

E. Facility

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978.

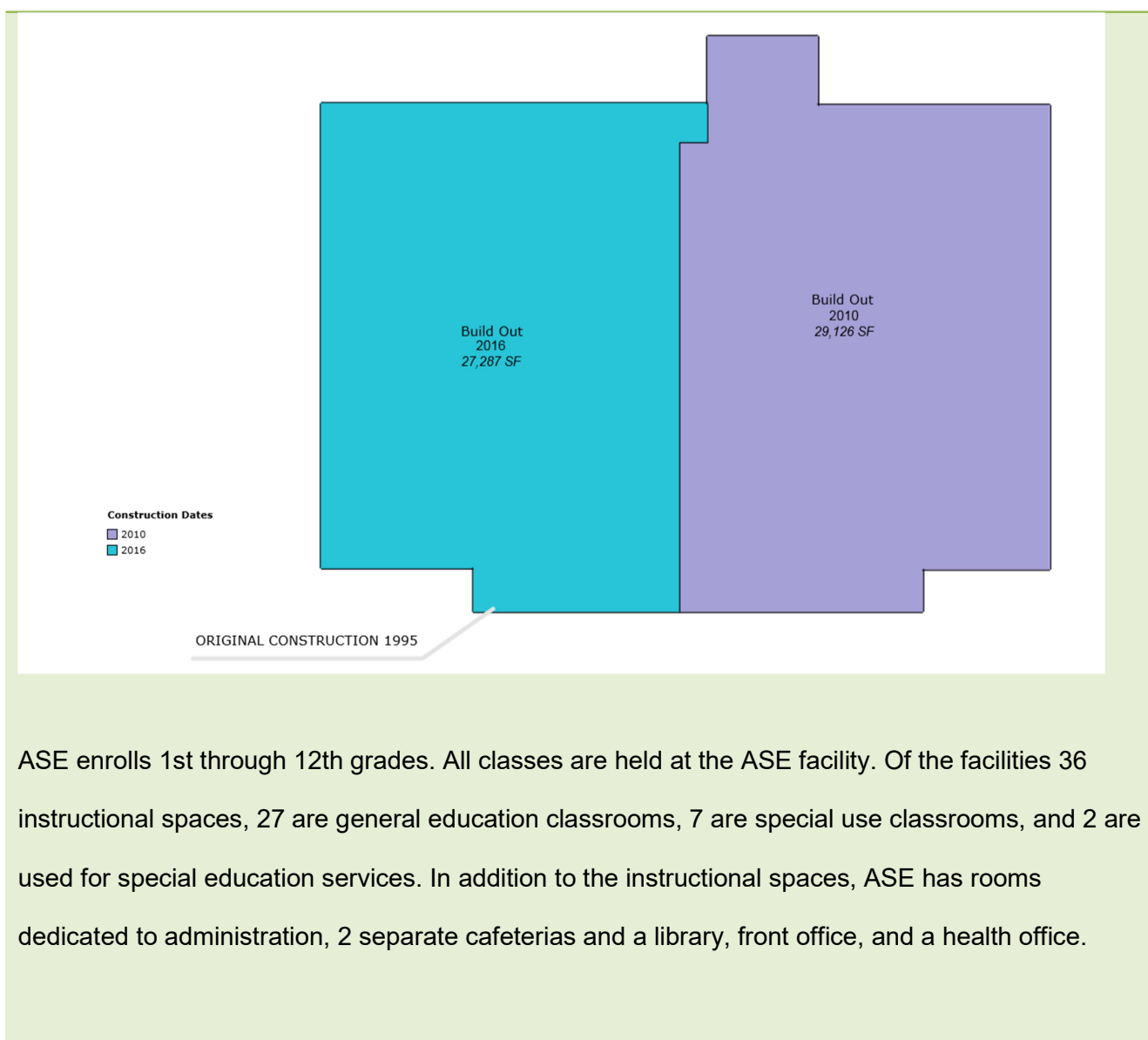
The school must provide a narrative description of its facilities. The school should attach any facility plans or the school's Facility Master Plan in **Appendix D**.

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix D**, indicating that the school facility meets the requirements at Subsection C of 22-8B-4.2 NMSA 1978. (If the charter school is relocating or expanding to accommodate more students.)

The school must also provide assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978, including subsections A, C, and D. A template is available from the PEC's website.

School response:

Albuquerque School of Excellence (ASE) is located at 13201 Lomas Blvd. NE, Albuquerque, New Mexico, 87112. ASE has occupied the location on Lomas since 2010. The building was an Albertson's Supermarket prior to the ASE occupation. ASE has leased the building since 2010. Initially, the school leased 24,652 square feet until 2015 when it was able to lease the entire facility of 55,000 square feet. In compliance with HB-283 which states that all charter schools must be housed in public facilities, ASE leases the facility from the not for profit Charter School Solutions which owns the building and land. Charter School Solutions entered into a lease-purchase agreement with ASE in 2017 pursuant to the New Mexico Public School Lease-Purchase Act, NMSA 1978 §22-26A-1 et seq. The Lease-Purchase Agreement was approved by the Public Education Department on August 15th, 2017.



ASE enrolls 1st through 12th grades. All classes are held at the ASE facility. Of the facilities 36 instructional spaces, 27 are general education classrooms, 7 are special use classrooms, and 2 are used for special education services. In addition to the instructional spaces, ASE has rooms dedicated to administration, 2 separate cafeterias and a library, front office, and a health office.



The facility's Master Plan, E-Occupancy certificate and PSFA letter are attached as part of Appendix D; a copy of the PED's lease-purchase arrangement approval letter is also attached as part of Appendix D. Having received the requisite approvals of the lease-purchase arrangement and having duly entered into the approved lease-purchase arrangement, the School's facility meets the requirements of NMSA 1978 §22-8B-4.2(D) (1) (b).

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Charter School Overview

Albuquerque School of Excellence (ASE) Charter School

Charter Agreement

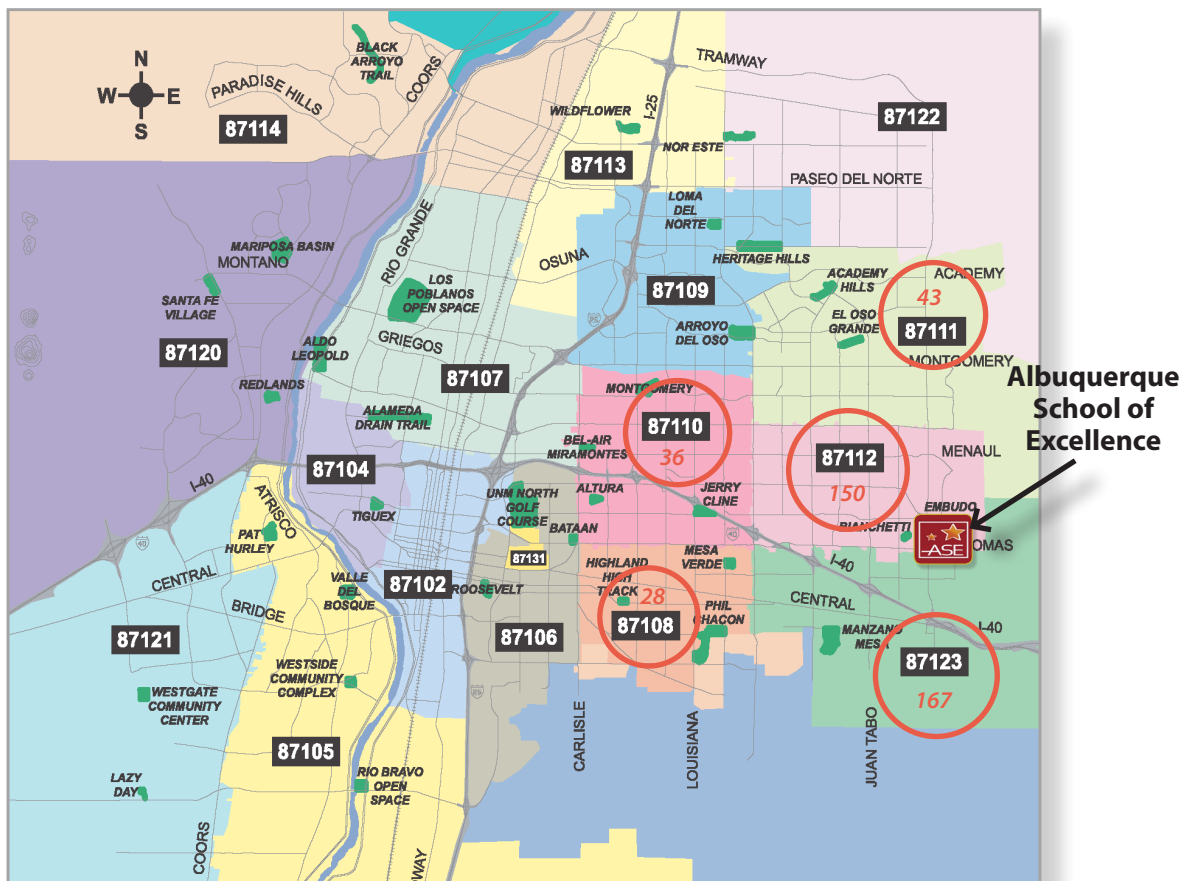
Albuquerque School of Excellence (ASE) Charter School was originally granted charter by the state in 2009, their first year of operation being 2010. The School's charter was renewed for a term of 5 years beginning July 1, 2015 through June 30, 2020.



Albuquerque School of Excellence Service Area

ASE is located on the Eastside of Albuquerque, New Mexico. It is within the Albuquerque Public School District. The ASE address is 13201 Lomas Blvd. NE, Albuquerque, NM 87112. While students in and out of the APS District may attend ASE, most of ASE students reside in the neighborhoods surrounding the school.

Approximately 85% of ASE students reside in the 87123 and 87112 zip code areas of Albuquerque. The remaining reside in the zipcodes near the school as shown on the map below. The total students from each zip code is located in red text. Zip codes with 20 or less ASE student residents are not shown.



Charter School Overview

Charter School Enrollment Cap

The School serves students from 1st to 12th grade. Their enrollment cap is 917. Their current campus does not support their enrollment cap and to meet it they would need to add an additional location.

Acknowledgement Statement of New Mexico Adequacy Standards

State wide Adequacy Standards NMAC 6.27.30

ASE is aware that they do not comply with all New Mexico Adequacy Standards (NMAS).

The areas where ASE does not meet NMAS include:

- Playfield - Below standards

- Parent work space - Do not have

Charter - Alternative School Statewide Adequacy Standard Variance

ASE uses alternative delivery methods to provide students with public school services that are not available within ASE facilities.

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Goals / Process



1.1 GOALS

1.1.1 School Mission and Vision Statements

Vision

The Albuquerque School of Excellence (ASE) is a college preparatory charter school focusing on math, science, and technology. The founders at ASE believe that excelling in math and science prepares youth to succeed in college and the 21st century workplace.

Mission

The mission of Albuquerque School of Excellence (ASE) is to provide a safe and collaborative environment which will cultivate the academic and social development for all students regardless of their socioeconomic status by emphasizing math, science, and technology for the purpose of students setting and meeting higher education goals.

The educational philosophy of ASE is that the school exists for the welfare and dignity of the child. Education at ASE is student-centered and each child is recognized as a unique individual with unique interests, needs, and abilities. ASE aims to develop responsive, productive, and civic-minded youth by inspiring them to follow their dreams while making the world a better place for themselves and others. ASE focuses on core knowledge and essential skills so that children may achieve the mastery upon which further learning will be built. The purpose of ASE is to foster productive attitudes toward work, family, and community. When students have a positive attitude toward school, their perception of "school" transforms.

Albuquerque School of Excellence's school model is rigorous (prepares students for college), relevant (reinforces math and science skills) and is underpinned by a tight web of relationships (a strong culture reinforced by teachers and parents). Student achievement/outcome is built on 3 core principles within the school model: a challenging math and science curriculum supported by theory; a focus on assessment; and a culture of constructive competition, discipline and parental engagement. ASE utilizes technology across all of these dimensions to reinforce its school model and curriculum.

Goals / Process

1.1.2 Educational Philosophy / Program of Instruction

ASE is a college preparatory charter school focusing on STEAM - Science, Technology, Engineering, Arts and Mathematics. The school's initial charter was in 2010 with grades 1st - 8th. The school reached 1st - 12th grades by 2014. The school was rechartered in 2015 and continues to have grades 1st - 12th.

There are a limited number of schools in Albuquerque that offer a comprehensive college preparatory program emphasizing mathematics, science, and technology. In many instances, there is a disconnection between elementary school and middle school or middle school and high school. Having a 1st through 12th program will provide an advantage to align curriculum at subject or grade level.

Albuquerque School of Excellence believes that focusing on an overall high academic achievement will include providing opportunities for individual skills and talents to develop to higher levels. This will inspire in students a lifelong love of learning and desire for self improvement and creativity.

ASE strives to lead each and every student to these accomplishments by using enhanced NM K-12 Curriculum Framework. The ESSA Act of 2016 will serve as a guideline in ASE's commitment to teach every student how to reach his or her fullest potential. As part of the ESSA Act, instruction at ASE is research based and evaluated frequently. Teacher development is a continual process, and special emphasis is given for the adequate yearly progress of each student.

Graduates of Albuquerque School of Excellence (ASE) will have the tools necessary to positively impact their communities as they pursue their personal and professional aspirations. ASE believes an effective and adequate education is necessary for the citizens of the future as it relies heavily on a multidimensional academic curriculum in which all core subjects will be blended together through various teaching methods while promoting the development of a strong character that supports and respects society.

Every effort will be made to humanize and personalize the environment in which students learn, and to maintain safe, friendly and wholesome atmosphere that encourages creative expression and a desire to acquire knowledge. The emphasis of the entire instructional program is aimed at meeting the individual needs of each student in order to allow children to develop to their fullest potential. The school strives to establish an atmosphere in which students develop abilities to generate new thoughts, to think analytically, to draw logical conclusions, and to express thoughts in written and verbal form. By instilling in the student's knowledge and appreciation of one's heritage as a member of the American community, as an American citizen, and as a member of a family, the school strives to make the student aware of accountability to oneself and to others.

Goals / Process

Since adolescents thrive in an environment of diversity, ASE strives to create a diverse learning environment. Diversity is not only a motivating factor, but also an essential element in a well-rounded education. It serves as a key to success in our diverse American society, institutions of higher learning, and inter-connected global economy.

Each and every student at ASE is regarded as a unique, valuable, and vital member of the school community. Individual attention in the form of one-on-one tutorial, intensive counseling, and individualized goals is the key to motivating our students. Cooperation with area universities is an effective means toward enhancing the effectiveness of our tutorial system. ASE is using a variety of teaching methods to ensure learning for all students regardless of race, gender, or socioeconomic background.

Multi-cultural aspects are also integrated into the ASE curricula; not just through geography and foreign language, but within each of our subject areas. ASE students are encouraged to make additional contacts with other cultures by participating in local, national and International Academic and cultural competitions.

ASE provides an environment where families, teachers, and students communicate on a regular basis, in order to optimize the students' educational opportunities in addition to activities that contribute to the complete personal and social development and personal esteem, such as recreation, athletics and co-curricular and/or extracurricular activities. Learning and applying Science, Math, and Technology through projects that are linked to community and family is the means by which students experience personal academic success and emotional growth. ASE believes that leading by example is the best way to inspire change. Through the development of a school with challenging standards of academic excellence, which results in higher achievement scores; through the inclusion of all students regardless of racial, ethnic background, language barriers, educational classifications, or socioeconomic status; and through the demonstrated satisfaction of students and families alike, the impetus for change in the region public schools will be realized.

The educational philosophy and specialized mission of ASE is geared toward fostering an entrepreneurial spirit that will create a productive educational community. The flexible curriculum allows a successful implementation and evaluation of a Character Education program on campus. The small number of students and a small sized campus is enabling the administration to implement a firm discipline policy, provide supervision on campus, and avoid circumstances that jeopardize safety by applying measures to take certain precautions in an unlikely emergency situation.

One of the priorities in schools today is the safety of students. Parents are looking for a small campus where they can leave their children in a safe and nurturing environment. While the proposed communities at large are suffering in both the short and long run from the violence and instability that may occur in and around large schools, ASE is committed to standing against any and all threats by forming a safe campus environment through ongoing

Goals / Process

monitoring and supplemental supervision for the students. As a small sized campus, ASE has the secure and conducive learning environment that parents look for.

There is a need for strong parent/teacher/student relationships. We strongly believe that establishing a positive relationship with students' families is an important tool in school reform, particularly in low-income, urban districts where educators traditionally struggle to build parent involvement. Faculty and administrators of Albuquerque School of Excellence is conducting periodic home visits for all students. Home visits help establish rapport between parents and teachers. During home visits, teachers discuss student progress, school programs and planning; and parents provide invaluable feedback and input; thus students improve both academically and socially. Home visits are an integral part of ASE's educational program and ASE believes that home visits are contributing greatly to our students' success.

There is a serious need for instilling moral values in students at our schools. ASE is implementing a campus-wide Character Education Program that is helping our students build unshakable character and the personal and professional skills needed for future leadership. Students at ASE are encouraged to take responsibility for their actions, seek role models and develop into good citizens with high ethical and moral values. Parents are regularly informed about the Character Education Program to ensure that they will also be involved in our effort in inspiring good behavior in our future leaders. Students are also meeting and interacting with professionals during Career Days and developing an early inclination toward success for their future aspirations.

Integration of technology into various curricula has been an ambitious goal in schools. ASE is serving as a unique school in the region where technology is widely and scientifically used as a student oriented learning tool.

Students in ASE will benefit from being taught the significance of giving back to community. Parents and students are actively involved in the community service program at ASE. The demand for professionals with a strong math, science and technology background outpaces many other non-technical careers. Attracting young people to attend high schools, and giving them the motivation to pursue their academic goals in a college by preparing them for higher education is one of the aims of ASE.

Most middle and high school students are not aware of the opportunities to compete in global math and science competitions (i.e., science and math Olympiads). ASE is raising students' awareness and beginning the process of guiding them toward developing skills and the desire to compete at the highest level. Students in middle and high school are introduced to research methods. ASE students are asked to complete a science project every year. This research effort serves as an enrichment activity, a family experience, an early start to academic work, an opportunity to develop a portfolio, a reference for the best colleges, and a way to establish connections with universities. Students have the opportunity to work on advanced projects under the supervision of college professors and students. Students need and can greatly benefit from this type of exposure.

Goals / Process

1.1.3 Serving the Community

ASE students are encouraged to make contacts with other cultures beyond their own personal backgrounds through local interactions, and national/international academic and cultural competitions. ASE offers unique cultural exchange opportunities internationally. Many of the school's staff are from internationally diverse backgrounds. ASE also partners with the Harmony Public Schools which has strong Turkish / International connections. The school prides itself on respect for all cultures and the strong connections made between its faculty, the community and its students.

1.2 PROCESS

1.2.1 Data Gathering and Analysis

The ASE Governing Board commissioned the development of this 5 Year Facilities Master Plan (FMP) / Educational specification to serve as a reference and guide for Albuquerque School of Excellence Charter School.

It is recommended that this plan be reviewed yearly and modified as necessary to reflect the direction and accomplishments of ASE. It is the responsibility of ASE to review and revise the content of this FMP / Educational specification a minimum of every 5 years.

Data Gathering

This document is based on data obtained through in depth interviews with the ASE Director, staff, faculty, Governing Council members, and visual assessments of the ASE facilities.

Participatory process

The following page lists all of the meetings and agendas in the FMP/ED Specification process. Refer to section 5.5 - Appendix for sign in sheets, agendas and presentations of each meeting.

Goals / Process

Participants	Meeting Description	Location	Date
ASE Core FMP Committee	Strategic Planning Mtg.: Review PSFA concerns; Establish FMP Process & Schedule; Establish Roles & Responsibilities & Decision Making Process; Establish Committees; Discuss FMP Goals; District Issues, Concerns & Needs		4-May-17
ASE Maintenance	Review FAD & FMAR Reports		18-May-17
Greer Stafford	Department Interview		
Greer Stafford	Site Assessments / Principal Interviews		
ASE Core FMP Committee	Interviews Data; Review 1st FMP Advisory Committee Agenda; Discuss FMP Goals; District Issues, Concerns & Needs		29-Jun-17
ASE Maintenance	Finalize FAD & FMAR Reports		27-Jul-17
ASE Governing Council	Review of FMP Process and committees		21-Oct-17
1st FMP Advisory Committee	Review & Discuss FMP Process & Schedule; Present Data & District Background Info; Input on FMP Goals, Issues, Concerns & Needs		3-Nov-17
ASE Core FMP Committee	Review Data; Review 1st FMP Advisory Committee input; Discuss & Develop Priorities & Options; Develop Agenda for 3rd Advisory Committee Mtg		3-Nov-17
ASE Core FMP Committee	Advisory Committee presentation; Discuss FMP Goals; District Issues, Concerns, Needs, Priorities & Options; Develop District Priorities & Options; Develop Agenda for 3rd Advisory Committee Mtg		3-Nov-17
2nd FMP Advisory Committee	Review Data & District Background Info; Discuss & Input on FMP Priorities & Options		1-Dec-17
ASE Core FMP Committee	Review 2nd FMP Advisory Mtg input. Refine District Options & Priorities; Discuss 3rd FMP Advisory mtg.		1-Dec-17
ASE Core FMP Committee	presentation; Refine District Priorities, Options, Recommendations & Capital Plan		1-Dec-17
3rd FMP Advisory Committee	Review & Discuss Data, District Priorities, Options, Capital Plan & Recommendations; Provide Input on District Priorities, Options, Capital Plan & Recommendations		13-Jan-18
ASE Core FMP Committee	Review 3rd FMP Advisory Committee Input; Discuss and Finalize District Priorities; Options, Capital Plan and Recommendations; Develop Agenda for School Board FMP Review		13-Jan-18
ASE Core FMP Committee	Review School Board FMP presentation for District Priorities, Capital Plan and Recommendations.		13-Jan-18
Governing Council Review	Review of District Priorities, Capital Plan and Recommendations.		13-Jan-18
Governing Council Adoption	Adopt FMP		19-Mar-18

Goals / Process

ASE Governing Board Adoption

The ASE Governing Board adopted the FMP/Educational Specification on March 19, 2018.

ASE Staff and Faculty Participants

Ebubekir Orsun - Principal
Kris DelCurto - Dean of Elementary
Terry Norcross
Leslee Landarazo

PSFA Representatives

John Valdez, Master Planner / PSFA

Planning Professional



Marilyn Strube, Head Planner
Gabriela Ochoa, Planner
Alyssa Metoyer, Intern
Jacqueline Zamora, Intern

1.3 ACRONYMS & DEFINITIONS

ADA - Americans with Disabilities Act

ASE - Albuquerque School of Excellence

Building Efficiency – the ratio of net assignable square feet to gross square feet (NASF/GSF)

BBER – University of New Mexico Bureau of Business and Economic Research

CIP – Capital Improvement Project

ES – Elementary School

ESL – English as a second language

FAD – Facility Assessment Database

FCI – Facility Condition Index (see NMCI), a ratio of facility value to cost of improvements

FMAR - Facilities Maintenance Assessment Rankings

FMP – Facilities Master Plan

GIS – Geographic information system

GSF – Gross square feet, or the sum of net assignable square feet plus all other building areas that are not assignable. This “left over” area is called “tare.” Tare includes areas such as hallways, mechanical areas, restrooms, and the area of interior and exterior walls.

HS – High school

HVAC – Heating, ventilation and air conditioning

IEP – Individualized Education Plan

IT – Information technology

K – Kindergarten

MEC – Materials, equipment and commodities

MS – Middle school

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

NMAS – New Mexico Adequacy Standards

NMCI – New Mexico Condition Index (see FCI)

Pre-K – Pre-Kindergarten

PE – Physical Education

PED – New Mexico Public Education Department

PSCOC – Public School Capital Outlay Council

PSFA – Public School Facilities Authority

PTO – Parent Teacher Organization

PTR – Pupil/teacher ratio

SPed – Special Education

STARS – Student Teacher Accountability Reporting System

STEM – Science, Technology, Engineering, Math

STEAM – Science, Technology, Engineering, Arts, Math

TPC – Total project cost, or the total cost of the project including fees, moveable equipment, land acquisition

(if any), administration, and contingencies

Existing and Projected Conditions

2.1 PROGRAMS AND DELIVERY METHODS

2.1.1 Programs Overview

ASE meets all requirements for graduation from NM Public Education Department. The school focuses its curriculum on STEAM: Science, Technology, Engineering, Arts and Mathematics.

Shared /Joint use facilities

ASE does not share or have joint use facilities with other educational or public facilities.

Organization

ASE student body consists of grades 1st - 12th and is organized according to grade level. The number of classes in 2017 per grade level are:

2017-18 # Teachers	Grade Level
2	1st Grade
2	2nd Grade
2	3rd Grade
2	4th Grade
2	5th Grade

2017-18 # Teachers	Subjects 6th- 12th Grade
3	Language Arts
4	Math
3	Science
3	Social Studies
2	Foreign language
2	Physical Education
1	Art
1	Computer/IT

Alternative Methods of Instruction

ASE offers traditional instruction schedules and traditional classroom instruction.

Schedule

1st - 5th grade classes begin at 7:40 AM; dismissal is at 2:50 PM; 6th grade classes begin at 8:30 AM and dismissal is at 2:50 PM; 7th - 12th grade classes begin at 7:38 AM and dismissal is at 2:50 PM. The 1st - 6th grade school year has a few more days per NM PED requirements.

Lunch Times		
Schedule	Cafeteria	Grade
Monday-Thursday	12:03pm-12:33pm	6th-12th
Monday-Thursday	12:36pm-1:06pm	1st-5th
Fridays	11:15am-11:45am	1st-5th
Fridays	11:48am-12:18pm	6th-12th

Existing and Projected Conditions

Special Curricular Programming

In keeping with its mission as a STEAM focused school the school offers college prep specialized STEAM instruction at all grade levels that includes robotics, 3D printing, web design and digital arts.

Special Education

ASE offers Special Education for all students. SPED is an important part of the ASE community. The School offers inclusion and special pullout instruction for all students that qualify.

Technology Instruction

ASE classrooms are equipped with desktop computers, projectors and white boards. Students also have access to 260 Chrome books. The School has 3 dedicated computer labs, 3 science classrooms, a robotics lab and a 3D printer lab.

Physical Education

ASE recently renovated their facility to include a new gymnasium. ASE students participate in Physical Education (PE) at least once per week at elementary school and must enroll in PE at the MS and HS levels which are consistent with New Mexico Public Education Department (PED) PE Standards. ASE playground is located in the parking lot, north of the front entrance. The school does not have a playfield or outdoor play areas at this time, but would like to build outdoor play areas behind their existing facility.



ASE Gymnasium



ASE Playground



Potential Playfield Buildout Area

General Use Classrooms

ASE classrooms are in good condition but are slightly smaller than NMAS recommend.

Food Services

The school has two small cafeterias on site, one for elementary and one for secondary students. ASE contracts all food services from Canteen.

Extra Curricular Activities

The school has athletic events for girls and boys basketball and girls volley ball.

Existing and Projected Conditions

2.2 PROPOSED ENROLLMENT

2.2.1 Phased Enrollment

The enrollment maximum capacity for Albuquerque School of Excellence is 917 1st – 5th grade students as set forth in its original charter. The existing ASE facility has a capacity of approximately 650. The following chart shows the school's historic enrollment.

Grade Levels	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17
1st	23	21	19	18	18	18	33
2nd	21	21	25	24	25	22	34
3rd	23	24	23	21	26	25	25
4th	24	24	23	24	25	25	46
5th	41	47	41	24	26	24	51
6th	40	68	66	52	47	50	68
7th	20	49	56	55	52	50	43
8th	22	21	35	46	50	47	43
9th		17	17	17	13	28	37
10th			11	12	17	10	27
11th				7	3	11	9
12th					7	3	11
TOTAL	214	292	316	300	302	313	427

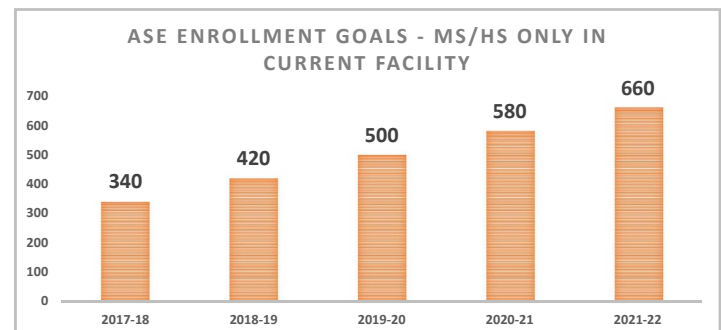
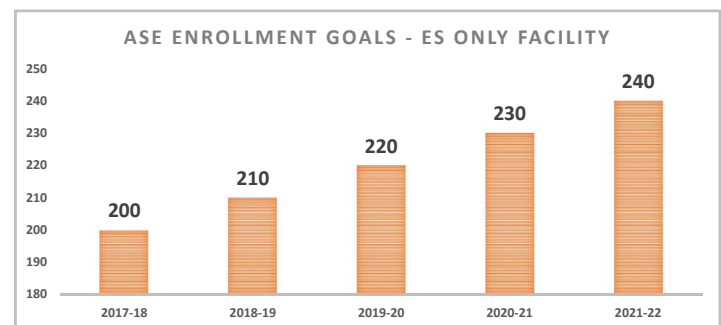
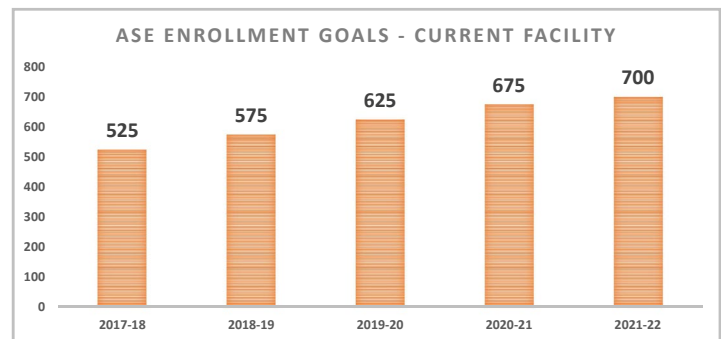
Projected Enrollment

ASE's enrollment cap is 917. The existing facility has a capacity of approximately 650. The school hopes to increase enrollment to reach 675-700 enrollment in the next 5 years. The top graph, on the right, shows ASE Enrollment in the current facility.

The graphs that follow show the enrollment goals as though the elementary and secondary schools were in separate facilities. Since the proposed facility for the elementary school does not exist at this time, ASE set it's own capacity for the elementary school of 240. The secondary school will continue to be housed in the existing, current facility with a cap of 650. Together these figures come close to meeting the charters cap of 917.

2.2.2 Classroom Loading Policy

ASE meets all requirements from NMPED for classroom loading. The school's preferred class size is lower than NMPED requirements at all grade levels. The table in the following page shows the Pupil to Teach Ratio for ASE's current configuration within in one facility.



Existing and Projected Conditions

ASE Pupil Teacher Ratios

Grade	2016-17 Enrollment	2016-17 # of ASE Charter Grade Level Classrooms	PED PTR	2016-17 ASE Charter PTR w/ Existing Classrooms
1st Grade:	33	2	22	16.50
2nd Grade:	34	2	22	17.00
3rd Grade:	25	2	22	12.50
4th Grade:	46	2	24	23.00
5th Grade:	51	2	24	25.50
6th Grade:	68	3	24	22.67
7th Grade:	43	3	27	14.33
8th Grade:	43	3	27	14.33
9th Grade:	37	3	30	12.33
10th Grade:	27	2	30	13.50
11th Grade:	9	2	30	4.50
12th Grade:	11	2	30	5.50
TOTAL:	427	28	26	15.14
# of Support Classrooms:		8		

ASE will continue to meet the NMPED requirements for Classroom loading if and when they separate their elementary and secondary schools into two facilities. This is shown in the tables below.

ASE Pupil Teacher Ratios - Projected

Grade	Projected Enrollment	Projected # of ASE Charter Grade Level Classrooms	PED PTR	ASE ES Charter PTR w/ Projected Classrooms
1st Grade:	48	3	22	16
2nd Grade:	48	3	22	16
3rd Grade:	48	3	22	16
4th Grade:	48	3	24	16
5th Grade:	48	3	24	16
TOTAL:	240	15	23	16

Grade	Projected Enrollment	Projected # of ASE Charter Grade Level Classrooms	PED PTR	ASE MS/HS Charter PTR w/ Projected Classrooms
6th Grade:	93	4	24	23.25
7th Grade:	94	4	27	23.50
8th Grade:	95	4	27	23.75
9th Grade:	96	4	30	24.00
10th Grade:	96	4	30	24.00
11th Grade:	88	3	30	29.33
12th Grade:	88	3	30	29.33
TOTAL:	650	26	28	25.31

Existing and Projected Conditions

2.2.3 Classroom Needs

Currently ASE facilities are well utilized for their current enrollment. The school is on track to increase its enrollment to approximately 600 by the 2018-19 school year, which will match the functional capacity for the current grade configuration. ASE does not anticipate adding or reducing the amount of classrooms to the existing facilities due to the increase in student enrollment.

ASE is on track to have two separate schools, an elementary school for approximately 240 1st - 5th graders and a middle / high school for approximately 650 6th - 12th graders, in approximately 5 years. The elementary school will be housed in a new facility and the 6th - 12th grade students will remain in the existing facilities. This re-configuration will put ASE close to its charter capacity of 917.

The existing ASE facility has 34 instructional spaces serving the needs of its 1st - 12th grade students. The re-configuration would result in an elementary school consisting of approximately 20 instructional spaces and a middle / high school consisting of 34 instructional spaces.

Refer to the two following Program of Spaces for Educational Specifications and Program Statement spreadsheets for an itemized list of instructional and support spaces identified for both the new elementary and middle/high schools.

Existing and Projected Conditions

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Existing and Projected Conditions

PROGRAM OF SPACES BASED ON EDUCATIONAL SPECIFICATIONS											
RM #	Room Description	# of New Spaces Provided	Maximum # of Students Served per Proposed Space	# of Proposed Students Served per Space	Project Total New NSF per Space	NSF per Student per Space	NM A.S. Min. NSF per Space / Area	NSF Above / below Min. NM A.S. per Space / Area	100% School Funded NSF	Total NSF per Space / Area	SubTotal of Area
122	Library	1	0	0	1,000	0	1,000	0	1,000	1,000	
123	Office/Sto	1	0	0	150	0	150	0	150	150	
LIBRARY/MEDIA CENTER:		2	0	0	1,150		1,150	0	1,150	1,150	1,150
124	Warming Kitchen	1	0	0	200	0	200	0	200	200	
125	Kitchen Storage	1	0	0	200	0	0	200	200	200	
FOOD SERVICE:		2	0	0	400		200	200	400	400	400
126	Conf - Renovate to Parent Room	1	0	0	150	0	150	0	150	150	
PARENT WORK ROOM:		1	0	0	150		150	0	150	150	150
127	Principal	1	0	0	200	0	200	0	200	200	
128	Conf	1	0	0	250	0	150	100	250	250	
129	S/R	1	0	0	450	0	15	435	450	450	
130	S/R Storage	1	0	0	100	0	15	85	100	100	
131	Storage	1	0	0	125	0	15	110	125	125	
132	Counselor	1	0	0	150	0	115	35	150	150	
ADMIN:		6	0	0	1,275		510	765	1,275	1,275	1,275
133	Nurse	1	0	0	240	0	240	0	240	240	
HEALTH:		1			240		240	0	240	240	240
134	Lounge / Workroom	1	0	0	240	0	240	0	240	240	
TEACHER WORKROOM/LOUNGE:		1	0	0	240		240	0	240	240	240
135	Storage	1	0	0	240	0	240	0	240	240	
GENERAL STORAGE:		1	0	0	240		240	0	240	240	240
	Corridors: 17%	1			4,921					4,921	
	Toilets: 3%	1			868					868	
	Mech, Electrical, Janitors Closets:2%	1			579					579	
	Walls: 8%	1			2,316					2,316	
TARE:		4			8,684					8,684	8,684
TOTALS		36	342	240	20,262		18,725	1,537	20,262	20,262	20,262
TARE @ 30%		4			8,684		8,025	659	8,684	8,684	
TOTAL GSF		40	342	240	28,946	121	26,750	2,196	28,946	28,946	
NM A.S. Recommended SF: 240 x 140		33,568									

[illegible]

Proposed ASE Middle/High School

School, School District: Albuquerque School of Excellence

93 6th Grade

94 7th Grade

95 8th Grade

96 9th Grade

96 10th Grade

88 11th Grade

88 12th Grade

650 6th - 12th Grades

Please refer to the notes below for a description of each column

[illegible]

Existing and Projected Conditions

PROGRAM OF SPACES BASED ON EDUCATIONAL SPECIFICATIONS												Comments
RM #	Room Description	# of Existing Spaces Provided	Maximum # of Students Served per Existing Space	# of Existing Students Served per Space	Project Total Existing NSF per Space	NSF per Student per Space	NM A.S. Min. NSF per Space / Area	NSF Above / below Min. NM A.S. per Space / Area	100% School Funded NSF	Total NSF per Space / Area	SubTotal of Area	
210	Computer Lab	1	28	22	814	0	756	58	814	814		
211	Computer Lab	1	26	22	721	0	756	-35	721	721		
302	Science Lab	1	28	0	1,540	0	756	784	1,540	1,540		
317	Art	1	22	22	618	0	756	-138	618	618		
308	Robotics Lab	1	28	22	836	0	756	80	836	836		
SPECIAL USE CLRMS:		5	132	88	4,529		3,780	749	4,529	4,529	4,529	
	Lockers	1		0	246	0	600	-354	246	246		
	Lockers	1		0	246	0	600	-354	246	246		
246	Gymnasium	1	28	27	7,262	0	10,400	-3,138	7,262	7,262		
PHYSICAL EDUCATION:		3	28	27	7,754	0	11,600	-3,846	7,754	7,754	7,754	
319	Library	1			1,149		1,950	-801	1,149	1,149		
LIBRARY/MEDIA CENTER:		1			1,149		1,950	-801	1,149	1,149	1,149	
217	Cafeteria	1			3,269		1,625	1,644	3,269	3,269		
120	Cafeteria	1			2,288		1,625	663	2,288	2,288		
FOOD SERVICE:		2	0	0	5,557		3,250	2,307	5,557	5,557	5,557	
		1			0		0	0	0	0		
PARENT WORK ROOM:		1	0	0	0		0	0	0	0	0	
300	Principal	1	0	0	602		600	2	602	602		
101	Lobby	1	0	0	464		525	-61	464	464		
12	Reception	1	0	0	149		0	149	149	149		
11	Office	1	0	0	116		0	116	116	116		
10	Office	1	0	0	129		0	129	129	129		
9	Office	1	0	0	166		0	166	166	166		
8	Office	1	0	0	124		0	124	124	124		
7	Office	1	0	0	150		0	150	150	150		
ADMIN:		8	0	0	1,900		1,125	775	1,900	1,900	1,900	
310	Office	1	0	0	496		650	-154	496	496		
HEALTH:		1	0	0	496		650	-154	496	496	496	
108	Lounge	1			644	0	650	-6	644	644		
17	Board Room	1			302	0	0	302	302	302		
TEACHER WORKROOM/LOUNGE:		1	0	0	644		650	-6	644	644	644	

SECTION
2

Existing and Projected Conditions

PROGRAM OF SPACES BASED ON EDUCATIONAL SPECIFICATIONS												Comments
RM #	Room Description	# of Existing Spaces Provided	Maximum # of Students Served per Existing Space	# of Existing Students Served per Space	Project Total Existing NSF per Space	NSF per Student per Space	NM A.S. Min. NSF per Space / Area	NSF Above / below Min. NM A.S. per Space / Area	100% School Funded NSF	Total NSF per Space / Area	SubTotal of Area	
1	Storage	1			105		105	0	105	105		
2	Storage	1			149		149	0	149	149		
3	Storage	1			137		137	0	137	137		
4	Storage	1			133		133	0	133	133		
5	Storage	1			61		0	61	61	61		
6	Storage	1			66		0	66	66	66		
13	Storage	1			216		0	216	216	216		
14	Storage	1			121		0	121	121	121		
15	Storage	1			83		0	83	83	83		
16	Storage	1			79		79	0	79	79		
18	Storage	1			145		0	145	145	145		
19	Storage	1			145		0	145	145	145		
GENERAL STORAGE:		12	0	0	1,440		603	837	1,440	1,440	1,440	
	Corridors: 17%	1			9,590					9,590		
	Toilets: 3%	1			1,692					1,692		
	Mech, Electrical, Janitors Closets:2%	1			1,128					1,128		
	Walls: 8%	1			4,513					4,513		
TARE:		4			16,924					16,924	16,924	
TOTALS		62	739	650	41,309		44,179	-2,870	41,309	41,309	41,309	
TARE @ 30%		0			15,104		18,934	-1,230	15,104	15,104		
TOTAL GSF		62	739	650	56,413	87	63,113	-4,100	56,413	56,413		
NM A.S. Recommended SF: 650 x 161						104,892						

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Existing and Projected Conditions

2.3 SITE AND FACILITIES

2.3.1 Location / Site

Albuquerque School of Excellence (ASE) is located at 13201 Lomas Blvd. NE, Albuquerque, New Mexico, 87112. ASE is a State Charter school located within the Albuquerque Public School District. The map below indicates the location of ASE within the Albuquerque Public School District.

ASE has occupied the location on Lomas since 2010. The building was an Albertson's Supermarket prior to ASE occupation. ASE has leased the building since 2010. Initially, the school leased 24,652 square feet until 2015 when it was able to lease the entire facility of 55,000 square feet.

The school was leasing the facility from Solidarity Construction, a Houston based general contractor. In compliance with HB-283 which states that all charter schools must be housed in public facilities, ASE leases the facility from the not for profit Charter School Solutions which owns the building and land. Charter School Solutions entered into a lease purchase agreement with ASE in 2017.

ASE would like to move their elementary population to a separate facility, preferably nearby. At this time, ASE does not have a facility in mind but does intend to find one within the life of this FMP/Ed Spec.

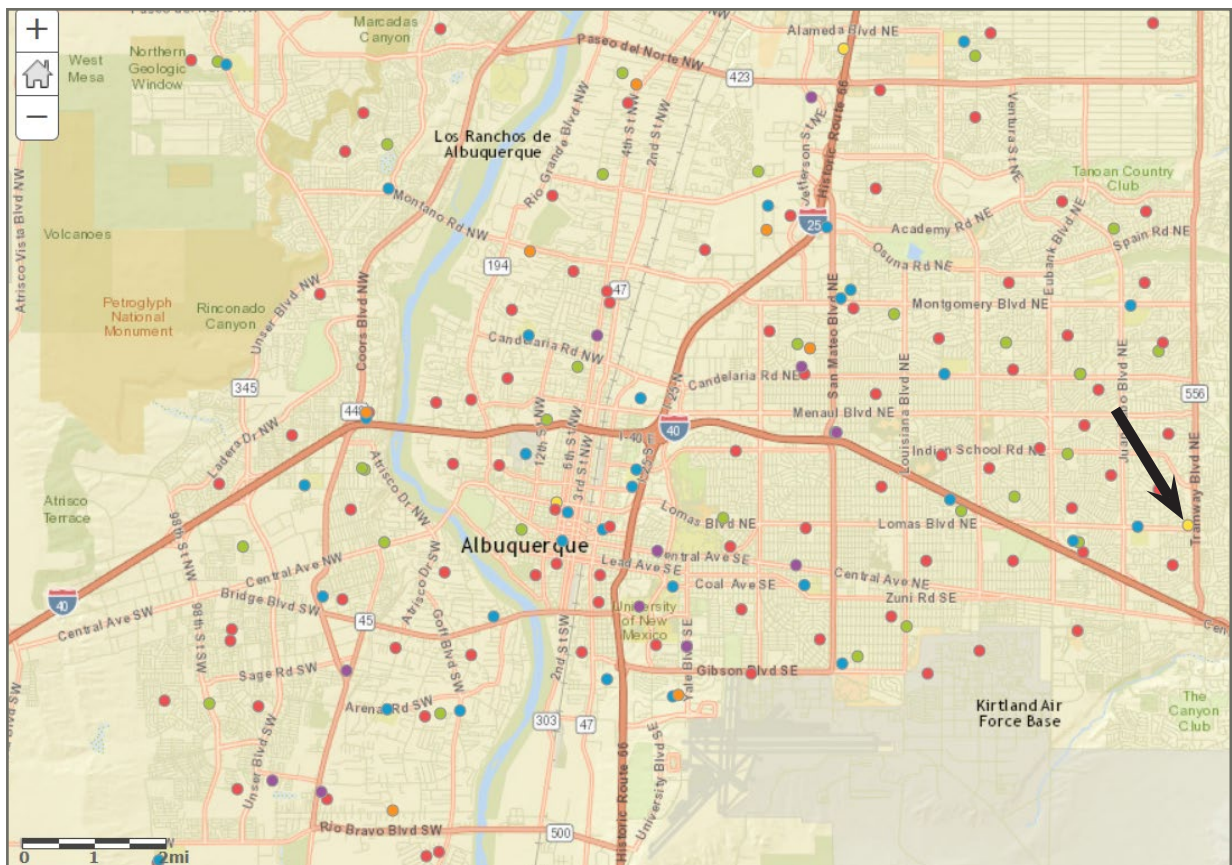


Image Source: PSFA GIS Map

Existing and Projected Conditions

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Existing and Projected Conditions

ASE Aerial

The aerial below depicts a satellite image of ASE location. The ASE site is surrounded by housing on the far eastern area of Albuquerque. The nearest schools include; Chelwood ES, Apache ES and Manzano HS.

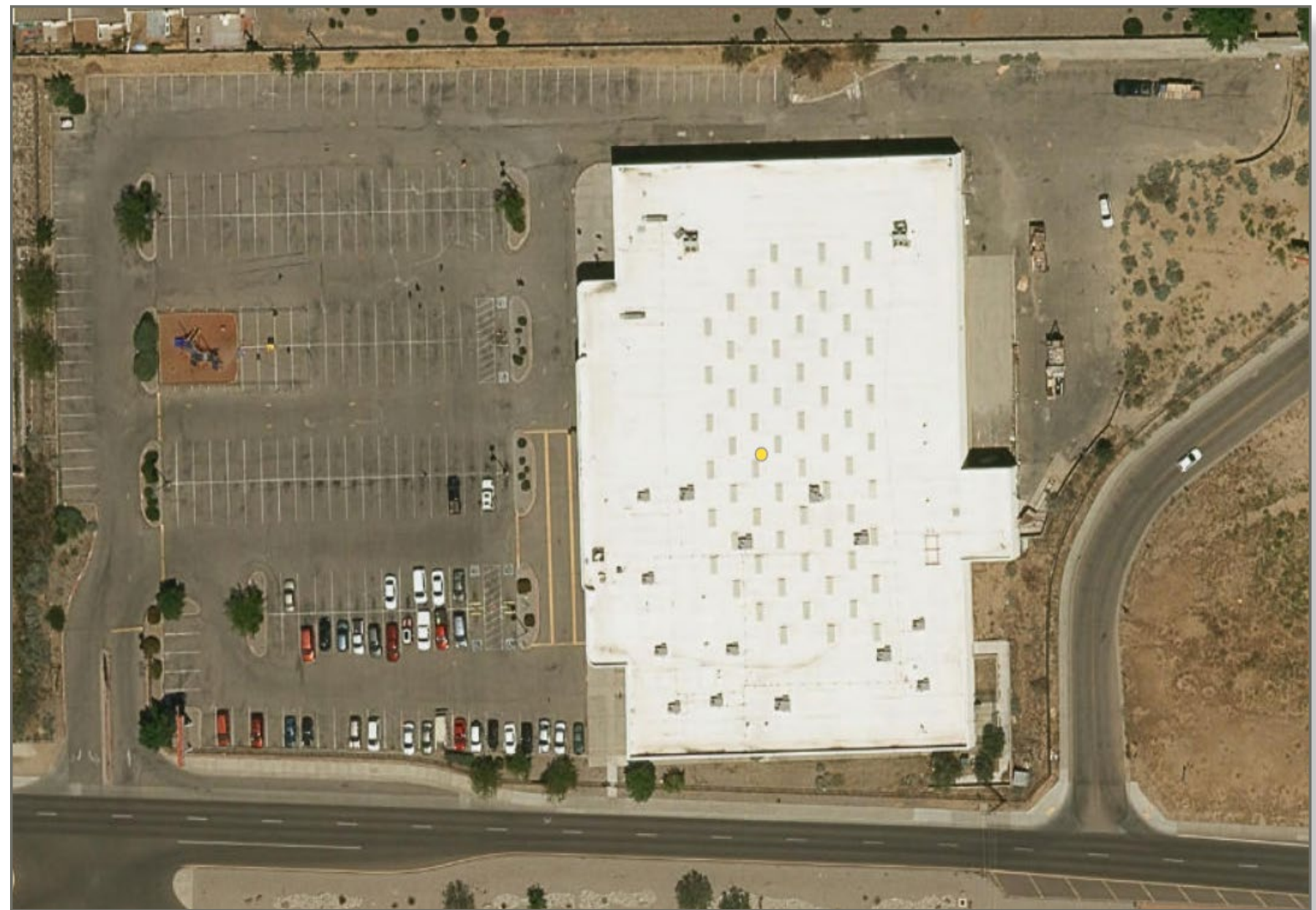
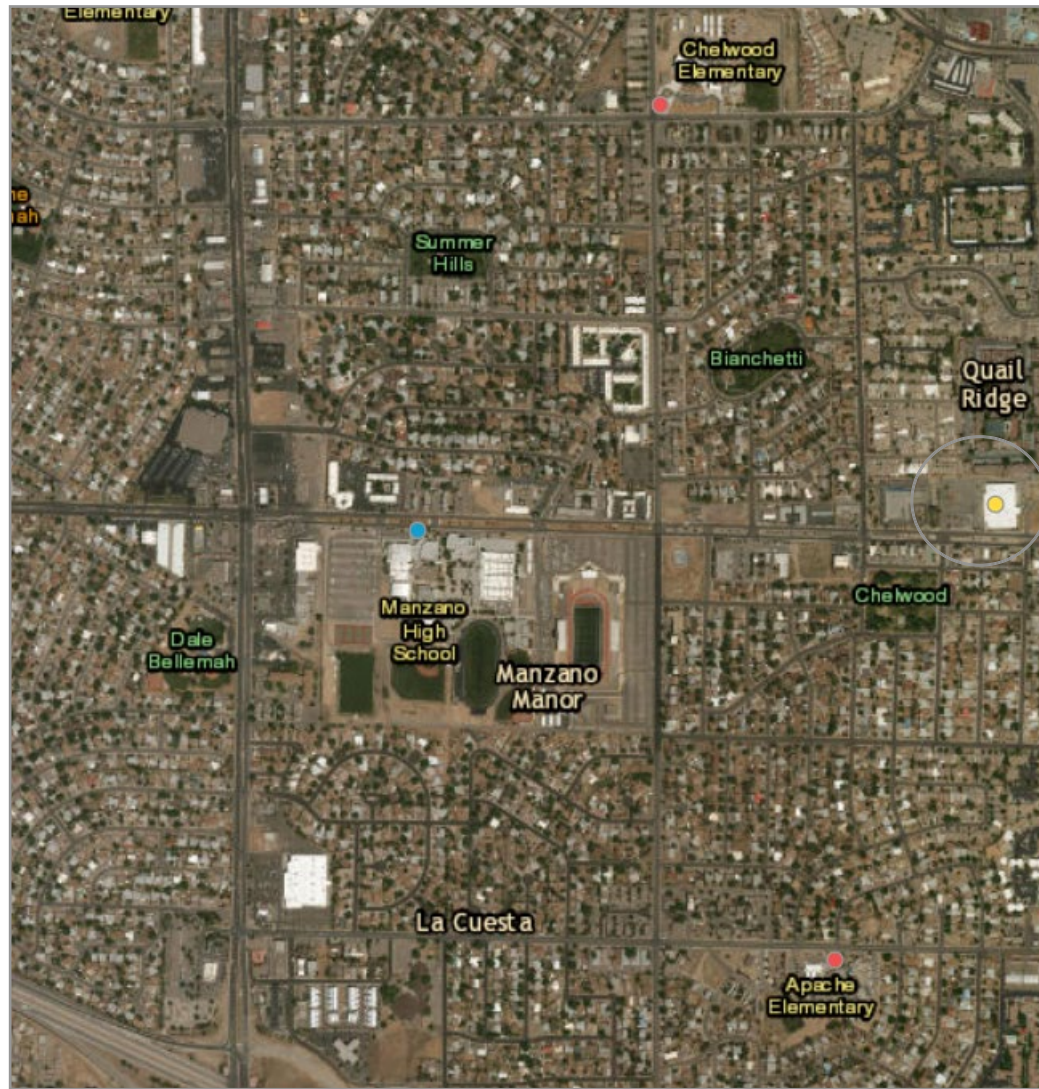
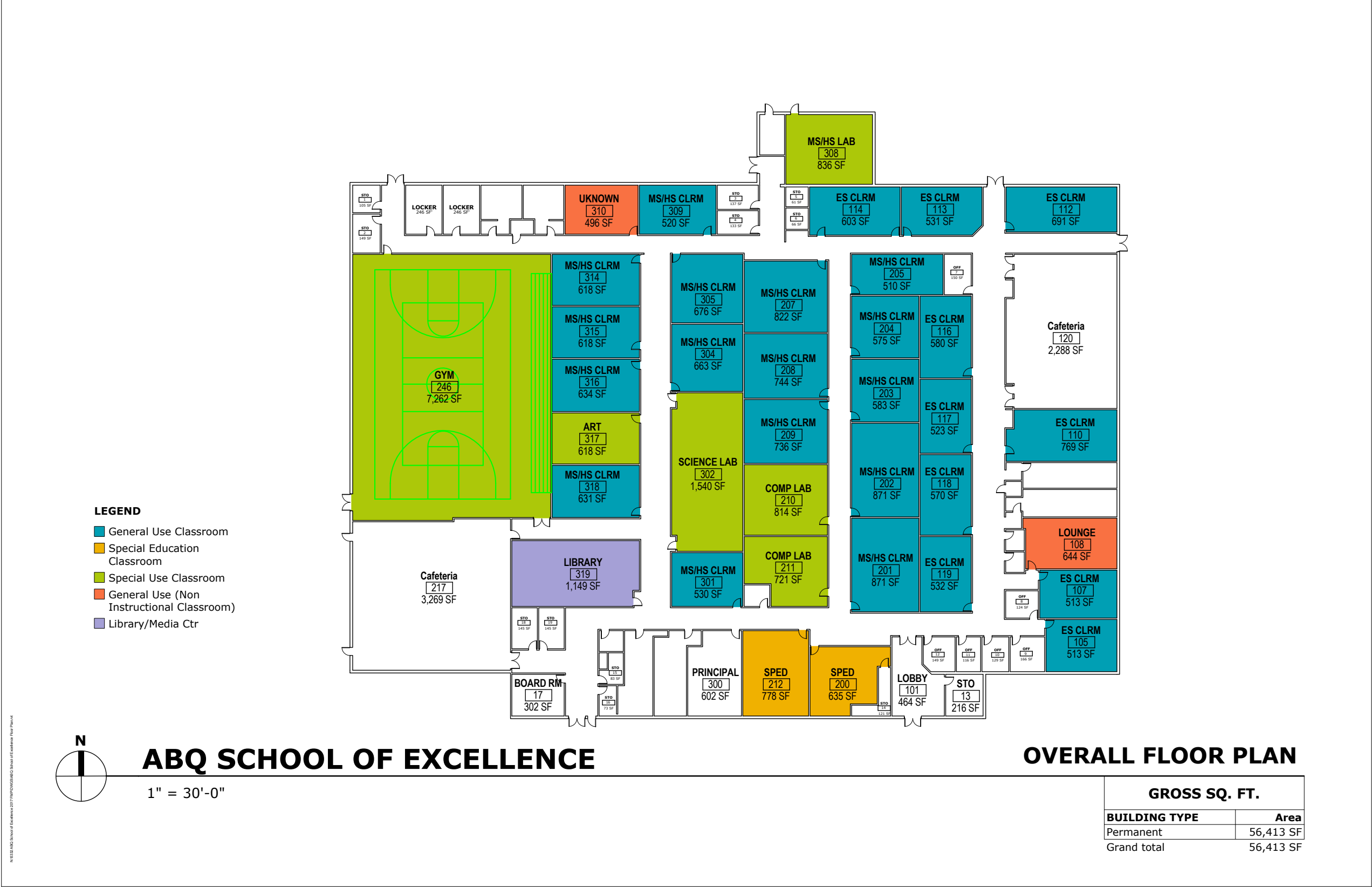


Image Source: Google Maps

Existing and Projected Conditions



Floor plan provided by: ASE, via Lee Gamelsky Architects P.C.

Existing and Projected Conditions

2.3.2 Facility Evaluation

FAD Executive Summary Report

Below is the ASE FAD executive summary report. The entire ASE FAD and the FAD with updates by Greer-Stafford Architecture is located in the Appendix of this document.

Facility Description

The Albuquerque School of Excellence (ASE) is located at 13201 Lomas Blvd. NE, Albuquerque, NM 87112. The school is chartered through the State of New Mexico. There is a single one story building on the school campus. There are no portable buildings on the campus. Occupancy is 1 thru 9th grades. The building was originally constructed in 1995 as a grocery store. In 2010 a portion of the 55,000 GSF building was renovated into the ASE. The remaining portion of the building remains as storage for a grocery store.

Site: The site is approximately 5.04 acres. The parking capacity is 236 (6 handicap spaces) and is sufficient. Concrete sidewalks are in good condition and pose no tripping hazard. There is a landscaped area at the perimeter of the site. The site drainage is generally good.

Structural / Exterior Closure: The building has a concrete slab on grade, footings, foundation system. The exterior walls are CMU and show no signs of settlement or damage. The main structure is steel columns and beams, with steel joists and a metal roof deck. The roof is a TPO roofing system. There appears to be some small leaks in the building. Exterior doors are typically Aluminum storefront at the main entry and hollow metal at exit doors. Exterior glazing is double glazed.

Interiors: Partition walls are metal studs with painted . The interior finishes are generally in good condition. Most ceilings are 2 X 4 suspended acoustic laying ceiling system. Flooring is VCT in hallways, and wet areas; and carpet in classrooms. Interior doors are generally solid wood non-rated.

Mechanical / Plumbing: Heating and cooling is provided by roof- top packaged combination units; gas heat, electric refrigerated air. There are roof mounted exhaust fans. Fresh air make up air and exhaust is adequate. Plumbing systems are in good condition. The plumbing fixtures were installed in 2010 , but the main sewer lines and main water supply line goes back to 1995.

Electrical: The electrical system is fed from a pad mounted transformer that delivers 277/480 volt 3 phase service . Lighting is fluorescent and illumination is generally adequate. Emergency signs are operable. The school does not have an emergency generator. The school has an intercom system thru the phone system. The school has data ports, and wifi.

Fire Protection / Life Safety Systems / Accessibility: The fire alarm system consists of audible annunciators. The system is activated by a central station and there are smoke and heat sensors throughout. There are pull stations and the system is monitored. There is an automatic Fire Sprinkler system. There is a security system. The facility is handicap compliant.

Existing and Projected Conditions

2.4 UTILIZATION ANALYSIS

School utilization and capacity are not stationary numbers; they can change from year to year depending on the educational programs available at the school, the pupil/teacher ratio (PTR) or class size, scheduling, and special needs of the students. For these reasons, it is recommended that the utilization and capacity of the facilities be reviewed annually and updated as necessary to realize the most effective use of the buildings and to enable the school to effectively plan for the future.

2.4.1 Special Factors that Influence Facility Use

To get an overall picture of the utilization of a school it is important to take a look at how the instructional spaces are being utilized and the different factors that can influence their use. These factors include the Pupil Teacher Ratios (PTRs) and special programs. The analysis and identification of these factors will help determine their impact on the facility use of spaces.

Pupil to Teacher Ratio (PTR)

The Pupil Teacher Ratios (PTRs), determined by the New Mexico Public Education Department (PED), indicates the maximum number of students that should be assigned to each teacher in a classroom. A school's average PTR is based on PED's Pupil to Teacher Ratio by grade level. It is important to consider this factor since it can influence the number of teachers and classrooms required for a given facility. The following table shows the allowable PTR by grade level from PED:

Pre - K	8 - 12 with aides
Kindergarten	15 without an aide; 20 with an aide
1st - 3rd	22
4th - 6th	24
7th - 8th	Max English class size; 27 or 150 / teacher / day
9th - 12th	Max English class size: 30 or 150 / teacher / day

The table on the right compares the school PTR to the PED's allowable PTR by each grade. The fifth column of the table shows the PTRs of each grade in the school based on the total current enrollment divided by the total number of assigned classrooms/teachers. The fourth column shows the allowable PED PTR based on the grade as shown in the previous table.

ASE Pupil Teacher Ratios

Grade	2016-17 Enrollment	2016-17 # of ASE Charter Grade Level Classrooms	PED PTR	2016-17 ASE Charter PTR w/ Existing Classrooms
1st Grade:	33	2	22	16.50
2nd Grade:	34	2	22	17.00
3rd Grade:	25	2	22	12.50
4th Grade:	46	2	24	23.00
5th Grade:	51	2	24	25.50
6th Grade:	68	3	24	22.67
7th Grade:	43	3	27	14.33
8th Grade:	43	3	27	14.33
9th Grade:	37	3	30	12.33
10th Grade:	27	2	30	13.50
11th Grade:	9	2	30	4.50
12th Grade:	11	2	30	5.50
TOTAL:	427	28	26	15.14

Existing and Projected Conditions

ASE has an average PTR of 15.14 based on its current enrollment and the number of assigned classrooms/teachers. By taking a look at each grade, only the 5th grade has a PTR that is higher than the PED PTR, while the 4th and 6th grades are close to their PED PTR. The grades that have the lowest PTR are 11th and 12th.

Special Education Spaces

The Special Education (SPED) program must be reviewed whenever determining the capacity and utilization of facilities. It is important to understand the impact that Special Education has on each school. The following table to the right identifies the total number of special education students of all levels that the school serves. The last two columns identify only the number of students at ASE that are eligible to receive C and D levels of special education instruction but do not include A and B levels, gifted and pre-school. The percentage of students identified to receive C and D levels of special education instruction at ASE is 4% of the total student population.

SPED Enrollment Comparisons

School	2016-17 Enrollment	Special Ed Enrollment	Special Ed as % of Total	C and D Levels	C & D levels as % of Total
Albuquerque School of Excellence	427	57	13%	19	4%
SCHOOL TOTALS:	427	57	13%	19	4%

Facility Capacity

It is important to identify the capacity of a school facility to be able to determine if the size of the facility is in alignment with the student enrollment. Once a capacity for a school has been identified it is easy to determine if a school is being utilized to its optimum potential or if there is room for improvement.

The methodology used to determine facility capacity can be slightly different for each school type due to their educational programs and use of facilities. For this FMP/Ed Spec, capacities were analyzed using three different capacity calculation methods to provide a comprehensive look at school capacities; the first is Maximum Facility Capacity which is based in the number of instructional spaces without considering educational programs; the second method is Functional Facility Capacity which is based on the number of instructional spaces and educational programming of the school; and the third method is Instructional Space Capacity which is based on the number of instructional spaces at the school and is used as a benchmark. All three capacity analyses are based on existing facilities.

Maximum Facility Capacity

This capacity is the sum of the maximum number of students that can be assigned to each classroom/ instructional space of a school facility. The maximum number of students that can be assigned to each instructional space including classrooms, gymnasiums, and computer labs is based upon the PED standard for PTR or the New Mexico State Adequacy Standards (NMAS) for minimum square feet required per student, whichever is more restrictive. When calculating Maximum Facility Capacity, consideration is not given to the educational program delivered at the

Existing and Projected Conditions

school and how the classrooms are used. It is understood that this is not a realistic capacity for a school, but serves to identify a facility **maximum capacity**, not to be exceeded.

Functional Facility Capacity

This is the potential best use of classrooms/instructional spaces based on the school's educational program and facility design. It is the sum of the maximum number of students that can be assigned to each general use classroom of a school facility taking into consideration the instructional assigned classrooms and the educational program. Unlike Maximum Facility Capacity, this calculation includes only spaces that have assigned classes functioning within; however, they exclude the instructional spaces that provide support to assigned classroom/instructional spaces such as science labs, art, music, computer labs, specialty labs, and certain special education spaces that are not assigned classrooms. Similar to Maximum Facility Capacity, the number of students that can be assigned to each classroom is based upon the PED standard for PTR or the NMAS for square feet per student, whichever is more restrictive. This calculation of capacity allows for the distinct **functional** uses of the facility based on the number of classrooms and educational programming. When analyzing Functional Facility Capacity of a school it is important to remember that schools with excess classrooms may convert these classrooms into 'other' use rooms such as storage, meeting rooms or may leave them as vacant classrooms. In that case, those classrooms will not show up in the final Functional Facility Capacity number. This will reduce the school's overall capacity numbers and may not be a realistic representation of the school's capacity, but rather a better reflection of the current use of the instructional spaces at each school.

Instructional Space Capacity

The 67% Instructional Space Capacity is based strictly on the number of classrooms/instructional spaces of the school. This analysis is a BENCHMARK based on Instructional Space Capacity calculations to provide insight to ASE. It is based on the premises that an overall school capacity of 67% of its maximum capacity serves as a benchmark for the overall capacity of school facilities. An overall instructional capacity of 67% should be a very attainable efficiency rate for schools. The majority of elementary, middle and high schools in the State of New Mexico are able to achieve this rate. If a school is below an overall capacity of 67%, it is necessary to review the educational program of the school and develop a plan to increase the utilization and efficiency of the school.

Capacity Results

The following table shows a summary of the three capacity methods used for ASE, the Maximum Facility Capacity, the Functional Facility Capacity and the 67% Instructional Space Capacity.

Instructional Space Capacity

School	2016-17 Enrollment	Maximum Facility Capacity w/Portables	Functional Facility Capacity w/Portables	Instructional Space Capacity w/ Portables @ 67%
Albuquerque School of Excellence	427	771	600	517
SCHOOL TOTALS:	427	771	600	517

These capacities are based upon the number of classrooms in the school

Existing and Projected Conditions

The results show that the school's Maximum Facility Capacity is 771 students and its Functional Facility Capacity is approximately 600 students with its current grade configuration. According to these results, the school is very close to its functional capacity. ASE's 2016-2017 enrollment was 427 students and its 2017-18 enrollment was 558. The future anticipated functional capacity for the new elementary school will be 240.

Facility Utilization

There are two indicators of space utilization, **Classroom Utilization Rate** and **Facility Utilization Rate**.

The first indicator, Classroom Utilization Rate, is based on the percentage rate of assigned classroom occupancy and does not include instructional support spaces. The State of New Mexico strives for an optimal Instructional Space Utilization of 95% - 100% of general use classrooms for elementary schools and an optimal rate of 80% - 95% for middle and high schools.

The second indicator, Facility Utilization Rate, is the percentage that indicates the number of assigned and unassigned classroom spaces during a typical school day. The Facility Utilization Rate separates classrooms that are assigned on a given school day and the number of classrooms that are used for support spaces or are unassigned. An optimal benchmark for facility utilization for schools is 67% of its maximum capacity, which is defined by determining 67% of the total number of Instructional Spaces.

Utilization Results

The following table shows ASE Classroom Utilization Rate and Facility Utilization Rate divided by elementary level and middle/high school level.

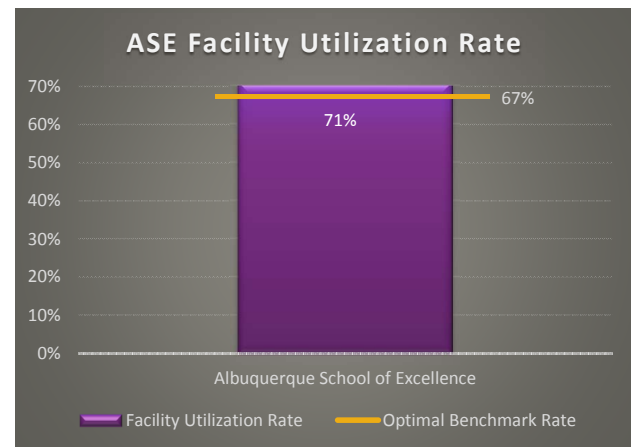
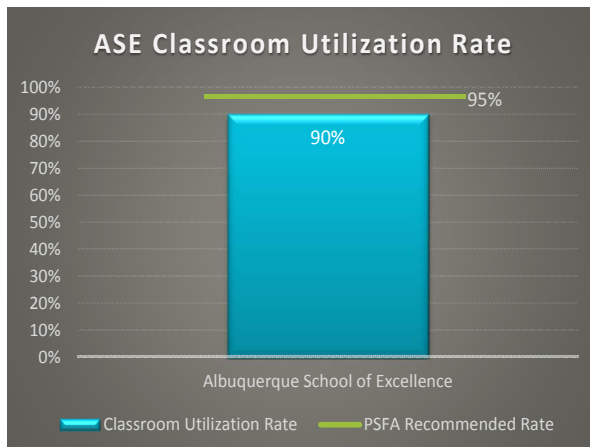
Utilization of Spaces

School	Grades	2016-17 Enrollment	Existing # of Classrooms w/Portables	Classroom Utilization Rate	Facility Utilization Rate
Albuquerque School of Excellence	1-5	189	16	108%	72%
Albuquerque School of Excellence	6-12	238	22	72%	70%
SCHOOL TOTALS:		427	38	90%	71%

According to the results, the elementary level at ASE has a classroom utilization rate of 108% which indicates that there might be an excess of students per assigned classrooms. On the other hand, the middle/high school level has a classroom utilization rate of 72% which is below the recommended rate of 80% - 95%. Regarding the facility utilization rate, both elementary and middle/high school levels have values that surpass the optimal benchmark of 67%.

In addition, the graphs on the following page present a comparison of the school utilization rates in relation to the recommended classroom utilization and to facility utilization optimal rate.

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The results show, that in general, ASE has a classroom utilization rate of 90% which complies with the recommended PSFA rate of 90%-95%. ASE has an overall facility utilization rate of 71%, which surpasses the optimal benchmark rate of 67%. This reflects a robust educational program; however, this also represents a lower number of classrooms that could serve as support spaces in the school.

This reflects that ASE accomplishes its educational program in a very efficient footprint, putting money in the classroom and not into the built environment. Every square foot of a built environment has to be maintained and has utility costs associated with it. The majority of elementary schools in New Mexico exceed the State's recommended square footage for their student population.

Utilization and Capacity Summary

ASE enrollment has rapidly increased from 214 students in 2010-11 to 558 students in 2017-18. As a result, the school is close to its functional capacity even after the school increased the square footage of its facilities from 24,784 sf to 56,413 sf in 2016. This is reflected in the previous analyses since they all indicate that the overall school is at its capacity and has a good Classroom Utilization Rate and a high Facility Utilization Rate.

The capacity analysis shows that ASE has a functional facility capacity of approximately 600 while its 2017-18 enrollment is 558. This reflects that the school is very close to its capacity. The utilization analysis shows that overall the school has a classroom utilization of 90% and a facility utilization of 71%. By taking a look at the breakdown of the utilization, the elementary section of the school has a classroom utilization of 108% which indicates that there may be an excess of students in the assigned classrooms. On the other hand, the middle/high school section of the school has a classroom utilization rate of 72% which does not comply with the state's recommended rates of 85%-95%. Both the elementary and the middle/high school sections have utilization rates that surpass the 67% optimal benchmark. This reflects a robust educational program.

ASE is a very efficient school, accomplishing its educational mission and program within a minimal footprint. Currently, the school square footage is 73% of the state's recommendation. ASE would

Existing and Projected Conditions

like to reach its maximum charter capacity of 917 students in the near future; however, ASE will require additional square footage to accomplish its enrollment goals. During the FMP/Ed. Spec process, ASE discussed the option of build a new facility in a different site to house 240 elementary students from 1st to 5th grade and keep the current facility with only middle and high school students.

Strategies to Meet Spaces Needs

ASE has identified the need for additional space in order to meet space needs. The current ASE facility has a functional capacity of 611 while the charter capacity is 917. In order to achieve ASE full enrollment capacity, the school needs additional space.

ASE has identified the strategy to build a new elementary school in a different site to house 240 1st-5th grade students and keep the current facility as a middle/high school and house 650 6th-12th grade students. ASE has not determined the location of the site for the new school or the precise square footage for the new elementary school yet. However, ASE would like to adjust the new school to State's recommended square footage for an elementary school of 240 students.

Under-Utilized Spaces

There are no identified under-utilized spaces in the school. ASE is a very well utilized school that currently is very close to its functional facility capacity and in need to expand its footprint in order to be able to reach its charter capacity. ASE has a classroom utilization rate of 88% which is between the state's recommended rates of 85% - 95%. ASE has a facility utilization rate of 67% which indicates that the school has a good balance between the assigned classrooms and unassigned or support spaces.

Facility Phasing and Timeline to Accommodate Full Enrollment Capacity

During the FMP/Ed Spec process, the ASE Steering Committee determined the priorities that the school needs to address in the following 5 years in order to maintain its facility safe and secure, and to support its educational program, mission, and vision.

The replacement/repair of the roof is a high priority that the school needs to address as soon as funding is available. After this priority had been addressed, ASE will begin the search to build a new elementary school facility. The priority of reach full enrollment capacity will be addressed towards the end of the five year period of this FMP/Ed Spec.

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ALBUQUERQUE SCHOOL OF EXCELLENCE ELEMENTARY UTILIZATION EXISTING CONDITIONS

GRADE LEVEL	TOTAL CURRENT STUDENT 40th DAY COUNT	NUMBER OF DD / SPECIAL NEEDS STUDENTS PER GRADE	CURRENT NUMBER OF TEACHERS	NUMBER OF CLASSROOMS
1st Grade	33		2	2
2nd Grade	34		2	2
3rd Grade	25		2	2
4th Grade	46		2	2
5th Grade	51		2	2
TOTALS	189	0	10	10

SCHOOL HOURS	
School Start Time	8:15 AM
School End Time	3:45pm
Total Hours in School Day	7
Number of Lunch Turns Per Day	

District:	ABQ School of Excellence Charter School
School:	ABQ School of Excellence Elementary
Date:	2017-2018

CLASSROOMS										DAYS AND HOURS SPACE IS USED					UTILIZATION		
TEACHERS NAME	CLASSROOM USE/ GRADE LEVEL	ROOM NUMBER	Cirm SQUARE FOOTAGE	CURRENT STUDENT 40TH DAY COUNT	Functional Capacity	Max. Number of Students per Adequacy Standards Sq. Ft.	Maximum Facility Capacity or PED Max. PTR per Classroom	% Classroom Occupancy	DOES CLASSROOM MEET ADEQUACY	MONDAY HOURS USED PER DAY	TUESDAY HOURS USED PER DAY	WEDNESDAY HOURS USED PER DAY	THURSDAY HOURS USED PER DAY	FRIDAY HOURS USED PER DAY	TOTAL HOURS CLASSROOM IS USED DURING SCHOOL WEEK	TOTAL HOURS CLASSROOM IS AVAILABLE DURING SCHOOL WEEK	FACILITY UTILIZATION RATE PERCENT (%)
Solis, M.	1st Grade	114	603	17	19	19	19	89%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Wallin, M.	1st Grade	113	531	16	17	17	17	94%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
McKinstry, A.	2nd Grade	117	523	17	16	16	16	106%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Boone, C.	2nd Grade	116	580	17	18	18	18	94%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Atkinson, R.	3rd Grade	110	769	13	22	24	22	59%	Y	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Kwiecinski, V.	3rd Grade	112	691	12	22	22	22	55%	Y	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Elias, C.	4th Grade	119	532	23	17	17	17	135%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Summy, D.	4th Grade	118	570	23	18	18	18	128%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Fuhrman, A.	5th Grade	105	513	26	16	16	16	163%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
Landavazo, L.	5th Grade	107	513	25	16	16	16	156%	N	7.00	7.00	6.50	7.00	7.00	34.50	34.50	100%
	Computer Lab II	211	721	0	0	23	22	0%	Y	0.00	0.00	0.00	0.00	0.00	0.00	34.50	0%
	SPED	212	778	0	0	24	16	0%	Y	0.00	0.00	0.00	0.00	0.00	0.00	34.50	0%
		310	496	0	0	16	16	0%	N	0.00	0.00	0.00	0.00	0.00	0.00	33.50	0%
	Teacher's Lounge	108	644	0	0	20	20	0%	N	0.00	0.00	0.00	0.00	0.00	0.00	34.50	0%
		SUBTotal:	8,464	189	181	266	255	108%						Totals	345.00	482.00	72%

LEGEND	
	General Education
	Special Education
	Special Programs
	Non-Instructional

NOTES:

Count general classrooms as being used while students are attending recess, lunch, library time, and PE activities.

1-Max. Number of Students per Adequacy Standards Sq. Ft.: The maximum number of students allowed per the Statewide Adequacy Standards square feet.

2-PED Max. PTR per Classroom: PED's maximum pupil/teacher ratio per classroom

3-Utilization Rate Calculation: Total number of hours classroom is actually used per week / (divided by) the maximum possible classroom hours per week = (equals) total classroom utilization.

PED Published 40 Day Count	
2016-17 40 day Student Enrollment:	189
FACILITY CAPACITY (with and without Portables)	
Maximum Facility Capacity w/ Potables	255
Maximum Facility Capacity w/o Portables	255
Functional Facility Capacity w/ Portables	181
Functional Facility Capacity w/o Portables	181
Instructional Space Capacity w/ Portables @ 67%	171
Instructional Space Capacity w/o Portables @ 67%	171

Based On Number of Instructional Spaces:		
Number of and % Of General Use Classrooms	12	86%
Number of and % Of Special Education Classrooms	1	7%
Number of and % Of Special Use Classrooms	1	7%
	14	100%

Number of and % Of Portable Classrooms	0	0%
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SECTION
2

Existing and Projected Conditions

ALBUQUERQUE SCHOOL OF EXCELLENCE MIDDLE/HIGH UTILIZATION EXISTING CONDITIONS

Rm #	CIRM Use	Teacher	CIRM NSF	Max # of St./ Sq Ft	Max Capacity or PED MAX PTR/CIRM	Functional Capacity	A. S. Y/N	PERIOD 1				PERIOD 2				PERIOD 3			
								8:30 - 9:19				9:24 - 10:13				10:18 - 11:17			
								# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject
304	English	Rose, J.	663	24	24	24	N	25	104%	7th	English	25	104%	7th	English	25	104%	7th	English
201	Biology	Begit, E.	871	31	27	27	Y	16	59%	9th-11th	Biology	17	63%	9th	Biology Honors	25	93%	7th	Integrated Science
202	Science	Myhmanov, S.	871	31	27	27	Y	30	111%	6th/12th	Scientific Tech/Unified Science	26	96%	6th	Unified Science	26	96%	6th	Unified Science
203	Social Studies	Madsen, K.	583	21	21	21	N	0	0%		Prep	24	114%	6th	Social Studies	26	124%	6th	Social Studies
205	Spanish	Wilks, K.	510	18	18	18	N	26	144%	8th	Spanish	0	0%		Prep	22	122%	11th	Spanish III
207	Integrated Science	Rasulzoda, U.	822	29	27	27	Y	24	89%	6th	Integrated Science	26	96%	6th	Integrated Science	26	96%	6th	Integrated Science
305	English I	Fien, W.	676	24	24	24	N	19	79%	11th	AP Eng Lang and Composition	16	67%	9th	English I	17	71%	9th	English I Honors
309	Math	Johnson, P.	520	19	19	19	N	5	26%	11th	Algebra II	16	84%	11th	Algebra II	15	79%	10th	Geometry
314	Pre-Algebra	Yanar, H.	618	22	22	22	N	13	59%	8th	Pre-Algebra	13	59%	8th	Pre-Algebra	0	0%		Prep
316	NM History	Elliott, E.	634	23	23	23	N	17	74%	9th-11th	Contemporary World Issues	25	109%	7th	New Mexico History	25	109%	7th	New Mexico History
209	Math	Dogan, R.	736	26	26	26	N	16	62%	9th	Algebra I	17	65%	9th	Algebra I Honors	24	92%	6th	Math Course II
204	Foreign Language	Dokan, N.	575	21	21	21	N	12	57%	10th	Foreign Language and Lit I	4	19%	10th	Foreign Language and Lit I	9	43%	8th	Foreign Language II
208	English	Graybeal, S.	744	27	27	27	Y	24	89%	6th	English	26	96%	6th	English	0	0%		Prep
315	History	Vogt, B.	618	22	22	22	N	6	27%	12th	AP U.S. Government	19	86%	11th	AP U.S. History	13	59%	9th-11th	Debate/Public Speaking
301	Math	Norcross, T.	530	19	19	19	N	26	137%	6th	Math Course II	26	137%	6th	Math Course II	0	0%		Prep
318	Science Classroom	Dogan, G.	631	23	23	23	N	15	65%	10th	Chemistry	16	70%	10th	Chemistry Honors	9	39%	9th	Forensic Science
210	Computer Lab		814	29	27	0	Y	0	0%			0	0%			0	0%		
246	Gym	Jacobson/Meetze	7,262	259	27	27	Y	41	152%	6th/9th-11th	P.E. & Health	51	189%	6th-7th	P.E. & Health	50	185%	6th-7th	P.E. & Health
317	Art	Barren, L.	618	22	22	22	N	18	82%	9th-11th	Art Appreciation	50	227%	6th	Introduction to Art	52	236%	6th	Intro to Art
308	Robotics Lab		836	30	27	0	Y	0	0%			0	0%			0	0%		
302	Science Lab		1,540	55	27	0	Y	0	0%			0	0%			0	0%		
200	SPED		635	23	16	0	Y	0	0%			0	0%			0	0%		
103	Office	Del Curto, K.	148	5	5	5	N	6	120%	12th	Teacher Aide	0	0%			0	0%		
319	Library		1,149	41	27	0	Y	0	0%			0	0%			0	0%		
SUBTotals w/ Portables			22,307	798	516	419		339	85%			397	99%			364	103%		
SUBTotals w/o Portables			22,307	798	516	419													

LEGEND	
	General Instruction
	Special Education
	Special Programs
	Non-Instructional

Number of Lunch Turns Per Day	1
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- 1) Max # of St./Sq. Ft.= The maximum number of students allowed per the Statewide Adequacy Standards square feet.
- 2) PED Max PTR/CIRM = PED's maximum pupil / teacher ratio per class period.
- 3) Tot. St. = The total number of students in the specific instructional space throughout the day.
- 4) PED Max. PTR/Day = The maximum pupil teacher ratio allowed by PED for specific teacher per day allowed.
- 5) Tot. % Rm Occ. / Day = Total average percentage room is occupied throughout the day. (count all periods in average)
- 6) Occ. # of Pd.'s / Day = Occupied number of periods occupied per day. (Prep period may be counted as utilized if teacher does not have a separate office from classroom)
- 7) % Pd. / Day = The average percent of occupied periods (occupied number of periods divided by the number of periods available per day).

ABQ School of Excellence Middle/High School

GRADE LEVEL	CURRENT STUDENT 40TH DAY COUNT	NUMBER OF / SPEC NEEDS STUDENTS PER GRADE	CURRENT NUMBER OF TEACHERS	NUMBER TEACHING SPACES
6th Grade	68			
7th Grade	43			
8th Grade	43			
9th Grade	37			
10th Grade	27			
11th Grade	9			
12th Grade	11			
TOTALS	238	0	18	22

SECTION
2

Existing and Projected Conditions

ALBUQUERQUE SCHOOL OF EXCELLENCE MIDDLE/HIGH UTILIZATION EXISTING CONDITIONS

PERIOD 4 11:12 - 12:01				PERIOD 5 12:04 - 1:05				PERIOD 6 1:08 - 1:57				PERIOD 7 2:02 - 2:52				Tot. St.	PED Max. PTR /Day	Tot. % Rm Occ. / Day	Occ # of Pd.'s / Day	% Period / Day
# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject	# of St.	% Rm Occ.	Grade	Subject					
0	0%		Prep	26	108%	8th	English	27	113%	8th	English	0	0%			128	150	76%	6	86%
25	93%	7th	Integrated Sience	25	93%	7th	Integrated Science	0	0%		Prep	0	0%			108	160	57%	6	86%
26	96%	6th	Unified Science	25	93%	7th	Unified Science	25	93%	7th	Unified Science	25	93%	7th	Unified Science	183	160	97%	7	100%
26	124%	6th	Social Studies	26	124%	6th	Social Studies	16	76%	10th	AP World History	15	71%	10th	World History	133	160	90%	7	100%
0	0%			0	0%			0	0%			0	0%			48	160	38%	3	43%
26	96%	6th	Integrated Science	0	0%		Prep	19	70%	11th		0	0%			121	160	64%	6	86%
15	63%	10th	English II	16	67%	10th	English II Honors	3	13%	12th		0	0%		Prep	86	150	51%	6	86%
0	0%		Prep	25	132%	7th	Math course III	25	132%		Math Course III	25	132%	7th	Math Course III	111	160	83%	7	100%
16	73%	8th	Pre-Algebra	16	73%	8th	Pre-Algebra	0	0%			0	0%			58	160	38%	5	71%
25	109%	7th	New Mexico History	19	83%	9th	New Mexico History	0	0%		Prep	0	0%			111	160	69%	6	86%
26	100%	6th	Math Course II	0	0%		Prep	6	23%	12th	Pre-Calculus	14	54%	11th	Pre-Calculus	103	160	57%	7	100%
0	0%		Prep	14	67%	8th	Foreign Language II	9	43%	8th	Foreign Language II	0	0%			48	160	33%	6	86%
26	96%	6th	English	26	96%	6th	English	0	0%			0	0%			102	150	54%	5	71%
26	118%	8th	Early U.S. History	0	0%		Prep	27	123%	8th	Early U.S. History	22	100%	9th-11th	Journalism/Newspaper	113	160	73%	7	100%
0	0%			0	0%			0	0%			0	0%			52	160	39%	3	43%
12	52%	9th	Forensic Science	0	0%		Prep	26	113%	8th	Integrated Science	27	117%	8th	Integrated Science	105	160	65%	7	100%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
53	196%	6th-8th	P.E. & Health	26	96%	8th	PE & Health	33	122%	9th	Physical Education	14	52%	10th-12th	Team Sports	268	160	142%	7	100%
50	227%	7th	Intro to Art	25	114%	7th	Intro to Art	26	118%	8th	Intro to Art	27	123%	8th	Intro to Art	248	160	161%	7	100%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
0	0%			0	0%			0	0%			0	0%			0	112	0%	0	0%
0	0%			0	0%			0	0%			0	0%			6	160	17%	1	14%
0	0%			0	0%			0	0%			0	0%			0	160	0%	0	0%
352	111%			269	95%			242	86%			169	93%			2,126	3,442	72%	108	70%

Current Grade Configuration:	6-12
2016-17 40 day Student Enrollment:	238

FACILITY CAPACITY (with and without Portables)	
Maximum Facility Capacity w/ Portables	516
Maximum Facility Capacity w/o Portables	516
Functional Facility Capacity w/ Portables	419
Functional Facility Capacity w/o Portables	419
Instructional Space Capacity w/ Portables @ 67%	346
Instructional Space Capacity w/o Portables @ 67%	346

Based On Number of Instructional Spaces:		
Number of and % Of General Use Classrooms	15	68%
Number of and % Of Special Education Classrooms	1	5%
Number of and % Of Special Use Classrooms	6	27%
	22	100%

Number of Portable Classrooms	0	0%
Number of Assigned Classrooms	18	82%

Charter School: Based On NM Adq Std Square Footage/Student			
427	Students @	181	sqft/student
Existing Permanent + Portable Facilities =		77,417	sqft
Percentage of Difference =		73%	

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Existing and Projected Conditions

2.5 Facility Maintenance

At the beginning of this FMP / Educational Specification process ASE did not have a Preventative Maintenance Plan in place, but is working with PSFA to develop a plan in the 2017-18 school year.

ASE contracts with Service Master Performance for daily maintenance and has a handy man contractor for work orders that arise. The ASE staff maintain the facility in very good condition and no substantial maintenance issues were discovered during assessments.

ASE has identified maintenance project that fall under Life/Health/Safety/Security/Code projects to be addressed as capital plan projects, such as: roof, HVAC and plumbing. For further details, refer to Section 4: Capital Plan.

Existing and Projected Conditions

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Proposed Facility Requirements

3.1 FACILITY GOALS AND CONCEPTS

3.1.1 School Facility Goals

Albuquerque School of Excellence (ASE) currently meets all requirements of HB-283 for Charter School leasing to purchase of public building requirements.

Facility Goals for the near future are:

- Develop area behind existing facility as a play field and open space
- Build a new facility to house elementary students separate of secondary students

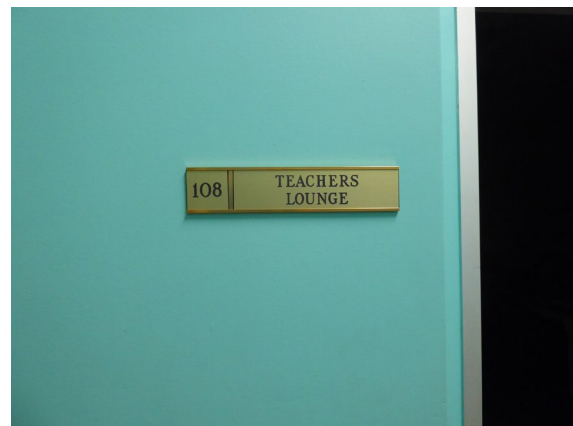
3.1.2 Concepts

Safety and Security:

ASE has installed cameras on the interior and exterior of the school facility. The cameras are primarily precautionary as the school has not experienced serious security issues. However, the school believes they should upgrade their security system.

ADA Signage

ASE needs to replace all signage in the ASE facility with ADA compliant signage. Existing signage does not comply with ADA requirements as the example shows.



Outdoor Physical Education / Play field Space:

The ASE site has limited outdoor play areas for their student population. Currently, ASE has a small playground for 1st - 5th grade students located in the front parking lot, north of the building. Along the east-side of the building, ASE has set up portable basketball hoops for the middle and high school students. There is no outdoor play field or other outdoor areas designated for middle or high school students.

Proposed Facility Requirements

ASE would like to develop the area behind the school building, on the south facing side, into a play field and open space. The development would include creating a walkway from the far west-side, elementary wing of the building to the open space.



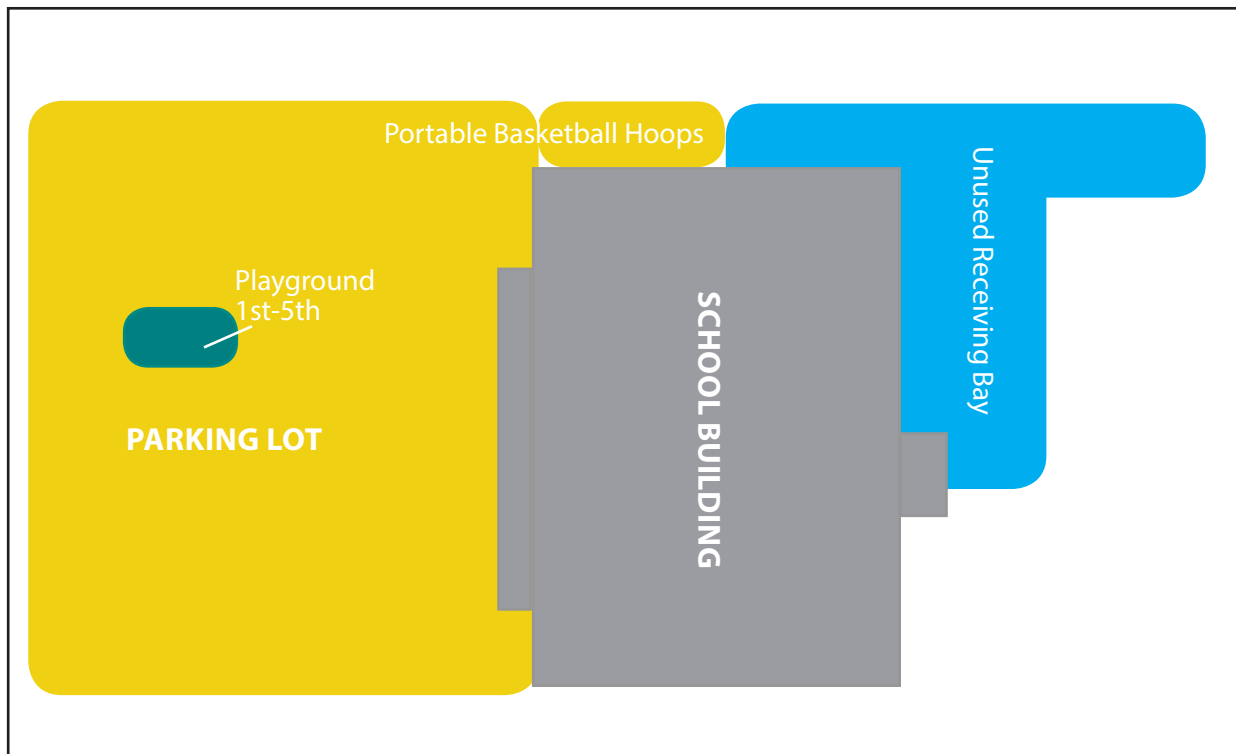
Currently, along the south-side of the building is a steep sloping dirt plot and an unused delivery bay. As in shown in the photos below.



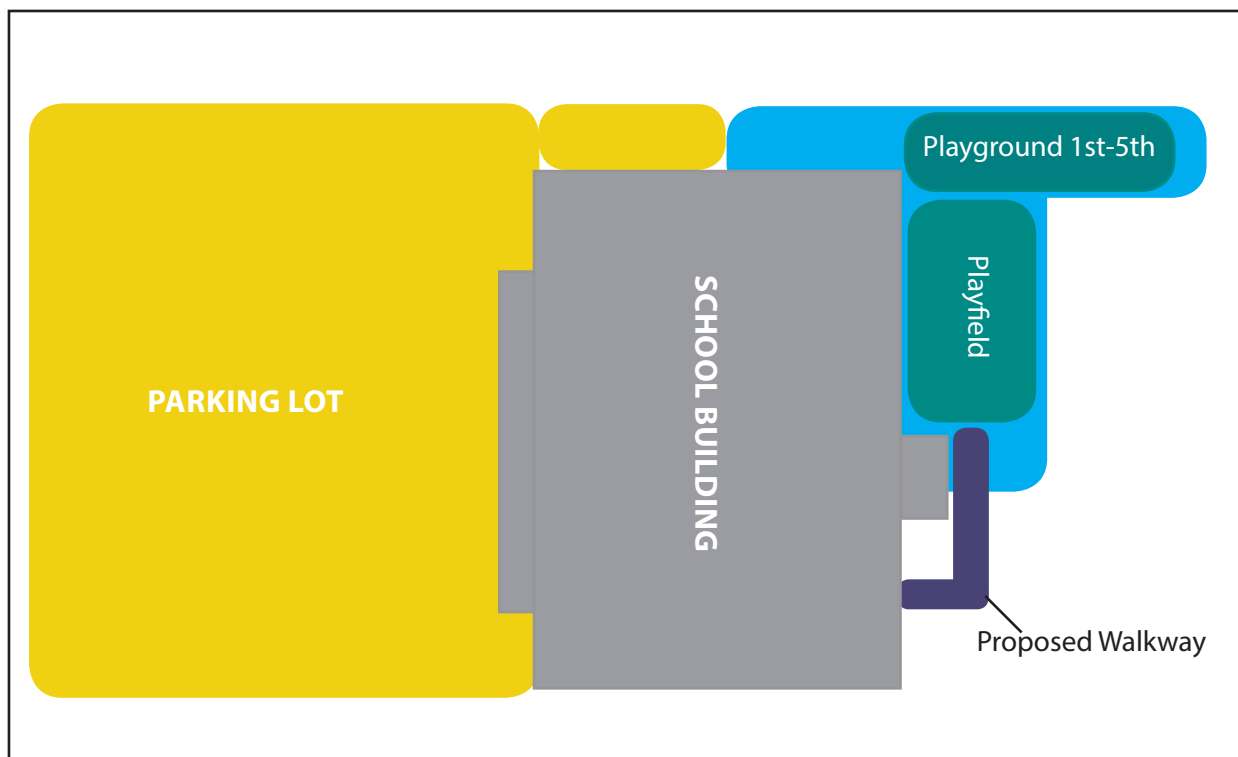
The following pages show the existing layout of the playground in relation to the school building and the proposed playground/outside field.

Proposed Facility Requirements

Existing Playfield Layout



Proposed Playfield Layout



Proposed Facility Requirements

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Capital Plan

4.1 TOTAL CAPITAL NEEDS

ALBUQUERQUE SCHOOL OF EXCELLENCE (ASE) CHARTER SCHOOL CAPITAL PLAN

Albuquerque School of Excellence undertook the development of this 2018-22 facilities master plan / educational specification (FMP/Ed Spec) to provide direction for the school's facilities for the next five years and beyond. The capital needs for ASE were derived from the identified facility needs of the school and its campus which are based on the age and condition of its permanent facilities, the educational program, and the school's mission. The facility needs were identified by visual inspection of the school, meetings with school staff, and the ASE FMP Steering Committee. The school staff, ASE FMP Steering Committee, and the Governing Board reviewed the facility information to assure all facility needs had been identified for their impact on the facilities and to anticipate the impact they may have on the existing facilities within the life of this FMP.



FACILITIES MASTER PLAN / EDUCATIONAL SPECIFICATION GOAL

A facilities master plan / educational specification goal of Albuquerque School of Excellence Charter School is to provide quality education to all of its students in a comfortable and stimulating learning environment that is housed in safe, efficient and effective facilities. To accomplish this goal, the School has to provide adequate facilities that will support the school's mission, educational program, and student enrollment. Albuquerque School of Excellence has embraced the 'size right' philosophy for its facilities since its inception and continued to embrace this philosophy throughout the development of its capital plan. ASE is 27% below the state's recommended facility square footage for its 2016-17 student enrollment.

OBJECTIVES IN DETERMINATION OF CAPITAL PLAN

ASE Charter School has a unique student enrollment, educational program, and philosophy when compared to the other schools located within its service areas. It is located within the Albuquerque Public School District, in the eastern portion of town. The School undertook the development of this facilities master plan / educational specification in partnership with PSCOC / PSFA and its community to identify basic facility requirements and develop a realistic and relevant capital plan that will assist the school in reaching its facility goal and objectives. The facilities master plan / educational specification process aided ASE Charter School in identifying and addressing the unique facility needs of the school.

To adequately address the goals and objectives of this facilities master plan / educational specification and determine space requirements, there were several objectives that were established, reviewed, analyzed, and discussed throughout the FMP/ Ed Spec process. School staff, parents and community members provided input on the following facility objectives:

- Safe and secure facilities
- Efficient and effective facilities sized for student enrollment
- Condition of existing facilities
- Best use of existing facilities

Capital Plan

Utilization of existing facilities

Facilities required to meet student needs and the school's mission

Facilities that comply with State requirements and standards

Safe and Secure Facilities

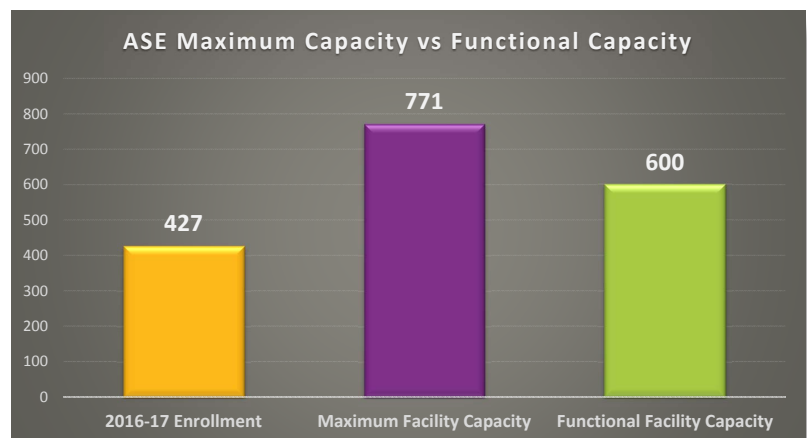
Safety and security of students, staff, and visitors is a facility objective for ASE. The current school facilities and their layout make school security relatively easy to manage. The front entry of the school is very clear and inviting for first time visitors. The number of building exits is minimal and easily managed. The school has installed a security camera system to aid in the process. The proposed growth to the school could be problematic to school security if an adjacent property is purchased to house the proposed classrooms and multi-purpose space. ASE addresses school safety issues as they arise in a timely manner.

Efficient and Effective Facilities Sized for Student Enrollment

For many schools in New Mexico, student enrollment has been declining in recent years; however, Albuquerque School of Excellence Charter School has had a growing student enrollment since its inception in 2010. The student population has increased from 214 students to 557 students from 2010-11 to 2017-18. The school's maximum charter capacity is 917 1st-12th grade students; however, this enrollment will exceed the existing space's functional facility capacity of approximately 600 1st-12th grade students.

Currently, school facilities are near functional capacity and without additional classroom space, ASE will not be able to reach its charter maximum enrollment without impact to the school's educational program. The school would like to expand its facilities in the following years by building a new school to support elementary 1st-5th students and house 6th-12th students in the current space they have. The school is working with its

Governing Board and exploring funding options to increase the size of its facilities to meet its needs.



Condition of Existing Facilities: Permanent and Portable

The facilities at Albuquerque School of Excellence were assessed for the age of their building systems and ability to meet NM Adequacy Standards. The building was built in 1995 to house a supermarket. ASE leased the south half of the building, approximately 24,652 square feet, in 2010 and renovated the interior to house its 1st – 8th grade students. Each year a grade level was added and in 2015 ASE entered into a lease to purchase contract for the entire facility of 56,413 square feet. When ASE obtained the north half of the building in 2015, the school renovated the interior of that portion

Capital Plan

and created an elementary school and a middle / high school under one roof. ASE has no portable classrooms.

The majority of building systems in the building are in good condition and still operational. There are some building systems that are or will be within the next five years, in need of repair or replacement. The roof, exterior walls, floor finishes, lighting, and plumbing are some of the building systems that could need repair and/or replacement during the lifespan of this document. The roof is the only building system that is currently over its life span and needs to be replaced as soon as funding allows.

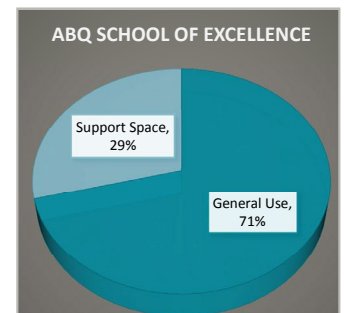
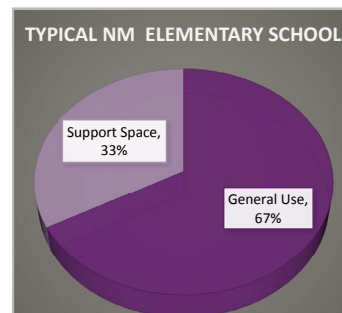
Regular and preventive maintenance is the major need of the existing facilities. ASE contracts with Service Master Performance for daily maintenance and has a handy man contractor for work orders that arise. The school is currently working with PSFA to develop a Preventive Maintenance Plan which will help to extend the life span of its building systems.

Best Use of Existing Facilities

ASE has a very efficient overall footprint of 101 square feet per student and wants to maintain this efficiency while meeting student and staff needs. Part of the FMP / Educational Specification process was to look at the functions being housed in existing spaces and determine their relevance to the school's mission and vision. All spaces at ASE are functioning at their maximum capacity. The school has a good balance of assigned instruction spaces to support instructional spaces for its educational program. A typical elementary school has a ratio of 67% assigned classrooms to 33% support instructional space. ASE has a ratio of 71% assigned classrooms to 29% support instructional space. Any increase in student population would require an increase in square footage.

Utilization of Existing Facilities

A capacity and utilization study of ASE Charter School was a requirement of PSCOC/PSFA for this FMP/Ed Specification. Refer to Section 2 for a detailed analysis of the utilization study. The utilization study analyzed the current school configuration and student enrollment and also the projected school configuration and student enrollment. This study was an essential part of identifying and understanding the overall space needs of the school and the impact additional space will have on the overall utilization of the school. The study revealed that the school has a pupil to teacher ratio (PTR) of 15:1 with 26:1 being the maximum identified by PED. This PTR reflects the high classroom utilization rate of 90%, which indicates that the sizes of the classrooms are very close to their maximum capacity and cannot accommodate any more students than are currently being assigned to the classrooms. The overall school has a 71% utilization rate which shows that 71% of its classrooms are assigned classrooms with only 29% unassigned support instructional classrooms. As stated above, this is a very high efficiency rate for schools and any increase in the percentage of assigned classrooms would dramatically impact the educational program of the school.



Capital Plan

Facilities Required to Meet Student Needs and School's Mission

A major concern of school staff, students, parents and its community has been providing the facilities that support the mission of the school and meet the students' needs. In 2015 ASE addressed the needs of the school by acquiring the north half of the building and creating a multi-purpose / gymnasium to serve students extracurricular needs.

ASE has identified the need for additional space to allow the school to reach its charter capacity and maintain its educational program. ASE would like to build a new school which would house elementary students from 1st to 5th grade with the possibility of including a Kindergarten program. ASE plans to have a student population of 240 at the new facility and would like to keep the current facility with 650 to 700 students focusing on middle and high school levels.

Another identified need for the school is the increase of the playground size to support its current enrollment since the current playground size and location is not adequate for the number of students that the school has. There is also need to increase outdoor play areas for the older students.

Facilities that Meet State Requirements and Standards

Part of this FMP/Ed Spec. process was to assess the ASE Charter School facilities for compliance with all State requirements and standards. ASE is a State charter school which means that when it was granted a charter it waived certain facilities requirements and standards that public schools are required to provide for their students. At the time of its original charter, the major facility requirement that ASE waived was a gymnasium and kitchen. Since that time, the school has had the opportunity to expand its facilities and in 2015 it was able to build a gymnasium and add a second cafeteria to serve its middle and high school students.

The New Mexico State requirements and standards that were utilized in the assessment of ASE Charter School are:

- NM Adequacy Standards Recommended Square Foot per Student
- Public Education Department's (PED) Pupil to Teacher Ratio (PTR)
- New Mexico Adequacy Standards
- New Mexico Adequacy Planning Guide
- School District Facilities Master Plan Components and Guidelines
- Common Core Standards

The existing permanent facilities of the school are in compliance with all of the above requirements for charter schools.

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL EXISTING AND PROPOSED FOOTPRINT

For a charter school that partners with PSCOC/PSFA, the NM Adequacy Standards recommended square foot per student formula is utilized to determine the overall footprint of the school. The formula is dependent upon the grades served by the schools, the student population, and the overall square footage of the individual school to assure that a school is sized right. PSCOC/PSFA

Capital Plan

works closely with NM public school districts and charter schools to size right facilities that meet student and staff needs but do not create a maintenance burden on the district or school. As a school project comes on-line, the actual overall school footprint will be calculated based on the PSCOC awarded capacity of the school and the NM Adequacy Standards square foot per student formula.

The following information is based on the existing ASE facility, the proposed ASE facilities and how they compare to New Mexico Adequacy Standards:

Existing ASE with 558 Students:

Existing Square Foot Per Student:	101 sf/student
Existing ASE Charter School Footprint:	56,413 sf

NM Adequacy Standards Recommended Schools:

Recommended Square Foot Per Student:	170 sf/student
Recommended Overall School Square Footage:	94,634 sf

The existing facilities of ASE are 40% below State recommendations.

Proposed ASE Elementary School with 240 students:

Proposed Square Foot Per Student:	121 sf/student
Proposed ASE ES Charter School Footprint:	28,946 sf

NM Adequacy Standards Recommended Schools:

Recommended Square Foot Per Student:	140 sf/student
Recommended Overall School Square Footage:	33,568 sf

The proposed elementary school facility of ASE could be approximately 14% below State recommendations.

Proposed ASE Middle/High School with 650 students:

Proposed Square Foot Per Student:	87 sf/student
Proposed ASE ES Charter School Footprint:	56,413 sf

NM Adequacy Standards Recommended Schools:

Recommended Square Foot Per Student:	161 sf/student
Recommended Overall School Square Footage:	104,892 sf

The proposed Middle/High school facilities of ASE are 46% below State recommendations, but meet the needs of the school and its students.

QUANTITY AND SIZE OF SPACES

During the facilities master plan/educational specification process, the quantity and size of spaces required to support the ASE educational program was discussed at length. It was determined that

Capital Plan

the existing facility, even though it is below NM Adequacy Standards square foot per student, meets the current student enrollment and educational program of ASE; however, the existing quantity and size of instructional spaces is not adequate to support the projected increase in student population to its charter of 917, its projected educational program and the mission of ASE. The current ASE facility has 36 instructional spaces of various sizes and support space housed in 56,413 sf for 558 students. The proposed 1st – 5th elementary school would have 20 instructional classrooms and support space housed in approximately 29,000 sf for 240 students and the proposed 6th – 12th grade school would have 34 instructional spaces and support space housed in 56,413 sf for 650 students. Refer to section 2.2.3 for the Space Summary table for a list of required spaces and their size to meet the needs of the ASE students.

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL CAPITAL FUNDING SOURCES

SB-9 FUNDS:

ASE receives approximately \$94,791 SB-9 funds from Albuquerque Public Schools per year. ASE is responsible to provide the preventive and regular maintenance for its facilities as they are in a lease to purchase agreement. Their SB-9 funds have been and will continue to be used for preventive and regular maintenance at the school. Due to the age of its permanent facilities, there have been minimal maintenance expenses to date; however, the facilities are reaching an age where some of its building systems are going to require updating or replacement.

The technology program at ASE is funded through their SB-9 funds and e-rate when available.

HB-33 FUNDS:

In 2016 Albuquerque Public Schools passed a HB-33 bond which will result in approximately \$182,842 capital funding on a yearly basis for ASE for the next five years. 2016-17 was the first school year that these funds were available to ASE. The school has identified these funds for implementation of its capital plan and to address major facility needs.

GENERAL OBLIGATION BOND FUNDS:

In 2010 ASE became a State chartered charter school in lieu of being an Albuquerque Public Schools charter school. As a State charter school, ASE does not qualify to receive any of the general obligation bond (GOB) funding from the APS GOB elections. At this point in time, there are no GOB funds available for State chartered schools.

PSCOC / PSFA FUNDS:

The current Facilities Assessment Database (FAD) ranking of ASE is: 606 with a weighted NMCI of 5.34%.

ASE PSFA Facilities Assessment Database (FAD)

School	2017-18 Rank	2017-18 Rank2	Weighted NMCI
Albuquerque School of Excellence	607	606	5.34%

State Share 57%, School Share 43% of a PSCOC/PSFA approved project

Capital Plan

With the current FAD ranking, it appears that there will be no opportunity to partner with PSCOC / PSFA during the life span of this document. Any maintenance issues, building system replacements or facility renewal will be the sole responsibility of the school. ASE will continue to work with PSCOC / PSFA and apply for funding when and if available.

DIRECT LEGISLATIVE APPROPRIATIONS:

Albuquerque School of Excellence has not received direct legislative appropriations for its facilities. The school has discussed the possibility of requesting legislative funding to address some of its 2018-22 priorities. It is not possible to determine the amount of funds that ASE could receive from direct legislative appropriations.

STATE LEASE ASSISTANCE FUNDS:

ASE has received State lease assistance funding since the 2011-12 school year. The school receives approximately \$249,000 per year which is applied toward its lease of \$522,843.75.

GRANTS AND OTHER FUNDING SOURCES:

ASE actively pursues any other funding sources that are available. Currently, there are no other funding sources that will support capital projects for which the school has applied.

The following table lists the sources of funding that the school utilizes to address its facility needs:

ASE Funding Sources

Sources of Funding for:	SB-9	HB-33	E-rate
Life/Health/Safety/Security/Code Issues	✓		
Maintenance / Preventive Maintenance	✓	✓	
Technology / Broadband	✓	✓	✓
Building Systems Upgrades	✓	✓	
Capital Projects		✓	

Note: Preventive Maintenance is sole responsibility of ASE.

The following table shows the potential budget that the school anticipates by funding source to meet its 2018-22 facility needs.

ASE Anticipated Capital Funding

Funding Source	Project Type	Year	Amount
SB-9 Funds	Life-Health-Safety-Security-Code, Building System renewal, Preventive Maintenance, and Technology needs	2018-2022	\$473,955
HB-33	Major Building System upgrades, Preventive Maintenance, Technology needs, and Capital Projects	2018-22	\$1,470,000
PSCOC/PSFA Lease Assistance	Purchase Lease Agreement of ASE Facility	2018-2022	\$914,210
TOTAL ASE Facility Needs Anticipated Budget 2018-2022			\$2,858,165

Capital Plan

As shown above, ASE has access to very limited capital funds to address its Priorities and implement its capital plan.

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL 2018-2022 PRIORITIES

The Albuquerque School of Excellence (ASE) Charter School's prioritized list of facility needs for the next 5 years was developed by the ASE FMP/Ed. Spec Steering committee and adopted by the ASE Governing Council. The FMP/Ed. Spec Steering Committee identified the facility needs throughout the school, discussed the facility needs and their impact on students and the school during the first committee meeting, and prioritized the facility needs during the second committee meeting.

The prioritized list of ASE 2018-22 facility needs is:

ABQ SCHOOL OF EXCELLENCE FINAL FMP/ED SPEC 2018-22 PRIORITIES

FINAL Priority RANK	Priority Description	Funding Source	PSCOC/ PSFA Funding	Schedule	Total Project
1A	Life-Health-Safety-Security & Maintenance	SB-9 & HB-33		2018-22	\$337,350
1B	Technology	SB-9 & HB-33	1	2018-22	\$136,500
	Priority 1 Subtotal:				\$473,850
2	Building / Site System Upgrades:	SB-9 & HB-33			
2A	Update Security Camera System	SB-9 & HB-33		2018	\$16,250
2A	Install Security Gate at NW Corner of Building	SB-9 & HB-33		2018	\$3,250
2A	Secure NW Corner of Site	SB-9 & HB-33		2018	\$1,625
2B	Repair/Replace Roof: Mechanical Penetrations	SB-9 & HB-33	2	2018-20	\$1,466,738
2C	Install ADA Signage	SB-9 & HB-33		2018	\$4,550
2D	Upgrade Wood Retaining Wall (80' long x 4' high)	SB-9 & HB-33		2018	\$19,500
2E	Install Additional Site Lighting East Side of School	SB-9 & HB-33		2018-21	\$97,500
	Priority 2 Subtotal:				\$1,609,413
3	ASE Capital Projects:				
3A	Create Playground Area with more equipment	SB-9 & HB-33		2020	\$650,000
3B	Outdoor Basketball Court	SB-9 & HB-33		2019	\$71,500
3C	Install 3 Flags	SB-9 & HB-33		2018	\$5,850
3D	Install Photo Voltaic Farm	SB-9 & HB-33		2022	\$325,000
3E	New School for Elementary	SB-9 & HB-33	3	2022	\$15,320,175
	Priority 3 Subtotal:				\$16,372,525
	ASE 2018-22 FMP/Ed Spec Priorities TOTAL:				\$18,455,788

The ASE priorities listed above reflect the facility mission and vision of the school to provide a safe, comfortable, stimulating learning environment to all of its students in efficient and effective facilities.

Priority 1, Reoccurring Needs: The first two items of the above priorities are reoccurring items that the school has to address to avoid impact to its educational program. They are assigned a priority of 1A and 1B to indicate that these items will be addressed as needed and as funding is available. Item 1A, Immediate Life-Health-Safety-Security-Code-ADA Compliance and Preventive Maintenance needs will be addressed by the school with SB-9 and HB-33 funds as the needs arise and funding is available from 2018-2022. ASE will address all aspects of its school security including updating its surveillance camera system, and access to the facility. ASE is working with PSFA on development of a Preventive Maintenance plan that will help to extend the life of existing building systems.

Capital Plan

Item 1B covers all aspects of the school's technology. ASE does not have a documented technology plan; nevertheless, the school works to update its technology infrastructure, equipment, and broadband width as needed to assure that its students are receiving a relevant educational program and are prepared for life after high school. ASE uses SB-9, HB-33, and E-rate to fund technology needs.

Priority 2, Building/Site System Upgrades: This is a reflection of the school's dedication to maintaining its existing facilities. The building/site systems below have been identified because ASE has some areas where these building/site systems are past their useful life and have the potential to impact the school's mission. ASE understands the importance of addressing the identified needs before they cause collateral damage. The top building / site system renewal priorities for the 2018-22 ASE capital plan are:

- 2A. Create School Wide Security System: Upgrade security camera system, install security gate at NW corner of building, and secure NW corner of site.
- 2B. Repair/Replace roof
- 2C. Install ADA signage
- 2D. Upgrade wood retaining wall
- 2E. Install additional site lighting at east side of the school

Priority 2 needs will be funded with a combination of SB-9 and HB-33 funds as they are available from 2018 to 2022. ASE will continue to work with PSCOC / PSFA and apply for PSCOC / PSFA funds for its Roof system upgrade and other building / site system renewal as they qualify.

Priority 3: Capital Projects. The capital projects listed below are a reflection of the school's dedication to provide safe and secure learning environments for its students and to utilize existing facilities as efficiently and effectively as possible. Capital project 3A refers to creating a 1st – 5th grade playground area with more equipment. ASE currently has a playground area; however, the size of it is not adequate for the student enrollment of the school. Priority 3B is the creation of outdoor basketball courts for its older students to replace the portable equipment. Priority 3C is the installation of 3 flags at the entrance of the school: National, State and School flags. Priority 3D is related to installation of a Photo voltaic farm at the school which complies with the school goals of sustainability and would also support its STEM program. Priority 3E is the construction of a new elementary school on a different site since the current facility is at capacity and the school has not reached its charter capacity. The identified Priority 3 capital projects for the 2018-22 ASE FMP/Ed. Spec are:

- 3A. Create Playground Area with more equipment
- 3B. Outdoor Basketball Court
- 3C. Install 3 flags
- 3D. Install Photo Voltaic Farm
- 3E. New School for Elementary

Priority 3 capital projects will be funded with HB-33 funds. ASE has discussed pursuing direct legislative appropriations to support its capital projects.

Capital Plan

ALBUQUERQUE SCHOOL OF EXCELLENCE CHARTER SCHOOL PROPOSED CAPITAL PLAN AND PROBABLE COST

The ASE facilities have the majority of its building systems in good working condition. The actual facility needs based on the age and conditions of the permanent facilities are minimal. The condition of the ASE facilities and building systems do require general and preventive maintenance; however, the greatest facility need of the school is upgrading/increasing school security and the replacement of its roof. In addition, the long range plan of ASE is to create a separate elementary school for 1st – 5th grade students and convert the existing school into a 6th – 12th grade middle / high school. This will allow ASE to reach its charter capacity of 917.

The following pages contain the capital plan and the associated, detailed spreadsheet providing funding information on the projects listed in the capital plan developed to meet the needs of ASE. Following the ASE capital plan is an associated spreadsheet with all identified needs sorted by funding source. The following legend will aid in understanding the funding source categories:

Funding Source Legend:

The total 2018-2022 facilities needs have been broken down into eight project types and corresponding funding sources. The eight project types and corresponding funding sources are:

BS-HB33: Building Systems anticipating HB-33 funding

BS-SB9: Building Systems anticipating SB-9 funding

LHSS-HB33: Life-Health-Safety-Security-Code projects anticipating HB-33 funding

LHSS-SB9: Life-Health-Safety-Security-Code projects anticipating SB-9 funding

MISC-HB33: Miscellaneous projects anticipating HB-33 funding

MISC-SB9: Miscellaneous projects anticipating SB-9 funding

PreMaint: Preventive Maintenance projects anticipating SB-9 funding

Tech: Technology projects anticipating e-rate, SB-9, and HB-33 funding.

The following table summarizes ASE's total anticipated capital needs.

ASE Project Cost by Funding Source

Project Type	Funding Source	Total Projects Cost	Percentage of Total
Building Systems Upgrades	SB-9	\$200,850	1%
Building Systems Upgrades	HB-33	\$1,466,738	8%
Life/Health/Safety/Security/Code Issues	SB-9	\$181,675	1%
Life/Health/Safety/Security/Code Issues	HB-33	\$97,500	1%
Miscellaneous Projects	SB-9	\$77,350	0%
Miscellaneous Projects	HB-33	\$16,295,175	88%
Preventive Maintenance	SB-9	\$14,983	0%
Technology	SB-9, HB-33	\$136,500	1%
SCHOOL TOTALS		\$18,470,771	100%

Refer to the following pages for the Albuquerque School of Excellence Charter School Capital Plan.

SECTION
4

Capital Plan

Albuquerque School of Excellence Capital Plan

School Priority	Category	Project	Plan Year	GO Bonds	HB33	SB9	Other	Proposed State Share	Total Project Cost	Percent Total	State Funding Assistance Priority	School Share	State Share
ABQ School of Excellence													
1A	L/H/S	Life/Health/Safety Issues-HB-33	2018-22		\$ 97,500			\$ -	\$ 97,500	1%		100%	0%
1A	L/H/S	Life/Health/Safety Issues-SB-9	2018-22			\$ 181,675		\$ -	\$ 181,675	1%		100%	0%
1A	PreMaint	Preventive Maintenance	2018-22			\$ 14,983			\$ 14,983	0%		100%	0%
1B	EdPro	Technology	2018-22			\$ 58,695			\$ 136,500	1%	1	43%	57%
2A	FacRen	Building Systems Upgrades-HB-33	2018-20		\$ 630,697			\$ 836,041	\$ 1,466,738	8%	2	43%	57%
2A	FacRen	Building Systems Upgrades-SB-9	2018			\$ 200,850		\$ -	\$ 200,850	1%		100%	0%
3A	FacRen	Miscellaneous Projects - HB-33	2022		\$ 7,006,925			\$ 9,288,250	\$ 16,295,175	88%	3	43%	57%
3A	FacRen	Miscellaneous Projects - SB-9	2018-22			\$ 77,350		\$ -	\$ 77,350	0%		100%	0%
	Total			\$ -	\$ 7,735,123	\$ 533,553	\$ -	\$ 10,124,290	\$ 18,470,771	100%			

Capital Plan: Facility Needs

Albuquerque School of Excellence Detailed Facility Needs by Funding Source

FACILITY NAME	AREA-Year	AREA	Identified By	SYSTEM	CATEGORY	Funding Source	FACILITY NEEDS	QTY	UNIT	COST/UNIT	MACC	TOTAL PROJECT COST	SUBTOTALS
Priority 1 Life-Health-Safety-Security / Maintenance / Technology:													
ASE			School	Maintenance	FacRen	BS-SB9	Perform Perventive and Regual Maintenance	5	year	\$30,900.00	\$154,500	\$200,850	
ASE					LHSS	L-SB9	Address life-health-safety-security issues	5	year	\$21,000.00	\$105,000	\$136,500	
ASE			School	Technology	Tech	Tech	Upgrade Technology: Hardware, Software, Training, Broadband	5	year	\$21,000.00	\$105,000	\$136,500	
Priority 1 Life-Health-Safety-Security / Maintenance / Technology:											\$364,500	\$473,850	
Priority 2 Building / Site System Renewal:													
ASE	1995		FAD	Roof	FacRen	HB33	Repair / Replace roof	56,413	sf	\$20.00	\$1,128,260	\$1,466,738	
ASE	2010		FAD	Z-Playground Equipment	LHSS	HB33	Upgrade playground equipment: Playground equipment was installed 2010	0			\$0	\$0	
ASE	2010		School	Z-Site Lighting	LHSS	HB33	Install additional site lighting on east side of school	3	ea	\$25,000.00	\$75,000	\$97,500	\$1,564,238
ASE	2010	ES	School	Exterior Walls	PreVent	PreVent	Repair exterior walls	1	ea	\$2,500.00	\$2,500	\$3,250	
ASE	2010	ES	School	Exterior Windows & Doors	PreVent	PreVent	Install door sweeps at SE exterior storage door	1	ea	\$125.00	\$125	\$163	
ASE	2010	ES	School	Floor Finishes	PreVent	PreVent	Repair / replace damaged carpet	650	sf	\$6.00	\$3,900	\$5,070	
ASE	2010	ES	School	Floor Finishes	PreVent	PreVent	Repair cracked VCT	500	sf	\$6.00	\$3,000	\$3,900	
ASE	2010	ES	School	HVAC	PreVent	PreVent	Repair split system cooling equipment for IT by elementary school cafeteria	1	ea	\$1,250.00	\$1,250	\$1,625	
ASE	2010	ES	School	Plumbing	PreVent	PreVent	Repair drinking fountain in elementary school cafeteria	1	ea	\$750.00	\$750	\$975	\$14,983
ASE	2010	ES	FAD	Other Electrical Systems	FacRen	SB9	Upgrade: this was completed during 2010 renovation	0			\$0	\$0	
ASE	2010		FAD	Z-Parking Lots	FacRen	SB9	Upgrade: Parking lots were resurfaced 2016	0			\$0	\$0	
ASE	2010	ES	School	Communications / Security	LHSS	SB9	Upgrade security camera system	1	ea	\$12,500.00	\$12,500	\$16,250	
ASE	2010	ES	School	Institutional Equipment	LHSS	SB9	Install ADA Signage	70	ea	\$50.00	\$3,500	\$4,550	
ASE	2010		School	Z-Fencing	LHSS	SB9	Secure NW corner of site	1	ea	\$1,250.00	\$1,250	\$1,625	
ASE	2010		School	Z-Fencing	LHSS	SB9	Install security gate at NW corener of building	1	ea	\$2,500.00	\$2,500	\$3,250	
ASE	2010		School	Z-Landscaping	LHSS	SB9	Repair / upgrade wood site retaining wall north side	120	lf	\$125.00	\$15,000	\$19,500	\$45,175
Priority 2 Building / Site System Renewal:											\$1,249,535	\$1,624,396	\$1,624,396
Priority 3 Potential Capital Projects:													
ASE			School	New Construction	LocPol	HB33	Provide a new elementary school on a new site	47,139	sf	\$250.00	\$11,784,750	\$15,320,175	
ASE	2010		School	Z-Playground Equipment	LocPol	HB33	Relocate existing playground to east side of school and increase playground equipment	1	ea	\$500,000.00	\$500,000	\$650,000	
ASE		ES	School	Z-Site Utilities	LocPol	HB33	Install photo voltaic farm	1	ea	\$250,000.00	\$250,000	\$325,000	\$16,295,175
ASE			School	Z-Athletic Fields	AdqStd	SB9	Install outdoor basketball court	1	ea	\$55,000.00	\$55,000	\$71,500	
ASE		ES	School	Z-Site Specialties	LocPol	SB9	Install flags at front of school	6	ea	\$750.00	\$4,500	\$5,850	\$77,350
Priority 3 Potential Capital Projects:											\$12,594,250	\$16,372,525	\$16,372,525
Albuquerque School of Excellence Needs:											\$14,208,285	\$18,470,771	
TOTAL 2018-22 FMP/ED SPEC NEEDS:											\$14,208,285	\$18,470,771	

Master Plan Support Material

ALBUQUERQUE SCHOOL OF EXCELLENCE / FACILITY EVALUATION SUMMARY

Albuquerque School of Excellence (ASE) is a State charter school in Albuquerque, New Mexico within the Albuquerque Public School District boundaries. ASE enrolls 1st through 12th grades. All classes are held at the ASE facility. Of the facilities 36 instructional spaces, 27 are general classrooms, 7 are special use classrooms and 2 are used for special education. In addition to the instructional spaces, ASE has rooms dedicated to administration, 2 separate cafeterias and a library.



This section will offer support material for the ASE Facility Master Plan (FMP)/Educational Specification including:

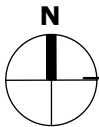
- Sites and Facility Data
- ASE Existing Aerial
- ASE Existing Floor Plans
- ASE Capacity/Utilization Plans
- ASE Roof and Construction Dates Plan
- Appendix

Master Plan Support Material

5.1 SITES AND FACILITIES DATA TABLE

Facility Inventory	
Facility Name:	Albuquerque School of Excellence
District ID:	State Charter Schools
State ID:	516001
Address:	13201 Lomas Blvd. NE, Albuquerque, NM 87112
Phone:	505.312.7711
Fax:	505.312.7712
Email:	Info@abqse.org
Principal / Site Manager:	Ebubekir Orsun
Open Date:	August 2010
Age of Charter School:	7
Date of Major Renovations	2016
2016-17 40 Day Enrollment:	427
Grades:	1-12
State FCI:	23.31
Site Acreage:	5.04
Owned / Leased:	Lease Purchase
Total Building GSF:	56,413
Full Size Classrooms:	35
Gym / Multipurpose:	1
Number of Permanent Classrooms:	36
Number of Portable Classrooms:	0
Portable Classrooms % of Total:	0%
GSF / Student:	132

5.2 ALBUQUERQUE SCHOOL OF EXCELLENCE AERIAL PLAN

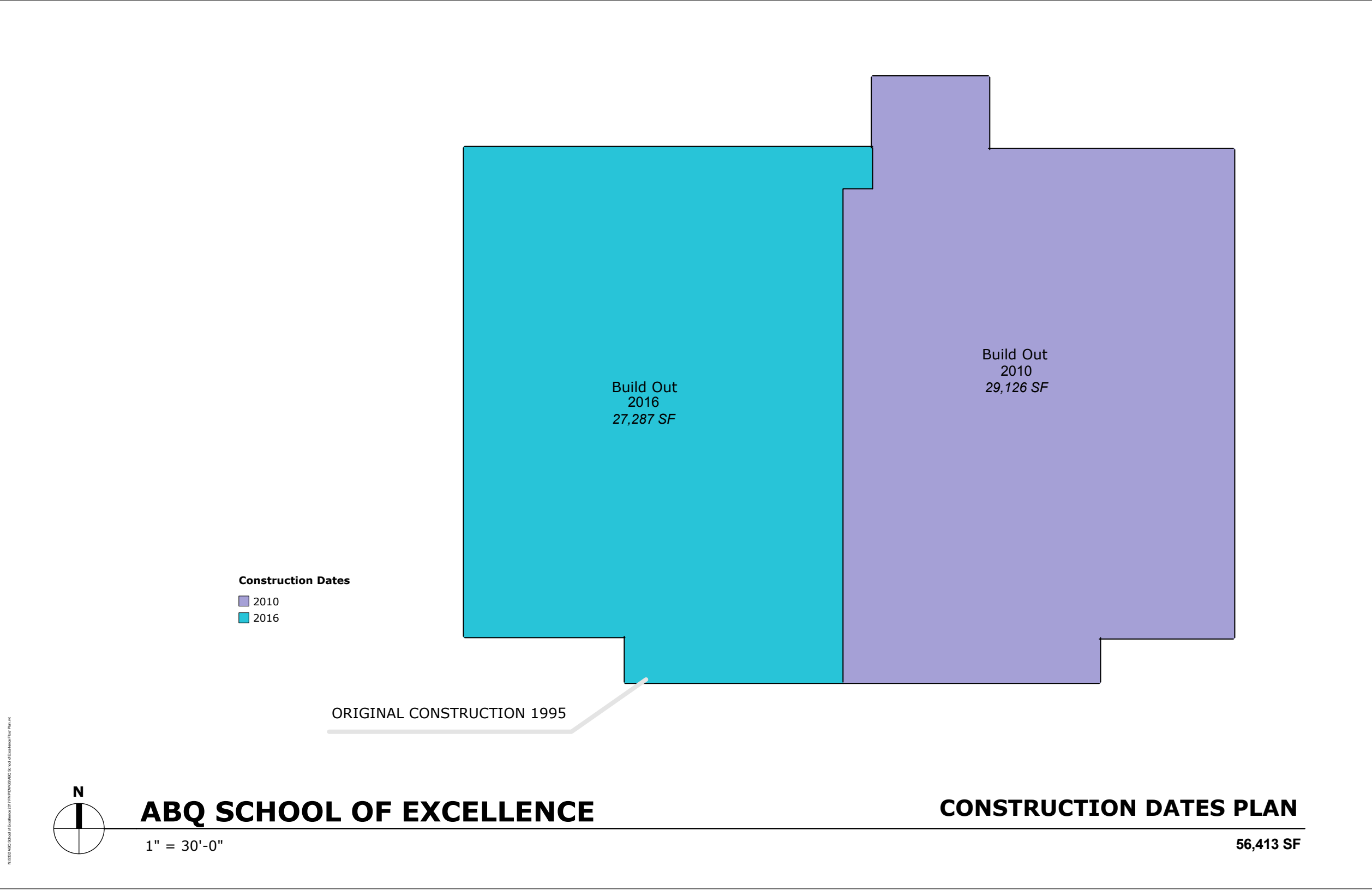


ABQ SCHOOL OF EXCELLENCE

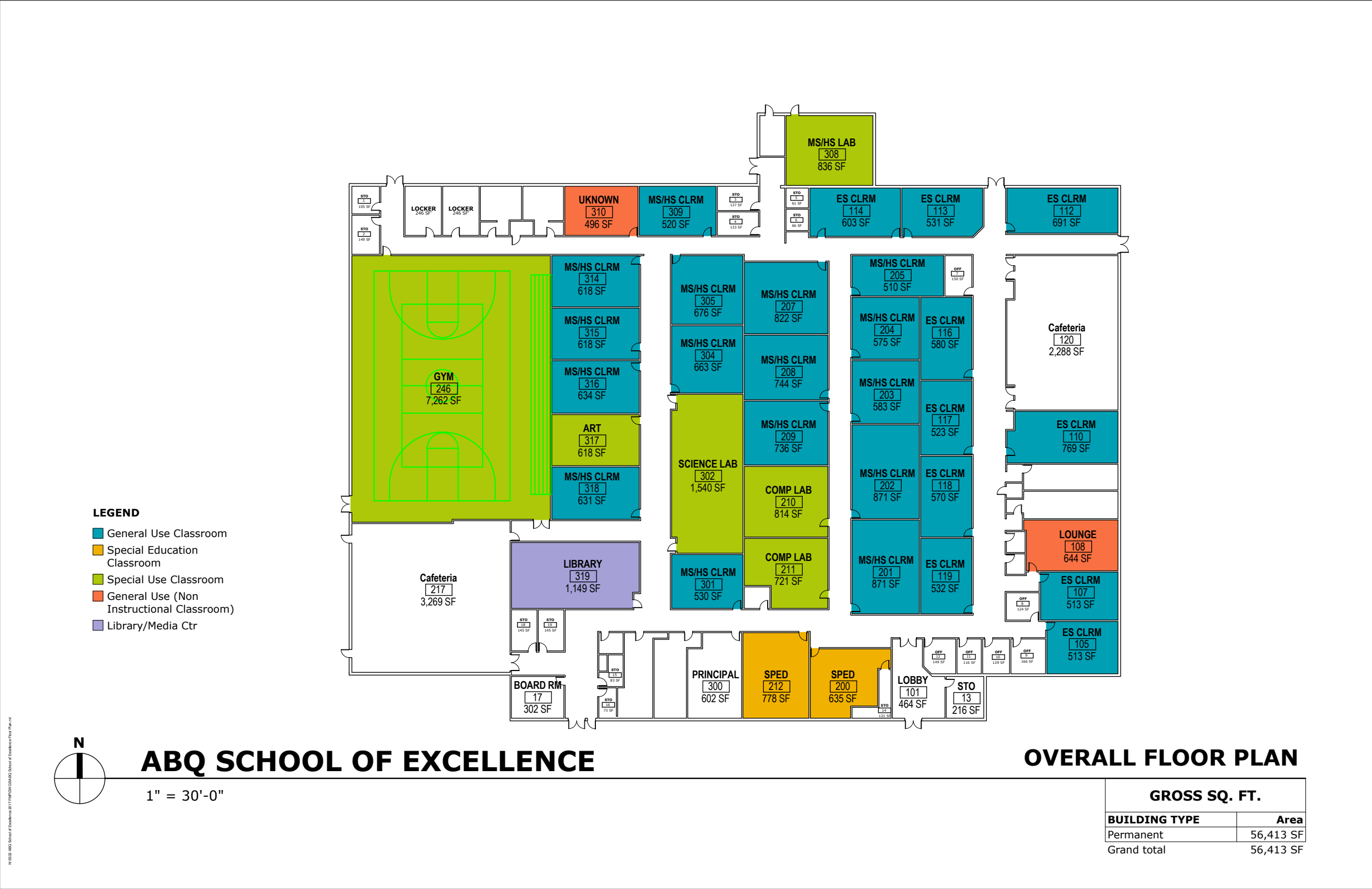
AERIAL PLAN

Image Source: Google Maps

5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE CONSTRUCTION PLAN

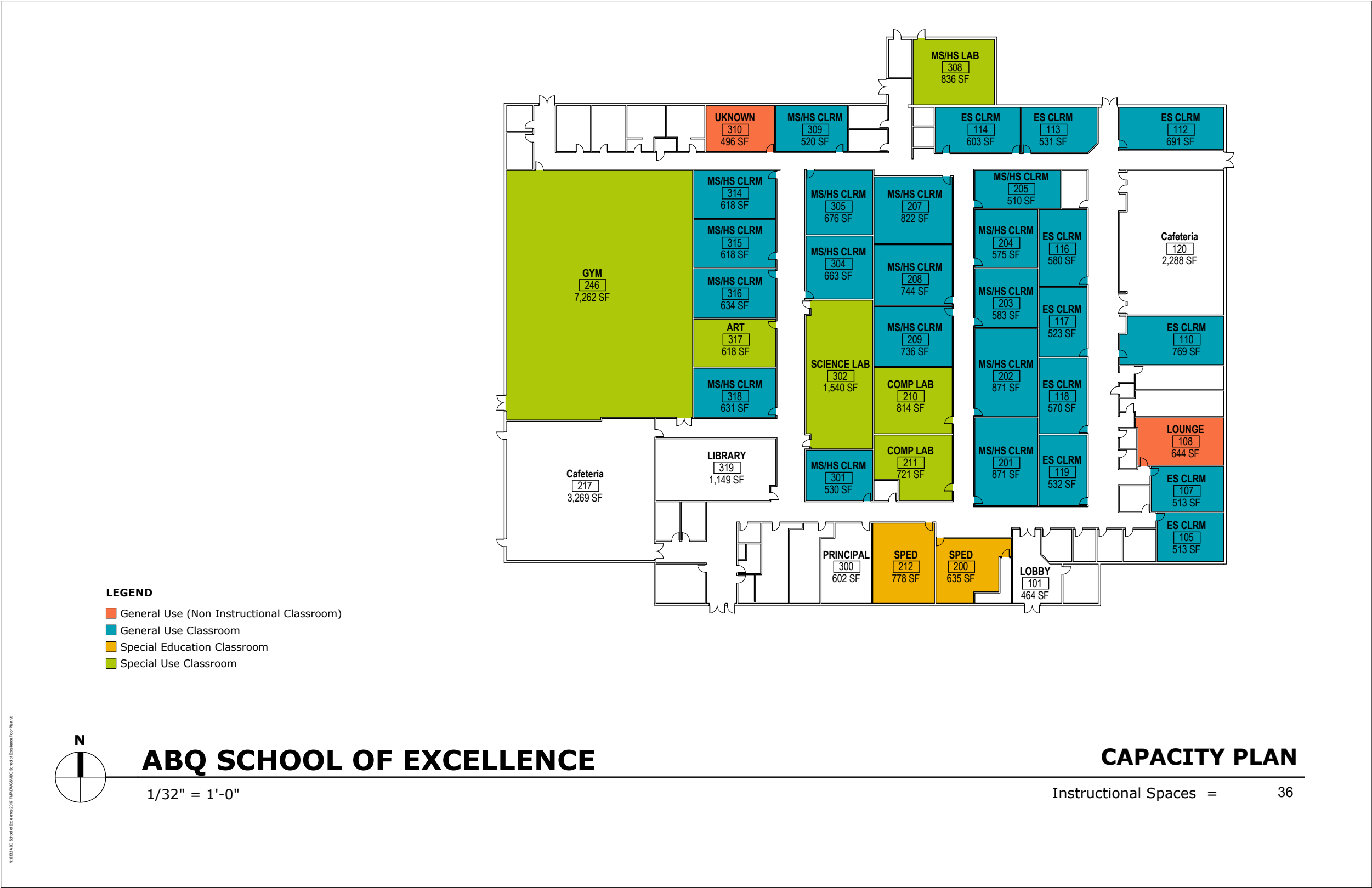


5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE FLOOR PLAN

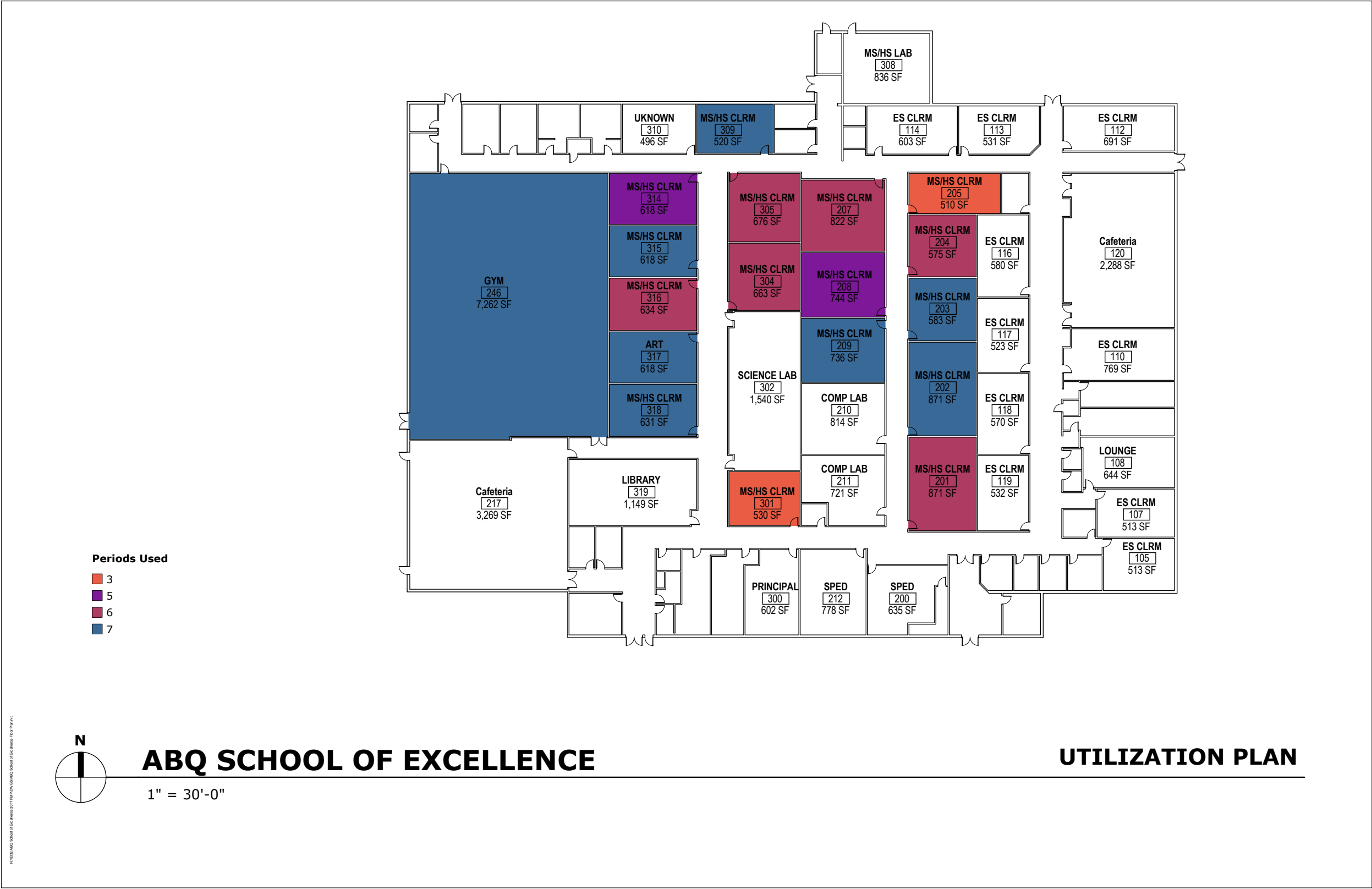


Floor plan provided by: ASE, via Lee Gamelsky Architects P.C.

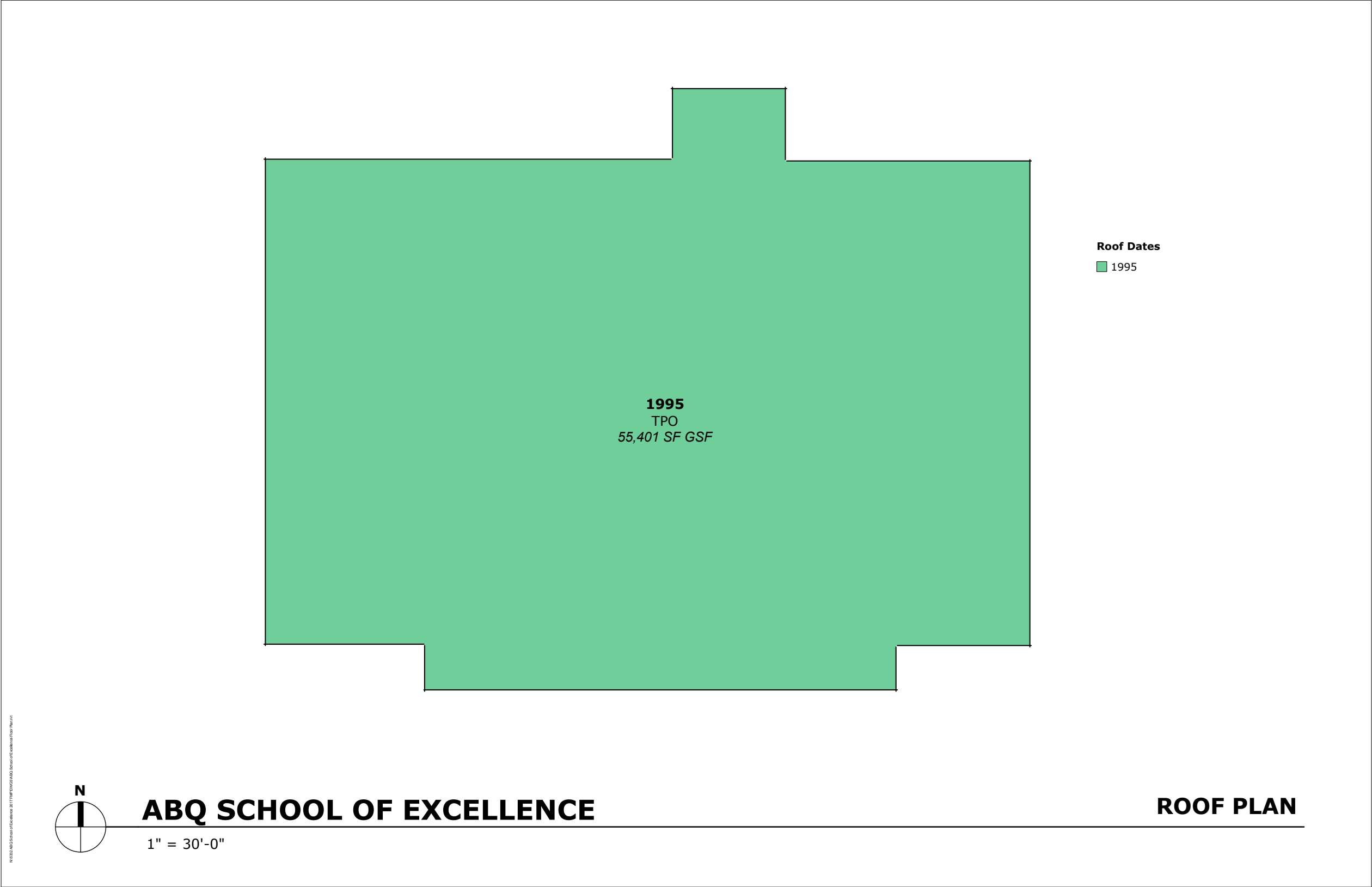
5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE CAPACITY PLAN



5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE UTILIZATION PLAN



5.3 ALBUQUERQUE SCHOOL OF EXCELLENCE ROOF PLAN



Master Plan Support Material

5.4 FMAR - MAJOR AND MINOR FINDINGS

ASE is familiar with the PSFA Facilities Maintenance Assessment Report (FMAR) and the importance of the information it contains. During the process of this Facility Master Plan/Educational Specification, ASE was working with PSFA to create an Facilities Maintenance Assesment Report. ASE administration and its maintenance supervisor review the FMAR as it is received from PSFA.

Master Plan Support Material

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Master Plan Support Material

5.5 DETAILED SPACE AND ROOM REQUIREMENTS

Not Applicable

5.6 SUBMISSION

Not Applicable

5.6 APPENDIX

- ASE FAD Executive Summary Mark-up
- PBL Initiative Information Booklet
- Presentations
- Student / Parent Handbooks

Master Plan Support Material

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Certificate of Occupancy

City of Albuquerque
Planning Department
Building Safety Division

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

Building Address 13201 Lomas Blvd NE

Zip 87112

Portion of Building Alteration/Repair

Use Classification Commercial Project

Bldg. Permit No. 201691547

Occupancy Group E

Type of Construction II-B

Land Use Zone C-2

Owner of Building Charter School Solutions

Address: 9335 W Sam Houston Pkwy S #200 Houston, TX 77099



By: Camille Cordova

Date: January 23, 2017

V Land Clark
Chief Building Official

IBC Code Year: 2009

POST IN A CONSPICUOUS PLACE

MAXIMUM OCCUPANT LOAD: 1882



State of New Mexico
Public School Facilities Authority

Jonathan Chamblin, Director; Martica Casias, Deputy Director

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

August 10, 2019

Mustafa Ayik, Principal
Albuquerque School of Excellence
13201 Lomas Blvd NE
Albuquerque, NM 87112

Dear Principal Ayik,

Per your request PSFA is providing you with your current weighted New Mexico Condition Index (wNMCI) score. Your current wNMCI is 14.45% and is above the current average of 23.07%.

Pursuant to 22-8B-4.2 NMSA 1978 if a charter school is opening or relocating their facility, it must meet or exceed the average wNMCI. Based on your current wNMCI score of 14.45% you exceed the current average wNMCI.

If you have any questions regarding your score, please contact me at 505-468-0274.

Regards,



Martica Casias
Deputy Director
Public School Facilities Authority

Cc: Mona Martinez, PSFA

LEASE AGREEMENT

By and Between

**CHARTER SCHOOL SOLUTIONS,
A Texas Nonprofit Corporation,**

and

**ALBUQUERQUE SCHOOL OF EXCELLENCE,
A New Mexico public charter school**

DATED AS OF MAY 23, 2016

LEASE AGREEMENT

This Lease Agreement (this "Lease") is entered into by and between Charter School Solutions, a Texas nonprofit corporation ("CSS"), as lessor, and Albuquerque School of Excellence, a New Mexico public charter school, (the "School"), as lessee, effective as of [____], 2016.

RECITALS

THE PARTIES HERETO enter into this Lease on the basis of the following facts, understandings, and intentions:

A. On January 19, 2016 CSS entered into that certain Purchase and Sale Agreement for certain real property located at 13201 Lomas Blvd. NE, Albuquerque, Bernalillo County, New Mexico , more particularly described on Exhibit "A" (the "Property"), currently occupied and used by the School;

B. CSS has requested that The Industrial Development Authority of the County of La Paz, Arizona issue its Education Facility Lease Revenue Bonds (Charter School Solutions—Harmony Public Schools - Albuquerque School of Excellence Project) Series 2016A (the "Series 2016A Bonds") and its Education Facility Lease Revenue Bonds (Charter School Solutions Projects - Albuquerque School of Excellence Project) Taxable Series 2016B (the "Series 2016B Bonds," and together with the Series 2016A Bonds, the "Bonds") in order to, among other things, re-finance the Property;

C. Under the terms of this Lease, CSS shall cause certain improvements (the "Improvements") to be built on the Property in accordance with the plans and specifications attached as Exhibit "B" hereto. As of the commencement date CSS shall have secured the necessary funds to complete the Improvements to the Property, which Improvements shall become part of the Property. After completion of the Improvements, the Improvements and the Property leased to the School pursuant to this Lease will meet educational occupancy and adequacy requirements for New Mexico public schools, and will meet or exceed the weighted New Mexico Condition Index for public schools established by the New Mexico Public School Facilities Authority ("PSFA").

D. The School is public charter school authorized by the New Mexico Public Education Department and duly organized and validly existing pursuant to the New Mexico Charter Schools Act, §§ 22-8B-1 through 22-8B-15, NMSA 1978, (the "Act"), and the School is authorized by Section 22-8B-4D of the Act to contract with any third party for the use of a school building and grounds.

E. CSS is a non-profit corporation organized, existing, and in good standing under the laws of the State of Texas and is authorized under its articles of incorporation, bylaws, action of its board of directors, and applicable law, to own and manage its properties, to conduct its affairs in the state of New Mexico, to lease the Property to the School, and to otherwise act in the manner contemplated herein.

F. The School desires to lease the Property from CSS, and CSS desires to lease the Property to the School.

G. The School desires to have and -CSS agrees to extend to the School a right to enter into a Lease-Purchase Arrangement- pursuant to the Public Schools Lease Purchase Act, NMSA 1978 §§22-26A-1, et seq., and substantially in the form attached hereto as Exhibit C, pursuant to Section 33 herein ("Lease-Purchase Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Demise. CSS hereby leases the Property to the School, and the School hereby leases the Property from CSS. CSS shall not interfere with the quiet use and enjoyment of the Property by the School during the Initial Term (and any Extended Terms) of this Lease so long the School is not in default under the terms of this Lease.

2. Need. The School hereby declares its current need for the Property and further determines and declares its expectation that the Property will (so long as it is subject to the terms hereof) adequately serve the needs for which the Property is being leased throughout the stated term of this Lease. The School hereby agrees and determines that the Base Rent (defined below) during the Initial Term (and any Extended Terms) of this Lease represents not more than the fair market value of the use of the Property during such year. In making such declarations and determinations, the School has given consideration to the uses and purposes for which the Property will be employed by the School, the benefit to the School by reason of the Property, and the use and occupancy of the Property pursuant to the terms and provisions of this Lease.

3. Initial Term. The Initial Term of this Lease shall be for a period commencing on the date of this Lease and ending no later than May 31, 2046 ("Initial Term"), unless sooner terminated pursuant to any provision of this Lease or in the event the School and CSS enter into a Lease-Purchase Agreement, which Lease Purchase Agreement will supersede and replace this Lease. Notwithstanding the length of the Initial Term, however, CSS acknowledges and agrees that the School's charter(s) are granted for up to five years at a time and are subject to renewal and revocation by the School's charter authorizer. By entering into this Lease, the School does not guarantee or represent that it will continue to exist for the full length of the Initial Term, though it will make best efforts to do so. CSS further acknowledges and agrees that, should the School's charter be revoked or non-renewed, CSS shall be entitled to payments of Rent for the remainder of the School's then-current fiscal year, and not through the remainder of the Term (as defined herein). This Lease is contingent upon sufficient appropriations being made by the State of New Mexico for performance of this Lease. If sufficient appropriations and authorizations are not made by the State of New Mexico, this Lease may terminate prior to the end of the Term.

4. Extended Terms. The School shall be entitled to extend the term of this Lease beyond the Initial Term for one (1) additional term of five years (the "Extended Term"), with the Extended Term commencing on June 1, 2046 and ending on the May 31, 2051, provided that this Lease has not been previously terminated and that the School is not in default under the terms of this Lease at the time of such extension. The School shall give written notice of the intent to extend at least thirty (30) days prior to the expiration of the Initial Term. The School is under no obligation to extend the term of this Lease at any time, and the School shall have no further right to extend the term of this Lease beyond the expiration of the Extended Term provided for above. The Initial Term and the Extended Term shall hereinafter be known collectively as (the "Term").

5. Use. The Property shall be used and occupied only for educational and related purposes, and for no other purpose. No portion of the Property shall be used primarily for pervasively sectarian purposes. The School will comply with all applicable state and federal laws concerning discrimination on the basis of race, creed, color, gender, national origin, or religious belief and will respect, permit, and not interfere with the religious beliefs of persons working for the School.

6. Rental Commencement Date; Base Rent. The School shall not be obligated to pay any Base Rent until the Rental Commencement Date. The Rental Commencement Date shall be June 1, 2016. From and after the Rental Commencement Date and during the Extended Term of this Lease, the School shall pay Base Rent directly to- CSS or to any person designated by- CSS as CSS's representative for rent collection purposes, on the fifteenth (15th) day of each month of the Term from any and all legally available sources of revenue, including per pupil operating revenues payable to the School. The Base Rent for this Lease and any Extended Term shall be in the monthly amounts set forth in Exhibit D hereto. CSS and the School agree that the Base Rent does not include payments for repairs, maintenance, operating expenses and the like, which are otherwise obligations of the School under Sections 7 and 16 of this Lease.

7. Net Lease. The School shall pay as additional rent ("Additional Rent") during the Term all expenses of operation of the Property. Commencing with the Rental Commencement Date, this Lease is intended to be and shall be construed consistently with it being a net lease with the School paying all expenses related to the Property, including without limitation, (i) the cost of insurance premiums for insurance deemed necessary or desirable in Lessor's reasonable discretion; (ii) the cost of taxes, utility charges, maintenance, upkeep, and repair costs; and (iii) all other costs associated with operation, repair and maintenance of the School Site (collectively, "Operating Expenses"). Portions of Operating Expenses may be, at CSS's option, be paid by the School directly to the third parties who are owed certain amounts included in additional rent (e.g. insurance companies, taxing authorities, utility companies).

8. Nature of Payment. The School and CSS acknowledge and agree that the Base Rent and Additional Rent hereunder shall constitute currently appropriated expenditures of the School and may be paid from any legally available funds. The School's obligations under this Lease shall not constitute a mandatory charge or requirement for payment of any amounts in excess of amounts appropriated for any fiscal year beyond the fiscal year for which such appropriation has been made. No provision of this Lease shall be construed or interpreted as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation

whatsoever of the School within the meaning of any constitutional or statutory limitation or requirement. No provision of this Lease shall be construed or interpreted as creating a delegation either of governmental powers or as a donation by or a leading of the credit of the School within the meaning of any constitutional or statutory limitation or requirement. This Lease does not directly or indirectly obligate the School to make any payments beyond those appropriated for any fiscal year for which payments have been appropriated.

9. Manner of Payment. The Base Rent and any Additional Rent shall be paid, commencing on the Rental Commencement Date and continuing on the fifteenth (15th) day of every month of the Term thereafter by lawful money of the United States of America in the manner reasonably directed by CSS. The obligation of the School to pay the Base Rent and Additional Rent required under this Lease shall not be abated through accident or unforeseen circumstances. The School shall, during the Initial Term (and the Extended Term) of this Lease, make all payments of Base Rent and Additional Rent when due and shall not withhold any Base Rent or Additional Rent nor shall the School assert any right of set-off or counter-claim against its obligation to make such payments required hereunder; provided, however, that the making of such payments shall not constitute a waiver by the School of any rights, claims, or defenses which the School may assert. No action or inaction on the part of CSS shall affect the School's obligation to pay Base Rent and Additional Rent of this Lease.

10. Budgeting. In any Fiscal Year that this Lease shall be in effect, such officer of the School responsible for the preparation of the annual budget shall include in the budget proposal for the ensuing Fiscal Year an amount equal to one-hundred percent (100%) of the Base Rent and one-hundred five percent (105%) of the estimated Additional Rent hereunder for such ensuing Fiscal Year, provided that the decision whether to extend the term of this Lease shall remain solely within the discretion of the School.

11. Representations, Covenants, and Warranties of the School. The School represents, covenants, and warrants as follows:

(a) The School is, and will use its best efforts to remain, a charter school duly organized and validly existing under the Act. The School is authorized: (i) to lease the Property from CSS pursuant to this Lease; (ii) to lease the Improvements from CSS pursuant to this Lease, and (iii) to execute, deliver, and perform its obligations under this Lease.

(b) The execution, delivery, and performance of this Lease has been duly authorized by the School and this Lease is enforceable against the School in accordance with its terms.

(c) Nothing in this Lease shall be construed as diminishing, unlawfully delegating, or otherwise restricting any legal authority of the School.

(d) The execution, delivery, and performance of this Lease are in the best interests of the School and serve a public purpose.

(e) None of the execution and delivery of this Lease, the fulfillment of or compliance with the terms and conditions of this Lease, or the consummation of the transactions contemplated by this Lease, conflicts with or results in a breach of the terms, conditions, or provisions of any material restriction or any agreement or instrument to which the School is now a party or by which the School is bound, or constitutes a default under any of the foregoing or, except as specifically provided in this Lease, results in the creation or imposition of a lien or encumbrance whatsoever upon any of the property or assets of the School.

(f) To the knowledge of the School, there is no litigation or proceeding currently pending or threatened against the School or any other person affecting the right of the School to execute and deliver this Lease, the ability of the School to make the payments required hereunder, or the ability of the School otherwise to comply with its obligations under this Lease.

(g) The Property will be operated in accordance with all Requirements of Law. As used herein, "Requirements of Law" means any material federal, state, or local statute, ordinance, rule, or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any applicable common-law doctrine, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including any ~~or~~ relating to environmental, health, or safety matters.

(h) The Property is necessary and essential to the School's operations.

12. Representations, Covenants, and Warranties of CSS. CSS represents, covenants, and warrants as follows:

(a) CSS is a non-profit corporation duly organized, existing, and in good standing under the laws of Texas, is possessed of full power to purchase, own, hold, and lease (as owner and landlord) real and personal property, has all necessary power to lease the Property to the School pursuant to this Lease, and to execute, deliver, and perform its obligations under this Lease and has duly authorized the execution, delivery, and performance of its obligations under this Lease.

(b) CSS shall at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew its tax exempt status and all the rights and powers provided to it under its articles of incorporation, bylaws, action of its board of directors, and applicable law.

(c) This Lease is enforceable against CSS in accordance with its respective terms, subject only to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally and equitable principles, whether considered at law or in equity.

(d) The Improvements will be constructed to educational occupancy standards, will meet all applicable state adequacy standards, and at the time of completion, the Property will meet or exceed the statewide condition index for public schools maintained by the New Mexico Public Schools Facilities Authority ("PSFA"). The Property will be leased by CSS in accordance with all Requirements of Law (as defined hereinafter), and CSS shall maintain the Property to all applicable state adequacy standards at no additional cost to the School or the State of New Mexico.

(e) The execution and delivery of this Lease, or the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions, and provisions of any restriction or any agreement or instrument to which CSS is now a party or by which CSS is bound or constitutes a default under any of the foregoing.

(f) Except as specifically provided in this Lease and except as may be provided in the Master Covenant Agreement ("MCA") between the parties, CSS will not assign the Lease, its rights to payments from the School or its duties and obligations hereunder or thereunder to any other person, firm, or corporation so as to impair or violate the representations, covenants, and warranties contained herein.

(g) To the knowledge of CSS, there is no litigation or proceeding pending or threatened against CSS or any other person affecting the right of CSS to execute and deliver this Lease, or the ability of CSS otherwise to comply with its obligations under this Lease.

(h) To the knowledge of CSS: (i) the Property has at all times been operated in substantial compliance with all Requirements of Law; (ii) all permits required by Requirements of Law in respect of the Property have been obtained and are in full force and effect and the School is in substantial compliance with the material terms and conditions of such permits; (iii) there is no pending litigation, investigation, administrative or other proceeding of any kind before or by any governmental authority or other person or entity relating to, or alleging, any violation of any Requirements of Law in connection with the Property and there are no grounds on which any such litigation, investigation or proceedings might be commenced; (iv) the Property is not subject to any judgment, injunction, writ, order, or agreement respecting any Requirements of Law; (v) there is no hazardous substance (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in, or under the Property or the Improvements in violation of any Requirements of Law; (vi) there has been no disposal of any of the items referred to in clause (v) on, from, into, or out of the Property or the Improvements in violation of any Requirements of Law; and (vii) there has been no

spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing, or dispersing of any of the items referred to in clause (v) into the indoor or outdoor environment from, into, or out of the Property or the Improvements including the movement of any such items through or in the air, soil, surface water, ground water from, into, or out of the Property or the Improvements or the abandonment or discard of barrels, containers, or other open or closed receptacles containing any such items from, into, or out of the Property or the Improvements in violation of any Requirements of Law.

13. Title to the Property. Any improvements permanently affixed to the Property shall become part of the Property. The School shall have no right, title, or ownership interest in the Property or any permanent additions and modifications thereto or replacements thereof by virtue of this Lease.

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

15. Compliance with Law. The School shall at all times operate the Property, or cause the Property to be used and operated, such that (a) the Property at all times shall be operated in substantial compliance with all Requirements of Law; (b) all permits required by Requirements of Law in respect of the Property shall be obtained and maintained in full force and effect and the School shall substantially comply with the material terms and conditions of such permits; (c) there shall be no hazardous substance, pollutant or contaminant (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9601, *et seq.*, any applicable state law or regulations promulgated under either), solid or hazardous waste (as defined in the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, *et seq.*, any applicable state law or regulations promulgated under either), special waste, petroleum or petroleum derived substance, radioactive material or waste, polychlorinated biphenyls, asbestos or any constituent of any of the foregoing located on, in or under the Property in violation of any Requirements of Law; (d) there shall be no disposal of any of the items referred to in clause (c) on, from, into or out of the Property or on, from, into or out of the Improvements in violation of any Requirements of Law; and (e) there shall be no spillage, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, disposing, depositing, or dispersing of any of the items referred to in clause (c) into the indoor or outdoor

environment from, into, or out of the Property including the movement of any such items through or in the air, soil, surface water, ground water from, into or out of the Property or the abandonment or discard of barrels, containers, or other open or closed receptacles containing any such items from, into or out of the Property in violation of any Requirements of Law.

16. Improvements. As soon as reasonably practicable after execution of this Lease, CSS shall commence the Improvements described in Exhibit B. CSS shall make all Improvements at CSS's sole cost and expense, using properly licensed, insured and bonded contractors, in accordance with plans and specifications approved by the School, the New Mexico Public School Facilities Authority ("PSFA"), and the local building department. The Improvements shall be designed and constructed to meet all requirements for Educational Occupancy ("E-Occupancy") in the International Building Code, to meet all applicable PSFA state adequacy requirements, and to meet or exceed the PSFA's weighted New Mexico Condition Index ("wNMCI") for public schools. The Improvements shall be constructed and certified for School's occupancy by all required authorities no later than November 1, 2016. Upon completion of the Improvements, all construction warranties shall be assigned to the School.

17. Maintenance. During the period of CSS's construction of the Improvements hereunder, CSS shall maintain, preserve and keep the portion of the premises on which the Improvements are being constructed, at its expense; the remainder of the Property shall be maintained, preserved and kept by the School as set forth below. After certification of the Improvements for School's occupancy, the School shall maintain, preserve and keep the Improvements as part of the Property. During the Term, the School agrees to maintain, preserve, and keep the Property or cause the Property to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition, subject to normal wear and tear, and that the School will from time to time make or cause to be made all necessary and proper repairs. During both the Initial Term and the Extended Term of this Lease, CSS shall maintain the Property to all applicable state adequacy standards at no additional cost to the School or the State of New Mexico. Except as expressly set forth in this Lease, CSS shall not have any responsibility- for the making of any additions, modifications, or replacements to the Property or the Improvements during the Term of this Lease.

18. Modifications. During the Term of this Lease, with CSS's prior written consent, the School may remodel or make substitutions, additions, modifications, or improvements to the Property or the Improvements, at its own cost and expense, and the same (if permanently affixed) shall be part of the Property, or the Improvements, as the case may be, subject to, and shall be included under the terms of this Lease; provided, however, that (i) such remodeling, substitutions, additions, modifications, and improvements shall not in any way damage the Improvements; and (ii) the Improvements, as remodeled, improved, or altered, upon completion of such remodeling, or such making of substitutions, additions, modifications, and improvements, shall be of a value not less than the value of the Improvements immediately prior to such remodeling or such making of substitutions, additions, modifications, and improvements.

19. Equipment. The School may, from time to time in its sole discretion and at its own expense, install equipment and personal property on the Improvements. All such equipment and personal property shall remain the sole property of the School in which CSS shall not have any

interest; provided, however, that any such equipment and personal property which becomes permanently affixed to the Property shall become part of the Improvements, subject to this Lease and shall be included under the terms of this Lease.

20. No Early Termination. The School agrees that, absent default by CSS, it may only terminate this lease if sufficient appropriations are not made by the State of New Mexico for performance of this Lease.

21. Taxes and Assessments. During the Term, if the Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments, or charges lawfully made by any governmental body, the School shall pay the amount of all such taxes, assessments, and governmental charges then due. With respect to special assessments or other governmental charges that may be lawfully paid in installments over a period of years, the School shall be obligated to provide only for such installments as are required to be paid during the Term of this Lease. The School shall not allow any liens for taxes, assessments, or governmental charges to exist with respect to the Property or Improvements or any portion thereof (including any taxes levied thereon which, if not paid, will become a charge on the rentals and receipts from the Property or any portion thereof, or any interest therein, including the interest CSS) or the rentals and revenues derived therefrom or hereunder. If the School shall first notify CSS of the intention of the School to do so, the School may, at the expense and in the name of the School, in good faith contest any such tax, assessment, and other charges and, in the event of any such contest, may permit the tax, assessment, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless CSS shall notify the School that, in the opinion of independent counsel, whose reasonable fees shall be paid by the School, by nonpayment of any such items the Property or the Improvements or any portion thereof will be subject to loss or forfeiture, or CSS will be subject to liability, in which event such tax, assessment, or other charges shall be paid promptly or secured by posting a bond with CSS in form satisfactory to CSS (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such tax, assessment, or other charges). CSS shall cooperate in any efforts by School to contest any taxes or assessments.

22. Utilities. During the Term, the School shall pay, as the same respectively become due, all gas, water, steam, electricity, heat, power, utility, and other charges incurred in the maintenance and upkeep of the Property and the Improvements, and the School shall place all such utilities in its name.

23. Late Payments. If, during the Term, the School misses any payment owed to CSS pursuant to the terms of this Lease, then, in addition to its regularly scheduled payments hereunder, the School shall pay such delinquent amounts ("Late Payments") to CSS. Such Late Payments shall be payable over a term of months corresponding to the delinquency (i.e. three missed payments – three month repayment schedule); provided that, in no case shall the repayment schedule extend beyond twelve (12) substantially equal monthly installments. CSS may also notify the School of a late payment penalty of two percent of the delinquent amounts. Such penalty is estimated to pay the additional costs of collection of the Late Payments.

24. Insurance. During the Term, the School shall, at its own expense, obtain and

maintain the following policies of insurance. The insurance policies required by this Section shall meet the following conditions, to the extent allowed by state law or the School's required insurer, the New Mexico Public Schools Insurance Authority ("NMPSIA"): (i) any insurance policy may have a deductible clause in an amount not to exceed \$20,000; (ii) each insurance policy shall be so written or endorsed as to make losses, if any, payable to the School and CSS (or any other person designated by CSS), as their respective interests may appear; (iii) each insurance policy shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the School and CSS without first giving written notice thereof to the School, Trustee (as defined in the MCA) and CSS at least thirty (30) days in advance of such cancellation or modification; (iv) each insurance policy, or each certificate evidencing such policy, shall be deposited with CSS upon request; (v) full payment of insurance proceeds under any insurance policy up to the dollar limit required by this Section in connection with damage to the Property or the Improvements shall, under no circumstance, be contingent on the degree of damage sustained at other property owned or leased by the School; and (vi) to the extent the School can control the terms of each insurance policy, each insurance policy shall explicitly waive any coinsurance penalty. The School may, in its discretion, provide any of the insurance required by this Section under blanket insurance policies which insure not only the risks required to be insured hereunder but also other similar risks. The School agrees to pay the premiums for any insurance required herein or by CSS, as part of the Additional Rent.

(a) Casualty and property damage insurance with respect to the Property and the Improvements in an amount equal to the full replacement value of the Property and the Improvements.

(b) Commercial general liability and automobile liability insurance against claims arising in, on, or about the Improvements, including in, on, or about the sidewalks, parking lots, or premises adjacent to the Improvements, providing coverage limits not less than the coverage limits allowed by NMPSIA or customarily carried on public school facilities of similar size and character within the State.

(c) Fidelity insurance or bonds on those of its officers and employees who handle funds of the School, both in such amounts and to such extent as are customarily carried by organizations similar to the School and operating properties similar in size and character to the Improvements.

(d) Rental value insurance covering all risks as to which insurance is required pursuant to Subsection (a) above, in an amount equal to not less than the amounts required to be paid as Base Rent and Additional Rent for a period of not less than twelve (12) months.

(e) Such other forms of insurance as the School is required by law to provide with respect to the Improvements, including any legally required worker's compensation insurance and disability benefits insurance.

25. Damage, Destruction, or Condemnation; Use of Net Proceeds.

(a) *Damage, Destruction, or Condemnation.* If, during the Term of this Lease, (i) the Property or any portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; (ii) title to, or the temporary or permanent use of, the Property or any portion thereof or the estate of the School, the City, the County, or CSS in the Property or any portion thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority; (iii) breach of warranty or any material defect with respect to the Property shall become apparent; or (iv) title to or the use of all or any portion of the Property shall be lost by reason of defect in the title thereto, then, the School shall be obligated, subject to the provisions of Subsection (c) hereof, to continue to pay the amounts specified in Subsection (b) hereof and, to the extent of amounts specifically appropriated by the School, to pay Base Rent and Additional Rent. As used herein, "Net Proceeds" means, when used with respect to any insurance payment or condemnation award, the gross proceeds thereof less the expenses (including attorneys' fees) incurred in the collection of such gross proceeds.

(b) *Repair and Replacement.* To the extent not contrary to applicable law, subject to the provisions of Subsection (c) hereof or the terms of the MCA, the School (and, to the extent such Net Proceeds are within their control, CSS) shall cause such Net Proceeds to be deposited in a separate trust fund held by the CSS. Except as set forth in Subsection (c) hereof, all Net Proceeds of any insurance, performance bonds, or condemnation awards owed to either the School or CSS shall be applied to the prompt repair, restoration, modification, improvement, or replacement of the Land or the Improvements, as the case may be, by the School upon receipt of requisitions acceptable to CSS setting forth: (i) the requisition number; (ii) the name and address of the person, firm, or corporation to whom payment is due or has been made; (iii) the amount to be paid or reimbursed; and (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. CSS shall cooperate with the School in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement, or replacement paid for in whole or in part out of Net Proceeds shall be the property of CSS, subject to this Lease, and shall be included as part of the Property or the Improvements under this Lease.

(c) *Insufficiency of Net Proceeds for Property.* If there occurs an event described in Subsection (a) hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Property required under Subsection (b) hereof, the School shall elect one of the following options:

(i) The School may, to the extent permitted by law, in accordance with Subsection (b) hereof, repair, restore, modify, or improve the Property or replace the Property (or portion thereof) with property of a value equal to or in excess of the

Property, and pay as Additional Rent any cost in excess of the amount of the Net Proceeds, to the extent the amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, and the School agrees that, if by reason of any such insufficiency of the Net Proceeds, the School shall make any Additional Rental payments pursuant to the provisions of this paragraph, the School shall not be entitled to any reimbursement therefor from CSS, nor shall the School be entitled to any diminution of the Base Rent and Additional Rent.

(ii) . If, by June 30th of the Fiscal Year in which an event described in Subsection (a) hereof occurs (or June 30th of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve, or replace the Property become apparent), the School has not appropriated amounts sufficient to proceed under clause (i) of this Subsection, CSS may then pursue remedies as provided in Section 24 ("Remedies on Default").

(d) *Insufficiency of Net Proceeds for Improvements.* If there occurs an event described in Subsection (a) hereof, and if any Net Proceeds received as a consequence of such event shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement, or replacement of the Improvements required under Subsection (b) hereof, the School shall elect one of the following options:

(i) The School may, to the extent permitted by law, in accordance with Subsection (b) hereof, repair, restore, modify, or improve the Improvements or replace the Improvements (or portion thereof) with property of a value equal to or in excess of the Improvements, and pay as Additional Rent any cost in excess of the amount of the Net Proceeds, to the extent the amounts for Additional Rent which have been specifically appropriated by the School are available for the payment of such costs, and the School agrees that, if by reason of any such insufficiency of the Net Proceeds, the School shall make any Additional Rental payments pursuant to the provisions of this paragraph, the School shall not be entitled to any reimbursement therefor from CSS, nor shall the School be entitled to any diminution of the Base Rent and Additional Rent.

(ii) If, by June 30th of the Fiscal Year in which an event described in Subsection (a) hereof occurs (or June 30th of any subsequent Fiscal Year in which the insufficiency of Net Proceeds to repair, restore, modify, improve, or replace the Improvements become apparent), the School has not appropriated amounts sufficient to proceed under clause (i) of this Subsection, CSS may then pursue remedies as provided in Section 24 ("Remedies on Default").

(e) *Cooperation.* The parties to this Lease shall cooperate fully with the other in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Subsection (a) hereof, in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Property or the Improvements or any portion thereof, and in the prosecution of any action relating to

defaults or breaches of warranty under any contract relating to the Property or the Improvements. In no event shall either party voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any action relating to defaults or breaches of warranty under any contract relating to the Property or the Improvements or any portion thereof without the written consent of the other party. Each party shall be responsible for their respective fees and expenses incurred under this section.

26. Events of Default. Any one of the following shall constitute an "Event of Default" under this Lease: (i) failure by the School to pay any specifically appropriated Base Rent during the Initial Term (and any Extended Terms) of this Lease on, before, or within five (5) days of the applicable due date or to pay Additional Rent which become due during the Initial Term (and any Extended Terms) of this Lease, up to the amount specifically appropriated for the payment of Additional Rent in accordance with the provisions hereof; (ii) failure by the School to observe and perform any covenant, condition, or agreement on its part to be observed or performed, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied shall be given to the School by CSS, unless the party giving such notice shall agree in writing, prior to the expiration of the thirty-day period, to an extension of no more than sixty (60) days; provided, however, that if the failure stated in the notice cannot be corrected within the original thirty-day period, the party giving such notice shall not withhold their consent to an extension of up to sixty (60) days if corrective action shall be instituted by the School within such time period and diligently pursued until the default is corrected; or (iii) failure by the School to maintain its charter under the Act. The foregoing provisions of this Section are subject to the following limitations: (i) the School shall be obligated to pay the Base Rent and Additional Rent during the Term of this Lease, except as otherwise expressly provided in this Lease; and (ii) if, by reason of Force Majeure, the School shall be unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of the School contained herein and until the termination or end of the Term of this Lease, the School shall not be deemed in default during the continuance of such inability. The School agrees, however, to remedy, as promptly as legally and reasonably possible, the cause or causes preventing the School from carrying out its agreement; provided that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the School. As used herein, "Force Majeure" includes the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials or any civil or military authority; insurrection; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other causes not within the control of the School or CSS.

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

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

(b) Lease all or any portion of the Property or the Improvements.

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

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

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

29. Further Assurances and Corrective Instruments. CSS and the School agree that so long as this Lease is in full force and effect and no Event of Default shall have occurred, CSS and the School shall have full power to carry out the acts and agreements provided herein and they will, so far as it may be authorized by law, from time to time, execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Property or the Improvements hereby leased or intended so to be, or for otherwise carrying out the intention of or facilitating the performance of this Lease.

30. Compliance with Requirements of Law. During the Term of this Lease, the School and CSS shall observe and comply promptly with all current and future Requirements of Law applicable to the Property (including those set forth in Section 22-8B-4D of the Act) and the Improvements or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Property or any portion thereof.

31. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon CSS and the School and their respective successors and permitted assigns.

32. No Individual Liability. All covenants, stipulations, promises, agreements, and obligations of the School or CSS, as the case may be, contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the School or CSS, as the case may be, and not of any member, director, officer, employee, or other agent of the School or CSS 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, or other agent of the School or CSS or any natural person executing this Lease or any related document or instrument.

33. Conversion to Lease-Purchase Agreement. At the discretion and option of the School, the parties agree that this Lease shall be superseded by the Lease-Purchase Agreement, provided that the Lease-Purchase Agreement has been approved by the necessary regulatory authorities in the Public Schools Lease Purchase Act, NMSA 1978 §§22-26A-1 et seq. -The Lease -Purchase Agreement between the School and CSS shall be submitted in the form attached as Exhibit C hereto. Such form may be modified only as required by the regulatory authorities and not otherwise.

34. Waiver. No term of this Lease shall be deemed waived unless such waiver is in writing signed by the party making the waiver. No delay or omission by either party in exercising or enforcing any right or power hereof shall impair such right or power or be construed to be a waiver thereof. No custom or practice that may evolve between the parties shall be construed to lessen the right of a party to require the performance of the other party in strict accordance with the terms of this Lease. A waiver by one party of a failure of the other party to fully comply with any of the terms of this Lease shall not be construed to be a waiver of any subsequent failure to comply or any other failure to comply.

35. Assignment and Subleasing. This Lease may not be assigned by the School for any reason, whether by operation of law or pursuant to any contract. However, the Property may be subleased, as a whole or in part, by the School, with the consent of CSS, which consent will not be unreasonably withheld; subject to each of the following conditions: (i) this Lease, and the obligations of the School hereunder, shall, at all times during the Term of this Lease, remain direct obligations of the School; (ii) no additional lease shall change the use of the Property; and (iii) a copy of the lease agreement is provided to CSS.

36. First Mortgage. This Lease and the School's rights under this Lease are and shall be subject and subordinate to any mortgage (including a consolidated mortgage), indenture or deed of trust constituting a first lien on the Property, or any part thereof, whether such mortgage, indenture or deed of trust has heretofore been, or may hereafter be, placed upon the Property to secure an indebtedness to any savings bank, bank, trust company, or other institutional lender, private or public, or to any bond issuer, trustee or holder for the purchase of the Property and the construction of any of the improvements on the Property, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage or deed of trust. This subordination shall be self-operative and no further instrument of subordination shall be required. The School shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that CSS may reasonably request. CSS will cause any such mortgage or deed of trust to contain provisions requiring the holder of the indebtedness secured by mortgage or deed of trust to mail to the School by certified mail, addressed to the School at its address as set forth in this Lease, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage or deed of trust to CSS

37. Amendments, Changes, and Modifications. This Lease shall not be altered, changed, or amended other than by a written instrument executed by the parties.

38. Notices. All notices and communications required or permitted under this Lease (including change of address and facsimile or telephone number 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 facsimile transmission to the facsimile number of the receiving party set forth below with a receipt showing delivery; (iii) when sent by electronic mail to the email address set forth below with a receipt showing delivery; (iv) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (v) 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.

CSS:

Charter School Solutions
9321 W. Sam Houston Parkway South, Suite 200
Houston, Texas 77477
Attention: Chief Executive Officer
Telephone: (713) 900-7173

With a copy to:

Tom Sage c/o Andrews Kurth LLP
600 Travis, Suite 4200
Houston, Texas 77002
Telephone: (713) 220-3833

The School:

Albuquerque School of Excellence
13201 Lomas Blvd. NE
Albuquerque, NM 87112
Attention: Head Administrator
Telephone: (505)312-7711

With a copy to

Matthews Fox PC
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505
Attn: Susan B. Fox
Telephone: (505)473-3020
sfox@matthewsfox.com

39. Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, *i.e.*, including Saturdays, Sundays, and holidays as observed by the State of New Mexico; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or such observed holiday, the day for such act shall be first day following such Saturday, Sunday, or observed holiday that is not a Saturday, Sunday, or such observed holiday.

40. Interpretation. The captions and paragraph headings of this Lease are not necessarily descriptive, or intended or represented to be descriptive, of all the terms thereunder,

and shall not be deemed to limit, define, or enlarge the terms of this Lease. Whenever used herein, unless otherwise indicated by the context, the singular shall include the plural, the plural shall include the singular, the use of any gender shall include all genders, and the use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter. The parties were, or had ample opportunity to be, represented by counsel, and as such this Lease shall not be interpreted for or against either party based on authorship.

41. Incorporation. Each and all of the recitals set forth at the beginning of this instrument, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

42. Applicable Law. Each party shall perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. This Lease shall be governed by the laws of the State of New Mexico (without giving effect to the State of New Mexico's choice of law provisions). All legal proceedings arising from unresolved disputes under this Lease shall be brought in Albuquerque before the Second Judicial District Court of the State of New Mexico.


43. Severability. In the event that any provision of this Lease, other than the requirement of the School to pay Base Rent and Additional Rent, the requirement of CSS to provide quiet enjoyment of the Property, and the requirement that the obligations of the School to pay Base Rent and Additional Rent under this Lease are conditioned upon the prior specific appropriation by the School of amounts for such purposes in accordance with the requirements of State law, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have entered into this Lease effective as of the date first written above.

ALBUQUERQUE SCHOOL
OF EXCELLENCE, a New Mexico public charter school

By: 
Name: Osman Anderoglu
Title: Governing Council President

CHARTER SCHOOL SOLUTIONS, a Texas non-profit corporation


By: 
Name: HAKAN YAGCI
Title: CEO

EXHIBIT A

Legal Description

PARCEL 1

Parcel lettered E-One-A (E-1-A), of the Land Division Plat of Parcels lettered D-One-A (D-1-A) and E-One-A (E-1-A), of Panorama Heights Addition, a Replat of Parcels D-1 and E-1, filed November 18, 1988, in Volume C37, Folio 191, as the same is shown and designated on the Land Division Plat of said Addition, filed in the Office of the County Clerk of Bernalillo County, New Mexico. on January 30, 1995, in Volume 95C, Folio 36.

PARCEL 2

Rights of Easement for Storm Water Runoff and Ingress and Egress for the Construction, Maintenance, and Repair of Drainage Facility in accord with Private Facility Drainage Covenant and Reservation of Drainage Easement between Homecorp, Inc., a New Mexico corporation, Furr's Supermarkets, Inc., a Delaware Corporation, and the City of Albuquerque, a New Mexico municipal corporation, filed April 30, 1996, in Book 96-12, Page 2797, as Document No. 1996048470 and as affected by Amendment and Modification to Private Facility Drainage Covenant and Reservation of Drainage Easement among Homecorp., a New Mexico corporation, Furr's Supermarkets, Inc., a Delaware corporation and the City of Albuquerque, a New Mexico municipal corporation filed June 20, 1996 in Book 9617, page 2115 as Document No. 1996068951, records of Bernalillo County, New Mexico, to the extent of and only for the duration as provided for therein.

EXHIBIT B

Improvements

CSS shall make the following improvements (described generally below) and deliver a turnkey facility to ASE, on or before November 1, 2016:

1. Build out 30K sq ft of empty space in existing building as science lab, 12 classrooms, library, cafeteria, indoor gymnasium, restrooms
2. Build basketball court outside and a small soccer field with artificial turf
3. Move current elementary playground to back of facility and design and build a new elementary playground, including basketball hoops in back
4. New asphalt in parking lot with new parking/traffic striping/markings
5. Fix parking lights
6. Install camera system in new spaces
7. Furnish building with student desks, chairs, whiteboards, teachers desks, library shelves, bookcases in classrooms, gym equipment, cafeteria tables, projectors, PA system, phone system
8. Install permanent fence around school (not chain link) on existing building spaces:
 - a. Add new classroom in cafeteria
 - b. Split current library into two rooms
 - c. Move server room
 - d. Open new hallway
 - e. Change entrance and secondary doors with access-controlled doors
 - f. Touchups in classrooms, replace ceiling tiles, etc.

(See attached Plans and Specifications for additional detail of Improvements)

EXHIBIT C

Form of Lease-Purchase Agreement

(see attached)

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made and entered into as of the 16 day of June, 2016 (the "Effective Date") by and between Charter School Solutions, a Texas nonprofit corporation ("Landlord") and Albuquerque School of Excellence, a New Mexico public charter school ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement (the "Lease") dated May 23, 2016, covering that certain real property located at 13201 Lomas Blvd. NE, Albuquerque, Bernalillo County, New Mexico, as more particularly described in the Lease (the "Leased Premises");

WHEREAS, Landlord and Tenant desire to amend the Lease in certain respects.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Base Rent. Exhibit D attached to the Lease is hereby deleted in its entirety and replaced with Exhibit A attached hereto.
2. Miscellaneous.
 - (a) Amendment to Lease. The parties acknowledge and agree that the Lease has not been amended or modified in any respect, other than by this First Amendment, and there are no other agreements of any kind currently in force and effect between the parties with respect to the Leased Premises.
 - (b) Counterparts. For the convenience of the parties any number of counterparts hereof may be executed, and each such executed counterpart shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. .PDF transmission of an executed counterpart of this First Amendment shall be deemed to constitute due and sufficient delivery of such counterpart, and such .PDF signatures shall be deemed original signatures for purposes of enforcement and construction of this First Amendment.
 - (c) Entire Agreement. This First Amendment sets forth all covenants, agreements and understandings among the parties with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto except as set forth in this First Amendment.
 - (d) Full Force and Effect. Except as expressly amended hereby, all other items and provisions of the Lease, as amended, remain unchanged and continue to be in full force and effect.

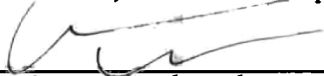
- (e) Conflicts. The terms of this First Amendment shall control over any conflicts between the terms of the Lease and the terms of this First Amendment.
- (f) Authority of Tenant. Tenant warrants and represents unto Landlord that (i) Tenant has full right and authority to execute, deliver and perform this First Amendment; and (ii) the person executing this First Amendment was authorized to do so.
- (g) Capitalized Terms. Capitalized terms not defined herein shall have the same meanings attached to such terms under the Lease.
- (h) Successors and Assigns. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (i) Governing Law. This First Amendment shall be governed by, and construed in accordance with, the laws of the State of New Mexico.

[Signature Page Follows]

IN WITNESS WHEREOF, executed by each party hereto to be effective as of the Effective Date.

“Tenant”

ALBUQUERQUE SCHOOL
OF EXCELLENCE, a New Mexico public charter school

By: 
Name: Osman Anderoglu
Title: Governing Council President

“Landlord”

CHARTER SCHOOL SOLUTIONS, a Texas non-profit corporation


By: 
Name: HAKAN YAGCI
Title: CEO

Exhibit A

ASE Monthly Base Rent Payment Schedule

	Lease Payment
06/15/16	33,876
07/15/16	33,876
08/15/16	33,876
09/15/16	33,876
10/15/16	33,876
11/15/16	33,876
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12/15/17	55,095
01/15/18	55,095
02/15/18	54,897

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Signature Page to First Amendment to Lease Agreement

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Signature Page to First Amendment to Lease Agreement

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Signature Page to First Amendment to Lease Agreement

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Signature Page to First Amendment to Lease Agreement

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Signature Page to First Amendment to Lease Agreement

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07/15/33	57,354
08/15/33	57,354
09/15/33	57,354
10/15/33	57,354
11/15/33	57,354
12/15/33	57,354
01/15/34	57,354
02/15/34	56,911

03/15/34	56,911
04/15/34	56,911
05/15/34	56,911
06/15/34	56,911
07/15/34	56,911
08/15/34	56,911
09/15/34	56,911
10/15/34	56,911
11/15/34	56,911
12/15/34	56,911
01/15/35	56,911
02/15/35	56,938
03/15/35	56,938
04/15/35	56,938
05/15/35	56,938
06/15/35	56,938
07/15/35	56,938
08/15/35	56,938
09/15/35	56,938
10/15/35	56,938
11/15/35	56,938
12/15/35	56,938
01/15/36	56,938
02/15/36	56,885

Signature Page to First Amendment to Lease Agreement

03/15/36	56,885
04/15/36	56,885
05/15/36	56,885
06/15/36	56,885
07/15/36	56,885
08/15/36	56,885
09/15/36	56,885
10/15/36	56,885
11/15/36	56,885
12/15/36	56,885
01/15/37	56,885
02/15/37	57,276
03/15/37	57,276
04/15/37	57,276
05/15/37	57,276
06/15/37	57,276
07/15/37	57,276
08/15/37	57,276
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10/15/37	57,276
11/15/37	57,276
12/15/37	57,276
01/15/38	57,276
02/15/38	57,042

Signature Page to First Amendment to Lease Agreement

03/15/38	57,042
04/15/38	57,042
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07/15/38	57,042
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10/15/38	57,042
11/15/38	57,042
12/15/38	57,042
01/15/39	57,042
02/15/39	57,250
03/15/39	57,250
04/15/39	57,250
05/15/39	57,250
06/15/39	57,250
07/15/39	57,250
08/15/39	57,250
09/15/39	57,250
10/15/39	57,250
11/15/39	57,250
12/15/39	57,250
01/15/40	57,250
02/15/40	56,833

Signature Page to First Amendment to Lease Agreement

03/15/40	56,833
04/15/40	56,833
05/15/40	56,833
06/15/40	56,833
07/15/40	56,833
08/15/40	56,833
09/15/40	56,833
10/15/40	56,833
11/15/40	56,833
12/15/40	56,833
01/15/41	56,833
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06/15/41	56,859
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02/15/42	57,302

03/15/42	57,302
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05/15/42	57,302
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08/15/42	57,302
09/15/42	57,302
10/15/42	57,302
11/15/42	57,302
12/15/42	57,302
01/15/43	57,302
02/15/43	57,094
03/15/43	57,094
04/15/43	57,094
05/15/43	57,094
06/15/43	57,094
07/15/43	57,094
08/15/43	57,094
09/15/43	57,094
10/15/43	57,094
11/15/43	57,094
12/15/43	57,094
01/15/44	57,094
02/15/44	57,302

Signature Page to First Amendment to Lease Agreement

03/15/44	57,302
04/15/44	57,302
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06/15/44	57,302
07/15/44	57,302
08/15/44	57,302
09/15/44	57,302
10/15/44	57,302
11/15/44	57,302
12/15/44	57,302
01/15/45	57,302
02/15/45	56,859
03/15/45	56,859
04/15/45	56,859
05/15/45	56,859
06/15/45	57,672
07/15/45	57,672
08/15/45	57,672
09/15/45	57,672
10/15/45	57,672
11/15/45	57,672
12/15/45	57,672
01/15/46	57,672

LEASE AMENDMENT OWNER MAINTENANCE

SECOND AMENDMENT to LEASE AGREEMENT

This SECOND AMENDMENT to the ASE LEASE AGREEMENT is entered into on November 21, 2016 by and between Charter School Solutions ("Owner") and Albuquerque School of Excellence ("Lessee") (collectively, the "Parties").

WHEREAS Owner and Lessee entered into a Lease Agreement dated May 23, 2016 ("Agreement"); and

WHEREAS Owner and Lessee desire to amend the Agreement to clarify Owner's maintenance obligations as currently provided in Section 17 of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The second to last sentence of Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

"During both the Initial Term and the Extended Term of this Lease, CSS shall maintain the Property according to the adequacy standards described in NMSA 1978 Section 22-8B-4.2(D)(2)(a) or any successor statute at no additional cost to the School or the State of New Mexico."

2. In the event of any conflict between this SECOND AMENDMENT and the Agreement, this SECOND AMENDMENT will prevail over the Agreement.

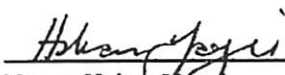
IN WITNESS WHEREOF, the Parties have executed this SECOND AMENDMENT, effective as of the date indicated above.

Albuquerque School of Excellence


Name: Salih Aykac

Title: *Principal*

Charter School Solutions


Name: Hakan Yagci

Title: CEO

COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE (this "Assignment") is made as of June ____, 2016 by CHARTER SCHOOL SOLUTIONS, a Texas nonprofit corporation ("Assignor"), to and for the benefit of U.S. BANK NATIONAL ASSOCIATION, a national association, as Trustee ("Trustee").

WITNESSETH:

WHEREAS, The Industrial Development Authority of the County of La Paz, Arizona (the "Issuer") issued its Education Facility Lease Revenue Bonds (Charter School Solutions—Albuquerque School of Excellence Project) Series 2016A (the "Series 2016A Bonds") and its Education Facility Lease Revenue Bonds (Charter School Solutions—Albuquerque School of Excellence Project) Taxable Series 2016B (the "Series 2016B Bonds," and together with the Series 2016A Bonds, the "Bonds") pursuant to a Trust Indenture (the "Indenture"), dated as of June 1, 2016, by and between the Issuer and Trustee;

WHEREAS, the proceeds from the issuance and sale of the Bonds were used to fund a loan by the Issuer to the Assignor (the "Loan"), as borrower under that certain Loan Agreement, dated as of June 1, 2016 (the "Loan Agreement"), by and between the Issuer and the Assignor, for the purpose of financing the acquisition and development of certain real property as charter school facilities as more particularly described in the Loan Agreement, including the real property described in the Lease (as defined below) and the buildings and other improvements located thereon (collectively, the "Bernalillo Campus"); and

WHEREAS, the Assignor owns the Bernalillo Campus and will lease the Bernalillo Campus to Albuquerque School of Excellence, a New Mexico public charter school (the "Tenant") under and pursuant to the Lease Agreement, dated as of May 23, 2016, between the Assignor, as lessor and the Tenant, as lessee (the "Lease");

WHEREAS, the Assignor desires to assign the Lease to the Trustee as further security for the Loan and the Bonds.

AGREEMENT

1. Assignment and Security Interest. In order to secure the payment and performance of the indebtedness and obligations of the Assignor under the Bond Documents (as defined in the Indenture) to which it is a party and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, sets over and grants a security interest to Trustee all of its right, title and interest in and to the Lease, together with any and all other documents executed in connection with the Lease and all exhibits, addenda, renewals, modifications and amendments thereto including, without limitation, all present and future warranties or other undertakings, permits, licenses, approvals and authorizations provided or obtained in connection therewith, on and subject to the following terms and conditions:

(a) This Assignment is made as additional collateral and security for the Loan and the Bonds. Assignor acknowledges that the issuance of the Bonds by the Issuer, the making of the Loan of the proceeds thereof by Issuer to Assignor and the assignment of the Issuer's rights under the Loan Agreement to the Trustee, is made in reliance on this Assignment.

(b) Trustee shall have the right and option (but under no circumstances shall it be obligated), in its sole discretion and acting under the protection, afforded it in the Indenture, to

exercise any and all rights, benefits and privileges of the Assignor in the Lease upon the occurrence of an Event of Default under any Bond Document (after expiration of any notice and cure period set forth in the applicable such Bond Document); provided, however, neither this Assignment nor any action or actions on the part of Trustee shall constitute an assumption by Trustee of any of the obligations of the Assignor under the Lease, and Assignor shall continue to be liable for all obligations thereunder. Assignor hereby agrees to protect, defend, indemnify and hold Trustee harmless from and against any and all loss, cost, liability or expense (including but not limited to attorneys' fees, costs and expenses) resulting from any failure of Assignor to perform and observe, at the time and in the manner therein provided, each of the covenants, agreements and obligations of Assignor contained in Lease unless arising from the gross negligence or willful misconduct of the Trustee.

(c) Assignor may continue to receive and exercise all of the rights, benefits and privileges under the Lease so long as no event of default has occurred and is continuing under any Bond Document which has not been cured within any applicable cure period and as long as Trustee shall not have exercised its rights described in Section 3 below. Notwithstanding the foregoing, Assignor has authorized and directed the Tenant in the Lease, to pay Trustee, its successors and assigns, all payments due or to become due under the Lease from and after the date of this Assignment by forwarding such payments to the following address: U.S. Bank National Association, 5555 San Felipe, Suite 1150, Houston, Texas 77056; Attention: Corporate Trust Office.

(d) After delivering written notice of default to Assignor, Trustee shall have the right and option at any time, in its sole discretion (but under no circumstances shall it be obligated) and acting under the protection, afforded it in the Indenture to take in its name or in the name of Assignor, such action as Trustee may at any time or from time to time reasonably determine to be necessary to cure any default of Assignor under the Lease. Trustee shall incur no liability on account of any action taken in good faith by it or on its behalf pursuant to the foregoing sentence or otherwise hereunder, whether or not the same shall prove to be improper, inadequate or invalid in whole or in part, and Assignor agrees to protect, defend, indemnify and hold Trustee harmless from and against any and all loss, cost, liability or expense (including but not limited to attorneys' fees, costs and expenses) in connection with any such action or actions. This Assignment shall constitute a direction to and full authority to Tenant to act at Trustee's written direction and otherwise perform under the Lease, without proof of an Event of Default by Assignor pursuant to the Bond Documents or by Assignor pursuant to the Lease. Assignor hereby acknowledges and agrees that Tenant is hereby irrevocably authorized and directed to rely upon and comply with (and shall be fully protected by Assignor in so doing) any written request, notice or demand made by Trustee with respect to the Lease, or for performance of any undertaking thereunder, and shall have no right or duty to inquire as to whether any default under any Bond Document (as defined in the Indenture) has actually occurred or is then existing.

2. The acceptance by Trustee of this Assignment, with all of the rights, powers, privileges and authority so created shall not, prior to entry upon taking possession of the Bernalillo Campus by Trustee, be deemed or construed to constitute Trustee a "mortgagee in possession", nor thereafter or at any time or in any event, obligate Trustee to appear in or defend any action or proceeding relating to the Lease or the Bernalillo Campus, or to take any action hereunder, or to extend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Lease, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any tenant thereunder and not assigned and delivered to Trustee; nor shall Trustee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, corporation or other entity in or about the Bernalillo Campus. The enforcement of any right or remedy by Trustee once exercised shall

continue until Trustee shall have collected and applied such funds as may be necessary to cure the then existing default and for so long thereafter as Trustee may, in its sole discretion, deem necessary to secure the indebtedness. Although the original Event of Default may be cured and the exercise of any such right or remedy be discontinued, the same or any other right or remedy hereunder shall not be exhausted and may be reasserted at any time and from time to time related to any other default.

3. Assignor hereby irrevocably constitutes and appoints Trustee and any present or future officer or agent of the Trustee, or the successors or assigns of the Trustor, its true and lawful attorney-in-fact, with full power of substitution and resubstitution, and in Assignor's name or in Trustee's name, or otherwise, to enforce all rights of Assignor under the Lease and such power of attorney, being coupled with an interest, is irrevocable, provided, however, no such rights will be exercised unless an Event of Default by Assignor shall have occurred and shall be continuing beyond any applicable grace or cure period.

4. Assignor represents and warrants that it has, full power and authority to make this Assignment, that the Lease is valid, and in full force and effect, and that no material default, right of set-off, or claim for additional payments exists thereunder. Further, the Assignor hereby represents, warrants and covenants to and with the Trustee that (i) Assignor has good right, title and interest in and to the Lease and good right to assign the same, and that no other person has any right, title or interest therein, unless otherwise provided; (ii) Assignor has not granted any claims, liens, security interests and encumbrances of any kind or character in its interest in the Lease or the Bernalillo Campus, except as provided herein, in the Lease and/or in the Loan Agreement. The Lease delivered to the Trustee herewith is an identical copy of the original thereof and constitutes the entire writing, obligations and agreement between the Assignor and the Tenant respecting the Bernalillo Campus, the lease thereof and the payment therefor, by the Tenant.

5. Assignor covenants to duly and punctually observe, perform and discharge its obligations under the Lease, and to give immediate notice to Trustee of any notice of default served upon Assignor with respect to its obligations under the Lease, and at the sole cost and expense of Assignor to enforce or secure the performance of each and every obligation of Tenant to be kept or performed under the Lease. Assignor further covenants that it shall make no material changes in or amendments to the Lease, without the prior written consent of Trustee, and shall not tender or accept a surrender or cancellation of the Lease, or further assign or create any further encumbrance or hypothecation of Assignor's interest under the Lease, without the prior written consent of Trustee.

6. This Assignment and the agreements and undertakings of Assignor hereunder shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Trustee and its successors and assigns.

7. Assignor agrees to make, execute and deliver all such further or additional instruments as may reasonably be necessary to satisfy the intents and purposes hereof and to perfect the assignment made hereby.

8. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Indenture and are incorporated herein by reference.

9. This Assignment is governed by and shall be construed in accordance with the laws of the State of Texas.

10. Any delay on the part of the Trustee in exercising any power, privilege or right hereunder or under any other instrument executed by the Assignor to the Trustee in connection herewith shall not

operate as a waiver thereof and no single or partial exercise of any power, privilege or right shall preclude other or further exercise hereof or the exercise of any other power, privilege or right. The waiver by the Trustee of any default of the Assignor shall not constitute a waiver of any subsequent default, but shall be restricted to the default so waived. If any part of this Assignment shall be contrary to any law that the Trustee might seek to apply or enforce or should otherwise be defective, the other provisions hereof shall not be affected thereby but shall continue in full force and effect, to which end they are hereby declared to be severable. All rights, remedies and powers of the Trustee hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies and powers given hereunder or in or by any other instrument, including but not limited to the Bond Documents, or any other law now existing or hereafter enacted.

11. Upon payment in full of all of the Bonds, this Assignment shall be void and of no effect.


IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized representative as of June 22, 2016.

ASSIGNOR:

CHARTER SCHOOL SOLUTIONS,
a Texas nonprofit corporation

By Hakan Yagci
Name: HAKAN YAGCI
Title: CEO

ALBUQUERQUE SCHOOL OF EXCELLENCE,
a New Mexico public charter school

By 
Name: Osman Anderoglu
Title: Governing Council President
Date: 06/22, 2016

CONSENT TO COLLATERAL ASSIGNMENT OF LEASE

In consideration of Issuer (as defined in the Collateral Assignment of Lease to which this Consent is attached) issuing the Bonds (as defined in the Collateral Assignment of Lease to which this Consent is attached) and agreeing to loan the proceeds thereof to Assignor (as defined in the Collateral Assignment of Lease to which this Consent is attached), Albuquerque School of Excellence, a New Mexico public charter school ("*Tenant*") hereby consents to the collateral assignment by Assignor of all of Assignor's right, title and interest in, to and under that certain Lease Agreement dated May 23, 2016 for the Bernalillo Campus (the "*Lease*"):

(1) Tenant hereby consents to the collateral assignment of the Lease by Assignor pursuant to the terms of the Collateral Assignment of Lease to which this Consent is attached. Tenant will, at the same time it gives any written notices of default under the Lease to Assignor, send a duplicate copy of such notices to U.S. Bank National Association as trustee (the "*Trustee*") under the Trust Indenture and Security Agreement (the "*Indenture*") dated as of June 1, 2016 between the Issuer and the Trustee, by the manner and means provided for the giving of notices under the Lease, addressed to U.S. Bank National Association, 5555 San Felipe, Suite 1150, Houston, Texas 77056; Attention: Corporate Trust Office. No notice shall be effective unless a copy is delivered to Trustee pursuant to this Section. Trustee shall have thirty (30) calendar days from the receipt of any notice of default to remedy or cure such default; provided, however, that nothing herein shall require Trustee to cure such default, but Trustee, in its sole discretion, shall have the option to do so. If Trustee does not cure such default within such thirty (30) calendar-day period, Tenant may exercise all of its rights and remedies against Assignor under the Lease, but agrees that it shall have no recourse against Trustee for any failure to cure such default.

(2) In the event of a default by Assignor under the Lease or any Bond Document (as defined in the Indenture), (a) Tenant, at Trustee's written request, shall continue its performance under the Lease on Trustee's behalf in accordance with the terms thereof, and, in such event, Tenant shall be paid by Trustee in accordance with the Lease for all work, labor and materials properly performed or rendered on Trustee's behalf during such period; and (b) Trustee may (but is not obligated to) enforce the Lease and perform the obligations of Assignor and Tenant will accept such performance in lieu of performance by Assignor. In such event, Tenant agrees to accept performance by Trustee on behalf of Assignor on the same basis as if performed by Assignor directly. In the event Trustee exercises its rights under the Collateral Assignment of Lease to which this Consent is attached and/or the Bond Documents (as defined in the Indenture) and succeeds to the interests of Assignor under the Lease, Tenant shall continue to perform and otherwise comply with the terms of the Lease and shall attorn to and recognize Trustee, as the landlord under the Lease.

(3) In the event the Lease is terminated, rejected or disaffirmed pursuant to or as a result of a bankruptcy law or any receivership, bankruptcy, reorganization, adjustment, or other similar judicial proceeding, Tenant shall, immediately upon written request from Trustee and without demanding additional consideration therefore, enter into a new lease with Trustee (or Trustee's successor, assign or designee) which new lease shall contain and be on the same covenants, agreement, terms, provisions and limitation as the Lease.

(4) Tenant represents and warrants to Trustee that (i) the Lease is in full force and effect and binding on Tenant, (ii) no default by Tenant or Assignor exists under the Lease, (iii) no event has occurred which, with notice or lapse of time or both, would constitute a default by Tenant or Assignor under the Lease, (iv) all conditions to the effectiveness or continuing effectiveness of the Lease required

to be satisfied have been satisfied, (v) Tenant has no notice of any assignment of the Lease, (vi) Tenant has not made any assignment, pledge or transfer of any of its rights or obligations under the Lease, and (vii) Tenant is duly licensed to conduct its business in the jurisdiction where the Lease is to be performed.

(5) Tenant will not amend the Lease in any manner without the prior written consent of Trustee.

PAYMENT INSTRUCTION LETTER

June 22, 2016

Albuquerque School of Excellence
13201 Lomas Blvd. NE
Albuquerque, NM 87112
Attention: Head Administrator

Matthews Fox PC
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505
Attn: Susan B. Fox

Ladies and Gentlemen:

Reference is hereby made to the Lease Agreement dated as of May 23, 2016, as amended by the First Amendment to Lease Agreement, dated June 18, 2016 (as amended, the "Lease"), among Charter School Solutions (the "Landlord") and Albuquerque School of Excellence (the "Tenant"). The purpose of this letter is for Landlord to furnish written payment instructions pursuant to Section 9 of the Lease.

Tenant is hereby advised that any amounts payable to Landlord pursuant to the Lease should be deposited to the following account of Landlord:

Bank:	Regions Bank
Routing Number:	111900785
Account Name:	Charter School Solutions
Account Number:	0215920836

Very truly yours,

CHARTER SCHOOL SOLUTIONS

By: Hakan Yagci
Hakan Yagci
Chief Executive Officer



STATE OF NEW MEXICO
PUBLIC EDUCATION DEPARTMENT
300 DON GASPAR
SANTA FE, NEW MEXICO 87501-2786
Telephone (505) 827-5800
www.ped.state.nm.us

HANNA SKANDERA
SECRETARY OF EDUCATION

SUSANA MARTINEZ
GOVERNOR

November 17, 2016

SENT BY USPS FIRST-CLASS MAIL AND ELECTRONIC MAIL

Susan Barger Fox, Esq.
Matthews & Fox
Attorney and Counselors at Law
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505
sfox@matthewsfox.com

Re: Proposed Lease Purchase Arrangement Between Charter School Solutions and Albuquerque School of Excellence

Dear Ms. Fox:

The Public Education Department has reviewed the proposed *Lease Purchase Arrangement* between Charter School Solutions and Albuquerque School of Excellence, together with the appertaining exhibits and related documents (*Lease Purchase Arrangement*), for compliance with the pertinent sections of the Public School Lease Purchase Act, NMSA 1978, Chapter 22, Article 26A (2007, as amended through 2015), and with the applicable provisions of other New Mexico statutes.

The specific *Lease Purchase Arrangement* reviewed by the Public Education Department was the financing agreement submitted on July 12, 2016 by Albuquerque School of Excellence to Antonio Ortiz, the director of our state agency's Capital Outlay Bureau.

On the basis of that review, the Public Education Department will approve the *Lease Purchase Arrangement* in accordance with NMSA 1978, Section 22-26A-4(B) (2015), subject to three express conditions, each of which is set forth in this letter.

The first condition for the Public Education Department's approval of the *Lease Purchase Arrangement* is that Albuquerque School of Excellence provide, to the Department, a duly executed certification, in the form and format as proposed in your email message dated November 4, 2016.

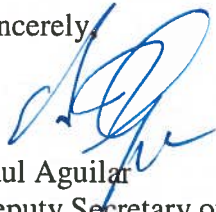
Susan Barger Fox
November 17, 2016
Page 2

The second requisite for the Public Education Department's approval of the *Lease Purchase Arrangement* is that the Albuquerque School of Excellence cause to be submitted to our state agency a revised *Lease Purchase Arrangement* between Charter School Solutions and Albuquerque School of Excellence, together with any necessary or appropriate amended exhibits and related documents, each of which must comply fully with all of the applicable laws. The required revisions to the financing agreement previously tendered to the Public Education Department will be specifically delineated and provided by Robert Sanchez in a separate letter.

The third contingency relating to the Public Education Department's approval of the *Lease Purchase Arrangement* is that the "Lease Purchase Agreement Sources of Funds Statement" (Exhibit D) - detailing the "legally available funds" your charter school's governing body has identified to make the payments due under the financing agreement between the parties - will be subject to separate reviews by our state agency's Student Budget and Finance Analysis Bureau and Capital Outlay Bureau, with the resulting comments following this letter.

Thank you for your attention to this letter.

Sincerely,



Paul Aguilar
Deputy Secretary of Administration

PA/dem/rfs

e-copies: Hanna Skandera, Secretary of Public Education
Dawn E. Mastalir, Acting General Counsel
David Craig, Student Budget and Finance Analysis Bureau Director
Antonio Ortiz, Capital Outlay Bureau Director
Salih Aykac, Head Administrator, Albuquerque School of Excellence

E. Facility

A description of the charter school facilities and assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978.

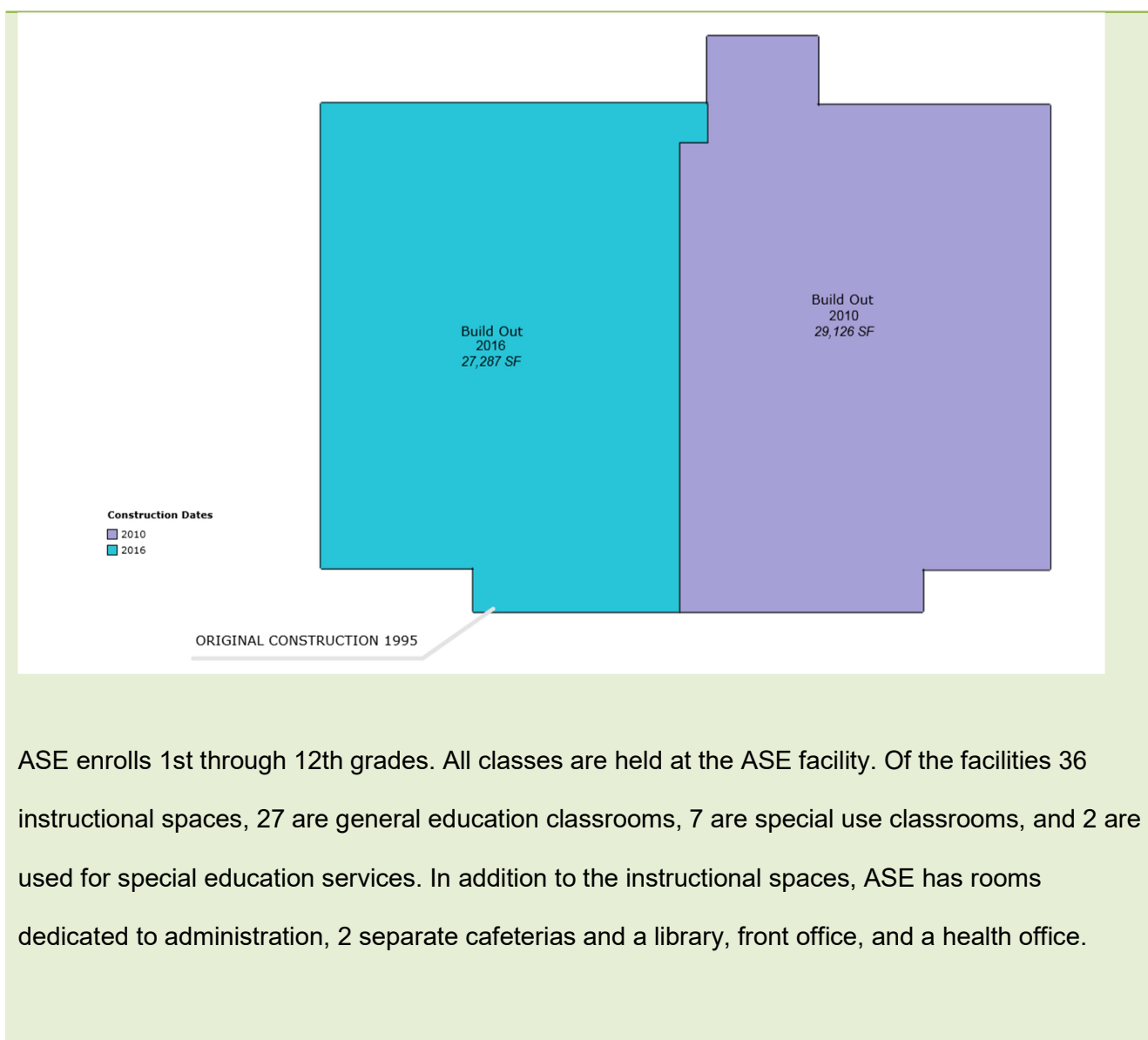
The school must provide a narrative description of its facilities. The school should attach any facility plans or the school's Facility Master Plan in **Appendix D**.

In addition, attach a copy of the building E Occupancy certificate and a letter from the PSFA with the facility NMCI Score as **Appendix D**, indicating that the school facility meets the requirements at Subsection C of 22-8B-4.2 NMSA 1978. (If the charter school is relocating or expanding to accommodate more students.)

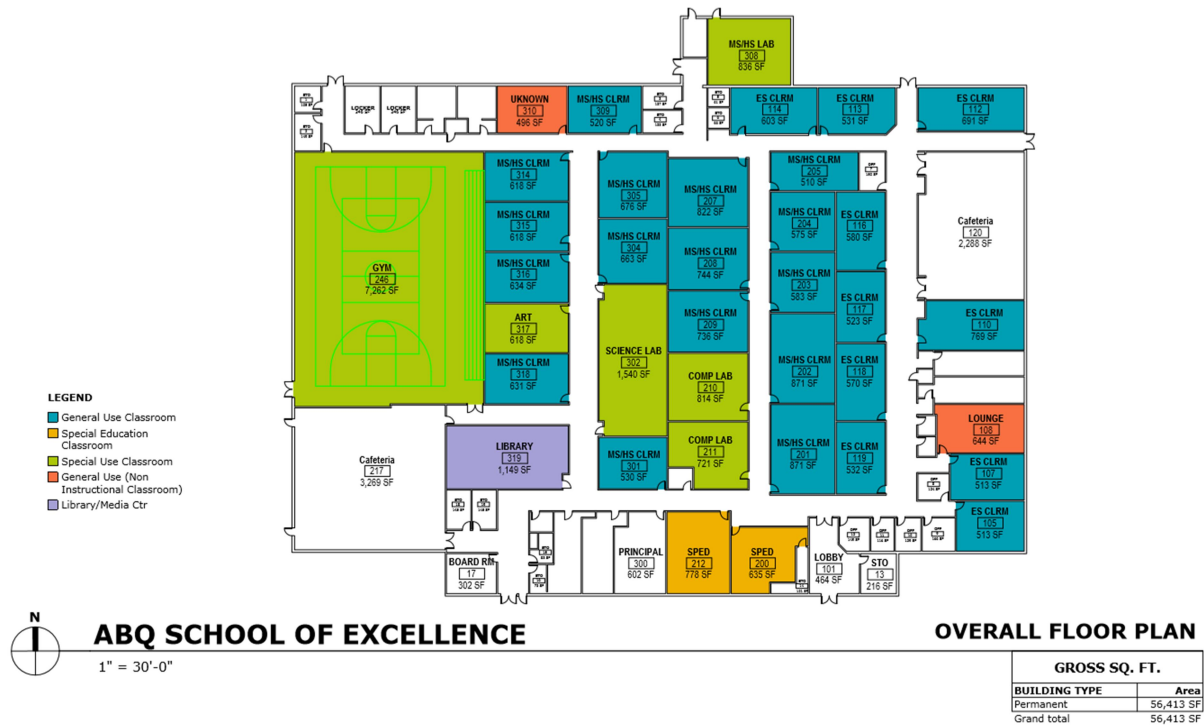
The school must also provide assurances that the facilities are in compliance with the requirements of Section 22-8B-4.2 NMSA 1978, including subsections A, C, and D. A template is available from the PEC's website.

School response:

Albuquerque School of Excellence (ASE) is located at 13201 Lomas Blvd. NE, Albuquerque, New Mexico, 87112. ASE has occupied the location on Lomas since 2010. The building was an Albertson's Supermarket prior to the ASE occupation. ASE has leased the building since 2010. Initially, the school leased 24,652 square feet until 2015 when it was able to lease the entire facility of 55,000 square feet. In compliance with HB-283 which states that all charter schools must be housed in public facilities, ASE leases the facility from the not for profit Charter School Solutions which owns the building and land. Charter School Solutions entered into a lease-purchase agreement with ASE in 2017 pursuant to the New Mexico Public School Lease-Purchase Act, NMSA 1978 §22-26A-1 et seq. The Lease-Purchase Agreement was approved by the Public Education Department on August 15th, 2017.



ASE enrolls 1st through 12th grades. All classes are held at the ASE facility. Of the facilities 36 instructional spaces, 27 are general education classrooms, 7 are special use classrooms, and 2 are used for special education services. In addition to the instructional spaces, ASE has rooms dedicated to administration, 2 separate cafeterias and a library, front office, and a health office.



The facility's Master Plan, E-Occupancy certificate and PSFA letter are attached as part of Appendix D; a copy of the PED's lease-purchase arrangement approval letter is also attached as part of Appendix D. Having received the requisite approvals of the lease-purchase arrangement and having duly entered into the approved lease-purchase arrangement, the School's facility meets the requirements of NMSA 1978 §22-8B-4.2(D) (1) (b).

Click here to enter text.