

# New Mexico Public Education Commission



## 2023 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@ped.nm.gov](mailto:charter.schools@ped.nm.gov)

Approved by the Public Education Commission: March 18, 2022

## Table of Contents

Instructions .....	1
School Information.....	1
Facilities Narrative.....	1
Appendices .....	2

## 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:** Raices del Saber Xinachtli Community School

## Facilities Narrative

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

**School response:** Raices del Saber Xinachtli Community Schools is located at 2211 N. Valley Dr., Las Cruces, NM 88007 and located in close proximity of Mayfield High School (LEA: Las Cruces Public Schools). Raices is leasing its school facilities from Families and Youth Innovations Plus (FYI), which is a local nonprofit focusing on families and children. Raices is accommodating students in grades K-5 and currently enrolls 139 students. There are four portables on the premises. Each portable contains two classrooms (two-1<sup>st</sup> grade, two-2<sup>nd</sup> grade, two-3<sup>rd</sup> grade, one-4<sup>th</sup> grade, and one-5<sup>th</sup> grade). In the main building, there are two additional kindergarten classrooms. There are five additional office spaces: 1) classroom space shared by three staff (interventionist, instructional coach, and special education teacher), 2) space shared by two teachers (art/music teacher and movement teacher), 3) director of operations & OST coordinator, nurse station), 4) office manager and an assistant, and 5) the head

administrator office. There is also an additional room for staffs' workspace and lunch. Raices does not have a cafeteria, but instead has space where a catering business delivers food to the school. The food is either kept warm and/or cool dependent on the food and is then distributed to classrooms at breakfast and lunch by the food service staff. There are three restrooms in the main building and four of the portables have two restrooms. There is one playground structure, space for students to play soccer or kick ball, a sandbox, and tables with benches under a canopy to provide shade for the students.

School Map (see below): The school map is enclosed.

## 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.


	<b>File Name</b>	<b>Documentation</b>
<b>E-1</b>	E-1 E-Occupancy School Name	E-Occupancy Certificate
<b>E-2</b>	E-3 Lease Agreement School Name	A copy of the facility lease agreement, if applicable
<b>E-3</b>	E-4 Facility Master Plan School Name	Facility Master Plan

# Certificate of Occupancy

## Doña Ana County

### Building Services Division

*This certifies that the building or structure or portion thereof, as described herein, complies with the provisions of the 2015 International Building Code and all local ordinances as adopted by Dona Ana County. No change shall be made in the occupancy or use of the building without the approval of the Building Official.*

Bldg. Permit No. 46846	Occupancy and Use E
Owner Name and Address RESOURCES FOR CHILDRES & YOUTH 1501 N SOLANO, LAS CRUCES NM 88001	Type of Construction VB
Building Address 2211 N, VALLEY DR #4	Occupant Load 74
Contractor EROD INC	Zoning D2L
Building or portion thereof certified PORTABLE CLASSROOM	
Automatic Sprinkler System Yes - No- X	Required Yes - No -X
Fire Marshal Approval 	
Related Permits by type and number E-56052, 55770; P/M- 52820, 53088	
Condition(s) of Issuance NONE	

COMMERCIAL

  
SEAN VICK, CBO / ASSISTANT DIRECTOR      DATE 9-27-22

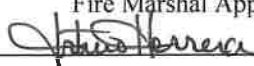


# Certificate of Occupancy

## Doña Ana County

### Building Services Division

*This certifies that the building or structure or portion thereof, as described herein, complies with the provisions of the 2015 International Building Code and all local ordinances as adopted by Dona Ana County. No change shall be made in the occupancy or use of the building without the approval of the Building Official.*

Bldg. Permit No. 46847	Occupancy and Use E
Owner Name and Address RESOURCES FOR CHILDRES & YOUTH 1501 N SOLANO, LAS CRUCES NM 88001	Type of Construction VB
Building Address 2211 N, VALLEY DR #5	Occupant Load 74
Contractor EROD INC	Zoning D2L
Building or portion thereof certified PORTABLE CLASSROOM	
Automatic Sprinkler System Yes - No- X	Required Yes - No -X
Fire Marshal Approval 	
Related Permits by type and number E-56053, 55770; P/M- 53089, 52821	
Condition(s) of Issuance NONE	

COMMERCIAL

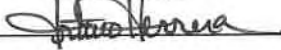
 7-27-22  
SEAN VICK, CBO / ASSISTANT DIRECTOR DATE

# Certificate of Occupancy

## Doña Ana County

### Building Services Division

*This certifies that the building or structure or portion thereof, as described herein, complies with the provisions of the 2015 International Building Code and all local ordinances as adopted by Dona Ana County. No change shall be made in the occupancy or use of the building without the approval of the Building Official.*

Bldg. Permit No. 46848	Occupancy and Use E
Owner Name and Address RESOURCES FOR CHILDRES & YOUTH 1501 N SOLANO, LAS CRUCES NM 88001	Type of Construction VB
Building Address 2211 N, VALLEY DR #6	Occupant Load 74
Contractor EROD INC	Zoning D2L
Building or portion thereof certified PORTABLE CLASSROOM	
Automatic Sprinkler System Yes - No- X	Required Yes - No -X
Fire Marshal Approval 	
Related Permits by type and number E-56054, 55770; P/M- 52822, 46848	
Condition(s) of Issuance NONE	

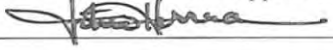
COMMERCIAL

 9-27-22  
SEAN VICK, CBO / ASSISTANT DIRECTOR      DATE

# Certificate of Occupancy

## Doña Ana County Building Services Division

*This certifies that the building or structure or portion thereof, as described herein, complies with the provisions of the 2009 International Building Code and all local ordinances as adopted by Dona Ana County. No change shall be made in the occupancy or use of the building without the approval of the Building Official.*

Bldg. Permit No. 44503	Occupancy and Use E
Owner Name and Address RESOURCES FOR CHILDREN AND YOUTH, INC., 1501 N. SOLANO LAS CRUCES, NM 88001	Type of Construction V-B
Building Address 2211 N. VALLEY DR.	Occupant Load 180
Contractor RES CONSTRUCTION INCORPERATED	Zoning D2L
Building or portion thereof certified INTERIOR REMODEL/ADDITION	
Automatic Sprinkler System Yes      No <input checked="" type="checkbox"/>	Required Yes      No <input checked="" type="checkbox"/>
Fire Marshal Approval 	
Related Permits by type and number E-50849, 50537; P/M-50312, 50487, 50432; F.A.-44712; FS-44636	
Condition(s) of Issuance NONE	

COMMERCIAL

*George Phillips* 11/21/19  
for George Phillips, CBO      Date

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY  
CHARTER SCHOOL LEASE  
(PRIVATE FACILITIES)**

**PART “A”**

This Charter School Lease (“**Lease**”) is made and entered into as of the 29<sup>th</sup> day of April 2019 (“**Reference Date Only**”), by and between “Landlord” and “School”.

**SPECIFIC LEASE PROVISIONS (SLP)**

- A. “Landlord”:  
**FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation
- B. Landlord’s Notification Address:  
Families and Youth Incorporated  
Attn: Brian Kavanaugh, CEO  
1320 S. Solano  
Las Cruces, New Mexico 88001
- C. “School”:  
**RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL**, a public charter school
- D. School’s Notification Address:  
Raíces del Saber Xinachtli Community School  
Attn: Lucia Carmona  
Before the Term Commencement Date:  
1565 5<sup>th</sup> Street  
Las Cruces, New Mexico 88005  
After the Term Commencement Date:  
2211 N. Valley Drive  
Las Cruces, New Mexico 88007
- E. “Premises”:  
The real estate in Doña Ana County, New Mexico, having an address of 2211 N. Valley Drive, Las Cruces, New Mexico 88007, described on Addendum “One” (“**Land**”), together with the “**Building**” containing 5,109 square feet, more or less, and other “**Improvements**” existing or to be constructed thereon.
- F. Tenant Improvements:  
“**Landlord’s Work**”: The Improvements to the Building and other areas of the Premises that are to be constructed by Landlord pursuant to Addendum “Three”.

G. "Permitted Use": A school and all related legal uses, including evening events, community events, public meetings and community uses.

H. Certifications/Approvals/Uses: The FMP/Ed. Spec/Conflict of Interest Questionnaire has not yet been approved by NMPSFA.

I. Commencement Dates: (1) "**Term Commencement Date**": The date on which Delivery of Possession of the Premises to School by Landlord occurs. The Term Commencement Date and certain other dates referenced in this Lease will be memorialized by Landlord and School within 30 days after the Term Commencement Date on the "Acknowledgment of Revised Provisions" attached hereto as Addendum "Four".

(2) "**Outside Term Commencement Date**": December 2, 2019.

(3) "**Rent Commencement Date**": to be Dec 2, 2019 Term Commencement Date.

If the Outside Term Commencement Date is postponed pursuant to Section 3.5 (Delayed Opening) or Addendum "Three" (Tenant Improvements by Landlord), then the Term Commencement Date and the Rent Commencement Date shall occur on the date on which Delivery of Possession of the Premises to School by Landlord occurs, but in no event prior to July 1, 2020.

J. Term: (1) "**Initial Term**": The term of this Lease commences on the Term Commencement Date and continues until the end of the fifth Lease Year.

(2) "**Renewal Term**": One (1) 5-year extension of the Initial Term to be exercised pursuant to Section 3.3.

K. "Charter Expiration Date": School's current five (5) year charter expires on June 30, 2024.

L. Rent: "**Base Rent**" is set forth on Addendum "Five" attached hereto.

- M. "School's Insurance": School shall maintain insurance coverage as required by the NMPSIA pursuant to Section 6.20.2.20 NMAC. The initial coverages shall be as set forth on Addendum "Six".
- N. "Security Deposit": None.
- O. "Broker": IMA Asset Managers, LLC (Frederick G. Mobley), which is representing Landlord.
- P. Addenda to SLP:
- Addendum "One": Legal Description of the Land
  - Addendum "Two": Aerial photo of the Premises
  - Addendum "Three": Tenant Improvements by Landlord
  - Addendum "Four": Acknowledgment of Revised Provisions
  - Addendum "Five": Base Rent
  - Addendum "Six": School's Insurance
- Q. Exhibits to GLT:
- Exhibit "A": Amendments to General Lease Terms
  - Exhibit "B": Form of Indemnification Agreement

References in the "General Lease Terms" to the "Specific Lease Provisions" or "SLP" are references to the information set out above. Each term used but not defined in the SLP shall have the meaning set forth in the General Lease Terms. If a conflict exists between the Specific Lease Provisions and the General Lease Terms, the Specific Lease Provisions will control. References to "Paragraphs" are to the Specific Lease Provisions and references to "Articles" or "Sections" are to the General Lease Terms.

## **ADDENDUM “ONE”**

### **Legal Description of the Land**

The Land is most of Lot 1 of U.S.R.S. Tracts 7-28D and 9B-23, Replat No. 1, which lot is shown and designated on that replat, which was filed for record on November 23, 2015 (reception no. 1525055), and recorded in Plat Book No. 24 at pages 11 and 12 and filed in the records of the County Clerk of Doña Ana County, New Mexico, and which lot is identified by the County Assessor of that county as parcel no. 4-005-134-407-037. More specifically, the Land is the part of that lot that is shaded in blue on the aerial photo of that lot that is attached to this Lease as Addendum “Two”.



**ADDENDUM "TWO"**

**Aerial Photo of the Premises**



Lease from FYI to  
Raíces del Saber Xinachtlí Community School

\\Lawofficeserver\l\Dox\CLIENT\32131\114\00018503.WPD



## ADDENDUM “THREE”

### Tenant Improvements by Landlord

Landlord shall construct the following Improvements to the Premises (“**Landlord’s Work**”) prior to the Term Commencement Date:

1. Convert existing Dining and Kitchen into new Grade 1 classroom;
2. Create new Serving Kitchen;
3. Modify Reception area, including adding a pass through window;
4. Create a multi purpose room from existing space;
5. Add two (2) new restrooms;
6. Add square footage on west end of Building to allow for new 2 Kindergarten classrooms @ 1,000 square feet each;
7. Modify existing plumbing, fire sprinkler system, HVAC systems to accommodate new upgrades and occupancy changes.

Attached hereto as Schedule I and incorporated herein by reference are more detailed plans and specifications for the Landlord’s Work.

School shall pay the architects directly for their services in preparing the preliminary design and construction documents, obtaining the permitting, and inspecting and coordinating the construction of Landlord’s Work. School shall also reimburse Landlord for part of the other costs of Landlord’s Work on the Effective Date. That part will amount to the difference between \$65,000 and the total amount that School pays architects for their services described in the first sentence of this paragraph.

NACA-Inspired Schools Network has agreed to reimburse Landlord, pursuant to the terms and conditions of the indemnification agreement attached to this Lease as **Exhibit B**, which shall be executed by NACA-Inspired Schools Network and delivered by School to Landlord concurrently with the execution of this Lease, for certain costs that Landlord incurs in constructing Landlord’s Work if School exercises any right it has to postpone the Outside Term Commencement Date or to terminate this Lease for any reason other than pursuant to Section 16.5 (Landlord’s Default).

“**Substantial Completion**” of Landlord’s Work shall be deemed to be on the date that (a) Landlord delivers a certification to School from Landlord’s architect or contractor that Landlord’s Work has been completed, subject only to a punch list (“**Punch List**”) of minor items remaining to be

corrected by Landlord, which will be prepared by representatives of Landlord and School, and which will not materially interfere with School's Permitted Use of the Premises, (b) a "certificate of occupancy" or comparable certificate has been issued for Landlord's Work by the appropriate governmental authorities, and (c) the portion of the Premises and Improvements to be used for school activities complies with the Statewide Adequacy Standards. The Punch List shall be completed by Landlord within 30 days after the Term Commencement Date.

School shall also have the right to enter into possession of the Premises under duress prior to Substantial Completion of Landlord's Work if School is required to open or be in violation of its charter, and the Premises satisfy all Statewide Adequacy Standards.

Upon School's written request, Landlord shall also place on the Premises up to four (4) portable classrooms (approximate size 24' x 64' w/2 classrooms and a restroom in each).

School acknowledges that Landlord must obtain a special use permit from Doña Ana County, New Mexico (the "**County**"), in order for School to operate a school on the Premises and that Landlord cannot obtain a building permit from the County for Landlord's Work until Landlord obtains that special use permit. Landlord has applied for the special use permit and expects the County's Planning and Zoning Commission (the "**P&Z**") to consider granting that permit at its meeting that is scheduled to take place on May 23, 2019. If the P&Z does not approve the granting of the special use permit at that meeting or if Landlord does not obtain a building permit from the County for Landlord's Work by May 30, 2019, then Landlord's contractor will not be able to substantially complete Landlord's Work before the Outside Term Commencement Date. Therefore, if the P&Z does not approve the granting of the special use permit at its meeting on May 23, 2019, or if Landlord does not obtain a building permit from the County for Landlord's Work by May 30, 2019, then either party may, by written notice delivered to the other party by June 6, 2019, either (1) postpone the Outside Term Commencement Date to any specified date, provided that such date is no earlier than July 1, 2020, and is no later than August 1, 2020, or (2) terminate this Lease. If the P&Z does not approve the granting of the special use permit at its meeting on May 23, 2019, and neither party terminates this Lease pursuant to the preceding sentence, then Landlord shall appeal the P&Z's denial of the special use permit to the County's Board of County Commissioners, but Landlord shall not be required to appeal any denial by that board of the special use permit to a state district court. If Landlord does not obtain the special use permit by July 31, 2019, then either party may, by written notice delivered to the other party by August 9, 2019, terminate this Lease.

School also acknowledges that Landlord's contractor will not have much time to construct Landlord's Work by the Outside Term Commencement Date. As a result, Landlord's contractor will not guarantee that Substantial Completion of Landlord's Work will occur by that date. If Substantial Completion of Landlord's Work and Delivery of Possession does not occur by the Outside Term Commencement Date, then Landlord shall not be in default, but School may, by written notice delivered to Landlord by August 26, 2019, postpone the Outside Term Commencement Date to any specified date, provided that such date is no earlier than July 1, 2020, and no later than August 1,

2020, and in the event School does that, the Term Commencement Date and the Rent Commencement Date will occur on the later of (1) July 1, 2020, or (2) the date Landlord's Delivery of Possession of the Premises to School occurs.

**ADDENDUM "FOUR"**

**Acknowledgment of Revised Provisions**

THIS ACKNOWLEDGMENT is entered into effective the 29<sup>th</sup> day April of , 2019, by and between **FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation ("Landlord"), and **RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL**, a public charter school ("School").

WHEREAS, Landlord and School entered into a Lease dated April 29, 2019 (the "**Lease**"), involving the Premises located at 2211 North Valley Drive, Las Cruces, New Mexico 88007; and

WHEREAS, the parties desire to establish the Term Commencement Date, Rent Commencement Date, and/or revise other terms and provisions of the Lease.

NOW, THEREFORE, in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, IT IS AGREED AS FOLLOWS:

1. All capitalized terms shall have the definitions set forth in the Lease, unless otherwise defined herein.
2. The Term Commencement Date is hereby acknowledged to be August 12, 2019.
3. The Rent Commencement Date is hereby acknowledged to be July 1st, 2020.
4. The Initial Term shall terminate on June 30, 2024.
5. Except as herein modified and amended, the remaining terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date first hereinabove set forth.

**FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation

**RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL**, a public charter school

By: \_\_\_\_\_  
Name: Brian Kavanaugh  
Title: F Y I - C E O

By: Holaya Ponce Acosta  
Name: Holaya Ponce-Acosta  
Title: G B - C h a i r

**ADDENDUM “FIVE”**

**Base Rent**

<b><u>Initial Term:</u></b>	<b><u>Annual Base Rent:*</u></b>	<b><u>Monthly Base Rent:</u></b>
1 <sup>st</sup> Lease Year	\$52,367.25** (\$10.25/sq. ft.)	\$4,363.94
2 <sup>nd</sup> Lease Year	\$69,476.25 (\$13.60/sq. ft.)	\$5,789.69
3 <sup>rd</sup> Lease Year	\$74,585.25 (\$14.60/sq. ft.)	\$6,215.44
4 <sup>th</sup> Lease Year	\$79,694.25 (\$15.60/sq. ft.)	\$6,641.19
5 <sup>th</sup> Lease Year	\$83,526.00 (\$16.35/sq. ft.)	\$6,960.50

**Renewal Term:**

6 <sup>th</sup> Lease Year	\$85,626.84 (\$16.76/sq. ft.)	\$7,135.57
7 <sup>th</sup> Lease Year	\$87,772.62 (\$17.18/sq. ft.)	\$7,314.39
8 <sup>th</sup> Lease Year	\$89,969.49 (\$17.61/sq. ft.)	\$7,497.46
9 <sup>th</sup> Lease Year	\$92,217.45 (\$18.05/sq. ft.)	\$7,684.79
10 <sup>th</sup> Lease Year	\$94,516.50 (\$18.50/sq. ft.)	\$7,876.38

In addition, for each portable classroom that Landlord places on the Premises pursuant to Addendum “Three,” School shall pay additional Base Rent of \$1,200.00 per month from the date that the portable classroom is ready and available for School’s use and occupancy.

\*The annual Base Rent is based on the square foot prices reflected in parenthesis multiplied by the estimated floor space of the Building, which is 5,109 square feet.

\*\*If the first Lease Year is less than a full year, the annual Base Rent for that Lease Year will be prorated.

“RCD” - Rent Commencement Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2018

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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367		<b>CONTACT NAME:</b> Risk Services <b>PHONE (A/C, No. Ext):</b> (800) 578-8802 <b>FAX (A/C, No):</b> (818) 449-9449 <b>E-MAIL ADDRESS:</b> rservices@pomsassoc.com	
<b>INSURED</b> New Mexico Public Schools Insurance Authority Member: Raices Del Saber Xinachtli Community School 410 Old Taos Highway Santa Fe NM 87501		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New Mexico Public Schools Insurance Authority INSURER B: Safety National INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** Raices Del Saber      **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MOC NO. L0021	07/01/2018	07/01/2019	EACH OCCURRENCE \$ Tort Limit DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Tort Limit MED EXP (Any one person) \$ Tort Limit PERSONAL & ADV INJURY \$ Tort Limit GENERAL AGGREGATE \$ Tort Limit PRODUCTS - COM/OP AGG \$ Tort Limit Maximum Liability \$ 1,050,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MOC NO. L0021	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ Tort Limit BODILY INJURY (Per accident) \$ Tort Limit PROPERTY DAMAGE (Per accident) \$ Tort Limit Maximum Liability \$ 1,050,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED:      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4055030	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Self-Insured Retention for Liability: \$750,000. See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary.

<b>CERTIFICATE HOLDER</b>  EVIDENCE OF COVERAGE	<b>CANCELLATION</b> 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 
---	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

Lease from FYI to  
Raices del Saber Xinachtli Community School

\\Lawofficeserver\l(e)\Dox\CLIENT\32131\114\00018503.WPD

**COMMENTS/REMARKS**

Summary of New Mexico Tort Claims Act Section 41-4-19: Maximum Liability  
Governmental entities and agencies, including public schools, public charter schools and  
community colleges and universities are granted immunity from liability.  
Commercial General Liability  
Products and Completed Operations  
Professional Liability  
Contractual Liability  
Imposed by New Mexico Tort Claims Act [ NMSA 1975 §41-4-1 through 41-4-29]  
\$400,000 Bodily Injury Per Person  
\$200,000 Property Damage Per Property Address  
\$300,000 Medical  
\$750,000 Per Occurrence  
\$1,050,000 Combined Limit/Maximum Liability

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2018

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.

<b>PRODUCER</b> Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367		<b>CONTACT NAME:</b> Risk Services <b>PHONE (A/C, No, Ext):</b> (800) 578-8802 <b>FAX (A/C, No):</b> (818) 449-9449 <b>E-MAIL ADDRESS:</b> rservices@pomsassoc.com <b>PRODUCER CUSTOMER ID:</b> 00016280	
<b>INSURED</b> New Mexico Public Schools Insurance Authority Member:Raices del Saber Xinachtli Community School Charter 410 Old Taos Highway Santa Fe NM 87501		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Berkley Regional Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	


**COVERAGES**      **CERTIFICATE NUMBER:** Raices Del Saber      **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
	<b>PROPERTY</b>				BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES			PERSONAL PROPERTY	\$
	BASIC	BUILDING			BUSINESS INCOME	\$
	BROAD	CONTENTS			EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
					Contents	\$
						\$
	<b>INLAND MARINE</b>	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
A	<input checked="" type="checkbox"/> <b>CRIME</b>	BGOV-45001509-23	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> Employee Theft	\$ 2,000,000
	TYPE OF POLICY				<input checked="" type="checkbox"/> Forgery or Alteration	\$ 2,000,000
					<input checked="" type="checkbox"/> Faithful Performanc	\$ 1,000,000
	<b>BOILER &amp; MACHINERY / EQUIPMENT BREAKDOWN</b>					\$
						\$
						\$
						\$

**SPECIAL CONDITIONS / OTHER COVERAGES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Crime Coverage - Faithful Performance of Duty Coverage for Governmental Employees and Employee Theft for Raices Del Saber Xinachtli Community School

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
EVIDENCE OF COVERAGE	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 

ACORD 24 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1995-2015 ACORD CORPORATION. All rights reserved.

Lease from FYI to  
Raices del Saber Xinachtli Community School

\\Lawofficeserver\l(e)\Dox\CLIENT\32131\114\00018503.WPD



**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY  
CHARTER SCHOOL LEASE  
(PRIVATE FACILITIES)**

**PART “B”**

**DEFINITIONS**

“**Acknowledgment of Revised Provisions**” means Addendum “Four”.

“**Alterations by School**” is defined in Article IX.

“**Anti-Donation Clause**” means Article IX, Section 14 of the New Mexico Constitution.

“**Base Rent**” is defined in Paragraph L of the SLP and Addendum “Five”.

“**Board**” means the governing body of School.

“**Broker**” is defined in Paragraph O of the SLP.

“**Building**” means the building that is a part of the Premises.

“**Business Day(s)**” means any day other than a Saturday, a Sunday or a day on which federal banks in the City of Las Cruces, New Mexico, are authorized by law to remain closed.

“**Charter Expiration Date**” is defined in Paragraph K of the SLP.

“**Charter Schools Act**” means Sections 22-8B-1 et seq. NMSA 1978, as amended.

“**Delivery of Possession**” is defined in Section 7.2(a).

“**Effective Date**” is the date the last of Landlord and School fully execute this Lease.

“**Event(s) of Default**” is defined in Section 16.1(a).

“**Event of Nonappropriation**” is defined in Section 6.3.

“**First Mortgage**” means any bona fide first mortgage or deed of trust secured by the Premises whether existing on the Effective Date or thereafter during the Lease Term.

“**Fiscal Year**” means School’s fiscal year, which begins on July 1 of each year and ends on June 30 of the following year.

**“Force Majeure”** shall mean any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, terrorism, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, delays in obtaining any governmental permit, including a special use permit for operation of a school on the Premises and a building permit for Landlord’s Work, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes (except financial) beyond the reasonable control of the party obligated to perform, shall excuse the performance by that party for a period equal to the prevention, delay or stoppage; provided the party prevented, delayed or stopped shall have given the other party written notice thereof within 30 days of such event causing the prevention, delay or stoppage.

**“GLT”** is the General Lease Terms.

**“Hazardous Materials”** is defined in Section 15.2.

**“Hazardous Materials Laws”** is defined in Section 15.2.

**“Improvements”** means the Building(s), site improvements, equipment and fixtures constituting real property located in, on or under the Land, as same may be constructed, removed, altered or otherwise renovated pursuant to the terms of this Lease.

**“Initial Term”** is defined in Paragraph J(1) of the SLP.

**“Land”** is defined in Paragraph E of the SLP and Addendum “One”.

**“Landlord”** is defined in Paragraph A of the SLP.

**“Landlord’s Insurance”** is defined in Section 12.1.

**“Landlord’s Work”** is defined in Paragraph F of the SLP and Addendum “Three”.

**“Lease”** is this Charter School Lease, and it includes all addenda, amendments, exhibits or supplements hereto.

**“Lease Term”** is the Initial Term and, if applicable, the Renewal Term.

**“Lease Year”** means, in the case of the first Lease Year, the period, even though it is less than a year, beginning on the Term Commencement Date and ending at the end of the day on June 30<sup>th</sup> of the next calendar year. Thereafter, each Lease Year shall commence on the day following the expiration of the preceding Lease Year and shall end at the expiration of 12 calendar months thereafter.

“**Net Proceeds**” is defined as: (a) the gross proceeds received: (1) from any insurance, performance bond or condemnation award or in lieu payment regarding the Premises, or (2) as a consequence of any default or breach of warranty under any contract relating to the Premises, minus (b) expenses incurred in the collection of such gross proceeds or awards.

“**NMPSFA**” means the New Mexico Public Schools Facilities Authority.

“**NMPSIA**” means the New Mexico Public Schools Insurance Authority.

“**PEC**” is the Public Education Commission of the State of New Mexico.

“**PED**” is the Public Education Department of the State of New Mexico.

“**Permitted Use**” is defined in Paragraph G of the SLP.

“**Person**” means any natural person, firm, corporation, partnership, limited liability company, State or local charter school, political subdivision of any state, other public body or other organization or association.

“**Premises**” is defined in Paragraph E of the SLP.

“**PSCOC**” means the Public School Capital Outlay Council.

“**Reference Date Only**” is the dated reflected in the first paragraph of this Lease.

“**Renewal Option**” is defined in Section 3.3.

“**Renewal Term**” is defined in Paragraph J(2) of the SLP.

“**Rent Commencement Date**” is defined in Paragraph I(2) of the SLP.

“**Requirements of Law**” means any federal, State or local statute, ordinance, rule or regulation, any judicial or administrative order, request or judgment, any common law doctrine or theory, any provision or condition of any permit or any other binding determination of any governmental authority relating to the ownership or operation of property, including any of the foregoing relating to zoning, environmental, health or safety issues.

“**School**” is defined in the Paragraph C of the SLP.

“**School’s Insurance**” is defined in Paragraph M of the SLP and Addendum “Six”

“**Security Deposit**” is defined in Paragraph N of the SLP.

“**SLP**” is the Specific Lease Provisions.

“**State**” means the State of New Mexico.

“**Statewide Adequacy Standards**” shall be effective July 1, 2015, for new leases and renewals of existing leases, and means the standards established in Sections 6.27.30.1 -.19 NMAC related to the use of the Premises for a school, and which standards Landlord is obligated to maintain at no additional cost to School or the State, or if applicable, Section 22-8B-4.2 F(2) NMSA 1978, as amended.

“**Substantial Completion**” is defined in Addendum “Three”.

“**Tenant Improvements**” is defined in Paragraph F of the SLP and Addendum “Three”.

“**Tort Claims Act**” is the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

**NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY  
CHARTER SCHOOL LEASE  
(PRIVATE FACILITIES)**

**PART “C”**

**GENERAL LEASE TERMS**

**RECITALS**

I. School is a public charter school duly organized and validly existing pursuant to the Charter Schools Act, and School is authorized by the Charter Schools Act to contract with any third party for the use of a school building and grounds.

II. Landlord is the owner of the Premises.

III. School has determined it is in the best interests of School to lease the Premises from Landlord pursuant to this Lease, and the Board has duly authorized entering into this Lease; and Landlord has determined it is in the best interests of Landlord to lease the Premises to School pursuant to this Lease, and Landlord has duly authorized entering into this Lease.

IV. The terms and provisions of Part “A”, Specific Lease Provisions (SLP), which contains the variable provisions of this Lease, are incorporated herein.

V. Part “B”, Definitions, is incorporated herein.

VI. This Part “C”, General Lease Terms, shall not be modified, except by language in Part “A”, Special Lease Provisions, and addenda, amendments and exhibits referenced therein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, it is agreed as follows:

**ARTICLE I  
DEFINITIONS**

The capitalized terms in the SLP and the GLT shall have the definitions provided for in Part “B” Definitions.

**ARTICLE II**  
**REPRESENTATIONS, COVENANTS, WARRANTIES;**  
**ACKNOWLEDGMENTS; CONTINGENCIES**

Section 2.1. Representations, Covenants and Warranties by Landlord. Landlord represents, covenants and warrants that:

(a) Landlord (1) is duly organized, existing and in good standing under the laws of the State, (2) is the owner of the Premises, and (3) is duly authorized, by its governing body and applicable law, to own and lease the Premises to School and to execute, deliver and perform its obligations under this Lease.

(b) As of the Term Commencement Date, the Premises will comply with all Requirements of Law, including Statewide Adequacy Standards. Landlord further warrants that Landlord's Work has been or will be completed in accordance with Addendum "Three".

(c) Landlord has no conflict of interest with School or other third parties involving this Lease, or that have not been disclosed, reviewed and accepted by Board pursuant to Requirements of Law.

(d) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or will result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Landlord is now a party, or which is binding on Landlord.

Section 2.2. Landlord Acknowledgment. Landlord acknowledges and recognizes that:

(a) This Lease will be terminated upon the occurrence of an Event of Nonappropriation;

(b) This Lease will be terminated upon nonrenewal or revocation of School's charter; and

(c) This is a "modified gross lease", meaning, as to operating costs for the Premises (including maintenance, repairs and replacements, property taxes, insurance and utilities), School is only responsible for certain maintenance, repairs and replacements to the Premises, utilities separately metered to School, janitorial services for the Premises, School's insurance, personal property taxes of School and specific obligations related to indemnity by School and the tortious conduct of School.

Section 2.3. Representations, Covenants and Warranties by School. School represents, covenants and warrants that:

(a) School is a public charter school duly authorized by the PEC or local school board, and duly organized and validly existing under the laws of the State.

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

(c) The representatives of School executing this Lease have been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of the Board or by other appropriate official action.

(d) School is not aware of any current violations of any Requirements of Law relating to the Premises, and School has complied with all Requirements of Law with respect to this Lease and all other Requirements of Law.

(e) School has appropriated sufficient monies in its operating budget to pay the Base Rent estimated to be payable in the first year of the Lease Term.

**ARTICLE III  
DEMISE OF PREMISES; LEASE TERM;  
RENEWAL OPTION; DELAYED OPENING**

Section 3.1. Demise of Premises. Landlord hereby leases to School and School leases from Landlord, on the terms and conditions set forth herein, the Premises for the Lease Term.

Section 3.2. Lease Term. The Lease Term shall commence on the Term Commencement Date and shall expire on the earlier of any of the following events:

(a) the last day of Initial Term or, if School exercises the Renewal Option, the last day of the Renewal Term;

(b) June 30 of any Fiscal Year during which an Event of Nonappropriation has occurred, provided that School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term;

(c) termination of this Lease following an Event of Default in accordance with Article XVI; or

(d) the final effective date of any nonrenewal/revocation of School's charter by the applicable authorities, provided that School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term.

Section 3.3. Renewal Option. Provided that School is not then in default in the performance of its obligations or in compliance with the requirement of this Lease, School shall have the option to extend the Initial Term for the Renewal Term on the same terms and conditions as provided for in this Lease for the Initial Term, except that the Base Rent for the Renewal Term shall be as set forth in Addendum "Five" (the "**Renewal Option**"). The Renewal Option shall be exercised in writing delivered to Landlord not later than 90 days prior to the expiration of the Initial Term. Notwithstanding the foregoing, if School does not exercise the Renewal Option within the applicable 90-day period, Landlord shall send written notice to School so notifying School, and School shall have 15 days after the receipt of said notice to exercise the Renewal Option.

Section 3.4. Effect of Termination of Lease Term. Upon termination of the Lease Term:

(a) All unaccrued obligations of School hereunder shall terminate, but all obligations of School that have accrued hereunder prior to such termination shall continue until they are discharged in full; and

(b) If the termination occurs because of the occurrence of an Event of Default, School's right to possession of the Premises hereunder shall terminate and (1) School shall, within 90 days, vacate the Premises; and (2) until School vacates the Premises, it shall pay Base Rent to Landlord.

(c) If the termination occurs because of the occurrence of an Event of Nonappropriation or the nonrenewal of School's charter, the termination shall be effective as of the last day of the then current Fiscal Year or upon the effective date of the revocation of School's charter in the case of revocation.

Section 3.5. Delayed Opening. In the event that School does not obtain the necessary approvals and funding to operate a school on the Premises during the 2019-2020 school year, School will have the right, which may only be exercised by written notice given to Landlord, to either (a) postpone the Outside Term Commencement Date to any specified date, provided that such date is no earlier than July 1, 2020, and is no later than August 1, 2020, or (b) terminate this Lease. In the event School exercises that right, Landlord will be compensated for the delay or termination by NACA-Inspired Schools Network pursuant to the Indemnification Agreement attached to this Lease as **Exhibit B**.



**ARTICLE IV**  
**BASE RENT; SECURITY DEPOSIT**

Section 4.1. Base Rent. From and after the Rent Commencement Date, School shall pay the Base Rent in monthly installments, on or before the first day of each month, without demand. Should the Rent Commencement Date occur on a day other than the first day of a calendar month, then the monthly installment of Base Rent for the first fractional month shall be equal to  $\frac{1}{3}$ <sup>th</sup> of the monthly installment of Base Rent for each day from the Rent Commencement Date to the end of the partial month.

Section 4.2. Security Deposit. Landlord in its discretion and from time to time and at any time shall be entitled to apply any portion or all of the Security Deposit, if any, for reimbursement or satisfaction of any and all Events of Default by School and/or any and all damages, losses, attorneys' fees, costs or expenses of Landlord resulting therefrom, including those not remedied by School within the period, if any, expressly provided for in this Lease for such remedial action. Upon Landlord giving School notice of any such application of the Security Deposit, School shall, within 30 days thereafter, pay to Landlord a sum sufficient to restore the amount of the Security Deposit to the amount set forth in the SLP. Within 30 days following expiration of the Lease Term (except as otherwise provided by law), Landlord shall refund to School any balance of the Security Deposit remaining on deposit with Landlord which has not been applied to reimbursement or satisfaction of the foregoing items, and Landlord shall have no further liability with respect to the Security Deposit. Interest shall not be payable or paid on the Security Deposit or any balance thereof, unless otherwise required by law. Landlord shall not be required to segregate the Security Deposit in a separate account.

Section 4.3. No Deduction or Set-Off; Late Charges. All Base Rent required hereunder shall be paid without demand, deduction, or setoff, and School shall not be entitled to any credit against any rent, except as may be otherwise herein expressly provided. If any Base Rent or other payment due from School to Landlord pursuant to this Lease (excluding late charges imposed by this Section) is not received within 10 days of its due date for any reason whatsoever, or if any payment of Base Rent or any other sum due from School to Landlord pursuant to this Lease is by check which is returned for insufficient funds, then in addition to the past due amount, School shall pay to Landlord a late charge in an amount equal to 5% of the Base Rent or other payment due from School to Landlord pursuant to this Lease, as the case may be, then due, in order to compensate Landlord for its administrative and other overhead expenses. Tenant hereby acknowledges that late payment by School to Landlord of Base Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain (such as processing and accounting charges). The parties hereby agree that any late charge imposed pursuant to this Lease does not represent interest, but rather represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by School. Landlord's acceptance of any such late charge shall not constitute a waiver of any default by School with respect to such overdue

amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

## **ARTICLE V USE; QUIET ENJOYMENT**

Section 5.1. Use. The Premises shall only be used for the Permitted Use, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. School shall comply with all Requirements of Law related to the Premises and its use thereof, and School shall not take any action that would constitute a nuisance, nor permit any unlawful practice to be carried on or committed at the Premises.

Section 5.2. Quiet Enjoyment. Landlord covenants that School, on paying the Base Rent and all other sums due from School to Landlord pursuant to this Lease, and performing the covenants of this Lease shall and may peaceably and quietly have, hold and enjoy the Premises for the Lease Term, subject to any easements of record.

## **ARTICLE VI LIMITATIONS ON OBLIGATIONS OF SCHOOL; APPROPRIATION AND NONAPPROPRIATION OF FUNDS**

### Section 6.1. Limitations on Obligations of School.

(a) Payment of Base Rent by School shall constitute currently appropriated expenditures of School and may be paid from any legally available funds.

(b) School's obligations under this Lease shall be subject to School's annual right to terminate this Lease upon the occurrence of an Event of Nonappropriation or upon nonrenewal or revocation of School's charter, provided that School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term.

(c) No provision of this Lease shall be construed or interpreted (1) to directly or indirectly obligate School to make any payment in any Fiscal Year in excess of amounts appropriated by the State legislature for such Fiscal Year; (2) as creating a debt or multiple Fiscal Year direct or indirect debt or other financial obligation whatsoever of School within the meaning of the Anti-Donation Clause or any other constitutional or statutory limitation or provision; (3) as a delegation of powers by School; (4) as a loan or pledge of the credit or faith of School or as creating any responsibility by School for any debt or liability of any Person within the meaning of the Anti-Donation Clause; or (5) as a donation or grant by School to, or in aid of, any Person within the meaning of the Anti-Donation Clause.

(d) No provision of this Lease shall be construed to pledge or to create a lien on any class or source of monies of School, nor shall any provision of this Lease restrict the future issuance of any obligations of School, payable from any class or source of monies of School.

(e) Notwithstanding any other provision of this Lease, School shall be under no obligation to pay Base Rent or any other amount(s) on any portions of the Premises used for school activities that have not been certified pursuant to the Statewide Adequacy Standards.

Section 6.2. Appropriation. School shall include in each annual budget proposal submitted to the Board during the Lease Term, the entire amount of Base Rent scheduled to be paid; it being the intention of School that any decision to continue or to terminate this Lease shall be made solely by the Board, in its sole discretion, and not by any other official of School.

Section 6.3. Event of Nonappropriation. An “**Event of Nonappropriation**” shall be deemed to have occurred:

(a) On June 30 of any Fiscal Year if the State legislature has, on such date, failed, for any reason, to appropriate sufficient funds authorized to be used to pay all Base Rent scheduled to be paid in the next ensuing Fiscal Year, provided that (1) the Board has not designated other available funds to pay all or such part of such Base Rent that is not funded by appropriations from the State legislature and (2) School does not operate a school in Doña Ana County, New Mexico, at any time during the remainder of the Initial Term or, if School exercises the Renewal Option, during the remainder of the Renewal Term; or

(b) If:

(1) Damage to, a material defect in, or loss of title to the Premises pursuant to Section 13.1 has occurred, and

(2) the Net Proceeds received as a consequence of such event are not sufficient to repair, restore, modify, improve or replace the Premises in accordance with Section 13.3, and

(3) School has not appropriated amounts sufficient to proceed under Section 13.3(b) by June 30 of the Fiscal Year in which such event occurred or by June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent, on June 30 of the Fiscal Year in which such event occurred or on June 30 of any subsequent Fiscal Year in which such insufficiency became apparent, as applicable.

**ARTICLE VII**  
**LANDLORD WORK; DELIVERY OF POSSESSION;**  
**CONDITION OF PREMISES; EARLY ACCESS TO PREMISES**

Section 7.1. Construction of Landlord's Work. If applicable, Landlord shall cause Landlord's Work to be constructed in accordance with Addendum "Three". School shall cooperate at all stages to promote the efficient and expeditious completion of Landlord's Work.

Section 7.2. Delivery of Possession.

(a) **"Delivery of Possession"** of the Premises shall be deemed to occur on Substantial Completion of Landlord's Work and Landlord's written notification to School that School may take possession of the Premises.

(b) Landlord warrants that as of the Term Commencement Date, the portion of the Premises to be used for school activities will comply with applicable Statewide Adequacy Standards, and that the Premises will comply with all other Requirements of Law.

Section 7.3. Early Access to Premises. School will have the right to enter the Premises before the Term Commencement Date to install fixtures and equipment, provided however, such access shall be subject to: (a) School coordinating with Landlord; (b) School providing Landlord evidence that all insurance required of School in Article XII has been obtained; and (c) such access shall be subject to the provisions of this Lease, except that the payment of Base Rent shall not be due prior to the Rent Commencement Date. School's early access shall not unreasonably interfere with Landlord's Work.

**ARTICLE VIII**  
**REPAIRS AND MAINTENANCE; LIENS; RIGHT OF ACCESS**

Section 8.1. Repairs and Maintenance by Landlord.

(a) During the Lease Term, Landlord shall be responsible for maintaining the roof, foundation, and exterior walls of the Building, and electrical, HVAC, plumbing, and drainage systems servicing the Premises, in good condition (to Statewide Adequacy Standards), including repairs and replacements, except as otherwise provided for in Section 8.2. All maintenance, repairs and replacements to be made by Landlord shall be at Landlord's risk and expense.

(b) Landlord's obligations for maintenance, repairs and replacements, except as otherwise provided for in Section 8.2, shall be without reimbursement by School.

(c) Further, if at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises, which do not result from

the use of the Premises for a school, Landlord shall bear the cost of making the renovations and Improvements without reimbursement from School.

(d) If, within seven (7) days after written notice by School to Landlord (or such shorter time as may be required in an emergency or pursuant to the Requirements of Law), Landlord fails to provide any of the maintenance, repairs or replacements required of Landlord, and/or fails to complete the same with reasonable diligence, then School may, at its option, provide such maintenance, repairs or replacements and the reasonable costs thereof may be deducted from succeeding Base Rent payable hereunder, provided that School provides documentation to Landlord before such deduction of the maintenance, repair or replacement provided and the cost thereof.

#### Section 8.2. Repairs and Maintenance by School.

(a) Subject to the obligations of Landlord set forth in Section 8.1, School shall be responsible for maintaining the interior of the Building and the parking area and landscaping of the Premises in good condition, including repairs and replacements, reasonable wear and tear, and loss due to casualty and eminent domain excepted, including paying for regular janitorial, weed and pest control, and HVAC service, repair of routine plumbing problems (including stopped up toilets or sinks), replacement of light bulbs and broken windows. School shall also be liable for the costs of repairing or replacing any damage to the Premises caused by the tortious conduct of School or any of its employees or other agents, including volunteers, or students, subject to the waiver of subrogation provided for herein. School will also be responsible for any damage caused by roof leaks as a result of any penetrations of the roof by School or any of its agents or contractors.

(b) Further, if at any time during the Lease Term, the Requirements of Law shall mandate that certain renovations or Improvements be made to the Premises, which result from the use of the Premises for a school, School shall bear the cost of making the renovations and Improvements without reimbursement from Landlord.

#### Section 8.3. Liens and Encumbrances.

(a) School shall keep the Premises free and clear of all mechanics' liens and other liens or encumbrances on account of work done for School or Persons claiming under it. If any such lien shall at any time be filed against the Premises, School shall cause the same to be discharged within 60 days after the recording thereof either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. If School shall fail to cause the same to be discharged within said 60-day period, then, in addition to any other right or remedy of Landlord resulting from School's said default, Landlord may, but shall not be obligated to, following seven (7) days written notice to School, discharge the same either by paying the amount claimed to be due, procuring the discharge of such lien by giving security, or in such other manner as is, or may be, prescribed by law. School shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section

8.3(a), including all costs, expenses and attorneys' fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics' lien or other lien law.

(b) Should any claim of lien be filed against the Premises or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof.

(c) Landlord shall have the right to post and keep posted upon the Premises notices of non-responsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. School shall, before the commencement of any work which might result in any such lien, give Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

Section 8.4. Right of Access. Landlord, its agents, servants and employees shall have the right to enter the Premises: (a) during school hours, upon reasonable prior notice to School, and in the presence of School's personnel for the purpose of inspecting the same to ascertain whether School is performing the covenants of this Lease; and (b) after school hours, including in the event of an emergency, for the purpose of undertaking required maintenance, repairs, alterations or additions. Landlord agrees to cause as little inconvenience as reasonably possible to School, its employees, students and invitees in connection therewith.

## **ARTICLE IX ALTERATIONS BY SCHOOL; SIGNAGE**

Section 9.1. Alterations by School. Subject to the limitations of the Anti-Donation Clause, School shall have the right to make structural and non-structural changes and Improvements to the then existing Premises, as School shall desire ("**Alterations by School**"). Provided however, any Alterations by School that affect mechanical, plumbing, electrical, or other Building systems, are structural, or impact the square footage of the then existing Premises shall be subject to Landlord's prior approval, in its reasonable discretion. All Alterations by School shall be completed in a good and workmanlike manner and in material compliance with all Requirements of Law, at School's sole expense.

Section 9.2. Signage. School shall have the right, at its expense, to install signage within the Premises that complies with all Requirements of Law, and that has been approved by Landlord, in its reasonable discretion.

## **ARTICLE X UTILITIES**

School, at School's sole cost, shall before delinquency pay all deposits and bills for utilities delivered to the Premises, and which are separately metered and billed during the Lease Term (including gas, electric, water, sewer, telephone, data, internet, TV and trash removal). Utilities that are not separately metered and billed to the Premises, and which service the Premises shall be billed to School. Landlord shall be responsible for all curative expenses with respect to the quality, quantity or interruption of such services, if said problems are related to the negligent or intentional acts or omissions of Landlord, its employees, agents, contractors and representatives, or in the event the provision of the utility services does not meet the Requirements of Law and the cause is the distribution system within the Premises.

## **ARTICLE XI TAXES**

Section 11.1. Real Property Taxes. Landlord shall pay all real property taxes assessed against the Premises, including any Improvements constructed thereon.

Section 11.2. School's Taxes. School shall pay, prior to delinquency, all taxes, assessments, license fees and public charges or levies, assessed or imposed upon School's business operations, trade fixtures, leasehold improvements, equipment, merchandise and other personal property in or on the Premises.

## **ARTICLE XII INSURANCE**

Section 12.1. Landlord's Insurance. Landlord agrees that on or before the Term Commencement Date, Landlord will obtain and maintain during the Lease Term the following coverages:

(a) Commercial property insurance covering the Building(s), fixtures, equipment, tenant improvements and betterments. The amount of coverage shall equal the full estimated replacement cost of the property insured. The commercial property insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) [ISO broad causes of loss form (CP 10 20)].

(b) Equipment breakdown insurance covering the Building(s), fixtures, equipment, Tenant Improvements and betterments, from loss or damage caused by the explosion of steam boilers or pipes.

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

(d) Any coinsurance requirement in the policy(ies) shall be eliminated through the attachment of an agreed value endorsement, the activation of an agreed value option, or as is otherwise appropriate under the particular policy form.

(collectively “**Landlord’s Insurance**”)

Section 12.2. School’s Insurance. Prior to the earlier of the Term Commencement Date or School taking possession of the Premises, and until the expiration of the Lease Term, or earlier termination of this Lease, School shall, at its own expense, obtain and maintain insurance coverage pursuant to Section 6.20.2.20 NMAC. The initial coverages are reflected on Addendum “Six”. Any liability insurance policy maintained by School shall, if possible, name Landlord as an “additional insured.”

Section 12.3. Policies. All insurance provided for under this Lease shall be effected under valid enforceable policies issued by insurers of recognized responsibility and licensed to do business in the State of New Mexico. Certificates of such insurance shall be delivered to the other party, and upon written request, the original or certified copies of policies shall be provided to the other party. At least 10 days prior to the expiration date of any policy, the certificate of renewal for such insurance shall be delivered to the other party.

Section 12.4. Waiver of Subrogation. Landlord and School hereby waive any recovery of damages against each other (including their employees, officers, directors, agents or representatives) for loss or damage to the Building(s), Premises, Improvements, betterments, fixtures, equipment, and any other personal property to the extent covered by the commercial property insurance or equipment breakdown insurance required above. Further, Landlord and School waive all rights against each other and their agents, officers, directors and employees for recovery of damages to the extent the damages are covered by the workers compensation and employers liability insurance obtained by Landlord or School and related to this Lease. Landlord and School shall obtain endorsements to their policies to effect the waiver of subrogation provided for in this Section.

Section 12.5. Notice. As to Landlord, and Tenant, if and to the extent permitted by NMPSIA, all insurance required to be carried by the parties shall be endorsed to contain provisions to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Landlord, School and any holder of a First Mortgage at least 30 days in advance of such cancellation or modification.



**ARTICLE XIII**  
**DAMAGE AND DESTRUCTION; CONDEMNATION; LOSS OF TITLE**

Section 13.1. If (a) the Premises (or any portion thereof) is destroyed or damaged by fire or other insured casualty, (b) title to, or the temporary or permanent use of, the Premises (or any portion thereof) or the interest of School or Landlord in the Premises (or any portion thereof), is taken under the exercise of the power or threat of eminent domain by any governmental body or by any Person acting under governmental authority, (c) a breach of warranty or any material defect with respect to the Premises (or any portion thereof) becomes apparent or (d) title to or the use of the Premises (or any portion thereof) is lost by reason of a defect in the title thereto, then, the Net Proceeds of any insurance, performance bond or condemnation award or the Net Proceeds received as a consequence of any default or breach of warranty under any contract relating to the Premises shall be deposited into a special trust fund held by Landlord and School, as their interests may appear. Base Rent shall abate during such period of time as to the Premises or any portions thereof that do not meet the Statewide Adequacy Standards, and as to any other portions of the Premises, as is reasonable.

If the Premises, or substantial portions thereof are destroyed or substantially damaged so as to substantially impair School's uses for educational purposes, and the destruction or damage to the Premises cannot be substantially restored within 90 days from the time of such damage or destruction, then School or Landlord shall have the right to terminate this Lease.

Section 13.2. Subject to Section 13.1, if the costs of the repair, restoration, modification, improvement or replacement of the Premises following an event described in Section 13.1 are equal to or less than the Net Proceeds available, such Net Proceeds shall be used promptly to repair, restore, modify, improve or replace the Premises (or portion thereof) and any excess shall be delivered to Landlord or School, as applicable.

Section 13.3. If the costs of the repair, restoration, modification or replacement of the Premises following an event described in Section 13.1 are more than the amount of Net Proceeds available, then:

(a) School may elect either:

(1) to direct Landlord to use the Net Proceeds promptly to repair, restore, modify or improve or replace the Premises (or portion thereof) with materials of a value equal to or in excess of the value of the Premises (or applicable portion thereof), and pay (subject to Article VI) the costs thereof in excess of the amount of the Net Proceeds, or

(2) to terminate this Lease.

(b) If, by June 30 of the Fiscal Year in which the event described in Section 13.1 occurred (or June 30 of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve or replace the Premises becomes apparent), School has not appropriated amounts sufficient to proceed under Section 13.3(a)(1), an Event of Nonappropriation shall be deemed to have occurred.

#### **ARTICLE XIV ASSIGNMENT; SUBLETTING**

Section 14.1. Transfer of School's Interest in Lease and Premises. School may assign, transfer or convey School's interest in this Lease and the Premises without Landlord's consent, to any governmental entity, to any foundation or not-for-profit corporation created for the purpose of supporting School, to any corporation or limited liability company which controls, is controlled by or is under common control with School, or to any corporation or limited liability company resulting from a merger or consolidation with School, or to any Person which acquires all of the assets of School's business as a going concern, provided that: (a) the assignee assumes in full the obligations of School under this Lease, (b) School remains fully liable under this Lease, and (c) the use of the Premises remains unchanged. All other assignments, transfers and conveyances by School shall be permissible only with the prior written consent of Landlord (which consent shall not be unreasonably withheld or delayed). Nothing in this Section shall be deemed to prohibit, limit or restrict the School's power to enter into joint powers agreements as provided for in Sections 11-1-1, et seq. NMSA 1978, as amended, for shared use of the Premises.

Section 14.2. Subleasing by School. School may sublease or grant a right to use all or any portion of the Premises for the Permitted Use, without Landlord's consent; provided further that School remains fully liable under this Lease, and School shall maintain its direct relationship with Landlord, notwithstanding any such sublease, grant or use.

Section 14.3. Non-waiver. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignments and sublettings. Any attempted or purported assignment or sublease without Landlord's consent shall constitute an Event of Default.

Section 14.4. No Release. No assignment or subletting, whether with or without Landlord's consent shall relieve School from its covenants and obligations under this Lease.

Section 14.5. By Landlord. In the event of the transfer and assignment by Landlord of its entire interest in the Premises and this Lease to a Person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and School agrees to look solely to such successor in interest of Landlord for performance of such obligations. Any Security Deposit given by School to secure performance of School's obligations

hereunder may be assigned and transferred by Landlord to such successor in interest and Landlord shall thereby be discharged of any further obligation relating thereto.

## **ARTICLE XV HAZARDOUS MATERIALS**

Section 15.1. Landlord Warranties and Representations. Landlord warrants that, to the best of Landlord's knowledge, as of the Effective Date and the Term Commencement Date, there are no hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other substances (the word "substance" includes liquids, solids and gases) potentially dangerous to human health or the environment or which may require remedy at the behest of any governmental authority located on, in or under the Premises, and Landlord has received no notice and has no independent knowledge of the possible or actual disposal or use of any such substances on, in or under the Premises or any violation or claimed violation of the laws, rules and regulations relating to hazardous waste substances, toxic waste substances, radioactive waste substances, regulated substances, asbestos, PCBs or other similar substances; to the extent any of the above-mentioned substances are removed from or remediated at the Premises by the Landlord, Landlord will also provide verification of such removal or remediation. Landlord warrants that, to the best of Landlord's knowledge, as of the Effective Date, the Premises do not contain any underground treatment or storage tanks or gas or oil wells. Landlord shall indemnify and hold School harmless from, and defend School against any and all loss, cost or liability (including court costs, attorney's fees, consultant's fees, clean-up costs, fines, penalties, damages and amounts paid in settlement, and all direct, indirect, incidental or consequential losses incurred) arising out of any event or condition constituting a breach or inaccuracy of the representations and warranties set forth in this Section, or any liability, penalty, cleanup or remediation costs, etc., arising from the use or the condition of the Premises, prior to the Term Commencement Date.

Section 15.2. Compliance with Hazardous Materials Laws. School and Landlord mutually agree that each shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("**Hazardous Materials Laws**") relating to industrial hygiene, environmental protection of the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, PCBs, asbestos, formaldehyde, radioactive materials or waste, or other hazardous toxins, contaminated or polluting materials, substances or waste, including any "hazardous substances", "hazardous materials", "toxic substances" or "regulated substance" under any such laws, ordinations or regulations (collectively, "**Hazardous Materials**").

Section 15.3. School Indemnity. Upon the Term Commencement Date and acceptance of the Premises by the School, and thereafter for the Lease Term, School shall be responsible to pay or otherwise satisfy any claim, written notice or demand, penalty, fine, settlement, loss, damage, cost, expense or liability made against Landlord or School directly or indirectly arising out of or attributable to the violation by School of any Hazardous Materials Law, orders, written notice or

demand of governmental authorities, or the use, generation, manufacture, storage, release, threatened release, discharge, disposal, production, abatement or presence of Hazardous Materials on, under or about the Premises including the costs of any required or necessary investigation, repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, abatement, containment, remedial or other required plan, and School shall, subject to the limitations and waivers provided for in the Tort Claims Act and other Requirements of Law, indemnify Landlord and hold Landlord harmless from any such claim, demand, penalty, fine, settlement, loss, damage, cost, expense or liability.

Section 15.4. Remedial Action Required. Without the other party's prior written consent, which shall not be unreasonably withheld or delayed, a party shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, 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 said party's interest in the Premises; provided, however, that prior consent shall not be necessary in the event that: (a)(1) the presence of Hazardous Materials on, under, or about the Premises either poses an immediate threat or is of such a nature that an immediate remedial response is necessary, or (2) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (3) such action is required by government order; and (b) 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.

Section 15.5. Survival of Landlord's and School's Indemnities, Obligations and Liabilities. School's and Landlord's indemnities, obligations and other liabilities under this Article XV shall survive the expiration or other termination of this Lease.

## ARTICLE XVI DEFAULTS AND REMEDIES

### Section 16.1. Events of Default by School Defined.

(a) Any of the following shall constitute an "**Event of Default**" under this Lease:

(1) failure by School to pay any Base Rent within 10 days after its receipt of written notice from Landlord following the applicable due date;

(2) failure by School to make any other payment due from School to Landlord pursuant to this Lease within 30 days after its receipt of written notice (unless a shorter period is specifically provided for in this Lease) after the applicable due date;

(3) failure by School to vacate the Premises, subject to the provisions of with Section 3.4;

(4) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of School in all or any portion of this Lease or the Premises in violation of Sections 14.1 and 14.2 or any succession to all or any portion of the interest of School in the Premises in violation of Sections 14.1 and 14.2;

(5) failure by School to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (a) (1), (2), (3) or (4) of this Section 16.1, for a period of 30 days after written notice given to School by Landlord, and which specifies such failure and requesting that it be remedied; provided, however, that if the failure stated in the notice cannot reasonably be corrected within said 30-day period and corrective action shall be instituted within said 30-day period and diligently pursued until the default is corrected, no Event of Default shall occur;

(6) School shall (A) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, (B) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) have an order for relief entered against it under applicable federal bankruptcy law, or (E) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or file any answer admitting the material allegations of a petition filed against School in any bankruptcy, reorganization or insolvency proceeding; or

(7) an order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of School or of all or a substantial part of the assets of School, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

(b) The provisions of subsection (a) of this Section 16.1 are subject to the following limitations:

(1) School shall be obligated to pay Base Rent only during the Lease Term, except as otherwise expressly provided in Section 3.4 or Article XIX; and

(2) if, by reason of Force Majeure, School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than its obligation to pay Base Rent and all other sums due from School to Landlord pursuant to this Lease, School shall not be deemed in default during the continuance of such inability; provided, however, that School shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing School from

carrying out such agreement, except that the settlement of strikes, lockouts and other disturbances shall be entirely within the discretion of School.

Section 16.2. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, Landlord may take one or any combination of the following remedial steps:

- (a) terminate the Lease Term and give notice to School to vacate the Premises, in the manner provided in Section 3.4;
- (b) lease School's interest in all or any portion of the Premises; and/or
- (c) recover from School:
  - (1) the portion of Base Rent payable pursuant to Section 3.4; and
  - (2) the portion of Base Rent for the then current Fiscal Year that has been reimbursed to the School by PSCOC, regardless of when School vacates the Premises;
- (d) enforce any provision of this Lease by equitable remedy, including enforcement of the restrictions on assignment, subletting, encumbrance, conveyance, transfer or succession under Article XIV by specific performance, writ of mandamus or other injunctive relief; and
- (e) take whatever action at law or in equity may appear necessary or desirable to enforce its rights in and to the Premises under this Lease, subject, however, to the limitations on the obligations of School set forth in Section 6.1.

Section 16.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to Landlord is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Landlord to exercise any remedy reserved in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 16.4. Notice to Sublessee. Landlord shall provide written notice to the sublessee of a valid sublease under Article XIV of an Event of Default by School within five (5) days after the occurrence.

Section 16.5. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within a reasonable period of time, not to exceed 30 days after

receipt of written notice from School specifying such default, or if such default cannot reasonably be cured within 30 days, if Landlord fails to commence to cure within said 30-day period and diligently pursue the cure to conclusion, then Landlord shall be liable to School for any damages sustained by School as a result of Landlord's breach. If, after notice to Landlord of default, Landlord (or any holder of a First Mortgage) fails to cure the default as provided herein, then School shall have the right to cure said default at Landlord's expense, and to either terminate this Lease or to withhold, reduce or offset any such reasonable amount against any payments of Base Rent or any other charges due and payable under this Lease. No remedy herein conferred upon School is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

## **ARTICLE XVII SUBORDINATION; ESTOPPEL**

Section 17.1. Subordination. This Lease and the rights of School hereunder are expressly subordinate and subject to any First Mortgage now or hereafter encumbering the Premises, including the Land, Building(s) and other Improvements included therein, or of which the Premises are a part, or any portions thereof, subject only to School's receipt of a written non-disturbance agreement (subject to School not being in default hereunder beyond applicable grace and cure periods) for the benefit of School, in a form reasonably acceptable to School. School shall execute and deliver to Landlord such documents (in a form reasonably acceptable to School) and take such further action as Landlord in its reasonable discretion deems necessary or advisable to confirm, effect, or maintain such subordination and non-disturbance within 15 Business Days after written request of Landlord or such First Mortgage holder.

Section 17.2. Estoppel. School agrees that it will from time to time within 15 Business Days after written request by Landlord execute and deliver to Landlord a written statement addressed to Landlord (or to a party designated by Landlord), which statement shall identify School and this Lease, shall certify that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm the Term Commencement Date, the Rent Commencement Date, the Lease Term, the amount of Base Rent, and other sums due by School hereunder and the amount of the Security Deposit, if any, and any payments of Base Rent more than one (1) month in advance of their due dates, or other deposits in the possession of Landlord, shall confirm to the best of its knowledge that Landlord is not in default as to any obligations of Landlord under this Lease (or if Landlord is in default specifying any default), and shall contain such other information or confirmations as Landlord may reasonably request.

**ARTICLE XVIII  
INDEMNITY**

Section 18.1. Indemnification by School. Within the limits and subject to the provisions of the Tort Claims Act, School shall protect, defend, indemnify, and save harmless Landlord from all claims, actions, demands, liability and expense of loss of life, damage, or injury to persons or property, proximately caused by School or any of its employees or other agents, including volunteers, acting within the scope of their duties pursuant to this Lease, except to the extent caused by the negligent or intentional acts or omissions of Landlord or any of its employees or other agents. Nothing hereby shall be construed to waive or in any way abrogate immunities of the School preserved by the Tort Claims Act.

Section 18.2. Indemnification by Landlord. Landlord shall protect, defend, indemnify, and save harmless School and its employees and other agents, including volunteers, acting within the scope of their duties from all claims, actions, demands, liability, and expense of loss of life, damage, or injury to persons or property, arising out of the negligent or intentional acts or omissions of Landlord or any of its employees or other agents, except to the extent caused by the negligent or intentional acts or omissions of School or any of its employees or other agents.

Section 18.3. Survival of Indemnities. The indemnities contained in this Lease shall specifically survive the expiration of the Lease Term or earlier termination of this Lease.

Section 18.4. Limitations on Indemnities. No indemnities contained herein shall extend to those matters for which indemnification is prohibited pursuant to Section 56-7-1 NMSA 1978, as amended.

**ARTICLE XIX  
SURRENDER AND HOLDING OVER**

Upon the expiration or earlier termination of the Lease Term, School shall deliver all keys to the Premises to Landlord and shall surrender the Premises to Landlord broom clean and in as good order and condition as existed on the Term Commencement Date, except for ordinary wear and tear and damage by fire or other casualty, and loss due to condemnation or threat of condemnation. In the event School continues to occupy the Premises after the expiration of the Lease Term, such occupancy shall be considered a tenancy from month-to-month at a rent equal to the Base Rent due for the last full calendar month of the Lease Term, and such tenancy shall be upon and subject to all of the other terms, provisions, covenants and agreements set forth herein, including Section 3.4. Upon the expiration or termination of this Lease, School shall remove, at its expense, any trade fixtures and personal property of School in the Premises, and those Improvements and Alterations by School which were paid for by School and which would violate the Anti-Donation Clause if they were to remain; but any damage to the Premises caused by such removal shall be repaired by School at the time of the removal. Alternatively, Landlord shall reimburse School for the fair market value



of the Improvements or Alterations by School which violate the Anti-Donation Clause and which are to remain as determined by the New Mexico Taxation and Revenue Department. All other Improvements to the Premises made by School shall become the property of Landlord.

## **ARTICLE XX GENERAL PROVISIONS**

Section 20.1. Notices; Demands; Calculation of Days. Any notice, demand or other communication required or permitted by law or any provision of this Lease to be given or served on either party shall be in writing, addressed to the address set forth in Paragraphs B and D of the SLP, and (a) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (b) delivered by an overnight private mail/courier service which provides delivery confirmation. All notices shall be deemed to be received the earlier of: (1) three (3) Business Days after being deposited in the United States mail with proper postage, (2) upon delivery by overnight courier, or (3) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be actual receipt of the notice as of the date of such rejection, refusal or inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other. All references to “day(s)” shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

Section 20.2. Binding Effect. This Lease shall inure to the benefit of and bind the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

Section 20.3. Severability. If any term or provision of this Lease or the application thereof to any Person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

Section 20.4. No Waiver. A waiver by Landlord or School of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by said party of the same or any other provision.

Section 20.5. Time of Essence. Time is of the essence with regard to every provision of this Lease.

Section 20.6. No Third Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any party hereto to, any Person other than the parties hereto.

Section 20.7. No Principal-Agent Relationship. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and School.

Section 20.8. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 20.9. Brokers. Landlord represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, except for Broker, and Landlord agrees to hold School harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors, brokers or agents claiming by, through or on behalf of Landlord with respect to this Lease and/or the negotiation hereof. School represents and warrants that it has not had any dealings with any realtors, brokers or agents in connection with the negotiation of this Lease, and School agrees to hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers or agents claiming by, through or on behalf of School with respect to this Lease and/or the negotiation hereof.

Section 20.10. Counterparts. This Lease may be executed in several counterparts and all so executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties are not signatories to the original or same counterpart. Copies of the signed signature pages of this Lease provided by e-mail will be effective and binding upon the parties as if such signatures were original signatures.

Section 20.11. Attorneys' Fees. If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Lease or seeking the interpretation or enforcement of this Lease, in addition to any and all other relief, the prevailing party or parties in such action or proceeding shall receive and be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

Section 20.12. Interpretation. In construing this Lease, (a) feminine or neuter pronouns shall be substituted for those masculine in form and vice versa in any place in which the context so requires, (b) plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, and (c) the words "include" and "including" are not limiting. In this Lease, all Articles are designated by roman numerals and all Sections are designated by Arabic numerals; those numerals preceding the decimal correspond to the number of the Article in which the Section is located. The subdivisions of the various Sections are referred to as subsections. Unless otherwise indicated, all references in this Lease to Articles and Sections refer to articles and sections of this Lease. The headings are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions of this Lease. This Lease shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption

or rule of construction causing this Lease or any part of it to be construed against the party causing this Lease to be written. Unless otherwise indicated, all references in this Lease to an “Exhibit” or “Addendum” are to the exhibits and addendums attached to this Lease, each of which is made a part hereof for all purposes.

Section 20.13. Warranty of Authority. Each person signing this Lease on behalf of a party individually represents and warrants to the other party that he has the express authority of such party to sign and deliver this Lease on such party’s behalf. If either party is not obligated to comply with this Agreement because the person signing on behalf of such party does not have the authority to sign and deliver this Agreement on such party’s behalf, then such person shall indemnify the other party for any and all losses and expenses (including reasonable attorneys’ fees) it incurs as result thereof.

IN WITNESS WHEREOF, each party, or its authorized agent, has signed this Lease effective the date the last of the parties executes this Lease.

**SIGNATURE PAGE ONE TO  
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY  
CHARTER SCHOOL LEASE  
(PRIVATE FACILITIES)**

**LANDLORD:**

**FAMILIES AND YOUTH INCORPORATED,**  
a New Mexico nonprofit corporation

By: 


Name: -----"B=r=i=a=n K=a=-v...a=n=a=u::c:g=h'-----

Title: CEO

Date: 5.2.19

SIGNATURE PAGE TWO TO  
NEW MEXICO PUBLIC SCHOOL FACILITIES AUTHORITY  
CHARTER SCHOOL LEASE  
(PRIVATE FACILITIES)

RAICES DEL SABER XINACHTLI  
COMMUNITY SCHOOL, a public charter school

By:   
Name: Emma J. Armendariz  
Title: Governance Board Chair  
Date: 4/29/19

**EXHIBIT “B”**

**FORM OF INDEMNIFICATION AGREEMENT**

***CONSTRUCTION COSTS INDEMNIFICATION AGREEMENT***

This INDEMNIFICATION AGREEMENT is made as of **April 29, 2019** (the “**Effective Date**”), by and between **NACA-INSPIRED SCHOOLS NETWORK**, a New Mexico nonprofit corporation whose address is 1000 Indian School Road NW, Albuquerque, New Mexico 87104 (“**Indemnitor**”), and **FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation whose address is 1320 S. Solano, Las Cruces, New Mexico 88001 (“**Landlord**”), based on the following facts:

A. Indemnitor is sponsoring and financially supporting the formation and startup of a charter school to be operated by a new entity named **RAÍCES DEL SABER XINACHTLI COMMUNITY SCHOOL** (“**Tenant**”).

B. Tenant wants to operate its school on the real estate owned by Landlord in Doña Ana County, New Mexico, having an address of 2211 North Valley Drive, Las Cruces, New Mexico 88007 (the “**Premises**”), which includes an existing building containing approximately 5,109 square feet of floor space and other existing improvements, pursuant to a proposed lease (as further defined below, the “**Lease**”) to be dated on or about the Effective Date.

C. Tenant has requested that Landlord make certain alterations to the Premises (“**Landlord’s Work**”). Landlord anticipates that it will cost over \$225,000 to perform Landlord’s Work. Tenant has agreed to pay approximately \$47,000 of those costs.

D. Tenant has not obtained all the necessary approvals and funding to operate a school on the Premises during the next school year. Therefore, Tenant wants the Lease to include a provision that gives Tenant the right to delay or terminate the Lease if it does not obtain the necessary approvals and funding to operate a school on the Premises. If Tenant will have that right, then Landlord is not willing to commence construction of Landlord’s Work until Tenant obtains the necessary approvals and funding to operate a school on the Premises. But, if Landlord does not commence Landlord’s Work as soon as it can, it will not be able to complete Landlord’s Work before the beginning of the next school year. In order to induce Landlord to enter into the Lease with the delay or termination provision desired by Tenant and to commence Landlord’s Work as soon as it can, Indemnitor has offered to reimburse Landlord for part of the costs it incurs in performing Landlord’s Work pursuant to the terms of this Agreement in the event that Tenant delays or terminates the Lease for any reason other than Landlord’s default.

NOW, THEREFORE, the parties agree as follows:

**1. Execution of Lease.** Landlord shall enter into the Lease on or about the Effective Date.

**2. Reimbursement of Part of Costs of Landlord's Work.**

(a) If Tenant exercises any right it has to postpone the Outside Term Commencement Date (unless otherwise defined in this Agreement, each capitalized term used in this Agreement shall have the meaning given to such term in the Lease) pursuant to Section 3.5 (Delayed Opening) of the Lease or Addendum "Three" (Tenant Improvements by Landlord) of the Lease or Tenant exercises any right it has to terminate the Lease for any reason other than pursuant to Section 16.5 (Landlord's Default) of the Lease, then Indemnitor shall reimburse Landlord on written demand for all costs that Landlord has incurred in performing Landlord's Work as of the date that Tenant's notice of its exercise of that right is deemed to have been received by Landlord pursuant to Section 20.1 (Notices; Demands; Calculation of Days) of the Lease, up to a total amount of \$150,040.33 less the amount of those costs that Tenant has already paid pursuant to the Lease as of that date.

(b) If either Landlord or Tenant exercises any right it has to postpone the Outside Term Commencement Date and Tenant subsequently terminates the Lease prior to the Term Commencement Date for any reason other than pursuant to Section 16.5 (Landlord's Default) of the Lease, then Indemnitor shall reimburse Landlord on written demand for all costs that Landlord has incurred in performing Landlord's Work as of the date that Tenant's notice of termination of the Lease is deemed to have been received by Landlord pursuant to Section 20.1 (Notices; Demands; Calculation of Days) of the Lease, up to a total amount of \$150,040.33 less the amount of those costs that Indemnitor or Tenant has already paid pursuant to this Agreement or the Lease as of that date.

(c) If either Landlord or Tenant exercises any right it has to postpone the Outside Term Commencement Date and Tenant does not subsequently terminate the Lease prior to the Term Commencement Date for any reason other than pursuant to Section 16.5 (Landlord's Default) of the Lease, then Landlord shall refund to Indemnitor on the Term Commencement Date an amount equal to 90% of all payments made by Indemnitor to Landlord pursuant to subsection (a) of this Section.

**3. Interest on Late Payments.** If either party fails to pay any money it owes the other party pursuant to this Agreement within 10 days after the other party's written demand therefor, then the unpaid balance of such money shall bear interest beginning 11 days after the other party's written demand therefor and continuing until the date it is paid, both before and after entry of judgment, at the rate of 12% per annum.

**4. Nature of Indemnification.** Indemnitor's liability is not conditioned or contingent on the Lease's enforceability or validity. This Agreement applies to the construction costs referenced herein only. It does not obligate Indemnitor to perform any obligation of Tenant under the Lease or otherwise.

**5. Entire Agreement; Amendment.** This Agreement contains all (and supersedes all prior) agreements between the parties on the matters this Agreement covers. In entering into this Agreement, Indemnitor does not rely on any representation, promise or other assurance by Landlord. Nothing Landlord said or did, except entering into the Lease, in any way induced Indemnitor to enter into this Agreement. Nothing in this Agreement may be amended, terminated or waived without the parties' mutual written consent.

**6. Notices; Demands; Calculation of Days.** Any notice, demand or other communication required or permitted by law or any provision of this Agreement to be given or served on either party shall (a) be in writing, (b) either be (1) deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or (2) delivered by an overnight private mail/courier service which provides delivery confirmation, and (c) be addressed as follows:

Landlord: Families and Youth Incorporated (FYI)  
Attn: Brian Kavanaugh, CEO  
1320 S. Solano  
Las Cruces, New Mexico 88001

Indemnitor: NACA Inspired Schools Network  
Attn: Daniel Ulibarri  
1000 Indian School Road NW  
Albuquerque, New Mexico 87104

All notices shall be deemed to be received the earlier of: (1) three (3) Business Days after being deposited in the United States mail with proper postage, (2) upon delivery by overnight courier, or (3) upon actual receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given, shall be deemed to be actual receipt of the notice as of the date of such rejection, refusal or inability to deliver. Either party may designate additional addresses for the receipt of notices or demands at any time by written notice to the other. All references to "day(s)" shall be calendar days, provided however, if the last day for performance is a non-Business Day, the time for performance shall be extended to the next Business Day.

**7. Attorneys' Fees.** If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Agreement or seeking the interpretation or enforcement of this Agreement, in addition to any and all other relief, the prevailing party or parties in such action or proceeding shall receive and be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

**8. Governing Law.** This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New Mexico without reference to choice of laws



principles. Exclusive venue for any litigation arising out of this Agreement shall be the courts sitting in Doña Ana County, New Mexico.

**9. Interpretation.** In construing this Agreement, (a) feminine or neuter pronouns shall be substituted for those masculine in form and vice versa in any place in which the context so requires, (b) plural terms shall be substituted for singular and singular for plural in any place in which the context so requires, and (c) the words “include” and “including” are not limiting. The captions and headings in this Agreement are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provision of this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction causing this Agreement or any part of it to be construed against the party causing this Agreement to be written.

**10. Counterparts.** This Agreement may be signed in several counterparts and all so signed counterparts shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or same counterpart. The signature hereon of an authorized agent of each party may be transmitted by email, facsimile or other electronic means of reproduction and such transmittal shall be deemed to be an original signature hereon and the effective signing and delivery of this Agreement for all purposes.

**11. Warranty of Authority.** Each party represents and warrants to the other party that it is authorized to enter into this Agreement, that the person signing on its behalf is duly authorized to sign this Agreement, and that no other signature is necessary. Each person signing this Agreement on behalf of a party individually represents and warrants to the other party that he or she has the express authority of such party to sign and deliver this Agreement on such party’s behalf. If either party is not obligated to comply with this Agreement because the person signing on its behalf does not have the authority to sign and deliver this Agreement on its behalf, then such person shall indemnify the other party for any and all losses and expenses (including reasonable attorneys’ fees) it incurs as result thereof.

IN WITNESS WHEREOF, an authorized agent of each of the parties has signed this Agreement as of the Effective Date.

**NACA-INSPIRED SCHOOLS NETWORK**, a New Mexico nonprofit corporation

**FAMILIES AND YOUTH INCORPORATED**, a New Mexico nonprofit corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# RAÍCES DEL SABER

*Xinatchtli Community School*

## *Facilities Master Plan* **2022-2027**

**Final** June 2022



Architectural Research Consultants, Incorporated

✉ Albuquerque, New Mexico

☎ 505-842-1254

🌐 <https://arcplanning.com>

---

# Acknowledgments

## Raíces del Saber Governance Board

Holaya Ponce Acosta - *Chair*

Daniel Ferraro - *Vice Chair*

Dr. Sabrina Zamora - *Interim Secretary*

Ray Reich - *Treasurer/Co-Founder*

Dr. Maria Luisa Gonzalez - *Member-at-large*

Dr. Patsy Lopez - *Member-at-large*

## PSFA

John Valdez - *Facilities Master Planner*

Mike Ortiz - *Regional Manager*

## Planning Consultant

Architectural Research Consultants, Incorporated  
*Albuquerque, NM*

---

# Table of Contents

<b>Introduction .....</b>	<b>v</b>
<b>1 Facility Goals / Process .....</b>	<b>1-1</b>
1.1 Goals.....	1-1
1.2 Public Process .....	1-1
1.3 Issues and Findings .....	1-2
1.4 Abbreviations and Definitions.....	1-3
<b>2 Existing and Projected Conditions.....</b>	<b>2-1</b>
2.1 Programs .....	2-1
2.2 Site / Facilities .....	2-3
2.3 District Population / Economic Analysis .....	2-7
2.4 Enrollment Trends.....	2-10
2.5 Utilization and Capacity.....	2-14
<b>3 Capital Improvement Plan .....</b>	<b>3-1</b>
3.1 Total Capital Needs .....	3-1
3.2 Prioritization Process and Budgeting .....	3-2
3.3 Capital Plan.....	3-2
<b>4 Support Material .....</b>	<b>4-1</b>
<b>5 Appendix.....</b>	<b>5-1</b>

---

## List of Exhibits

Exhibit 1: Facilities Master Planning Process.....	1-2
Exhibit 2: Raíces Student Locations, 2021-2022 .....	2-2
Exhibit 3: ARC Scores of Raíces Facilities.....	2-4
Exhibit 4: Raíces Facilities Data and Inventory.....	2-5
Exhibit 5: Raíces School Location.....	2-6
Exhibit 6: Raíces School Site.....	2-6
Exhibit 7: Historic and Projected Population in Doña Ana County, 2015-2040.....	2-7
Exhibit 8: Building Permits in Las Cruces .....	2-8
Exhibit 9: Birth Rates in the US, New Mexico, and Doña Ana County, 1990-2018.....	2-9
Exhibit 10: Births in Doña Ana County, 1990-2018.....	2-9
Exhibit 11: Projected Elementary Enrollment by LCPS Area .....	2-10
Exhibit 12: Projected Middle School Enrollment by LCPS Area.....	2-11
Exhibit 13: Projected High School Enrollment by LCPS Area .....	2-11
Exhibit 14: Las Cruces Population by Race/Ethnicity, 2020 .....	2-12
Exhibit 15: Historic & Projected Population by Age in Doña Ana County, 2015-2040.....	2-13
Exhibit 16: Raíces Capacity and Classroom Need Summary .....	2-16
Exhibit 17: Capital Projects by Category Code.....	3-4
Exhibit 18: Capital Projects by Type 1 Code.....	3-4
Exhibit 19: Capital Projects by Type 2 Code.....	3-5
Exhibit 20: Capital Projects by Priority Code .....	3-5
Exhibit 21: Raíces del Saber Xinachtli Community School Capital Plan, 2022-2027 .....	3-7



# Introduction



*This section discusses the goals for the desired future state of the school's educational programs and facilities.*

This Facilities Master Plan (FMP) for Raíces del Saber Xinachtli Community School (Raíces) will guide the Raíces administration in its capital planning decisions to support the school's educational mission and meet state adequacy standards. The state's Public School Capital Outlay Council (PSCOC) and Public School Facilities Authority (PSFA) require that all New Mexico public school districts and charter schools have a five-year FMP as a prerequisite for receiving state capital outlay assistance. This master plan is in accordance with guidance issued by the PSCOC and PSFA.

The FMP serves as a flexible tool to present issues to the community, the governance council, and school staff for input and revision on a periodic basis. Preparation of this FMP used a systematic process whose purpose is to identify needs and wisely allocate capital resources to bring school facilities up to state adequacy standards and school policies regarding:

- Life/health/safety
- Educational/programmatic needs (additions and renovations to meet various educational standards) and curriculum needs
- Renewal needs (replacement schools, renovation, refurbishment, planning studies, deferred maintenance, and major systems replacement)
- Provision for necessary growth (new schools, additions, renovation, site acquisition and design planning studies)
- Educational technology

The FMP addresses four major questions:

- *Where do we want to be?* – identifies school facility goals
- *Where are we now?* – identifies the adequacy of school facilities and capacity to meet future needs
- *Where are we going?* – analyzes information about enrollment caps, 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

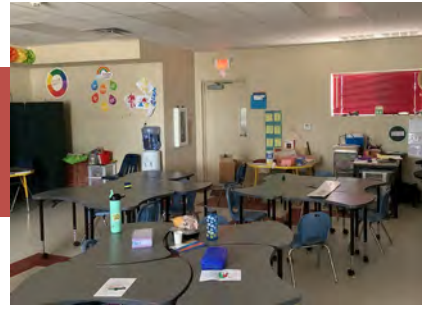
The master plan has four sections and an appendix:

- **Section 1: Goals / Process** – provides information about school goals and the master planning process
- **Section 2: Existing and Projected Conditions** – provides information about school facilities, demographics, enrollment, technology, and capital resources
- **Section 3: Capital Improvement Plan** – provides information about capital needs, school priorities, and capital strategies
- **Section 4: Master Plan Support Material** – provides detailed information about school school and support facilities, growth/enrollment/utilization, facility evaluation, and cost-estimating data
- **Appendix** – includes meeting presentations and the district project plan.

*This page is intentionally blank.*



# 1 Facility Goals / Process



*This section discusses the process for developing the Facilities Master Plan, beginning with school goals for achieving the desired future state of the school's educational programs and facilities.*

## 1.1 Goals

### ► Mission

The mission of Raíces del Saber Xinachtli Community School is to implement a developmentally appropriate, rigorous academic program through an interdisciplinary curriculum that is experiential, participatory, biliterate, child-centered, and culturally responsive.

### ► Desired Future State of Facilities

Raíces was founded in 2019 to create an environment where students and parents are valued as participants in the construction of knowledge and the creation of a learning community that promotes high academic performance, positive identity formation, and the reclaiming of cultural heritage. Raíces is a state-chartered school and not a school in the Las Cruces Public Schools district. The student population stands at 86, enrolled in kindergarten through third grade (K-3).

The school plans to grow to 180 students in the next two years and fully meet the charter cap of 220 students within five years. Raíces will use State of New Mexico standards for public schools as minimum guidelines for additions and “rightsizing” the school for the foreseeable student population.

## 1.2 Public Process

### ► Short- and Long-Term Capital Planning and Decision-Making Process

Raíces conducted a comprehensive assessment of its facilities' condition and ability to meet state and district facility standards and accommodate existing and projected enrollments and programmatic needs. The school's director of operations and community engagement managed the process. Architectural Research Consultants, Incorporated (ARC), of Albuquerque, New Mexico, conducted the facility evaluations and analyses.

Exhibit 1 on the next page illustrates the overall master planning process.

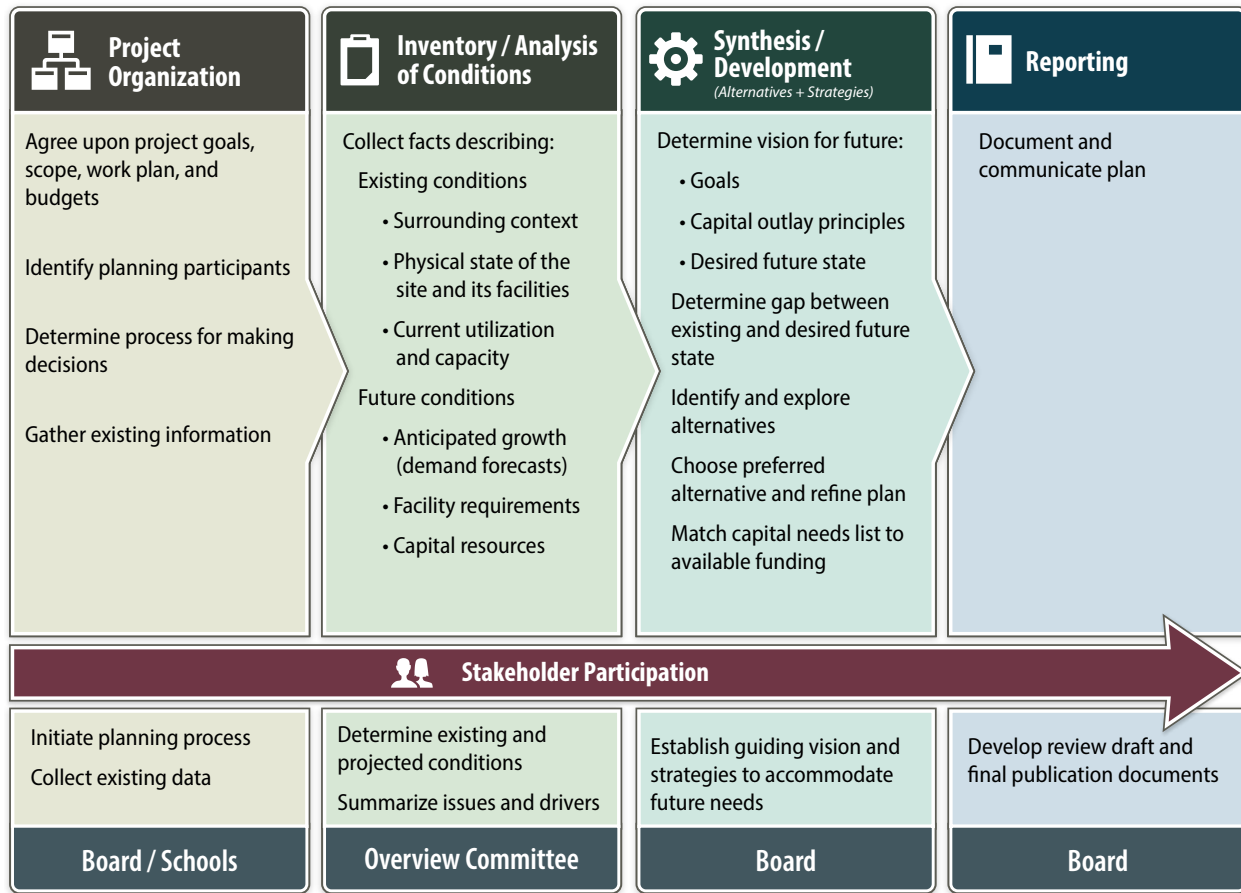
### ► Community Participation

The school held a steering committee meeting to review the facility findings and recommendations and a meeting that was open to the parents and community.

### ► Authority and How Decisions Are Made

Volunteers from the governance council and school staff formed an advisory committee to consider and recommend capital needs. The committee guided the administration and governance council in setting capital improvement priorities. The council and school administration made the final decisions.

Exhibit 1: Facilities Master Planning Process



The Raíces FMP Committee included these participants:

- Julia Rivera-Tapia, Head Administrator
- Lucía Carmona, Director of Operations and Community Engagement
- Elva Varela, Office Manager
- Ray Reich, Governance Council Member

### 1.3 Issues & Findings

- Raíces leases its building from Families and Youth Innovations Plus (FYI), a local nonprofit that promotes a safer and healthier community by focusing on families and children. FYI's mission and the mission of Raíces closely align and

even serve some overlapping populations. FYI appears to be a dedicated landlord that is interested in the success of the school.

- The Main Building, constructed in 2000, is in good condition, but the school has rapidly outgrown the space.
- Several critical school-site components are absent from the campus.
- Many spaces are inadequate.
- The landlord funded the majority (80%) of the renovation of the Main Building for the school, with Native American Community Academy (NACA)-Inspired Schools Network (NISN) funding the remainder.

# 1.4 Abbreviations and Definitions

ARC	Architectural Research Consultants, Incorporated
ADA	Americans with Disabilities Act
CIP	capital improvement project
DD	developmentally delayed or developmental disabilities
ELL	English language learners
E-Rate	The Federal Communications Commission’s universal service program for schools and libraries; provides funding for technology improvements
ES	elementary school
FAD, FADs	PSFA’s facilities assessment database
FMP	facilities master plan
GO Bond	general obligation bond
GSF	gross square feet
HB 33	House Bill 33 (the New Mexico Public School Buildings Act)
HS	high school
HVAC	heating, ventilation, and air conditioning
NMCI	New Mexico Condition Index
NMDOT	New Mexico Department of Transportation
PE	physical education
PED or NMPED	New Mexico Public Education Department
PSCOC	New Mexico Public School Capital Outlay Council
PSFA	New Mexico Public School Facilities Authority
PTR	pupil/teacher ratio
SB 9	Senate Bill 9 (the New Mexico Public School Capital Improvements Act)
SpEd	special education
STEM	science, technology, engineering, and math

- A double portable, provided by the landlord, houses two additional classrooms, and these spaces are maximally utilized. FYI plans to provide three more double portables for the 2022/23 school year, and Raíces will rent these from FYI.
- The school anticipates continued growth but does not plan to grow beyond its charter cap of 220 students.
- Raíces would need to pursue a direct legislative appropriation or launch a capital campaign to fund further projects.

*This page is intentionally blank.*

## 2 Existing and Projected Conditions



*This section provides an overview of the school's current educational programs, facilities configuration, and community involvement.*

### 2.1 Programs

Raíces is chartered through the State of New Mexico and currently serves students in Doña Ana County. As a state charter, the school does not have a district boundary other than the state borders.

The school offers a dual-language (Spanish/English) education focusing on the Mesoamerican philosophy of *xinatçhli*, a Nahuatl word naming the moment a seed germinates. In the 2021/22 school year, Raíces had 86 students in kindergarten through the third grade. The school charter sets the enrollment cap at 220 students.

Admission to Raíces is based on a lottery. To date, the school has never had a waiting list, as it has thus far been able to admit all students who applied.

About two-thirds of the students participate in the free after-school program. Raíces partners with 21<sup>st</sup> Century Academy to provide structured classes for the program, including STEM (science, technology, engineering, and math), Ballet Folklorico, cooking and nutrition, drumming, and homework support. Ninety-seven percent of the students attending Raíces are economically disadvantaged.

The New Mexico Public Education Department (PED) does not have a grade for the school yet, as the state last published grades in 2018, and Raíces received its state charter the following year.

See Exhibit 2 for a student location map.

School staff reported the following deficiencies that impact the space needs for current and future programs:

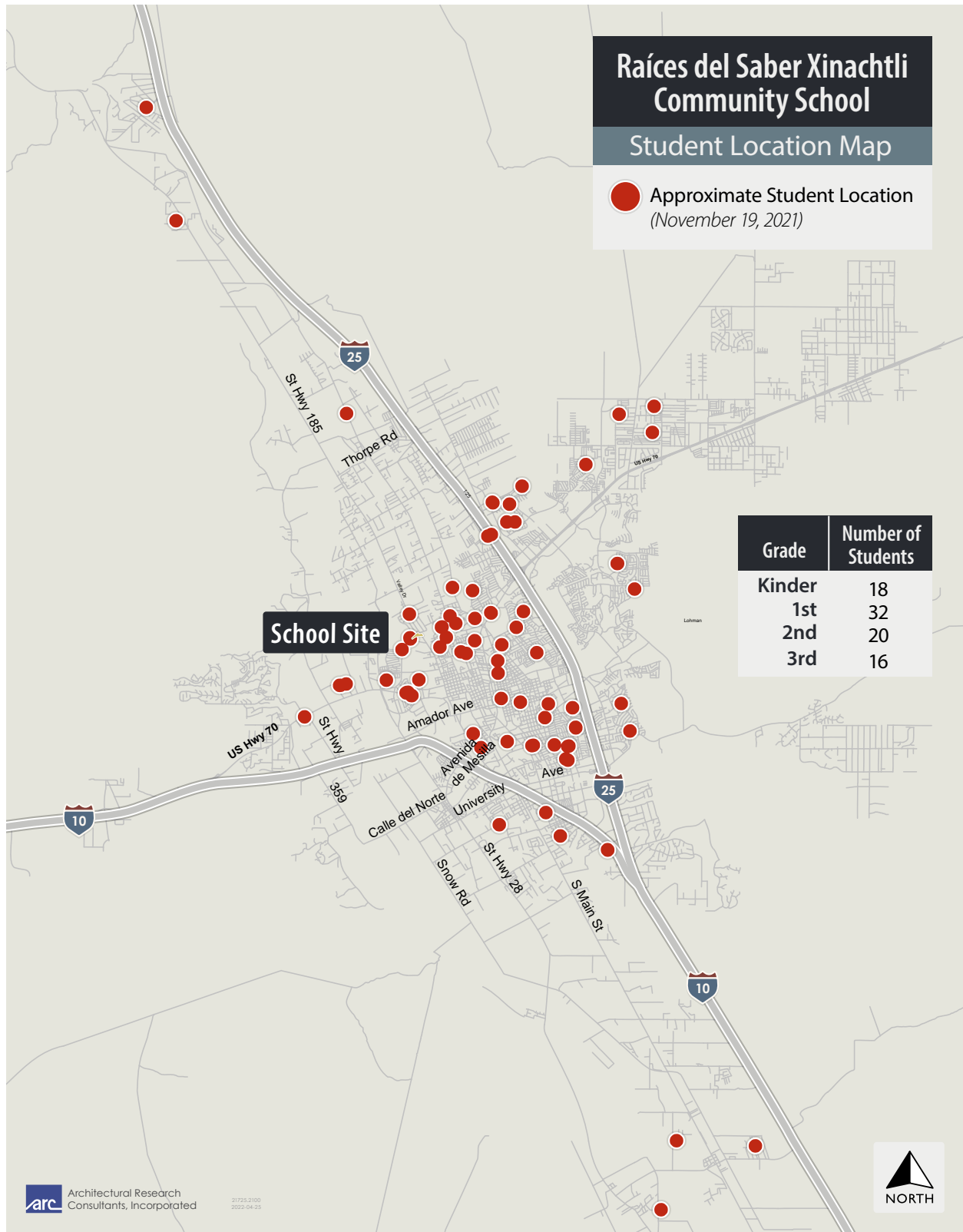
- Enrollment is rapidly growing and if more grades are added for next year with no new instructional space, no space will be available for the additional students.
- The administration would like to add key staff, such as another administrative position and a part-time nurse, but the school has no space available for them.

#### 2.1.1 Overview of Current Educational Programs and Facilities

The school is just outside the city limits of Las Cruces but is centrally located for most of the students who attend.

Raíces, a K-3 school, is housed in one Main Building and one double portable. The Main Building contains administrative offices, a staff lounge/workroom, a small special education (SpEd) classroom, and a small warming kitchen. The double portable has two classrooms, and a small portable restroom sits adjacent to the classroom portable.

Exhibit 2: Raíces Student Locations, 2021-2022





## Enrollment

School (40-day) enrollment for the 2021/22 school year totaled 86 students. Of these:

- 100% receive free or reduced lunch (Raíces is a Title 1 school)
- 97% of students live below the poverty line
- 32% are English language learners (ELL)
- 84% identify as Hispanic
- 6% identify as Native American
- 6% identify as Caucasian
- 3% identify as Asian
- 0% have disabilities
- 13% receive SpEd services
- 0% have tested as gifted

### 2.1.2 Anticipated / Projected Changes In Programs

The school anticipates rapid growth and expects to reach its charter cap within five years. No other changes are anticipated or projected at this time.

### 2.1.3 Shared / Joint-Use Facilities

The school leases the site, building, and portables from FYI, a local nonprofit.

Raíces provides many classes to the community, including instruction on parenting, the English and Spanish languages, computer literacy, cooking and nutrition, gardening, and self-care.

## 2.2 Sites / Facilities

Chartered in 2019, Raíces sits on a 2.6-acre site in Doña Ana County, just outside the city limits of Las Cruces, NM, along the west side of North Valley Drive. Las Cruces is the state's second largest population center.

### 2.2.1 Maps, Boundaries, and Locations

The school sits nestled in the Rio Grande Valley of south-central New Mexico. The site sits immediately adjacent to the city's boundary. Residential neighborhoods and small rural communities surround the site.

### 2.2.2 Existing Site / Facilities

The school has 4,952 gross square feet (GSF) of permanent facilities and is comprised of one permanent building and one portable with classrooms, and a second small portable that provides a restroom and storage.

Raíces first opened its doors in August 2019. During that first fall semester, the school occupied two borrowed portables on the campus of La Academia Dolores Huerta. In December 2019, the school moved to its current site, which is owned by FYI.

FYI and NISN financed the renovation of the current building for Raíces' use.

See Exhibit 4 for a detailed inventory of Raíces facilities.

### 2.2.3 Facility Evaluation

ARC evaluated the site and facility in rigorous detail on September 29, 2021. The ARC evaluator scored them with respect to condition and degree of compliance with New Mexico School Facility Adequacy Standards.

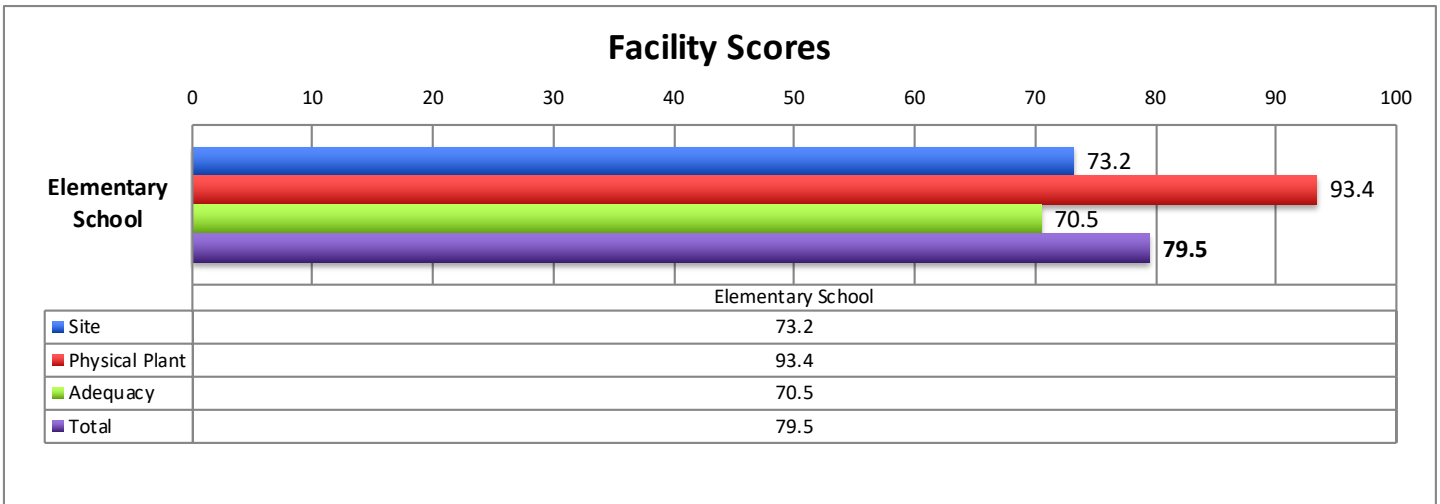
The evaluation score is a composite that takes into account the physical condition and functional adequacy of the site and facility. Exhibit 3 summarizes the results of the evaluation, showing percentage scores for site, physical plant, and adequacy, and the school’s overall percentage score.

Overall, the school scored in the “satisfactory” range, with an “excellent” score for the Main Building facility condition but lower scores for site development and overall adequacy. The Main Building is in great shape

inside and out, yet it is inadequate in program spaces and storage. The site overall is in good to fair condition but lacks key amenities. The double portable is in good shape, and the small portable restroom is in good to fair condition. Per ARC scores, the school’s overall condition ranks in the midrange. Primarily, what is negatively impacting the school’s score are the condition of the site and the school’s lack of key site and programmatic amenities listed in the state adequacy standards.

The school is not included in the PSFA Ranking Report and the weighted New Mexico Condition Index (wNMCI) because the school is too new to have received a ranking. PSFA anticipates the school will receive a ranking in 2024 when the charter goes through its first renewal.

Exhibit 3: ARC Scores of Raíces Facilities



Excellent=90-100% Satisfactory=70-89% Borderline=50-69% Poor=30-49% Very Inadequate <= 29%



Exhibit 4: Raíces Facilities Data and Inventory

Raíces del Saber Xinachtli Community School  
Facilities Data and Inventory - 2022

Category	Facility	School ID	Address	ZIP	Opening Date	Construction Date	Age	Building Additions	PSFA Rank/NMCI 2020/21	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 2019/20 40 Day	Perm CR's	Gym/PE Multi-Purpose	Auditorium/Lecture	No. Port CR's (1)	Total CR's	% Portable Classrooms	Students Per Classroom	GSF Per Student
1 Elementary School	Main Building	00577	2211 N Valley Drive	88007	2019	2000	22		NRC-2024/16.50%	2.60	4,952	0	4,952	0.0%	1	0	K-1	86	3	0	0	0	5	0.0%	17.20	238.00
2 Classroom Portable	Classrooms	00577	2211 N Valley Drive	88007		Unknown			NRC-2024/16.50%	-	0	1,680	1,680	100.0%	0	1	2,3	-	0	0	0	2	0	100.0%	-	-
2 Restroom Portable	Restroom	00577	2211 N Valley Drive	88007		Unknown			NRC-2024/16.50%	-	0	163	163	100.0%	0	1	-	-	0	0	0	0	0	-	-	-
										<b>Sub-total</b>	<b>2.60</b>	<b>4,952</b>	<b>1,843</b>	<b>6,795</b>	<b>27.12%</b>	<b>1</b>	<b>2</b>		<b>86</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>5</b>		
										<b>Total Schools</b>	<b>2.60</b>	<b>4,952</b>	<b>1,843</b>	<b>6,795</b>	<b>27.12%</b>	<b>1</b>	<b>2</b>		<b>86</b>	<b>3</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>5</b>	<b>-</b>	

**Notes:**  
Head Administrator - Julia Rivera-Tapia  
Governance Board Chair - Holaya Ponce-Acosta

Exhibit 5: Raíces School Location

### Raíces del Saber Xinachtli Community School

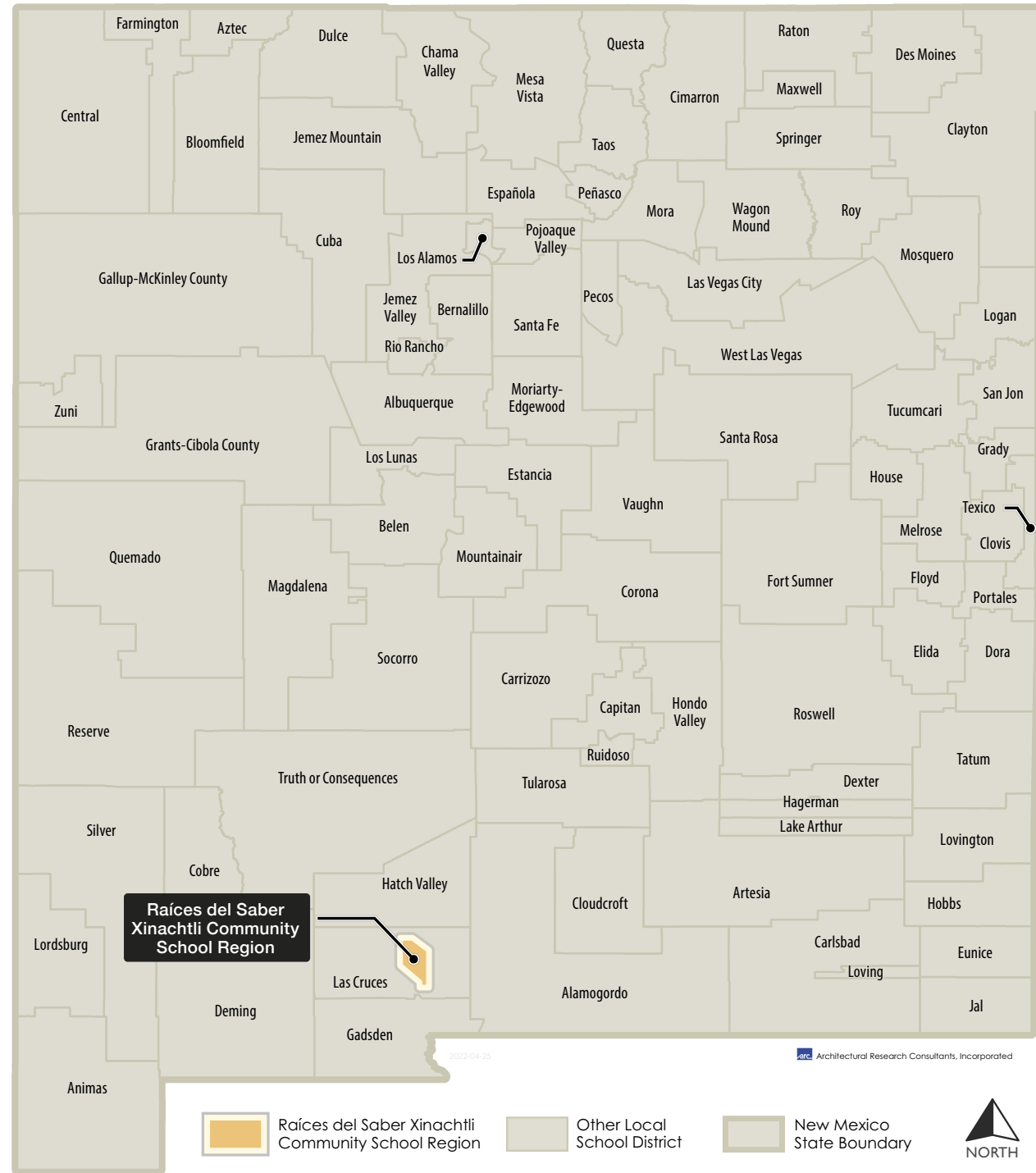


Exhibit 6: Raíces School Site



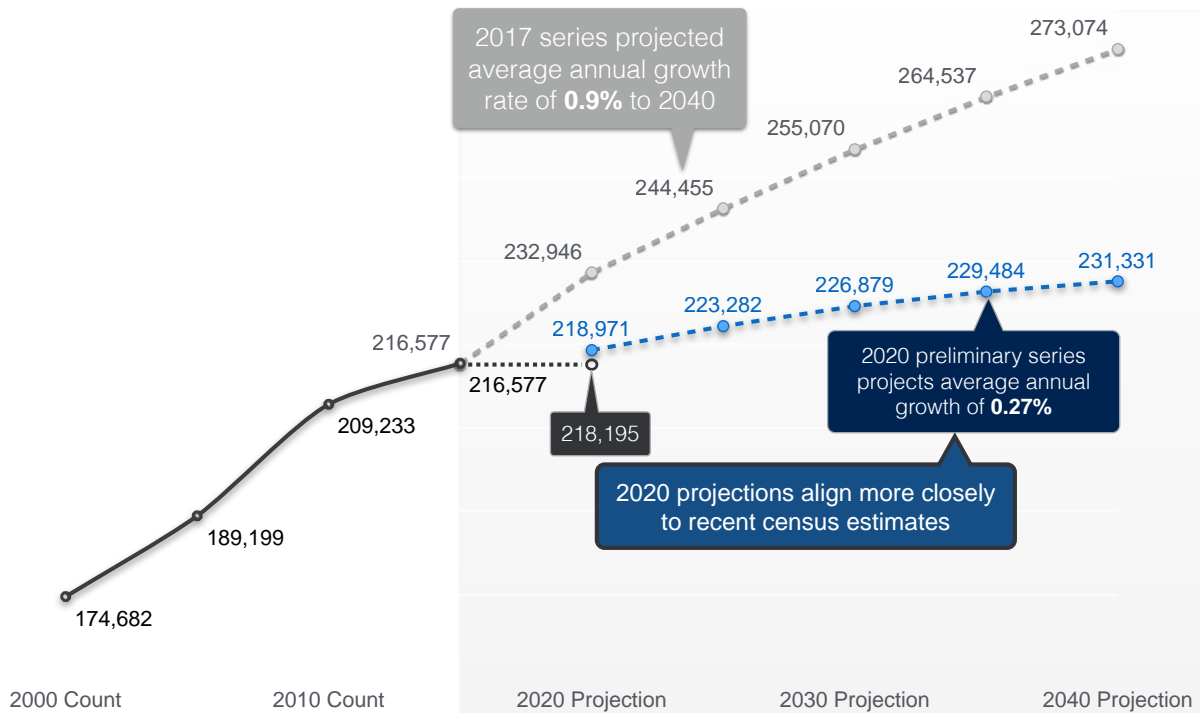
## 2.3 District Population & Economic Analysis

### 2.3.1. Historic and Projected Population Growth

Historically, Doña Ana County has seen small but steady growth since 2000. Initially, the projected growth rate was an estimated 0.9%, according to UNM's Geospatial and Population Studies in 2017. However, Census data now project the growth rate to be closer to 0.25%, which aligns more closely with 2010 and 2020 Census counts. With a projected growth of 0.25%, Doña Ana County population is estimated to be 231,331 by 2040.

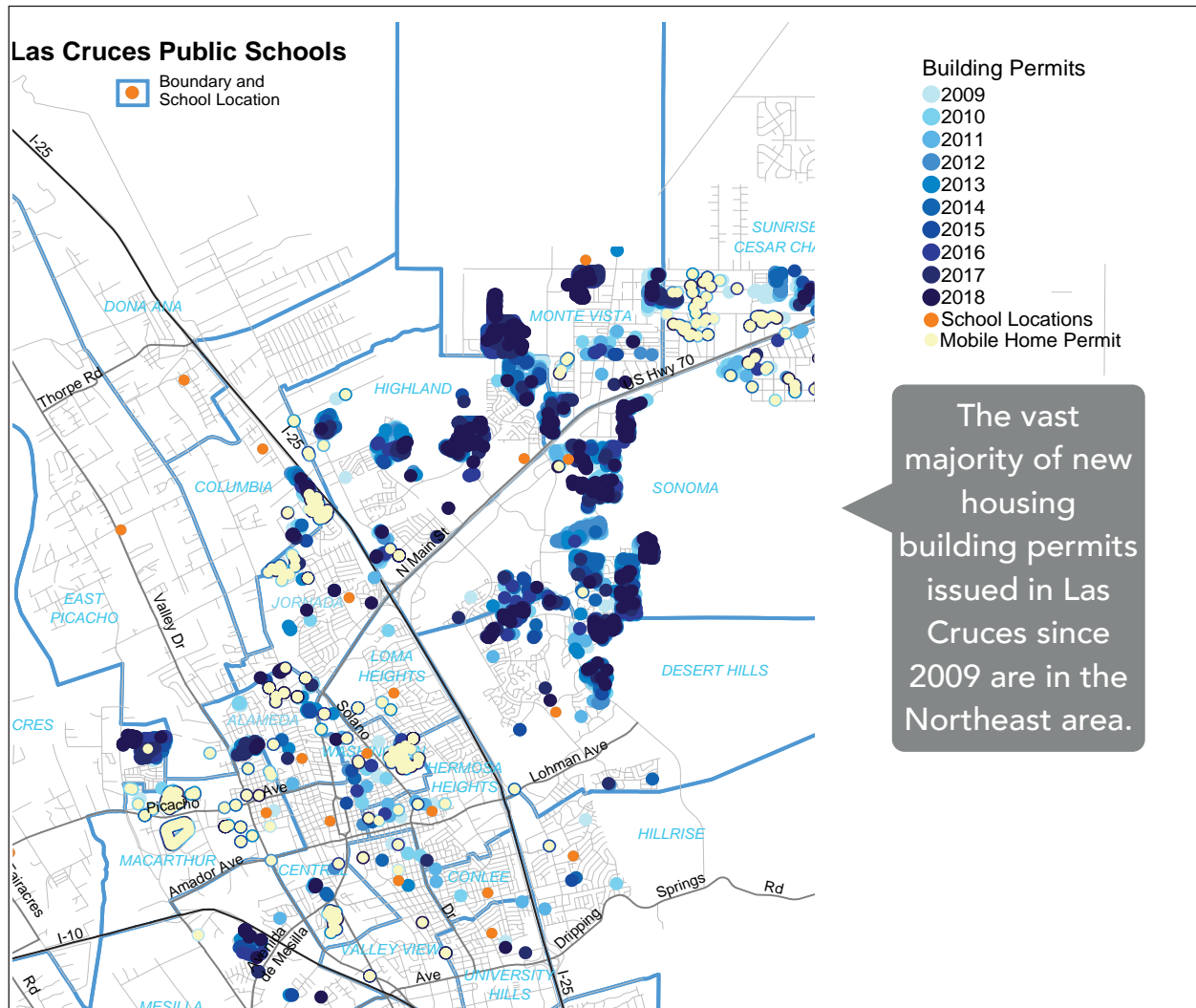
With the population on a positive growth trend, an increase in housing permits is showing up primarily in the northeast area of Las Cruces, as Exhibit 8 on the next page illustrates. The majority of new home building permits were submitted in this area between 2014 and 2018, indicating that this area will see the largest growth.

Exhibit 7: Historic and Projected Doña Ana County Population, 2000–2040



Source : University of New Mexico - Geospatial and Population Studies, 2017; US Census Decennial Counts 2000, 2010, and Census ACS Estimates, 2015, 2019

Exhibit 8: Building Permits in Las Cruces



Source: The City of Las Cruces Planning Department

### 2.3.2. Births and Birth Rate

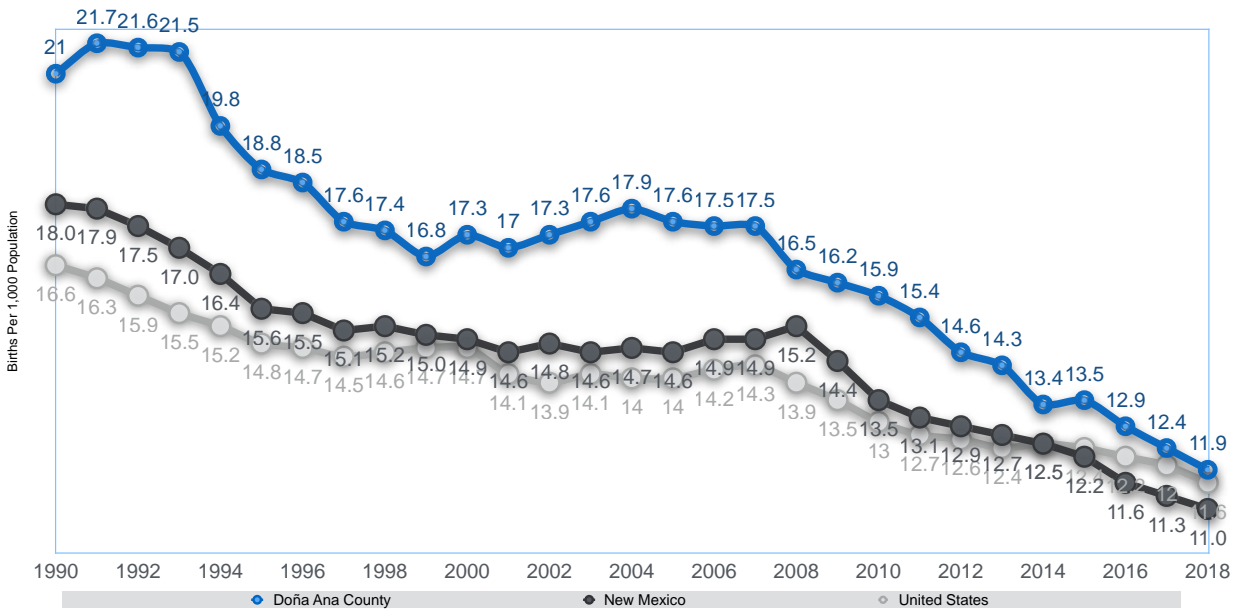
The adjustment in the projected growth rate from 0.9% to 0.25% correlates with a steady and significant decline in births and birth rates in Doña Ana County. Historically, Doña Ana County has had a higher birth rate than national and state averages, as seen in Exhibit 9, but county birth rate is declining at an almost identical rate. Despite a slightly

positive population growth rate, birth rates are declining rapidly in the county. Birth rates in Doña Ana County have dropped from 17.3 births per 1,000 population in 2002 to 11.9 in 2018, a significant decrease of 31.21%.

From 2007 to 2018, actual births in Las Cruces dropped from 3,460 a year to 2,631,



Exhibit 9: Birth Rates in the US, New Mexico, and Doña Ana County, 1990–2018

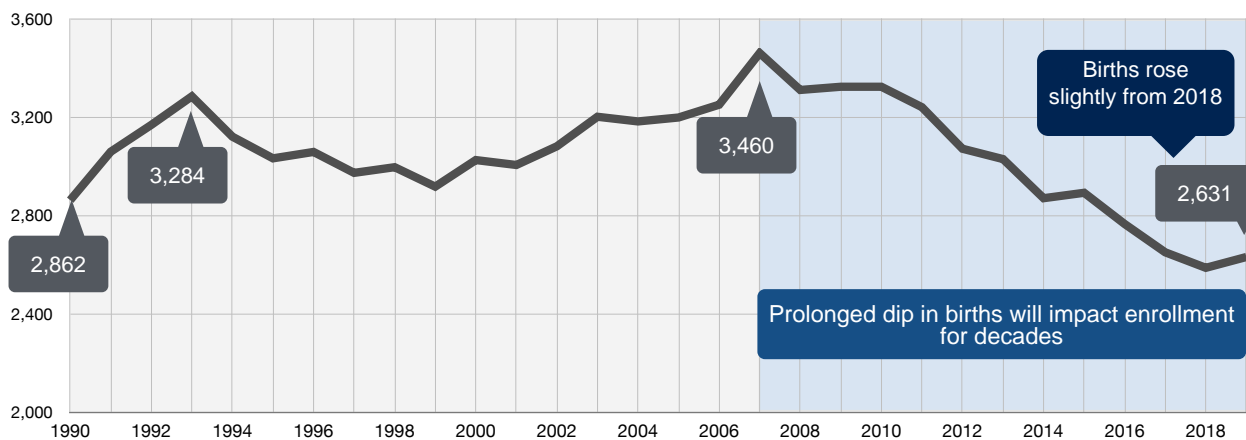


Source: New Mexico Department of Health, Vital Statistics

a 23% decrease. Declining births and birth rates combined with an increasing growth rate indicate school enrollment will be significantly impacted, especially since school-age children are not the age group driving the growth.

Exhibit 10 illustrates the continual downward trend in births since 2007, a factor that will negatively impact school enrollment for the next few decades.

Exhibit 10: Births in Doña Ana County, 1990–2018



Source: New Mexico Department of Health, Indicator-Based Information System for Public Health website: <http://ibis.health.state.nm.us/>

Source: New Mexico Department of Health, Indicator-Based Information System for Public Health website: <http://ibis.health.state.nm.us/>

## 2.4 Enrollment Trends

### 2.4.1 Enrollment Projections

As previously mentioned, with population growth steadily increasing and births steadily decreasing, schools in the Las Cruces area will see a decline in enrollment especially for elementary grades. This decline in enrollment will continue to impact middle school and high school enrollment for the next decade. However, the northeast area of Las Cruces will bear the brunt of most growth due to the number of new home-building permits, indicating this area will also see the majority of new enrollment. The maps below and on the next page support these projections, showing the largest growth in enrollment shaded

blue, and the deeper the blue, the larger the growth. The darker the tan, the steeper the decline. These maps also show that the most significant change in enrollment is in the elementary schools of the northeastern area of Las Cruces.

Historically, Las Cruces is a minority-majority city with most of the population identifying as Hispanic or Latino. According to the 2020 Census, just over 60% of Las Cruces residents identify as Hispanic/Latino, an indication that this population will make up the majority of existing and new school enrollment.

*Exhibit 11: Projected Elementary Enrollment by LCPS Area*

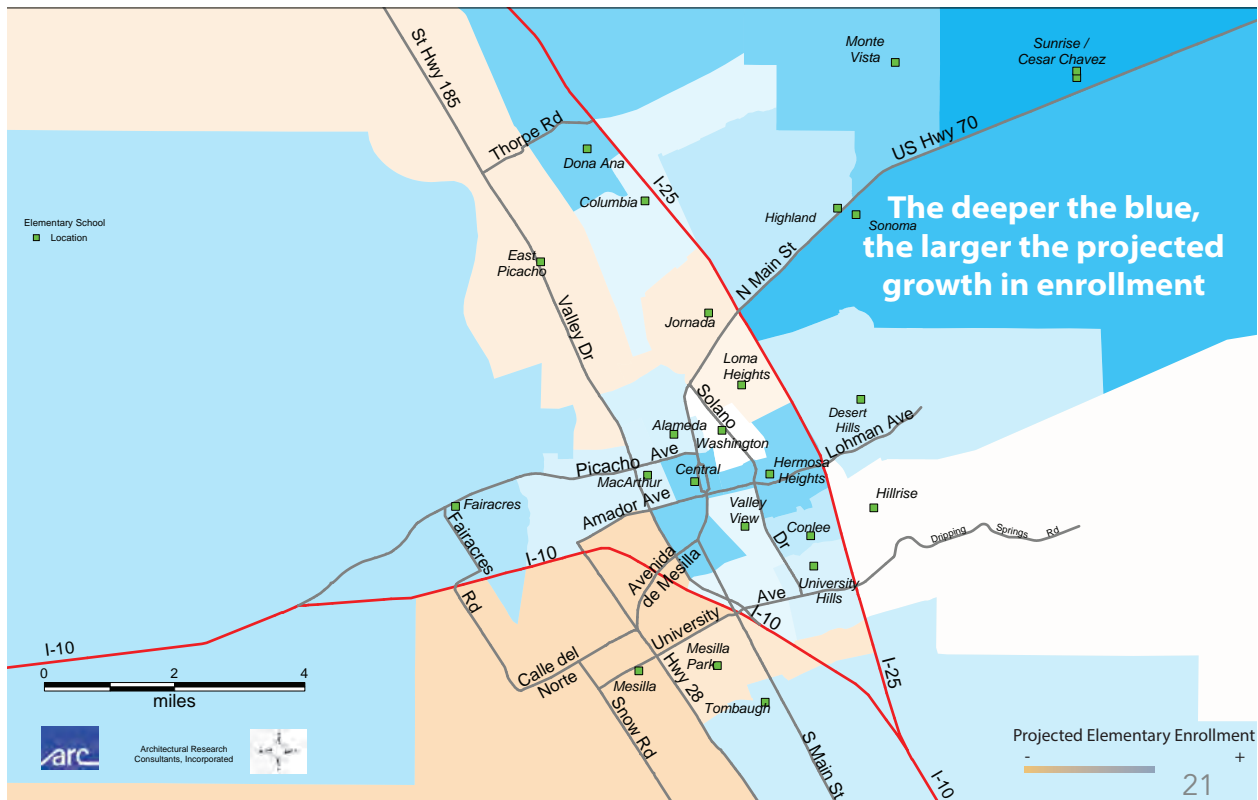


Exhibit 12: Projected Middle School Enrollment by LCPS Area

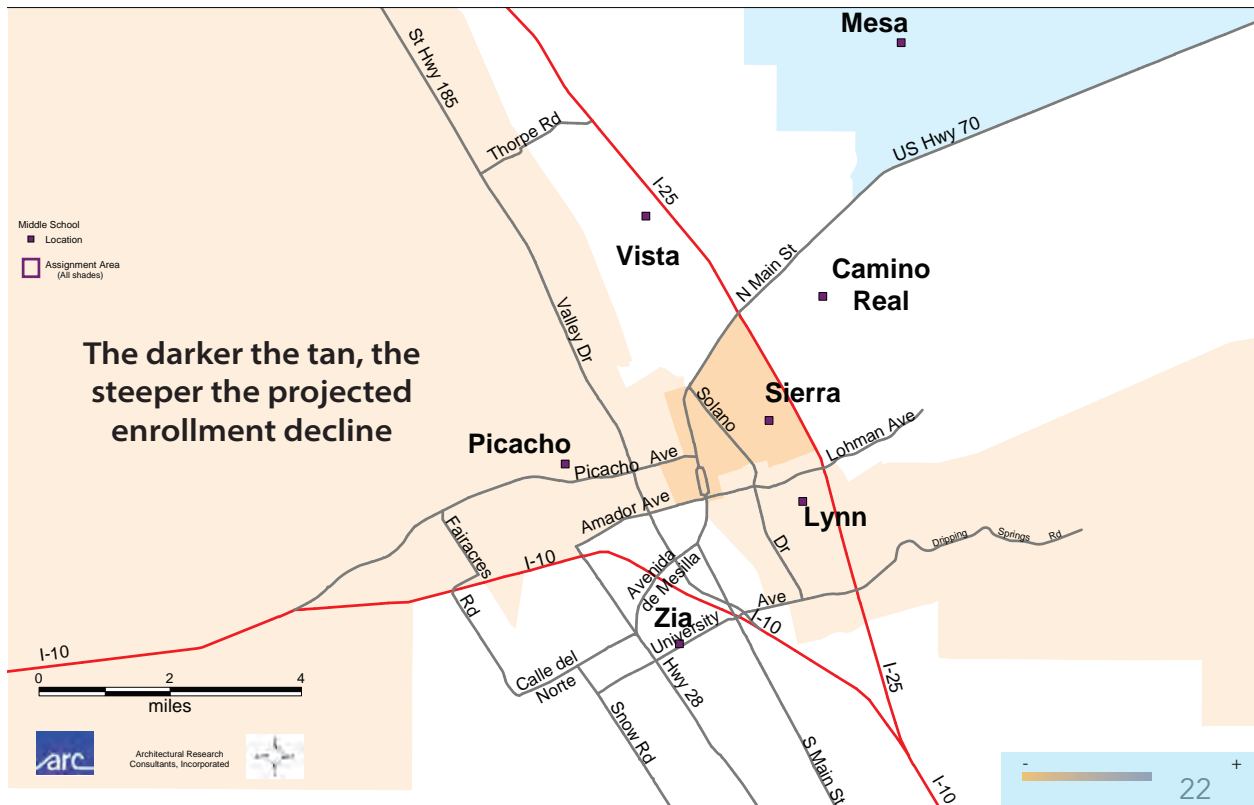
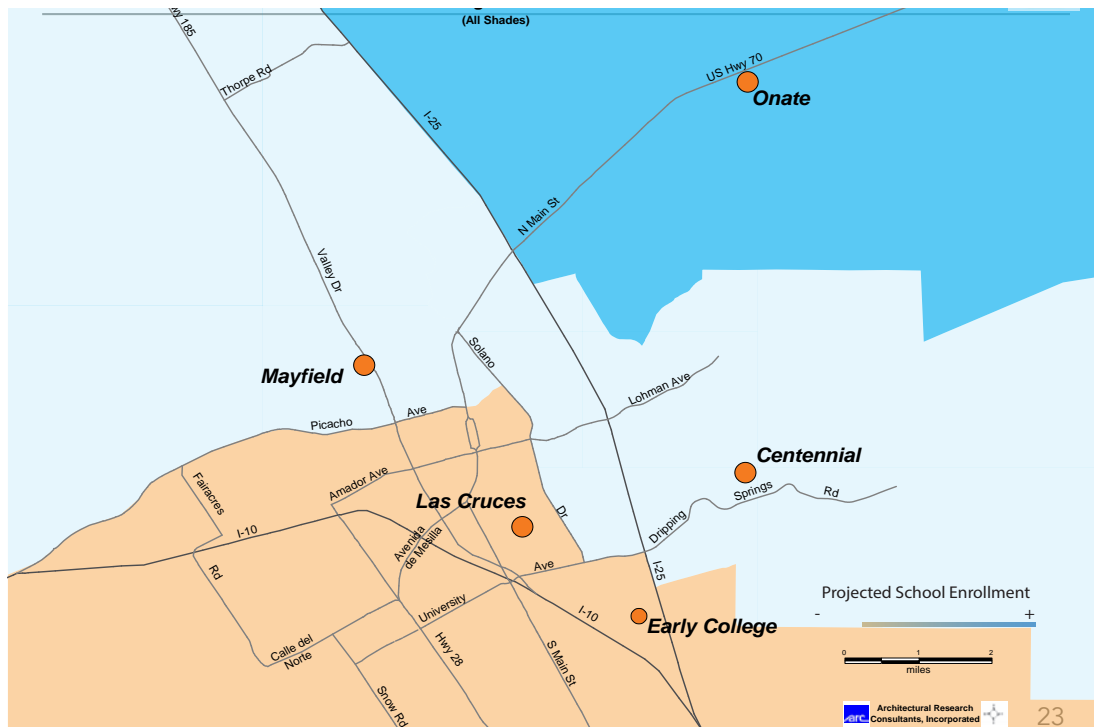


Exhibit 13: Projected High School Enrollment by LCPS Area

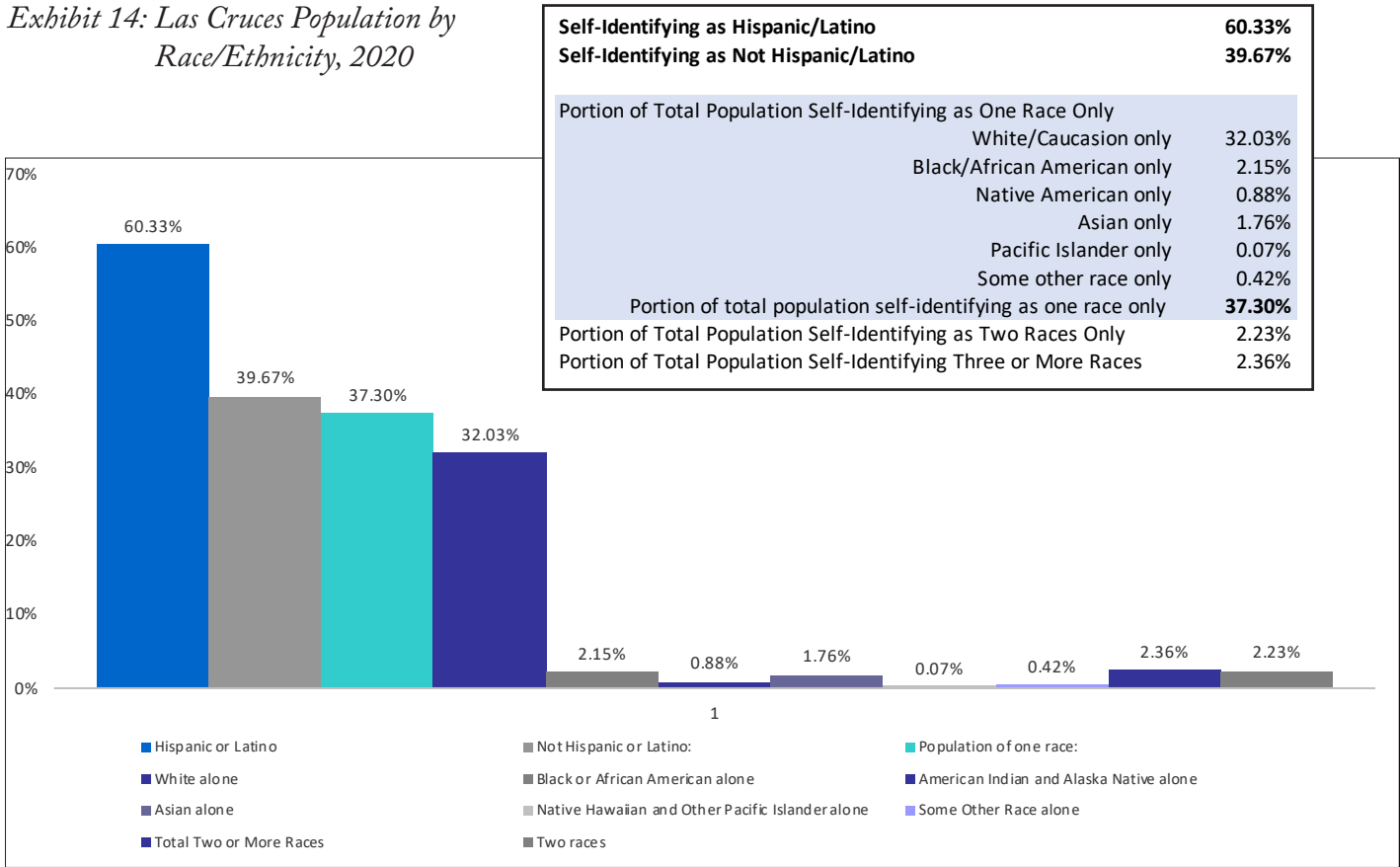


## 2.4.2 Projected Age Groups

With birth rates declining, ARC anticipates that age groups other than school-age children will constitute the bulk of the steady growth. Despite a growth in all age groups

above the age of 19 years old, the age group seeing the most significant growth is the main working-age group (ages 35-64). See Exhibit 15 on the next page.

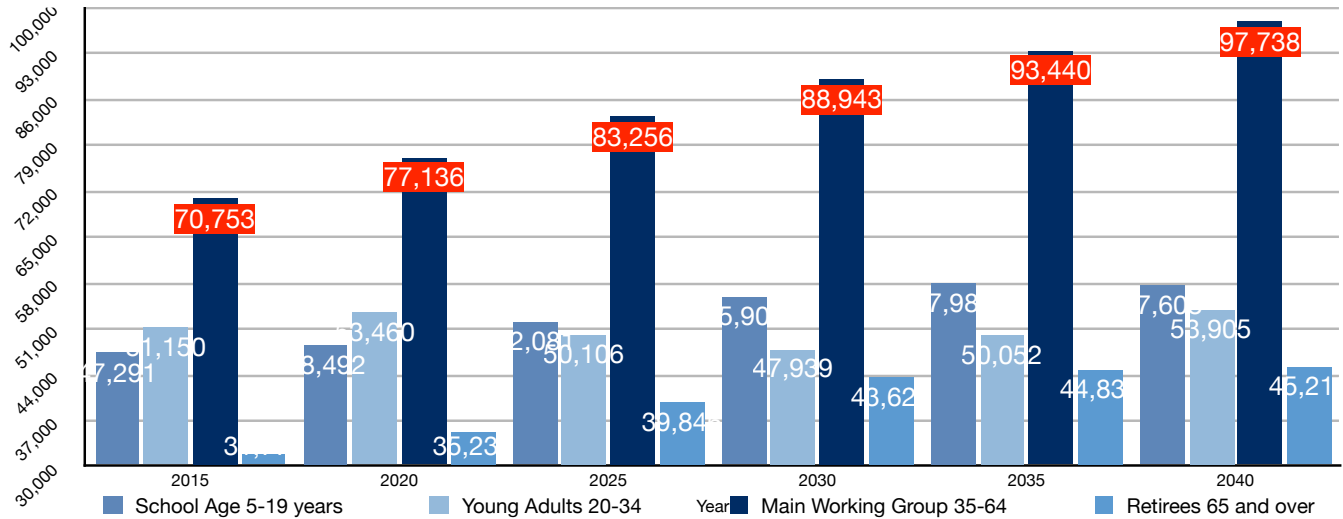
Exhibit 14: Las Cruces Population by Race/Ethnicity, 2020



Source: US Census 2020 Decennial Count; Redistricting Data; Table P2



Exhibit 15: Historic and Projected Population by Age for Doña Ana County, 2015–2040



Source: University of New Mexico- Bureau of Business and Economic Research, 2008 and Geospatial and Population Studies 2012 and 2017

### 2.4.3 Covid-19 Impacts on Enrollment

Nationwide, public schools experienced sharp declines in enrollment during the pandemic. According to the Brookings Institute, enrollment in K-12 dropped 16%, with 30% of those declines in kindergarten enrollment alone.

Pandemic-related declining trends in enrollment nationally are making their mark on New Mexico enrollment as well. According to PED, the state saw an overall decrease in enrollment of 4% from school year 2019/20 to 2020/21. This most recent school year saw another small decrease of 0.0025% from the previous year.

Las Cruces saw a decrease of 3.14% in school enrollment during the first year of Covid. This school year, Las Cruces Public Schools saw a small improvement with enrollment increasing by just 0.25% over the previous year. However, there remains an overall 2.9% decrease in Las Cruces enrollment.

Many of these downward trends can be attributed to the numbers of students opting to either enroll in online courses or switch to homeschooling. According to local polling sources, parents still fear for their children’s well-being despite in-person classes having resumed months ago, and many are displeased with how state and local authorities have handled the pandemic. In short, the pandemic’s effects are still being felt, meaning these enrollment trends may either continue downward or remain stagnant.

Covid-19 significantly drove down birth rates, too. From 2020 to 2021, the nation saw an overall 9.41% decrease in birth rates, according to the Census Bureau. These dips in birth rates correlate with the profound sense of economic instability felt across the nation. Additionally, due to health complications, the pandemic also led to fewer pregnancies carried to term, which further contributed to the steep decline in birth rates nationally and locally.

## 2.5 Utilization and Capacity

*This section identifies:*

- Existing and projected classroom needs to accommodate current and projected enrollment
- Student capacity of the school site
- Special factors influencing classroom use
- Strategies to accommodate school needs

### 2.5.1 Existing and Future Space Utilization

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.

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

Analysis of the demand for classrooms calculated the need for general and special education classrooms. The calculation, which used past and projected enrollments, is based on state-mandated pupil/teacher ratios (PTR) and Raíces' mix of special programs. We assumed that future special program needs will align with current enrollment ratios.

The analysis then compared the number of classrooms needed to meet current and projected enrollments to the number of classrooms available (considering the supply

in two ways: including portable units in the count, and leaving them out of the count).

To estimate capital requirements, facility planners consider utilization information, charter policies regarding the desirable size of the school, and the condition of existing facilities. The requirements address the school facility's anticipated classroom deficits or surpluses. Planners then consider various strategies to meet classroom need projections, including classroom additions, portable classrooms, grade reconfiguration, and/or variations in scheduling.

#### ► Utilization / Classroom Need

Raíces does not have sufficient classrooms to meet its current cap of 220 students.

The school uses one double-classroom portable and plans to install three more of them on-site before the 2022/23 school year begins. FYI, the landlord, purchased these portables and is providing them for Raíces' use.

To meet its enrollment cap of 220 students, Raíces will need to add classrooms.

### 2.5.2

#### Special Influential Factors

Special education programs such as federal and categorical programs influence classroom usage. The school has a policy of inclusion for all SpEd students, with pullouts for special help as needed.

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

### 2.5.3 Site Capacity

*Utilization analysis* identifies classroom use and needs, while *capacity analysis* determines, essentially, how many seats it offers, given existing physical and programmatic constraints. See Exhibit 16 for a summary of school utilization.

Raíces uses its classrooms well. The school has five classrooms:

- kindergarten
- 1<sup>st</sup> grade (two classrooms)
- 2<sup>nd</sup> grade
- 3<sup>rd</sup> grade

A small, former multipurpose room serves as the SpEd classroom. The school anticipates growth and needs space for the current 3rd graders to attend 4<sup>th</sup> grade at the school next year.

*Site capacity* identifies the number of

students each facility can accommodate. Capacity analysis is similar to utilization analysis and uses 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 pullout programs for special needs and low-incident-disability students, and also including classrooms that do not meet state adequacy standards.

Raíces lacks capacity for the projected enrollment through the FMP period.

**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.

**Functional Capacity** includes all designed instructional spaces. This capacity does not



School Data					Capacity Analysis					
School Name	Classrooms-Perm/ Program Spaces <sup>1</sup>		Portable Inventory		with Portable			without Portable		
	Total CR/Prgm Sp on Site	Cap Calc. CR Count <sup>2</sup>	Port-Single	Port-Dbble	Maximum	Functional <sup>2</sup>	Current Program*	Maximum	Functional <sup>2</sup>	Current Program*
Classrooms w/o Purchased Port	5.0	5.0		1	90	90	90	54	54	54
Classrooms w/ Purchased Port	11.0	10.0		4	201	180	180	57	36	36

Utilization Analysis Percent <sup>3</sup>			Classroom Need Analysis			
PSFA Building Util	PSFA Avg CR Loading	PED PTR Loading Efficiency	5 yrs 2026-27 w Port	5 yrs 2026-27 w/o Port	10 yrs 2031-32 w Port	10 yrs 2031-32 w/o Port
			Potential CR Need		Potential CR Need	
100%	103%	103%	n/a			
100%	93%	122%	+4.0	+12.0	+4.0	+12.0

*Exhibit 16: Capacity and Classroom Need Summary*

include open labs, rooms for pullout programs, nor rooms that are part of a suite. *Recaptured instructional spaces* include book rooms, counselor offices in full-size classrooms, and spaces for after-school programs and the like.

**Program Capacity** considers how the school is used at the time of the evaluation and shows the number of seats available 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 not only in schedule but also in enrollment.

Exhibit 16 shows the the capacity of Raíces facilities.

### 2.5.4 Strategies for Meeting Space Needs

The steering committee identified as the top priorities for the school:

- Site and playground improvements
- Interior building improvements
- Building an addition to allow the school to expand

These recommendations assume that the three portables the school is expecting in the summer of 2022 will be installed and operational for the 2022/23 school year.

#### Drivers

The school is well maintained, but the Main Building is small and lacks storage. Key programmatic spaces required for an elementary school are absent.

#### Capital Improvement Recommendations

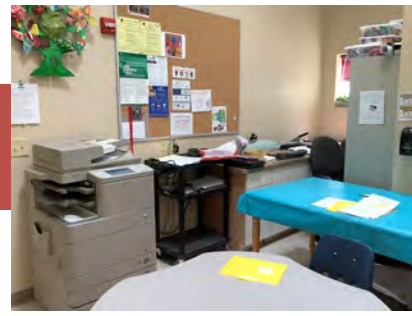
- Playground improvements
- Installation of a playfield
- Security improvements
- Improvements in Americans with Disabilities Act (ADA) compliance
- Interior Improvements
- Construction of a building addition

### 2.5.5 Underutilized Spaces

The evaluation process identified no underutilized spaces.



# 3 Capital Improvement Plan



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

## 3.1 Total Capital Needs

ARC identified \$3,923,900 in capital needs.

Capital improvement projects (CIPs) are estimates that detail the remedies for the facilities' condition and adequacy deficiencies, programmatic and growth needs, and sustainability upgrades and opportunities. Each CIP includes a project description and budget that addresses facility need. The CIPs also include projects that support school goals.

ARC classifies each CIP project with an identification code that aligns with school goals, initiatives, funding, and other criteria. Exhibit 18 illustrates the CIP recommendations by Type 1 Code.

### 3.1.1 History of Prior Capital Funding

No capital funding has yet been awarded to the school for improvements to the permanent facilities.

### 3.1.2 Current and Anticipated Resources Available

#### Lease Assistance

Raíces received \$48,021 of lease assistance from PSCOC for the 2021/22 school year.

The facilities at Raíces are not currently ranked by the PSCOC as the school is too

new to have a ranking. The state prioritizes funding for school facilities at the top of the list, because the smaller a school's ranking number, the worse its condition. A state funding award through PSCOC is unlikely as the Main Building is in good condition overall, having received renovations in 2019.

New Mexico Department of Transportation (NMDOT) funding is possible for paving and Safe Routes to School programs.

The school has received no general obligation (GO) bond funds.

The school anticipates receiving SB 9 funds in the 2022/23 school year, but the amount remains unknown.

Direct state legislative appropriation, grant writing, and private fundraising are all possibilities for Raíces.

### 3.1.3 Total Anticipated Capital Needs

Capital needs exceed the resources available. Total capital needs are more than \$3 million. Short-range projects include but are not limited to:

- ADA improvements
- Playground improvements
- Security upgrades
- Interior improvements

Long-range projects include but are not limited to:

- Building an addition

### 3.1.4 Needs by Facility

The Main Building is in good condition but lacks key amenities typically found in an elementary school. Additionally, key site elements required by state adequacy standards are missing.

As the student population continues its anticipated growth, the school will soon outgrow the current buildings and will also outgrow the three additional double portables coming this summer. As the Main Building and portables age and students use the facilities, key systems will require cyclical replacement or refurbishment.

Raíces' general maintenance is good and should be allocated approximately \$40,852 per year for upkeep and small capital projects. This figure is based on the national average of \$3.50 per square foot to maintain a building, including cyclical replacement of roofs and HVAC systems. The school performs routine maintenance, and the landlord maintains big-ticket items and has financed and accomplished capital improvements to this point.

The school is currently developing a preventive maintenance plan and work-order tracking system.

---

## 3.2 Prioritization Process and Budgeting

### 3.2.1 The Process and Criteria to Prioritize Capital Needs

The FMP steering committee recommended capital need priorities for the school to the governing board on May 16, 2022. Prior to this, the steering committee held one meeting to review the plan and a second meeting that

was open to the community. The steering committee prioritized the capital needs, finalized a capital plan, and presented it to the board for final prioritization approval on May 16, 2022.

---

## 3.3 Capital Plan

### 3.3.1 Summary of Priority Capital Projects

Total capital needs amount to \$3,923,900. The majority of the work entails a building addition and site development as required in state adequacy standards.

Exhibits 17 through 20 show the detailed breakdown of projects by category and priority.

The Raíces FMP Steering Committee, which included representatives from the school staff and administration, in conjunction with ARC personnel, recommended priorities for the school's capital needs to the Raíces Governance Council.

The Raíces del Saber Xinachtli Community School Governance Board approved the FMP on May 16, 2022.

### 3.3.2 Financial Strategies and Alternatives

The school uses operational revenues for maintenance and upkeep of the facilities.

Funding for capital projects will come from the landlord, possible state assistance through PSCOC or direct legislative appropriations, and private fundraising.

### 3.3.3 Scope and Estimated Cost of the District's FMP

Capital funding for the next few years is limited.

### 3.3.4 Capital Plan Review

The Raíces Capital Plan is subject to review and revision, depending on several factors:

- The success of direct appropriation and fundraising
- The construction climate
- Local and state economic conditions
- 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 other possible factors.

The school may remove projects or realize savings in project implementation.

There is no guarantee that the school will generate the planned revenues. The administration will revisit the school's funding strategies as conditions require.

See Exhibit 21, The Raíces del Saber Xinatchtli Community School Capital Plan, on page 3-7.



Exhibit 17: Capital Projects by Category Code

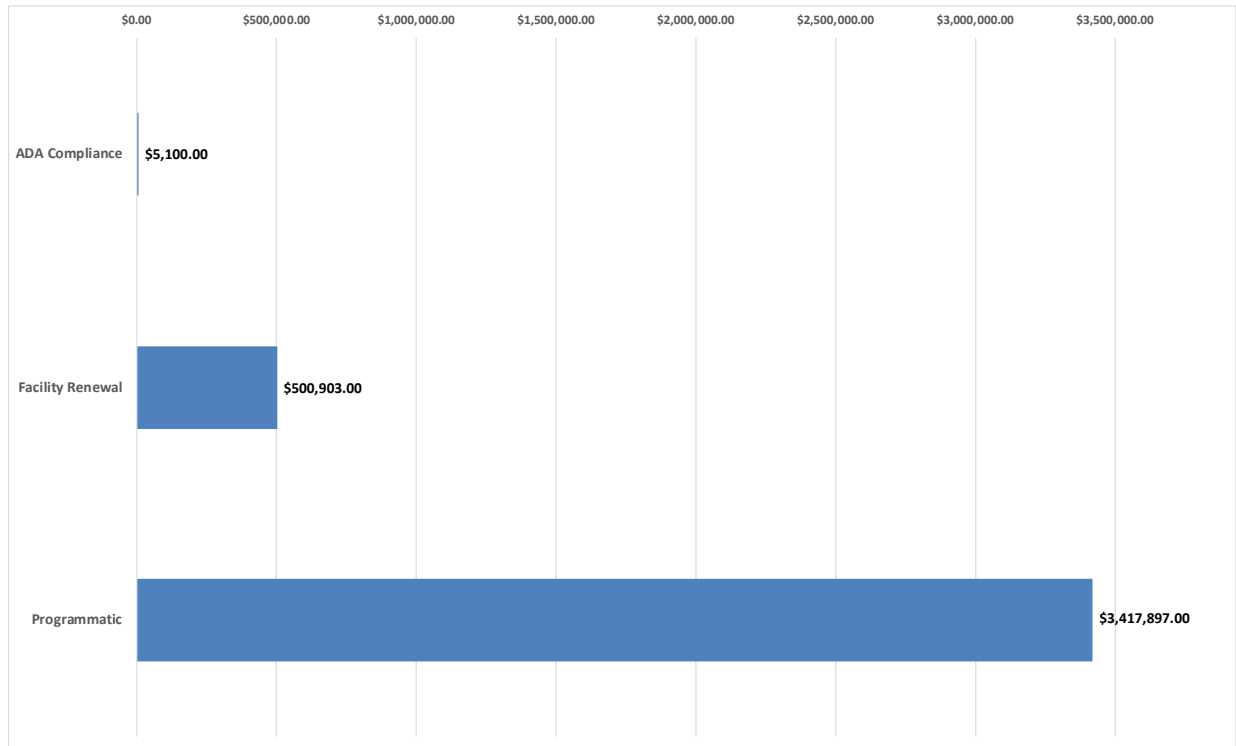
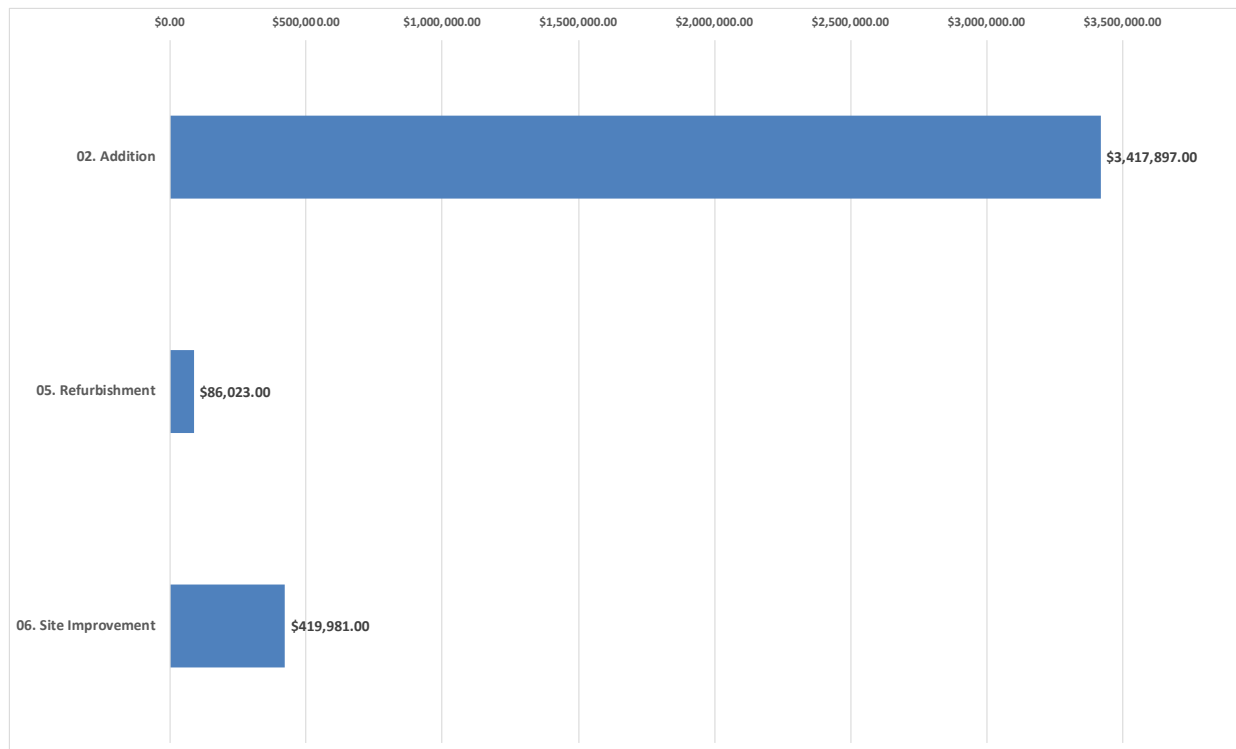
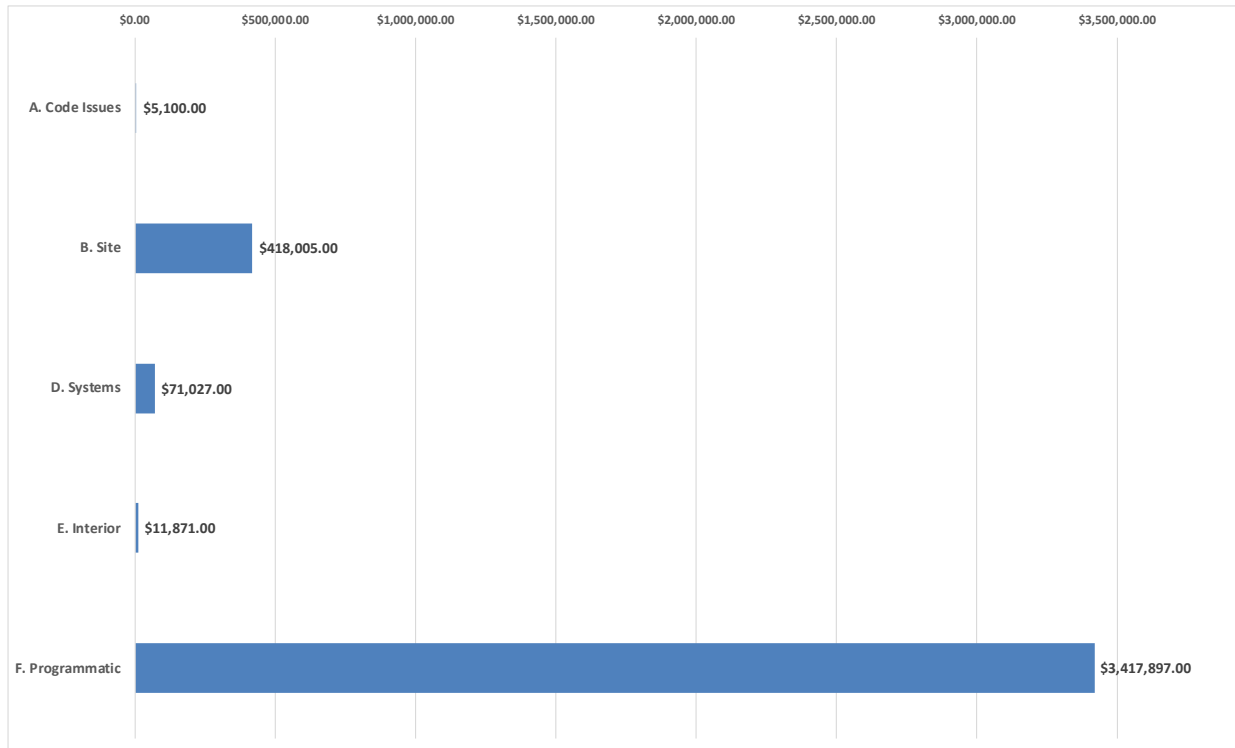


Exhibit 18: Capital Projects by Type 1 Code

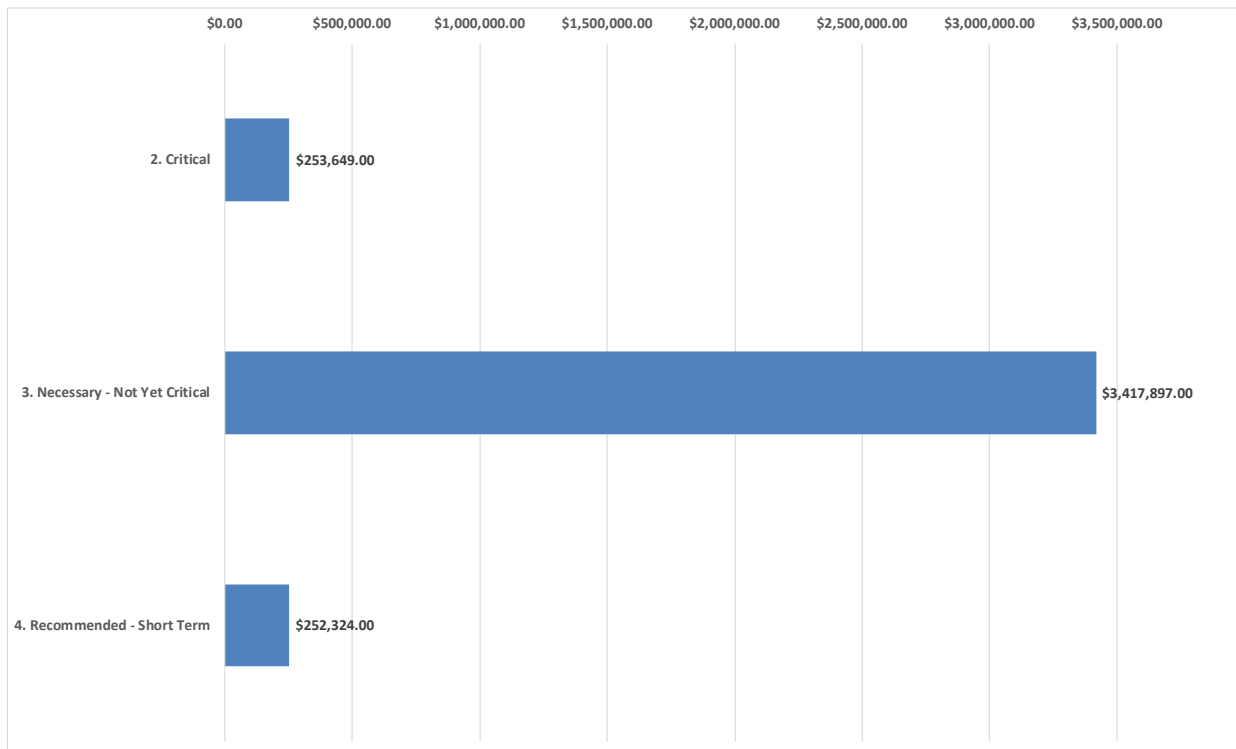




*Exhibit 19: Capital Projects by Type 2 Code*



*Exhibit 20: Capital Projects by Priority Code*



*This page is intentionally blank.*

Exhibit 21: Raíces del Saber Xinachtli Community School Capital Plan, 2022-2027

Project Number	Project Code	Project Name	Sub-Project Name	NMCI Rank 2021/22	Total Cost	Funding Tier					Potential Capital Funding				
						Priority 1 1st Year	Priority 2 2-3 Years	Priority 3 4-5 Years	Priority 4 6-10 Years	Future	Total Funded CIP	Raíces Share (100%)	Potential PSCOC Share (0%)		
100		Raíces del Saber Xinachtli Community School		NR	\$3,923,900	\$0	\$253,679	\$3,417,897	\$252,324	\$0	\$0	\$0	\$0	\$3,923,900	\$0
1	100.001.001	3.06.A03.1.2	ADA Site Improvements		\$1,177		\$1,177							\$1,177	\$0
2	100.001.002	3.06.A03.1.2	ADA Site Improvements		\$638		\$638							\$638	\$0
3	100.001.003	3.06.A03.1.2	ADA Site Improvements		\$161		\$161							\$161	\$0
4	100.002.001	4.06.B08.4	Playground Improvements		\$6,375				\$6,375					\$6,375	\$0
5	100.002.002	4.06.B08.4	Playground Improvements		\$5,879				\$5,879					\$5,879	\$0
6	100.002.003	4.06.B08.4	Playground Improvements		\$159,949				\$159,949					\$159,949	\$0
7	100.002.004	4.06.B08.4	Playground Improvements		\$78,438				\$78,438					\$78,438	\$0
8	100.002.005	4.06.B08.4	Playground Improvements		\$1,683				\$1,683					\$1,683	\$0
9	100.003.001	4.06.B09.2	Playfield Installation		\$165,681		\$165,681							\$165,681	\$0
10	100.004.001	4.05.D06.2	Security Improvements		\$29,772		\$29,772							\$29,772	\$0
11	100.004.002	4.05.D06.2	Security Improvements		\$17,863		\$17,863							\$17,863	\$0
12	100.004.003	4.05.D06.2	Security Improvements		\$23,391		\$23,391							\$23,391	\$0
13	100.005.001	4.05.E01.2	Interior Improvements		\$725		\$725							\$725	\$0
14	100.005.002	4.05.E01.2	Interior Improvements		\$426		\$426							\$426	\$0
15	100.005.003	4.05.E01.2	Interior Improvements		\$10,720		\$10,720							\$10,720	\$0
16	100.006.001	3.05.A03.3.2	Interior ADA Improvements		\$277		\$277							\$277	\$0
17	100.006.002	3.05.A03.3.2	Interior ADA Improvements		\$1,925		\$1,925							\$1,925	\$0
18	100.006.003	3.05.A03.3.2	Interior ADA Improvements		\$923		\$923							\$923	\$0
19	100.007.001	6.02.F01.3	Building Addition		\$3,417,897			\$3,417,897						\$3,417,897	\$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	Other	Total Funded CIP	MMS	Potential PSCOC
<b>Totals</b>	<b>\$3,923,900</b>	<b>\$0</b>	<b>\$253,679</b>	<b>\$3,417,897</b>	<b>\$252,324</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,923,900</b>	<b>\$0</b>
	With inflation est. at 2% annually		\$258,752.95	\$3,555,979.57	\$267,768.28						

# 4 Support Material



## Contents

Facility Summary

Facility Capital Improvement Projects (CIPs)

Floor Plans

Utilization, Capacity, and Classroom Need Studies

# Raices del Saber Xinachtli Community School FCA 2021 Facility Summary: 100 · Elementary School

2211 North Valley Drive, Las Cruces, NM 88007  
Evaluation Date: 2021-09-28  
Evaluator: NB

**Evaluation Status:** Evaluated

## Location Data

Site Data			
Ownership:	Leased	SHRD/NRHD:	-
Site acres:	2.60	No/type of parking spaces:	14 standard, 1 ADA
Building Data			
Permanent building area:	4952 GSF	Number of floors:	1
Modular building area:	6720 GSF	Modular buildings:	57.6% of GSF
Construction Dates			
Year Built:	2000 *	Building age:	21 *
Initial Construction Date:	2000	Renovation/Addition 1:	2019
Renovation/Addition 2:		Renovation/Addition 3:	
<i>Starred (*) year built and facility age numbers are approximates.</i>			
FCI Data			
Building Type:		Facility Class:	
Building Height:		CRV:	\$0
Cost per GSF:	\$0.00	FCI Cost:	\$3,671,576
FCI Score:	0.000	FCI:	Good

FCI Scoring: 0.00-0.050=Good 0.051-0.100=Fair Greater than 0.100=Poor

## Assessment Score for Elementary School

Scoring Category	Possible Points	Actual	Earned	Percent Score (E/A)
The Site	271	238.5	174.5	73.2% <div style="width: 73.2%; background-color: #00a0c0; border: 1px solid black;"></div>
Physical Plant Assessment	354	319.0	298.0	93.4% <div style="width: 93.4%; background-color: #00a0c0; border: 1px solid black;"></div>
Adequacy and Environment	375	325.0	229.0	70.5% <div style="width: 70.5%; background-color: #00a0c0; border: 1px solid black;"></div>
<b>Total</b>	<b>1000</b>	<b>882.5</b>	<b>701.5</b>	<b>79.5%</b> <div style="width: 79.5%; background-color: #00a0c0; border: 1px solid black;"></div>

Excellent=90-100% Satisfactory=70-89% Borderline=50-69% Poor=30-49% Very Inadequate <= 29%

## Notes from Evaluation Meeting and Questionnaire

\* Staff report that Phase Two of the school construction was completed the week after the evaluation, including a new parking lot in the back of the school and consistent perimeter fencing. Contractors had partially completed the work at the time of the evaluation.

\* Phase Three of the school construction is underway and includes three additional portable buildings. As of this writing, the contractors should complete Phase Three in 60 to 90 days.

### Site Assessment



#### 1. Site Assessment

Raices del Saber Xinachtli Community School is a state-chartered K-3 community school outside Las Cruces, NM. The school property lies on the north boundary of the city limits. Residential and rural agricultural land surrounds the site. On the east side, the triangular-shaped lot fronts North Valley Drive (Highway 185) and tapers to a narrow point on the west, bordered on the north and south sides by irrigation ditches. A residence on the northeast corner of the site will become a group home. Families and Youth Incorporated (FYI) own the home and the site and buildings housing Raices del Saber Xinachtli. A fence separates the school property from this home.

#### 2. Access

No pedestrian access leads to the site. North Valley Drive is a busy highway without sidewalks. No buses service the school - private vehicles bring all students to school. Vehicular one-way access leads to the site's east end at North Valley Drive. A small U-shaped single-loaded parking lot includes a double-lane drop-off/pick-up loop. Classes are released at staggered times to avoid overcrowding the pick-up area, and staff manages the pick-up of children by communicating with one another via two-way radios to bring each child out to the parking lot from the play yard when their parent or guardian arrives. The staff ensures the children enter vehicles safely. A new parking lot was paved before the day of evaluation but not yet striped.

#### 3. Site Development

The site offers minimal landscaping. The street frontage and area near the main entrance include some xeric landscaping. A few trees in fair condition with many dead branches stand near the entrance and within the play area. Drip irrigation serves the trees and irrigation at the original parking lot.

The site drains toward the west. A retention pond lies at the west end of the new parking lot, where the site tapers to a narrow point.

Walkways in good repair serve all areas of the site. Near the Main Building's southwest corner, a walkway headed south does not connect to the adjacent walkway running east-west.

A large outdoor learning area lies on the building's north side near the playground. Many picnic tables stand in the dirt with a shade sail in good condition above. Otherwise, the site offers minimal shade. Many cafeteria-style tables sit stored in the dirt between the playground and the soccer area. A small vegetable garden lies north of the cafeteria tables. A small shed east of the garden holds landscape equipment. Two other sheds owned by the landlord stand near the new parking lot.

#### 4. Recreation/Athletics

One small playground set and a swing set serve the school. Sand without a containing curb lies beneath the playground and swing set. A small concrete basketball court with one goal stands in the northwest corner of the site.

The site lacks a playfield. A soccer goal sits in a dirt area west of the playground.

#### 5. Safety/Security

A five-foot-tall chain-link fence encloses the site. On the day of the evaluation, the fence was partially removed in the southwest corner to accommodate the installation of the parking lot but would be restored the next day.

The parking lots are well-lit, with pole-mounted light fixtures in good shape. One transformer sits in the center of the playground, and a large cell tower disguised as a palm tree stands next to the new parking lot, west of the portable. A six-foot-tall fence and gate topped with concertina wire surround the tower and a generator and transformer next to it. Three utility hotboxes stand near the site entrance along Valley Drive. The gas meter hangs on the north side of the Main Building.

No designated fire lane lies on the site. The closest fire hydrant stands 770 feet to the south, within the city limits.

No cameras surveil the property. A residential-grade security camera doorbell hangs on the front gate.

#### 6. Accessibility Attributes

The site is mostly Americans with Disability Act (ADA) compliant, and clear access leads from the ADA parking space to the building's main entrance. No ADA path leads to the outdoor learning, nor is there an ADA picnic table available. No accessible route leads to the playground, which lacks accessible play equipment.

The site offers one ADA parking space. It is primarily compliant but lacks the no parking designation in the access aisle.

# Building Assessment



## 1. Building Assessment

Raices del Saber Xinatchtli Community School comprises one permanent Main Building and one double-classroom portable building. A portable restroom building with storage on one end stands outside of the classroom portable. The Main Building contains the administrative offices and classrooms for kindergarten and first grade. Second and third-grade classes occur in the double portable. The Main Building sits adjacent to the east, original parking lot, and the portable stands to the west behind the Main Building.

## 2. Exterior

The Main Building includes a concrete slab-on-grade foundation in good shape. The frame walls exhibit an exterior stucco finish in good condition. A mural featuring the school's name, mountains, and hummingbirds graces the front (east) elevation of the building. The shingle roof, installed in 2019, is in good repair, and modified bitumen roofing in good shape protects the low-slope portions of the building. Exterior doors are residential-style multi-panel fiberglass in good shape. Operable, single-hung, vinyl-frame windows with insulated glass units in good condition provide ventilation to most spaces. Mini-blinds hang at all windows.

## 3. Interior

The building's main entrance, on the northeast corner, leads into a narrow entrance hallway. Three corridors forming an H shape comprise the main circulation path through the building. Along the east side of the entrance hall lies a small office shared by the Operations and Community Engagement Director, the art teacher, and the nurse. Adjacent sits the receptionist, and past the receptionist lies the office of the Head of School and a staff restroom. A second hallway runs perpendicular to this corridor, ending in a T at the reception area. The south side of this hallway holds the teachers' lounge and workroom. The north side holds a multipurpose room, currently serving as an instructional space for the Special Education (SpEd) teacher. A third hallway, forming the end of the H, runs north-south. It leads to a classroom and the small warming kitchen on the north end, and on the south end, accesses the student restrooms. The west side of this hall accesses a large classroom, and through it, another classroom to the west. All classrooms offer access from the exterior of the building, but the far west classroom is the only one without direct interior access from a corridor.

The finishes are all in good condition. Vinyl composition tile (VCT), painted walls, and painted, hard-lid ceilings complete the corridors. The three offices, teachers' lounge, and SpEd classroom also include VCT and painted walls, and the ceilings show direct-applied acoustic ceiling tile (ACT). The high, sloped ceilings in the SpEd classroom and the teachers' lounge offer ceiling fans. Classrooms include suspended ACT, painted walls, and VCT. Interior doors are residential-style multi-panel fiberglass in good shape, but the doors do not lock.

The casework is all in good condition. Casework with laminate counters stands in all classrooms, the warming kitchen, the teachers' lounge, the Director of Operations and Community Engagement's office, and the reception office. The casework in the reception area and the Director of Operations and Community Engagement's office is cumbersome and crowds the small rooms.



Signs are inconsistent and not consistently accurate.

#### 4. Systems

Three packaged heating/cooling rooftop units and one split system condition the Main Building. The systems reportedly function well.

Classroom light fixtures use LED bulbs.

Three restrooms serve the Main Building; one unisex single-occupant staff restroom and two single-occupant all-gender student restrooms. Restrooms are all in good condition with VCT floors and painted walls and ceilings. The fixtures are in good repair. The kindergarten classroom and one first-grade classroom include dedicated single-occupant restrooms with VCT, painted walls, and painted ceilings in good shape. The door to the restroom in the kindergarten room does not close.

One pair of high-low drinking fountains hangs in the hallway near the student restrooms. The drinking fountains had coverings due to Covid regulations on the day of evaluation.

One janitor's closet, within the western first-grade classroom, serves the building. It includes VCT flooring and a floor-mounted mop sink.

Electrical service runs underground and functions well.

The building exhibits no energy conservation measures.

#### 5. Safety/Security

No cameras surveil the facilities. An intercom/public address (PA) system is partially wired but not completely installed. Contractors installed some wiring for electronic door access/card swipes, but it is incomplete. The school does not offer a master phone system or receivers in all offices and classrooms.

A fire alarm system protects the building.

#### 6. Portables

Two portables sit on the property: a double classroom portable and a small portable restroom with attached storage. The double classroom portable is in good condition overall. The carpet is in good repair, and the interior composite panel walls and ACT are in fair shape with some stains. The restroom portable is in fair shape. Its concrete slab serves as the floor, and the walls and ceiling hold composite panels. A small mini-split unit heats and cools the space.

#### 7. ADA and Code Compliance

The building and portables are generally compliant, with few exceptions.

The restroom portable lacks a rear horizontal and a vertical grab bar. One of the student restrooms in the Main Building is missing the rear horizontal grab bar. A taller toilet offers a dual-flush tank. The rear horizontal grab bar is missing to accommodate the taller toilet.

A cabinet in the staff restroom obstructs the required clear floor space.

Casework under the sinks in the kindergarten, one of the first-grade classrooms, and the restrooms provide clear knee space, but many items sit stored beneath the sinks.

Tactile and Braille signs hang at all doors but not all in the correct locations. No signs hang in the classroom portable, and the restroom portable's sign hangs incorrectly.

A metal ramp and stair access the classroom portable and are in good shape.

No permanent objects protrude into the paths of travel.

## Adequacy and Environment



### 1. Adequacy and Environment for Education

The school has a parent's council but lacks space for an assembly or a large parents' meeting.

The site, at less than three acres, is triangle-shaped and offers a limited buildable area.

The school is proliferating and is currently managing growth well but anticipates rapid growth in the next three years.

The school provides free after-school care for students and lacks dedicated space for this function. Storage for the after-school program lies shoehorned into hallways and classrooms throughout the campus. The anticipated new portable will reportedly provide a space dedicated to the aftercare program.

### 2. Support

The administrative spaces do not meet current needs. The staff would like to hire an administrative assistant but cannot offer them a work space.

The room planned as the nurse's office serves as the office of the Operations and Community Engagement Director and the art teacher. This room also does triple duty as the Covid isolation room with a small cot at one end. The school lacks a dedicated nurse's office. The staff anticipates a grant to fund a half-time nurse but cannot offer the nurse a work space.

The warming kitchen is quite small, and it is difficult for more than one person at a time to work in the room. The school serves breakfast, lunch, and dinner free of charge to students. The school's catering company says the cost of food would decrease if they had space to heat and serve from large trays of food, rather than individually package all the meals.

Storage is inadequate. Items pack hallways, clear knee spaces under sinks, and classrooms.

### 3. Program Spaces

The school offers no library or media center.

Physical education (PE) occurs outdoors due to the lack of a multipurpose room or gym. Storage of PE equipment occurs all over the school.

Special education occurs in a limited space with no room for an OT/PT (occupational therapy/physical therapy) or life skills room. The school offers no restroom or changing room for SpEd.

The school offers no indoor assembly space.

The school offers no computer lab.

The school offers no art room. The art teacher keeps items stored in various places throughout the

school.

Classrooms are generally adequate but accommodate storage for programs not related to the room's program.

## Building Additions/Issues

### *1. Main Building*

Constructed: 2000

Square Feet: GSF

Foundation/Slab/Structure: Concrete slab on grade

Roof: Shingles, modified bitumen

Exterior Walls: Stucco over frame

HVAC: Rooftop-mounted heat and air conditioning, split system

Fire Protection: Alarm, no sprinklers

### Site Plan



### Review Participants

Nancy Brooks, ARC Facility Evaluator

*This page is intentionally blank.*

Raices del Saber Xinachtli Community School FCA 2021  
 100 · Elementary School  
 CIP Project Summaries

Project No.	Code	Project Name	MACC	Project Budget
100.2001	3.06.A03.1.2.	ADA Site Improvements	\$1,550	<b>\$1,976</b>
100.2002	4.06.B08.4.	Playground Improvements	\$197,901	<b>\$252,324</b>
100.2003	4.06.B09.2.	Playfield Installation	\$129,946	<b>\$165,681</b>
100.2004	4.05.D06.2.	Security Improvements	\$53,005	<b>\$71,027</b>
100.2005	4.05.E01.2.	Interior Improvements	\$8,859	<b>\$11,871</b>
100.2006	3.05.A03.3.2.	Interior ADA Improvements	\$2,332	<b>\$3,125</b>
100.2007	6.02.F01.3.	Building Addition	\$2,494,815	<b>\$3,417,897</b>
<b>Total of Project Budgets</b>				<b>\$3,923,900</b>

# Project 100.2001 · ADA Site Improvements

**Facility:** Elementary School      **IDNO:** 100  
**Category:** 3. **Type 1:** 06. **Type 2:** A03.1. **P/Class:** 2.



## *Project Description*

Near the Main Building's southwest corner, a walkway leading south does not connect to the adjacent walkway running east-west. The outdoor learning area does not have a concrete slab or accessible surface beneath it. No accessible route leads to the playground, which lacks an ADA swing. The site offers one ADA parking space. It is primarily compliant but lacks a no parking designation in the access aisle.

Extend the walkway to connect the two sidewalks at the Main Building's southwest corner. Install a concrete slab in the learning area. Install an ADA path to the playground and an ADA swing. Restripe the access aisle at the ADA parking space to meet requirements.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install sidewalk and slab	1.1119	115.0	SF	1.00	\$8.03	\$923
2	Install ADA swing	1.3157	1.0	EA	1.00	\$500.00	\$500
3	Install striping (adj. for demo, scope)	1.1412	1.0	Stall	0.33	\$382.31	\$126
Maximum Allowable Construction Cost							\$1,550
<b>Total Project Cost</b>							<b>\$1,976</b>

# Project 100.2002 · Playground Improvements

**Facility:** Elementary School      **IDNO:** 100  
**Category:** 4. **Type 1:** 06. **Type 2:** B08. **P/Class:** 4.



## *Project Description*

One small playground set and a swing set serve the school. The playground is appropriate for younger students. Sand with no containing curb lies beneath the playground and swing set. A small concrete basketball court with one goal stands in the site's northeast corner.

Move the playground closer to the kindergarten classrooms. Install a fence enclosing the playground equipment adjacent to the kindergarten classrooms and accessible only to kindergarten students. Install a playground with equipment appropriate for older elementary students, including ADA access to the playground. Install wood-chip fall protection with rubber curbing beneath all playground equipment.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Move playground	0.0000	2.0	EA	1.00	\$2,500.00	\$5,000
2	Install fence	1.4113	110.0	LF	1.00	\$41.92	\$4,611
3	Install playground (adj. for size, scope)	1.3142	1.0	EA	0.50	\$250,900.00	\$125,450
4	Install fall protection	1.3146	2,000.0	SF	1.00	\$30.76	\$61,520
5	Install rubber curb	1.3141	110.0	LF	1.00	\$12.00	\$1,320
Maximum Allowable Construction Cost							\$197,901
<b>Total Project Cost</b>							<b>\$252,324</b>



# Project 100.2003 · Playfield Installation

**Facility:** Elementary School      **IDNO:** 100  
**Category:** 4. **Type 1:** 06. **Type 2:** B09. **P/Class:** 2.



## *Project Description*

The school lacks a playfield. A soccer goal sits in a dirt area west of the playground.

Install an artificial turf playfield in the area west of the anticipated portables and north of the new parking lot.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install playfield (adj. for size)	1.3119	1.0	EA	0.10	\$1,299,458.16	\$129,946
Maximum Allowable Construction Cost							\$129,946
<b>Total Project Cost</b>							<b>\$165,681</b>

# Project 100.2004 · Security Improvements

**Facility:** Elementary School **IDNO:** 100

**Category:** 4. **Type 1:** 05. **Type 2:** D06. **P/Class:** 2.

## *Project Description*

No cameras surveil the property or the interior of the buildings. Wiring lies partially installed for electronic door access/card swipes.

Install surveillance cameras inside the Main Building and all four portables and outside at critical points on the campus. Install entry card readers at all doors accessing the Main Building and portables, including the anticipated new portables.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install camera monitoring system (includes 3 cameras)	2.4023	1.0	EA	1.00	\$22,218.00	\$22,218
2	Install additional cameras	2.4024	12.0	EA	1.00	\$1,110.90	\$13,331
3	Install entry card readers	2.4012	17.0	EA	1.00	\$1,026.83	\$17,456
Maximum Allowable Construction Cost							\$53,005
<b>Total Project Cost</b>							<b>\$71,027</b>

# Project 100.2005 · Interior Improvements

**Facility:** Elementary School      **IDNO:** 100  
**Category:** 4. **Type 1:** 05. **Type 2:** E01. **P/Class:** 2.



## *Project Description*

The casework in the reception area and the office of the Director of Operations and Community Engagement is cumbersome and crowds the small rooms.

Remove the casework in the reception area and the office of the Director of Operations and Community Engagement. Replace with appropriate furniture.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Remove casework	2.3516	12.0	LF	1.00	\$45.11	\$541
2	Paint walls	2.3319	120.0	SF	1.00	\$2.65	\$318
3	Install furniture	3.1121	1.0	Per	1.00	\$8,000.00	\$8,000
Maximum Allowable Construction Cost							\$8,859
<b>Total Project Cost</b>							<b>\$11,871</b>

# Project 100.2006 · Interior ADA Improvements

**Facility:** Elementary School      **IDNO:** 100  
**Category:** 3. **Type 1:** 05. **Type 2:** A03.3. **P/Class:** 2.



## *Project Description*

The restroom portable lacks a rear horizontal and a vertical grab bar. One of the student restrooms in the Main Building lacks a rear horizontal grab bar. A rear horizontal grab bar is missing to accommodate a tall toilet. A cabinet in the staff restroom sits in the required clear floor space. The casework in the kindergarten, one of the first-grade classrooms, and the restrooms provides clear knee space under the sinks, but many items sit stored beneath the sinks. Tactile and Braille signs hang at all doors, but some hang in non-compliant locations. No signs hang in the classroom portable, and the restroom portable's sign hangs in a non-compliant location.

Install grab bars in the portable restroom. Convert the unisex student restroom missing the rear horizontal grab bar into a non-ADA designated restroom by replacing the sign at the door. Relocate signs to ADA-prescribed locations where needed, and re-sign the rooms accurately as needed. Install signs in ADA-prescribed locations at the portables and the portable restroom.

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Install grab bars (adj. for scope)	2.3724	1.0	Set	0.66	\$312.96	\$207
2	Install signs	2.3617	15.0	EA	1.00	\$95.75	\$1,436
3	Relocate signs	2.3713	5.0	EA	1.00	\$137.80	\$689
Maximum Allowable Construction Cost							\$2,332
<b>Total Project Cost</b>							<b>\$3,125</b>

# Project 100.2007 · Building Addition

**Facility:** Elementary School      **IDNO:** 100  
**Category:** 6. **Type 1:** 02. **Type 2:** F01. **P/Class:** 3.

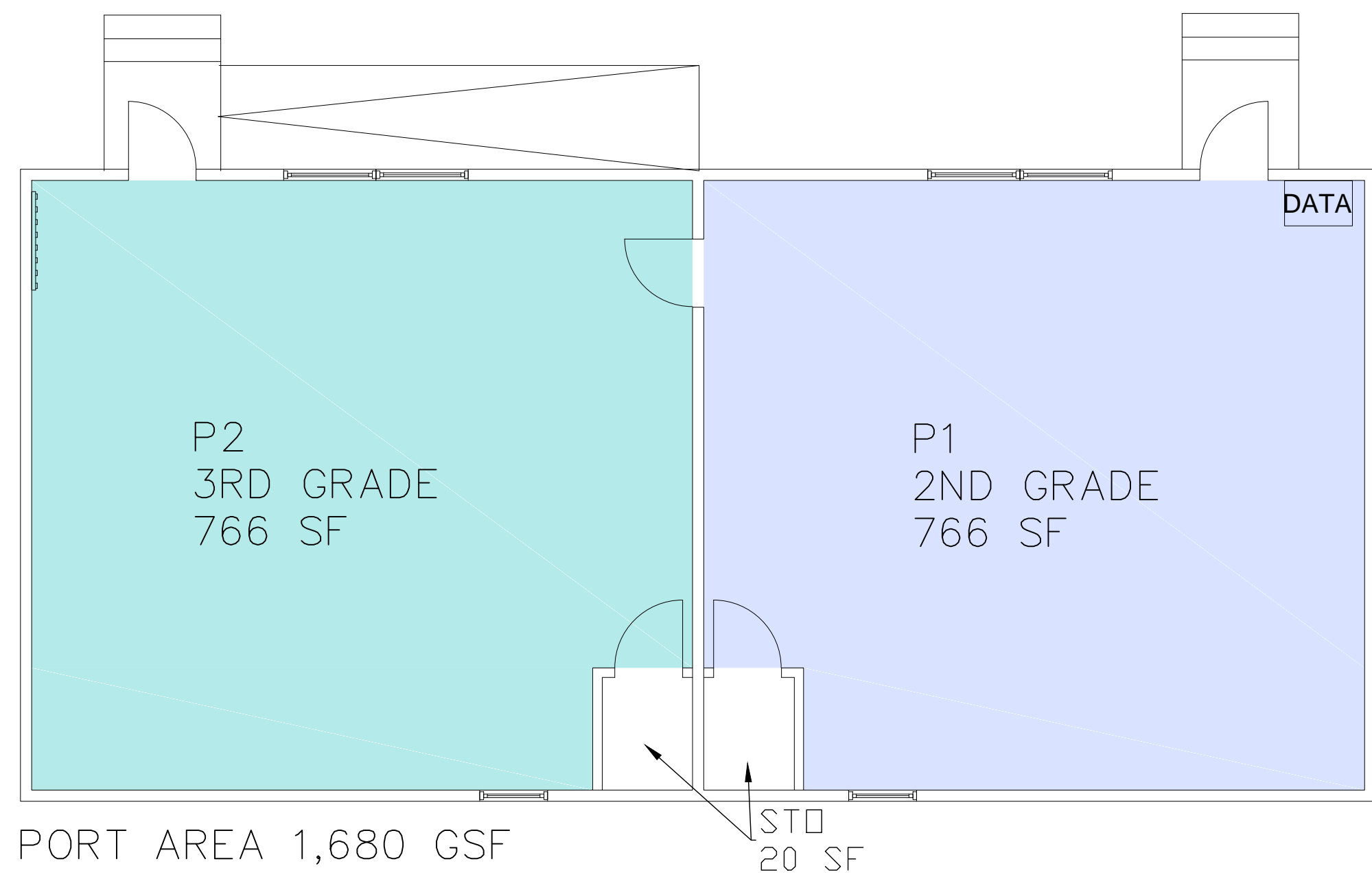
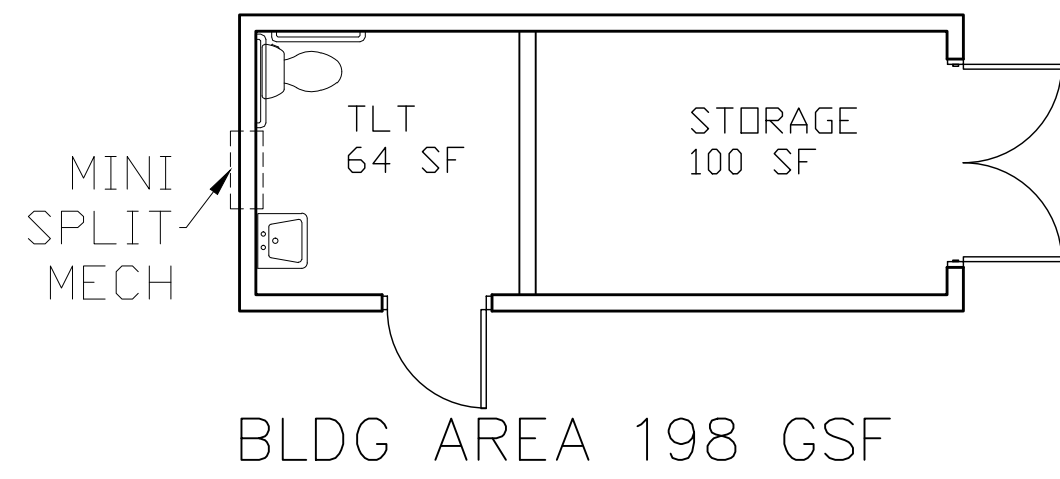
## *Project Description*

The school has a parent's council but lacks space for an assembly or a large parents' meeting. The school is growing rapidly and is managing growth well, but anticipates rapid growth in the next three years. The administrative spaces do not meet current needs. The school would like to hire an administrative assistant but can offer no workspace for them. The room planned as the nurse's office serves as the office of the Operations and Community Engagement Director and the art teacher. This room also does triple duty as the Covid isolation room with a small cot at one end. The school offers no dedicated nurse's office. The staff anticipates a grant to fund a half-time nurse but cannot offer them a workspace. The current special education classroom is not adequate. The warming kitchen is quite small, and it is difficult for more than one person to work in the room. The school serves breakfast, lunch, and dinner free of charge to students. The school's catering company says the cost of food would decline if they had space to heat and serve from large trays of food rather than individually package all the meals. Storage is inadequate. Items pack into hallways, clear knee spaces under sinks, and in classrooms.

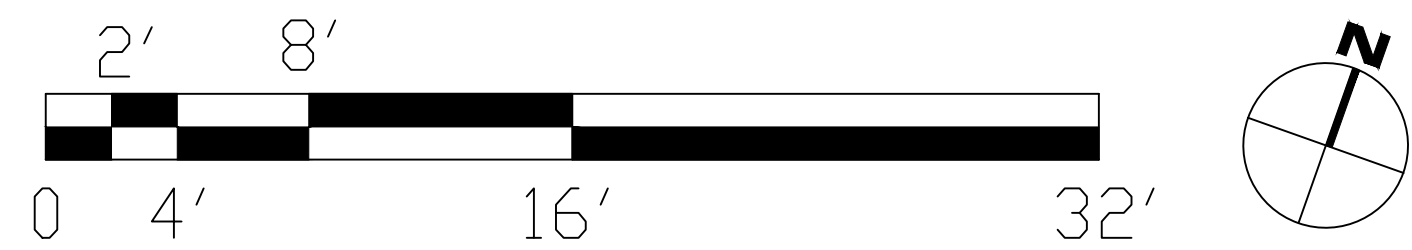
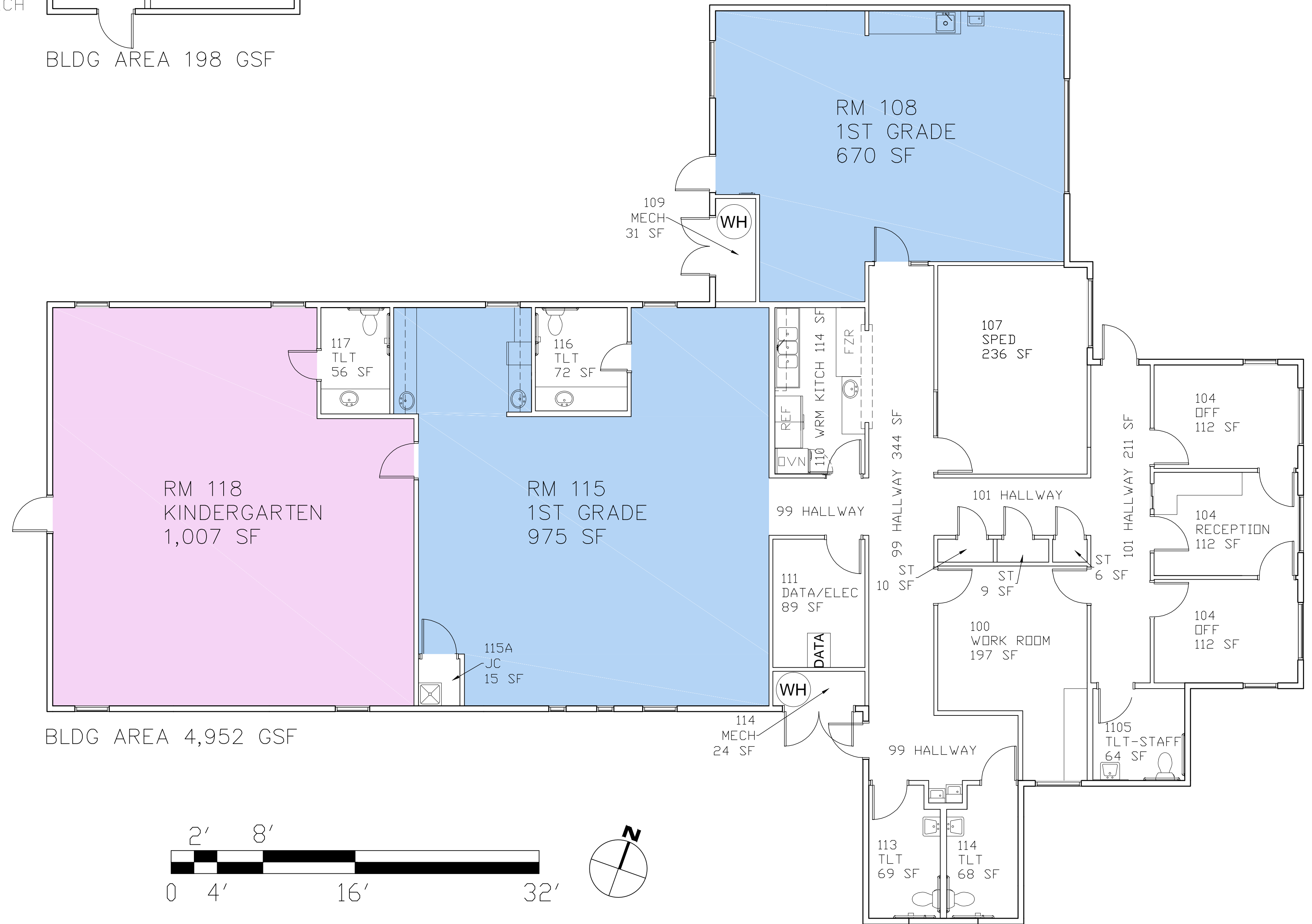
Construct an addition including a multipurpose room (2,600 sf) with dedicated storage (200 sf), offices (2 x 100 sf), a nurse's area (150 sf), a warming kitchen with space for serving (160 sf), general storage (300 sf), an art classroom (800 sf) with storage (60 sf), an adequate special education classroom (450 sf), and a library/media center (1,000 sf).

Addition:  $2,600 + 200 + 200 + 150 + 160 + 300 + 800 + 60 + 450 + 1,000 = 5,920 / .7 = 8,457$  GSF

	Description	Cost Code	Quantity	Unit	Adjustment	Cost	Subtotal Cost
1	Construct addition	3.2111	8,457.0	SF	1.00	\$295.00	\$2,494,815
Maximum Allowable Construction Cost							\$2,494,815
<b>Total Project Cost</b>							<b>\$3,417,897</b>

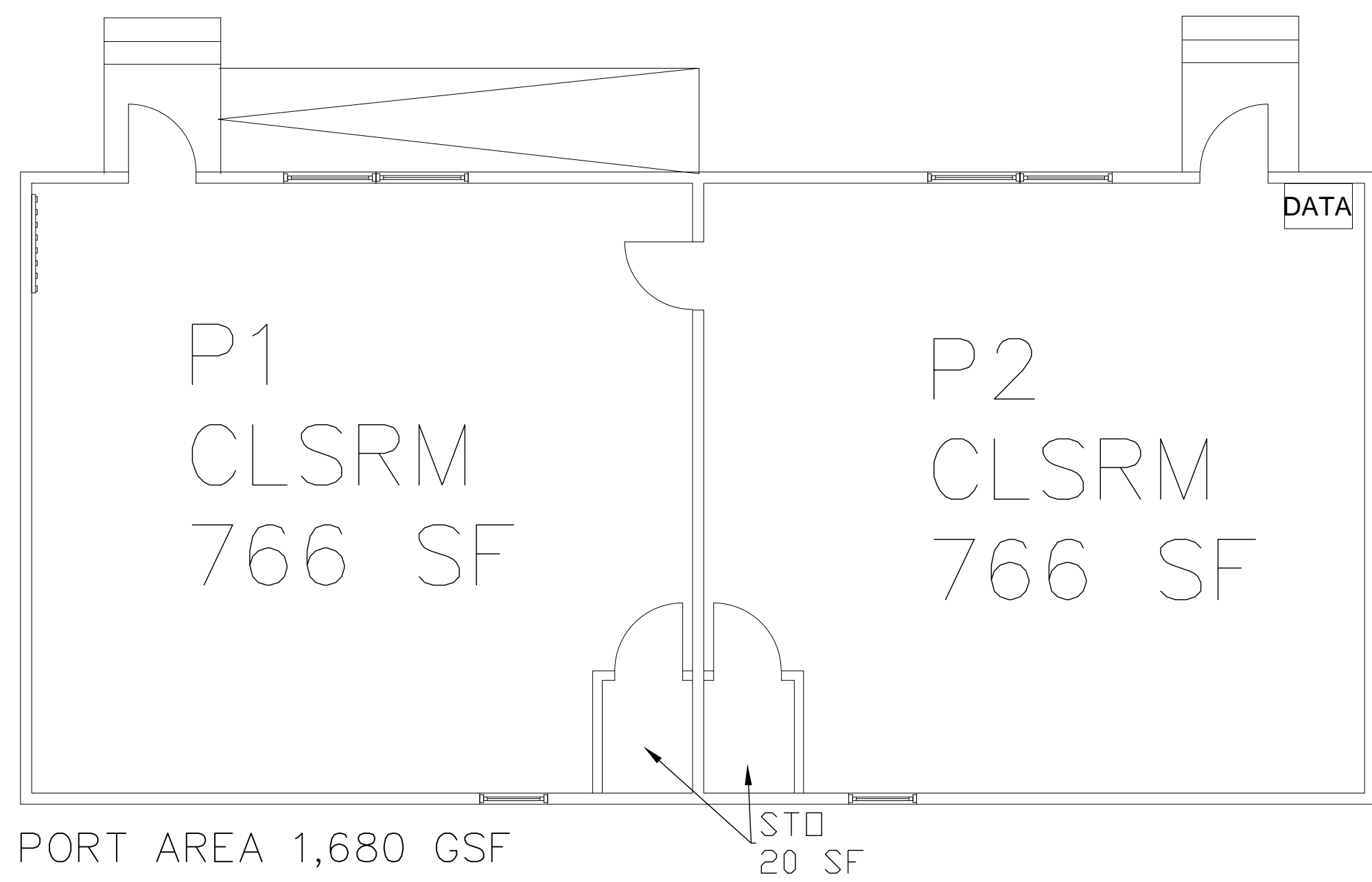
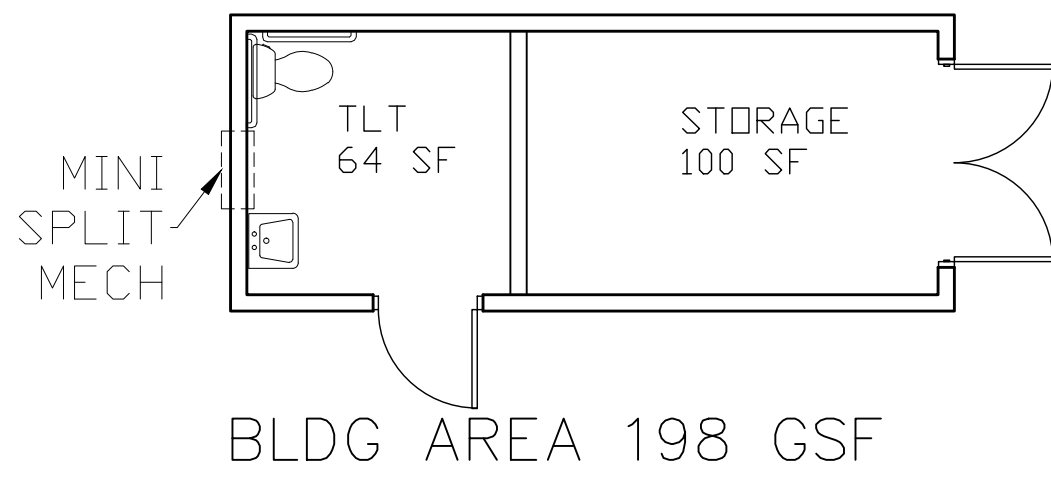


NOTE: Portables P3-P6 are purchased, but not on site. The purchased portables floor plans are not currently available. Depicted portables are for planning purposes only.

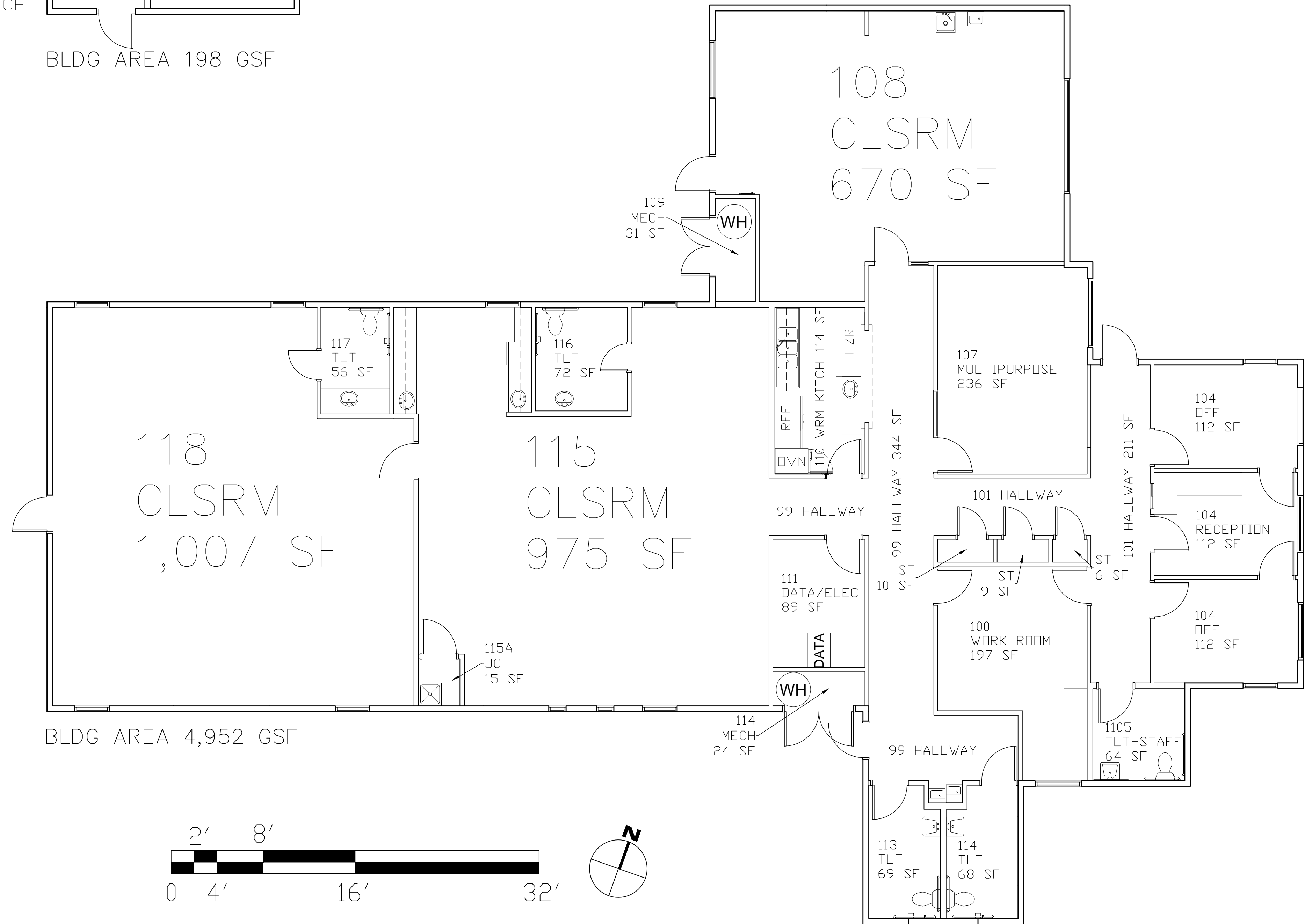


- CLASSROOM USE KEY
- KINDERGARTEN (18:1)
  - 1ST GRADE (18:1)
  - 2ND GRADE (18:1)
  - 3RD GRADE (18:1)
  - SHARED PRGMS
  - SPED; SPECIAL PRGMS

**NACA Inspired School Network**  
**RAICES DEL SABER XINACHTLI**  
**2021-22 SY (Current Use)**  
**4,952 GSF Permanent**  
**1,680 GSF Portable**  
**For Planning Purposes Only**



NOTE: Portables P3-P6 are purchased, but not on site. The purchased portables floor plans are not currently available. Depicted portables are for planning purposes only.



NACA Inspired School Network  
 RAICES DEL SABER XINACHTLI  
 2021-22 SY (Current Use)  
 4,952 GSF Permanent  
 1,680 GSF Portable  
 For Planning Purposes Only

Classroom Need Detail Analysis

Assignment	Perm	Port	Prgm Sp	PTR	2021-22 Enroll*	Avail Seats
Kindergarten	1			18	18	0
1st Grade	2			18	35	1
2nd Grade		1		18	21	-3
3rd Grade		1		18	19	-1
4th Grade						
5th Grade						
SPED in Cap						
SPED/Sp Pgms						
Shared Prgms						
Other Use Cap						
Other Use No Cap						
<b>Total</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>72</b>	<b>93</b>	<b>-3</b>
Total CR/Prgm Sp on Site:			<b>5</b>			

Note: Per charter application, enrollment capped at 220 for grades K-5. At 2 CRs per grade = 18.5/students per classroom

Utilization Detail Analysis

Grade Level	2021-22 Enroll*	SPED 2019	No. Tchrs	No. CRs
Kindergarten	18		1	1
1st Grade	35		2	2
2nd Grade	21		1	1
3rd Grade	19		1	1
4th Grade				
5th Grade				
SPED in Cap				
SPED/Sp Pgms				
Shared Prgms				
Other Use Cap				
Other Use No Cap				
<b>Total:</b>	<b>93</b>	<b>0</b>	<b>5</b>	<b>5</b>

NMAC preK/K nsf/Student	50
NMAC 1st-6th nsf/Student	32
<b>No. of Lunch Turns Per Day*</b>	<b>1</b>

District	NACA Inspired School Network
School	Raices del Saber Xinachtli Community School
Date	2021-22 sy

Utilization Analysis

PSFA Bldg Utilization %:	100%
PSFA Avg Cr Loading %	103%
Raices Charter PTR Loading Efficiency %	103%

Capacity Analysis

40-day Enroll	w/Port			w/o Port		
	Max	Funct	Current Prgm	Max	Funct	Current Prgm
93	90	90	90	54	54	54

Classroom Need Analysis

	CR Cnt	Short CRs/ (Extra CRs)	Short CRs/ (Extra CRs)
Total CR on Site:	5		
Total CR Need 5 Yrs:	*		
Total CR Need 10 Yrs:	*		

\* See Future CR Need Results

1 2

3

School Detail Data							Capacity Detail Analysis									Utilization Detail Analysis Continued										
ALL CLASSROOMS (General, Art, PE, Computer Lab SPED, Title1, PT/OT, Etc.)							Design Use Capacity	With Portables			Without Portables			SF/PTR/Enroll			% CR Occup (see note)	Does CR Meet Adequacy	Hours Per Day Classroom is Used					UTILIZATION		
Teacher Name	Cr Use/Grade Level	Rm No.	CR SF	Perm	Port	Prgm Sp		Max	Funct	Current Prgm	Max	Funct	Current Prgm	NMAC SF/ Std Calc <sup>1</sup>	PTR per Charter	2021-22 Enroll*			M	T	W	TH	F	Total Hrs Used	Total Hrs Avail	Util %
Aceves, Carlos	Kindergarten	118	1007	1			20	18	18	18	18	18	20	18	18							0.0		100%		
Hoobler, Laura	1st Grade-Bil	115	975	1			30	18	18	18	18	18	30	18	16							0.0		100%		
Insunza, Iisis	1st Grade-Bil	108	670	1			21	18	18	18	18	18	21	18	19							0.0		100%		
Ribail, Juanita	2nd Grade-Bil	P1	766		1		24	18	18	18	0	0	0	24	18	21						0.0		100%		
Castro-Buenina, Jessica	3rd Grade-Bil	P2	766		1		24	18	18	18	0	0	0	24	18	19						0.0		100%		
Rigles, Filo	SPED/Read Intv	107	SF < 275								0															
Martinez, Kayla	Fine Art	On a Cart									0															
											0															
<b>Totals Current CR</b>							<b>3</b>	<b>2</b>	<b>0</b>	<b>119</b>	<b>90</b>	<b>90</b>	<b>90</b>	<b>54</b>	<b>54</b>	<b>54</b>	<b>90</b>	<b>93</b>				<b>TTL</b>	<b>0.0</b>	<b>0.0</b>		

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

Occupancy Utilization:	103%
Loading Utilization:	103%

Facility Utilization:	100%
-----------------------	------

\* Used 2020-21 published enrollment and moved students one grade except Kindergarten.





# 5 Appendix



## Contents

Project Plan

Meeting Presentations and Sign-In Sheets

FAD Redlines

Raices Preventive Maintenance Plan (Draft)

# 21725.000 Raices del Saber Xinachtli Community School

## Facility Master Plan 2022-2027

### Project Plan

**Description:** Assist Raices del Saber in the development and preparation of a 5-year Master Plan in accordance with PSCOC and PSFA "School District Facilities Master Plan Components and Guidelines."

**Scope:**

1. ARC will review, compare, and analyze the FAD reports, correct and update information.
2. ARC will coordinate a strategy for bringing the educational facilities up to an equitable level of health and safety; utilization and capacity for growth or decrease in enrollment; maintenance of facilities; and accommodate facility changes due to educational programs, upgrades and changing technologies.
3. ARC will physically inspect all educational facilities and compare those facilities against the established "Statewide Adequacy Standards" and the "A.S. Planning Guide."
4. ARC will recommend alternatives for maximum utilization and organization to include new construction, consolidation and campus re-organization. ARC will provided conceptual site.
5. ARC will create a Master Plan based on the hard data accumulated and collaborated with the Steering Committee, Governanace Board, and Raices del Saber staff.
6. ARC will coordinate potential funding strategies with the school's financial advisor.
7. ARC will conduct one (1) committee presentation, one (1) Governance Council/ community presentation.
8. Final documents will available digitally and in hard copy.

**Project Manager:** Nancy Brooks

**Raices del Saber FMP Coordinator:** Julia Rivera-Tapia, Head of School

**PSFA Sponsor:** John Valdez

**Successful Completion Criteria:**

Formal FMP Document completed and submitted to PSFA NLT December 23, 2021.

Provide a quality document acceptable to the PSFA and usable by the school.

**Assumptions:**

None

**Schedule:** See Attached

**Budget: \$13,587.38**

**FMP Team/ Contacts:**

<b>Name</b>	<b>Position</b>	<b>Org</b>	<b>Telephone</b>	<b>e-mail</b>
Julia Rivera	Head of School	Raices del Saber	575-222-0538 (O)	<a href="mailto:headsadministrator@raicesdelsaber.org">headsadministrator@raicesdelsaber.org</a>
Steering Committee	TBD	Raices del Saber		
John Valdez	Facilities Master Planner	PSFA	505-843-6272 (O)	<a href="mailto:jvaldez@nmpsfa.org">jvaldez@nmpsfa.org</a>
Mike Ortiz	Regional Manger	PSFA	505-397-2428	<a href="mailto:mortiz@nmpsfa.org">mortiz@nmpsfa.org</a>
Nancy Brooks	Project Manager & Evaluator	ARC, Inc.	505-842-1254 (O)	<a href="mailto:nbrooks@arcplanning.com">nbrooks@arcplanning.com</a>
Ailene O'Byrne	Director of Educational Services	ARC, Inc.	505-842-1254 (O) 505-414-4942 (C)	<a href="mailto:aobyrne@arcplanning.com">aobyrne@arcplanning.com</a>
Sharon Bloom	Quality Control	SBWorks	325-213-0925 (C)	<a href="mailto:sbloom@sbworks.cc">sbloom@sbworks.cc</a>
Liza Miller	Demographics	ARC, Inc.	505-842-1254	<a href="mailto:lmiller@arcplanning.com">lmiller@arcplanning.com</a>
Dolores Anderson	GIS/Contracts/ Billing	ARC, Inc.	505-842-1254	<a href="mailto:danderson@arcplanning.com">danderson@arcplanning.com</a>
Tim Price	IT Director	ARC, Inc	505-842-1254	<a href="mailto:tprice@arcplanning.com">tprice@arcplanning.com</a>
Dede Wilson	Information Analyst	ARC, Inc.	505-842-1254	<a href="mailto:dwilson@arcplanning.com">dwilson@arcplanning.com</a>
Erma Sedillo	Administrative Support	ARC, Inc.	505-842-1254	<a href="mailto:esedillo@arcplanning.com">esedillo@arcplanning.com</a>
Sheila Key	Editor	ARC, Inc.	505-842-1254	<a href="mailto:skey@arcplanning.com">skey@arcplanning.com</a>

**Stakeholders:**

Students and Parents of Raices del Saber  
Las Cruces Area Tax Payers  
NM Tax Payers  
Teachers and Staff of Raices del Saber  
Raices del Saber Governance Council  
PSFA/PED/PSCOC

**Roles and Responsibilities:**

	Project Mngt	Evaluation/ Summary/CIPs	Analysis	Review	Presentations	Final Report	Final Approval
ARC, Inc.	X	X	X	X	X	X	
PSFA				X			X
Raices			X	X			X

**Communication Plan:**

	General Correspondence	Critical Correspondence	As Needed	Draft Report	Final Report
Julia Rivera-Tapia	X	X	X	X	X
John Valdez		X	X	X	X
PSFA Regional Mngr		X	X		
Nancy Brooks	X	X	X	X	X

**Risks and potential solutions:**

1. Covid-19 Restrictions
  - a. Face masks
  - b. Remote interviews if preferred
  - c. Remote presentations/meetings if preferred.
2. Raices del Saber is a tenant
  - a. Establish a long term lease or purchase land for building
3. Construction expectations and ability to meet state requirements
  - a. Managing construction expectations to phase upgrades
4. Funding availability
  - a. Thorough FMP to present to PSCOC

**Change Control:**

1. All additional work/costs must be approved by the Governance Council prior to work



# Architectural Research Consultants, Incorporated

✉ 4906 Alameda Blvd, NE, Suite A, Albuquerque, NM 87113    ☎ (505) 842-1254    🌐 <https://arcplanning.com>

Raices del Saber Xinachtli Community School  
Steering Committee Meeting 1

November 19, 2021

Attendees:

- Julia Rivera-Tapia, Head Administrator
- Lucia Carmona, Director of Operations Community Engagement
- Elva Varela, Office Manager
- Nancy Brooks, ARC



# Architectural Research Consultants, Incorporated

✉ 4906 Alameda Blvd, NE, Suite A, Albuquerque, NM 87113 ☎ (505) 842-1254 🌐 <https://arcplanning.com>

## Raices del Saber Xinachtli Community School Steering Committee Meeting #1

November 19, 2021

### Meeting Minutes

#### Attendees:

- Julia Rivera-Tapia, Head Administrator
- Lucia Carmona, Director of Operations and Community Engagement
- Elva Varela, Office Manager
- Nancy Brooks, ARC

Nancy Brooks (ARC) presented the committee with a series of Capital Improvement Projects (CIPs) for the school to consider, including an addition to the main building.

#### Feedback and emerging issues:

- Long term the school would like more space, and possibly their own (owned) building.
- The school agrees with the assessment that they need more space to provide adequate amenities and education spaces, especially as they grow to fill the capacity allowed by their charter.
- A new tenant, a youth shelter, will soon occupy the house on the corner of the property. The school would like to find out more information on who the potential tenant is and how long they plan to lease the property.

#### Action items:

- The school will find out who the new tenant will be and the length of their lease.
- The four attendees of this meeting will meet again the week of November 29<sup>th</sup> via Zoom to discuss the next steps after the school knows more about the new tenant.





# Raices del Saber Xinachtli Community School



Architectural Research Consultants, Incorporated

November 19, 2021

# Agenda

- Introductions - Sign In Sheet
- Facility Master Plan Overview
- Review Mission and Vision Statements, Programs and Facility Facts
- Enrollment - Historic and Projected
- Capacity of Existing Facility and Classroom Needs
- Review Facility Evaluation and CIPs
- Questions and Next Steps





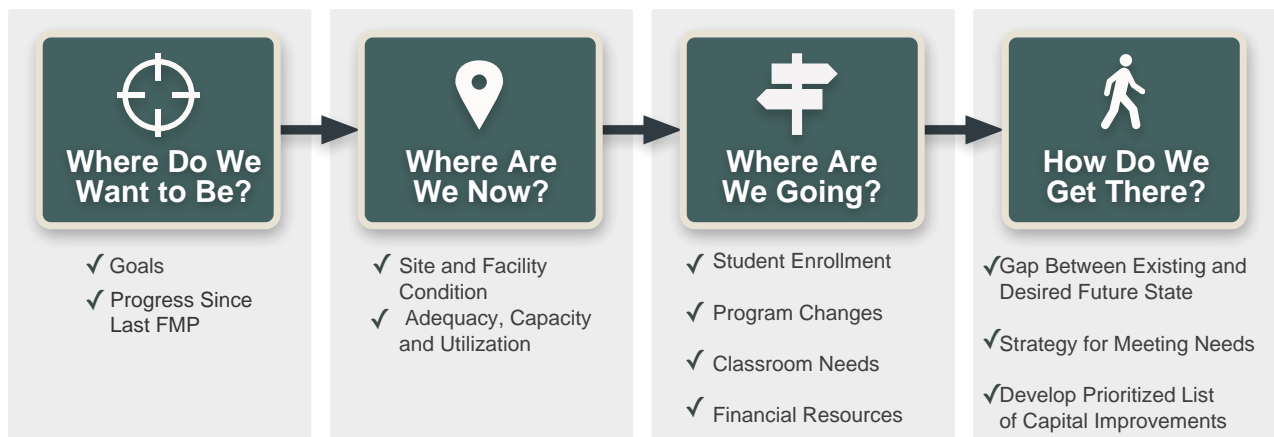


# Facility Master Plan



# Facility Master Plan

The master plan process is designed to help the district answer the following questions:





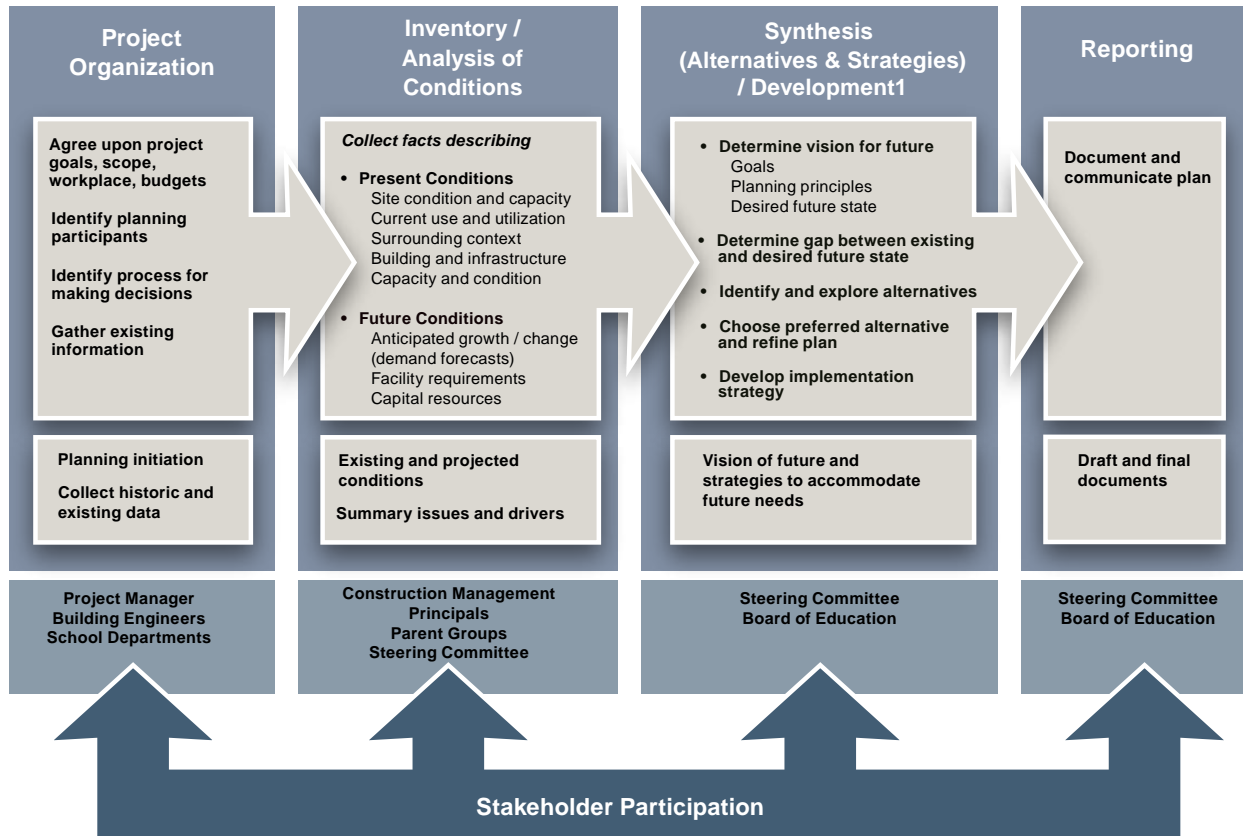
# Facility Master Plan

The FMP will:

- Describe the state of the in the state of the facilities and the learning delivery model of the school
- Assess facilities according to state adequacy standards, current building codes, ADA requirements and school planning expectations
- Guide capital planning decisions to support the schools' educational mission
- Discuss the long-range (10-20 year) vision of the schools in terms of facility needs and educational program delivery



# Facility Master Plan





# Facility Master Plan

This is an open and participatory process that

- Listens to the school staff, and provides stakeholders with opportunities to share their knowledge through
  - Completion of a questionnaire
  - Participation in interviews and meetings
- Provides all data for review
- Provides multiple opportunities to study information and make decisions
- Results in a prioritized capital needs list



# FMP Schedule

Proposed Project Schedule 2021  
Raices del Saber Xinachtli Community School

	Weeks	1	2	3	4	5	6	7	8	10	11	12	13	14	15	16	17	18
	Month	September				October				November				December				
	Beginning Day	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27
1.0 Project Organization																		
1.1 Administration and Set Up																		
2.0 Create Facility Base / Inventory																		
2.1 Research																		
2.2 Prep Drawing/ Files																		
2.3 Prepare Files by Site																		
3.0 Growth and Enrollment																		
3.1 Utilization Study																		
3.2 Capacity Study																		
3.3 Mapping																		
4.0 Evaluation of Facilities																		
4.10 File Finalization																		
4.20 Raices School and Grounds																		
4.30 Interviews																		
4.40 Committee Review/Redlining/Corrections																		
5.0 Prepare FMP Documents and Presentations																		
5.1 Preparing Draft Document																		
5.2 Presentation to Steering Committee																		
5.3 Incorporating Comments																		
5.2 Public/Parent Meeting																		
5.3 Incorporating Comments, Preparing Final Document																		
5.4 Formal Presentation to Governance Council																		



# Mission and Vision Statement





# Mission and Vision

Raíces del Saber Xinachtli Community School implements a developmentally appropriate rigorous academic program through an interdisciplinary curriculum that is experiential, participatory, biliterate, child-centered, and culturally responsive.

Our students learn Spanish and English, achieving academic proficiency in all subjects in both languages as they develop critical and creative thinking skills.

Raíces creates an environment where students and parents are valued as participants in the construction of knowledge and the creation of a learning community that promotes high academic performance, positive identity formation, and the reclaiming of cultural heritage.





# Demographics and Enrollment



# Enrollment Growth Factors

- ▶ Specialized focus, filling an unmet need
- ▶ New school facility
- ▶ Providing 3 meals / day
- ▶ Access to after-school child care



## Enrollment Drivers | Community Factors

### **Economic Trends**

- Jobs & Industry Growth

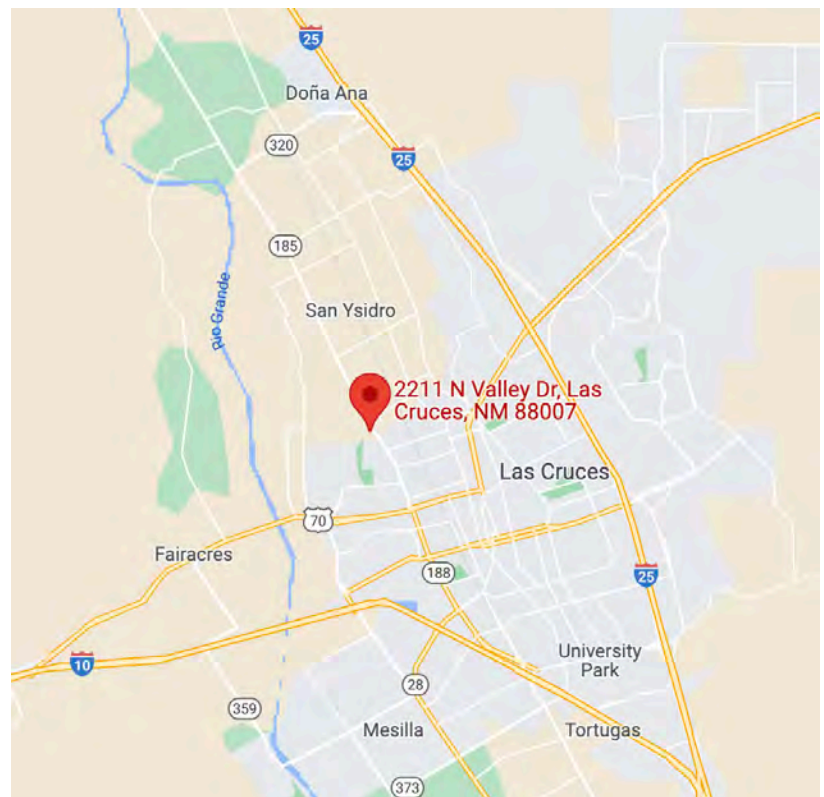
### **Housing Development**

- Building & Growth

### **Population Growth**

- Projections & trends
- Births & birth rates

### **Primary Driver: School Charter & Goals**



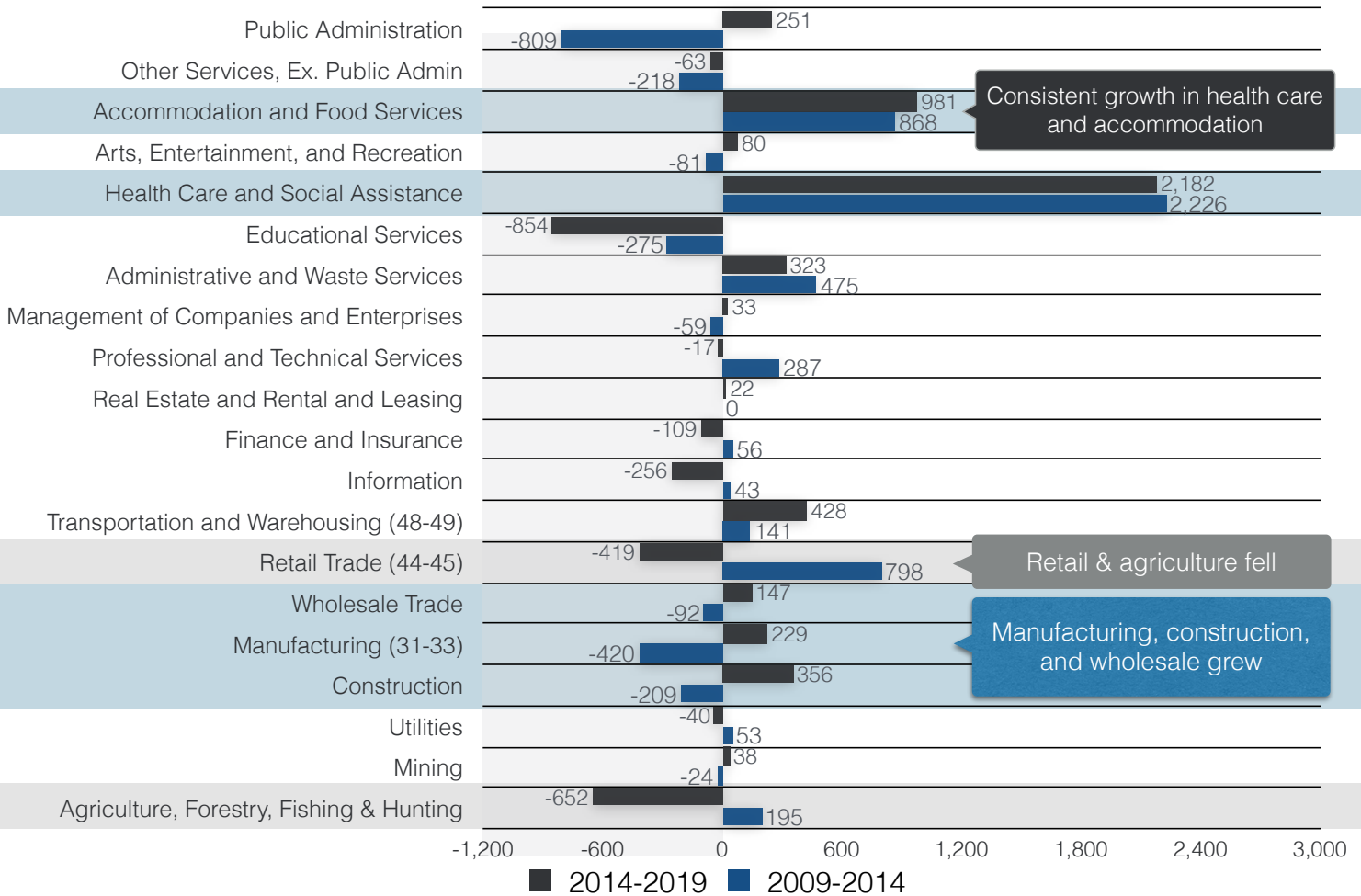


# Economic Trends

- ▶ Overall losses in jobs from 2010 to 2019
  - ▶ Growth in Health Care sector
  - ▶ Losses in public sector

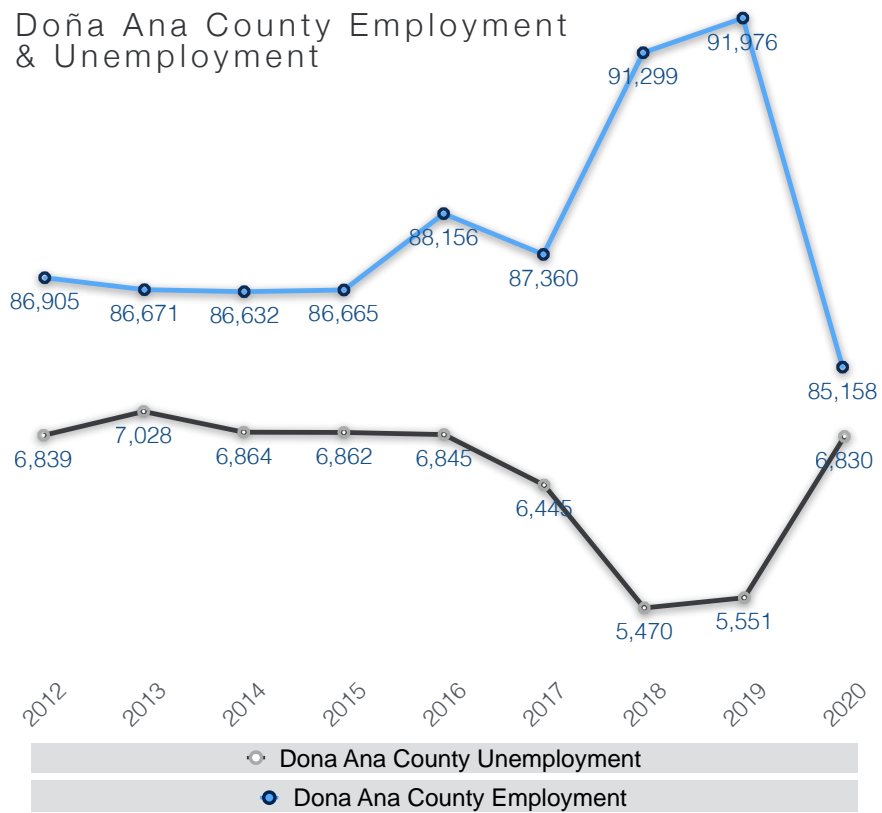


## Doña Ana County: Jobs Growth 2009 To 2014 And 2014 To 2019



Source: New Mexico Department of Workforce Connection: QCEW Annual Averages

# Unemployment, Employment in Doña Ana County



Source: New Mexico Department of Workforce Connection: QCEW Annual Averages



# Housing Trends

- ▶ **Housing development continues to be focused in North Mesa**
- ▶ **Several large developments underway**
- ▶ **Some apartment complexes and infill in central Las Cruces**
- ▶ **Slow, smaller scale single family development in Fairacres area**
- ▶ **Vista Rancho development planned in Columbia District**

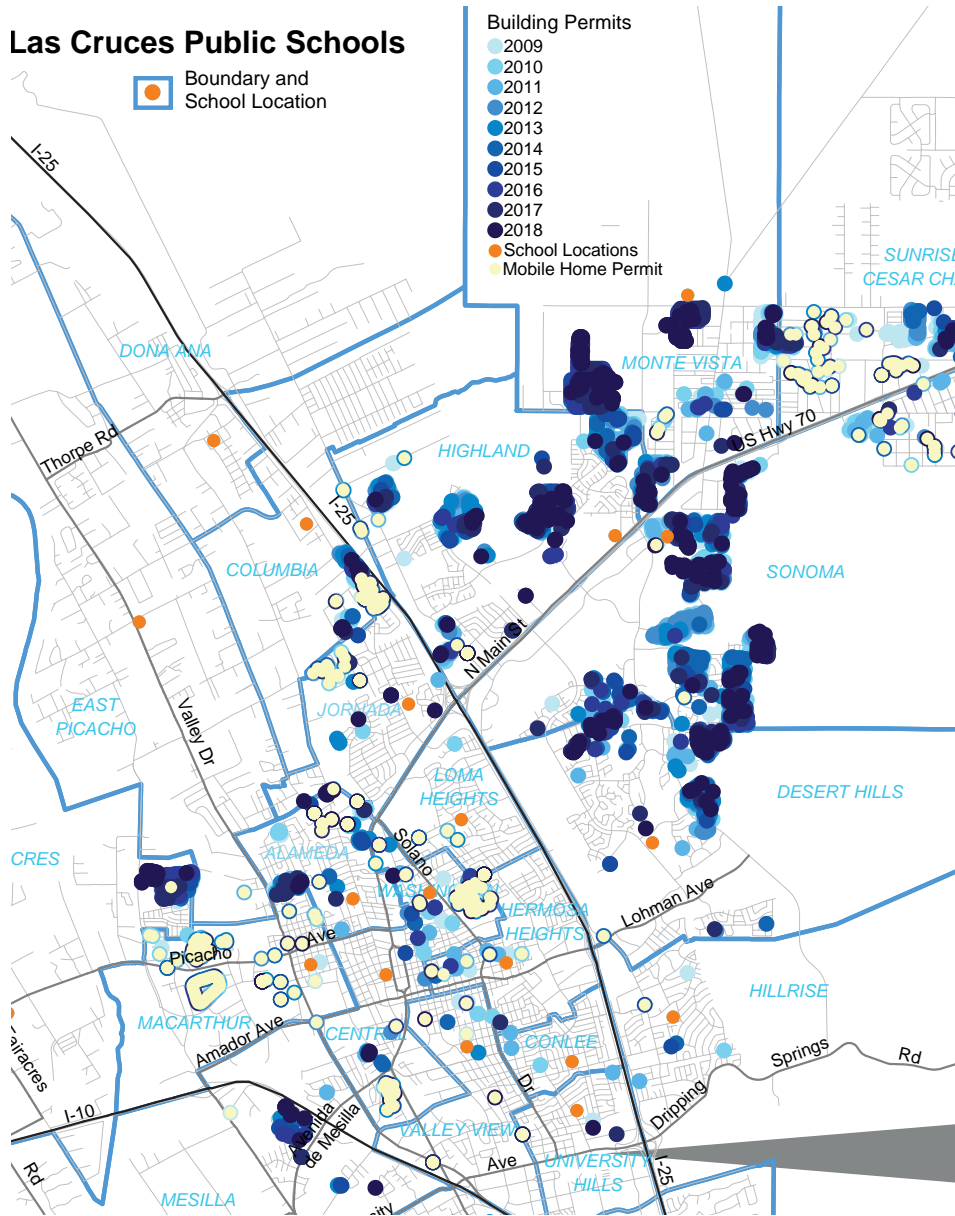




# Las Cruces Public Schools

Boundary and School Location

- Building Permits
- 2009
  - 2010
  - 2011
  - 2012
  - 2013
  - 2014
  - 2015
  - 2016
  - 2017
  - 2018
  - School Locations
  - Mobile Home Permit



Vast majority of new housing building permits issued in Las Cruces since 2009 are in the Northeast area.

Mobile Home permits most often indicate replacement units, not new development

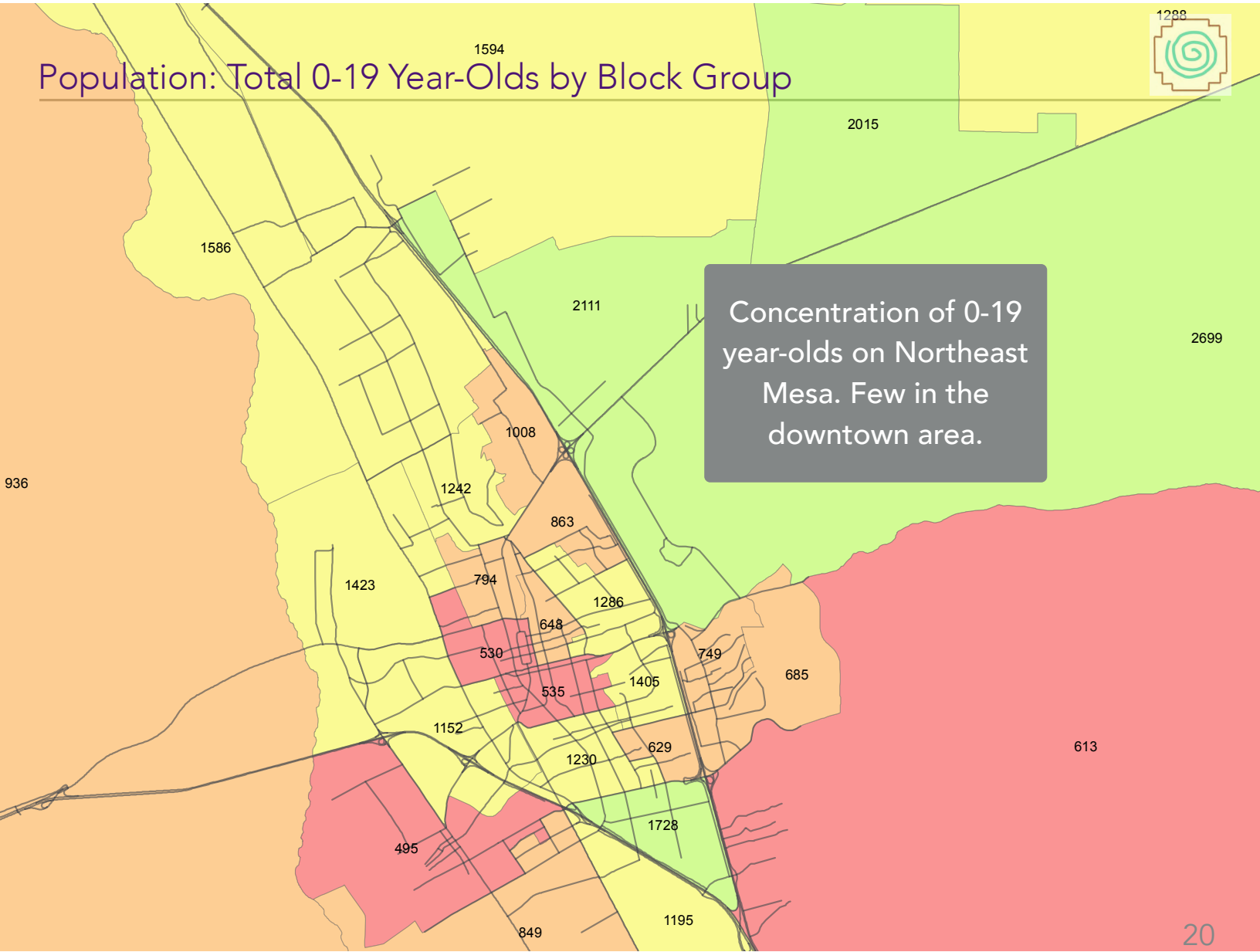




# Demographic Trends

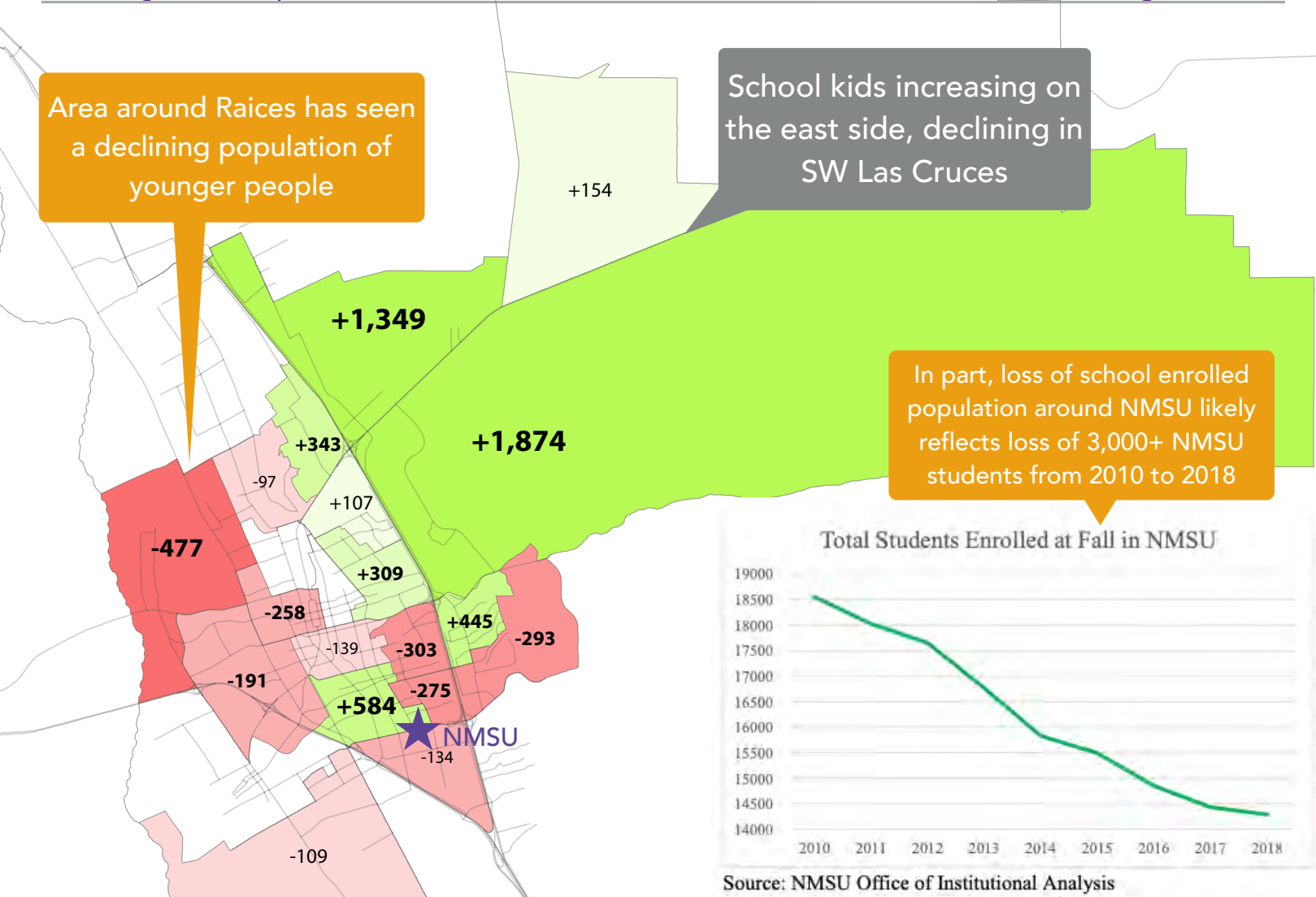
- ▶ **Growth projected for county & Las Cruces**
- ▶ **Population continues to age**
- ▶ **Births & birth rates continue to fall**

# Population: Total 0-19 Year-Olds by Block Group



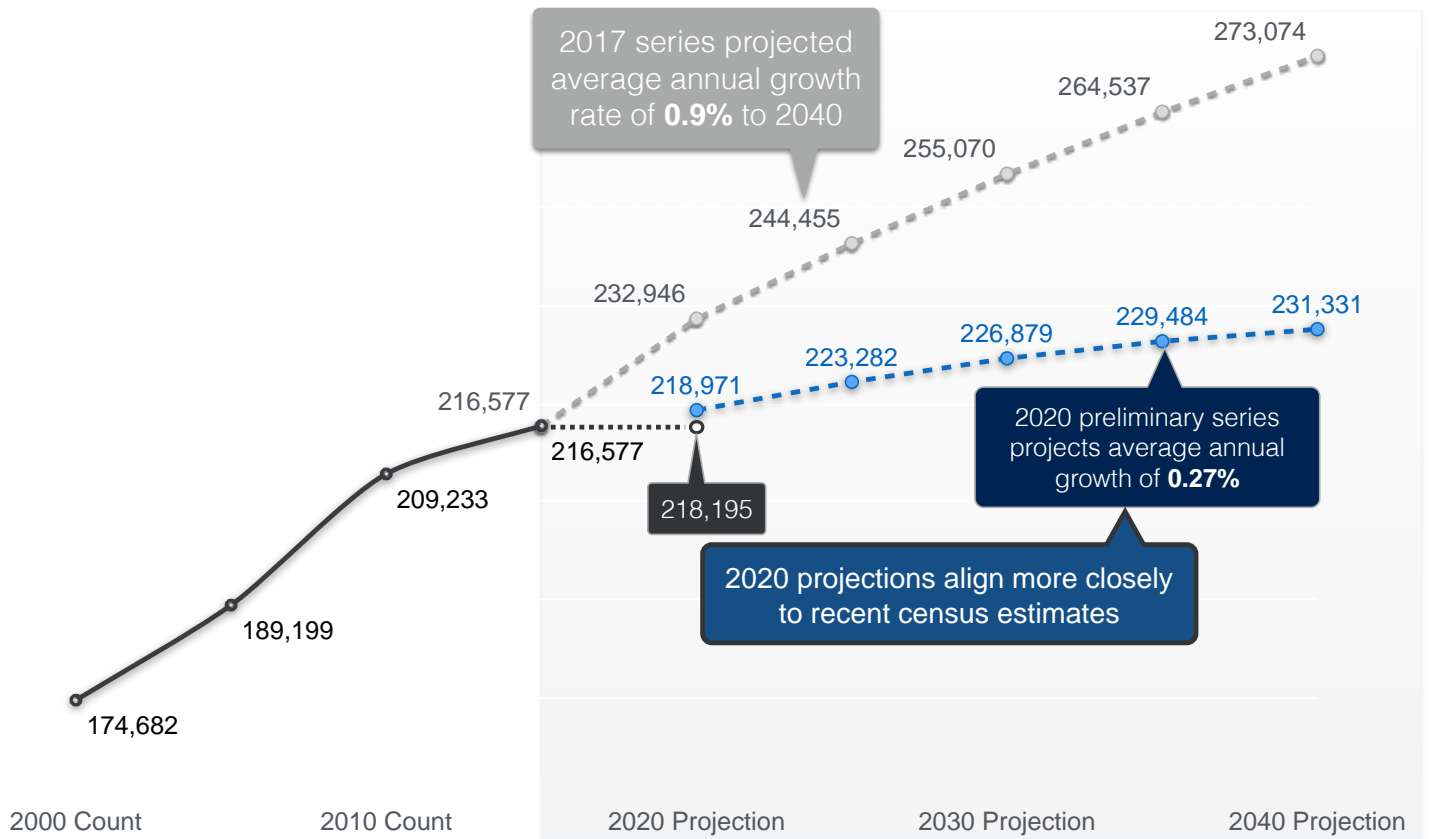


## Change in Population Enrolled in School 2010-2017 - includes higher ed





Historic and Projected Doña Ana County Population: 2015-2040

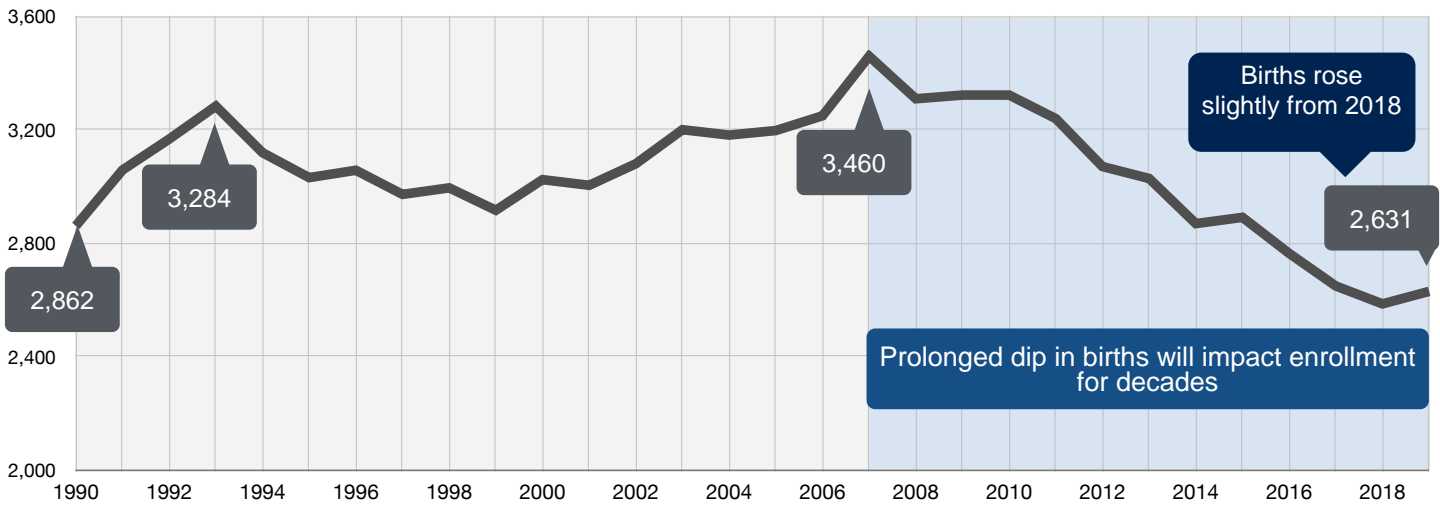


Source: University of New Mexico-Geospatial and Population Studies 2017, US Census Counts 2000, 2010, Census ACS Estimates 2015, 2019

# Demographics: County Births



Births in Doña Ana County: 1990-2019

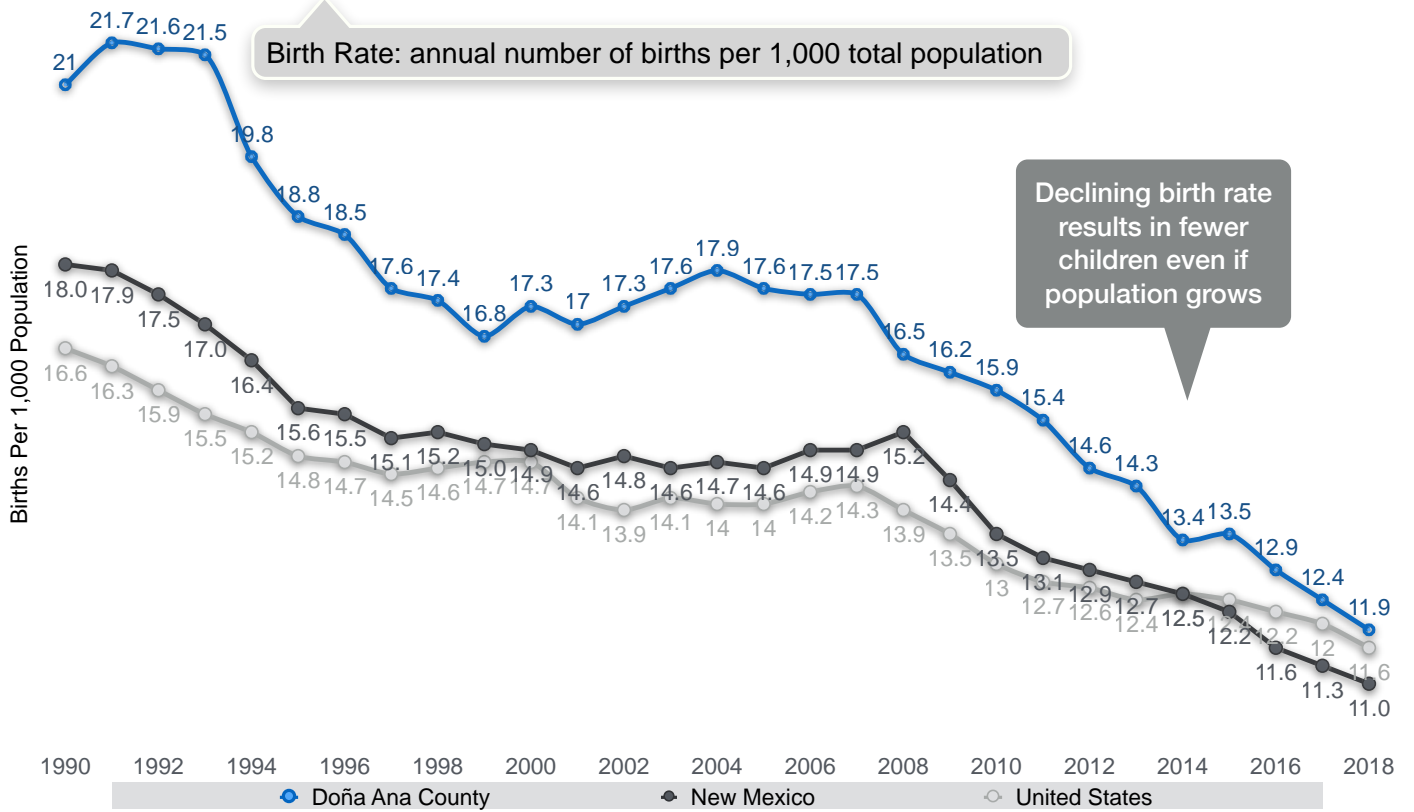


Source: New Mexico Department of Health, Indicator-Based Information System for Public Health website: <http://ibis.health.state.nm.us/>

# Demographics: Birth Rate



Birth Rates in Doña Ana County, New Mexico and United States: 1990-2018

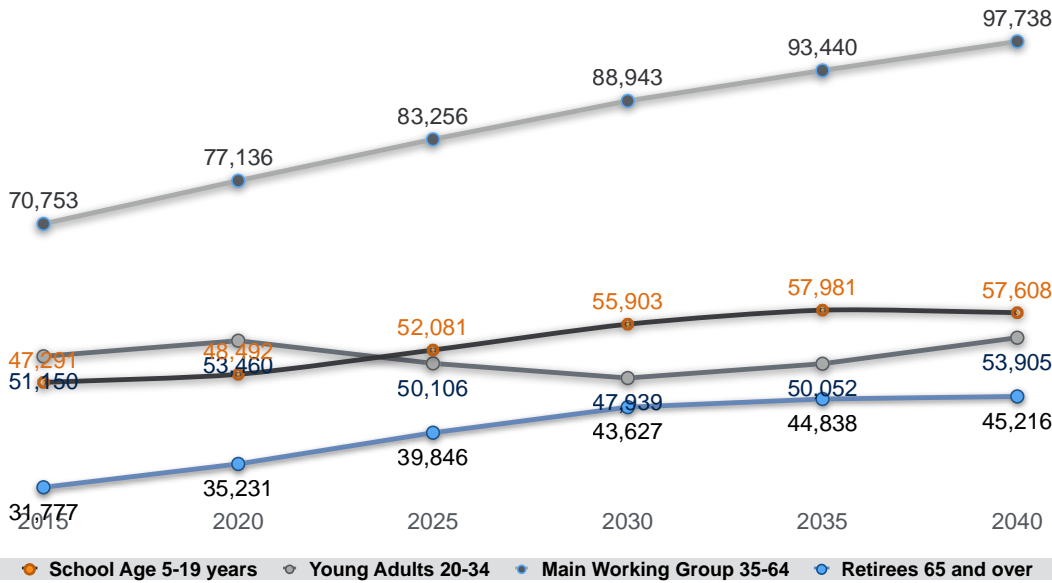


Source: New Mexico Department of Health, Vital Statistics

# Demographics: Population Projections by Age



Doña Ana County Projected Population by Age: 2015-2040



These projections represent the higher 2017 series; 2020 projections by age are not available yet

All major age groups projected to grow but groups over 35 projected to grow the most

Projected growth in County's total school aged population of about 13,000 by 2040. LCPS accounts for an average of 66% of the County's total school aged population

Source: University of New Mexico- Bureau of Business and Economic Research, 2008 and Geospatial and Population Studies 2012 and 2017

2020 projections for the total county population are about 15% lower than 2017 projections. 2017 series projects about 9,100 additional school aged children. If that age group is also 15% lower based on new projections, the county could add about 7,700 additional school aged population. Accounting for falling birth rates and historically slower growth of school aged compared to working and retiree aged populations, the county should **expect fewer than 7,700 additional kids county-wide by 2040.**



# Enrollment Projections In Las Cruces

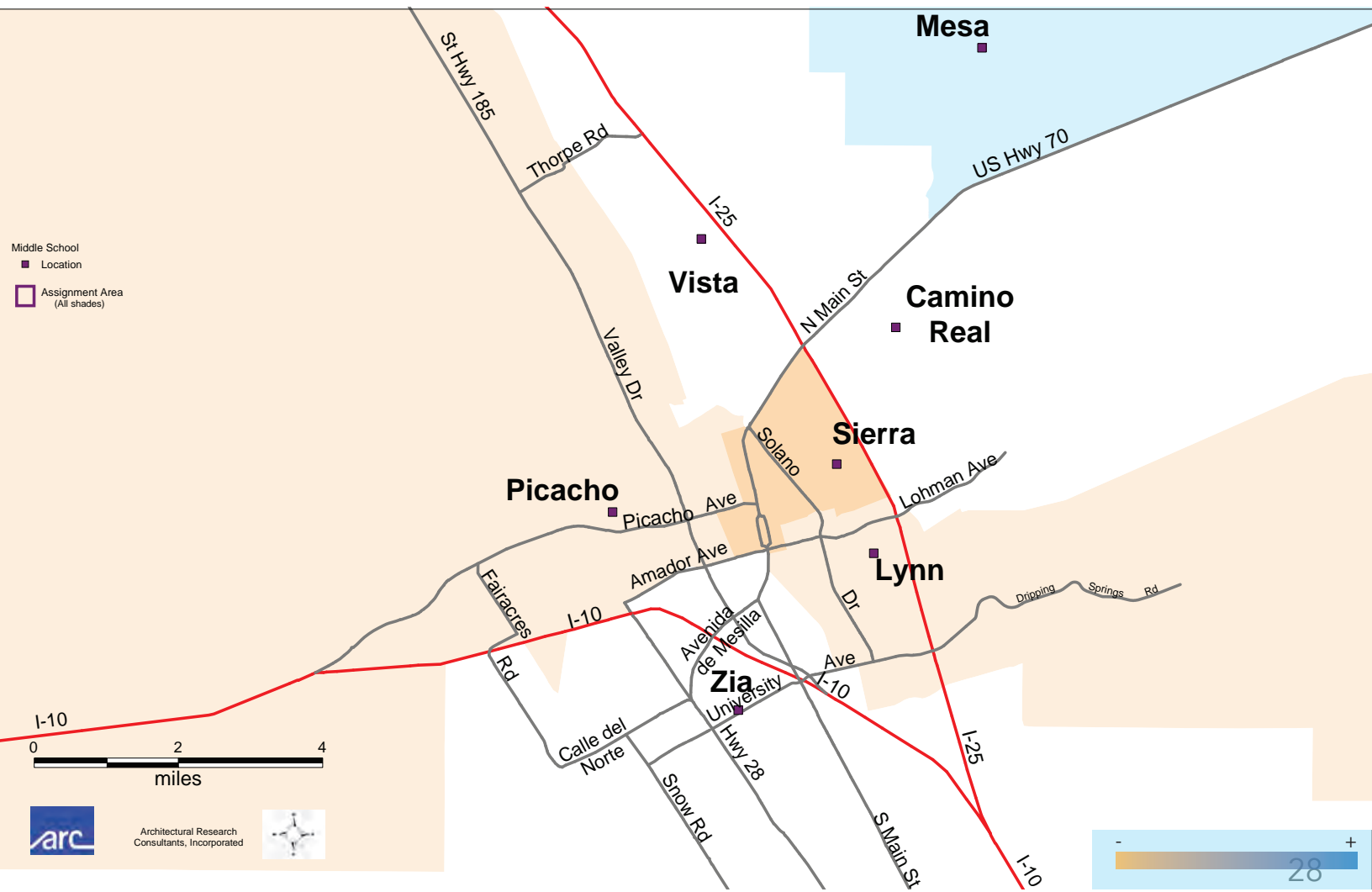
- ▶ Average annual growth of .29% from 2016-17 to 2027-28 (K-12)
- ▶ Additional 630 students (K-12)



# Elementary: Projected Enrollment Growth by LCPS Area



# Middle School: Projected Enrollment Growth by LCPS Area

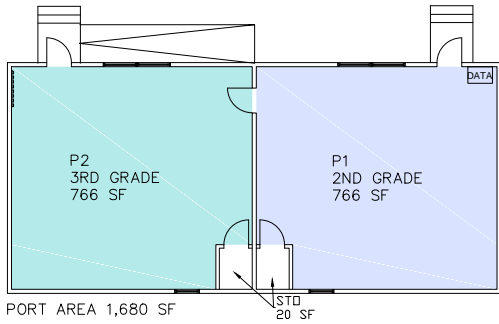




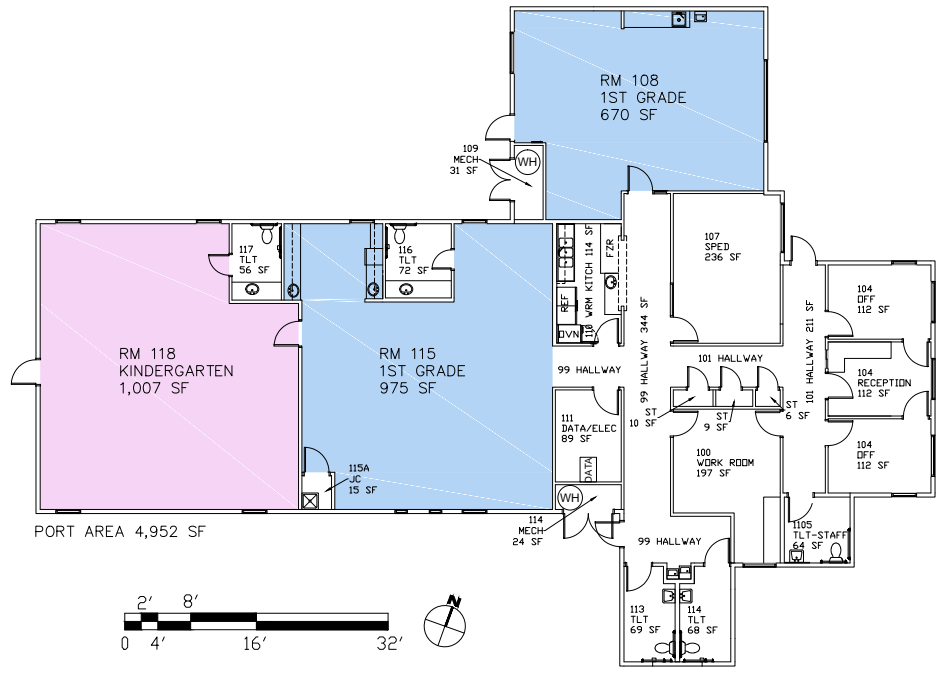
# Capacity and Utilization



# Current Use



NOTE: Portables P3–P6 are purchased, but not on site. The purchased portables floor plans are not currently available. Depicted portables are for planning purposes only.



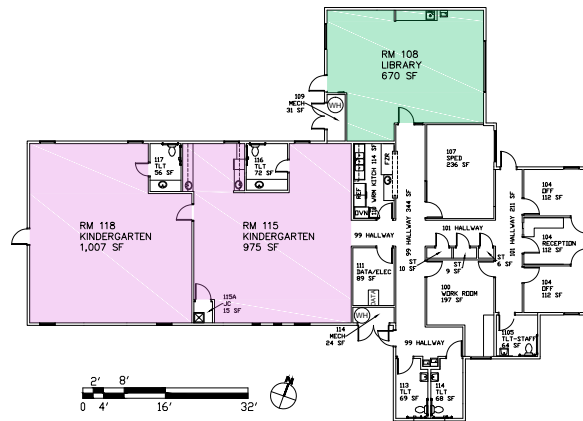
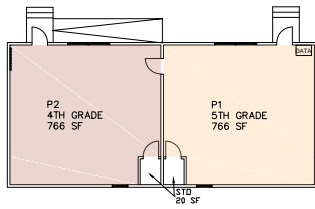
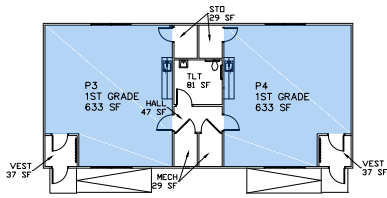
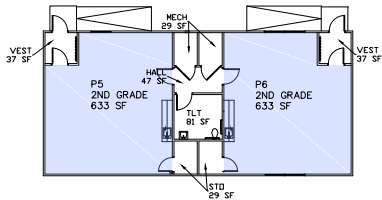
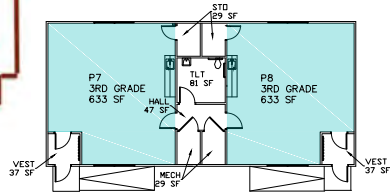
**CLASSROOM USE KEY**

- KINDERGARTEN (18-1)
- 1ST GRADE (18-1)
- 2ND GRADE (18-1)
- 3RD GRADE (18-1)
- SHARED PRGMS
- SPED; SPECIAL PRGMS

NACA Inspired School Network  
 RAICES DEL SABER XINACHTLI  
 2021-22 SY (Current Use)  
 4,952 GSF Permanent  
 1,680 GSF Portable  
 For Planning Purposes Only



# Future Use

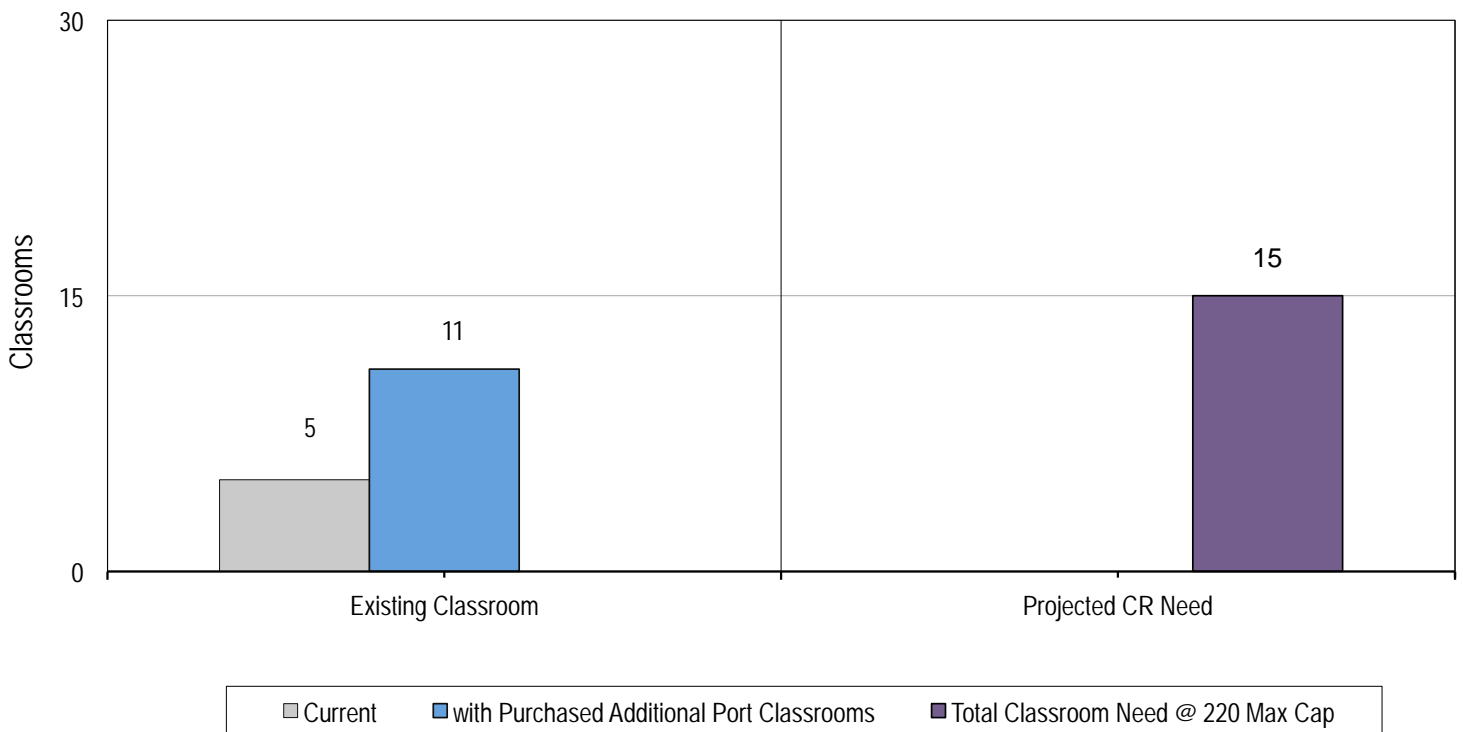


NACA Inspired School Network  
 RAICES DEL SABER XINACHTLI  
 2021-22 SY (Future Use)  
 4,952 GSF Permanent  
 6,720 GSF Portable  
 For Planning Purposes Only



# Classroom Need

Raices del Saber Xinachtli Community School  
Projected Classroom Need







# Existing Conditions



## What was looked at during the site assessments

- Site visited September 28, 2021
- Evaluated at all spaces for size, environment (comfort/lighting/color/ambiance/ventilation), condition, amenities, technologies, and compliance with codes and standards;
- Assessed the condition of the exterior of buildings, including roofs;
- Evaluated the site, including the play areas, PE options, safety, condition, landscaping, drainage, ADA issues, parking and traffic issues, lighting, fencing and security, and utilities.





# Building Facts

Main building constructed in 2000,  
renovated in 2019

Site: 2.6 acres

4,952 GSF of permanent building

6,720 GSF of portables



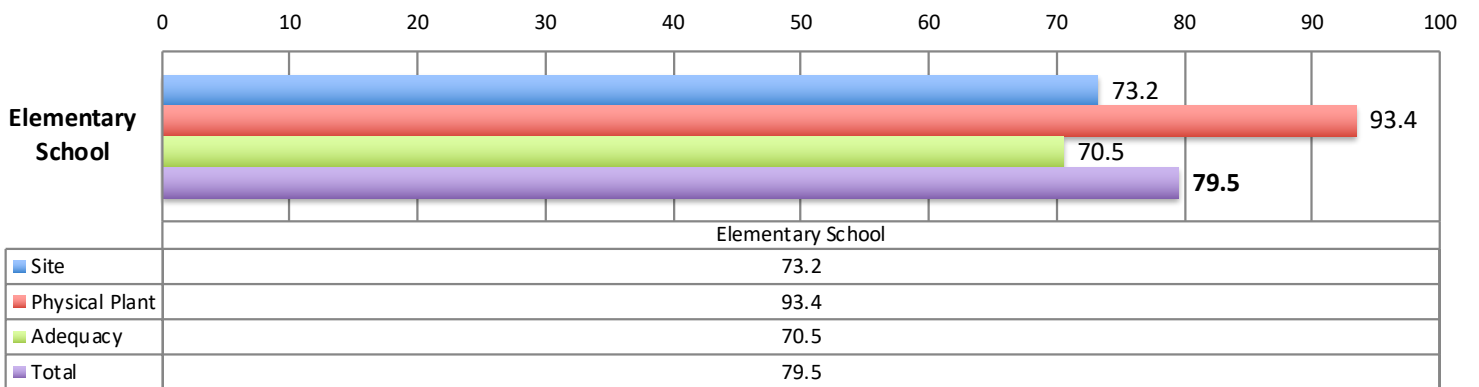
# Site





# Scoring

### Facility Scores





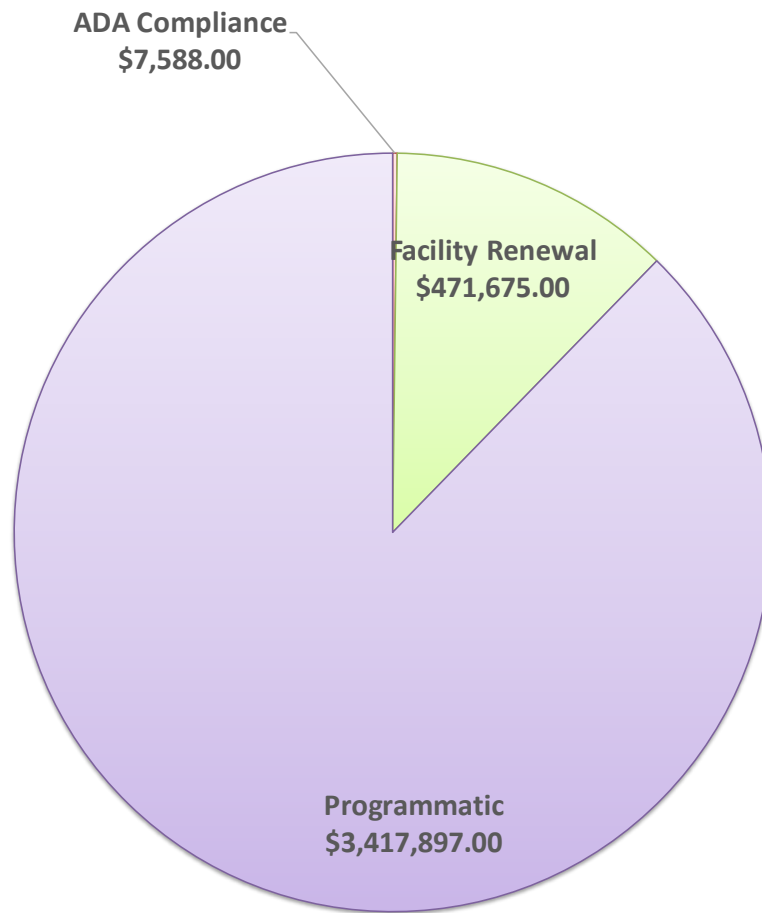
# Capital Improvements

Total Recommended over the next 15 years:  
\$3,977,135

ADA Compliance	\$7,588
Facility Renewal	\$551,650
Programmatic	\$3,417,897



# Capital Improvements







# CIP Overview



# Parking Lot & Site



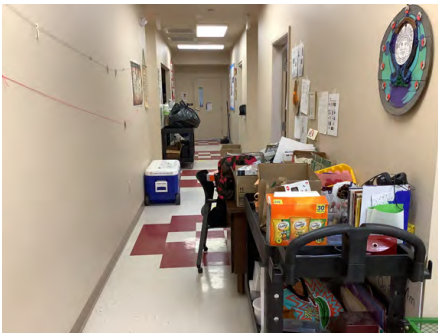
- Landscape Improvements
- Playground and Field Upgrades
- ADA Improvements



# Building Interiors



- ADA Upgrades
- Security Improvements



- Interior Upgrades
- Building Addition







# Detailed Review of CIPs



# Funding and Options



# Funding Sources

- State funding = operational budget
- Donations
- SB-9?
- Need to pursue direct appropriation
- Can apply for PSFA funding, however:
  - Leased building is a hindrance to funding capital improvements
- Lease assistance
- Annual Maintenance Budget for 2020/2021: \$12,500K
- Recommended maintenance budget: \$40,852
  - Landlord covers major items and capital improvements



# Process

- Field Evaluations
- Interviews
- Scoring
- Updated floor plans
- Facility Summaries
- Preliminary CIPs
- Utilization and Capacity Studies



# Still to Do

Reprioritize CIPs with Committee's Input

Public Input/Presentation

Draft Document for Review

Formal Presentation to Board

Board Approval of Document

PSFA Approval of Document



# Contact Information

ARC Field Team

- Nancy Brooks, project manager and point of contact
  - [nbrooks@arcplanning.com](mailto:nbrooks@arcplanning.com)
  - Office phone: (505) 842-1254

Thank you!



Architectural Research Consultants,  
Incorporated



# Architectural Research Consultants, Incorporated

✉ 4906 Alameda Blvd, NE, Suite A, Albuquerque, NM 87113    ☎ (505) 842-1254    🌐 <https://arcplanning.com>

Raices del Saber Xinachtli Community School

Community Meeting

March 10, 2022

Attendees:

- Julia Rivera-Tapia, Head Administrator
- Lucia Carmona, Director of Operations Community Engagement
- Holaya Acosta, Board Chair
- India Hernandez
- Aldair Marquez
- Emmalyn Holden
- Robert Moctezuma
- Maria Realzola
- Desarae Sorano
- Daniel Aguilera
- Karla Martinez
- Veronica Lucio
- Anita Slavens
- Yvonne Lozoya
- Karen Chavez
- Nancy Brooks, ARC





# Raices del Saber Xinachtli Community School



Architectural Research Consultants, Incorporated

March 10, 2022



# Agenda

- Facility Master Plan Overview
- Enrollment and Demographics-  
Historic and Projected
- Capacity of Existing Facility and  
Classroom Needs
- Facility Evaluation and CIPs  
Overview
- Questions and Next Steps



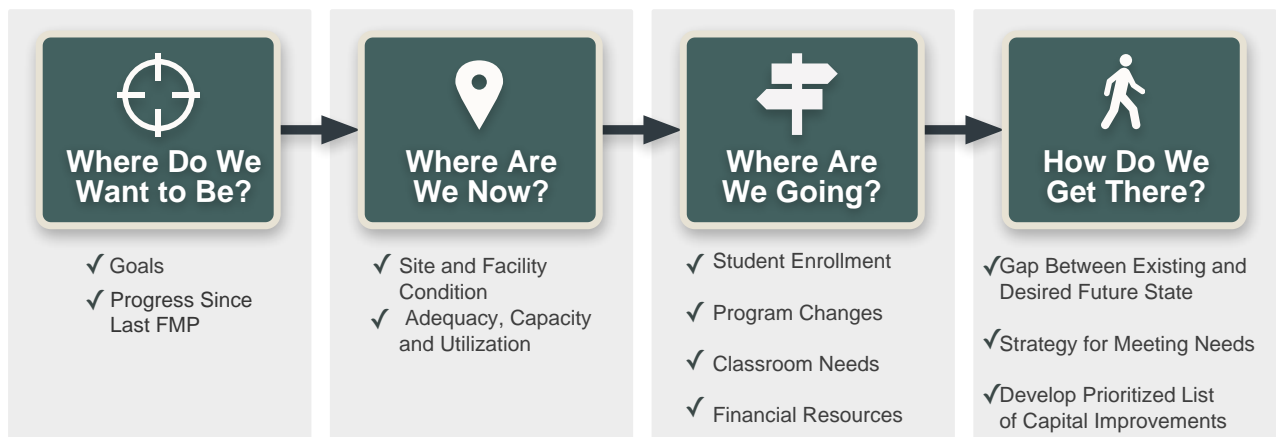


# Facility Master Plan



# Facility Master Plan

The master plan process is designed to help the school answer the following questions:





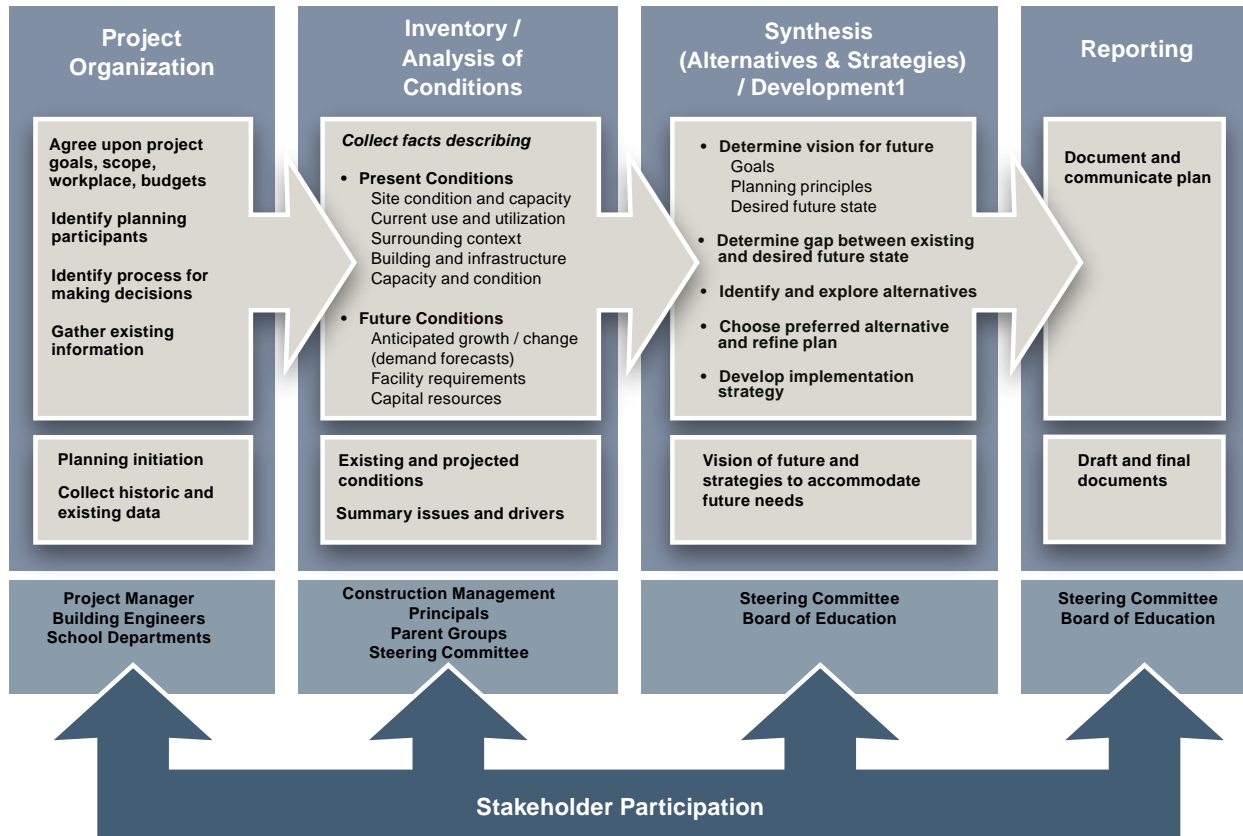
# Facility Master Plan

The FMP will:

- Describe the state of the facilities and the learning delivery model of the school
- Assess facilities according to state adequacy standards, current building codes, ADA requirements and school planning expectations
- Guide capital planning decisions to support the schools' educational mission
- Discuss the long-range (10-20 year) vision of the schools in terms of facility needs and educational program delivery



# Facility Master Plan





# Facility Master Plan

This is an open and participatory process that

- Listens to the school staff and community, and provides stakeholders with opportunities to share their knowledge through
  - Completion of a questionnaire
  - Participation in interviews and meetings
- Provides all data for review
- Provides multiple opportunities to study information and make decisions
- Results in a prioritized capital needs list

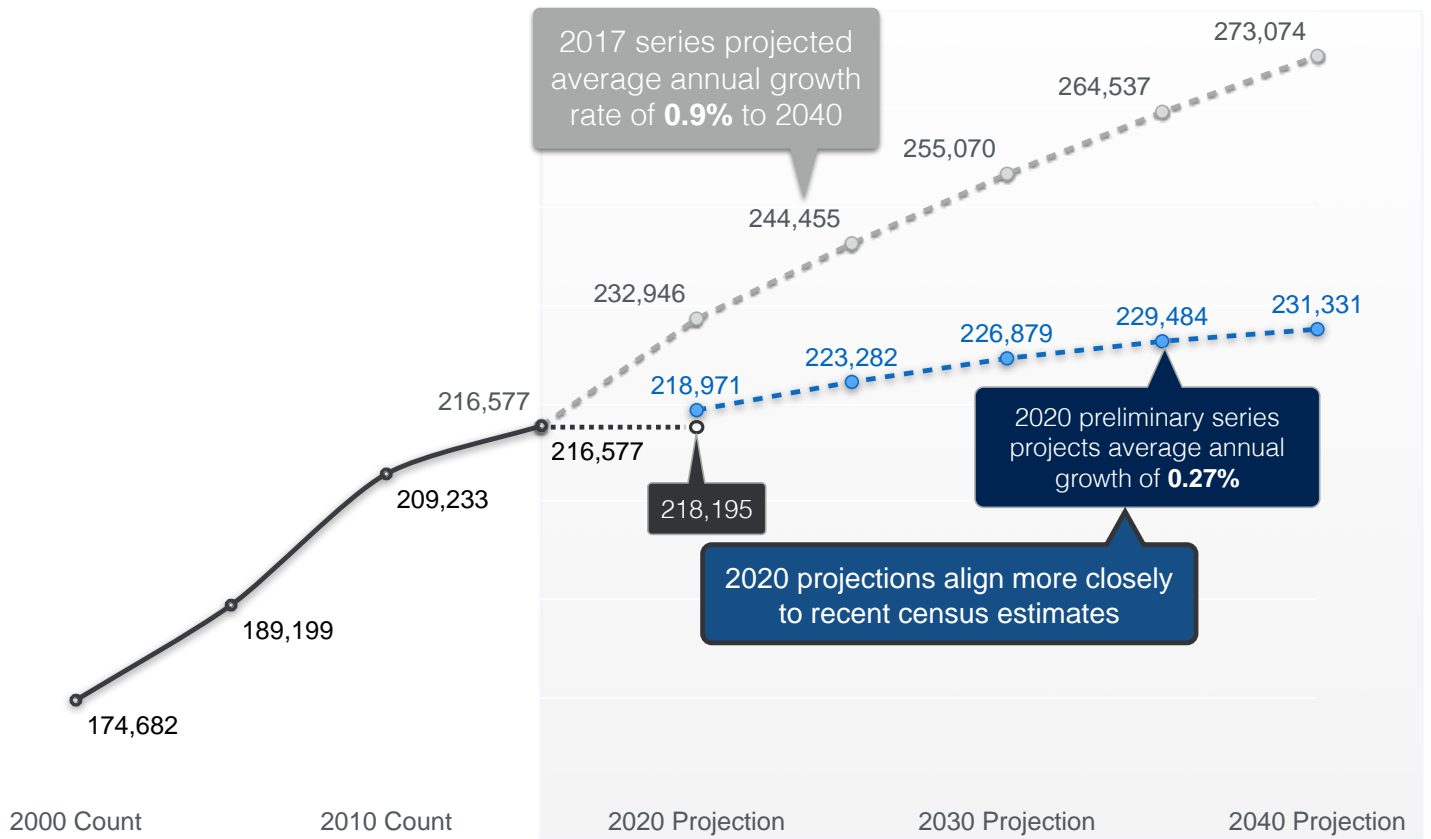




# Demographics and Enrollment



Historic and Projected Doña Ana County Population: 2015-2040



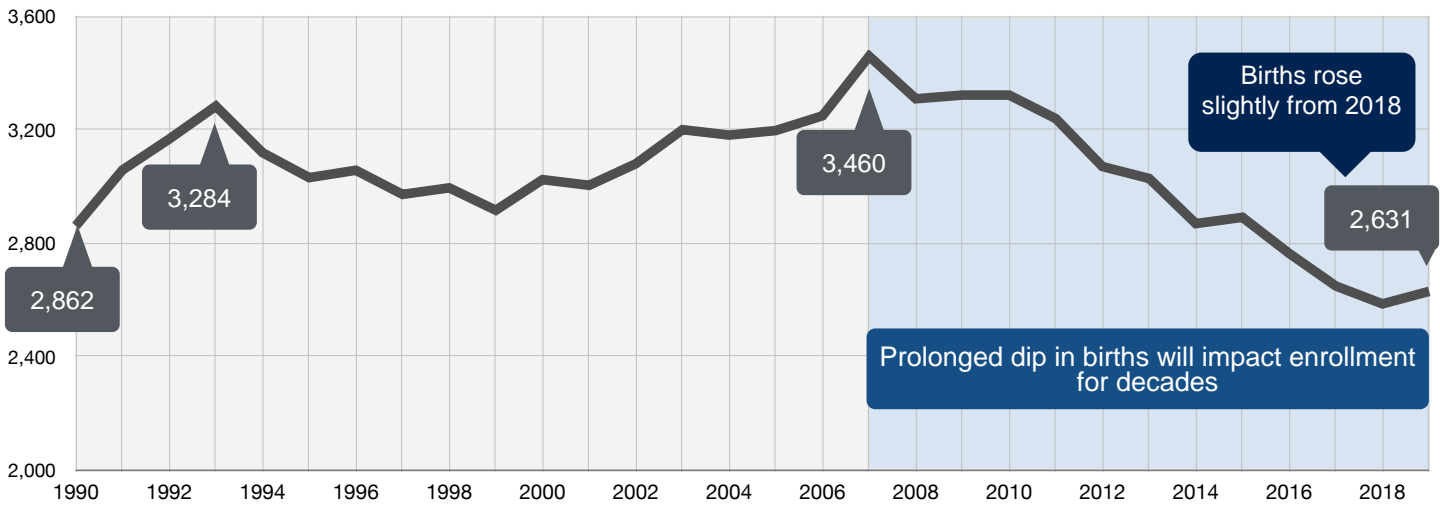
Source: University of New Mexico-Geospatial and Population Studies 2017, US Census Counts 2000, 2010, Census ACS Estimates 2015, 2019



# Demographics: County Births



Births in Doña Ana County: 1990-2019

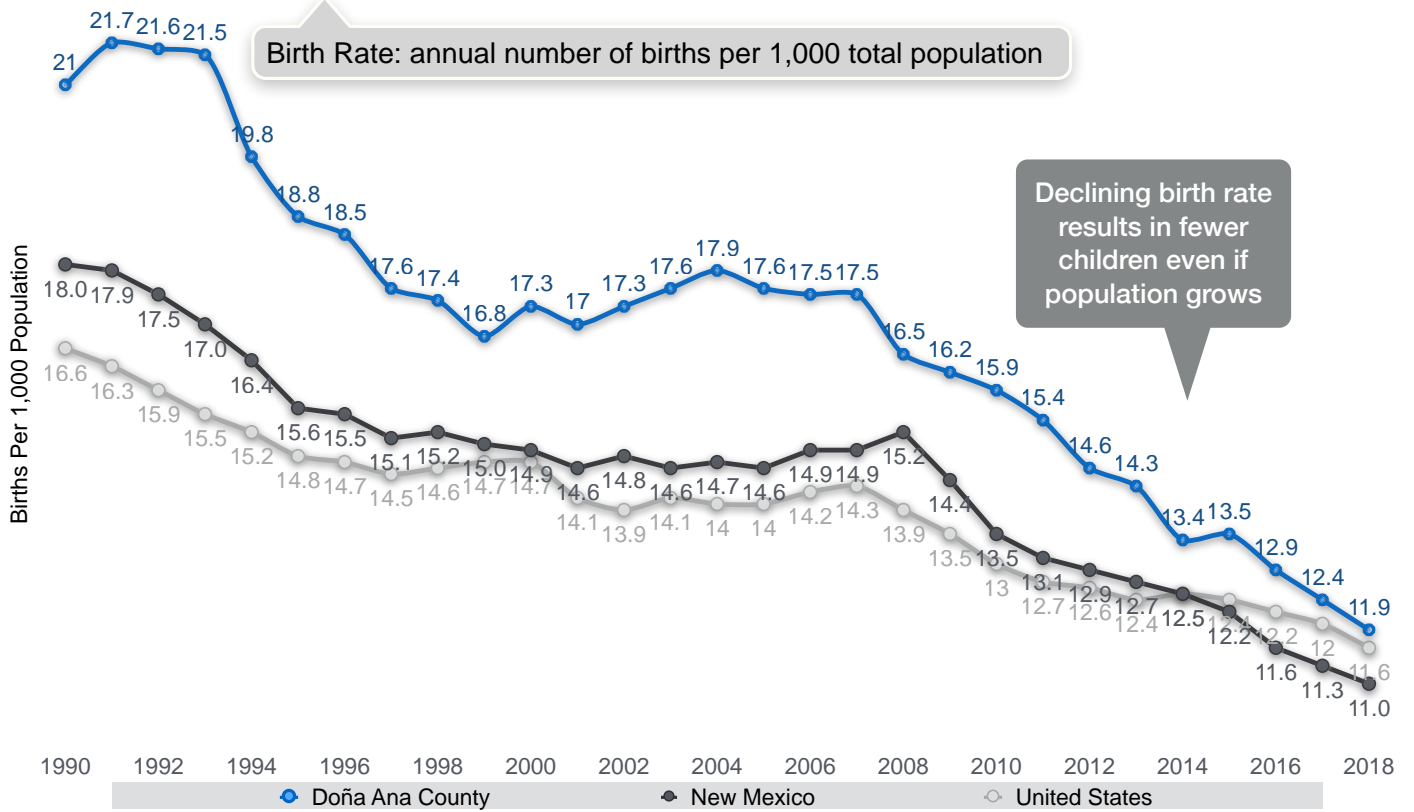


Source: New Mexico Department of Health, Indicator-Based Information System for Public Health website: <http://ibis.health.state.nm.us/>

# Demographics: Birth Rate



Birth Rates in Doña Ana County, New Mexico and United States: 1990-2018

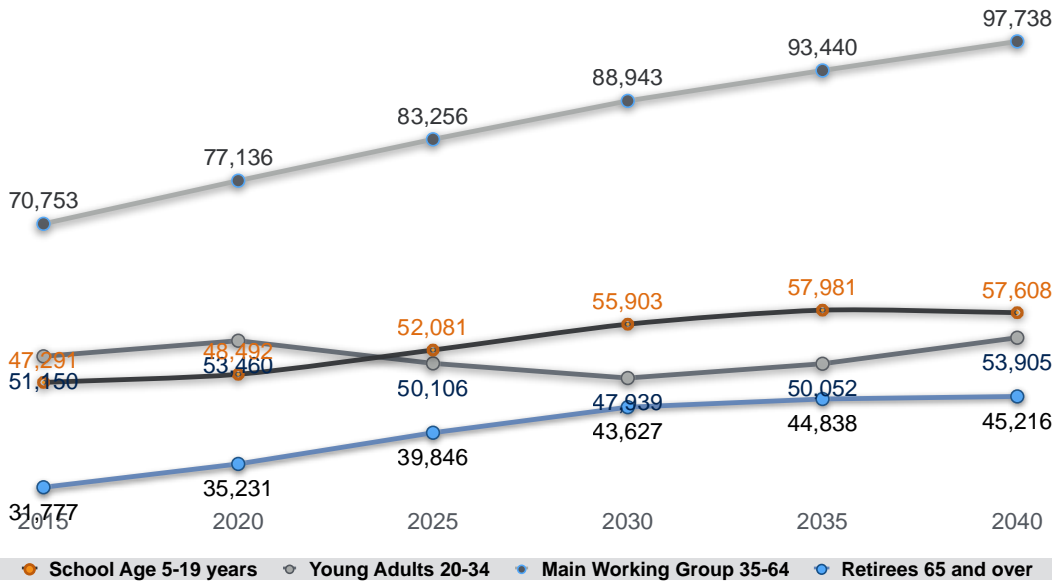


Source: New Mexico Department of Health, Vital Statistics

# Demographics: Population Projections by Age



Doña Ana County Projected Population by Age: 2015-2040



These projections represent the higher 2017 series; 2020 projections by age are not available yet

All major age groups projected to grow but groups over 35 projected to grow the most

Projected growth in County's total school aged population of about 13,000 by 2040. LCPS accounts for an average of 66% of the County's total school aged population

Source: University of New Mexico- Bureau of Business and Economic Research, 2008 and Geospatial and Population Studies 2012 and 2017

2020 projections for the total county population are about 15% lower than 2017 projections. 2017 series projects about 9,100 additional school aged children. If that age group is also 15% lower based on new projections, the county could add about 7,700 additional school aged population. Accounting for falling birth rates and historically slower growth of school aged compared to working and retiree aged populations, the county should **expect fewer than 7,700 additional kids county-wide by 2040.**

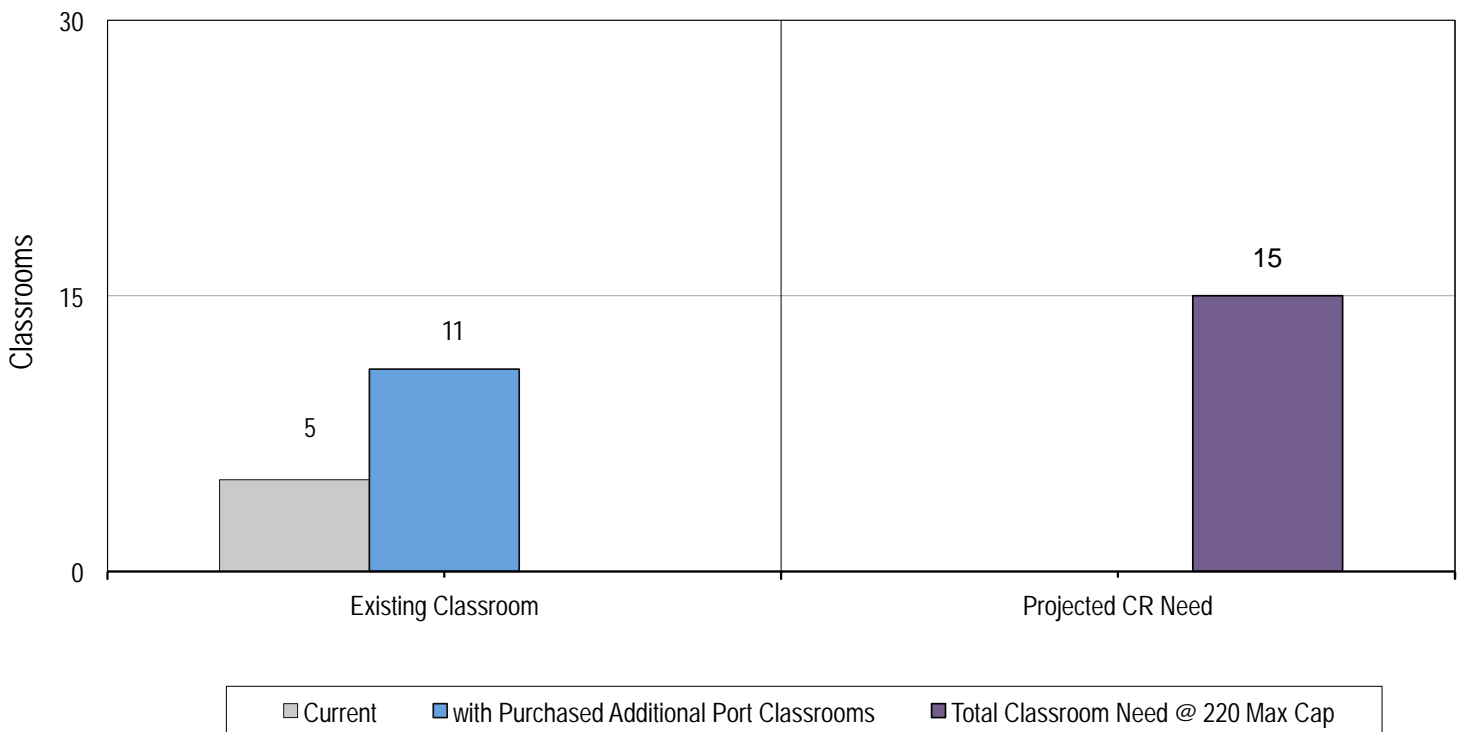


# Capacity and Utilization



# Classroom Need

Raices del Saber Xinachtli Community School  
Projected Classroom Need





# Existing Conditions





## What was looked at during the site assessments

- Site visited September 28, 2021
- Evaluated all spaces for size, environment (comfort/lighting/color/ambiance/ventilation), condition, amenities, technologies, and compliance with codes and standards;
- Assessed the condition of the exterior of buildings, including roofs;
- Evaluated the site, including the play areas, PE options, safety, condition, landscaping, drainage, ADA issues, parking and traffic issues, lighting, fencing and security, and utilities.





# Building Facts

Main building constructed in 2000,  
renovated in 2019

Site: 2.6 acres

4,952 GSF of permanent building

6,720 GSF of portables



# Site





# CIP Overview





# Parking Lot & Site



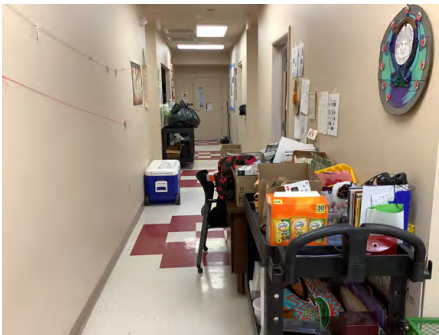
- Landscape Improvements
- Playground and Field Upgrades
- ADA Improvements



# Building Interiors



- ADA Upgrades
- Security Improvements



- Interior Upgrades
- Building Addition





# Future Plans

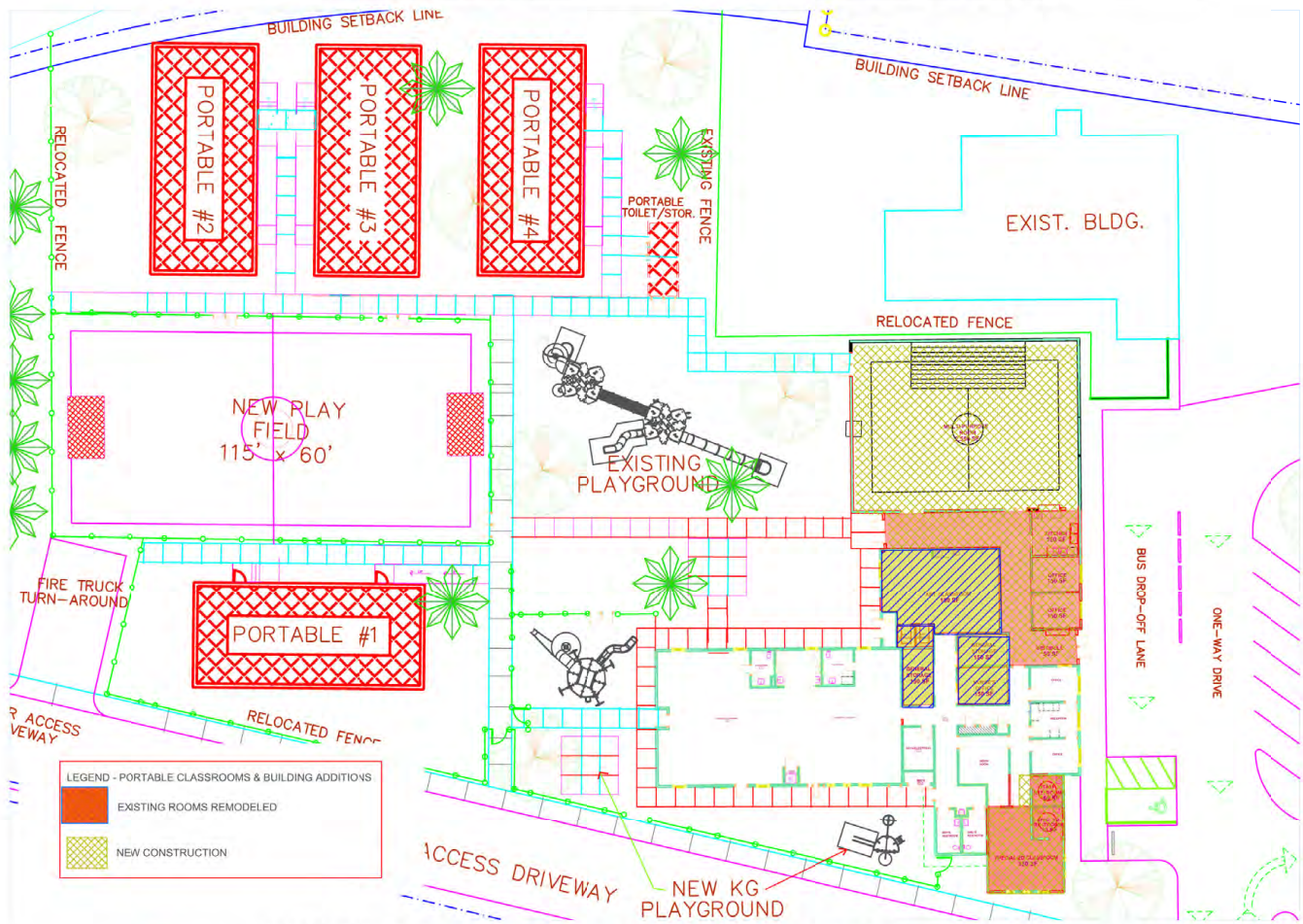


# School Plans to Address

- Landscape Improvements
  - Playground and Field Upgrades
  - ADA Upgrades
  - Security Improvements
  - Interior Upgrades
  - Building Addition
- Estimated total for CIPs = \$3.9 million



# RAICES DEL SABER XINACHTILI CHARTER SCHOOL



LEGEND - PORTABLE CLASSROOMS & BUILDING ADDITIONS	
	EXISTING ROOMS REMODELED
	NEW CONSTRUCTION



A1  
A100

**SITE PLAN - PORTABLE CLASSROOMS & BUILDING ADDITIONS**

1" = 30'-0"



# Funding and Options



# Funding Sources

- Donations/ Capital Campaign
- Direct appropriation
- Can apply for PSFA funding, however:
  - Leased building is a hindrance to funding capital improvements
- Lease assistance
- Negotiations with landlord



# Still to Do

Finalize CIPs and Priorities

Draft Document for Review

Board Approval of Document



# Contact Information

ARC Field Team

- Nancy Brooks, project manager and point of contact
  - [nbrooks@arcplanning.com](mailto:nbrooks@arcplanning.com)
  - Office phone: (505) 842-1254

Thank you!



Architectural Research Consultants,  
Incorporated



# Architectural Research Consultants, Incorporated

✉ 4906 Alameda Blvd, NE, Suite A, Albuquerque, NM 87113 ☎ (505) 842-1254 🌐 <https://arcplanning.com>

## Raices del Saber Xinachtli Community School Community Meeting

April 28, 2022

### Attendees:

- Julia Rivera-Tapia, Head Administrator
- Lucia Carmona, Director of Operations Community Engagement
- Elva Varela, Office Manager
- Holaya Acosta, Board Chair
- Dr. Sabrina Zamora, Interim Board Secretary
- Ray Reich, Board Treasurer
- Maria Luisa Gonzales, Board Member At-Large
- Filo Rigales, Special Education
- Terrance Hester, Business Manager
- Jessica Castro-Buena, 3<sup>rd</sup> Grade Teacher
- Issis Inzunza, 1<sup>st</sup> Grade Teacher
- Roberto Moctezuma
- Mayra Rodriguez
- Yvette Lopez
- India Hernandez
- Aldair Marquez
- Sarah Herring
- Karen Chavez
- Luis Ramos
- Karla Martinez
- Lesley Campa
- Karla Walton
- Arthur Walton
- Nancy Brooks, ARC





# Raices del Saber Xinachtli Community School





# Agenda

- Introductions
- Facility Master Plan Overview
- Enrollment and Demographics-  
Historic and Projected
- Capacity of Existing Facility and  
Classroom Needs
- Facility Evaluation and CIPs  
Overview
- Questions and Next Steps



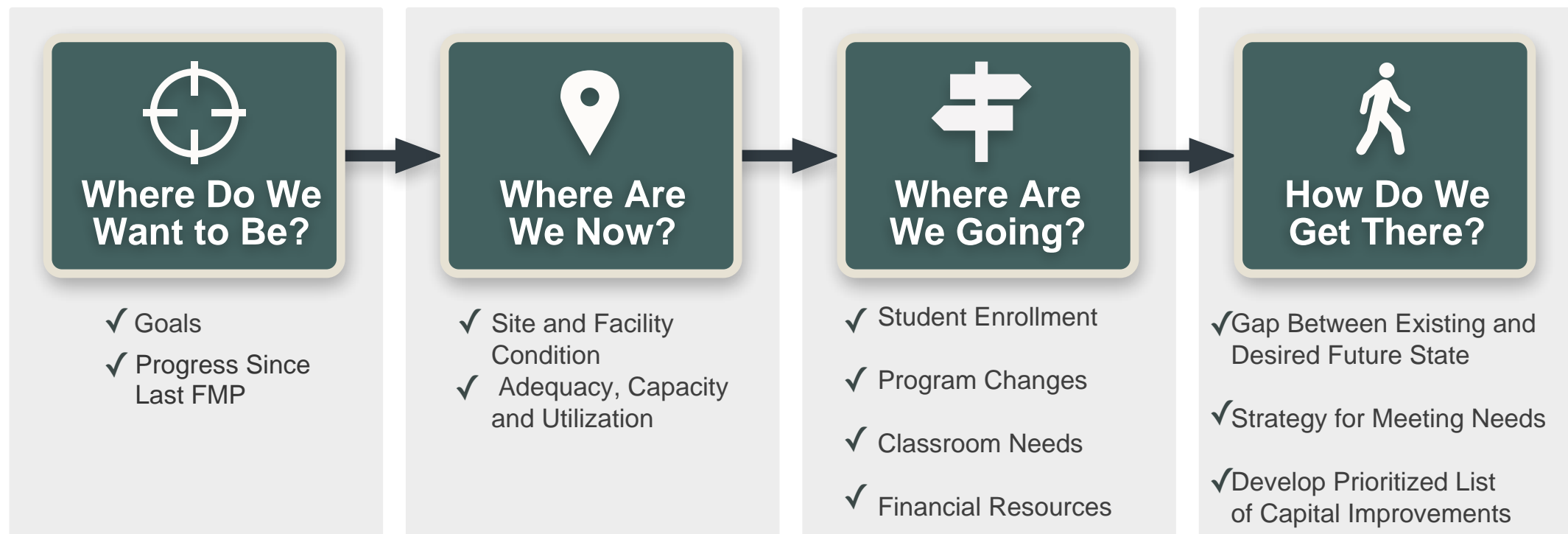


# Facility Master Plan



# Facility Master Plan

The master plan process is designed to help the school answer the following questions:





# Facility Master Plan

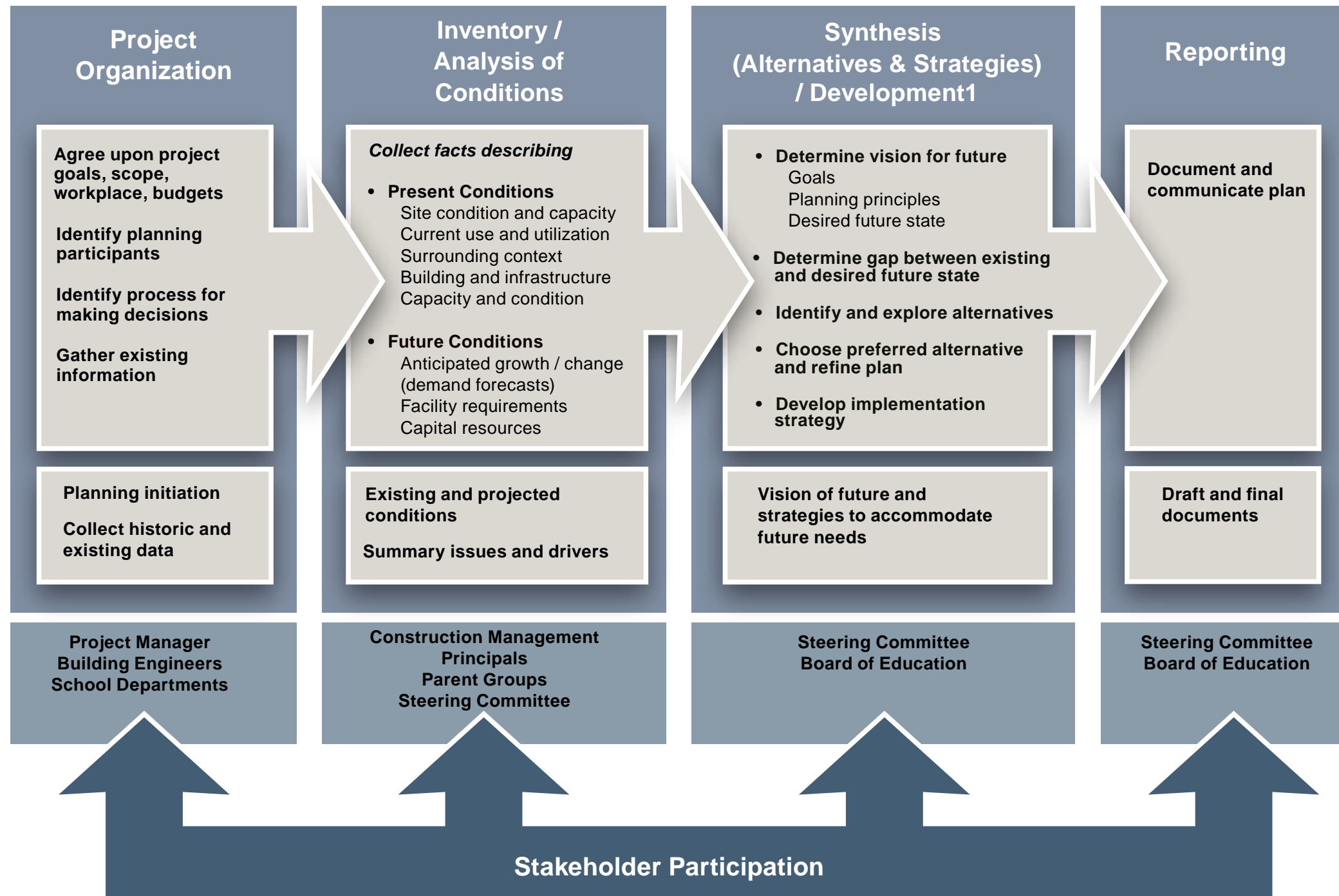
The FMP will:

- Describe the state of the facilities and the learning delivery model of the school
- Assess facilities according to state adequacy standards, current building codes, ADA requirements and school planning expectations
- Guide capital planning decisions to support the schools' educational mission
- Discuss the long-range (10-20 year) vision of the schools in terms of facility needs and educational program delivery





# Facility Master Plan





# Facility Master Plan

This is an open and participatory process that

- Listens to the school staff and community, and provides stakeholders with opportunities to share their knowledge through
  - Completion of a questionnaire
  - Participation in interviews and meetings
- Provides all data for review
- Provides multiple opportunities to study information and make decisions
- Results in a prioritized capital needs list

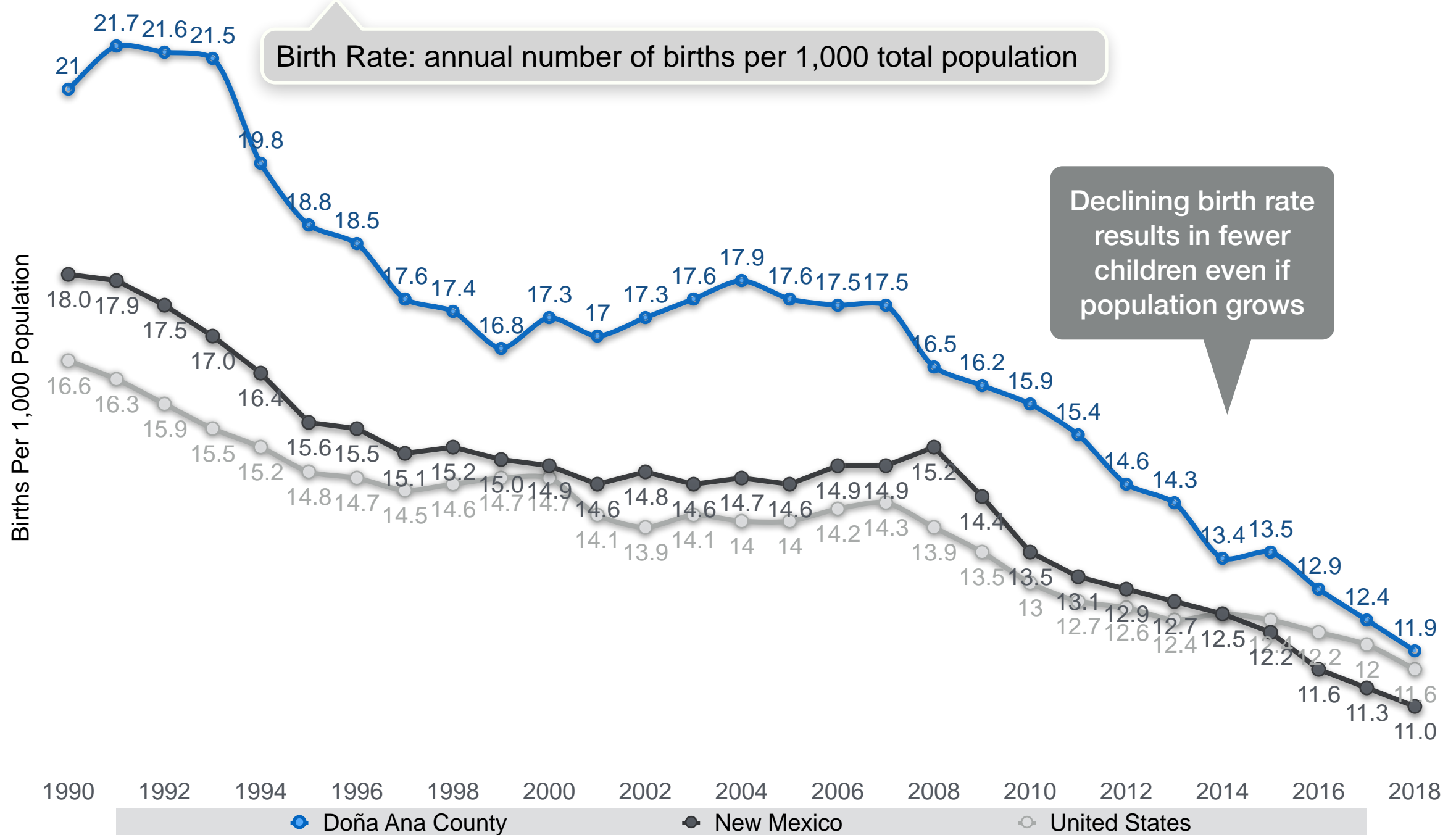


# Demographics and Enrollment





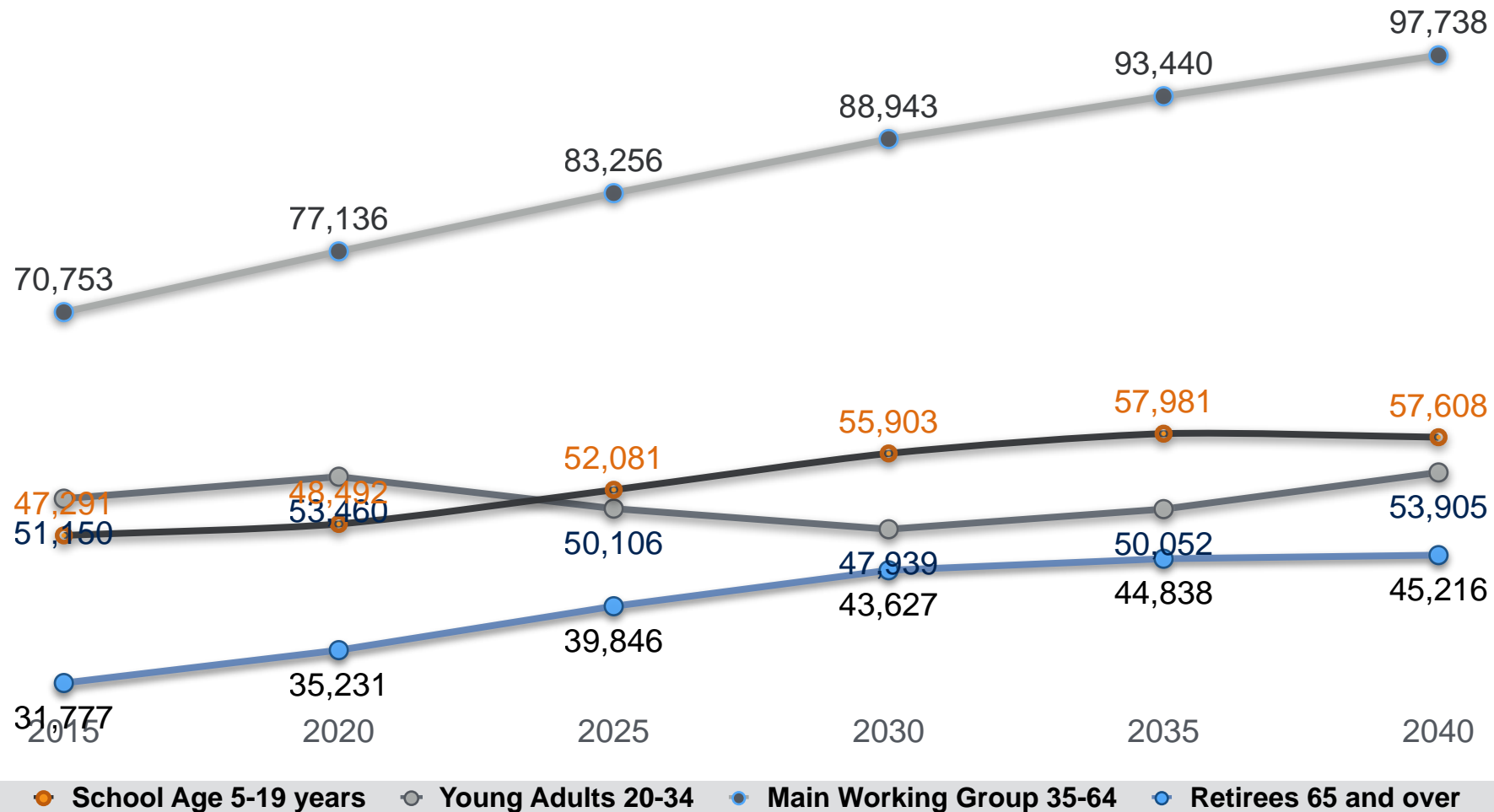
Birth Rates in Doña Ana County, New Mexico and United States: 1990-2018



# Demographics: Population Projections by Age



Doña Ana County Projected Population by Age: 2015-2040



These projections represent the higher 2017 series; 2020 projections by age are not available yet

**All major age groups projected to grow but groups over 35 projected to grow the most**

Projected growth in County's total school aged population of about 13,000 by 2040. LCPS accounts for an average of 66% of the County's total school aged population

Source: University of New Mexico- Bureau of Business and Economic Research, 2008 and Geospatial and Population Studies 2012 and 2017

2020 projections for the total county population are about 15% lower than 2017 projections. 2017 series projects about 9,100 additional school aged children. If that age group is also 15% lower based on new projections, the county could add about 7,700 additional school aged population. Accounting for falling birth rates and historically slower growth of school aged compared to working and retiree aged populations, the county should **expect fewer than 7,700 additional kids county-wide by 2040.**



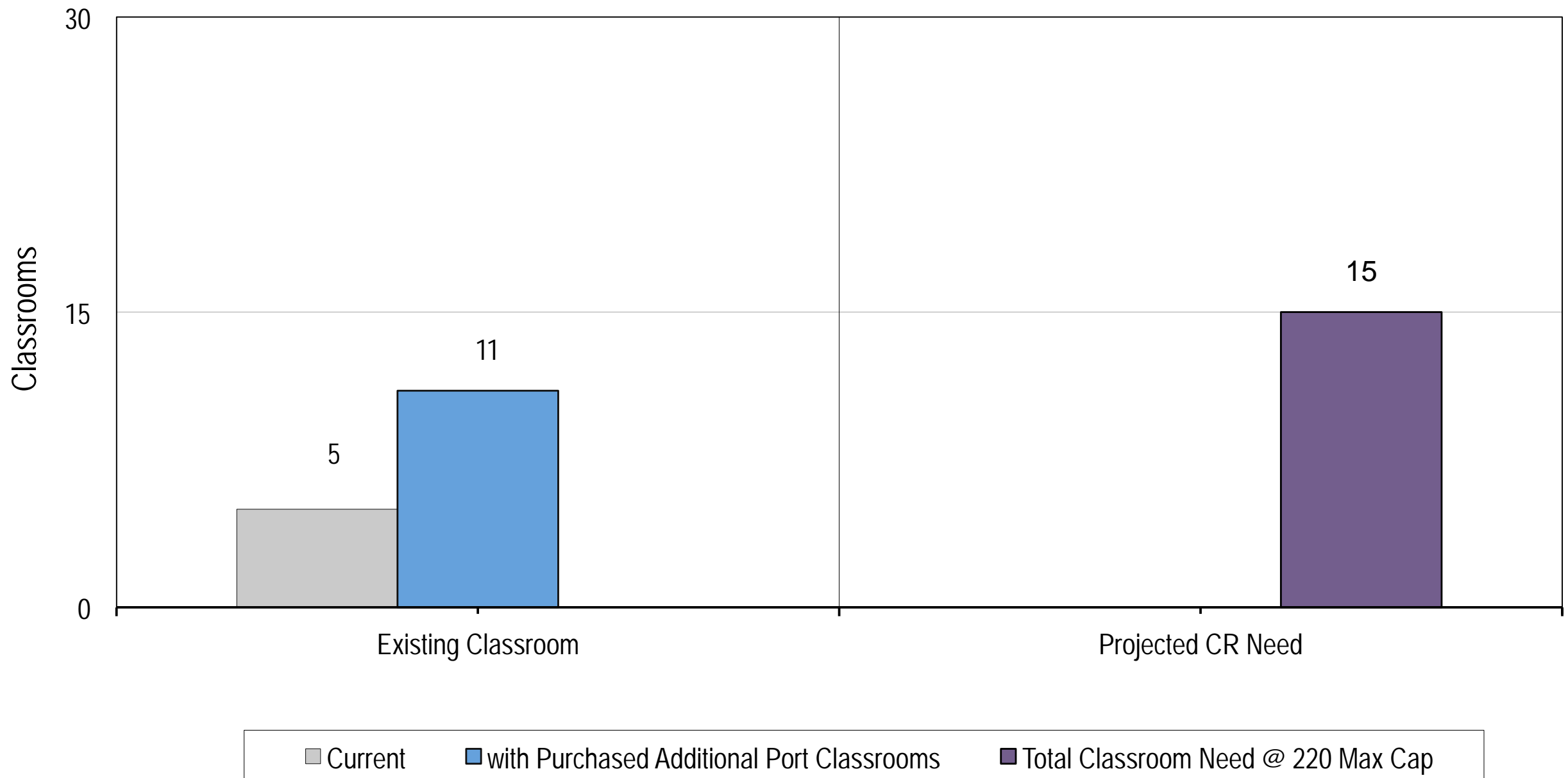


# Capacity and Utilization



# Classroom Need

Raices del Saber Xinachtli Community School  
Projected Classroom Need







# Existing Conditions



# What was looked at during the site assessments

- Site visited September 28, 2021
- Evaluated all spaces for size, environment (comfort/lighting/color/ambiance/ventilation), condition, amenities, technologies, and compliance with codes and standards;
- Assessed the condition of the exterior of buildings, including roofs;
- Evaluated the site, including the play areas, PE options, safety, condition, landscaping, drainage, ADA issues, parking and traffic issues, lighting, fencing and security, and utilities.





# Building Facts

Main building constructed in 2000,  
renovated in 2019

Site: 2.6 acres

4,952 GSF of permanent building

6,720 GSF of portables





# Site







# CIP Overview





# Parking Lot & Site



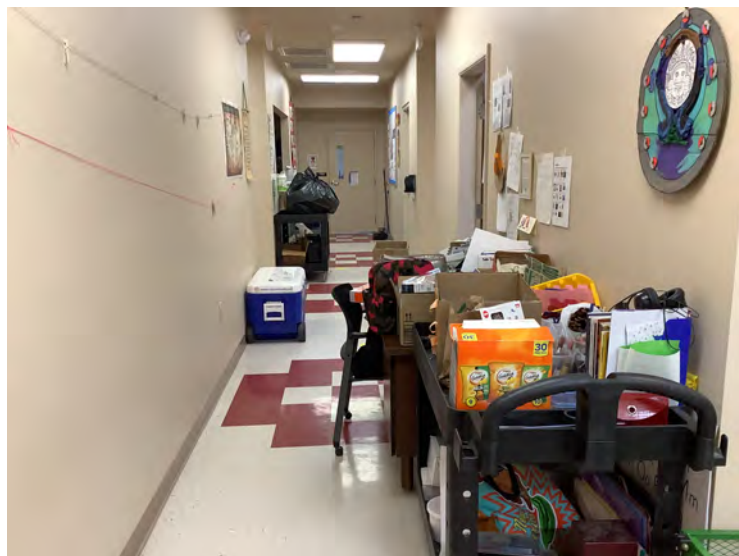
- Landscape Improvements
- Playground and Field Upgrades
- ADA Improvements



# Building Interiors



- ADA Upgrades
- Security Improvements
- Interior Upgrades
- Building Addition







# Future Plans

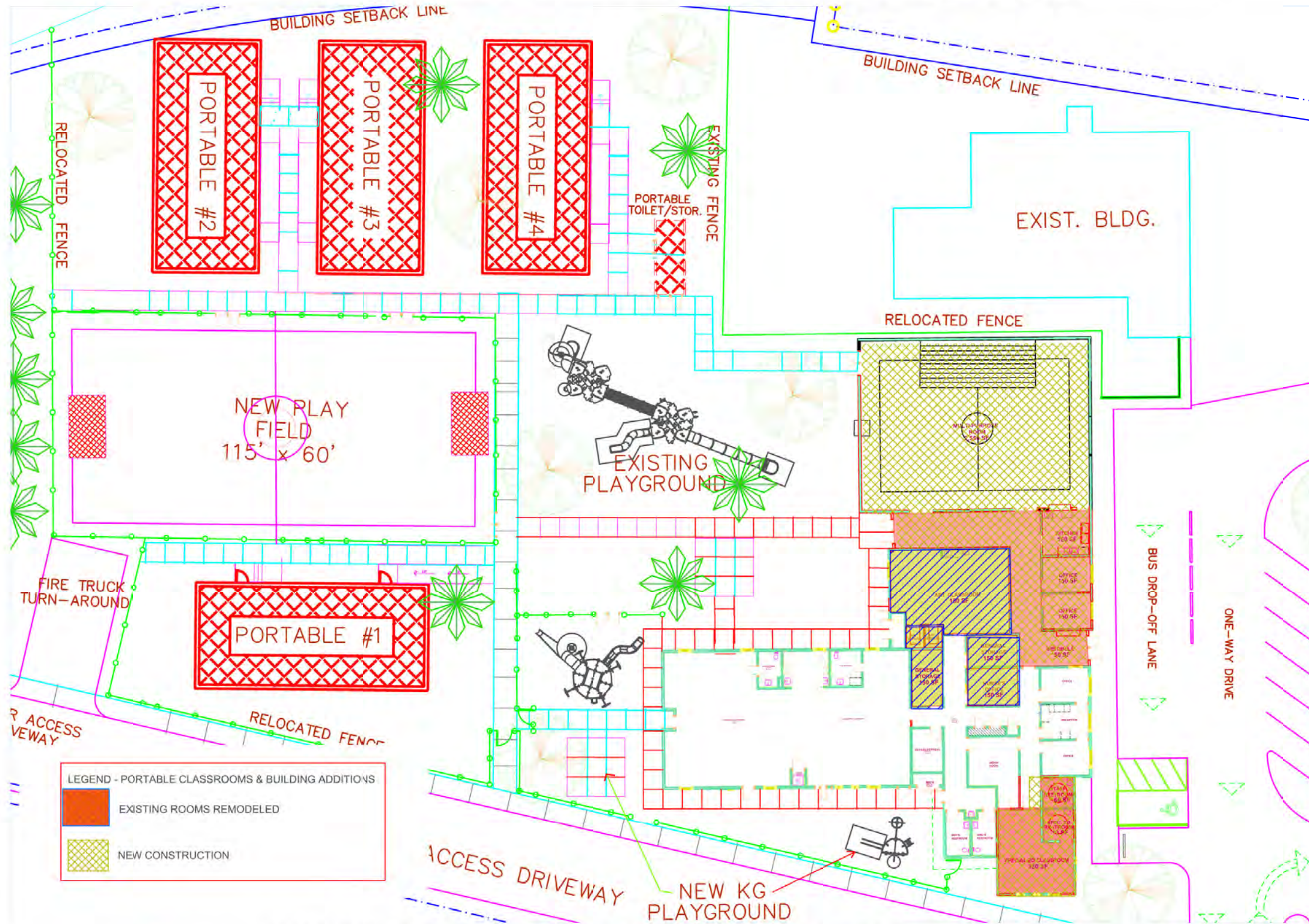




# School Plans to Address

- Landscape Improvements
  - Playground and Field Upgrades
  - ADA Upgrades
  - Security Improvements
  - Interior Upgrades
  - Building Addition
- Estimated total for CIPs = \$3.9 million

# RAICES DEL SABER XINACHTILI CHARTER SCHOOL



**LEGEND - PORTABLE CLASSROOMS & BUILDING ADDITIONS**

- EXISTING ROOMS REMODELED
- NEW CONSTRUCTION



A1  
A100

**SITE PLAN - PORTABLE CLASSROOMS & BUILDING ADDITIONS**

1" = 30'-0"





# Funding and Options



# Funding Sources

- Donations/ Capital Campaign
- Direct appropriation
- Can apply for PSFA funding, however:
  - Leased building is a hindrance to funding capital improvements
- Lease assistance
- Negotiations with landlord



# Still to Do

Board Approval of Document



# Contact Information

## ARC Field Team

- Nancy Brooks, project manager and point of contact

- [nbrooks@arcplanning.com](mailto:nbrooks@arcplanning.com)

- Office phone: (505) 842-1254

Thank you!



Architectural Research Consultants,  
Incorporated





# New Mexico Public School Facilities Authority

Partnering with New Mexico's communities to provide quality, sustainable school facilities for our students and educators.

[Home](#)

[Schools](#)

## PSFA.fad

(ver. 1.0)

### Search Assessor Comments



[Print this page](#)

## Executive Summary ([EDIT](#))

### Raices del Saber Xinachtli Charter School | 577001

[View Comments this School](#)



no image

**School Report List Target:** N/A

#### SCHOOL ADDRESS

2211 North Valley Drive

Las Cruces, NM 88007

11/26/19 AM: Recreated this proposed location per plan review to generate a wNMCI score for the PEC. System updates provided by AR and conversations with school admin.

Site Assessment 3/8/21 by Gerald Hill.

#### DISTRICT DATA

**District ID:** 577

**District Name:** State Chartered

#### SCHOOL INFO

**School ID:** 577001

**School Name:**

Raices del Saber Xinachtli Charter School

**Year Constructed:** 1997

## NMCI INFO

# Educational Adequacy (577001)

District ID	District Name	School ID	School Name	uw/Repair Index	w/Repair Index	EA Profile
577	State Chartered	577001	Raices del Saber Xinachtli CH	0	0	<a href="#">Click to view</a>

11/26/19 AM: Enrollment update per AR conversation with school admin.

## Educational Adequacy

### Deficiency Report for Raices del Saber Xinachtli CH | 577001

Assessment ID: [Go Back to EA\\_577001](#)

Adequacy Measure	Assessed	Deficiency	Category	Multiplier	Weight	Weighted Index (inc. infl. adj.)
------------------	----------	------------	----------	------------	--------	----------------------------------

**Weighted Repair Index: 0**

## NMCI Factors

## FCI Report

(excludes Sites & Portables)

Select any filter and click on Apply to see results

## Description

This proposed location sits adjacent to the Rio Grande Preparatory Institute.

### Main Building (1997)

**School ID: 577001 | Raices del Saber Xinachtli Charter School (Las Cruces)**

**Total Area: 5057**

NMCI Contrib?

NO

INDICES
w/Repair: 128903

# Property Report (Record ID #: 45567)

This report itemizes the Systems of a permanent or portable structure, or site.

Replacement: 950615

Repair: 379659

FCI: 39.94

[View Comments by Property](#)

\*Index values denoted as "per square foot". ½ symbol denotes system is "split"

System (Uniformat)	Install / Ren.	Age (YOY)	Age-based Wgt.	Cond.-based Wgt.	Applied Wgt.	Life
A-Foundation / Slab / Structure	1997	24	0.25	0.000	0.25	100
B2010-Ext. Walls	1997	24	0.25	0.000	0.25	100
B2020-Ext. Windows	1997	24	0.25	0.000	0.25	30
B2030-Ext. Doors	1997	24	0.25	0.000	0.25	30
B30-Roof	1997	24	0.625	0.000	0.625	20
C10-Int. Door, Part, Stair, Elev.	1997	24	0.25	0.000	0.25	50
C1030-Int. Walls	1997	24	0.25	0.000	0.25	60
C3010-Wall Finishes	1997	24	0.625	0.000	0.625	12
C3020-Floor Finishes	2019	2	0.25	0.000	0.25	12
C3030-Ceiling Finishes	2019	2	0.25	0.000	0.25	30
D2010-Plumbing Fixt.	2019	2	0.25	0.000	0.25	30
D2020-Water Dist.	1997	24	0.25	0.000	0.25	30
D2030-Drain, Waste, Vent	1997	24	0.25	0.000	0.25	30
D3020-Heat Gen. Sys.	0	0	0	0	0	0
D3030-Cool Gen. Sys.	0	0	0	0	0	0
D3041-Air Dist. Sys.	1997	24	0.25	0.000	0.25	30
D3042-Exh. Vent. Sys.	1997	24	0.25	0.000	0.25	30
D3050-Rooftop Unitary A/C - Cooling w/Gas Heat	2019	2	0.25	0.000	0.25	25
D3060-HVAC Control	2019	2	0.25	0.000	0.25	20
D4010-Fire Sprinkler	1997	24	0.25	0.000	0.25	50
D5010-Main Pwr, Emgy.	2019	2	0.25	0.000	0.25	30
D5020-Ltg, Br. Circuits	2019	2	0.25	0.000	0.25	30
D5037-Fire Det., Alarm	2019	2	0.25	0.000	0.25	15
D5038-Comm., Sec.	2019	2	0.25	0.000	0.25	15
D5039-Technology	0	0	0	0	0	0
D5090-Other Electrical Systems	0	0	0	0	0	0
D5092-Emerg. Ltg.	2019	2	0.25	0.000	0.25	25
E1020-Inst. Equip.	2019	2	0.25	0.000	0.25	30
E1090-Other Equip.	0	0	0	0	0	0

## Portables (1997) 1

School ID: 577001 | Raices del Saber Xinachtli Charter School (Las Cruces)

Total Area: 1680

NMCI Contrib?

NO

<h3>Property Report (Record ID #: 45568)</h3> <p>This report itemizes the Systems of a permanent or portable structure, or site.</p>	INDICES
	w/Repair: 55070 Replacement: 88099 Repair: 88099 FCI: 100.00 <a href="#">View Comments by Property</a>

\*Index values denoted as "per square foot". ½ symbol denotes system is "split"

System (Unifomat)	Install / Ren.	Age (YOY)	Age-based Wgt.	Cond.-based Wgt.	Applied Wgt.	Life
F1012-Pre-eng. Struct.	1997	24	0.625	0.000	0.625	15

## Site

School ID: 577001 | Raices del Saber Xinachtli Charter School (Las Cruces)

Total Area: 6737

NMCI Contrib?

NO

<h3>Property Report (Record ID #: 45569)</h3> <p>This report itemizes the Systems of a permanent or portable structure, or site.</p>	INDICES
	w/Repair: 14417 Replacement: 163440 Repair: 57599 FCI: 35.24 <a href="#">View Comments by Property</a>

\*Index values denoted as "per square foot". ½ symbol denotes system is "split"

System (Unifomat)	Install / Ren.	Age (YOY)	Age-based Wgt.	Cond.-based Wgt.	Applied Wgt.	Life
G2020-Parking Lots	2019	2	0.25	0.00	0.25	20
G2030-Pedestrian Paving	2019	2	0.25	0.00	0.25	30
G2041-Fences and Gates	1997	24	0.25	0.00	0.25	100
G2047-Playing Fields	0	0	0	0	0	0
G2050-Landscaping	1997	24	0.25	0.00	0.25	30
G2052-Basketball Courts	1997	24	0.25	0.00	0.25	30
G2053-Running Track	0	0	0	0	0	0

G2054-Tennis Courts	0	0	0	0	0	0
G2055-Playground Equipment	2019	2	0.25	0.00	0.25	20
G3010-Water Supply	1997	24	0.25	0.00	0.25	50
G3020-Sanitary Sewer	1997	24	0.25	0.00	0.25	50
G3030-Storm Sewer	1997	24	0.25	0.00	0.25	40
G3052-Wells for Cooling/Heating	0	0	0	0	0	0
G3060-Fuel Distribution	0	0	0	0	0	0
G4010-Electrical Distribution	1997	24	0.25	0.00	0.25	50
G4020-Site Lighting	2019	2	0.25	0.00	0.25	40
G4090-Other Site Electrical Utilities	0	0	0	0	0	0
G90-Site Specialties	0	0	0	0	0	0

\*(½) symbol denotes the system is "split"

## Support Documents

[Help](#)

[Assessor Training Video \(24min\)](#)



[Using Assessor Property & EA Worksheets](#)



[User Guide - General](#)



[General Service Level Agreement](#)

## Change Log & Known Issues

Program Version: 1.0.1.000 [Change Log](#)

### Who's online

There are currently 3 users online.

- [Ghill](#)
- [arcplanning](#)
- [amartinez](#)





# New Mexico Public School Facilities Authority

Partnering with New Mexico's communities to provide quality, sustainable school facilities for our students and educators.

Home

Schools

## PSFA.fad

(ver. 1.0)

### Search Assessor Comments



Print this page

## Raices del Saber Xinachtli CH | 577001 | State Chartered

### Deficiency Report

CH (Charter School) cost model applied | [Edit EA Profile](#)

School Name: Raices del Saber Xinachtli CH

#### GENERAL INFORMATION

#### ADEQUACY STANDARDS (X=Deficient)

#### CONSTRUCTION INFO

Total Enrollment: 61

Permanent GSF: 5057

Portable GSF: 1680

#### POPULATION

Population(s) must be >0 to make EA requirements active.

Growth Factor: 1

Number of Students: 61

Expected Population: 61

Number of Pre-K Students: 0

Number of K Students: 24

#### PARKING

Total Parking:	1	of 0 required	0
Number of Handicap Parking:	1	of 0 required	0
Number of Student Drop-Off:	1	of 0 required	0
Number of Bus Drop-Off:	0	of 0 required	0

#### SQUARE FOOTAGE

Arts and Music NSF:	0	of 0 required	0
Administrative NSF:	216	of 0 required	0
Career Ed. NSF:	0	of 0 required	0

**Number of 1-5 Students:** 37

**Number of 6-8 Students:** 0

**Number of 9-12 Students:** 0

**Number of SE Students:** 0

**Number of Lunch Turns:** 3

**Number of Staff:** 0

### CLASSROOMS & FACILITIES

**Number of Classrooms:** 6

**Number of SE Classrooms:** 6

**Playground Equipment:** Yes

**Required Kitchen NSF:** 0

**Evaluated Science Lab Storage:** 0

### PARKING

**Number of Paved Parking:** 1

**Number of Gravel Parking:** 0

<b>Computer Lab NSF:</b>	0	of 0 required	0
<b>Faculty Work Area NSF:</b>	212	of 0 required	0
<b>Food Service NSF:</b>	98	of 0 required	0
<b>General Classroom NSF:</b>	3858	of 2384 required	0
<b>General Storage NSF:</b>	91	of 0 required	0
<b>Maintenance or Janitorial Space NSF:</b>	36	of 0 required	0
<b>Media Center NSF:</b>	0	of 0 required	0
<b>Parent Work Space NSF:</b>	0	of 0 required	0
<b>Physical Ed NSF:</b>	0	of 0 required	0
<b>Science Classroom NSF:</b>	0	of 0 required	0
<b>Science Lab Storage NSF:</b>	0	of 0 required	0
<b>Spec. Ed. Classroom NSF:</b>	3858	of 0 required	0
<b>Student Health NSF:</b>	0	of 0 required	0

### MISCELLANEOUS

<b>Number of Chemical Storage Units:</b>	0	of 0 required	0
<b>Number of Multi-Use Playgrounds:</b>	0	of 0 required	0

#### EA Memo:

11/26/19 AM: Enrollment update per AR conversation with school admin.

[Deficiency Report \(brief\)](#)

### Created by Admin

Wed, 11/27/2019 - 06:57

**Last Updated:** Wed, 03/10/2021 - 11:16 by amartinez

# Support Documents

Help

[Assessor Training Video \(24min\)](#)



[Using Assessor Property & EA Worksheets](#)



[User Guide - General](#)



[General Service Level Agreement](#)

## Change Log & Known Issues

Program Version: 1.0.1.000 [Change Log](#)

### Who's online

There are currently 3 users online.

- [arcplanning](#)
- [amartinez](#)
- [Ghill](#)