

New Mexico Public Education Commission



2022 Charter School Renewal Application Part E: Facilities

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

Approved by the Public Education Commission: March 18, 2022

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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.

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: Horizon Academy West

Facilities Narrative

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

<p>School response: HAW has occupied its location since 2013; that being 3021 Todos Santos Road NW, Albuquerque, NM. Constructed in 2002 for commercial use, the nonprofit HAW Foundation renovated and built an addition prior to the school's occupation of the building. The Foundation owns the building and the land. The school has a lease-to-purchase agreement with the Foundation; this agreement is in compliance with HB-283, which states that all charter schools must be housed in public facilities. The school is comprised of a single-story Main Building and a one-story Gymnasium Building. The Main Building contains two classroom wings, offices, a media center, a library, a multipurpose space, a kitchen, and an administrative suite. The Gymnasium Building features a multipurpose room, an office, and a classroom. In addition to preventative maintenance of the building, some long-term projects include an accessible curb-cut at the gate of the field, renovating and expanding the kitchen, replacing</p>
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and improving campus signage, and purchasing adjacent land to expand our preschool and parking spaces.

Appendices

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

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

Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

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

Building Address 3021 Todos Santos St NW Phase II

Zip 87120

Portion of Building Addition _____

Use Classification Commercial Project

Bldg. Permit No. 201292962

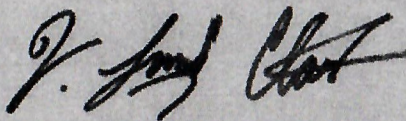
Occupancy Group E

Type of Construction VB Sprinkled

Land Use Zone SU 1

Owner of Building Horizon Academy Foundation

Address: 1900 Atrisco Rd NW Albuquerque, NM 87120



By: Katrina Sigala

Date: October 1, 2013

V Land Clark
Chief Building Official

IBC Code Year: 2009

POST IN A CONSPICUOUS PLACE

MAXIMUM OCCUPANT LOAD: 939



Martica Casias | Executive Director
Ryan Parks | Deputy Director

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

September 14, 2022
Carissa Cantrell, Director
Horizon Academy West

RE: Horizon Academy West

VIA E-MAIL

Ms. Cantrell,

Based on the 2022-2023 Final Ranking, Horizon Academy West has a current wNMCI score of **39.20%**.

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

Respectfully,

Alyce Ramos, Programs Manager
Public School Facilities Authority



LEASE PURCHASE ARRANGEMENT

Between

HORIZON ACADEMY FOUNDATION

A non-profit corporation,
as Lessor

and

HORIZON ACADEMY WEST

A New Mexico public charter school

as Lessee

Dated as of June 1, 2017

THIS LEASE PURCHASE ARRANGEMENT (this "Agreement"), is made this 1st day of June, 2017, between Horizon Academy Foundation, a New Mexico nonprofit corporation ("Lessor"), and Horizon Academy West, a New Mexico public charter school ("Lessee").

Recitals

A. Lessee is a New Mexico state-chartered charter school, authorized to enter into "lease purchase arrangements" under the New Mexico Public School Lease Purchase Act, Sections 22-26A-1 to 22-26A-20 NMSA 1978 (the "Lease Purchase Act").

B. On March 21, 2016, at a special meeting called for the purpose of considering the acquisition of the School Site located at 3021 Todos Santos N.W., Albuquerque, New Mexico 87120 (Exhibit "A"), through the lease purchase arrangement described in this Agreement, the Governing Council of Horizon Academy West, determined pursuant to Sections 22-26A-6(B)(1) and (6) NMSA 1978 that a lease-purchase arrangement is necessary and in the best interest of Lessee.

C. This Agreement, once fully executed, replaces and supersedes the Amended and Restated Lease Agreement between the Lessor and the Lessee dated October 4, 2012.

Agreement

ARTICLE I DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.

"Agreement" For purposes of this lease purchase arrangement, whether denominated "Lease Agreement with Option to Purchase or otherwise, and for purposes of all appertaining exhibits and documents, the term "Agreement" shall have the same legal meaning and effect as either the term "Lease Purchase Arrangement" or "Financing Agreement," as these latter two terms are defined in NMSA 1978, Section 22-26A-3(A) (2015).

"Agreement Payment" means any payment due from Lessee to Lessor under this Agreement.

"Base Rent" means a sum equal to the amounts provided in Exhibit D ("Base Rent"), payable monthly on the twentieth (20th) day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement.

"Capital Outlay Act" means the Public School Capital Outlay Act, Chapter 22, Article 24 NMSA 1978.

"Charter Schools Act" means the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

“Commencement Date” has the meaning assigned in Section 4.1.

“Department” is the New Mexico Public Education Department.

“Escrow Agreement” means the agreement titled “Horizon Academy West Agreement for Deposit and Disbursement of Rents Pursuant to Lease-Purchase Agreement” executed simultaneously with this Agreement a copy of which is attached hereto as Exhibit B.

“Improvements” means any building(s), capital improvements and other facilities on the School Site.

“Lease Purchase Act” means the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978.

“Lessee Representative” means the President of the Governance Council or other designated person delegated the authority to act on behalf of Lessee under or with respect to this Agreement as evidenced by a document conferring such authority executed by the Lessee’s governing body and delivered to Lessor or Lessor’s Representative.

“Lessor Representative” means the person acting with proper authority to administer and transfer property with respect to this Agreement as evidenced by a document conferring such authority executed by an officer of Lessor, given to Lessee or a Lessee Representative.

“Net Proceeds” means any insurance proceeds or condemnation award paid with respect to the School Site, remaining after payment therefrom of all expenses incurred in the collection thereof.

“Outlay Council” means the New Mexico Public School Capital Outlay Council.

“Option to Purchase” means the right of Lessee to purchase the School Site in accordance with the terms of Article VI.

“PSFA” means the New Mexico Public School Facilities Authority.

“School Site” means the certain parcel of land as described on Exhibit “A” and any Improvements as described in the Site Plans and Floor Plan attached as Exhibit “C”.

“Term” means the term of this Agreement, including any renewal term.

“State Adequacy Standards” means the standards set forth by the Public School Capital Outlay Council in 6.27.30.1 NMAC, *et seq.* or any successor provisions and includes applicable waivers given to charter schools in general or variances granted to the Lessee specifically.

Section 1.2 Exhibits.

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

Exhibit A – Legal Description of Land

Exhibit B – Escrow Agreement

Exhibit C – Site Plans and Floor Plan

Exhibit D – Base Rent payment schedule

Exhibit E – Planned funding sources and Budget to make Base Rent

Exhibit F– Copy of the New Mexico Public Education Department's and Public School Facilities Authority's approval of this Agreement.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

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

(a) Lessee is a duly formed and validly existing public school, formed and existing under the Charter Schools Act.

(b) State law authorizes Lessee to lease, operate, maintain and purchase the School Site, to enter into this Agreement and the transactions contemplated herein, and to carry out its obligations under this Agreement subject to the limitations and conditions stated and the availability of sufficient appropriations and revenues therefor.

(c) The representatives of Lessee executing this Agreement have been duly authorized to execute and deliver this Agreement under the terms and provisions of a resolution of Lessee's governing body or by other appropriate official action.

(d) The Lessee has complied with the New Mexico Open Meetings Act, NMSA 1978, §§10-15-1 *et seq.*, with respect to this Agreement and acquisition of the School Site, and all other state and federal laws applicable to this Agreement.

(e) Except as otherwise provided under the terms of this Agreement, Lessee will not transfer, lease, assign, mortgage or encumber this Agreement or the School Site.

(f) Lessee will use and occupy the School Site for the primary purpose of a public school and related activities thereto and for such other public purposes as may be lawfully authorized or permitted by the Lessee.

(g) Lessee will conform and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations in using the School Site and will not use or suffer to be used the School Site in any manner which contravenes any applicable municipal, state or federal ordinance, law, rule or regulation, or so as to create any nuisance.

(h) Lessee will use its best efforts to make its final payment for the School Site from Lessor with funds obtained from grant assistance from the Outlay Council or from other available revenue or funding sources at the earliest possible time, but in no event later than thirty (30) years from the date the Agreement is executed.

Section 2.2. Representations, Covenants and Warranties of Lessor.

Lessor represents, covenants and warrants as follows:

(a) Lessor is a non-profit corporation duly organized, existing and in good standing under the laws of the State of New Mexico and has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement; and is possessed of full power to own and hold real and personal property, and to lease the same and has duly authorized the execution and delivery of this Agreement.

(b) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated hereby and thereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party.

(c) Lessor warrants that it is in good standing pursuant to the terms of any underlying mortgage or obligations affecting the School Site.

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

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

ARTICLE III AUTHORIZATION OF AGREEMENT

Section 3.1. Agreement. Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor, upon the terms and conditions set forth in this Agreement. This Agreement, once fully executed, supersedes any prior Lease Agreement for the School Site, between the parties.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants with respect to the School Site, to provide Lessee during the Term with quiet use and enjoyment of the School Site, and Lessee shall during the Term peaceably and quietly have and hold and enjoy the School Site, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Section 3.3. Lessor Access to School Site. Lessee agrees that during the term of this Agreement following the Commencement Date of this Agreement, Lessor shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that the School Site is being properly

maintained, preserved and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by Lessee to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations or additions to the School Site.

Section 3.4. School Site. The School Site is the real property described on Exhibit "A." and any Improvements.

ARTICLE IV TERM OF AGREEMENT

Section 4.1. Term. The Term shall commence upon the execution of this Agreement by the Parties after approval of the Department and the PSFA ("Commencement Date") and continue for twenty-eight (28) years, three (3) months ("Term").

Section 4.2. Termination of Term. The Agreement will terminate upon the occurrence of the first of the following events:

- (a) the purchase of the School Site by the Lessee pursuant to Article VI of this Agreement;
- (b) a default by Lessee and Lessor's election to terminate this Agreement pursuant to Article XI; or
- (c) a default by Lessor and Lessee's election to terminate this Agreement pursuant to Article XI;
- (d) if sufficient money is not available to meet any current lease payment; or
- (e) Lessee's charter is revoked by its authorizer and said revocation is not reversed on appeal prior to the effective date of the charter revocation.

Section 4.3. Effect of Termination of Term. Upon termination of the Agreement the remedies shall be as set forth in Article XI.

Section 4.4. Lien on Real Property by Lessee. If the State or Lessee's funds, above those required for lease payments, are used to construct or acquire Improvements after the Commencement Date, the cost of such Improvements shall constitute a lien on the School Site in favor of the Lessee and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title at the option of the Lessee: (1) the Lessee may foreclose the real estate lien as created by NMSA 1978, §22-26A(5)(H); or (2) the current market value of the School Site or other real property at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Agreement shall be paid to the Lessee. The priority of any such lien shall be determined according to New Mexico law.

Section 4.5 Continuation. Pursuant to NMSA 1978 §22-26A-5(I) the parties agree that there is no legal obligation for the Lessee to continue this Agreement from year to year or to purchase the School Site.

ARTICLE V AGREEMENT RENTAL PAYMENTS

Section 5.1. Agreement Payments.

(a) Lessee agrees to pay Lessor and Lessor agrees to accept as full rent payment for the premises a sum equal to the amounts provided in Exhibit D ("Base Rent"), payable monthly on the twentieth (20th) day of the first month following the Commencement Date and each succeeding month throughout the term of the Agreement. Any partial month will be calculated on a pro rata basis.

(b) The Base Rent as stated in Exhibit D, specifies the principal and interest component of each payment made under the Agreement. Upon receipt by the Lessor of each payment of Base Rent, the Lessor shall apply the amount of each Base Rent payment to principal and interest as shown on Exhibit D, thereby reducing the purchase price for each succeeding Option Date as defined in Section 6.2. The interest rate is as stated in Section 6.4.

(c) Lessee and Lessor agree that the Base Rent payments, as used in this Section 5.1 hereof, include a payment to establish a Repair and Replacement Fund, for extraordinary repairs and maintenance, including structural components, repair and replacement of major system components (electrical, plumbing and HVAC) or such other repairs and maintenance the Lessor deems necessary to keep the condition of the School site in compliance with all requirements of applicable law. The Lessor's obligations for maintenance and repairs shall not exceed the balance of the Repair and Replacement Fund as of date the necessity of said maintenance or repair arises. The Repair and Replacement Fund shall not be used for payments of taxes, routine repair, maintenance, operating expenses and the like which are otherwise obligations of Lessee as Operating Expenses under the terms of Section 7.1 of this Agreement.

(d) The Base Rent and other obligations payable by the Lessee under this Agreement shall constitute currently appropriated expenditures of the Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of the Lessee or a mandatory charge or requirement against the Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.

Section 5.2. Additional Rent. In addition to the Base Rent as defined above, the School shall pay Additional Rent during this Agreement as herein provided. The Additional Rent during the Term of this Lease shall be estimated annually by the Lessee and shall be in an amount sufficient to pay the following costs during the next ensuing Fiscal Year: (i) the reasonable fees and expenses of the Lessor related to the School Site and Improvements; (ii) the cost of Lessor's insurance premiums; and (iii) all other costs expressly required to be paid by the Lessor, if any, as Additional Rent hereunder. The Additional Rent may be adjusted during the Term of this Lease in the discretion of the Lessor and with the consent of the Lessee. In the event Lease term is extended for next ensuing Fiscal Year, the School's obligation under this Lease to pay Additional Rent during such Fiscal Year shall be limited to the amount so appropriated for Additional Rent and any amounts subsequently appropriated by supplemental appropriation for payment of Additional Rent during such Fiscal Year. Additional Rental obligations in excess of the amounts so appropriated shall in no event be due or owing from the School. As used herein, "Fiscal Year" means the School's fiscal year, which begins on July 1st of any year and ends on June 30th of the following year.

Section 5.3. Escrow Account. The School shall make all payments due under this Agreement as set forth in Sections 5.1 and 5.2 into an Escrow Account pursuant to the terms and conditions of the Escrow Agreement attached hereto as Exhibit B.

ARTICLE VI CONTINGENT OBLIGATION TO PURCHASE

Section 6.1. Option to purchase. In consideration of the agreements, promises and covenants made in this Agreement, and other good and valuable consideration received, Lessor grants to Lessee the option to purchase the School Site upon the terms and conditions set forth in this Agreement.

Section 6.2 Accelerated Sale and Transfer. Lessee may acquire the leased property only on an option date. The term "Option Date" shall be August 20 of each year after the Commencement Date and the corresponding date in each year thereafter. If the sale and transfer of the property is not completed on or prior to last Option Date the option to purchase shall expire and thereafter and be of no further force or effect.

Section 6.3 Notice of sale and transfer. Lessee's election to proceed to sale and transfer of the property on an Option Date must be evidenced by a written notice addressed to Lessor, sent by registered or certified mail to Lessor's office or to any other place designated by Lessor by written notice to Lessee. Such written notice must be given not less than 12 months before the Option Date on which the option is to be exercised and sale and transfer is to occur.

Section 6.4 Purchase Price on Exercise of Option: The Purchase Price for the School Site shall be \$6,432,500 of principal as of June 1, 2017 upon which interest shall accrue at an annual rate of 5.25% per annum on principal amounts due on September 1, 2022 and at 6.00% per annum on the balance of the principal amount in accordance with the schedule attached at Exhibit D. The interest rate does not to exceed the maximum permitted by the Public Securities Act, Section 6-4-1 through 6-14-3 NMSA 1978. The price to be paid by Lessee to Lessor for the School Site on an Option Date shall be the principal balance of the unpaid purchase price as of that Option Date, as set forth in the schedules attached at Exhibit D, plus any accrued and unpaid interest plus expenses described in Section 6.5. below.

Section 6.5. Expenses, mortgage. The Purchase Price to be paid to Lessor, as provided above, shall be a net amount to Lessor, and all expenses in connection with the transfer of the School Site, including, but not limited to, title insurance, recording fees, documentary stamps, and all other closing costs, shall be divided evenly by Lessor and Lessee. The Purchase Price shall be paid by Lessee in cash to Lessor concurrently with the conveyance of the School Site by Lessor to Lessee.

Section 6.6. Transfer of title. Except as provided below, at closing Lessor shall convey the School Site to Lessee free and clear of any mortgage, indenture or other encumbrance. Any such transfer shall be effected by a special warranty deed by Lessor.

Section. 6.7 First mortgage. Lessee's rights under this option are and shall be subject and subordinate to any mortgage (including a consolidated mortgage), indenture or deed of trust constituting a first lien on the School Site, or any part thereof, whether such mortgage, indenture or deed of trust has heretofore been, or may hereafter be, placed upon the School Site to secure an indebtedness to any savings bank, bank, trust company, or other institutional lender, private or public for the purchase of the School Site and Improvements on the Land, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage or deed of trust. This subordination is limited and relates only to a first mortgage securing an indebtedness that will not

on any Option Date exceed the price at which this option may then be exercised on that date, as herein provided. This subordination shall be self-operative and no further instrument of subordination shall be required. Lessee shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage or deed of trust to contain provisions requiring the holder of the indebtedness secured by mortgage or deed of trust to mail to Lessee by registered mail, addressed to Lessee at its office as set forth in this lease, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust to Lessor. Notwithstanding the provisions of Section 6.3, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage or deed of trust as herein provided after the First Option Date, exercise this option at the following option price: the amount which would have been payable, as provided in Section 6.5, at the next succeeding option date, plus 1/365ths of the difference between that amount and the amount which would have been payable, as provided in Section 6.5, at the last preceding option date, multiplied by the number of days remaining between the settlement date and the next succeeding option date. Notwithstanding the provisions of this Article 6, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage or deed of trust as herein provided before the first Option Date, exercise this option by paying the then-outstanding principal amount of the debt secured by mortgage, indenture or deed of trust plus any accrued and unpaid interest plus any amounts necessary to pay all amounts due to the first call date the indebtedness secured by the mortgage, indenture or deed of trust.

Section 6.8. Performance of lease. The right to exercise this option is conditioned upon the faithful performance by Lessee of all its covenants, conditions, and agreements under this lease, and the payment by Lessee of all Base Rent and Additional Rent, and other special payments as provided in this lease to the date of the completion of the purchase of the School Site by Lessee.

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

Section 6.10. Security deposit. The parties stipulate that no security deposit was paid by Lessee as part of this agreement and none is required.

Section 6.11. Priority. This option shall be a covenant running with the land described above, and no conveyance, transfer, easement, or encumbrance of such land shall defeat or adversely affect this option.

Section 6.12. Assignment of option, binding effect. As provided in NMSA 1978, §22-26A-5(K), with prior approval of the Lessor, which shall not be unreasonable withheld, this Agreement may be assigned, without costs to the Lessee and with all of the rights and benefits of its predecessor in interest being transferred to the assignee, to a school district or charter school; or the state or one of its institutions, instrumentalities or other political subdivision.

Section 6.13. Prepayment. The amounts due under this Agreement are subject to prepayment at the option of the Lessee at such time or times and upon such terms and conditions, with or without the payment of such premium or premiums as determined by the Lessee's Governing Council. Beginning with the first Option Date, the parties may proceed to closing on purchase at any time without assessment of costs, expenses or penalties except that Lessee agrees to pay any prepayment amounts required by any loan secured by the Land and Lessor's Improvements.

ARTICLE VII MAINTENANCE AND INSURANCE

Section 7.1. Maintenance and Facility Costs. Lessee shall at all times during the Term maintain, preserve and keep the School Site in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the School Site in such condition. This Lease is intended to be and shall be construed consistently with it being an absolute net lease with Lessee paying all expenses related to the School Site, including without limitation, (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs including routine repair and replacement of roof, structural components, HVAC, and carpet and/or tile; and (iii) all other costs associated with operation, repair and maintenance of the School Site (collectively, "Operating Expenses"). Portions of Operating Expenses may be, at Lessor's option, paid by Lessee directly to the third parties who are owed certain amounts included in Additional Rent (e.g. insurance companies, taxing authorities, utility companies).

Section 7.2. Removal of Improvements. Except as provided for in Section 4.3.c. and 9.3, Lessee hereby agrees and covenants with Lessor that any and all alterations, additions, and improvements, except moveable furniture, equipment, portable or modular buildings and such other items of personal property that are removable from the wall, ceiling and floor surfaces without causing damage to such surfaces, shall become a permanent part of the School Site at the termination of this Agreement, if not removed by the Lessee. If Lessee fails or refuses to remove any improvements that can be removed, Lessor shall not be liable for the value or cost of those improvements as may be contemplated by Section 4.3c. Lessee agrees that if such Improvements are removed at the termination hereof, it will repair or restore the area of such surface, if removal of Lessee's personal property creates an unsightly condition, by capping any electrical outlets and concealing any surface areas where personal property, such as counters or shelving, may have been stabilized by attachment to such surfaces.

Section 7.3. Lessee's Insurance Obligations.

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

(b) Property Insurance. Subject to the availability of such coverage from NMPSIA, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect

during the term of this Agreement and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions and improvements in an amount equal to their replacement values. Lessor and lending institution(s) of record shall be named as additional insureds and loss payees on the Property Insurance Policy and shall be provided with a copy of this policy annually on the anniversary date of the Policy. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and use the insurance proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the School Site. If for any reason Lessee is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and Lessee shall pay the premiums of such insurance as Operating Expenses.

Section 7.4. Worker's Compensation Insurance. If required by state law as of the Commencement Date, Lessee shall carry worker's compensation insurance covering all of its respective employees on, in, near or about the School Site and upon request, shall furnish certificates to the Lessor evidencing such coverage.

Section 7.5. Liens. Except as provided in Section 4.3, neither Lessee or Lessor shall directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Improvements, other than the respective rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided in this Article, Lessor and Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, other than existing mortgages or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim which arose during the control of the School Site. Nothing herein shall limit the Lessor's right to refinance or restructure debt against the property, however, no refinance or restructure shall impair Lessee's rights under the terms of this Agreement. Lessee covenants and agrees to execute and deliver, upon demand, such further reasonable instrument or instruments subordinating this Lease to the lien of any mortgage or mortgages as shall be desired by Lessor and any mortgagees or proposed mortgagees, provided such documents contain commercially reasonable non-disturbance agreements. Lessor shall, within 30 days of refinancing or restructuring provide notification to Lessee with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation and Lessor shall pay for any of Lessee's costs associated with said refinancing.

ARTICLE VIII CONDEMNATION; USE OF NET PROCEEDS

Section 8.1. Condemnation. In the event that all or any portion of the School Site or Improvements are condemned by any governmental body or agency other than Lessee under power of eminent domain or is sold under threat of condemnation to any public body other than Lessee prior to purchase of the School Site by Lessee, Lessor shall be entitled to all compensation awarded, less an amount equal to the Lessee's principal payments made to date in accordance with Article VI., plus the value of any improvements placed on the School Site by Lessee pursuant to Section 9 herein, which portions of the compensation awarded shall be paid to Lessee.

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

ARTICLE IX LESSEE'S IMPROVEMENTS, EQUIPMENT AND WARRANTIES

Section 9.1. Improvements to School Site. The Lessee, at its own expense, may remodel, or make additions, modifications or improvements to, the School Site, provided that (i) such remodeling, modifications and additions (A) shall not in any way damage the School Site as it existed prior thereto and (B) shall become part of the School Site, subject to the provisions of Section 9.3; (ii) the value of the School Site after such remodeling, modifications and additions shall be at least as great as the value of the School Site prior thereto; and (iii) the School Site, after such remodeling, modifications and additions, shall continue to be used as provided in and shall otherwise be subject to the terms of this Agreement. If the School makes capital improvements to the School Site or other after acquired real property that is covered by this Agreement, there shall be no additional financial obligations without a written amendment approved by the Department.

Section 9.2. Installation of Lessee's Equipment. Lessee may at any time and from time to time in its sole discretion and at its own expense, install items of movable machinery, standard office partitions, railings, doors, gates, counters, cabinets, lighting fixtures, signs and such other furnishings and equipment as may in Lessee's judgment be necessary for its purposes in or upon the School Site. All such items shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the School Site resulting from the installation, modification or removal of any such items upon termination of this Agreement for any reason other than purchase of the School Site by the Lessee. Nothing in this Agreement shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the School Site.

Section 9.3. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor will assign to Lessee, all of its interest, if any in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied, issued on or applicable to the School Site, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall

such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.4. Disclaimer of Warranties. Upon acceptance of the School Site by the Lessee, Lessor makes no warranty or representation except as stated in Section 9.4, either express or implied, as to the value, design, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

ARTICLE X ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 10.1. Assignment. Neither party shall assign its interests in this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed. Any consent by a party to any assignment shall not operate as consent to any further assignment, and any further assignment shall be subject to the prior written consent of the other party in accordance with the provisions of this Section 10.1. Unless otherwise agreed, no assignment permitted hereunder shall relieve a party from liability for the performance of its obligations under this Agreement for the remainder of the then current term.

With the prior approval of the Lessor, which shall not unreasonably be withheld, the Lease Purchase Arrangement is assignable, without cost to the charter school and with all of the rights and benefits of its predecessor in interest in being transferred to the assignee, to: (1) a school district or charter school; or (2) the state or one of its institutions, instrumentalities or other political subdivisions.

Nothing in this Section 10.1 shall be deemed to prohibit, limit or restrict the Lessee's power to enter into joint powers agreements as provided in Sections 11-1-1 et seq. NMSA 1978, as amended for shared use of the School Site.

Section 10.2. Restriction on Mortgage or Sale of School Site by Lessee. Prior to closing on purchase of the School Site, Lessee will not mortgage, sell, assign, transfer or convey the School Site or any portion thereof without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

Section 10.3. Title. Upon the purchase of the School Site by Lessee pursuant to Article VI. of this Agreement, Lessor shall transfer its interest in the School Site to Lessee by standard form special warranty deed free and clear of any encumbrances, except those specifically accepted by Lessee.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, with respect to the School Site, any one or more of the following events:

(a) Failure by Lessee to make any payments under this Agreement as and when due, except where sufficient money is not available to meet any current lease payment as contemplated in the Escrow Agreement;

(b) Failure by Lessor or Lessee to observe and perform any covenant, condition or agreement (other than as described in Section 11.1(a)) on its part to be observed or performed, for a period of thirty days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected, however, any such extension shall not extend for more than six months after the initial written notice.

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

(d) Lessee's charter is revoked by its authorizer and said revocation is not reversed on appeal prior to the effective date of the charter revocation.

Section 11.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the Lessor may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) Terminate the Lease and give notice to the Lessee to vacate the School Site within one-hundred twenty days (120) days from the date of such notice.

(b) Lease all or any portion of the School Site.

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

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

Section 11.3. Force Majeure. The provisions of Sections 11.1 and 11.2 are subject to the following limitations: if by reason of force majeure Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the force majeure inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or any civil or military authority other than the

Lessee or Lessor; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or Lessee and not resulting from the negligence of the party claiming a force majeure event. Lessor and Lessee agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their respective obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense of force majeure, acceding to the demands of the person or persons creating the strike, lockout or industrial disturbance, would be injurious to such party.

Section 11.4. Remedies Cumulative. The above-provided rights and remedies to which either party is entitled hereunder are cumulative, and not exclusive, of all other rights and remedies to which a party may be entitled in the event of breach or threatened breach by a party in default of any of the terms, conditions and provisions contained herein.

Section 11.5. No Additional Waiver Implied by One Waiver. The failure, neglect or omission of a non-defaulting party to terminate this Agreement for any breach or default shall not be deemed a consent by the non-defaulting party of such breach or default and shall not stop, bar or prevent the non-defaulting party from thereafter terminating this Agreement, either for such violation of for prior or subsequent violation of any covenant hereof. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 11.6. Dispute Resolution. The parties shall endeavor to resolve all disputes arising as to this Agreement by mediation before a mutually agreed mediator the cost of which shall be shared by the parties. In the event mediation is unsuccessful, arbitration in accordance with the terms of this Section shall be used to resolve any and all claims, disputes or disagreements arising under this Agreement, except for (i) matters requiring immediate exigent relief, including without limitation unlawful detainer; and (ii) all claims by either party which (a) seek anything other than enforcement of rights under this Agreement, or (b) are primarily founded upon matters of fraud, willful misconduct or any other allegations of tortious action, and seek the award of punitive or exemplary damages, which disputes shall be resolved by suit filed in the Second Judicial District Court, Bernalillo County, New Mexico, the decision of which court shall be subject to appeal pursuant to applicable law. The parties hereby agree to conduct themselves in strict, full, complete and timely accordance with the terms of this Section.

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be initiated by either party, within thirty days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the greater Albuquerque or Bernalillo County metropolitan area and, unless otherwise agreed by the parties must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement.

The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the Second Judicial District Court, Bernalillo County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award injunctive relief. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any as determined by the Arbitrator in his or her discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of the dispute in the discretion of the Arbitrator was closest to that adopted by the Arbitrator.

ARTICLE XII TITLE

Section 12.1. Title to Improvements. During the Term, legal title to the School Site shall be in Lessor, unless otherwise agreed to by the parties in writing.

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

ARTICLE XIII HAZARDOUS MATERIALS LAWS

Section 13.1. Compliance with all Hazardous Materials Laws. As of the Commencement Date, Lessee, shall at all times keep and maintain the School Site in compliance with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. Neither party shall permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials laws as hereinafter defined, to use, generate, manufacture, store, produce, release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous materials shall include petroleum products. Upon request of either party, the other party will prepare and provide such reports as will evidence compliance by the party with Hazardous Materials laws, and which will evidence that the School Site and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site ("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation,

loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, Completion, transferability or use of the premises under any Hazardous Materials Law.

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

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

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

ARTICLE XIV LIMITATION OF LIABILITY

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

ARTICLE XV
ADMINISTRATION PROVISIONS

Section 15.1 Notices. All notices required under this Agreement shall be in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, (iii) sent by a recognized overnight express mail carrier, or (iv) sent by facsimile, if a copy is sent by one of methods (i), (ii) or (iii) as soon as practicable thereafter, addressed to Lessor or Lessee, as the case may be, at the following addresses (or such other addresses as either party may give by notice conforming with this Section 16.1), and such notices shall be effective on the date of receipt thereof.

Lessor:

Horizon Academy Foundation
c/o President
3021 Todos Santos St. NW
Albuquerque, NM 87120
Telephone No.: (505) 998-0459
Facsimile No.: (505) 998-0463

Lessee:

Horizon Academy West
c/o School's Director
3021 Todos Santos St. NW
Albuquerque, NM 87120
Telephone No.: (505) 998-0459
Facsimile No.: (505) 998-0463

Section 15.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective administrators, successors and assigns.

Section 15.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.4. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by a written amendment authorized and executed by both Lessee and Lessor. Amendments to this Agreement, except amendments that would improve the building or other real property without additional financial obligations to the Lessee, shall be approved by the Department pursuant to 22-26A-5(L) NMSA 1978.

Section 15.5. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 15.6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, with regard to conflicts of laws rules.

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take some action at the request of the other, such approval of such request may be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

Section 15.9. Integration. This Agreement contains all of the agreements of Lessee and Lessor respecting the subject matters hereof, and all prior negotiations are merged herein.

Section 15.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

Section 15.11. Business Days. If the day upon which any action required by the Agreement shall fall on a Saturday, Sunday or banking holiday, then such actions shall be deemed timely if made or taken on the next succeeding business day.

Section 15.12. Administrative Approval. Pursuant to Section 22-26A-4 NMSA 1978, the parties to this Lease acknowledge that they have obtained prior written consent from the Public Education Department prior to executing this Agreement. A copy of said approval is attached to this Agreement as Exhibit "G".

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Agreement to be executed in its name by its duly authorized officers, as of the date first above.

LESSOR:
HORIZON ACADEMY FOUNDATION

By: Cynthia Carter

Its: Horizon Academy Foundation, Vice President

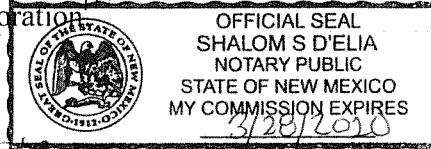
STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

^{VP} This instrument was acknowledged before me on June 12, 2017 by Cynthia Carter
as President of Horizon Academy Foundation, a New Mexico non-profit corporation

Shalom S D'Elia

Notary Public

My commission expires: 3/25/2020



LESSEE:
HORIZON ACADEMY WEST

By:

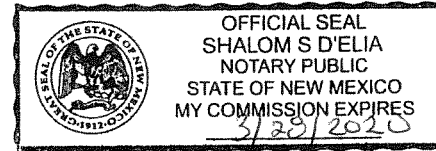
Carrie Rodriguez

Its: Governing Council President

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me on June 12, 2017 by Carrie Rodriguez as President of Horizon Academy West Governing Council, a New Mexico public charter school.

Shalom S D'Elia
Notary Public



My commission expires: 3/28/2020

EXHIBIT A
PROPERTY DESCRIPTION

LOT NUMBERED TWELVE-A (12-A) PLAT OF TRACT
5A2- A1 AND LOT 12-A, VOLCANO BUSINESS PARK
PHASE 1, CITY OF ALBUQUERQUE, BERNALILLO
COUNTY, NEW MEXICO, AS THE SAME IS SHOWN
AND DESIGNATED ON SAID PLAT, FILED IN THE
OFFICE OF THE COUNTY CLERK OF BERNALILLO
COUNTY, NEW MEXICO, ON NOVEMBER 9, 1995, IN
PLAT BOOK 95C, FOLIO 413,

with a street address of 3021 Todos Santos NW, Albuquerque, New Mexico 87120, together with any existing site improvements, building structures, landscaping, irrigation equipment, and fixtures erected thereon or affixed thereto, or which belong to or are used in connection therewith and all, rights, privileges, interests, leases, easements and appurtenances belonging or in any way pertaining thereto.

EXHIBIT B
ESCROW AGREEMENT
(See Attached)

**HORIZON ACADEMY WEST ESCROW AGREEMENT
FOR DEPOSIT AND DISBURSEMENT OF RENTS
PURSUANT TO LEASE-PURCHASE AGREEMENT**

This HORIZON ACADEMY WEST ESCROW AGREEMENT FOR DEPOSIT AND DISBURSEMENT OF RENTS PURSUANT TO LEASE-PURCHASE AGREEMENT (the Escrow Agreement referred to hereafter as the “Agreement”) is between WELLS FARGO BANK, N.A., as trustee (“Trustee”), and HORIZON ACADEMY WEST, a New Mexico public charter school (“School”), and WELLS FARGO BANK, N.A. as escrow agent (“Escrow Agent”), dated June 1, 2017.

WHEREAS, the Public Finance Authority, a public body corporate and politic organized and existing under the laws of the State of Wisconsin (the “Issuer”), issued and sold its Educational Facility Revenue Bonds (Horizon Academy West Charter School Project), Series 2012 (the “Bonds”) to finance the acquisition of and renovation of an existing 21,600 square foot building, and construction and equipping of a 20,000 square foot addition to the renovated building, all for use as a charter school facility and located at 3021 Todos Santos NW in Albuquerque, New Mexico, owned by the Horizon Academy Foundation (“Company”), and leased to the School;

WHEREAS, the Bonds were issued pursuant to an Indenture of Trust dated October 1, 2012 between the Issuer and the Trustee (the “Indenture”);

WHEREAS, the Company and the School entered into an Amended and Restated Lease Agreement dated October 1, 2012 pursuant to which the School has continued to occupy the charter school facility, and pursuant to which the School has agreed, subject to the rights of the School to terminate its obligations under the Amended and Restated Lease Agreement on an annual basis, to make lease payments in the amounts and at such times as stated in the Amended and Restated Lease Agreement;

WHEREAS, rents from the Amended and Restated Lease Agreement were assigned by the Company to the Trustee pursuant to the terms the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 1, 2012;

WHEREAS, the School and the Trustee entered into a Pledge and Covenant Agreement and an Account Control Agreement on October 1, 2012, which agreements, among other matters, describe the method by which the School shall make payment of rents to the Trustee in accordance with the Amended and Restated Lease Agreement;

WHEREAS, the Amended and Restated Lease Agreement provides that the School has the option to substitute the Amended and Restated Lease Agreement with a Lease Purchase Arrangement (hereafter the “Lease”) as the terms are defined by the Public School Lease Purchase Act, NMSA 1978, §22-26A-1, *et seq.* (“Act”). The Act requires

that all lease purchase arrangements be approved by the New Mexico Public Education Department (“NMPED”). NMPED has informed the School that approval of the School’s Lease is contingent upon the parties to the Pledge and Covenant Agreement and Account Control Agreement agreeing to substitute those agreements with this Escrow Agreement, which Escrow Agreement shall control the method of rent payments owed pursuant to the Lease;

WHEREAS, the School and the Trustee agree that all Base Rents and Additional Rents owed according to the Lease, will be deposited by the School into the Escrow Account established pursuant to this Agreement, and thereafter distributed to the Trustee in accordance with this Agreement; and

WHEREAS, the capitalized terms used but not defined herein shall have the meaning set forth in the Indenture; provided, however, that incorporation of such definitions shall in no way indicate that the Escrow Agent is a party to or bound by the Indenture. A copy of the Indenture definitions shall be furnished to the Escrow Agent at the time of execution of this Agreement, and the Escrow Agent shall be entitled to conclusively rely on such copy for such definitions.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

1. ESCROW FUND.

a. For and in consideration of Trustee agreeing to cancel the Pledge and Covenant Agreement and Account Control Agreement both dated October 1, 2012, on execution of this Agreement, the School shall deposit into the Escrow Account established hereby, advanced lease payments equal to three months of Base Rent [\$130,736.15] (“Deposit”). In addition, the School agrees to deposit every month during the term of the Lease, all Base Rent and any Additional Rent (together referred to as the “Rent Payment”) due into the Escrow Account, on or before the twentieth day of each month, commencing July 2017 (the “Monthly Disbursement Date”). The Deposit shall be held for the benefit of the Trustee in the event that the School does not deposit on or before the Monthly Disbursement Date an amount equal to the Rent Payment then due to Trustee, and shall be deemed to be funds available to cover current lease payments pursuant to NMSA 1978, §22-26A-5(J).

b. The Deposit and Rent Payment (together referred to as “Escrow Funds”) will be held solely for the benefit of the Trustee. Nothing in this Escrow Agreement shall prohibit the Escrow Agent from investing the remaining balance of the Escrow Account, unless to do so would impair the Trustee’s access to the Deposit if the School’s Rent Payments are insufficient on any given Monthly Disbursement Date.

c. The Escrow Funds shall not be subject to warrants, drafts or checks drawn by the School, but shall be disbursed solely as set out in Section 4 of this Agreement. The Escrow Agent shall provide to the Trustee and the School an annual accounting of the Deposit and Rent Payments or more frequently upon written request of either party.

d. The Escrow Funds held by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the School, and the Escrow Agent shall have no right or title with respect to the Escrow Funds except as Escrow Agent under the terms of this Escrow Agreement. If, for any reason, any check deposited into the Escrow Account is returned unpaid to the Escrow Agent, the sole duty of the Escrow Agent shall be to return the check to the School and advise the Trustee promptly thereof.

e. To the limited extent required to perfect the security interest granted by the Company to the Trustee in the Rent Payments owed under the Lease, the parties hereby appoint the Escrow Agent as the security agent, and the Escrow Agent hereby accepts the appointment as security agent and agrees to hold physical possession of the Deposit and Rent Payments on behalf of the Trustee, until such time as disbursement instructions are provided pursuant to paragraph 4, below.

2. **CONTROL OF THE ESCROW FUND.** The Escrow Agent shall comply with the written instructions provided by the Trustee directing the distribution of funds from the Escrow Fund. The Escrow Agent shall not, except as permitted in this Escrow Agreement, comply with instructions or other directions concerning the Escrow Fund or the disposition of funds in the Escrow Fund unless directed by an order of a court of competent jurisdiction.

3. **ESCROW AGENT'S RESPONSIBILITY.** Except for acting on third-party instructions in violation of Section 2 above, the Escrow Agent shall have no responsibility or liability to the School for complying with instructions concerning the Escrow Fund from the Trustee consistent with this Escrow Agreement and shall have no responsibility to investigate the appropriateness of any such instruction, even if the School or Company notifies the Escrow Agent that the Trustee is not legally entitled to originate any such instruction.

4. **DISBURSEMENTS FROM THE ESCROW FUND.** The Trustee and the School hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

a. The Escrow Agent shall comply with all orders, notices, requests and other instructions by Trustee directing disbursement of an amount equal to the Base Rent and Additional Rent due without further consent of the School by 5:00 p.m. Minneapolis, Minnesota time on a Monthly Disbursement Date. On each Monthly Disbursement Date, the Escrow Agent shall transfer to the Trustee from the Escrow Account (other than from the Deposit) the amount of the Rental Payment due under the Lease Agreement for such month.

b. In the event there are insufficient funds on deposit in the Escrow Account to make the payment required by Section 4(a), other than from the Deposit, the Escrow Agent shall draw upon the Deposit in the amount of the deficiency and transfer such amount to the Trustee. The School shall replenish the amount of any such draw on the Deposit within thirty (30) days of the draw.

5. **INVESTMENT OF FUNDS.** Money on deposit in the Escrow Fund held by the Escrow Agent and created hereunder shall be invested at the written direction of the Trustee by the Escrow Agent for the benefit of the Trustee as permitted by applicable federal or state law. Earnings on the Escrow Fund, if any, shall be held and administered in the Escrow Fund and utilized in the same manner as the other moneys on deposit therein for the benefit of the Trustee. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund and shall be disbursed pursuant to the provisions of paragraph 4 or paragraph 7 as the case may be.

6. **UNEXPENDED FUNDS.** After final payment of the Purchase Price as defined in Section 6.4 of the Lease and any other payments necessary to deliver clean title to the School, any unexpended Escrow Funds shall satisfy all unpaid reasonable fees and expenses incurred by the Escrow Agent, which shall be evidenced by its statement forwarded to the Trustee and the School within thirty (30) days Escrow Agent is notified that the School made the final payment of the Purchase Price. Any remaining Escrow Funds after the allowable deductions, if any, shall be refunded to the School by the Escrow Agent. The Trustee shall submit its approval of the Escrow Agent's final accounting to the School within five (5) business days of the termination of the Lease or receipt of the Escrow Agent's final accounting, whichever date is later. The School shall deliver a copy of the Trustee's approval of the final accounting to the Escrow Agent, together with instructions concerning the disbursement of unexpended Escrow Funds, if any, to the School. The Escrow Agent shall have no obligation to ensure that the Escrow Funds are used as required by the provisions of the Lease, which is the sole obligation of the School.

7. **ESCROW AGENT FEES.** The reasonable fees and expenses of the Escrow Agent incurred in connection herewith shall be the responsibility of the School .

8. **LIABILITY OF ESCROW AGENT.** To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Agreement or any recitation contained in the Agreement.

9. **INDEMNITY.** Solely to the extent expressly permitted by law, the School hereby agrees to indemnify and hold harmless the Escrow Agent and Trustee, their directors, officers, agents and employees against any and all claims, causes of action, liabilities, lawsuits, demands and damages, including without limitation, any and all court costs and reasonable attorneys' fees, in any way related to or arising out of or in connection with this Escrow Agreement or any action taken or not taken pursuant hereto, except to the extent caused by the Escrow Agent's or Trustee's gross negligence or willful misconduct or the Escrow Agent's or Trustee's breach of any of the provisions hereof. The obligations of the School under this Section 9 shall survive the termination of this Escrow Agreement and the resignation or removal of the Escrow Agent.

10. **RECORDS.** The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Fund, and investments of the Escrow Fund and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the Trustee and the School. In addition, the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

11. **SUCCESSORS AND ASSIGNS.** The terms of this Escrow Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors or heirs and personal representatives.

12. **AMENDMENTS.** No amendment, modification, termination or assignment, except as otherwise specified in this Escrow Agreement, of any rights hereunder except to the extent contemplated under this Escrow Agreement, shall be binding on any party hereto unless it is in writing and is signed by each of the parties hereto, and any attempt to so amend, modify, terminate or assign except pursuant to such a writing shall be null and void. No waiver of any rights hereunder shall be binding on any party hereto, unless such waiver is in writing and signed by the party against whom enforcement is sought.

13. **RESIGNATION/REMOVAL OF THE ESCROW AGENT APPOINTMENT OF SUCCESSOR ESCROW AGENT.** If the Trustee under the Indenture resigns or is removed, the successor Trustee shall become the Escrow Agent hereunder.

14. **NOTICES.** Unless otherwise provided for in this Escrow Agreement, any notice required or permitted to be given under this Agreement may be given by certified or registered mail, return receipt requested, or by facsimile, charges prepaid, or by commercial overnight delivery service, prepaid, addressed:

If to the Trustee:

Wells Fargo Bank, N.A.
Attention: Corporate, Municipal and Escrow Services
600 South 4th Street, 6th Floor
MAC: N9300-060
Minneapolis, MN 55415

If to School:

Horizon Academy West
Attention: Head of School
3021 Todos Santos St., NW
Albuquerque, NM 87120

With a copy to the Company:

Horizon Academy Foundation
Attention: President
3021 Todos Santos St., NW
Albuquerque, NM 87120

To the Escrow Agent:

Wells Fargo Bank, N.A.
Attention: Corporate, Municipal and Escrow Services
600 South 4th Street, 6th Floor
MAC: N9300-060
Minneapolis, MN 55415

15. **CHOICE OF LAW.** This Escrow Agreement shall be governed exclusively by the applicable laws of the State of New Mexico. Venue for disputes shall be in the New Mexico Second (2nd) Judicial District Court in Bernalillo County, New Mexico.

16. **ASSIGNABILITY.** Other than as set out in Section 11, this Escrow Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

17. **ENTIRE AGREEMENT.** This Escrow Agreement evidences the entire agreement among the Trustee, the School and the Escrow Agent and supersedes any other agreements, including but without limitation the Pledge and Covenant Agreement and the Account Control Agreement dated October 1, 2012, whether oral or written, between the parties regarding the Deposit, Rents or the Escrow Fund. No modification or amendment of this Escrow Agreement shall be valid unless the same is in writing and is signed by the School and the Escrow Agent and consented to by the Trustee.

18. **SEVERABILITY**. If any term, covenant, condition or provision of this Escrow Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19. **COUNTERPARTS**. This Escrow Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Escrow Agreement by signing and delivering one or more counterparts.

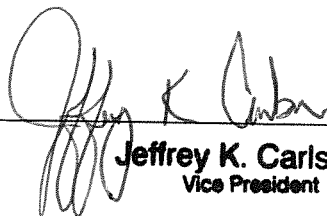
IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement effective upon signature of all parties.

WELLS FARGO BANK, N.A., as Trustee

By _____

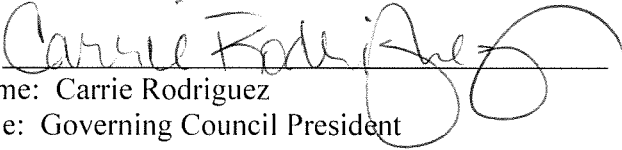
Name:

Title:



Jeffrey K. Carlson
Vice President

HORIZON ACADEMY WEST, SCHOOL

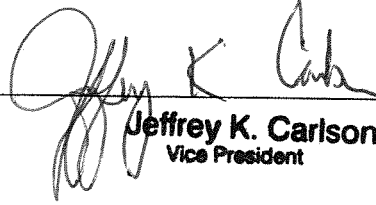
By: 
Name: Carrie Rodriguez
Title: Governing Council President

WELLS FARGO BANK, N.A., as Escrow Agent

By

Name:

Title:



Jeffrey K. Carlson
Vice President

ACKNOWLEDGMENT OF COMPANY

The undersigned hereby consents to and acknowledges the foregoing Escrow Agreement dated as of June 1, 2017, among Horizon Academy West, Wells Fargo Bank, N.A., as trustee, and Wells Fargo Bank, N.A., as escrow agent.

HORIZON ACADEMY FOUNDATION

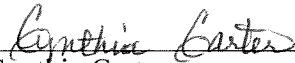
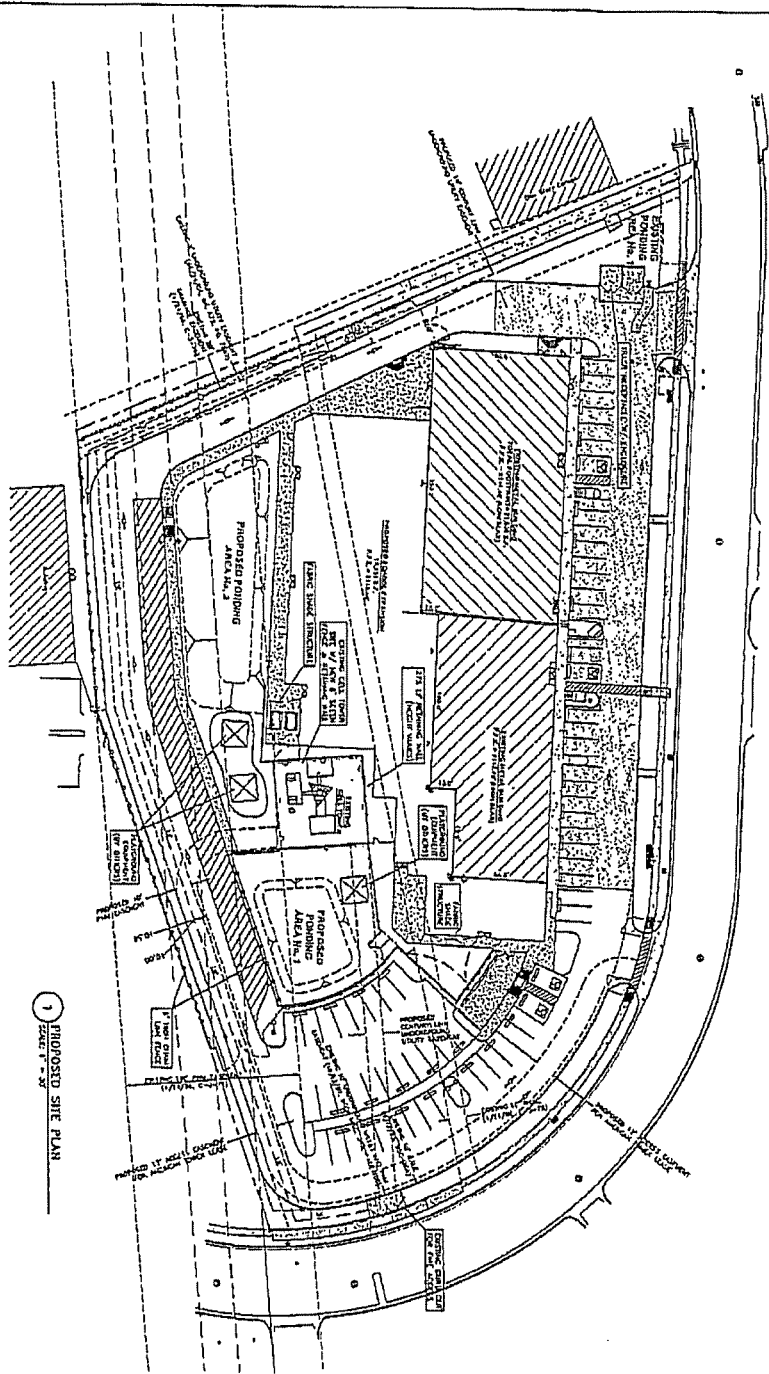
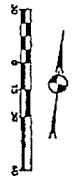
By 
Cynthia Carter
Its Vice President

EXHIBIT C
SITE PLAN AND FLOOR PLAN
(IMPROVEMENTS)


Approximately 41,100 square foot building all for use as a charter school and located on approximately 4 acres of land at 3021 Todos Santos NW, Albuquerque, New Mexico and as more particularly described in the attached Site Plan and Floor Plan.



1 PHOTO SITE PLAN
SCALE: 1" = 50'



LEGEND	REMARKS
EXISTING LOT 1000	EXISTING LOT 1000
EXISTING LOT 1001	EXISTING LOT 1001
EXISTING LOT 1002	EXISTING LOT 1002
EXISTING LOT 1003	EXISTING LOT 1003
EXISTING LOT 1004	EXISTING LOT 1004
EXISTING LOT 1005	EXISTING LOT 1005
EXISTING LOT 1006	EXISTING LOT 1006
EXISTING LOT 1007	EXISTING LOT 1007
EXISTING LOT 1008	EXISTING LOT 1008
EXISTING LOT 1009	EXISTING LOT 1009
EXISTING LOT 1010	EXISTING LOT 1010
EXISTING LOT 1011	EXISTING LOT 1011
EXISTING LOT 1012	EXISTING LOT 1012
EXISTING LOT 1013	EXISTING LOT 1013
EXISTING LOT 1014	EXISTING LOT 1014
EXISTING LOT 1015	EXISTING LOT 1015
EXISTING LOT 1016	EXISTING LOT 1016
EXISTING LOT 1017	EXISTING LOT 1017
EXISTING LOT 1018	EXISTING LOT 1018
EXISTING LOT 1019	EXISTING LOT 1019
EXISTING LOT 1020	EXISTING LOT 1020
EXISTING LOT 1000	EXISTING LOT 1000
EXISTING LOT 1001	EXISTING LOT 1001
EXISTING LOT 1002	EXISTING LOT 1002
EXISTING LOT 1003	EXISTING LOT 1003
EXISTING LOT 1004	EXISTING LOT 1004
EXISTING LOT 1005	EXISTING LOT 1005
EXISTING LOT 1006	EXISTING LOT 1006
EXISTING LOT 1007	EXISTING LOT 1007
EXISTING LOT 1008	EXISTING LOT 1008
EXISTING LOT 1009	EXISTING LOT 1009
EXISTING LOT 1010	EXISTING LOT 1010
EXISTING LOT 1011	EXISTING LOT 1011
EXISTING LOT 1012	EXISTING LOT 1012
EXISTING LOT 1013	EXISTING LOT 1013
EXISTING LOT 1014	EXISTING LOT 1014
EXISTING LOT 1015	EXISTING LOT 1015
EXISTING LOT 1016	EXISTING LOT 1016
EXISTING LOT 1017	EXISTING LOT 1017
EXISTING LOT 1018	EXISTING LOT 1018
EXISTING LOT 1019	EXISTING LOT 1019
EXISTING LOT 1020	EXISTING LOT 1020



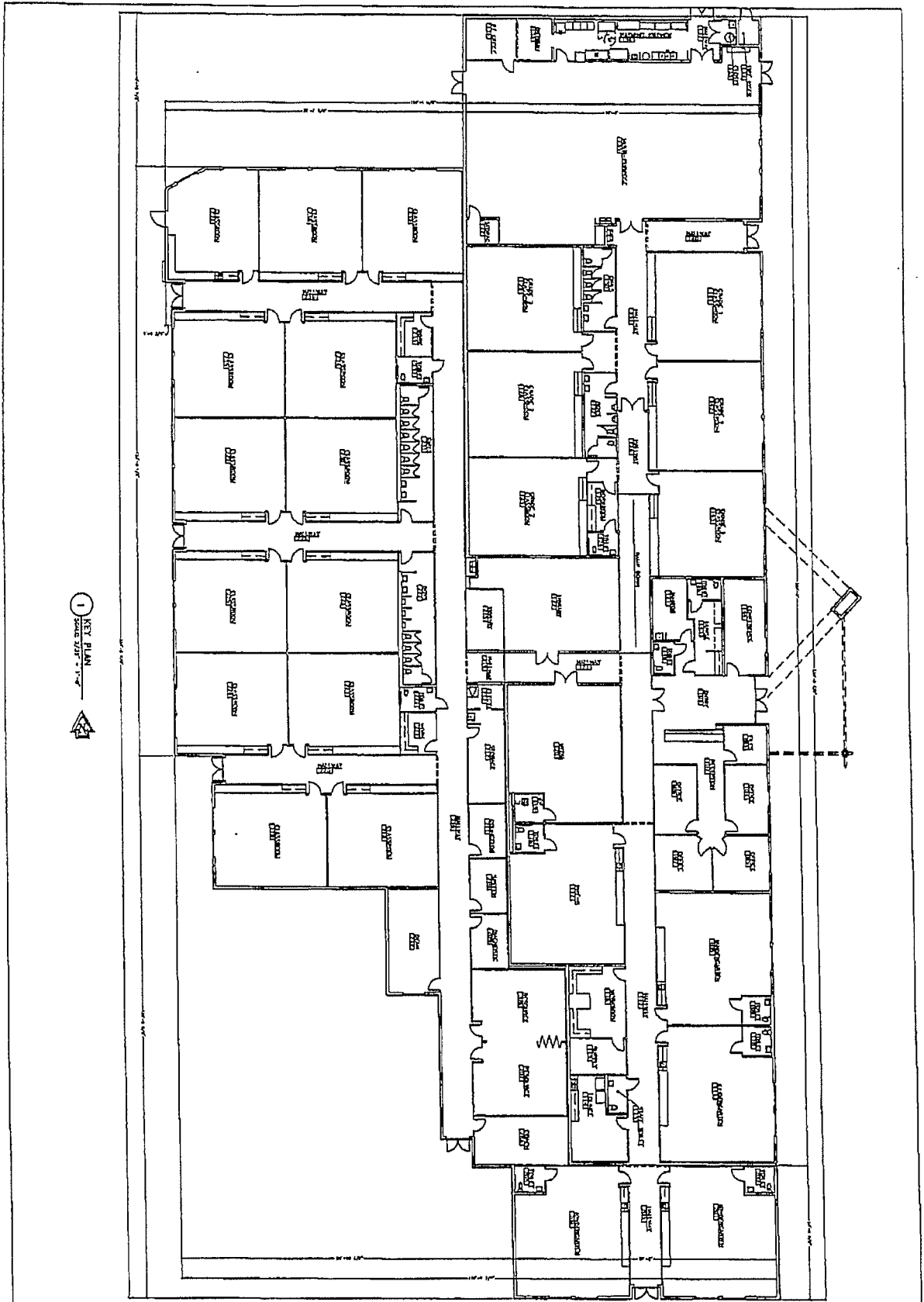
**HORIZON
CHARTER SCHOOL**

3021 TODOS SANTOS ST.
ALBUQUERQUE, NEW MEXICO 87120

SITE PLAN

2275 NORTH 11TH STREET
PHOENIX, ARIZONA 85016
TEL: 602-495-1111
FAX: 602-495-1112

PROJECT: AMENDED SITE DEVELOPMENT RE-SUBMITTAL FOR PROJECT #1004178 JUNE 4, 2012



KEY PLAN
SCALE: 1/8" = 1'-0"



<p>A2.0</p> <p>PROGRESS: 0% ARCHITECTURAL - 0% STRUCTURAL - 0% E.I.A.P.</p>	<p>LOCAL JURISDICTIONS PLEASE NOTE:</p> <p>This building is under the jurisdiction of the State of Arizona, Department of Public Safety and Law Enforcement. Further, a permit and inspection of the building are the sole responsibility of the State of Arizona, Department of Public Safety and Law Enforcement. Please see Arizona Revised Statutes 41-2151 for more information.</p>	<p>KEY PLAN:</p> <p>HORIZON ACADEMY WEST ELEMENTARY CHARTER SCHOOL 3021 TODOS SANTOS STREET NORTHWEST ALBUQUERQUE, NEW MEXICO 87120</p>	<p>PRELIMINARY</p> <p>CONTRACTOR</p>
	<p>ACT PROJECT MANAGER APPROVAL FOR CONSTRUCTION:</p>		

EXHIBIT D
BASE RENT PAYMENTS

(Base Rent Payment Schedule for the term of this Agreement is attached.)

Horizon Academy Foundation
Rental Payment Schedule
As of June 1, 2017

		Principal	Interest	Total	Repair and Replacement Fund	Annual Base Rent
		\$	32,481.25	\$ 32,481.25	\$ 3,248.13	\$ 35,729.38
		\$	32,481.25	\$ 32,481.25	\$ 3,248.13	\$ 35,729.38
		\$	32,481.25	\$ 32,481.25	\$ 3,248.13	\$ 35,729.38
		\$	32,481.25	\$ 32,481.25	\$ 3,248.13	\$ 35,729.38
		\$	32,481.25	\$ 32,481.25	\$ 3,248.13	\$ 35,729.38
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
		\$	32,109.38	\$ 32,109.38	\$ 3,210.94	\$ 35,320.31
06/20/2017	\$	7,500.00	\$ 32,109.38	\$ 39,609.38	\$ 3,960.94	\$ 43,570.31
07/20/2017	\$	7,500.00	\$ 32,109.38	\$ 39,609.38	\$ 3,960.94	\$ 43,570.31
08/20/2017	\$	7,500.00	\$ 32,109.38	\$ 39,609.38	\$ 3,960.94	\$ 43,570.31
09/20/2017	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
10/20/2017	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
11/20/2017	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
12/20/2017	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
01/20/2018	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
02/20/2018	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
03/20/2018	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
04/20/2018	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
05/20/2018	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
06/20/2018	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
07/20/2018	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
08/20/218	\$	7,916.67	\$ 31,715.63	\$ 39,632.29	\$ 3,963.23	\$ 43,595.52
09/20/2018	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
10/20/2018	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
11/20/2018	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
12/20/2018	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
01/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
02/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
03/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
04/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
05/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
06/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
07/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
08/20/2019	\$	8,333.33	\$ 31,300.00	\$ 39,633.33	\$ 3,963.33	\$ 43,596.67
09/20/2019	\$	8,750.00	\$ 30,862.50	\$ 39,612.50	\$ 3,961.25	\$ 43,573.75
10/20/2019	\$	8,750.00	\$ 30,862.50	\$ 39,612.50	\$ 3,961.25	\$ 43,573.75
11/20/2019	\$	8,750.00	\$ 30,862.50	\$ 39,612.50	\$ 3,961.25	\$ 43,573.75
12/20/2019	\$	8,750.00	\$ 30,862.50	\$ 39,612.50	\$ 3,961.25	\$ 43,573.75
01/20/2020	\$	8,750.00	\$ 30,862.50	\$ 39,612.50	\$ 3,961.25	\$ 43,573.75

02/20/2020	\$	8,750.00	\$	30,862.50	\$	39,612.50	\$	3,961.25	\$	43,573.75
03/20/2020	\$	8,750.00	\$	30,862.50	\$	39,612.50	\$	3,961.25	\$	43,573.75
04/20/2020	\$	8,750.00	\$	30,862.50	\$	39,612.50	\$	3,961.25	\$	43,573.75
05/20/2020	\$	8,750.00	\$	30,862.50	\$	39,612.50	\$	3,961.25	\$	43,573.75
06/20/2020	\$	8,750.00	\$	30,862.50	\$	39,612.50	\$	3,961.25	\$	43,573.75
07/20/2020	\$	8,750.00	\$	30,862.50	\$	39,612.50	\$	3,961.25	\$	43,573.75
08/20/2020	\$	8,750.00	\$	30,862.50	\$	39,612.50	\$	3,961.25	\$	43,573.75
09/20/2020	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
10/20/2020	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
11/20/2020	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
12/20/2020	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
01/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
02/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
03/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
04/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
05/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
06/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
07/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
08/20/2021	\$	9,583.33	\$	30,403.13	\$	39,986.46	\$	3,998.65	\$	43,985.10
09/20/2021	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
10/20/2021	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
11/20/2021	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
12/20/2021	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
01/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
02/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
03/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
04/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
05/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
06/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
07/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
08/20/2022	\$	10,000.00	\$	29,900.00	\$	39,900.00	\$	3,990.00	\$	43,890.00
09/20/2022	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
10/20/2022	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
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12/20/2022	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
01/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
02/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
03/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
04/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
05/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
06/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
07/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
08/20/2023	\$	10,416.67	\$	29,375.00	\$	39,791.67	\$	3,979.17	\$	43,770.83
09/20/2023	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
10/20/2023	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
11/20/2023	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
12/20/2023	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
01/20/2024	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
02/20/2024	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
03/20/2024	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
04/20/2024	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67
05/20/2024	\$	10,833.33	\$	28,750.00	\$	39,583.33	\$	3,958.33	\$	43,541.67

[illegible]

[illegible]

[illegible]

06/20/2037	\$	23,333.33	\$	16,325.00	\$	39,658.33	\$	3,965.83	\$	43,624.17
07/20/2037	\$	23,333.33	\$	16,325.00	\$	39,658.33	\$	3,965.83	\$	43,624.17
08/20/2037	\$	23,333.33	\$	16,325.00	\$	39,658.33	\$	3,965.83	\$	43,624.17
09/20/2037	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
10/20/2037	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
11/20/2037	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
12/20/2037	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
01/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
02/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
03/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
04/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
05/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
06/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
07/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
08/20/2038	\$	25,000.00	\$	14,925.00	\$	39,925.00	\$	3,992.50	\$	43,917.50
09/20/2038	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
10/20/2038	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
11/20/2038	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
12/20/2038	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
01/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
02/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
03/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
04/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
05/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
06/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
07/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
08/20/2039	\$	26,250.00	\$	13,425.00	\$	39,675.00	\$	3,967.50	\$	43,642.50
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11/20/2039	\$	27,916.67	\$	11,850.00	\$	39,766.67	\$	3,976.67	\$	43,743.33
12/20/2039	\$	27,916.67	\$	11,850.00	\$	39,766.67	\$	3,976.67	\$	43,743.33
01/20/2040	\$	27,916.67	\$	11,850.00	\$	39,766.67	\$	3,976.67	\$	43,743.33
02/20/2040	\$	27,916.67	\$	11,850.00	\$	39,766.67	\$	3,976.67	\$	43,743.33
03/20/2040	\$	27,916.67	\$	11,850.00	\$	39,766.67	\$	3,976.67	\$	43,743.33
04/20/2040	\$	27,916.67	\$	11,850.00	\$	39,766.67	\$	3,976.67	\$	43,743.33
05/20/2040	\$	27,916.67	\$	11,850.00	\$	39,766.67	\$	3,976.67	\$	43,743.33
06/20/2040	\$	27								

10/20/2041	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
11/20/2041	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
12/20/2041	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
01/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
02/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
03/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
04/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
05/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
06/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
07/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
08/20/2042	\$	31,250.00	\$	8,400.00	\$	39,650.00	\$	3,965.00	\$	43,615.00
09/20/2042	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
10/20/2042	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
11/20/2042	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
12/20/2042	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
01/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
02/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
03/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
04/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
05/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
06/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
07/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
08/20/2043	\$	33,333.33	\$	6,525.00	\$	39,858.33	\$	3,985.83	\$	43,844.17
09/20/2043	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
10/20/2043	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
11/20/2043	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
12/20/2043	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
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02/20/2044	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
03/20/2044	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
04/20/2044	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
05/20/2044	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
06/20/2044	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
07/20/2044	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
08/20/2044	\$	35,416.67	\$	4,525.00	\$	39,941.67	\$	3,994.17	\$	43,935.83
09/20/2044	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
10/20/2044	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
11/20/2044	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
12/20/2044	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
01/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
02/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
03/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
04/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
05/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
06/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
07/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
08/20/2045	\$	40,000.00	\$	2,400.00	\$	42,400.00	\$	4,240.00	\$	46,640.00
<hr/>										
Totals	\$	6,432,500.00	\$	7,524,893.75	\$	13,957,393.75				

EXHIBIT E
SOURCES OF FUNDS
(See attached)

HORIZON ACADEMY WEST
Source of Funds for Facility Payments Pursuant to Lease Agreement with Option to Purchase
Based on 30 Year Amortization

Purchase Price \$ 6,432,500

Highest Monthly Payment
(course of payments) \$ 46,640

Highest Annual Payment \$ 554,271

Description of Funding Source(s)		40th Day Projected MEM	Per MEM Funding Allocation	Maximum Allowable Assistance
<u>Based from FY17 Funding</u>				
♦PSFA Lease Assistance	\$ 322,109	437	\$ 736.25**	\$ 322,109
+HB33	97,780			
* SB-9	134,382			
Total funds available	\$ 554,271.			

♦PSFA notified the Schools as part of the FY2018 lease reimbursement grant application that per pupil funding may be reduced. The School has sufficient funds available from HB33 distributions to cover the anticipated shortfalls. See below.

✦ Beginning in FY2018 the School anticipates that it will receive approximately \$260,000 annually in HB33 mill levy distributions to offset shortfalls from PSCOC lease reimbursement grants, if any.

* SB-9 Funds will applied for again in FY2019 and this will be required every 6 years.

** PSFA Lease Assistance payments assume per-member funding remaining at \$736.25, which is the FY17 calculation. Although the Public School Capital Outlay Act, 22-24-1 NMSA 1978, provides for an annual CPI adjustment to the per-member funding amount, HAW has not forecasted any potential increase when assessing whether the charter school will be able to generate sufficient funds to cover their obligation.

EXHIBIT F
APPROVALS

(Copy of the New Mexico Public Education Department's and Public School Facilities Authority's approval of this Agreement. See attached.)

From: Mastalir, Dawn, PED
To: pmatthews@matthewsfox.com
Cc: [Sanchez, Robert F, PED](#)
Subject: RE: Final Clean documents
Date: Thursday, June 08, 2017 3:14:29 PM

Patti:

I understand your need for clarity. Yes, PED's position is that the terms for resolution of the lawsuit have been met.

Dawn

From: pmatthews@matthewsfox.com [<mailto:pmatthews@matthewsfox.com>]
Sent: Thursday, June 08, 2017 3:12 PM
To: Mastalir, Dawn, PED
Subject: RE: Final Clean documents

Dawn:

I apologize for not being clear, but please verify that the PED believes the conditions for resolution of the lawsuit have been met. I do not want to have a misunderstanding as I proceed with finalizing matters with PED and for my clients.

Thank you.

PATRICIA MATTHEWS
www.matthewsfox.com
1925 Aspen Dr. Suite 301
Santa Fe, NM 87505
Office: 505.473.3020
Fax: 505.474.3727
pmatthews@matthewsfox.com



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From: Mastalir, Dawn, PED [<mailto:DawnE.Mastalir@state.nm.us>]
Sent: Thursday, June 08, 2017 3:08 PM
To: pmatthews@matthewsfox.com
Cc: Sanchez, Robert F, PED <RobertF.Sanchez@state.nm.us>
Subject: RE: Final Clean documents

Patti:

Thank you for sending the clean version of the documents. Both documents are approved as to form.

Dawn

From: pmatthews@matthewsfox.com [<mailto:pmatthews@matthewsfox.com>]
Sent: Thursday, June 08, 2017 2:54 PM
To: Mastalir, Dawn, PED
Subject: Final Clean documents

Dawn:

I think the redline was confusing. The final version reflects the corrections we agreed to. I have attached final clean of the Escrow Agreement with typo in 9 correct.

Please confirm that the PED has approved the LPA and Escrow Agreement as to form. It is my understanding that a formal approval will come after I receive the email confirmation.

We can coordinate dismissal of the lawsuit, after I have confirmation that the documents are approved. Thank you for getting back to me.

PATRICIA MATTHEWS
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Fax: 505.474.3727
pmatthews@matthewsfox.com



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State of New Mexico
Public School Facilities Authority



Robert A. Gorrell, Director
Rocky Kearney, Deputy Director

Santa Fe Office
410 Don Gaspar
Santa Fe, NM 87501
(505) 988-5989
(505) 988-5933

Albuquerque Field Office
1312 Basehart Road, SE
Suite 200
Albuquerque, NM 87106
(505) 843-6272
(505) 843-9681 (Fax)

Website: www.nmpsfa.org

April 8, 2015

RE: Horizon Academy West - 3021 Todos Santos - Albuquerque, NM

Director Cynthia Carter,

On March 3, 2015 the Public Schools Facility Authority (PSFA) received correspondence from you requesting an assessment of the facility you currently occupy located at 3021 Todos Santos, Albuquerque, New Mexico for the purpose of determining the wNMCI and E Occupancy as you are considering entering into a lease-purchase agreement for this facility.

An assessment of this facility was conducted on March 6, 2015. A wNMCI score was generated for this facility as a result of this assessment. The result of this assessment is a wNMCI score of 4.76% which is better than the statewide average for all schools, which is 18.95%. A lower score is better than a higher score.

The facility has a certificate of occupancy from the City of Albuquerque that indicates the current occupancy classification is "E" as required for schools serving children through the 12th grade.

Based on the above information the Public School Facilities Authority is pleased to indicate this facility meets the requirements stated above. Please contact the Public Education Department and provide them with this information as they are the Agency that approves the lease to purchase agreement.

If you have any questions regarding this letter, please feel free to contact me. I can be reached at (505)468-0274.

A handwritten signature in black ink, appearing to read "Martica Casias".

Martica Casias
Planning & Design Manager
Public Schools Facilities Authority

Cc; Norma Ahlskog, Financial Specialist
Matt Phal, Interim Director Public Education Department Charter Division

Albuquerque Collegiate Charter School

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

Respectfully Submitted by
Jade Rivera
April 21, 2017

CHARTER SCHOOL OVERVIEW

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

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

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Attachment A - Letter to Albuquerque Public Schools

Attachment B- Concept Layout

1. GOALS/ MISSION

1.1 Goals

1.1.1 Mission

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

1.1.2 Educational Philosophy

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

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

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

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

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

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

1.1.3 Serving the Community

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

1.2 Process

1.2.1 Data Gathering and Analysis

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

Jade Rivera

jrivera@buildingexcellentschools.org

(505) 712-1927

1017 Forrester Ave. NW

Albuquerque, NM 87102

Process for Capital Planning and Decision Making:

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

Community Input:

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

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

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

Steering Committee:

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

Figure 1- Albuquerque Collegiate Facilities Task Force, Membership

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

2. PROJECTED CONDITIONS

2.1 Programs and Delivery Methods

2.1.1 Programs Overview

Overview of Proposed Education Program and Facilities:

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

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

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

Potential joint use facilities:

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

Proposed Instructional Program:

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

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

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

Instructional Organization:

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

Scheduling approach:

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

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

Anticipated Special Curricular Activities:

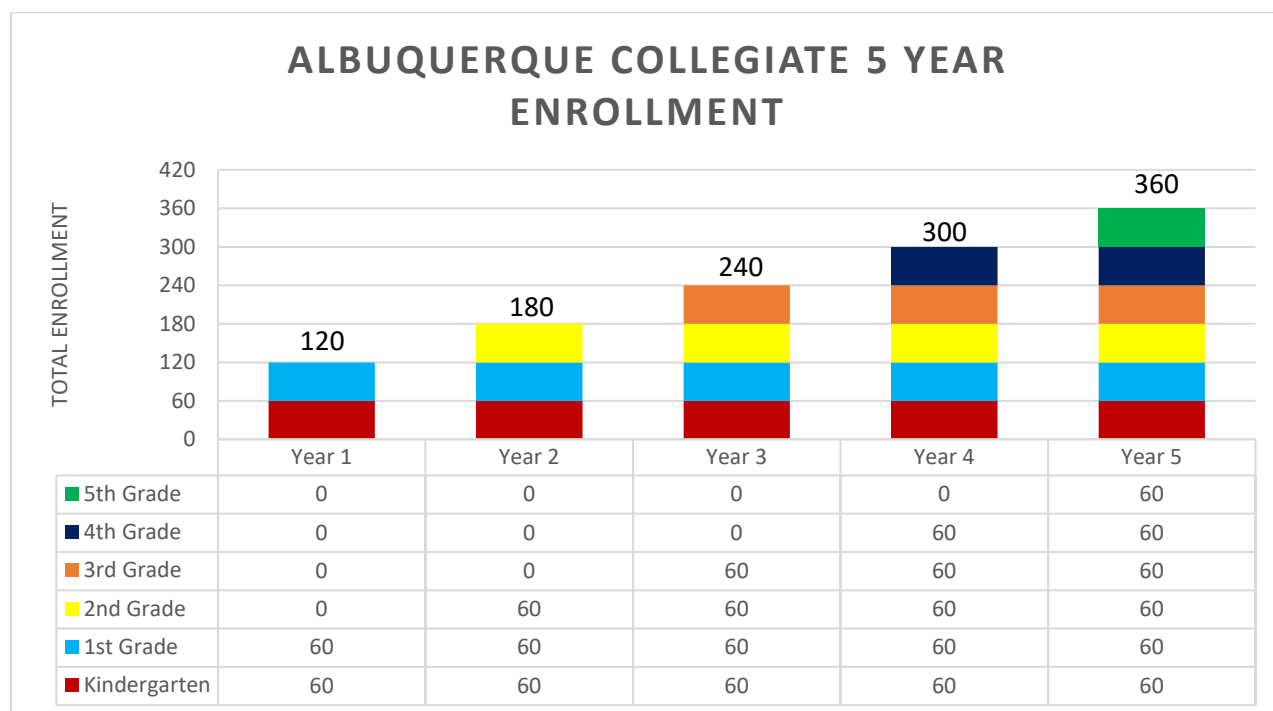
Albuquerque Collegiate scholars will be provided enrichment courses in art, music, and physical education. As such, our facility will need to be able to accommodate these needs for both indoor and outdoor space, based on the activity.

2.2 Proposed Enrollment

2.2.1 Phased Enrollment

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

Figure 2 - Albuquerque Collegiate 5 Year Enrollment Graph



2.2.2 Classroom Loading Policy

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

2.2.3 Classroom Needs

Classrooms:

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

Figure 3 - Total Classroom Square Footage Needs by School Year

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

Other Spaces:

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

Figure 4 - Additional Room Types and Size

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

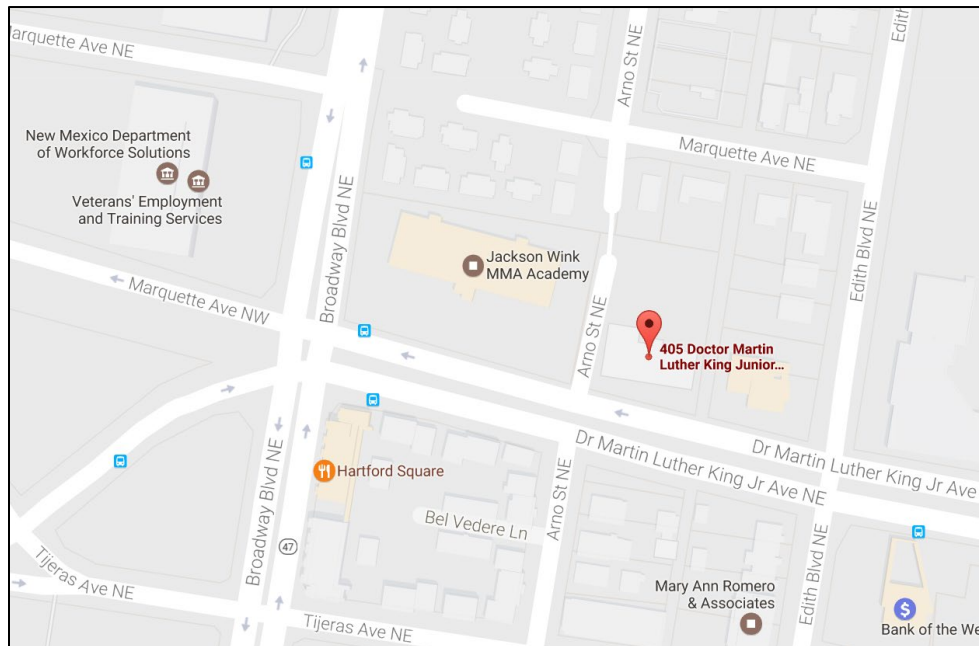
Student Supports Pull-Out Room	450-770 sq. ft.
Physical Education Space and Storage	2,400 sq. ft.
Enrichment Classroom	700-900 sq. ft.
Total sq. ft. Additional Rooms=	5,050-6,820 sq. ft.

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

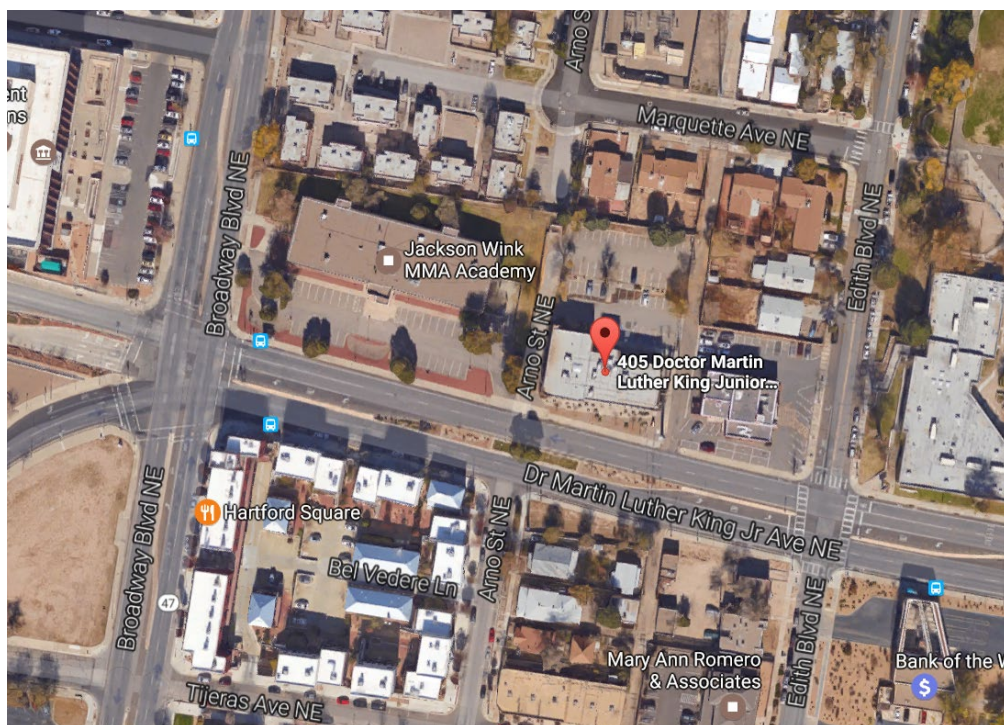
2.3 Site and Facilities

2.3.1 Location/Site

Map:



Aerial:



Description of Facility:

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

Reasons for Desired Area:

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

2.3.2 Facility Evaluation

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

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

3. PROPOSED FACILITY REQUIREMENTS

3.1 Facility Goals and Concepts

3.1.1 Goals to be Met by School Facility

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

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

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

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

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

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

3.1.2 Concepts

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

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

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

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

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

See concept layout as Attachment B.

4. CAPITAL PLAN

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

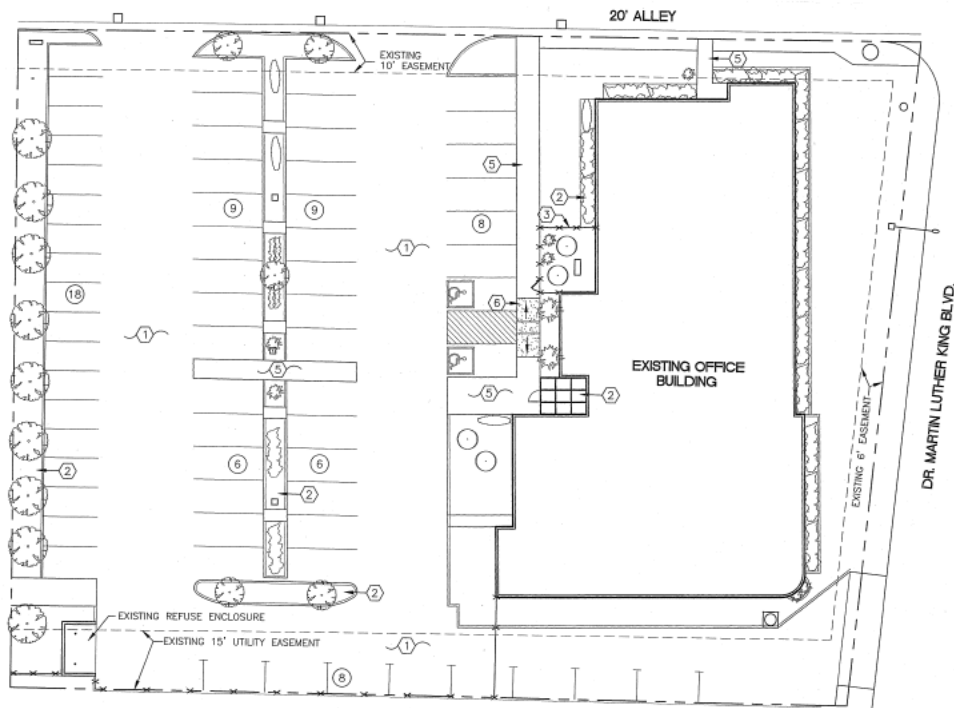
development effort will go toward facility needs. Upon charter authorization, the Albuquerque Collegiate Governing Board will continue to work to identify a facility and will then develop a plan for capital projects and equipment purchases. The Albuquerque Collegiate founding board has been in discussion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

5. MASTER PLAN SUPPORT MATERIAL

5.1 Sites and Facilities Data Table

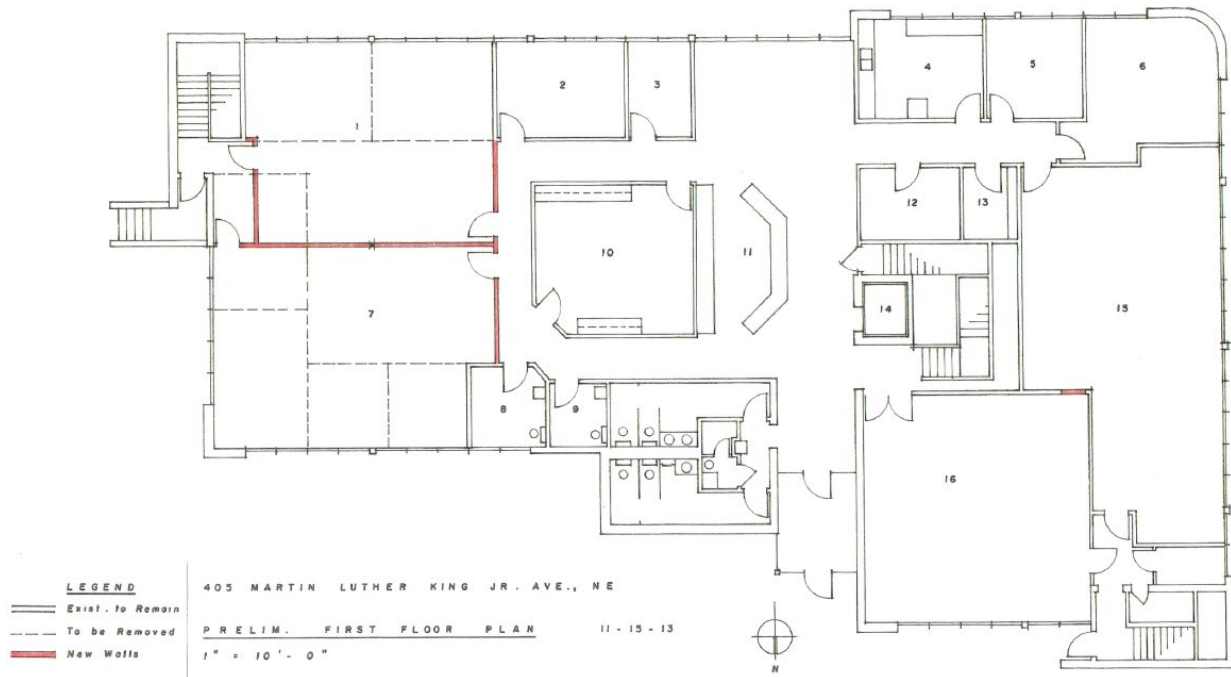
Name	Albuquerque Charter Academy
State Identification Number	n/a
Date of Anticipated Opening	July 1, 2018
Dates of Major Additions/ Renovations	2014
Facility Condition Index (FCI) NM Facility Condition Index (NMCI)	21.18%
Site Owned or Leased	Owned
Total Building Area Gross Sq./Ft.	16,656
Site Acreage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

5.2 Site Plan

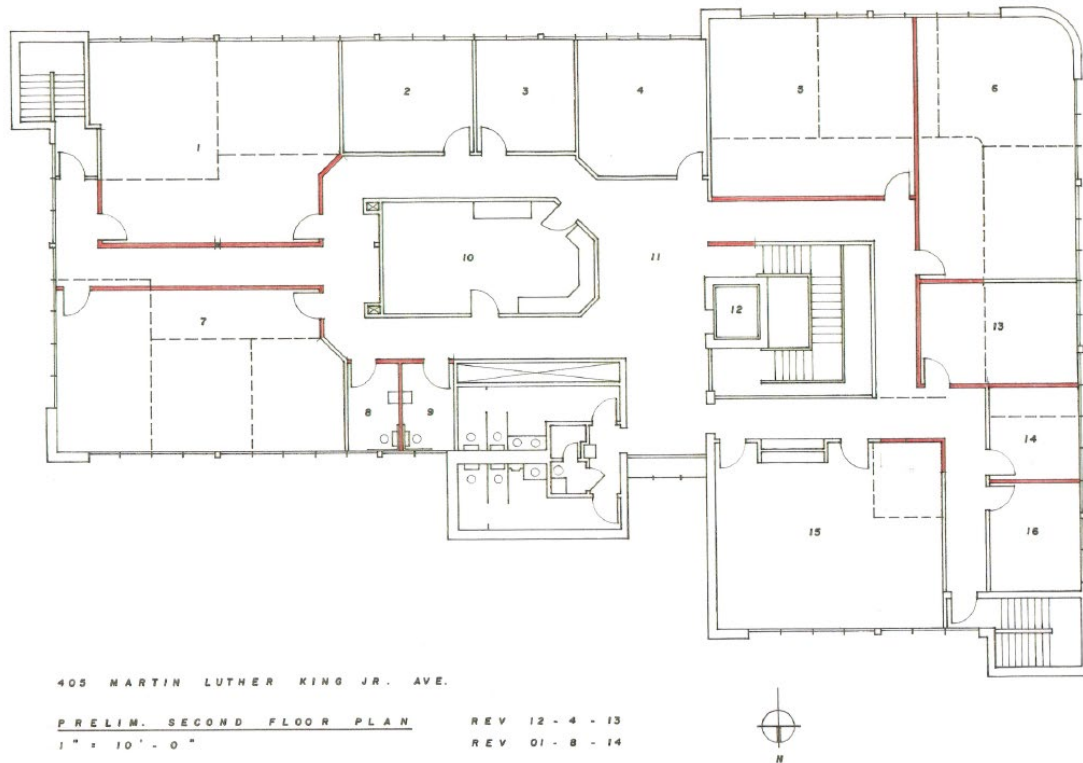


5.3 Floor Plan

1st Floor:



2nd Floor:



5.4 Detailed Space and Room Requirements

5.4.1 Technology and Communications Criteria

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

5.4.2 Power Criteria

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

5.4.3 Lighting and Day Lighting Criteria

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

5.4.4 Classroom Acoustics Criteria

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

5.4.5 Furnishing and Equipment Criteria

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

5.4.5 Criteria Sheets

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

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

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

Equipment	Large whiteboard mounted
Furnishings	Foldable chairs and chair stand

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

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

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

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

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

Attachment A: Letter to Albuquerque Public Schools

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

April 17, 2017

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

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

Dear Superintendent Reedy,

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

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

Sincerely,



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

Attachment B: Concept Layout

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



**Horizon Academy
West**

Horizon Academy West Charter School **Five-Year Facilities Master Plan**

FMP 2022-2027



Final August 2022



Architectural Research Consultants, Incorporated



Albuquerque, New Mexico



505-842-1254



<https://arcplanning.com>

Acknowledgments

Governing Council

Storm Gonzales – *President*

Christen Levan Hagemann – *Vice President*

Carrie Rodriguez – *Secretary*

Karen Trujillo – *Member*

Anthony Jaramillo – *Member*

Administration

Carissa Cantrell – *Executive Director*

Andrea Gallegos – *Dean of Students*

Alice Chavez – *Operations Manager*

Diana Cordova – *Business Manager*

New Mexico Public School Facility Authorization

John Valdez – *Facilities Master Planner*

Planning Consultant

Architectural Research Consultants, Incorporated

Albuquerque, New Mexico

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Abbreviations and Definitions

ADA	Americans with Disabilities Act
a.k.a.	also known as
ARC	Architectural Research Consultants, Incorporated of Albuquerque, New Mexico
APS	Albuquerque Public School
CIP	capital improvement project
DD	developmentally delayed or developmental disabilities
FAD	PSFA's Facilities Assessment Database
FCC	Federal Communications Commission
FCI	Facility Condition Index
FMAR	Facility Maintenance Assessment Report
FMP	facilities master plan
GISD	Gadsen Independent School District
GSF	gross square feet
HB-33	New Mexico House Bill 33 (the Public School Buildings Act)
HB-283	New Mexico House Bill 283
HVAC	heating, ventilation, and air conditioning
Kr	kindergarten
MEM	membership, meaning student enrollment
NMAC	New Mexico Administrative Code
NMCI	New Mexico Condition Index
NMPEC	New Mexico Public Education Commission
NMPED or PED	New Mexico Public Education Department
OT	occupational therapy
Pre-K	prekindergarten
PSCOC	New Mexico Public School Capital Outlay Council
PSF	per square foot
PSFA	New Mexico Public School Facilities Authority
PT	physical therapy
PTO	parent teacher organization

Abbreviations and Definitions, Continued

PTR	pupil / teacher ratio
SB-9	New Mexico Senate Bill 9 (the Public School Capital Improvement Act)
SFPS	Santa Fe Public School
SpEd	special education

Planning During COVID-19 Restrictions

ARC worked with numerous clients safely and successfully—including APS, SFPS, and GISD—during the restrictions of the COVID-19 pandemic. We continue to employ the following practices, as needed:



- *During fieldwork, our evaluators practice social distancing by using masks, gloves, and disinfectant when accessing schools.*
- *Many of our staff work remotely, for all or part of the week, using ARC servers to access the firm's capital planning tools.*
- *Project managers use videoconferencing, as needed, to keep in touch with clients. In lieu of face-to-face meetings, we designed and employ web-based questionnaires and video- or teleconferencing for follow-up.*

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I INTRODUCTION

This section discusses the goals for the desired future state of the district's educational programs and facilities. It also includes executive summaries regarding specific types of findings.

This document is a Facilities Master Plan (FMP) for Horizon Academy West (HAW), a state charter school. The intent of the plan update is to guide capital planning decisions to support the school's educational mission and meet state adequacy standards. The state Public School Capital Outlay Council (PSCOC) and Public School Facilities Authority (PSFA) require that all New Mexico public schools have a five-year facilities master plan as a prerequisite for eligibility to receive state capital outlay assistance. This master plan is in accordance with the guidance issued by the PSCOC and PSFA.

The facilities master plan serves as a flexible tool to present issues to the community, the governing council, and district staff for input and revision on a periodic basis. Preparation of this FMP involved a systematic process that strives to identify needs and wisely allocate capital resources. This is necessary to bring district facilities up to the state's adequacy standards and district policies, with respect to

- Life/health/safety
- Educational/programmatic needs (additions

and renovations to meet various educational standards) and curriculum needs

- Renewal needs (replacement school, renovations, refurbishing, planning studies, deferred maintenance, and major system replacement)
- Provision for necessary growth (new school, additions, renovations, site acquisition, and design planning studies)
- Educational technology

The FMP addresses four major questions:

- *Where do we want to be?* – identifies district facility goals
- *Where are we now?* – identifies the adequacy of district facilities and capacity to meet future needs
- *Where are we going?* – analyzes information about future enrollment, program changes, classroom needs, and financial resources
- *How do we get there?* – identifies the gaps between existing conditions and the ideal future state, develops a strategy to meet needs, and presents a prioritized list of capital projects

The FMP has five sections:

Section I – Introduction provides an overview of school’s basic facility information and the planning process.

Section II – Existing and Projected Conditions provides information about the educational programs and structure, school facilities, and enrollment.

Section III – Capacity and Utilization provides an analysis of capacity and utilization and identifies strategies to meet space needs.

Section IV – Capital Program provides supporting information regarding available funding, planning strategy and implementation.

Section V– Technical Appendix provides supporting information including plans, utilization details, Facility Assessment Database (FAD) and Facility Maintenance Assessment Report (FMAR) updates, and the school’s supplemental plans.

1A. Charter School Overview

1 School Mission

Horizon Academy West is committed to educational excellence, and our staff is dedicated to providing a rigorous, creative, well-rounded education for all students. Our school is committed to helping each student master his or her subjects, and learn to think-critically and creatively.

2 Overview

Initially granted their charter in 2003, and last renewed in 2018, this elementary state school services up to 500 students--from kindergarten to 5th grade. The school also houses a prekindergarten component, in addition to the elementary school’s 500-student cap. The charter is renewed every five years.

HAW has occupied its location since 2013; that being 3021 Todos Santos Road NW Albuquerque, New Mexico. Constructed in 2002 for commercial use, the nonprofit HAW Foundation renovated and built an addition prior to the school’s occupation of the building. The Foundation owns the building and the land. The school has a lease-to-purchase agreement with the Foundation; this agreement is in compliance

with HB-283, which states that all charter schools must be housed in public facilities.

The school is comprised of a single-story Main Building and a one-story Gymnasium Building. The Main Building contains two classroom wings, offices, a media center, a library, a multi-purpose space, a kitchen, and an administrative suite. The Gymnasium Building features a multipurpose room, an office, and a classroom.

The School does not have a permanent maintenance person. Consequently, work is contracted out as required; this is temporary until a maintenance person can be hired as a member of the permanent staff.

The school meets the majority of the required state adequacy standards, but falls short on some restroom American with Disabilities Act (ADA) requirements. The classrooms, computer lab, library, and kitchen are all undersized. No parent work space is provided. Staff store items wherever possible, including the conference room and electrical closets.

HAW is governed by a five-member governing council. The voting members are comprised of student parents and other community stakeholders. The nonvoting members include

the director, principal, family and community engagement coordinator, and a teacher. The Governing Council is an independent school board, thus providing oversight in matters of policy and budget.

1B. Planning Process

3 The FMP Process

The school conducted a comprehensive assessment of its facilities condition and ability to meet state standards. The assessment also evaluated the school's capability to accommodate (existing and projected) enrollments and programmatic needs. The school's administrative staff managed the process. Architectural

Research Consultants, Incorporated (ARC), conducted the facility evaluations and analyses.

4 Community Participation

The district held one steering committee meeting, met in a community forum, and held a governing council workshop.

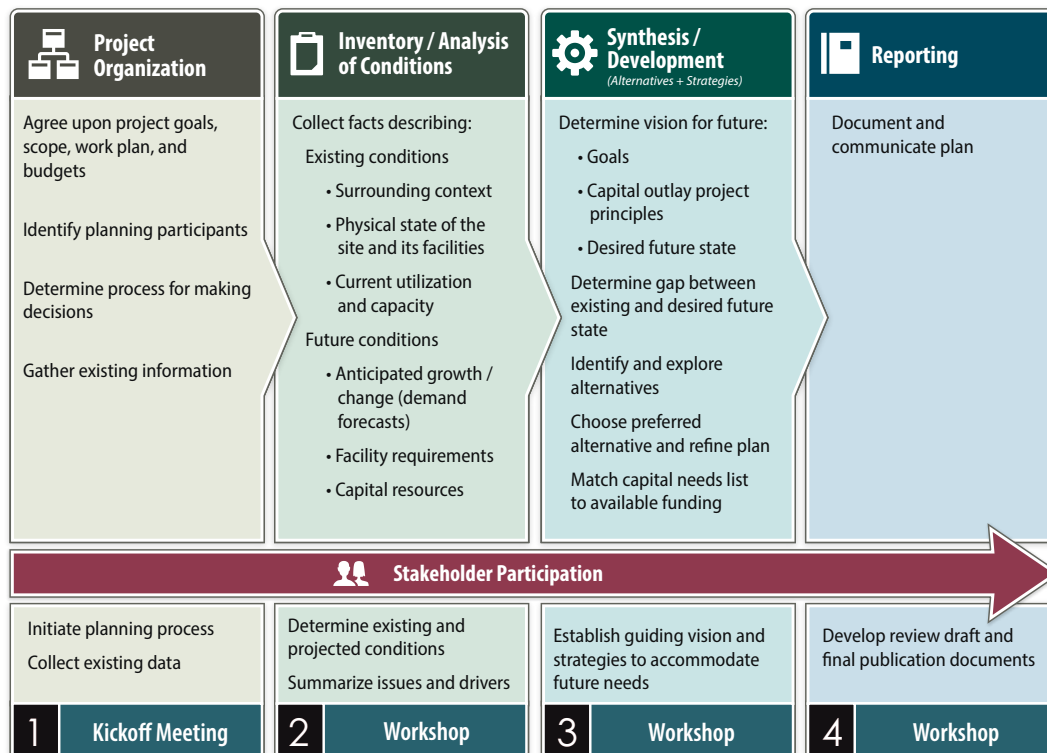
5 The Role of the Steering Committee

The executive director appointed members of the FMP steering committee to consider and recommend capital needs. The committee guided the administration and the council in setting capital improvement priorities. The council made the final decisions.

The FMP committee included

- Carissa Cantrell, Executive Director
- Andrea Gallegos, Dean of Students
- Alice Chavez, Operations Manager
- Diana Cordova, Business Manager

Exhibit 1: FMP Process Diagram



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II EXISTING & PROJECTED CONDITIONS

This section provides an overview of the district's current educational programs and facilities configuration, as well as community involvement.

2A. Educational Program and Curriculum Delivery Methods

I Educational Structure

HAW student body consists of grades Pre-K through 5th, and is organized according by grade level. The number of classes in 2021-2022 per grade level include

- Prekindergarten: one 4-year-old class
- Kindergarten: four classes
- 1st Grade: three classes
- 2nd Grade: three classes
- 3rd Grade: three classes
- 4th Grade: three classes
- 5th Grade: three classes

Class sizes are restricted to a ratio (student: teacher) of 23:1 and kindergarten is limited to 20:2. The prekindergarten class is restricted to 20 students with one teacher and one teacher's aide; Pre-K has two sessions, one in the morning and one in the afternoon.

School days run from Monday through Thursday.

Before Care begins at 7:15 am in the cafeteria.

School activities begin at 7:30 am.

Classes commence at 8:00 am with staggered recesses based on grade level in the morning and the afternoon.

Staff serve lunch from 11:05 am to 12:50 pm. Lunch has seven cycles, due to the impact of COVID-19.

School ends at 3:30 pm.

The after-school CREW program runs until 5:30pm.

Physical education (PE), library, computer and art are scheduled throughout the day and the school week in dedicated spaces.

Classrooms are equipped with desktop computers, projectors and whiteboards. Students have access to tablets and laptop computers. The school has a designated computer lab used for pull-out instruction.

Students participate in PE at least once per week, in either the gym or on the school's artificial turf field.

2 Educational Program and Philosophy

HAW is honored to be one of the first charter schools to be authorized by the New Mexico Public Education Commission (NMPEC).

HAW offers all state required Elementary School instruction. HAW follows Common Core Standards in language arts and mathematics, as well as New Mexico State Standards for science and social studies.

Teachers, students, parents, and community members are active participants through volunteering and committee membership. School Mission Statement: HAW has a commitment to educational excellence, and the staff is dedicated to providing a rigorous, creative, well-rounded education for all students.

The school is committed to helping each student master a challenging curriculum, while learning to think critically and creatively, and understanding the values and traditions that underlie our society. They believe that students have varying needs at different developmental stages, with each student bringing different lifestyles and cultural backgrounds with them. Students learn through active participation; HAW sees itself as a community of students and teachers, responsible to one another. The institution provides an environment that fosters the professional growth of a dedicated and diverse faculty, as they generate a foundation in learning and achievement for every student. They encourage teacher creativity and initiative, understand and support the whole child, attract and support a diverse student body along with achieving a school community that is socially responsible.

HAW offers before- and after-school programs that focuses on homework help, brings

community-based projects into the school, and has an active parent teacher organization (PTO).

The prekindergarten class at HAW is a New Mexico Pre-K program aimed at preparing 4-year-olds for kindergarten through an engaging, play-based curriculum. New Mexico PreK is a voluntary program funded by the state of New Mexico, and is intended to provide high-quality early childhood education and a solid foundation of skills to children before they head off to kindergarten.

As part of the New Mexico Pre-K program, the teachers develop activities that are meant to capture the imagination and curiosity of students while preparing them for a successful future.

These activities are based on seven distinct areas:

- Establishing social skills and appropriate behavior within a group
- Maintaining hygiene and overall health
- Developing problem-solving skills, and a sense of independence/perseverance
- Introduction to fundamentals of science
- Listening, language, reading, and writing
- Counting, shapes, sorting, and measuring
- Art, music, and movement

HAW offers Special Education for all students. SpEd is an important part of the HAW community. The School offers inclusion and special pull-out instruction for all students.

3 Anticipated Changes

The school is actively pursuing purchasing land adjacent to their property in order to accommodate and expand the prekindergarten program into 3-year-old and 4-year-old programs. These facilities would reside self-contained on the extended campus, so these young students would not have direct interaction with the elementary students. Although, parents with both Pre-K and elementary students would

Exhibit 2: Campus Site with Possible Expansion Properties



be able to have all their children on a single campus. This would also free up space for the K-5 programs as the student enrollment returns to the pre-pandemic numbers. Additional acreage would provide more on-site parking and improved drop-off and pick-up lanes.

The school is also considering purchasing the property across from the main entrance along

Todos Santos Street for additional parking, both during school hours and for special events. If purchased, the metal building on-site would be removed and a gravel parking lot constructed.

HAW does not share or have joint-use facilities with other educational facilities.

2B. Site and Facilities

Immediately surrounding HAW are some light industrial sites. Expanding beyond the industrial area, are residential neighborhoods. Rinconada Park sits immediately north of the campus with the Bob McCannon Parkway separating the two properties.

ARC evaluated the facilities with rigorous detail in February of 2022. The ARC evaluator scored the site and facilities with respect to condition, district facility planning standards, and New Mexico School Facility Adequacy Standards. The facility scored an 85.3%, indicating it is in satisfactory condition and well maintained.

Facilities scoring in the satisfactory range can require capital investments to bring them up to standards or to address cyclical renewal of systems.

The State of New Mexico ranks each school facility with respect to all other facilities in the

state, and assigns a condition index value. The New Mexico Condition Index (NMCI) value is a composite derived from the cost of physical and programmatic deficiencies as related to the replacement cost of the facilities. The rankings start at #1, assigned to the school having the

greatest need of all schools in the state, and proceeds to the highest-numbered ranking, which indicates the school in the best condition.

PSFA ranks HAW at 627 with a NMCI of 9.30% and a campus FCI of 40.08%.

Indicating that the PSFA considers these facilities to be in excellent condition. Therefore, the PSCOC is unlikely to fund any major renovation projects during the next five years.

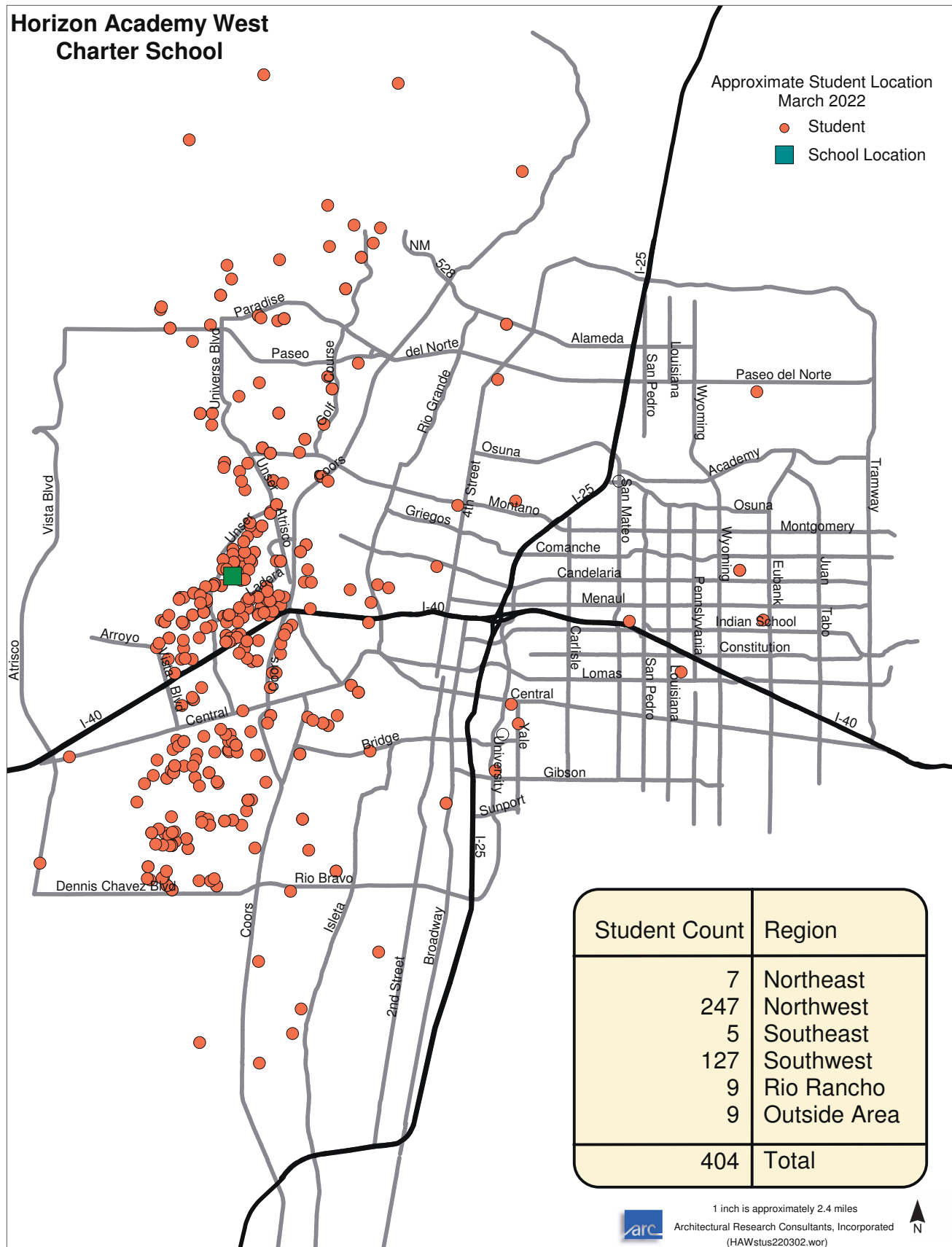
Note that the PSFA does not rank early childhood education, administration, or support facilities. The PSCOC does not fund capital needs for administration and support facilities.



Exhibit 3: ARC Score

Facility	The Site	Physical Plant	Adequacy	ARC %	ARC Tier
Main Building	84.4	84.7	86.6	85.3	Satisfactory

Exhibit 4: Student Locations



2C. Enrollment and Charter School Cap

1 10 Year Enrollment

Exhibit 5: 10 Year Enrollment Chart

Grade	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22
Pre-K							40	38	36	31	40
Pre-K Total							40	38	36	31	40
Kindergarten	59	78	73	76	76	79	77	78	74	58	65
01	65	63	79	79	73	83	83	77	77	60	56
02	68	66	54	87	77	66	78	86	75	71	54
03	66	63	65	56	87	81	66	81	86	68	67
04	67	69	59	72	55	91	76	70	88	75	59
05	67	68	67	68	67	51	85	67	58	70	68
06	43	30	20	19							
Charter Total	435	437	417	457	435	451	465	459	458	402	369
TOTAL ENROLLMENT	435	437	417	457	435	451	505	497	494	433	409

2 Factors of Enrollment

Enrollment is expected to recover from the declines experienced during the COVID-19 pandemic.

Competition with mainstream public school systems (APS and RRPS) will continue to be high, but the reputation of the school is excellent.

Five years ago, students were distributed evenly across the Rio Grande Valley. Currently, students concentrate around the school site and travel predominantly from the west side of the Rio Grande river.





III CAPACITY & UTILIZATION

This section identifies

- *The maximum, functional, and programmatic student capacity of the school.*
- *Existing and projected classroom needs to accommodate projected enrollment.*
- *Special factors influencing classroom use.*
- *Strategies to accommodate school needs.*

3A. Maximum/Functional Capacity Analysis

I Capacity Analysis

ARC analyzed school facilities to determine existing classroom use and the number of classrooms needed to accommodate current and projected student enrollment. The analysis considered both the supply of classrooms and the demand for them.

ARC based the supply of classrooms on identified use and a detailed inventory of each school's net-available instructional spaces; those house the general education, special education (C&D levels) and special programs (A&B special education, federal and categorical).

The analysis of the demand for classrooms calculated the need for general and special education classrooms. The calculation was based on state-mandated pupil/teacher ratios (PTR)

and the mix of special programs at each school, using existing and projected enrollments. ARC assumed that future special program needs will maintain the school's current enrollment ratios. Then the analysis compared the number of classrooms needed for current and projected enrollments to the number of available classrooms.

To estimate capital requirements, facility planners consider utilization information; these are district policies regarding the desirable size of schools, and the condition of existing facilities. The requirements address classroom the deficits and surpluses anticipated districtwide, for each school facility or a particular geographic area. Next, planners consider various strategies to meet classroom need projections, including a new school, classroom additions, portable classrooms,

Exhibit 6: Capacity Analysis for the Preschool and Elementary School Diagram

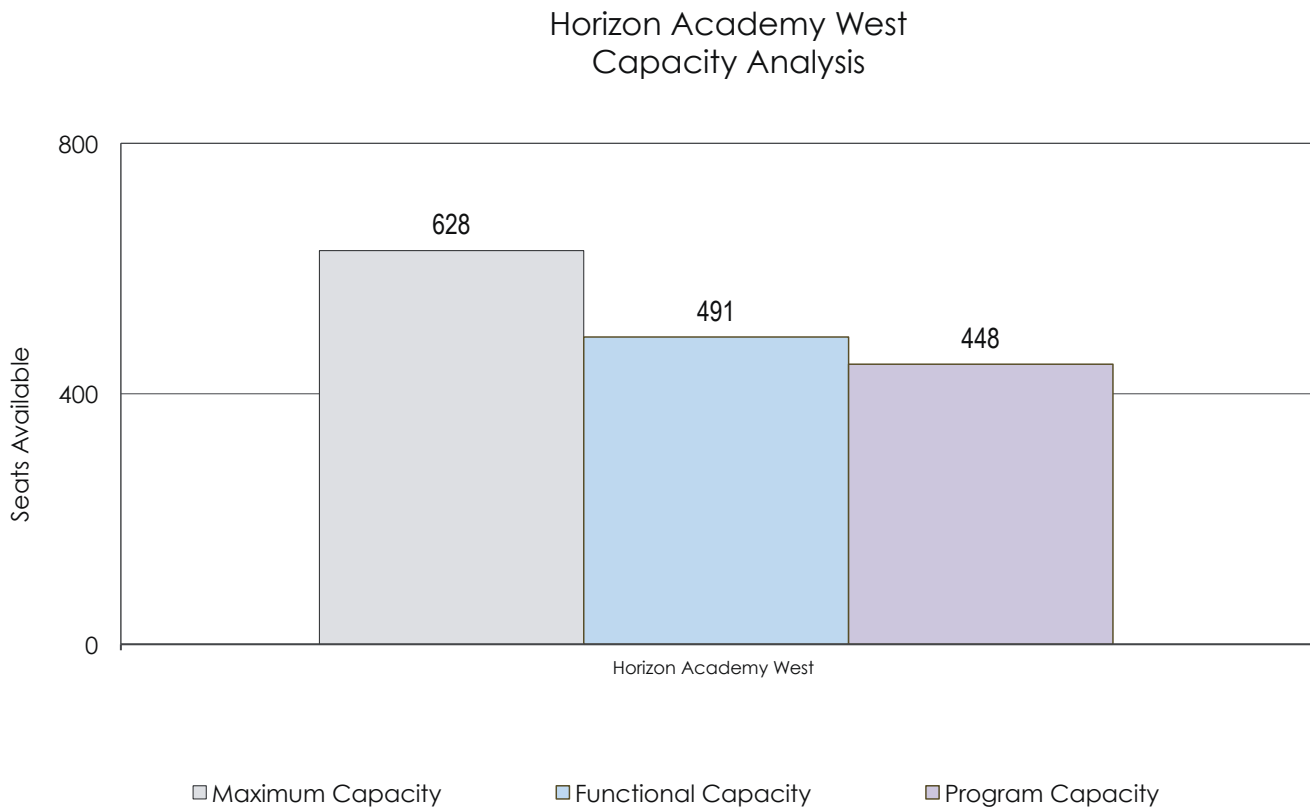


Exhibit 7: Capacity and Utilization Summary Analysis Chart

School Data 2021-22 sy							Analysis 2021-22 sy					
School Name	Classrooms/Program Spaces ¹						Capacity Analysis			Utilization Analysis		
	Total Perm/Port on Site	Perm/Port in Funct Cap Calc.	% CR Not used in Capacity	Total Prgm Sp on Site	Total Prgm Sp In Cap Calc.	% Prgm Sp Not used in Capacity	Maximum	Functional	Program*	Facility Utilization ¹	Occupancy Utilization ²	Classroom Loading Utilization ³
Horizon Academy West	26	20	23%	2	0	0%	628	491	448	100%	90%	88%

Note: Program Space = 375 sf to 574 sf

¹ Facility Utilization = how many periods a day the instructional space is used vs available periods

² Occupancy Utilization = the average of instructional space used period

³ Loading Utilization = the number of students vs max number allowed per PED PTRs

*Program Capacity for district use only

boundary adjustments, grade reconfiguration, and variations in scheduling.

Site capacity identifies the number of students the facility can accommodate. Capacity analysis is similar to utilization analysis; they the same data, but to different ends. The capacity of the school is based on the number of students who can be accommodated in regular and special program classrooms, including spaces for pull-out programs serving special needs and low-incidence disability students, and also counts classrooms that do not meet state adequacy standards.

Maximum Capacity includes designed instructional space regardless of assignment.

It indicates a capacity where every room is fully loaded and used for instruction during every period of the day, regardless of the charter cap.

Functional Capacity

includes all designed instructional spaces. This capacity does not include rooms for pull-out programs or open labs, nor those that are part of a suite. *Recaptured instructional spaces* include book rooms, counselors' offices in full-size classrooms, spaces dedicated to after-school programs, and the like.

Program Capacity indicates how the school is used at the time of the evaluation and shows and shows the number of available seats if the school continues to deliver the program as is. Calculation of program capacity at elementary schools applies

an efficiency percentage to reflect variations in enrollment by grade. At middle and high schools, calculation of program capacity applies an efficiency percentage to reflect scheduling inefficiencies in the master schedule and bell schedules for programs that vary in enrollment. Please see the utilization and capacity detailed tables in the Technical Appendix, Section V.

2 Special Factors Affecting Capacity

SpEd programs, such as federal and categorical programs, influence classroom usage. The school dedicates classrooms for special programs. The school uses inclusion for all SpEd students, with pull-outs for special help as needed.

SpEd classrooms for developmentally delayed (DD) students require toilet, shower, changing, kitchen, and laundry spaces, in addition to a classroom space of adequate size. These classrooms need to be flexible in order to serve students ranging from those with profound or severe disabilities, to those who are high functioning.



It is difficult to predict classroom need for the programs, since the usual data source for enrollment projections—official 40-day enrollment reports—does not appear to apply.

The ability of the school to serve these students is also subject to federal and state policies and available funding.

3B. Utilization Analysis

I Utilization Overview

While capacity analysis determines the student capacity of a facility, *utilization analysis* identifies classroom use and needs, given the existing facilities and program constraints.

► Pre-K Classroom Needs

The school operates one four-year-old preschool program with two sessions, which take place within the main building.

A waiting list and parental feedback indicate that a three-year-old Pre-K classroom is needed in addition to the four-year-old Pre-K classes. The Pre-K facilities and students would perform

better in a separate building designed and built for these ages.

► Elementary School Classroom Needs (K-5)

The school operates at six grade levels. Ancillary spaces and the Pre-K class take valuable space away from regular grade levels., which will be needed as students return to the school.

The facility is used ably and supports the programs well. See Exhibit 8 for Facility Use, Exhibit 9 for the detailed analysis, and the color coded plans in Section 5 for room assignments from the 2021-2022 school year.

Exhibit 8: Building Usage by Function

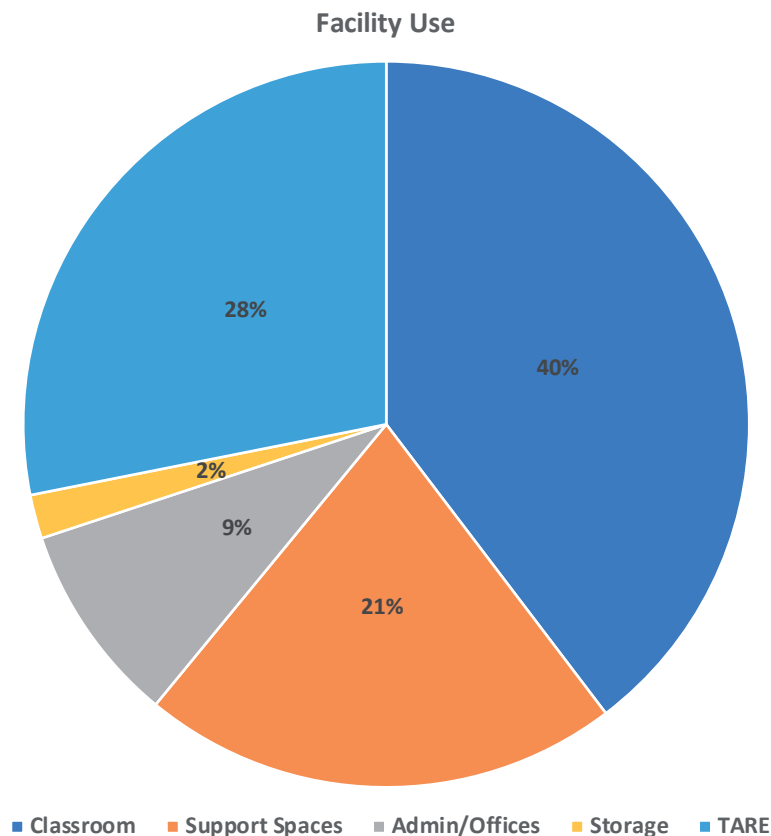


Exhibit 9: Capacity and Utilization Detailed Analysis

Classroom Need Detail Analysis

Assignment	Perm	Prgm Sp	PTR	PED Published 40-day Enroll	Avail Seats	5-Yr Proj	Straight Calc	Round	Avail Seats	10-yr	Straight Calc	Round	Avail Seats
Pre-K 3yr													
Pre-K 4yr	1		40	40	40	40	1.0	1	0	40	1.0	1	0
Kindergarten	4		20	65	15	80	4.0	4	0	80	4.0	4	0
1st Grade	3		22	56	10	88	4.0	4	0	88	4.0	4	0
2nd Grade	3		22	54	12	88	4.0	4	0	88	4.0	4	0
3rd Grade	3		22	67	-1	66	3.0	3	0	66	3.0	3	0
4th Grade	3		24	59	13	72	3.0	3	0	72	3.0	3	0
5th Grade	3		24	68	4	72	3.0	3	0	72	3.0	3	0
Adjust to March 2022 Enrollment				-4									
SPED in Cap								0				0	
SPED/Sp Pgms	4	2						4				4	
Shared Prgms**	2							2				2	
Other Use Cap								0				0	
Other Use No Cap								0				0	
Total	26	2		405	53	506		28	0	506		28	0
		28						Short CRs/(Extra CRs)	0			Short CRs/(Extra CRs)	0

**Current programs = Elementary PE and art. Add music program in the future.

Utilization Detail Analysis

Grade Level	PED Publis hed 40-	SPED 2020	No. Tchrs	No. CRs
Pre-K 3yr				
Pre-K 4yr	40		1	1
Kindergarten	65		4	4
1st Grade	56		3	3
2nd Grade	54		3	3
3rd Grade	67		3	3
4th Grade	59		3	3
5th Grade	68		3	3
Adjust to 3/22	-4			
SPED in Cap				
SPED/Sp Pgms			6	6
Shared Prgms**			2	2
Other Use Cap				
Other Use No Cap				
Total:	405	0	28	28

NMAC preK/K nsf/Student

50

NMAC 1st-6th nsf/Student

32

No. of Lunch Turns Per Day*

1

3

No. of Lunch Turns Per Day*	1
-----------------------------	---

Lunch: 11:05-12:40

School	Horizon Academy West
Date	2021-22 sy

Utilization Analysis

Facility Utilization %:

100%

% of Occupancy:

90%

PTR Loading Utilization %:

88%

Capacity Analysis

40-day Enroll	Max	Funct	Current Prgm
405	628	491	448

Classroom Need Analysis

	CR Cnt	Poss Add CR Need
Total CR on Site:	28	
Total CR Need 5 Yrs:	28	0
Total CR Need 10 Yrs:	28	0

School Start Time	8:00
School End Time	2:45
Total Hrs in School Day	6:45

School Detail Data						Capacity Detail Analysis								Utilization Detail Analysis									
ALL CLASSROOMS (General, Art, PE, Computer Lab SPED, Title I, PT/OT, Etc.)						With Portables				SF/PTR/Enroll			Hours Per Day Classroom is Used					UTILIZATION					
Teacher Name	Cr Use/Grade Level	Rm No.	CR SF	Perm	Prgm Sp	Max	Funct	Current Prgm	NMAC SF/Stdt	NMAC SF/Stdt Calc ¹	PED PTR per CR	PED Published 40-day Enroll	% CR Occup (see note)	Does CR Meet Adeq	M	T	W	TH	F	Total Hrs Used	Total Hrs Avail	Util %	
Carlton, G	Kindergarten	108	931	1		19	19	19	50	19	20	17	91%	No						0.0		100%	
Stoffan, L	Kindergarten	111	931	1		19	19	19	50	19	20	16	86%	No						0.0		100%	
Baca, R	Pre-Kinder 4yo ¹	116	931	1		37	37	37	50	37	40	36	97%	No						0.0		100%	
Yaksich, M	2nd Grade	123	804	1		25	22	22	32	25	22	19	86%	Yes						0.0		100%	
Bowker, A	ES Phys Ed	124	3,092	1		22	0	0	32	97			100%	Yes						0.0		100%	
Whatley, K	Art	125	609	1		19	0	0	32	19			100%	Yes						0.0		100%	
Lacey, J	1st Grade	127	805	1		25	22	22	32	25	22	18	82%	Yes						0.0		100%	
Schmid, C	2nd Grade	128	805	1		25	22	22	32	25	22	17	77%	Yes						0.0		100%	
Perea, C	1st Grade	138	802	1		25	22	22	32	25	22	18	82%	Yes						0.0		100%	
Cordova, I	1st Grade	139	805	1		25	22	22	32	25	22	18	82%	Yes						0.0		100%	
Flores, C	2nd Grade	140	803	1		25	22	22	32	25	22	18	82%	Yes						0.0		100%	
Gutierrez, L	Kindergarten	201	871	1		17	17	17	50	17	20	17	98%	No						0.0		100%	
Rodriguez, K	Kindergarten	204	871	1		17	17	17	50	17	20	17	98%	No						0.0		100%	
Serna, P	Gifted	207	439		1	14	0	0	32	14			100%	Yes						0.0		100%	
O'Connor, L	SPED	208	438		1	14	0	0	32	14			100%	Yes						0.0		100%	
Keeling, H	3rd Grade	219	748	1		23	22	22	32	23	22	21	95%	Yes						0.0		100%	
McMaster, S	3rd Grade	223	749	1		23	22	22	32	23	22	23	105%	Yes						0.0		100%	
Martin, K	3rd Grade	224	749	1		23	22	22	32	23	22	22	100%	Yes						0.0		100%	
Rappuhn, D	4th Grade	225	748	1		23	23	23	32	23	24	20	86%	No						0.0		100%	
Blackshear, C	SPED	226	748	1		23	0	0	32	23			100%	Yes						0.0		100%	
Sanchez, J	4th Grade	229	748	1		23	23	23	32	23	24	21	90%	No						0.0		100%	
Milinzazzo, D	4th Grade	230	748	1		23	23	23	32	23	24	19	81%	No						0.0		100%	
Kenner, C	5th Grade	234	748	1		23	23	23	32	23	24	23	98%	No						0.0		100%	
Newman, J	5th Grade	235	748	1		23	23	23	32	23	24	23	98%	No						0.0		100%	
Larranga, I	5th Grade	238	746	1		23	23	23	32	23	24	22	94%	No						0.0		100%	
Apodaca, A	SPED	239	746	1		23	0		32	23			0%	Yes						0.0		100%	
Classroom Recapture																							
LaBarre, M	Intervention	218	748	1		23	23	0	32	23	24		100%	No						0.0		100%	
Heermann, M	Intervention	237	636	1		20	20	0	32	20	24		100%	No						0.0		100%	
				0																			
TOTALS						628	491	448			510	405			TTL						0.0		0.0

Note: Highlighted numbers = utilization is greater than room square footage allows, or loading is greater than PED PTR specifications.

1 Pre-K am/pm doubles the room capacity calculation

Scheduling Efficiency 95%:

425

K-6 Grade Enroll:

462

PTR Loading Utilization:

88%

Occupancy Utilization:

90%

Facility Utilization:

100%

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2 Facility Utilization

► Administration and Classrooms

The administration suite sits at the main entrance with good control over visitor entry. Administrative and support offices are scattered throughout the school. Other administrative facilities include a lounge, several work rooms, and a nurse's suite.

26 classrooms are potentially available, with four of those classrooms currently used for special education pull-out programs.

► Kitchen and Dining

Dining facilities consist of a kitchen with an exterior refrigerator and freezer. The multi-purpose room is used as the cafeteria.

► Ancillary Spaces

The school hosts a dedicated gymnasium, turf field, library, art classroom, and a computer lab.

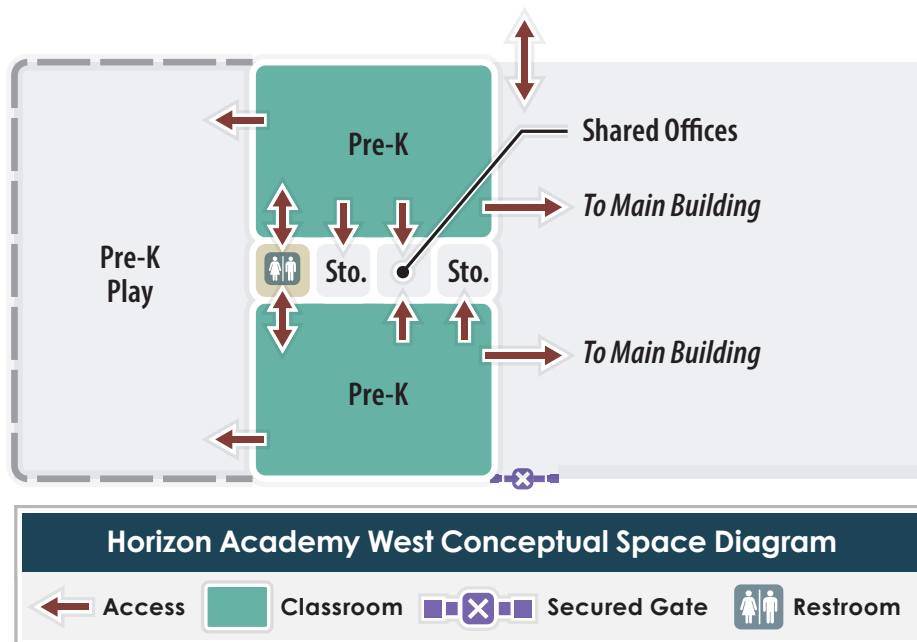
3 Utilization Factors

PSFA's square footage calculator recommends 126 gross square feet (GSF) per student or 67,893 GSF for 540 students, including Pre-K. The current GSF of 45,985 is 68% less than PSFA's recommended size for a full contingent of Pre-K through 5th grade students.

Although compact, the school staff and administration feel that they can accommodate the 500 K-5 students, as per their charter. Staff feedback indicates classroom spaces are adequate; however, the support spaces such as offices, SpEd, and occupational/physical therapy (OT/PT) services are lacking. Staff double up in the offices, which makes scheduling available spaces problematic at times.

The single Pre-K classroom requirements put an added load on the current facilities and removes one available classroom space from the school's K-5 program.

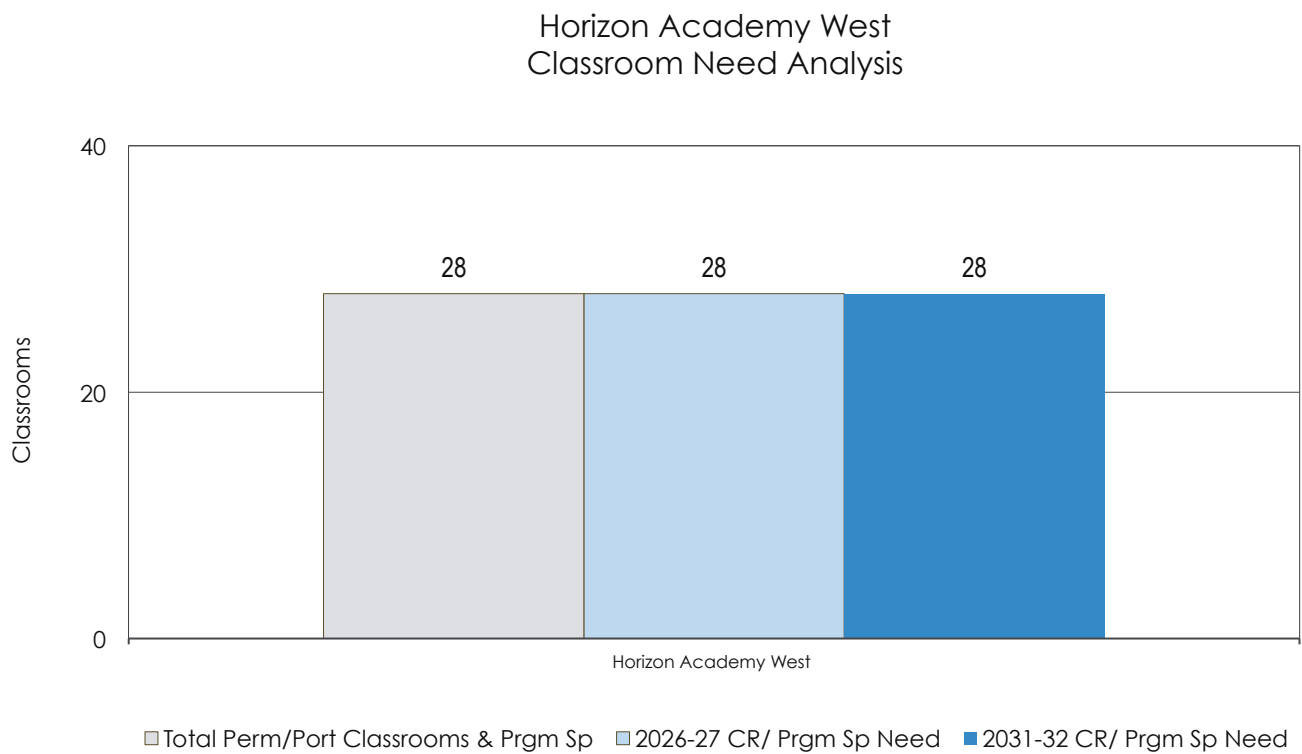
Exhibit 10: Possible PreK Building Conceptual Plan

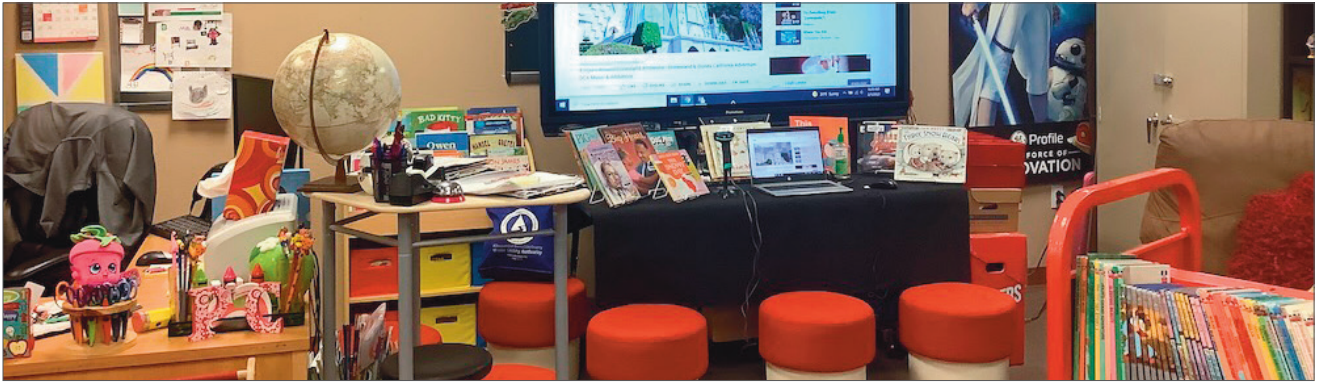


4 Ability to Accommodate Enrollment

Per ARC's analysis, for the school to accommodate the original charter cap of 500 and provide Pre-K services for 40 additional students, a separate Pre-K building with two Pre-K classrooms is recommended, with the possibility of additional ancillary spaces for OT, PT, and offices.

Exhibit 11: Classroom Need Chart





IV CAPITAL PROGRAM

This section summarizes total capital needs identified by the school, addressing growth, renewal of existing facilities, technology, and educational and programmatic requirements.

4A. Available Funding

1 School Capital Funding History

The school has limited funds for capital improvements. Senate Bill 9 (SB-9) and House Bill 33 (HB-33) provide the available funds to meet its capital needs. This section describes these funding program.

► The Public School Capital Improvement Act (a.k.a. SB-9) Mil Levy Funds

The SB-9 program is a two-mil levy that generates funds equal to about \$75,000 per year for HAW. The state matches the local revenue. Revenue from the mil levy is distributed on a per-MEM rate; MEM stands for membership, meaning student enrollment. Funds generated through imposition of the two-mil levy must be used for

- Erecting, renovating, making additions to, providing equipment for, or furnishing public school buildings.
- Payments made pursuant to a financing agreement entered into by a school district or

a charter school for the leasing of a building or other real property with an option to purchase for a price that is reduced according to payments made.

- Purchasing or improving public school grounds.
- Maintenance of public school buildings or public school grounds, including payments under contract for maintenance support services and expenditures for technical training and certification for maintenance and facilities management personnel, but *excluding* salary expenses of school district employees.
- Purchasing activity vehicles for transporting students to extracurricular activities.
- Purchasing computer software and hardware for student use in public school classrooms.

Source: *How Public Schools Are Funded*, NMPED, February 10, 2009, pages 10-11.

SB-9 elections are held every six years. The next election is set for 2023.

► Public Schools Building Act HB -33

The Public School Buildings Act (HB-33) allows school districts to impose a tax not to exceed ten mills for a maximum of six years on the net taxable value of property upon approval of qualified voters. These funds may be used to

- erect, remodel, make additions to, provide equipment for, or furnish public school buildings.
- make payments pursuant to a financing agreement for a lease of a building or other real property with an option to purchase for a price that is reduced according to payments made.
- purchase or improve public school grounds.
- purchase activity vehicles for transporting students to extracurricular activities, provided that this authorization does not apply to school districts with student memberships of greater than 60,000.
- administer the aforementioned first three eligible uses; including expenditures for facility maintenance software, project management software, project oversight, and district personnel specifically related to administration of projects funded by HB-33, provided that expenditures pursuant to this subsection shall not exceed 5% of the total project costs.

The law requires school districts to share local facilities funds with charter schools in an amount proportionate to a charter's enrollment. The law states that school district tax levy resolutions submitted to the voters for approval must contain capital improvement funding for charter schools that have an approved facility plan and that have been renewed at least once. It also allows charter schools to access public capital outlay grants through the PSCOC in similar ways to other public schools in the state.

► Public Schools Capital Outlay Commission Funds

The State of New Mexico offers a variety of funding assistance programs for planning, project development, and construction. PSCOC requires that each charter school have a five-year master plan that is current and PSFA-approved.

New Mexico's PSCOC ranks each school facility with respect to all other school facilities in the state, and assigns a condition index value. The NMCI value is a composite derived from the cost of physical and programmatic deficiencies as related to the replacement cost of the facilities.

PSCOC rankings and NMCI values from the current *2021-2022 Final Rank Report* rank HAW at 627. The rankings start at #1, with the school having the greatest need of all the schools in the state, and proceeds to the highest-numbered ranking, which indicates the school with the least need.

ARC has updated information in the PSFA's FAD, which may change rankings to align more closely with FMP assessments and scoring.

PSCOC's emergency grant assistance program considers funding for situations where the health or safety of students or school personnel is at immediate risk or where a threat of significant property damage exists.

PSCOC has a systems initiative program, with the purpose to extend the life of existing school facilities, at the least possible cost, while providing the greatest benefits to school districts and their students. While this program is intended for schools that may not qualify for standards-based awards, qualifying criteria include that the school is within the top 300 of the PSFA's final ranked list. HAW does not qualify for PSCOC capital improvement funding based on its current ranking.

2 Current and Anticipated Resources Available

▶ SB-9 and HB-33

The school anticipates continued voter support of SB-9 and HB-33. Monies from SB-9 and HB-33 fund maintenance needs, janitorial services, technology, security and all small construction projects at about \$150,000 per year from SB-9 and \$300,000 per year from HB-33.

The maintenance budget is about 75% of the recommended budget of \$3.50 PSF (per square foot) per year. This includes setting aside funds for the cyclical renewal of roofs and HVAC systems.

▶ Other Funds

The school can apply for direct appropriation from the legislature for capital projects or apply to the PSCOC for funding a new Pre-K facility.

ARC's facilities evaluations identified about \$1.4 million in capital needs, not including the proposed Pre-K or land acquisitions.

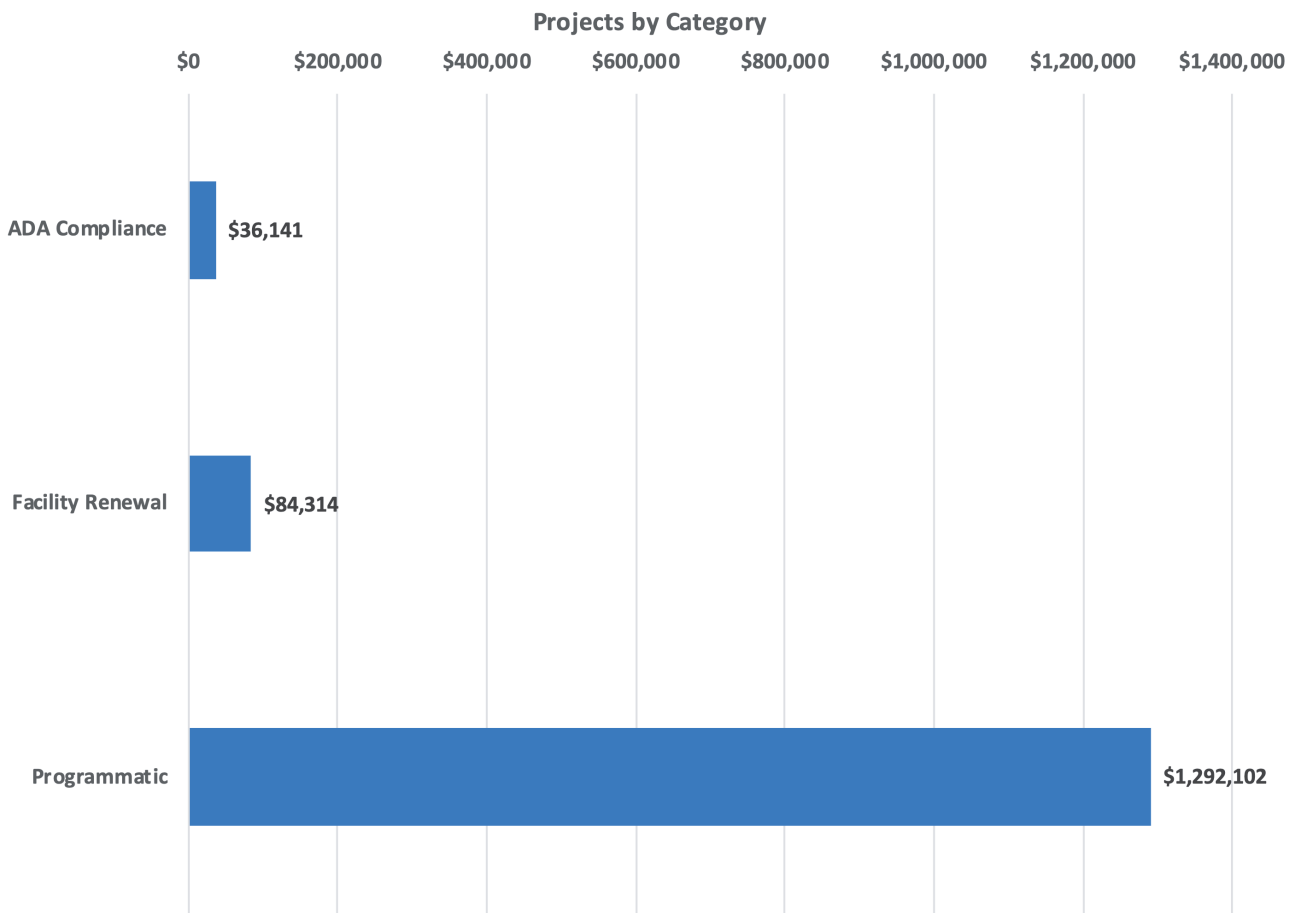
Capital improvement projects (CIPs) are project estimates that address facility condition and adequacy deficiencies, programmatic and growth needs, athletics master plan needs, and sustainability upgrades and opportunities. Each CIP includes a project description and budget that address facility need. The CIPs include projects that address district goals, elevating maintenance projects and sustainability needs and opportunities.

▶ Lease Assistance

The school facilities are lease-to-own from the HAWs Foundation, and receives lease assistance from the State.



Exhibit 12: Capital Needs by Category



4B. Planning Strategy and Implementation

I Considerations for Developing the Planning Strategy & Implementation

ARC sorts and codes all CIP projects into categories aligned with school goals, initiatives, funding, and possibly other criteria. The CIP codes for the HAW 2022 FMP include category codes for

- ADA Compliance
- Facility Renewal
- Programmatic Improvements (projects that address program needs and adequacy, typically projects in instructional spaces)

► Accomplishments Over the Past Five Years

The school acquired additional land and built a on-site turf play field.

► Needs by Facility

The school lacks funds for any of the significant capital projects; however, the staff plan on accomplishing as many small projects as possible over the next five years with their available funds.

The following is a summary of projects that could be accomplished if state funding can be obtained:

Pre-K Needs

Purchase adjacent property and build a new Pre-K Facility.

Elementary School Needs

Upgrade and expand the kitchen.

▶ Preventive Maintenance Needs

The objectives of the school's preventive maintenance program are as follows:

- Extend the life of systems
- Hire a full-time maintenance person

4C. Capital Plan Priorities

1 Public Engagement in the Prioritization Process

All projects were vetted by the HAW Steering Committee for accuracy. A public meeting was held at the school with an electronic link for parents and staff to attend remotely.

See Section V for the detailed summary report and the capital improvement projects.

2 How Priorities Relate to the PSFA Facilities Assessment Database and NM Adequacy Standards

The evaluator looks at all spaces for size, environment (thermal comfort/lighting/color/ambiance/ventilation), condition, amenities, technologies, and compliance with codes and state adequacy standards. ARC assessed the roofs, the condition of the exterior of buildings, the site including the play areas, physical education options, safety, condition, landscaping, drainage, ADA compliance, parking and traffic issues, lighting, fencing and security, and utilities.

The evaluator also interviewed the principal and key staff, and took photos of all school elements. The evaluator reviewed PSFA's FAD reports and FMARs for any additional information that he might not have observed during the field visit.

The evaluator manually updated hard copies of the FAD and FMAR reports with their observations and sent these to PSFA for its database manager to update the information within PSFA's database.

The evaluator then consolidated and documented the information in a comprehensive summary report with recommended CIPs, which were vetted by the steering committee. The FAD and FMAR updates and ARC's reports are found in Section V, the Technical Appendix.

The project manager interviewed key district personnel and recorded their concerns and plans for future program needs. These projects are incorporated into the report and CIPs as well as the FMP's long-range plans, which were vetted by the steering committee to ensure continuity and equity.

1 Standards Based Capital Improvement Projects

The school does not anticipate any standards-based projects for the next cycle of funding.

2 Systems Based Capital Improvement Projects

The school does not anticipate any systems-based projects for the next cycle of funding.

3 Security

Security projects are funded through the HB-33.

4 Priorities & Funding Sources for Broadband Projects

The school has not formalized a technology plan

► Plan Adoption

The HAW Governing Council approved this update to the Horizon Academy West Facility Master Plan for 2022 through 2027 on August 16, 2022, at its regular meeting. The agenda and minutes are available in Section V, the Technical Appendix.

► Capital Plan Review

The HAW Capital Plan is subject to review and revision, depending on factors such as the outcome of mil levy elections, the construction climate, local and state economic conditions, as well as changes in local and state educational policies and requirements.

The school may modify the recommended project priorities to bundle similar projects in order to generate savings or respond to unforeseen construction conditions, material availability or costs, and possibly other factors.

The school may remove projects or realize savings in project implementation. It can also expect bond funding to generate interest that can be applied to the capital implementation program.

There is no guarantee that the district will generate the planned revenues. It will revisit its funding strategies as conditions require.



Exhibit 13: HAW Inventory

Horizon Academy West
Facilities Data and Inventory - 2022

Category	Facility	ID	Address	ZIP	Opening Date	FCI/ NMC	Leased/ Owned	Original Build Date	Age	Building Additions	Site Acreage	Total Perm Bldg Area	Total Port Bldg Area	Total Bldg Area (GSF)	% GSF Portable	No. of Perm. Bldgs	No. of Port. Bldgs.	Grades	Total Students 2021/22 40 Day	Perm CR's	Gym/PE Multi-Purpose	Computer Labs	No. Port CR's	Total CR's	% Portable Classrooms	Students Per Classroom	GSF Per Student	
1	Charter	Horizon Academy West	503022	3021 Todos Santos St.	87120	2003	627	Lease to Own	2002	20	2006, '13	5.02	45,986	0	45,986	0.0%	3	0	PreK-5	409	25	2	1	0	28	0.0%	14.61	112.44
Sub-total											5.02	45,986	0	45,986	0.00%	3	0		409	25	2	1	0	28	0.00%	14.61		

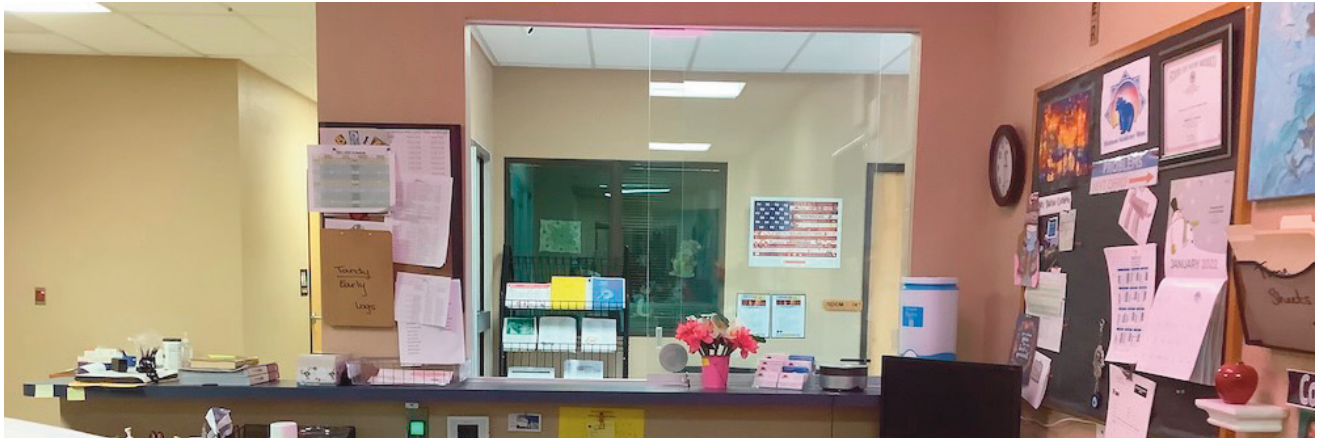
Exhibit 14: HAW Capital Plan, 2022-2027

						Funding Tier					Potential Capital Funding							
Project Number	Project Code		Project Name			Sub-Project Name	NMCI Rank 2022	Total Cost	Priority 1 1st Year	Priority 2 2-3 Years	Priority 3 4-5 Years	Priority 4 6-10 Years	Future	SB 9	SB 33	Total Funded CIP	HAW Share (100%)	Potential PSCOC Share (0%)
Horizon Academy West							627	\$1,412,558	\$0	\$0	\$1,412,558	\$0	\$0	\$0	\$0	\$0	\$1,412,558	\$0
1	2001.	001.	3.	05.	A03.1.	3.	ADA Compliance: Site Improvements	Install ADA swing	\$670			\$670				\$0	\$670	\$0
2	2001.	002.	3.	05.	A03.1.	3.	ADA Compliance: Site Improvements	Install handrails	\$2,125			\$2,125				\$0	\$2,125	\$0
3	2001.	003.	3.	05.	A03.1.	3.	ADA Compliance: Site Improvements	Demo concrete curb	\$51			\$51				\$0	\$51	\$0
4	2001.	004.	3.	05.	A03.1.	3.	ADA Compliance: Site Improvements	Install concrete curb cut	\$7,075			\$7,075				\$0	\$7,075	\$0
5	2001.	005.	3.	05.	A03.1.	3.	ADA Compliance: Site Improvements	Install concrete pathway	\$2,152			\$2,152				\$0	\$2,152	\$0
6	2002.	001.	4.	06.	B03.	3.	Parking Lot Improvements	Crack seal parking lot	\$3,608			\$3,608				\$0	\$3,608	\$0
7	2003.	001.	4.	06.	B04.	3.	Fencing Improvements	Remove barbed wire and chain-link fabric (adj. for demo)	\$8,628			\$8,628				\$0	\$8,628	\$0
8	2003.	002.	4.	06.	B04.	3.	Fencing Improvements	Install chain-link fabric	\$17,257			\$17,257				\$0	\$17,257	\$0
9	2004.	001.	4.	08.	D03.	3.	HVAC Rebalance	Rebalance HVAC	\$54,821			\$54,821				\$0	\$54,821	\$0
10	2005.	001.	3.	05.	A03.	3.	ADA Compliance: Interior Improvements	Install tactile and Braille signage	\$9,623			\$9,623				\$0	\$9,623	\$0
11	2005.	002.	3.	05.	A03.	3.	ADA Compliance: Interior Improvements	Install water closets	\$10,652			\$10,652				\$0	\$10,652	\$0
12	2005.	003.	3.	05.	A03.	3.	ADA Compliance: Interior Improvements	Adjust accessories	\$2,954			\$2,954				\$0	\$2,954	\$0
13	2005.	004.	3.	05.	A03.	3.	ADA Compliance: Interior Improvements	Install vertical and horizontal grab bars	\$839			\$839				\$0	\$839	\$0
14	2006.	001.	6.	02.	F13.	3.	Kitchen Addition	Kitchen addition	\$1,292,102			\$1,292,102				\$0	\$1,292,102	\$0
15	2007.	001.	4.	00.	F01.	5.	Alternative Solution: Pre-K Addition	Construct addition	\$0				\$0			\$0	\$0	\$0

Note: NR = Not Ranked

	Total CIP Recommendations	Priority 1 1st Year	Priority 2 2-3 Years	Priority 3 4-5 Years	Priority 4 6-10 Years	Future	2021 GOB	SB9	Total Funded CIP	MMS	Potential PSCOC
Totals	\$1,412,558	\$0	\$0	\$1,412,558	\$0	\$0	\$0	\$0	\$0	\$1,412,558	\$0
	With inflation est. at 3% annually										
				\$1,589,845.91							

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V TECHNICAL APPENDIX

This section provides detailed information about district schools and support facilities, demographics, detailed enrollment data, and other supporting material.

5A. Supporting Information

Contents

1. School Report
2. Site Plan
3. Floor Plans
4. FAD and FMAR Redlines
5. Meeting Presentation and Notes
6. Additional Supporting Materials

22118.0000



Architectural Research Consultants, Incorporated



Albuquerque, New Mexico



505-842-1254



<https://arcplanning.com>

CERTIFICATION C
Facility Owner - Non-Profit Foundation

The undersigned hereby certify under penalty of perjury that the owner of the facility in which Horizon Academy West is located is a nonprofit entity specifically organized for the purpose of providing the facility for Horizon Academy West.

Charter School Governing Board President

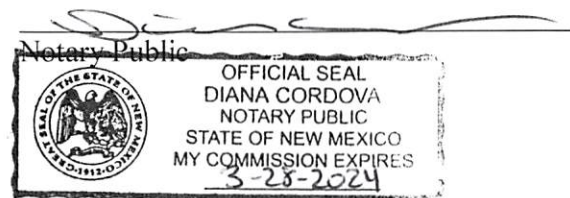
By: Storm Gonzalez
Print Name: Storm Gonzalez
Print Title: President
Date: 4-6-2020

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

On this 6th day of April, 2020 before me, the undersigned officer, personally appeared Storm Gonzalez, known to me to be the person whose name is subscribed to the within instrument, and acknowledged executing the same for the purpose therein contained.

My Commission Expires:

3-28-2024



Charter School Principal / Administrator

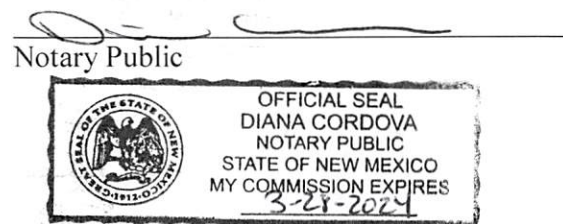
By: Cynthia Carter
Print Name: Cynthia Carter
Print Title: Director
Date: 4.6.2020

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

On this 6th day of April, 2020 before me, the undersigned officer, personally appeared Cynthia Carter, known to me to be the person whose name is subscribed to the within instrument, and acknowledged executing the same for the purpose therein contained.

My Commission Expires:

3-28-2024



Use note:

For use by charter schools that are housed in a facility that is owned by the charter school, the school, the state, an institution of the state, another political subdivision of the state, the federal government or one of its agencies or a tribal government.