

New Mexico Public Education Commission



Charter School Renewal Application

Part E: Facilities

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

Approved by the Public Education Commission: March 18, 2022

Table of Contents

Instructions	1
School Information	1
Facilities Narrative	1
Appendices	2

Instructions

Please read the entire Charter School Renewal Application Kit before preparing documents. In an effort to help applicants understand the requirements of the Renewal Application, the CSD will hold a minimum of two technical assistance workshops. Applicants will be notified of the dates, times, and locations of the workshops.

Enter applicant responses in boxes below. Answer all questions unless the question indicates that applicants should answer only under certain conditions (e.g., rating on a Performance Framework indicator requires explanation, etc.). Narrative responses should be verifiable through documents submitted or observable evidence at the renewal site visit.

School Information

Name of School: Tierra Encantada Charter School
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Facilities Narrative

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

School response: Tierra Encantada Charter School (TECS) is located on the south side of Santa Fe at 4601 Mission Bend, just off S. Richards Avenue. In 2022, TECS entered into a lease-purchase agreement and is in the process of acquiring the facility. The school currently features 14 classrooms, a multi-purpose room, and a teacher suite. TECS plans to renovate the teacher suite to create two additional classrooms, increasing the total number of classrooms to 16. The building has the capacity to accommodate up to 400 students.

Appendices

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

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

No 12653

STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION
GENERAL CONSTRUCTION BUREAU

THIS BUILDING HAS BEEN OCCUPIED BEFORE A FINAL INSPECTION HAS BEEN CONDUCTED.
PERMANENT X TEMPORARY, _____ EXPIRATION DATE _____

~ CERTIFICATE OF OCCUPANCY ~

THE FOLLOWING BUILDING OR PORTION THEREOF HAS BEEN INSPECTED FOR COMPLIANCE WITH THE REQUIREMENTS OF
OCCUPANCY GROUP E AS SPECIFIED BY THE NEW MEXICO BUILDING CODE.

BUILDING ADDRESS 4601 MISSION BEND SANTA FE NM
NAME AND ADDRESS OF OWNER MISSION VIEW CHRISTIAN ACADEMY 4601 MISSION BEND SANTA FE
NAME(S) OF LICENSED NEW MEXICO CONTRACTOR(S) SEBESTA, RON CONSTRUCTION #14682
BUILDING PERMIT NUMBER 2007047932
INSPECTOR NAME [Signature]
IF NO LICENSED CONTRACTOR, NAME(S) OF OWNER-BUILDER(S) _____
PORTION OF BUILDING TOTAL
DATE 03-27-09

COMMENTS

LEASE PURCHASE ARRANGEMENT

dated as of _____, 2022,

by and between

CSDCPC TECS, LLC

A Delaware limited liability company, as Lessor,

and

**TIERRA ENCANTADA CHARTER SCHOOL,
A New Mexico public charter school, as Lessee.**

THIS LEASE PURCHASE ARRANGEMENT, dated as of _____, 2022 (“Agreement”), is made and executed by and between CSDCPC TECS, LLC, a Delaware limited liability company whose sole member is CSDC Property Corporation, an Arizona nonprofit corporation (“Lessor”), and Tierra Encantada Charter School, a New Mexico public charter school (“Lessee”).

Recitals

A. Lessee is a New Mexico state-chartered charter school as defined in Section 22-8B-2(A) NMSA 1978, which is authorized to enter into a “lease purchase arrangement” or “financing agreement” as defined in Section 22-26A-3(A) NMSA 1978, part of the Public School Lease Purchase Act, Chapter 22, Article 26A NMSA 1978 (“Public School Lease Purchase Act”).

B. Lessee’s governing body has determined that it is necessary, desirable, and in Lessee’s best interest, subject to separate statutory approval by the Public Education Department and the Public School Facilities Authority, to acquire from Lessor through a lease purchase arrangement the Land and Improvements (collectively the “School Site”) located at 4601 B Mission Bend, Santa Fe, New Mexico 87507, and more specifically identified in Exhibit “A” hereto.

C. Lessor is a Delaware limited liability company organized, existing, and in good standing under the laws of the State of Delaware, and is duly qualified to conduct business in the State of New Mexico and is in good standing in the State of New Mexico, and whose corporate purpose is to support charter schools, including providing facilities to charter schools.

D. Lessor is the Owner of the School Site, subject to an existing mortgage with Clearinghouse Community Development Financial Institution. Owner desires to lease-purchase the School Site to Lessee, pursuant to the requirements of the Public School Lease Purchase Act, and the terms stated herein.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration exchanged, Lessor and Lessee agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless otherwise specified in this Agreement, the capitalized terms used herein shall have the meanings specified below.

“Agreement,” for all purposes herein and as to all appertaining exhibits and documents, shall have the same legal meaning and effect as either the term “lease purchase arrangement” or

“financing agreement,” as these latter two terms are defined in Section 22-26A-3(A) NMSA 1978, whether capitalized herein or not.

“Lease Payments” means, collectively, any payments due from Lessee to Lessor under this Agreement and in accordance with Article V hereof, payable from funds specifically appropriated year to year by Lessee for such purpose from any legally available funds.

“Commencement Date” means the date of execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public School Facilities Authority, after which date the payment obligations hereunder will continue for a period not exceeding thirty (30) years after the date of execution, as prescribed by Section 22-26A-5(C) NMSA 1978.

“Improvements” means the existing building(s) and improvements on the Land including a 28,441 sf/ft building, as well as any beneficial additions or changes to the property described in Exhibit “A” to this Agreement, whether permanent or not, made by or for the benefit of Lessee.

“Land” means the 9.6 acre parcel of land identified in Exhibit “A” to this Agreement.

“Lessee’s Representative” means the chair of Lessee’s governing body or any other person duly authorized by Lessee to act on its behalf under or with respect to this Agreement.

“Lessor’s Representative” means Lessor’s chief executive officer or any other person duly authorized by Lessor to act on its behalf under or with respect to this Agreement.

“Net Proceeds” means any insurance proceeds or condemnation award paid on the School Site to Lessee by Lessee’s insurer consistent with the insurance requirement in Article VII, remaining after payment of all costs and expenses incurred in the collection of those amounts.

“Option to Purchase” means the right of Lessee to purchase the School Site in accordance with the terms of Article VI of this Agreement and the provisions of the Public School Lease Purchase Act.

“School Site” means the Land and Improvements identified in Exhibit “A”.

“Term” means the time period during which this Agreement is in effect, as provided in Section 4.1 hereof.

“Statewide Adequacy Standards” mean the standards set forth in Title 6, Chapter 27, Part 30 NMAC, and any subsequent versions thereof, subject to any variances granted to Lessee by the Public School Capital Outlay Council pursuant to Section 22-8B-4.2(F)(2) NMSA 1978.

Section 1.2 Exhibits. The following exhibits are attached to and by reference made a part of this Agreement:

Exhibit A - Legal Description and Site Plan

Exhibit B – Charter School Definition

Exhibit C - Lease Payment Schedule

Exhibit D - Planned Funding Sources and Budget to make Lease Payments

Exhibit E - Copies of the New Mexico Public Education Department's and Public School Facilities Authority's individual approvals of this Agreement.

Exhibit F- Reporting Requirements

ARTICLE II REPRESENTATIONS, COVENANTS, AND WARRANTIES

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

(a) Lessee is a duly authorized and existing public charter school under the provisions of the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.

(b) Lessee has full power and authority to lease, operate, maintain, and acquire under an option to purchase the School Site, to execute and deliver this Agreement, and perform the related transactions in accordance with the provisions of the Public School Lease Purchase Act and other applicable New Mexico statutes, and to carry out its obligations under this Agreement, subject to the limitations and conditions stated herein and the availability of sufficient appropriations and revenues therefor.

(c) Lessee's representatives executing this Agreement have been duly authorized to execute and deliver it in accordance with the terms and provisions of the resolution duly passed and adopted by Lessee's governing body.

(d) Lessee's governing body has complied fully with all the provisions in Section 22-26A-6 NMSA 1978 and those in the Open Meetings Act, Chapter 10, Article 15 NMSA 1978 applicable to its actions with regard to this Agreement and the acquisition of the School Site through a lease purchase arrangement.

(e) Lessee has immediate need for, and expects to make immediate use of, the School Site being leased with an option to purchase under this Agreement, which need, at the time of approval hereof, is not temporary or expected to diminish in the foreseeable future.

(f) To Lessee's knowledge, there are no pending or threatened legal actions, suits, proceedings, or inquiries disputing Lessee's authority to execute, deliver, perform on, or expend public funds pursuant to, this Agreement.

(g) Lessee shall not transfer, lease, assign, mortgage, or encumber all or any portion of its interest under this Agreement, or the School Site itself, except in accordance with the terms and conditions hereunder and as provided by law, including Section 22-26A-5(K) NMSA 1978 with respect to assignment of the lease purchase arrangement to any third party.

(h) Lessee shall use and occupy the School Site for the primary purpose of a charter school and the activities directly related thereto, or for such other public school purposes as may be lawfully authorized or permitted by Lessor under New Mexico law.

(i) Lessee shall conform to and comply with all applicable municipal, state, and federal laws, ordinances, rules and regulations in its use of the School Site, and Lessee will not use or suffer to be used the School Site in any manner contrary to any applicable municipal, state, or federal laws, ordinances, rules or regulations, so as to create or cause to exist any nuisance or hazardous condition.

(j) Lessee shall use its best efforts to purchase the School Site from Lessor with funds obtained from lease payment grant assistance from the Public School Capital Outlay Council in accordance with Section 22-24-4(I) NMSA 1978, or from other lawfully available funding sources at the earliest possible time, but in no event shall this Agreement have a final payment date exceeding thirty (30) years after the date of its execution by the parties.

(k) Throughout the Term, Lessee shall make best efforts to maintain and shall apply for renewal of its charter, and, as requested by Lessor from time to time, shall provide Lessor with written evidence, in form and content reasonably satisfactory to Lessor, that Lessee's charter to operate its public charter school remains in full force and effect or accredited and that Lessee continues to be in good standing with its authorizing authority relating to the management, funding and operation of the school. Lessee shall use its best efforts to remain in compliance with all applicable laws and requirements of each authority relating to the ownership, funding and operation of charter schools generally and Lessee further covenants and agrees that it will endeavor to perform and comply with all applicable laws, regulations, terms, conditions and agreements necessary to maintain its Charter School (as such term is defined in Exhibit B attached hereto and made a part hereof) status, and its continued eligibility to receive all public funding for which it, as a public charter school in good standing, is entitled. Lessee further covenants and agrees not to perform any act or enter into any agreement that (i) shall knowingly cause any revocation or adverse modification of or otherwise jeopardize Lessee's charter to operate a public charter school; (ii) shall knowingly adversely affect the funding and operation of Lessee as a public charter school in accordance with all laws, regulations and requirements applicable thereto; (iii) would knowingly threaten or not permit Lessee to continue to receive public funding; or (iv) would knowingly or could result in the curtailment of or ban on student enrollment and/or participation in Lessee's school programs.

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

(m) Lessee shall provide to Lessor the financial, performance and management documentation as set forth in Exhibit F.

(n) Notwithstanding any other provisions of the Agreement, Lessee's governing body represents, warrants and covenants that it has not directly or indirectly undertaken, nor agreed to directly or indirectly undertake, Lessor's debt under any agreement, nor has Lessee pledged, transferred, or granted a security interest in, or assigned to any private third party, public funds, monies, grants or other distributions received, or to be received, by Lessee from or through the state of New Mexico, for the purpose of securing the payment of Lessor's financial obligations, in violation of Article IX, Section 14 of the New Mexico Constitution, or in violation of Article IX, Section 11 of the New Mexico Constitution.

Section 2.2. Representations, Covenants, and Warranties of Lessor. Lessor represents, covenants, and warrants as follows:

(a) Lessor is a limited liability company duly organized, existing, and in good standing under the laws of the State of New Mexico and has full power and authority to enter into this Agreement and to carry out all its obligations hereunder; and Lessor has full power to own, hold, finance, and furnish the School Site in accordance herewith, and to lease and sell the same to Lessee.

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

(c) Lessor warrants that it is in good standing pursuant to the terms of any mortgage or other financial obligation under which either the Land or School Site, or both, has been given as security for the payment of the underlying debt or financial obligation.

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

(e) To the best of Lessor's knowledge, there are no underground storage tanks at the School Site and, to the best of Lessor's knowledge, Lessor has not used the School Site to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, or process pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined in or pursuant to the Resource Conservation and Recovery Act

(42 U.S.C.A. §§6901 *et seq.*) as amended, the comprehensive Environmental Response Compensation and Liability Act (42 U.S.C.A. §§9601 *et seq.*) as amended, or any other related Legal Requirement, and to the best of Lessor's knowledge, Lessor has not caused, and has no knowledge of, the leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of any hazardous substances on or off the School Site on adjacent properties.

ARTICLE III AGREEMENT TO LEASE-PURCHASE

Section 3.1. **Lease.** Lessor hereby leases the School Site to Lessee, and Lessee hereby leases the School Site from Lessor with an option to purchase at a price reduced by the Lease Payments made, upon the terms and conditions set forth in this Agreement, provided that the terms and conditions herein are not in contravention of any applicable laws. This Agreement, once fully executed, shall supersede any prior written agreement for the lease of the School Site.

Section 3.2. **Possession and Enjoyment.** During the Term of this Agreement, Lessor shall provide Lessee with quiet use and enjoyment of the School Site and during such term Lessee shall peaceably and quietly have and hold and enjoy the School Site, without suit, trouble, or hindrance from Lessor, except as expressly set forth herein. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so. Notwithstanding the foregoing, Lessor shall have the right to inspect the School Site as provided in Section 3.3 hereof.

Section 3.3. **Lessor's Access to School Site.** Lessee agrees that following the Commencement Date of this Agreement, Lessor during the Term shall have the right during Lessee's normal working hours on Lessee's normal working days, upon compliance with any security requirements imposed by Lessee and upon reasonable notice, to enter on and examine and inspect the School Site for the purpose of assuring that it is being properly maintained, preserved, and kept in good repair and condition. Lessee further agrees that Lessor shall have such rights of access to the School Site as may be reasonably necessary to cause the proper maintenance of the School Site in the event of failure by Lessee to perform its obligations hereunder, provided that at no time shall Lessor be compelled or required to make any improvements, alterations, or additions to the School Site. In the event of an emergency where access to the School Site by Lessor is necessary to avoid property damage, Lessor shall have such immediate access needed to prevent property damage.

ARTICLE IV TERM OF AGREEMENT

Section 4.1. **Term.** The Term shall commence upon the execution of this Agreement by the parties after separate statutory approval by the Public Education Department and the Public School Facilities Authority, and continue for no more than twenty-five (25) years from the date of its execution by the parties ("Term").

Section 4.2. Termination of Agreement. This Agreement shall terminate upon the occurrence of one of the following events:

- (a) the purchase of the School Site by Lessee pursuant to Article VI hereof; or
- (b) a default by Lessee and Lessor's ensuing election to terminate this Agreement pursuant to Article XI hereof; or
- (c) a default by Lessor and Lessee's ensuing election to terminate this Agreement pursuant to Article XI hereof; or
- (d) if sufficient money is not available to meet the current lease payments; or
- (e) Lessee's charter is revoked or not renewed by the charter authorizer and any adverse final decision by the Secretary of Public Education on such prior action by the chartering authority is not set aside or reversed by the district court pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

There is no legal obligation for Lessee to continue the lease under this Agreement from year to year or to purchase the real property identified in Exhibit "A" hereto, and Lessee's obligation to make Lease Payments and meet any other payment obligations under this Agreement are subject to the appropriation and sufficiency of available funds by Lessee from year to year.

Section 4.3. Effect of Termination of Agreement. Upon termination of this Agreement:

(a) All unaccrued obligations of Lessee hereunder shall terminate, but all obligations of Lessee that have accrued hereunder prior to such termination shall continue until they are discharged in full, subject to Section 22-2-2(C) NMSA 1978 under which the Public Education Department's School Budget and Finance Analysis Bureau has both the authority and responsibility to immediately take over the control and management of Lessee's assets and finances, as well as the powers and duties of Lessee's governing body designated as a board of finance under Section 22-8B-6(L)(4) NMSA 1978; and

(b) If the termination occurs because of the occurrence of a non-appropriation or an Event of Default as defined herein, (i) Lessee's right to possession of the School Site shall terminate; and (ii) Lessee shall, within ninety (90) days, vacate the School Site. If termination occurs because of non-renewal or revocation of Lessee's charter, Lease Payments shall be paid through the last day of occupancy, subject to (i) Section 22-2-2(C) NMSA 1978 as set forth hereinabove; and to (ii) Section 22 8B-12.1(C) NMSA 1978 which provides that when a charter school is closed, its assets shall be distributed first to satisfy outstanding payroll obligations for employees of the charter school, then to creditors of the charter school and then to the State of New Mexico's treasury to the credit of the current school fund.

(c) **Lien on Improvements by Lessee.** If State of New Mexico or Lessee's charter school funds, above those required for lease payments hereunder, are used to construct or acquire improvements on the School Site, the cost of those improvements shall constitute a lien on the School Site in favor of Lessee and then, if this Agreement is terminated prior to the final payment and the release of the security interest or the transfer of title, at the option of the Lessee: (1) Lessee may foreclose the real estate lien; or (2) the current market value of the School Site at the time of termination, as determined by an independent appraisal certified by the New Mexico Taxation and Revenue Department, in excess of the outstanding principal due under this Agreement, shall be paid to Lessee, all in accordance with Section 22-26A-5(H) NMSA 1978. The priority of such statutory lien shall be determined according to New Mexico law, should a legal dispute arise as to the order of satisfaction.

Section 4.4 **Continuation.** The parties stipulate and agree that there is no legal obligation for Lessee to continue the lease under this Agreement from year to year or to purchase the School Site, in accordance with Section 22-26A-5(I) NMSA 1978.

ARTICLE V AGREEMENT PAYMENTS

Section 5.1. **Lease Payments.**

(a) **Obligation to Pay Rent.**

Lessee agrees to pay Lessor, its successors and assigns, for the right to use, improve, and acquire by purchase the School Site, and Lessor agrees to accept as full lease payments for the School Site individual sums equal to the monthly lease amounts set forth in Exhibit "C" to this Agreement ("Rent"), the first one being due and payable on the first (1st) day of the first month following the Commencement Date hereof and each succeeding month thereafter during the Term of this Agreement. Any partial month will be calculated on a *pro rata* basis.

(b) Lessor and Lessee acknowledge and agree that the interest rate for the purchase price, as set forth in Exhibit "C," is subject to change from time to time based on changes in the interest rate on the corresponding or appertaining loan(s) or refinanced loans made to Lessor, provided that (i) any change in the specified principal and interest component of any payment to be made hereunder shall constitute an amendment to this Agreement and shall be approved by the Public Education Department; and (ii) the net effective interest rate thereon shall not exceed the maximum permitted by the Public Securities Act.

(c) A portion of each Lease Payment is paid as, and represents payment of, interest as shown on Exhibit "C" hereto, which sets forth the principal and interest component of each payment made. Upon receipt of each Lease Payment, Lessor shall apply the amount of such payment to principal and interest as shown on Exhibit "C," thereby reducing the purchase price due at each subsequent Option Date.

(d) In any School fiscal year (July 1 to June 30) that this Agreement is in effect, Lessee shall include in the budget proposal to the Public Education Department for the ensuing fiscal

year an amount equal to one hundred percent (100%) of the Lease Payments and other obligations payable by Lessee under this Agreement, not in contravention of New Mexico law. The Lease Payments and other obligations payable by Lessee under this Agreement shall constitute currently appropriated expenditures of Lessee and shall not constitute a debt or multiple fiscal year direct or indirect obligations whatsoever of Lessee or a mandatory charge or requirement against Lessee in any fiscal year (July 1 to June 30) beyond the fiscal year for which such payments have been approved.

(e) Lessor and Lessee agree that the Rent set forth above does not include payments for repairs, maintenance, operating expenses and the like, which are independent obligations of the Lessee, including but not limited to those obligations set forth in Section 7.1, separate and apart from the payment of Rent.

(f) The Rent shall be paid, commencing on the Effective Date and continuing on the first (1st) day of every month during the Term of this Lease by lawful money of the United States of America in the manner reasonably directed by Lessor. The obligation of the Lessee to pay the Rent required under this Lease shall not be abated through accident or unforeseen circumstances. The Lessee shall, during the Term of this Lease, make all payments of Rent when due and shall not withhold any Rent nor shall Lessee 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 Lessee of any rights, claims, or defenses which the Lessee may assert. All Rent and other sums payable by Lessee under this Lease shall be paid by a wire transfer ACH payment from its primary operating account to an account designated by Lessor. Lessor shall, within ninety (90) days of the end of each Lease Year, provide Lessee with an estimated written accounting, prepared in accordance with generally accepted accounting principles, of the sums that it included in Additional Rent pursuant to Section 7.1 herein, during the previous Lease Year. Lessee, at its sole expense, shall have the right at all reasonable times to inspect Lessor's books and records relating to the Lease and the School Site. Lessee understands that such estimated written accounting for any lease year may be revised at any time during the Term of the Lease, but payment of Additional Rent may not occur until the next fiscal year if such Additional Rent expenses were not included in the Lessee's approved annual budget for that year.

(g) Regarding all rentals and other sums, and all covenants, agreements and obligations, to be paid or performed hereunder by Lessee, time is hereby agreed to be of the essence. No payment by Lessee or receipt or acceptance by Lessor or its agent of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or any letter accompanying any check in payment of Rent be deemed an accord and satisfaction; and instead, Lessor may accept such check or payment without prejudice to Lessor's rights to recover the balance of such Rent and/or to pursue any other remedies.

Section 5.2. Funding of Improvements to School Site. Lessee and Lessor agree that Lessee shall not use any funds, other than lease payment grant assistance funds from the Public School Capital Outlay Council in accordance with Section 22-24-4(I) NMSA 1978 or other

legally available funds, to acquire, construct, install, or purchase any Improvement to the School Site during the Term of this Agreement. Prior to any termination of this Agreement as provided hereunder, Lessor may require Lessee to remove at Lessee's own expense any Improvements to the School Site that were funded by Lessee from other funding sources.

Section 5.3 Alterations, Improvements and Fixtures.

(a) Lessee shall neither make nor allow any alterations, additions or improvements to the School Site or any part thereof, including those that will or may affect the structure, the mechanical, electrical, plumbing or HVAC systems of the Improvements on the School Site, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned; provided, that any consent from Lessor is subject to obtaining any consents or approvals required under the Clearinghouse Loan Documents and/or any other Financing documents, as applicable. All of such alterations, additions or improvements, structural or otherwise, must conform to all requirements of any and all applicable laws, codes and regulations, including any municipal laws or local ordinances. Notwithstanding anything in this Section to the contrary, Lessee may make non-structural alterations the cost of which on a per project basis does not exceed Fifty Thousand Dollars (\$50,000.00) without obtaining Lessor's prior written consent, with such consent not to be unreasonably withheld, conditioned or delayed; provided, that any consent from Lessor is subject to obtaining any consents or approvals required under the Clearinghouse Loan Documents, and/or any other Financing documents, as applicable.

(b) If Lessor gives consent as specified above, Lessor may impose, as a condition to such consent, such requirements as Lessor, in its reasonable discretion, may deem necessary or desirable, including without limitation, the right to approve the plans and specifications for any work and the right to impose requirements as to the manner in which or the time or times at which work may be performed. Lessor shall also have the right to approve the contractor or contractors who shall perform any alterations, repairs, additions or improvements in, to or about the Property and to post notices of non responsibility and similar notices, as appropriate.

(c) Except for liens securing the Financing and those statutory liens described in Section 4.3(c) herein, each party shall keep the School Site free from any liens, including, without limitation, those arising out of any work performed on, or materials furnished to, the School Site, or arising from any other obligation incurred by the party. In no event shall one party be deemed to be the agent of the other party and no contractor of either party shall by virtue of its contract be entitled to assert any mechanic's lien against the School Site. If any mechanic's or materialmen's lien is filed against the School Site, for work claimed to have been done for or materials claimed to have been furnished to either party, such lien shall be discharged by the party against whom it was filed within twenty (20) days thereafter, at the party's sole cost and expense, by the payment thereof or by filing any bond or commencing any contest required by law to prevent enforcement of such lien. If the party responsible for such lien shall fail to discharge any such mechanic's or materialman's lien, the party shall automatically be in default and the other party may, at its option, discharge or adjust the next installment of Rent as appropriate; it being expressly covenanted and agreed that such discharge by one party shall not be deemed to waive or release the default of the other party in not discharging the same. To the extent permitted by New Mexico law, and without waiving the immunities and limits of the New Mexico Tort Claims

Act, as applicable, each party shall indemnify and hold harmless the other party and the School Site, from all expenses, liens, claims, actions or damages to person or property in connection with any such lien or the performance of such work or the furnishing of such materials. In the alternative, if either party shall in good faith contest the validity of any such lien, claim, or demand, then such party shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest such party shall at the request of the other party provide such security and take such steps as may be required by law to release the School Site from the effect of such lien. Each party shall be obligated to, and each party reserves the right to, post and maintain on the School Site at any time such notices as shall, in the reasonable judgment of the party, be necessary to protect the party against liability for all such liens or actions.

(d) Any alterations, additions or improvements of any kind to the School Site or any part thereof, except Lessee's furniture and trade fixtures, shall become part of the realty and belong to Lessor and shall be surrendered with the School Site, as a part thereof, upon vacation of the School Site by Lessee; provided, however, that Lessor may, by written notice to Lessee prior to issuance of Lessor's original consent to any alteration, addition, fixture or other improvement, require School to remove any alterations, additions, fixtures or other improvements made by Lessee, and to repair any damage to the School Site caused by such removal, all at Lessee's sole expense.

(e) Any article of personal property, including business and trade fixtures, which were installed by Lessee at its sole expense, shall be and remain the property of Lessee and may be removed by Lessee at any time during the Term provided that Lessee repairs any damage to the School Site caused by such removal upon vacation of the School Site by Lessee.

ARTICLE VI OPTION TO PURCHASE

Section 6.1. Option to Purchase. In consideration of the agreements, promises, and covenants made each to the other in this Agreement, and other good and valuable consideration received, which consideration Lessor acknowledges to be adequate herefor, Lessor grants to Lessee the option to purchase the School Site upon the terms and conditions set forth in this Agreement and as permitted under the Public School Lease Purchase Act.

Section 6.2 Accelerated Sale and Transfer. Lessee may exercise its option to purchase the School Site only on a designated Option Date. "Option Date" shall mean December 15 of 2027, and the corresponding date for each following year during the Term of this Agreement, provided that if the purchase of and transfer of title to the School Site is not completed on or prior to the last Option Date, Lessee's option to purchase hereunder shall expire and thereafter be of no further force or effect.

Section 6.3 Notice of Sale and Transfer. Lessee's option to proceed with the purchase of and transfer of title to the School Site on an Option Date shall be exercised by written notice to Lessor, sent by registered or certified mail to Lessor's address as stated herein, or to any other address designated by Lessor in writing to Lessee. Such written notice shall be given not less than six (6) months prior to the Option Date on which Lessee will exercise its option to proceed with the purchase of and transfer of title to the School Site.

Section 6.4. Purchase Price on Exercise of Option. The Purchase Price for the School Site on exercise of the option to purchase hereunder shall be the amount necessary to pay the outstanding principal balance on the unpaid purchase price as of that Option Date, as set forth in the schedules attached at Exhibit "C" hereto, plus any accrued and unpaid interest to that date, with any penalties for interest forbearance, as well as any associated closing costs and options fees. The interest rate on the principal balance remaining on exercise of the option to purchase shall not exceed the maximum permitted by the Public Securities Act.

Section 6.5. Expenses, Mortgage. The Purchase Price to be paid by Lessee to Lessor shall be a net amount to Lessor, and all expenses in connection with the transfer of the School Site, including title insurance, recording fees, documentary stamps, and any other closing costs, shall be divided evenly by Lessor and Lessee. The Purchase Price shall be paid by Lessee in cash to Lessor concurrent with Lessor's conveyance of the School Site to Lessee by special warranty deed as provided in Section 6.6 hereof.

Section 6.6. Transfer of Title. Except as provided in Section 6.7 hereof, at the closing of the transaction between the parties, Lessor shall convey the School Site to Lessee free and clear of any mortgage, indenture, or other encumbrance of record. The conveyance shall be by a standard form special warranty deed from Lessor to Lessee.

Section 6.7. First Mortgage. Lessee's rights under this Agreement are and shall be subject and subordinate to any underlying mortgage (including a consolidated mortgage), indenture, or deed of trust constituting a first lien on the School Site, or any part thereof, whether such mortgage, indenture, or deed of trust has heretofore been, or may hereafter be, placed upon the School Site to secure Lessor's indebtedness to any bank or other financial institution, trust company, or other financial lender, whether private or public, for the purchase of the School Site and Improvements, or to any renewal, modification, consolidation, replacement, or extension of any such mortgage, indenture, or deed of trust. This subordination clause applies only to a first mortgage securing any indebtedness that on any Option Date will not exceed the purchase price when the option to purchase hereunder is then exercised. This subordination clause shall be self-operative and no further instrument of subordination shall be required. Lessee shall, nevertheless, execute and deliver, from time to time, any instrument and certificate affirming and confirming such subordination that Lessor may reasonably request. Lessor will cause any such mortgage, indenture, or deed of trust to contain provisions requiring the holder of the indebtedness secured thereby to mail to Lessee by registered mail, addressed to Lessee at its office as set forth in this Agreement, a copy of each notice of breach of covenant, default, or foreclosure given by the holder or the trustee under such mortgage, indenture, or deed of trust to Lessor. Notwithstanding the provisions of Section 6.3 hereof, Lessee may, upon receiving notice of breach of covenant,

default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided after the first Option Date, exercise the option to purchase at the following purchase price: the amount which would have been payable, as provided in Section 6.5 hereof, at the next succeeding Option Date, plus 1/365ths of the difference between that amount and the amount which would have been payable, as provided in Section 6.5 hereof, at the last preceding Option Date, multiplied by the number of days remaining between the settlement date and the next succeeding Option Date. Notwithstanding the provisions of Article VI hereof, Lessee may, upon receiving notice of breach of covenant, default, or foreclosure under any such mortgage, indenture, or deed of trust as herein provided before the first Option Date, exercise the option to purchase set forth herein by paying the then-outstanding principal amount of the debt secured by mortgage, indenture, or deed of trust plus any accrued and unpaid interest and any amounts necessary to pay all amounts due to the first call date secured by the mortgage, indenture, or deed of trust.

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

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

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

Section 6.11. Priority. The option to purchase set forth herein shall be a covenant running with the Land, and no conveyance, transfer, easement, or encumbrance thereof shall defeat or adversely affect the option to purchase hereunder.

Section 6.12. Assignment of Option; Binding Effect. With the prior approval of Lessor, which shall not be unreasonably withheld, the option to purchase hereunder is assignable, without cost to Lessee, and with all of the rights and benefits of its predecessor in interest being transferred to the assignee, to (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions.

Section 6.13. Prepayment. The amounts due under this Agreement are subject to prepayment, in their entirety and not partially, at the option of Lessee's governing body at such time or times and upon such terms and conditions, as determined by Lessee's governing body. Beginning with the first Option Date, the parties may proceed to closing on the purchase of the School Site at any time, without assessment of costs, expenses, or penalties, except that Lessee agrees to pay any penalties for interest forbearance on any of Lessor's loans secured by the School Site.

**ARTICLE VII
MAINTENANCE AND INSURANCE**

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

To the extent that Lessee fails to maintain, repair or replace the Improvements, Lessor shall have the right to enter the School Site and perform such work. All of Lessor's reasonable out of pocket costs associated with the responsibilities listed above shall be included as Additional Rent. To the extent it is commercially feasible, all utilities servicing the Property shall be listed and contracted with the utility provider in Lessee's name and Lessee shall contract directly with vendors of its choice for the services defined as Operating Expenses below. To the extent it is not commercially feasible for Lessee to contract directly with utility providers and other vendors for such services, Lessee further covenants and agrees to pay to Lessor as Additional Rent during the Term and during any holdover term the Operating Expenses and (if applicable) Real Estate Taxes as defined herein. "Operating Expenses" shall mean any and all reasonable out-of-pocket expenses actually incurred and paid by Lessor that is directly in connection with the management of the School Site, and, except as specifically set forth herein as the responsibility of Lessor, the operation, maintenance and repair of the School Site, including but not limited to: utilities; water and sewer charges; casualty and liability insurance; repairs and maintenance; snow removal; cleaning; repair and maintenance of grounds; service or management contracts; landscaping expenses; any other items listed as "Operating Expenses" elsewhere in this Lease; and the cost of capital improvements made to the Property which are installed by Lessor to improve the operating efficiency of any system within the Property with the good faith intent to reduce Operating Expenses (the said items described herein being defined herein as "Permitted Capital Improvements"), provided that such Permitted Capital Improvements shall be amortized over their useful lives as reasonably determined by Lessor and agreed to by Lessee.

It is anticipated that all Operating Expenses will be paid directly by Lessee and that Lessor will not pay any such Operating Expenses; however, if during the Term of the Lease Lessor does pay any such Operating Expenses, Lessee will reimburse Lessor within thirty (30) days of written

demand, which demand shall include all information necessary to fully explain the Operating Expenses paid by Lessor for which reimbursement is sought or if such funds are not available in the then current school fiscal year, such Operating Expenses shall be added to the following year's Additional Rent calculation.

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

Section 7.3. Lessee's Insurance Obligations.

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

(b) **Property Insurance.** Subject to the availability of such coverage from the New Mexico Public Schools Insurance Authority, Lessee shall also carry and maintain or cause to be carried and maintained in full force and effect during the Term and any renewal thereof, at Lessee's sole cost and expense, fire and extended coverage insurance upon the School Site, including all buildings, alterations, additions, and improvements in an amount equal to their replacement values. Lessor and any lending institution(s) of record shall be named as additional insureds and loss payees on the Property Insurance Policy and shall be provided with a copy of this policy annually on the anniversary date of the Policy. In the event that the School Site should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, Lessee shall have the option to either continue this Agreement and

use the insurance proceeds to replace or repair the School Site and on Lessor's behalf, or terminate this Agreement and tender to the Lessor all such insurance proceeds attributable to the loss or damage to the School Site. If for any reason Lessee is prohibited by law or regulation from carrying such insurance, Lessor may obtain such insurance, and Lessee shall pay the premiums of such insurance as Operating Expenses.

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

Section 7.5. Liens. Neither Lessee nor Lessor shall directly or indirectly, create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Improvements, other than the individual rights of Lessor and Lessee as herein provided. Except as otherwise expressly provided herein, Lessor and Lessee shall promptly, at their own expense, take such action as may be necessary to duly discharge or remove any such mortgage, other than existing mortgages or subsequent mortgages as agreed to by the parties in writing, pledge, lien, charge, encumbrance or claim if the same shall arise at any time, during the respective party's control of the School Site and each party shall reimburse the other for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance, or claim which arose during the control of the School Site. Nothing herein shall limit the Lessor's right to refinance or restructure debt against the School Site; however, no refinance or restructure shall impair Lessee's rights under the terms of this Agreement. Lessee covenants and agrees to execute and deliver, upon demand, such further reasonable instrument or instruments subordinating this Agreement to the lien of any mortgage or mortgages as shall be desired by Lessor and any mortgagees or proposed mortgagees, provided such documents contain commercially reasonable non-disturbance agreements. Lessor, within thirty (30) days of refinancing or restructuring, shall provide notification to Lessee with certification from the financial institution that this Agreement does not violate any term or condition of the restructured or refinanced obligation and Lessor shall pay for any of Lessee's costs associated with said refinancing.

ARTICLE VIII CONDEMNATION; USE OF NET PROCEEDS

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

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

ARTICLE IX LESSEE'S IMPROVEMENTS, EQUIPMENT, AND WARRANTIES

Section 9.1. Improvements to School Site. Lessee, at its own expense, may remodel, or make additions, modifications, or improvements to the School Site, provided that (i) such remodeling, modifications and additions shall not in any way damage the School Site as it existed prior thereto, and shall become part of the School Site, subject to the provisions of Section 4.3(c) hereof; (ii) the value of the School Site after such remodeling, modifications, and additions shall be at least as great as the value of the School Site prior thereto; and (iii) the School Site, after such remodeling, modifications, and additions, shall continue to be used as set forth herein and shall otherwise be subject to the terms of this Agreement. Capital improvements made by Lessor to the School Site, if any, shall not change the Lease Payments or the Purchase Price without a written amendment to this Agreement approved by the Public Education Department. Any such Improvements shall require Lessor's consent if the aggregate cost of the Improvements exceeds \$50,000.

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

Section 9.3. Warranties. Upon acceptance and purchase of the School Site by Lessee pursuant to Article VI hereof, Lessor shall assign to Lessee, all of its interest, if any in all warranties and guarantees or other contract rights against architects, builders, contractors, subcontractors, suppliers, materialmen or manufacturers for the School Site, express or implied,

issued on or applicable to the School Site, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessee's sole remedy for the breach of such warranties and guarantees shall be against the provider of such work, service, equipment or materials made to or on the School Site and not against Lessor, nor shall such matter have any effect whatsoever on the rights of the Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder.

Section 9.4. Disclaimer of Warranties. Upon acceptance of the School Site by the Lessee, Lessor makes no warranty or representation except as stated in Section 9.3 hereof, either express or implied, as to the value, design, condition, merchantability, or fitness for any particular purpose or fitness for the use contemplated by Lessee of the School Site, or any other representation or warranty with respect to the School Site. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any portion of the Improvements provided for in this Agreement.

ARTICLE X ASSIGNMENT, SUBLEASING, MORTGAGING, AND SELLING

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

With the prior approval of Lessor, which shall not be unreasonably withheld, this Agreement is assignable by the parties, without cost to Lessee and with all of the rights and benefits of its predecessor in interest in being transferred to the assignee to: (a) a New Mexico school district or charter school; or (b) the State of New Mexico or one of its institutions, instrumentalities, or other political subdivisions. Nothing in Section 10.1 shall be construed to prohibit, limit, or restrict Lessee's ability to enter into a joint powers agreement for the shared use of the School Site, provided that each party to such agreement is a "public agency" as defined in the Joint Powers Agreement Act, Sections 11-1-1 through 11-1-7 NMSA 1978, and that both public agencies are authorized by their legislative or other governing bodies to jointly exercise any power common to the contracting parties as provided by law.

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

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

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. Each of the following shall constitute an "Event of Default" under this Agreement, and the terms "Event of Default" and "Default" shall mean, whenever they are used herein, any one or more of the following events whether occurring voluntarily or involuntarily, by operation of law, or pursuant to any order of any New Mexico governmental agency or court of competent jurisdiction:

(a) Failure by Lessee to make any payments under this Agreement as and when due from any lawful source of funds, except where sufficient money is not available to meet the current lease payments; or

(b) Any representation made by Lessee or Lessor hereunder later found to be untrue in any material respect as of the date it was made; or

(c) Lessee or Lessee making, permitting, or suffering any unauthorized assignment, transfer, or other disposition of this Agreement or any interest hereunder, or any part of the School Site or any interest therein; or

(d) Failure by either Lessor or Lessee to observe and perform any covenant, condition, or agreement, other than as described in Section 11.1(a) hereof or its parts, to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given by the nondefaulting party unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided that if the failure stated in the notice cannot be corrected within the applicable period, the nondefaulting party shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the defaulting party within the applicable period and diligently pursued until the default is corrected; or

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

(f) The revocation or nonrenewal of Lessee's charter by the Public Education Commission and the failure by the appellate courts to set aside or reverse any adverse final

decision by the Secretary of Public Education on such prior action by the chartering authority, pursuant to the provisions of Section 39-3-1.1 NMSA 1978.

Section 11.2. Remedies of Lessor upon Event of Default. Upon the happening and uncured continuance of any event of default specified in Article XI of this Agreement, Lessor or its assigns may, without any further demand or notice to Lessee, take one or any combination of the following remedial steps:

(a) Terminate this Agreement and give written notice to Lessee to vacate the School Site within ninety (90) days from the date of such notice, subject to Section 22-2-2(C) NMSA 1978 and Section 22-8B-12.1(C) NMSA 1978.

(b) Lease all or any portion of the School Site as permitted by New Mexico law.

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

(d) Take whatever action either at law or in equity as Lessor or its legal counsel shall deem most effectual to protect and enforce this Agreement and Lessor's rights hereunder.

Section 11.3. Remedies of Lessee upon Event of Default. Upon the happening and continuance of any event of default specified in Article XI of this Agreement, Lessee or its assigns may, without any further demand or notice to Lessor, take one or any combination of the following remedial steps:

(a) Terminate this Agreement and give written notice to Lessor that Lessee shall vacate the School Site within ninety (90) days from the date of such notice;

(b) Take whatever steps are necessary to remedy Lessor's default under any existing mortgage or other underlying debt or financial obligation of record, the payment of which is secured by either the Land or School Site, or both, and thereafter subtract any amounts so paid by Lessee from any payments due to Lessor under this Agreement, whether designated as Lease Payments and/or operating expenses or otherwise, until Lessee has been fully reimbursed;

(c) Take whatever action either at law or in equity as Lessee or its legal counsel shall deem most effectual to protect and enforce this Agreement and Lessee's rights hereunder.

Section 11.4. Force Majeure. The provisions of Sections 11.1 and 11.2 of this Agreement are subject to the following limitations: if by reason of *force majeure* Lessee or Lessor is unable in whole or in part to carry out its obligations under this Agreement, Lessor or Lessee shall not be deemed in default during the continuance of such inability or during any other delays which are a direct consequence of the *force majeure* inability. The term "*force majeure*" as used herein

shall mean, without limitation: 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, the State of New Mexico or any of their departments, agencies or officials, or any civil or military authority other than Lessee or Lessor; insurrections; riots; earthquakes; fires; storms; drought; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessor or Lessee and not resulting from the negligence of the party claiming a force majeure event. Lessor and Lessee agree, however, to remedy with all reasonable dispatch the cause or causes preventing them from carrying out their respective obligation under this Agreement; provided that the settlement of strikes, lockouts and other industrial disturbances shall not be required if in the judgment of the party raising the defense of *force majeure*, acceding to the demands of the person or persons creating the strike, lockout or industrial disturbance, would be injurious to such party.

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

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

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

(a) Any dispute to be arbitrated pursuant to the provisions of this Section shall be determined by binding arbitration before a single arbitrator (the "Arbitrator") under the auspices of the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Such arbitration shall be initiated by either party, within thirty days after either party sends written

notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to AAA. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The parties may agree on the selection of an Arbitrator.

(b) The arbitration shall be conducted in the greater Santa Fe metropolitan area or Santa Fe County and, unless otherwise agreed by the parties, must be completed within 180 days. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the parties according to the substantive and procedural laws of New Mexico and the terms and provisions of this Agreement. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the First Judicial District Court, Santa Fe County, New Mexico in accordance with the New Mexico Uniform Arbitration Act. The Arbitrator may award injunctive relief. The Arbitrator may award costs, including without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any as determined by the Arbitrator in his or her discretion. A party shall be determined by the Arbitrator to be the prevailing party if its proposal for the resolution of the dispute in the discretion of the Arbitrator was closest to that adopted by the Arbitrator.

ARTICLE XII TITLE

Section 12.1. Title to Improvements. During the Term, Lessor shall hold legal title to the School Site and any and all additions which comprise repairs, replacements, substitutions, or modifications, and Lessee shall retain an equitable lien on the title to the School Site and any and all repairs, replacements, substitutions, and modifications to it, unless otherwise agreed to by the parties in writing.

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

ARTICLE XIII HAZARDOUS MATERIALS LAWS

Section 13.1. Compliance with all Hazardous Materials Laws. As of the Commencement Date, Lessee, shall at all times keep and maintain the School Site in compliance with and shall not cause or permit the School Site or any activities conducted thereon to be in violation of any federal, state or local law, ordinance or regulation relating to commercial or industrial hygiene, environmental safety or the environmental conditions on, under or about the School Site, including, but not limited to, air, soil, subsurface and ground water conditions. Lessee shall not permit any subtenant or other occupant of the School Site, except in accordance with applicable Hazardous Materials Laws as hereinafter defined, to use, generate, manufacture, store, produce,

release, discharge, dispose of or otherwise permit the presence of, on, under or about the premises or transport to or from the School Site any explosives (flammable or otherwise), radioactive materials, pollutants, contaminants, hazardous wastes, hazardous air pollutants, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "hazardous pollutants" or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials"). Hazardous materials shall include petroleum products. Upon request of Lessor, Lessee will prepare and provide such reports as will evidence compliance by Lessee with Hazardous Materials Laws, and which will evidence that the School Site and the uses thereon are in compliance with Hazardous Materials Laws. Either party shall immediately advise the other party in writing of its discovery of or receipt of notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, regulations, orders or publications relating to any Hazardous Materials affecting the School Site ("Hazardous Materials Laws"); (ii) any use, generation, manufacture, production, release, discharge, storage or disposal of Hazardous Materials, or substantial threat of any of the foregoing, on, under or about the School Site; (iii) all claims made or threatened by any third party against a party or the School Site relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (iii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iv) any occurrence or condition on any property adjoining or in the vicinity of the School Site that could cause the School Site to be subject to any restrictions on the ownership, Completion, transferability or use of the premises under any Hazardous Materials Law.

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

Section 13.3. Remedial Action Required. Without Lessor's prior written consent, which shall not be unreasonably withheld, Lessee shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the School Site, nor enter into any settlement agreement, consent decree, or other compromise in response to any Hazardous Materials claim, which remedial action, settlement, consent or compromise might, in Lessor's reasonable judgment, impair the value of Lessor's fee interest in the School Site; provided,

however, that prior consent shall not be necessary in the event that: (i)(a) the presence of Hazardous Materials on, under, or about the School Site either poses an immediate threat or is of such a nature that an immediate remedial response is necessary; or (b) any delay in taking such remedial action would result in the imposition of periodic or daily fines; and (c) such action is required by government order; and (ii) it is not possible to obtain Lessor's consent before taking such action; provided that in such event notice shall be given as soon as practicable of any action so taken. Lessor agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Lessee establishes to the reasonable satisfaction of Lessor that there is no reasonable alternative to such remedial action that would result in less impairment to the value of Lessor's interest in the School Site.

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

ARTICLE XIV LIMITATION OF LIABILITY

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

ARTICLE XV MISCELLANEOUS

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

Lessor: CSDCPC TECS, LLC
c/o Charter Schools Development Corporation
7880 Milestone Parkway, Suite 425
Hanover, MD 21076
Attention: Laura Fiemann, Chief Development Officer
lfie mann@csdc.org

With a copy to: Macdonald + Macdonald PC
181 Harry S. Truman Parkway, Suite 260

Annapolis, MD 21401
Attention: Alan S. Macdonald
alan@macmaclaw.com

The School: **Governing Council President**
Tierra Encantada Charter School
4601 B Mission Bend
Santa Fe, NM 87507

With a copy to **Matthews Fox PC**
1925 Aspen Drive, Suite 301A
Santa Fe, New Mexico 87505
Attn: Susan B. Fox
Facsimile No.: (505) 474-3727
sfox@matthewsfox.com

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

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

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

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

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

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

Section 15.8. Lessor and Lessee Representatives. Whenever under the provisions of this Agreement the approval of Lessor or Lessee is required, or Lessor or Lessee is required to take

some action at the request of the other, such approval or such request shall be given for Lessor by a Lessor Representative and for Lessee by a Lessee Representative, and any party hereto shall be authorized to rely upon any such approval or request.

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

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

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

Section 15.12. Administrative Approval. Pursuant to Section 22-26A-4 NMSA 1978, the parties to this Agreement acknowledge that they have obtained the required statutory approval from both the Public Education Department and the Public School Facilities Authority.

IN WITNESS WHEREOF, Lessor and Lessee, each acting through their duly authorized agent or legal representative, have made and executed this Agreement as of the date first above.

LESSOR:

CSDCPC TECS, LLC, a Delaware limited liability company,

BY: CSDC PROPERTY CORPORATATION, an Arizona nonprofit corporation, its sole member,

By:

Name: Laura Fiemann

Title: Chief Development Officer and SVP

LESSEE:

TIERRA ENCANTADA CHARTER SCHOOL, A New Mexico public charter school,

By:

Name:

Joseph Salazar

Title:

Governance Board President

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

The foregoing LEASE PURCHASE ARRANGEMENT was acknowledged before me this ___ day of _____, 2022, by Laura Fiemann, as Senior Vice President of CSDC Property Corporation, an Arizona nonprofit corporation, the sole member of CSDCPC TECS, LLC, on behalf of the corporation.

(Seal)

Notary Public

My Commission Expires:

EXHIBIT A

Description of Property:

A 28,441 sq foot facility on 9.6 acres at 4601 B Mission Bend, Santa Fe, New Mexico 87507

Legal Description

Lot 21-A, The Light at Mission Viejo lying within Section 9, T16N, R9E, NMPM, Santa Fe County, New Mexico

EXHIBIT B

The definition of a charter school under this Agreement of Lease is the same as the definition used by the U.S. Department of Education's Public the Charter Schools Program (PCSP): A charter school is a public school that

(A) in accordance with a specific State statute authorizing the granting of charters to schools, is exempted from significant State or local rules that inhibit the flexible operation and management of public schools, but not from any rules relating to the other requirements of this paragraph;

(B) is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and direction;

(C) has a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency;

(D) provides a program of elementary or secondary education, or both;

(E) is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution;

(F) does not charge tuition;

(G) complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, and part B of the Individuals with Disabilities Education Act;

(H) is a school to which parents choose to send their children, and that -

- (i) admits students on the basis of a lottery, if more students apply for admission than can be accommodated;
- (ii) in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i);

(I) agrees to comply with the same Federal and State audit requirements as do other elementary and secondary schools in the State, unless such requirements are specifically waived for the purpose of this program;

(J) meets all applicable Federal, State, and local health and safety requirements;

(K) operates in accordance with State law; and

(L) has a written performance contract with the authorized public chartering agency in the State that includes a description of how student performance will be measured in charter schools pursuant to State assessments that are required of other schools and pursuant to any other assessments mutually agreeable

to the authorized public chartering agency and the charter school.

EXHIBIT C

Tierra Encantada LPA Schedule

Purchase Price: \$6,062,000
 Down Payment: \$2,200,000
 Interest Rate: 8.08%

	Date	Payment	Interest	Principal	Balance
	11/30/2022				6,062,000.00
1	11/30/2022	2,200,000.00	0.00	2,200,000.00	3,862,000.00
2	12/01/2022	29,833.13	855.55	28,977.58	3,833,022.42
3	01/01/2023	29,833.13	25,827.69	4,005.44	3,829,016.98
4	02/01/2023	29,833.13	25,800.70	4,032.43	3,824,984.55
5	03/01/2023	29,833.13	25,773.53	4,059.60	3,820,924.95
6	04/01/2023	29,833.13	25,746.17	4,086.96	3,816,837.99
7	05/01/2023	29,833.13	25,718.63	4,114.50	3,812,723.49
8	06/01/2023	29,833.13	25,690.91	4,142.22	3,808,581.27
9	07/01/2023	29,833.13	25,663.00	4,170.13	3,804,411.14
10	08/01/2023	29,833.13	25,634.90	4,198.23	3,800,212.91
11	09/01/2023	29,833.13	25,606.61	4,226.52	3,795,986.39
12	10/01/2023	29,833.13	25,578.13	4,255.00	3,791,731.39
13	11/01/2023	29,833.13	25,549.46	4,283.67	3,787,447.72
14	12/01/2023	29,833.13	25,520.60	4,312.53	3,783,135.19
15	01/01/2024	29,833.13	25,491.54	4,341.59	3,778,793.60
16	02/01/2024	29,833.13	25,462.28	4,370.85	3,774,422.75
17	03/01/2024	29,833.13	25,432.83	4,400.30	3,770,022.45
18	04/01/2024	29,833.13	25,403.18	4,429.95	3,765,592.50
19	05/01/2024	29,833.13	25,373.33	4,459.80	3,761,132.70
20	06/01/2024	29,833.13	25,343.28	4,489.85	3,756,642.85
21	07/01/2024	29,833.13	25,313.03	4,520.10	3,752,122.75
22	08/01/2024	29,833.13	25,282.57	4,550.56	3,747,572.19
23	09/01/2024	29,833.13	25,251.91	4,581.22	3,742,990.97
24	10/01/2024	29,833.13	25,221.04	4,612.09	3,738,378.88
25	11/01/2024	29,833.13	25,189.96	4,643.17	3,733,735.71
26	12/01/2024	29,833.13	25,158.67	4,674.46	3,729,061.25
27	01/01/2025	29,833.13	25,127.18	4,705.95	3,724,355.30
28	02/01/2025	29,833.13	25,095.47	4,737.66	3,719,617.64
29	03/01/2025	29,833.13	25,063.54	4,769.59	3,714,848.05
30	04/01/2025	29,833.13	25,031.41	4,801.72	3,710,046.33
31	05/01/2025	29,833.13	24,999.05	4,834.08	3,705,212.25
32	06/01/2025	29,833.13	24,966.48	4,866.65	3,700,345.60
33	07/01/2025	29,833.13	24,933.68	4,899.45	3,695,446.15
34	08/01/2025	29,833.13	24,900.67	4,932.46	3,690,513.69

Tierra Encantada LPA Schedule

35	09/01/2025	29,833.13	24,867.44	4,965.69	3,685,548.00
36	10/01/2025	29,833.13	24,833.98	4,999.15	3,680,548.85
37	11/01/2025	29,833.13	24,800.29	5,032.84	3,675,516.01
38	12/01/2025	29,833.13	24,766.38	5,066.75	3,670,449.26
39	01/01/2026	29,833.13	24,732.24	5,100.89	3,665,348.37
40	02/01/2026	29,833.13	24,697.87	5,135.26	3,660,213.11
41	03/01/2026	29,833.13	24,663.26	5,169.87	3,655,043.24
42	04/01/2026	29,833.13	24,628.43	5,204.70	3,649,838.54
43	05/01/2026	29,833.13	24,593.36	5,239.77	3,644,598.77
44	06/01/2026	29,833.13	24,558.05	5,275.08	3,639,323.69
45	07/01/2026	29,833.13	24,522.51	5,310.62	3,634,013.07
46	08/01/2026	29,833.13	24,486.72	5,346.41	3,628,666.66
47	09/01/2026	29,833.13	24,450.70	5,382.43	3,623,284.23
48	10/01/2026	29,833.13	24,414.43	5,418.70	3,617,865.53
49	11/01/2026	29,833.13	24,377.92	5,455.21	3,612,410.32
50	12/01/2026	29,833.13	24,341.16	5,491.97	3,606,918.35
51	01/01/2027	29,833.13	24,304.15	5,528.98	3,601,389.37
52	02/01/2027	29,833.13	24,266.90	5,566.23	3,595,823.14
53	03/01/2027	29,833.13	24,229.39	5,603.74	3,590,219.40
54	04/01/2027	29,833.13	24,191.63	5,641.50	3,584,577.90
55	05/01/2027	29,833.13	24,153.62	5,679.51	3,578,898.39
56	06/01/2027	29,833.13	24,115.35	5,717.78	3,573,180.61
57	07/01/2027	29,833.13	24,076.82	5,756.31	3,567,424.30
58	08/01/2027	29,833.13	24,038.03	5,795.10	3,561,629.20
59	09/01/2027	29,833.13	23,998.99	5,834.14	3,555,795.06
60	10/01/2027	29,833.13	23,959.67	5,873.46	3,549,921.60
61	11/01/2027	29,833.13	23,920.10	5,913.03	3,544,008.57
62	12/01/2027	29,833.13	23,880.25	5,952.88	3,538,055.69
63	01/01/2028	29,833.13	23,840.14	5,992.99	3,532,062.70
64	02/01/2028	29,833.13	23,799.76	6,033.37	3,526,029.33
65	03/01/2028	29,833.13	23,759.11	6,074.02	3,519,955.31
66	04/01/2028	29,833.13	23,718.18	6,114.95	3,513,840.36
67	05/01/2028	29,833.13	23,676.97	6,156.16	3,507,684.20
68	06/01/2028	29,833.13	23,635.49	6,197.64	3,501,486.56
69	07/01/2028	29,833.13	23,593.73	6,239.40	3,495,247.16
70	08/01/2028	29,833.13	23,551.69	6,281.44	3,488,965.72
71	09/01/2028	29,833.13	23,509.36	6,323.77	3,482,641.95
72	10/01/2028	29,833.13	23,466.75	6,366.38	3,476,275.57
73	11/01/2028	29,833.13	23,423.85	6,409.28	3,469,866.29
74	12/01/2028	29,833.13	23,380.67	6,452.46	3,463,413.83
75	01/01/2029	29,833.13	23,337.19	6,495.94	3,456,917.89
76	02/01/2029	29,833.13	23,293.42	6,539.71	3,450,378.18
77	03/01/2029	29,833.13	23,249.35	6,583.78	3,443,794.40
78	04/01/2029	29,833.13	23,204.99	6,628.14	3,437,166.26

Tierra Encantada LPA Schedule

79	05/01/2029	29,833.13	23,160.33	6,672.80	3,430,493.46
80	06/01/2029	29,833.13	23,115.37	6,717.76	3,423,775.70
81	07/01/2029	29,833.13	23,070.10	6,763.03	3,417,012.67
82	08/01/2029	29,833.13	23,024.53	6,808.60	3,410,204.07
83	09/01/2029	29,833.13	22,978.65	6,854.48	3,403,349.59
84	10/01/2029	29,833.13	22,932.46	6,900.67	3,396,448.92
85	11/01/2029	29,833.13	22,885.97	6,947.16	3,389,501.76
86	12/01/2029	29,833.13	22,839.16	6,993.97	3,382,507.79
87	01/01/2030	29,833.13	22,792.03	7,041.10	3,375,466.69
88	02/01/2030	29,833.13	22,744.58	7,088.55	3,368,378.14
89	03/01/2030	29,833.13	22,696.82	7,136.31	3,361,241.83
90	04/01/2030	29,833.13	22,648.73	7,184.40	3,354,057.43
91	05/01/2030	29,833.13	22,600.32	7,232.81	3,346,824.62
92	06/01/2030	29,833.13	22,551.59	7,281.54	3,339,543.08
93	07/01/2030	29,833.13	22,502.52	7,330.61	3,332,212.47
94	08/01/2030	29,833.13	22,453.13	7,380.00	3,324,832.47
95	09/01/2030	29,833.13	22,403.40	7,429.73	3,317,402.74
96	10/01/2030	29,833.13	22,353.34	7,479.79	3,309,922.95
97	11/01/2030	29,833.13	22,302.94	7,530.19	3,302,392.76
98	12/01/2030	29,833.13	22,252.20	7,580.93	3,294,811.83
99	01/01/2031	29,833.13	22,201.12	7,632.01	3,287,179.82
100	02/01/2031	29,833.13	22,149.69	7,683.44	3,279,496.38
101	03/01/2031	29,833.13	22,097.92	7,735.21	3,271,761.17
102	04/01/2031	29,833.13	22,045.80	7,787.33	3,263,973.84
103	05/01/2031	29,833.13	21,993.32	7,839.81	3,256,134.03
104	06/01/2031	29,833.13	21,940.50	7,892.63	3,248,241.40
105	07/01/2031	29,833.13	21,887.31	7,945.82	3,240,295.58
106	08/01/2031	29,833.13	21,833.77	7,999.36	3,232,296.22
107	09/01/2031	29,833.13	21,779.87	8,053.26	3,224,242.96
108	10/01/2031	29,833.13	21,725.61	8,107.52	3,216,135.44
109	11/01/2031	29,833.13	21,670.98	8,162.15	3,207,973.29
110	12/01/2031	29,833.13	21,615.98	8,217.15	3,199,756.14
111	01/01/2032	29,833.13	21,560.61	8,272.52	3,191,483.62
112	02/01/2032	29,833.13	21,504.87	8,328.26	3,183,155.36
113	03/01/2032	29,833.13	21,448.75	8,384.38	3,174,770.98
114	04/01/2032	29,833.13	21,392.26	8,440.87	3,166,330.11
115	05/01/2032	29,833.13	21,335.38	8,497.75	3,157,832.36
116	06/01/2032	29,833.13	21,278.12	8,555.01	3,149,277.35
117	07/01/2032	29,833.13	21,220.47	8,612.66	3,140,664.69
118	08/01/2032	29,833.13	21,162.44	8,670.69	3,131,994.00
119	09/01/2032	29,833.13	21,104.02	8,729.11	3,123,264.89
120	10/01/2032	29,833.13	21,045.20	8,787.93	3,114,476.96
121	11/01/2032	29,833.13	20,985.98	8,847.15	3,105,629.81

Tierra Encantada LPA Schedule

12/01/2032					
Payments					
122	subject to Adjustment	29,833.13	20,926.37	8,906.76	3,096,723.05
123	01/01/2033	29,833.13	20,866.35	8,966.78	3,087,756.27
124	02/01/2033	29,833.13	20,805.93	9,027.20	3,078,729.07
125	03/01/2033	29,833.13	20,745.11	9,088.02	3,069,641.05
126	04/01/2033	29,833.13	20,683.87	9,149.26	3,060,491.79
127	05/01/2033	29,833.13	20,622.22	9,210.91	3,051,280.88
128	06/01/2033	29,833.13	20,560.15	9,272.98	3,042,007.90
129	07/01/2033	29,833.13	20,497.67	9,335.46	3,032,672.44
130	08/01/2033	29,833.13	20,434.77	9,398.36	3,023,274.08
131	09/01/2033	29,833.13	20,371.44	9,461.69	3,013,812.39
132	10/01/2033	29,833.13	20,307.68	9,525.45	3,004,286.94
133	11/01/2033	29,833.13	20,243.50	9,589.63	2,994,697.31
134	12/01/2033	29,833.13	20,178.88	9,654.25	2,985,043.06
135	01/01/2034	29,833.13	20,113.83	9,719.30	2,975,323.76
136	02/01/2034	29,833.13	20,048.34	9,784.79	2,965,538.97
137	03/01/2034	29,833.13	19,982.41	9,850.72	2,955,688.25
138	04/01/2034	29,833.13	19,916.03	9,917.10	2,945,771.15
139	05/01/2034	29,833.13	19,849.21	9,983.92	2,935,787.23
140	06/01/2034	29,833.13	19,781.93	10,051.20	2,925,736.03
141	07/01/2034	29,833.13	19,714.21	10,118.92	2,915,617.11
142	08/01/2034	29,833.13	19,646.02	10,187.11	2,905,430.00
143	09/01/2034	29,833.13	19,577.38	10,255.75	2,895,174.25
144	10/01/2034	29,833.13	19,508.28	10,324.85	2,884,849.40
145	11/01/2034	29,833.13	19,438.70	10,394.43	2,874,454.97
146	12/01/2034	29,833.13	19,368.66	10,464.47	2,863,990.50
147	01/01/2035	29,833.13	19,298.15	10,534.98	2,853,455.52
148	02/01/2035	29,833.13	19,227.17	10,605.96	2,842,849.56
149	03/01/2035	29,833.13	19,155.70	10,677.43	2,832,172.13
150	04/01/2035	29,833.13	19,083.75	10,749.38	2,821,422.75
151	05/01/2035	29,833.13	19,011.32	10,821.81	2,810,600.94
152	06/01/2035	29,833.13	18,938.40	10,894.73	2,799,706.21
153	07/01/2035	29,833.13	18,864.99	10,968.14	2,788,738.07
154	08/01/2035	29,833.13	18,791.09	11,042.04	2,777,696.03
155	09/01/2035	29,833.13	18,716.68	11,116.45	2,766,579.58
156	10/01/2035	29,833.13	18,641.78	11,191.35	2,755,388.23
157	11/01/2035	29,833.13	18,566.37	11,266.76	2,744,121.47
158	12/01/2035	29,833.13	18,490.45	11,342.68	2,732,778.79
159	01/01/2036	29,833.13	18,414.02	11,419.11	2,721,359.68
160	02/01/2036	29,833.13	18,337.08	11,496.05	2,709,863.63
161	03/01/2036	29,833.13	18,259.61	11,573.52	2,698,290.11
162	04/01/2036	29,833.13	18,181.63	11,651.50	2,686,638.61

Tierra Encantada LPA Schedule

163	05/01/2036	29,833.13	18,103.12	11,730.01	2,674,908.60
164	06/01/2036	29,833.13	18,024.08	11,809.05	2,663,099.55
165	07/01/2036	29,833.13	17,944.51	11,888.62	2,651,210.93
166	08/01/2036	29,833.13	17,864.40	11,968.73	2,639,242.20
167	09/01/2036	29,833.13	17,783.75	12,049.38	2,627,192.82
168	10/01/2036	29,833.13	17,702.56	12,130.57	2,615,062.25
169	11/01/2036	29,833.13	17,620.82	12,212.31	2,602,849.94
170	12/01/2036	29,833.13	17,538.53	12,294.60	2,590,555.34
171	01/01/2037	29,833.13	17,455.69	12,377.44	2,578,177.90
172	02/01/2037	29,833.13	17,372.29	12,460.84	2,565,717.06
173	03/01/2037	29,833.13	17,288.33	12,544.80	2,553,172.26
174	04/01/2037	29,833.13	17,203.80	12,629.33	2,540,542.93
175	05/01/2037	29,833.13	17,118.70	12,714.43	2,527,828.50
176	06/01/2037	29,833.13	17,033.02	12,800.11	2,515,028.39
177	07/01/2037	29,833.13	16,946.78	12,886.35	2,502,142.04
178	08/01/2037	29,833.13	16,859.94	12,973.19	2,489,168.85
179	09/01/2037	29,833.13	16,772.53	13,060.60	2,476,108.25
180	10/01/2037	29,833.13	16,684.52	13,148.61	2,462,959.64
181	11/01/2037	29,833.13	16,595.93	13,237.20	2,449,722.44
182	12/01/2037	29,833.13	16,506.73	13,326.40	2,436,396.04
183	01/01/2038	29,833.13	16,416.93	13,416.20	2,422,979.84
184	02/01/2038	29,833.13	16,326.53	13,506.60	2,409,473.24
185	03/01/2038	29,833.13	16,235.52	13,597.61	2,395,875.63
186	04/01/2038	29,833.13	16,143.90	13,689.23	2,382,186.40
187	05/01/2038	29,833.13	16,051.66	13,781.47	2,368,404.93
188	06/01/2038	29,833.13	15,958.80	13,874.33	2,354,530.60
189	07/01/2038	29,833.13	15,865.31	13,967.82	2,340,562.78
190	08/01/2038	29,833.13	15,771.19	14,061.94	2,326,500.84
191	09/01/2038	29,833.13	15,676.44	14,156.69	2,312,344.15
192	10/01/2038	29,833.13	15,581.05	14,252.08	2,298,092.07
193	11/01/2038	29,833.13	15,485.01	14,348.12	2,283,743.95
194	12/01/2038	29,833.13	15,388.33	14,444.80	2,269,299.15
195	01/01/2039	29,833.13	15,291.00	14,542.13	2,254,757.02
196	02/01/2039	29,833.13	15,193.01	14,640.12	2,240,116.90
197	03/01/2039	29,833.13	15,094.37	14,738.76	2,225,378.14
198	04/01/2039	29,833.13	14,995.05	14,838.08	2,210,540.06
199	05/01/2039	29,833.13	14,895.07	14,938.06	2,195,602.00
200	06/01/2039	29,833.13	14,794.41	15,038.72	2,180,563.28
201	07/01/2039	29,833.13	14,693.08	15,140.05	2,165,423.23
202	08/01/2039	29,833.13	14,591.06	15,242.07	2,150,181.16
203	09/01/2039	29,833.13	14,488.36	15,344.77	2,134,836.39
204	10/01/2039	29,833.13	14,384.96	15,448.17	2,119,388.22
205	11/01/2039	29,833.13	14,280.87	15,552.26	2,103,835.96
206	12/01/2039	29,833.13	14,176.08	15,657.05	2,088,178.91

Tierra Encantada LPA Schedule

207	01/01/2040	29,833.13	14,070.58	15,762.55	2,072,416.36
208	02/01/2040	29,833.13	13,964.36	15,868.77	2,056,547.59
209	03/01/2040	29,833.13	13,857.44	15,975.69	2,040,571.90
210	04/01/2040	29,833.13	13,749.79	16,083.34	2,024,488.56
211	05/01/2040	29,833.13	13,641.42	16,191.71	2,008,296.85
212	06/01/2040	29,833.13	13,532.31	16,300.82	1,991,996.03
213	07/01/2040	29,833.13	13,422.48	16,410.65	1,975,585.38
214	08/01/2040	29,833.13	13,311.90	16,521.23	1,959,064.15
215	09/01/2040	29,833.13	13,200.57	16,632.56	1,942,431.59
216	10/01/2040	29,833.13	13,088.50	16,744.63	1,925,686.96
217	11/01/2040	29,833.13	12,975.67	16,857.46	1,908,829.50
218	12/01/2040	29,833.13	12,862.08	16,971.05	1,891,858.45
219	01/01/2041	29,833.13	12,747.73	17,085.40	1,874,773.05
220	02/01/2041	29,833.13	12,632.60	17,200.53	1,857,572.52
221	03/01/2041	29,833.13	12,516.70	17,316.43	1,840,256.09
222	04/01/2041	29,833.13	12,400.02	17,433.11	1,822,822.98
223	05/01/2041	29,833.13	12,282.55	17,550.58	1,805,272.40
224	06/01/2041	29,833.13	12,164.29	17,668.84	1,787,603.56
225	07/01/2041	29,833.13	12,045.24	17,787.89	1,769,815.67
226	08/01/2041	29,833.13	11,925.38	17,907.75	1,751,907.92
227	09/01/2041	29,833.13	11,804.71	18,028.42	1,733,879.50
228	10/01/2041	29,833.13	11,683.23	18,149.90	1,715,729.60
229	11/01/2041	29,833.13	11,560.94	18,272.19	1,697,457.41
230	12/01/2041	29,833.13	11,437.81	18,395.32	1,679,062.09
231	01/01/2042	29,833.13	11,313.86	18,519.27	1,660,542.82
232	02/01/2042	29,833.13	11,189.08	18,644.05	1,641,898.77
233	03/01/2042	29,833.13	11,063.45	18,769.68	1,623,129.09
234	04/01/2042	29,833.13	10,936.98	18,896.15	1,604,232.94
235	05/01/2042	29,833.13	10,809.65	19,023.48	1,585,209.46
236	06/01/2042	29,833.13	10,681.47	19,151.66	1,566,057.80
237	07/01/2042	29,833.13	10,552.42	19,280.71	1,546,777.09
238	08/01/2042	29,833.13	10,422.50	19,410.63	1,527,366.46
239	09/01/2042	29,833.13	10,291.71	19,541.42	1,507,825.04
240	10/01/2042	29,833.13	10,160.03	19,673.10	1,488,151.94
241	11/01/2042	29,833.13	10,027.47	19,805.66	1,468,346.28
242	12/01/2042	29,833.13	9,894.02	19,939.11	1,448,407.17
243	01/01/2043	29,833.13	9,759.66	20,073.47	1,428,333.70
244	02/01/2043	29,833.13	9,624.40	20,208.73	1,408,124.97
245	03/01/2043	29,833.13	9,488.23	20,344.90	1,387,780.07
246	04/01/2043	29,833.13	9,351.15	20,481.98	1,367,298.09
247	05/01/2043	29,833.13	9,213.13	20,620.00	1,346,678.09
248	06/01/2043	29,833.13	9,074.19	20,758.94	1,325,919.15
249	07/01/2043	29,833.13	8,934.31	20,898.82	1,305,020.33
250	08/01/2043	29,833.13	8,793.49	21,039.64	1,283,980.69

Tierra Encantada LPA Schedule

251	09/01/2043	29,833.13	8,651.72	21,181.41	1,262,799.28
252	10/01/2043	29,833.13	8,509.00	21,324.13	1,241,475.15
253	11/01/2043	29,833.13	8,365.31	21,467.82	1,220,007.33
254	12/01/2043	29,833.13	8,220.66	21,612.47	1,198,394.86
255	01/01/2044	29,833.13	8,075.03	21,758.10	1,176,636.76
256	02/01/2044	29,833.13	7,928.42	21,904.71	1,154,732.05
257	03/01/2044	29,833.13	7,780.82	22,052.31	1,132,679.74
258	04/01/2044	29,833.13	7,632.23	22,200.90	1,110,478.84
259	05/01/2044	29,833.13	7,482.63	22,350.50	1,088,128.34
260	06/01/2044	29,833.13	7,332.03	22,501.10	1,065,627.24
261	07/01/2044	29,833.13	7,180.41	22,652.72	1,042,974.52
262	08/01/2044	29,833.13	7,027.78	22,805.35	1,020,169.17
263	09/01/2044	29,833.13	6,874.11	22,959.02	997,210.15
264	10/01/2044	29,833.13	6,719.41	23,113.72	974,096.43
265	11/01/2044	29,833.13	6,563.66	23,269.47	950,826.96
266	12/01/2044	29,833.13	6,406.87	23,426.26	927,400.70
267	01/01/2045	29,833.13	6,249.02	23,584.11	903,816.59
268	02/01/2045	29,833.13	6,090.10	23,743.03	880,073.56
269	03/01/2045	29,833.13	5,930.12	23,903.01	856,170.55
270	04/01/2045	29,833.13	5,769.05	24,064.08	832,106.47
271	05/01/2045	29,833.13	5,606.90	24,226.23	807,880.24
272	06/01/2045	29,833.13	5,443.66	24,389.47	783,490.77
273	07/01/2045	29,833.13	5,279.32	24,553.81	758,936.96
274	08/01/2045	29,833.13	5,113.87	24,719.26	734,217.70
275	09/01/2045	29,833.13	4,947.31	24,885.82	709,331.88
276	10/01/2045	29,833.13	4,779.62	25,053.51	684,278.37
277	11/01/2045	29,833.13	4,610.81	25,222.32	659,056.05
278	12/01/2045	29,833.13	4,440.85	25,392.28	633,663.77
279	01/01/2046	29,833.13	4,269.76	25,563.37	608,100.40
280	02/01/2046	29,833.13	4,097.50	25,735.63	582,364.77
281	03/01/2046	29,833.13	3,924.09	25,909.04	556,455.73
282	04/01/2046	29,833.13	3,749.51	26,083.62	530,372.11
283	05/01/2046	29,833.13	3,573.76	26,259.37	504,112.74
284	06/01/2046	29,833.13	3,396.81	26,436.32	477,676.42
285	07/01/2046	29,833.13	3,218.68	26,614.45	451,061.97
286	08/01/2046	29,833.13	3,039.35	26,793.78	424,268.19
287	09/01/2046	29,833.13	2,858.81	26,974.32	397,293.87
288	10/01/2046	29,833.13	2,677.05	27,156.08	370,137.79
289	11/01/2046	29,833.13	2,494.06	27,339.07	342,798.72
290	12/01/2046	29,833.13	2,309.85	27,523.28	315,275.44
291	01/01/2047	29,833.13	2,124.39	27,708.74	287,566.70
292	02/01/2047	29,833.13	1,937.68	27,895.45	259,671.25
293	03/01/2047	29,833.13	1,749.72	28,083.41	231,587.84
294	04/01/2047	29,833.13	1,560.49	28,272.64	203,315.20

Tierra Encantada LPA Schedule

295	05/01/2047	29,833.13	1,369.98	28,463.15	174,852.05
296	06/01/2047	29,833.13	1,178.19	28,654.94	146,197.11
297	07/01/2047	29,833.13	985.11	28,848.02	117,349.09
298	08/01/2047	29,833.13	790.72	29,042.41	88,306.68
299	09/01/2047	29,833.13	595.03	29,238.10	59,068.58
300	10/01/2047	29,833.13	398.02	29,435.11	29,633.47
301	11/01/2047	29,833.13	199.66	29,633.47	0.00
Grand Totals		11,149,939.00	5,087,939.00	6,062,000.00	

EXHIBIT D

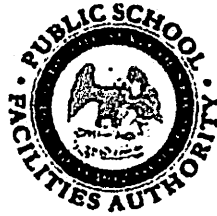
Tierra Encantada Charter School
 Lease Purchase Agreement Funding Analysis
 Sources and Uses
 September 15,2022

Description	FY23	FY24	FY25	FY26	FY27
Number of Students:	282	350	375	400	400
<u>Revenue Available (Sources)</u>					
Fund 11000 Operational	\$ 4,520,853	\$ 4,425,600	\$ 4,406,000	\$ 4,486,400	\$ 4,486,400
Fund 31200 PSCOC Lease Assistance	\$ 190,388	\$ 190,388	\$ 190,388	\$ 190,388	\$ 190,388
Fund 31600 HB33	\$ 1,257,817	\$ 227,470	\$ 227,470	\$ 227,470	\$ 227,470
Fund 31701 SB9 Local	\$ 1,143,219	\$ 292,444	\$ 292,444	\$ 292,444	\$ 292,444
	\$ 7,112,277	\$ 5,135,902	\$ 5,116,302	\$ 5,196,702	\$ 5,196,702
<u>Expenditures (Uses)</u>					
Current Building Annual Payment	\$ 2,476,331	\$ 357,996	\$ 357,996	\$ 357,996	\$ 357,996
Combined lease purchase payment	\$ 2,476,331	\$ 357,996	\$ 357,996	\$ 357,996	\$ 357,996
<u>Paid from Operational Fund 11000</u>					
Paid from Lease Assistance Fund 31200	\$ 190,388	\$ 190,388	\$ 190,388	\$ 190,388	\$ 190,388
Paid from 31600 HB33	\$ 1,257,817	\$ 152,656	\$ 152,656	\$ 152,656	\$ 152,656
Paid from 31701 SB9 Local	\$ 1,057,939	\$ 14,952	\$ 14,952	\$ 14,952	\$ 14,952
	\$ 2,506,144	\$ 357,996	\$ 357,996	\$ 357,996	\$ 357,996
<u>Excess Fund Balances for other expenditure or carry over</u>					
Fund 31600 HB33	\$ -	\$ 74,814	\$ 149,628	\$ 224,442	\$ 299,256
Fund 31701 SB9 Local	\$ 85,280	\$ 362,772	\$ 640,264	\$ 917,756	\$ 1,195,248
<u>Ending Cash Balances 6-30-2023</u>					
HB33	\$ -	\$ 74,814	\$ 74,814	\$ 74,814	\$ 74,814

SB9	→	00,000 \$	277,492 \$	277,492 \$	277,492 \$	277,492
Debt service ratio using only capital funds		1.05	1.98	1.98	1.98	1.98

**Lease Payments are fixed until facility paid off resulting in no future increases in lease but expected increases in revenues.
 PED to approve LPA makes lease more affordable for the school as it allows SB9 funds to be used for lease payments.
 Lease payments will not go away with a non-approval of the LPA but will result in all future payments on the facility
 to be paid from lease assistance and operational funds**

EXHIBIT E



Martica Casias | Executive Director
Ryan Parks | Deputy Director

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

September 30, 2022
Daniel Pena, Director
Tierra Encantada Charter School

RE: LPA approval for Tierra Encantada Charter School

VIA E-MAIL

Mr. Pena,

The PSFA understands Tierra Encantada Charter School is planning to obtain a lease purchase agreement for the existing facility, located at 4601 Mission Bend, in Santa Fe, NM.

The existing facility has a current wNMCI score of 14.47%. This score meets requirement to be equal or better than the current wNMCI statewide average of 23.49%, as required by statute (lower is better).

The existing facility meets the Statewide Adequacy Standards requirements issued by the PSCOC and set forth within 6.27.30 NMAC.

The existing facility meets Educational Occupancy.

This letter confirms that the Tierra Encantada Charter School existing facility is in concurrence with the requirements for a Lease Purchase Agreement, pursuant to 22-8B-4.2 NMSA 1978 and 22-20-1 NMSA 1978.

Respectfully,

Alyce Ramos, Programs Manager
Public School Facilities Authority



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

**KURT STEINHAUS, Ed.D.
SECRETARY OF EDUCATION**

**MICHELLE LUJAN GRISHAM
GOVERNOR**

October 14, 2022

Daniel Pena
Tierra Encantada Charter School
4601 B. Mission Bend
Santa Fe, NM, 87507


Dear Mr. Pena:

The Public Education Department has reviewed the terms of your proposed lease purchase arrangement with CSDCPC TECS, LLC, according to the Public School Lease Purchase Act [Section 22-26A-1 NMSA 1978, *et seq.*]. Based upon our review, the proposed arrangement fulfills requirements of law and the Constitution of New Mexico; specifically, our review has found the proposed agreement:

1. Offers an option to purchase the property for a price reduced according to the lease payments made to the CSDCPC TECS, LLC;
2. Confers no legal obligation to continue the lease from year to year to purchase the real property;
3. Provides the lease shall be terminated if there is insufficient money to meet current lease payments; and
4. Meets other applicable requirements of law.

We wish you the best of luck with the success of your school and thank you for your commitment to your students.

Sincerely,

DocuSigned by:

Kurt Steinhaus, Ed.D.
Secretary of Education

KS/kf/al

Cc: Antonio Ortiz, Director of Finance
Kevin Force, Attorney, Office of the General Counsel
Martica Casias, Director, PSFA
Sara Cordova, Director, School Budget Bureau
Steve Alarid, Business Manager

EXHIBIT F

Lessee shall provide Lessor with the following financial documentation:

- (a) Within thirty (30) days following its annual issuance, and release by the New Mexico State Auditor, a copy of Lessee's annual financial report/independent audit, which shall include the consolidated financial statements of School required under New Mexico law;**
- (b) As soon as available but in any event no later than the forty-five (45) days following the end of each fiscal quarter of Lessee, a copy of Lessee's quarterly financial statements certified by an authorized signer of Lessee, as true and correct;**
- (c) At least thirty (30) days prior to the commencement of each school year or within 30 days after approval by the NMPED (whichever is later), a copy of Lessee's annual operating budget, as approved by Lessee's Governance Board and the NMPED;**
- (d) A copy of any other financial or other reports, evaluations or notices of a material nature delivered to Lessee by Lessee's chartering authority or the relevant state or local school authority, if any, within ten (10) days of receipt of the same;**
- (e) Not later than September 30, Lessee's internally prepared financial statements for the prior Fiscal Year in form and detail acceptable to Lessor, which shall include, without limitation, balance sheet, statement of income and retained earnings and statement of cash flows;**
- (f) A copy of all other financial reports required by the relevant state or local school authority, including the New Mexico Public Education Department in the prescribed form required, if any.**


School shall also provide the following performance and management documentation on an annual basis, unless otherwise specified:

- (a) A copy of its expected enrollment and actual enrollment as calculated by including each student considered to be enrolled in the Lessee and according to the official enrollment count in October of each year as submitted to the New Mexico Public Education Department ("NMPED") ten (10) days of Lessee's filing of same, and an update as to such enrollment numbers on a semi-annual basis;**
- (b) To the extent required by the NMPED, a copy of the annual report provided to the NMPED, which annual report shall document (a) the previous school year's progress in meeting the performance-based goals identified in Lessee's charter petition on the Annual School Report Card and (b) all state mandated test scores and other accountability indicators, including proficiency rates as required to be reported under State and federal law;**
- (c) To the extent prepared or required by New Mexico law, a copy of the charter authorizer's annual monitoring reports of Lessee's operations as well as Lessee's response to such reports;**
- (d) A copy of the aggregated and public final results of School's standardized student performance testing required by the State of New Mexico;**
- (e) Not later than January 31, 2026, the Lessee's evidence of December, 2025 Charter renewal approval;**
- (f) To the extent not prohibited by or in conflict with New Mexico or federal privacy or confidentiality laws, beginning in October 2023, and continuing on an annual basis each October thereafter, Lessee shall certify to Lessor that: (i) Lessee is in good standing under its**

charter; (ii) Lessee has not been given notice of probation, suspension or revocation of its charter; and (iii) to the best of its knowledge, Lessee is in compliance with all laws, rules and regulations applicable to charter schools in the State of New Mexico;

(g) Within thirty (30) days of publication by the State of New Mexico, the Lessee's NMPED Report Card or equivalent NMPED evaluation; and

(h) Lessee shall also provide such additional information, reports and statements respecting the operations and financial condition of Lessee and/or the School Site as Lessor may reasonably request from time to time in writing, within thirty (30) days following such request.



**2019-2024
Facility Master Plan
& Ed Spec**

January 8, 2019



Visions In Planning, Inc.
Educational Facility Planning Consultants

Acknowledgments

Physical Address:

4601B Mission Bend

Santa Fe, NM 87507

Phone: (505) 983-3337

www.gotecs.org

Original charter date - 2005

Most recent charter renewal - 2015

Next Charter Renewal - 2020

Current Enrollment Cap - 400

Governance Board

Joesph Salazar - President

Melarie Gonzales - Vice President

Celendina Coss - Treasurer

Tanya Miller - Secretary

Nicholas Maestas - Board Member

Open Position - Board Member

School Administration

Daniel Pena - Director

Angela Esquibel-Martinez -Principal

Steve Alarid - Business Manager

Public Schools Facility Authority

John Valdez- Facility Master Planner

Master Planning Consultant

Visions In Planning, Inc.

P.O. Box 65130

Albuquerque, NM 87193

505-350-3465

January 10, 2019

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CONTENTS

Introduction	v
Section 1.0 - Planning Process	1 - 8
1.1 Goals and Mission	1
1.2 Planning Process	2
Section 2.0 - Projected Conditions	9 - 38
2.1 Program Overview	9
2.2 Proposed Enrollment	19
2.3 Site and Facilities	25
2.4 Capacity & Utilization Analysis	30
2.5 Facility Maintenance	37
Section 3.0 - Proposed Facility Requirements	39 - 42
3.1 Facility Goals & Concepts	39
Section 4.0 - Capital Plan	45- 8
4.1 Capital Improvement Funding	45
4.2 Capital Improvement Plan	47
Section 5.0 - Master Plan Support Material	49- 68
5.1 Site & Facility Data	49
5.2 Site Plan	55
5.3 Floor Plan	57
5.4 FMAR/ FAD	59
5.5 Detailed Space and Room Requirements	71
5.6 Additional Support Information	N/A

STUDENT LEARNING

Tierra Encantada Charter School provides a student-centered approach that incorporates a blended dual language college-prep environment that is centered around a project based Expeditionary Learning model to prepare students with post-graduation skills for success in the 21st Century.



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INTRODUCTION

This document contains the Facilities Master Plan (FMP) and Educational Specifications (Ed Spec) requirements for the Tierra Encantada Charter School, which is a 7th-12th grade charter school chartered by the State of New Mexico and is located in Santa Fe. The intent of this plan is to guide capital planning decisions that support the charter school's educational mission and that meet minimum state adequacy standards for school facilities. The Public School Capital Outlay Council (PSCOC) and the Public School Facilities Authority (PSFA) require that all New Mexico public charter schools have a five-year FMP and Ed Spec as a prerequisite for eligibility to receive state capital outlay assistance. The Master Plan and Ed Spec are in accordance with guidance issued by the PSCOC and PSFA and is required to be eligible for future Capital Outlay funds from the State of New Mexico.

The FMP and Ed Spec are combined to create a flexible facility planning tool that can be revised on a periodic basis as conditions change. It identifies the specific space needs for accommodating the charter school's anticipated five-year enrollment and the strategies and capital needs for implementation of facility needs.

The document also addresses the following facility issues:

- Life/health/safety
- Educational and programmatic needs, and curriculum needs
- Provision for growth (additions and new construction)
- Promotes efficient use of educational space
- Educational technology
- Energy management

The Master Plan and Ed Spec are comprised of five main sections:

- **Section 1** - Goals / Process provides information about the charter school's goals and the planning process
- **Section 2** - Projected Conditions provides information about programs and delivery methods, enrollment, details about existing facilities used by the school, technology and energy management
- **Section 3** - Proposed Facility Requirements outlines facility goals and concepts, identifies space needs and other facility requirements
- **Section 4** - Capital Improvement Plan provides information about capital resources, capital needs, and capital project implementation
- **Section 5** - Master Plan Supporting Material contains detailed information about school facilities, evaluations, plans, and other information.

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SECTION 1.0

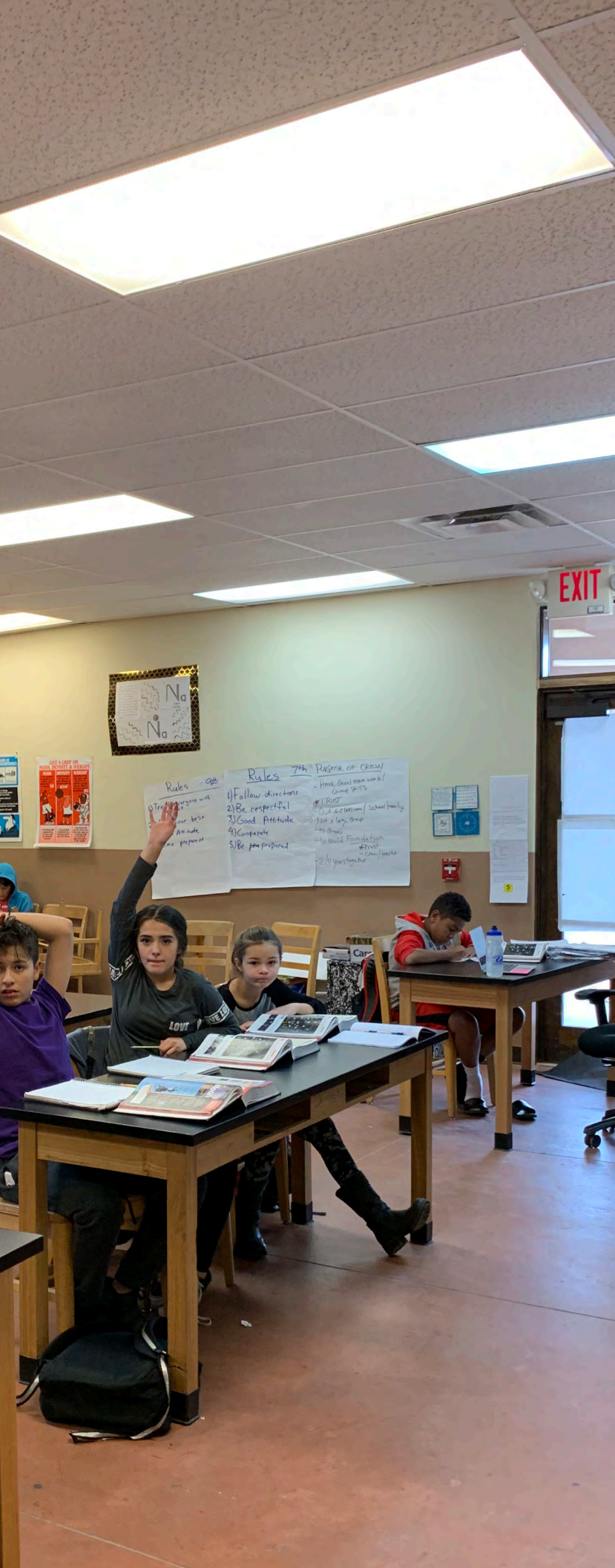
1.1 GOALS

1.1.1 MISSION & VISION

The mission of the Tierra Encantada Charter School ("TECS") is to empower students as citizen scholars within a dual language environment through a rigorous learning curriculum, which will prepare students for post-secondary success.

Vision – We believe that a dual language education should be active, challenging, meaningful, public, and collaborative. Our school uses the Expeditionary Learning model and other projected based curriculum as we use the world as our classroom through interdisciplinary learning which allows our students to excel in a post-secondary environment





1.1.2 EDUCATIONAL PHILOSOPHY

Tierra Encantada Charter School (TECS) offers a free alternative educational choice to students of all ability levels and backgrounds in grades 7th-12th, that do not wish to attend the larger middle and high school settings offered by the local surrounding school districts in the Santa Fe area. TECS was originally founded in 2005 by the Santa Fe Public Schools as a District Charter School and was “rechartered” in 2015 as a State of NM Charter School. Under its current approved charter, Tierra Encantada Charter School has implemented a comprehensive Dual Language Immersion Program as part of its core academic program, that is aligned to the NM Common Core State Standards and is delivered utilizing project based learning according to the Expeditionary Learning (EL) Model.

The overall objective of Tierra Encantada Charter School is to graduate bilingually proficient college prepared students. The goal is to ensure that every student is functionally and academically literate and prepared for post high school life. As a Dual Language College Preparatory School, students have the opportunity to earn and graduate with a Bilingual Seal on their diploma.

TECS practices a student-centered approach through a blended dual language learning environment that applies high expectations, hands-on self discovery and group learning experiences, teaching of 21st century skills, critical thinking, performance-based assessments; and opportunities for educators to reflect on their practice and develop their craft as well as through professional development and shared leadership among teachers, staff, administrators, and parents.

Schools that incorporate these key features of student-centered practice such as TECS are more likely to develop students that have transferable academic skills; feel a sense of purpose and connection to school; as well as graduate, attend, and persist in college at rates that often exceed their local area district and state averages.

1.2 PROCESS

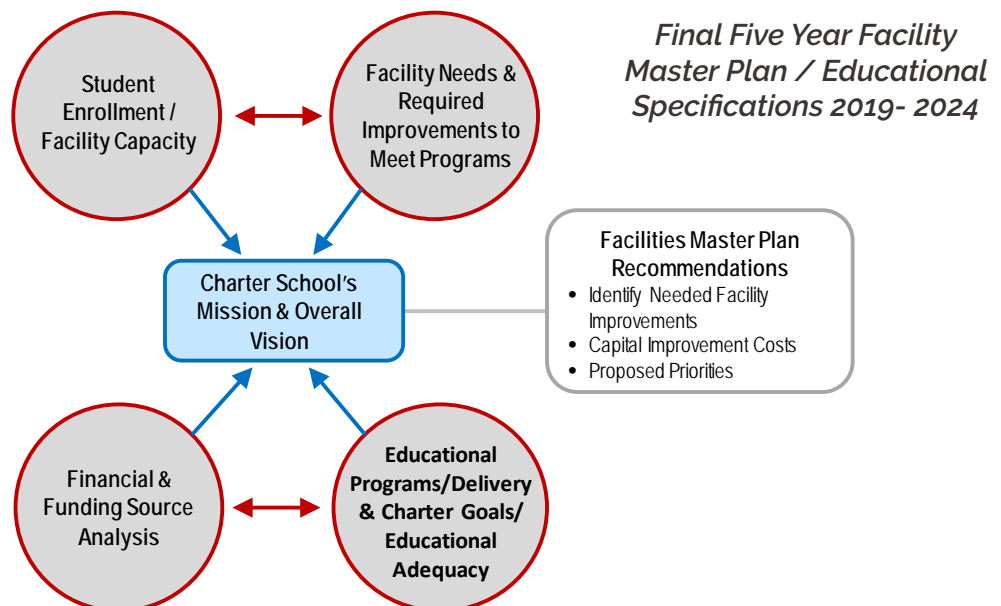
1.2.1 PLANNING PROCESS

The following Facility Master Plan / Educational Specifications summarizes the long range facility master planning efforts and educational specifications for Tierra Encantada Charter School as required by the State of New Mexico. It contains overall facility goals, describes schools educational program and delivery methods, identifies required educational spaces needed to meet enrollment and to support the educational program, evaluates existing facilities for their ability to meet current and future program needs, as well as identifies potential capital improvement needs for existing facilities that the school is responsible for under its current lease or would be under a future lease purchase agreement. This document also considers “if necessary”: new facilities that may need to be added to existing buildings, major renovation of the existing facility, relocation to a new site that may require renovation, or construction of new building by describing key concepts, detailed space need program; presents space relationship diagrams; and describes key components of the facility, along with room-by-room space criteria requirements that form the basis for the planning and design of the new or renovated facilities. At this time, Tierra Encantada Charter School has three years remaining on it’s current lease and will not be adding, renovating, or constructing new facilities in its current location unless it is able to enter into an lease-purchase agreement for the entire site and all facilities. The school will be updating the Ed Spec portion of this document in the Spring of 2019 that will be dependent on the outcome of the lease-purchase negotiations.

The project defined in this document reflects the statement of goals, objectives, curriculum / educational model and facility requirements obtained through on-site interviews, on-site investigation, facility workshops, Tierra Encantada administrators, teachers, support staff, Governance Board and community members.

This facility program contains information obtained through:

- Validation of policies established by the school’s most recently approved charter;
- Review of New Mexico Adequacy Standards and Guidelines;
- Discussion of current TECS facility goals and location;
- Interviews with various TECS representatives;
- Discussion and approval with/from the Tierra Encantada Charter School Governance Board



Governance Board

The TECS Governance Board contracted with Visions In Planning, Inc. to develop the long range Facility Master Plan and Educational Specifications for the school in September 2018. The scope of work included identification of capital improvement and maintenance needs, space utilization and future facility needs. Considerations included school organization, success for students, relationships among teachers, effective learning experiences, and connections to the community.

Facility Master Plan Committee

Visions In Planning, Inc. worked with the school’s Administration and Facility Master Plan / Ed Spec Committee to understand and document the charter school’s existing programs and delivery methods, and to identify current capital improvement needs. These were then combined with discussions about the schools next charter renewal in 2020, to identify any potential changes to educational programs or delivery methods, grade configurations and enrollment, special education and ancillary service needs all of which have a direct impact the schools current facilities. At the time of the approval of this document, the school does not anticipate any major changes to its educational program or it’s enrollment cap, however the school is considering requesting a grade reconfiguration change to include 6th grade as part of its charter renewal in 2020. Additional space may be required to accommodate the 6th grade students beyond the existing space available or as it works towards increasing enrollments in grades 7th-9th grade to build stronger cohorts of students, however once the final decision is made by the school’s Leadership Team and Governance Board, the Educational Specifications component in Section 3 will be updated and incorporated into this Document, and will submitted as an update for review and approval in Spring 2019.

Authority and How Decisions Are Made

The Tierra Encantada Charter School Governance Board consists of six community volunteers and two teacher representatives established pursuant to the terms established in the school’s charter. The Board serves as the governing body under the current Tierra Encantada Charter. The Board’s responsibilities include development and approval of school policy, academic goals, facility plans, and the Tierra Encantada Charter School annual budget. The Board enters into a contract with the site executive director and principal and operates under applicable state laws and regulations, Tierra Encantada Charter, and the Board’s Bylaws.



Decision Making Process

1.2.2 - DATA GATHERING & ANALYSIS

Facility Assessments

A Facility Assessment/Walk-through was conducted by Visions In Planning, Inc. for the school's existing leased facilities. The facility assessment included:

- Site visit
- Meeting with site Business Manager & Director
- Facility walk-through
- Review of State's Facilities Assessment Database & FMAR (*not available*)
- Capacity and Utilization Study for the school

Facility Master Plan/ Ed Spec Goals Established by the Committee:

The goals for the Facility Master Plan/ Ed Spec were developed from information gathered during the multiple meetings and group work done by the Facilities Committee. The intent of the Facility Master Plan/Ed Spec is to create a forward thinking documented approach for Tierra Encantada Charter School, so that when fully implemented, it provides the school with facilities and potential options over the next five to ten years that meet the needs of students, teachers, staff, and supports the educational delivery model of the school's charter, as well as:



- Provides a technology rich environment to support current and future educational program needs.
- Provide facilities/programs that support dual credit options for students.
- Identify future facility space needs and requirements as part of a future Ed Spec to be included as an addendum to the Facility Master Plan once it is determined that the school is not able to acquire its current location. This will assist the school in locating future permanent facilities that meet TECS charter requirements, and will be flexible to accommodate future changes to educational programs and enrollment.
- Continue to maintain existing lease-facilities through an "Active" Preventative Maintenance Plan that promotes an on-going regularly scheduled maintenance for areas that the school is responsible for through usage of SB-9/HB-33 Mill Levy funds to reduce long term costs.
- Utilize available SB-9 and HB-33 Mill Levy funds to assist where possible to help acquire and maintain future permanent facilities.
- Leverages opportunities for PSCOC funding for priority projects when eligible and available.
- Provides school facilities that instills pride in the students, staff, and community.

Facility Master Plan Committee Members:

- | | |
|---|--|
| • Cassandra Olivas - School Counselor | • Simon Mudge - Teacher |
| • Kimberly Miera - SPED Coordinator | • Danny Pena - Director |
| • Angela Esquibel- Martinez - Principal | • Kim Larson - Technology Coordinator |
| • Dennette Martinez - Teacher | • Eva Olascoaga - Assistant Business Manager |
| • Joseph Salazar - GB President | • Melarie Gonzales - GB President |
| • Steve Alarid - Business Manager | • Ariane Gandara - Teacher |
| • Teresa Martinez - Business Office Support | • Hanna Patrick - Project Design Coordinator |

Facility Master Plan Committee Meetings:

Once the facility assessment/ walk-through was completed and the data gathered, meetings with the Facility Master Plan Committee were begun. The first committee meeting was used to explain the purpose of a facilities

master plan and identify the tasks and responsibilities of the Facility Planning Committee. Several subsequent meetings were held where facility data was presented to the Facility Master Plan Committee as well as the Charter School’s Administrators and Governance Board for review. The committee aligned the needs of the school with the goals and objectives, and identified the most pressing facility needs that could be accomplished over the next five years.

Meeting 1: September 20, 2018

The first step of the FMP process was to have a kick-off meeting with the Facilities Master Plan Committee. During this meeting the following topics were discussed:

- Intent of FMP
- What is used for?
- Role of FMP Committee
- Where we are now..
- Four Components of the FMP (Educational Programs, Enrollment/ Capacity, Facility Needs, Funding)
- Group Breakout Session

The Facilities Committee was broken into groups to conduct a Modified SWOT Analysis based on the following two questions: What kinds of opportunities/ challenges does the school currently face with its current facilities in the future as programs and enrollment change? What would be the challenges and opportunities that need to be considered if the school were to relocate into a permanent location, and are there future changes to educational programs that need to be taken into consideration?

Current Facility: Opportunities

- Collaboration Area (Teacher Suite)
- Accessibility to all areas of school
- No distractions – Location
- SFCC nearby
- Opportunity to learn (more SF than prev. location)
- Sharing classrooms (not assigned)
- Better facility than Alvord

Challenges

- No gym (not part of lease – landlord limitations) or weight room
- Not enough classrooms to allow enrollment closer to cap
- Science lab does not meet program requirements
- Additional space need for ancillary services
- Fields and athletic facilities need to be leased
- Private facilities require use of ex. curricular transportation
- Future potential reduction of lease reimbursement rates
- Sharing classrooms (limited options to display materials)
- Dual language/ Project Based
- School Security – No intercom/ communication

Future Facility: Opportunities

- Lease of a “Public” facility may allow updates & improvements to support school’s needs
- Public funding
- Opportunity to learn
- Can meet our capacity of students if larger
- Permanent home/ location
- Can have our own gym/ multi-purpose
- Teacher input towards design
- Better technology
- Create classroom spaces for electives / dual credit
- Media Center/ Student Commons
- Create opportunity for school spirit/ ownership
- School nurse and ancillary support spaces (PT/OT/SLP/ SW)

Challenges

- Private facility limits opportunities to update facility to our needs.
- If school moves may no longer be close to SFCC
- Transportation
- Finding a facility in SF that is big enough AND affordable – Location
- Technology Upgrades will be needed
- School Security – No intercom/ communication
- Finding and retaining qualified teachers
- Future funding

Meeting 2: October 4, 2018 - Facility Planning Meeting

Discussion at this meeting centered on the schools programmatic needs, and the capital improvement and maintenance needs of the school and included the school’s executive director, facility and business managers:

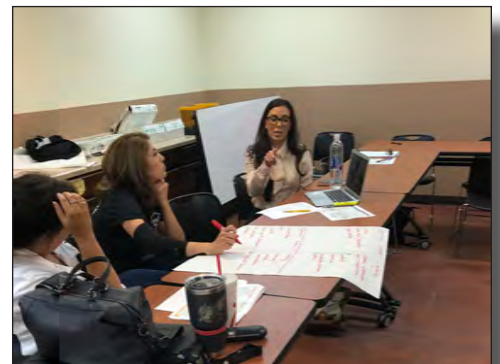
- Past and current enrollment
- Educational Programmatic Needs
- Capacity & Utilization
- Group Breakout Session



Breakout group work by the committee centered on what learning environments will look like in the future? “Consider educational programs, facilities/ location, enrollment, technology and access to alternative resources.” The three topics the Facilities Committee focused on were:

- *Based on your experience in your current facility as well as your previous facility – Identify 5 facility elements and/or spaces would a new building need to have OR be able to be retrofitted to have in order to accommodate your existing educational program and would be critical to the continued success of your school?*
- *What does Tierra Encantada Charter School need to do in order to attract and retain more students at the current enrollment levels and to recruit more students to get closer to the enrollment cap and still remain competitive with other public traditional & charter schools?*
- *It’s now 2040, what kinds of changes have occurred in your school over the past 22 years? As a group describe it - as if you were able to see it, realistically around you.*

The end result of the discussions of these questions identified the need for facilities to be agile and flexible, as school safety and technology will be a main driver in delivering education in the future, and all facilities need to provide a safe learning environment and have the capacity to accommodate current and future changes in technology requirements. Additionally through the master plan process, it has been recognized that the school will need to find permanent facilities in another location in order to accommodate increased enrollment beyond 300 students or the addition of 6th grade.



Meeting 3 & 4: November 28 and December 11, 2018

Discussion at the follow-up Facility Committee meetings centered on existing facility needs at the current location, potential changes to the school’s charter as part of the upcoming renewal that is due in late 2019, technology needs, and other topics included:

- PSFA/ PSCOC Ranking of the School
- Facility Deficiencies/ Capital Improvement Needs
- Maintenance Needs
- Funding Sources
- Existing Facilities/ Future Considerations

January 10, 2019 - Governance Board Final Presentation -

Summary presentation of the overall Facility Master Plan and the recommended priority projects that can potentially be funded in part from SB-9 and HB-33 funds. The final Facility Master Plan and Ed Spec was submitted to the TECS Governance Board for final approval on January 10, 2019.



SECTION 2.0

2.1 PROGRAMS & DELIVERY METHODS

2.1.1 PROGRAMS OVERVIEW

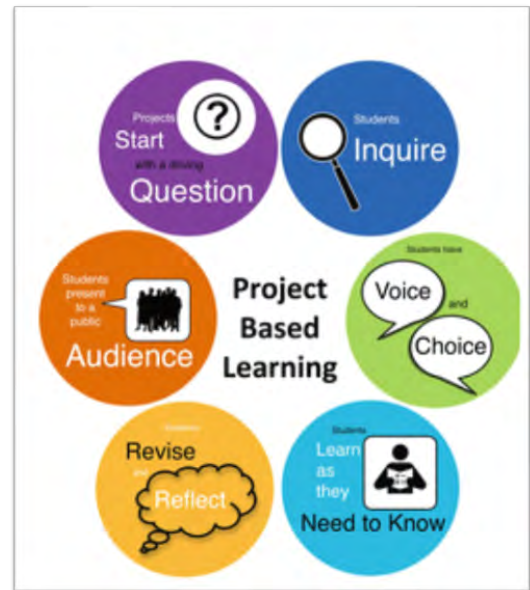
Current Educational Programs and Facilities - Overview

Tierra Encantada Charter School (TECS) is a 7th -12th grade Dual Language Immersion College Preparatory School aimed at preparing all students for the rigors of college and the workforce beyond with an enrollment cap of 400 students. TECS has designed an educational program that utilizes instructional best-practices developed from the *principals* of the Expeditionary Learning (EL) Model and has incorporated them into a Project-Based Learning instructional model that challenges students to think critically and take active roles in their classrooms and communities, resulting in higher achievement and greater engagement in school.

Project-Based Learning at TECS encourages students to learn by doing within a dual language environment the 21st Century skills and knowledge each student must master in order to succeed in work and life: it is a blend of content knowledge, self-discovery, critical thinking, and communication that promotes personal responsibility for learning. It is crafted with an understanding of where Tierra Encantada Charter School is now and the assumptions and givens that frame the direction of educational delivery that helps students succeed. Then the educational vision is expanded through an understanding of national trends in education and what school leaders believe will be the future for TECS and its students. Finally, the vision is defined by synthesizing philosophy, mission and vision and applying it to the specific goals and needs of Tierra Encantada Charter School's current and future educational facilities. All current and future facilities (site and buildings) should strive to meet this vision over the next five to ten years, and beyond.

Instructional Programs

The TECS Charter School curriculum follows the State of New Mexico Public Education Department Standards to meet Common Core content requirements including its dual language immersion program and has designed its instructional program around the principals of the EL Model, utilized Project-Based Learning as approved in the 2015 Charter renewal performance framework to prepare its students for success in college and their career. At TECS, in addition to core academic classes, both middle and high students explore the arts, technology, study a foreign language and participate in crew daily. Starting in eighth grade students also have the ability to take accelerated course work through the unique scheduling block scheduling the school has implemented to graduate early or to take additional dual enrollment college courses, and Advanced Placement courses to further prepare them for success in college.



Expeditionary Learning Design Principles¹

The Expeditionary Learning (EL) principals that are utilized by TECS and have been integrated into the Project-Based curriculum are a modern approach to providing experiential learning opportunities within the curriculum. They foster creative learning and promote critical thinking through an approach of using semester long expeditions, which replace the traditional unit-based disciplines. It helps to harnesses the natural passion to learn and is a powerful method for developing the curiosity, skills, knowledge and courage needed both to imagine a better world and to work toward realizing it. This process is built on ten design principles that reflect the educational values and beliefs of Kurt Hahn, the founder of Outward Bound:

1. **The Primacy of Self-Discovery:** Learning happens best with emotion, challenge and the requisite support. Students undertake tasks that require perseverance, fitness, craftsmanship, imagination, self-discipline, and significant achievement. A teacher's primary task is to help students discover they can do more than they think they can.
2. **The Having of Wonderful Ideas:** Teaching fosters curiosity about the world by creating learning situations that provide something important to think about, time to experiment, and time to make sense of what is observed.
3. **The Responsibility for Learning:** Everyone learns both individually and as part of a group. Every aspect encourages both children and adults to become increasingly responsible for directing their own personal and collective learning.
4. **Empathy and Caring:** Learning is fostered best in communities where students' and teachers' ideas are respected and where there is mutual trust. Learning groups are small, with a caring adult looking after the progress and acting as an advocate for each child. Older students' mentor younger ones, and students feel physically and emotionally safe.

¹ eleducation.org/resources

5. **Success and Failure:** All students need to be successful if they are to build the confidence and capacity to take risks and meet increasingly difficult challenges. But it is also important for students to learn from their failures, to persevere when things are hard, and to learn to turn disabilities into opportunities.
6. **Collaboration and Competition:** Individual development and group development are integrated so that the value of friendship, trust, and group action is clear. Students are encouraged to compete not against each other, but with personal bests and with standards of excellence.
7. **Diversity and Inclusion:** Both diversity and inclusion increase the richness of ideas, creative power, problem-solving ability, and respect for others. Students investigate and value their different histories and talents as well as those of other communities and cultures. Schools and learning groups are heterogeneous.
8. **The Natural World:** A direct and respectful relationship with the natural world refreshes the human spirit and teaches the important ideas of recurring cycles and cause and effect. Students learn to become stewards of the earth and of future generations.
9. **Solitude and Reflection:** Students and teachers need time alone to explore their own thoughts, make their own connections and create their own ideas. They also need time to exchange their reflections with other students and with adults.
10. **Service and Compassion:** We are crew, not passengers. Students and teachers are strengthened by acts of consequential service to others, and one the school's primary functions is to prepare students with the attitudes and skills to learn from and be of service to others.

Core Practices

Tierra Encantada Charter School, has incorporated the core practices of five key dimensions of life from EL framework into it's PBL instructional model to fit its Mission and Vision that include:

- **Real World Curriculum via Learning Expeditions:** TECS's approach to curriculum makes standards come alive for students by connecting learning to real-world issues and needs. All students have access to a challenging college preparatory and dual language program, along with interdisciplinary real-world projects that engage students in actively applying their knowledge and skills in ways that serve both their learning and their community. Through learning expeditions, students work on core academic standards, critical thinking and literacy skills, and craftsmanship while creating authentic products that are useful or necessary to others.
- **Invigorating Instruction through an Active Pedagogy:** TECS classrooms are alive with discovery, inquiry, critical thinking, problem solving, and collaboration. Teachers talk less. Students talk (and think) more as they become active learners. Lessons have explicit purpose, guided by learning targets for which students take ownership and responsibility. They learn to make connections, find patterns,



see events from multiple perspectives, experiment, formulate questions, and develop empathy and compassion for others. Student engagement strategies and activities serve to differentiate instruction and maintain high expectations to bring out the best in all students, cultivating a culture of high achievement.

- **School Culture and Character:** As College Prep and Dual Language school, TECS builds traditions and practices that support and strengthen the values it holds as a school community. Through its crews - small groups of 15-20 students with an advisor – TECS works to create a climate of physical and emotional safety. Faculty and students work together to be keepers of the school’s norms and culture through community- building, service to others and a commitment to high quality work and behavior.
- **Leadership:** TECS school leaders build a cohesive school vision that is focused on student achievement and continuous curriculum improvement. By aligning school activities with that vision, it is possible to use achievement data to wisely and boldly shape the TECS environment to best meet student needs, celebrate joy in learning, and build a school-wide culture of trust and collaboration.
- **Assessing Student Learning:** TECS leaders and teachers support student-engaged education assessments because it builds student ownership of learning, drives achievement, and focuses students on reaching standards-based learning targets. Students continually conduct learning assessments and improve the quality of their work through models, reflection, critique, rubrics, and expert assistance.

TECS uses longer and more flexible schedule blocks, common planning time, and crews to ensure student success and provides students the opportunity to take additional dual-credit classes and to potentially graduate early.

Instructional Approaches

TECS has developed the following instructional approaches to integrate the “*principals, key concepts, and many of the core practices*” from the Expeditionary Learning Model into its College Prep and Dual Language curriculum to not only support developing skills in reading, math, science, and social studies, but also incorporates the critically important 21st century skills of critical thinking, collaboration, communication, creativity, technology literacy, and socio-emotional development for all students in grades 7th-12th. These approaches are the key to the school’s success in improving test scores and providing students with necessary skills for success. TECS delivers highly effective professional development, improves instruction and school culture, fosters significant improvement in student achievement scores across all ability levels (as measured by standardized tests and portfolios of student work), improves student attendance and behavior, and works towards increasing parental involvement.

Some of the structures that are in place to provide a high quality learning environment and support student learning and success at Tierra Encantada include:

- Crews, which function as advisories for small groups of students. In Crew, students stay with the same group of students and teacher until graduation, focusing on emotional, personal, and character growth. In addition to reflecting on and making goals around the Habits of Excellence, each student also makes a personal growth plan. These plans can focus around academic growth, community service, healthy lifestyle, or other topics the student chooses. As a crew, students hold each other

accountable for these plans and help each other reflect and revise.

- Habits of Excellence: Students focus on four Habits of Excellence while attending TECS: Engagement in Thinking and Learning, Responsibility, Time Management, and Self and Community Awareness. These ideas are woven through each academic project and are also addressed in the TECS advisory structure, Crew.
- Learning Expeditions that provide students with in-depth, investigative units of study across the curriculum that engage students in real-world learning experiences
- Fieldwork and Experts, which are vital aspects of the school’s curriculum and Project-based Learning that provide opportunities for students to learn outside of the classroom.
- Enrichment Intensives and Academic Intensives, which are short-term courses centered on topics of specific interest to students.
- Exit Projects, which are required for students to demonstrate the synthesis of their learning experiences throughout each grading period.

Classroom usage is based on the schools Project-based Learning instructional model that incorporates the principals, key concepts, and may core practices from Expeditionary Learning which requires flexibility both in the size of the space and the furnishings available to allow for multiple configurations of space based daily instruction activities and can vary class to class and day to day. TECS incorporates the following instructional methods as part of the schools daily curriculum.

Project-based Learning:

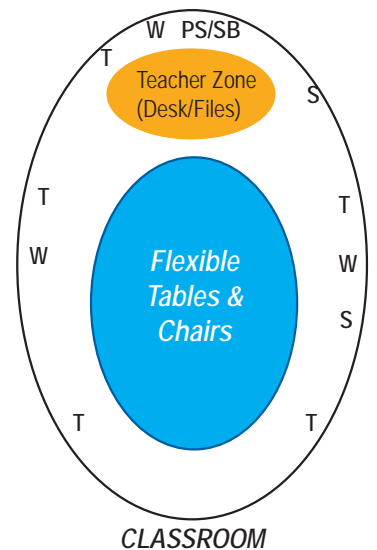
Project-based Learning (PBL) is classroom instructional model that shifts away from the classroom practices of short, isolated, teacher-centered lessons in favor of learning activities that are long-term, interdisciplinary, student-centered, and integrated with real-world issues. One immediate benefit of utilizing PBL as a primary instructional model is the unique way that it can motivate and engage students. PBL provides opportunities for TECS students to pursue their interests and questions and make decisions about how they will find answers and solve problems.

PBL also provides opportunities for interdisciplinary learning. Students apply and integrate the content of different subject areas at authentic moments in the production process, instead of in isolation or in an artificial setting.

In the school and beyond, PBL is a rapidly growing teaching approach and this enthusiasm provides opportunities for teachers to build relationships with each other and with those in the larger community. Student work, which includes documentation of the learning process, as well as the student’s final projects, can be shared with other teachers, parents, and mentors, all of

Furniture & Equipment

- T = Tack-boards
- W = White boards
- S = Open shelves
- PS = Projection Screen or
- SB = Interactive SmartBoard



Functions of Furniture & Equipment

- Flexibility
- Display
- Quickly reach teaching aids
- Project to projection screen or Smartboard

whom have a stake in the student’s education. Performance assessment is a preferred methodology of summative assessment at Tierra Encantada Charter School.

Other key elements of PBL include:

- *Key Knowledge, Understanding, and Success Skills* - The project is focused on student learning goals, including standards-based content and skills such as critical thinking/problem solving, communication, collaboration, and self-management.
- *Challenging Problem or Question* - The project is framed by a meaningful problem to solve or a question to answer, at the appropriate level of challenge.
- *Sustained Inquiry* - Students engage in a rigorous, extended process of asking questions, finding resources, and applying information.
- *Authenticity* - The project features real-world context, tasks and tools, quality standards, or impact – or speaks to students’ personal concerns, interests, and issues in their lives.
- *Student Voice & Choice* - Students make some decisions about the project, including how they work and what they create.
- *Reflection* - Students and teachers reflect on learning, the effectiveness of their inquiry and project activities, the quality of student work, obstacles and how to overcome them.
- *Critique & Revision* - Students give, receive, and use feedback to improve their process and products.
- *Public Product* - Students make their project work public by explaining, displaying, and/or presenting it to people beyond the classroom.

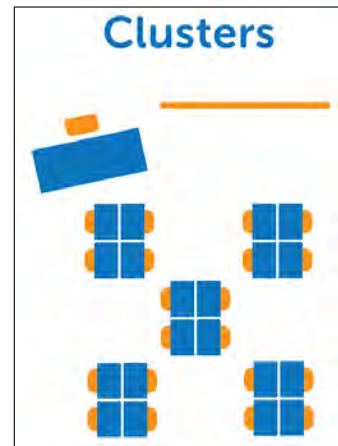
Instructional Space Requirements

Standard general classrooms that meets NMAS and supports Project Based learning techniques through multiple furniture configurations and supportive technologies for 2D and 3D presentations. Other instructional spaces needs include: project storage with shelving and access to materials.

Scaffolded Learning:

“Scaffolded” learning, in which teachers build on concepts to reinforce them in several different ways, works well for English language learners and Dual Language Immersion. Success does not depend on the teacher’s knowledge of the student’s native language. Examples of scaffolding:

- Some resources such as textbooks and other written materials contain the same information as those in conventional classrooms, but they are written in simpler and more direct language or supported by teacher-produced annotations.
- There is considerable reliance on a variety of methods to deliver information. A teacher may explain an idea in English and then use several methods to convey the same information: For example, the



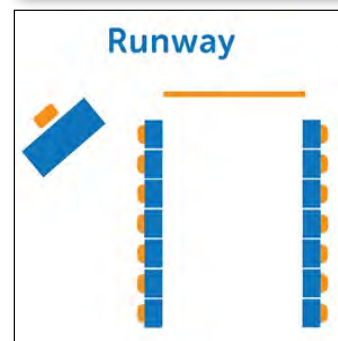
Clusters: Learner Centered Format

Pros:

- Encourages interaction of all students.
- Creates more personal and safe environment for students
- Promotes cooperation & teamwork
- Develops problem solving & communication skills
- Flexibility to strategically form groups
- Suitable for small spaces

Cons:

- Increased noise level, distractions and off-task behavior
- Less individual accountability
- Harder to assess students abilities



Runway: Individual Learning Format

Pros:

- Encourages individual work and productivity.
- Minimizes disruptions and cheating
- Effective for demonstrations & presentations
- Easy to supervise

Cons:

- Uneven distribution of interaction among students.
- May be more difficult supervise and assist students.

teacher may act out the information or use illustrations.

- Continual student-teacher interaction is essential to ensure learning. It may involve diagnosis of gaps in understanding.
- In every lesson, teachers communicate and reinforce English through listening, speaking, reading, and writing.

Instructional Space Requirements

Standard general classroom that meets NMAS and supports scaffolded learning techniques through multiple furniture configurations and supportive technologies. Other instructional spaces needs include: areas with shelving and access to learning materials (visual, manipulative's, projected images).

Active Learning:

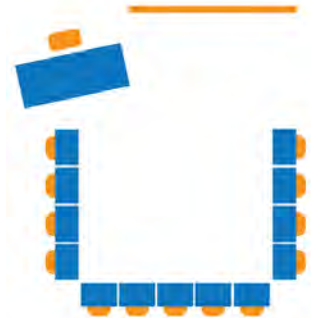
Tierra Encantada instruction is built on the idea of active, not passive learning. Active learning is a student-centered approach in which the responsibility for learning is placed upon the student, often working in collaboration with classmates. In active learning teachers are facilitators rather than one-way providers of information. The presentation of facts, so often introduced through straight lecture, is deemphasized in favor of class discussion, problem solving, cooperative learning, and writing exercises (graded and ungraded). Other examples of active learning techniques include:

- *Think Pair Share:* Students ponder the answer to a question and then share their thoughts with a neighbor.
- *Role Playing:* "Each student takes the role of a person affected by an Earth science issue, such as a volcano or a polluted lake and studies the impacts of Earth science issues on human life and/or the effects of human activities on the world around us from the perspective of that person."
- *Peer Review:* Students review and comment on materials written by their classmates.
- *Discussion:* Promoting a successful discussion depends on correctly framing questions. Discover tips for framing discussion questions to promote higher order thinking.
- *Problem solving using real data:* Students use a variety of data to explore scientific questions.
- *Just in Time Teaching:* Students read assigned material outside of class, respond to short questions Online, then participate in collaborative exercises the following class period.
- *Game Based Learning:* game-based competitive exercises, either pitting the students against each other or through computer simulations.

Instructional Space Requirements

Standard general classroom that meets NMAS and supports active learning techniques through multiple furniture configurations and supportive technologies. Furniture may include large tables (or ability to group smaller tables or desks) for team projects. Table arrangements should allow individual work, group work, or discussion. Open shelving should provide space for project storage (while in process) and access to materials.

Horseshoe/U-Shape



U-Shape: Teacher & Learner Centered Instruction - Best for small & medium sized classes

Pros:

- Easier to interact with entire class
- Encourages discussion and participation
- Fosters connection between students and teacher
- Larger area for presentations and demonstrations

Cons:

- Not suitable for work in small groups
- May overwhelm shy students
- May be difficult to control behavior
- Larger classes have difficulty engaging in discussions

Integrated Technology Based Instruction

into its curriculum to expand its use of integrated technology-based instruction through 1-to-1 laptops in the classroom. The use of these standards will affect the way students use and learn from technology inside the classroom and out by creating the “next generation” learning environment. The school has already begun the transition from using technology “only to deliver” instruction to a “tool” to encourage and empower learners in the digital age. This includes teaching based on students’ collective and individual needs, creating a project-based learning environment, and promoting critical thinking skills. The school’s ultimate goal is to get ALL TECS students prepared, at all stages, for a career in a global economy.

*Technology and creativity:*

There are several learning models that tie together technology and creative thought:

- Real world problem solving
- Unique teaching tools such as games, videos, and interactive presentations
- Collaboration and group planning
- Pursuing curiosity and answering questions through digital media
- Online testing and writing assessments.

Digital tools enhance and add to student’s inherent creative skills. By creating a safe online space for exploration, teachers can encourage students to try new things and innovate

Instructional Space Requirements

Standard general classroom that meets NMAS and supports Student-Driven Learning through robust and supportive technologies. Furniture should include large tables (or ability to group smaller tables) for team projects. Table arrangements should allow individual work, group work, or discussion. Open shelving should provide space for project storage (while in process) and access

Exceptional Education

TECS offers Exceptional Education (EE) Services for all students and is an important part of the TECS community. The school offers inclusion and special pullout instruction for all students including gifted and reading intervention program when needed, however there are not enough available classrooms spaces to schedule dedicated classes.

For ancillary services the school contracts with one Social Worker, Speech Language Therapist, Occupational Therapist, Physical Therapist, and Diagnostician. The facility does not have dedicated areas in which services are provided to students.

Electives and Dual Credit /Career Pathway Options

TECS provides all students the opportunity to take electives within the core academic schedule, however they are limited based on the school’s existing facilities and current staffing. High School students can pursue dual credit/ career pathway options through its current partnership agreements with Santa Fe Community College and UNM’s Higher Education Center in the future.

Physical Education

TECS offers a Physical Education (PE) program for all students in grades 7th-12th to participate in as required by New Mexico Public Education Department (NMPED) PE Standards. The school does not have an official gym that meets NMAS requirements for middle and high school students, however it does have a “multi-purpose” room on the first floor that is approximately 2,500 SF and is long and narrow. The space which is shared with student dining and other activities has a “high-bay” open ceiling with direct access to the outdoor field area.

Shared / Joint Use Facilities

The school’s proximity to several established community resources provides the school with opportunities to partner with outside entities to share facilities when needed. However, as additional charter schools have been established competition for these resources has increased limiting availability of usage of outside facilities such as practice fields and athletic competition space. At this time TECS does not have any joint use agreements in place to use outside facilities.

Alternative Methods for Educational Program Delivery

In order to meet the school’s project based delivery requirements, TECS requires its facilities to possess a variety of classroom spaces that are similar in nature to that of a “traditional high school”. The types of classroom spaces required include: flexible multi-use/ subject general classrooms, science labs for all grade levels that can accommodate Biology and Chemistry labs, a media center/ student learning commons, ancillary space, EE resource room, Makers Space, Visual Art classroom, and a gym. The current facility is lacking adequate Science Labs that meet NMAS and sufficient gym space. EE pull-out instruction and ancillary services are often provided in the corridor or in offices that may occasionally be empty, this often does not provide a quality learning environment as other activities may occur in the corridors at the same time.

Visual Arts instruction and Maker’s Space activities do not have dedicated classroom space and often occur in the Multi-purpose room but tend conflict with scheduled PE classes and dining activities such preparation and clean-up.

Currently, TECS has in-house staff that prepares and serves lunch daily for its students in the on-site commercial kitchen. The school does not participate in the Federal Free and Reduced Lunch program, however, students pay a fee of \$200 at the beginning of the school year to cover the cost of their lunches for the entire school year. For students who are unable to pay, the school utilizes the same criteria as the Federal Lunch Program to provide financial assistance to students. As of the 2018/19 school year 47.83% of the students enrolled at TECS qualify for Free or Reduced Lunch assistance.

Scheduling Approach

Currently, Tierra Encantada runs on a block schedule. Students may complete graduation requirements through the block schedule allowing them to further dual credit opportunities. This allows for the potential to receive a certificate or degree while completing high school requirements. Students may graduate early upon completed requirements. In order to accommodate the needs of its students, TECS has a 4.5-day instructional week. The regular school day meets from 8am - 4:13pm (Monday- Thursday), and no classes on Fridays. Teachers utilize Fridays for professional development.

Athletics and Activities

TECS is currently a member of the New Mexico Activities Association and is classified as a 2A school. The school offers a variety of middle school and varsity sports that include: soccer, volleyball, basketball, cheer, wrestling and baseball. Activities currently offered vary annually but often include: yearbook, art, student government, and community service. Each year, TECS administration evaluates athletic and activity options for possible growth opportunities each year.

Transportation

TECS does offer drop-off and pick-up bus services at nine (9) different centralized locations within the City of Santa Fe. Students wishing to participate in this must register at the start of the school year.

Anticipated Changes to Charter Renewal for 2020

As part of TECS's upcoming 2020 charter renewal application that will be submitted in late 2019, the school's Governance Board is considering to include 6th grade into its current middle school structure, however the school is not considering increasing its enrollment cap at this time from the currently approved 400 students. This will bring TECS in better alignment with the grade configurations with several nearby elementary feeder schools while helping to fulfill a greater community need within the Santa Fe area, and will allow for expanded parental choice for those that wish to begin or continue grow with Dual Language and Bi-lingual programs early-on at the middle school level that will allow them to continue on with the programs throughout their high school years at TECS.

Students who start at TECS in 6th grade will have the opportunity to establish stronger relationships with other students and teachers earlier and will gain a deeper foundation within the Project-based Learning model that includes Dual Language strands as they move towards the College Preparatory aspects in the high school grades. This will result in stronger cohorts being established in the middle school grades and help student retention during the high school years where many charter schools often lose students to other school choices, as well as help maintain enrollment levels when high school students graduate early through TECS accelerated block scheduling.

2.2 Proposed Enrollment

2.2.1 - HISTORIC ENROLLMENT

Enrollment Guidelines

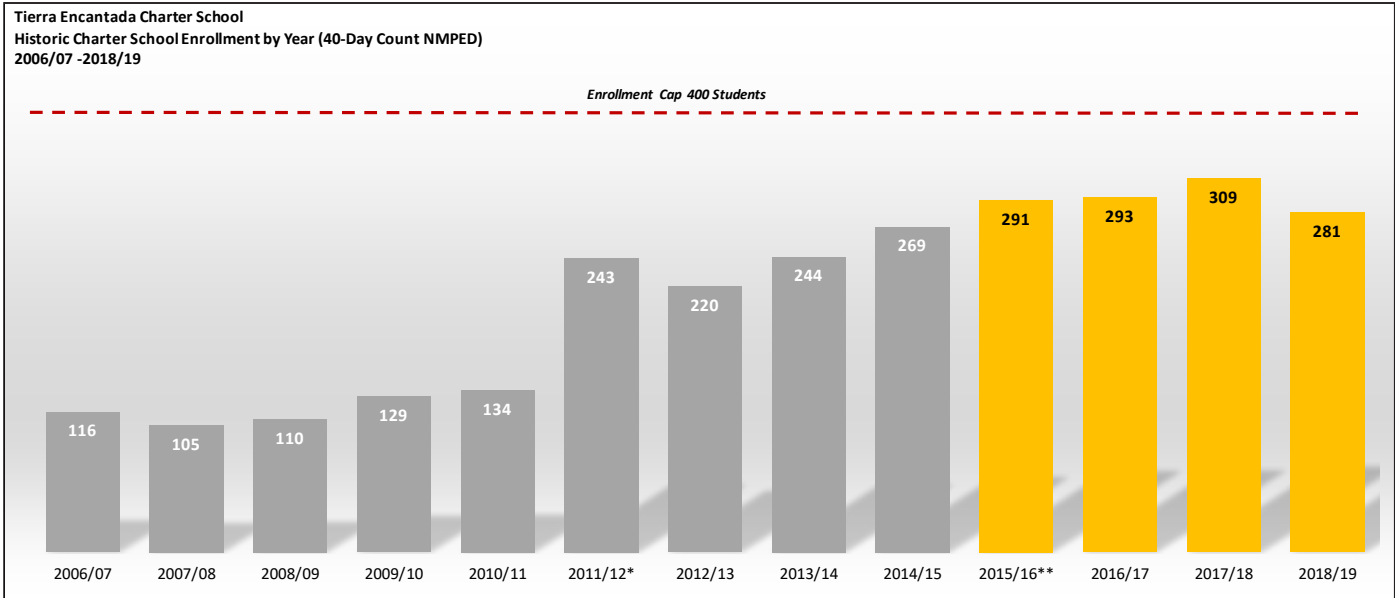
As a public charter school, Tierra Encantada Charter School accepts all student applications for enrollment during the Spring and Summer time for the upcoming school year on a first-come, first served basis; and accepts enrollment applications prior to each academic semester as space is available. If the total number of enrollment applications exceeds the number of spaces available, the school will hold a lottery with the results posted on the school's website: www.gotecs.org

When necessary, the school maintains an active “waiting list” of interested students who would like to enroll if space were available and contact them as soon as there are openings. For many charter schools, a waiting list becomes a key indicator for projecting growth, however in the case of TECS, the ability to enroll additional students is not a “*enrollment capacity*” issue at this time, it is actually limited by the “*functional capacity*” of the schools current facility to accommodate additional students up to the enrollment cap. The school currently has an enrollment cap of 400 students in grades 7th-12th, per the Approved Charter Renewal in 2015, when the school became a state charter school.

Historic Enrollment

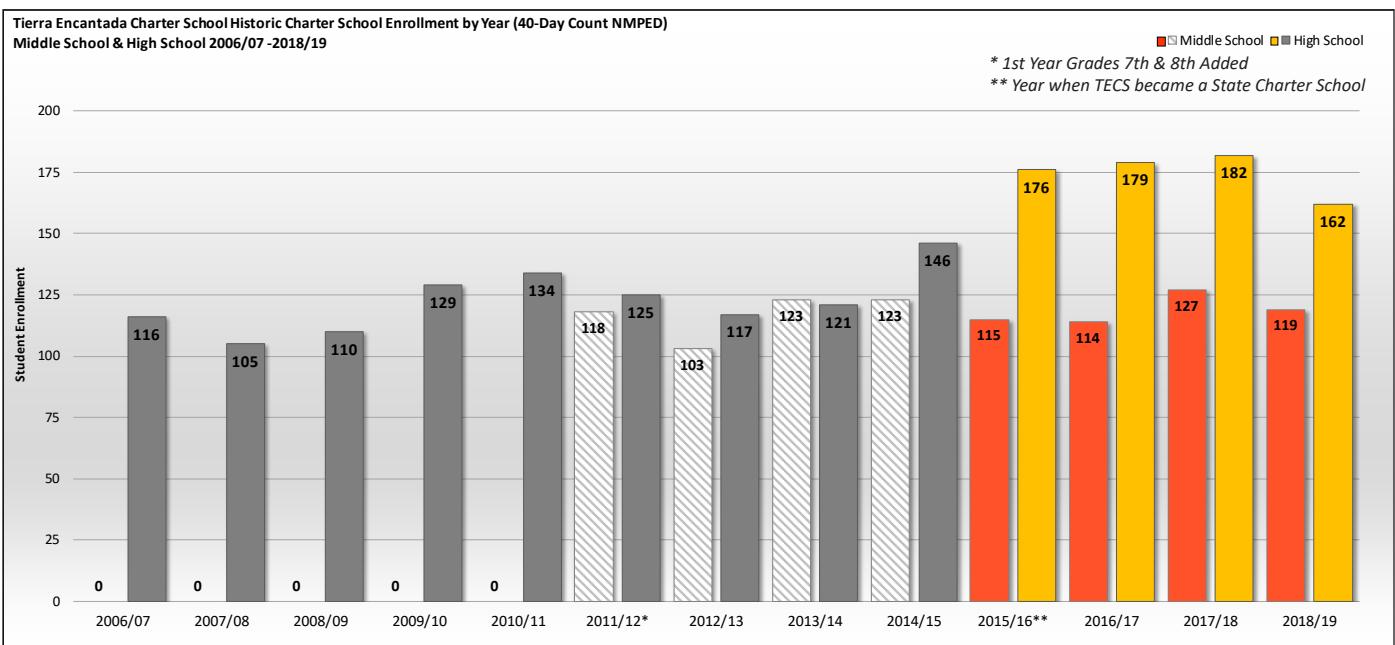
As an established charter school, TECS is currently in its 13th year of operation and was originally known as “Charter 37” when it was granted its charter in 2005, while it was part of the Santa Fe Public School District. In 2015, the school renewed its charter to become a state charter school, and as of the 2017/18 school year TECS relocated from the downtown Santa Fe area to its current facility on the south side of town on S. Richards Avenue. Between 2006/07 - 2010/11, TECS focused on establishing its high school enrollment in grades 9th-12th, and as part of its charter renewal in 2010, added 7th and 8th grade as of the 2011/12 school year. TECS has seen a consistent student enrollment since its inception in the 2006/07 school year as grade levels were added but has yet to reach its full enrollment cap due to facility limitations, which also has had a direct impact on the schools ability to increase and improve program offerings for students. The school did see an increase in enrollment of 8.2% between 2014/15 and 2015/16 when the school transitioned from a SFPS Charter School to a State Charter School, and another increase of 5.5% in 2017/18, to 309 students when the school relocated to the south side of Santa Fe. As of the 2018/19 school year, enrollment declined approximately 9.1% to 281 students, returning close to the enrollment levels of 2015/16 and 2016/17. Some of the enrollment loss may be attributed to a few nearby charter schools in the area adding competing grade levels, and increasing program offerings for students that TECS currently does not have. The chart on the following page shows the school's historic enrollment pattern over the past thirteen years.





Source: New Mexico Public Education Department, 40-Day Enrollment 2006/07 - 2017/18 and TECS 2018/19

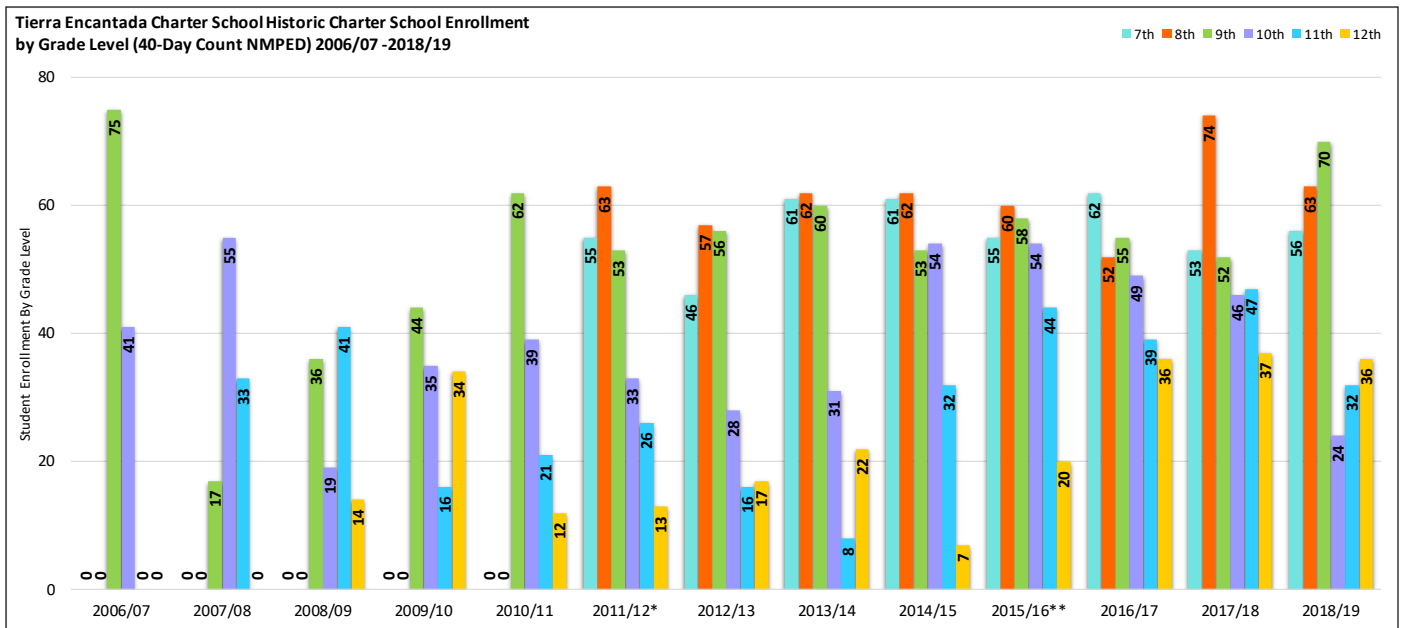
Tierra Encantada Charter School offers both middle and high school programs, starting in 7th grade through 12th, to provide parents and students in the Santa Fe area an alternative small school option that provides a college prep environment with a focus on project based learning and dual language programs. Since TECS began its middle school program in 2011/12, it has had a strong and stable enrollment in grades 7th and 8th as many of the local elementary schools in Santa Fe are configured as K-6th schools, which is a “natural” transition point for most students, although there are still several schools remaining that are operating as K-5’s. Student enrollment in the high school grades fluctuated some for the first nine years, however as of the 2015/16 school year high school enrollment increased beyond 150 students where it has stayed for the past four years. The chart below reflects TECS’s enrollment history for both middle and high school enrollment since the 2006/07 school year.



Source: New Mexico Public Education Department, 40-Day Enrollment 2007/08 - 2017/18 and TECS 2018/19

Enrollment by Grade Level

As one of many public middle and high school choices in the Santa Fe area, many incoming middle school and freshman students choose TECS over traditional middle school and high school options available locally. Enrollment in grades 7th through 8th over the past five years have on average ranged between 57-63 students per grade level. Middle school enrollment is critical to sustaining TECS’s cohorts at the high school level as students transition into the 9th grade, and based on historical enrollment information recruiting efforts may need to increase in this area. As a transitional year for TECS, enrollment in the 9th grade historically experiences a small decline in enrollment as the 8th grade cohort advances, students either choose to remain enrolled at the school or transfer to another high school, on average over the past five years the school has lost 8.3% of the 8th grade cohort at the 9th grade transition. Once past the 9th grade transition, the school has been able to maintain its 10th through 12th grade cohorts between 81-85% over the last 5 years, at a rate similar to or greater than most traditional high schools. The chart below identifies the historical enrollment by grade level since 2006/07 through 2018/19.

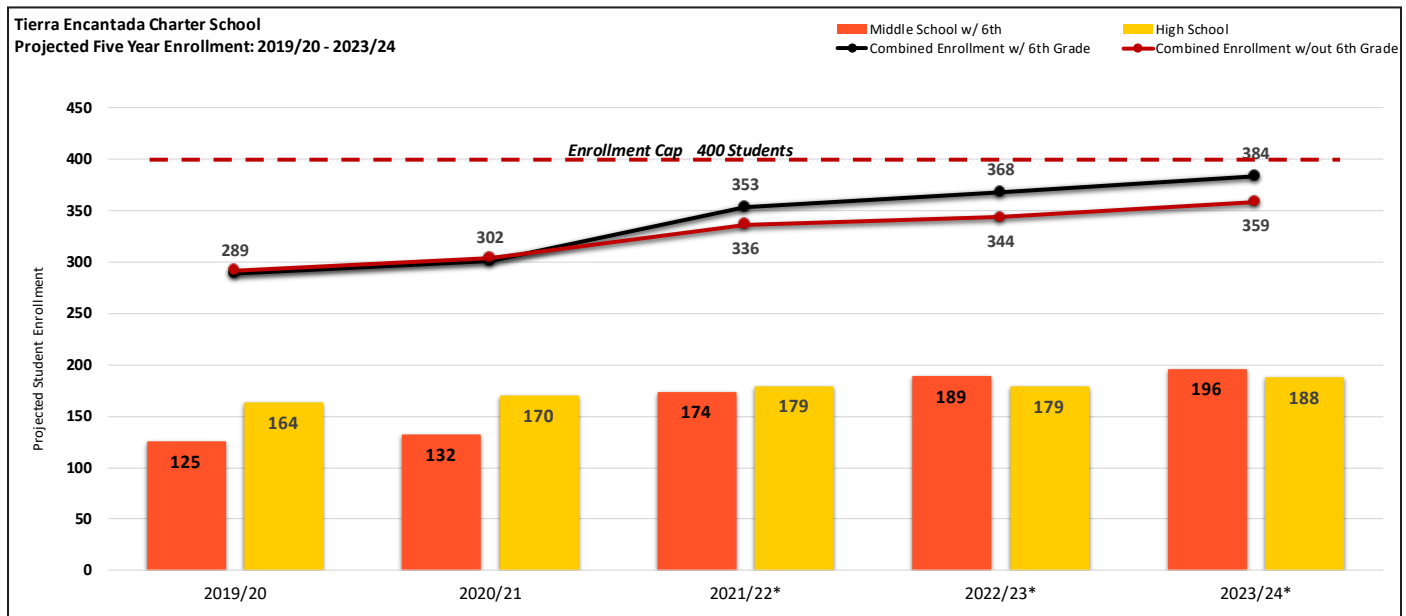


Source: New Mexico Public Education Department, 40-Day Enrollment 2006/07 - 2017/18 and TECS 2018/19

Projected Enrollment

TECS serves a large range of students in grades 7th-12th, and due to natural attrition at the eighth to ninth grade transition, specific enrollment patterns are often difficult to predict. However, the school’s has had a stable enrollment pattern over the past 13 years, where at least 75-85% of the student cohorts remain enrolled at the school, which is expected to continue over the next five years. TECS would like to expand its educational program offerings to attract and retain students; but must have the student enrollment to support both additional instructional staff and programs. Over the next five years the school is preparing to grow its enrollment within in its existing cap to between 350 - 380 students by either adding 6th grade beginning in the 2021/22 school year if approved in its 2020 charter renewal, or through recruiting more students in the existing middle school grades to create larger sustaining cohorts for high school advancement. If the addition of 6th grade is approved by the school’s Governance Board and as part of its 2020 charter renewal, enrollment for grades 6th-8th should range between 65-72 students per grade for a class loading between 21 -24 students which is within its charter guidelines and NMPED requirements. If the addition of 6th grade is not approved, the school will need to increase its recruitment efforts in grades 7th-8th to increase

enrollment between 75-85 students per grade, as well as work to recruit additional incoming freshman students. Enrollment in the high school grades would slightly increase with larger middle school cohorts and would range between 40 - 65 students per grade level but would most likely still maintain similar retention rates in the 81 - 85% range. The chart below identifies the projected enrollment over the next five years for TECS (both with and without 6th grade) based on historic enrollment trends, cohort survival, and the continued demand for the schools academic programs.



The school’s current facilities are not sufficient to reasonably accommodate the increased enrollment beyond 5% of its functional capacity of 290 students at the current site. TECS will need to consider a lease-purchase option of the current facility to expand capacity, an amendment to the current lease to add portable classroom facilities, relocate the school to a larger facility that can accommodate the increased enrollment and academic programs, or consider constructing a new facility that will be owned by the school.

Future Enrollment Considerations

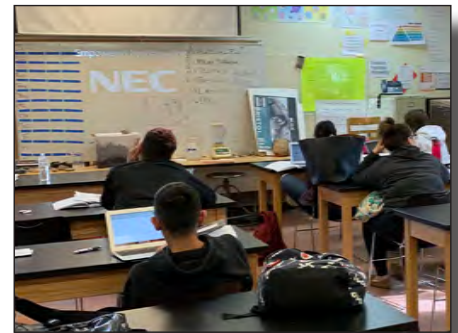
As new housing continues to be constructed on the south side of Santa Fe, TECS will continue to be desirable option for parents that want an alternative middle and high school environment that is not part of the SFPS system. TECS has three years remaining in its lease at its current location giving it time to undertake its charter renewal, and to negotiate lease options with the current lease holder. While it is desired to begin increasing enrollment by the 2021/22 school year, if facility capacity issues have not been resolved in time it can be delayed until new facilities are acquired as long as the school continues to have an overall enrollment between 285 - 304 students.

2.2.2 - CLASSROOM LOADING POLICY

The maximum number of students within a classroom serving grades 7th and 8th should be in the range of 19 to 27 students, and in grades 9th through 12th it should be in the range of 21 to 30 students per the New Mexico Public Education Department (NMPED). These NMPED ranges are based on a “traditional” middle and high School classroom loading plan, however TECS has identified in its charter that the desirable pupil/teacher ratio (PTR) will be an *average* of 22:1 for all grade levels. However, based on actual class scheduling, enrollment, and available classrooms/ teaching staff, classroom loading often ranges between 12 to 25 students in grades 7th-2th. These fluctuations of the student population by grade level and the limitations of existing available classroom space can result in classroom loading often exceeding the *average* PTR.

2.2.3 - CLASSROOM NEEDS

The projected classroom needs for TECS is based on the school’s “current” enrollment and ability to meet “current” educational program needs and the school’s projected enrollment and future educational programs that do not exceed the enrollment cap of 400 students. This analysis assumes classroom loading numbers listed above, continuing the schools current delivery methods and utilizing the school’s current facility as baseline for “current” and future facility needs, of course if the school were to consider relocation a revised analysis would need to be completed and an inclusion of the educational program/ specifications component would need to be included in an update to this document. The number of classrooms currently available at the TECS campus is insufficient to accommodate the existing and projected number of students under these conditions based on the enrollment of the school. Based on student input regarding the existing curriculum, there is demand for additional elective course offerings that would include career education, a fine art program, as well as the need for science labs that meet NMAS requirements, and a gym with a full-size court area to expand its physical education curriculum.



While the current enrollment can be accommodated within the existing general classrooms available, there are not any ½ size Exceptional Education resource classrooms available for students that require supplemental academic instruction nor are there any ancillary spaces available for students that require PT/OT/SLP and other services, all which often have to be provided in the corridor. The existing science labs are in a general classroom that has one sink available but does not meet middle or high school requirements of a lab environment and the multi-purpose space is less than half the court size of a standard high school court. With the less than ideal environment to accommodate the school’s current enrollment, additional space will be needed as the school works towards increasing its enrollment closer to its enrollment cap of 400 students.



The chart on the following page lists the existing instructional spaces for the current year, the classroom demand if the school had the actual space available to provide Exceptional Education support instruction and

ancillary services and to add a Visual Art program to the curriculum which would require two (2) 1/2 size classrooms and 1 full size classroom. The chart also includes the needed instructional spaces in the future that would be required for the school to add 6th grade to its enrollment *or* to increase its enrollment in grades 7th-9th to bring the school closer to the enrollment cap of 400 students, this would require an additional three (3) full size classrooms on top of the ones already needed. Over the next five years, the school will need to either need to work with the current owner of the existing facility to lease additional space (if available), relocate portable classrooms on site (*if possible*) to support its existing and future enrollment needs and hire additional teachers, or consider other facility options prior to the end of it's lease agreement.

Tierra Encantada Charter School Grades 7th-12th	Existing Classrooms 2018/19	Classroom Demand to meet Current Program Needs In Existing Facility	Future Classroom Needs In Existing Facility w/ 6th Grade in 2023/24
General Classrooms			
Language Arts/ English	4	4	4
Mathematics	4	4	4
Humanities/ History	3	3	4
Science Lab	2	2	2
Foreign Language	1	1	1
Subtotal General Classrooms	14	14	15
Specialized Classrooms			
Physical Education (Multi-Purpose)*	1	1	1
Visual Art Lab	0	1	1
Maker's Space**	0	0	1
Elective - TBD	0	0	1
Subtotal Specialized Classrooms	1	2	4
Exception Education & Support Classrooms			
EED Resource/ Intervention/ Ancillary	0	0.5 (2)	0.5 (2)
Subtotal Exception Ed. & Support Classrooms	0	0.5 (2)	0.5 (2)
Total # Instructional Spaces	15	17.0	20.0
Functional Capacity	290	333	394

* The size of the existing Multi-Purpose Room is 2,491, which is half the size of a standard middle or high school gym and for capacity purposes has been only been counted as one (1) instructional space instead of two (2) because the size of the space limits the types of activities and number of students that can be accommodated at one time.

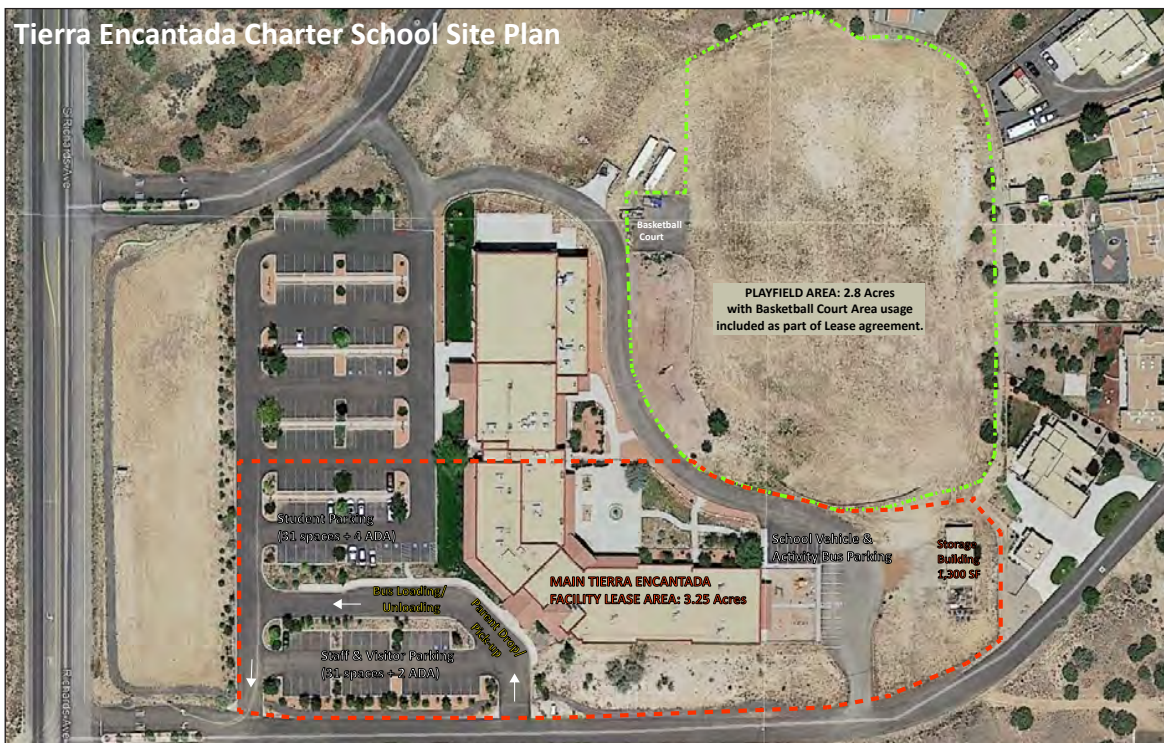
** Maker's Space can be used as a 3rd Science Lab for General Science

2.3 Site & Facilities

2.3.1 - LOCATION

The Tierra Encantada Charter School campus is currently located on the south side of Santa Fe just off of S. Richards Avenue at 4601 Mission Bend, it relocated to the new site from the old Alvord facility in 2017/18. TECS shares the site with the Light at Mission Viejo Church, and is leasing the south portion of the building consisting of 28,406 SF that was once part of a private school that was operated by the church. The site is partially surrounded by undeveloped real estate on the west side of S. Richards Avenue, low density residential development to the north and east, and I-25 to the south. The south side of the site, as well as the playfield and the basketball court on the east of the building are included in the school’s lease and account for approximately 6.0-acres of the overall 9.75-acre site. TECS has a five-year lease agreement in place for both property and facilities with the non-profit organization for the Light at Mission Viejo Church, which is paid for through the school’s annual Lease Payment Assistance Award from the Public Schools Capital Outlay Council. The lease agreement provides an option to negotiate the purchase of the facilities and site in the future from the church, however it would require a property appraisal to determine fair market value.

The primary entrance to access the school is located on the south end of the site off S. Richards Avenue, as the north entry is reserved for church use. The south entry to site is also used to access the drive lane near the main entrance for bus and parent drop-off and pick-up. The parking area directly in front of the school’s main entrance contains 33 parking spaces, two (2) of which are ADA compliant that is for use by visitors and school staff. Directly, north of the bus loading zone, there is an additional three rows of parking that contains 35 parking spaces, four (4) of which are ADA compliant that are utilized for student parking. On the east side of the campus, there are 14 additional parking spaces that are utilized for school vehicles and activity buses. TECS contracts with Herrera Bus Transportation to offer students drop-off and pick-up bus services at nine (9) different centralized locations within the City of Santa Fe at no charge. The east side of the campus also has a 1,300 SF garage/ storage building that the school has usage of under its lease agreement for storage of materials and camping gear that is used during scheduled times of the year as part of the school’s curriculum.



2.3.2 - FACILITY EVALUATION

After nearly a decade at the old Alvord facilities near downtown Santa Fe owned by Santa Fe Public Schools, Tierra Encantada Charter School relocated to its current home at 4601 Mission Bend in 2017/18. The school currently leases the south side of the building that is owned by the Light at Mission Viejo Church, which consists of a 2-story 28,406 SF structure that was originally designed and constructed as a PK-12th grade private school in 2005. The remainder of the facility located in the north side of the building (approximately 16,250 SF) was constructed as part of a later phase and is being used and occupied by the Light at Mission Viejo Church. The existing facility meets NM Adequacy Standard requirements for classrooms and support spaces. As the current utilization and capacity analysis will show in Section 2.4, the school is well utilized and supports the current enrollment, however available instructional space is lacking for a Visual Arts program, Exceptional Education instruction and intervention, and ancillary services such as PT/OT/SLP and other required services; all of which combined would require one additional full-sized classroom and two ½ size classrooms. In order to meet future increased enrollment needs beyond the current identified needs and classrooms available, three additional classrooms would also be needed.

Conformance with Adequacy Standards

The current TECS facilities conforms to slightly above the minimal level of 650 SF as required in the NM Adequacy Standards as they pertain to charter schools in regards to the size of general classrooms which range in size from 664 SF to 708 SF. As a charter school, TECS is eligible to receive variances for certain program areas if needed and applicable to the schools charter and educational delivery method. A good example of such a variance that TECS requires would be for NMAS 6.27.30.17 Food Service (B) for the size of a “full service kitchen”, the school does provide and prepare meals for students on-site with staff employed by TECS utilizing the existing kitchen that was constructed to support the former private school, which is sufficient for the current schools needs.

With the number of students TECS currently serves at nearly 300, it operates more like a “traditional” middle and high school that includes a project based instructional model that often requires more space for students to work in. By operating more like a “traditional school”, TECS is in need of program specific space that is sufficient to meet the educational needs of its students. Some of the space deficiencies based on the current enrollment include the need for existing science classrooms to be converted into standard “science labs” with workstations, a Visual Arts classroom, two ½-size EE Resource/Intervention classrooms that can be shared with ancillary services, gym with full-size play court, and additional general classrooms to meet future enrollment needs.

Facility Evaluation

Visions In Planning, Inc. evaluated the TECS campus to identify both maintenance and long-range capital improvement needs for the school to work towards completing over the next five years. Section 5.4 - Master Plan Supporting Documents contains the facility evaluation.

FAD Update

The full FAD update is in Section 5.4 - Master Plan Supporting Documents and has been submitted to NMPSFA for updating

Facility Needs

Visions In Planning, Inc. used the following methods to identify the list partial list of facility issues below:

- Analysis of compliance with adequacy standards where applicable,
- Physical condition assessment to determine facility conditions needs,
- Results of interviews with TECS administration and staff,
- Planning team observations*

* It should be noted that some of the items observed during the facility walk-thru may not be able to be corrected as they may fall under the responsibility of the Owner as a "Building System" OR the lease may not allow for major modifications to the building or site unless the school is in a "lease/purchase" agreement with the owner or purchases the facility outright.

General Classrooms

Classrooms range in size between 664-708 SF, the typical scheduled class size averages 14-28 students based on the school's current enrollment and classrooms are often difficult to rearrange for group projects and other activities.

- Minimal square footage for class sizes to support a "project based" learning model.
- Painting and interior wall repairs needed.
- Additional power is needed to support 1-to-1 technology instruction delivery.



Science Labs*

There are two larger general classrooms (814 SF ea.) that are used for science instruction with class sizes ranging between 18-24 students. Neither classroom meets the requirements of a standard middle or high school science lab. Each classroom has only one sink which is not designed or rated for chemical use. Students do not have access to proper lab stations, power or water to perform basic science experiments. There are restrooms in each science classroom that are being used as "quasi" prep rooms, have flammable storage cabinets, improper ventilation, and hand-wash sinks used for various prep activities. The typical class size averages between 18-25 students and classrooms are often difficult to rearrange for group work and other activities.

- Function/ Layout in Science classrooms needs to be improved to better support science instruction.
- Need student lab workstations with water, power, gas (can be optional)
- Need teacher demonstration station with water, power, gas (portable)
- Need Shower/Eyewash Station
- Need Fume Hood - Portable may be a good option to consider
- Non compliant "science prep" or storage rooms.
- Painting and interior wall repairs needed



Exceptional Education/ Ancillary Services*

As of the 2018/19 school year, TECS had approximately 20% of its student population that qualified for exceptional education and support services, and over the next five years students that require support

services is expected to grow another 5-10% as enrollment increases. While the school operates on an inclusion model, many students still need supplemental instruction and/ or ancillary services that requires a separate space for students to receive services in. Currently, supplemental instruction and/ or services are provided in the corridors, in the teacher’s collaboration area, or any space that happens to be temporarily vacant. This often has to be done with one or two students at a time versus having a series of classes scheduled that can accommodate more students at a time due to the lack of available classroom space and impacts the quality of the student’s instructional time.

- Lack of available ½-size Resource Classroom Space to provide Exceptional Education Resource Instruction and Ancillary Services (2 are needed)

*Additional Facility Needs**

- Four additional classrooms are needed to meet programmatic and future enrollment needs
- New gym with full-size play court and dressing rooms for a fully functional Physical Educational program for all grade levels (6th) 7th-12th grade.

Site/ Play-fields

- Grading & drainage improvements - Ponding issues various areas
- Parking crack repairs, resealing, and re striping
- Property perimeter* - Perimeter fencing does not enclose the site (safety/security)

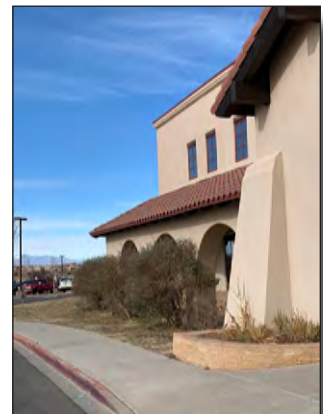
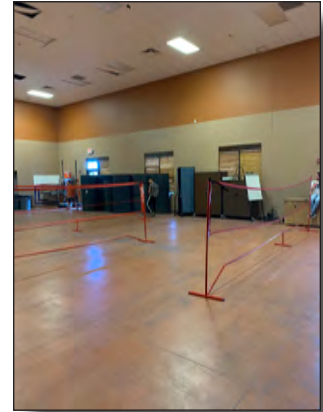
Statewide Adequacy Standards

New Mexico’s statewide Adequacy Standards for primary and secondary educational facilities (NMA 6.27.30) are guidelines for public school districts to “... provide and sustain the environment to meet the needs of public schools.” They are intended to create a minimum facility standard to establish equity among all educational facilities serving New Mexico public school students. Alternative and Charter Schools may seek a variance for facilities, since they do not necessarily conform to the programs, delivery methods, and facility needs and budgets that are the basis for the standards. It is through these variances that these types of schools are intended to meet many of the facility requirements for their “alternative programs” through “alternative methods” when applicable. However, both alternative and charter schools must provide the minimum square footage allowances for general classroom spaces, as identified in the NM Adequacy Standards. Because TECS operates very similar to a traditional combined middle/high school, it requires of some of the more “traditional” type classroom spaces found in other middle/high schools in the SFPS district such as general classrooms, science labs, art and elective classrooms, and gymnasium.

It should be noted that while TECS meets all of the required standards in the area’s listed below (statute section citations in parentheses), there are several areas in which the school’s educational programs - general classroom, electives, exceptional education, physical education, and science lab that need to meet the higher requirements of a traditional middle/ high school that need improvement.

(6.27.30.8) General Requirements - Required

- Building structural soundness (A.1)
- Weather-tight exterior envelope (A.2)



- Interior surface condition (A.3)
- Interior finish harmful elements (A.4)
- Building system integrity (B.1)
- Plumbing type / accessibility (B.2)
- Adequate fire alarm system (B.3)
- Adequate two-way communication system (B.4) (*Phone system only - no intercom*)

(6.27.30.10) Site - Required

- Student drop-off pedestrian pathway (A)
- Protection of building structural integrity (C)
- Potential of flooding, ponding, or erosion (C)

(6.27.30.11) Site Recreation and Outdoor PE

- Playground and Play Area
- Multipurpose playing Area (Basketball Courts)
- Playing Field w/ Movable Equipment

(6.27.30.12) Academic - Required

- Appropriate size (A)
- Lighting (C)
- Temperature range (D)
- Acoustics (E)
- Air quality (CO2 PPM) (F)



2.4 Capacity & Utilization Analysis

2.4.1 CAPACITY & UTILIZATION

The capacity of a school reflects how many students the school's physical facility can serve effectively. There are various methodologies that exist to calculate the capacity of a facility depending on the objective and time when its analyzed. It is not uncommon to review an existing facility only to find that the capacity which once had been assigned to it is now greater than what can be reasonably accommodated today. This can be primarily attributed how educational programs have changed and evolved over time, especially in a Charter School environment where alternative instructional programs and methodologies are often used.



Over the past sixty years, educational programs in public schools and the way they are being delivered have changed significantly with technology being a main driver both now and in the future. Repeated arguments are heard that “This school was able to accommodate 600 students thirty years ago and now you are saying it can only accommodate 400 students today. How can this be the case?” Persons making these statements often do not realize that when the building was originally constructed, the average class size was 30 students, the music program was being held on the stage, the teacher provided art on a cart, there were no computer labs, the Kindergarten program went from half day to full day, and special education students with severe developmental and medical needs were in separate facilities and did not attending mainstream public schools. Add to this the fact that many states have legislation for class sizes of 22 or under for the early elementary grades, funding for Pre-K is expanding, and there are many more required at-risk student programs that must be adhered to.

A critical component of a capacity and utilization analysis is how each classroom is actually used and managed. An analysis of how each classroom space is used daily at Tierra Encantada Charter School was accomplished through review of the school's master schedule, floor plans, facility walk-through, and confirmation of any questions regarding use by the school's director and principal.

In defining the “capacity” of a facility, it simply refers to the number of students a school can accommodate based on the educational model for the specific use, however for the State of New Mexico there are two types of capacity measures that are calculated as part of the Facility Master Plan: Maximum Capacity (also known as Design Capacity), and Functional Capacity.

- *Design Capacity* is the desired maximum student capacity of a school at the time of the building's design and assumes the maximum number of students per each classroom or “learning space”. This counts every available space including specialized spaces such as art, music, SPED, career tech classrooms, etc., for general education use – it usually results in a fixed number. Class-loading follows either NMPED ‘standards’ or a modification of this standard utilizing the student loading factor that reflects average pupil/teacher ratios (PTR) of that was approved in the schools charter by NMPED/PEC.
- *Functional Capacity* is the amount of students a school can accommodate by taking into account the site specific educational program, number of classrooms or “learning spaces” available to regular, and C & D level enrollments - multiplied by a student loading factor that reflects average

pupil/teacher ratios (PTR) as identified in the school’s charter and approved by NMPED. The results are then multiplied by factors addressing the school’s size/cap, scheduling utilization, physical classroom size divided by nsf per student per NMAS for non-standard sized classrooms, special education inclusion/ non-inclusion, overall school size (current enrollment vs enrollment cap) and grade levels served. In the case of middle and high schools, specialty classrooms are counted towards available capacity; however, instructional areas that are used for special federal and categorical programs for all school types are exempted.

NMPSFA Guidelines for Capacity & Utilization

As part of the capacity and utilization analysis the following criteria was established by NMPSFA and was used to identify and categorize the instructional spaces available at Tierra Encantada Charter School. A review of the existing facility identifies all available classrooms for instruction to determine whether or not they meet the current and projected classroom needs based on the school’s educational delivery model and enrollment needs. The existing floor plans and space *utilization* chart for the school identifies how the facility is being utilized classroom by classroom, and class period by class period. From that information, utilization and capacity of the facility was analyzed and calculated as it relates to the State of NM Adequacy Standards (NMAC 6.27.30) and Tierra Encantada Charter School’s approved charter.

Middle / High School (6th or 7th thru 12th Grade)		
Classroom Use	Notes	Space
Standard Classroom	Graded, 650 sf min, 27-30 students maximum	U&C
Special Ed. Classroom	If Std. Or 1/2 CR size	U&C
1/2 Classroom	450-650 sf - 12 students maximum. Do not count seminar rooms	U&C
Labs	Science, Business Ed, Foreign Language	U&C
Music	Chorus, Band, Orchestra. Do not count rehearsal or ensemble rooms.	U&C
Computer Lab	Count all, including "open" lab. Not counted if part of Media Center	U&C
Shop/Home Ec. Lab	If separate labs with separate access count each	U&C
Shop/Home Ec. Classroom	Only if separate space <u>and</u> separate access	U&C
Gymnasium	Count full-size gym as 2. Count usable mezzanines	U&C
Wrestling Gym	Or Dance, Gymnastics	U&C
Weight Room	Count only if a scheduled class	U&C
Auditorium	Only if fixed seating	U&C
Lecture Hall	Always count	U&C
Program Management Space	If Std. or 1/2 CR size - Tutoring, School to Work, ISS, Detention, etc.	NC
Greenhouse	Not counted	NC
Media Center	Not counted	NC
Multipurpose Room	Not counted - Commons, Lunch Room, Cafeteria, etc.	NC
Lounge, etc. in Classroom Space*	Classified as Non-instruction/non-program Space see (*) to determine inclusion or exclusion	NC

Key:

U&C: Counted as part of utilization/capacity analysis. NC: Not Counted for Utilization/Capacity.
 U: Counted for utilization analysis, but not for capacity Analysis. U&C: Counted as part of utilization/capacity analysis if a class is scheduled.

** Administrative and Non Instruction/Programs - Classrooms greater than or equal to 675 SF used by the school for administrative or non-teaching purposes will be counted as having capacity. They include but are not limited to: office, workroom, parent's room, lounge, storage, custodian, maintenance, tutoring, counseling, vending and production. If a school can demonstrate that the administrative or non-teaching function is required at the school, and that no other space is available that can adequately house the function, then the classroom is excluded from capacity.*

Currently the *Maximum/ Design* (100%) capacity at TECS is 345 students, which would require that every available classroom would be fully loaded and scheduled to its maximum PTR of 22 students, however as a charter school that serves middle and high school grades (7th-12th) on a daily rotating class period schedule,

it would mean that the school would need to recruit and maintain between 55-60 students per grade level to operate at 100% maximum efficiency. This level would be very challenging even for a traditional middle or high school to operate and maintain at 100% efficiency, as it leaves very little flexibility in many of the classrooms to deliver instruction and make adjustments to course scheduling to accommodate enrollment needs. Taking into account TECS's educational delivery model of Expeditionary Learning which utilizes project-based learning for instruction and the course offerings available to meet NMPED and charter requirements, the *Functional Capacity* for TECS has been calculated to be a total of 290 students. The current 40-day enrollment for 2018/19 is 281 students in grades 7th -12th grade and the school is currently nearing capacity. In 2017/18, enrollment was 309 students and many classes were fully loaded to capacity, which challenged the school's operation and flexibility. The school's Functional Capacity *should not* be exceeded by more than 5% *or* 304 students before additional classrooms or facility options must be considered.

Utilization of Current Facilities

Utilization refers to the actual placement of students within the classroom measured against the NMPED maximum or in the case of a charter school - the maximum class size identified and approved in the school's charter. In general, most middle/ high schools do not utilize each classroom to 100% because of the uneven number of students per grade level (i.e., enrollment is not equally divisible by 22, 24, etc.). The NMPSFA guidelines indicate a maximum efficiency for middle and high schools to between 80-95% depending on the type of instructional model and schedule being used by the school, this information is even more critical in the case of a charter school as oftentimes non-traditional instructional methods, schedules or class sizes play a large factor in determining the actual utilization of a classroom. For this analysis, the Tierra Encantada Charter School currently utilizes its facilities efficiently at 93% with an enrollment of 281 students in grades 7th-8th based on a 7-class period day. The school has two lunch periods scheduled - one for middle school students and one high school students, at which time is when most teachers get their lunch break and classes are not scheduled.

It should be noted that the school operates on a collegiate model, as there are 21 teachers (FTE's) for 15 available classrooms. Teachers do not "own" specific classrooms, as they rotate through several different classrooms throughout the day, which helps keep the utilization of the school high. There is a centralized "Teacher Collaboration Work Area" with desks to each teacher, work area, conference table for teachers to meet with students and provide supplemental instruction as needed.

The charts on page 33 identify the current number of available classrooms, maximum and functional capacity as well as the actual needed demand for classrooms both currently and in the future considering both the school's educational programs and enrollment. The subsequent chart on page 35 demonstrates the "actual" utilization of the facility based on how the school is scheduled and used on a daily basis.

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Table 2.4.1.B Current Utilization Chart - Tierra Encantada Charter School

The Utilization Table below is for the TECS 2018/19 school year, based on current enrollment and program demands, the school has sufficient available classrooms to meet its average PTR of 22:1, however it is lacking sufficient available SPED resource classrooms and ancillary spaces to provide PT/OT/SLP and other services. On average, the general classrooms have between 670 - 817 SF available. The school currently has a 93% utilization rate and uses its facility very effectively.

School: Tierra Encantada Charter School Date: December 4, 2018

Grade Level	2018/19 Enrollment (40-Day)	# SPED	Current # of Teachers	# of General Teaching Spaces
7th	56	11	4	SHARED
8th	63	13	4	
9th	70	17	4	
10th	24	5	4	
11th	32	4	3	
12th	36	7	2	
Total	281	57	21	

Utilized Classroom
 Unscheduled Classroom
 No Class Scheduled - Lunch MS or HS
 Shared Classroom
 Gen Classroom Used for Ancillary
 Number of Lunch Periods **2**

School Specific Notes:

- The school operates on a collegiate model, and teachers do not "own" specific classrooms and they rotate through different classrooms during the day to help keep utilization high. There are two scheduled lunches which is when the largest number of classrooms are unoccupied. There is a centralized "Teacher Collaboration Work Area" with desks for each teacher, prep area, and area for teachers to meet with students and provide supplemental instruction.
- The school is located in a former private school and the leased area does not have "actual" Science Labs that meet NMAS which are needed.

Rm #	Room Name/ Type	Crm NSF	1		2		TEACHER(S) ASSIGNED	3		Period 1 Time: 8:00 - 9:30		Period 2 Time: 9:32-11:02		Period 3A (Crew) Time: 11:04-11:44		Period 3B (Crew) Time: 11:44-12:24		Period 4 Time: 12:24-1:54		Period 5 Time: 1:56-3:26		Period 6 Time: 3:28-4:13		Tot. St.	PED Max. PTR/Day	Tot. % Rm Occ. / Day	Occ # of Pd.'s / Day	% Pd. / Day							
			Max # of St./ Sq Ft	PED MAX PTR / C/m	Subject	# of St.		% Rm Occ.	Subject	# of St.	% Rm Occ.	Subject	# of St.	% Rm Occ.	Subject	# of St.	% Rm Occ.	Subject	# of St.	% Rm Occ.	Subject	# of St.	% Rm Occ.						Subject	# of St.	% Rm Occ.				
110	General Classroom	674	27	27	K. Montoya T. Abeyta	Math 7	19	70%	Algebra 1	22	82%	Seminar (Crew)	21	78%	NONE/ Lunch	0	0%	Math 7	18	67%	ELA 7	24	89%	Applied Math	12	45%	116	150	61%	6	86%				
111	General Classroom	674	27	27	J. Lewis F. Salas C. Marquez	Geometry	15	56%	Algebra 1	26	96%	Seminar	11	41%	NONE/ Lunch	0	0%	Geometry	22	82%	ELA 3	16	59%	Applied Math	13	48%	103	150	55%	6	86%				
112	General Classroom	674	27	27	R. Murphy S. Mudge L. Thornton A. Kirkland	Community Service	6	22%	ELA 2	19	70%	Seminar	17	63%	Seminar	16	59%	Health	24	89%	ELA 8	19	74%	Sociology	6	22%	108	150	54%	7	100%				
113	General Classroom	678	27	27	T. Abeyta L. Thornton A. Kirkland	ELA 1	25	93%	ELA 1	24	89%	Seminar	17	63%	NONE/ Lunch	0	0%	NONE	0	0%	Early US History	23	85%	ELD	20	74%	109	150	58%	5	71%				
114	General Classroom	674	27	27	C. Marquez S. Mudge	ELA 4	14	52%	Creative Writing	25	93%	Seminar	15	56%	NONE/ Lunch	0	0%	US History	21	78%	Principles of Democracy	14	52%	ELD	22	82%	111	150	59%	6	86%				
115	General Classroom	678	27	27	A. Kirkland A. Gandara	ELA 7	19	70%	ELA 7	18	67%	Seminar	16	59%	NONE/ Lunch	0	0%	World History	23	85%	NM History	21	78%	Journalism (ELD)	16	59%	113	150	60%	6	86%				
121	General Classroom	664	27	27	J. Lewis J. Karthausser F. Salas	Anatomy & Physiology	12	48%	NONE	0	0%	NONE/ Lunch	0	0%	Seminar	17	64%	Academic Skills	16	60%	Chemistry	18	68%	Applied Math	14	53%	78	150	42%	5	71%				
123	General Classroom	814	33	27	J. Karthausser F. Salas	Physical Science	23	85%	Financial Literacy	20	74%	Seminar	13	48%	NONE/ Lunch	0	0%	Life Science	21	78%	Physics	24	89%	Drama/Intro to Theater	19	70%	120	150	63%	6	86%				
125	General Classroom	817	33	27	J. Zebrowski A. Gandara	Environmental Science	18	67%	NM History	19	70%	Seminar	16	59%	Seminar	18	67%	Biology	12	44%	Art Rocks	24	89%	Art Rocks	20	74%	128	150	67%	7	100%				
151	General Classroom	674	27	27	K. Miera C. Olivas L. Thornton R. Murphy	Health	25	96%	ELA Lab	24	89%	Seminar	18	67%	Seminar	15	56%	NONE	0	0%	ELA 3	17	63%	NONE	0	0%	100	150	53%	5	71%				
152	General Classroom	674	27	27	A. Del Valle K. Miera	Spanish LA	25	93%	Spanish LA	21	78%	NONE/ Lunch	0	0%	Seminar	16	59%	Spanish LA	24	89%	NONE	0	0%	Spanish LA	31	115%	118	150	63%	5	71%				
PE	Multi-Purpose/ Cafeteria	2,495	52	27	G. Rodriguez	PE	18	67%	None	0	0%	Middle School Lunch	119	441%	High School Lunch	162	600%	PE	25	93%	HS PE	24	89%	Athletics	23	85%	354	150	187%	6	86%				
204	General Classroom	708	27	27	P. Arevalo-Sanchez K. Miera	Spanish LA	19	70%	Spanish LA	22	81%	NONE/Lunch	0	0%	Seminar	19	70%	Spanish LA	17	63%	Applied Math	22	81%	Spanish LA	24	89%	123	150	65%	6	86%				
205	General Classroom	708	27	27	De Andres Presa G. Rodriguez	Spanish LA	30	111%	Spanish LA	21	78%	Seminar (Crew)	18	67%	NONE/ Lunch	0	0%	Spanish LA	25	93%	Fitness	18	67%	Spanish LA	24	89%	139	150	74%	6	86%				
206	General Classroom	708	27	27	D. Martinez	Algebra II	13	48%	Algebra II	18	67%	NONE/ Lunch	0	0%	Seminar	18	67%	Computer Science	25	93%	NONE	0	0%	Computer Science	15	56%	90	150	48%	5	71%				
			12,314	441					281	70%			279	69%			281	69%			273	68%			264	65%			259	65%	1,910		67%		83%

1) Max # of St./Sq. Ft. = The maximum number of students allowed per the Statewide Adequacy Standards square feet.
 2) PED Max PTR/C/m = PED's maximum pupil / teacher ratio per class period.
 3) % Rm Occ. = The number of students column divided by either the PED Max./PTR/C/m column or the Max #of St./Sq Ft column, whichever column is the smaller maximum allowed by A.S. or PED.
 4) Tot. St. = The total number of students in the specific instructional space throughout the day.
 5) PED Max. PTR/Day = The maximum pupil teacher ratio allowed by PED for specific teacher per day allowed.
 6) Tot. % Rm Occ. / Day = Total average percentage room is occupied throughout the day. (count all periods in average)
 7) 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)
 8) % Pd. / Day = The average percent of occupied periods (occupied number of periods divided by the number of periods available per day).

UTILIZATION NOT INCLUDING CLASSROOMS SCHEDULED AT LUNCH 93%

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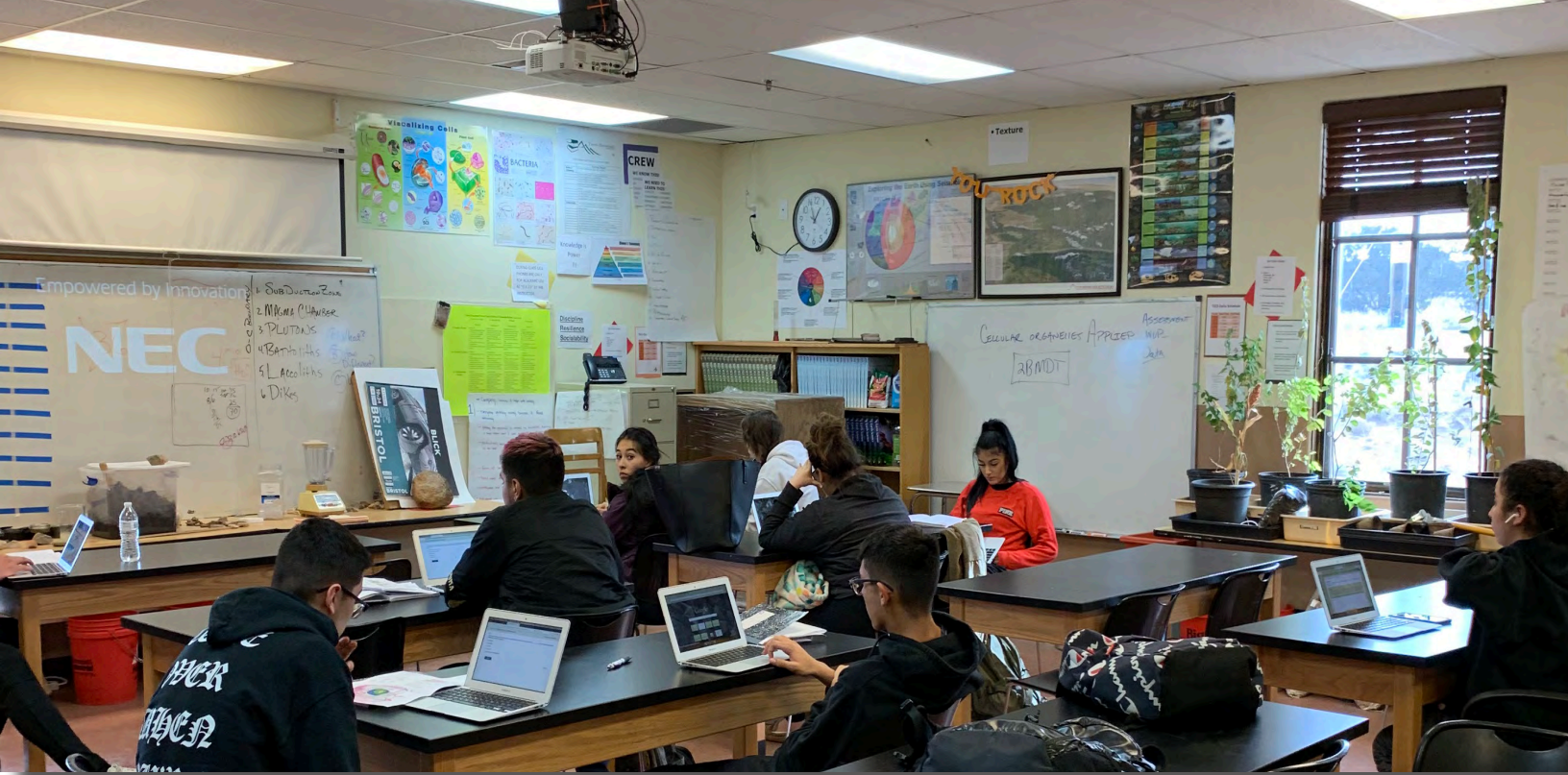
2.5 Facility Maintenance

2.5.1 - MAINTENANCE PROJECTS

Currently, Tierra Encantada Charter School does not utilize “School Dude” to log its maintenance work orders, however it does utilize an internal work order process to track when maintenance or repairs are needed that are not included in the school’s lease agreement. As major facility maintenance needs do arise, requests are submitted to the TECS Business Manager, who then contacts the appropriate on-call contractor to make the needed repairs, which are funded from SB-9 monies that the school receives annually. While the school is responsible for the overall maintenance of the facility and any repairs that are needed to the building per the schools lease agreement; any major repairs to or replacement of major building systems is still the responsibility of the building owner. Currently, the school spends on average between \$15,000 to \$25,000 annually on general maintenance projects to maintain its facilities per its lease agreement which is funded from the SB-9 funds it receives annually. As part of the Facility Master Plan process, the facility assessment identified several minor maintenance projects that are listed below that will be addressed by the school over the Summer of 2019.

- Landscaping improvements and maintenance including irrigation system (repairs to sprinkler heads)
- Fire lane curbs need to be repainted.
- Repair and repaint interior wall surfaces and wood trim
- Install interior corner guards to help protect wall surfaces from future damage.
- Replace all damaged ceiling tiles 2’x 4’ and 12”x 12”.
- Reseal interior control joints (interior concrete flooring - 1st floor)
- Replace mirror above sink in the girl’s restroom on the 1st floor near the teacher collaboration office.
- Relocate items stored in front of electrical panels

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SECTION 3.0

3.1 FACILITY GOALS & CONCEPTS

3.1.1 - FACILITY GOALS - EXISTING FACILITY

The established goals of TECS are to continue to provide a high-quality educational environment to serve the needs of its students in grades 7th-12th in the greater Santa Fe area. According to state statute, TECS is required to be housed in facilities that meet educational occupancy standards and the facility that TECS currently occupies does comply with NMSA 1978, §22-8B-4.2. When TECS relocated to its current facility it has complied to those requirements that are applicable to it under NMSA 1978, §22-8B-4.2(D), by entering into a lease agreement with a non-profit landlord for a facility that meets adequacy standards, as the leased portion of the facility was originally constructed as a private Pre-K through 12th grade school that has ceased operation. The lease agreement is between Tierra Encantada Charter School and the non-profit organization established by the owner of the Light at Mission Viejo Church (501C3 - Ron Sebesta Realty Retirement Plan) for the south building containing 28,406 SF at 4601B Mission Bend, and contains provisions requiring the owner to maintain the existing facilities to adequacy at no cost to TECS as required by NMSA 1978, §22-8B-4.2(a) and (b). The current lease agreement does have an option for the school to negotiate the purchase of the facilities and site in the future from the property owner, however, it would require a property appraisal to determine fair market value to establish a purchase price.

Prior to relocating to its present location in 2017/18, TECS leased the former Alvord Elementary School located at 551 Alarid Street, near downtown Santa Fe, from Santa Fe Public Schools since 2010/11, prior to that the school leased facilities from the Santa Fe Indian School. While that facility had undergone a minor improvements over the years, it was in need of major renovation that the district did not want to make any significant investment in. As of 2017, TECS chose not to renew the lease for the Alvord facility

and as the school district did not have any other school properties available that met the needs of TECS to lease, they relocated; SFPS has since sold the Alvord facility. The school's lease agreement also provides it usage of approximately 6.0 acres of the 9.75-acre site, which provides for on-site parking, parent and bus pick-up/ drop-off, outdoor play areas and use of storage facilities; the property owner occupies and retains usage of the remainder of the property and the north half of the building. The land area around the Light at Mission Viejo was developed as a "mixed-use" development for residential, commercial, and open space; and as such the lease does have some restrictions as to what can and cannot be done on the property. Any major reconfigurations and additions to the building or placement of any portable buildings on the site would need to be prior approved by the property owner and may require zoning approval by the City of Santa Fe. Based on the school's educational programmatic requirements, and current and future facility needs to meet student enrollment the TECS Facilities Committee identified the following facility goals to help plan for both the short and long-term needs of the school:

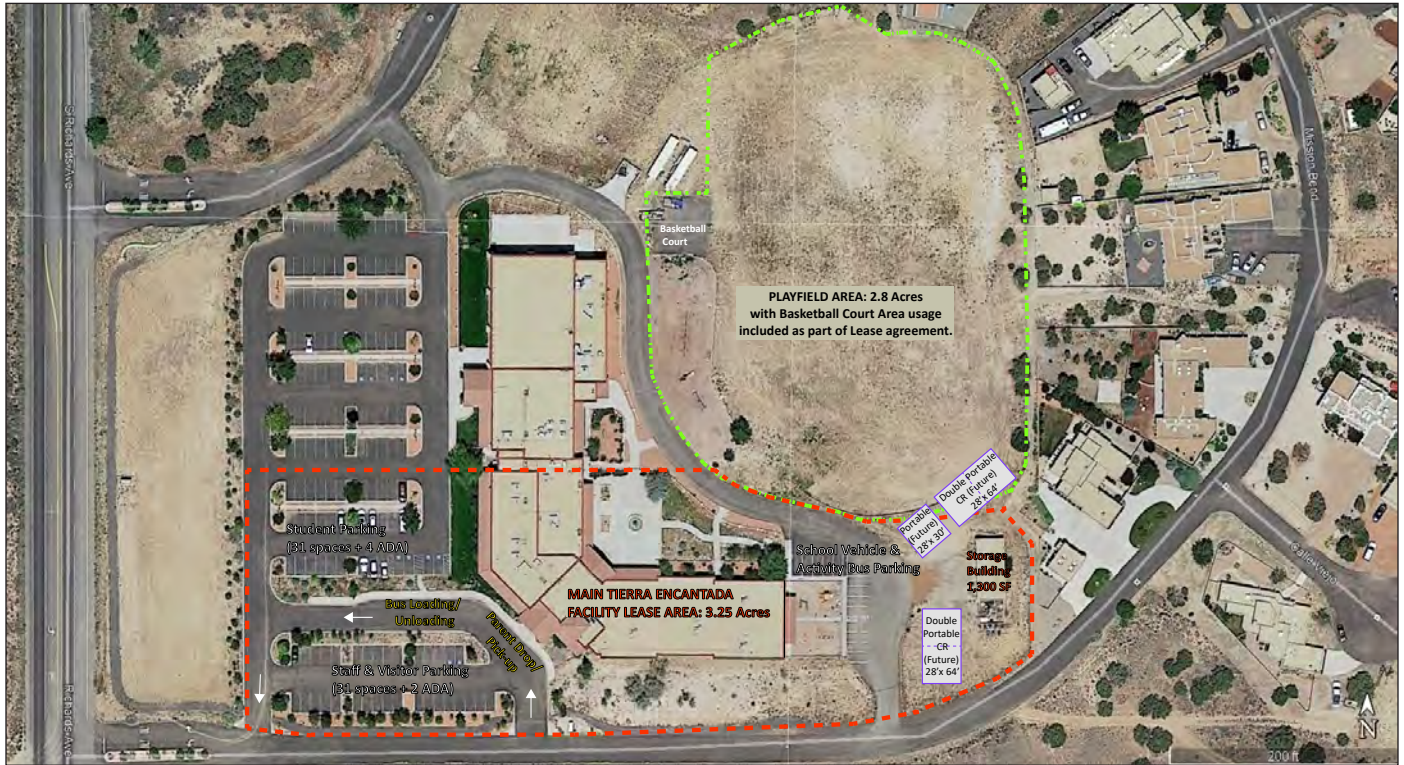
- Provide a technology rich environment to support current and future educational program needs.
- Provide facilities/programs that support dual credit options for students.
- Identify future facility space needs and requirements as part of a future Ed Spec to be included as an addendum to the Facility Master Plan once it is determined that the school is not able to acquire its current location. This will assist the school in locating future permanent facilities that meet TECS charter requirements, and will be flexible to accommodate future changes to educational programs and enrollment.
- Continue to maintain existing lease-facilities through an "Active" Preventative Maintenance Plan that promotes an on-going regularly scheduled maintenance for areas that the school is responsible for through usage of SB-9/HB-33 Mill Levy funds to reduce long term costs.
- Utilize available SB-9 and HB-33 Mill Levy funds to help acquire and maintain future permanent facilities.
- Leverages opportunities for PSCOC funding for priority projects when eligible and available.
- Provides school facilities that instill pride in the students, staff, and community.

Facility Space Needs (Existing Facility)

TECS's current facility consists of administrative offices, 14 general classrooms plus a small multi-purpose room that is used for PE activities and dining, all of which meet or exceed the minimum NMAS square footage requirements for general classrooms, with the exception of the "science classrooms" which need to be renovated into actual "science labs" to meet academic program needs. The school does have some unmet needs that the current facility is unable to accommodate as it does not have any additional classroom space available for Exceptional Educational Resource and Ancillary programs, or a much-needed Visual Arts elective program, which would require (2) ½-size classrooms and 1 additional full-size classroom to meet its current needs. Over the next five years, once the school undergoes its charter renewal in 2020, and if 6th grade is added or as student recruitment and retention efforts intensify and by 2023/24, it is expected that enrollment will reach 384 students. This increase in enrollment will require an added 3 full-size classrooms that are not currently available, one of which would need to be a Maker's Space while the other two could be general classrooms. Pending negotiation and approval from the school's current lease holder, one potential way to improving existing conditions and supplying added classroom space in the future could include the following:

- Renovate classrooms 123 and 125 to provide 6 perimeter student lab stations with sinks and movable work tables, and one teacher demonstration station with sink. Install emergency shower/ eyewash station and provide portable fume hood. Renovate existing restroom within each classroom and adjacent storage space into a single "prep/ storage room" with sink and ventilation, and chemical storage cabinet.
- Provide on-site location and utility infrastructure for two (2) double portable classroom buildings and one (1) single portable building that can be partitioned into two 1/2-sized classrooms.

Existing Site with Portable Option



Existing Facility with Portable Option



3.1.2 - Future Facility Concepts (Ed Spec to be included in future FMP Update if required)

The most desirable facility solution for Tierra Encantada Charter School as increases enrollment and expands its educational program opportunities for students would be to remain at its current location, however, this will be dependent on the current owner's flexibility and desire in continuing to work with the school. Based on the schools current and future educational program needs along with it's projected enrollment of 384 students in five years, it is anticipated that TECS will need between 42,900 to 45,850 SF which includes the following preliminary space requirements:

- 13 - General Classrooms with lockable cabinet storage for teachers for Mathematics, English Language Arts, Humanities/ History, and Foreign Language.

The classroom environment shall facilitate an interdisciplinary, learner-centered instructional approach with full integration of technology and infrastructure that can adapt to changing instructional needs compatible with the school's instructional model. The facilities and amenities must be flexible to accommodate a variety of instructional activities, providing active and passive spaces that encourage different types of learning styles; from large lecture to small group to individual work.

- 2 - Science Labs that will support the school's required curriculum that includes General Science, Biology, Physics, Environmental Science, and Chemistry. Activities in the Science Labs will consist of will consist of hands-on lab experiments, small group working sessions and full classroom lectures.
- 2 - ½-size resource classrooms for exceptional education and ancillary services; TECS's goal is to integrate special needs students with general education peers, providing assessment and instruction in the least restrictive environments; at the same time, providing dedicated space for students to seek more individualized help.
- 1 - Visual Arts Lab, 1 Maker's Space, and 1 Elective Classroom (TBD). Currently the existing facility utilizes general classrooms for all electives which are very limited in nature and gives students in the lower grade levels few options to choose from. In a new or the existing facility, if it is purchased and facility improvements can be made, three new elective classrooms that are flexible are needed. One elective type at this time has yet to be determined, however, a new Visual Arts Lab, and Maker's Space which can also be utilized as a 3rd general science classroom have been identified at this time.
- 1 - Full-size gym with changing rooms to comply with minimum NMAS, but not on the size or scale of a comprehensive high school.
- Administration office space with reception area, offices for school leadership and operations, IT maintenance, storage, and student health office.
- TECS intends to continue to operate under the collegiate model to reduce the number of classrooms that it needs and the square footage required, which will help keep operational and maintenance costs down. All classrooms will continue to be shared amongst the teachers and no teacher will "own" a specific room. Centrally located near the general classroom area will be a "Collaborative Teaming Area" with approximately 24-26 staff workstations. This area will encourage staff collaboration,

provide space for work, meetings, conferences, staff development, and storage of teaching materials while rotating teachers to classrooms based on schedule to reduce the number of classrooms needed.

- Student learning commons/digital media center (something the school currently doesn't have but needs) and;
- Full kitchen to meet minimum NMAS with waiver as TECS currently employs its own kitchen staff to prepare and serve meals daily for students.

The current lease agreement in place for TECS is for the south side of the building which consists of 28,406 SF and includes 14 general classrooms (2 are currently used for science), Multi-Purpose room used for PE and dining, storage rooms, kitchen, and administration area. If the school is able to negotiate with the owner to include both the south and the north-sides of the building into a lease-purchase agreement which would include approximately 16,250 SF of additional space for a total of 44,656 SF combined, along with the remainder of the site, the building would meet the all of the school's facility needs to accommodate current and future enrollment without having to relocate. The north side of the building would require limited reconfiguration and renovation as it already has some additional classroom space including at least one science lab, and the current sanctuary was designed to be converted for gym use when the private school was in operation. This option would depend on the building owner's openness to selling the entire facility to Tierra Encantada Charter School as part of a Lease-Purchase agreement for a fair market price to be determined by appraisal.

If the lease-purchase option is determined to not be feasible or cost prohibitive, the school will work with its planning consultant to update and prepare the educational specifications section of this document in Spring 2019 to help determine the exact building parameters that will be needed for the school to find a new facility in which to relocate into or to construct a new facility.

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SECTION 4.0

4.1 Capital Improvement Funding

4.1.1 - Capital Improvement Funding

Historic and Current Funding Sources

Over the past twelve years, Tierra Encantada Charter School has steadily increased its enrollment as it added grade levels, renewed its charter in 2015 to become a state charter school and relocated in 2017/18 relocated from the downtown Santa Fe area to its current facility on the south side of town on S. Richards Avenue. While the 2018/19 school year saw a small decrease in enrollment as competition from other surrounding charter schools and SFPS increased with more course options and programs. While those are certainly challenges for the school to overcome, the reality is facility limitations have become the school's greatest challenge that needs to be addressed first. While the school is in good physical condition, available space to expand programs and increase enrollment is beyond the available capacity of the existing facility. As part of TECS's charter renewal in 2020, the school with approval from its Governance Board requesting to add 6th grade to the grade levels to it already serves but will not be seeking to increasing its enrollment cap beyond the 400-student limit already in place. By adding 6th grade or by working increasing recruitment levels at the 7th-9th grades, TECS can work on student retention by building stronger cohorts as students transition through the high school grade levels towards graduation. One of the main benefits of boosting enrollment is that the school would be able to improve course offerings and provide more program options for students to choose from. TECS



currently has a lease agreement in place with a non-profit organization established by the owner of the Light at Mission Viejo Church with option to purchase the south side building comprising of 28,406 SF, while this building is too small to meet the long-term needs of the school, if the building owner would consider selling the north side building consisting of an additional 16,250 SF, the two sides combined would result in 44,656 SF. Both sides of the building along with the site would meet the all of the school's current and future long term needs without having to relocate. This would depend on the building owner's openness to selling the entire facility to Tierra Encantada Charter School as part of a Lease-Purchase agreement for a fair market price to be determined by appraisal.

Every year TECS requests lease reimbursement assistance funding through the PSCOC to help pay the lease cost for its facilities. The amount it receives annually is always subject to change as the lease reimbursement is based on the 80/120 day average prior year MEM enrollment and if enrollment increases or decreases, so does the lease reimbursement amount the school is eligible to receive. For the 2018/19 academic year, the amount of lease assistance funding the school is expected to receive is \$156,453, which covers approximately 57.95% of the school's annual lease cost of \$270,000, the remainder of the lease cost (\$113,547) will have to be paid from the school's operation funds. TECS receives a portion of SB-9 funds from Santa Fe Public Schools (SFPS) in the amount of \$173,000 annually which includes State of NM matching funds. As SFPS also has an HB-33 mill levy in place, the school also receives \$165,000 annually from the district from this funding source, as well as \$112,000 from the district's ED Tech Bonds.

Tierra Encantada did not receive any funding for facilities from the 2017 SFPS GO Bond, and as a State Charter School is eligible to take part in the districts GO Bond election. TECS will be requesting to be included in the 2021 SFPS GO Bond election for funds to help it acquire permanent facilities. Although TECS is eligible for either Standards Based or Systems Based Funding through the PSCOC/PSFA as it is currently going on its fourth charter renewal in 2020; the school's current facilities are not ranked high enough (341) to qualify for matching funding assistance through either funding option. In any Standards Based or Systems Based funding requests, TECS will only be eligible for a 10% match in PSCOC funds as the school is located in the SFPS district and is subject to the districts match rate.

Tierra Encantada Charter School in anticipation of needing to provide a down-payment on either the existing facilities it currently occupies as part of the current lease-purchase agreement or if the school has to enter into a lease purchase agreement for different facility, has been able to save some of the proceeds of it's SB-9 (~\$325K) and HB-33 (~\$600K) that was not used for maintenance or other eligible school expenses over the past few years. This will provide TECS with nearly \$1M in 2019 to use towards securing a permanent facility that is the most advantageous in the long term that meets its charter goals, educational programs, has building systems that are in good condition, and is fiscally responsible.

4.1.2 - Anticipated Preventative Maintenance Needs

The current lease agreement requires that the school only provide general basic maintenance to the facility and capital improvements to "major building systems such as the roof, boiler, chiller, etc" are the responsibility of the building owner. As maintenance needs arise that are covered under the schools lease agreement, the school utilizes local job order contractors for repairs which are paid for from SB-9 funds, repairs that are needed to major building systems are reported to the building owner. TECS at this time does not have any major maintenance needs outstanding. However, there are a few items that the school has an annual schedule for that are addressed over the summer, which will also include the items that were

identified as part of the site walk-through for the Facility Master Plan over the summer of 2019. A few items were also discovered that would be considered part of the facility's major building systems and will need to be reported to the Building Owner for repair and are listed separately below.

Maintenance Items to be addressed by TECS Summer 2019 Budget \$25,000:

- Landscaping improvements and maintenance including irrigation system (repairs to sprinkler heads)
- Fire lane curbs need to be repainted.
- Install kick-plates at the bottom of the main entrance doors to protect the wood surfaces.
- Repair and repaint interior wall surfaces and wood trim
- Install interior corner guards to help protect wall surfaces from future damage.
- Replace all damaged ceiling tiles 2'x 4' and 12"x 12".
- Reseal interior control joints (interior concrete flooring - 1st floor)
- Replace mirror above sink in the girl's restroom on the 1st floor near the teacher collaboration office.
- Relocate items stored in front of electrical panels

Building System Items to be addressed by Owner:

- Repair damaged stucco on south side of building (cracked surfaces in multiple locations around building and hole in stucco near classroom 115)
- Tighten all fasteners on all flashings and metal copings around building perimeter and reseal.
- Wood lintels and trim around building exterior need to be repainted/stained to protect deteriorating wood surface.
- Repair cracked asphalt surfaces in parking lot, seal coat parking lot and re-stripe
- Replacement of the wood casement windows in the restrooms and on the south side of the building as they are minimally operable and are warping.

4.2 Capital Improvement Plan

4.2.1 Five Year Plan

Capital Improvement Plan for Tierra Encantada Charter School

Currently, Tierra Encantada Charter School's SB-9 and HB-33 Mill Levy funds from SFPS and future proceeds these as well as a request to be included in the 2021 GO Bond request will be the primary source of funding for any identified Capital Improvement Projects the school undertakes, and funding for any technology improvements will utilize funds from the ED Tech Funds that the school receives annually. Additional funding sources that the school may consider to help supplement capital improvement funding may also include: direct legislative appropriations and through the Lease Purchase Act - if necessary.

As Tierra Encantada Charter School does not own the existing facilities and they are under private ownership, any permanent capital investment to address the identified facility needs has to be limited in scope. The existing school facilities are in good condition and other than the maintenance needs identified above, site fencing and intercom system are the only major capital improvements that are needed.

Capital Improvement Needs:

- Site fencing to improve campus security* - \$115,000
- Intercom System - the school is in the process of acquiring portable system cost is less than \$25K

* May require approval of Building Owner

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SECTION 5.0

5.0 MASTER PLAN SUPPORT MATERIAL

5.1 SITE & FACILITY DATA TABLE AND FACILITY CONDITION INFORMATION

District	STATE CHARTER SCHOOL		
12/18/2018	<--Update	Year of Report	
Original Entry	10/5/2018	2018	

Facility Inventory Data																										
INFORMATION							PROFILE							ENROLLMENT		CLASSROOMS										
Facility Name	District ID	School ID	Address	ZIP	Phone	Principal / Site Manager	Bldg Open Date	Age (Years)	Additional Construction Dates	2018/19 MMCJ (Final)	Site Acres	Owned or Leased?	Total Perm Bldg Area	Total Port Bldg Area	Total Bldg Area (GSF)	Grades Served	2018/19 Current Enrollment	Full-Size Classrooms	SPEP C/Rtms Available	Multi-Purpose Dining	No. of Perm Classrooms	Total Classrooms	Port CR % of Total	GSF Per Student		
Charter Schools																										
Tierra Encantada Charter School	565	001	4601 Mission Bend, Santa Fe	87507	505-963-3337	Steve Alarid/ Daniel Pena	2005	13		25.18%	6.00	Leased	28,400	0	28,400	7th-12th	281	14.0	0.0	1.0	15.0	15.0	0%	101.1		
Sub-Totals											6.00		28,400	0	28,400		281	14.0	0.0	1.0	15.0	15.0	0.0%	101.1		
TOTAL EDUCATIONAL FACILITIES											6.00		28,400	0	28,400											
Charter Totals											6.00		28,400	0	28,400		281	14.0	0.0	1.0	15.0	15.0	0.0%	101.07		

Tierra Encantada Charter School

* Per the original construction documents the building was designed and permitted in late 2004, and constructed and occupied in 2005.

The information contained on the following pages contains information regarding the existing Tierra Encantada leased facilities that was gathered based on data gathered from facility walk-thru's and assessment, and verified with the existing construction documents (permit set) for validation of existing conditions where access was only partially available.

Tierra Encantada Charter School

Date Opened: 2007/08 (School became State Charter in 2014 Renewal)

Site Acreage: 6.0

Constructed: 2005

Permanent SF: 28,406 GSF (100 GSF per student)

Portable Building Qty: 0

NMCI: 25.18% (Incorrect- Based on previous facility information)

PSCOC Ranking: 341 (Incorrect- Based on previous facility information)

Serves Grades: 7th-12th

2017/18 Enrollment: 281 (Grades 7th -12)

Enrollment Cap Per Charter: 400

Functional Capacity: 290

Utilization: 93%

Executive Summary:

The Tierra Encantada Charter School's (TECS) campus is located on the south side of Santa Fe just off S. Richards Avenue at 4601 Mission Bend, it relocated to the new site from the old Alvord facility in 2017/18. TECS has a five-year lease agreement in place for both use of a portion of the property and the facilities with the non-profit organization for the Light at Mission Viejo Church, which is paid for through the school's annual Lease Payment Assistance Award from the Public Schools Capital Outlay Council. TECS shares the site with the Light at Mission Viejo Church, and is leasing the south side of the building consisting of 28,406 SF that was once part of a private school that was operated by the church. This site of the building was constructed 2005, as the first of a two-phase construction project and is a 2-story structure. Major maintenance, general repairs and up-keep of the facility are the responsibility TECS under the current lease agreement with Light at Mission Viejo Church, while all major building systems repairs, and replacements remain the responsibility of the property owner.

Site:

The site is partially surrounded by undeveloped real estate on the west side of S. Richards Avenue, low density residential development to the north and east, and I-25 to the south. The south side of the site, as well as the play-field and the basketball court on the east of the building are included in the school's lease and account for approximately 6.0-acres of the overall 9.75-acre site.

The primary entrance to access the school is located on the south end of the site off S. Richards Avenue, as the north entry is reserved for church use. The south entry to site is also used to access the drive lane near the main entrance for bus and parent drop-off and pick-up. The parking area directly in front of the school's main entrance contains 33



Main Entry to the School: Curbs need repainting



Southeast entrance to the site: multiple cracks in asphalt need repairs and seal coat



Bus drop-off & pick-up area



Parking lot areas also have a lot of asphalt cracks that need repairs and seal coat

parking spaces, two (2) of which are ADA compliant that is for use by visitors and school staff. Directly, north of the bus loading zone, there is an additional three rows of parking that contains 35 parking spaces, four (4) of which are ADA compliant that are utilized for student parking. On the east side of the campus, there are 14 additional parking spaces that are utilized for school vehicles and activity buses. TECS contracts with Herrera Bus Transportation to offer students drop-off and pick-up bus services at nine (9) different centralized locations within the City of Santa Fe at no charge. The east side of the campus also has a 1,300 SF garage/ storage building that the school has usage of under its lease agreement for storage of materials and camping gear that is used during scheduled times of the year as part of the school’s curriculum.

All paved areas are in good to fair condition, however there are several areas that have multiple cracks that need to be repaired, and resealed. Concrete sidewalks around the west side of the building at the main entrance and along the east side of the building appear to be in good condition, however the fire lane curbs need to be repainted as they are beginning to fade and peel along the front of the school. Landscaped areas that the school is responsible for maintaining include grass areas and xeriscaping around the leased portion of the building and the play areas that are used by the school, these areas are irrigated on a controlled sprinkler system. During the site walk-through it was noted that there were several sprinkler heads that will require repairs in the Spring before the irrigation can be used and the grassed areas may require reseeding. The playground equipment appears to be good condition but is not age appropriate for the grades the school serves, all bolts and screw connections need to be checked for tightness or missing ones replaced, and any open “S” hooks closed. The school site is not fenced which presents a security issue for the school from trying to manage the students on campus daily and trying to keep unwanted visitors off the campus, this is something that will need to be resolved with the property owner.

Structural/Exterior Closure:

The portion of the facility that is being leased by TECS is a partial 2-story structure that was constructed in 2005 consisting of 28,406 SF with concrete footings and slab on grade foundation that is in good condition. It does not appear currently that there are any areas of settlement occurring outside the normal surface cracks that are visible in the polished concrete on the first floor. The remaining building structure and exterior walls consist of steel columns, open web steel floor and ceiling joists with metal decking, light gauge steel stud bearing walls with exterior gypsum board and portland cement stucco system. There are several areas in which the stucco is beginning to develop cracks (including one area that has a 2” hole), particularly on the south and west sides of the



Broken sprinkler head: east side of building near play area



Outdoor play equipment to be maintained for safety



Outdoor playfield area on east side of building: no site fencing to secure campus



Damaged stucco along southside of building near Classroom #115

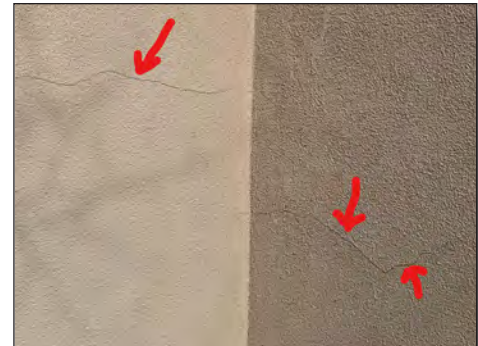
building that should be repaired to reduce the opportunity for moisture infiltration and further damage. The roof design is a combination of two roof types, the first roof system consists of a flat roof which has a light tan colored single-membrane TPO system that is mechanically fastened over 4" poly-iso insulation utilizing internal roof drains for drainage. This portion of the roof has had areas of numerous leaks which are visible by the damaged and stained ceiling tiles throughout the interior of the building. Based on reports from the school, the owner has had the roof repaired but the school is closely monitoring the areas for future leaks. The second roof system consists of clay tiles at all pitched roof areas that appears to be in good condition and is not leaking at this time. All parapets have metal caps, and flashings that appear to be in good to fair condition, however both materials need re-caulking/ maintenance at all joints and seams.

The exterior door frames are metal clad wood and all exterior doors are metal clad wood with glazed vision panels; the interior side of the main entry doors are beginning to wear at the bottom and should have kick-plates installed at the base. The exterior casement windows and frames are also metal clad wood, the windows in the restrooms and along the south-side have begun to warp. The can be opened but are very difficult to close and re-secure. The windows also have wood lintels installed above them that need to be repainted/ stained to protect the deteriorating wood.

Interiors:

The interior walls consist of metal stud framed walls with painted gypsum board and are in good condition only needing minor repairs and repainting, installation of corner guards would help to reduce future damage. Flooring throughout the facility is in good condition consisting of colored polished concrete throughout the entire first floor, and 12"x12" unglazed ceramic tile throughout the second floor and in the stairwells. All restrooms have 12" ceramic tile floors and wainscots that are in good condition, however, are in need of a good steam cleaning. The interior door systems consist of wood door frames and wood doors with classrooms and offices having glazed vision panels. Door hardware throughout is in good condition, however classrooms can only be locked from the outside of the room. All doors and frames to interior mechanical rooms and rated storage closets are wood with a 1-hour rating.

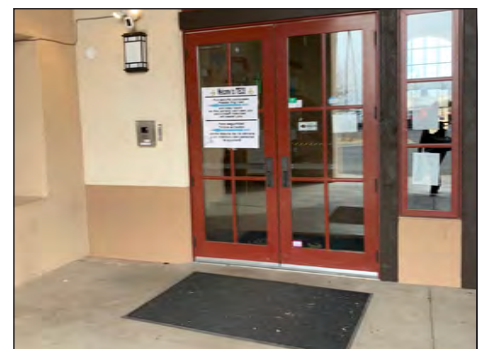
There are three ceiling types with most of the facility consisting of 2'x4' suspended acoustical panels in the classrooms, corridors, and offices. Painted gypsum board ceilings can be found in the restrooms, mechanical rooms, and storage/custodian rooms; while 12"x12" acoustical adhered



Numerous surface cracks appearing in multiple locations that need maintenance and repair.



Exterior wood lintels and trim need to be repainted/ stained



Secure Entry to the School with Camera System



Repaint interior of main entry doors and install metal kick plates to protect from future damage

panels are located in the main entry area only. There are numerous areas throughout the facility have stained and damaged ceiling tiles from previous roof leaks that need to be replaced. The building does have an operational elevator that does serve the 2nd floor.

Administrative services are located adjacent to the main entrance; there is partial visual sight lines to the exterior entrance and direct visual sight-lines to the main lobby area but during high traffic times it is difficult to monitor from the office without camera support. Entry to the building area is controlled during the day by a remote lock and buzzer system with camera, which requires all visitors/ parents to check-in during the school day.

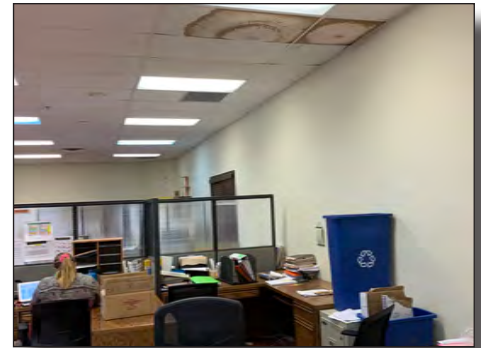
Mechanical/Plumbing:

The HVAC system serving the school is comprised of a gas-fired boiler and a chiller system that was installed as part of the school’s construction in 2005. Heating and cooling is distributed through individual thermostat-controlled fan coils above the ceiling located in the ductwork system. The chiller system is located on the east side of the building in a separate secure enclosure. There were no issues reported at the time of the facility assessment of the HVAC systems ability to maintain air temperature throughout the facility.

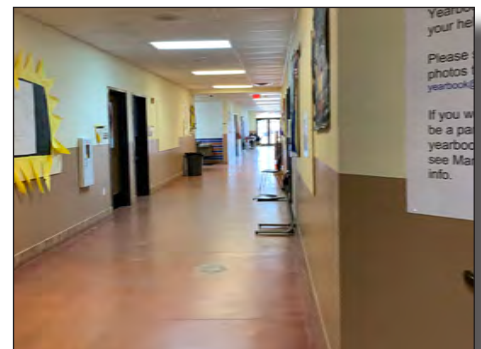
The water supply within the building is assumed to be copper piping that ranges in size from ¾” to 2”, while the sewer line is assumed to be 4” PVC (information for both based on existing permitted construction documents), there have been no major issues reported with the water or sewer lines within the building by the school staff. The building’s commercial water heater was recently replaced and supplies the existing restrooms and kitchen. Restrooms throughout the facility are ADA compliant and are in good condition. However, the girl’s restroom on the first floor near the teacher collaboration office has a very large crack in the mirror and needs to be replaced. The kitchen hood is a commercial grade hood system with full suppression system and is in operable condition that is vented to the exterior.

Electrical:

The electrical service to the facility is provided by a 750 KVA. 480/277V., pad mounted transformer that provides power to the south side of the site via a 1000 amp, 3-phase, 4 wire MDP. The secondary service appears to provide adequate power supply throughout the building with sufficient excess capacity for future needs of the school. The school has heavy technology needs as it is a one-to-one technology school and while all laptops are stored in laptop carts, there are not enough outlets in each classroom to support current and future technology needs as demand grows.



Teacher Collaboration Area: Stained ceiling tiles need to be replaced.



First floor classroom corridor



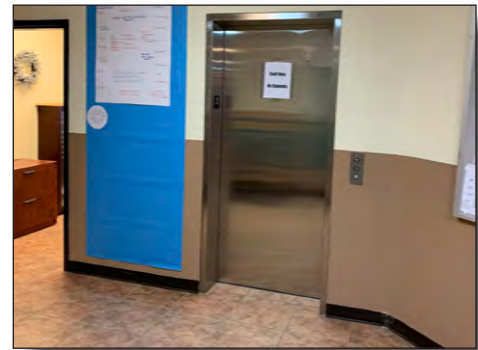
Typical student restrooms: ADA compliant



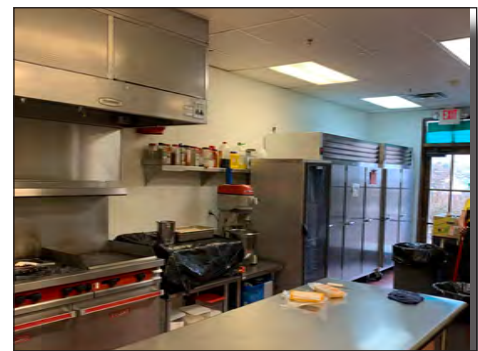
Typical student restrooms: ADA compliant

Lighting throughout the building is a combination of 2nd generation T8 suspended fluorescent fixtures and 2'x4' lay-in fluorescent light fixtures all of which are in good condition. Emergency lighting with battery back-up are in all classrooms, interior corridors, stairwells, and emergency exit signs are illuminated. Exterior lighting is provided with wall mounted light fixtures that not on a photo-cell system around the perimeter of the building, and general site lighting is provided in the parking lot with 400W down-lit pole lights.

Fire Protection/Life Safety Systems/Accessibility: The fire alarm system was installed in 2005 as part of the original construction and is nearing the end of its life-cycle and should be planned for replacement in the next 3-4 years. The fire alarm system is centrally monitored consisting of audible alarms, smoke detectors, and strobes in all occupied spaces and corridors, and fire alarm pulls adjacent to the exit doors. Emergency back-up light fixtures and wall packs appear to be operable and in good condition. The building does have fire sprinkler system in place with the fire riser installed with exterior FDC and appears to meet IBC/NFPA requirements at the time the building was constructed. The school has a security alarm and camera system in place but does not have an intercom system which is problematic when security situations arise.



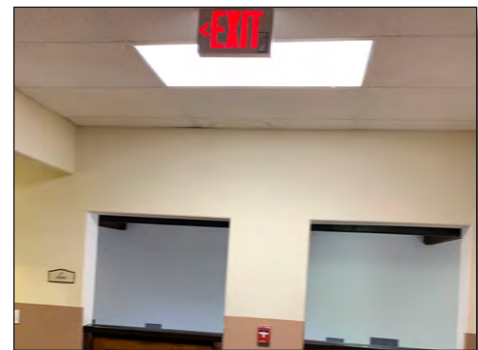
Elevator to access 2nd floor: can be used by staff and students who need ADA access



Full prep kitchen with equipment

Facility Improvements to be addressed by TECS & Building Owner

- Landscaping improvements & maintenance including irrigation system (repairs to sprinkler heads)
- Fire lane curbs need to be repainted.
- Repair cracked asphalt in parking lot, seal coat parking lot and re-stripe
- Repair damaged stucco on south side of building
- Tighten all fasteners on all flashings and metal copings around building perimeter and reseal.
- Replacement of the wood casement windows in the restrooms and on the south-side of the building as they are minimally operable and are warping.
- Wood lintels and trim around building exterior need to be repainted/ stained to protect deteriorating wood surface.
- Install kick-plates at the bottom of the main entrance doors to protect the wood surfaces.
- Repair and repaint interior wall surfaces and wood trim
- Install interior corner guards to help protect wall surfaces from future damage.
- Replace all damaged ceiling tiles 2'x 4' and 12"x 12".
- Reseal interior control joints (concrete flooring - 1st floor)
- Replace mirror above sink in the girl's restroom on the 1st floor near the teacher collaboration office.
- Relocate items stored in front of electrical panel
- Intercom System - TECS is in the process of acquiring portable system
- Site fencing to improve campus security



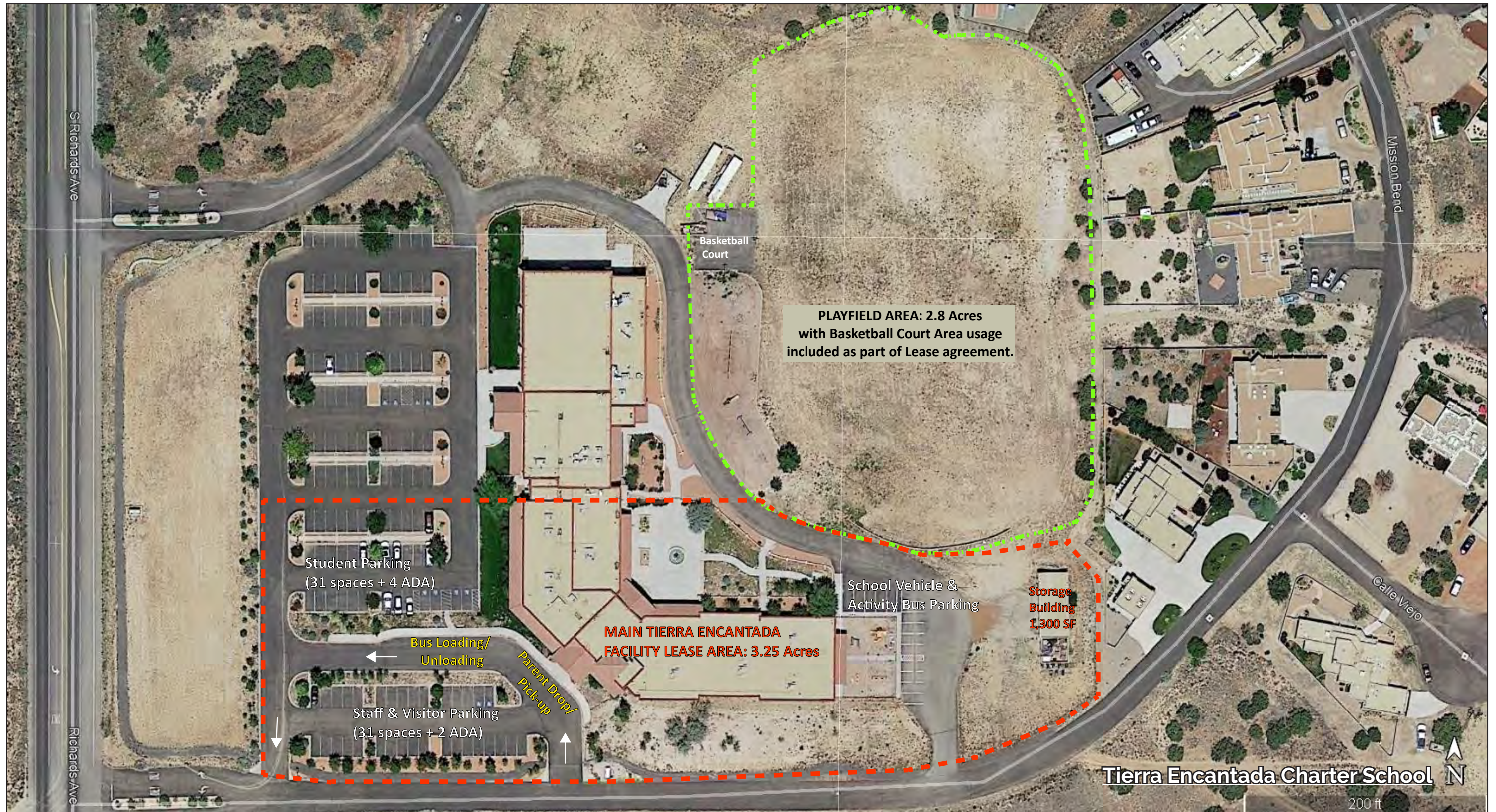
Fire Alarm pull stations and exit signage visible



Relocate items stored in front of electrical panels

* May require approval of Building Owner

5.2 Site Plan



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5.3 Floor Plan



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5.4 FMAR Reports/ FAD Data

Tierra Encantada Charter School does not have a current FMAR Report available from NMPSFA and a site visit will need to be scheduled with the school to complete an FMAR in the Spring of 2019 at it's new location. The FAD data for the school was also reviewed and it was revealed that it contained the information from the school's previous location at the old Alvord location not the school's current location. A new Executive Summary was prepared for the school's current location and submitted to NMPSFA by Visions in Planning, Inc., for update along with current building system information to be included in the FAD for the school's facility. PSFA will be scheduling a site assessment to validate the data in the Spring of 2019, so that the NMCI score accurately reflects the schools current facility. The updated FAD report has been provided by NMPSFA and included for reference in this section.



State Chartered Schools School: **Tierra Encantada Charter School** School ID: **565001**

High Level Overview

General Information

Location:	Santa Fe, NM 87507	Ed. Adequacy Model:	Charter School Educational Adequacy
School Type:	High	Ed. Adequacy CCI:	100.00%
School Category:	Charter	School CCI City:	RSMEANS2018:US_NM_ALBUQUERQ, UE

NMCI Statistics

Number of Students:	309	Number of Buildings:	1
Growth Factor:	1.00	Number of Portables:	0
Total Gross Square Feet:	28,406	Building Square Feet:	28,406
Site Size (Acres):	0.00	Portable Square Feet:	0

NMCI School Metrics

Replacement Cost:	\$5,362,201	Unweighted Repair Cost:	\$2,294,697
Weighted Repair Cost:	\$644,214	Unweighted Educational Adequacy Cost:	\$0
Weighted Educational Adequacy Cost:	\$0	Total Unweighted Cost:	\$2,294,697
Total Weighted Cost:	\$644,214	Unweighted NMCI Score:	42.79
Weighted NMCI Score:	12.01		

NMCI Facility History

Last Assessment Date:	-	Previous Award, Yes or No, Year if Yes:	No
Closed:	No		



State Chartered Schools **Tierra Encantada Charter School** **School ID: 565001**

Facility Description

Executive Summary:

The Tierra Encantada Charter School's (TECS) campus is located on the southside of Santa Fe just off S. Richards Avenue at 4601 Mission Bend, it relocated to the new site from the old Alvorad facility in 2017/18. TECS has a five-year lease agreement in place for both use of a portion of the property and the facilities with the non-profit organization for the Light at Mission Viejo Church, which is paid for through the school's annual Lease Payment Assistance Award from the Public Schools Capital Outlay Council. TECS shares the site with the Light at Mission Viejo Church, and is leasing the south side of the building consisting of 28,406 SF that was once part of a private school that was operated by the church. This site of the building was constructed 2005, as the first of a two-phase construction project and is a 2-story structure. Major maintenance, general repairs and up-keep of the facility are the responsibility TECS under the current lease agreement with Light at Mission Viejo Church, while all major building systems repairs, and replacements remain the responsibility of the property owner.

Site:

The site is partially surrounded by undeveloped real estate on the west side of S. Richards Avenue, low density residential development to the north and east, and I-25 to the south. The south side of the site, as well as the playfield and the basketball court on the east of the building are included in the school's lease and account for approximately 6.0-acres of the overall 9.75-acre site.

The primary entrance to access the school is located on the south end of the site off S. Richards Avenue, as the north entry is reserved for church use. The south entry to site is also used to access the drive lane near the main entrance for bus and parent drop-off and pick-up. The parking area directly in front of the school's main entrance contains 33 parking spaces, two (2) of which are ADA compliant that is for use by visitors and school staff. Directly, north of the bus loading zone, there is an additional three rows of parking that contains 35 parking spaces, four (4) of which are ADA compliant that are utilized for student parking. On the east side of the campus, there are 14 additional parking spaces that are utilized for school vehicles and activity buses. TECS contracts with Herrera Bus Transportation to offer students drop-off and pick-up bus services at nine (9) different centralized locations within the City of Santa Fe at no charge. The east side of the campus also has a 1,300 SF garage/ storage building that the school has usage of under its lease agreement for storage of materials and camping gear that is used during scheduled times of the year as part of the school's curriculum.

All paved areas are in good to fair condition, however there are several areas that have multiple cracks that need to be repaired, and resealed. Concrete sidewalks around the west side of the building at the main entrance and along the east side of the building appear to be in good condition, however the fire lane curbs need to be repainted as they are beginning to fade and peel along the front of the school. Landscaped areas that the school is responsible for maintaining include grass areas and xeriscaping around the leased portion of the building and the play areas that are used by the school, these areas are irrigated on a controlled sprinkler system. During the site walk-through it was noted that there were several sprinkler heads that will require repairs in the Spring before the irrigation can be used and the grassed areas may require reseeding. The playground equipment appears to be good condition but is not age appropriate for the grades the school serves, all bolts and screw connections need to be checked for tightness or missing ones replaced, and any open "S" hooks closed. The school site is not fenced which presents a security issue for the school from trying to manage the students on campus daily and trying to keep unwanted visitors off the campus, this is something that will need to be resolved with the property owner.

Structural/Exterior Closure:

The portion of the facility that is being leased by TECS is a partial 2-story structure that was constructed in 2005 consisting of 28,406 SF with concrete footings and slab on grade foundation that is in good condition. It does not appear currently that there are any areas of settlement occurring outside the normal surface cracks that are visible in the polished concrete on the first floor. The remaining building structure and exterior walls consist of steel columns, open web steel floor and ceiling joists with metal decking, light gauge steel stud bearing walls with exterior gypsum board and portland cement stucco system. There are several areas in which the stucco is beginning to develop cracks (including one area that has a 2" hole), particularly on the south and west sides of the building that should be repaired to reduce the opportunity for moisture infiltration and further damage. The roof design is a combination of two roof types, the first roof system consists of a flat roof which has a light tan colored single-membrane TPO system that is mechanically fastened over 4" poly-iso insulation utilizing internal roof drains for drainage. This portion of the roof has had areas of numerous leaks which are visible by the damaged and stained ceiling tiles throughout the interior of the building. Based on reports from the school, the owner has had the roof repaired but the school is closely monitoring the areas for future leaks. The second roof system consists of clay tiles at all pitched roof areas that appears to be in good condition and is not leaking at this time. All parapets have metal



Executive Summary Report

caps, and flashings that appear to be in good to fair condition, however both materials need re-caulking/ maintenance at all joints and seams.

The exterior door frames are metal clad wood and all exterior doors are metal clad wood with glazed vision panels; the interior side of the main entry doors are beginning to wear at the bottom and should have kick-plates installed at the base. The exterior casement windows and frames are also metal clad wood with many of the windows having wood lintels installed above them that need to be repainted/ stained to protect the deteriorating wood.

Interiors:

The interior walls consist of metal stud framed walls with painted gypsum board and are in good condition only needing minor repairs and repainting, installation of corner guards would help to reduce future damage. Flooring throughout the facility is in good condition consisting of colored polished concrete throughout the entire first floor, and 12"x12" unglazed ceramic tile throughout the second floor and in the stairwells. All restrooms have 12" ceramic tile floors and wainscots that are in good condition, however, are in need of a good steam cleaning. The interior door systems consist of wood door frames and wood doors with classrooms and offices having glazed vision panels. Door hardware throughout is in good condition, however classrooms can only be locked from the outside of the room. All doors and frames to interior mechanical rooms and rated storage closets are wood with a 1-hour rating.

There are three ceiling types with most of the facility consisting of 2'x4' suspended acoustical panels in the classrooms, corridors, and offices. Painted gypsum board ceilings can be found in the restrooms, mechanical rooms, and storage/custodian rooms; while 12"x12" acoustical adhered panels are located in the main entry area only. There are numerous areas throughout the facility have stained and damaged ceiling tiles from previous roof leaks that need to be replaced. The building does have an operational elevator that does serve the 2nd floor.

Administrative services are located adjacent to the main entrance; there is partial visual sight lines to the exterior entrance and direct visual sightlines to the main lobby area but during high traffic times it is difficult to monitor from the office without camera support. Entry to the building area is controlled during the day by a remote lock and buzzer system with camera, which requires all visitors/ parents to check-in during the school day.

Mechanical/Plumbing:

The HVAC system serving the school is comprised of a gas-fired boiler and a chiller system that was installed as part of the school's construction in 2005. Heating and cooling is distributed through individual thermostat-controlled fan coils above the ceiling located in the ductwork system. The chiller system is located on the east side of the building in a separate secure enclosure. There were no issues reported at the time of the facility assessment of the HVAC systems ability to maintain air temperature throughout the facility.

The water supply within the building is assumed to be copper piping that ranges in size from ¾" to 2", while the sewer line is assumed to be 4" PVC (information for both based on existing permitted construction documents), there have been no major issues reported with the water or sewer lines within the building by the school staff. The building's commercial water heater is also in fair condition as it is beginning to near the end of its lifecycle at 14 years old, however it is sufficient to supply the existing restrooms. Restrooms throughout the facility are ADA compliant and are in good condition. However, the girl's restroom on the first floor near the teacher collaboration office has a very large crack in the mirror and needs to be replaced. The kitchen hood is a commercial grade hood system with full suppression system and is in operable condition that is vented to the exterior.

Electrical:

The electrical service to the facility is provided by a 750 KVA, 480/277V., pad mounted transformer that provides power to the south side of the site via a 1000 amp, 3-phase, 4 wire MDP. The secondary service appears to provide adequate power supply throughout the building with sufficient excess capacity for future needs of the school. The school has heavy technology needs as it is a one-to-one technology school and while all laptops are stored in laptop carts, there are not enough outlets in each classroom to support current and future technology needs as demand grows.

Lighting throughout the building is a combination of 2nd generation T8 suspended fluorescent fixtures and 2'x4' lay-in fluorescent light fixtures all of which are in good condition. Emergency lighting with battery back-up are in all classrooms, interior corridors, stairwells, and emergency exit signs are illuminated. Exterior lighting is provided with wall mounted light fixtures that not on a photo-cell system around the perimeter of the building, and general site lighting is provided in the parking lot with 400W down-lit pole lights.

Executive Summary Report



Fire Protection/Life Safety Systems/Accessibility: The fire alarm system was installed in 2005 as part of the original construction and is nearing the end of its life-cycle and should be planned for replacement in the next 3-4 years. The fire alarm system is centrally monitored consisting of audible alarms, smoke detectors, and strobes in all occupied spaces and corridors, and fire alarm pulls adjacent to the exit doors. Emergency back-up light fixtures and wall packs appear to be operable and in good condition. The building does have fire sprinkler system in place with the fire riser installed with exterior FDC in the mechanical room next to Classroom 110 and appears to meet IBC/NFPA requirements at the time the building was constructed. The school does have a security alarm and camera system in place but does not have an intercom system in place which is problematic when security situations arise.

Facility Improvements to be addressed by TECS or Building Owner

- Landscaping improvements and maintenance including irrigation system (repairs to sprinkler heads)
 - Fire lane curbs need to be repainted.
 - Repair damaged stucco on south side of building
 - Tighten all fasteners on all flashings and metal copings around building perimeter and reseal.
 - Wood lintels and trim around building exterior need to be repainted/stained to protect deteriorating wood surface. Install kick-plates at the bottom of the main entrance doors to protect the wood surfaces.
 - Repair and repaint interior wall surfaces and wood trim
 - Install interior corner guards to help protect wall surfaces from future damage.
 - Replace all damaged ceiling tiles 2'x 4' and 12"x 12".
 - Reseal interior control joints (interior concrete flooring - 1st floor)
 - Replace mirror above sink in the girl's restroom on the 1st floor near the teacher collaboration office.
 - Relocate items stored in front of electrical panels
 - Site fencing to improve campus security*
 - Intercom System*
- * May require approval of Building Owner



Executive Summary Report

District: **State Chartered Schools** School: **Tierra Encantada Charter School** School ID: **565001**

Asset Level Summary

Building Name	Cost Model	Repair Cost (Unweighted)	Repair Cost (Weighted)	Year Built	Size Type	Use
South Building (2005)	Elementary School Building	\$2,062,463	\$586,155	2005	28,406 Building	Educational
Site	Elementary School Site	\$232,234	\$58,059	2005	28,406 Building	Site
Building Totals		\$2,294,697	\$644,214			
Educational Adequacy Need	Charter School Educational Adequacy	\$0	\$0			
School Totals		\$2,294,697	\$644,214			

Executive Summary Report



State Chartered School: **Tierra Encantada Charter School** School ID: **565001**
District: Schools

Asset Detail

Building Name: South Building (2005) **Cost Model:** Elementary School Building **Size:** 28,406

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Weight	Repair Cost (Weighted)	Comments
Ceiling Finishes	\$6.18	30	110%	2005	2035	47%	33.25%	\$90,115	9	.25	\$22,529	1/3/19 Update AM Per VIP: Acoustic tile and painted gyp board.
Communications and Security	\$2.19	15	90%	2005	2020	93%	33.25%	\$52,256	9	.25	\$13,064	1/3/19 Update AM Per VIP: Telephone only no intercom. Security cameras have been installed in 2017
Cooling Generating Systems	\$16.02	30	100%	2005	2035	47%	33.25%	\$212,363	9	.25	\$53,091	1/3/19 Update AM Per VIP: Chiller system
Drain, Waste, and Vent	\$5.52	30	100%	2005	2035	47%	33.25%	\$73,174	9	.25	\$18,293	
Emergency Light and Power	\$0.49	20	90%	2005	2025	70%	33.25%	\$8,769	9	.25	\$2,192	
Exhaust Ventilation System	\$3.17	30	100%	2005	2035	47%	33.25%	\$42,022	9	.25	\$10,505	
Exterior Doors	\$3.19	30	100%	2005	2035	47%	33.25%	\$42,287	9	.25	\$10,572	1/3/19 Update AM Per VIP: Metal clad frames and doors.
Exterior Walls	\$14.08	100	100%	2005	2105	14%	33.25%	\$55,994	9	.25	\$13,998	1/3/19 Update AM Per VIP: Steel framing with light gauge steel studs
Exterior Windows	\$3.19	30	100%	2005	2035	47%	33.25%	\$42,287	9	.25	\$10,572	1/3/19 Update AM Per VIP: Metal clad wood casement windows and frames
Fire Detection/Alarm	\$2.19	15	90%	2005	2020	93%	33.25%	\$52,256	9	.25	\$13,064	
Floor Finishes	\$6.02	12	110%	2005	2017	100%	33.25%	\$188,105	4	.625	\$117,565	1/3/19 Update AM Per VIP: 1st floor - polished concrete; 2nd floor - ceramic tile
Foundation/Slab/Structure	\$25.16	100	100%	2005	2105	14%	33.25%	\$100,057	9	.25	\$25,014	1/3/19 Update AM Per VIP: Concrete slab in grade and footings
Heat Generating Systems	\$16.02	30	100%	2005	2035	47%	33.25%	\$212,363	9	.25	\$53,091	1/3/19 Update AM Per VIP: Boiler system with fan coils.
HVAC Controls	\$3.17	20	110%	2005	2025	70%	33.25%	\$69,336	9	.25	\$17,334	
Institutional Equipment	\$3.79	30	100%	2005	2035	47%	33.25%	\$50,241	9	.25	\$12,560	1/3/19 Update AM Per VIP: Kitchen equipment was part of original construction installation.
Interior Doors	\$11.15	50	90%	2005	2055	28%	33.25%	\$79,815	9	.25	\$19,954	1/3/19 Update AM Per VIP: Wood doors and frames

Executive Summary Report



Name	Cost SF	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Interior Walls	\$8.14	60	90%	2005	2065	23%	33.25%	9	\$48,557	1/3/19 Update AM Per VIP: Light gauge steel stud framing and gyp board.
Lighting/Branch Circuits	\$12.21	30	90%	2005	2035	47%	33.25%	9	\$145,672	1/3/19 Update AM Per VIP: 2nd generation fluorescent lighting.
Main Power/Emergency	\$1.47	30	90%	2005	2035	47%	33.25%	9	\$17,538	1/3/19 Update AM Per VIP: 750 Kva transformer in site, 100 amp service
Plumbing Fixtures	\$5.52	30	100%	2005	2035	47%	33.25%	9	\$18,293	1/3/19 Update AM Per VIP: Good condition
Roof	\$11.41	20	120%	2005	2025	70%	33.25%	9	\$272,254	1/3/19 Update AM Per VIP: Two roof systems: Single Ply Mech Attached TPO and clay Tile
Sprinklers and Standpipes	\$4.00	50	130%	2005	2055	28%	33.25%	9	\$41,359	
Technology	\$0.32	10	90%	2017	2027	20%	33.25%	9	\$1,636	1/3/19 Update AM Per VIP: School upgraded technology at move in.
Wall Finishes	\$3.73	12	100%	2017	2029	17%	33.25%	9	\$17,659	1/3/19 Update AM Per VIP: Interior was repainted.
Water Distribution	\$5.52	30	100%	2005	2035	47%	33.25%	9	\$73,174	
Total:									\$2,062,463	\$586,155

Executive Summary Report



State Chartered Schools **Tierra Encantada Charter School** **School ID: 565001**

District: Schools

Building Name: Site

Cost Model: Elementary School Site

Size: 28,406

Asset Detail

Name	Cost SF	Life	Renewal Percent	Last Reno.	Next Reno.	Degrade Adj. Percent	Factor	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)	Comments
Fencing	\$0.60	100	90%	2005	2105	14%	33.25%	\$2,147	9	.25	\$537	
Parking Lots	\$5.11	20	110%	2005	2025	70%	33.25%	\$111,749	9	.25	\$27,937	
Playground Equipment	\$1.38	15	80%	2005	2020	93%	33.25%	\$29,163	9	.25	\$7,291	
Site Domestic Water Utility	\$2.18	50	120%	2005	2055	28%	33.25%	\$20,839	9	.25	\$5,210	
Site Lighting	\$2.79	40	100%	2005	2045	35%	33.25%	\$27,738	9	.25	\$6,935	
Site Specialties	\$0.23	40	100%	2005	2045	35%	33.25%	\$2,287	9	.25	\$572	
Walkways	\$2.63	30	110%	2005	2035	47%	33.25%	\$38,310	9	.25	\$9,578	
Total:								\$232,234			\$58,059	



District: **State Chartered Schools** School: **Tierra Encantada Charter School** School ID: **565001**

Educational Adequacy Detail

Population

Growth Factor:	1	Number of Kindergarten Students:	0
Number of Staff:	21	Number of 1-5 Students:	0
Number of Students:	309	Number of 6-8 Students:	122
Number of Special Education Students:	0	Number of 9-12 Students:	162

Square Footage

Permanent GSF:	28,406	General Storage NSF:	665
Portable GSF:	0	Maintenance or Janitorial Space NSF:	257
Admin NSF:	2,179	Media Center NSF:	0
Art/Music NSF:	0	Parent Work Space NSF:	0
Assembly NSF:	0	Physical Ed NSF:	2,495
Career Ed NSF:	0	Science Classroom NSF:	1,628
Computer Lab NSF:	0	Science Storage NSF:	107
Faculty Work Area NSF:	1,543	Special Education Classroom NSF:	0
Food Service NSF:	3,067	Student Health NSF:	162
General Classroom NSF:	8,188		

Classrooms

Number of Classrooms:	14	Number of Special Education Classrooms:	0
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Parking

Number of Paved Parking Spaces:	82	Number of Bus Drop Offs:	1
Number of Handicap Parking Spaces:	6	Number of Student Drop Offs:	1
Number of Gravel Parking Spaces:	0		

Miscellaneous

Number of Chemical Storage Rooms:	0	Number of Multi-Use Playgrounds:	1
Playground Equipment:	Yes		

Executive Summary Report



State Chartered Schools School: **Tierra Encantada Charter School** School ID: **565001**

EA Deficiencies

EA Cost Model: Charter School Educational Adequacy

Name	Actual Value	Required Value	Unit Cost	CCI Adj Unit Cost	Repair Cost (Unweighted)	Category Number	Category Weight	Repair Cost (Weighted)
Missing or Inadequate Multi-use Play Area	1	0	\$11,436	\$11,436.30	\$0	8	.5	\$0
Insufficient Total Parking	82	0	\$1,322	\$1,321.66	\$0	6	1	\$0
Insufficient Student Health Square Footage	162	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Student Drop Off	1	0	\$21,000	\$21,000.00	\$0	6	1	\$0
Insufficient Special Education Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Storage Square Footage	107	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Science Square Footage	1,628	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Physical Education Square Footage	2,495	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Parent Work Space	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Media Center Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Janitorial Square Footage	257	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Storage	665	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient General Classroom Square Footage	8,188	7,466	\$80	\$80.00	\$0	7	3	\$0
Insufficient Food Service Square Footage	3,067	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Faculty Workspace	1,543	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Computer Lab Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Career Ed Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Bus Drop Off	1	0	\$20,800	\$20,799.69	\$0	6	1	\$0
Insufficient Administrative Square Footage	2,179	0	\$80	\$80.00	\$0	7	3	\$0
Insufficient Art and Music Square Footage	0	0	\$80	\$80.00	\$0	7	3	\$0
Inadequate Number of Handicap Spaces	6	0	\$144	\$143.52	\$0	6	1	\$0
Inadequate Number of Chemical Storage Units	0	0	\$1,464	\$1,464.30	\$0	8	.5	\$0
Total					\$0			\$0

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5.5 Detailed Room & Space Criteria

Depending on the outcome of the negotiations with the school's current lease holder - Light at Mission Viejo Church, detailed room and space criteria will be developed. If the approval is for portable installation is granted, no additional information will be needed, if the school is able to acquire the north side of the building information will be developed as to what spaces will need to be reconfigured and renovated to meet the school's educational program. However, if negotiations fail and the school is forced to relocate a full Ed Spec will be developed so that Tierra Encantada will be able to have the information available it needs to seek the appropriate facilities that will accommodate it's educational program. It is anticipated that this document will be updated with an Addendum in Spring 2019 and submitted to NMPSFA for re-approval.

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