

School Relocation Amendment Request Form

Submit this form and all supporting documents to charter.schools@ped.nm.gov

The Charter Contract was entered into by and between the New Mexico Public Education Commission (PEC) and The Albuquerque Sign Language Academy, hereafter "the school," effective on 7/1/2020.

The school requests consideration from the PEC to change the terms of its contract as follows Site relocation

Current location: 620 Lomas Blvd., NW / 3501 Campus Blvd.

New location (address): 225 Griego Rd., NW 87107

Rationale for the change: Opportunity for all ASLA Students to be on one site / overall better

Provide a narrative addressing, if applicable, the number of students displaced/impacted by the move and a plan to support these students and the community in the change: Moving to a (former) APS elementary school Campus – La Luz Elementary – allows the ASLA to move all its students, K-12 plus transition, to one campus where the shared language of American Sign Language can be used by all. The new site is also conducive to the overall safety and well-being of all ASLA students and staff.

Foundation-owned facility: check one

- The facility is **not** owned by a non-profit foundation.
- The facility is owned by a non-profit foundation. **Identify school personnel who work for or are on the board of the non-profit foundation:** Click or tap here to enter text.

Certificate of Occupancy: check one

- A Certificate of Occupancy is submitted.
- The school representative and governing board chair provide assurances that the school will not occupy any space until the school possesses a Certificate of Occupancy and an assurance that a copy of the Certificate of Occupancy will be provided to the CSD within 30 days of occupancy.

New Mexico Conditions Index (NMCI): check one

- A letter from PSFA stating that the facility meets the NMCI is submitted.
- The school representative and governing board chair provide assurances that the school will not occupy any space until the school possesses a letter from PSFA stating that the facility meets the New Mexico Conditions Index NMCI and an assurance that a copy of the letter will be provided to the CSD within 30 days of occupancy.

Load Capacity: check one

- Documentation of the capacity load of the facility to sustain enrollment is submitted.
- The school representative and governing board chair provide assurances that the school will not occupy any space that does not have a sufficient capacity load to sustain the enrollment requested and provides documentation of the capacity load to the CSD.

The school representative and governing board chair provide assurances that the school will not occupy any space that does not meet the ownership and leasing requirements of Section 22-8B-4.2 NMSA 1978. Yes No

Effective date: 7/31/2023

The school's contract amendment is hereby submitted by:

Signature of School Representative:  Date: 7/31/2023

Signature of Governing Board Chair:  Date: 7/31/2023

For PEC/CSD use only

PEC Meeting Date:

Agenda: Regular required

The school's contract amendment was: Approved Denied (see transcript)

Electronic signature of PEC Chair: _____ Date: _____



The Albuquerque Sign Language Academy

children, family, community, possibility.

May 5, 2023

NM Public School Facility Authority
1312 Basehart Rd., SE. Ste. 200
Albuquerque, NM. 87106

To Whom It May Concern:

The Albuquerque Sign Language Academy (ASLA) requests permission to temporarily relocate and occupy the APS-owned site of La Luz Elementary School.

The ASLA acknowledges that La Luz Elementary School does not meet current statutory requirements for a charter school to relocate. However, the ASLA ask for special consideration given that it has been awarded a PSCOC Standards Based project allocation to construct an appropriate school building for its unique student population. Consequently, the ASLA will permanently relocate to the new facility upon its completion thus vacating La Luz Elementary. Construction of the new facility is expected to begin before the end of this current fiscal year and is estimated to run 18 months from the beginning of construction.

Please do not hesitate to contact me with any questions, and thank you for considering our request.

Sincerely,

Raphael Martinez
Executive Director

**May 17, 2023 – Regular Monthly Meeting
ASL Academy Governance Board
Meeting was Held Via Zoom Videoconference**

**Indicates action items requiring vote.*

1. Call to Order: Chair Kim Moya called the meeting to order at 4:02pm.
2. Roll call: Kim Moya, Jane Cavanaugh, Dr. Erin Jarry and Ms. Vonnie Sacshe were in attendance. Dana Grubestic was excused. A quorum was present.
3. Discussion/Possible Action re Meeting Agenda*: Ms. Sacshe moved to approve the agenda. Ms. Cavanaugh seconded. Motion passed unanimously.
4. Discussion/Possible Action re April 19, 2023 Meeting Minutes*: Ms. Sacshe moved to approve the minutes. Ms. Cavanaugh seconded. Motion passed unanimously.
5. Public Comments: No public comments.
6. Update from Executive Director: Mr. Martinez reported on budget approval, new building progress, interim facility lease, and enrollment.
7. Update from Board Chair: None.
8. Update re Status of Governance Board Training Hours: Updated report needed.
9. Update re Community Schools Grant: Renewal for Year 2 of the grant.
10. New Business:
 - a. Discussion/Possible Action re Approval of Lease Agreement with APS (Interim Campus)*: Ms. Sacshe moved to approve. Ms. Cavanaugh seconded. Motion passed unanimously.
 - b. Discussion/Possible Action re ASLA (School) to Act as Guarantor of ASLA Foundation Building Loan*: Ms. Sacshe moved to approve. Ms. Cavanaugh seconded. Motion passed unanimously.
11. Financial Items:
 - a. Discussion/Possible Action re BARS, April 2023 Bank Reconciliation, Payrolls and Accts. Payable Reports*: Ms. Cavanaugh moved to approve the April 2023 Bank Rec, Payroll and A/P Reports and BARs #517-000-2223-0042-I, #517-000-2223-0045-I, #517-000-2223-0048-I, #517-000-2223-0052-I, #517-000-2223-0053-T, #517-000-2223-0054-I, #517-000-2223-0055-I, #517-000-2223-0056-I. Ms. Sacshe seconded. Motion passed unanimously.
12. Upcoming Regular Monthly Board Meeting will be held on June 21, 2023 at 4:00pm via Zoom online videoconference: Noted.
13. Adjournment: With no further business, Ms. Sacshe moved to adjourn the meeting. Ms. Cavanaugh seconded. Motion passed unanimously and Chair Moya adjourned the meeting at 4:52pm.

APPROVED BY THE ASLA GOVERNANCE BOARD AT THE JUNE 21, 2023 MEETING:



Kimberly Moya, Chair

**March 29, 2023 – Regular Monthly Meeting Minutes
ASL Academy Governance Board
Meeting was Held Via Zoom Videoconference**

**Indicates action items requiring vote.*

1. Call to Order: Chair Kim Moya called the meeting to order at 4:05pm.
2. Roll call: Kim Moya, Jane Cavanaugh, Dana Grubestic and Dr. Erin Jarry were in attendance. Ms. Vonnie Sacshe was excused. A quorum was present.
3. Discussion/Possible Action re Meeting Agenda*: Ms. Cavanaugh moved to approve the agenda. Dr. Jarry seconded. Motion passed unanimously.
4. Discussion/Possible Action re February 15, 2023 Meeting Minutes*: Ms. Cavanaugh moved to approve the minutes. Dr. Jarry seconded. Motion passed unanimously.
5. Public Comments: No public comments.
6. Update from Executive Director: Mr. Martinez reported on use of La Luz Elementary School facility, lease status for new building, reading assessment program featuring ASLA, capital outlay, budget deadline for upcoming school year, and the adult program.
7. Update from Board Chair: None.
8. Update re Status of Governance Board Training Hours: Noted.
9. Update re Community Schools Grant: Mr. Webb reported on funding activities for various grant opportunities.
10. New Business:
 - a. Discussion and Possible Action re Approval of Amendments to Sick Leave Donation Program Policy*: No action taken/needed.
 - b. Discussion/Possible Action re Approval of Relocation to Interim Campus*: Ms. Grubestic moved to relocate to La Luz School during the new building construction. Dr. Jarry seconded. Motion passed unanimously.
11. Financial Items:
 - a. Discussion/Possible Action re BAR 517-000-2223-0032-I*: Ms. Cavanaugh moved to approve retroactively due to late notification from the PED over break. Ms. Grubestic seconded. Motion passed unanimously.
 - b. Discussion/Possible Action re BARS, February 2023 Bank Reconciliation, Payrolls and Accts. Payable Reports*: Ms. Cavanaugh moved to approve the February 2023 Bank Rec, Payroll and A/P Reports and BARs #517-000-2223-0028-I, #517-000-2223-0029-I, #517-000-2223-0030-IB, #517-000-2223-0031-I, #517-000-2223-0033-I, #517-000-2223-0034-I, #517-000-2223-0035-D, #517-000-2223-0036-I, #517-000-2223-0037-D, #517-000-2223-0038-T. Ms. Grubestic seconded. Motion passed unanimously.
12. Upcoming Regular Board Meeting will be held on April 19, 2023 at 4:00pm via Zoom online videoconference: Noted that this will be the Annual Budget Meeting due to the upcoming PED deadline.
13. Adjournment: With no further business, Ms. Cavanaugh moved to adjourn the meeting. Dr. Jarry seconded. Motion passed unanimously and Chair Moya adjourned the meeting at 5:03pm.

APPROVED BY THE ASLA GOVERNANCE BOARD AT THE APRIL 19, 2023 MEETING:

Kimberly Moya

Kimberly Moya, Chair

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 225 Griegos Rd NW Zip 87107

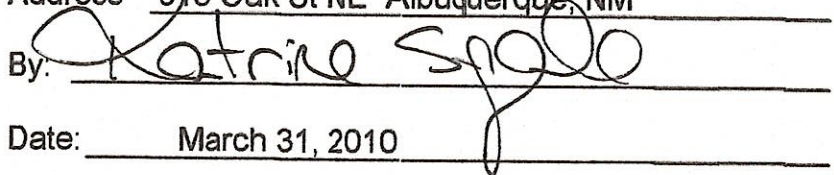
Portion of Building 2620 Addition, 1460 Remodel FP Entire Building

Use Classification Commercial Project Building Permit 200990566

Occupancy Group E Type of Construction II B Land Use Zone R - 1

Owner of Building APS FD & C Myron Johnson Address 915 Oak St NE Albuquerque, NM


Chief Building Official

By: 
Date: March 31, 2010

POST IN A CONSPICUOUS PLACE



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
6/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills, Ca 91367	CONTACT NAME: Risk Services PHONE (A/C, No, Ext): (800)578-8802 FAX (A/C, No): (818) 449 9449 E-MAIL ADDRESS: rservices@pomsassoc.com	
	PRODUCER CUSTOMER ID #: 00016280	
INSURED New Mexico Public Schools Insurance Authority Member: The Albuquerque Sign Language Academy 410 Old Taos Highway Santa Fe, NM 87501	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
	INSURER B : Hanover Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input type="checkbox"/> PROPERTY	MOC NO. P0025	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> BUILDING	\$ Per Schedule	
	CAUSES OF LOSS				DEDUCTIBLES	<input type="checkbox"/> PERSONAL PROPERTY	\$ On File
	<input type="checkbox"/> BASIC				BUILDING	<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				CONTENTS	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$ Per Schedule
	<input checked="" type="checkbox"/> SPECIAL					<input type="checkbox"/> RENTAL VALUE	\$ On File
	<input checked="" type="checkbox"/> EARTHQUAKE					<input type="checkbox"/> BLANKET BUILDING	\$
	<input checked="" type="checkbox"/> WIND					<input type="checkbox"/> BLANKET PERS PROP	\$
	<input checked="" type="checkbox"/> FLOOD					<input type="checkbox"/> BLANKET BLDG & PP	\$
						<input checked="" type="checkbox"/> CONTENTS	\$ Per Schedule
							<input type="checkbox"/> CONTENTS
	INLAND MARINE	TYPE OF POLICY				\$	
	CAUSES OF LOSS					\$	
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$	
						\$	
	CRIME				Employee Theft	\$	
					Forgery or Altercation	\$	
	TYPE OF POLICY				Faithful Performance	\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
					Deductible Comp \$750	\$	
					Deductible Coll \$750	\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Leased Facility at 225 Griegos NW, Albuquerque, NM. Replacement Cost Value=\$8M. Counties of Bernalillo and Sandoval, New Mexico; its agents, employees, and elected officials are loss payee.

CERTIFICATE HOLDER Albuquerque Municipal School District No. 12 PO Box 25704 Albuquerque, NM 87125	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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LEASE AGREEMENT
BY AND BETWEEN

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12
COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO
("Lessor")

And

The Albuquerque Sign Language Academy
("Lessee")

This Lease Agreement ("Lease") made Jun 26, 2023, 20²³ between ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, a political subdivision of the State of New Mexico ("Lessor"), having an office at 6400 Uptown Blvd NE, Albuquerque, New Mexico 87110, and; The Albuquerque Sign Language Academy ("Lessee") having a mailing address at PO Box 6589, Albuquerque, NM 87197.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This Lease will help establish responsibilities and procedures between the parties relating to use of facilities and specific activities which may be undertaken at the Premises site. The signatories to this Lease represent and warrant that each has authority to execute this Lease on behalf of Lessor and Lessee, respectively and bind Lessor and Lessee to the terms of this Lease.

B. LEASED PREMISES:

Lessor does hereby lease, demise and let unto to Lessee and Lessee hereby leases from Lessor, the land, more particularly described in the **Exhibit "A"** (the "**Premises**"), attached hereto and made part of this Lease, and Improvements. Lessor leases the Premises and Improvements to Lessee in "AS-IS" condition and makes no warranties or representations about the conditions of the Premises or Improvements other than expressly set forth herein.

C. TERM:

The term of this Lease shall be for two (2) years, commencing July 1, 2023 ("Commencement Date") and ending midnight June 30, 2025 ("Initial Term"). This Lease supersedes all previous agreements pertaining to Premises. The charter school will be given control of the facility on June 26, 2023 to accommodate the move-in.

- i) **Option.** Lessor grants Lessee one (1) additional one-year (1) year option to extend the term of this Lease, which shall be exercisable on written notice by Lessee to Lessor no later than six (6) months prior to the expiration date of this Lease.

D. AGREEMENT

1. **Use by Lessee:** Lessee may use the Premises to operate a charter school ("**Permitted Use**"). "Charter school" means a school organized as a charter school pursuant to the provisions of the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

i) **Use of Improvements, Fixtures, Furniture, Technology, and Equipment by Lessee.**

Lessee is entitled to use the improvements, buildings, furniture, fixtures, and equipment, owned by Lessor and located on the Premises as of the date of this Lease, as described in Exhibits "A-1" "A-2," and "A-3" (collectively "Improvements"), provided that Lessee properly maintains and repairs such items and they are delivered to Lessor in comparable condition as of the date of this Lease, less ordinary wear and tear. Should any of the items listed in Exhibits A-1, A-2, or A-3 be damaged or lost during the term of this Lease, then Lessee shall repair, replace, or compensate Lessor for the replacement value of the damaged or lost item, at Lessor's sole discretion.

a. Exhibit A-1 sets forth those Fixtures, Furniture, and Equipment ("FF&E") valued over One-Thousand (\$1,000.00) dollars. The FF&E listed in Exhibit A-1 shall be subject to an audit by Lessor no less than twice per year, but potentially more often subject to Lessor's sole discretion. Lessor shall coordinate with Lessee prior to any audit of the FF&E and take all reasonable steps not to unreasonably interfere with Lessee's students or any course of instruction.

b. Exhibit A-2 sets forth those FF&E valued under \$1,000.00.

c. Exhibit A-3 sets forth the technology and services that Lessor shall provide to Lessee. As a condition for use and receipt of such technology and services Lessee, its agents, representatives, employees, students, contractors, and invitees shall comply with all of Lessor's policies and procedures governing the technology as well as any applicable laws, rules, regulations, and ordinances. These services will be provided per a separate fee as outlined in Exhibit A-3

ii) **Authority for Use:** Lessee acknowledges that Lessor is leasing the Premises to Lessee pursuant to NMSA 1978 §22-8B-4(F). Lessee shall be solely responsible for the cost of operating and maintaining the Premises and any Improvements, located on the Premises. The costs of operation and required maintenance that Lessee is solely responsible for are set forth in Exhibit A-4 and include, but are not limited to the following operating expenses:

- Electricity
- Natural Gas
- Water/Sewer (including standby water)
- Bottled water dispensers
- Internet Service
- Telephone Service
- Custodial Services

- Maintenance of buildings and grounds (Subject to professional services agreement entered into by Lessee)
- All other utilities and other communication services

2. **Rent:** The base Rent payment to Lessor shall be the sum of the lease reimbursement grant awarded to Lessee pursuant to NMSA 1978 §22-24-4(I)(1)(b). Rent is due on the 1st of the month.

- Late Payment Fee.** If Rent is not paid within ten (10) days of the due date, or if Lessee, within thirty (30) days after demand from Lessor, fails to reimburse Lessor for any expenses incurred by Lessor pursuant to the Lease, then Lessee shall pay Lessor, a late charge of 10% (Ten Percent) Dollars.
- Place of Payment of Rent.** The monthly rent shall be paid by Lessee to Lessor at PO Box 25704, Albuquerque, New Mexico 87110, Attn: General Ledger Department or to such other place or manner as Lessor may notify Lessee.
- Security Deposit.** Lessee has deposited with the Lessor the sum of twenty thousand (\$20,000) dollars as non-interest bearing security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this Lease. In the event Lessee defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of Rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Rent as to which Lessee is in default. In the event of a sale of the Premises, Lessor shall have the right to transfer the security deposit to the vendee, and Lessor shall thereupon be released by Lessee from all liability for the return of such security.

3. **Reimbursement and other Grants:** Lessee may be eligible to apply for and, if approved, receive money from the state of New Mexico for leasing facilities for charter schools and other approved uses defined therein. Lessee agrees that it will join with Lessor in applying for funds for the Premises or Improvements, and further agrees that it will use these funds when received to pay Lessor for the costs and continuing costs incurred by Lessor in making the Premises and Improvements available to Lessee.

4. **Major Repairs:** Lessor, at its own expense, shall maintain the roof, foundation and the structural soundness of the exterior walls of the buildings in good repair, *reasonable wear and tear excluded*. The term "walls" as used herein shall *not* include glass or plate glass. Lessee shall immediately give Lessor written notice via Schooldude work order for needed repairs for which Lessor is responsible for, after which Lessor shall have reasonable opportunity to make the required repairs. Repair of damage caused by vandalism and graffiti is the responsibility of Lessee, unless the vandalism causes a threat to the structural soundness of the facilities. Lessor reserves the right to perform the paving, exterior painting, plumbing, including major sewage lines, electrical service, technology infrastructure, HVAC systems, and items deemed as Lessor responsibility.

Maintenance: Lessee shall maintain the Premises and Improvements in conformance with Exhibit A-4, attached hereto. Exhibit A-4 sets forth some, but not all of the basic maintenance obligations criteria for which Lessee is responsible. Lessee shall, at its cost, during the term of the

Lease: maintain the Premises in (i) good repair and condition; (ii) keep the Premises in a clean condition and observe all standards set forth in local statutes, ordinance, and regulations for sanitation, handling and disposal of trash and debris, safety and security against fire, theft, vandalism, personal injury and other hazards in the Premises; and (iii) at the expiration or earlier termination of the Lease, surrender the Premises to Lessor in substantially the same condition as on the Commencement Date, normal wear and tear and insured casualty loss excepted.

- i) Lessee shall be responsible for all costs and expenses for a) contracting all custodial cleaning and yearly deep cleaning throughout the facility; b) typical plumbing maintenance and repairs; and c) everyday maintenance and common preventative maintenance work on the Premises and Improvements.
- ii) The landscaping, Lessee maintains all parts of the Premises, daily landscape, and grounds surrounding the premises shall be maintained by a third party company and shall be kept (except those tasks for which Lessor is expressly responsible hereunder) in good condition, promptly make all necessary repairs and replacements not expressly reserved for Lessor as set forth in Section D(4), keep the parking areas, driveways and sidewalks surrounding the premises in a clean and sanitary condition, Lessee shall be responsible for snow removal of the parking lot, driveway, entryways and sidewalks.
- iii) Lessee, at its own cost and expense shall pay all utility costs including electrical, gas, water and sewer. Lessor will invoice Lessee monthly for these costs. The Premises is separately metered in Lessor's name and Lessee will be solely responsible for all costs associate with the operation of the Premises.
- iv) Lessor, shall hire a third party to complete preventative maintenance including HVAC, plumbing and inspections and bill Lessee the cost of those services. All contractors servicing property must be approved by Lessor with licensed and bonded. Lessee shall reimburse Lessor, upon demand, for all costs associated with the procurement of this service contract to maintain the Premises and Improvements, and to pay the selected contractor directly for all services performed. Failure to either enter into the services contracts described in Section 7 or to reimburse Lessor within 30-days for its payment to such contractors shall constitute an Event of Default under this Lease.
- v) Lessor or Lessor's representative shall have the right to inspect the Premises and Improvements at any time without notice for compliance with this Section 5, Exhibit A-4, and the terms of this Lease; provided, however, Lessor or Lessor's representative shall take all reasonable steps to not interfere with any students or course of instruction occurring on the Premises. At any time, if Lessor determines that the Premises or Improvements are not being adequately maintained, Lessor shall give written notice to Lessee describing the nature of the inadequacy and desired correction. From receipt of written notice, Lessee will have 45-days to correct the inadequacy to Lessor's satisfaction. If Lessee fails to make the corrections to Lessor's satisfaction within 45-days, Lessor has the right, but not the obligation to make such correction and invoice Lessee for all costs associated with correcting the inadequately maintained Premises or Improvements. Lessee shall make payment within 45-days of invoice date, failure to do so shall be considered an Event of Default under this Lease.

vi) If Lessee receives written notice from Lessor regarding inadequate maintenance, repair, or replacement of the Premises or Improvements more than twice during the Initial Term or any option term, Lessor may terminate the Lease.

vii) Lessee shall not modify, alter, or renovate the Premises or Improvements without written permission from Lessor. Lessee, at its own cost and expense, may erect such shelves, bins, machinery and trade fixtures as it desires provided that (a) such items do not alter the basic character of the Premises or Improvements of which the Premises are a part; (b) such items do not overload or damage the same; (c) such items may be removed. Lessor may require Lessee to remove any fixtures or equipment installed by Lessee in Lessor's sole discretion. Unless Lessor requires removal, all fixtures and equipment installed by Lessee shall become part of, and remain on the Premises upon the termination or expiration of this Lease and become the property of Lessor.

viii) All signs of Lessee at the Premises shall conform with all applicable laws, rules, regulations and ordinances and shall be subject to **Lessor's** approval. All existing sign structure shall stay in place, but may be covered with Lessee's signage.

ix) Lessee shall not permit any mechanic's or other lien to remain against the Premises or Improvements; provided that if Lessee shall first notify Lessor of the intention of Lessee to do so, Lessee may in good faith contest any mechanic's lien or other lien filed or established against the Premises or Improvements, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of independent counsel, whose reasonable fees shall be paid by Lessee, by nonpayment of any such items Lessor's interest in the Premises or title to the Improvements will be materially endangered, or the Premises or the Improvements or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items; provided, however, that such payment shall not constitute a waiver by Lessee of the right to continue to contest such items. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee. Lessee shall not directly or indirectly create, incur, or assume any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Premises or the Improvements.

5. **Site Inspections:** The parties agree that maintenance and repair of the facilities is the responsibility of Lessee. Lessor reserves the right to inspect the Premises and Improvements at any time to verify that the facilities are being maintained at an adequate level in accordance with paragraph D(7) above.

Site Security: Lessee shall provide security for the Premises and Improvements and arrange for a police response in conformance with all applicable laws, rules, regulations, and ordinances. Lessor reserves the right to provide security and electronic monitoring services through Lessor's Police Department, but at no time shall Lessor be obligated to provide such services. If, in Lessee's sole and informed discretion, it deems that additional security is at any time required, then Lessee shall obtain such security at its own expense and promptly inform Lessor as to the basis of Lessee's determination.

6. **Insurance:**

i) **Lessor's Insurance.** Lessor is self-insured in compliance with the laws of the state of New Mexico applicable to state and local public bodies. Upon reasonable request by Lessee, Lessor shall provide Lessee with certificates of insurance or other such evidence of Lessor's self-insurance

and such provision by Lessor shall satisfy Lessee as to Lessor's insurance obligations under this Lease. Lessor will include the Premises with all other property insured by Lessor

ii) Lessee's Insurance. Lessee shall, contemporaneously with the execution of this Lease, provide Lessor with certificates of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Lessor at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof. Lessee must maintain at its cost and expense:

- a) An All-Risk Insurance policy with insurance companies with an AM Best Rating of A-, VII or better covering the Premises and Improvements located thereon in an amount of one hundred (100%) percent replacement basis cost of the building with no co-insurance, and all improvements on the Premises including foundations, and with a deductible of \$50,000.00, or such lesser amount as agreed to by the Lessor in writing. This insurance shall name Lessor as additional insured; and
- b) Comprehensive general liability insurance coverage (either primary and/or umbrella policies), which shall include personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability, in limits not less than Three Million (\$3,000,000.00) Dollars General Aggregate. This insurance shall name Lessor as an additional insured.
- c) Such other forms of insurance as Lessor, is required by law to provide with respect to the Premises or Improvements, including ,any legally required worker's compensation insurance and disability benefits insurance.

7. Waiver of Subrogation. Lessor and Lessee each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to perils insured against as prescribed in this Lease which occur in, on or about the Premises, whether due to the negligence of Lessee or Lessor or their agents, employees, contractors or invitees.

8. Utilities: Lessee shall pay all utility costs. (See Section 1)

9. Indemnification. Lessee agrees to indemnify, protect, defend and hold Lessor, its directors, officers, employees, and agents harmless from and against all claims, actions, losses, damages, costs, attorney's fees, expenses and liabilities (except those caused solely by the willful or grossly negligent acts or omissions of Lessor), arising out of the actual or alleged injury to or death of any person or loss of or damage to property in or upon the Premises and Improvements, including the property of Lessor, its board members, officers, employees, agents, invitees, licensees or others arising out of or in connection with Lessee's, or Lessee's employees, students, invitees, agents or contractors use of the Premises or Improvements. Notwithstanding the forgoing, Lessee shall not be required to indemnify Lessor for alleged injury or death resulting from Lessor's obligations to repair the Premises as set forth in this agreement. The obligations of Lessor will at all times be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30, as amended or replaced (the "Act") as interpreted by a court of competent jurisdiction. This provision shall be limited by the Act as necessary and shall be modified, if required, to comply with the provisions of the Act. Additionally, if a court of competent

jurisdiction determines that this provision or any part thereof violates Article IX, Section 12 of the New Mexico Constitution, or any other similar provision thereof, this provision or the part thereof shall be of no force and effect.

Responsibility. Lessor shall be responsible for all claims, actions, losses, damages, costs, attorney's fees, expenses and liabilities arising out of the actual or alleged injury to or death of any person or loss of or damage to property in or upon the Premises or Improvements, arising out of or in connection with the willful or grossly negligent acts or omissions of Lessor or Lessor's employees, agents or contractors or arising from Lessor's obligations to repair the Premises as set forth in this agreement.

10. **Default and Remedies:**

i) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an "Event" or "Events of Default" shall have occurred under this Lease:

a) **Non-Payment.** If Lessee shall fail to pay any installment of monthly Rent or other sums due from Lessee to Lessor under this Lease within ten (10) days of its due date; or

b) **Non-Performance.** If Lessee shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after delivery of notice from Lessor to Lessee specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Lessee shall not, in good faith have commenced within said thirty (30) day period to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion.

ii) **Remedies.** Upon the occurrence of any of such Events of Default beyond any applicable cure, Lessor shall have the option to pursue anyone or more of the following remedies with notice or demand as provided above:

a) Terminate this Lease in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rental, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said Premises or any part thereof in accordance with applicable law.

b) Enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said Premises or any part thereof, in accordance with applicable law, with or without having terminated the Lease.

c) Enter upon the Premises and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action provided Lessor proceeds in accordance with applicable law.

d) If permitted by applicable law to do so without Lessee's consent, alter all locks and other security devices at the Premises with or without terminating this Lease. Then it shall be lawful for Lessor to re-enter the Premises and to again possess and enjoy the Premises.

e) Exercise by Lessor of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Lessee, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Lessor and Lessee.

f) In the event Lessor elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor, at the address specified for notice to Lessor herein the sum of all rental and other obligations accrued to date of such termination, plus, as damages, an amount equal to the excess, if any, of (1) the total rental hereunder for the remaining portion of the lease term (had such term not been terminated by Lessor) discounted to present value at the rate of six percent (6%) per year, over (2) the then present value (again discounted at six percent [6%] per year) of the then fair rental value of the Premises for such period.

g) In the event that Lessor elects to repossess the Premises without terminating this Lease, then Lessee shall be liable for and shall pay to Lessor all rental and other obligations accrued to the date of such repossession, plus rental required to be paid by Lessee to Lessor during the remainder of the lease term reduced by any net sums thereafter received by Lessor through reletting the Premises during said period (after deducting expenses incurred by Lessor as provided below). Alternatively, at Lessor's sole election, Lessee shall be liable for an amount equal to the excess, if any, of (1) the total rental plus Lessee's tax payment hereunder for the remaining portion of the lease term (had such term not been terminated by Lessor prior to the date of expiration) discounted to present value at the rate of six percent (6%) per year, over (2) the then present value (again discounted at six percent (6%) per year) of the then fair rental value of the Premises for such period. In no event shall Lessee be entitled to any excess of any rental obtained by reletting over and above the rental herein reserved. Actions to collect amounts due by Lessee to Lessor as provided in this section may be brought from time to time, on one or more occasions, without the necessity of Lessor's waiting until expiration of the lease term.

h) All rights, options and remedies of Lessor contained in this Section 14 and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided in law or in equity, whether or not stated in the Lease. Nothing in this Section 14 shall be deemed to limit or otherwise affect Lessee's indemnification of Lessor pursuant to any provision of this Lease.

i) Should Lessee's charter be revoked for any reason, Lessee shall provide immediate notice to Lessor of the same and Lessor may terminate the Lease and take possession of the Premises as set forth herein.

j) In the event Lessor elects to terminate this Lease, and regardless of the reason for termination, Lessor shall terminate the Lease in a manner that is minimally disruptive to the education of the students attending Lessee's school.

iii) Lessee may terminate this Lease prior to the expiration of the lease term by providing Lessor six (6) months written notice, with the express understanding that termination will only occur at the end of a school year.

11. **Environmental Matters.**

- (i) **Warranty.** Lessor has provided Lessee with true, accurate and complete information pertaining to the environmental history of the Premises. To the best of Lessor's knowledge there has been no use or release of any Hazardous Materials (defined below) on, under or above the Premises, except for those used by Lessor in conformance with law and the Premises are free of Hazardous Materials (defined below) as of the Commencement Date, and to the best of Lessor's knowledge, the Premises have never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor will be responsible for compliance with any and all Environmental Laws that are now or were related to Lessor's activity conducted in or on the Premises.
- (ii) **Indemnification.** Lessee shall hold harmless and defend the Lessor from, and assume all duties, responsibilities and liabilities at its sole cost and expense for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) Lessee's failure to comply with any Environmental Laws, or (ii) any environmental conditions that arise out of or are in any way related to the condition of the Premises prior to the termination of this Lease and activities conducted by the Lessee thereon, unless the environmental conditions are caused by the Lessor. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive termination of this Lease.
- (iii) **Hazardous Materials.** "Hazardous Materials" will mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.) ("CERCLA") or any regulations promulgated under CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.) ("RCRA") or regulations promulgated under RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; and (vii) any additional substances or materials, which are now or hereafter classified or considered to be hazardous or toxic under any federal, state, local or foreign Environmental Law (as defined below), ordinance, rule or regulation, now or hereinafter enacted, or the common law, or any other applicable laws relating to the Premises.
- (iv) **Environmental Law(s).** "Environmental Law(s)" means any federal, state or local or foreign statute, law, rule or regulation relating to: (a) releases, discharges, spills, leaks or emissions (or threatened releases, discharges, spills, leaks or emissions) of Hazardous Materials; (b) the manufacturer, handling, transport, use, treatment, storage or disposal of Hazardous Materials or materials containing Hazardous Materials; or (c) otherwise relating to pollution of the environment or the protection of human health.

12. **Damage or Destruction**. If during the term of the Lease, the Premises or Improvements are partially or completely damaged or destroyed by fire or any other casualty, but Lessee, within its sole discretion, can continue normal operations in the Premises, Lessor shall, at Lessor's expense, promptly, with due diligence, commence to rebuild, repair and restore the Premises to substantially the same condition as existed immediately prior to the casualty and complete the restoration in a reasonable timeframe, subject to Board of Education approval and funding availability. If the casualty occurred through no fault of Lessee, rent and all other charges payable by Lessee shall abate in the proportion that the square footage of the part of the Premises destroyed or rendered unfit for Lessee's use bears to the total square footage in the Premises. In the event funding is not sufficient to pay the cost of such reconstruction, or Lessor cannot obtain the necessary approvals, or if the damage or destruction is due to the intentional acts or omissions of Lessee, its agents, employees or contractors, or if Lessor is restricted by any governmental authority, Lessor may elect to either terminate this Lease or pay the cost of such reconstruction.

E. MISCELLANEOUS

1. **Modification**: Modifications to this Lease shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. In the event of a change in law, rules, or regulations governing charter schools, their leases, or Lessor's relationship with charter schools, or any other change that may materially effect this Lease, Lessor and Lessee shall work together in good faith and amend this Lease as necessary.

2. **Assignment and Sublet**: No assignment or subletting will be permitted under this lease.

3. **Taxes**. Lessor is exempt from property taxes.

4. **Principal Contacts**: The principal contacts for this Lease and to whom all notice shall be sent, are:

*The Albuquerque Sign Language
Academy*
Executive Director
Raphael Martinez
PO Box 6589, Albuquerque, NM
87197
505-507-3870
Email:rafem@aslacademy.com

Albuquerque Public Schools
Real Estate Department
Director
915 Locust St. Suite 8
Albuquerque, NM 87108
(505) 768-1574
Email: realestatedg@aps.edu

Chief Operation Officer
6400 Uptown Blvd., NE, Ste 300-E
Albuquerque, NM 87110
(505) 880-3742

5. **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

6. **Non-Waiver by Lessor.** The rights, remedies, options or elections of Lessor in this Lease are cumulative, and the failure of Lessor to enforce performance by Lessee of any provision of this Lease applicable to Lessee, or to exercise any right, remedy, option or election, or the acceptance by Lessor of the annual fixed rent from Lessee after any Events of Default by Lessee, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Lessor of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

7. **Entire Agreement.** This Lease contains the entire agreement between the parties. No representative, agent or employee of Lessor has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

8. **Effective Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico without giving effect to its principles of conflicts of law.

9. **Captions.** The captions of the sections in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

10. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Lease, including the signature pages hereto, shall be deemed to be an original.

11. **Drafting Ambiguities; Interpretation.** Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or."

12. **References.** In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

13. **Binding Effect.** This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

14. **Time of the Essence.** Time is of the essence of this Lease.

15. **Brokers.** Lessor and Lessee each represents to the other that it owes no fee to, any broker, agent or similar party with respect to the transactions contemplated by this Lease. Lessee agrees to indemnify and hold harmless Lessor from and with respect to any other claims for a consultant fee, brokerage fee, finder's fee or similar payment with respect to this Lease that is made by any party claiming by, through, or under Lessee. Lessor shall be responsible for any claims for a consulting fee, brokerage fee, finder's fee or similar payment with respect to this Lease that is made by a party claiming by, through, or under Lessor. Lessor warrants that all members of Lessor's real estate department are New Mexico licensees.

16. **Consents.** Except as specifically stated herein to the contrary, whenever it is necessary under the terms of this Lease for either party to obtain the consent or approval of the other, such consent or approval shall not be unreasonably withheld or delayed. Lessor and Lessee agree to act reasonably towards one another in all matters relating to this Lease.

17. **Tort Claims Act.** The liability of Lessor under this Lease shall in all cases be subject to the limitations and immunities of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.* and any amendments thereto.

18. **Insurance and Indemnification Limitation.** To the extent, if at all, a court of competent jurisdiction determines that NMSA 1978 Section 56-7-1 (2005) applies to any indemnification provisions in this Lease, including certain types of insurance coverage as set forth in Section 56-7-1, such provisions shall not apply to or extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be limited, if required, by the provisions of NMSA 1978 Section 56-7-1B (2005).


19. **Recordation.** This Lease or a Memorandum of Lease shall not be recorded.


20. **Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Lessor or Lessee, as the case may be, Lessor or Lessee, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Lessee or Lessor (any of the foregoing being referred to as an "Unavoidable Delay"); provided however, the party claiming the benefit of a Force Majeure Event ("Delayed Party") shall, as a condition thereto, give written notice to the other party within ten (10) days of the Unavoidable Delay specifying with particularity the nature thereof, the reason therefor, the date and time such incident occurred and a reasonable estimate of the period that such incident shall delay the fulfillment of obligations required under this Lease. Failure to give such Notice within the specified time shall nullify such party's right to extend the time for performing the obligations under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party. At all times, the party experiencing the Unavoidable Delay will diligently attempt to remove, resolve, or otherwise eliminate the conditions causing such Unavoidable Delay, keep the other party advised with respect thereto, and commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

21. **Compliance with Requirements of Law.** During the Initial Term (and any option terms) of this Lease, Lessee and Lessor shall observe and comply promptly with all current and future Requirements of Law applicable to the Premises, Improvements, or operation of a charter school (including those set forth in Section 22-8B-4D of the Act) and the Improvements or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Premises and the Improvements or any portion thereof. As used herein, "Requirements of Law" means any material federal, state, or local statute, ordinance, rule, or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any applicable common-law doctrine, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including any relating to environmental, health, or safety matters.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the date and year first above written.

Lessor: Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval, New Mexico, a
political subdivision of the State of New Mexico

By: 
Name: Scott Elder
Title: Superintendent

By: 
Name: Dr. Gabriella Blakey
Title: Chief Operations Officer

Lessee: The Albuquerque Sign Language


By: 
Rafe Martinez (Jun 26, 2025 10:25 MDT)
Name: Raphael Martinez
Title: Executive Director

Exhibit "A"
Legal Description

225 Griegos Rd. NW Albuquerque, NM 87107

MRGCD MAP 33 TRACT 8 I 1 LESS WLY 7FT & POR OUT TO GRIEGOS RD R/W CONT 0.3

MRGCD MAP 33 TRACT 8 I 2 EXC SLY POR OUT TO GRIEGOS R/W CONT 0.34 AC

MAP 33 TR 8H2

MAP 33 TR 8H1 EXC WEST 7FT

MAP 33 TR 8G1

TRACT 8D1 MRGCD MAP 33 EXP PORTION OUT TO R/W SECOND & CANDELARIA/GRIEGOS CONT 21,914 SQ FT +-

TR 8-D-3-A OF MRGCD TRS 8-D-3-A AND 8-D-3-B REPL OF A POR OF MRGCD TR 8-D MAP 33 (ALAMEDA DRAIN EASEMENT) CONT 0.1313 AC M/L OR 5,719 SQ FT M/L

TR 8-C-3-A OF MRGCD TRS 8-C-3-A AND 8-C-3-B REPL OF A POR OF MRGCD TR 8-C MAP 33 (ALAMEDA DRAIN EASEMENT) CONT 0.1417 AC M/L OR 6,172 SQ FT M/L

TRACT 8C1 MAP 33

TR 8-B-3-A OF MRGCD TRS 8-B-3-A AND 8-B-3-B REPL OF A POR OF MRGCD TR 8-C MAP 33 (ALAMEDA DRAIN EASEMENT) CONT 0.1604 AC M/L OR 6,987 SQ FT M/L

MAP 33 TR 8B1 CONT 0.50 AC

MRGCD MAP 33 TRACT 8 O CONT 0.16 AC

MRGCD MAP 33 TRACT 8 P CONT 0.10 AC

MRGCD MAP 33 TR 8T EXC POR TO R/W GRIEGOS RD NW CONT 0.12 AC

MRGCD MAP 33 TR 8R EXC POR TO R/W GRIEGOS RD NW CONT 0.03 AC CONT 1306 SQ

MRGCD MAP 33 EAST 7FT OF TR 8K EXC POR TO R/W GRIEGOS RD NW CONT 441 SQ FT

MAP 33 TRACT 8-Q EXC WEST 5 FT

TRACT 8A MAP 33

TR 8E2 W5FT TR 85 MAP 33

TR 8F2 X W5FT TR 8Q

EXHIBIT "A-1"
Tag Listing (Assets valued over \$1,000 and subject to audit)

EXHIBIT "A-1"

Tag Listing (Assets valued over \$1,000 and subject to audit)

Tag	Serial	Status	Product Name
684991	C1001180692	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
684994	C100190072	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200185	PHK1KD50BP	Available	ARUBA AP 515 ACCESS POINT
E20200184	PHK1KD50FC	Available	ARUBA AP 515 ACCESS POINT
E20200186	PHK1KD50RH	Available	ARUBA AP 515 ACCESS POINT
602251	B0902170226	Available	78_boardheight Wallmounted
602733	HL0262	Available	PROMETHEAN BOARD SPEAKER
640059	C1107200557	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
690490	ATA1347014	Available	ACTIVTABLE
744022	WPRM-454320801	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200198	PHK1KD50SD	Available	ARUBA AP 515 ACCESS POINT
630732	C1009030607	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200200	PHK1KD50MN	Available	ARUBA AP 515 ACCESS POINT
630733	C1009030607	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
630736	C1009030602	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200199	PHK1KD50MH	Available	ARUBA AP 515 ACCESS POINT
E20200201	PHK1KD50F6	Available	ARUBA AP 515 ACCESS POINT
630716	C1009080489	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200196	PHK1KD50RG	Available	ARUBA AP 515 ACCESS POINT
724942	65E80F6XQ2A2080043	Available	ACTIVIPANEL
E20200202	PHK1KD50SB	Available	ARUBA AP 515 ACCESS POINT
742512	Q572-G91Z1AUTC-1143	Available	ACTIVPANEL 70 (REPLACE 65)
E20200195	PHK1KD50JT	Available	ARUBA AP 515 ACCESS POINT
630731	C1009030609	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200203	PHK1KD50QH	Available	ARUBA AP 515 ACCESS POINT
E20200194	PHK1KD50C1	Available	ARUBA AP 515 ACCESS POINT
E20200193	PHK1KD50S7	Available	ARUBA AP 515 ACCESS POINT
595072	X07L138169 592415	Available	Heart Defibrillator w/electr p
690482	7JY2JG1	Available	COMPUTER_DESKTOP (PC)DELLOPTIPLEX 760
729049	MXL5212HS7	Available	HP COMPUTER
744024	ICS-LLES-001	Available	INTERCOMRAULANDMCX300
1027891	C1MVVW3KRJ1WK	Available	MAC BOOK AIR 13.3/1.8 GHZ
E20200211	PHK1KD50N6	Available	ARUBA AP 515 ACCESS POINT
E20200212	PHK1KD50Q8	Available	ARUBA AP 515 ACCESS POINT
756116		Available	DIGITAL DUPLICATOR
690479	n93379	Available	FIREKING 4 DRAWER FILING CABINET
690480	934477	Available	FIREKING 4 DRAWER FILING CABINET
880954	836VVG3	Available	DELL LATITUDE 5320 2-N-1
E20200210	PHK1KD50N9	Available	ARUBA AP 515 ACCESS POINT
674415	12TG36051974	Available	UPS (UNINTERRUPTABLE POWER SOURCE)AVAYAG
795354	SCAT2243U3VM	Available	CISCO ASR920 NETWORK ROUTER
E2017064	CN74GPW029	Available	FIBER DISTRIBUTION SWITCH
724944	65E80F6XQ2A2080045	Available	ACTIVIPANEL
E20200213	PHK1KD50M8	Available	ARUBA AP 515 ACCESS POINT
640061	C1107200556	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200214	PHK1KD50D4	Available	ARUBA AP 515 ACCESS POINT

EXHIBIT "A-1"

Tag Listing (Assets valued over \$1,000 and subject to audit)

640058	C1107200559	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200215	PHK1KD50PX	Available	ARUBA AP 515 ACCESS POINT
E2017067	SG76JQL10Z	Available	24PORT POE SWITCH
E20200216	PHK1KD50QG	Available	ARUBA AP 515 ACCESS POINT
E20200204	PHK1KD50CX	Available	ARUBA AP 515 ACCESS POINT
722495	C1410280244	Available	ACTIVBOARD 6TOUCH 88 DRY ERASE
E20200205	PHK1KD50MS	Available	ARUBA AP 515 ACCESS POINT
742514	Q572-G91Z1AUTC-1145	Available	ACTIVPANEL 70 (REPLACE 65)
E20200206	PHK1KD50QB	Available	ARUBA AP 515 ACCESS POINT
722494	65E80ECXU2A1450090	Available	ACTIVPANEL TOUCH 65
E20200207	PHK1KD504D	Available	ARUBA AP 515 ACCESS POINT
724945	65E80F6XQ2A2080046	Available	ACTIVIPANEL
E20200208	PHK1KD50N0	Available	ARUBA AP 515 ACCESS POINT
E2017065	SG76JQL10K	Available	24PORT POE SWITCH
E20200209	PHK1KD50N3	Available	ARUBA AP 515 ACCESS POINT
513172	3134249	Available	COOLER BEVERAGE/MILK
583790	N/A	Available	F1121 PORTABLE OCTAGON TABLE
606062	2813795	Available	TBC31D SICO BY-65 TABLE W/BENCH
606063	2813789	Available	TBC31D SICO BY-65 TABLE W/BENCH
606064	2813787	Available	TBC31D SICO BY-65 TABLE W/BENCH
606065	2813792	Available	TBC31D SICO BY-65 TABLE W/BENCH
606066	2813788	Available	TBC31D SICO BY-65 TABLE W/BENCH
606067	2813793	Available	TBC31D SICO BY-65 TABLE W/BENCH
606068	2813790	Available	TBC31D SICO BY-65 TABLE W/BENCH
606069	2813796	Available	TBC31D SICO BY-65 TABLE W/BENCH
606070	2813791	Available	TBC31D SICO BY-65 TABLE W/BENCH
606071	2813794	Available	TBC31D SICO BY-65 TABLE W/BENCH
606072	2827199	Available	STTB31D SICO OVAL GRADUATE
742513	Q572-G91Z1AUTC-0892	Available	ACTIVPANEL 70 (REPLACE 65)
749557	8010783	Available	MILK COOLER
E20200197	PHK1KD50KX	Available	ARUBA AP 515 ACCESS POINT
573144	N/A	Available	DOUBLE OVEN
744029	03090658	Available	BUFFET_W/ SNEEZE GUARDAPW WYOTTCW-3
744030	03090666	Available	BUFFET_W/ SNEEZE GUARD
744031	02092834	Available	BUFFET_W/ SNEEZE GUARDAPW WYOTTCW-3
744032	383628	Available	REACHIN REFRIG/FREEZER
744033	38362A	Available	COOLER/FREEZER_REACH-INMCCALL783538
744035	NA	Available	STOVEBLODGETTB36C-HHH
744036	NA	Available	BLODGETT OVEN MODEL NO. ZEPHAIRE
744038	NA	Available	2 COMPARTMENT SINK
E20200217	PHK1KD50Q9	Available	ARUBA AP 515 ACCESS POINT
E20200187	PHK1KD50B0	Available	ARUBA AP 515 ACCESS POINT
E20200189	PHK1KD50FM	Available	ARUBA AP 515 ACCESS POINT
640060	C1107200558	Available	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYST
E20200190	PHK1KD50RQ	Available	ARUBA AP 515 ACCESS POINT
724943	65E80F6XQ2A2080044	Available	ACTIVIPANEL
E20200191	PHK1KD50RK	Available	ARUBA AP 515 ACCESS POINT

EXHIBIT "A-2"
Tag Listing- (Assets valued under \$1,000)

Exhibit A-2

La Luz: Remaining Furniture Inventory

Classroom	Classroom tag	Furniture inventory to remain, June 16, 2023	Appliances and other materials: refrigerators, paper cutters, coffee machines, microwaves, trash and/or recycling bins, fans, printers, copiers, paper, etc.	Asset tagged inventory present
Hall reception area	N/A	computer table, four green and blue upholstered conference/waiting chairs		
Inside Reception waiting area	1A-1-0000A1-A	1 small computer desk, 2 30" bookcases, 1 rectangular computer desk	two phones, fax machine (no asset tag), two computers, LG tv screen (no visible asset tag), 2 wall clocks, shredder (no asset tag), sound system, 3 small trash cans	Reception waiting room computer (72049), computer on bookshelf behind reception desk (690482), Mac laptop on sound system (1027891), Sound system 744024, intercom phone
Administrative conference room	1A-1-0000A2-A	1 30" bookcase, conference table	microwaves, coffee/espresso maker, pencil sharpener, large trash can	
file room	1A-1-0000A8-A	8 four drawer file cabinets		
nurse exam room		1 office desk with plexiglass shield, 1 office chair, two black carts on wheels, 1 two-drawer chest/dresser, 1 waiting area chair, two cots	blood pressure machine on wheels, vision test apparatus on wheels, refrigerator, dye cutting machine and book binder (on cart), sharps disposal, trash can, scale	
nurse office	1A-1-00A10A-N	large desk with built-in two-drawer cabinet and small three drawer unit, four drawer file cabinet, 30" bookcase, office chair	Laser Jet printer, fan, wall phone	
bathroom	1A-1-0000A9-R	large two-door light wood storage cabinet	washer dryer (no visible asset tags)	
Administrative office supply room	1A-1-0000A5-S	1 30" bookcase, 2-approximately 7' bookcases (6 shelf), 1 approximately 6' bookcase (5 shelf), 1 small computer desk, 1 36" bookcase	1 large printer/copier (Lanier), 1 Swingline paper shredder, 1 small trash can, 1 paper cutter (12" x 15"), 1 small recycle bin	
back reception hallway			3 large recycle bins	
principal's office [not able to access, listing is according items seen through window]		two office desks, 1 round table, 1 low table, 1 two door metal storage unit with two drawers, 1 three drawer metal, lateral file cabinet, 6 or 7 upholstered conference chairs, 1 office chair, possible one other table or storage unit (office is locked)	1 tv screen and camera control center, trash can, phone (office is locked)	
office 1	1A-1-0000A3-A	1 wraparound office desk with two small three-drawer storage units, 3 upholstered conference chairs, 1 round table, 1 low two shelf bookcase, 1 round table, 1 two-drawer, two-door metal file cabinet	1 small metal trash can, 1 small refrigerator, 1 box fan, 1 paper shredder, 1 HP printer (no asset tag), 1 computer screen (no asset tag)	

Exhibit A-2

office 2	1A-a-0000A6-A	1 trapezoidal table, 2 black office chairs on wheel, 1 small computer desk, 1 large office desk with two sets of file drawers, and built in top of desk storage unit, 1 four drawer file cabinet, 3 30" bookcases	1 small refrigerator and freezer, 1 microwave	
office bathroom	1A-1-0000A7-R	1 small round table	1 trash can	
1	1A-1-000001-C	1 kidney table, 1 instructor desk, 3 trap tables, storage furniture: 1 metal double door metal cabinet, 1 small three drawer cabinet, 1 small bookcase, 1 new, light wood five drawer paper dresser storage cabinet (on wheels), 1 waiting room chair, 1 large double door metal storage cabinet	1 clothes hanger, 1 small black trash can, 1 large trash can	1) 78_boardheight Wallmounted, asset tag 602251; 2) PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM 640059; 3) ACTIV TABLE 690490, 4) 1 promethean board speaker 602733 (not in inventory)
2	1A-1-000002-C	4 circle tables, 2 long rectangular tables, instructor desk, 30 student chairs, 1 new light wood 5 drawer storage cabinet/paper dresser on wheels, 1 gray rectangular table	1 stove-oven, 1 large grey metal trashcan, 1 small brown metal trashcan	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM, 630732
3	1A-1-000003-C	N/A		PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM (630736), PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM (630733)
4	1A-1-000004-C	N/A		-
Small Comp Lab, Munchkin Lab	1A-1-000004B-L	1 14" student chair	phone, 1 small grey metal trash can	-
Small office	1A-1-000004C-A	12 student chairs (5 16", 3 12", 4 14"), 1 kidney table, 1 rectangular computer table, 1 instructor desk	1 microwave, 1 small grey metal trash can, one wall clock	-
Small office	1A-1-000004D-A	5 student chairs (4 16", 1 14"), 2 trapezoidal		-
5	1A-1-000005-C	4 rectangular table-desks, 4 to 6 instructor desks in boxes, unassembled, 1 gray instructor desk	2 large grey metal trash can, 1 small grey metal trash can	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM, 630716
6	1A-1-000006-6	4 16" student chairs, 4 chairs on wheels, 1 instructor desk, 1 instructor chair	phone, 1 small grey trash bin, one small brown trash bin	ACTIVE PANEL and STAND, APS TAG Number 724942, SN: 65E80-F6XQ2A208-0043
7	1A-1-000007-C	1 small cubby mail organizer, 1 cubby organizer with math manipulables, 2 four drawer metal file cabinets	1 small brown metal trash can, 1 large grey metal trash can	Q572-G9121AUTC-1143 (smart board) + cart (no serial number found)
8	1A-1-000008-C	(1) 2-door periwinkle storage cabinet, 15 student chairs, two open front student desks, 1 instructor desk with hutch, 2 PreK magazine	one large grey metal trash can, curricular materials	
9	1C-1-000009-L	15 student chairs, 1 computer desk, 1 post-it note/white board easel (small office: 1 periwinkle, 3 door cabinet)	2 small trash, 1 fan, 1 whiteboard, boxes of chromebook cases	-

Exhibit A-2

10	1C-1-000010-C	1 cubby shelf, 1 periwinkle 2 door cabinet, 1 kidney table, 1 trapezoid table, 1 instructor chair	1 large trash, 1 small trash	1 promethean board (722495)
11	1C-1-000011-C	2 cubby furnitures with math manipulable curricula, 1 large purple bookcase, 1 orange filing cabinet, 2 instructor chairs, 1 student open front desk, 1 16" chair	1 recycling, 1 large trash, 1 small trash, 1 dry erase easel, 1 small trash outside	1 promethean board (742514)
12	1C-1-000012-C	1 kidney table, 2 computer desks, 1 file cabinet, 1 white board	1 large trash, 1 small trash outside	1 promethean board (722494)
13	1C-1-000013-C	1 kidney table, 1 6' bookcase, 1 orange, lateral file cabinet, 1 rectangular table, 1 paper dresser	1 large trash, 1 small trash	1 promethean board (724945)
Break Room	-	-	refrigerator, pepsi machine, metal cart on	-
Work Room	1C-1-000014-A	1 five drawer, periwinkle storage cart on wheels, two double doored metal storage cabinets, 1 60 cubby 75" tall paper storage furniture piece	2 electric 3-hole punches, plastic comb binder, GBC Image maker binder, 1 tan 15" x 15" paper cutter, one long slide paper cutter, one tan 25" x 25" paper cutter, large wheeled paper holder/butcher paper roller device full of paper, 1 large gray metal trash bin, 1 large recycling container	-
Lounge	-	3 grey rectangular tables, 1 tan rectangular table, 1 four drawer metal file cabinet, 1 tan couch with blue and green polka dots, 1 tan sofa chair with blue and green polka dots, 5 aqua conference chairs, 5 lime green conference chairs, 1 black hard plastic conference chair, one small circular side table	one large grey metal trash can, phone, 1 boom box, 1 boom box with 2 speakers	-
15	1B-1-000015C	1 rectangular table, 2 office chairs, 1 hard plastic chair	1 small active view light, 1 small grey trash can, 1 large brown trash can, math manipulables curricula	ACTIVE PANEL APS 724944
16	1B-1-000016C	1 kidney table, 1 trapezoidal table, 1 36" bookcase, 1 instructor chair, 1 instructor desk, 11 student chairs, 2 chairs on wheels, one open front desk, 1 four drawer file cabinet	1 large grey metal trash can, 1 small brown metal trash can	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM APS 640061

Exhibit A-2

17	1B-1-000017C	1 small low computer desk/table, 2 medium bookcases, (2) 2-door periwinkle file cabinets, 1 30" bookcase, 1 open front student desk, 1 kidney table, 1 four drawer file cabinet, 1 five drawer file cabinet, 2 chairs on wheels, 1	1 large grey metal trash can, 1 small brown metal trash can 1 phone, 1 paper shredder	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM APS 640058
18/19	1B-1-000018C	Empty.		HATCH 03307-146-460-724 X22-45886
Cafeteria	2A-1-0000C1-K	Listing cafeteria tables only: 12 Fold-up tables with built-in seating	2 Trashcans	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM APS 742513 (Asset tag not found in the Asset tag List)
Library	1A-1-0000L1-D	4 Round Tables, 6 Rectangular Tables, 3 Metallic File Cabinets, 32 wooden chairs, 3 Metallic shelves, 2 Wooden Bookshelves, 1 Wooden File Cabinet, 5 llbrary Bookshelves	-	-
20	3A-1-000020-L	13 student chairs, 3 wheeled chairs, 1 Office Chair, 1 rectangular table, 1 seven foot bookcase, 1 low wheeled storage device, 2 four drawer metal file cabinets	2 small metal trash cans (turquoise and brown), 4 reams of colored paper, cables	-
22	3A-1-000022C	5 student chairs, 2 Trapezoid tables, 1 5 drawer periwinkle paper dresser, 1 Metallic File Cabinet, in closet there is 1 double-door metal storage cabinet, and 1 small bookcase, 2 wheeled office chairs outside classroom	1 set of stair equipment, 1 large metal trash can, 1 small grey metal trash can	-
25	3A-1-000025-C	1 paper dresser, 2 kidney table, 1 play sink, 1 play stove, 1 play fridge, 1 play cupboard, 5 circle tables, 1 magazine display, 1 toy shelf, 1 play panel, 1 student chair, 1 chair on wheels, 5 circle tables, 1 trapezoidal table outside	1 tall trash, 1 small, 1 oven-stove, 1 phone	PROMETHEAN ACTIVBOARD 387 PRO MOBILE SYSTEM, APS TAG 640060, SN C1107200558
26	3A-1-000026-C	Empty.	stove-oven	ACTIVIPANEL, APS TAG 724943, SN 65E80F6XQ2A208004
27	3A-1-000027-C	1 roller chair.	1 white refrigerator-freezer, 1 stove-over, 2 trash, 1 phone	65 ACTIVIPANEL, APS TAG 724970
28	3A-1-000028-C	2 student chairs.	2 small trash cans, large white refrigerator-freezer, stove-oven	
Vestibule area	-	1 open front student desk, 4 circle tables, 6 trap tables, 2 rectangular tables, 3 kidney tables, 3 rolling chairs, 1 sled chair, 18 student chairs, 2 four-drawer metal file cabinets	-	-

Exhibit A-2

Halls	-	4 office chairs, 2 old desks, 1 4-drawer file cabinet, 1 portable whiteboard, 3 trap tables, 1 computer table, 1 (20") rolling chair	-	
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EXHIBIT "A-3"
Technology Provided by Lessor to Lessee

APS requires strict standards for technology at all of our owned sites and thus provides a managed services agreement to lessees. Monthly charges are determined by a per Users(non student) cost.	
	<u>Abq Sign Language Academy (La Luz)</u>
APS authorized charter (Y/N)	N
Cisco ASR Router	Y
Avaya phone system	Y
Aruba Wireless	Y
Door security cameras	Y
Surveillance Camera	Y
UPN Internet	Y
Rauland Intercom	Y
Firewall	Y
Printers	N
UPS (Power supply)	Y
IT Staff resources	Managed Services agreement
Student count	150
Staff count	70
<u>Managed Service Annual Cost</u>	\$8,400.00

EXHIBIT "A-4"
Lessee's Maintenance and Operations Obligations

<p>Electrical Services Both parties should receive a copy of all inspections and reports completed by other party.</p>	Lamp Replacement (Same Type)
	Ballast Replacement
	Fire Marshall Repairs Typical <i>(Please Note: Charter schools must schedule and pay for Fire Marshall Inspections, if new equipment is required by the Fire Marshall for any reason then HB-33 funds will be used including replacement equipment.)</i>
	General Power Troubleshooting and repairs (no lights, no power, or brown outs etc.)
	Fire Alarm Calls for Troubleshooting (Lightning strikes, electronic boards not included)
	Fire Alarm Yearly Inspections-Provide Copy to Charter School
	Fire Extinguishers Service and Replacements (Stolen Fire Extinguisher Price Outs)
	Intercom Work Orders
	Quarterly Fire Sprinkler Inspections - Provide Copy to Charter School
<p>Building Services/Grounds Both parties should receive a copy of all inspections and reports completed by other</p>	Minor paving Repairs (crack filling and patching)
	Graffiti Removal on Buildings
	Irrigation System Repairs
	Minor Tree Cutting and Trimming
	Weed Spraying (2-Times Per Year)
	Carpet Cleaning (1-Time Per Year)
	Monthly Pest Control
	Quarterly HVAC Filter Changes- <i>Third Party Maintenance Contract required (Section 4)</i>
	Kitchen Hood Fire Suppression Inspections (2-Times Per Year)
	Air Conditioner Startup- Preventive Contract Required <i>Third Party Maintenance Contract required (Section 4)</i>
	Air Conditioner Shut Down- <i>Third Party Maintenance Contract required (Section 4)</i>
Heating Startup- Preventive Contract Required <i>Third Party Maintenance Contract required (Section 4)</i>	

party.	Boiler Startup- <i>Third Party Maintenance Contract required (Section 4)</i>
	Boiler Annual Preventive Maintenance- <i>Third Party Maintenance Contract required (Section 4)</i>
	Boiler Inspections- <i>Third Party Maintenance Contract (Section 4)</i>
	Boiler Water Treatment (Monthly)- <i>Third Party Maintenance Contract required (Section 4)</i>
	Air Compressor <i>Third Party Maintenance Contract required (Section 4)</i>
	Chiller Preventive Maintenance- <i>Third Party Maintenance Contract required (Section 4)</i>

	Service Calls for All Air Conditioner and Heating Work Orders for major repairs. Basic Parts for Typical Service Calls Included (*Major Parts for Replacement for Systems would be HB-33)
Plumbing Services Both Parties should receive a copy of all inspections and reports completed by other Party.	Backflow Inspections and Re-Certifications (Yearly)- <i>Third Party Maintenance Contract required (Section 4)</i>
	Backflow Device Repairs and Re-Builds (Section 4)
	Natural Gas Runs (Once Every Four Years)
	Plumbing Service Calls Work Orders
	Typical Parts Needed for Plumbing Calls Included (*Major Replacement Plumbing and Fixtures/parts would be HB-33)
Environmental Services Both Parties should receive a copy of all inspections and reports completed by other Party.	Environmental Inspections for Asbestos, Indoor Air Quality (IAQ), and Water
	Asbestos Management Plan Development (Yearly)
	Mold Inspections etc.
	Oversite and Management of Asbestos Abatement Projects (*Asbestos Abatement and Mold Mitigation Projects would use HB-33)
Structural Department Support Both Parties should receive a copy of all inspections and reports completed by other Party.	Roofing Preventive Maintenance including Patching and Inspections (Yearly)
	Parking Lot Striping as Needed (Section 4)
	Preventive Maintenance on Fencing and Gates
	Floor Tile Repair Work Orders (Floor Tile Replacement Projects would use HB-33 Funds)
	Carpenter Repairs and Doors
	Door Hardware Repairs and Preventive Maintenance Glazing Repairs and emergency board up Weather Strip Maintenance Ceiling Tile Repair Work Orders Lock Repairs Welding Repair Work Orders











ASLA Charter School Lease-6.23.23 (W4749038x7A92D) (Final)

Final Audit Report

2023-06-27

Created:	2023-06-23
By:	Amanda Velarde (amanda.velarde@aps.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJFyzSfW1F6uM-X_bBz4LStY9BYUfAxhu

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Martica Casias | Executive Director
Ryan Parks | Deputy Director

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

May 19, 2023
Raphael Martinez, Executive Director
The Albuquerque Sign Language Academy

RE: potential ASLA relocation to the La Luz Elementary School facility

VIA E-MAIL

Mr. Martinez,

The Public School Facilities Authority (PSFA) has learned that the Albuquerque Sign Language Academy intends to temporarily relocate to the existing La Luz Elementary School, in Albuquerque, NM, for the 2023-2024 school year, while the permanent facility is under construction.

The La Luz Elementary School facility was assessed by the PSFA in August of 2022. The facility's weighted New Mexico Condition Index (wNMCI) was calculated, pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1(A) (2) NMSA 1978. The wNMCI represents the facility age and condition related to systems and adequate space for students (lower is better). The La Luz Elementary School facility has a current wNMCI score of **37.15%**. *This score does not meet or exceed the current wNMCI statewide average of 24.2%, as required by statute for a charter school to relocate.* The Facility Condition Index (FCI) scores for the campus buildings range between 40.35% and 74.65%, indicating that multiple building systems have surpassed their functional life spans and/or have condition based deficiencies.

Per statute 22-8B-4.2, NMSA 1978, "an existing charter school shall not relocate unless the facilities of the new or relocated charter school, as measured by the New Mexico condition index, receive a condition rating equal to or better than the average condition for all New Mexico public schools for that year or the charter school demonstrates, within eighteen months of occupancy or relocation of the charter, the way in which the facilities will achieve a rating equal to or better than the average New Mexico condition index."

Due to the fact that the Albuquerque Sign Language Academy is currently in the process of constructing a new facility, funded by the Public School Capital Outlay Council (PSCOC), the relocation to the La Luz Elementary School facility will be temporary and will not exceed the 18 month grace period allowable by statute.

Please update the PSFA as the charter school moves forward with plans to move into this potential facility for the upcoming school year.

Respectfully,

Alyce Ramos, Programs Manager
Public School Facilities Authority





04 August 2023

RMKM Architecture, P.C.
400 Gold Ave. SW, Studio 1100
Albuquerque, NM 87102

Re: Albuquerque Sign Language Academy Project Status

Dear Members of the Public Education Commission,

In reference to the status of the Albuquerque Sign Language Academy (ASLA) design build project please accept this letter as our understanding of the current progress.

The ASLA project is designed and plans have been submitted for permit. The building proper is currently in review with NM Construction Industries Division through PSFA and public works scope is about to be re-submitted to Bernalillo County accommodating some changes requested. Both of these processes should be complete by early autumn. Once these permits are in place ASLA and Enterprise Builders (EB) should be able to commence construction work at 140 Tyler Ct. NE, Albuquerque, NM 87113 (Edith Blvd. north of Osuna). The construction duration is likely 20-24 months to complete the 61,000 SF building and site.

Should you require additional information please feel free to contact me.

Thank you,

Dan Caruso, AIA LEED-AP NCARB, Principal
505.681.6819
dcaruso@rmkmarch.com