in kindergarten to accommodate 22 students (at 50 sqft/student). This size of classroom offers slightly more space per student than used by *New Classrooms* to calculate their required space per student in a blended learning rotation program. Thus, our square footage as calculated in the sections above provides sufficient space to support the instructional methods we propose to use.

Space acoustics in classrooms must also allow for a noise-dampened environment, and the effects of noise during rotations may be mitigated through a variety of methods, including carpets and rugs and sound clouds or baffles that are suspended from the ceiling. When adapting the space in an approved facility, we intend to weigh the benefits and drawbacks in terms of cost and acoustics to ensure that we are able to provide the optimal learning environment with the resources we have available.

Classrooms at Altura Prep must also support the necessary technology infrastructure throughout the school. This includes data drops and power outlets on the perimeter of the room to charge Chromebooks and/or Chromebook carts. There should also be power located near the location of projectors.

#### 3.2.6 Detailed Space and Room Requirements

In Kindergarten classrooms, we recognize that developmentally, students need access to a restroom that is close and easy to access. Thus, each kindergarten classroom will have an attached restroom for student use during the school day. The restroom will also have a sink.

All classrooms will have at least one wall-mounted whiteboard with a projector that is ceiling mounted in a location that allows images and screens to project onto the board. The number of computers that will be used at once necessitate sufficient outlet power to charge computers overnight.

Classroom furniture must include, but is not limited to:

- Shelves for texts and student material boxes ("book boxes")
- Tables that seat 4-6 students
- Chairs that fit under the student tables and that are (ideally) stackable
- One large square carpet in kindergarten through 2<sup>nd</sup> grade classrooms

Teacher workrooms will also have teacher desks and shelves, as classrooms will not have teacher desks.

Other classroom space requirements:

- Space for Chromebook charging cart
- Small guided instruction table with teacher chair and student chairs
- Large wardrobe cabinet or closet armoire for storage

See Section 5.8.9 for Criteria Sheets

#### 3.3 Implementation of Space Needs

## 3.3.1 Scenarios for Implementation

## Phasing strategies considered for meeting required needs with projected growth

Altura Prep will grow by one grade level and 66 students each year until 2022. To accommodate for this growth, we have two potential strategies:

- 1. We will temporarily occupy a facility that can accommodate our student enrollment for the first two years of operation. Upon reaching the facility capacity, we will relocate our school to a facility with sufficient space for our full enrollment.
  - a. Benefits of this strategy: we do not lease more space than we need in the immediate future, and it may be easier to negotiate a short term agreement than a phase-in lease.
  - b. Downsides of this strategy: we will have to find two viable facilities in a relatively short time period and we will have to move our school from one site to another in a short time period.
- 2. We will initially occupy a portion of a facility that will accommodate our student enrollment, and we will increase the amount of space we lease as our enrollment grows.
  - a. Benefits of this strategy: we can use as much space as we need until we reach full capacity and enrollment, we would not have to relocate our school in the first few years of operation.
  - b. Downsides of this strategy: it is potentially difficult to both find a space that can accommodate this growth strategy and a landlord willing to slowly lease space according to the school's growth plan.

#### 4. CAPITAL PLAN

## 4.1 Capital Funding

## 4.1.1 Historic and Current Funding

## Provide a brief history of how the school has met its capital funding needs

To date, Altura Preparatory School has not yet been in operation, and thus has not had capital funding needs to meet.

## 4.1.2 Current Capital Expenses

Altura Preparatory School does not yet have capital expenses.

#### 4.1.3 Potential Future Sources of Revenue

## Current and future financial resources available or expected

Year	Type of Funding	Per Student Amount	Total Funding
2018-19	Lease Assistance	\$740 (assumed)	\$146,520
2019-20	Lease Assistance	\$740	\$195,360
2020-21	Lease Assistance	\$740	\$244,200
2021-22	Lease Assistance	\$740	\$293,040
2022-23	Lease Assistance	\$740	\$293,040

## 4.1.4 PSCOC Capital Outlay Funding

## 4.2 Capital Needs

Altura Preparatory School received \$45,000 in Capital Outlay Funding for the 2019FY.

The school plans to use Capital Outlay funding for infrastructure for wireless internet and school technology to support the school's STEAM educational program.

## 4.2.1 Projects

# Summary of capital needs identified including renewal, technology requirements, and programmatic requirements.

At this time, we anticipate that a renewal process will be necessary to ensure that a facility is prepared to serve students effectively in August of 2018. This will include:

- 1. Space division and renovation (potential construction and/or movement of walls to separate classroom and work spaces)
- 2. Appearance updates: paint, cleaning, floor waxing, etc.
- 3. Technology Infrastructure: ensure cabling, wireless, and power sources support school-wide connectivity and network activity
- 4. Playground/outdoor play space: construct or beautify outdoor space for student recreation, including PE and recess

## Probable costs for the total project:

Site development cost, facility construction, other projected costs (technology preparation, furniture purchase, etc.) depend on the status of the site itself. Our process for determining costs for the necessary projects, unit costs, inflation, and a project delivery schedule are found in Section 4.3:Implementation Strategy.

## 4.3 Implementation Strategy

In order to ensure that we have most prepared and effective facility possible in our first year of operation, Altura Prep's leadership team will follow the below timeline in order to implement renewal projects for the chosen facility:

Year	Month	Action Steps	
	January	Mid-process reviews of renewal projects, progress to completion	
	February	Begin Lease Negotiations with landlords Create initial project plans for preparing facility for school occupancy	
	March	Finalize terms of lease with landlords Finalize facilities renewal projects, align contractors, architects, and providers	
2018	April	PSFA wNMCI Assessment	
	May	Continue Renovations Prepare for occupancy	
	June	Order Signs, furniture, technology, Prepare for playground insertion	
	July	End of July: first day of teacher professional development	
	August	August 1: Obtain E-Occupancy Certificate August 2-10: Prepare classrooms and spaces Individual classroom preparation: anchor charts, etc.	

	August 13: First Day of School
--	--------------------------------

#### 4.3.1 Project Prioritization

## Process and criteria to prioritize capital needs

It is possible that there are more projects that we would like to complete than capital or time to complete them in prior to the day we occupy a facility. In this event, the Facilities subcommittee of Altura Preparatory School Board of Trustees will review the school's' needs, funds, and prioritize the key projects to implement.

The process will include the School Directors as well as community representatives.

The guiding considerations to prioritize the highest need projects are as follows, in the order of priority:

- 1. What steps are necessary to prepare the building to meet e-occupancy standards?
- 2. What steps are necessary to provide a safe campus?
- 3. What steps are necessary to prepare the campus to implement our instructional program?
  - a. Space?
  - b. Technology?
- 4. What steps are necessary to create a welcoming environment?

The guiding considerations to prioritize fund allocation are as follows:

- 1. What is the total cost to implement all projects?
- 2. What is the trade-off with implementing one project over another?
- 3. What is the trade-off with not implementing a project?
- 4. If a project is not executed now, how long will it be until it is vital to complete? What will the relative costs be now versus in the future?

This committee will then make the decision about what projects will need to be completed and in what order of priority.

#### 4.3.2 Capitalization Analysis

#### Financial strategies and alternatives considered to meet capital needs

We are exploring grants and financial opportunities to supplement our funds to meet capital needs. This includes partnerships with organizations that support charter schools with facility acquisition and improvement.

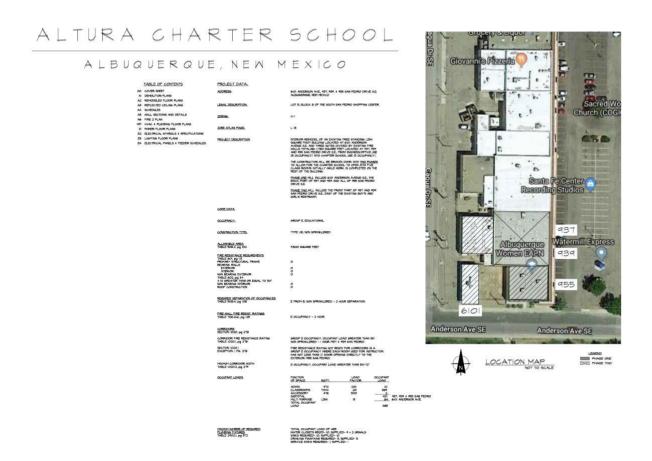
## 5. MASTER PLAN SUPPORT MATERIAL

## 5.1 Sites and Facilities Data Table

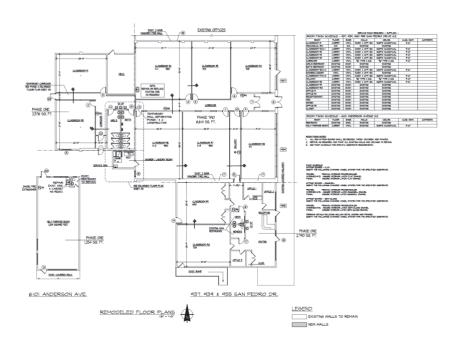
The below table will be completed upon confirming that we have selected a facility with an appropriate wNMCI that can also support our instructional program.

Name of facility	Altura Preparatory School
State identification number	57500001
Physical address	955 San Pedro Dr SE, Albuquerque, NM 87108
Date of opening	August 13, 2018
Dates of major additions and renovations	May 2, 2018 – July 25, 2018 (Projected)
Facility Condition Index (FCI) and N.M. Facility Condition Index (NMCI), if available	9.83%
Site owned or leased	Leased
Total building area gross sq/ft.	13,154 SFt.
Site acreage	
Total number of permanent general classrooms	10
Total number of permanent specialty classrooms	1 (Multi-Purpose Room)
Total number of portable classrooms	0
Total number of classrooms	10
Percentage of portable classrooms compared to total number of permanent classrooms	0%
Total enrollment current year (40th day count), if available (may not be available for a newly chartered school)	N/A
Number of gross sq. ft per student per school facility	

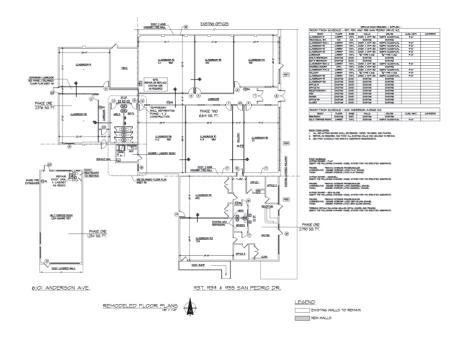
#### 5.2 Site Plan



## 5.3 Floor Plan



## 5.4 Facility Inventory



## *5.5 Photographs*

Illustrative photographs will be added to this Facilities Master Plan as appropriate (min. one exterior and one interior) pending completion of renovations for e-Occupancy.

## 5.6 Facility Evaluation

Evaluation reports will be provided in this Facilities Master Plan as they are conducted and provided to Altura Preparatory School.

## 5.7 FAD Update

FAD forms will be updated as they are provided and as they apply to a selected facility.

5.8 Detailed Space and Room Requirements (Ed Spec), if applicable

#### 5.8.1 Technology and Communications Criteria

Network access and wireless capability should be available throughout the facility: classrooms, shared student spaces, teacher workspaces, the school lobby, and parent spaces. Classroom telephones and intercoms should be available in classrooms and common spaces. Copiers and printers will also be accessible for staff.

#### 5.8.2 Power Criteria

There should be sufficient power for laptop carts to be charged as well as for teacher projectors and computers to be plugged in.

Power outlets and drops need to be located so that projectors and whiteboards can be used for instruction. (For example, ceilings should have wiring and power supportive of a projector apparatus, if necessary)

## 5.8.3 Lighting and day lighting Criteria

As much as possible, natural daylighting should be used to supplement electricity and fluorescent lighting in indoor spaces. Lighting should also be flexible to provide more or less light depending on the activity, time of day, and technology in use.

#### 5.8.4 Environmental Conditioning Criteria

Heating and cooling systems should provide a comfortable learning environment at an efficient rate. Operable windows and natural ventilation systems, whenever possible, should supplement use of an HVAC system. A centralized system will likely provide the most high quality ventilation, heating, and cooling. When addressing the HVAC system in our selected facility, the system should meet EPA requirements and follow guidelines for Indoor Air Quality Design for Schools.

#### 5.8.5 Classroom Acoustics Criteria

Interior volumes should not exceed 566m3, according to Part 1 of ANSI/ASA S12.60, guidelines for building acoustics. In order to provide favorable acoustics, the location of the building, orientation of doors and windows, and noise level of HVAC and other school systems should be considered. Additionally, the composition of windows and the building exterior (envelope) can also be used to adjust acoustics to meet desired levels.

## 5.8.6 Furnishing and Equipment Criteria

Each classroom should have functional workspaces for 22 students, storage for Chromebook carts, and flexible space that allows for small group instruction, collaboration, and independent work. Each classroom should have a removable/wall mounted projector screen, and, ideally, a ceiling mounted projector that connects to the teacher's laptop. Students' chair should be independent from desks to facilitate easy movement and flexible grouping.

Sample student chairs (various sizes dependent on grade level)



## Sample Teacher Desk in teacher workroom:



## 5.8.7 Table types

In grades K-2, students should have tables seating 4-6 students. In grades 3-5, students should have tables for groups of 4-6 or individual tables that combine to form larger group tables. Sample Table/Chair configurations:



Example Furniture for classrooms:



(Images used with permission from New Classrooms as examples of possible furniture options)

## 5.8.8 Storage types

All classrooms should have bookshelves and storage cupboards to hold materials, manipulatives, and instructional resources. These do not need to be large- there is also a resource room and library that should have strong shelves to hold large containers of manipulatives and materials. Shelves should be sufficiently anchored to ensure safety. Students should have storage cubbies or "chair sacks" to keep materials such as backpacks, binders, pencil cases, etc in their homeroom class.

## Sample Bookshelf:



## Sample Storage Containers:







## 5.8.9 Criteria Sheets

The below information regarding needs for each space of the school support our space recommendations detailed in the sections above.

## **Kindergarten Classrooms**

Columbine locks on all entrance/exit classroom doors

- 1 General purpose classroom sign and room number placed at each classroom entrance
- 6 Rectangle Work Tables (Each table to fit four students)
- 30 Student Chairs (seat height should be approximately 12")
- 2 Adult Chairs
- 2 Bookshelves
- 2 Whiteboards (Mounted)
- 1 classroom projector
- 1 mounting set for projector
- 1 document camera
- 1 Digital Audio iPod Listening Center
- 2 12 cubby storage units (51 1/8"w x 14"d x 46 1/2"h)
- 1 large "place for everyone" carpet (9 ft. x 12 ft.)
- 2 smaller carpets (6' x 9') and (4' x 6')
- 1 Chart Stand
- 1 White Board Easel
- 1 kidney bean teaching table
- 1 clock
- 1 Listening
- 1 Bulletin Board
- 1 Filing Cabinet
- 1 Mobile Storage & Charging Cart (24 Chromebooks)
- 1 projection screen
- 2 containers for trash and recyclables (34- Gallon)
- 1 Telephone that will provide access to emergency services
- 24 coat pegs

## First Grade Classrooms

- 1 General purpose classroom sign and room number placed at each classroom entrance
- 6 Rectangle Work Tables (Each table to fit four students)
- 30 Student Chairs
- 2 Adult Chairs
- 2 Bookshelves
- 2 Whiteboards (Mounted)
- 1 classroom projector
- 1 mounting set for projector
- 1 document camera
- 1 Digital Audio iPod Listening Center
- 2 12 cubby storage units (51 1/8"w x 14"d x 46 1/2"h)
- 1 large "place for everyone" carpet (9 ft. x 12 ft.)
- 2 smaller carpets (6' x 9') and (4' x 6')
- 1 Chart Stand
- 1 White Board Easel
- 1 kidney bean teaching table
- 1 Bulletin Board
- 1 Filing Cabinet
- 1 Mobile Storage & Charging Cart (24 Chromebooks)
- 1 projection screen
- 2 containers for trash and recyclables (34-Gallon)
- 1 Telephone that will provide access to emergency services
- 24 coat pegs
- 1 clock

## **Second Grade Classrooms**

- 1 General purpose classroom sign and room number placed at each classroom entrance
- 6 Rectangle Work Tables (Each table to fit four students)
- 30 Student Chairs
- 2 Adult Chairs
- 2 Bookshelves
- 2 Whiteboards (Mounted)
- 1 classroom projector
- 1 mounting set for projector
- 1 document camera
- 1 Digital Audio iPod Listening Center
- 2 12 cubby storage units (51 1/8"w x 14"d x 46 1/2"h)
- 1 large "place for everyone" carpet (9 ft. x 12 ft.)
- 2 smaller carpets (6' x 9') and (4' x 6')
- 1 Chart Stand
- 1 White Board Easel
- 1 kidney bean teaching table
- 1 Bulletin Board
- 1 Filing Cabinet
- 1 Mobile Storage & Charging Cart (24 Chromebooks)
- 1 projection screen
- 2 containers for trash and recyclables (34- Gallon)
- 1 Telephone that will provide access to emergency services
- 24 coat pegs

#### 1 clock

## **Third Grade Classrooms**

Columbine locks on all entrance/exit classroom doors

- 1 General purpose classroom sign and room number placed at each classroom entrance
- 12 Rectangle Work Tables (Each table to fit two students)
- 30 Student Chairs
- 2 Adult Chairs
- 2 Bookshelves
- 2 Whiteboards (Mounted)
- 1 classroom projector
- 1 mounting set for projector
- 1 document camera
- 1 Digital Audio iPod Listening Center
- 2 12 cubby storage units (51 1/8"w x 14"d x 46 1/2"h)
- 1 large "place for everyone" carpet (9 ft. x 12 ft.)
- 2 smaller carpets (6' x 9' each)
- 1 Chart Stand
- 1 White Board Easel
- 1 round teaching table
- 1 Bulletin Board
- 1 Filing Cabinet
- 1 Mobile Storage & Charging Cart (24 Chromebooks)
- 1 projection screen
- 2 containers for trash and recyclables (34- Gallon)
- 1 Telephone that will provide access to emergency services
- 24 coat pegs
- 1 clock

## **Fourth Grade Classrooms**

- 1 General purpose classroom sign and room number placed at each classroom entrance
- 6 Rectangle Work Tables (Each table to fit two students)
- 30 Student Chairs
- 2 Adult Chairs
- 2 Bookshelves
- 2 Whiteboards (Mounted)
- 1 classroom projector
- 1 mounting set for projector
- 1 document camera
- 1 Digital Audio iPod Listening Center
- 1 large "place for everyone" carpet (9 ft. x 12 ft.)
- 2 smaller carpets (6' x 9' each)
- 1 Chart Stand
- 1 White Board Easel
- 1 round teaching table
- 1 Bulletin Board
- 1 Filing Cabinet

- 1 Mobile Storage & Charging Cart (24 Chromebooks)
- 1 projection screen
- 2 containers for trash and recyclables (34- Gallon)
- 1 Telephone that will provide access to emergency services
- 24 coat pegs
- 1 clock

#### **Fifth Grade Classrooms**

Columbine locks on all entrance/exit classroom doors

- 1 General purpose classroom sign and room number placed at each classroom entrance
- 6 Rectangle Work Tables (Each table to fit two students)
- 30 Student Chairs
- 2 Adult Chairs
- 2 Bookshelves
- 2 Whiteboards (Mounted)
- 1 classroom projector
- 1 mounting set for projector
- 1 document camera
- 1 Digital Audio iPod Listening Center
- 2 12 cubby storage units (51 1/8"w x 14"d x 46 1/2"h)
- 1 large "place for everyone" carpet (9 ft. x 12 ft.)
- 2 smaller carpets (6' x 9' each)
- 1 Chart Stand
- 1 White Board Easel
- 1 round teaching table
- 1 Bulletin Board
- 1 Filing Cabinet
- 1 Mobile Storage & Charging Cart (24 Chromebooks)
- 1 projection screen
- 2 containers for trash and recyclables (34- Gallon)
- 1 Telephone that will provide access to emergency services
- 24 coat pegs
- 1 clock

#### **Teachers Workroom**

- 1 General purpose sign and room number placed at the entrance
- 2 copy machines
- 2 paper cutters
- 1 "hot" laminating machine
- 1 "cold" laminating machine
- 2 bookshelves
- 2 21-Drawer Bin Cabinets (11 inches x 17 inches)
- 2 40-Bin Units (33¾ inches x 12 inches x 23½ inches)
- 1 30-Slot Mailbox for Paper (32 x 13 x 21 inches)

- 2 worktables
- 6 chairs
- 2 containers for trash and recyclables (34-Gallon)
- 1 Telephone that will provide access to emergency services
- 24 coat pegs
- 1 clock

## **Administrative Office Space**

Columbine locks on all entrance/exit doors

- 1 General purpose sign and room number placed at the entrance
- 2 desks
- 1 L-Shaped Reception Desk
- 3 chairs
- 4 reception area chairs with arms
- 2 side tables
- 4 fireproof filing cabinets for cumulative file storage
- 1 copier
- 2 containers for trash and recyclables (34- Gallon)
- 2 Telephone that will provide access to emergency services
- 1 Mail Sorter Support/Table
- 1 clock

## **Parent Room**

Columbine locks on all entrance/exit doors

- 1 General purpose sign and room number placed at the entrance
- 2 couches
- 2 magazine tables
- 1 corner table
- 2 bookshelves
- 2 containers for trash and recyclables (34- Gallon)
- 1 Telephone that will provide access to emergency services
- 16 coat pegs
- 1 clock

#### **Teachers Room**

Columbine locks on all entrance/exit doors

- 1 General purpose sign and room number placed at the entrance
- 1 conference table
- 10 chairs
- 1 digital projector
- 1 screen
- 1 whiteboard
- 2 bookshelves
- 2 containers for trash and recyclables (34- Gallon)
- 1 Telephone that will provide access to emergency services
- 1 clock

#### Library

Columbine locks on all entrance/exit doors

1 General purpose sign and room number placed at the entrance

- 1 Telephone that will provide access to emergency services
- 16 Bookcases (65" high)
- 24 Bookcases (42" high)
- 2 bookcarts
- 5 circular library tables
- 30 chairs (student)
- 4 chairs (adult)
- 1 reception station
- 1 projection screen
- 2 Containers for trash and recyclables
- 1 Whiteboard (Mounted)
- 1 digital projector
- 1 mounting set for projector
- 1 document camera
- 1 Digital Audio iPod Listening Center
- 1 large "place for everyone" carpet (9 ft. x 12 ft.)
- 16 coat pegs
- 2 clocks

## **Multipurpose Room**

Columbine locks on all entrance/exit doors

- 1 General purpose sign and room number placed at the entrance
- 12 Mobile Convertible Bench Tables (8'L)
- 1 Telephone that will provide access to emergency services
- 1 projection screen
- 8 Containers for trash and recyclables
- 1 Whiteboard (Mounted)
- 1 digital projector
- 1 mounting set for projector
- 2 clocks

## **Technology Room**

Columbine locks on all entrance/exit doors

- 1 General purpose sign and room number placed at the entrance
- 12 Mobile Convertible Bench Tables (8'L)
- 1 Telephone that will provide access to emergency services
- 1 projection screen
- 1 Whiteboard (Mounted)
- 1 digital projector
- 1 mounting set for projector
- 2 clocks

Additional containers and shelves for storage

#### **Hallways**

Signage for room numbers/grade levels in each hallway

**Bulletin Boards** 

Coat pegs in various locations

2 Mounted Flat Panel TV Screens

55-gallon trash and recyclable containers

4 clocks

5.9 Capital Improvement Plan (CIP), if available

The Altura Preparatory Capital Improvement Plan is forthcoming as the Facilities Planning Committee reviews needs for capital improvements.

#### 6. ATTACHMENTS

On March 6, 2017, we sent the below email to Karen Alarid, the APS Facilties Design and Construction Executive Director. This email received no response. The follow-up phone call on April 3 was not answered nor returned.

Hello Karen.

I hope you had a nice weekend!

I'm writing to request your expertise in public facilities. I am working on an application for a charter school in SE Albuquerque, and am attempting to find a viable facility.

As the APS Facilities Design and Construction Executive Director, do you know of any available public (district or otherwise) facilities in or near the International District and/or Kirtland Base area?

Or, do you have recommendations on other avenues that I should pursue?

Thank you, and I appreciate your time and response. Best,

Meaghan Stern

On March 6, 2017, we sent the below email to Christopher Lee, the Director of GSD Facilities Management Direction at the State of New Mexico. He responded that he recommended that we communicate with the City of Albuquerque, and Albuquerque Public Schools, both of whom we reached out to via email.

Hello Christopher,

I hope you had a nice weekend!

My name is Meaghan Stern, and I've recently returned to Albuquerque (I was born and raised here), and I am working to start an elementary charter school in SE Albuquerque.

I am hoping to call on your facilities expertise and/or connections, as I'm hoping to find a viable facility in the southeast part of Albuquerque.

Do you know of any publicly available buildings that may be useful for this purpose, or do you know who I may be able to contact in my search?

Or, do you have recommendations on other avenues that I should pursue?

Thank you, and I appreciate your time and response, Meaghan Stern

On March 6, 2017, we sent the below email to Melissa Lozoya, the Interim Director of Municipal Development. We did not receive a response. In a meeting with Councilman Patrick Davis of District 6, he also noted that he did not know of any public city facilities in his district, our targeted area.

Hello Melissa.

My name is Meaghan Stern, and I've recently returned to Albuquerque (I was born and raised here), and I am working to start an elementary charter school in SE Albuquerque.

I am hoping to call on your facilities expertise and/or connections, as I'm hoping to find a viable facility in the southeast part of town.

Do you know of any publicly available buildings that may be useful for this purpose, or do you know who I may be able to contact in my search? I have also reached out to APS.

Thank you, and I appreciate your time and response. Best, Meaghan Stern

#### 7. RESOURCES:

Acoustics Comfort: <a href="https://www.wbdg.org/resources/acoustic-comfort">https://www.wbdg.org/resources/acoustic-comfort</a>

Lighting: https://www.wbdg.org/ffc/dod/unified-facilities-criteria-ufc/ufc-3-530-01

Indoor Air Quality Design: https://www.epa.gov/iag-schools/heating-ventilation-and-air-

conditioning-systems-part-indoor-air-quality-design-tools#Potential

Elementary School Facility Best Practices: <a href="https://www.wbdg.org/building-types/education-facilities/elementary-school">https://www.wbdg.org/building-types/education-facilities/elementary-school</a>

Arney, Liz. *Go Blended: A Handbook for Blending Technology in Schools.* Jossey-Bass, A Wiley Brand: San Francisco, CA, 2015.

*Children's Internet Protection Act,* <a href="https://www.fcc.gov/consumers/guides/childrens-internet-protection-act">https://www.fcc.gov/consumers/guides/childrens-internet-protection-act</a>

U.S. EPA Healthy School Environments: <a href="https://www.epa.gov/schools">https://www.epa.gov/schools</a>

Primer to Design Safe School Projects in Case of Terrorist Attacks and School Shootings and FEMA Safe Rooms and Community Shelters Case Studies: <a href="https://www.fema.gov/safe-rooms-and-community-shelters-case-studies">https://www.fema.gov/safe-rooms-and-community-shelters-case-studies</a>

EPA Guidelines for Energy Efficient K-12 Schools: <a href="https://www.epa.gov/sites/production/files/2015-08/documents/k-12 guide.pdf">https://www.epa.gov/sites/production/files/2015-08/documents/k-12 guide.pdf</a>

U.S. Department of Energy's EnergySmart Schools and Energy Design Guidelines for High Performance Schools: http://www1.eere.energy.gov/buildings/energysmartschools/
U.S. Green Building Councils LEED standards http://www.greenschoolbuildings.org/Homepage.aspx

## **ENERGY STAR**

http://www.energystar.gov/index.cfm?c=cbd\_guidebook.cbd\_guidebook\_energy\_design\_ ASHRAE Advanced Energy Design Guides (AEDG) http://www.ashrae.org/technology/page/938



February 22, 2022

John Valdez
Public School Facilities Authority
1312 Basehart Drive SE
Albuquerque, New Mexico 87106

Dear Mr. Valdez,

Altura Preparatory School is a state-authorized public charter school located in Albuquerque, New Mexico. The school was authorized for the current 6-year term in September of 2017, and the current Facilities Master Plan (FMP) and Educational Specifications document has been approved through 2022. In order to apply for the Public School Facilities Authority (PSFA) Facilities Master Plan Grant Assistance Program, the school must have been renewed at least once. Altura Preparatory School will apply for charter renewal in the fall of 2022.

We would like to request our current FMP be extended through 2023, so that the school may apply for the grant and accompanying assistance of a planning professional to support our next Facilities Master Plan submission.

I can be contacted at <a href="meaghan.hindman@alturaprep.org">meaghan.hindman@alturaprep.org</a> or 505-539-5369 for questions or to discuss the matter further, if necessary.

Best regards,

Meaghan Hindman

Co-Director, Altura Preparatory School



## State of New Mexico Public School Facilities Authority

Martica Casias, Executive Director

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

February 22, 2022

Ms. Meaghan Hindman, Co-Director Altura Preparatory School 8650 Alameda Blvd. NE, Bldg 2B Albuquerque, NM 87122

Dear Ms. Hindman:

The New Mexico Public School Facilities Authority Planning Staff received your letter requesting extension of your existing facilities master plan/educational specifications. The Altura Preparatory School's existing plan has a sunset date of December 31, 2022. The school seeks this extension based on its upcoming charter renewal application, which will make it eligible for the FMP assistance grant program. As a result of this information, PSFA Planning Staff approves the extension of the school's existing FMP/ed specs to December 31, 2023.

The FMP Assistance Program typically occurs in September/October each year and you will receive notice once the online application is available. Please don't hesitate to reach out to us if you have any questions or desire additional information.

Sincerely,

John M.Valdez, AICP Facilities Master Planner

c: Alyce Ramos, Programs Manager, NMPSFA

# **DRAFT**



5-Year Facilities Master Plan/Educational Specifications
2022-2027
April 2022



#### Mission:

Altura Preparatory School will prepare students from all backgrounds with the **academic skills** and **personal character** to become agents for change, ready to reach high levels of success in middle school, high school, and post-secondary pursuits.

We envision a world where students leave school as innovative problem solvers, engaged citizens, and empathetic individuals. At Altura Prep, we make this vision a reality daily.

## **Governing Board:**

Christine Sargent, Board President
Pamela Scanlon, Treasurer
Jake Lujan, Secretary
LeeAnn Ortiz, Member
Nicholas Gordon, Member

## **Steering Committee:**

Tony Brown, Owner, PowerOn Technology
Meaghan Hindman, Co-Director
Lissa Hines, Co-Director
Cynthia Hernandez, Office Manager, Parent
Christine Sargent, Board President
Pamela Scanlon, Board Treasurer
Larry Stroup, Property Manager, Moby Hope Plaza, LLC



## Abbreviations, Acronyms/ Definitions

ADA Americans with Disabilities Act AMOG Annual measurable objectives

AYP Annual yearly progress

CIP Capital improvement projects or plan

EdSpec Educational specifications FAD Facility adequacy database

FMP Facility Master PlanFCI Facility condition indexGC Governing Council

GSF Gross square feet, or the sum of net assignable square feet plus all other building areas that are

not assignable (the area remaining is called "tare," which includes areas such as hallways,

mechanical areas, rest rooms, and the area of interior and exterior walls)

HVAC Heating, ventilating, air conditioning IEP Individualized education program

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

NMAC New Mexico Administrative Code
NMCI New Mexico Condition Index

NMPED New Mexico Public Education Department or PED

PE Physical education

PSCOC Public School Capital Outlay Council PSFA Public School Facilities Authority

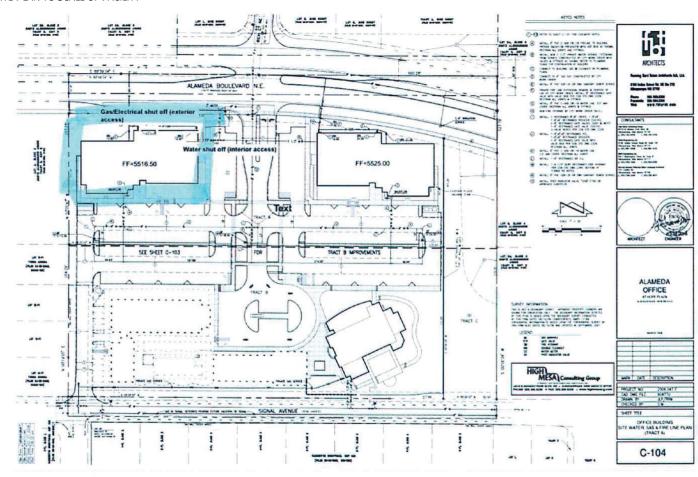
PTR Pupil/teacher ratio
WAP Wireless access point

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#### Introduction

Altura Preparatory School (Altura Prep) is a state- chartered public school serving students in Kindergarten through 5th Grade, located in Albuquerque, NM. Altura Prep offers a rigorous elementary school program aligned with state standards and benchmarks as well as a focus on Science, Technology, Engineering, Arts, and Math (STEAM). The school's innovative model includes a teacher specialization structure in which students rotate to classes for English Language Arts, Mathematics, STEAM, and enrichment daily.

This document is a combination of the Facilities Master Plan (FMP) and Educational Specifications (EdSpec) for Altura Preparatory School Bernalillo County, NM. The intent of the plan is to guide capital planning decisions that support the charter school's educational mission and that meet minimum state adequacy standards for school facilities. The Public School Capital Outlay Council (PSCOC) and the Public School Facilities Authority (PSFA) require that all New Mexico public charter schools develop+ a five-year FMP and EdSpec as a prerequisite for eligibility to receive state capital outlay assistance. This facilities master plan and educational specifications is in accordance with guidance issued by the PSCOC and PSFA. This document identifies specific current and projected facility needs for accommodating the charter school's anticipated five-year enrollment, and forecasts strategies and required resources for implementing those needs. The document is a flexible facility planning tool that the school can revise on a periodic basis as conditions change. The plan identifies capital needs and allocates resources to address the following facility issues: Life/health/safety, Educational and programmatic needs and curriculum needs, Provision for growth, Facility Renewal Needs (renovations/ refurbishment), Educational technology, Energy management.

#### Charter School Overview

Altura Preparatory School was authorized by the Public Education Commission (PEC) on September 1, 2017 for a 6-year contract term.

Planning Year: 2017-2018 First Charter Term: 2017-2023 Charter Enrollment Cap: 396

Physical Address: 8650 Alameda Blvd NE, Bldg 2B

Albuquerque, NM 87122

Building Ownership: Hope Plaza Moby Partnership/Moby Hope Plaza LLC

c/o The Stroup Co.

5600 Wyoming NE Ste. 180 Albuquerque, NM 87109

Altura Preparatory School leases the facility from Moby Hope Plaza LLC.

**Public Facilities**: In May 2019, the school communicated with Albuquerque Public Schools to determine if there were publicly available facilities suitable for the school's needs. Karen Alarid responded that there were not public facilities available. Altura Preparatory School's facility meets e-occupancy and statewide adequacy standards, and the school lease specifies that the owner shall maintain the building to e-occupancy and statewide adequacy standards to comply with the public building requirement.

The school has reviewed Statewide Adequacy Standards and Charter-Alternative Statewide Adequacy Standard Variance.

## **Planning Process**

To create the current Facilities' Master Plan, the school steering committee reviewed data gathered in walkthroughs, stakeholder meetings from the schools' inception, and family feedback from annual surveys, as well as the school's plan for charter renewal, growth, and fulfillment of the school's mission and goals. The school currently leases the facility from Moby Hope Plaza, LLC. Accordingly, the capital plan included in this Facilities' Master Plan focuses on projects that are executable given the current lease status as well as plans to propose a lease-purchase agreement with Moby Hope Plaza, LLC in the next 5 years.

#### Planning Steering Committee:

Name	Role
Christine Sargent	Board President
Pamela Scanlon	Board Treasurer
Meaghan Hindman	Co-Director
Lissa Hines	Co-Director
Cynthia Hernandez	Office Manager, Parent
Larry Stroup	Moby Hope Plaza, LLC
Tony Brown	IT Contractor, PowerOn Technology

# **Existing and Projected Conditions**

## Educational Program and Delivery Methods

Altura Preparatory School's educational program is a full time in-person learning program. Students attend Monday through Thursday, from 8:00 am to 3:00 pm, and on Friday from 8:00 am to 12:00 pm.

#### **Educational Structure**

Grade Levels: K-5

Class size: 22 (all grade levels)

Sample Schedule by grade level band:

K-1	2-5			
Morning Mindfulness	Morning Mindfulness			
ELA (75 min)	ELA (90 min)			
Recess (15 min)	Recess (15 min)			
Math (75 min)	Math (90 min)			
Lunch/Recess (40 min)	Lunch/Recess (40 min)			
STEAM	STEAM (90 min)			
Recess (15 min)	Enrichment (90 min)			
Enrichment (75 min)				
Close Out	Close Out			

Students rotate between three core content teachers (English Language Arts/ELA, Mathematics, and STEAM/Science, Technology, Engineering, Arts, and Math) each day for their core instructional periods. All students also participate in a daily enrichment class.

Altura Prep's school day includes STEAM class, which requires a dedicated classroom.

## Program Philosophy and Facilities

Altura Preparatory School will prepare students from all backgrounds with the **academic skills** and **personal character** to become agents for change, ready to reach high levels of success in middle school, high school, and post-secondary pursuits.

At the end of the next five years of operation, Altura Prep will serve at least 264 students in kindergarten through fifth grade in our current facility, 8650 Alameda Blvd NE, Bldg 2B in Albuquerque, New Mexico. During the school day, students will rotate to different teachers for each core content class- Math, ELA, and STEAM. Students will have 20 – 45 minutes of recess daily, dependent on grade level.

#### **Educational Philosophy:**

Altura Prep approaches our program from a student-oriented perspective. We create a graduate profile of our students, and build our educational program to support students to master the academic and nonacademic competencies they need to be successful after leaving the school.

Students who graduate from Altura Prep:

- love learning
- are curious and ask questions
- are collaborative
- clearly articulate their points of view
- create informed opinions using research and evidence
- connect real-world experiences to what they learn through academic pursuits
- are empathetic
- work hard and persevere through challenges

• are academically prepared to succeed in a middle school, high school, and college or postsecondary pursuit of their choice.

We believe that students achieve these ends through an intentional and rigorous educational program. We are confident that an elevated level of learning occurs when:

- the school environment is welcoming, bright, organized, purposeful, and student-centered
- there are high expectations, and students know what is expected of them through all parts of the day
- students are exposed to diverse learning experiences and people
- students have choice over parts of their learning experiences
- students have strong, positive, and supportive relationships with multiple adults
- teachers plan engaging and rigorous lessons that challenge multiple modalities and learning styles
- teachers use data (observation, formative assessment, and summative assessment) to determine student needs and adjust instruction accordingly using a variety of tools including small groups and technology to personalize learning
- instruction integrates technology, collaboration, and content

Integrating personalized instruction with project-based, experiential instruction in a college focused setting puts all students on a path to success in middle school, high-school and postsecondary opportunities. To this end, Altura Prep focuses on a STEAM-enriched, 1:1 learning environment that integrates 21st century skills across all content areas. Our philosophy is that if we intelligently leverage teacher expertise in content areas, structure each instructional block to provide individualized instruction based on individual student strengths and needs, and integrate strategies to engage and motivate all learners, all of our students have the capacity to be successful, motivated participants in their own education.

Our educational program is designed to ensure that the above components are key parts of our model, and that our instructional methods are implemented in alignment with these key components to reach the outcomes of our mission.

Altura Preparatory School's facility must support the above educational program. Altura Preparatory School will be a 1:1 technology school, providing each student with use of a Chromebook for daily station-rotation based blended learning and project-based personalized instruction. Students will participate in a combination of whole-group, small-group, and individual learning activities. A portion of instruction will be teacher-led, requiring use of whiteboards and posted charts. A more substantial portion of instruction will take place in small groups of students, either led by a teacher or executed by small groups of students independently.

Students will have parts of their day (8am to 3pm) allocated to different rooms and teachers. For example, a student begins his/her day in homeroom classroom for morning meeting. Then, the student transitions to the English Language Arts (ELA) classroom for literacy instruction, which includes a whole

group mini-lesson, small group rotations for guided reading and independent work, and guided writing that takes place in small groups or independently, with the teacher as the facilitator. After ELA, the class travels to Math for a similarly structured block of time. The ELA teacher will then teach a similar lesson to another group of students that have rotated into the classroom. Math likewise includes a combination of whole group, small group, and individual learning activities. Students then have STEAM class in a different room. STEAM is a project-based class in which students work to answer a driving question, create a work product, and present to their peers. The day also includes Enrichment- chess, art, music, PE, etc., lunch, and recess.

Each grade level will require the use of an English Language Arts classroom, a Mathematics classroom, and a STEAM classroom. With scheduling, it is possible that some of these spaces can be shared between grade levels of classes.

Math and ELA classes will incorporate a station rotation, in which students work in small groups and independently on individualized learning plans. Classroom spaces will need to accommodate student tables (K-2) and desks (3-5) and sufficient walking space around the furniture. STEAM classes are project-based, and classrooms will need to be sufficiently large to accommodate this instructional method. Each Friday, the whole school will gather to celebrate academic progress and our core values. A multi-purpose space (for example, cafeteria or multi-purpose room) will ideally accommodate this activity.

#### Extracurriculars

Altura Preparatory School may offer an after-school program or after school club. This program offering will be dependent on the quality of the program itself, and the school may use the Multipurpose room to house such a program.

Altura Preparatory School will not offer after school sports programs in its current space.

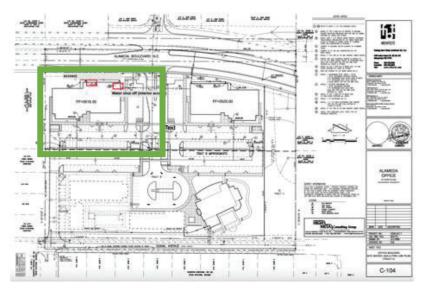
## Anticipated Changes and Needs

There are currently not any anticipated changes to the school's program or location. The school moved during the Summer of 2019 from its' original location at 955 San Pedro SE, and intends to provide continuity of location in remaining in its' current facility for the foreseeable future.

The school plans to work with the landlord to plan and implement additional changes (fencing, gates, equipment) for the school's outdoor spaces to accommodate increased utility of the spaces outside and to protect some of the school's electric and gas hook ups from vandalization.

Site and Facilities

Site Map



\*green outlines school facility, red indicates utility shut off locations

## Site Description

Altura Preparatory School occupies the West Building of Hope Plaza at 8650 Alameda Blvd NE. The school location is separated from the other Hope Plaza buildings by a designated parking area (noted by School Parking signs) and movable barriers that are up during the school day. The school building is a two-story structure and is occupied only by the school itself. The school includes a fenced play area that includes a playground and a blacktop accessible through an exterior gate and through the building itself. The surrounding vegetation and sidewalks are maintained by the Hope Plaza COA.

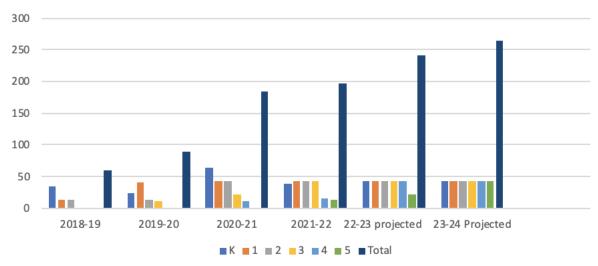
### Site Location

Altura Preparatory School is located on Alameda Blvd NE, between Barstow Ave and Ventura Ave. The school opened in SE Albuquerque and moved in the Summer of 2019. The school endeavors to serve a diverse population of students and enrolls families from 14 zip codes.

# Enrollment and Charter School Cap Enrollment Summary: 2018- Present

Year	K	1	2	3	4	5	Total
2018-19	35	13	13				59
2019-20	25	41	13	11			90
2020-21	65	44	43	21	11		184
2021-22	38	43	43	43	16	13	196
2022-23	44	44	44	44	44	22	242
projected							
2023-24	44	44	44	44	44	44	264
Projected							

# Altura Prep Enrollment 2018-2022



Enrollment Cap: 396

#### Relevant Factors Influencing Enrollment

The school will not be able to reach the full enrollment cap of 396 in the current facility if the school is to also utilize the space to achieve the educational program goals outlined above. Though the e-occupancy of the school accommodates up to 499 students, the school's program requires more square footage than the minimum for each student in order to have the range of classroom learning environments the school plans for each grade level. Accordingly, the facility limits enrollment to 2 classes of 22 per grade instead of the 3 classes of 22 per grade outlined in the enrollment cap.

## Capacity and Utilization Analysis

#### Capacity Analysis

#### Maximum Capacity

E Occupancy = 499 (without portables).

There is no land on which to place portables.

#### Maximum Functional Capacity

The maximum number of students that would fit in the facility while allowing the core functions of the school to occur is 286. (Calculation based on 22 students per classroom for 13 classrooms, allocating the 2 remaining full size classrooms for STEAM and enrichment activities that cannot take place in a general education classroom.)

## Utilization Overview for Existing Facility

#### Classroom Data

Space	Quantity
General Kindergarten Classrooms	2
General Grades 1-5 Classrooms	11
Specialty Classrooms	2
Portable Classrooms	0
TOTAL Classrooms	15
Other Specialty Instructional Spaces	2 (MPR, small group
	instruction)
Classroom Deficiency/Surplus	NA

## **Specialty Facility Spaces**

Space	Quantity		
Administrative Offices	3		
Student Health Spaces (Isolation, Health	2		
Office)			
Multipurpose Room	1		
Staff Work Room	1		
Book room	1		
STEAM work room	1		
Small group instruction room	1		

## Utilization Rate and Special Factors

Altura Preparatory School's lease provides for phased in occupancy. As the school increases enrollment through planned grade level expansion, the school leases the space necessary to accommodate the increased numbers of students. Once the school reaches full grade level growth (K-5) and enrolls 2 classes at each grade level (12 classes), the school will utilize all 14 classroom spaces and 100% of the space in the school building.

The school STEAM program requires designated classrooms to support the instructional practices for that program. Thus, these spaces must remain designated for STEAM.

#### Facility and Enrollment

The facility provides sufficient space to successfully implement the school's educational program. As previously noted, the school's enrollment cap of 396 exceeds the available space in the current facility.

## Proposed Facility Requirements (Ed Specs)

There is currently no proposed facility- Altura Preparatory School's current facility allows the school to implement the school's educational program, and enrollment has not yet reached the point where the school has "outgrown" the facility.

## **Facility Concepts**

**Space Requirements** 

Waived Adequacy Standards

## Capital Programs

Available Funding for Capital, Systems, Security, and Technology

## Overview of Funding History

Altura Preparatory School has received the following funding beginning in 2018 (opening year):

Altura Preparatory School								
School Year	<b>▼</b> Special	Capital Outlay-State	Public School Capi	tal Outlay(Lease Assistance)	Capita	l Improvements SB-9 Local 🔻	SB-9 St	ate Match Cash
2018-2019	\$	45,000.00	\$	80,988.00	)			
2019-2020	\$	145,000.00	\$	42,969.00	\$	19,648.00	\$	1,454.00
2020-2021	\$	63,485.00	\$	66,509.00	\$	31,461.00	\$	1,454.00
2021-2022	\$	65,000.00	\$	136,060.00	\$	71,943.00	\$	2,459.00

#### Current Available Financial Resources

#### Maintenance

Altura Preparatory School maintains certain components of the school through general custodial labor, paid through operational funding. Additional maintenance on building systems is managed and paid for by the owner/landlord as a part of the school's lease agreement.

#### Fund Sources:

Operational

#### **Capital Needs**

Annually, the school identifies capital needs for removeable assets that will allow the school to more effectively implement its' program in the facility it occupies. The school applies for and is generally granted funds for capital outlay. Such projects have included:

- purchase and installation of a playground structure
- purchase and installation of IT hardware
- purchase of supplies to furnish and equip classrooms with sufficient furniture and instructional equipment

Fund Sources:

- Capital Outlay (legislative appropriation)
- HB-33 Funds
- SB-9 Funds
- E-rate applications

## **Security Needs**

The school has installed monitored cameras and limited entry access keypads throughout the school building and entry/exit points.

The school is also planning installation of a monitored and alarmed security system.

Funding sources:

Operational (for ongoing system monitoring)

- Capital Outlay
- SB-9
- HB-33

#### **Systems Needs**

All systems required for e-occupancy and statewide adequacy standards are maintained by the owner/landlord.

**Funding Sources:** 

- Not applicable

#### Technology/Broadband

Altura Preparatory School maintains informational technology infrastructure through a combination of Capital Outlay funding (to provide for equipment and installation of removable infrastructure needs not provided for by e-rate) and E-Rate funding.

Category 1 broadband internet access is reimbursed through our e-rate process and internet provider, Comcast.

Annually, the school conducts a needs assessment for Category 2 expenses.

#### **Funding Sources:**

- Capital Outlay
- E-Rate

## Planning Strategy

#### Lease

Altura Preparatory School leases the school facility from Moby Hope Plaza, LLC.

The school maintains an e-occupancy certificate, issued on January 10, 2014.

The school and landlord have preliminarily discussed the opportunity for a lease-purchase arrangement.

#### **Building Maintenance Needs**

Landlord shall assure that the Premises meets the statewide adequacy standards developed pursuant to the Public School Capital Outlay Act and shall pay for any work required to assure such statewide adequacy standards for charter schools and in addition will perform those maintenance obligations as set out in the lease agreement:

**Year 1**: Landlord shall paint the entire ground floor and professionally clean all flooring on the first floor.

**Year 3**: Landlord shall paint the entire upstairs floor and professionally clean all flooring on the second floor.

Landlord shall be responsible for all repairs and maintenance of all structural components, roof and foundation. All plumbing, heating and air conditioning equipment shall be in good working order upon lease commencement of the Term. Landlord shall provide a one-year warranty on these systems. In addition, Landlord shall be responsible for any Capital Repairs on HV AC, plumbing and electrical throughout the lease. Capital Repairs shall be repairs costing more than \$2,000/incident (not including Tenant's contracted preventive maintenance for HVAC services).

## Planning Implementation

#### **Prioritization Process**

School administrators, based on facility data and staff, parent, and community input, create initial facilities priorities to present to the school Governing Council each year. Depending on the priority, plans are presented to the landlord for systems-based improvements, or prioritized as part of the school Capital Outlay applications, E-rate applications, and other funding sources based on level of need. Highest need areas are those impacting day to day operations (systems), next priority relates to student safety and security, and subsequently the school's ability to provide the highest level of educational program possible.

#### **Priorities for Capital Improvement**

<u>FY22:</u> install a school-wide monitored alarm security system and additional fencing to limit access to school entry points

<u>FY23:</u> install additional equipment for recreational and STEAM-based activities in school outdoor spaces

## **Systems- Based Projects**

Together with Moby Hope Plaza, LLC, Altura Preparatory School will review systems needs annually to determine priorities for school systems. As of January 2022, all systems have been reviewed and meet standards.

## **Security- Based Projects**

Install school-wide monitored alarm security system and additional fencing to limit access to school entry points.

Install schoolwide intercom and speaker system, with bells, to allow for more streamlined emergency announcements.

#### Funding sources:

- Capital Outlay legislative appropriation

## **Broadband Projects**

Upgrade school internet to Fiber Cable.

**Funding Sources:** 

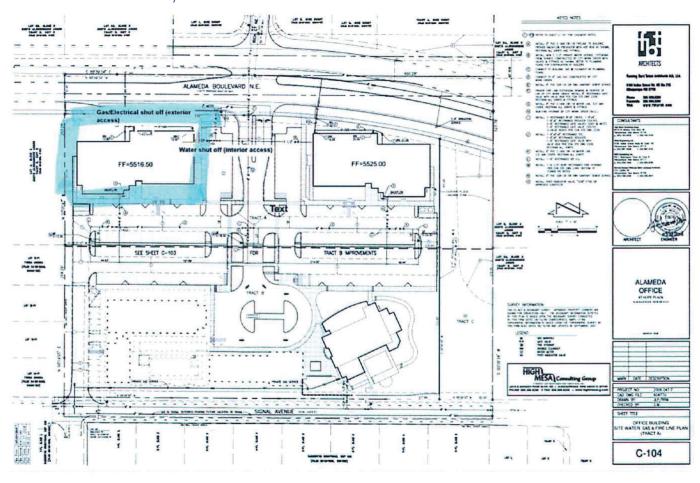
- E-rate category 1

#### Maintenance:

Maintain roofing systems to avoid additional leaks *Funding*:

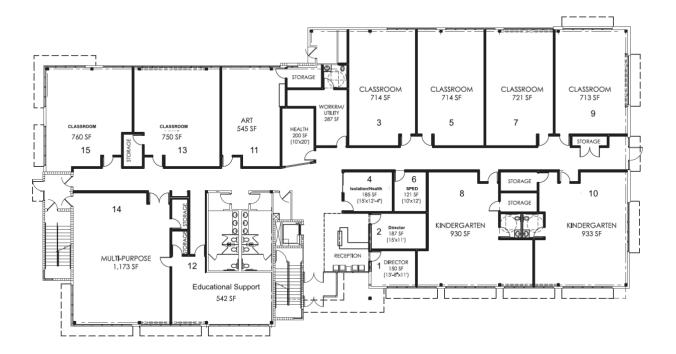
- Landlord maintains

# Technical Appendix Site Plan to Scale of Facility

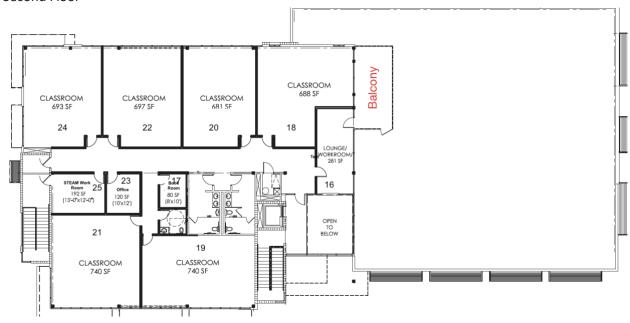


# Floor Plan to Scale

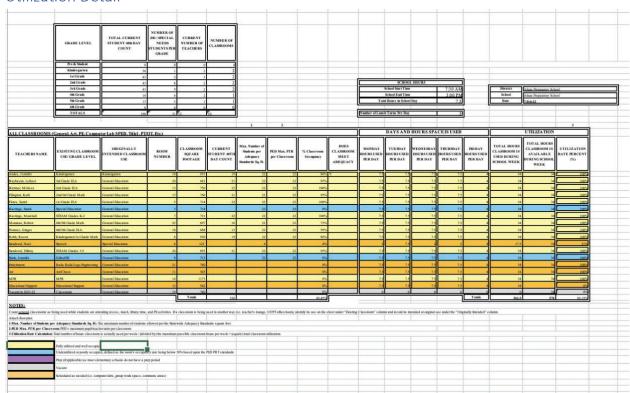
## First Floor



#### Second Floor



## **Utilization Detail**



# Existing FMAR

See attachments

https://drive.google.com/drive/folders/1p 5B-2D2uT6WmUU6R3oOiF-pQ3FuRqoR?usp=sharing

## Technology Plan

"A technology plan serves as a bridge between traditional established standards and classroom practice. It articulates, organizes, and integrates the content and processes of education in a particular discipline with appropriate technologies. It facilitates multiple levels of policy and curriculum decision-making, especially in school districts, schools, and educational organizations that allow for supportive resource allocations."

## Student and Staff Devices

All staff receive a school dedicated Dell laptop or MacBook upon commencement of their contract. All students have access to a designated Dell Chromebook device with personalized login information.

#### Device Management

All devices are registered and managed remotely to ensure security. Staff and students have a personalized login to their device that can be reset and accessed by IT staff. Devices are updated regularly to ensure program compatibility.

## Classroom Technology

All classrooms are equipped with

- Apple TV
- Digital projector, mounted overhead
- iPad
- Wall mounted flat screen TV
- Cart to store student Chromebooks

All classrooms maintain adequate proximity to an internet drop to ensure consistent and rapid internet access.

#### Internet

School needs warrant access to high-speed internet throughout the building and as far onto the grounds as possible. 1000MPS fiber.

#### E-Rate

Altura Preparatory School applies annually for E-Rate discounts for Category 1 internet service. In 2022-23, the school will upgrade from coax cable internet to fiber internet. Costs will be covered through E-rate applications annually.

# **Energy Management Plan**

N/A

## Additional Supporting Material

None