

New Mexico Public Education Commission



2023 Charter School Renewal Application

Part E: Facilities

Charter Schools Division
Public Education Department
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Santa Fe, NM 87501
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Approved by the Public Education Commission: March 18, 2022

Table of Contents

Instructions	1
School Information	1
Facilities Narrative.....	1

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: Southwest Preparatory Learning Center
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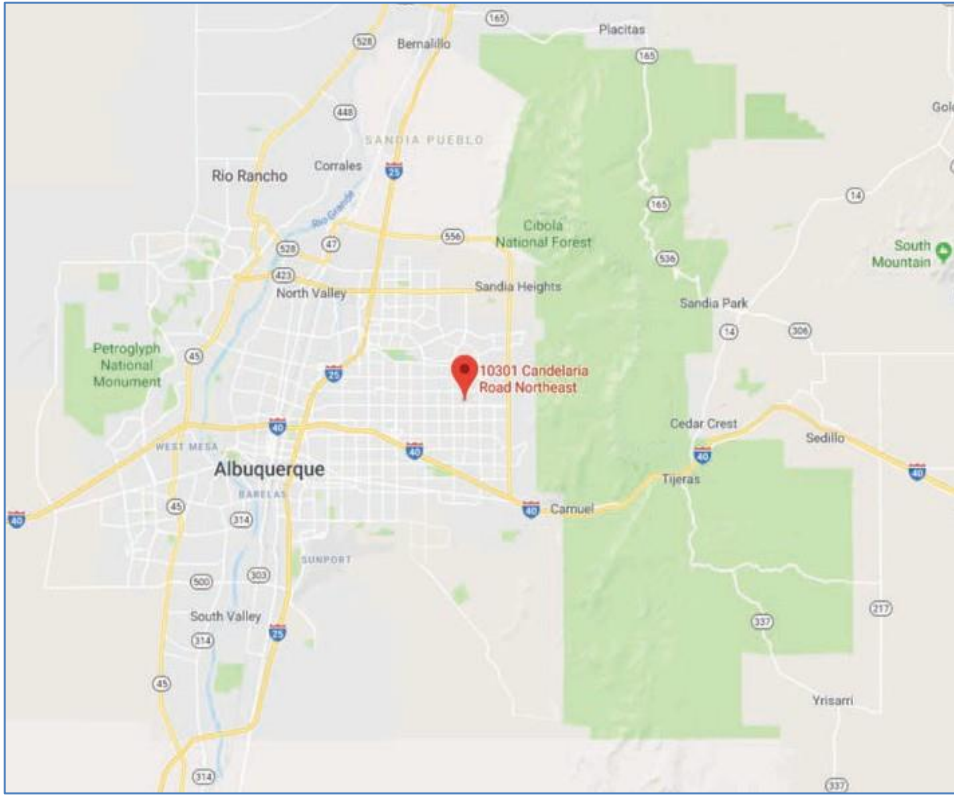
Facilities Narrative

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

School response:



Southwest Preparatory Learning Center (SPLC) is located at 10301 Candelaria Road NE, in the northeast heights area of Albuquerque. SPLC serves grades 4-8 and shares the facility through a sublease with Southwest Secondary Learning Center (SSLC).



The site is located on the northwest corner of the intersection at Candelaria Road NE and Morris Street NE with residential properties to the west and north. The site is 4.3 acres and includes a main building, three portable buildings, two parking areas, a grass playing field, a shade structure and other landscaped areas.

Photos of some exterior areas and classrooms follow:

Walking entry off Candelaria and Morris Intersection



Outdoor Learning Space



Main Computer Lab



STEAM Lab



Indoor Physical Education Areas





Classroom Spaces



Portable Buildings



For additional information, please reference the Southwest Preparatory and Southwest Secondary Learning Center Facility Master Plan and Educational Specifications provided as Appendix E-3.

Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

This Certificate, issued pursuant to the requirements of Section 308 of the Albuquerque Uniform Administrative Code, certifies that at the time of issuance this structure was in compliance with the above code and other technical codes and city ordinances regulating building construction or use.

Building Address 10301 Candelaria Rd NE Zip _____

Portion of Building Remodel (Change of Occupancy)

Use Classification Commercial Project Bldg. Permit No. 0410324

Occupancy Group E1 A2.1 & B Type of Construction II 1hr Land Use Zone _____

Owner of Building Saylor Properties Trust Address 10301 Candelria Rd NE ABQ NM

By: Argyllis Villanueva

Date: March 21, 2005

Bob Williams

Chief Building Official

POST IN A CONSPICUOUS PLACE

SUB-LEASE AGREEMENT

by and between

SOUTHWEST SECONDARY LEARNING CENTER

as Sublessor

and

SOUTHWEST PREPARATORY LEARNING CENTER,

as Sublessee.

Dated as of April 1, 2021

THIS SUBLEASE is effective April 1, 2021 and entered into by and between the Governing Council of Southwest Secondary Learning Center, a New Mexico public charter school ("Sublessor"), and the Governing Council of Southwest Preparatory Learning Center, a New Mexico public charter school ("Sublessee").

WHEREAS, the Sublessor entered a Lease Purchase Arrangement ("LPA") with Saylor Family Trust, LLC as Lessor ("Saylor") and Sublessor as "Lessee" effective April 1, 2021, by which the Sublessor is purchasing the real property and improvements located at 10301 Candelaria NE, Albuquerque, New Mexico 87112, within Bernalillo County, New Mexico (the "Property"). The LPA was approved by the Secretary of the New Mexico Public Education Department on October 10, 2020. Pursuant to NMSA 1978, §22-26A-5.1, the Property is considered "public property";

WHEREAS, prior to execution of the LPA, the Parties each leased from Saylor a portion of the Property. Effective April 1, 2021, Saylor assigned its interest in that certain Charter Property Lease dated, July 1, 2020 between Saylor and Sublessee to Sublessor. By the terms of the LPA upon execution of the LPA, the Sublessor's lease with Saylor for its portion of the Property was cancelled;

WHEREAS, Sublessor desires to lease that portion of the Property that Sublessee currently occupies to Sublessee ("Subleased Premises") pursuant to the terms and conditions set forth in this Sublease and approximately depicted in Exhibit A hereto;

WHEREAS, the Base Rentals payable to the Sublessor hereunder shall constitute currently appropriated expenditures of Sublessee and shall not constitute a debt or multiple fiscal year direct or indirect obligation whatsoever of Sublessee, or a mandatory charge or requirement against Sublessor, in any Fiscal Year beyond the Fiscal Year for which such payments have been appropriated;

WHEREAS, the execution, delivery and performance of this Sublease by the Sublessor has been duly authorized by the Sublessor and, upon the execution and delivery of this Sublease by the Sublessor and Sublessee, this Sublease will be enforceable against the Sublessor and Sublessee in accordance with its terms; and

WHEREAS, the Parties mutually intend that the Sublessee shall occupy the Subleased Premises described in this Sublease, regardless of the Sublessee's authorizer as the term is defined in the Charter Schools Act, for so long as the terms of this Sublease is in effect, and that Sublessor intends for the Subleased Premises to be used for the purposes stated herein and no other purpose, until or unless the Sublessee's charter is revoked or not renewed for the reasons stated in NMSA 1978, §22-8B-12(K).

NOW, THEREFORE, for and in consideration for the mutual covenants and the representations herein contained, the Parties hereto agree as follows:

1. DEFINITIONS. The following terms as used in this Sublease not otherwise defined elsewhere herein shall have the meanings set forth below:

- (a) "ALLOCATION OF COSTS": means each Parties' proportionate share of costs as determined in the manner set forth in Section 3 of the Cost Sharing Agreement attached hereto as Exhibit B and incorporated herein.

- (b) "BASE RENTALS": means payments pursuant to Section 7 hereof for and in consideration of the right to use the Subleased Premises.
- (c) "BASE RENTAL PAYMENT DATE": means the first day of each month.
- (d) "CAPITAL IMPROVEMENT" OR "OUTLAY FUNDS" shall mean those funds to which either the Sublessor or Sublessee are entitled pursuant to the Public School Capital Improvements Act, NMSA 1978, §22-25-1, *et seq.* Public School Buildings Act, NMSA 1978, §22-26-1, *et seq.*, Public School Capital Outlay Act, NMSA 1978, §22-24-1, *et seq.*, specific legislative appropriations for improvements to the Property, or such other funds specifically designated as capital outlay funds to be used for improvements to public school facilities.
- (e) "EVENT OF NONAPPROPRIATION" Includes:
 - i. The New Mexico Legislature or the New Mexico Public School Capital Outlay Council fails to grant sufficient money or appropriations to the Sublessee to carry out the terms and conditions of this Sublease.
 - ii. The New Mexico Legislature or the New Mexico Public Education Department fails to grant sufficient money or appropriations to the Sublessor to carry out the terms and conditions of this Sublease.
- (f) "FISCAL YEAR" means that period from June 30 to July 1 used for financial reporting and budgeting by each of the Parties.
- (g) "PARTY" or "PARTIES" shall refer to either the Sublessor, Sublessee or both as the context of the applicable Sublease language requires.
- (h) "PSCOC" means the Public School Capital Outlay Council.
- (i) "SUBLEASED PREMISES" that portion of all buildings, appurtenances and real property located at 10301 Candelaria NE, Albuquerque, New Mexico 87112, including all Common Areas described in Section 11 all as depicted on the Floor Plan attached hereto as Exhibit A, excluding any personal property owned by the Sublessee. The Parties acknowledge that they are jointly using areas of the building, appurtenances and real property and that the actual square footage allocated to each for purposes of the Public School Capital Outlay Council's lease reimbursement grant awarded pursuant to NMSA 1978, §22-24-4(I) will be cooperatively determined annually during the Public School Facilities Authority's inspection to ascertain the classroom, administrative and TARE space allocated to each Party for purposes of the lease reimbursement grant award. The Parties do not intend for Exhibit A to be used to for purposes of calculating their respective classroom, administrative and TARE space.

- (j) "SUBLESSEE": Southwest Preparatory Learning Center a public charter school authorized by the New Mexico Public Education Commission
 - (k) "SUBLESSOR": Southwest Secondary Learning Center, a public charter school authorized by the New Mexico Public Education Commission.
2. REPRESENTATIONS AND COVENANTS OF THE SUBLESSOR. The Sublessor represents and covenants that;
- (a) The Sublessor a duly authorized public charter school and validly existing under the laws of the State.
 - (b) The Sublessor is authorized to lease the Subleased Premises to the Sublessee and to execute, deliver and perform its obligations under this Sublease.
 - (c) Leasing the Subleased Premises to the Sublessee pursuant to this Sublease serves a public purpose and is in the best interests of the Sublessor, the Sublessee and their constituents and stakeholders.
 - (d) The execution, delivery and performance of this Sublease by the Sublessor has been duly authorized by Sublessor's governing body as contemplated by NMSA 1978, §22-8B-4(N).
 - (e) This Sublease is enforceable against the Sublessor in accordance with its terms, limited only by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity.
 - (f) The execution, delivery and performance of the terms of this Sublease by the Sublessor does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Sublessor is now a party or by which the Sublessor is bound, including the Sublease, or constitute a default under any of the foregoing or, exempt as specifically provided in this Sublease, or result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Sublessor.
 - (g) There is no litigation or proceeding pending or threatened against the Sublessor or any other person affecting the right of the Sublessor to execute, deliver or perform its obligations of the Sublessor under this Sublease.
 - (h) The Sublessor will recognize economic and other benefits by the leasing of the Subleased Premises pursuant to this Sublease; the Subleased Premises is property that is necessary and essential to the Sublessor's purpose and operations.

- (i) The Sublessor is not aware of any current violation of any requirement of law relating to the Subleased Premises.
- (j) The Sublessor acknowledges and recognizes that this Sublease may be terminated upon the occurrence of an Event of Nonappropriation, and that the determination of an Event of Nonappropriation shall be within the discretion of the Sublessee's governing body.

3. REPRESENTATIONS AND COVENANTS OF THE SUBLESSEE.

The Sublessee represents and covenants that:

- (a) The Sublessee is a duly authorized public charter school and validly existing under the laws of the State.
- (b) The Sublessee is authorized, under NMSA 1978 §22-8B-4(D), to lease the Subleased Premises from the Sublessor and to execute, deliver and perform its obligation under this Sublease.
- (c) The lease of the Subleased Premises from the Sublessor pursuant to this Sublease serves a public purpose and is in the best interests of the Sublessee.
- (d) The execution, delivery and performance of this Sublease by the Sublessee has been duly authorized by Sublessee's governing body.
- (e) This Sublease is enforceable against the Sublessee in accordance with its terms, limited only by the continuation of Sublessor's charter, revocation or nonrenewal of the Sublessee's charter, Nonappropriation, bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, by equitable principles, whether considered at law or in equity.
- (f) The execution, delivery and performance of the terms of this Sublease by the Sublessee, as of the first Base Rental Payment Date, does not and will not conflict with or result in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Sublessee is now a party or by which the Sublessee is bound, or constitute a default under any of the foregoing or, except as specifically provided in this Sublease, result in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the Sublessee.
- (g) There is no litigation or proceeding pending or threatened against the Sublessee or any other person affecting the right of the Sublessee to execute, deliver or perform its obligations of the Sublessee under this Sublease.

- (h) The Sublessee will recognize a benefit by the leasing of the Subleased Premises pursuant to this Sublease; the Subleased Premises is property that is necessary and essential to the Sublessee's purpose and operations; the Sublessee has inspected the Lease Premises and believes that the Subleased Premises will adequately serve the needs for which it is being leased throughout the Sublease Term as defined in Section 3.
 - (i) The Sublessee is not aware of any current violation of any requirement of law relating to the Subleased Premises.
 - (j) The Sublessee anticipates receiving sufficient moneys to pay the "Base Rentals" as defined in this Sublease. The Sublessee specifically agrees that it shall not declare or cause to be declared an Event of Nonappropriation unless the New Mexico Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools and Sublessee is unable to pay the Base Rental amounts from other sources of funds, in Sublessee's sole discretion.
 - (k) The Sublessee acknowledges and recognizes that this Sublease may be terminated upon the occurrence of an Event of Nonappropriation, and that the determination of an Event of Nonappropriation shall be within the discretion of the Sublessee's governing body.
4. LEASE AND TERM. Sublessee recognizes that Sublessor retains ownership rights in the Subleased Premises; however, Sublessor covenants that, during the Sublease Term, and so long as no Event of Default shall have occurred pursuant to Section 16 below, the Sublessee shall peaceably and quietly have hold and enjoy the Subleased Premises without suit, trouble or hindrance from the Sublessor, except as expressly required or permitted by this Sublease.

Sublessor hereby leases to Sublessee and Sublessee hereby leases from Sublessor the Subleased Premises for three (3) months and four (4) years: April 1, 2021 through June 30, 2026 (the "Initial Term").

- (a) This Sublease Term shall be comprised of the Initial Term, and one (1), five-year renewal term ("Renewal Term") exercised pursuant to Section 6 below, subject to subsection (b) of this Section.
- (b) The Sublease Term shall expire upon the occurrence of any of the following events:
 - (i) June 30 of any Fiscal Year during which an Event of Nonappropriation has occurred as defined by Paragraph 1 (e) of this Sublease; or
 - (ii) Expiration due to the Sublessee not exercising the Renewal Term pursuant to Section 6.

(iii) Termination of this Sublease following an “Event of Default” as defined by this Sublease.

5. EFFECT OF TERMINATION OF LEASE TERM. Upon expiration or termination of the Sublease Term:

- (a) All obligations of the Sublessee or Sublessor hereunder shall terminate. Any accrued, but unpaid obligations of the Sublessee or Sublessor shall continue until they are discharged in full unless the termination is a result of revocation of the Sublessee’s charter in which event all obligations of the Sublessee shall terminate on June 30 of that year; and
- (b) If the termination occurs because of the occurrence of an Event of Nonappropriation, or an Event of Default, (i) Sublessee shall, on or before June 30 of the year in which the Event of Nonappropriation or Event of Default occurs (1) vacate the Subleased Premises and (2) deliver the Subleased Premises to the Sublessor; and (ii) if and to the extent the Sublessee has appropriated funds for payment of Base Rentals payable during the period between termination of the Sublease and the date the Subleased Premises is vacated, the Sublessee shall pay such Base Rentals to the Sublessor.

6. RENEWAL OF LEASE TERM. In accordance with Section 3 above, the Sublease may be extended for one (1) five (5)-year term by the Sublessee (“Renewal Term”), at Sublessee’s option, upon six (6) months’ written notice to Sublessor. Thereafter, this Sublease may be extended or renewed, by mutual consent of the Parties and upon such new terms and conditions as may be acceptable to both Parties. Such extension shall be in writing and shall be executed prior to the termination date and appended to the Sublease.

7. BASE RENTALS.

- (a) Sublessee shall pay Base Rentals to the Sublessor on the first day of each month beginning April 1, 2021. Base Rentals shall be the rate of the reimbursement received by or allocated to Sublessee from the PSCOC for leasing classroom space for Sublessee’s charter school pursuant to NMSA 1978 §22-24-4(l) (“Lease Reimbursement”) for each year of the Sublease Term. However, in no event shall Base Rentals be less than \$11,500 per month.
- (b) If the New Mexico Legislature eliminates Lease Reimbursement, Lessee shall pay to Sublessor \$11,500 each month as Base Rentals in twelve monthly installments.
- (c) If requested by Sublessee, the Sublessor agrees to join with the Sublessee in applying to the PSCOC lease reimbursement grants for funds to be used for Sublessee’s lease payments.

(d) Notwithstanding any other provision of this Sublease, Sublessee shall pay no Base Rentals, utilities, or other amounts on any portion of the Subleased Premises that has not received all occupancy permits necessary for Sublessee's operations on that portion of the Subleased Premises.

8. PARTIAL MONTHS. Base Rentals for any partial months will be prorated accordingly.
9. USE. Sublessee shall use the Subleased Premises only for the purpose of a charter school existing under the laws of the State, and a charter school's related activities, including but not limited to those activities described in the Sublessee's charter. Sublessee shall at all times have quiet enjoyment of the Subleased Premises. Sublessee may allow outside groups to use the Subleased Premises as long as the use of the facility is related to the charter school's activities. Sublessee agrees to abide by any requirements from Sublessor for outside use of the Subleased Premises.
10. MODIFICATIONS, INSTALLATIONS AND ALTERATIONS. The Sublessee shall not make additions, modifications or improvements to the Subleased Premises, without prior written approval of the Sublessor. Improvements, alterations, adding fixtures or other installations that are valued at less than \$5000, shall not require the Sublessor's prior consent. The Parties shall meet on or before March 1 of each fiscal year to discuss appropriate modifications, installations and alterations to the Property and negotiate each Party's respective financial and administrative obligations to complete the anticipated work. Any remodel, additions, modifications or improvements to the Subleased Premises shall not damage (i) the Subleased Premises as it existed prior thereto and shall become part of the Subleased Premises if the improvements are made using the either Parties Capital Improvement or Outlay Funds or cannot be removed without damaging the Subleased Premises; (ii) the value of the Subleased Premises after such remodeling, modifications and additions shall be at least as great as the value of the Subleased Premises prior thereto; and (iii) the Subleased Premises, after such remodeling, modifications and additions, shall continue to be used as provided in and shall otherwise be subject to terms of this Sublease. Sublessee agrees that prior to beginning any construction on the property it shall obtain all authorizations required by the New Mexico Public Education Department, PSCOC or PSFA, including but without limitation, approvals required by local and state building authorities. Except as set forth in Section 11 hereof or as otherwise required by law or agreed in writing between Sublessor and Sublessee, all work for any improvements in or on the Subleased Premises shall be performed by Sublessee at its own cost and expense. Sublessee shall only perform additional installations, alterations and improvements in conformance with the terms of this Sublease. Sublessor agrees that it will not unreasonably withhold its approval of requests made by Sublessee hereunder and that Sublessor will not unreasonably withhold consent or otherwise prevent Sublessee from obtaining and receiving capital funding for construction, repairs and maintenance to the Subleased Premises. Sublessee agrees to

consult with Sublessor prior to seeking appropriations or other funding for capital projects to the Subleased Premises.

11. REPAIR AND MAINTENANCE OF LEASED PROPERTY. Sublessor and Sublessee agree to apply their respective allocations of Capital Improvement or Outlay Funds to offset the expenses for maintenance and making repairs to the Subleased Premises and to the common areas of the Property used jointly by Sublessee and Sublessor (“Common Area”) as the mutually deem appropriate. Common Areas include those identified in Exhibit A including the soccer fields and other play areas in the north east quadrant of the Property. For the remainder of the first year of the Term (June 30, 2021) and for the second year of the Term (July 1, 2021 to June 30, 2022) Sublessor’s share of the Common Area repair and maintenance expenses is 58% and Sublessee’s share is 42%. Thereafter, each Party’s share of the repair and maintenance expenses for the Common Area shall be determined by each school’s proportionate share of the total enrollment of both schools based on each school’s 80th day and 120th day enrollment average of the prior fiscal year. The actual Allocation of Costs shall be calculated in February as contemplated in Section 3 of the Cost Sharing Agreement attached as Exhibit B.

(a) E-Occupancy. Sublessor and Sublessee agree to share, according to their respective Allocation of Costs as determined in Exhibit B, the costs and expenses for necessary repairs, improvements and maintenance to the Common Areas of the Property to ensure the Property continues to meet its current occupational rating for educational purposes (E-Occupancy), as evidenced by a valid and current E-Occupancy certification from state/local building/fire authorities.

(b) Building Structure. The Sublessor shall maintain and keep in good repair and safe, sound and secure condition all structural portions and all exterior parts of the Property, including the foundation, floor/ceiling joists, weight-bearing walls, columns, beams, roof, exterior doors, windows, including glass, portals, canales roof drains, and all outside drains, electrical, plumbing and gas supply lines, and water and sewer pipes and related equipment (the “Building Structure”).

(c) Facilities Master Plans. Sublessor and Sublessee acknowledge that because they are independently state-authorized charter schools, each is required by New Mexico law to maintain a five-year facilities master plan and a preventative maintenance plan (the “Plans”). The Parties agree to jointly request a waiver or appropriate variance from the Public School Facilities Authority (“PSFA”) and/or PSCOC to combine their Plans for efficiency and coordination of their respective capital outlay and other public facilities funding. Notwithstanding PSFA’s or PSCOC’s position on permitting joint Plans, the Parties agree to mutually coordinate their respective Plans to ensure that improvements, maintenance, repairs or renovations are made in accordance with the LPA and with the intent to maximize use of public funds. To the extent repairs, maintenance, or improvements are identified in the Plans as necessary, the costs shall be borne by the Party primarily affected. If the repairs, maintenance or improvements

affect the Common Areas, the Parties shall assume the costs according to the Allocation of Costs as determined in Exhibit B.

- (d) Building Systems. Sublessor at its expense shall maintain and keep in good repair and working order and in safe, sound and healthful condition all electrical, heating, cooling, water and plumbing systems serving the Property including the Subleased Premises.
- (e) Roads, Parking and Sidewalks. Sublessor, at its expense, shall maintain and keep in good repair and in safe, sound and secure condition all access roads, driveways, parking lots, sidewalks, and all other areas in, on or about the Property. If Sublessee installs playground equipment on the Property during any Term of the Sublease, Sublessee shall be responsible for maintaining and repairing the playground equipment and surrounding landscape ("Playground") to ensure the Playground is maintained in accordance with all safety requirements and standards applicable to public school playgrounds. The Playground must be covered by Sublessee's property insurance, evidence of which shall be provided to Sublessor upon request.
- (f) Sublessee's Furniture, Equipment and Interior Furnishings. During the Sublease Term, Sublessee at its expense shall purchase, maintain, repair and replace as reasonably necessary all school furniture, such as desks and bookshelves, school equipment (for which Sublessee is responsible), such as computer workstations, and interior furnishings of the Subleased Premises, such as carpeting. Sublessee shall be responsible for damage to the Subleased Premises as a result of negligence or intentional acts caused by its employees, students, volunteers or invitees to the Subleased Premises.
- (g) Compliance with Law and Regulations. Throughout the Sublease Term and any Renewal Term, Sublessor and Sublessee, as respectively applicable, shall cause the Subleased Premises to be in compliance with all applicable laws, regulations, ordinances, and requirements of government and their agencies including but not limited to the Federal, State, County and Municipal Governments, and each of them, and of any and all of their individual administrative departments, agencies, bureaus, commissions and officials, including those relating to health, safety and the environment; all requirements of the local fire insurance rating organization; and all requirements of all insurance companies writing policies covering the Subleased Premises or any part or parts thereof; regardless of whether any of the foregoing requirements are now in force or hereafter become enacted and take effect. Any expense for any repairs, changes or alterations to the Subleased Premises required by reason of any of the foregoing shall be the responsibility of the Party occupying that space according to Exhibit A or, if a building structure, the Sublessor. The responsible Party shall pay all costs, expenses, fines, penalties or damages that may in any manner arise out of or be imposed because of the failure of the Subleased Premises to comply with this provision.

12. INSURANCE.

- (a) Sublessor's Property Insurance. Sublessor, at its expense, shall carry special form property insurance (e.g., Owner's Policy or equivalent) insuring the Property at its full replacement value throughout the Sublease Term and any Renewal Term.
- (b) Sublessee's Premises Insurance. Sublessee at its expense shall insure itself against loss or damage to Sublessee's personal property in the Subleased Premises (e.g., Renter's Policy or equivalent).
- (c) Comprehensive Liability Insurance. Sublessor and Sublessee shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance covering the respective activities of each in and on the Property and Common Areas with the premiums thereon fully paid on or before due date, issued by and binding upon insurance companies approved by, and brokered through, the New Mexico Public Schools Insurance Authority.
- (d) Causality Loss. If during the Sublease Term or any Renewal Term the Subleased Premises is rendered unusable to Sublessee, whether in whole or in part, as a result of fire or any other causality, Sublessee's obligation to pay rent shall abate during such a period in proportion to Sublessee's loss of use of the Subleased Premises. In the further event that the restoration of the Subleased Premises is impossible within ninety (90) days after such occurrence, then Sublessee shall have the right to terminate this Sublease upon thirty (30) days prior written notice to Sublessor.

13. COST SHARING OF UTILITIES. The Parties acknowledge that it is not economically feasible to separately meter utilities including; electric, gas, refuse collection, water, telephone and internet services. Consequently, the Parties agree to execute on or before February 1 of each fiscal year, a Cost Sharing Agreement substantially in the form set forth in Exhibit B, of this Sublease. The Cost Sharing Agreement shall be approved by the Parties' respective governing bodies and incorporated into and made part of this Sublease. If the Sublease and the Cost Sharing Agreement conflict, the Cost Sharing Agreement will prevail. If no Cost Sharing Agreement is approved, Sublessor shall invoice Sublessee for its Allocation of Costs. Invoices shall be submitted no later than five (5) days from receipt by Sublessor to Sublessee and Sublessee shall pay its Allocation of Costs to Sublessor on or before five (5) days prior to the vendor's stated due date.

14. INSPECTION OF THE LEASED PROPERTY. The Sublessor and its duly authorized agent shall have the rights, but not an obligation, on reasonable notice to the Sublessee, at reasonable times, and at its expense, to examine and inspect the Subleased Premises subject to such regulations as may be imposed by the Sublessee for security purposes. Upon reasonable advance notice, the Sublessor and its duly authorized agent shall also

be permitted, but not obligated, to examine the books, records, reports and other papers of the Sublessee with respect to the Subleased Premises.

15. LIABILITY, INDEMNITY AND RELATED PROVISIONS. Sublessor shall not be liable for any injury to any person, or for any loss of or damage to any property, including property of Sublessee, occurring in or about the Subleased Premises from any cause whatsoever, other than from the negligence or willful misconduct of Sublessor or its employees, agents or contractors. Notwithstanding, Sublessor does not waive immunities provide by law, including those provided by the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, *et seq.*, as may be amended.

Each Party to this Sublease shall be solely responsible for all losses, damages, fines, penalties, liabilities and expenses, including actions or omissions of their respective employees, volunteers, officers and governing members, overhead costs, and attorneys' fees incurred in connection with all claims that result from actual injury to any person or from any actual loss or damage to any property occurring on the Property or Subleased Premises and attributable to that Party's negligence or willful misconduct. Each Party shall promptly notify the other of casualties or accidents occurring in or about the Property or Subleased Premises. Notwithstanding the foregoing, if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Parties, their employees, agents, invitees or licensees, the Party not at fault shall, to the extent permitted by law, indemnify the other but only to the extent of its own negligence or that of its agents, employees, invitees or licensees.

The liability of Sublessor and Sublessee, both as political subdivisions of the State, shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, *et seq.*, as may be amended.

16. DEFAULT; EVENTS OF DEFAULT DEFINED.

- (a) Any of the following shall constitute an "Event of Default" under this Sublease:
- (i) failure by the Sublessee to vacate the Subleased Premises after an Event of Nonappropriation as defined in this Sublease. Sublessee specifically agrees that it shall not declare or cause to be declared an Event of Nonappropriation unless the New Mexico Legislature eliminates or discontinues funding for lease reimbursement payments to charter schools, and Sublessee in its sole discretion determines that it is unable to pay Base Rental amounts from other funding sources;
 - (ii) any sublease, assignment, encumbrance, conveyance or other transfer of the interest of the Sublessee in all or any portion of the Subleased Premises made without written approval by Sublessor; or
 - (iii) subject to Paragraphs 16(a) and 17, failure by either Party to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in clause (i) or (ii) of this Paragraph 15.

- (b) The provisions of this Section 15 are subject to the following limitations:
 - (i) the Sublessee shall be obligated to pay Base Rentals only during the Sublease Term; and
 - (ii) if, by reason of Force Majeure, which shall include without limitation, delays in funding distributions beyond Sublessee's control caused by any governmental funding source, or the Sublessee shall be unable in whole or in part to carry out any agreement on its part herein contained, the Sublessee shall not be deemed in default during the continuance of such inability; provided, however, that the Sublessee shall, as promptly as legally and reasonably possible, remedy the cause or causes preventing the Sublessee from carrying out such agreement.

17. REMEDIES ON DEFAULT.

- (a) Whenever any Event of Default on this Sublease occurs or is anticipated to occur, the non-defaulting Party shall notify the defaulting Party in writing of said Event of Default prior to expiration of the time to cure such Event of Default and without impairing the defaulting Party's opportunity to cure the Event of Default. The non-defaulting Party shall act in good faith and take all reasonable measures to assist the defaulting Party in effectuating a cure of the default.
- (b) Whenever any Event of Default shall have happened and be continuing as to the Sublease, the non-defaulting Party may take one or any combination of the following remedial steps:
 - (i) terminate the Sublease and give notice to Sublessee to vacate the Subleased Premises on or before June 30 of the year in which the Event of Default occurs;
 - (ii) after declaring this Sublease terminated, reenter the Subleased Premises and occupy the whole or any part thereof for and on account of Sublessee and collect any unpaid Base Rentals and other charges, which have become payable, or which may thereafter become payable through the then current fiscal year of Sublessee; or
 - (iii) cure the default at the defaulting Party's expense, and withhold, reduce or offset any amount against any payments of Base Rent or any other charges due and payable under this Sublease.

18. NOTICE OF DEFAULT BY A PARTY.

- (c) *By Sublessee.* Sublessee shall be in default under this Sublease only if Sublessor serves upon Sublessee a written notice specifying the alleged default and Sublessee does not remedy the failure within forty-five (45) days following receipt of notice thereof or, in the case of a failure which takes more than forty-five (45) days to cure, if Sublessee (or any secured party) has not commenced to remedy the same and is diligently prosecuting the same within such time period. Sublessor shall not exercise any remedies available to it until the grace period provided for in this section has elapsed.

(d) *By Sublessor.* Sublessor shall be in default under this Sublease only if Sublessee serves upon Sublessor a written notice specifying the alleged default and Sublessor does not remedy the failure within forty-five (45) days following receipt of notice thereof or, in the case of a failure which takes more than forty- five (45) days to cure, if Sublessor or (any secured party) has not commenced to remedy the same and is diligently prosecuting the same within such time period. Sublessee shall not exercise any remedies available to it until the grace period provided for in this section has elapsed.

19. NOTICE OF INTENT TO TERMINATE LEASE. Sublessor agrees to notify Sublessee in writing by no less than sixty (60) days prior to its intent to terminate this Sublease for default.
20. HOLDOVER. Any holding over by Sublessee after the expiration or termination of the Term or any Renewal Term shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Sublease.
21. ASSIGNMENTS AND SUBLETTING. Sublessee shall not assign the Sublease or sublet the Subleased Premises without Sublessor's prior written consent. Sublessor's decision to permit an assignment or sublet is within its sole discretion.
22. WAIVER. Failure of Sublessor or Sublessee to insist upon the strict performance of any provision or to exercise any option shall not be construed as a waiver of the future performance of any such provision or option. No provision of this Sublease shall be deemed to have been waived unless such waiver is in writing and signed by the waiving Party. No payment by Sublessee or receipt by Sublessor of an amount less than the Base Rentals shall be deemed to be other than on account of the earliest Base Rentals then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Base Rentals be deemed an accord and satisfaction, and Sublessor may accept such check or payment without prejudice to Sublessor's right to recover the balance of such Base Rentals or pursue any other remedy provided in this Sublease. Neither acceptance of the keys nor any other act or thing done by Sublessor or any agent or employee of Sublessor during the Term herein demised shall be deemed to be an acceptance of a surrender of the Subleased Premises, excepting only an agreement in writing signed by Sublessor, accepting or agreeing to accept such a surrender.
23. SIGNAGE. Sublessee shall have the right to install signage at its own expense on the Property or Subleased Premises so long as it complies with applicable governmental regulations and obtains Sublessor's prior written approval.
24. REQUIREMENTS FOR SUBLESSEE'S RENEWAL. Sublessee acknowledges that Sublessee will only be allowed to exercise its option to renew the Sublease if there is no uncured default under the terms of this Sublease. Sublessee hereby acknowledges that Sublessee has assumed all obligations for compliance with this Sublease. Sublessee must exercise

its option to renew the Sublease in writing and within the timeframes listed in this Sublease.

25. MISCELLANEOUS PROVISIONS.

(a) The marginal headings or titles to the paragraphs of this Sublease are not part of this Sublease and shall have no effect upon the construction or interpretation of any part of this Sublease.

(b) This Sublease is an integrated writing and supersedes any oral statements or representations or prior written matter not contained herein. This Sublease may not be modified orally or in any other manner other than by an agreement in writing signed by all the Parties to this Sublease or their respective successors in interest or permitted assigns.

(c) Time is of the essence of each term and provision of this Sublease.

(d) All rights and obligations under this Sublease shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

(e) Each person executing this Sublease represents that he or she is an agent or representative of a Party hereto duly authorized to execute this Sublease on behalf of such Party and to bind that Party to the performance of such Party's obligations hereunder and the he or she no authority to bind either Parties' employees, officers, directors, board members or governing council members, their successor or assigns, individually to the obligations of this Sublease.

(f) All covenants, stipulations, promises, agreements and obligations of the Sublessor or the Sublessee, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the Sublessee or the Sublessor, as the case maybe, and not of any member, director, officer, employee, servant or other agent of the Sublessee or the Sublessor, as the case may be, and not of any member, director, officer, employee, servant or other agent of the Sublessee or the Sublessor in his or her individual capacity, and no recourse shall be had on account of any such covenant, stipulation, promise, agreement or obligation, or for any claim based thereon or hereunder, against any member, director, officer, employee, servant or other agent of the Sublessee or the Sublessor or any natural person executing this Sublease or any related document or instrument.

(g) If any provision of this Sublease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Sublease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Sublease shall be valid and enforced to the fullest extent permitted by law.

(h) Anything to the contrary herein notwithstanding, Sublessee is not the Sublessor's agent for any purpose whatsoever, nor is Sublessor the Sublessee's agent.

(i) The rights and remedies of Sublessee and Sublessor under this Sublease shall be cumulative, and none shall exclude any other rights or remedies allowed at law or in equity. All indemnities and other similar obligations of either Party hereunder which by their nature extend beyond the expiration or earlier termination of this Sublease shall survive such expiration or earlier termination, but only to the extent permitted by law.

(j) This Sublease may be executed in counterparts, and each counterpart will be deemed to be an original, including any signatures of the Sublessor as to consent.

(k) Sublessee may file a "Memorandum of Sublease Agreement" in the real estate records of Bernalillo County.

(l) Unless otherwise stipulated in this Sublease, Sublessor agrees that Sublessee shall remain eligible and receive all capital outlay distributions to which it is entitled in accordance with state law.

(m) The Parties hereby acknowledge that each of them has read and understands the terms and conditions of the Sublease, has had an opportunity to consult with independent legal counsel and to affirmatively participate in the drafting of this Sublease. Each Party enters into this Sublease freely and with a full understanding of all its terms and conditions, and accordingly, in the event of a dispute over the meaning of this Sublease or the intent of the Parties, no provision herein shall be construed against either Party as the drafter thereof.

(n) Each Party represents to the other that it has full power and authority to enter into this Sublease; that all actions necessary for the execution of this Sublease have been taken; and that each person signing below has been duly authorized to sign this Sublease and bind such Party to all of its terms, provisions and conditions.

(o) This Sublease sets forth all of the covenants, promises, agreements, conditions and understanding between Sublessor and Sublessee respecting the subject matters of this instrument.

(p) This lease is exempt from State Board of Finance review and approval as stated in NMSA 1978, § 13-6-2.1.

26. NOTICE. All notices and communications required or permitted under this Agreement, including change of address, telephone number, email addresses set forth below, shall be in writing and shall be deemed given to, and received by, the receiving Party: (i) when hand-delivered to the street address of the receiving Party set forth below;

(ii) when sent by electronic mail to the email address set forth below with a receipt showing delivery; (iii) one day after deposit with a national overnight courier addressed to the receiving Party at the street address set forth below; or (iv) three (3) days after deposit in the U. S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving Party at the mailing address set forth below:

to Sublessor at: Head Administrator
 Southwest Secondary Learning Center
 10301 Candelaria NE
 Albuquerque, New Mexico 87112
 Email: clutz@sslc-nm.com

with a copy to: Matthew Fox, P.C.
 1925 Aspen Drive, Suite 301A
 Santa Fe, New Mexico 87505
 Email: pmatthews@matthewsfox.com

to Sublessee at: Head Administrator
 Southwest Preparatory Learning Center
 10301 Candelaria NE
 Albuquerque, New Mexico 87112
 Email: jcossey@sslc-nm.com

with a copy to: Dan Hill
 InAccord, P.C.
 1420 Carlisle Blvd. NE, Suite 208
 Albuquerque, NM 87110
 Email: dan.hill@inaccord.pro

27. NOTIFICATIONS TO AND APPROVALS BY STATE ENTITIES. The Sublessee's obligations under this Sublease are expressly contingent upon satisfaction of the requirements stated in NMSA 1978 §22-24-10 (2005) and §22-8B-4.2(C)(2011). Sublessor shall have the obligation to ensure that the Subleased Premises comply with all requirements for Sublessee's occupancy of the Subleased Premises.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and first written above.

SUBLESSOR:
SOUTHWEST SECONDARY LEARNING CENTER

BY: _____


DEBORAH BURNS, GOVERNING COUNCIL PRESIDENT

DATE: 3/29/2021

SUBLESSEE

SOUTHWEST PREPARATORY LEARNING CENTER

By: Aaron Redd
AARON REDD, GOVERNING COUNCIL, PRESIDENT

DATE: 03/29/21

Exhibit A
FLOOR PLAN OF SUBLEASED PREMISES
(see attached)

- = Preperatory
- = Secondary
- = Common Area
- = Shared Space

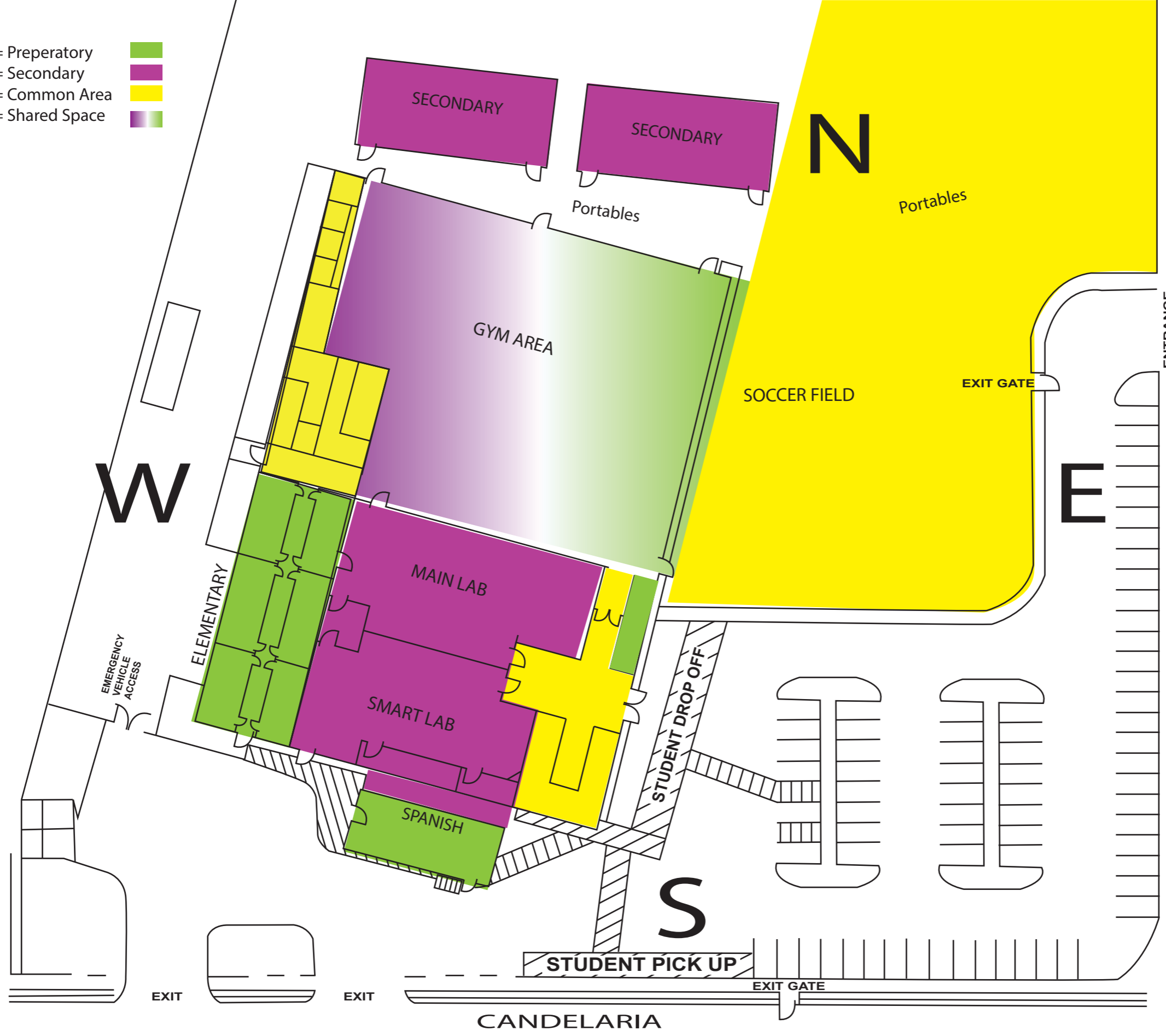


Exhibit A

ENTRANCE

MORRIS

S

CANDELARIA

EXIT

EXIT

STUDENT PICK UP

EXIT GATE

STUDENT DROP OFF

W

N

EMERGENCY VEHICLE ACCESS

ELEMENTARY

SECONDARY

SECONDARY

Portables

GYM AREA

SOCCER FIELD

EXIT GATE

MAIN LAB

SMART LAB

SPANISH

E

Exhibit B
COST SHARING AGREEMENT
(see attached)

EXHIBIT B TO SUBLEASE
COST SHARING AGREEMENT
BETWEEN SOUTHWEST SECONDARY LEARNING CENTER AND
SOUTHWEST PREPARATORY LEARNING CENTER

THIS COST SHARING AGREEMENT (Agreement) is entered into by and between Southwest Secondary Learning Center (SSLC) and Southwest Preparatory Learning Center (SPLC)(collectively the "Parties"). This Agreement once negotiated each year is incorporated by reference in the Sublease between the Parties.

SECTION 1. Purpose.

The purpose of this Agreement is for the Parties to describe the cost sharing arrangement and other obligations as it relates to those expenses incurred for operation of the Property its infrastructure, and related technology equipment and services. The Property that the Parties jointly occupy is commonly known as 10301 Candelaria, NE, Albuquerque, New Mexico, 87112, which is the subject property of that certain Sublease dated April 1, 2021 by and between SSLC and SPLC.

SECTION 2. Commencement and Review.

A. Term. This Agreement is effective for balance of Fiscal Year 2020-2021 and 2021-2022.

B. Costs. The Parties agree that the following categories of costs associated with the Property are covered by this Agreement: all utilities to the Property including, electric, gas, refuse collection, water, telephone and internet services, pest control services, alarm and security-related services, HVAC maintenance services, janitorial and grounds maintenance services.

C. Review. This Agreement shall be reviewed annually by the Parties pursuant to Section 13 of the Sublease. The Allocation of Costs as set forth in Section 3 of this Agreement, may be revised if a cost changes warranting an adjustment in the pro rata share to be paid by the Parties.

D. Payment. The Head Administrators of SSLC and SPLC agree to cooperate when directing staff and/or contractors as to maintaining an accurate accounting of the shared costs and to keep their respective boards informed as each deems appropriate.

E. Change of Vendor. SSLC is the entity contracting with respective vendors that provide services or equipment to the School Facility. If a change in vendor or provider is deemed necessary by either party, that party will discuss the proposed change with Head Administrator of the other school. It is the intent of the Parties that all vendors or service providers will be mutually agreed upon, however, the Head Administrator for SSLC will have the final decision when selection or terminating a vendor or service provider.

SECTION 3. Allocation of Costs.

SSLC and SPLC agree that their pro rata share of the costs ("Allocation of Costs") covered by this agreement shall be: SSLC 58% and SPLC 42% for the remainder of FY2021 and for FY2022. Thereafter, the cost allocation will be determined by calculating each school's proportionate share of the total enrollment of both schools based on each school's 80th day and 120th day enrollment average of the prior fiscal year.

The actual percentage of responsibility shall be calculated in February as contemplated in Section 3 of the Cost Sharing Agreement attached as Exhibit B. Beginning in FY2023 this allocation may be revised no more frequently than on the anniversary date of this Agreement, February 1.

SECTION 4. Invoicing

A. Payments. When invoices for costs covered by this Agreement are received by SSLC, it will promptly provide a copy to SPLC. Each party will enter the invoice for their respective Allocation of Costs and submit payment accordingly. SPLC will deliver a check to SSLC's business office with enough time for the payment to be mailed prior to the due date. Late fees caused by a delayed payment will be the responsibility of the party that caused the delay.

SECTION 5. Dispute Resolution.

If a dispute arises between the SSLC (as the contractor) and a vendor or service provider, the Parties agree to cooperate and act in good faith to avoid litigation and related costs, which may require the Parties to share the cost of retaining legal counsel, agreeing to a reasonable financial resolution, or such other outcome that is in the best interest of the Parties. Consequently, SPLC agrees SSLC will have the authority to make the ultimate decision concerning disputes arising from vendor/contractor relationships contemplated under this Agreement, but only that after consultation with SPLC.

The Parties agree that they will attempt to resolve any dispute related to the terms of this Agreement by informal conciliation. The Head Administrators of SSLC and SPLC will first try to resolve the dispute, and if unsuccessful will recommend to the respective governing bodies that they attempt to reach a resolution. If no solution can be reached, either party has the right to terminate this Agreement with sixty days written notice to the other.

SECTION 6. General Provisions.

A. Totality. This Agreement, together with the attachments, contains all of the terms agreed upon by the Parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements, and communications between the Parties, whether oral or written, concerning this subject matter.

B. Amendment. This Agreement may be amended at any time, only by the written agreement of the Parties.

C. Severability. The provisions of this Agreement are severable, and if any provisions are held to be illegal, invalid, or unenforceable, such holding does not affect the legality, validity, or enforceability of any other provision.

D. Waiver. Waiver by any party of any term or condition of this Agreement or any breach hereof does not constitute a waiver of any other term or condition.

E. Governing Law. This Agreement is governed by the laws of the State of New Mexico.

F. Scope and Effect of Agreement. This Agreement governs only the sharing of expenses among the Parties. No general agency, partnership, or joint venture arrangement among the Parties is intended. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

G. Assignment. This Agreement may not be assigned.

H. Notices. All notices or communications required or permitted to be given under this Agreement shall comply with the Notice provisions as set forth in Section 25 of the Sublease.

By signing below each Governing Council President certifies that the Agreement was approved by the Governing Council of the respective Parties.

SOUTHWEST SECONDARY LEARNING CENTER

BY: Deborah Burns
DEBORAH BURNS, GOVERNING COUNCIL PRESIDENT

DATE: 3/29/2021

SOUTHWEST PREPARATORY LEARNING CENTER

By: Aaron Redd
AARON REDD, GOVERNING COUNCIL, PRESIDENT

DATE: 03/29/21



Southwest Learning Centers

Facility Master Plan & Educational Specifications for

**Southwest Preparatory
Learning Center &**

**Southwest Secondary
Learning Center**

Final

January 2019



Architectural Research Consultants, Incorporated

✉ Albuquerque, NM

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📠 505-766-9269

🌐 <http://arcplanning.com>

ACKNOWLEDGMENTS

SPLC Governance Council

Aaron Redd, Board President
Alissa Mavridis, Board Vice President
Marvin Larsen, Board Secretary
Amber Romero, Board Member
DeEtte Peterson, Board Member

SSLC Governance Council

Deborah Lansdell, Board President
Laura Sanders, Board Member
Sean Hendrickson, Board Member
Michael Hamel, Board Member
Deborah Burns, Board Member

Steering Committee

Alex Banoczi
Jonas Cossey
Denise Dixon
Joe Hines
Krista Keay
Deborah Landsdell
Marvin Larson
Christine Lutz
Lisa Mora
Robert Pasztor
Amber Romero

Public School Facility Authority

Bill Sprick, Facilities Master Planner

Planning Consultant

Architectural Research Consultants, Incorporated

TABLE OF CONTENTS

Abbreviations.....	v
Introduction.....	vii
Executive Summary	viii
Overview	ix
1. Mission / Educational Philosophy / Process	1-1
1.1 Goals.....	1-1
1.2 Process.....	1-2
2. Existing and Projected Conditions	2-1
2.1 Programs and Delivery Methods.....	2-1
2.2 Historic and Proposed Enrollment	2-5
2.3 Site and Facilities.....	2-10
2.4 Utilization and Capacity of Existing Facilities.....	2-12
2.5 Facility Maintenance.....	2-14
3. Proposed Facility Requirements (Ed Specs)	3-1
4. Capital Plan.....	4-1
4.1 Capital Funding.....	4-1
4.2 Capital Needs	4-3
4.3 Capital Funding Strategy	4-3
4.4 Capital Plan Review	4-3
5. Master Plan Support Material	5-1

LIST OF EXHIBITS

Exhibit Intro-1 SWLC Schools Facts ix

Exhibit 1-1 FMP/Ed Specs Collaborative Process 1-2

Exhibit 1-2 FMP/Ed Specs Meeting Schedule 1-3

Exhibit 2-1 PED School Scores 2-3

Exhibit 2-2 Smart Lab 2-3

Exhibit 2-3 Projected Enrollment per School 2-5

Exhibit 2-4 SPLC Projected Enrollment per Grade 2-6

Exhibit 2-5 SSLC Projected Enrollment per Grade 2-6

Exhibit 2-6 SPLC Student Locations 2-7

Exhibit 2-7 SSLC Student Locations 2-8

Exhibit 2-8 PTR Loading 2-9

Exhibit 2-9 Classroom Need 2-9

Exhibit 2-10 Vicinity Map 2-10

Exhibit 2-11 Aerial View of the SWLC Campus 2-10

Exhibit 2-12 Utilization Approaches 2-12

Exhibit 2-13 Shared Spaces 2-13

Exhibit 3-1 Space Summary 3-1

Exhibit 3-2 Current Space Relationship 3-2

Exhibit 3-3 Ideal Space Relationship 3-3

Exhibit 3-4 Possible Addition Locations - Storage and Classroom Addition 3-5

Exhibit 3-5 Possible Addition Locations - Playground/Basketball Court and Classroom Addition 3-6

Exhibit 3-6 Possible Addition Locations - Storage, Classroom Addition and Fire Lane 3-7

Exhibit 3-7 Possible Addition Locations - Playground/Basketball Court and Classroom Addition 3-8

Exhibit 3-8 Possible Addition Locations - South Addition Region, Exit and Drainage Pond 3-9

Exhibit 4-1 2019-2020 Capital Funding 4-1

Exhibit 4-2 SPLC Expenditures 4-2

Exhibit 4-3 SSLC Expenditures 4-2

Exhibit 4-4 CIP Project Types 4-3

Exhibit 4-5 SPLC and SSLC Capital Investment Projects Table 4-5

ABBREVIATIONS

ADA - Americans with Disabilities Act

ARC - Architectural Research Consultants, Incorporated

CIP - Capital improvement project

CNM - Central New Mexico Community College

Ed Specs - Educational specifications

FAD - Facility Assessment Database maintained by PSFA

FMP - Facility master plan

HVAC - Heating, ventilation and air conditioning

per MEM - Per student membership, or per full time equivalent student enrollment

NMCI - New Mexico Condition Index

NMPED or PED - New Mexico Public Education Department

PE - Physical education

PSCOC/PSFA - Public School Capital Outlay Council / Public School Facilities Authority

PTR - Pupil/teacher ratio

SF - Square Feet

SPED - Special Education

SPLC - Southwest Primary Learning Center

SSLC - Southwest Secondary Learning Center

STEM - Science, technology, engineering and mathematics

SWLC - Southwest Learning Centers

Tare - Building areas that are not assignable such as hallways and mechanical rooms

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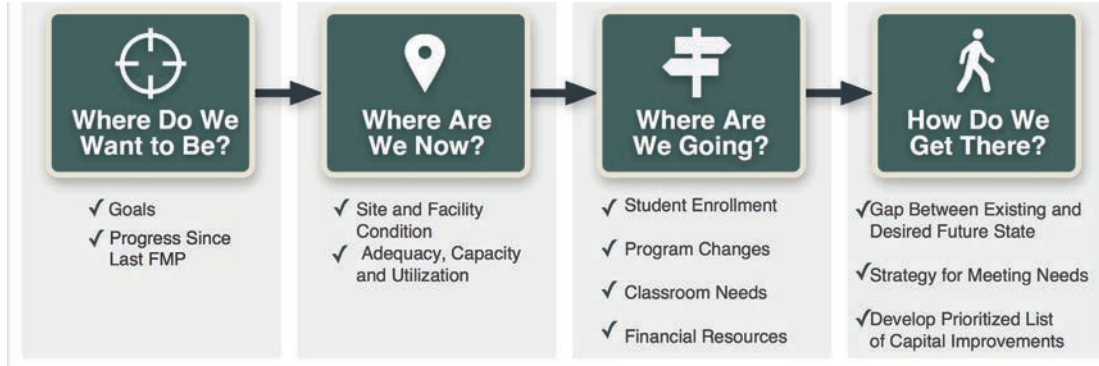
INTRODUCTION

The Facility Master Plan (FMP) and Educational Specifications (Ed Specs) serves as a flexible tool to present issues to the community, governance boards and school staff for input and revision on a periodic basis. Preparation of the FMP/Ed Specs used a systematic process that strives to identify needs and wisely allocate capital resources to assess charter school facilities in relation to state adequacy standards and charter policies with respect to:

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

The FMP/Ed Specs address 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 we are going? – analyzes information about future enrollment, program changes, classroom needs and financial resources.
- How do we get there? – identifies the gaps between existing conditions and the ideal future state, develops a strategy to meet needs, and presents a prioritized list of capital projects.



The Master Plan/Ed Specs have five sections:

- **Section 1 – Goals / Mission** provides information about school goals and mission, and the master planning process.
- **Section 2 – Existing and Projected Conditions** provides information about school facilities, programs, enrollment, classroom loading policies, classroom needs, site information, a facility condition evaluation, and utilization analysis.
- **Section 3 – Proposed Facility Requirements (Ed Spec)** provides facility goals and concepts.
- **Section 4 – Capital Plan** provides information about short-term capital needs, maintenance, technology needs and financing options.
- **Section 5 - Master Plan Support Material and Appendix** provides detailed information about the schools site and facilities.

EXECUTIVE SUMMARY

This document is a Facility Master Plan and Educational Specifications for Southwest Learning Centers (SWLC), all of whose schools are State of New Mexico chartered public schools. SWLC has two charter schools located in the northeast quadrant of Albuquerque, New Mexico. The two charter schools serve different age groups: Southwest Preparatory Learning Center serves grades 4 through 8, and Southwest Secondary Learning Center serves grades 9 through 12. Each school uses a highly successful educational reform model that integrates technology, service-learning, and personal responsibility to motivate and educate students. This traditional and innovative educational model combined with an individual growth plan prepares students to transition between academics and workplace competence.

With the use of a computer-based educational delivery system, and the help and guidance of a highly dedicated and

professional staff, students at the Southwest Learning Centers receive an education that is focused on their individual needs.

The Southwest Learning Centers are the first consortium of charter schools in New Mexico to use a vision of shared leadership and shared facilities which enables more student-generated funds to be allocated to the classroom. The shared emphasis is on content mastery, not seat time.

SWLC Preparatory and Secondary Schools occupy leased facilities which accommodate the current student load. Two years ago, the Primary and Intermediate Schools merged into the Preparatory School. The Preparatory School uses a traditional school day schedule, while the Secondary School uses three sessions to accommodate its student load: morning, afternoon and evening. The evening session has room for growth, but the day sessions are near capacity.

Long-term plans include the possible purchase of a building and/or future classroom additions for break out and specialized sessions as the student population warrants.

Main Computer Lab



OVERVIEW

This FMP/Ed Specs addresses Southwest Learning Centers' Preparatory (SPLC) and Secondary (SSLC) Schools. The Public School Capital Outlay Council (PSCOC) and the Public School Facilities Authority (PSFA) require that all New Mexico public schools have five-year FMP/Ed Specs as a prerequisite for eligibility to receive state capital outlay assistance. The FMP/Ed Specs guide capital planning decisions to support the school's educational mission and comply with minimum PSCOC/PSFA New Mexico Public School Facility Adequacy Standards, including variances for charter schools. This FMP/Ed Specs complies with guidance issued by the PSCOC and PSFA.

Exhibit Intro-1 SWLC Schools Facts

Preparatory School	
Grades Served	4-8
2018/19 enrollment (40-day)	175
Enrollment cap (per charter)	250
Initial Charter	2006

Secondary School	
Grades Served	9-12
2018/19 enrollment (40-day)	260
Enrollment cap (per charter)	350
Initial Charter	2002

Outdoor Learning Area



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1. MISSION / EDUCATIONAL PHILOSOPHY / PROCESS

1.1 Goals

1.1.1 SWLC Vision

Our vision is to become the best college-preparatory schools in New Mexico by teaching students how to become self-motivated, independent, life-long learners.

1.1.2 Preparatory School Mission

The mission of the Southwest Preparatory Learning Center is to sustain a high-performing learning community.

1.1.3 Secondary School Mission

The mission of the Southwest Secondary Learning Center is to sustain a high performing learning community by preparing computer-literate students for college or a career through a blended learning model that is individualized, self-directed and flexible.

1.1.4 Preparatory School Goal

The goal for the Southwest Preparatory Learning Center is to prepare students in grades 4 through 8 for the future by:

- Meeting their academic needs through an emphasis on the four core content areas identified by the New Mexico Public Education Department (language arts, mathematics, science, and social studies);
- Meeting their emotional and social needs by integrating the remaining five content areas (the arts, modern, classical and native languages, health education, physical education and career education) into the daily school program;
- Incorporating a variety of instructional methods including small/large group instruction, individualization, hands-

on activities, field trips, project-based learning, etc;

- Exceeding state standards as measured by individual student growth on the New Mexico criterion-referenced test.

1.1.5 Secondary School Goals

The goal for the Southwest Secondary Learning Center is to prepare students in grades 9 through 12 to become self-motivated, independent, competent, life-long learners. Students will be equipped with the reading, writing, mathematical, technological and problem-solving skills necessary for success in post-secondary education and personal career choices.

1.1.6 Educational Philosophy

We use a blend of traditional and innovative education techniques to help the student develop an individual growth plan, along with the input of the student's parents and teachers.

We believe it is essential to pave the transition between academics and workplace competence by providing real-world work experiences. Here, we link academic content to life situations by instilling the understanding of the value of work, and we lay the foundation for self-confidence by providing relevant, student-selected experiences.

Throughout the curriculum, students use critical thinking skills (problem-solving, analyzing and applying knowledge) to navigate through a college preparatory curriculum that effectively uses technology to deliver instruction.

From the traditional school model, we use the ideas of a smaller student-teacher ratio, having a core curriculum and providing a safe environment that provides extra-curricular activities in order to develop well-rounded students.

We also embrace the best of innovative educational ideas, including computer-based learning, a high-tech curriculum, individualized growth plans and flexible scheduling for the realities of the modern world.

1.2 Process

1.2.1 Data Gathering and Analysis

ARC uses a collaborative process to collect, review and analyze information about the school's educational program and delivery, projected enrollment and anticipated future needs, and to determine capital priorities.

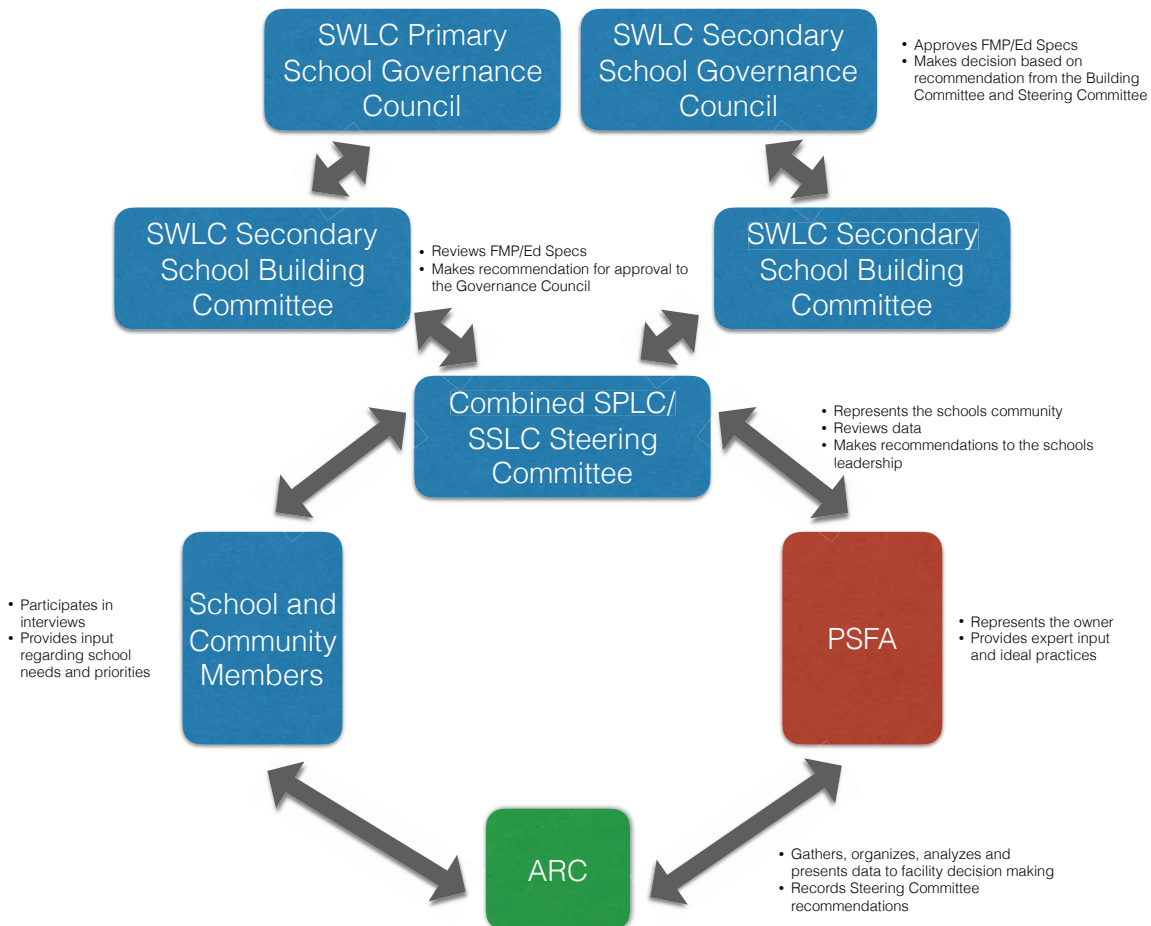
Exhibit 1-1 illustrates the collaborative process.

Steering Committee Involvement

SPLC and SSLC assembled a combined steering committee, including a cross-section of the school community comprised of parents, teachers, administrators and members of the governing board.

ARC conducted three meetings: A kick-off meeting, a combined steering committee meeting and an additional meeting with SSLC steering members to develop, gain consensus and refine the school's five-year capital needs.

Exhibit 1-1
FMP/Ed Specs
Collaborative Process



Capital Planning Process and Decision-Making

To accomplish the mission, vision and goals of each school, the governance boards direct the head administrator to secure appropriate facilities through lease-to-purchase arrangements, leases, gifts and donations as provided by statute.

Community Input

To gather input from a larger sample of stakeholders, ARC interviewed additional SPLC and SSLC staff, and community partners including IT personnel, ancillary service personnel, maintenance, Special Ed teachers and general staff.

Indoor PE Area



Playground



Exhibit 1-2

FMP/Ed Specs Meeting Schedule



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2. EXISTING AND PROJECTED CONDITIONS

2.1 Programs and Delivery Methods

2.1.1 Programs Overview - Southwest Preparatory Learning Center

The Southwest Preparatory Learning Center treats each core subject area independently as the concepts and depth of study in each area expand. The school places a heavy emphasis on expanding vocabulary using words the students are exposed to through the core subjects: social studies, math, language arts and science. The curriculum is closely tied to the Common Core standards and the national English Language Learner standards.

At SPLC, a student's education is supplemented with physical education, "Smart Lab," Spanish and art. The School offers Spanish and PE instruction for an hour twice a week, and art for one hour a week. It offers Smart Lab on a rotating schedule throughout the school year. Every classroom is fully equipped with Chromebooks for each student to allow for the use of technology.

Several field trips per year also help to supplement the curriculum, including:

- Theatre events
- ABQ BioPark
- New Mexico Museum of Natural History and Science
- Albuquerque area activities and events

Language Arts

Language arts instruction focuses on reading comprehension, critical thinking, vocabulary, Greek and Latin roots, and written expression. Students are expected to read grade-level-appropriate novels as part of the curriculum. Writing instruction includes formal and informal, evidence based,

creative and poetic writing. Students have exposure to word processing skills as part of the writing curriculum and are encouraged to edit and improve their writing. Students set individualized reading goals in addition to classroom expectations. Classroom activities typically include large and small group instruction, practice, support, and enrichment.

Social Studies

Social studies instruction in all grade levels includes current events using Scholastic News. Fourth grade students focus on New Mexico history, fifth grade focuses on American history, and sixth grade focuses on world history. Students demonstrate learning through research, writing, presentations and creative projects.

Math

Students explore topics in numeration, place value, operations, fact fluency, algebra, geometry and problem solving. Classes offer a variety of strategies as students investigate and solve multiple-step story problems. The curriculum emphasizes real life application and carefully develops higher-level thinking. Classroom activities typically include large and small group instruction, practice, support and enrichment. Teachers use a hands-on and pictorial approach before moving to abstract and higher-level activities.

Science

Science in the classroom builds inquiry and science, technology, engineering and mathematics (STEM) skills and is optimized for learning in the classroom, or at home using a laptop, tablet, or science textbook. The digital curriculum, virtual labs, hands-on activities, and write-in science textbook

contribute to developing important critical-thinking skills that prepare students for success in future science courses and in the workplace. The curriculum is a balance of Earth Science, Physical Science and the Life Sciences.

Fourth grade curriculum topics include: Studying Science, the Engineering Process, Plants and Animals, Energy and the Ecosystem, Weather Earth and Space, Properties of Matter, Changes in Matter, Energy, Electricity, and Motion.

Fifth grade curriculum topics include: How Scientists Work, Engineering Process, Cells to Body Systems, People in Science, How Living Things Grow and Reproduce, Ecosystems, Energy and Ecosystems, and Natural Resources.

Sixth grade curriculum topics include: Changes to Earth's Surface, Rock Cycle, Fossils, Earth's Oceans, the Solar System and the Universe, Matter, Light and Sound, and Forces and Motion.

Fourth through sixth grade students use the Smart Lab for projects.

Seventh and eighth grade students share classrooms and utilize a mix of traditional classroom time and computer-based learning through the Edgenuity on-line curriculum. Students utilize both the main computer lab and the Smart Lab for projects.

Overall, SPLC has maintained a good PED school score over the past five years.

2.1.2 Programs Overview SSLC

The Southwest Secondary Learn Center curriculum is computer-based through the Edgenuity online curriculum. Students have access to instructional equipment and material during sessions that are determined at the beginning of the semester. Students are not separated by grades or in separate classrooms.

The SSLC instructional environment is rigorous and highly academic. Faculty assists students who access the online curriculum site with guidance. Material is devoted to covering prescribed content to meet New Mexico School Boards Association requirements. Students learn core subjects in a computer lab. Curricula focus on the four core content subjects: language areas (reading and writing), mathematics, science and social studies. Elective programs are satisfied through hands-on, project-oriented instruction in a project implementation lab (the Smart Lab) or through off-campus alternative methods, such as dual credit (CNM partnership), mentorship, and work site service credits. The school also strongly emphasizes physical education (PE) programs.

Computer-based instruction involves students seated at a computer station for a period of time called a *session*. A self-directed web-based teaching program provides instruction. This program allows students to access and process instructional material in the subject of their choosing at any time, or to switch subjects during the session.

The school monitors students and also requires them to spend a set amount of time at home continuing their studies. Those falling behind are given additional classroom time and specialized attention from staff.

Smart Lab instruction allows students to collaborate and solve complex problems with the aid of technology. Through the application of technology-based tools to academically linked projects, students are motivated to explore topics of personal interest in a rigorous standards-based context. The Smart Lab gives students the opportunity to apply the learned skills and knowledge in their base courses.

One unit of PE is required for graduation, but the school emphasizes the link between physical education and scholastic success

through a generous gymnasium facility, and a variety of equipment that accommodates several types of physical and recreational activities at the same time. The school encourages all students to engage in physical education every school year.

SSLC’s lower PED school score for the past two years is attributed to more troubled students enrolling in the program and benefiting from the individualized plans and program.

2.1.3 Special Education

SWLC is a full inclusion program. The schools incorporate many instructional strategies to ensure the success of students with special needs. Strategies that impact the facility include:

- Individual and small group instruction to maximize student/teacher interaction
- Individualized computer-based modules
- Integrated ancillary services for the younger students
- Frequent training of faculty and staff
- The Student Assistance Team (SAT) process where a team makes suggestions for intervention strategies for special education students.

Exhibit 2-1

PED School Scores

PED School Grades	17/18	16/17	15/16	14/15	13/14
Southwest Preparatory	B	B	C	B	B
Southwest Secondary	C	C	A	A	A

Exhibit 2-2

Smart Lab



2.1.4 Student Health Services

SWLC offers ancillary, counseling and health services as needed through a contract with individual or group providers. These services share spaces by scheduling, and do not have dedicated spaces. Annual health testing takes place in classrooms. OT/PT activities take place off campus.

2.1.5 Food Services

SWLC does not provide food services. Students supply their own meals. The school provides refrigerators, microwave ovens and cafe dining space for students at lunch time. Lunch periods are staggered to keep younger students separated from the older students.

2.1.6 Program Changes

No significant changes in programs are anticipated in the near future.

2.1.7 Scheduling

SPLC's school day is from 8:00 a.m. to 3:00 p.m., Monday through Friday, with 40 minutes for lunch and 20 minutes for recess. Teacher in-service occurs before the beginning of the school year and does not impact the school schedule. Students receive 1,260 hours of available instruction time. Smart Lab sessions are on Wednesdays, when both the morning and afternoon sessions at SSLC are scheduled for the Main Lab and for PE classes. The Smart Lab is also dedicated to the SPLC students on Friday afternoons.

The SSLC schedule is divided into three daily sessions from Monday through Thursday. The first session meets from 8:00 a.m. to 11:30 a.m. During that time, students can work in the Main Lab or the Smart Lab, participate in PE, or work with staff individually or in small groups as needed. The second session meets from 12:00 p.m. to 3:30 p.m. with the same break outs as needed. On Friday, these two sessions meet in the Main Lab.

SSLC evening sessions are from 4:00 p.m. to 7:30 p.m., Monday through Thursday. No Smart Lab or PE classes are scheduled. This time of day is also when students can make up work with staff supervision and assistance.



2.2 Historic and Proposed Enrollment

2.2.1 Phased Enrollment

In New Mexico as a whole, charter school enrollment grew by 6% between 2016 and 2017. Starting with one charter school in 1999, New Mexico grew to more than 100 charter schools that serve more than 25,000 students.

SPLC Enrollment

Enrollment in SPLC has decreased slightly since 2014, but has had fairly steady enrollments since both schools opened. A few increases and decreases have occurred, but overall, enrollment has been consistent. The chart below shows that SPLC enrollment experienced a significant dip in 2018. Enrollment for 2019 reflects seventh and eighth grade students moving out of the secondary school and into the preparatory school.

Official charter enrollment caps are much higher than the preferred enrollment. SPLC strives to reach its ideal pupil/teacher ratios (PTRs), maintaining a steady enrollment. Seventh and eighth grade students used the Main Lab and Smart Lab as part of their curriculum, which allows for more students to rotate through traditional classroom studies.

SSLC Enrollment

SSLC could accommodate more students during its evening session, or with more staggered use of the Main Lab and the Smart Lab.

Although the majority of students are from Albuquerque's northeast heights area, 30% of students come from other areas of greater Albuquerque.

Please see Exhibits 2-6 and 2-7 for student locations, and Exhibit 2-8 for PTR loading.

Exhibit 2-3

Projected Enrollment per School

SOUTHWEST LEARNING CENTER ENROLLMENT BY SCHOOL, 2011-2028

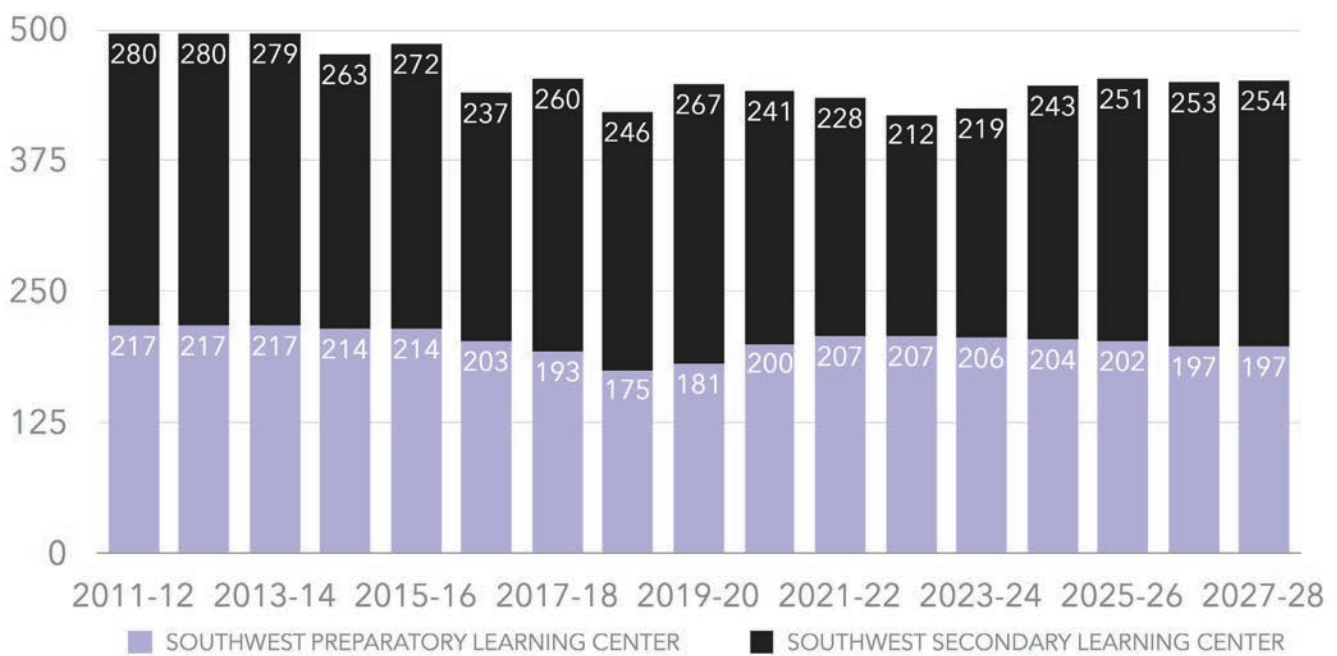
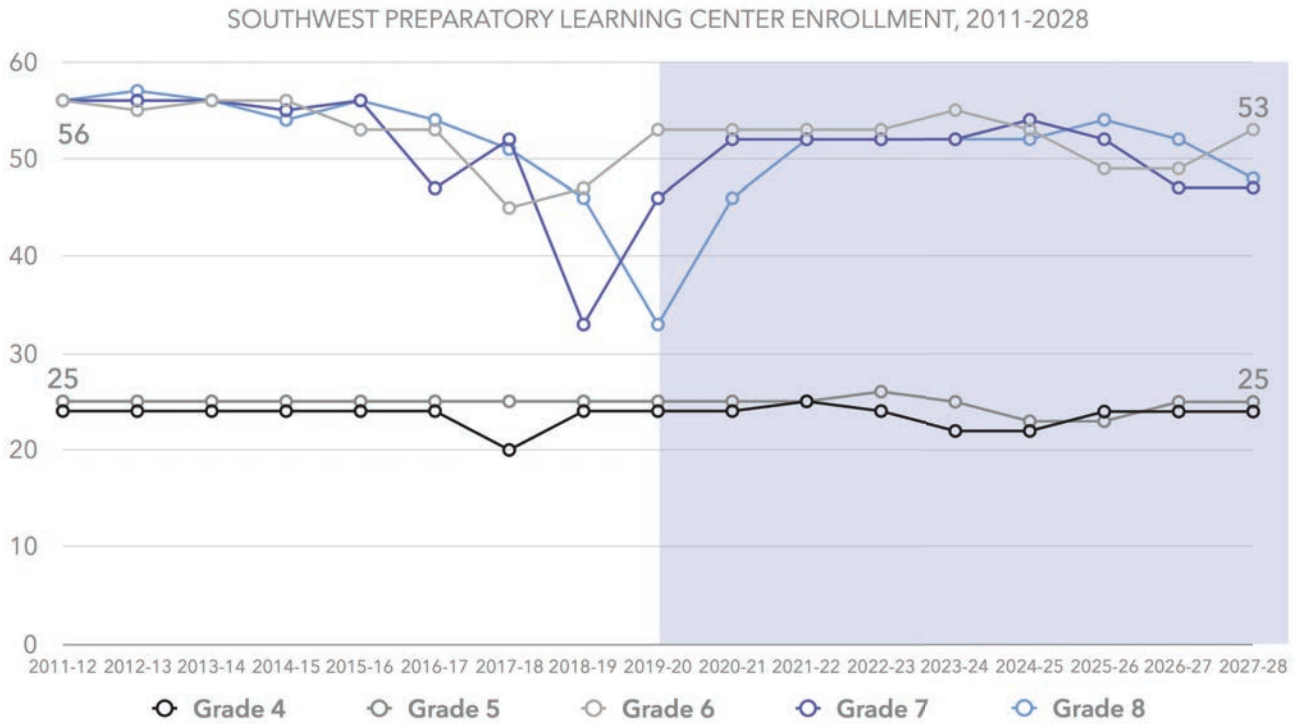
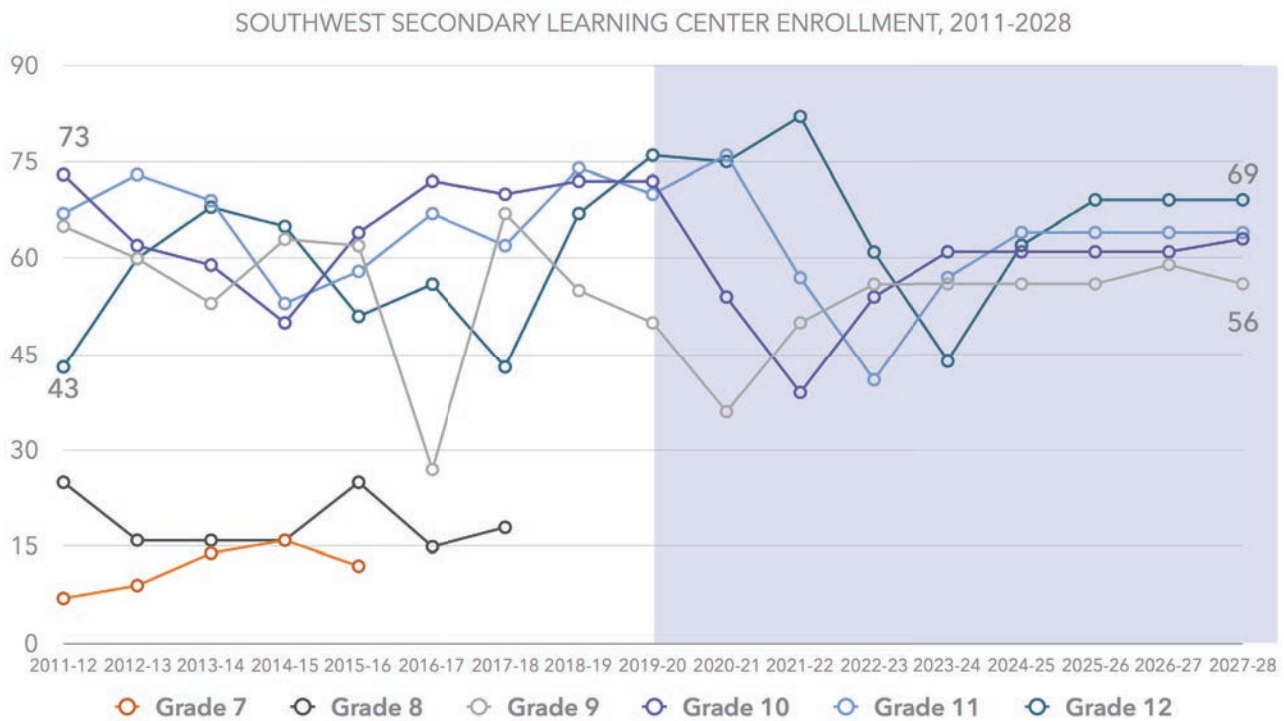


Exhibit 2-4 SPLC Projected Enrollment per Grade



Source: U.S. Census 1910 to 2010 and ACS 2011-2015 Estimates

Exhibit 2-5 SSLC Projected Enrollment per Grade



Source: U.S. Census 1910 to 2010 and ACS 2011-2015 Estimates

Exhibit 2-6
SPLC Student Locations

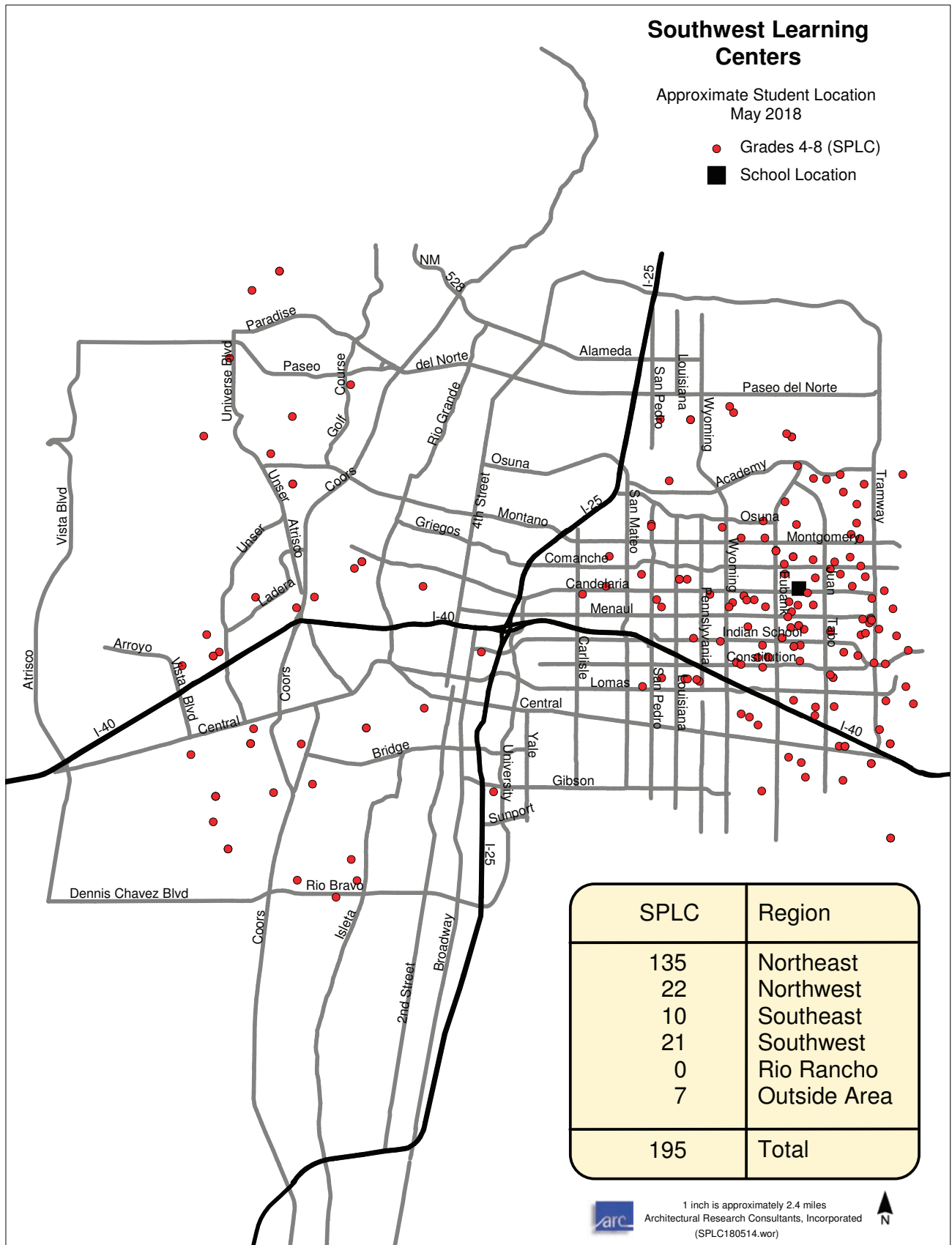
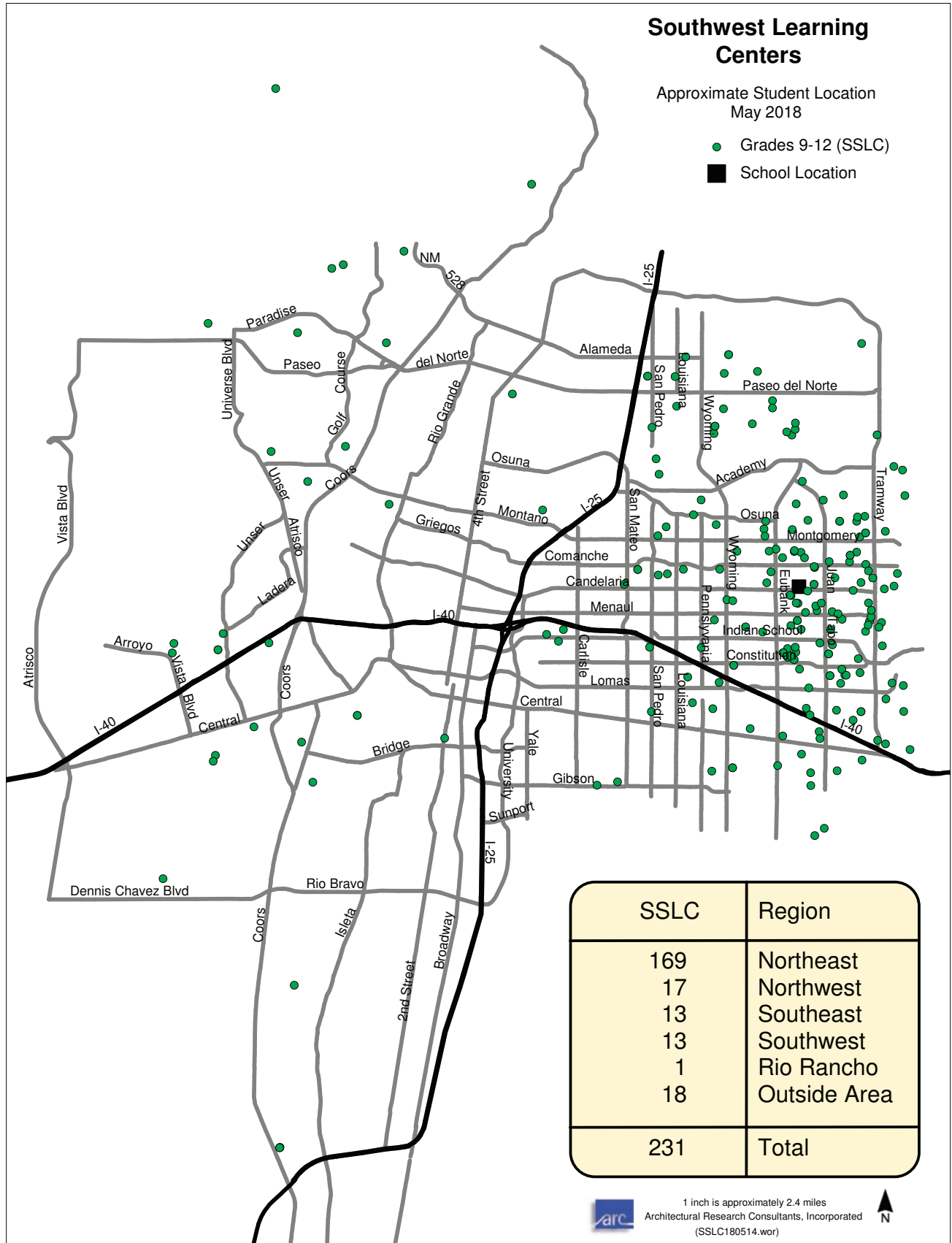


Exhibit 2-7
SSLC Student Locations



2.2.2 Classroom Loading Policy

SPLC’s goal is to maintain its enrollment through PTRs at ideal levels.

SSLC’s classroom loading capacity is based on the number of computers available, balanced with the staff available to assist as needed.

Exhibit 2-8 PTR Loading

Grade Level	Classroom Capacity	Charter Maximum PTR
4th grade (1 class)	32	24
5th grade (1 class)	28	25
6th grade (2 classes)	28/32	28
7th/8th grade (2 classes)	1	28

2.2.3 Classroom Needs

Please see the detailed classroom needs analysis in Section 5.

SPLC needs eight classrooms for its preferred enrollment; it currently uses seven classrooms. If enrollment were optimized, it could possibly need three additional classrooms.

SSLC has no formal classrooms. It would need four classrooms to house its preferred

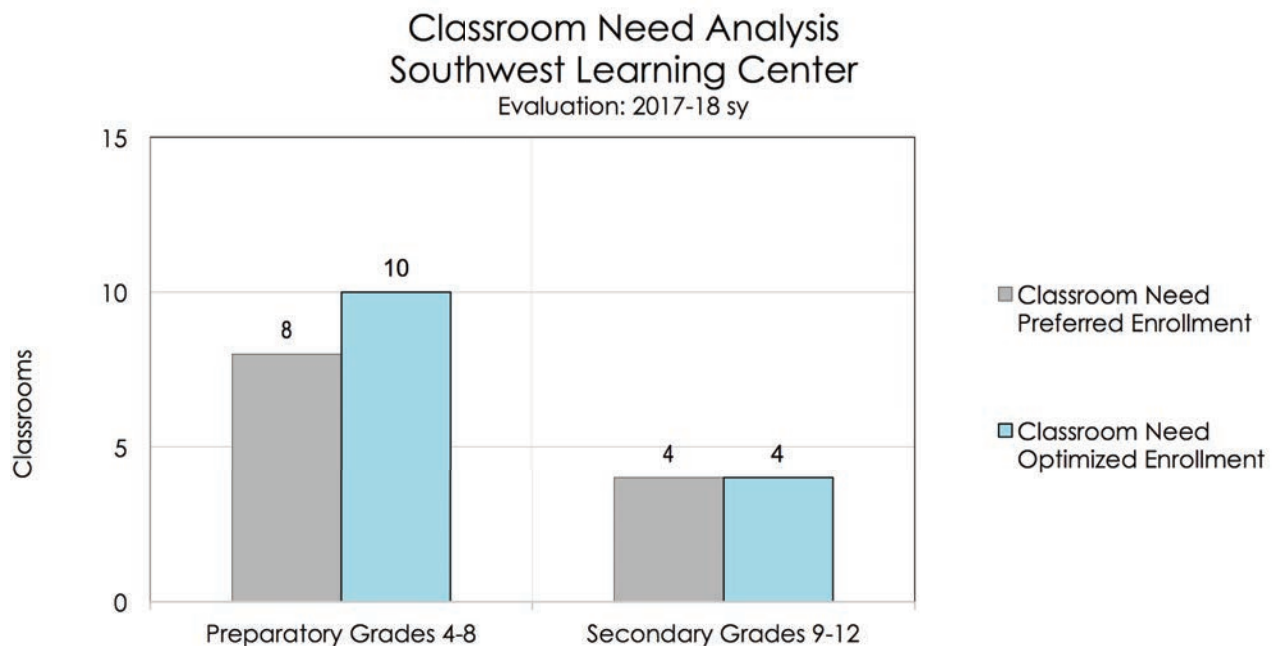
enrollment and for break out classes. It would require four to eight additional classrooms to meet the need.

The schools can share classrooms.

See Section 3. Educational Specifications for specialized classroom spaces and possible locations with probable costs.

The exhibit below shows classroom need.

Exhibit 2-9 Classroom Need



2.3 Site and Facilities

2.3.1 Site and Location

SPLC and SSLC share facilities at 10301 Candelaria Road NE, Albuquerque NM 87111 in the northeast heights area. The site is bounded by Candelaria Road NE and Morris Street NE, and residential properties to the west and north. The site is 4.3 acres and includes a single building, a portable classroom, two parking areas, a grass playing field, a small, shaded playground structure, a shade structure and other landscaped areas. A single bus provides transportation from the west side of Albuquerque. Most students are transported by their parents. The older high school students usually provide their own transportation.

Exhibit 2-10 Vicinity Map

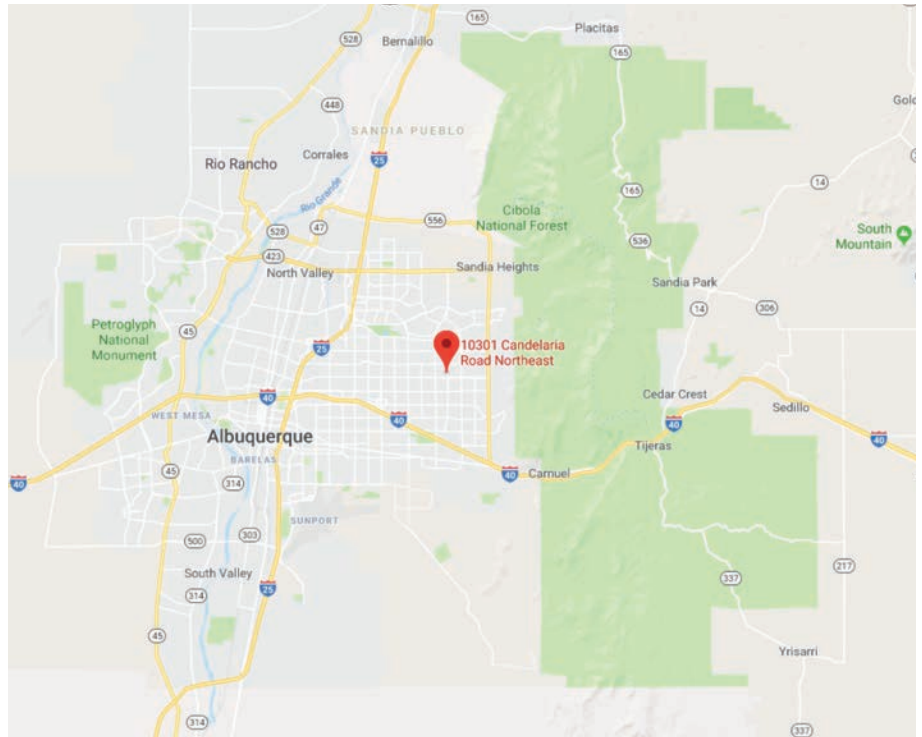


Exhibit 2-11 Aerial View of the SWLC Campus



2.3.2 Facility Condition Assessment

A detailed facility evaluation took place on May 8, 2018. The evaluator scored the facilities with respect to condition and the 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.

The facilities scored 86.3%, or the equivalent of a "B," indicating they are in satisfactory condition. However, upgrades and some capital investment will be necessary to keep the schools in satisfactory condition.

Section 5 of this report contains the summary report and detailed capital improvement projects.

PSFA last assessed the building in 2016. ARC submitted FAD update recommendations to PSFA. They are included in Section 5 of this report.

The schools ranked 591 (SPLC) and 595 (SSLC) according to PSFA's current 2018-2019 Final Ranking Report and New Mexico Condition Index (NMCI) values for district school facilities. Schools are listed starting from those with the greatest need (lowest ranking number) according to the state system. PSCOC currently funds capital projects for schools ranked in the top 200 and systems based projects for the top 400 schools.

The schools have not funded any major renovations or additions since opening.

The total cost of recommended projects for the next 15 years is \$6,807,430, not including possible additions.

Health and safety projects totaled \$178,662; ADA projects total \$753,489 and facility renewal projects total \$5,874,930.

Priority 1 projects, recommended for funding within the next year:

- Roof parapet caps
- Roof safety upgrades
- An entrance vestibule
- ADA signage
- Security upgrades to include a PA system, upgrading cameras and the intrusion alarm system

Priority 2 projects, recommended for completion in two to three years:

- Playground fall area refurbishment
- Shade structure repairs
- ADA student restroom renovations
- Electrical upgrades

Priority 3 projects, recommended for completion in four to five years:

- Grass field refurbishment
- Outdoor basketball court upgrades
- Gym acoustical treatments
- Staff restroom renovation

Priority 4 projects, recommended for completion in six to ten years:

- Parking lot improvements
- HVAC replacement
- Possible classroom addition

Priority 5 projects, recommended for completion in 11 to 15 years:

- Roof insulation and replacement

2.4 Utilization and Capacity of Existing Facilities

Existing Utilization

PSCOC/PSFA analyzes utilization using two approaches, described in the table below. PSCOC/PSFA recommends a target utilization of about 80% to 85% for middle and high schools. (Refer to the Appendix for utilization spreadsheets.)

Exhibit 2-12 Utilization Approaches

	Utilization Method	SPLC %
1	Amount of time instructional space is occupied vs. the amount of time it is available to be occupied	70%
2	Number of seats filled in classes vs. the number of available seats	91%

	Utilization Method	SSLC %
1	Amount of time instructional space is occupied vs. the amount of time it is available to be occupied	70%
2	Number of seats filled in classes vs. the number of available seats	91%

*Note: The percentages are not erroneous. Although the base numbers differ, the final utilization percentages are the same.

Existing Capacity

The functional capacity of existing instructional spaces in SPLC and SSLC is about 589 students, which is above the total 2018/19 enrollment of 435 students.

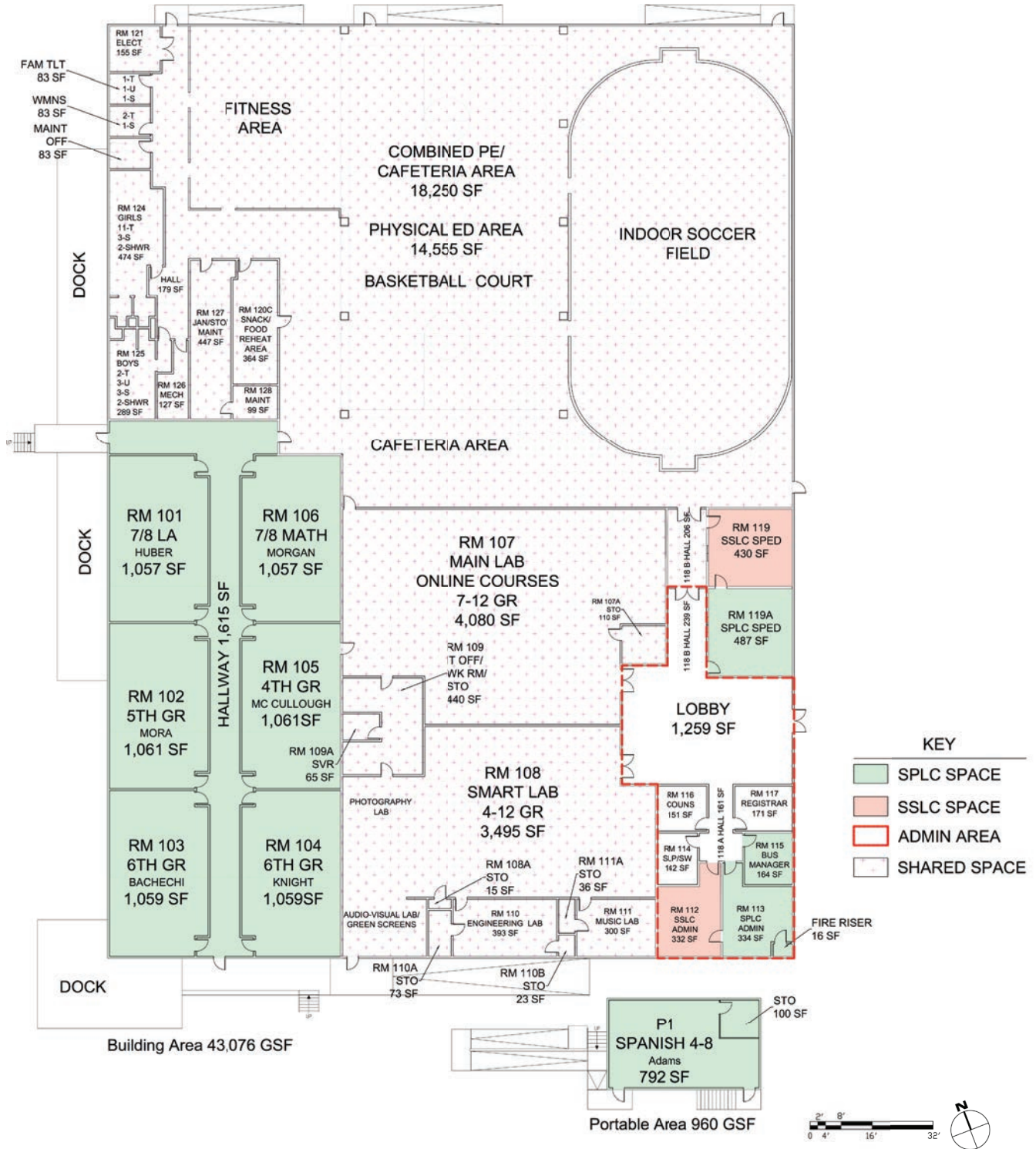
Because these schools focus on computer-based learning, the functional capacity is derived the number of shared computer lab stations, which is 589. All classes can be loaded only to the computer lab capacities.

Exhibit 2-13 on the following page illustrates the shared facilities between the two schools.

Main Computer Lab



Exhibit 2-13
Shared Spaces



2.5 Facility Maintenance

2.5.1 Maintenance Projects

The evaluator incorporated all major maintenance projects into the facility condition assessment and capital improvement projects (CIPs). No minor maintenance projects are anticipated to become capital project.

Approximately 12% of the schools' budgets, or \$560,000, goes toward operations and maintenance of the building. National standards for building maintenance recommend approximately \$3.50 per square foot to maintain a building in its current condition. The cost for this building is approximately \$150,800 per annum for maintenance and does not include operational expenses such as utilities and insurance.

Since the facility is leased, the landlord should be responsible for core maintenance, such as upkeep of roofs and HVAC units, the building envelope, etc. The schools are responsible for tenant improvements such as finishes, interior upgrades and school adequacy requirements, or as agreed upon in the leasing contract.

If SWLC purchases the building, it will be responsible for all maintenance, capital improvement projects and upgrades.

The schools do not have an energy management plan.

See Exhibits 4-2 and 4-3 for SPLC and SSLC expenditures under the Capital Plan in Section 4.

3. PROPOSED FACILITY REQUIREMENTS (ED SPECS)

3.1 Facility Goals and Concepts

3.1.1 Goals

1. Support the schools' missions:
 - Encourage independent, self-motivated learning.
 - Incorporate a variety of instructional methods, including small and larger group instruction, individualization, hands-on activities, field trips and project based learning.
 - Meet the students' academic needs by emphasizing the four core content areas, and develop reading, writing, mathematical, technological and problem-solving skills necessary for success in post secondary education and personal career choices.
 - Incorporate computer-based instructional methods with hands-on, project-based learning and physical education activities.
 - Exceed state standards as measured by individual student growth on the New Mexico criterion-referenced test.
2. Locate the schools in a publicly owned facility.
3. Maximize the efficient use of shared space between SPLC and SSLC.

3.1.2 Concepts

Site Requirements

- Provide adequate space on site for maintaining current site activities.
- Locate facilities near other public assets such as libraries, parks and higher education facilities.
- Provide adequate site space to accommodate necessary support functions, such as staff and visitor parking, loading/unloading for student

transportation, and usable and safe outdoor play and dining areas.

- Provide a secure building entrance that can be secured from the remainder of the school.

PSFA requirements prescribe adequate parking for staff and a minimum of 25% of high school students, per session. The schools must have a hard surface playing area and a playground for the younger students.

Space Requirements

SPLC space requirements and SSLC space requirements combined create a school with larger spaces than a traditional school setting.

Based on PSFA's Adequacy Planning Guide, the following is a comparison of the space that the schools use to support their programs versus state recommendations. Because SWLC is a combined school, the more stringent requirements are used.

The building efficiency is excellent, with an 18% tare instead of the standard 30%. The computer labs account for the majority of space used by the students. PE space is generous both inside and outside.

Exhibit 3-1 Space Summary

Spaces Provided	SWLC	Traditional HS (561 Students)
TARE	8,139	10,842
Admin & Staff	1,573	800
Physical Education	14,555	6,500
Computer Labs	7,575	2,244
Lab Storage	257	200
SPED	917	900
Classrooms Grades 4-5	2,122	1,568
Classroom Grades 6-8	4,232	3,528
Classroom Grades 9-12	0	6,150
Cafeteria	4,059	3,157
General Storage	547	250
Total GSF	43,076	36,139

Space Configuration

The space available within this leased facility is excellent, but the configuration is poor. Travel from places within the building usually requires transversing other spaces. For instance, to reach the restroom, students and staff must walk through the cafeteria area, since support spaces are not centralized.

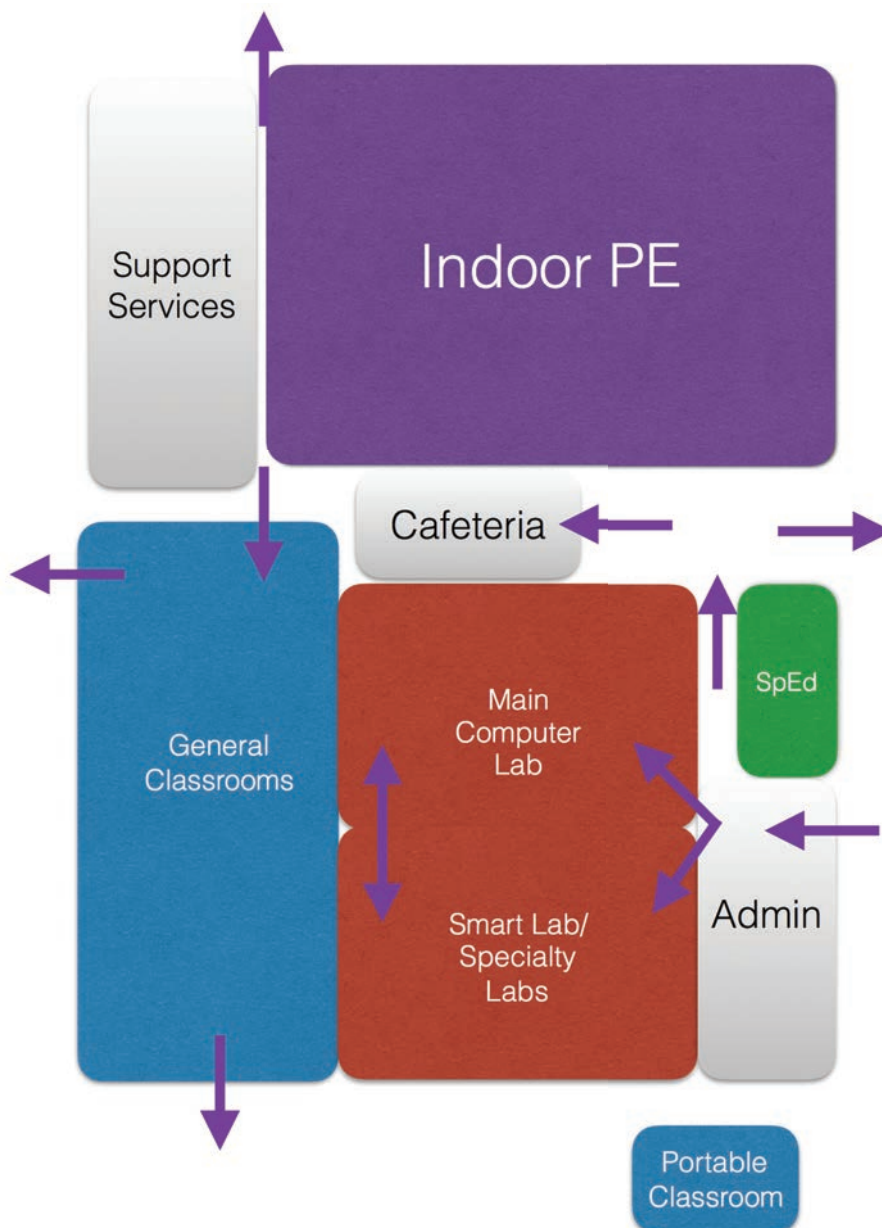
Exhibits 3-2 and 3-3 illustrate the current space relationship and the ideal space relationship.

SWLC has adequate space for its current usage, but lacks break out spaces for high school students who need specialized instruction.

SWLC is currently reviewing other possible school sites, or purchasing their current facility with the possibility of adding additional classroom space.

A more ideal space relationship could accommodate a smaller indoor PE space, centralize services, separate the younger

Exhibit 3-2
Current Space Relationship



and older students, and provide break out spaces for the high school students.

Addition

If SWLC keeps its current facility, a four-to eight-classroom addition is desirable as it grows to its full capacity of students. It would need break out and specialized classrooms; the portable could be used for ancillary services or removed.

Exhibits 3-4 through 3-8 illustrate possible placement of an addition. The estimated cost for an addition ranges from about \$2 to \$4 million, depending on the size and

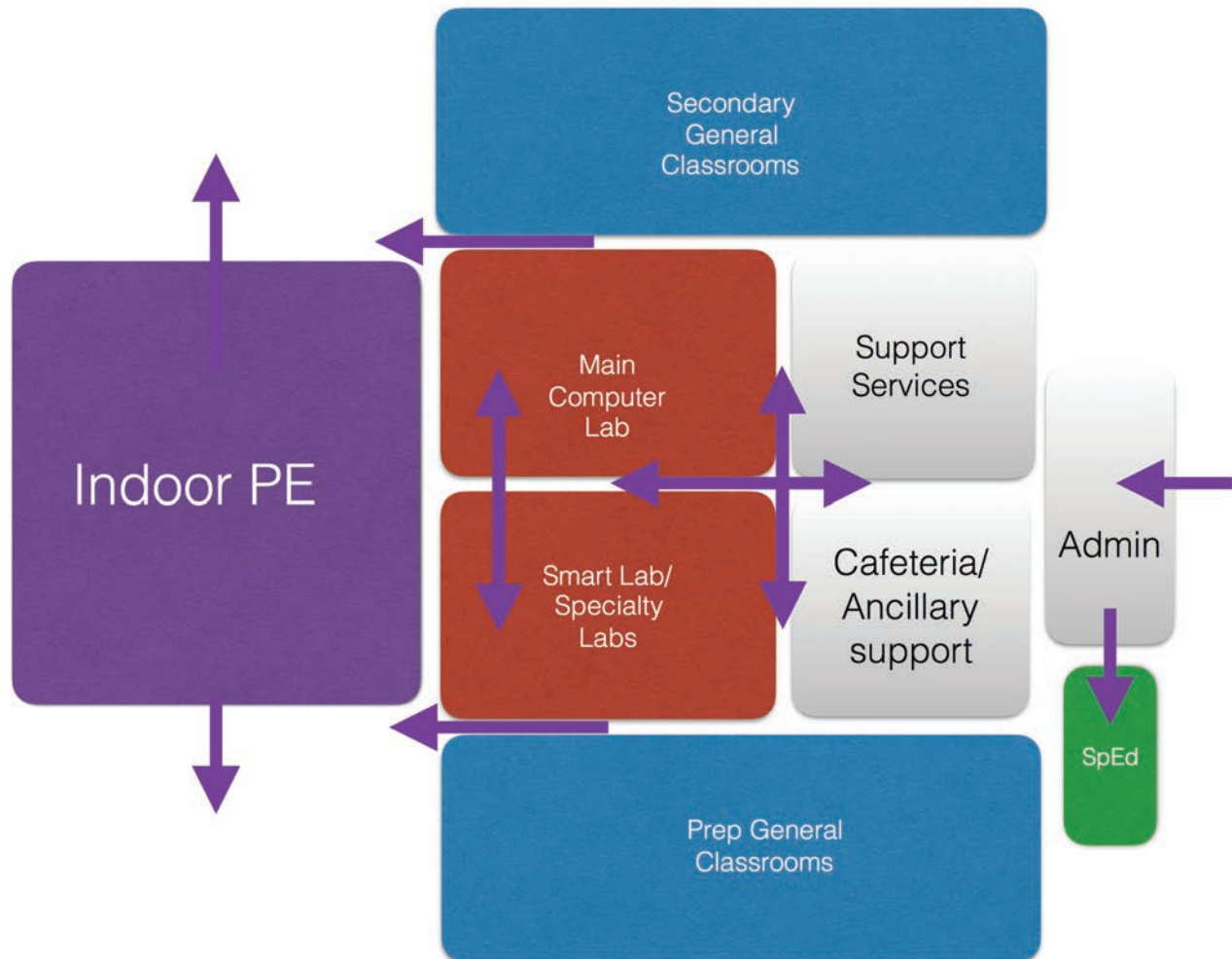
location within the current site. Section 5 contains detailed descriptions and costs (see capital improvement projects).

Site requirements for an addition would require maintaining a fire lane on the west side, possible dock modifications or grass field modifications to re-locate the playground, shade structure and hard surface play area.

Building Purchase

The building is in a good location for the majority of the students, and in a stable neighborhood. It has good access from the adjacent streets. However, purchase

Exhibit 3-3
Ideal Space Relationship



of the current facility should be carefully considered, as the building is more than 50 years old. The HVAC systems are at about 75% of life expectancy, and the electrical service is past its life expectancy and at its maximum capacity. The building lacks a security vestibule at the main entrance, and the restrooms do not meet current ADA requirements. Per the 2010 ADA Standards, all public buildings should meet the minimum requirements for ADA accessibility. All these projects are costly and will require capital dollars within the next 15 years.

Alternative Methods

SPLC and SSLC will continue to deliver the following programs through alternative methods:

- Media center: the student have unlimited access to online media resources and use of neighborhood libraries
- Student health services: a contract nurse visits the facility every semester to conduct testing
- Ancillary services: SWLC holds contracts with service professions for occupational therapy, physical therapy and speech language pathology. Services are conducted in vacant offices or off site.
- Food service: students bring lunch from home and heat food in microwave ovens available at the facility. They eat lunch on site in the cafeteria area or outside at provided picnic tables.

Technology

A current technology plan is not available, but SWLC plans to upgrade software and hardware. It is an E-rate school.

In the summer of 2018, the school upgraded teacher software and replaced all desktop computers.

Planned improvements include:

- Replace the current telephone system with a VOIP telephone system
- Create a support lab for SpEd

- Upgrade the building's bandwidth from 125mb to 300mb
- Replace Chromebook tablets with laptop computers (about 210)
- Improve the back-up systems

Smart Lab Monitor

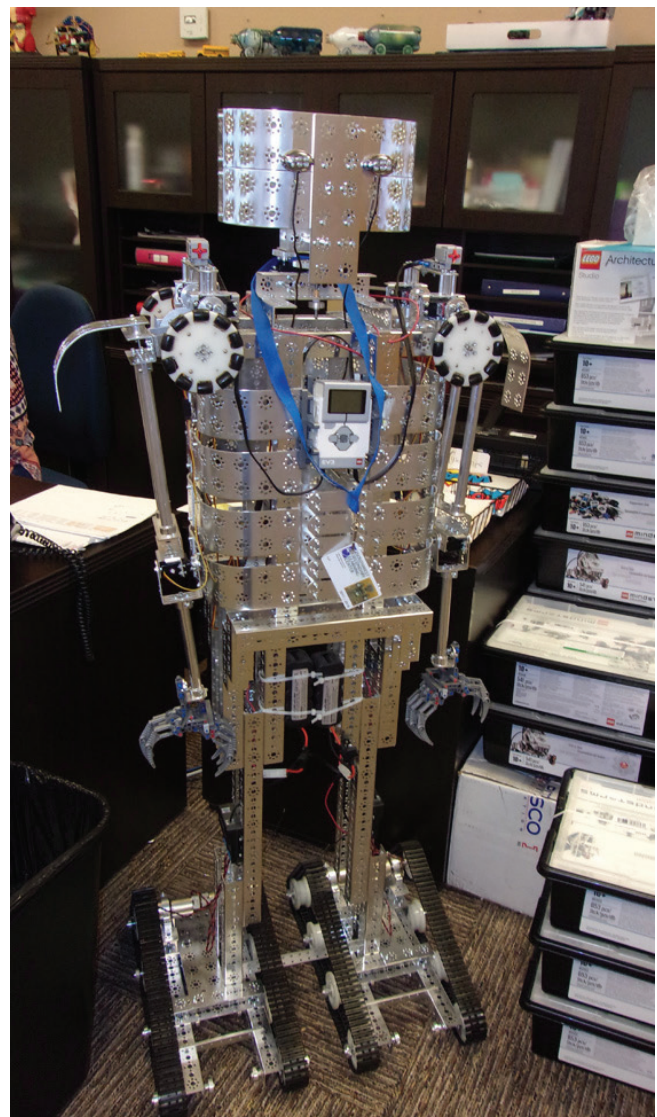


Exhibit 3-4 Possible Addition Locations - Storage and Classroom Addition

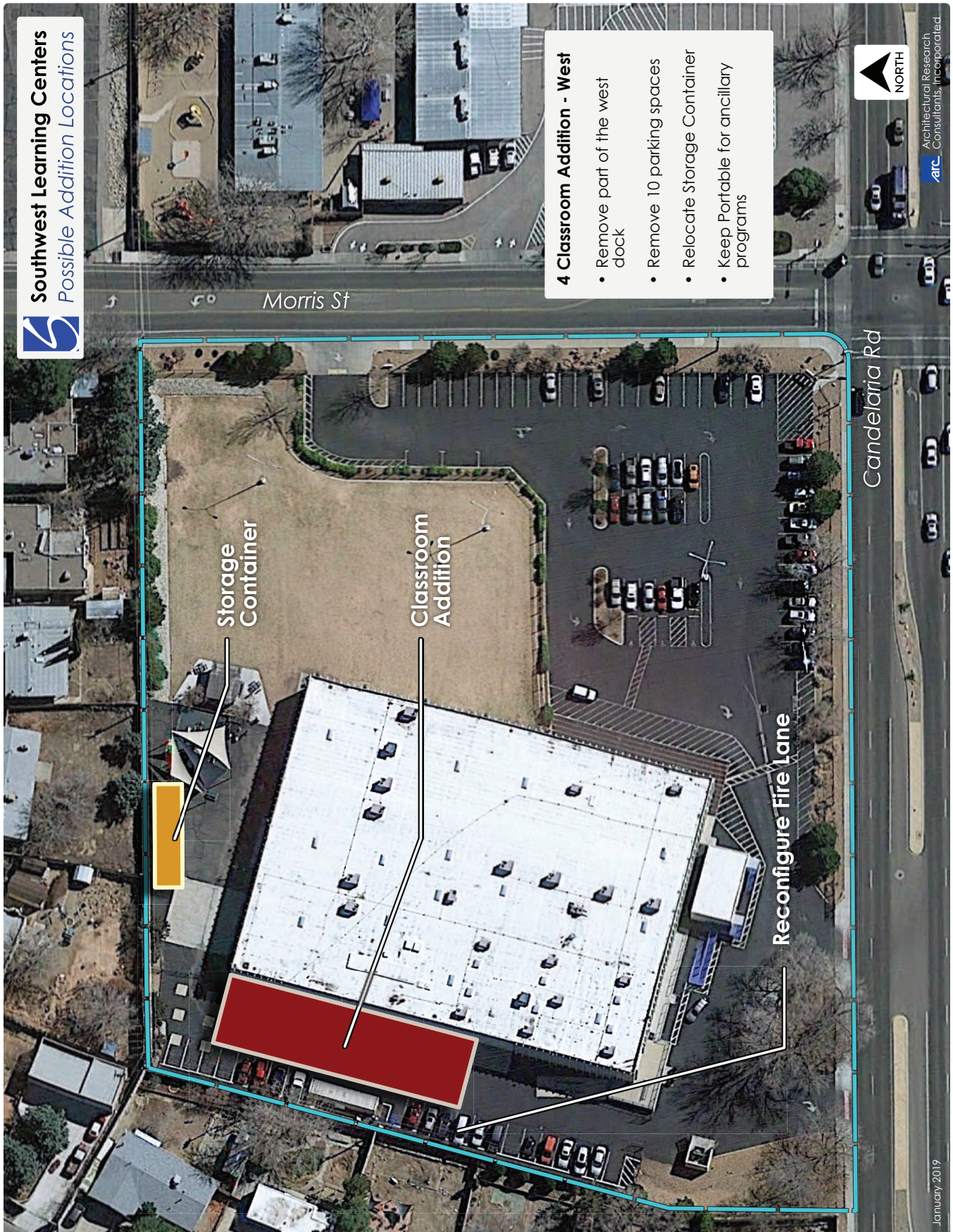
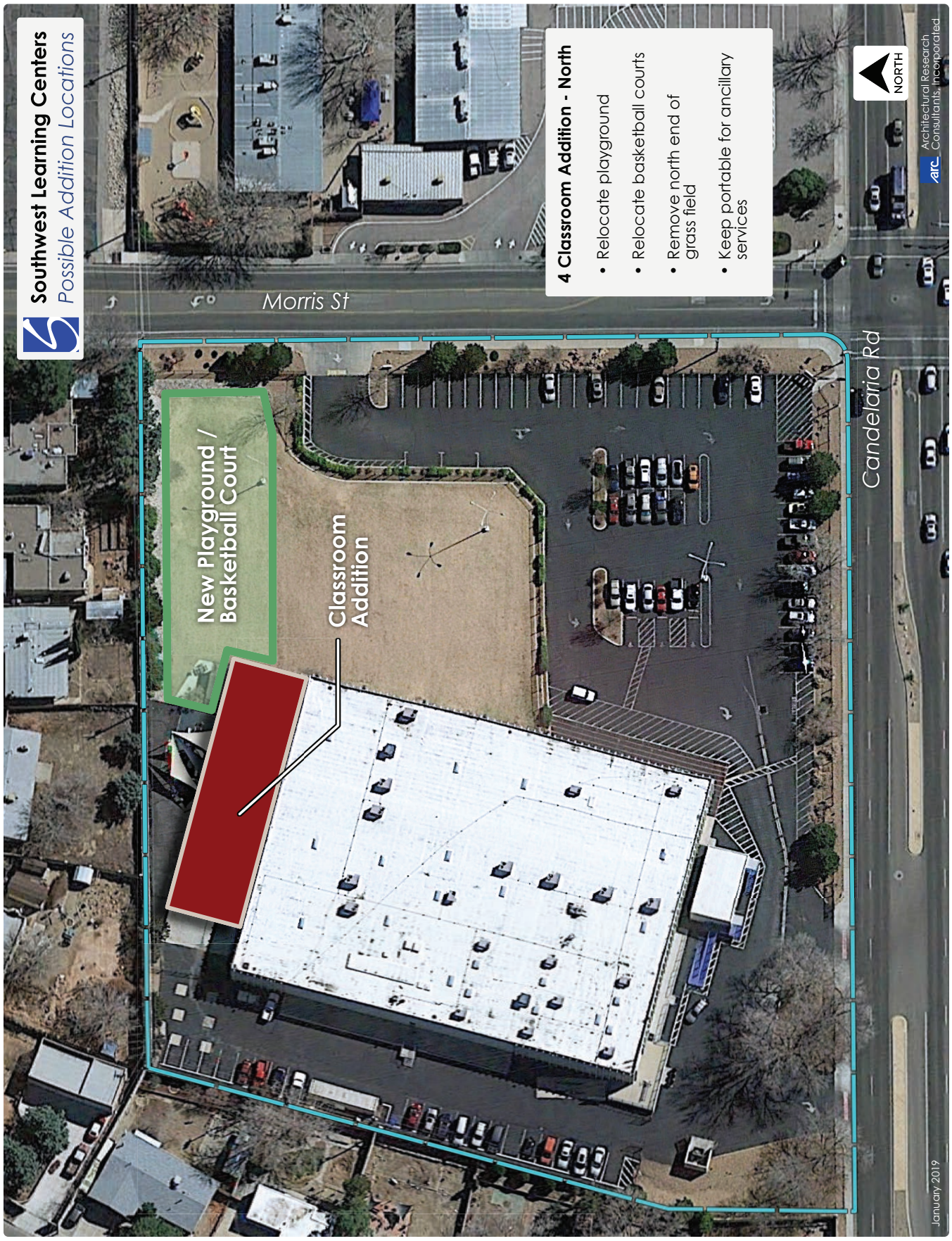


Exhibit 3-5 Possible Addition Locations - Playground/Basketball Court and Classroom Addition



Southwest Learning Centers
Possible Addition Locations

- 4 Classroom Addition - North**
- Relocate playground
 - Relocate basketball courts
 - Remove north end of grass field
 - Keep portable for ancillary services



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Architectural Research
Consultants, Incorporated

January 2019

Exhibit 3-6 Possible Addition Locations - Storage, Classroom Addition and Fire Lane

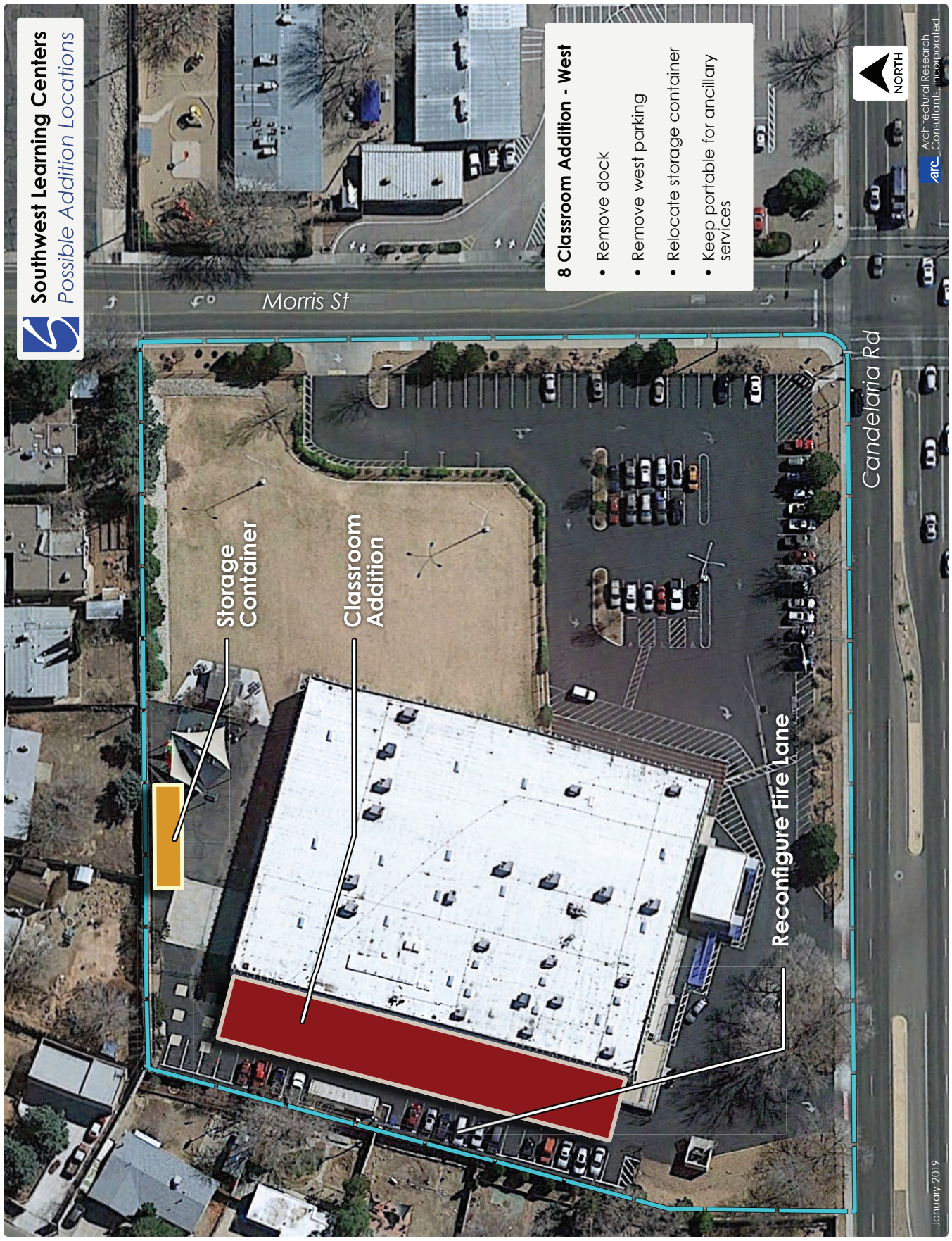
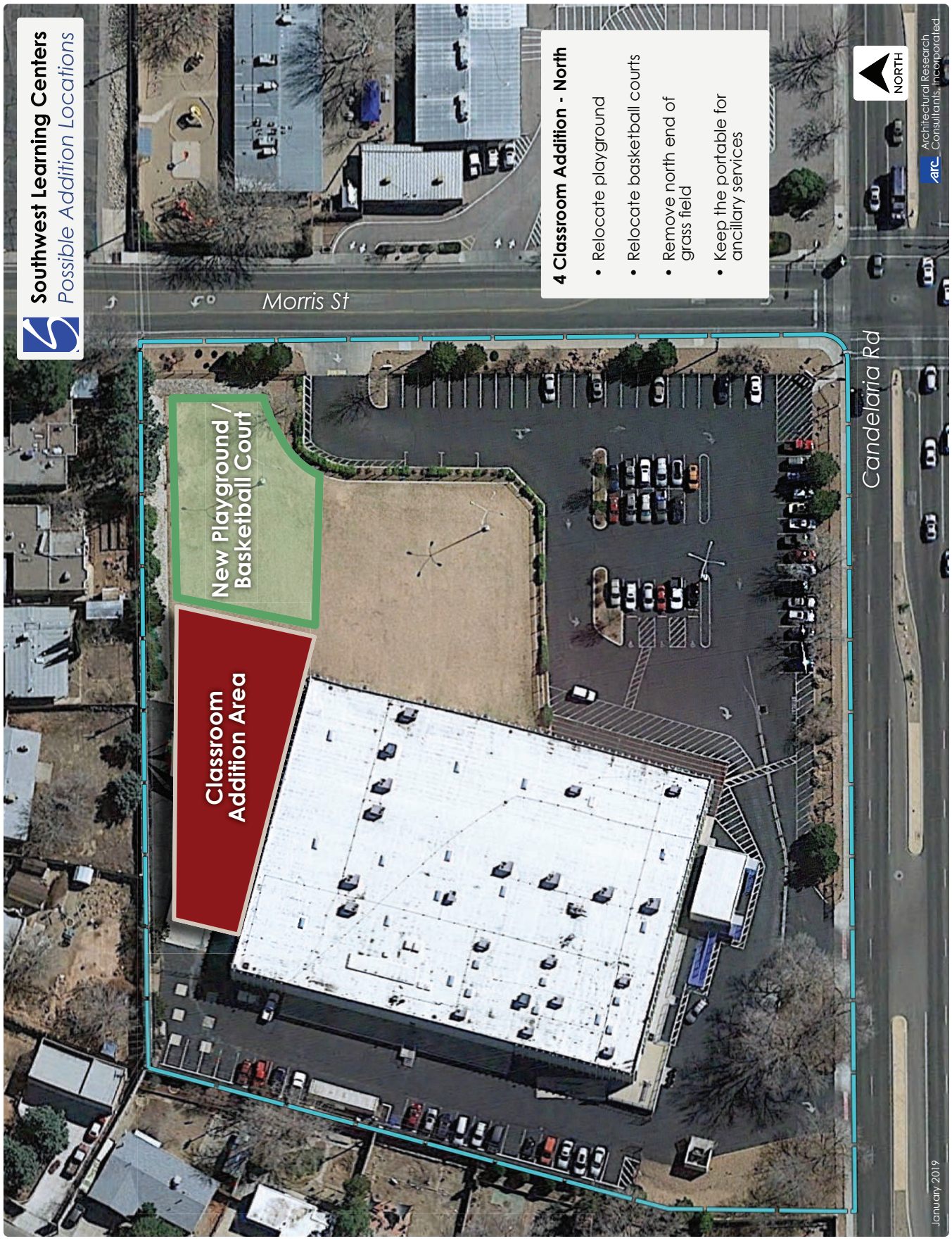


Exhibit 3-7 Possible Addition Locations - Playground/Basketball Court and Classroom Addition



Southwest Learning Centers
Possible Addition Locations

- 4 Classroom Addition - North**
- Relocate playground
 - Relocate basketball courts
 - Remove north end of grass field
 - Keep the portable for ancillary services



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January 2019

Exhibit 3-8 Possible Addition Locations - South Addition Region, Exit and Drainage Pond



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4. CAPITAL PLAN

4.1 Capital Funding

Historic and Current Funding

From 2005 to 2010, SWLC was awarded a total of \$2,826,000 in direct legislative appropriation for items such as computer and networking equipment, infrastructure, furniture and play equipment. No additional legislative funding has been granted.

The sources below provide current capital funding.

Exhibit 4-1 2019-2020 Capital Funding

Capital Funding Projection (2019/20)	
PSCOC Lease Assistance (both schools combined)	\$ 453,630
SB-9	\$ 23,100
HB-33	\$ 1,170,000
Total	\$ 1,646,730

SWLC is saving HB-33 funds and excess leasing funds for future purchase of the building. The estimated purchase price of the building and associated land is \$6,000,000.

The building lease is for \$270,600 per year, and SWLC currently receives lease assistance from the State of about \$1,000 per year per student. SPLC/SSLC are saving approximately \$183,000 annually. Note that if SWLC

purchases the facility, then state lease assistance will cease and PSCOC does not have a mortgage assistance program.

Future Funding

The list below summarizes SWLC’s potential capital funding sources.

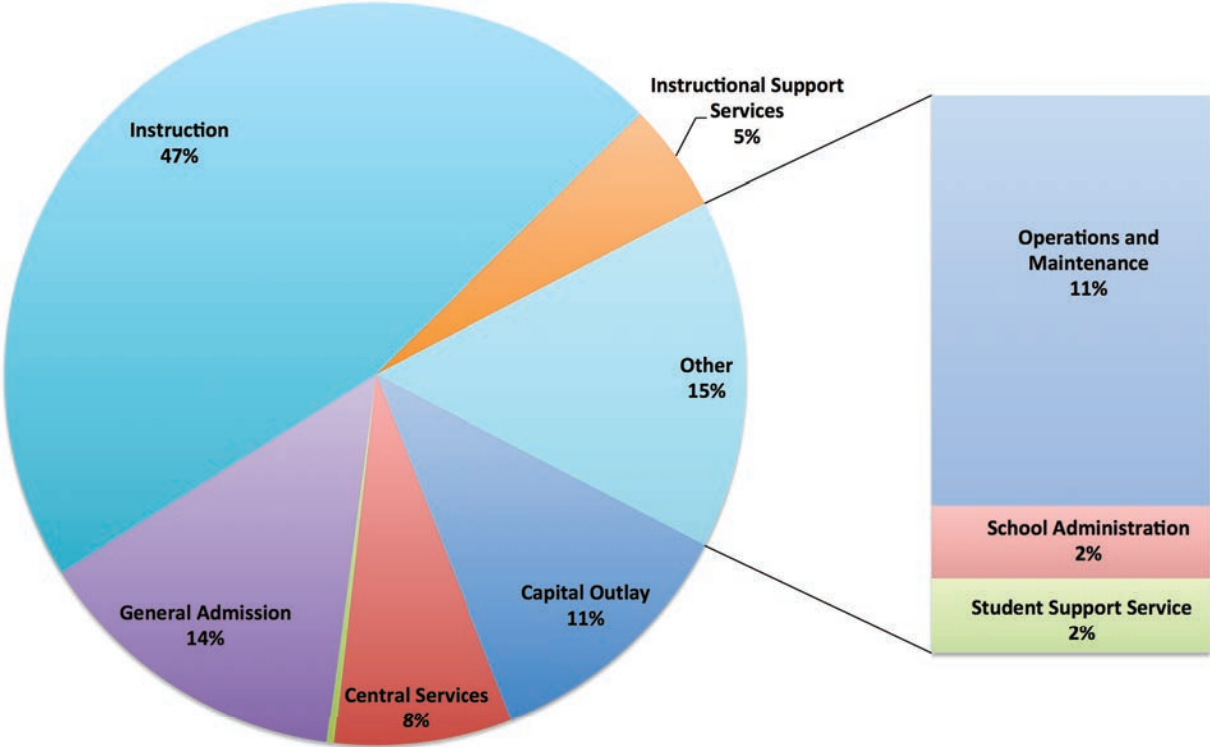
- **PSCOC Lease Assistance Program:** Based on student full-time equivalent enrollment (per student membership, or MEM), the State allocates funding to SWLC for lease payments.
- **The Public School Capital Improvement Act, also known as SB-9 Mill Levy Funds:** Revenue from the APS SB-9 mill levy is distributed on a per MEM rate.
- **The Public School Buildings Act, also known as HB-33 Funds:** Revenue from the APS HB-33 referendum is distributed on a per MEM rate.
- **PSCOC Awards:** The State ranks public school buildings according to facility conditions, and prioritizes funding for facilities at the top of the list. SPLC/SSLC rank 591 and 595 out of approximately 800 (lower ranking indicates greater assessed need). A state capital outlay award is unlikely at this time, but as systems like the HVAC units age, a systems-based award is possible.
- **State Legislative Appropriation**
- **NMDOT Funding:** For paving and safe routes to school
- **Public-Private Partnerships, Fundraising, Donations**

Approximately 12% of the SPLC/SSLC budgets goes toward operations and maintenance projects. See Exhibits 4-2 and 4-3.



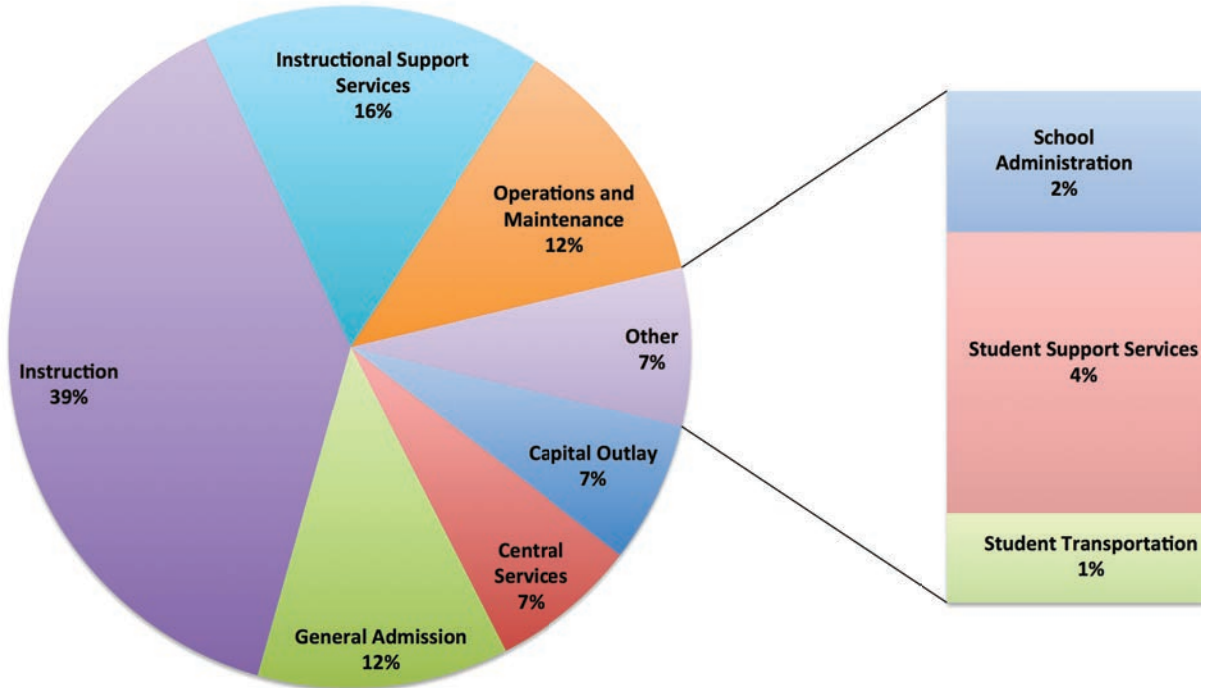
Lobby

Exhibit 4-2 SPLC Expenditures



SW Preparatory Expenditures per PED 2017/2018

Exhibit 4-3 SSLC Expenditures



SW Secondary Expenditures per PED 2017/2018

4.2 Capital Needs

At this time, the schools are considering the purchase of the occupied facility. The asking price is approximately \$6,000,000. SWLC is carefully saving money for purchase, but is also weighing the cost of purchase versus the recommended capital improvement projects for the next 5 to 15 years.

Currently, the schools are negotiating with the owner to fund and repair some building envelope projects (e.g., roof and HVAC equipment repairs) per the lease agreement.

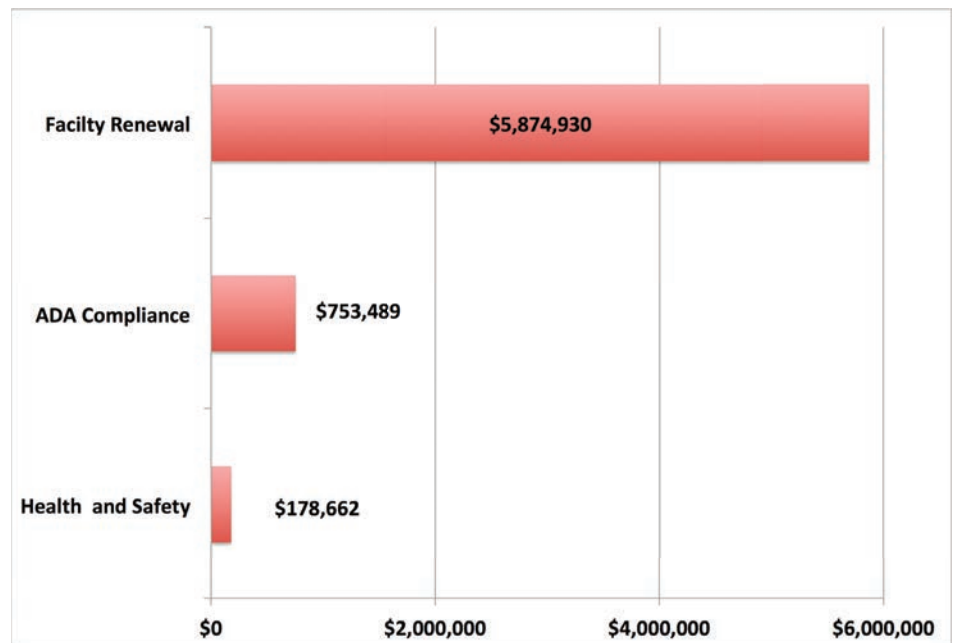
Total capital needs are an estimated \$6,807,081, not including funding for additions.

Exhibit 4-4 shows the type of capital projects recommended. Please see Section 5 for fully detailed capital improvement project (CIP) reports.

4.3 Capital Funding Strategy

Monies are available for priority 1 items. If SWLC continues to lease the building, then it could use the saved monies to fund Priority 2 and 3 projects.

Exhibit 4-4
CIP Project Types



See Exhibit 4-5 for a detailed list of projects and priorities.

SWLC could receive additional funding through direct legislative appropriation.

Preventive maintenance funding is a mix of landlord and tenant requirements.

4.4 Capital Plan Review

The Capital Plan is subject to review and revision, depending on the purchase and negotiations with the landlord, the construction climate, local and state economic conditions, and future charter school educational policies and requirements. The schools may modify the recommended project priorities to bundle similar projects to generate savings or respond to unforeseen material availability or costs, etc.

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

There is no guarantee that SWLC will generate the planned revenues. The schools will revisit funding strategies as conditions require.

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Southwest Learning Centers - Preparatory and Secondary Schools

Project Number	Project Code	Project Name	Sub-Project Name	NMCJ Rank 2018-19	Total Cost	Funding Tier					Capital Funding			
						Priority 1 (year 1)	Priority 2 (2-3 years)	Priority 3 (4-5 years)	Priority 4 (6-10 years)	Future (11-15 years)	HB33	Total Funded CIP	SWLC Share (100%)	Potential PSCOC Share (10%)
001		Dulce Elementary School		591/595	\$8,608,410	\$165,011	\$4,305,986	\$342,529	\$1,977,188	\$1,817,696	\$0	\$0	\$6,631,222	\$0
1	001. 2001. 001. 004. 006. E03. 3.	Parking Lot Improvements	Fill cracks		\$2,764			\$2,764					\$2,764	\$0
2	001. 2001. 002. 004. 006. E03. 3.	Parking Lot Improvements	Seal coat parking lots		\$32,130			\$32,130					\$32,130	\$0
3	001. 2001. 003. 004. 006. E03. 3.	Parking Lot Improvements	Re-stripe, adj for walkways and directional arrows		\$2,726			\$2,726					\$2,726	\$0
4	001. 2002. 001. 004. 006. E02. 3.	Grass Field Refurbishment	Prep and re-seed turf field		\$25,347			\$25,347					\$25,347	\$0
5	001. 2003. 001. 004. 006. E02. 3.	Catch Basin Refurbishment	Regrade catch basin		\$1,116			\$1,116					\$1,116	\$0
6	001. 2003. 002. 004. 006. E02. 3.	Catch Basin Refurbishment	Install rip-rap, adj for existing conditions		\$20,974			\$20,974					\$20,974	\$0
7	001. 2004. 001. 004. 006. E06. 2.	Playground Fall Area Refurbishment	Replace rubber fall mats		\$12,959		\$12,959						\$12,959	\$0
8	001. 2005. 001. 004. 006. E09. 2.	Shade Structure Repairs	Replace damaged slats		\$1,275		\$1,275						\$1,275	\$0
9	001. 2006. 001. 004. 006. E06. 3.	Outdoor Basketball Court Upgrade	Paint half court play lines		\$893			\$893					\$893	\$0
10	001. 2007. 001. 004. 005. D02. 3.	Exterior Painting	Paint exterior of school, adj for concrete ribs		\$43,376			\$43,376					\$43,376	\$0
11	001. 2008. 001. 004. 005. D04. 1.	Roof Parapets	Install parapet caps, adj for T-ribs		\$7,630	\$7,630							\$7,630	\$0
12	001. 2009. 001. 003. 005. D04. 1.	Roofing Upgrades	Replace damaged and missing roof drain cages		\$295	\$295							\$295	\$0
13	001. 2009. 002. 003. 005. D04. 1.	Roofing Upgrades	Install roof ladders		\$2,680	\$2,680							\$2,680	\$0
14	001. 2009. 003. 003. 005. D04. 1.	Roofing Upgrades	Install safety post		\$335	\$335							\$335	\$0
15	001. 2010. 001. 004. 014. A02. 1.	Structural Engineering Study	Commission an engineering study		\$5,378	\$5,378							\$5,378	\$0
16	001. 2011. 001. 004. 005. C01. 3.	PE Interior Refurbishments	PE area refurbishment		\$117,093			\$117,093					\$117,093	\$0
17	001. 2012. 001. 004. 005. C01. 1.	PE Area Acoustical Upgrades	Install acoustical treatments		\$48,843	\$48,843							\$48,843	\$0
18	001. 2013. 001. 003. 004. C03. 2.	Entrance Vestibule	Construct a vestibule, adj for existing structure		\$84,419		\$84,419						\$84,419	\$0
19	001. 2014. 001. 008. 005. B03. 1.	ADA Signage	Install accessible entrance/exit signs		\$1,996	\$1,996							\$1,996	\$0
20	001. 2014. 002. 008. 005. B03. 1.	ADA Signage	Install room signs		\$6,115	\$6,115							\$6,115	\$0
21	001. 2014. 003. 008. 005. B03. 1.	ADA Signage	Install building directory		\$807	\$807							\$807	\$0
22	001. 2015. 001. 008. 004. B03. 2.	ADA Restroom Renovations	Renovate restrooms, adj for pipe replacement		\$680,988		\$680,988						\$680,988	\$0
23	001. 2016. 001. 003. 005. A05. 1.	PA System	Install a PA system		\$31,115	\$31,115							\$31,115	\$0
24	001. 2017. 001. 003. 005. A05. 1.	Security Upgrades	Upgrade intrusion alarm system		\$21,226	\$21,226							\$21,226	\$0
25	001. 2017. 002. 003. 005. A05. 1.	Security Upgrades	Upgrade base camera system		\$21,449	\$21,449							\$21,449	\$0
26	001. 2017. 003. 003. 005. A05. 1.	Security Upgrades	Replace cameras		\$17,144	\$17,144							\$17,144	\$0
27	001. 2018. 001. 004. 004. C01. 2.	Janitorial/Maintenance Room Renovation	Renovate jan/maint area		\$73,198		\$73,198						\$73,198	\$0
28	001. 2019. 001. 004. 004. A03.2. 2.	Secondary Electrical Service Upgrade	Upgrade secondary electrical service		\$1,270,588		\$1,270,588						\$1,270,588	\$0
29	001. 2020. 001. 004. 005. A03.2. 2.	Primary Electrical Service Upgrade	Upgrade primary electrical service		\$317,647		\$317,647						\$317,647	\$0
30	001. 2021. 001. 004. 004. C09. 3.	Staff Restroom Renovation	Renovate office into a staff restroom		\$96,112			\$96,112					\$96,112	\$0
31	001. 2022. 001. 004. 008. A03.1. 4.	HVAC Replacement	HVAC unit replacements, adj for existing ductwork		\$1,977,188			\$1,977,188					\$0	\$0
32	001. 2023. 001. 004. 008. D04. 5.	Roofing Replacement	Install insulation		\$149,471					\$149,471			\$149,471	\$0
33	001. 2023. 002. 004. 008. D04. 5.	Roofing Replacement	Replace TPO		\$1,646,377					\$1,646,377			\$1,646,377	\$0
34	001. 2023. 003. 004. 008. D04. 5.	Roofing Replacement	Install walk pads		\$21,848					\$21,848			\$21,848	\$0
35	001. 2024. 001. 004. 002. F02. 2.	Classroom Addition	Build a classroom addition, adj for site conditions		\$1,864,913		\$1,864,913						\$1,864,913	\$0

	Total CIP Recommendations	Priority 1	Priority 2	Priority 3	Priority 4	Future	HB33	Total Funded CIP	SWLC	PSCOC
Totals	\$8,608,410	\$165,011	\$4,305,986	\$342,529	\$1,977,188	\$1,817,696	\$0	\$0	\$8,608,410	\$0

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