

**PSCOC FULL COUNCIL  
MEETING NOTEBOOK FOR JANUARY 10, 2013**

**TAB 1**

**CALL TO ORDER:**

*Mr. David Abbey, Chair*

*a. Approval of Agenda \**

*b. Correspondence*

\* Denotes potential action by the Public School Capital Outlay Council

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL**  
**Thursday, January 10, 2013**

**PROPOSED MOTIONS**

**Item #3 – Subcommittee Reports**

**a. Awards Subcommittee Report**

- **Financial Plan** – *informational only*
- **District Presentations**
- ❖ **Deming Public Schools - Deming High School Project Status** – *informational only*  
Council approval of the Awards Subcommittee recommendation to accept the information presented and postpone a recommendation for a final decision on the status of the project until the April 2013 PSCOC meeting.
- **Additional Funding/Emergency Funding/Award Language Requests**
- ❖ **NMSBVI – WEC – Out-of-Cycle Construction**  
Council approval of the Awards Subcommittee recommendation to amend the 2009-2010 deficiencies correction program award to the New Mexico School for the Blind and Visually Impaired for the Watkins Education Center, to include out-of-cycle construction funding to replace the existing facilities with a total increase in the state share amount of \$7,576,828 (100%).
- ❖ **Roswell – Berrendo ES – Out-of-Cycle Construction**  
Council approval of the Awards Subcommittee recommendation to amend the 2010-2011 standards-based award to the Roswell Schools for Berrendo Elementary, to include out-of-cycle construction for renovations/additions to the existing facility to adequacy for 564 students, grades K-5, with a total increase in the state share amount of \$8,068,427 (72%), contingent on an additional local share of \$3,137,716 (28%).
- ❖ **Roswell – El Capitan ES – Out-of-Cycle Construction**  
Council approval of the Awards Subcommittee recommendation to amend the 2010-2011 standards-based award to the Roswell Schools for El Capitan Elementary, to include out-of-cycle construction to replace the existing facility to adequacy for 446 students, grades K-5, with a total increase in the state share amount of \$10,464,360 (72%), contingent on an additional local share of \$4,069,469 (28%).
- ❖ **Roswell – Military Heights ES – Out-of-Cycle Construction**  
Council approval of the Awards Subcommittee recommendation to amend the 2010-2011 standards-based award to the Roswell Schools for Military Heights Elementary, to include out-of-cycle construction for renovations/additions to the existing facility to adequacy for 443 students, grades K-5, with a total increase in the state share amount of \$7,319,755 (72%), contingent on an additional local share of \$2,846,567 (28%).

❖ **Santa Rosa – Rita Marquez ES/ Anton Chico MS – Out-of-Cycle Construction**

Council approval of the Awards Subcommittee recommendation to amend the 2011-2012 standards-based award to the Santa Rosa Schools for Rita Marquez ES/Anton Chico MS, to include out-of-cycle construction funding to replace the facilities to adequacy for 100 students grades K-8, with an increase in the state share amount of \$4,398,000 (60%), contingent upon an additional local share of \$2,932,000 (40%).

❖ **Bernalillo Public Schools – Status of Lease for Santo Domingo EMS**

Council approval of the Awards Subcommittee recommendation to accept the Land Lease for Public School between the Board of Education of the Bernalillo Public Schools and The Pueblo of Santo Domingo, which will fulfill the contingency applied to the 2012-2013 standards-based award to the Santo Domingo Elementary/Middle School, subject to final approval by the Bureau of Indian Affairs.

❖ **Zuni Public School – Status of Lease for New ES**

Council approval of the Awards Subcommittee recommendation to extend the deadline for acceptance of the executed 50 year or equivalent term land lease for the 2012-2013 standards-based award to the Zuni School District for Dowa Yalanne/A:Shiwi Elementary Schools until the April 2013 PSCOC meeting.

• **2012-2013 Lease Assistance – Revised Lease Assistance Award Recommendations**

Council approval of the Awards Subcommittee recommendation to amend the 2012-2013 Lease Assistance awards to the charter schools in the spreadsheet before you and release the remaining three quarters of reimbursements upon receiving proof of lease payments made.

**b. Administration, Maintenance & Standards Subcommittee**

• **Adequacy Planning Guide - GSF Reduction Plan**

Council approval of the Administration, Maintenance & Standards Subcommittee recommendation to approve the revisions to the Adequacy Planning Guide Appendix A Tables for publication, distribution and use on future awards. Awarded projects currently in design, but not having reached design development phase, shall adhere to the revised Appendix A Tables for gross square footage per student.

**Item #4 – 2013-2014 Standard-Based Capital Outlay Award Cycle**

**a. 2013-2014 Application Announcement & Preliminary Funding Pool**

**Awards Subcommittee Recommendation**

Council approval of the Awards Subcommittee recommendation to release the 2013-2014 application announcement and timeline with an initial funding pool to the top 50 of the Preliminary wNMCI Ranking, with priority given to projects for major renovation or replacement with a weighted NMCI score of 55.0 or greater. In addition, the Public School Capital Outlay Oversight Task Force (PSCOOTF) is proposing a potential new funding program for needed repairs or replacement of critical building systems. This new program requires approval by the 2013 Legislature, with specific details and requirements to be sent to districts at a future date. Based on the number of pre-applications received by the March 22, 2013 due date, a final funding pool will be established that will be used to determine

eligibility to complete the full application and be considered for an award. Council may consider limited approval of requests for waivers or advances upon districts qualifying under certain conditions and evidence that no other funds are available.

Standards-based roof awards are available up to a maximum of \$10 million. Council may consider approval of requests for advances for this funding program upon districts qualifying under certain conditions and evidence that no other funds are available.

**AMS Subcommittee Recommendation**

Amend the Awards Subcommittee motion to the top **100** of the Preliminary wNMCI Ranking.

**Item #5 – Director’s Report – *informational only***

**Item #6 – Other Business**

**a. PSCOOTF Proposed Legislation – *informational only***

**b. PSCOC Strategic Issues – *informational only***

**c. 2013 QZAB & QSCB Application**

Council approval of the Awards Subcommittee recommendation to authorize release of the 2013 applications for Qualified Zone Academy Bonds (QZAB) and Qualified School Construction Bonds (QSCB). Applications are due February 22, 2013, and tentative award date will be at the April 9, 2013 PSCOC meeting.

**d. Next PSCOC Meeting – Proposed for April 9, 2013**



**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
AGENDA  
January 10, 2013—9:00 AM  
STATE CAPITOL BUILDING, ROOM 326  
SANTA FE, NEW MEXICO**

- 1. Call to Order** **-- Mr. David Abbey, Chair**
  - a. Approval of Agenda \*
  - b. Correspondence
- 2. Approval of Minutes (December 11, 2012) \***
- 3. Subcommittee Reports**
  - a. Awards Subcommittee**
    - **Financial Plan**
    - **District Presentations**
      - Deming Public Schools – Deming HS Project Status \*
    - **Additional Funding/Emergency Funding/Award Language Requests**
      - NMSBVI – WEC – Out-of-Cycle Construction \*
      - Roswell – Berrendo ES – Out-of-Cycle Construction \*
      - Roswell – El Capitan ES – Out-of-Cycle Construction \*
      - Roswell – Military Heights ES – Out-of-Cycle Construction \*
      - Santa Rosa – Anton Chico ES/ Rita Marquez MS – Out-of-Cycle Construction \*
      - Bernalillo Public Schools – Status of Lease for Santo Domingo EMS \*
      - Zuni Public Schools – Status of Lease for New ES \*
    - **2012-2013 Lease Assistance**
      - LFC Program Evaluation on Lease Assistance Program – Preliminary Report
      - Revised Lease Assistance Award Recommendations \*
  - b. Administration, Maintenance & Standards Subcommittee**
    - Adequacy Planning Guide – GSF Reduction Plan \*
- 4. 2013-2014 Standards-Based Capital Outlay Award Cycle**
  - a. 2013-2014 Application Announcement \*
  - b. Preliminary Funding Pool \*
  - c. 2013-2014 Proposed Workplan/Timeline
- 5. Director's Report**
  - a. Project Status Reports**
    - PSCOC Project Status Report
    - Master Plan Project Status Report
    - Lease Assistance Report
    - Chama Project Update
- 6. Other Business**
  - a. PSCOOTF Proposed Legislation
  - b. PSCOC Strategic Issues
  - c. 2013 QZAB & QSCB Application \*
  - d. Next PSCOC Meeting — Proposed for April 9, 2013

**Public Comments**

**Adjourn**

# **PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL SUBCOMMITTEE ASSIGNMENTS**

## **PSCOC**

David Abbey, Chair

Gene Gant, Vice-Chair

## **Awards Subcommittee**

Joe Guillen, Chair

Paul Aguilar

Tom Clifford

Frances Maestas

## **Administration, Maintenance & Standards Subcommittee**

J. Dee Dennis, Chair

Raul Burciaga

Keith Gardner

Gene Gant

*David Abbey will serve on subcommittees in the absence of any member or designee.*

# TAB 2

## **AWARDS SUBCOMMITTEE MINUTES:**

*(DECEMBER 11, 2012)*

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
DECEMBER 11, 2012  
MINUTES  
STATE CAPITOL BUILDING, ROOM 317  
SANTA FE, NEW MEXICO**

**Members Present:** Mr. David Abbey, LFC                      Mr. Gene Gant, PEC  
Mr. Joe Guillen, NMSBA                      Ms. Frances Maestas, LESC  
Mr. Tom Clifford, DFA                      Ms. Mary Root, CID

**Designees:** Ms. Sharon Ball for Mr. Raul Burciaga, LCS  
Mr. Brad Galbreith for Mr. Keith Gardner, Office of the Governor  
Mr. Antonio Ortiz for Mr. Paul Aguilar until 10:00 AM

**1. Call to Order—9:10 AM**

**Mr. David Abbey, Chair**

**a. Approval of Agenda**

Mr. Robert Gorrell, PSFA Director, called roll noting that Ms. Sharon Ball would serve as designee for Mr. Raul Burciaga (LCS), Mr. Brad Galbreith would serve as designee for Mr. Keith Gardner (Office of the Governor), and Mr. Antonio Ortiz would serve as designee for Mr. Paul Aguilar (PED).

Mr. Gorrell presented the agenda to the Council, noting that the PSCOC reserves the right to change the order of the agenda as deemed necessary.

The Council recognized Ms. Mary Root, representing Construction Industries Division (CID).

Mr. Clifford requested that future agendas include designation of specific agenda items that will require action by the Council.

**MOTION:** Mr. Gene Gant moved for adoption of the agenda as presented. Mr. Dee Dennis seconded, the motion carried.

**b. Correspondence**

Mr. Abbey and PSFA staff received a letter from Secretary-Designate Hanna Skandera that officially designates Mr. Paul Aguilar to represent the Department of Education throughout the 2013 interim.

**2. Approval of Minutes (November 1, 2012)**

Upon review by the Council, Mr. Joe Guillen moved for the approval of the November 1, 2012 PSCOC minutes, subject to technical corrections. Mr. Gant seconded, the motion passed.

### 3. Subcommittee Reports

#### a. Awards Subcommittee

- **Financial Plan**

Mr. Jeff Eaton, PSFA staff, referred the Council to the financial plan that was made available in their meeting notebooks that reflects action taken by the Council at their last meeting regarding projects and adjustment.

Project and adjustments are listed below:

***Ruidoso—Nob Hill ES***

District has changed its priorities of expenditures and reflected in their Master Plan. The district will be returning to the Council to fund this project but currently have other issues that must be addressed. Total decertified is \$52,949

***Raton—New Elementary School***

District has decided not to go out for a bond as they are not prepared and do not have their matching funds. The district believes that MEM and enrollment will increase in the near future. Total decertified is \$1,154,156

***Eunice—Caton MS***

The education specifications have been completed, however, the district is looking at 4-7 years before construction can begin. Due to the timeframe, the staff recommends de-certification. Total decertified is \$810,000

***Questa—Roots & Wings Charter School***

There was an issue of ownership of the Roots & Wings Charter School. The project needs to be de-certified until these issues are resolved. Total decertified is \$0 (Project was “non-award at time of application in 2008)

***Gallup McKinley Schools (for more information, see November 2012 Minutes)***

Gallup—Juan de Onate Elementary School (Total decertified is \$941,351)

Gallup—Thoreau Elementary School (Total decertified is \$1,055,332)

Gallup—Lincoln Elementary School (Total decertified is \$928,959)

Gallup—Roosevelt Elementary School (Total decertified is \$935,000)

The Awards Subcommittee recommends decertifying the award amounts for projects mentioned above. The schools will be reassessed and re-ranked in the Facility Assessment Database and the districts may reapply in a future award cycle. PSFA staff will continue working with the districts on the projects to assist in moving forward.

Mr. Eaton noted that 10 awards were given to 10 districts that applied for Facility Master Plan awards. Net awards total \$235,754.

Mr. Eaton informed the Council that staff has incorporated the consensus revenue estimate prepared by staff at the Board of Finance. There were minor changes to the severance tax bond proceeds for FY-13 through FY-17 reducing capacities by \$7

million each fiscal year resulting in a total of \$180 million on average of proceeds that are available for the PSCOC programs.

- **Additional Funding/Emergency Funding/Award Language Requests**

- **Las Cruces—HS—Phasing Plan & Advance**

Mr. Pat McMurray, PSFA staff, presented this item to the Council noting that the Las Cruces Public Schools is requesting an advance in funding for Construction for Phase I of the Las Cruces HS. As required in the award, the District has submitted a phasing plan which reduces the total phases of the project to two. The District will need an advance of \$9,894,260 to complete the project in the proposed phasing plan.

Mr. McMurray introduced Superintendent Stan Rounds. In regard to the advance, Mr. Rounds noted that the high school is a landmark campus and it is necessary to contemplate an action that allows the district to build new buildings, place students in new building, raze a substantial part of the site and build the subsequent Phase II building. Mr. Rounds indicated that the original concept looked like a 7-year build-out and would have made the educational delivery difficult. The district will switch the completion of the project to a 4-year timeline in two phases.

Mr. Rounds indicated that the district purchased available adjacent property across El Paseo which is now a corridor in the master plan for the State of New Mexico as well as the City of Las Cruces. A portion of this plan includes building a fully enclosed pedestrian bridge over the street. The estimated one million dollars for the bridge is a shared cost between the PSCOC and the district. He indicated that the new plan moves the school away from the traffic that makes it safer for students.

Mr. Rounds stated that the district will have a bond election in 2014 and are confident that the bond will pass. If the bond does not pass, the district will pay back the advance with their HB-33 funding.

Mr. Rounds stated that in FY-2014, the bond funds would be available in third quarter of 2014 as they do their projection of bond sales in July (first quarter of FY2015). The district has \$65 million in bond availability that will be authorized in FY-14 and the bond sale in June 2014 is sufficiently sized to \$15 million to \$20 million. District is maintaining a mill levy/bond approach of 8.99 mills. The current enrollment is approximately 1,800 students with a maximum of 2,000.

The 2011 award was for planning and design to renovate and replace facilities to bring school to adequacy for a core of 2,000 students with classrooms for 1,800. Prior to design, district to provide district wide utilization and attendance study of all high schools. Out-of-cycle construction funding consideration is limited to Phase 1 until detailed options for the entire project are submitted and approved by the PSCOC.

PSFA staff recommends that the PSCOC approve the additional state funding request for the phase 2 (construction funding) totaling \$ 44,999,000 as requested to complete phase I of this project to adequacy (district advance \$9,894,260 plus state match \$35,104,740).

The district has in place \$8,190,000 of their required \$18,084,260 district funding.

The Awards Subcommittee has reviewed this request and recommends approval.

**MOTION:** Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2010-2011 standards-based award to the Las Cruces Public Schools for Las Cruces High School, to include out-of-cycle construction funding for Phase 1 of 2, to renovate and replace facilities to bring school to adequacy for an estimated core of 2,000 students with classrooms estimated for 1,800. Included to adequacy is the site required pedestrian bridge connecting the new classrooms and administration structures, providing additional safety to the campus for an estimated \$1 million cost, with a total increase in the state share amount of \$35,104,740 (66%), contingent upon an additional local share of \$18,084,260 (34%). An advance of \$9,894,260 toward the local share is authorized and will be repaid upon passage of local bond in 2014 and dedication of the necessary proceeds or HB-33 funds to meet the required match for the project to be repaid by the first quarter of FY2015.

Request as Presented in Notebooks		Additional \$1 million for Pedestrian Bridge	
Total	\$52,189,000	Total	\$53,189,000
LCPS 34%	\$17,744,260	LCPS 34%	\$18,084,260
PSCOC 66%	\$34,444,740	PSCOC 66%	\$35,104,740
LCPS Funds Available	\$8,190,000	LCPS Funds Available	\$8,190,000
Requested Advance Amount	\$9,554,260	Requested Advance Amount	\$9,894,260

Since this is a subcommittee motion, a second is not necessary. There being no objection, the motion was adopted.

-- **NMSD—Infirmary—Supplemental 2012-2013 Standards Based Award**

Mr. McMurray presented this item to the Council noting that the NMSD Health Center building is ranked #25 with the weighted NMCI of 55.27%. The recently developed NMSD FMP calls for the replacement of the Health Center building. The decision was to move the health services into the basement of the Dillon Hall and add this additional design work to the existing Dekker/Perich/Sabatini architects contract for the Dillon Hall Phase II renovation. The PSFA additional design fee is \$16,317.50 tax included. This request for additional funding is for the planning and design phase only.

Mr. McMurray noted that the existing facility and housing is a little over 8,000 square feet and will be reduced to less than 6,000 square feet which will reduce the maintenance cost. The basement is being utilized for non-instructional offices. Mr. McMurray stated that the total project cost would be \$400,000 for planning for the entire Phase II project that includes the demolition of the existing

Annex Building, a new building for the library and other spaces. NMSD will come back before the Council to request funding for construction for Phase II funding. It was noted that a request has already been submitted for their required matching funds for other PSCOC-funded projects and that this project was included. The reason for the delay was due to adoption of the facilities master plan.

The Council expressed the importance that the school present to the legislature, more detailed documents that reflect that they are entirely dependent on state funding for the local share and do not have institutional revenues that might be applied to their projects.

**MOTION:** Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to make supplemental 2012-2013 standards-based award to the NM School for the Deaf, due to delays in adopting standards for the special schools and recent completion of the district Facility Master Plan. \$16,318 for planning and design to relocate the Health Center Building into the basement of Dillon Hall based on an estimated project cost of \$460,049. The local match share (50% - \$8,159) shall be advanced contingent on review of available district finances. The district shall request funding from the 2013 or subsequent NM Legislature to accommodate the local share of the total estimated project cost. The balance of the funding may be requested out-of-cycle upon completion of construction documents and submission of a plan to dispose of the existing Infirmary. Since this is a subcommittee recommendation, a second is not required. There being no objection the motion carried.

**-- West Las Vegas—Union ES—Out-of-Cycle Construction**

Mr. McMurray presented this item to the Council noting that the additional funding request is for construction of renovations to adequacy. PSFA staff recommends that the PSCOC approve the state funding request totaling \$859,921 (76%) as requested to complete Phase II construction to adequacy. The district has in place their required additional funding amount totaling \$271,551 (24%) as submitted.

The work includes replacing lighting and finishes, HVAC upgrades, demolition and reconstruction of the existing non-code-compliant restroom facilities, removal and replacement of existing doors and some frames and the relocation of the administration offices. The existing portable building removal and selective asbestos abatement will be performed by the district prior to commencing work.

Mr. Gene Parson, Superintendent for the district stated that currently there are 91 students attending Union ES. The trend of enrollment is anticipated to be maintained at its current level. The Council commended Mr. Karl Sitzberger, PSFA Regional Manager, and Mr. McMurray for the time and effort they put into attempting to right-size this project. Mr. Abbey noted that there has been significant decline in enrollment. Mr. Parson stated that there is a possibility that the enrollment may increase.



**MOTION:** Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to amend the 2011-2012 standards-based award to the West Las Vegas Schools for Union ES, to include out-of-cycle construction funding to renovate facilities to adequacy for 91 students grades 2-5, with an increase in the state share amount of \$859,921 (76%), contingent upon an additional local share of \$271,551 (24%). Since this is a subcommittee recommendation, a second is not required. There being no objection the motion carried.

- **Pre-K Capital Awards (Round 2)**

Mr. Berry presented this item noting that the original appropriation was for \$2.5 million. The earlier awards granted by the PSCOC were in the amount of \$1,371,000. The recommendation below expends the remaining \$1,129,000. Mr. Berry informed the Council that there were 7 additional requests.

Three of the projects received Round 1 awards and in the subsequent application process requested additional classrooms. Mr. Berry explained that Farmington, Hatch and Rio Rancho received Round 1 awards and will be an extension of those requests.

Mr. Berry noted upon looking at actual requested amounts exceeding available funds, a portion of the requests have been reduced accordingly. He assured the Council that staff reviewed all requests and were able to fully fund the state share for the awarded scope of the projects; however, in some cases staff reduced the number of classrooms based on the actual number of pre-k students attending the school. Mr. Berry explained that the state funded Pre-K is a half-day program.

Mr. Berry noted that the Alamogordo district is the only district that does not have a Pre-K program and are uncertain as to whether or not they want to begin the program. If they decide that they do not want to move forward with a Pre-K program, the funds would be withdrawn and allocated to other projects. The Council voiced concern regarding funding a project where the district is not sure whether or not they would consider a Pre-K program.

**MOTION:** Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to make final pre-kindergarten classroom renovation/construction awards pursuant to Laws 2012, Chapter 64, Section 33 (HB191) from existing, unspent proceeds from previously issued supplemental severance tax bonds, in the form of project reversions. Allocations are to the districts set out in the award spreadsheet for the purposes and in the amounts specified. These allocations represent the state share portion of the estimated cost to renovate or construct pre-k classrooms, subject to a local match as set forth in the state/ local match formula. Any funds freed by non-acceptance of the awards or unused proceeds shall be reallocated to fully fund the Rio Rancho, Farmington, or Hatch district requests in order, based on score and validated need. Since this is a subcommittee recommendation, a second is not required. There being no objection the motion carried.

- **Zuni Repayment**

The Zuni Schools received 2 advances on projects in their district. It was stated that there is a 4-year repayment limit on advances. The middle school demolition is still within the 4-year limit, but the sewer emergency has passed the deadline. The district had previously asked for a waiver of both advances; however, PSFA staff review of the district finances appeared that the district could repay. The district looked at their finances and it appeared that they could accommodate repayment of both advances and has submitted a repayment schedule.

**MOTION:** Mr. Guillen moved for Council approval of the Awards Subcommittee recommendation to accept the revised repayment schedule from the Zuni Schools for the 2 advances: E07-007 Teacherage Sewer Emergency - \$85,800 due, D09-002 Zuni Middle School Demolition - \$109,909.85 due. The first payment for 50% of the amount owed or \$97,855 is to be made within thirty days of this meeting and a final payment in the amount of \$97,854.85 is to be made on or before December 31, 2013. Since this is a subcommittee recommendation, a second is not required. There being no objection the motion carried.

- b. **Administration, Maintenance & Standards Subcommittee**

- **2013-2014 Preliminary NMCI Ranking**

Mr. Chris Aguilar, PSFA staff, presented this item to the Council referring them to the ranking list that is made available to them in their meeting notebooks. He explained that the first section of the ranked list includes previously awarded projects which have not yet received construction funding. The list is a repository for schools that receive awards while in the design phase. Mr. Aguilar noted that Union Street Elementary and School for the Deaf Campus Health Center were added based on potential action by the Council at today's meeting.

**MOTION:** Mr. Gene Gant moved for Council approval of the Administration, Maintenance & Standards Subcommittee recommendation to release the Preliminary NMCI Rankings, including charter schools that have been reassessed based on programmatic needs after completing at least one renewal period, for the 2013-2014 standards-based award cycle based on criteria and weightings previously adopted by the Council. Release of the ranking is subject to necessary technical corrections and Districts are encouraged to work with PSFA staff to resolve any outstanding technical corrections to the data with ability to make a formal appeal to the PSCOC by the March 22, 2013 deadline for pre-applications. Since this is a subcommittee recommendation, a second is not required. There being no objection the motion carried.

- **FY 2012 Annual Report**

Mr. Berry presented this item to the Council. He noted that members should send any final edits to staff as soon as possible so that the annual report can be printed and ready for distribution by the beginning of the legislative session in January 2013.

**MOTION:** Mr. Gant moved for Council approval of the Administration, Maintenance & Standards Subcommittee recommendation to approve the draft annual report and authorize PSFA staff to complete the report and make final edits and technical corrections prior to printing and distribution. Since this is a subcommittee recommendation, a second is not required. There being no objection the motion carried.

- **FY 2012 Audit**

Mr. Eaton noted that the audit has not been released yet and this item is for informational purposes only. The Council has access to it but the audit cannot be distributed as a public document until released by the State Auditor. He noted that PSFA had 3 findings last year due to late submittal, timely deposits, and negative cash balances. All three findings were resolved. There were two minor findings this year that include a timely payment to a vendor and a travel reimbursement for a staff member that did not have signature approval of a supervisor. Staff will provide the complete report to the AMS Subcommittee and PSCOC when final. The Council asked that a member be involved with external auditors and report directly to the Council. The Council also suggested PSCOC hold a special executive session for the audit exit conference next year.

*This report is for informational purposes only. No action is required by the Council.*

- **Mesa Vista—District Presentation on Maintenance Efforts**

Mr. Gorrell explained that this report is in response to the Facilities Maintenance Assessment Report (FMAR) that has been supported by the Council.

Representing the district is Superintendent Traci Philips and Mr. Leo Garcia. Ms. Philips stated when she began working for the district as a principal she was appalled by the condition of the district facilities. There was no fire alarm or electricity in a large portion of the middle school as well as sewage issues. PSFA staff visited the school and advised her that the schools could be fixed. She then discovered what FMAR was and found that the districts numbers were negative. Ms. Philips noted that FMAR has assisted the district in prioritizing their projects to determine life safety vs. cosmetic repairs. She then went before the school board to show them the needs of the schools. .

Ms. Philips stated that it is because of the FMAR that the district was able to get somewhat ahead in resolving some of their issues as well as moving forward for their bond election in February. She stated that there are many safety issues that need to be resolved in the district.

Mr. Martinez stated that this is evidence that FMAR is working for school districts and they are making great strides in improving their educational environment.

The Council voiced concern regarding the district's school board not getting involved in the condition of these facilities. It was suggested that the School Board Association train school boards at the School Budget Workshop, to be more attentive

of their schools as there are large amounts of state funds that are invested in facilities.

Mr. Guillen stated that there are issues among school boards and today's presentation is well received. He indicated that he will present this issue at their next School Board Association meeting in February 2013. There will be mandatory training by PED staff. He questioned if training should be during the School Budget Workshop as many board members do not attend.

Mr. Martinez explained that 20% of the score comes from the use of the FIMS program and management and statutory requirements, the remaining 80% of the score is the actual physical conditions such as: potential life/health and safety issues, and/or immediate threats to life/health and safety assets. The program is used as a leading indicator and best practice for maintenance management.

The Council suggested that the FMAR report have three categories and should contain contingencies.

#### **4. Director's Report**

##### **a. Project Status Reports**

##### **-- PSCOC Project Status Report**

Mr. McMurray presented the Project Status Report to the Council, noting that the report was reviewed by the Administration, Maintenance & Standards Subcommittee.

Mr. McMurray highlighted the various projects in the report along with the projects that are moving forward and projects that are behind schedule.

In regard to the Deming School District, the AMS Subcommittee directed staff to invite the district to present to the Council at its January 2013 meeting. The staff did as requested and the district indicated that they are able to move forward with their projects. However, the award may be rescinded if the district is unable to demonstrate that the project will move forward in a timely fashion.

*This report is for informational purposes only. No action is required by the Council.*

##### **Master Plan Project Status Report**

Mr. Gorrell presented the Master Project Plan Report to the Council noting that the report was reviewed by the Administration, Maintenance & Standards Subcommittee. He highlighted various portions of the report.

*This report is for informational purposes only. No action is required by the Council.*

##### **Lease Assistance Report**

Mr. Gorrell presented the Lease Assistance Payment Report to the Council noting that the report was reviewed by the Administration, Maintenance & Standards Subcommittee. He highlighted various portions of the report.

Council requested that the PSFA staff meet with PED Charter Division staff to discuss how to address and resolve concerns regarding the second quarter release and bring back recommendations to the AMS and Awards Subcommittees for review. There will be further discussion at the next scheduled PSCOC meeting.

Ms. Maestas informed the Council that various legal staff are working together to look at virtual schools and the capital outlay portion will likely be discussed by the Task Force. These issues must be discussed in full prior to the session. The Council directed PSFA staff to work with PED charter division as well as the Chairs of the subcommittees.

*This report is for informational purposes only. No action is required by the Council.*

-- **Chama Project Update**

Mr. Gorrell presented this item to the Council noting that much work has been completed including winterizing the school. The roof has been fixed as well as the entrance; ceilings have been fixed; coils repaired; and alarms are now working. Staff is working with various entities to provide fresh air changes and maintenance. There are still issues regarding a noisy boiler, but there is a 3-year contract on the boiler and staff is working with the contractor to resolve this issue. Factory equipment required modification to swap out the pilot light that kept blowing out with an electronic igniter. More issues will be resolved during the spring when the snow thaws that would include asphalt around the elementary school.

*This report is for informational purposes only. No action is required by the Council.*

-- **2012 Ben Lujan Maintenance Achievement Awards**

Mr. Martinez informed the Council that the Ben Lujan Maintenance Achievement Awards are given to districts that are progressing in their maintenance.

**INDIVIDUAL AWARDS - Nominated by District Superintendents**

**Belen**—Florentino (Tino) Jiron NMSD—Gary Valencia

**Central**—Lorenzo Laphie Peñasco—Annette Sanchez

**Central**—Tom Smith Pojoaque—Jason Suazo

**Central**—Michael Moss Pojoaque—Fred Vigil

**Elida**—Andy Jasso Pojoaque—Robert Espinoza

**Elida**—Custodial Team Pojoaque—John Valdez

**Ft. Sumner**—Benny Segura Pojoaque—Carlos Martinez

**Gadsden**—Jimmy Carabajal Pojoaque—Ray Santos

**Las Cruces**—Ruben Amezola Roswell—Darrel Evans

**Los Alamos**—Ted Galvez Tucumcari—Steve Newman

**Los Alamos**—High School custodial team Tucumcari—Cody Ryen

**Loving**—Serrapio Parraz Tucumcari—Ted Lucero

**Loving**—Henry Armendariz, Tucumcari—Darvan Strand

**Loving**—Cruz Ornelas Tucumcari—Jesus Carrera

**Loving**—Dennis Onsurez Tucumcari—Joe Lopez

**Loving**—Rosa Onsurez Tucumcari—Will Horton

**Loving**—Carlos Martinez

**Loving**—Fausto Montes

**Loving**—Arcadio Orona

### **MOST IMPROVED DISTRICT AWARDS**

Required an initial FMAR score and are assessed as requested by district. Districts recognized value of FMAR and addressed items identified through FMAR process.

- Runner up-Bernalillo Public Schools
- Most Improved –Mesa Vista

### **NEW PARTICIPANT DISTRICT AWARDS**

- Bronze- Loving
- Silver-Elida
- Gold- Tucumcari

### **HONORABLE MENTION DISTRICT AWARDS**

- Belen
- Gadsden
- Gallup
- Los Alamos
- New Mexico School for the Deaf

### **SUSTAINED PERFORMERS FOR 2012**

#### **Bronze- Roswell**

Numerous best practices identified/great custodial program and managing by walking around.

#### **Silver- Wagon Mound**

This small district does a tremendous job in managing their facilities, from construction to daily operations.

#### **Gold- Los Lunas**

A district with a long standing record of performance and continuous improvement

#### **Gold- Farmington**

This district is a top notch operation that is constantly evolving and embracing change as they develop best practices in their efforts to provide the best educational environments possible.

The awards were presented by Representative Rick Miera.

*This report is for informational purposes only. No action is required by the Council.*

#### **b. 2013-2014 Proposed Workplan/Timeline**

Mr. Berry presented this item to the Council, noting that both subcommittees have reviewed the workplan/timeline. He highlighted various changes in the timeline noting that it is subject to change.

*This report is for informational purposes only. No action is required by the Council.*

**5. Other Business**

**a. Next PSCOC Meeting**

Upon discussion, the Council unanimously agreed to held their next PSCOC meeting January 10, 2013.

**Public Comment**

There is no public comment at this time.

**Adjourn**

There being no further action to come before the Council, the meeting adjourned at 11:30 AM.

\_\_\_\_\_ **Chair**

\_\_\_\_\_ **Date**

# TAB 3

## SUBCOMMITTEE REPORTS:

### A. AWARDS SUBCOMMITTEE

- *FINANCIAL PLAN*
- *DISTRICT PRESENTATIONS*
  - *DEMING PUBLIC SCHOOLS – DEMING HS PROJECT STATUS \**
- *ADDITIONAL FUNDING/EMERGENCY FUNDING/AWARD LANGUAGE REQUESTS*
  - *NMSBVI–WEC–OUT-OF-CYCLE CONSTRUCTION \**
  - *ROSWELL–BERRENDO ES – OUT-OF-CYCLE CONSTRUCTION \**
  - *ROSWELL–EL CAPITAN ES–OUT-OF-CYCLE CONSTRUCTION \**
  - *ROSWELL–MILITARY HEIGHTS ES–OUT-OF-CYCLE CONSTRUCTION \**
  - *SANTA ROSA – ANTON CHICO ES/ RITA MARQUEZ MS – OUT-OF-CYCLE CONSTRUCTION \**
  - *BERNALILLO PUBLIC SCHOOLS – STATUS OF LEASE FOR SANTO DOMINGO EMS \**
  - *ZUNI PUBLIC SCHOOLS – STATUS OF LEASE FOR NEW ES \**
- *2012-2013 LEASE ASSISTANCE*
  - *LFC PROGRAM EVALUATION ON LEASE ASSISTANCE PROGRAM – PRELIMINARY REPORT*
  - *REVISED LEASE ASSISTANCE AWARD RECOMMENDATIONS \**

\* Denotes potential action by the Public School Capital Outlay Council



## **Summary of PSCOC Financial Plan Changes since 12/11/12**

### **PROJECTS FUNDING ADJUSTMENTS**

**Las Cruces High School @ Las Cruces (P11-011).** Funding for Phase 2 award.

Net Award: \$44,999,000.

**NMSD Infirmary @ NMSD Santa Fe Campus (C10-001).** Funding and advance for Phase 1 award.

Net Award: \$16,318.

**Union Elementary School @ West Las Vegas (P12-014).** Additional Funding for Phase 2 award.

Net Award: \$859,921.

### **Pre-Kindergarten Awards**

9 awards to 9 school districts.

Net Award: \$2,500,000.

# PSCOC Financial Plan

(millions of dollars)

January 2, 2013

I. SOURCES & USES							
<b>SOURCES:</b>		<b>FY12</b>	<b>FY13 est.</b>	<b>FY14 est.</b>	<b>FY15 est.</b>	<b>FY16 est.</b>	<b>FY17 est.</b>
<b>Unencumbered Balance (Period Beginning)</b>		<b>198.7</b>	<b>317.2</b>	<b>202.8</b>	<b>108.3</b>	<b>65.9</b>	<b>228.3</b>
SSTB (Revenue Budgeted July)		154.6	50.0	116.6	120.5	127.9	132.6
SSTB (Revenue Budgeted January)		98.7	58.3	60.2	64.0	66.3	66.9
Project & Operating Reversions / Advance Repayments		17.4	32.9	16.2	12.5	12.5	12.5
Subtotal Sources :		469.4	458.4	395.8	305.3	272.6	440.3
<b>USES:</b>							
Capital Improvements Act (SB-9)		19.2	19.6	19.8	20.0	20.2	20.4
Lease Payment Assistance Awards		10.8	13.1	14.5	15.9	17.5	19.2
Master Plan Assistance Awards		0.7	0.7	0.7	0.7	0.7	0.7
PSFA Operating Budget		5.7	5.5	5.7	5.7	5.7	5.7
CID Inspections		0.3	0.3	0.3	0.3	0.3	0.3
Project Encumbrance Needs		115.5	216.3	246.6	196.8	0.0	0.0
Subtotal Uses :		152.2	255.6	287.5	239.4	44.3	46.3
<b>Estimated Uncommitted Balance Period Ending</b>		<b>317.2</b>	<b>202.8</b>	<b>108.3</b>	<b>65.9</b>	<b>228.3</b>	<b>394.0</b>

II. PROJECT ENCUMBRANCE SCHEDULE SUMMARY								
		<b>FY12</b>	<b>FY13 est.</b>	<b>FY14 est.</b>	<b>FY15 est.</b>	<b>FY16 est.</b>	<b>FY17 est.</b>	<b>Total</b>
Prior Year Awards		70.2	64.3	41.7	40.6	0.0	0.0	216.7
2010-2011 Awards (Design) :		5.1	0.0	0.0	0.0	0.0	0.0	5.1
2010-2011 Awards (Construction) :		25.4	95.3	48.1	29.7	0.0	0.0	198.5
2011-2012 Awards (Design) :		5.4	0.2	0.0	0.0	0.0	0.0	5.5
2011-2012 Awards (Construction) :		2.6	20.8	42.2	0.0	0.0	0.0	65.6
2011-2012 Roof Awards (Design & Const.) :		6.9	2.2	0.0	0.0	0.0	0.0	9.1
2012-2013 Awards (Design) :			10.9	0.0	0.0	0.0	0.0	10.9
2012-2013 Awards (Construction) :			11.5	91.2	0.0	0.0	0.0	102.7
2012-2013 FMP Awards (Design Svcs.) :			0.0	0.0	0.0	0.0	0.0	0.0
2012-2013 Roof Awards (Construction) :			8.7	0.0	0.0	0.0	0.0	8.7
2012-2013 Pre-Kindergarten Awards (Construction) :			2.5	0.0	0.0	0.0	0.0	2.5
2013-2014 Awards Scenario (Design) :				13.5	0.0	0.0	0.0	13.5
2013-2014 Awards Scenario (Construction) :				0.0	126.5	0.0	0.0	126.5
2013-2014 Roof Awards Scenario (Design & Const.) :				10.0	0.0	0.0	0.0	10.0
Subtotal Uses :		115.5	216.3	246.6	196.8	0.0	0.0	775.3

\* FY13 inclusive of estimated \$32.5M of new Phase 2 awards listed in Project Encumbrance Schedule and \$29.8M of prior year award balances to complete projects to adequacy.

**TABLE 1.**  
**FY13 Phase 2, Emergency & Cost Overruns**  
*January 2, 2013*

Action Taken	Project #	Description	Amount	Comment		Certification Adjustment
7/26/2012	<a href="#">P13-011</a>	Espanola Carlos Vigil Middle School	\$ 822,898	Phase 2 funding for new playfield	Full amount needs to be certified in next bond resolution.	\$ 822,898
7/26/2012	<a href="#">P11-013</a>	Los Alamos Middle School	\$ 5,482,519	Phase 2 funding for campus renovations	Full amount needs to be certified in next bond resolution.	\$ 5,482,519
9/7/2012	<a href="#">P13-004</a>	Capitan Elementary & High School	\$ 500,000	Advance for Phase 1	New Award. Full amount need to be certified in next bond resolution.	\$ 500,000
9/7/2012	<a href="#">P07-003</a>	TA Middle School / Escalante High School	\$ 3,022,810	Additional funding for outstanding work and a waiver of approx. \$2.1	New Award. All but \$2,174,094 million needs to be certified in next bond	\$ 848,716
9/7/2012	<a href="#">P08-003A</a>	Gadsden High School	\$ 11,308,300	Additional funding for Phase 3, Part 1.	\$14,400,000 certified for this phase in November 2010 resolution.	\$ (3,091,700)
10/5/2012	<a href="#">P13-001</a>	Sandia HS Phase 1	\$ 10,697,386	Phase1 funding	\$11,971,178 certified for this phase on May 1, 2012. Next bond resolution will be adjusted accordingly.	\$ (1,273,792)
10/5/2012	<a href="#">P12-004</a>	Belen Family School	\$ 9,152	Phase1 funding	Full amount need to be certified in next bond resolution.	\$ 9,152
10/5/2012	<a href="#">R13-018</a>	Van Stone Elementary School	\$ 192,525	Re-consideration of previous non-Award	\$151,171 certified for this phase in May 1, 2012 resolution. Next bond resolution will be adjusted accordingly.	\$ 41,354
10/5/2012	<a href="#">P12-013</a>	WLV Family Partnership	\$ 159,390	Additional funding for Phase 1.	Full amount need to be certified in next bond resolution.	\$ 159,390
10/5/2012	<a href="#">P13-015</a>	NMSBVI Site Improvements	\$ 297,236	Phase1 funding	Full amount need to be certified in next bond resolution.	\$ 297,236
10/5/2012	<a href="#">P13-016</a>	NMSBVI Health Services & Jack Hall	\$ 83,752	Phase1 funding	Full amount need to be certified in next bond resolution.	\$ 83,752
11/1/2012	<a href="#">P08-024</a>	Ruidoso Nob Hill Elementary	\$ (52,949)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (52,949)
11/1/2012	<a href="#">P09-022</a>	New Raton ES	\$ (1,154,156)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (1,154,156)
11/1/2012	<a href="#">P10-002</a>	Caton MS	\$ (810,000)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (810,000)
11/1/2012	<a href="#">P11-004</a>	Gallup Juan de Onate ES	\$ (941,351)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (941,351)
11/1/2012	<a href="#">P11-007</a>	Gallup Thoreau ES	\$ (1,055,332)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (1,055,332)
11/1/2012	<a href="#">P11-009</a>	Gallup Lincoln ES	\$ (928,959)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (928,959)
11/1/2012	<a href="#">P11-010</a>	Gallup Roosevelt ES	\$ (935,000)	Project Decertification. District may reapply in a future awards cycle.	Next bond resolution will be adjusted accordingly.	\$ (935,000)
11/1/2012	<a href="#">E13-001</a>	(Pending)Questa Combined School Gymnasium Heater	\$ 46,000	Emergency Funding	Full amount need to be certified in next bond resolution.	\$ 46,000
11/1/2012	<a href="#">E13-002</a>	(Pending) Reserve Fire Alarm Repair	\$ 12,000	Emergency Funding	Full amount need to be certified in next bond resolution.	\$ 12,000
12/11/2012	<a href="#">P11-011</a>	Las Cruces High School	\$ 44,999,000	Phase 2 funding for campus renovations	Partial amount need to be certified in next bond resolution	\$44,239,958
12/11/2012	<a href="#">C10-001</a>	NMSD Infirmary	\$ 16,318	Phase 1 funding	Full amount need to be certified in next bond resolution TBD.	\$ 16,318
12/11/2012	<a href="#">P12-014</a>	WLV Union ES	\$ 859,921	Additional funding for Phase 2.	Phase award \$937,554 certified 11/03/11. Next bond resolution will be adjusted accordingly.	\$ (77,633)

## District Local Match Advances

January 2, 2013

### Repayment Schedule - For Planning Purposes Only

				\$7,553,038	\$2,148,827	\$3,686,839	\$0	\$500,000
District	Project Number	School	Status	Outstanding Balance	FY13	FY14	FY15	FY16
Chama Valley	<a href="#">P06-007</a>	Escalante HS/Tierra Amarilla MS	8/30/10, 11/1/10 Sent repayment inquiry 2/11/11 Received email from district: will provide scheduled final repayment after May 2011. Notified district of repayment deadline and the possibility of request for extension.	\$199,094	\$199,094			
Chama Valley	<a href="#">P07-003</a>	Tierra Amarilla Elementary	Awarded 04/14/09. Repayment adjusted to \$325,906. Waiver of \$2,174,094 granted 09/07/12.	\$325,906	\$325,906			
Des Moines	<a href="#">R07-006</a>	Des Moines Combined	3/4/10 - Received \$100,000 payment and repayment schedule 7/16/10 - Received \$16,652.67 payment 7/19/11 - Received \$16,562.67 payment	\$16,743				
Fort Sumner	<a href="#">P08-020</a>	Fort Sumner Schools	Project in progress. FY11 Payments based on district expenditures toward project.	\$1,397,656		\$1,397,656		
Jemez Mountain	<a href="#">E07-001</a>	Gallinas Campus	Letter received 03/02/09 from Superintendent Adan Delgado requesting meeting with Bob Gorrell to discuss.	\$351,496				
Reserve	<a href="#">E11-001</a>	Reserve Emergency	Payment due June 30, 2011 6/28/11 Received letter from district requesting transfer of advance to full grant 11/3/11 Council approval of extension to May 2012 for further reevaluation of district finances	\$30,000				
Tularosa	<a href="#">P07-018</a>	Tularosa High School	Awarded 01/08/09	\$2,200,000	\$733,333	\$733,333		
Zuni	<a href="#">E07-007</a>	Teacherage Sewer Emergency	Awarded 07/24/09	\$85,800				
Zuni	<a href="#">D09-008</a>	Old Zuni Middle School Demolition	Awarded 07/30/08. Payment due within four years.	\$200,000		\$200,000		
Ruidoso	<a href="#">P06-029</a>	Ruidoso MS Settlement		\$1,355,850		\$1,355,850		
Capitan	<a href="#">P13-004</a>	Capitan Elem/High School	Awarded 09/07/12. Payment due within four years.	\$500,000				\$500,000
NMSD	<a href="#">P13-008</a>	NMSD Sante Fe Site	Awarded 07/26/12.	\$700,000	\$700,000			
NMSBVI	<a href="#">P13-012</a>	NMSBVI Site	Awarded 10/05/12.	\$148,618	\$148,618			
NMSBVI	<a href="#">P13-013</a>	NMSBVI Jack Hall	Awarded 10/05/12.	\$41,876	\$41,876			

# PSCOC Financial Plan Definitions

## Sources

**SSTB (Revenue Budgeted July) & SSTB (Revenue Budgeted January).** SSTB (Supplemental Severance Tax Bond) are issued and sold by the New Mexico State Board of Finance upon receiving a Resolution signed by the Chair of the PSCOC certifying the need to sell bonds pursuant to the Public School Capital Outlay Act (the "Act"). Amounts are budgeted by the Public School Facilities Authority (PSFA) into the Public School Capital Outlay Fund (the "Fund"). Amounts reported for prior fiscal years are actuals. Amounts in the current fiscal year and out-years are the most current/available capacity estimates prepared bi-annually by the Board of Finance.

**Project & Operating Reversions / Advance Repayments.** Project reversions are proceeds budgeted in the Fund from prior SSTB sales for PSOC project phase awards that have been identified by PSFA staff as available for new project awards or other uses permitted pursuant to the Act. Amounts are determined based on unexpended award balances from projects that are financially closed-out through a post project financial audit performed by the PSFA on an ongoing basis. Operating reversions are unexpended amounts from PSFA's annual operating budget. Advance repayments are amounts remitted back to the PSFA and deposited into the Fund from school districts for advances of funds for districts share amounts on PSCOC projects. Amounts reported for prior fiscal years are actuals. Other amounts are estimates prepared and updated by PSFA on a quarterly basis.

## Uses

**Capital Improvements Act (SB-9), Lease Payment Assistance Awards, Master Plan Assistance Awards, PSFA Operating Budget, CID Inspections & Project Encumbrance Needs** are uses subject to funding availability and permitted pursuant to the Public School Capital Outlay Act and Capital Improvements Act unless otherwise indicated.

**Capital Improvements Act (SB-9)** are amounts are for distributions to school districts through the Public Education Department (PED). Transfer amounts from the PSCO Fund are calculated annually and administered by and budgeted to the PED.

**CID Inspections** are amounts that may be approved annually by the PSCOC for transfer from the PSCO Fund to the Regulation and Licensing Department for expedited inspection services by the Construction Industries Division at PSCOC project sites.

**PSFA Operating Budget** are amounts that may be approved annually by the Legislature for transfer from the PSCO Fund to the PSFA Operating Fund for administration and oversight of PSCOC projects and carrying out duties pursuant to the Public School Capital Outlay Act.

**Lease Payment Assistance Awards** are amounts that may be approved annually for reimbursing school districts and charter schools for leasing K-12 facilities.

**Master Plan Assistance Awards** are amounts that may be approved annually for the state share of the cost of updating a school district or charter schools five year facility master plans.

**Project Encumbrance Needs** are amounts that may be approved annually for entering into contracts for the state share to adequacy for PSCOC awarded projects. Encumbrance needs are phase award estimates prepared and updated by PSFA on a

## Project Encumbrance Schedule Summary

Amounts in the Schedule are the total state share phase award amounts grouped by award year and phase (Design & Construction). Funding needs are estimated by phase and across fiscal years based on project schedules. Phase amounts are derived from the Project Encumbrance Schedule Detail table. Phase award amounts and schedules are estimates prepared and updated by PSFA on a quarterly basis.

# PSCOC Financial Plan Definitions

## **Project Encumbrance Schedule Detail**

Amounts in the Schedule are the total state share phase award amounts grouped by award year and phase (Design & Construction). Design phases are indicated with the color yellow; construction phase(s) are indicated with the color green. Uncertified phases are indicated in italics. partially certified phases are indicated with italics and an asterisk (\*). Funding needs are estimated by phase and across fiscal years based on project schedules. Phase award amounts and schedules are estimates prepared and updated by PSFA on a quarterly basis.

January 2, 2013

*Numbers in italics indicate bonds have not been certified.*

PRIOR YEAR AWARDS				Phase 1	Phase 2	Total	Certification Date(s)	Certified	Uncertified	2011_Q3	2011_Q4	2012_Q1	2012_Q2	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
	-	Various	Various			\$33,100,000	Various	\$29,800,000	\$0								\$29,800,000												
P06-029	Ruidoso	Ruidoso Middle School		\$7,168,708	\$1,965,000	\$9,133,708	09/21/05; 11/06/08; 5/1/12	\$9,133,708	\$0				\$1,965,000																
P08-001	Deming	Deming High		\$2,700,000	\$53,600,000	\$56,300,000	11/1/2007	\$2,700,000	\$53,600,000										\$26,800,000				\$26,800,000						
P09-011	Central	Natanni Nez		\$478,360	\$5,763,932	\$6,242,292	11/6/2006	\$6,242,292	\$0				\$5,763,932																
P09-014	Clovis	James Bickley ES		\$587,782	\$9,791,000	\$10,378,782	11/6/08; 11/04/10; 11/01/12	\$10,378,782	\$0								\$9,791,000												
P09-015	Clovis	Lockwood ES		\$651,298	\$10,779,173	\$11,430,471	11/6/08; 11/04/10; 05/01/12	\$11,430,471	\$0				\$10,779,173																
P09-013	Clovis	Bella Vista ES		\$754,193	\$5,928,651	\$6,682,844	11/6/08; 11/04/10; 11/03/11	\$6,682,844	\$0		\$5,928,651																		
P06-012	Espanola	Alcalde ES		\$0	\$5,569,291	\$5,569,291	11/4/10; 05/01/12	\$5,569,291	\$0				\$5,569,291																
P10-003	Farmington	Tibbetts MS		\$973,500	\$19,086,500	\$20,060,000	11/06/09; 11/4/10	\$20,060,000	\$0		\$19,086,500																		
P10-004	Gallup	Crownpoint ES		\$1,078,343	\$11,780,756	\$12,859,099	11/4/10; 11/03/11	\$12,859,099	\$0	\$11,780,756																			
P08-003	Gadsden	Gadsden HS		\$0	\$43,020,000	\$43,020,000	11/06/08; 11/4/2010; 05/01/12; 11/01/12	\$29,250,000	\$13,770,000					\$11,308,300				\$14,850,000						\$13,770,000					
P10-007	Las Cruces	Loma Heights ES		\$684,924	\$8,056,464	\$8,741,388	11/04/10; 05/01/12	\$8,741,388	\$0				\$8,056,464																
C10-001	NMSD	NMSD		\$650,000	\$5,850,000	\$6,500,000	11/3/2011	\$6,500,000	\$0	\$650,000							\$5,850,000												
C10-002	NMSBVI	NMSBVI		\$616,194	\$7,576,828	\$8,193,022	11/3/2011	\$6,161,940	\$2,031,082	\$616,194						\$7,576,828	\$5,441,000	\$14,850,000	\$26,800,000	\$0	\$0	\$0	\$26,800,000	\$13,770,000	\$0	\$0	\$0	\$0	\$0
				\$16,343,302	\$188,767,594	\$238,210,896	\$165,509,815		\$69,401,082	\$13,046,950	\$25,015,151	\$0	\$32,133,859	\$11,308,300	\$0	\$7,576,828	\$45,441,000	\$14,850,000	\$26,800,000	\$0	\$0	\$0	\$26,800,000	\$13,770,000	\$0	\$0	\$0	\$0	\$0
										\$70,195,960				\$64,326,128				\$41,650,000				\$40,570,000							

\* - Phase cost partially funded/certified.

[illegible]

\* - Phase cost partially funded/certified.

[illegible]

\* - Phase cost partially funded/certified.

R12-001	Animas	Animas HS Cafeteria/Classroom/ Auditorium Roof			\$58,530	11/3/2011	\$58,530	\$0	\$58,530								
R12-002	Gadsden	Chaparral ES Main Building Roof			\$721,522	11/3/2011	\$721,522	\$0	\$721,522								
R12-003	Gadsden	Tower & corridor to cafeteria			\$28,800	11/3/2011	\$28,800	\$0	\$28,800								
R12-004	Gadsden	Tower & corridor to cafeteria			\$28,800	11/3/2011	\$28,800	\$0	\$28,800								
R12-005	Gadsden	Tower & corridor to cafeteria			\$28,800	11/3/2011	\$28,800	\$0	\$28,800								
R11-009	Gallup	Tohatchi HS Gymnasium Roof			\$467,500	11/3/2011	\$467,500	\$0	\$467,500								
R11-010	Hatch	Garfield ES Remaining Facility Roof			\$489,500	11/3/2011	\$489,500	\$0	\$489,500								
R12-007	Las Cruces	Sunrise ES Roof			\$778,068	11/3/2011	\$778,068	\$0	\$778,068								
R12-008	Las Cruces	MacArthur ES Roof			\$421,804	11/3/2011	\$421,804	\$0	\$421,804								
R12-009	Los Lunas	Los Lunas MS Campus Roofs			\$633,937	11/3/2011; 05/01/12	\$633,937	\$0	\$380,606	\$253,331							
R12-006	Penasco	Penasco ES Kindergarten Wing Roof			\$184,349	11/3/2011	\$184,349	\$0	\$184,349								
R12-010	Rio Rancho	Rio Rancho HS Fine Arts & Gym Buildings			\$918,349	11/3/2011	\$918,349	\$0	\$918,349								
R12-011	Rio Rancho	Puesta del Sol ES Administration & A, B, C Classroom Wings			\$946,900	11/3/2011	\$946,900	\$0	\$946,900								
R12-012	Roswell	Roswell HS 400 & 500 Wing Roofs			\$508,689	11/3/2011	\$508,689	\$0	\$508,689								
R12-013	Roswell	Nancy Lopez ES Roof			\$460,800	11/3/2011	\$460,800	\$0	\$460,800								
R12-014	West Las Vegas	Tony Serna Jr. ES Roof			\$253,002	11/3/2011	\$253,002	\$0	\$253,002								
R12-015	Animas	Animas HS - High School and Ag Shop - Main Building			\$183,000	5/1/2012		\$0		\$183,000							
R12-016	Gadsden	Gadsden HS - GHS Boys Gym, Girls Gyms and Old English Building - All Areas of Boys Gym, Girls Gyms and Old English Building			\$580,169	5/1/2012		\$0		\$580,169							
R12-017	Las Cruces	Fairacres ES - Main Building - Roof			\$327,209	5/1/2012		\$0		\$327,209							
R12-019	Los Alamos	Pinon ES - Pinon ES - 200 Wing			\$225,000	5/1/2012		\$0		\$225,000							

January 2, 2013

[illegible]

FY13 AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certified	Uncertified	2011_Q3	2011_Q4	2012_Q1	2012_Q2	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
P13-001	Albuquerque	Sandia HS	\$10,697,386	\$0	\$10,697,386	5/1/12; 11/01/12	\$10,697,386	\$0						\$10,697,386														
P13-002	Bernalillo	Santo Domingo ES/MS	\$665,796	\$5,992,167	\$6,657,963	5/1/12; 11/01/12	\$665,796	\$5,992,167					\$665,796							\$5,992,167								
P13-003	Capitan	Capitan ES/HS	\$500,000	\$1,358,570	\$1,858,570	11/1/2012		\$1,858,570						\$500,000			\$1,358,570											
P13-004	Central	Naschitti ES	\$474,165	\$4,267,484	\$4,741,649	5/1/12; 11/01/12	\$4,741,649	\$0					\$474,165				\$4,267,484											
P13-005	Espanola	Los Ninos Kindergarten	\$134,258	\$1,532,318	\$1,666,576	5/1/2012; 11/01/12	\$1,666,576	\$0					\$134,258				\$1,532,318											
P13-006	Farmington	Farmington HS	\$3,168,366	\$28,515,290	\$31,683,656	5/1/12; 11/01/12	\$3,168,366	\$28,515,290					\$3,168,366						\$28,515,290									
P13-007	Gadsden	Desert View ES	\$1,550,737	\$13,939,200	\$15,489,937	5/1/12; 11/01/12	\$15,489,937	\$0					\$1,550,737				\$13,939,200											
P13-011	Espanola	Espanola MS East / Carlos Vigil Middle School Site (Santa Fe Campus) (Advance also \$708,159 for Design)	\$0	\$822,898	\$822,898	11/6/09; 11/4/10; 05/01/12; 11/01/12	\$822,898	\$0					\$822,898															
P13-008	NMSD		\$1,416,318	\$6,300,000	\$7,716,318	5/1/2012	\$1,416,318	\$6,300,000					\$1,416,318							\$6,300,000								
P13-009	West Las Vegas	West Las Vegas MS	\$81,193	\$4,548,193	\$4,629,386	5/1/12; 11/01/12	\$4,629,386	\$0									\$4,548,193											
P13-010	Zuni	Dowa Yalanne/ A-Shiwi ES	\$2,541,941	\$22,877,468	\$25,419,409	5/1/12; 11/01/12	\$25,419,409	\$0					\$2,541,941				\$22,877,468											
P13-012	NMSBVI	NMSBVI Site Improvements (Advance for \$148,618 for Design)	\$297,236	\$1,486,180	\$1,783,416	11/1/2012	\$1,783,416	\$0						\$297,236			\$1,486,180											
P13-013	NMSBVI	NMSBVI Health Services & Jack Hall (Advance for \$41,876)	\$83,752	\$335,008	\$418,760	11/1/2012	\$418,760	\$0						\$83,752			\$335,008											
			\$21,611,148	\$91,974,776	\$113,585,924		\$72,778,467	\$40,807,457	\$0	\$0	\$0	\$0	\$11,355,672	\$11,078,374	\$0	\$0	\$50,344,421	\$0	\$28,515,290	\$12,292,167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
									\$0					\$22,434,046			\$91,151,878					\$0				\$0		

FY13 ROOF AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certified	Uncertified	2011_Q3	2011_Q4	2012_Q1	2012_Q2	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
R13-001	ABQ-State Charter	La Promesa Early Learning			\$97,416	5/1/12; 11/01/12	\$97,416	\$0					\$97,416															
R13-002	Albuquerque-Chart	Nuestros Valores Charter - Armijo Building			\$155,176	11/1/2012	\$155,176	\$0					\$155,176															
R13-003	Albuquerque-Chart	Nuestros Valores Charter - Administration Building (County)			\$50,625	11/1/2012	\$50,625	\$0					\$50,625															
R13-004	Belen	Gil Sanchez ES - Main Building - Roof			\$205,343	11/1/2012	\$205,343	\$0					\$205,343															
R13-005	Belen	Belen HS - Cafeteria - Roof			\$223,893	5/1/12; 11/01/12	\$223,893	\$0					\$223,893															
R13-006	Bernalillo	Bernalillo MS - Classrooms - Field, flashings,			\$21,262	5/1/12; 11/01/12	\$21,262	\$0					\$21,262															
R13-007	Bernalillo	Placitas ES - Classroom wing - Field, flashings,			\$51,595	5/1/12; 11/01/12	\$51,595	\$0					\$51,595															
R13-008	Central	Kirtland Central HS - Main Building - Southeast			\$121,140	5/1/12; 11/01/12	\$121,140	\$0					\$121,140															
R13-009	Central	Kirtland MS - Old Building - Band Room			\$98,233	5/1/12; 11/01/12	\$98,233	\$0					\$98,233															
R13-010	Espanola	Chimayo ES - Multi-purpose room - Entire			\$103,008	11/1/2012	\$103,008	\$0					\$103,008															
R13-011	Espanola	Dixon ES - Gym, Library, Kindergarten - Entire			\$141,722	11/1/2012	\$141,722	\$0					\$141,722															
R13-012	Espanola	Hernandez ES - Entire - Entire			\$462,238	11/1/2012	\$462,238	\$0					\$462,238															
R13-013	Espanola	Espanola Valley HS - 500 and 600 wings - Entire			\$348,434	5/1/12; 11/01/12	\$348,434	\$0					\$348,434															
R13-025	Estancia	Estancia Combine ES - Van Stone Elementary School - Entire roof			\$192,525	5/1/12; 11/01/12	\$192,525	\$0					\$192,525															
R13-014	Floyd	Floyd Combined School - Elementary/MS			\$256,184	5/1/12; 11/01/12	\$256,184	\$0					\$256,184															
R13-015	Gallup	Thoreau HS - Entire School Roof			\$1,913,388	5/1/12; 11/01/12	\$1,913,388	\$0					\$1,913,388															
R13-016	Grants	Los Alamos MS - Main building - Classrooms,			\$252,881	5/1/12; 11/01/12	\$252,881	\$0					\$252,881															
R13-017	Grants	Mesa View ES - Main building - Classrooms,			\$408,880	5/1/12; 11/01/12	\$408,880	\$0					\$408,880															
R13-018	Hatch	Rio Grande ES - Rio Grande Elementary School -			\$609,000	5/1/12; 11/01/12	\$609,000	\$0					\$609,000															
R13-019	Las Cruces	Zia MS - Zia MS - Roof			\$1,227,431	5/1/12; 11/01/12	\$1,227,431	\$0					\$1,227,431															
R13-020	Los Lunas	Valencia MS - Entire Facility			\$1,371,267	5/1/12; 11/01/12	\$1,371,267	\$0					\$1,371,267															
R13-021	Mesa Vista	Districtwide - Mesa Vista MS/HS & Ojo ES -			\$122,500	5/1/12; 11/01/12	\$122,500	\$0					\$122,500															
R13-022	NMSD	Albuquerque Preschool - Gym -			\$35,625	5/1/12; 11/01/12	\$35,625	\$0					\$35,625															
R13-023	Penasco	Penasco MS - Old Gym - Gym, SBHC and			\$45,323	11/1/2012	\$45,323	\$0					\$45,323															
R13-024	Penasco	Penasco ES - 5th & 6th Grade Classrooms			\$142,956	5/1/12; 11/01/12	\$142,956	\$0					\$142,956															
					\$8,658,045		\$8,658,045	\$0					\$8,658,045															
									\$0	\$0	\$0	\$0	\$8,658,045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
										\$0			\$8,658,045				\$0		\$0			\$0			\$0		\$0	

FY13 PRE-KINDERGARTEN AWARDS			Phase 1	Phase 2	Total	Certification Date(s)	Certified	Uncertified	2011_Q3	2011_Q4	2012_Q1	2012_Q2	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
K13-001	Farmington	CATE Center			\$601,580	/a - REVERSION BALANCES	\$601,580	\$0						\$601,580														
K13-002	Gadsden	Anthony ES			\$233,420	/a - REVERSION BALANCES	\$233,420	\$0						\$233,420														
K13-003	Hatch	Hatch ES			\$291,632	/a - REVERSION BALANCES	\$291,632	\$0						\$291,632														
K13-004	Rio Rancho	Shining Stars Pre-School			\$451,138	/a - REVERSION BALANCES	\$451,138	\$0						\$451,138														
K13-005	T or C	T or C Elementary			\$214,961	/a - REVERSION BALANCES	\$214,961	\$0						\$214,961														
K13-006	Zuni	A-Shiwí ES			\$309,728	/a - REVERSION BALANCES	\$309,728	\$0						\$309,728														
K13-007	Alamogordo	Yucca ES			\$149,867	/a - REVERSION BALANCES	\$149,867	\$0						\$149,867														
K13-008	Deming	Bell ES			\$7,694	/a - REVERSION BALANCES	\$7,694	\$0						\$7,694														
K13-009	Gallup	Church Rock ES			\$239,980	/a - REVERSION BALANCES	\$239,980	\$0						\$239,980														
\$2,500,000									\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
									\$0	\$0				\$2,500,000		\$0		\$0				\$0				\$0		

FY14 AWARDS SCENARIO				Phase 1	Phase 2	Total	Certification Date(s)	Certified	Uncertified	2011_Q3	2011_Q4	2012_Q1	2012_Q2	2012_Q3	2012_Q4	2013_Q1	2013_Q2	2013_Q3	2013_Q4	2014_Q1	2014_Q2	2014_Q3	2014_Q4	2015_Q1	2015_Q2	2015_Q3	2015_Q4	2016_Q1	2016_Q2
			SB Design	\$13,500,000		\$13,500,000			\$13,500,000									\$13,500,000											
			SB Construction		\$126,500,000				\$126,500,000																				
			SB Roofs			\$10,000,000			\$10,000,000									\$10,000,000											
						\$150,000,000		\$0	\$150,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,500,000	\$0	\$0	\$0	\$126,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
										\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,500,000	\$126,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



**From:** Robert Gorrell

**Sent:** Wednesday, December 19, 2012 11:03 AM

**To:** Robert Gorrell; 'harvielee.moore@demingps.org'

**Cc:** Jorge Au; Travis Coker; Pat McMurray; Tom Bush; 'ted.burr@demingps.org'; Tim Berry; Jeff Eaton; Casandra Cano; Abbey, David; Joe Guillen (jguillen@nmsba.org); Dennis, Dee, RLD

**Subject:** RE: Deming HS progress

Supt. Moore,

Thank you for setting up the teleconference this morning. We discussed the potential of the PSCOC reverting the current HS Award and inviting the district to re-apply in the 2013 cycle that begins in March. You believe that this would not be in the

I understand that along with your Board and other community leaders you will complete a timeline of expectations and ask folks to submit their written support to the PSCOC for their consideration at their January 10<sup>th</sup> meeting. This timeline will include completion of the FMP with the HS remaining at its present location, the month this year that the Board is expected to pass a bond resolution for the HS project, the expected month the election will take place, the expected design completion, the season the project is expected to start and the season expected to finish, and any other relevant information that will align expectations of the plan. You will get this information and material to me by the morning of January 8, 2013.

We will arrange a Skype connection to accommodate yourself, the Board President, Ted and other Deming folks to attend the PSCOC meeting, and your planner Marilyn Strube will physically present. I think the council want to hear that you and your team have overcome most of the obstacles that have hobbled the HS project and be made comfortable that your community leaders are committed to moving the project and current plan forward.

I and my staff are available to support you and yours in any way that we can.

With highest regards,

Bob G.

**From:** Robert Gorrell

**Sent:** Tuesday, December 18, 2012 8:29 AM

**To:** [harvielee.moore@demingps.org](mailto:harvielee.moore@demingps.org)

**Cc:** Jorge Au; Travis Coker; Pat McMurray; Tom Bush; [ted.burr@demingps.org](mailto:ted.burr@demingps.org); Tim Berry; Jeff Eaton; Casandra Cano

**Subject:** FW: Deming HS progress

Supt. Moore,

I would like to join the meeting Wednesday, December 19<sup>th</sup> at 9:30AM (your mail says Dec. 18<sup>th</sup>). Please provide to me the correct Skype address and also a phone number that I can call into just-in-case.

I will need to know if the Board has passed a bond election resolution, current time tables, etc.. There is a strong potential that the PSCOC at their January 10<sup>th</sup> meeting will revert your award and invite you to apply again in this year's cycle which will complete awards no later than August of 2013. Please plan to attend the January PSCOC meeting.

With highest regards,  
Bob G.

**From:** Jorge Au  
**Sent:** Monday, December 17, 2012 06:21 PM  
**To:** 'Harvielee Moore' <[harvielee.moore@demingps.org](mailto:harvielee.moore@demingps.org)>  
**Cc:** 'Ted Burr' <[ted.burr@demingps.org](mailto:ted.burr@demingps.org)>; Travis Coker  
**Subject:** RE: Deming HS progress

Dr. HarvieleeMoore,

I am in Albuquerque until Wednesday afternoon. Sorry for the late response, but I have been on the road most of the day. Friday may be a good day to try if it will work. I would like to bring Mr. Travis Coker with me our new Regional Manager to meet the great staff at DPS. Let me know. Christmas? Already!

**From:** Harvielee Moore [<mailto:harvielee.moore@demingps.org>]  
**Sent:** Monday, December 17, 2012 9:43 AM  
**To:** Jorge Au  
**Cc:** 'Ted Burr'  
**Subject:** RE: Deming HS progress  
**Importance:** High

We will have a Construction Committee meeting this week, Wednesday, December 18, 2012, at 9:30 a.m. Would that be a good time for you? If you are not in the Deming area, we could try skype? If this date does not work, please let me know when you can meet. This is such a busy time, Jorge; I just cannot believe it is almost Christmas!

I look forward to hearing from you,

Harvielee

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**From:** Jorge Au [<mailto:jau@nmpsfa.org>]  
**Sent:** Friday, December 14, 2012 10:30 AM  
**To:** Harvielee Moore  
**Cc:** Ted Burr; Travis Coker; Babil Powell  
**Subject:** Deming HS progress

Dr. Harvielee Moore,

I wanted to follow up on my last email requesting a meeting with you to discuss Deming HS and Deming Public School's intent with this project. It looks like your project is up for review in January at the PSCOC meeting and they were requesting information about Deming's direction and progress with this project. Please give me a call or email me so that we can meet and get information together for the PSCOC meeting. Thank you.



Deming Public Schools  
**FACILITIES MASTER PLAN 2013 – 2018**  
**3<sup>rd</sup> FMP Meeting**  
January 7th, 2013

# AGENDA

District Mission Statement

FMP Partnership

State Participation in Deming Capital Projects

District Capital Project Funding History & Sources

Completed District Capital Projects

Review District Background Information

Discuss District Issues, Concerns & Needs

High School Options

Survey Results

Deming Schools Priorities

Deming Schools Options

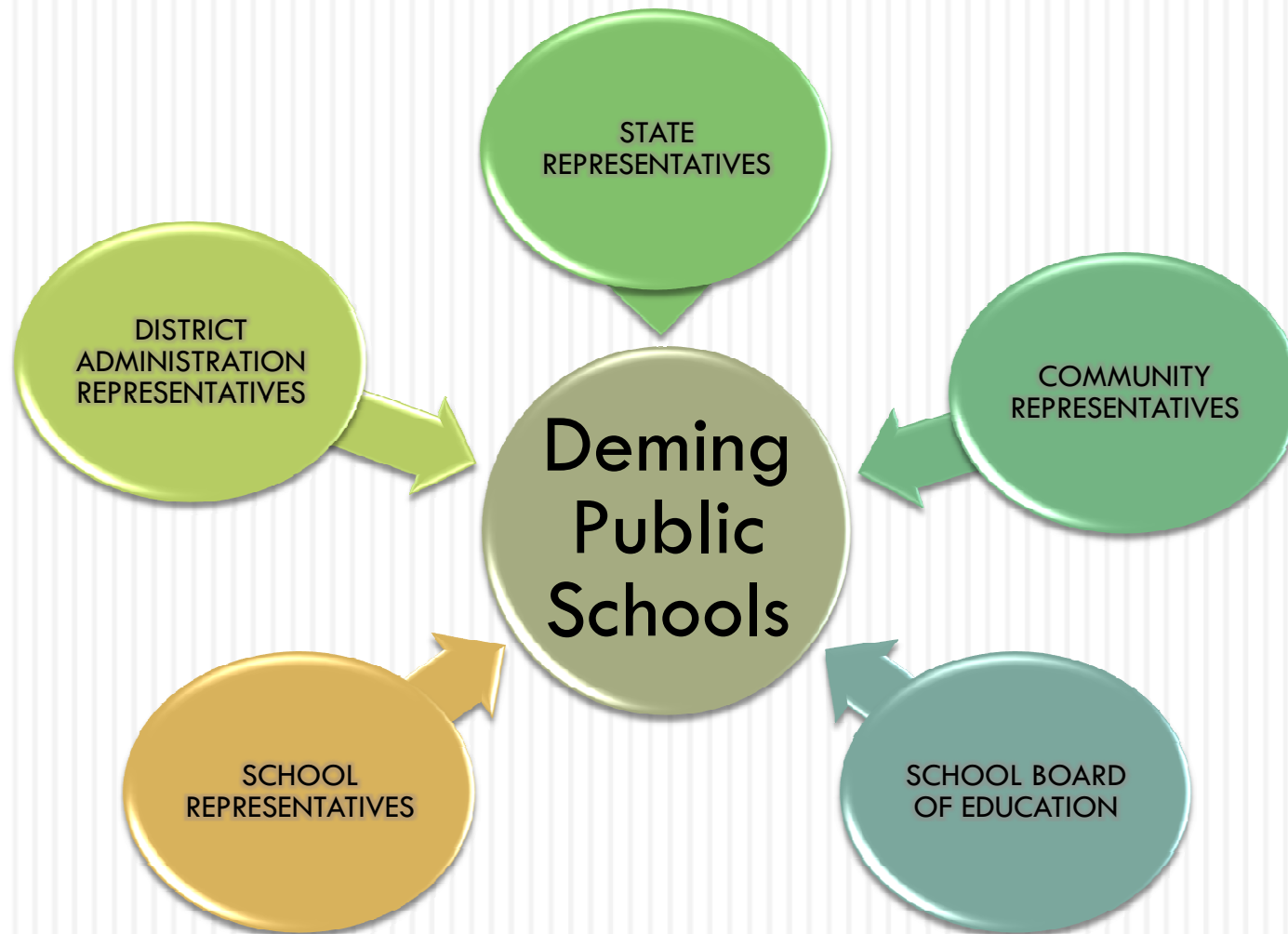
Deming Schools FMP Project Funding & Timeline

FMP Schedule

# DISTRICT MISSION STATEMENT

The Board of Education, staff, and community join forces to provide a high quality, comprehensive education for all Deming Public Schools students so that they will have the opportunity to prepare themselves to become productive, responsible, and culturally enriched citizens allowing them to meet the challenges of an ever-changing, global society.

# FMP PARTNERSHIP



# STATE PARTICIPATION IN EDUCATIONAL FACILITIES

## ❑ PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL (PSCOC)

### ▪ PUBLIC SCHOOL FACILITIES AUTHORITY (PSFA)

#### • FACILITY ASSESSMENT DATABASE

### **2012 PSCOC RANKING OF DEMING SCHOOLS**

Deming Intermediate School	3
Hofacket MS	190
Chaparral ES	303
Bell ES	320
Memorial ES	549
Bataan ES	569
Red Mountain MS	636
Columbus ES	681
Ruben S. Torres	682
Deming Cesar Chavez Charter	528
Deming HS	06-07-24

❑ STATE PARTICIPATION IN APPROVED PROJECTS: 73%

❑ DISTRICT PARTICIPATION IN APPROVED PROJECTS: 27%

# DISTRICT CAPITAL PROJECT FUNDING HISTORY

## Successful GOB Elections:

1991

1997

2003

2006

2007

## Unsuccessful GOB Elections:

2008



# DISTRICT CAPITAL PROJECT FUNDING SOURCES

Current GOB Capacity: \$20,089,260

A GOB election in 2013 for \$26,000,000 would NOT increase taxes.

# DISTRICT CAPITAL PROJECT FUNDING SOURCES

The Community has shown support of the District by approving all recent SB-9 elections.

SB-9 Funds are primarily used for maintenance / preventive maintenance and District equipment. These limited funds are necessary to meet the maintenance /preventive maintenance needs of the District and are not sufficient to meet the District's capital project needs.

The next SB-9 election will be held in February, 2013.

# COMPLETED DISTRICT CAPITAL PROJECTS: 2006 - 2012

	School Facility	Description	Year
1	Chaparral	Roof	2005
2	High School	Renovation	2006
3	Bataan ES	New facility	2006
4	Red Mountain Middle School	New facility	2007
5	Red Mountain Middle School	Kitchen Expansion	2008
6	Ruben S Torres	New facility	2008
7	Memorial	Renovation	2008
8	Columbus ES	New facility	2010
9	High School	Roof	2012
10	Deming Intermediate	Roof	2012

# COMPLETED DISTRICT SB-9 PROJECTS

Year	School Facility	Description
2012	Bataan ES	Fencing Project
2008	Bataan ES	Special Ed Playground Equipment
2008	Bataan ES	Fiber Optic Network Expansion
2008	Bell ES	Bus Drop Off Paving Project
2008	Bell ES	School Sign Project
2008	Bell ES	Fire Alarm Upgrade
2008	Bell ES	Staff & Parent Parking Lots
2011	Bell ES	playground upgrades & install 42 trees
2012	Bell ES	HVAC renovation
2012	Bell ES	Outdoor Classroom Canopies
2012	Bell ES	Landscaping
2010	Central Cafeteria	Cafeteria Fencing
2010	Chaparral ES	install 3 trees
2012	Chaparral ES	Digital Sign

# COMPLETED DISTRICT SB-9 PROJECTS:

Year	School Facility	Description
2010	Columbus ES	screen/projector in gym
2010	Columbus ES	install digital school sign
2010	Columbus ES	2 wireless scoreboards
2010	Columbus ES	Enclose Field
2010	Columbus ES	Install turf soccer field
2010	Columbus ES	Enclose vault with fence
2010	Columbus ES	ADA Ramp fence
2010	Columbus ES	Install Garden archway sign
2010	Columbus ES	Handicap access to field, ADA ramp
2012	Columbus ES	Mural
2008	Columbus ES	Classroom Addition & bus Drop
2008	Columbus ES	Fire Alarm Upgrade
2008	Columbus ES	Landscaping Project

# COMPLETED DISTRICT SB-9 PROJECTS:

Year	School Facility	Description
2010	Deming High School	Speed bumps in student parking lot
2012	Deming High School	Main campus Roof Repair/Replacement
2012	Deming High School	Hofacket Library Corridor Roof Replacement
2008	Deming High School	Entrance & Concession Remodel
2008	Deming High School	Field House Sidewalk
2008	Deming High School	Handicap access ramp
2008	Deming High School	Band room remodel
2008	Deming High School	Fire Alarm Upgrade
2008	Deming High School	Football Field Bleacher Addition
2008	Deming High School	Auditorium Stage Lighting Project
2011	Deming High School Construction Trades Building	garage and storage building
2010	Deming High School Gym	Ventilation in gym office
2010	Deming High School Main Building	Replaced 13 doors
2010	Deming High Soccer	Install 32 trees

# COMPLETED DISTRICT SB-9 PROJECTS:

Year	School Facility	Description
2010	Deming Intermediate School	Window Repair
2010	Deming Intermediate School	Replace doors
2012	Deming Intermediate School	Patio Upgrades
2012	Deming Intermediate School	Roof Repair
2008	Deming Middle School	Handicap Access Ramp
2008	Deming Middle School	Fire Alarm Upgrade
2008	Deming Middle School	Major Roof Repair
2010	District Wide	Building and Address Signs
2010	Hofacket	Expand sidewalk
2010	Hofacket	Score Board at soccer field
2010	Hofacket	Tree installation
2011	Hofacket	HVAC replacement
2011	Hofacket Gym	replace tile roof with metal
2008	Hofacket Mid High	Fire Alarm Upgrade
2008	Hofacket Mid High	New Staff Parking Lot
2008	Hofacket Mid High	Surveillance Camera Project
2008	Hofacket Mid High	Total Exterior Paint Project
2008	Hofacket Mid High	Storage Building

# COMPLETED DISTRICT SB-9 PROJECTS:

Year	School Facility	Description
2008	Martin	Fire Alarm Upgrade
2008	Martin	ADA Door Replacement
2010	Memorial ES	Outdoor Canopy
2010	Memorial ES	Student Classroom garden
2012	Memorial ES	Digital Sign
2012	My Little School	Classroom addition
2008	My Little School	Fire Alarm Upgrade
2008	My Little School	ADA Door Replacement
2008	My Little School	Sunshine Elementary School
2010	Red Mountain Middle School	Parent Drop of loop
2010	Red Mountain Middle School	New fenced sod field
2010	Red Mountain Middle School	Install design sign
2010	Red Mountain Middle School	Concrete pad & sidewalk
2010	Red Mountain Middle School	Install bleachers at field
2010	Red Mountain Middle School	Install 84 trees
2011	Red Mountain Middle School	Retention pond gravel
2008	Red Mountain Middle School	Track and Field Project
2008	Red Mountain Middle School	Camera Addition Project



# COMPLETED DISTRICT SB-9 PROJECTS:

Year	School Facility	Description
2008	Ruben S Torres	Landscape and Playground Equipment
2012	Ruben S. Torres	Individual Classroom Garden Plots & shed
2012	Ruben S. Torres	Safe Routes to School Grant
2008	Smith ES	Fire Alarm Upgrade
2010	Technology and Title I Parking Lots	More parking spaces
2010	Technology Warehouse	1500 SF addition
2010	Transportation Parking Lot -	Gravel installation
2010	Transportation Parking Lot - Florida Complex	Fenced parking
2010	Village of Columbus	Hwy. 11 turn lane

# DISTRICT DEMOGRAPHICS

## Population

	2000	2010	% Change
New Mexico	1,819,046	2,059,179	13.20%
Luna County	25,016	25,095	0.32%
Deming North CCD		4,098	Boundary Change
Deming South CCD		20,997	Boundary Change
City of Deming	14,116	14,855	5.24%

Luna County and City of Deming underperforming compared to state growth

## Median Age

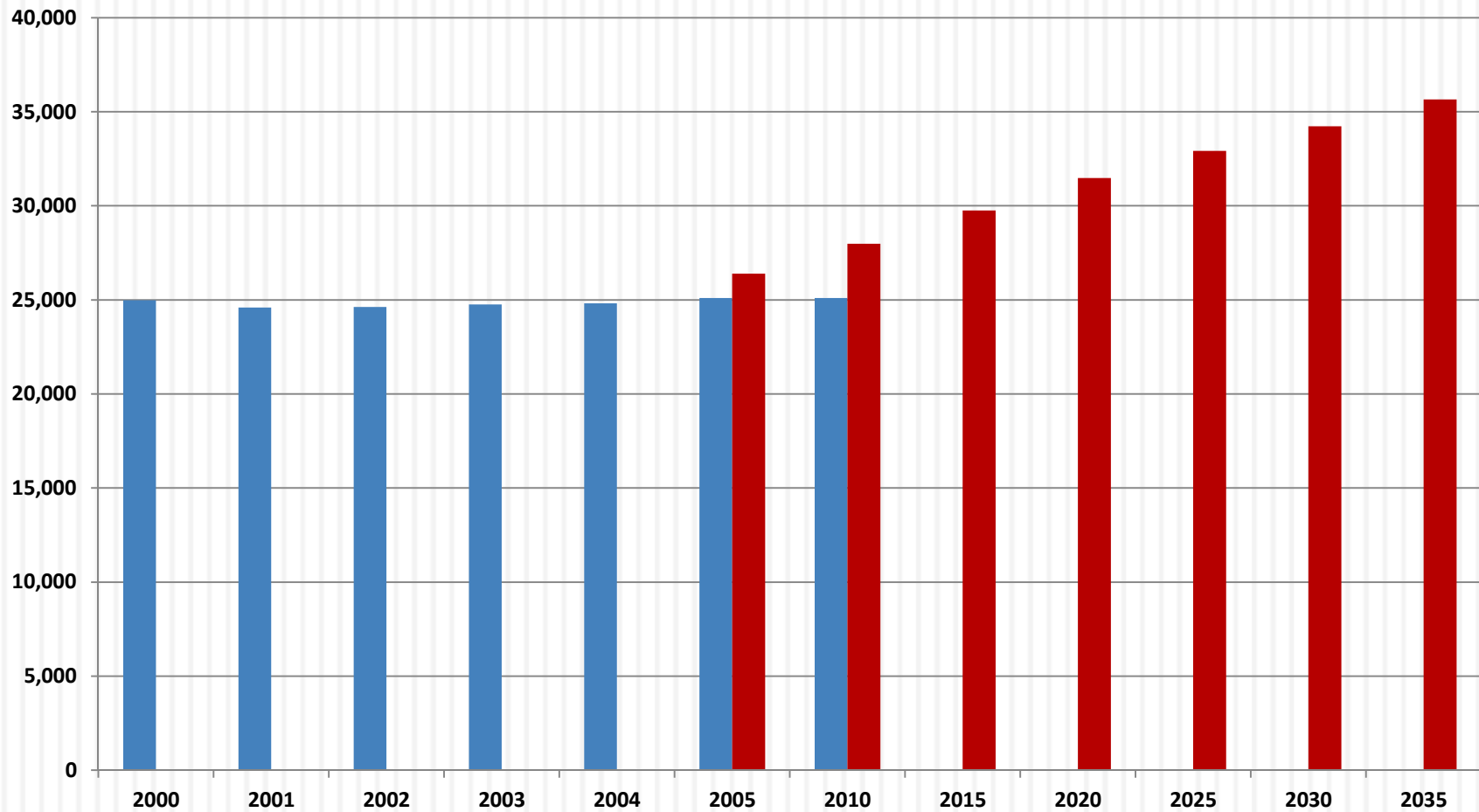
	2000	2010	Change by Years
New Mexico	34.6	36.7	2.1
Luna County	36.7	39.5	2.8
Deming North CCD		33.1	Boundary Change
Deming South CCD		40.8	Boundary Change
City of Deming	34.9	36	1.1

## DPSD Enrollment Compared to Luna County Population

	2000	2010
Luna County	25,016	25,095
DPSD Enrollment	5436	5417
% of DPSD Enrollment to County Population	21.7%	21.6%

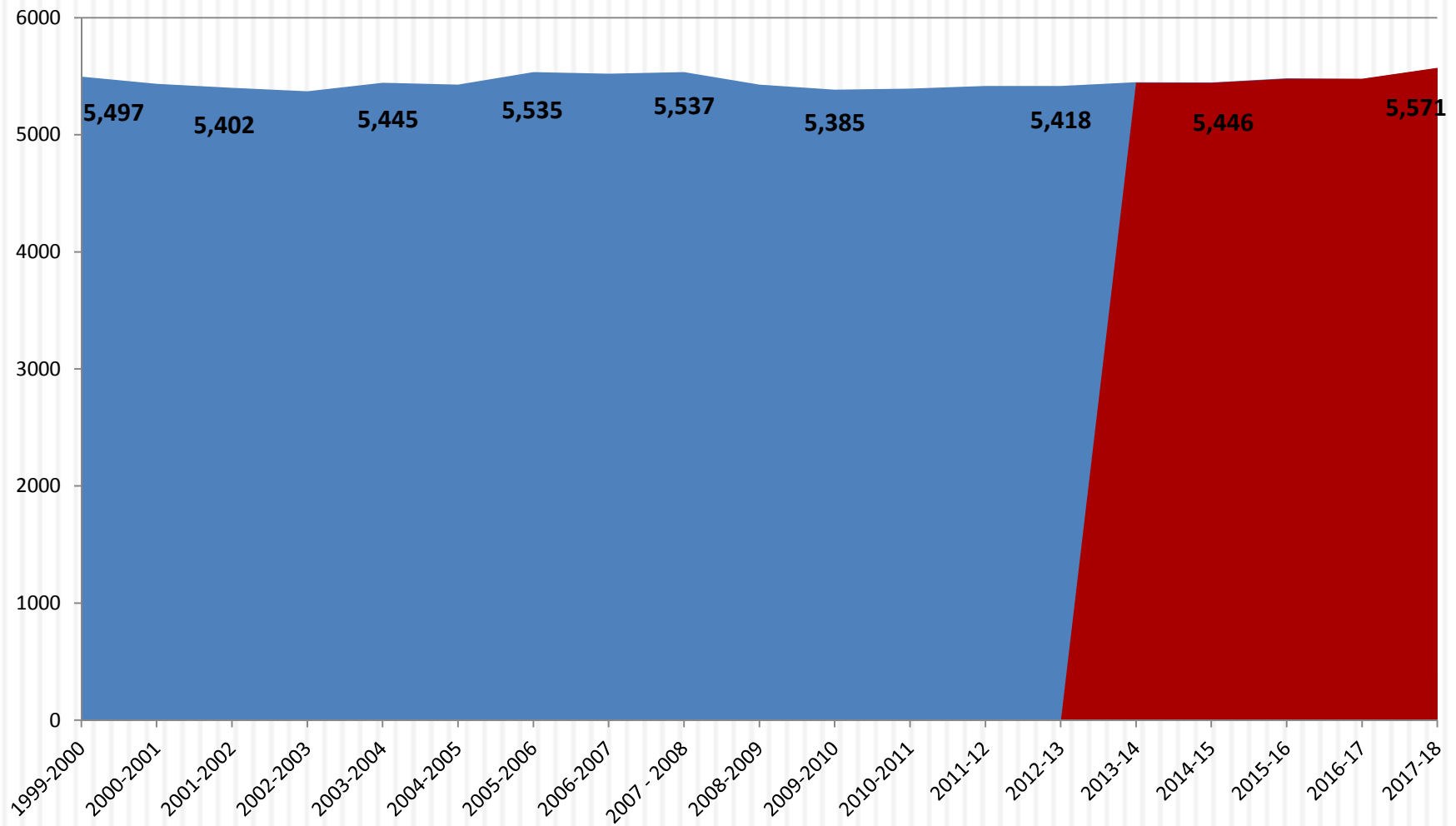
# DEMOGRAPHICS

**Historic and BBER Projected Population**



# DISTRICT ENROLLMENT HISTORY & PROJECTIONS

## Deming Public School District

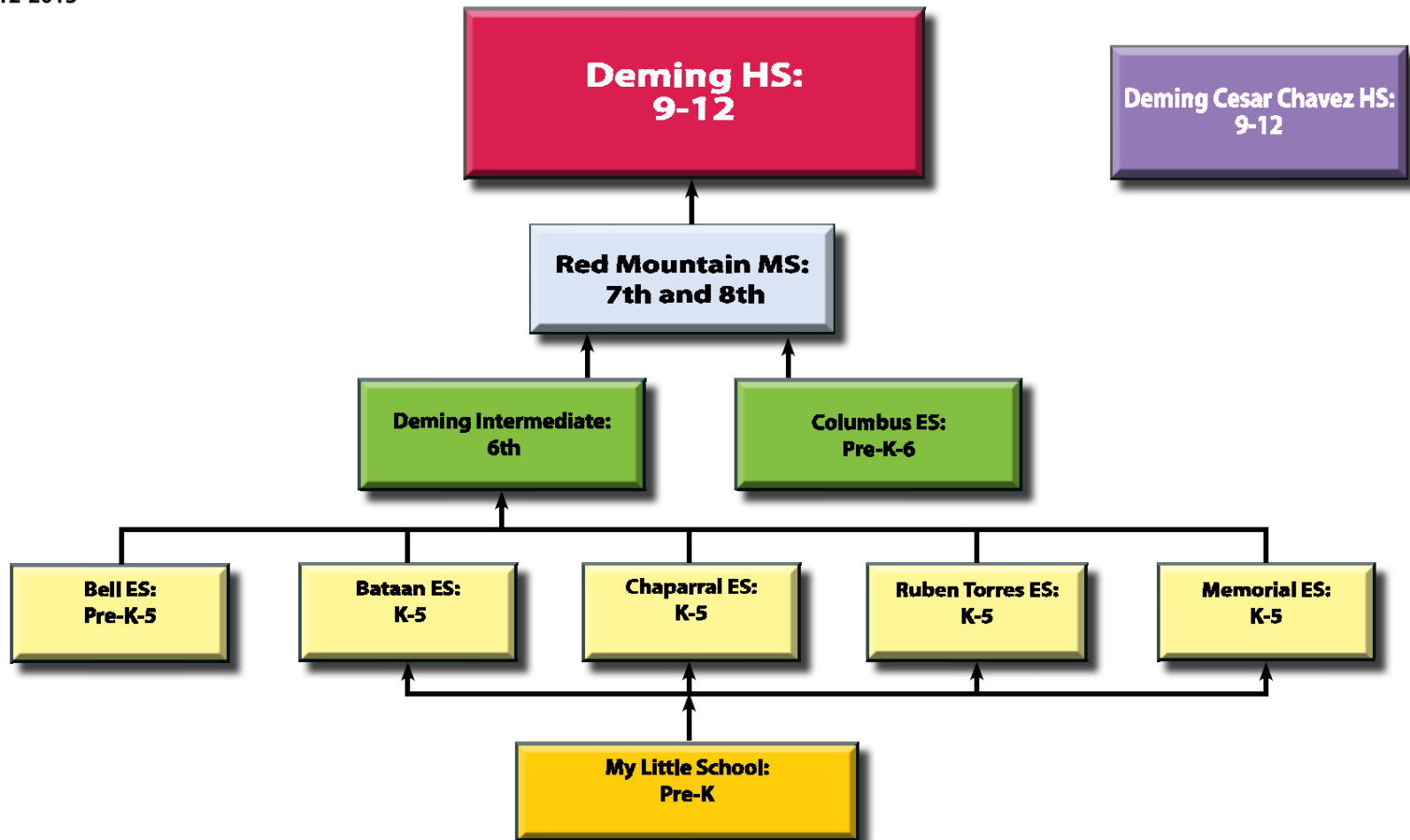


# DISTRICT SCHOOL INFORMATION

## Deming Public Schools

Current School Feeder Flow Profile

2012-2013



# DISTRICT SCHOOL INFORMATION

## PSFA SQUARE FOOTAGE & CAPACITY

School	Current Enrollment	PSFA Recommended SF/Student	PSFA Recommended Facility SF	Existing Facility SQ.FT (Permanent) to Meet State Adequacy Standards	Ratio of Existing SF to Recommended SF (Permanent Facilities Only)	PSFA Capacity based on Existing SF/Student	Existing Facility SQ.FT. (Permanent) above State Adequacy Standards*	Portable SQ.FT.	Facility SQ.FT (Including Portables and Permanent Facilities above Adequacy Standards)
My Little School	60	196	11,760	10,612	90%	53	0	0	10,612
Battan ES	499	130	64,920	65,927	102%	511	0	2,688	68,615
Bell ES	152	170	25,779	32,858	127%	207	0	3,584	36,442
Chaparral ES	449	135	60,660	48,347	80%	322	0	896	49,243
Columbus ES	607	125	75,875	75,322	99%	602	0	0	75,322
Memorial ES	357	149	53,050	37,557	71%	250	0	6,080	43,637
Ruben S. Torres ES	515	129	66,178	69,044	104%	552	0	0	69,044
Deming Intermediate	343	161	55,360	71,318	129%	475	0	0	71,318
Red Mountain MS	775	130	100,750	122,947	122%	946	0	0	122,947
Deming HS (includes Hofacket)	1,522	160	243,520	224,484	92%	1,403	38,284	8,064	270,832
Deming Cesar Chavez	138	235	32,430	21,885	67%	81	0	1,792	23,677
<b>DISTRICT TOTALS:</b>	<b>5,417</b>		<b>790,282</b>	<b>780,301</b>	<b>99%</b>	<b>5,402</b>	<b>38,284</b>	<b>23,104</b>	<b>841,689</b>

# DISTRICT ISSUES, CONCERNS & NEEDS

## DISTRICT WIDE:

Preventive / Regular Maintenance

Technology:

- Infrastructure for future

- Wireless connection everywhere in every school

- Storage of devices

- Power for devices

- Increase electrical capacity throughout District

- UPS in IT closets

- Cooling in IT closets

- Limited available Band Width

## DISTRICT WIDE: (continued)

Facilities that support Common Core Curriculum:

- Flexible classroom space, Infrastructure for future

- Team / Project Space & Storage

- Teacher Collaboration Space

- STEM

Security: Surveillance cameras, card key access

Expansion of Typically Developing Pre-K program for all 4 year olds

Outdoor Learning Spaces at each School

Shade structures at each school

ADA accessible play grounds at each school

Sustainable Design Features: Energy Use, Material Selection

District Construction Standards: refrigerated air



# DEPARTMENT NEEDS:

## Central Kitchen:

- Upgrade HVAC in kitchen and dining area

- Upgrade flooring in dining area

- Upgrade loading dock

- Increased freezer and cooler storage

Special Education Department: existing space does not meet needs of department, storage, meeting space

Instructional Space for Home Bound students

## Transportation:

- House in permanent facilities

- Bus maintenance shop

- Fuel Dispensing Station

- Canopy for District Fleet Vehicles

## Decommissioned Schools:

Old Columbus School:

4 classroom addition (Pre-K): Keep

Gymnasium:

Library:

12 Portables:

Original Building:

## Repurposed Schools:

Martin School:

Cesar Chaves Charter HS: 4 year lease

Smith School: Renovate

My Little School Program 1 year

Southwest Region Consortium: lease

District Support Staff

## ATHLETICS:

Adequacy of District Playgrounds

Amend soil at grass fields:

Chaparral ES

Memorial ES

Ruben S Torres ES

Columbus ES

High School:

Field house for Softball, Track, Cross Country,

Soccer & Visiting Football Teams

Replace 4 tennis courts

Lighting at High School Stadium

Update Sound System at HS Stadium

District Practice / Competition Fields

Baseball

Softball

Soccer

## **ATHLETICS:** (continued)

Red Mountain Middle School

Lighting at Red Mountain Stadium

Field House

Additional Bleachers / Press box

Concession Stand / Restrooms

## MY LITTLE SCHOOL:

- Renovate entry / reception for security

- Install a French drain in interior courtyard

## BATAAN ES:

- Evaluate / balance HVAC system

- Enlarge freezer and cooler storage and install system alarm alert software

- Install HVAC in IT closet

## BELL ES:

ADA Accessibility issues: south side parent loading zone

Provide serving kitchen with increased storage for food service equipment, cafeteria seating and stage

Replace VCT floors in the Multi-Purpose room, halls and some rooms

Redesign Bus Drop off / pick up for safety

Replace roof

Replace carpet with VCT

Upgrade Parking lot lighting

Restrooms and access to water for Pre-K

Replace some exterior doors

Replace windows

Remove Portables

Insulate exterior walls

## CHAPARRAL ES:

ADA access to the gym

ADA access cafeteria

Replace HVAC

Redesign Bus Drop off / pick up for safety

Provide warming kitchen

Insulate Building Envelope

Remove concrete ramp at serving line

Create Vestibules at exterior doors

Upgrade restrooms to ADA

Landscape both courtyards

Provide second egress for Instructional Leaders office

School is at Capacity

Expand front offices

## COLUMBUS ES:

Repair landscaping sprinkler system

HVAC in IT Closets

Wireless throughout school

UPS Power Protection

Install water system for outdoor learning space

Outdoor storage for hazardous materials

Over Capacity: need additional classrooms

Additional Spectator Seating at Gym

General Storage

Canopies for Play Equipment

Move 6<sup>th</sup> grade to Deming



## MEMORIAL ES:

Hall floor/wall connection needs work at ceramic tile baseboards

Toilet room floors need tile replaced

Provide UPS Power protection for IT

Provide Wireless Connection throughout school

Provide shade structure for outdoor playground equipment

## RUBEN S TORRES ES:

Provide additional freezer and cooler storage

UPS Power protection for IT

Wireless Connection throughout campus

Expand outdoor learning space

Install green house with natural gas and electricity

Install snake fencing entire perimeter of campus

## DEMING INTERMEDIATE SCHOOL:

Replace existing facility

Provide Music Room

ADA accessibility

Redesign bus drop off / pick up area

Upgrade HVAC

Upgrade asphalt area

Upgrade technology

Upgrade electrical

Basement leaks

Install outdoor learning space with tables and benches

Install additional parking

## RED MOUNTAIN MIDDLE SCHOOL:

Wireless Connection throughout school

P.E. equipment storage

General school storage

Re-coat running track surface

Field lighting for football field

Upgrade surveillance cameras

Ventilate IT Closets

# DEMING CESAR CHAVEZ CHARTER HIGH SCHOOL:

- Security system

- Exterior lighting

- Install Split system HVAC for server room

- Replace HVAC system except for offices

- Replace existing basketball courts; move closer to school

# DEMING HIGH SCHOOL:

## MAIN CAMPUS:

Phased Renovation / Replacement of Campus

Special Ed severe and profound classroom

Life skills area

STEM instructional space

Robotics Lab

Improve Campus Security

New science laboratories

Casework replacement

Renovate Kitchen

Increase internet band width

Ag Program Facilities

# DEMING HIGH SCHOOL:

## Hofacket Campus:

- Resurface north asphalt parking lot

- Needs larger freezer and cooler, kitchen equipment, dish washing machine

- New internet wiring

- Increase size of classrooms

- Refinish exterior stucco





















# DEMING SCHOOLS SURVEY:

## 1. Gender







		Response Percent	Response Count
Male		27.5%	65
Female		72.5%	171
answered question			236
skipped question			1

## 2. Your Age

		Response Percent	Response Count
Under 18		11.0%	26
18-29		10.2%	24
30-39		19.9%	47
40-49		30.5%	72
50-64		27.5%	65
65+		0.8%	2
answered question			236
skipped question			1






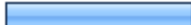
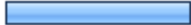
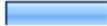
# DEMING SCHOOLS SURVEY:

## 3. Education

		Response Percent	Response Count
Current Student		12.8%	30
Not a High School Graduate		0.0%	0
High School Graduate		7.3%	17
Some College or Trade School		15.0%	35
College Graduate		26.5%	62
Advanced Degree		38.5%	90
answered question			234
skipped question			3

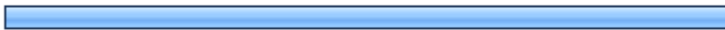


# DEMING SCHOOLS SURVEY:

## 4. DPS Parent or Guardian Status (select all that apply):





		Response Percent	Response Count
Do not have children in District		43.9%	100
Parent/Guardian of child under 5 years old		8.3%	19
Parent/Guardian of K-5 grader		16.7%	38
Parent/Guardian of 6th grader		6.6%	15
Parent/Guardian of 7th to 8th grader		13.2%	30
Parent/Guardian of 9th to 12th grader		19.7%	45
Parent/Guardian of former student or graduate		19.3%	44
Grandparent of student or graduate		10.5%	24
		answered question	228
		skipped question	9

# DEMING SCHOOLS SURVEY:

## 5. Are you an employee of Deming Public Schools (DPS)?



		Response Percent	Response Count
Yes		77.0%	181
No		22.1%	52
Retired employee of DPS		0.9%	2
answered question			235
skipped question			2

## 6. If you are an employee, what is your position?







		Response Percent	Response Count
Teacher		51.9%	94
Support Staff		29.3%	53
Administrator		6.1%	11
Other (please specify)		12.7%	23
answered question			181
skipped question			56

# DEMING SCHOOLS SURVEY:

## 7. Are you a Resident of Luna County?

		Response Percent	Response Count
Yes		91.4%	213
No		8.6%	20
answered question			233
skipped question			4




## 8. How many years have you lived in Luna County?

		Response Percent	Response Count
Less than 2		6.4%	14
2-5		5.0%	11
6-10		8.2%	18
11-15		13.2%	29
16-20		18.6%	41
More than 20		48.6%	107
answered question			220
skipped question			17






# DEMING SCHOOLS SURVEY:

## 9. In which city do you live?




		Response Percent	Response Count
Luna County		14.9%	32
Deming		82.8%	178
Columbus		2.3%	5
Other (please specify)			20
answered question			215
skipped question			22

## 10. How important is preventive / regular maintenance of DPS Buildings? (select one)

		Response Percent	Response Count
Very important		83.3%	190
Important		14.0%	32
Somewhat important		2.6%	6
Not important		0.0%	0
Other (please specify)			3
answered question			228
skipped question			9

# DEMING SCHOOLS SURVEY:

## 11. How important is it for DPS to provide technology for student success?

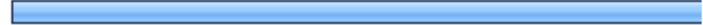


		Response Percent	Response Count
Very Important		75.9%	173
Important		19.7%	45
Somewhat Important		4.4%	10
Not Important		0.0%	0

Other (please specify) 4

answered question 228

skipped question 9

## 12. How important is it for DPS to provide up-to-date technology?

		Response Percent	Response Count
Very important		73.7%	168
Important		20.2%	46
Somewhat important		6.1%	14
Not important		0.0%	0





Other (please specify) 4

answered question 228

skipped question 9




# DEMING SCHOOLS SURVEY:

13. All New Mexico Schools are mandated to implement Common Core Curriculum by the year 2013-14 school year. How important is it for DPS to have building features that support Common Core Curriculum such as flexible classroom space, team / project space & storage, teacher collaboration space, and specially designed educational space for the Science Technology Engineering and Math (STEM) Program?

		Response Percent	Response Count
Very Important		68.0%	153
Important		25.3%	57
Somewhat Important		5.8%	13
Not Important		0.9%	2
	Other (please specify)		4
answered question			225
skipped question			12





# DEMING SCHOOLS SURVEY:

## 14. How important is District-wide security?



		Response Percent	Response Count
Very important		78.0%	177
Important		18.1%	41
Somewhat important		4.0%	9
Not important		0.0%	0
	Other (please specify)		3
answered question			227
skipped question			10

# DEMING SCHOOLS SURVEY:

## 15. Security at each District school should include which of the following (select all that apply):

		Response Percent	Response Count
Exterior surveillance cameras		82.7%	187
Interior surveillance cameras		66.8%	151
Card Key access: interior and exterior doors/gates		51.3%	116
Secure perimeter fencing where appropriate		73.0%	165
	Other (please specify)		13
answered question			226
skipped question			11

## 16. Should DPS expand the Pre-K (4-year old) program to all elementary schools?

		Response Percent	Response Count
Yes		66.7%	150
No		33.3%	75
answered question			225
skipped question			12

# DEMING SCHOOLS SURVEY:

## 17. How important are outdoor learning spaces (gardens) at each school in the District?





		Response Percent	Response Count
Very important		26.4%	60
Important		26.9%	61
Somewhat important		32.6%	74
Not important		14.1%	32
	Other (please specify)		5
answered question			227
skipped question			10

## 18. How important are playground shade structures at each District school?

		Response Percent	Response Count
Very important		53.1%	120
Important		27.0%	61
Somewhat important		15.9%	36
Not important		4.0%	9
	Other (please specify)		5
answered question			226
skipped question			11



# DEMING SCHOOLS SURVEY:

19. How important is it to incorporate sustainable design features, which include infrastructure for alternative energy use and material selection, throughout the District facilities?



		Response Percent	Response Count
Very important		41.9%	95
Important		35.7%	81
Somewhat important		16.3%	37
Not important		6.2%	14
	Other (please specify)		2
answered question			227
skipped question			10

# DEMING SCHOOLS SURVEY:

## 20. Should District facilities include infrastructure for future alternative energy sources (solar, wind, etc.)?

		Response Percent	Response Count
Yes		87.6%	190
No		12.4%	27
	Other (please specify)		13
answered question			217
skipped question			20





## 21. Should the District develop construction standards to standardize building systems and materials?

		Response Percent	Response Count
Yes		89.3%	191
No		10.7%	23
	Other (please specify)		13
answered question			214
skipped question			23







# DEMING SCHOOLS SURVEY:

## 22. How important are vocational education programs and facilities at Deming High School?

		Response Percent	Response Count
Very important		76.8%	156
Important		20.2%	41
Somewhat important		2.5%	5
Not important		0.5%	1
Other (please specify)			8
answered question			203
skipped question			34

## 23. How important is a field house for softball, track, cross country, soccer & visiting football teams?

		Response Percent	Response Count
Very important		31.0%	70
Important		27.0%	61
Somewhat important		29.2%	66
Not important		12.8%	29
Other (please specify)			5
answered question			226
skipped question			11

# DEMING SCHOOLS SURVEY:

## 24. Do these competitive sports and/or athletic fields meet DPS needs?

	Yes	No	Do Not Know	Response Count
Softball	52.9% (118)	19.3% (43)	27.8% (62)	223
Baseball	55.0% (122)	17.1% (38)	27.9% (62)	222
Soccer	49.1% (110)	25.0% (56)	25.9% (58)	224
Football	73.7% (165)	6.7% (15)	19.6% (44)	224
Tennis	47.5% (106)	22.4% (50)	30.0% (67)	223
Track	66.5% (147)	9.0% (20)	24.4% (54)	221
Cross Country	48.6% (108)	14.4% (32)	36.9% (82)	222
Marching Band	59.1% (130)	15.0% (33)	25.9% (57)	220
Swimming	14.2% (30)	53.1% (112)	32.7% (69)	211
Comments:				19
answered question				225
skipped question				12


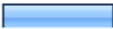
# DEMING SCHOOLS SURVEY:

## 25. Rate the physical condition of the District playgrounds:

	Excellent	Good	Fair	Poor	Do Not Know	Response Count
My Little School	9.9% (22)	27.5% (61)	13.1% (29)	4.5% (10)	<b>45.0% (100)</b>	222
Bataan ES	25.7% (57)	<b>34.2% (76)</b>	6.8% (15)	2.7% (6)	30.6% (68)	222
Bell ES	20.1% (44)	27.9% (61)	14.2% (31)	4.6% (10)	<b>33.3% (73)</b>	219
Chaparral ES	9.5% (21)	<b>32.6% (72)</b>	20.4% (45)	6.3% (14)	31.2% (69)	221
Columbus ES	24.1% (53)	21.8% (48)	5.0% (11)	2.3% (5)	<b>46.8% (103)</b>	220
Memorial ES	14.9% (33)	<b>36.0% (80)</b>	16.7% (37)	2.7% (6)	29.7% (66)	222
Ruben S. Torres ES	26.9% (60)	30.0% (67)	8.5% (19)	1.8% (4)	<b>32.7% (73)</b>	223
Deming Intermediate	3.2% (7)	12.6% (28)	23.9% (53)	29.3% (65)	<b>31.1% (69)</b>	222
Red Mountain MS	24.0% (53)	<b>33.0% (73)</b>	11.3% (25)	3.2% (7)	28.5% (63)	221
Deming HS	5.5% (12)	22.7% (50)	20.9% (46)	15.0% (33)	<b>35.9% (79)</b>	220
Deming Cesar Chavez	2.3% (5)	7.4% (16)	9.7% (21)	12.5% (27)	<b>68.1% (147)</b>	216
Comments:						13
answered question						226
skipped question						11

# DEMING SCHOOLS SURVEY:

26. Does the physical condition of a school affect the quality of student education?

		Response Percent	Response Count
Yes		88.4%	199
No		11.6%	26
Comment:			25
answered question			225
skipped question			12

# DEMING SCHOOLS SURVEY:

## 27. Rate the physical condition of each school building.

	Excellent	Good	Fair	Poor	Do Not Know	Response Count
My Little School	11.7% (25)	30.8% (66)	12.6% (27)	3.7% (8)	<b>41.1% (88)</b>	214
Bataan ES	<b>45.9% (102)</b>	32.0% (71)	5.0% (11)	0.5% (1)	16.7% (37)	222
Bell ES	10.4% (23)	<b>31.2% (69)</b>	21.7% (48)	13.8% (30)	23.1% (51)	221
Chaparral ES	11.4% (25)	<b>40.9% (90)</b>	22.7% (50)	4.5% (10)	20.5% (45)	220
Columbus ES	<b>37.8% (84)</b>	23.4% (52)	4.5% (10)	0.9% (2)	33.3% (74)	222
Memorial ES	19.9% (44)	<b>39.8% (88)</b>	15.4% (34)	2.3% (5)	22.6% (50)	221
Ruben S. Torres ES	<b>49.5% (110)</b>	27.5% (61)	2.3% (5)	0.5% (1)	20.3% (45)	222
Deming Intermediate	2.3% (5)	12.6% (28)	19.4% (43)	<b>50.5% (112)</b>	15.3% (34)	222
Red Mountain MS	<b>53.6% (119)</b>	29.7% (66)	1.8% (4)	0.9% (2)	14.0% (31)	222
Deming HS	3.6% (8)	19.4% (43)	28.4% (63)	<b>38.3% (85)</b>	10.4% (23)	222
Deming Cesar Chavez	4.1% (9)	10.1% (22)	18.4% (40)	15.2% (33)	<b>52.1% (113)</b>	217

Comments:

9

answered question

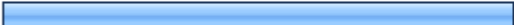

226

skipped question



11

# DEMING SCHOOLS SURVEY:

28. Would it better serve the students to keep the high school at the existing site and renovate / the existing buildings as necessary or build an entire new high school campus?



		Response Percent	Response Count
Renovate / replace existing buildings		54.4%	105
New high school campus		45.6%	88
	Comment		23
	answered question		193
	skipped question		44

29. Would you support the high school construction project by voting for a general obligation bond that will not increase local taxes?

		Response Percent	Response Count
Yes		79.2%	156
No		20.8%	41
	Comment		17
	answered question		197
	skipped question		40

# DEMING SCHOOLS SURVEY:

30. Would you support the District's capital projects by voting for a general obligation bond that will not increase local taxes?

		Response Percent	Response Count
Yes		85.8%	169
No		14.2%	28

Comment 13

answered question 197

skipped question 40

31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?

Response  
Count

111

answered question 111

skipped question 126

# DEMING SCHOOLS SURVEY:

32. Other comments:	
	Response Count
	34
answered question	34
skipped question	203



# DEMING SCHOOLS PRIORITIES:

General & Preventive Maintenance

Technology

Life-Health-Safety

## FACILITIES:

Central Kitchen

Smith

Administration Building

Maintenance Buildings on Florida

Support Facilities on Florida

Technology Building

## DEMING SCHOOLS PRIORITIES:

My Little School

Bataan ES

Bell ES

Chaparral ES

Columbus ES

Memorial ES

Deming Intermediate School

Red Mountain MS

Hofacket

Deming High School

Cesar Chavez Charter School

# DEMING SCHOOLS OPTIONS:

	OPTION #1: 1 Storey HS	OPTION #1A: 1 Storey HS	OPTION #2: 2 Storey HS	OPTION #2A: 2 Storey HS	OPTION #3: 2 Storey HS Demo Hofacket
<b>High School Renovation / Addition</b>					
HS State Participation (73%)	\$32,448,270	\$32,448,270	\$37,573,345	\$37,573,345	\$39,008,984
HS District Participation (27% + over adequacy sf)	\$16,424,696	\$16,424,696	\$18,320,272	\$18,320,272	\$18,851,262
<b>DEMING HIGH SCHOOL:</b>	<b>\$48,872,966</b>	<b>\$48,872,966</b>	<b>\$55,893,616</b>	<b>\$55,893,616</b>	<b>\$57,860,246</b>

	OPTION #1: Renovate DIS	OPTION #1: New DIS: New Site	OPTION #2: DIS @ Renovated Hofacket	OPTION #2: DIS @ Renovated Hofacket to Adequacy	Option #3 New Dis: New Site
<b>Deming Intermediate School</b>					
DIS State Participation (73%)	\$9,123,859	\$11,820,813	\$9,904,791	\$10,808,490	\$12,424,432
DIS District Participation (27%)	\$7,414,453	\$4,372,082	\$11,667,916	\$3,997,661	\$4,595,338
<b>DEMING INTERMEDIATE SCHOOL:</b>	<b>\$16,538,313</b>	<b>\$16,192,895</b>	<b>\$21,572,708</b>	<b>\$14,806,150</b>	<b>\$17,019,770</b>

Total State Participation HS & DIS	\$41,572,129	\$44,269,083	\$47,478,136	\$48,381,834	\$51,433,417
Total District Participation HS & DIS	\$23,839,149	\$20,796,778	\$29,988,188	\$22,317,932	\$23,446,600
<b>Total HS &amp; DIS Project:</b>	<b>\$65,411,279</b>	<b>\$65,065,861</b>	<b>\$77,466,324</b>	<b>\$70,699,766</b>	<b>\$74,880,016</b>

# DEMING SCHOOLS OPTIONS:

# DEMING SCHOOLS FMP PROJECT FUNDING AND TIMELINE:

## AVAILABLE FUNDING:

GOB 2013 Funds: \$20,089,260

PSCOC Funds:

SB-9 Funds:

## PRIORITIES:

General & Preventive Maintenance:

Technology:

Life-Health-Safety:

High School Project:

Deming Intermediate School Project:

# FMP SCHEDULE

## Facilities Master Plan Schedule:

1<sup>st</sup> FMP Committee Mtg.: August 28

2<sup>nd</sup> FMP Committee Mtg.: Sept 10 10am

1<sup>st</sup> Facilities Advisory Committee Mtg.: Oct 29 2pm

Student Forum: Oct 29 10:00 – 12pm

1<sup>st</sup> Community Forum:

Deming: Nov 7th 5:30-7:00pm

Columbus: Nov 8th 5:30-7:00pm

Deming FMP Mtg. w/State, County & City

Representatives: Nov 9 10am

End of Surveys: Nov 16

Deming FMP Telephone Conference w/ PSFA: Dec 19

# FMP SCHEDULE

## Facilities Master Plan Schedule:

High School Staff Mtg.: January 7

3<sup>rd</sup> FMP Committee Mtg.: January 7

School Board / 2-Mil Levi Election: Feb 5

School Board Work session: Feb 2013

2<sup>nd</sup> Facilities Advisory Committee Mtg.: Feb 2013

4<sup>th</sup> FMP Committee Mtg.: Feb 2013

2<sup>nd</sup> School Board Mtg.: Mar 2013

5<sup>th</sup> FMP Committee Mtg.: April 2013

3<sup>rd</sup> Facilities Advisory Committee Mtg.: April 2013

2<sup>nd</sup> Community Forum: April 2013



# Deming Public Schools **CAPITAL PROJECTS SCHEDULE**

January 8th, 2013



# DPS CAPITAL PROJECTS SCHEDULE

1 <sup>st</sup> FMP Committee Mtg.:	Aug. 28, 2012
2 <sup>nd</sup> FMP Committee Mtg.:	Sept. 10, 2012
1 <sup>st</sup> Facilities Advisory Committee Mtg.:	Oct. 29, 2012
Student Forum:	Oct. 29, 2012
1 <sup>st</sup> FMP Community Forum:	
Deming:	Nov. 7, 2012
Columbus:	Nov. 8, 2012
Deming FMP Mtg. w/State, County & City Representatives:	Nov. 9, 2012
End of FMP Survey:	Nov. 16, 2012
Deming FMP Telephone Conf. w/ PSFA:	Dec. 19, 2012


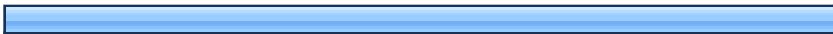
# DPS CAPITAL PROJECTS SCHEDULE

High School Staff Mtg.:	Jan. 7, 2013
3 <sup>rd</sup> FMP Committee Mtg.:	Jan. 7, 2013
School Board / 2-Mil Levi Election:	Feb. 5, 2013
School Board FMP Work Session:	Feb. 2013
2 <sup>nd</sup> Facilities Advisory Committee Mtg.:	Feb. 2013
4 <sup>th</sup> FMP Committee Mtg.:	Mar. 2013
2 <sup>nd</sup> School Board Mtg.:	Mar. 2013
5 <sup>th</sup> FMP Committee Mtg.:	Apr. 2013
3 <sup>rd</sup> Facilities Advisory Committee Mtg.:	Apr. 2013
2 <sup>nd</sup> Community Forum:	Apr. 2013
School Board Adoption of FMP:	Apr. 2013




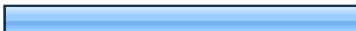


# DPS CAPITAL PROJECTS SCHEDULE

PSCOC Application Deming Intermediate School (DIS):	Apr. 2013
School Board Resolution to hold GOB:	May 2013
Selection of HS Design Professional:	Jun. 2013
HS Planning & Design:	Jul. 2013
GOB Election:	Nov 2013 or Feb. 2014
Selection of DIS Design Professional:	Dec. 2013
DIS Planning & Design:	Jan. 2014
HS Bid Process:	Jul. 2014
HS Construction:	Sept. 2014 – Aug. 2016
DIS Bid Process:	Jan. 2015
DIS Construction:	Feb. 2015 - Aug. 2016






## 1. Gender

		Response Percent	Response Count
Male		27.5%	65
Female		72.5%	171
		answered question	236
		skipped question	1









## 2. Your Age

		Response Percent	Response Count
Under 18		11.0%	26
18-29		10.2%	24
30-39		19.9%	47
<b>40-49</b>		<b>30.5%</b>	<b>72</b>
50-64		27.5%	65
65+		0.8%	2
answered question			<b>236</b>
skipped question			<b>1</b>




### 3. Education

		Response Percent	Response Count
Current Student		12.8%	30
Not a High School Graduate		0.0%	0
High School Graduate		7.3%	17
Some College or Trade School		15.0%	35
College Graduate		26.5%	62
<b>Advanced Degree</b>		<b>38.5%</b>	<b>90</b>
answered question			<b>234</b>
skipped question			<b>3</b>





#### 4. DPS Parent or Guardian Status (select all that apply):

		Response Percent	Response Count
Do not have children in District		43.9%	100
Parent/Guardian of child under 5 years old		8.3%	19
Parent/Guardian of K-5 grader		16.7%	38
Parent/Guardian of 6th grader		6.6%	15
Parent/Guardian of 7th to 8th grader		13.2%	30
Parent/Guardian of 9th to 12th grader		19.7%	45
Parent/Guardian of former student or graduate		19.3%	44
Grandparent of student or graduate		10.5%	24
		<b>answered question</b>	<b>228</b>
		<b>skipped question</b>	<b>9</b>

### 5. Are you an employee of Deming Public Schools (DPS)?

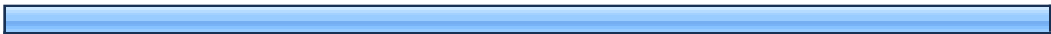

		Response Percent	Response Count
Yes		77.0%	181
No		22.1%	52
Retired employee of DPS		0.9%	2
answered question			235
skipped question			2

### 6. If you are an employee, what is your position?







		Response Percent	Response Count
Teacher		51.9%	94
Support Staff		29.3%	53
Administrator		6.1%	11
Other (please specify)		12.7%	23
answered question			181
skipped question			56






## 7. Are you a Resident of Luna County?

		Response Percent	Response Count
Yes		91.4%	213
No		8.6%	20
answered question			233
skipped question			4




## 8. How many years have you lived in Luna County?

		Response Percent	Response Count
Less than 2		6.4%	14
2-5		5.0%	11
6-10		8.2%	18
11-15		13.2%	29
16-20		18.6%	41
More than 20		48.6%	107
answered question			220
skipped question			17

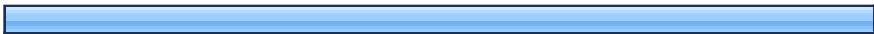


## 9. In which city do you live?

		Response Percent	Response Count
Luna County		14.9%	32
<b>Deming</b>		<b>82.8%</b>	<b>178</b>
Columbus		2.3%	5
Other (please specify)			20
		<b>answered question</b>	<b>215</b>
		<b>skipped question</b>	<b>22</b>

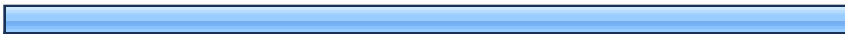


## 10. How important is preventive / regular maintenance of DPS Buildings? (select one)

		Response Percent	Response Count
Very important		83.3%	190
Important		14.0%	32
Somewhat important		2.6%	6
Not important		0.0%	0
Other (please specify)			3
		<b>answered question</b>	<b>228</b>
		<b>skipped question</b>	<b>9</b>

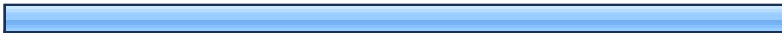



## 11. How important is it for DPS to provide technology for student success?

		Response Percent	Response Count
Very Important		75.9%	173
Important		19.7%	45
Somewhat Important		4.4%	10
Not Important		0.0%	0
		Other (please specify)	4
		<b>answered question</b>	<b>228</b>
		<b>skipped question</b>	<b>9</b>




## 12. How important is it for DPS to provide up-to-date technology?

		Response Percent	Response Count
Very important		73.7%	168
Important		20.2%	46
Somewhat important		6.1%	14
Not important		0.0%	0
Other (please specify)			4
answered question			228
skipped question			9





**13. All New Mexico Schools are mandated to implement Common Core Curriculum by the year 2013-14 school year. How important is it for DPS to have building features that support Common Core Curriculum such as flexible classroom space, team / project space & storage, teacher collaboration space, and specially designed educational space for the Science Technology Engineering and Math (STEM) Program?**

		Response Percent	Response Count
Very Important		68.0%	153
Important		25.3%	57
Somewhat Important		5.8%	13
Not Important		0.9%	2
Other (please specify)			4
		<b>answered question</b>	<b>225</b>
		<b>skipped question</b>	<b>12</b>



#### 14. How important is District-wide security?

		Response Percent	Response Count
Very important		78.0%	177
Important		18.1%	41
Somewhat important		4.0%	9
Not important		0.0%	0
		Other (please specify)	3
		<b>answered question</b>	<b>227</b>
		<b>skipped question</b>	<b>10</b>

**15. Security at each District school should include which of the following (select all that apply):**



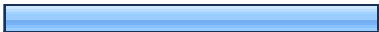
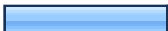
		Response Percent	Response Count
Exterior surveillance cameras		82.7%	187
Interior surveillance cameras		66.8%	151
Card Key access: interior and exterior doors/gates		51.3%	116
Secure perimeter fencing where appropriate		73.0%	165
	Other (please specify)		13
		<b>answered question</b>	<b>226</b>
		<b>skipped question</b>	<b>11</b>

**16. Should DPS expand the Pre-K (4-year old) program to all elementary schools?**



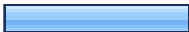

		Response Percent	Response Count
Yes		66.7%	150
No		33.3%	75
		<b>answered question</b>	<b>225</b>
		<b>skipped question</b>	<b>12</b>







## 17. How important are outdoor learning spaces (gardens) at each school in the District?

		Response Percent	Response Count
Very important		26.4%	60
Important		26.9%	61
<b>Somewhat important</b>		<b>32.6%</b>	<b>74</b>
Not important		14.1%	32
	Other (please specify)		5
answered question			227
skipped question			10



## 18. How important are playground shade structures at each District school?

		Response Percent	Response Count
Very important		53.1%	120
Important		27.0%	61
Somewhat important		15.9%	36
Not important		4.0%	9
Other (please specify)			5
		<b>answered question</b>	<b>226</b>
		<b>skipped question</b>	<b>11</b>


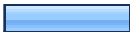
**19. How important is it to incorporate sustainable design features, which include infrastructure for alternative energy use and material selection, throughout the District facilities?**

		Response Percent	Response Count
Very important		41.9%	95
Important		35.7%	81
Somewhat important		16.3%	37
Not important		6.2%	14
Other (please specify)			2
		<b>answered question</b>	<b>227</b>
		<b>skipped question</b>	<b>10</b>





## 20. Should District facilities include infrastructure for future alternative energy sources (solar, wind, etc.)?

		Response Percent	Response Count
Yes		87.6%	190
No		12.4%	27
	Other (please specify)		13
answered question			217
skipped question			20



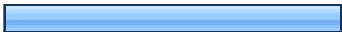
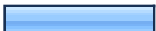
## 21. Should the District develop construction standards to standardize building systems and materials?

		Response Percent	Response Count
Yes		89.3%	191
No		10.7%	23
	Other (please specify)		13
answered question			214
skipped question			23

## 22. How important are vocational education programs and facilities at Deming High School?

		Response Percent	Response Count
Very important		76.8%	156
Important		20.2%	41
Somewhat important		2.5%	5
Not important		0.5%	1
	Other (please specify)		8
answered question			203
skipped question			34

### 23. How important is a field house for softball, track, cross country, soccer & visiting football teams?

		Response Percent	Response Count
Very important		31.0%	70
Important		27.0%	61
Somewhat important		29.2%	66
Not important		12.8%	29
Other (please specify)			5
		<b>answered question</b>	<b>226</b>
		<b>skipped question</b>	<b>11</b>

## 24. Do these competitive sports and/or athletic fields meet DPS needs?

	Yes	No	Do Not Know	Response Count
Softball	52.9% (118)	19.3% (43)	27.8% (62)	223
Baseball	55.0% (122)	17.1% (38)	27.9% (62)	222
Soccer	49.1% (110)	25.0% (56)	25.9% (58)	224
Football	73.7% (165)	6.7% (15)	19.6% (44)	224
Tennis	47.5% (106)	22.4% (50)	30.0% (67)	223
Track	66.5% (147)	9.0% (20)	24.4% (54)	221
Cross Country	48.6% (108)	14.4% (32)	36.9% (82)	222
Marching Band	59.1% (130)	15.0% (33)	25.9% (57)	220
Swimming	14.2% (30)	53.1% (112)	32.7% (69)	211

Comments: 19

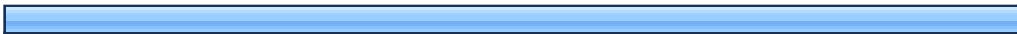

answered question	225
skipped question	12

## 25. Rate the physical condition of the District playgrounds:

	Excellent	Good	Fair	Poor	Do Not Know	Response Count
My Little School	9.9% (22)	27.5% (61)	13.1% (29)	4.5% (10)	<b>45.0% (100)</b>	222
Bataan ES	25.7% (57)	<b>34.2% (76)</b>	6.8% (15)	2.7% (6)	30.6% (68)	222
Bell ES	20.1% (44)	27.9% (61)	14.2% (31)	4.6% (10)	<b>33.3% (73)</b>	219
Chaparral ES	9.5% (21)	<b>32.6% (72)</b>	20.4% (45)	6.3% (14)	31.2% (69)	221
Columbus ES	24.1% (53)	21.8% (48)	5.0% (11)	2.3% (5)	<b>46.8% (103)</b>	220
Memorial ES	14.9% (33)	<b>36.0% (80)</b>	16.7% (37)	2.7% (6)	29.7% (66)	222
Ruben S. Torres ES	26.9% (60)	30.0% (67)	8.5% (19)	1.8% (4)	<b>32.7% (73)</b>	223
Deming Intermediate	3.2% (7)	12.6% (28)	23.9% (53)	29.3% (65)	<b>31.1% (69)</b>	222
Red Mountain MS	24.0% (53)	<b>33.0% (73)</b>	11.3% (25)	3.2% (7)	28.5% (63)	221
Deming HS	5.5% (12)	22.7% (50)	20.9% (46)	15.0% (33)	<b>35.9% (79)</b>	220
Deming Cesar Chavez	2.3% (5)	7.4% (16)	9.7% (21)	12.5% (27)	<b>68.1% (147)</b>	216
Comments:						13
answered question						226
skipped question						11



## 26. Does the physical condition of a school affect the quality of student education?

		Response Percent	Response Count
Yes		88.4%	199
No		11.6%	26
		Comment:	25
		answered question	225
		skipped question	12

## 27. Rate the physical condition of each school building.

	Excellent	Good	Fair	Poor	Do Not Know	Response Count
My Little School	11.7% (25)	30.8% (66)	12.6% (27)	3.7% (8)	<b>41.1% (88)</b>	214
Bataan ES	<b>45.9% (102)</b>	32.0% (71)	5.0% (11)	0.5% (1)	16.7% (37)	222
Bell ES	10.4% (23)	<b>31.2% (69)</b>	21.7% (48)	13.6% (30)	23.1% (51)	221
Chaparral ES	11.4% (25)	<b>40.9% (90)</b>	22.7% (50)	4.5% (10)	20.5% (45)	220
Columbus ES	<b>37.8% (84)</b>	23.4% (52)	4.5% (10)	0.9% (2)	33.3% (74)	222
Memorial ES	19.9% (44)	<b>39.8% (88)</b>	15.4% (34)	2.3% (5)	22.6% (50)	221
Ruben S. Torres ES	<b>49.5% (110)</b>	27.5% (61)	2.3% (5)	0.5% (1)	20.3% (45)	222
Deming Intermediate	2.3% (5)	12.6% (28)	19.4% (43)	<b>50.5% (112)</b>	15.3% (34)	222
Red Mountain MS	<b>53.6% (119)</b>	29.7% (66)	1.8% (4)	0.9% (2)	14.0% (31)	222
Deming HS	3.6% (8)	19.4% (43)	28.4% (63)	<b>38.3% (85)</b>	10.4% (23)	222
Deming Cesar Chavez	4.1% (9)	10.1% (22)	18.4% (40)	15.2% (33)	<b>52.1% (113)</b>	217

Comments:

9



**answered question**

**226**



**skipped question**

**11**



**28. Would it better serve the students to keep the high school at the existing site and renovate / the existing buildings as necessary or build an entire new high school campus?**

		Response Percent	Response Count
Renovate / replace existing buildings		54.4%	105
New high school campus		45.6%	88
	Comment		23
	answered question		193
	skipped question		44

**29. Would you support the high school construction project by voting for a general obligation bond that will not increase local taxes?**

		Response Percent	Response Count
Yes		79.2%	156
No		20.8%	41
	Comment		17
	answered question		197
	skipped question		40

**30. Would you support the District's capital projects by voting for a general obligation bond that will not increase local taxes?**

		Response Percent	Response Count
Yes		85.8%	169
No		14.2%	28
		Comment	13
		answered question	197
		skipped question	40

**31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

		Response Count
		111
answered question		111
skipped question		126

### 32. Other comments:

**Response  
Count**

34

**answered question**

**34**

**skipped question**

**203**



**Page 1, Q6. If you are an employee, what is your position?**

1	Social Worker	Nov 27, 2012 1:41 PM
2	Instructional Leader	Nov 27, 2012 12:59 PM
3	special education social work	Nov 27, 2012 12:55 PM
4	Associate Superinterdent of Human Resources	Nov 27, 2012 10:03 AM
5	Network Tech	Nov 26, 2012 3:18 PM
6	Computer EA	Nov 26, 2012 2:48 PM
7	coach	Nov 26, 2012 2:38 PM
8	Health Assistant	Nov 26, 2012 12:56 PM
9	School Nurse	Nov 26, 2012 12:38 PM
10	Finance Deptartment	Nov 26, 2012 12:16 PM
11	Elementary Prin.	Nov 26, 2012 11:41 AM
12	Administrator	Nov 26, 2012 11:34 AM
13	secretary	Nov 26, 2012 11:22 AM
14	cafateria	Nov 26, 2012 11:21 AM
15	Speech-Language Pathologist	Nov 26, 2012 11:19 AM
16	Bus Driver	Nov 26, 2012 10:41 AM
17	Migrant Secretary	Nov 26, 2012 10:16 AM
18	Substitute	Nov 24, 2012 9:57 AM
19	Counselor	Nov 15, 2012 12:32 PM

**Page 1, Q6. If you are an employee, what is your position?**

20	Ancillary Staff	Nov 15, 2012 10:48 AM
21	Truendy Prevention Specialies	Nov 14, 2012 2:51 PM
22	Instructional Leader	Nov 14, 2012 2:49 PM
23	Counselor	Nov 14, 2012 12:49 PM





**Page 1, Q9. In which city do you live?**

1	Grant County	Nov 27, 2012 9:48 PM
2	Las Cruces	Nov 27, 2012 12:59 PM
3	Tyrone	Nov 26, 2012 6:09 PM
4	Las Cruces	Nov 26, 2012 2:33 PM
5	Dona Ana	Nov 26, 2012 2:33 PM
6	Silver City	Nov 26, 2012 2:32 PM
7	Silver City, NM	Nov 26, 2012 1:49 PM
8	Las Cruces	Nov 26, 2012 1:10 PM
9	Las Cruces	Nov 26, 2012 12:50 PM
10	we live outside city limits	Nov 26, 2012 12:38 PM
11	Dona Ana/Las Cruces N.M.	Nov 26, 2012 12:20 PM
12	Silver City	Nov 26, 2012 12:01 PM
13	Hachita, NM (I lived in Deming for 1.5 yrs before moving)	Nov 26, 2012 10:59 AM
14	Las Cruces	Nov 26, 2012 10:39 AM
15	Las Cruces	Nov 26, 2012 10:24 AM
16	Las Cruces	Nov 26, 2012 10:15 AM
17	Grant Co.	Nov 15, 2012 10:48 AM
18	Las Cruces	Nov 14, 2012 5:31 PM
19	Silver City	Nov 14, 2012 10:27 AM

**Page 1, Q9. In which city do you live?**

20	Outside city limits.	Nov 6, 2012 9:18 AM
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**Page 2, Q10. How important is preventive / regular maintenance of DPS Buildings? (select one)**

1	Its for the safty of our students	Nov 14, 2012 3:00 PM
2	Student safety is a priority. I work in the oldest building in the district and I have fallen at least 3 times due to the sidewalk or pit falls on the grounds. One of my strudents broke a leg after stepping into a pit on the grounds.	Nov 14, 2012 12:58 PM
3	Beyond important!	Nov 6, 2012 10:11 AM

**Page 2, Q11. How important is it for DPS to provide technology for student success?**

1	It is imperative with the CCSS assessments in 3 years that EVERY student have access to technology as they will be required to test online in 2015.	Nov 26, 2012 11:52 AM
2	In the technology world we live in, our students need to be able to keep up with all the newest technology systems.	Nov 15, 2012 9:07 AM
3	Our students will be at a serious disadvantage over other students from other areas who have this advantage of up to date technology	Nov 15, 2012 8:34 AM
4	This is the way of the present for careers and work. You can't even get a job at a store if you can't use a calculator. The time is now to get students updated, fluent, and actively utilizing technology.	Nov 14, 2012 12:58 PM

**Page 2, Q12. How important is it for DPS to provide up-to-date technology?**

1	Our students need tablets or some kind of device from which they can access the Internet and Ebooks.	Nov 26, 2012 11:52 AM
2	This is very important if our studentns are going to be able to compete in a global society	Nov 15, 2012 8:34 AM
3	The world is a technology world and Deming Publice School are falling behind in Technolgy. Our student go off to coloege and stuggle because they don't get the education so they can compete with market	Nov 14, 2012 3:00 PM
4	How can out students compete if they are not able to work on the most current technology?	Nov 14, 2012 12:58 PM

**Page 2, Q13. All New Mexico Schools are mandated to implement Common Core Curriculum by the year 2013-14 school year. How important is it for DPS to have building features that support Common Core Curriculum such as flexible classroom space, team / project space & storage, teacher collaboration space, and spe...**

1	What is very important is the teacher/student ratio. A classroom teacher with over 30 students, plus discipline issues cannot do her job. This situation does not provide an atmosphere conducive to learning-no matter how experienced and qualified the teacher is. This is also a travesty for the students who come to school to learn and have good behavior.	Nov 26, 2012 5:57 PM
2	This is very important, but I feel that the District is completely disconnected with how to effectively train teachers to implement the CCSS and has no unified vision.	Nov 26, 2012 11:52 AM
3	I can barely move around my room. Even Chris Favorito said there was very little space to move, Even Chris!	Nov 26, 2012 11:24 AM
4	Without these features it will be hard to effectivly implement common core curriculum	Nov 15, 2012 8:34 AM

**Page 2, Q14. How important is District-wide security?**

1	Close the High School Campus	Nov 27, 2012 8:15 AM
2	We have already had a tragady at this school we don't need another one.	Nov 14, 2012 3:00 PM

**Page 2, Q14. How important is District-wide security?**

3 A must have.

Nov 6, 2012 10:11 AM



**Page 2, Q15. Security at each District school should include which of the following (select all that apply):**

1	should have sign in for anyone there enters building and thier buisness there stated.	Nov 27, 2012 8:02 AM
2	The codes should be called by their names and not by color!!!	Nov 26, 2012 5:57 PM
3	none	Nov 26, 2012 2:09 PM
4	whatever is most cost-affective	Nov 26, 2012 12:09 PM
5	The high school NEEDS a closed campus.	Nov 26, 2012 11:52 AM
6	There should be a camera in every classroom	Nov 26, 2012 10:28 AM
7	Increased security personnel	Nov 26, 2012 10:24 AM
8	closed campuses at high school	Nov 26, 2012 10:20 AM
9	Closed campus at the high school	Nov 25, 2012 2:07 PM
10	Staff ID Badges for all buildings/employees	Nov 16, 2012 7:52 AM
11	Closed Campus	Nov 15, 2012 6:24 PM
12	computer and phone security	Nov 14, 2012 12:58 PM
13	Staff on duty inside hallways of buildings as well as outside. Students roaming halls without supervision is asking for trouble.	Nov 13, 2012 6:58 AM

**Page 2, Q17. How important are outdoor learning spaces (gardens) at each school in the District?**

1	I do not have enough information on the significance of having "gardens" to make an informed decision.	Nov 26, 2012 11:31 AM
2	Hardly used- money could be used better else where	Nov 26, 2012 10:30 AM
3	all students learn diferently	Nov 15, 2012 8:34 AM
4	They education to come up in Math and Language Art.	Nov 14, 2012 3:00 PM
5	For 4-H	Nov 6, 2012 10:11 AM

**Page 2, Q18. How important are playground shade structures at each District school?**

1	no recesses no need for shades right?	Nov 26, 2012 11:24 AM
2	They also need water/fountains and shade.	Nov 26, 2012 10:22 AM
3	Here in the sun belt we have the highest rate of skin cancer it is important our students have shade to protect them	Nov 15, 2012 8:34 AM
4	At this grade level I don't think it is needed.	Nov 14, 2012 3:00 PM
5	Good exercise areas with activities that keep student involved is better than just hanging out.	Nov 14, 2012 12:58 PM

**Page 2, Q19. How important is it to incorporate sustainable design features, which include infrastructure for alternative energy use and material selection, throughout the District facilities?**

1	Every school should be recycling. There is a lot of wasted paper, plastic bottles, and milk cartons that could be recycled.	Nov 26, 2012 5:57 PM
2	As we can afford it.	Nov 26, 2012 10:22 AM





**Page 2, Q20. Should District facilities include infrastructure for future alternative energy sources (solar, wind, etc.)?**

1	A huge windmill will pay for itself easy	Nov 26, 2012 11:46 AM
2	Possibly newer facilities, I wouldn't agree to spend money on older buildings to have such upgrades.	Nov 26, 2012 11:31 AM
3	Depends on the upstart cost and effectiveness for future	Nov 26, 2012 11:24 AM
4	I need more information	Nov 26, 2012 11:21 AM
5	If it is cost effective, yes it should be included.	Nov 26, 2012 11:04 AM
6	as econimcally feasible-not at a sacrifice to programs	Nov 26, 2012 10:48 AM
7	long term expense not worth it.	Nov 26, 2012 10:30 AM
8	As we can afford it.	Nov 26, 2012 10:22 AM
9	IF it can be done in a cost effective way, yes	Nov 16, 2012 7:52 AM
10	This could also became a class it is impotant for student to learn how save the earth.	Nov 14, 2012 3:00 PM
11	But at slow steady pace. This is something that could be implemented over a number of years.	Nov 13, 2012 8:12 AM
12	Maybe depending on what the alternative would be.	Nov 13, 2012 6:58 AM
13	If reasonable and affordable--and only if, once in place, they can be maintained at minimal to reasonable expense	Nov 11, 2012 7:03 PM



**Page 2, Q21. Should the District develop construction standards to standardize building systems and materials?**

1	don't know	Nov 27, 2012 1:51 PM
2	not sure	Nov 26, 2012 1:05 PM
3	there are state construction standards in place already	Nov 26, 2012 10:44 AM
4	using higher quality materials than what were used in the construction of the newer schools	Nov 26, 2012 10:31 AM
5	if everything is the same fewer parts less spent on specialty parts and equipment	Nov 26, 2012 10:30 AM
6	Not sure.	Nov 26, 2012 10:22 AM
7	IF it would save money in the long run and be good quality	Nov 16, 2012 7:52 AM
8	Buildings should meet the needs of the student which may vary.	Nov 15, 2012 6:24 PM
9	This should be left up to the experts in this field.	Nov 14, 2012 3:02 PM
10	Vague	Nov 14, 2012 12:56 PM
11	Not necessarily	Nov 13, 2012 6:58 AM
12	Aug. Gyms	Nov 6, 2012 10:11 AM
13	Aux. Gyms / Wrestling Room	Nov 6, 2012 10:05 AM

**Page 2, Q22. How important are vocational education programs and facilities at Deming High School?**

1	in a rural commuinty this is very important	Nov 27, 2012 8:02 AM
2	Not all students should "have to" attend college, if their interests are elsewhere.	Nov 26, 2012 1:17 PM
3	A number of students are lost each year because of limited access to courses that will provide them with a way to make a living out of high school.	Nov 26, 2012 10:34 AM
4	DPS does not focus enough on the students not attending college	Nov 16, 2012 1:56 PM
5	College is not for every student, we need vocational education to help provide future jobs that are very much in need.	Nov 15, 2012 9:07 AM
6	Not all students go on to college but all students need job skills	Nov 15, 2012 8:34 AM
7	If we had vocaional eduction program that would prepar our student if they decide not to go to college.	Nov 14, 2012 3:00 PM
8	Not all students are college bound. We need programs that will prepare them for jobs to support themselves and families.	Nov 13, 2012 6:58 AM

**Page 2, Q23. How important is a field house for softball, track, cross country, soccer & visiting football teams?**

1	All teams and sports are equally important, not just football.	Nov 26, 2012 2:53 PM
2	A field house for visitng teams is very important because the locker rooms at Deming Intermediate are very poor quality and run down. But if a new field house is built, it should be used for the Visitng Team AND other varsity level sports at DHS like track, cross country, softball etc... they could share.	Nov 15, 2012 9:20 AM
3	This is very necessary, These sports keep the kids more interested in school and these facillities are needed.	Nov 15, 2012 9:07 AM
4	Especially for visiting teams. If one was built, then the track team and other could use the "visiting" fieldhouse when not in use.	Nov 13, 2012 8:12 AM
5	Equipment, locker rooms	Nov 6, 2012 10:14 AM



**Page 2, Q24. Do these competitive sports and/or athletic fields meet DPS needs?**

1	I can't answer these questions due to now having any student participation in these activities, but what happened to cheer activities?	Nov 29, 2012 3:06 PM
2	Cheer leading??????	Nov 27, 2012 8:54 PM
3	Many of our school fields are in need of major improvements.	Nov 26, 2012 2:04 PM
4	We don't have a swim team during the school year.	Nov 26, 2012 11:52 AM
5	We have lots of kids who would benefit from a pool/team	Nov 26, 2012 11:24 AM
6	Where is dance and cheer. They also are competitive sports.	Nov 26, 2012 11:10 AM
7	I feel all non-coursework athletics, including football, should be done through boosters and at the same level of support as non-sports activities	Nov 26, 2012 10:31 AM
8	We need our own facilities and not rely on the city/county.	Nov 25, 2012 2:07 PM
9	yes, students need these opportunities!	Nov 16, 2012 6:07 PM
10	What about fine arts like choir, orchestra, art	Nov 16, 2012 7:52 AM
11	Are you asking if the sport is important or that the fields meet the needs of the sport?	Nov 15, 2012 6:24 PM
12	Swimming is not offered at DPS for students. It should be!	Nov 15, 2012 9:20 AM
13	without sports, we would have many more drop outs.	Nov 15, 2012 9:07 AM
14	If we are making use of the city pool the swimming facility meets the needs of our community.	Nov 14, 2012 3:02 PM
15	The soccer field is in terrible shape and students are continually getting injured because the field is in such poor condition.	Nov 14, 2012 12:56 PM
16	What are the needs of DPS? Question was vague	Nov 14, 2012 12:56 PM
17	I think swimming would be a great asset to DPS. At this time, we offer no competitive swimming.	Nov 13, 2012 8:12 AM
18	School should be about education not sports.	Nov 13, 2012 6:58 AM

**Page 2, Q24. Do these competitive sports and/or athletic fields meet DPS needs?**

19 We need a swim team and pool.

Nov 6, 2012 10:14 AM





**Page 2, Q25. Rate the physical condition of the District playgrounds:**

1	The k-2 playground netting is coming up and is dangerous to staff and students so it needs to be repaired.	Nov 29, 2012 3:06 PM
2	Do the High School and Deming Cesar Chavez have playgrounds?	Nov 26, 2012 5:57 PM
3	The playground is not level at all needs to be redone.	Nov 26, 2012 2:25 PM
4	Though maintenance does what it can, the fields are in need of a remake.	Nov 26, 2012 2:04 PM
5	RST needs a serious makeover on the playground/grass area	Nov 26, 2012 11:46 AM
6	Again, no recesses do we need playgrounds? I think so my students need recess they are burned out by end of day.	Nov 26, 2012 11:24 AM
7	The grounds need to be grated & maintained there are tons of holes which are dangerous for the kids. Every school needs a shade cover due to the hot conditions	Nov 18, 2012 10:18 AM
8	DMS 1st floor girls bathroom is a health hazard, no way to wash hands effectively	Nov 16, 2012 7:52 AM
9	All DPS scholls have had upgrades and other projects except at Deming Intermediate school. The school grounds have been upgraded with new foliage. However, since there is no cafeteria on site, the students have to use the Central Cafeteria playground. It is unsafe. The concrete/sidewalks are old, cracking, falling apart... There are holes in the fencing. Its like a thrid world country over there.	Nov 15, 2012 9:20 AM
10	Deming Intermediate is very old and in need of a major facelift.	Nov 15, 2012 9:07 AM
11	Deming Intermediate needs more shade.	Nov 14, 2012 3:02 PM
12	Students should be kept off the soccer fields during lunch time at DHS or there needs to be another field built just for soccer.	Nov 14, 2012 12:56 PM
13	High School lacks a lot, a well as intermediate.	Nov 6, 2012 10:14 AM



**Page 2, Q26. Does the physical condition of a school affect the quality of student education?**

1	possibly	Nov 27, 2012 12:59 PM
2	Having a new school would not improve student scores!	Nov 27, 2012 8:15 AM
3	To a certain extent it may, but I teach in Columbus and when we were at the old school my students received a better education than what they are receiving now. Curriculum and other issues affect a student's education more than the condition of the school.	Nov 26, 2012 5:57 PM
4	If the physical conditions dont meet the academic requirements, such as technology facilities, students don't get those needs meet. However, the facility should not affect the quality as far as teacher abilities is concerned.	Nov 26, 2012 2:53 PM
5	This is extremely important	Nov 26, 2012 2:36 PM
6	In the area of technology, students of DPS are lacking.	Nov 26, 2012 2:04 PM
7	Students do better at RMS, especially after coming from DiMS	Nov 26, 2012 1:51 PM
8	The high school needs to update facilities to meet the technology needs of all students.	Nov 26, 2012 11:52 AM
9	Some exceptions may be applicable, i.e. - mold or water leak -- but overall no.	Nov 26, 2012 11:31 AM
10	Yes, if it looks like it is falling apart is that encouraging to a child?	Nov 26, 2012 11:24 AM
11	Not entirely, but it does.	Nov 26, 2012 11:24 AM
12	It sets the tone	Nov 26, 2012 10:48 AM
13	Without the technology some of the buildings are missing, students are missing out on learning opportunities.	Nov 26, 2012 10:29 AM
14	Physical condition only affects education when it the building cannot provide adequate heat, air conditioning or lighting.	Nov 20, 2012 8:29 AM
15	absolutely!	Nov 16, 2012 6:07 PM
16	Under extreme circumstances.	Nov 15, 2012 11:48 AM
17	Student need to be proud of how their school looks inside & outside.	Nov 15, 2012 11:04 AM
18	Yes. Absolutely. And the physical condition of Deming Intermediate has been in BAD shape for years and has been	Nov 15, 2012 9:20 AM

**Page 2, Q26. Does the physical condition of a school affect the quality of student education?**

	ignored by the district. When I went there, it looked exactly the same!	
19	If it limits, interferes, is outdated and/or unhealthy.....	Nov 14, 2012 4:50 PM
20	HOT OR COLD CLASSROOMS/TECHNOLOGY	Nov 14, 2012 8:50 AM
21	Absolutely. Think about all our elementary students... They come from NEW or REMODELED schools into an old antiquated building that is denied attention from the district. I think that is a disservice to them.	Nov 13, 2012 8:12 AM
22	It depends on if it affects the safety of the student. If it is just to make the school look better no.	Nov 13, 2012 6:58 AM
23	Yes--IF the facility is unhealthy, old and serves as a barrier to educational opportunities for our students and provides inequitable access to the tools and resources that other schools in the District have and provides for theirs. (An example-Technology for teaching and learning available in our new and newly/recently renovated Elementaries and Red Mountain Middle School vs. the technology for teaching and learning available to our 6th grade and high school students and teachers)	Nov 11, 2012 7:03 PM
24	Students seem to perform better in an environment that they are proud of	Nov 9, 2012 1:33 PM
25	Definitely	Nov 6, 2012 10:14 AM



**Page 2, Q27. Rate the physical condition of each school building.**

1	For MLS especially the Smith Campus site. For Columbus we are outgrowing the facility already.	Nov 28, 2012 7:07 AM
2	Technology is needed!	Nov 26, 2012 2:04 PM
3	The classrooms at Hofacket are small, and it is difficult to move around the classroom when you have 30+ students.	Nov 26, 2012 11:04 AM
4	Split campus makes it difficult to rate My Little School	Nov 15, 2012 6:24 PM
5	All schools --- including DHS--- have either been remodeled or are new. EXCEPT DEMING INTERMEDIATE which is the OLDEST and needs the most attention.	Nov 15, 2012 9:20 AM
6	Deming Intermediate is not up to code in many areas. The side walks and walk through are not handicap accessible. Many bathrooms are not for handicaps. The ceilings are falling apart, It leaks everytime it rains.	Nov 15, 2012 9:07 AM
7	Cesar Chavez (Martin) was vacated in order for RST to be built--Do not feel that it would be in the best interest of the district to pursue renovation/improvements to that campus due to the fact that the public (aka voters) might question prior decisions, motive, etc.	Nov 14, 2012 4:50 PM
8	Intermediate and High School need attention NOW. Especially Intermediate. The High School has had some work done to it; but Intermediate has not! The front part of the building is cracking and fast! You can see the structural damage from the front porch. There are many MANY structural and other issues at Intermediate.	Nov 13, 2012 8:12 AM
9	Deming Intermediate School's condition is the worst in the District. It is the oldest school in the District and has had minimal improvements when compared to all of the other schools in DPS. Paint and landscaping are nice touches this year but it saddens me to see what my children have done without when compared to their elementary schools and to Red Mountain Middle School. I would rank the High School second when considering current conditions as it has had a 6 million dollar renovation and other improvements completed in recent years. No improvements and no money should be spent on Martin Elementary or Smith Elementary because DPS said they weren't good enough and had to build Torres. Why, then are they good enough for charter school and preschool students today and why has the District continued to spend tax payer money on schools that were closed?	Nov 11, 2012 7:03 PM





**Page 2, Q28. Would it better serve the students to keep the high school at the existing site and renovate / the existing buildings as necessary or build an entire new high school campus?**

1	Add on to exiting building	Nov 27, 2012 2:46 PM
2	renovating the current building is putting a bandaid on a cut thats needs ti be sewed up.	Nov 27, 2012 8:02 AM
3	It would depend on where the new High School would be built and what else would be affected by it.	Nov 26, 2012 5:57 PM
4	If this is the plan, stop spending money to make band-aid repairs. Get rid of the old buildings and use that land in the future for additional school facilities. We don't need any more empty old buildings.	Nov 26, 2012 2:53 PM
5	We need ONE building	Nov 26, 2012 2:20 PM
6	But NOT next to RMMS or Bataan, traffic is a major problem already for there to be another school in that area. Plus, it is too close to younger studetns to be around older ones.	Nov 26, 2012 2:04 PM
7	Dont know the condition of school	Nov 26, 2012 2:04 PM
8	More expansion room is definitely needed.	Nov 26, 2012 1:17 PM
9	not sure	Nov 26, 2012 1:05 PM
10	This depends of public opinion. It is true that the high school students need SOMETHING done to update and increase that which they have access to, but we will have to carefully consider what the public is willing to support.	Nov 26, 2012 10:34 AM
11	Both	Nov 26, 2012 10:31 AM
12	The campus will need to be a closed campus and more compact.	Nov 25, 2012 2:07 PM
13	The current campus is excellent and a new building would be waste of tax resources.	Nov 20, 2012 8:29 AM
14	The location of the high school is ideal. I do not support building on the outskirts of town like previously suggested.	Nov 18, 2012 10:18 AM
15	unsure, like the location but a new building is needed	Nov 16, 2012 6:07 PM
16	Use DMS for office staff, not students, restore floors and historical features	Nov 16, 2012 7:52 AM
17	It is impossible to make the current site a closed campus and make it secure.	Nov 15, 2012 6:24 PM

**Page 2, Q28. Would it better serve the students to keep the high school at the existing site and renovate / the existing buildings as necessary or build an entire new high school campus?**

18	If the building structure is in good condition WHY build a new school?	Nov 15, 2012 11:04 AM
19	Moving capus from the current location is a rediculous idea. It is obvisously better for the high school to be at its current location. Any suggestion of moving campus is simply irresponsible. Rebuilding could happen at its current location if there is proper planning so that students could still attend school... USE SUMMER MONTHS PROPERLY and this could be done.	Nov 15, 2012 9:20 AM
20	NEED NEW INTERMEDIATE SCHOOL	Nov 15, 2012 9:11 AM
21	The current location of our HS is a good one but the building needs to be completely replaced.	Nov 14, 2012 3:02 PM
22	School renovated in 2003?	Nov 14, 2012 12:56 PM
23	Undecided--My decision will be determined when I know specifics.	Nov 11, 2012 7:03 PM



**Page 2, Q29. Would you support the high school construction project by voting for a general obligation bond that will not increase local taxes?**

1	if there were vocational classes being added, I think the community would support a new school	Nov 27, 2012 8:02 AM
2	Yes, dependent upon where the school would be built.	Nov 26, 2012 5:57 PM
3	Voter in different county, but I would vote yes if I could	Nov 26, 2012 2:38 PM
4	Do not vote here	Nov 26, 2012 2:37 PM
5	If the school was not going to be built next to RMMS or Bataan	Nov 26, 2012 2:04 PM
6	I would support an increase in taxes	Nov 26, 2012 11:24 AM
7	As long as the contractors/architects for the last batch of schools were NOT used	Nov 26, 2012 10:31 AM
8	not in this economy	Nov 26, 2012 10:25 AM
9	if such projects are proposed - inform the public of all intentions - do not try to hide information like the last time. this compromised the trust between public and school admin and that is why it did not pass!	Nov 26, 2012 10:20 AM
10	All Bonds increase taxes be it directly or indirectly.	Nov 20, 2012 8:29 AM
11	no such thing	Nov 20, 2012 8:02 AM
12	Not sure	Nov 16, 2012 7:52 AM
13	However, if Deming Intermediate is not put on the FRONT BURNER I will not support any measure. DMS is PRIORITY 1.	Nov 15, 2012 9:20 AM
14	I will make that decision when I see the final plan.	Nov 14, 2012 4:50 PM
15	Deming intermediate school is in worse condition than the high school!	Nov 14, 2012 2:41 PM
16	Depending upon the plan and whether or not I feel that ALL facilities currently in need of improvements are addressed equitably	Nov 11, 2012 7:03 PM
17	Not under current administration	Nov 9, 2012 1:19 PM



**Page 2, Q30. Would you support the District's capital projects by voting for a general obligation bond that will not increase local taxes?**

1	But I do not think most people would vote for it	Nov 27, 2012 4:01 AM
2	I could only support district projects if I knew ahead of time what they were and if there was a guarantee in place about other issues that I feel are priority.	Nov 26, 2012 5:57 PM
3	Voter in different county, but I would vote yes if I could	Nov 26, 2012 2:38 PM
4	Do not vote here	Nov 26, 2012 2:37 PM
5	If the school was not going to be built next to RMMS or Bataan	Nov 26, 2012 2:04 PM
6	I would support an increase in taxes	Nov 26, 2012 11:24 AM
7	Not sure.	Nov 26, 2012 10:22 AM
8	All Bonds increase taxes be it directly or indirectly.	Nov 20, 2012 8:29 AM
9	no such thing	Nov 20, 2012 8:02 AM
10	Deming Intermediate is in extremely poor condition. Action is needed immediately. This cannot be ignored by the district any longer.	Nov 15, 2012 9:20 AM
11	I will make that decision when I see the final plan.	Nov 14, 2012 4:50 PM
12	It would make no sense to relocate our high school. The current campus location is PRIME space and obviously a great location for the community. Remodeling could be done in stages to keep the campus where it is now. Moving campus would be a BAD IDEA. Deming Intermediate school, in my opinion, is priority #1 since it has not recieved any attention from the district. Except for a roofing project and SOME new windows.	Nov 13, 2012 8:12 AM
13	Depending upon the plan and whether or not I feel that ALL facilities currently in need of improvements are addressed equitably	Nov 11, 2012 7:03 PM



**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

1	Increased SPED staff, and resources for teachers and students of special education to better serve this population.	Nov 30, 2012 11:38 AM
2	Internet and digital technology access need to be a priority.	Nov 28, 2012 5:52 PM
3	Every room needs a projector or large television screen and a decent sound system that is user friendly.	Nov 28, 2012 9:45 AM
4	Not using old buildings that are no longer safe for other students to now house students at MLS. Moving all Sixth grade students to the Intermediate school together to avoid overcrowding elsewhere.	Nov 28, 2012 7:08 AM
5	N/A	Nov 27, 2012 2:47 PM
6	Deming Intermediate Ceasar Chavez	Nov 27, 2012 1:52 PM
7	There should be a virtual learning room at each campus for conference calls that integrate web cams for trainings, meetings and even classes online.	Nov 27, 2012 1:02 PM
8	before plan is approved they should have input from teachers or people that will utilize the building and the safety board some of the new buildings were built and space wasted and security not considered. Also the fire Dept and Law enforcement should be part of it they are the ones that have to respond if something happens and we have to many blind spots in the school.	Nov 27, 2012 8:27 AM
9	Chaparral is in need of new HVAC systems; Insulation in the ceilings Need upgrade on Classroom projection systems to include SOUND - we have no sound at present Remodeling of Gym, Cafeteria & Office area We need a conference room near the front entrance for Parent Meetings Hall Floors are embarrassing. The tile looks really bad. Playground needs an overhaul - Need better equipment and shade structures badly. We have 2 courtyards that are hard to maintain and on is unusable - no safe Emergency exits from them to meet fire codes.	Nov 27, 2012 6:38 AM
10	Alternative school should be larger given the popularity of students. Also, cooperation with WNMU dual classes space and transportation issues.	Nov 27, 2012 4:04 AM
11	It would be nice if district staff members had more input in the specifics. We are asked to answer survey questions, but we are not asked to give specific suggestions.	Nov 26, 2012 6:01 PM
12	Make sure that each facility has adequate security both faility and manpower.	Nov 26, 2012 3:35 PM
13	Increased size and number of computer labs, and of classroom computer space. Larger elementary gymnasiums, larger cafeterias, more and larger fine arts space/facilities, larger libraries, dedicated parent/volunteer work spaces, larger health facilities (to be used as family medical clinics), larger parking areas. If we can't go large, then let us have a greater	Nov 26, 2012 3:09 PM



**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

	number of smaller schools. Build enough elementary schools to have no more than 300 students each. How about K-3 schools and 4-6 schools? How about giving Columbus their own 7-12 school (still a part of DPS)? How about year-round school? How about 195 student days? How about some multi-age classrooms?	
14	Focus on academics (the basics - reading, math and language) first. Student discipline needs to come in second.	Nov 26, 2012 2:59 PM
15	The Tech building is quite old and could use an update. To have a good school the school needs to be updated as well the the outside help the school needs such as the Techs buliding and those who administer help to the schools.	Nov 26, 2012 2:54 PM
16	Classroom size, areas for support staff to treat children	Nov 26, 2012 2:44 PM
17	A new High School is needed for Deming, we need to look at the new construction done in Las Cruces for Centennial High School. If we are serious about educating our students for the future then we need a school that will get them there. One that meets the needs of our community and of our students.	Nov 26, 2012 2:44 PM
18	Special ed classrooms should have bathrooms and sinks and plenty of storage space.	Nov 26, 2012 2:38 PM
19	Larger classroom sizes, more technology including computers in every high school classroom.	Nov 26, 2012 2:37 PM
20	Teacher access...make sure that teachers are able to get into the buildings after hours.	Nov 26, 2012 2:27 PM
21	accessability for students with disabilities	Nov 26, 2012 2:23 PM
22	Resource Room for SPED students at DMS is needed.	Nov 26, 2012 2:17 PM
23	none	Nov 26, 2012 2:09 PM
24	Possible indoor swimming pool that could be used by the public on certain occasions	Nov 26, 2012 1:18 PM
25	Academic Courses related to the Common Core strands	Nov 26, 2012 12:25 PM
26	The High School needs to have boundaries in place for closed campus	Nov 26, 2012 12:22 PM
27	Closed Campus	Nov 26, 2012 12:06 PM
28	More space for research and student interaction is needed; adequate lighting in all areas inside and out; appropriate intercoms and sound systems throughout the district as needed for productivity and quality for all schools, activities and students;	Nov 26, 2012 11:54 AM

**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

29	as much access to technology as possible	Nov 26, 2012 11:52 AM
30	A working cafeteria at each school site. The packaged breakfasts served to the students are full of sugar, sodium, and calories.	Nov 26, 2012 11:51 AM
31	Need safety video camera system for all schools	Nov 26, 2012 11:47 AM
32	The field house needs are for girls sports and is a Title IX issue. The question in the survey seems to lead people to think we need a new field house for the activities mentioned. This structure would be for girls only and visiting football teams.	Nov 26, 2012 11:45 AM
33	Larger rooms for high school, for Hofacket Campus mainly! Kids are getting big and the room and desk size need to improve.	Nov 26, 2012 11:41 AM
34	Just because we could build "new" buildings doesn't necessarily mean we should. Bussing to the outskirts would cost a small fortune for the kids who currently walk -- just to burn gas to get highschoolers to a brand new building does not seem logical when monies are so tight.	Nov 26, 2012 11:32 AM
35	air quality and air circulation	Nov 26, 2012 11:31 AM
36	We need more vocational classes at Deming High School. We also need a room for our dance team to practice in with mirrors and bars on the walls.	Nov 26, 2012 11:12 AM
37	Use what is provided and give the students a good education. Quit focusing on the "other" things" and put the focus back on education!!! Take a "THINK BEFORE YOU LEAP" attitude!!!	Nov 26, 2012 11:12 AM
38	Classroom size VS class loads-you not only have to worry about the students but also the desks and the students' belongings. My classroom is often a fire hazard in that there is not enough room for students' belongings and the desks. Students/teachers alike can barely walk through the rows of desks.	Nov 26, 2012 11:06 AM
39	Our tennis courts are not in good condition. They are being used by the general public and it can be a hazard to them.	Nov 26, 2012 11:01 AM
40	parking	Nov 26, 2012 10:49 AM
41	Include/Add special needs students playground equipment	Nov 26, 2012 10:45 AM
42	The location	Nov 26, 2012 10:43 AM
43	Academic: Staff is spending too much time out of the classrooms in trainings. How do we expect our kids to learn if the	Nov 26, 2012 10:36 AM

**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

	teachers are not spending enough time with them. Come up with a different plan for trainings that does not take away from instructional time. Another concern is Educational Assistants. Why do the K-2 classrooms have EA but not 3-5. It would help a teacher out tremendously to have EA's in the classrooms. Building Issues: There needs to be bigger classrooms. There is not enough space in classrooms anymore for students, staff, PED visitors and our curriculum materials all at once. Improve the classroom sizes.	
44	Parent involvement is minimal... having building infrastructure specific to parent outreach (library/workshop space, etc.) would be helpful.	Nov 26, 2012 10:34 AM
45	more vocations offered.	Nov 26, 2012 10:33 AM
46	Teachers should have the ability to control the heat and the cooling within their classroom. All classrooms should be equipped with projectors and retractable projector screen and large windows for natural light.	Nov 26, 2012 10:29 AM
47	Meeting safety concerns in all classrooms--safety showers in science rooms, more than one door as an escape route, continued inspections that ensure schools are up to code, etc. Stronger technology support--either more computer labs or more laptop/netbooks/tablets in the classrooms.	Nov 26, 2012 10:27 AM
48	Career tech needs more space.	Nov 26, 2012 10:25 AM
49	Deming Intermediate School is the building in worse shape than any other in DPS. It should be first on the list for replacement or renovation.	Nov 26, 2012 10:25 AM
50	There will be a strong emphasis on teaching skills with technology with the new Common Core Standards. NOT all elementary classrooms have technology in the classrooms. IE: I teach third grade and have NO laptops for my students to use and teach technology skills. Other third grade classes have these laptops and are teaching computer skills. My students are at a definite disadvantage. I would guess other classrooms in the district are in the same situation.	Nov 26, 2012 10:24 AM
51	Better computer labs and up to date software! Graduation requirement that all students take at least one computer technology course! All students should know how to type by the time they enter high school!	Nov 26, 2012 10:24 AM
52	cafeterias to support student body - close campuses / keep campuses closed	Nov 26, 2012 10:22 AM
53	A new campus/school for Deming Intermediate School. The school is in very poor quality and is very out of date i.e. bathroom sinks do not work which is very unsanitary, builing is very old and not to code and buiilding technology is very limited which effects student performance and learning negatively.	Nov 25, 2012 5:01 PM
54	N/A. The high school and DIS are the biggest concerns at this point in time.	Nov 25, 2012 2:08 PM

**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

55	Implement year round school for all schools!! This is something that all students need to help raise the school scores and student test scores as well as attendance!! Implement 4 ten hour days possibly to cut overall costs thus eliminating half days. In service days or district training could be done on Fridays or Mondays	Nov 24, 2012 9:50 PM
56	Schools should be safe, clean, and comfortable for the kids to achieve their best... New technology and a clean healthy environment should be at the top of the list...	Nov 23, 2012 9:13 PM
57	academic - get theses children to learn reading language and math AT AN EARLY STAGE	Nov 20, 2012 8:03 AM
58	More focus on students needs and flexibility rather than administration. Safer and less demeaning facilities with consequences for bullies and students who do not want to be in school. The continual focus on test scores and school ratings demeans our students and does not address their individual needs. Teachers get bogged down in paperwork and requirements rather than being able to focus their time and attention on our kids. Each child is an individual and more opportunities for online learning and less traditional methods need to be considered. Honor the children through actions not just words!	Nov 19, 2012 11:16 AM
59	Deming Intermediate school should be addressed. It is very advantageous to have a 6th grade academy. The needs of this group have been addressed effectively by this concept.	Nov 18, 2012 10:20 AM
60	That a year round academic school calendar for students will not inhibit maintaining school building conditions! DPS Maintenance Employess have proved that!	Nov 16, 2012 6:15 PM
61	Career development with career cluster buildings.	Nov 16, 2012 2:56 PM
62	Fine arts technology for future artists such as computers and software for CG animation, a green room, sound and stage, an orchestra/band/choir facility	Nov 16, 2012 7:55 AM
63	I feel it would be beneficial to the community to have a good indoor pool facility	Nov 16, 2012 6:20 AM
64	Development of an Early Childhood facility for all preschool children as opposed to PreK in each building. Inclusion for students with IEP's would be easier to accomplish and the special safety and educational needs of this age group could be more appropriately addressed.	Nov 15, 2012 6:28 PM
65	Really focus on schools in need of some basics. Shading on the playgrounds, refrigerated air, etc first, and then move on to wants vs. needs.	Nov 15, 2012 11:49 AM
66	HUGE PRIORITY!!! LIBRARY and informational services at the INTERMEDIATE school and the HIGH school that will scaffold and support our students to successfully compete at the collegiate level!	Nov 15, 2012 11:33 AM

**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

67	I think we should continue with the good old reading, writing, arithmetic etc. Our students do not even know how to write in cursive. It is o.k. to have the computer classes but as an elective. Our students need good old fashioned learning. Hopefully they could help with the reading problems that all children seem to have.	Nov 15, 2012 10:49 AM
68	Providing all schools with wireless internet should be a priority. Also up to date technology is essential. The world is progressing rapidly through technology, we should prepare our students accordingly. Also, text books should be purchased with digital licenses so that students could use digital copies. This would eliminate books being written in and abused.	Nov 15, 2012 9:27 AM
69	INTERMEDIATE SCHOOL IS OLD AND UNSAFE AND NEEDS A NEW BUILDING.	Nov 15, 2012 9:12 AM
70	Deming Intermediate is the school that needs major money put in to it. This school is falling apart.	Nov 15, 2012 9:08 AM
71	Deming Intermediate school should be number one on the list, it is number 3 of the worst facilities in the state.This should be number one on the DPS Facilities Master Plan.One can only put so many band aids on a borken arm and pretend that it will heal properly	Nov 15, 2012 8:35 AM
72	Build a high school in Columbus. Renovate Deming (Intermediate)	Nov 15, 2012 8:02 AM
73	Make the field house better for the athletes, coaches and staff. Make it to meet their standards, not the Athletic Directors! Also, teachers need to have more access to resources around the school and better input from the administration...	Nov 14, 2012 6:41 PM
74	Deming Intermediate School MUST be addressed. School safety and security - all sites Technology upgrades - Wireless, etc. - all sites	Nov 14, 2012 4:52 PM
75	new interMediate schoo building	Nov 14, 2012 4:48 PM
76	The Intermediate school to me is falling apart and i feel is in desperate need	Nov 14, 2012 4:05 PM
77	The Deming Intermediate School needs to be considered for replacement. Again, the location is great but the building is old and no longer suitable for today's technology and project based learning.	Nov 14, 2012 3:04 PM
78	Deming Intermediate school has a majority of very small classrooms and with class loads of 28-30 students, I can not fit a table and chairs for differentiated instruction. I have two white boards one for a planner and one for instruction, it is very hard to teach three subjects with one board. The lack of technology is also a problem when it comes to instruction, we have new curriculum that has a lot of technology that could be incorporated, but no technology available to do so with. There are only one outlet in the room for internet or phone usage. Have to have an Elmo and projector in the middle of the room with cords taped across the floor to the outlet. .	Nov 14, 2012 2:50 PM

**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

79	Deming Intermediate School!	Nov 14, 2012 2:41 PM
80	Build a new 6th grade school and a new high school that has an indoor swimming pool for competitions of swimming as an additional sport.	Nov 14, 2012 2:11 PM
81	Buildings should be being built over the expected growth so that they are not over crowded in a few years. Students should be in classrooms with plenty of space and not have too many students per class. Students learn best in smaller class sizes therefore core classes should not have more than 23 students in them and for lower grades this number should be in the teens.	Nov 14, 2012 12:58 PM
82	Demolish old junior high and rebuild new Deming Intermediate to include cafeteria within, move to Smith School building while this is being done.	Nov 14, 2012 12:57 PM
83	Everthing perfect	Nov 14, 2012 12:57 PM
84	Our district needs to stop covering up the issues we have with our schools maintenance. Some of the old schools have mold and asbestos and the maintenance department is told to just cover up what is being exposed to staff and students. This is a danger to the health of staff and students and very minimal items are being done to get the problem fixed.	Nov 14, 2012 12:55 PM
85	Deming Intermediate School needs a new school.	Nov 14, 2012 12:52 PM
86	Exterior conditions such as side walks, parking for parents and staff.	Nov 14, 2012 12:51 PM
87	6th grade should recieve a new facility.	Nov 14, 2012 12:42 PM
88	More trade facilities	Nov 14, 2012 12:23 PM
89	Security at all entries or limit entries to buildings.	Nov 14, 2012 10:33 AM
90	Updating technology, blocking cell phone usage, put highschool all under one roof or at least more compact with buildings closer together, enclosing campus to help with attendance issues, include a vocational area - these are regarding highschool area	Nov 14, 2012 8:53 AM
91	Deming Intermediate School should be priority 1. The school building cannot endure any more neglect. The staff and students make the best of the current situation. Staff does their best to make sure the students have a great educational experience at this school--- with what is available to them. Please do not neglect this school site any longer.	Nov 13, 2012 8:25 AM
92	They should have smaller classes and less in service days per year.	Nov 13, 2012 8:21 AM

**Page 3, Q31. What other academic or building issues should be considered while developing the DPS Facilities Master Plan?**

93	Student counts & projected future student counts, spacing, functionality of current facilities and how future can/may affect that functionality.	Nov 12, 2012 6:11 PM
94	Deming Intermediate School must be addressed. Safety Needs at ALL existing sites must be addressed.	Nov 11, 2012 7:04 PM
95	Closing Campus at Deming High School.	Nov 11, 2012 5:49 PM
96	Larger classrooms or more classrooms to accommodate larger numbers. Language labs are important also.	Nov 11, 2012 12:11 PM
97	wireless internet in all schools, classrooms large enough for cooperative learning groups	Nov 9, 2012 1:34 PM
98	Track and Technology	Nov 6, 2012 11:58 AM
99	New Libraries, desks, Cafeterias, etc.	Nov 6, 2012 10:19 AM
100	Heating / Cooling, Library, Desk, Cafeteria, Outdoor classrooms	Nov 6, 2012 10:14 AM
101	Aux. Gym / Wrestling room / Kitchen / Library / Meeting / Doors for Bathrooms	Nov 6, 2012 10:09 AM
102	Space in classrooms	Nov 6, 2012 9:58 AM
103	Parking Lot	Nov 6, 2012 9:49 AM
104	More materials for STEM dissections in Science classes.	Nov 6, 2012 9:45 AM
105	Updated technology, Football, Soccer and both of the Baseball fields.	Nov 6, 2012 9:30 AM
106	Efficient use of material and time during construction.	Nov 6, 2012 9:23 AM
107	Interruption of learning while renovating.	Nov 6, 2012 9:15 AM
108	The priority needs to be the education for the students. Don't use up funds on faculty, but to improve schools.	Nov 6, 2012 9:11 AM
109	Art Department needs more space and specific space for studio students along with space for students work.	Nov 5, 2012 3:27 PM
110	Combining High School classes and Hofachet class so there will be less tardies.	Nov 5, 2012 3:21 PM
111	Classrooms should be bigger. Combine the Hofalkett H.S. so students wouldn't have to go through bad weather.	Nov 5, 2012 3:16 PM





**Page 3, Q32. Other comments:**

1	N/A	Nov 27, 2012 2:47 PM
2	If the district leads the state with vocational studies it open doors to so many students. WE got away from vocational and I feel that is why we have a high drop out rate. Some students are not college material and vocational is the way to go. WE need shop, baking, ( T or C has a wonderful home EC dept with baking technology) cosmetology,auto mechanics, plumbing, electrician , landscaping, Data entry, child care, stone masonry, Show the students how to run a business, this implements math, language, social skills and give them a sense of accomplishment.	Nov 27, 2012 8:27 AM
3	Chaparral, compared to other schools, looks like a low-income school. Landscaping is bare minimum.	Nov 27, 2012 6:38 AM
4	The problems in our district are much bigger than the need for more facilities, or for updated facilities. We have an astronomical problem with curriculum, dual language programs, administration, etc.	Nov 26, 2012 6:01 PM
5	The intermediate school is is really bad shape!!!! Needs improvement!!	Nov 26, 2012 3:09 PM
6	If the teachers are dedicated, students can and will learn even if taught in a barn - like many of our ancestors. We do not need new schools. We need to keep up the maintenance of what we currently have.	Nov 26, 2012 2:59 PM
7	Though a new high school is needed one should not be placed near RMMS or Bataan, traffic is a major problem already for there to be another school in that area. Plus, it is my belief that younger students should not be too close to older students.	Nov 26, 2012 2:44 PM
8	I believe that the high school is extremely unsafe because there is unrestricted access through so many doors.	Nov 26, 2012 2:38 PM
9	Need to bring parents in to support the educational goals, to work with students and teachers.	Nov 26, 2012 1:52 PM
10	During half days the teachers need a program and/or place for their children to be looked after.	Nov 26, 2012 12:14 PM
11	Benny Jasso does a great job in working with RST on school safety procedures/training.	Nov 26, 2012 11:47 AM
12	what about pride in our school family nights where parents and kids could come and help clean up-paint-do things around and for the schools? We are losing vested interest in so many things and sadly, pride in our schools is one of them.	Nov 26, 2012 11:32 AM
13	Buildings should be designed with the purpose in mind. For example, some outlets in the newer buildings are right beside or even within door space so that they cannot actually be used without extension cords. There should be adequate doors, and classrooms should be larger.	Nov 26, 2012 10:34 AM
14	Too much money is being spent on unnecessary items. Until I see this stopped. I will not vote for a bond.	Nov 26, 2012 10:33 AM

**Page 3, Q32. Other comments:**

15	Closed campus is an issue that needs to be addressed in terms of safety and attendance standards.	Nov 26, 2012 10:29 AM
16	I hope a new high school facility happens; it is very necessary.	Nov 26, 2012 10:27 AM
17	Listen to the feedback you receive. If you focus on your own agenda again, the community will not support you and the students will suffer again.	Nov 26, 2012 10:24 AM
18	This survey does a great job of DPS's consistent inability to address the real problem of poor education and to move the focus to another area, in this case 'New Buildings.'	Nov 20, 2012 8:31 AM
19	A year round academic school calendar is VERY MUCH NEEDED TO HELP OUR STUDENTS GET WHERE THEY NEED TO BE! THERE IS NOTHING ELSE IN THIS TOWN TO HELP OUR STUDENTS-DPS HAS TO BE THAT LIGHTHOUSE, THAT BEACON THAT REACHES EACH AND EVERY CHILD/STUDENT AND HELPS THEM TO BE A WELL ROUNDED STUDENT AND CITIZEN THAT CAN SURVIVE IN THIS DIVERSE WORLD! DPS HAS TO STAND UP AND FILL IN THAT GAP WHERE SOCIETY IS NOT!!! AS EDUCATORS WE HAVE TO STOP LETTING OUR CHILDREN/STUDENTS FALL THROUGH THOSE CRACKS THAT ARE GETTING BIGGER AND BIGGER! PLEASE!!	Nov 16, 2012 6:15 PM
20	Too much emphasis is placed on college in this district, it is a lofty goal to look to but most of our students need skills that will put them to work when college doesn't work for them. I also believe too much emphasis can be put on sports and extra curricular activities. We need to get them out of class time and make them extr curricular again	Nov 16, 2012 2:00 PM
21	The health and safety of students is as important as technology and how the buildings and play grounds look. Right now, my biggest concern in the cleanliness and functionality of restrooms at DMS for students.	Nov 16, 2012 7:55 AM
22	I feel the district needs to be completely upfront on what they plan on doing with existing facilities if new ones are to be built. I feel we have been misguided in the past.	Nov 16, 2012 6:20 AM
23	DPS should keep up their good work at maintaining facilities. Our district can be proud of the way it takes care of current facilities (old and new).	Nov 15, 2012 6:28 PM
24	The playground at Bataan is lumpy with some sort of ground cover that is difficult to run or walk on for students or adults. The woodchips are a cover for snakes and bugs and when it is windy (this is NM!) they blow in one's eyes and are uneven and students fall in them. Covers are needed outside to give the students more shade. Most of the other schools do have shades for their students.	Nov 15, 2012 12:40 PM
25	In this soft economy and job crisis in this county, we need to renovate and do maintenance in order to stretch our resources. We can't afford more taxes when there's no jobs or economic security.	Nov 15, 2012 10:49 AM

**Page 3, Q32. Other comments:**

26	As stated above, Deming Intermediate is our priority. This is the only school in the district that has not been updated or renovated. With the exception of a new/refurbished roof this summer, the building has been neglected. Windows do not operate properly, the front of the building has a LARGE crack in the foundation and is cracking more and more daily, the bathrooms STINK and do not provide our students/staff with proper privacy, the hallways are very small and crowded, the classrooms are old-musty-dingy-small, the building is cold, the whole place smells of mold, Asbestos is present everywhere, mold situations have been (and still are) a big part of the schools life, students complain of the smell, the floor tiles are of all kinds of tiles that don't even match, the floors are stained and in poor shape, the front offices are small and do not offer a good view of the lobby for the safety of our students, there are no exterior cameras, the locker rooms are so old they are not available for student use.... looks like the 1950's in there.	Nov 15, 2012 9:27 AM
27	new central cafeteria	Nov 14, 2012 4:48 PM
28	A thought... Every student in Deming, that has gone through Deming Public School since the 1940's (or so), has walked the halls of what is now Deming Intermediate School. Think about that. Almost every student in the district will walk through the DMS halls at some point in their educational career. What has changed? Nothing but the paint job. There is no cafeteria. Students must battle the elements just to get to lunch! The playground has been "under construction" since August--- and is STILL under construction, the fence around the playground is dangerous and hasn't ever been repaired, the school building is cold, the swamp coolers are OLD and we are lucky they still "work", the Library needs to be updated, up to date technology is limited due to the fact that the building cannot be wired to withstand the needed electrical issues, the floors are mis-matched tile and are in poor condition, the bathrooms are outdated- stinky- and do not offer proper privacy for students, there are limited staff bathrooms that are out dated and stinky as well, windows cannot be opened, some windows are painted over (and have been repainted for years) and do not allow natural light to enter, there is no place for staff to eat their lunch, the hallways are small and crowded, the lighting is antiquated and hard to repair, the building is infested with bugs-- cockroaches especially, mice are present, there have been (and continue to be) problems with mold, the air quality is poor, the patio is in poor shape, the Gym lacks up to date technology and is old and stinky, locker rooms are old and stinky, there is not enough room in the Art Room for instruction and the facilities present are in disrepair, the ceilings are Asbestos covered, flooring is Asbestos, the list continues... it is a shame.	Nov 13, 2012 8:25 AM
29	Keeping schools clean and free of graffiti can impact student pride and achievement. Basics, such as clean and functioning restrooms, clean facilities can be addressed without added cost except to personnel. I have worked in old buildings before but they were at least clean. Buildings are filthy. (Except for central office facilities. Those seem clean and well-kept. Must be nice.	Nov 11, 2012 12:11 PM
30	Newer technology	Nov 6, 2012 10:14 AM
31	The little things need to be fixed.	Nov 6, 2012 10:09 AM
32	I think the two Baseball fields and the Softball field need work!	Nov 6, 2012 9:30 AM



## STATE OF NEW MEXICO

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
PUBLIC SCHOOL FACILITIES AUTHORITYSUSANA MARTINEZ  
GOVERNORDAVID ABBEY  
PSCOC CHAIRROBERT A. GORRELL  
PSFA DIRECTOR

## PSCOC ADDITIONAL FUNDING REQUEST

DATE: 1/3/13 REQUEST TYPE: ☒ Out-of-cycle ☐ Waiver ☐ Advance ☐ Emergency ☐ Cost Overrun

**NOTE:** Districts must complete and submit the Statement of Financial Position on Page 2. of this Funding Request and be signed by the district bond advisor. **Read INSTRUCTIONS at the end of the application for additional criteria for emergency funding and local match waiver eligibility.** Incomplete applications will be returned to the district and may delay action by the Council.

SCHOOL DISTRICT: NMSBVI Alamogordo Campus

PSCOC PROJECT #: C10-002B (If Emergency, write "Emergency")

PROJECT NAME: New Education Building

ENROLLMENT: n/a

DESIGN CAPACITY: n/a

**DESCRIPTION OF REQUEST:** This funding request is for phase 2 construction of a new education building to replace the existing Watkins Education Center (WEC), under the DCP. The existing WEC will be renovated in a future project by NMSBVI for administrative space per the facility master plan. This project includes the demolition of the existing Wanda Raney building per the facility master plan.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 616,194.00	\$ 616,194.00	
2	Appropriation Offset		\$ -	
3	Waiver ##/##/##		\$ -	
4	Supplemental Award 6/24/11; 11/3/11		\$ -	
5	<b>Subtotal Project Costs to Adequacy after Waiver &amp; Offsets:</b>	<b>\$ 616,194.00</b>	<b>\$ 616,194.00</b>	
6	Above Adequacy Project Costs (est.)			
7	Local Match Advance ##/##/##			
8	<b>ADJUSTED TOTAL BUDGET (USES)</b>	<b>\$ 616,194.00</b>	<b>\$ 616,194.00</b>	

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 8,193,022.00	
10	Current Budget to Adequacy (Line 5)	\$ 616,194.00	
11	<b>Estimated Funding Shortfall (Line 9 - Line 10)</b>	<b>\$ 7,576,828.00</b>	
		<b>REQUEST</b>	<b>MATCH PERCENTAGE</b>
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ -	0%
13	<b>TOTAL ADDITIONAL STATE FUNDS REQUESTED</b>	<b>\$ 7,576,828.00</b>	<b>100%</b>

Line	ADDITIONAL FUND REQUEST (WAIVER/ADVANCE/EMERGENCY)	
14	Request	\$ -

School Board President  
(Required)

Date

School District Superintendent  
(Required)

Date

Signatories certify that, to the best of their knowledge, the information contained in the application herein is complete and accurate.

**ADDITIONAL  
INFORMATION:**

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**PSFA STAFF  
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$ 7,576,828 (100%) as requested to complete Phase II construction to adequacy.

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\_\_\_\_\_  
PSFA Regional Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSFA Senior Facilities Manager

\_\_\_\_\_  
Date

**SUBCOMMITTEE REVIEW DATE:** \_\_\_\_\_

- ☐ **Approve Recommendation**
- ☐ **Reject Recommendation**

**COMMENTS:**

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\_\_\_\_\_  
PSFA Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSCOC Awards Subcommittee Chair

\_\_\_\_\_  
Date

**PSCOC REVIEW DATE:** \_\_\_\_\_

- ☐ **Approve Motion**
- ☐ **Reject Motion**

**MOTION:**

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**ACTION:**

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## STATE OF NEW MEXICO

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
PUBLIC SCHOOL FACILITIES AUTHORITYSUSANA MARTINEZ  
GOVERNORDAVID ABBEY  
PSCOC CHAIRROBERT A. GORRELL  
PSFA DIRECTOR

## PSCOC ADDITIONAL FUNDING REQUEST

DATE: 1/8/13 REQUEST TYPE: ☒ Out-of-cycle ☐ Waiver ☐ Advance ☐ Emergency ☐ Cost Overrun

**NOTE:** Districts must complete and submit the Statement of Financial Position on Page 2. of this Funding Request and be signed by the district bond advisor. **Read INSTRUCTIONS at the end of the application for additional criteria for emergency funding and local match waiver eligibility.** Incomplete applications will be returned to the district and may delay action by the Council.

SCHOOL DISTRICT: Roswell Independent School District

PSCOC PROJECT #: P11-017 (If Emergency, write "Emergency")

PROJECT NAME: Berrendo ES Renovation &amp; Additions

ENROLLMENT: 424

DESIGN CAPACITY: 564

**DESCRIPTION OF REQUEST:** Complete renovation of the existing 47,471 sf facility originally constructed in 1956, addition includes new Media Center, enlarged Administrative Area, and 4 Classroom Kindergarten to adequacy.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 988,037.00	\$ 711,387.00	\$ 276,650.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver ##/##/##	\$ -	\$ -	\$ -
4	Supplemental Award ##/##/##	\$ -	\$ -	\$ -
5	<b>Subtotal Project Costs to Adequacy after Waiver &amp; Offsets:</b>	<b>\$ 988,037.00</b>	<b>\$ 711,387.00</b>	<b>\$ 276,650.00</b>
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ##/##/##	\$ -	\$ -	\$ -
8	<b>ADJUSTED TOTAL BUDGET (USES)</b>	<b>\$ 988,037.00</b>	<b>\$ 711,387.00</b>	<b>\$ 276,650.00</b>

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 12,194,180.00	
10	Current Budget to Adequacy (Line 5)	\$ 988,037.00	
11	<b>Estimated Funding Shortfall (Line 9 - Line 10)</b>	<b>\$ 11,206,143.00</b>	
		<b>REQUEST</b>	<b>MATCH PERCENTAGE</b>
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 3,137,715.96	28%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 8,068,427.04	72%

Line	ADDITIONAL FUND REQUEST (WAIVER/ADVANCE/EMERGENCY)
14	Request

School Board President  
(Required)

Date

School District Superintendent  
(Required)

Date

Signatories certify that, to the best of their knowledge, the information contained in the application herein is complete and accurate.

## STATEMENT OF FINANCIAL POSITION

(Required for all funding requests)

**ADDITIONAL  
INFORMATION:**

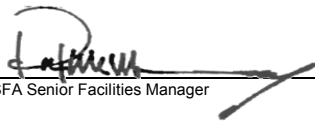
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**PSFA STAFF  
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$ 8,068,427.04 (72%) as requested to complete Phase II construction to adequacy.  
Please note the district has in place their required additional funding amount totaling \$ 3,137,715.96 (28%) as submitted.

\_\_\_\_\_  
PSFA Regional Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
PSFA Senior Facilities Manager

1/7/2013  
\_\_\_\_\_  
Date

**SUBCOMMITTEE REVIEW DATE:** 1/7/13

☒ **Approve Recommendation**  
☐ **Reject Recommendation**

**COMMENTS:** Approved as recommended.

--

\_\_\_\_\_  
PSFA Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSCOC Awards Subcommittee Chair

\_\_\_\_\_  
Date

**PSCOC REVIEW DATE:** \_\_\_\_\_

☐ **Approve Motion**  
☐ **Reject Motion**

**MOTION:**

--

**ACTION:**

--



## STATE OF NEW MEXICO

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
PUBLIC SCHOOL FACILITIES AUTHORITYSUSANA MARTINEZ  
GOVERNORDAVID ABBEY  
PSCOC CHAIRROBERT A. GORRELL  
PSFA DIRECTOR

## PSCOC ADDITIONAL FUNDING REQUEST

DATE: 1/8/13 REQUEST TYPE: ☒ Out-of-cycle ☐ Waiver ☐ Advance ☐ Emergency ☐ Cost Overrun

**NOTE:** Districts must complete and submit the Statement of Financial Position on Page 2. of this Funding Request and be signed by the district bond advisor. **Read INSTRUCTIONS at the end of the application for additional criteria for emergency funding and local match waiver eligibility.** Incomplete applications will be returned to the district and may delay action by the Council.

SCHOOL DISTRICT: Roswell Independent School District

PSCOC PROJECT #: P11-019 (If Emergency, write "Emergency")

PROJECT NAME: El Capitan ES Replacement

ENROLLMENT: 441

DESIGN CAPACITY: 446

DESCRIPTION OF REQUEST: New Facility to adequacy for 446 students, grades K-5.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 1,696,969.00	\$ 1,221,818.00	\$ 475,151.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver ##/##/##	\$ -	\$ -	\$ -
4	Supplemental Award ##/##/##	\$ -	\$ -	\$ -
5	Subtotal Project Costs to Adequacy after Waiver & Offsets:	\$ 1,696,969.00	\$ 1,221,818.00	\$ 475,151.00
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ##/##/##	\$ -	\$ -	\$ -
8	ADJUSTED TOTAL BUDGET (USES)	\$ 1,696,969.00	\$ 1,221,818.00	\$ 475,151.00

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 16,230,798.00	
10	Current Budget to Adequacy (Line 5)	\$ 1,696,969.00	
11	Estimated Funding Shortfall (Line 9 - Line 10)	\$ 14,533,829.00	
		REQUEST	MATCH PERCENTAGE
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 4,069,469.38	28%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 10,464,359.62	72%

Line	ADDITIONAL FUND REQUEST (WAIVER/ADVANCE/EMERGENCY)
14	Request

School Board President  
(Required)

Date

School District Superintendent  
(Required)

Date

Signatories certify that, to the best of their knowledge, the information contained in the application herein is complete and accurate.



**ADDITIONAL  
INFORMATION:**

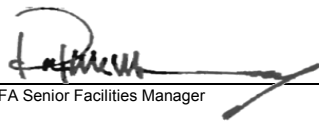
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**PSFA STAFF  
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$ 10,464,359.62 (72%) as requested to complete Phase II construction to adequacy.  
Please note the district has in place their required additional funding amount totaling \$ 4,069,469.38 (28%) as submitted.

\_\_\_\_\_  
PSFA Regional Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
PSFA Senior Facilities Manager

1/7/2013  
\_\_\_\_\_  
Date

**SUBCOMMITTEE REVIEW DATE:** 1/7/13

☒ **Approve Recommendation**  
☐ **Reject Recommendation**

**COMMENTS:** Approved as recommended.

--

\_\_\_\_\_  
PSFA Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSCOC Awards Subcommittee Chair

\_\_\_\_\_  
Date

**PSCOC REVIEW DATE:** \_\_\_\_\_

☐ **Approve Motion**  
☐ **Reject Motion**

**MOTION:**

--

**ACTION:**

--



## STATE OF NEW MEXICO

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
PUBLIC SCHOOL FACILITIES AUTHORITYSUSANA MARTINEZ  
GOVERNORDAVID ABBEY  
PSCOC CHAIRROBERT A. GORRELL  
PSFA DIRECTOR

## PSCOC ADDITIONAL FUNDING REQUEST

DATE: 1/8/13 REQUEST TYPE: ☒ Out-of-cycle ☐ Waiver ☐ Advance ☐ Emergency ☐ Cost Overrun

**NOTE:** Districts must complete and submit the Statement of Financial Position on Page 2. of this Funding Request and be signed by the district bond advisor. **Read INSTRUCTIONS at the end of the application for additional criteria for emergency funding and local match waiver eligibility.** Incomplete applications will be returned to the district and may delay action by the Council.

SCHOOL DISTRICT: Roswell Independent School District

PSCOC PROJECT #: P11-018 (If Emergency, write "Emergency")

PROJECT NAME: Military Heights ES Renovation &amp; Additions

ENROLLMENT: 452

DESIGN CAPACITY: 443

DESCRIPTION OF REQUEST: Complete renovation of existing facility constructed in 1955. Addition of a Media Center, a 4 Classroom Kindergarten addition, and one classroom.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 741,183.00	\$ 533,652.00	\$ 207,531.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver ##/##/##	\$ -	\$ -	\$ -
4	Supplemental Award ##/##/##	\$ -	\$ -	\$ -
5	Subtotal Project Costs to Adequacy after Waiver & Offsets:	\$ 741,183.00	\$ 533,652.00	\$ 207,531.00
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ##/##/##	\$ -	\$ -	\$ -
8	ADJUSTED TOTAL BUDGET (USES)	\$ 741,183.00	\$ 533,652.00	\$ 207,531.00

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 10,907,505.00	
10	Current Budget to Adequacy (Line 5)	\$ 741,183.00	
11	Estimated Funding Shortfall (Line 9 - Line 10)	\$ 10,166,322.00	
		REQUEST	MATCH PERCENTAGE
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 2,846,566.87	28%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 7,319,755.13	72%

Line	ADDITIONAL FUND REQUEST (WAIVER/ADVANCE/EMERGENCY)
14	Request

School Board President  
(Required)

Date

School District Superintendent  
(Required)

Date

Signatories certify that, to the best of their knowledge, the information contained in the application herein is complete and accurate.

**ADDITIONAL  
INFORMATION:**

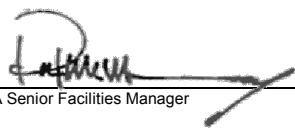
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**PSFA STAFF  
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$ 7,319,755.13 (72%) as requested to complete Phase II construction to adequacy.  
Please note the district has in place their required additional funding amount totaling \$ 2,846,566.87 (28%) as submitted.

\_\_\_\_\_  
PSFA Regional Manager

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
PSFA Senior Facilities Manager

1/7/2013  
\_\_\_\_\_  
Date

**SUBCOMMITTEE REVIEW DATE:** 1/7/13

☒ **Approve Recommendation**  
☐ **Reject Recommendation**

**COMMENTS:** Approved as Recommended.

--

\_\_\_\_\_  
PSFA Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
PSCOC Awards Subcommittee Chair

\_\_\_\_\_  
Date

**PSCOC REVIEW DATE:** \_\_\_\_\_

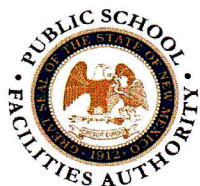
☐ **Approve Motion**  
☐ **Reject Motion**

**MOTION:**

--

**ACTION:**

--



## STATE OF NEW MEXICO

PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
PUBLIC SCHOOL FACILITIES AUTHORITYSUSANA MARTINEZ  
GOVERNORDAVID ABBEY  
PSCOC CHAIRROBERT A. GORRELL  
PSFA DIRECTOR

## PSCOC ADDITIONAL FUNDING REQUEST

DATE: 12/21/12 REQUEST TYPE: ☒ Out-of-cycle ☐ Waiver ☐ Advance ☐ Emergency ☐ Cost Overrun

NOTE: Districts must complete and submit the Statement of Financial Position on Page 2. of this Funding Request and be signed by the district bond advisor. Read INSTRUCTIONS at the end of the application for additional criteria for emergency funding and local match waiver eligibility. Incomplete applications will be returned to the district and may delay action by the Council.

SCHOOL DISTRICT: Santa Rosa Consolidated Schools

PSCOC PROJECT #: P12-010 (If Emergency, write "Emergency")

PROJECT NAME: Rita Marquez ES / Anton Chico MS

ENROLLMENT: 118

DESIGN CAPACITY: 135

**DESCRIPTION OF REQUEST:** Funding for the construction of the new Rita Marquez ES / Anton Chico MS. The new facility size is 20,200 SF and will be approximately 9,000 SF smaller than the existing school. The new building will provide an adequate learning environment for the students while allowing the district to maintain the different building systems more easily. The building is designed to be more energy efficient and includes durable finishes. The facility requires an onsite wastewater system designed for the specific water usage of the school. The building and site include a fire suppression system and water storage tank. The site infrastructure is designed as the most cost effective way to meet code and operational requirements.

Line	CURRENT PSCOC AWARD INFORMATION	TOTAL	STATE TO ADEQUACY	DISTRICT TO ADEQUACY
1	Project Costs up to Adequacy (est.)	\$ 770,000.00	\$ 462,000.00	\$ 308,000.00
2	Appropriation Offset	\$ -	\$ -	\$ -
3	Waiver ###/###/###	\$ -	\$ -	\$ -
4	Supplemental Award ###/###/###	\$ -	\$ -	\$ -
5	<b>Subtotal Project Costs to Adequacy after Waiver &amp; Offsets:</b>	<b>\$ 770,000.00</b>	<b>\$ 462,000.00</b>	<b>\$ 308,000.00</b>
6	Above Adequacy Project Costs (est.)	\$ -	\$ -	\$ -
7	Local Match Advance ###/###/###	\$ -	\$ -	\$ -
8	<b>ADJUSTED TOTAL BUDGET (USES)</b>	<b>\$ 770,000.00</b>	<b>\$ 462,000.00</b>	<b>\$ 308,000.00</b>

Line	ADDITIONAL FUND REQUEST (COST OVERRUN)		
9	Project Cost to Adequacy -estimated	\$ 8,100,000.00	
10	Current Budget to Adequacy (Line 5)	\$ 770,000.00	
11	<b>Estimated Funding Shortfall (Line 9 - Line 10)</b>	<b>\$ 7,330,000.00</b>	
		<b>REQUEST</b>	<b>MATCH PERCENTAGE</b>
12	TOTAL ADDITIONAL DISTRICT FUNDS REQUESTED	\$ 2,932,000.00	40%
13	TOTAL ADDITIONAL STATE FUNDS REQUESTED	\$ 4,398,000.00	60%

Line	ADDITIONAL FUND REQUEST (WAIVER/ADVANCE/EMERGENCY)
14	Request

School Board President  
(Required)

Date

School District Superintendent  
(Required)

Date

Signatories certify that, to the best of their knowledge, the information contained in the application herein is complete and accurate.

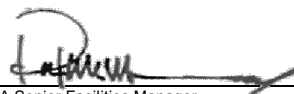
**ADDITIONAL  
INFORMATION:**

Current funding request is based on a contractor bid and the project was approved by the Santa Rosa Consolidated Schools Board of Education. The district has the funding for the local share. The land was donated to the school by the land grant and the off-site infrastructure (access road, water and electrical) contract work is awarded as well. The district is currently working out the details associated with the disposal of the existing school building and property when the students will move in the new building, scheduled for the summer of 2014.

**PSFA STAFF  
RECOMMENDATION:**

PSFA staff recommends that the PSCOC approve the state funding request totaling \$ 4,398,000 (60%) as requested to complete Phase II construction to adequacy.  
Please note the district has in place their required additional funding amount totaling \$ 2,932,000 (40%) as submitted.

  
PSFA Regional Manager  
Ovidiu Vioreica  
12/19/2012  
Date

  
PSFA Senior Facilities Manager  
1/7/2013  
Date

SUBCOMMITTEE REVIEW DATE: 1/7/2013

☒ **Approve Recommendation**  
☐ **Reject Recommendation**

COMMENTS: Approved as Recommended.

PSFA Director \_\_\_\_\_ Date \_\_\_\_\_

PSCOC Awards Subcommittee Chair \_\_\_\_\_ Date \_\_\_\_\_

PSCOC REVIEW DATE: \_\_\_\_\_

☐ **Approve Motion**  
☐ **Reject Motion**

MOTION:

ACTION:

**From:** Allan Tapia [<mailto:ATapia@bps.k12.nm.us>]  
**Sent:** Friday, December 28, 2012 12:08 PM  
**To:** Robert Gorrell; Ramon Vigil; Wayne Bladh  
**Cc:** [efchavez@sfis.k12.nm.us](mailto:efchavez@sfis.k12.nm.us); [Olivia.calabaza@gmail.com](mailto:Olivia.calabaza@gmail.com)  
**Subject:** Suspicious URL: RE: Suspicious URL: RE: Bernalillo Schools/Santo Domingo Lease & MOA: Correspondence from Ramon Vigil

Good afternoon. The BPS Board of Education approved and signed the lease at the December 20, 2012 meeting. Original copies were sent to Mr. Vigil and one was sent to Mr. Gorrell. Please let me know if you are unable to locate the copy. Thank you.

Allan Tapia  
Superintendent

Bernalillo Public Schools  
224 N. Camino del Pueblo  
Bernalillo, NM 87004  
505-867-2317 - office  
505-867-7850 - fax

"Bernalillo Public Schools is dedicated to Student  
Achievement and the Graduation of all Students"

**From:** Wayne Bladh [<mailto:wbladh@nordhauslawsf.com>]  
**Sent:** Wednesday, January 02, 2013 09:56 AM  
**To:** Robert Gorrell; Allan Tapia <[ATapia@bps.k12.nm.us](mailto:ATapia@bps.k12.nm.us)>; Ramon Vigil <[RVigil@cuddymccarthy.com](mailto:RVigil@cuddymccarthy.com)>  
**Cc:** [efchavez@sfis.k12.nm.us](mailto:efchavez@sfis.k12.nm.us) <[efchavez@sfis.k12.nm.us](mailto:efchavez@sfis.k12.nm.us)>; [Olivia.calabaza@gmail.com](mailto:Olivia.calabaza@gmail.com) <[Olivia.calabaza@gmail.com](mailto:Olivia.calabaza@gmail.com)>; Tim Berry; Jeff Eaton; Natalie Diaz; Joe Guillen <[jguillen@nmsba.org](mailto:jguillen@nmsba.org)>; [David.Abbey@nmlegis.gov](mailto:David.Abbey@nmlegis.gov) <[David.Abbey@nmlegis.gov](mailto:David.Abbey@nmlegis.gov)>; Lena Archuleta  
**Subject:** RE: Suspicious URL: RE: Suspicious URL: RE: Bernalillo Schools/Santo Domingo Lease & MOA: Correspondence from Ramon Vigil

FYI, the executed originals were delivered to my office over the holidays. I will make arrangements for the new SD Governor to forward them to the BIA for review and approval.

Wayne

## MEMORANDUM OF AGREEMENT

### Board of Education of the Bernalillo Public Schools and The Pueblo of Santo Domingo

THIS AGREEMENT is made and entered into by the Board of Education of the Bernalillo Public Schools, a political subdivision of the State of New Mexico, hereinafter referred to as "the Board" and the Pueblo of Santo Domingo a sovereign Indian Tribe located within the State of New Mexico, hereinafter referred to as "the Pueblo." The Board and the Pueblo are hereinafter jointly referred to as "the Parties."

WHEREAS, the Board recognizes the unique role and sovereignty of the Pueblo and its interest in the education of the children of the Pueblo who attend the Santo Domingo School;

WHEREAS, the Pueblo recognizes that the Board is a political subdivision of the State of New Mexico charged with the responsibility of providing a public school education in accordance with the laws of the State of New Mexico and the United States of America; and

WHEREAS, the Parties acknowledge that the Board shall provide a public school education to the students of the Pueblo in grades K-8 at the Santo Domingo School on land leased to the Board by the Pueblo and operated and maintained in accordance with applicable laws of the State of New Mexico.

NOW, THEREFORE, the Board and the Pueblo do hereby agree as follows:

#### I. PURPOSE OF AGREEMENT

1. The Board and the Pueblo desire to effectuate an agreement whereby the Board and the employees of the Bernalillo Public School District work cooperatively and in conjunction with the Pueblo in the interest of providing a free and appropriate public education to the children of the Pueblo at the Santo Domingo School on a fair and equitable basis compared to other students in the District;
2. The education of the children in grades K-8 within the jurisdiction of the Pueblo is the primary concern of both Parties when carrying out this Agreement;
3. The Parties agree to use this Agreement as a tool to address educational issues affecting the K-8 students of the Pueblo attending the Santo Domingo School;
4. This Agreement shall provide avenues for the sharing of experiences and the interchange of ideas for educational program improvements to meet and advance the educational goals for the Santo Domingo School; and
5. This Agreement shall serve as a vehicle through which the Pueblo and parents and students of the Pueblo attending Santo Domingo School can provide meaningful input to the Board on all aspects of the education of those students, and the Board can give careful consideration to that input.

## II. EFFECTIVE DATE AND TERM

This Agreement shall become effective commencing upon the most recent date of signature by the Parties and shall continue to be in effect while the Board is responsible for the operation and maintenance of the Santo Domingo School. However, the Parties agree to review, update, revise and modify the terms of this Agreement, as needed, every five (5) years or sooner upon mutual agreement of the Parties.

## III. AMENDMENTS

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto.

## IV. STUDENT/ACADEMIC PERFORMANCE

1. The Board agrees to operate the Santo Domingo School in accordance with the requirements of the New Mexico Public Education Department (NMPED) and in a manner that provides the School's students a free and appropriate public education on a fair and equitable basis compared to other students in the District. The Board agrees that meeting minimal requirements is not sufficient for the students of the District, including those at Santo Domingo School. Accordingly, the Board will use its best efforts to improve the academic performance of students at Santo Domingo School, with a goal to meet or exceed the statewide average levels of school and student performance of comparable public schools in New Mexico, and in a manner consistent with its obligation to treat all students of the District equitably.

2. The Board agrees to provide an annual report to the Pueblo regarding educational progress being made and efforts of the School District for improvements to the educational program regarding its goal to meet or exceed those statewide average levels of performance of comparable public schools in New Mexico. The report will include information on compliance with this Agreement, a financial report on the use of all funds of the School, and recommendations for improvements to the education and curriculum being offered at the School. The Board agrees to give serious consideration to the Tribal Council's responses to the report in the Board's planning and budget decisions for the following school year.

3. The Board agrees to provide services for students with special needs in accordance with the Individuals with Disabilities Education Act, Pub.L. 101-476.

4. The Board agrees to identify and implement programs that best help address the unique and cultural needs of students of the School.

5. The Board agrees to seek and seriously consider input from the Pueblo and parents of students of the School regarding educational programs, including but not limited to accelerated programs and remediation programs for under-performing students.

## V. TRIBAL COUNCIL / COMMUNITY INVOLVEMENT IN FACILITY DESIGN

1. The Parties acknowledge that the Board is in the process of constructing, furnishing, and equipping a substantially new facility on land leased to the Board by the Pueblo.



The Board agrees to solicit and give serious consideration to the views of the Pueblo, the community, and parents of students in making decisions regarding the design of the facility, the plans for development of the new facility, furnishings and equipment for the building, instructional programs and delivery systems, and the educational materials and supplies for the educational programs presented at the School.

2. The Board agrees to include at least the following representatives on the Educational Specifications Committee that will prepare the educational specification documents required by the Public School Facilities Authority in connection with funding for the new school facility: three (3) individuals selected by the Pueblo's Tribal Council, four (4) parents of School students who are members of the Pueblo, two (2) students in grade seven, two (2) students in grade eight, the director of the Pueblo's Higher Education Department, and the director of the Pueblo's Behavioral Health Department.

3. Upon completion of the work by the Educational Specifications Committee, the Board shall establish a six (6) member Building/Facilities Committee made up of three (3) members appointed by the Pueblo and three (3) members appointed by the Board from the Educational Specifications Committee. The members appointed by the Board may be parents and employees of the District. The Superintendent shall appoint a facilitator. The Building/Facilities Committee shall be organized and start meeting upon completion of the Educational Specifications Committee's work and shall continue in operation during the term of this Agreement.

4. The Parties agree that the following facilities are very desirable for a high quality education, and they will exercise their best efforts to include them in the new facility: adequate classrooms, a nurse's office, kitchen facilities, dedicated cafeteria facilities, multi-purpose rooms, sanitation facilities, rest rooms, technology labs, science labs, music class rooms, recreational facilities, paved areas for parking buses, gates adequate to accommodate bus traffic, and bus washing facilities. However, the Parties acknowledge the budgetary restrictions related to the project and agree that the Educational Specifications Committee will need to establish and recommend priorities regarding facilities.

#### VI. SCHOOL STAFF

1. The Board agrees to provide highly qualified and effective classroom teachers, educational assistants, administrators, therapists, counselors, and other support staff for the School in accordance with NMPED requirements and as necessary to provide the educational programs and meet the educational and support needs of the students so they can achieve the best possible achievement level. The Board will give serious consideration to experienced applicants but will take all factors into consideration when selecting the most qualified applicant for job vacancies. Career readiness counseling shall include higher education, technical, and vocational options for students in accordance with the NMPED requirements. The School shall be staffed equitably to all other schools of the School District.

2. The School's staff shall include individuals who are fluent in Keres and who are available to assist students whose primary language is Keres.

3. The Board shall give preference to qualified Native Americans in hiring and promotion, including without limitation instructional and counseling positions, and shall provide all School staff training in aspects of the Native culture of the School's students that will assist the staff in meeting the educational needs of the students.

4. The Board shall enforce policies to ensure that all School staff are evaluated annually in accordance with NMPED evaluation requirements to ensure that staff are able to meet the educational needs of the students.

#### VII. SCHOOL FUNDING

1. The Board agrees to provide adequate funding for the educational programs of the School on a basis equitable to other schools of the School District and in compliance with all applicable federal and state laws that identify funds as for the specific benefit of Native American students.

2. The Board agrees to provide information to and consider input from the Pueblo regarding the Operational Budget, the Funds Allocated to the School, Maintenance Funding for the School and Federal Program Funds used at the School.

#### VIII. SCHOOL CURRICULUM

The Board agrees to supplement the Common Core State Standards (CCSS) by incorporating relevant cultural components of the curriculum and programs to address the distinct cultural and local needs of students of the School.

#### IX. SCHOOL CALENDAR

The Board agrees to develop a school calendar that recognizes and makes accommodations for student participation in cultural activities of the Pueblo.

#### X. TRANSPORTATION

1. The Board shall provide adequate and safe transportation for students in accordance with laws of the State of New Mexico and NMPED regulations.

2. When considering applicants for bus drivers, the Board agrees to give local preference to those qualified drivers who have an understanding of the local bus route(s), local driving conditions, and an understanding of the culture and language of the students being served.

#### XI. EDUCATIONAL LIASON

1. The Pueblo's Tribal Council may in its discretion appoint an Educational Liaison whose primary function will be to facilitate communication between the Board/School and the Pueblo. The Board agrees to recognize and work with the Education Liaison appointed by the Tribal Council.

2. The Board shall consult with the Liaison through the Superintendent with respect to the educational needs of the Pueblo and the wishes and expectations of the Tribal Council, and

shall keep the Liaison informed of the School's progress in accomplishing the Tribal Council's wishes and expectations.

3. The Liaison shall monitor compliance with this Agreement and shall be available to assist the Board in assuring open communications and a reliable flow of information between the Board and the Tribal Council.

4. The Liaison or such other individuals as may be designated by the Tribal Council shall be available to furnish consultation and orientation advice and services to the teachers and staff of the School, for the purpose of acquainting them with the values and culture of the Pueblo, so that they will better understand Indian children and their special needs, and thereby be able to furnish a better education to the children of the Pueblo.

5. The Pueblo agrees that its officers, representatives and agents, including the Liaison, will not interfere with the day-to-day operation or instructional programs of the Santo Domingo School. Concerns and complaints from the Pueblo will be channeled through the School Principal or the Superintendent's Office utilizing the Liaison when needed.

## XII. TECHNICAL GUIDANCE – PUBLIC INFORMATION

The Board agrees to provide the Pueblo access to public information on the financial and administrative affairs of the School District, and technical guidance on the meaning of that information.

## XIII. STUDENT SERVICES & BENEFITS

The Board agrees to provide the students at the School on a fair and equitable basis all services and benefits available to other students in the District.

## XIV. PARENT ADVISORY COUNCIL

1. In accordance with Section 22-5-16, NMSA 1978, of the Public School Code, the Santo Domingo School shall have an advisory "school council" to assist the school principal with school-based decision-making and to involve the parents in their children's education.

2. The membership of the advisory school council shall reflect an equitable balance between school employees and parents and community members. At least one community member shall be appointed by the Pueblo's Tribal Council. At least one community member shall represent the business community, if such person is available. The school principal will serve as chairman. The school principal shall be an active member of the school council.

3. The school council shall:

(1) work with the school principal and give advice, consistent with state and school district rules and policies, on policies relating to instructional issues and curricula and on the public school's proposed and actual budgets;

(2) develop creative ways to involve parents in the schools;

(3) where appropriate, coordinate with any existing work force development boards or vocational education advisory councils to connect students and school academic programs to business resources and opportunities; and

(4) serve as the champion for students in building community support for schools and encouraging greater community participation in the public schools.

XV. TECHNICAL ASSISTANCE AND CLARIFICATION OF STATE EDUCATIONAL REQUIREMENTS

Either Party may request technical assistance and/or clarification of the New Mexico educational requirements, regulations, procedures or programs from the NMPED. Each party may appoint two (2) representatives to contact and meet with the NMPED and report back to the Parties and the Parent Advisory Council.

XVI. COMMUNITY USE OF SCHOOL FACILITIES

In conformity with any applicable NMED, New Mexico Public School Insurance Authority, or school district policies, the Board will give members of the community access to the School's buildings and grounds for adult education, Parent-Teacher Association meetings, other public meetings, recreation, and other community purposes for which public schools may be used in New Mexico. To strengthen the community-School partnership, the Board shall make the School's recreational facilities available, in accordance with the school district's facilities use agreement and the policies of the New Mexico Public School Insurance Authority, for athletic tournaments and other events that encourage physical activity, character-building, and sports achievement, including during the summer when classes are not being offered.

XVII. MEDIATION AND DISPUTE RESOLUTION

Disputes regarding matters included in this Agreement which cannot be clarified and/or resolved through Paragraph XV (Technical Assistance and Clarification of State Educational Requirements) by involvement of the NMPED shall be resolved through mediation. Either Party may request mediation regarding any matter or issue included in this Agreement. Upon request for mediation, the Parties agree to submit a list of three possible mediators, preferably individuals with an understanding of public education. The Parties will select a mediator from these lists. If the Parties are unable to agree on a mediator, the Parties agree to submit the lists to the New Mexico Secretary of Education for selection of a mediator. The selected mediator shall, with input from the Parties, establish a meeting schedule. The Parties agree to share the fee and costs of the mediator. Each Party shall be responsible for its own costs for mediation beyond the fee and costs of the mediator.

XVIII. CHARTER SCHOOL

The Parties acknowledge that New Mexico law provides for the creation of charter schools for the purposes outlined in NMSA 1978 Section 22-8B-3. Nothing in this Agreement is intended to preclude the creation of a charter school to serve the students now served by the Santo Domingo School. The Parties agree to abide by the provisions of the New Mexico Charter Schools Act and its subsequent amendments.

XIX. EFFECT ON PRIOR AGREEMENTS

This Agreement supersedes all prior written and oral agreements, covenants and understandings between the Parties concerning the subject matter described herein other than the land lease for the School, which is not altered or amended in any respect by this Agreement. Further, any material breach of this Agreement does not and cannot render the land lease for the School null and void.

XX. EFFECT ON FEDERAL-TRIBAL RELATIONSHIP

Nothing in this Agreement shall be construed to diminish any right held by the Pueblo by virtue of any treaty, federal or state statute or court decision, or reduce the responsibility of the United States of America under the Federal/Tribal trust relationship.

XXI. SOVEREIGN IMMUNITY

Nothing herein shall be construed as a waiver of the Pueblo or the State of New Mexico's sovereign immunity.

IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE BERNAILLO PUBLIC SCHOOLS AND THE PUEBLO OF SANTO DOMINGO.

Approved by the Pueblo of Santo Domingo

Gov. Dist. Quintana  
Governor

12/14/12  
Date

LT. Gov. PS  
Lt. Governor

12/14/12  
Date

Approved by the Board of Education of  
The Bernalillo Public Schools

Olivia Calabaz  
President, Board of Education

12/20/12  
Date

## LAND LEASE FOR PUBLIC SCHOOL

Lease No. SD \_\_\_\_\_

This LAND LEASE FOR PUBLIC SCHOOL ("lease"), is made and entered into effective as of the commencement date identified below, by and between the PUEBLO OF SANTO DOMINGO, a sovereign Indian Tribe located within the State of New Mexico, hereinafter called the "Lessor," and the BOARD OF EDUCATION OF THE BERNALILLO PUBLIC SCHOOL DISTRICT NO. 61, Sandoval County, New Mexico, a political subdivision of the State of New Mexico, hereinafter called the "Lessee," in accordance with the provisions of 25 U.S.C. § 415 and 25 CFR part 162 which by reference are made a part hereof.

WHEREAS, the parties to this lease previously entered into a twenty-five year lease for the construction and operation of a public school on the lands of Lessor (the "Santo Domingo School") on January 9, 1956 and a subsequent twenty-five year lease on August 21, 1986 which was amended on June 24, 1999. The 1986 lease has expired, and the parties wish to enter into a new lease for the Santo Domingo School.

WITNESSETH, that for and in consideration of the rents, covenants, and agreements hereinafter provided, the Lessor hereby leases to the Lessee the land described as follows (the "leased premises"), to wit:

### LEGAL DESCRIPTION

Four tracts of land (shown on the attached plats) lying and being situated within the Southwest Quarter of section 33, T. 15 N., R. 6 E., N.M.P.M., Santo Domingo Pueblo Grant, Sandoval County, New Mexico. Said tracts being more particularly describe as follows:

Tract 1- Beginning at a point on the west line of Tract 1 whence a G.L.O. section corner common to sections 32 and 33, T. 15 N., R. 6 E., and sections 4 and 5, T. 14 N., R. 6 E., bears west 817.60 feet; thence N. 44° 39' W., 466.75 feet to a point; thence S. 45° 21' W., 200.00 feet to a point; thence N. 44° 39' W., 200.00 feet to a point; thence N. 45° 21' E., 200.00 feet to a point; thence N. 44° 39' W., 393.96 feet to a point; thence N. 52° 15' 13" E., 267.21 feet to a point; thence N. 45° 15' 37" E., 119.38 feet to a point; thence S. 44° 55' 27" E., 67.83 feet to a point; thence. 45° 41' 05" E., 112.50 feet to a point; thence S. 44° 39' E., 1034.78 feet to a point; thence S. 45° 21' W., 500.00 feet to a point; thence N. 44° 39' W., 73.25 feet to a point and place of beginning, containing 13.44 acres;

Tract 2- Beginning at the southernmost corner of Tract 2 whence a G.L.O. section corner as described in Tract 1 bears S. 54° 00' 18" W., 1282.89 feet; thence N. 44° 39' W., 850.00 feet to a point; thence N. 45° 21' E., 275.00 feet to a point; thence S. 44° 39' E., 850.00 feet to a point; thence S. 45° 21' W., 275.00 feet to the point and place of beginning, containing 5.37 acres;

Tract 3 – Beginning at the northwest corner of the herein described parcel; whence the southwest corner of section 33 bears S. 22° 13' 27" W., 633.23 feet; thence S. 44° 39' 00" E., 154.25 feet; thence S. 45° 21' 00" W., 20.00 feet; thence N. 44° 39' 00" W., 126.25 feet; thence N. 09° 06' 45" W., 34.41 feet to the point of beginning, containing 0.06 acre;

Tract 4 – 20 acres on East side of football field, as generally identified on Attachment A. Tract 4 shall be surveyed and its legal description shall be incorporated into this Lease as Attachment B;

containing 38.87 acres, more or less, for the initial term of twenty-five (25) years commencing on January 1, 2013. The Lessee may renew the lease for one additional term of twenty-five (25) years if at the time of renewal the Lessee is not in breach of its obligations under this lease. Notice of intent to renew this lease shall be served in writing on the Pueblo not more than twelve (12) months and not less than six (6) months before the expiration date of the initial term. The Lessee, in consideration of the foregoing, covenants and agrees, as rental for the leased premises, to construct, operate and maintain a public school in conformity with this lease.

This lease is subject to the following provisions:

1. **UNLAWFUL CONDUCT** – The Lessee agrees that it will not use or cause to be used any part of the leased premises for any unlawful conduct or purpose. The leased premises shall be maintained as a drug and alcohol free environment.

2. **SUBLEASES AND ASSIGNMENTS** – A sublease, assignment, or transfer of this lease or any interest in this lease may be made only with the approval of the Secretary and the written consent of Lessor and the surety or sureties, and then only upon the condition that the assignee or other successor in interest shall agree, in writing, to be bound by each and every covenant, agreement, term and condition of this lease. Any such attempted assignment, conveyance, or transfer, without such written approval shall be void and of no effect. The approval of Lessor may be granted, granted upon conditions, or withheld at the sole discretion of Lessor.

3. **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY** – Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the leased premises by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The Lessor and the Lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the leased premises.

4. **INTEREST OF MEMBER OF CONGRESS** – No member of, or delegate to, Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise herefrom, but this provision shall not be construed to extend to this lease if made with a corporation or company for its general benefit.

5. **VIOLATIONS OF LEASE** – It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 162.

6. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS** – No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

7. **UPON WHOM BINDING** – It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease, and the obligations of it sureties, are to the United States as well as to the Pueblo.

8. **APPROVAL** – It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary.

9. **ADDITIONS** – Prior to execution of this lease, Sections numbered 10 through 25 have been added hereto and by reference are made a part hereof.

## 10. **DEFINITIONS.**

A. “Santo Domingo Pueblo” or “Pueblo” means the Santo Domingo Pueblo, a sovereign American Indian tribe, located in the State of New Mexico.

B. “Removable Personal Property” as used herein shall not include property which normally would be attached or affixed to the buildings, improvements, or land in such a manner that it would become part of the realty, regardless of whether such property is in fact so placed in or on affixed or attached to the buildings, improvements, or land.



C. "Secretary" means the Secretary of the Interior or his authorized representative.

11. **CONDITION OF LEASED PREMISES.**

Lessee has examined and knows the leased premises and no representations as to the condition thereof have been made by the Lessor or an agent of Lessor prior to or at the time of the execution of this lease. Lessee warrants that it has not relied on any warranty or representation made by or for Lessor and enters into this lease based solely upon Lessee's independent investigation.

12. **CONSTRUCTION OF NEW BUILDINGS, IMPROVEMENTS, ALTERATIONS, AND ADDITIONS.**

A. Ownership of Improvements.

(1) During the term of this lease, any and all buildings, structures, improvements, and facilities constructed by Lessee shall belong to and be the property of Lessee subject to the covenants, conditions, and restrictions contained in this lease. Upon the expiration of the term hereof, or upon any earlier termination of this lease, all improvements placed on the leased premises, excluding removable personal property and trade fixtures, shall remain on the leased premises and shall become the property of Lessor. Removable personal property and trade fixtures not removed within ninety (90) days after the date of lease expiration or termination shall become the property of Lessor. At its option, Lessor may require Lessee to remove all or part of the improvements within ninety (90) days after the date of lease expiration or termination and if such improvements are removed, Lessee shall restore the land to a safe and sanitary condition to the satisfaction of the Lessor and the Secretary.

(2) All hazardous substances, hazardous substance storage systems, or hazardous substance conveyance facilities, including but not limited to storage tanks, placed on or under the leased premises are the property of Lessee and shall remain the property of Lessee upon termination of this lease. Within a reasonable time prior to expiration or termination of this lease, Lessee shall remove any such substances or improvements, shall assess the leased premises for contamination, shall remediate all contamination, if any, and shall address any third party damages occasioned by any contamination or otherwise by the use or storage of such substances or improvements on the leased premises. Should Lessee fail to complete such responsibilities prior to the expiration or termination of this lease, Lessee shall remain responsible therefor, and shall be required to post a bond in an amount reasonably required to ensure that such responsibilities are completed within a reasonable time after termination of this lease.

B. Construction. Lessee shall construct a substantially new school facility on the leased premises adequate to accommodate three hundred fifty (350) students, at its sole cost and expense, and at the cost of approximately fifteen million dollars, (\$15,000,000.00). Lessee shall complete construction within five (5) years of the

commencement date of this lease. If Lessee fails to complete construction within such period, the Lessor may, at Lessor's sole option, elect at the end of each lease year, to either:

- (1) cancel the lease, or
- (2) modify the lease to exclude the portion of the leased premises that has not been developed.

All improvements on the leased premises, including any structural remodeling of any existing building, shall be constructed in a good and workmanlike manner, in accordance with the approved plans, and in conformity with all building, fire, safety, structural, environmental and other applicable standards, laws and codes. All parts of buildings or other improvements visible to the public or from adjacent premises shall present a pleasant appearance and all service areas shall be screened from public view. The improvements shall include a stock proof boundary fence around the leased premises. Without the prior approval of Lessor, no temporary or movable buildings shall be erected or used by Lessee on the leased premises except for purposes of the construction contractor(s) during construction activities. Lessor agrees not to unreasonably withhold approval of temporary or movable buildings due to unforeseen circumstances, such as sudden increases in student enrollment, instructional programs or when other events occur that are beyond the Lessee's power of control.

C. Plans and Designs. Before Lessee shall commence the construction of any substantial addition to or alteration or replacement of any building, structure, improvement or facility on the leased premises, Lessee shall submit to Lessor and the Secretary plans and specifications requesting written consent for the construction of the improvements proposed. Lessor and the Secretary shall either approve or state their reasons for disapproval of the plans, architect's design, plats, surveys and specifications within sixty (60) days after submission by Lessee. No change will be made in the plans and specifications after approval, without consent of the Lessor and the Secretary.

D. Performance Bond. Before beginning construction of each improvement, Lessee agrees to provide security to guarantee completion of the improvement and payment in full of claims of all persons for work performed on the project or material furnished for construction of the project. Lessee may provide said security by either:

- (1) Posting a corporate surety bond in an amount equal to the cost of each building or other improvement, said bond to be deposited with the Lessor and a copy of the same with the Secretary and to remain in effect until the improvement is satisfactorily completed, including all punch list items. Said bond shall be conditioned upon the faithful performance of Lessee and shall give all claimants the right of action to recover upon said bond in any suit brought to foreclose mechanics or materialmen's liens against the property; or,

(2) Depositing in escrow with an institution acceptable to the Lessor and the Secretary, negotiable United States Treasury Bonds or cash, in an amount sufficient to pay the entire cost of construction of each building or other improvement then to be erected or installed on the leased premises. The escrow instructions shall include provisions for disbursement in installments upon certification of Lessee's architect, engineer, or contractor as construction progresses. The Lessor and the Secretary shall have access to all information relative to disbursement of funds through said escrow. The escrow instruction shall also provide: that not less than fifteen percent (15%) of such funds shall be withheld by the escrow holder until the period fixed by law for the filing of all mechanics' or materialmen's liens on such improvement shall have expired or until a reputable title company issues a title insurance policy which, in substance, insures the Lessor and Secretary against and loss they shall sustain by reason of any statutory liens for labor or material arising out of any work or improvement described in said escrow instructions; that if mechanics' or materialmen's liens are filed, the funds so withheld shall then be used to discharge such liens; that if no such liens are filed with the statutory period for filing, the withheld funds shall be then disbursed to the Lessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value deposited which might occur due to a decrease in the value of the bonds. Interest on said bonds shall be paid to the Lessee.

E. Notices of Construction Work. Before the commencement of any work of construction of any building, structure or other improvement on the leased premises, or of any substantial repairs, alterations, additions or replacements on the leased premises, Lessee shall give or cause to be given to the Lessor and the Secretary written notice as hereinbefore provided; and Lessee shall post and maintain on the leased premises, or any part thereof, such notices of construction work as may be provided by law.

F. Asbestos. Lessee acknowledges the presence of potentially dangerous asbestos in the existing school buildings on the leased premises, and agrees that all asbestos in buildings to be demolished by Lessee will be removed from the leased premises in conformity with applicable federal law, including without limitation asbestos abatement protocols of the Environmental Protection Agency, and at the sole expense of Lessee.

G. Wells, Disposal Systems, Fuel Storage. No water well, wastewater or sewage disposal system, or fuel storage tank shall be constructed on the leased premises without the prior approval of Lessor and the Secretary. All wells, wastewater or sewage disposal systems, and fuel storage tanks shall be maintained in accordance with applicable federal and tribal standards.

13. **MAINTENANCE OF LEASED PREMISES, UTILITIES, AND COMMUNITY SERVICES.**

A. Maintenance by Lessee. At all times during the term of this lease, Lessee without any cost or expense to Lessor shall keep and maintain the leased premises and every part

thereof, including all improvements, in good order and repair and in a clean, sanitary condition. Lessee at all times shall meet the building fire, health, safety and other codes applicable to public schools in the State of New Mexico. Lessee shall promptly repair or replace all significant damage to the leased premises or school plant, and shall implement systems for preventive maintenance that are substantially equivalent to the preventive maintenance program guidelines of the New Mexico Public School Facilities Authority, whether or not those guidelines apply independently from this lease. Lessee shall provide adequate security measures to protect the leased premises and the improvements thereon from theft and vandalism. Lessee hereby indemnifies and agrees to hold Lessor and the Secretary free and harmless from all liability resulting from all actions, claims, and damages by reason of Lessee's failure to comply with and perform the provisions of this paragraph.

B. Maintenance by Lessor. During the term of this lease, Lessor shall not be required or obligated to maintain or make any changes, alterations, additions, repair, or improvements in, upon or about the leased premises, or any part thereof.

C. Utilities. In addition to the rents hereinbefore provided, Lessee agrees to be solely responsible for and promptly pay for any and all charges for heat, water, gas, electricity, or any other utility used or provided to the leased premises.

D. Community Services. Lessor shall not be responsible for providing any community services to the leased premises including, but not limited to, police protection, fire protection, street maintenance, etc. Lessee shall be solely responsible for providing these services, and hereby indemnifies and agrees to hold Lessor and the Secretary free and harmless from all liability resulting from all actions, claims, and damages arising from or based on Lessee's failure to provide these services or for providing inadequate services.

E. Sanitation. Lessee hereby agrees to comply with all applicable sanitation laws, regulations or other requirements of the United States and the Pueblo. Lessee agrees to dispose of all solid waste in compliance with applicable federal and Pueblo law.

14. **AUTHORIZED USES.**

A. Public School. Lessee shall develop, use and occupy the leased premises for the purpose of constructing, operating and maintaining a public elementary and middle school, playground and athletic field, and related school activities consistent with the principal use of the leased premises for a school. Said school shall be open for free public education for all children within the Bernalillo Public School District. The leased premises shall not be used by Lessee for any other purpose, except with the prior written consent of Lessor and the Secretary. The consent of Lessor may be withheld, granted or granted upon conditions, in the sole discretion of Lessor.

B. Abandonment. If Lessee does not use the leased premises to operate a public school for a continuous period of one (1) year, Lessor may, at Lessor's sole option, elect at the end of such year, to either:

- (1) cancel the lease, or
- (2) modify the lease to exclude the portion of the leased premises not used to operate a public school.

However, this provision shall not apply against the Lessee if the Lessee is forced to move the operation of the public school because of an unforeseen event beyond Lessee's power of control, such as a natural disaster, war, or rebellion, which requires vacating the leased premises until students and staff can be safely returned to the lease premises.

C. Mineral Interests and Water Rights. Nothing in this lease shall be construed as conveying to Lessee any mineral interests or water rights in the leased premises, all of which are expressly retained by Lessor.

15. **LIENS, TAXES, AND ASSESSMENTS.**

A. Liens, Taxes, Assessments. Lessee shall not permit to be enforced against the leased premises, or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay when and as the same become due and payable, all taxes, assessments, licenses fees, and other like charges levied during the term of this lease upon or against the leased premises, or any interest therein or property thereon for which either the Lessee or Lessor may become liable. Upon written request, the Lessee shall furnish the Lessor and the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, tax, or assessment against the leased premises by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and any interest therein and improvements thereof from any and all claims, taxes, assessments and like charges and from any lien thereof or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor and the Secretary shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee.

B. Lessor's Paying Claims. Lessor shall have the option to pay any lien or charge payable by Lessee under this lease, or settle any action therefore, if the Lessee after written notice from Lessor or Secretary fails to pay or to post bond against enforcement. All such sums paid by Lessor as well as all costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand with interest at the rate of twelve percent (12%) per annum from date of payment until repaid. Failure to make such repayment on demand shall constitute a breach of the covenants of this lease.

16. **INDEMNIFICATION AND INSURANCE.**

A. Indemnification. Neither the Lessor nor the Secretary, nor their officers, agents, and employees shall be liable for any loss, damage, or injury of any kind whatsoever to the person or property of the Lessee or any other person, arising from any cause whatsoever that shall occur in any manner in, on, or about the leased premises, or arising from the condition of the leased premises or from any defect in the construction, maintenance, or operation of any improvement on the leased premises or from any accident, fire or other casualty on or about the leased premises. To the extent permitted by law and subject to the immunities provided by law, including those provided in the New Mexico Tort Claims Act, Lessee agrees to indemnify and hold harmless Lessor and the Secretary from any and all such liability and claims for damages or injuries of every kind and nature that might be made or judgment which might accrue or be rendered against Lessor or the Secretary for or on account of any such action or omission of Lessee. Notwithstanding the foregoing, if losses, liabilities, damages, liens, costs and expenses so arising are caused by the concurrent negligence of both Lessor and Lessee, their employees, agents, invitees and licensees, Lessee shall indemnify Lessor only to the extent of Lessee's own negligence or that of its agents, employees, invitees or licensees, to the extent permitted by New Mexico law and subject to the immunities provided by New Mexico law. Subject to the immunities provided by law and only to the extent of the policy limits of any applicable liability insurance of Lessor in effect, Lessor shall indemnify Lessee for liability and claims for damages or injuries asserted by third parties to the extent based on Lessor's negligence or that of its agents, employees, invitees or licensees.

B. General Liability Insurance. At all times during the term of this lease, Lessee shall carry a general liability insurance policy issued by and binding upon insurance companies approved by and brokered through the New Mexico Public School Insurance Authority and consistent with the requirement of the New Mexico Tort Claims Act. Evidence, acceptable to the Lessor and the Secretary, of such coverage or a change in coverage or cancellation or non-renewal shall be furnished to the Lessor and a copy of the same to the Secretary. Lessor and the United States shall be named as an additional insured in respect to this lease. This coverage shall be primary as to Lessor and the United States, and not contributing with any other insurance or similar protection available to Lessor or the United States, whether said other available coverage be primary, contributing or excess. Lessee shall notify Lessor and the Secretary without delay of any occurrence which might precipitate the filing of a claim against the insured.

C. Fire and Damage Insurance.

(1) Lessee shall, from the date of approval of this lease and continuing during the life of its term, carry fire and property damage insurance with extended coverage endorsements, to include vandalism, and reflecting the parties' insurable interests, covering 100% of the replacement cost of all improvements on the leased premises. Evidence, acceptable to the Lessor and the Secretary, of such coverage or a change in

coverage or cancellation or non-renewal shall be furnished to the Lessor and a copy of the same to the Secretary. Lessee shall notify the Lessor and the Secretary without delay of any occurrence which might require filing of a claim with the insurer. Lessee shall pay all premiums and other charges for such insurance.

(2) Lessee hereby agrees that damage to or destruction of any buildings or improvement on the leased premises at any time by fire or any other casualty whatsoever shall not cause termination of this lease or authorize Lessee or those claiming by, through, or under it to quit or surrender possession of the leased premises or any part thereof, and shall not release Lessee in any way from its liability to pay Lessor the rents hereinabove provided for or from any other agreements, covenants, or conditions of this lease.

(3) In the event of damage to any improvements on the leased premises, Lessee shall either reconstruct the improvement in compliance with applicable laws and building regulations and in accordance with plans to be approved pursuant to Section 12 Paragraph C of this lease entitled "Plans and Designs," with such reconstruction to commence within one (1) year after the damage occurs, or remove the structure or improvement from the leased premises within one (1) year after the damage occurs. Lessee shall deposit in escrow with an institution approved by the Secretary all insurance proceeds. Escrow instructions shall include provisions that all funds so deposited shall be used to either reconstruct or remove the damaged improvements, and funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's, or contractor's certificates or shall be disbursed during the progress of removal in accordance with instruction from Lessee. All money in escrow, after reconstruction or removal has been completed shall be paid to Lessee. If a default under this lease has taken place, said money shall remain in escrow as security for performance by Lessee until said default is corrected, after which, funds remaining shall be paid to Lessee. If Lessee does not correct the default, said funds shall be paid to the Lessor.

17. **EMINENT DOMAIN.**

A. If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of eminent domain, then and in every such case the leasehold estate and interest of the Lessee in the leased premises so taken shall forthwith cease and terminate. All compensation awarded by reason of the taking of the leased premises shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking, unless an encumbrance of the leasehold has been approved by the Secretary, in which case the compensation or award, only insofar as it is awarded for damages to the improvements on the leased premises, to the extent of the unpaid balance of any approved encumbrance, shall be paid to the encumbrancer. As between Lessor and Lessee or sublessor and sublessee, if such amount exceeds the amount to which Lessee or sublessee is entitled under the other terms of this lease, Lessee or sublessee shall pay any such excess to Lessor or sublessor, as appropriate.

B. If after condemnation, continuation of this lease is no longer feasible, the lease may be terminated by agreement of the parties, subject to the approval of the Secretary.

18. **HOLDING OVER, INSPECTION, DELIVERY OF PREMISES.**

A. Holding Over. Holding over by the Lessee after the termination or expiration of this lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the leased premises.

B. Inspection. The Lessor and the Secretary and their authorized representatives shall have the right, at any reasonable time during the term of this lease, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon, including the right to observe classes, so long as reasonable notice is provided to Lessee and such inspection does not disrupt the operation of the school or the educational process.

C. Delivery of Premises. At the termination or expiration of this lease, Lessee will peaceably and without legal process deliver up the possession of the leased premises in good condition, usual wear and acts of God excepted.

19. **GOVERNMENTAL REGULATIONS.**

A. Termination of Federal Trust. Nothing contained in this lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the land during the term of this lease; however, such termination shall not serve to abrogate this lease. In the event of such termination, all powers, duties, or other functions of the Secretary shall terminate, and the sole responsibility for enforcing compliance with the covenants of this lease shall be assumed by the Lessor.

B. Archaeological, Cultural, and Historic Resources Protection. Lessee agrees that whenever in the course of construction of improvements on the leased premises, any indication of heretofore undetected subsurface sites of archaeological, cultural or historic resources is brought to light, the construction shall be halted and the involved area reevaluated by a qualified archaeologist acceptable to the Secretary, to prevent inadvertent destruction of such non-renewable resources. The Lessee shall comply with the recommendations for mitigation made by the archaeologist and approved by the Secretary. The cost of any required archaeological reevaluation and mitigation shall be borne by the Lessee and any archaeological, cultural or historic artifacts which may be salvaged shall be delivered to the Secretary for appropriate disposition.

C. Regulations, Ordinances, Statutes. Lessee shall, at Lessee's sole cost and expense, comply with all applicable statutes, ordinances and regulations of county, municipal, state, federal, and tribal governmental authorities having jurisdiction over the leased premises or the Santo Domingo School now in force or which may hereafter be in force. Nothing in this paragraph or any other provision of this lease shall be construed as constituting the consent of the Pueblo or the Secretary to the application of county,



municipal, or state law that does not otherwise apply on the leased premises independently from this lease.

D. Environmental Protection Requirements.

(1) General Requirements. Lessee at its sole expense shall be responsible for satisfying all federal, state, and/or tribal environmental protection requirements to the extent they may be applicable to the leased premises. It is further agreed that Lessee will furnish the Lessor and the Secretary a copy of all environmental assessments, environmental impact statements or reports that Lessee or its representatives may file with federal, state, or tribal governmental authorities for consideration, and that Lessee will furnish the Lessor and the Secretary a copy of the governmental ruling on such documents.

(2) Environmental Contamination. Lessee shall continue to be responsible for any environmental contamination of the leased premises that was released or placed on the leased premises by or under the authority of Lessee or its agents during the term of any expired lease of the leased premises by Lessee. Lessee is further responsible for any environmental contamination that is released or placed on the leased premises by or under the authority of Lessee or its agents during the term of this lease. Lessee shall not be responsible for any environmental contamination that is released on the leased premises by Lessor or that migrates onto the leased premises from outside the leased premises from a source other than Lessee.

(3) Hazardous Substances. Lessee shall not cause or permit any hazardous substance to be used, stored, generated or disposed of on or in the leased premises without the prior written approval of Lessor, which approval may be given, given upon conditions or denied in the sole discretion of Lessor. Without limitation of the foregoing, if Lessee causes or permits the presence of any hazardous substance on the leased premises and such results in contamination to the leased premises or any building or other improvement thereon, Lessee shall promptly take any and all actions necessary or appropriate to restore the leased premises or building or other improvement to the condition existing prior to the presence of any such hazardous substance on the leased premises. Lessee shall obtain written approval from Lessor prior to commencement of any such remedial action.

20. **JURISDICTIONAL MATTERS.**

A. Lessor and Lessee enter into this lease on a government to government basis, not as a commercial business lease between private parties. By entering into this lease, Lessor does not consent to or submit itself or its members to the governmental authority of the State of New Mexico, Lessee, or any other political subdivision or agency of the State of New Mexico. Neither party waives any rights, including but not limited to: treaty rights, immunities, or jurisdictional defenses, or defenses based on other law protecting status.

B. Nothing in this lease shall be construed to affect or diminish in any respect the civil or criminal jurisdiction of the Pueblo as a sovereign government (including without limitation its taxation power) or its authority to exercise dominion and control over the leased premises or over the conduct or property of any person, whether a member or non-member of the Pueblo, occurring within or located on the leased premises. The Pueblo expressly reserves all such jurisdiction and authority to the fullest extent permitted by federal law.

C. Nothing in this lease shall be construed as a recognition by either of the parties hereto of any right in the State of New Mexico or any of its political subdivisions to tax the Pueblo or its land or the property or income of any of member of the Pueblo or other Indian residents within the Pueblo lands or any other property of the Pueblo or its members in the State of New Mexico now exempt from taxation, nor to allow the State of New Mexico to impose any tax whatsoever from which the Pueblo, its members, or other Indian residents on Pueblo lands are now exempt. Furthermore, this lease is not to be nor shall it be construed as any extension of the jurisdiction of the State of New Mexico over the Pueblo, its members, or the property of either the Pueblo or its members.

D. This lease authorizes Lessee to use the leased premises exclusively for a public school, and shall not be construed to grant any right of access to any Pueblo lands (including the leased premises) to Lessee for any other purpose, or to the general public for any purpose; provided that Lessee may permit its employees and members of the general public to enter and be on the leased premises for purposes directly related to operations of the School.

E. The right of any entity or natural person, whether member or non-member of the Pueblo, to use or be present on the leased premises is conditioned on that entity's or person's compliance with all laws, customs and traditions of the Pueblo, including without limitation the tax laws of the Pueblo, to the fullest extent permitted by federal law; and the Pueblo reserves its right as landowner and as a sovereign government to exclude any such entity or natural person from the leased premises for violation of the laws, customs and traditions of the Pueblo.

F. The Pueblo shall not exercise the powers reserved by this section: (a) in a manner that would materially impair or impede the exercise by Lessee of its right to use the leased premises as a public school, (b) to impose the legal incidence of any tax directly on Lessee, or (c) to assert judicial jurisdiction over claims of any person against Lessee.

G. Lessee acknowledges that the Pueblo has entered into a cooperative agreement with the New Mexico Department of Taxation and Revenue ("NMTRD") pursuant to NMSA 1978, § 9-11-12.1 relating to gross receipts taxes of the Pueblo and the State and providing for administration of the reciprocal gross receipts tax credits described in NMSA 1978, § 7-9-88.1. For so long as that cooperative agreement is in effect, Lessee agrees to instruct all non-Santo Domingo businesses (as defined by the cooperative agreement) that sell or lease property to Lessee or provide services to Lessee through transactions for which the taxable situs is on the leased premises to report their receipts to

NMTRD using location code 29-974 or the successor code adopted by NMTRD for such transactions.

21. **UTILITY SERVICE LINE AGREEMENTS.**

A. Lessee shall have the right to enter into service line agreements with utility companies to provide utility services within the leased premises, including but not limited to gas, water, electricity, telephone, television, internet access, and sewer facilities, necessary to the full enjoyment of the leased premises and the development thereof in accordance with the provisions of this lease, which agreements shall be binding upon any sublessee or other occupant of the leased premises. Such service line agreements shall be confined to the installation, maintenance, and operation of utility service lines located within the leased premises, and shall not extend beyond the term of this lease. Upon entering into any such agreement, Lessee shall furnish Lessor and the Secretary executed copies thereof together with a plat or diagram showing the true location of the utility lines to be constructed in accordance therewith. All such agreements shall be valid only if approved by Lessor and the Secretary.

No sublessee shall have the right to enter into such service line agreements, and this limitation shall be inserted in all subleases. Sublessee shall, however, have the right to contract for utility services.

B. Nothing in this lease shall be construed as granting Lessor's consent to any right-of-way over tribal land for any purpose. Nothing contained herein shall be construed to limit the right of Lessor to approve rights-of-way or enter into other agreements with utility companies for utility lines across the leased premises, provided that such utility lines do not unreasonably interfere with Lessee's use of the leased premises.

22. **ENCUMBRANCE**

A. This Lease or any interest therein may not be encumbered without the prior written approval of Lessor and the Secretary, and no such encumbrance shall be valid or binding without such prior written approval. An encumbrance shall be confined to the leasehold interest of Lessee, and shall not jeopardize in any way Lessor's interest in the land. Lessee agrees to furnish any requested financial statements or analyses pertinent to the encumbrance that Lessor and the Secretary may deem necessary to justify the amount, purpose and terms of said encumbrance.

B. In the event of default by Lessee of the terms of an approved encumbrance, the encumbrancer may exercise any rights provided in such approved encumbrance, provided that prior to any sale of the leasehold, the encumbrancer shall give to Lessor and the Secretary notice of the same character and duration as is required to be given to Lessee by the terms of such approved encumbrance and by applicable law. In the event of such default, Lessor shall have the right, which may be exercised at any time prior to the completion of sale, to pay to the encumbrancer any and all amounts secured by the

approved encumbrance, plus unpaid interest accrued to the date of such payment, plus expenses of sale incurred to the date of such payment.

C. If Lessor exercises the above right, all right, title and interest of Lessee in this lease shall terminate and Lessor shall acquire this lease; provided, however, that such termination shall not relieve Lessee of any obligation or liability which shall have accrued prior to the date of termination. Acquisition of this lease by Lessor under these circumstances shall not serve to extinguish this lease by merger or otherwise.

D. If Lessor declines to exercise the above right and sale of the leasehold under the approved encumbrance shall occur, the purchaser at such sale shall succeed to all of the right, title and interest of Lessee in this lease. It is further agreed that the purchaser at such sale if it is the encumbrancer, the encumbrancer may sell and assign this lease without any further approval by Lessor and the Secretary, provided that the assignee shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this lease, and no such assignment shall be valid unless and until the assignee shall so agree. If the encumbrancer is the purchaser, it shall be required to perform the obligations of this lease only so long as it retains title thereto. If the purchaser is other than the encumbrancer, the purchaser shall agree in writing to be bound by all the covenants, agreements, terms and conditions of this lease, and no such purchase shall be valid unless and until purchaser shall so agree.

23. **DEFAULT.**

A. Time is declared to be of the essence in this lease. Should Lessee default in any payment of monies when due under this lease, fail to post bond or be in violation of any other provision of this lease, said violation may be acted upon by the Secretary in accordance with the provisions of 25 C.F.R. part 162, including any amendments or successors thereto.

B. In addition to the rights and remedies provided by the aforementioned regulations, Lessor and the Secretary, either jointly or severally, may exercise the following options upon Lessee's default, authorized by applicable law subject to the provisions of paragraph D below:

(1) collect, by suit or otherwise, all monies as they become due hereunder, or enforce by suit or otherwise, Lessee's compliance with all provisions of this lease; or

(2) re-enter the leased premises if the Lessee has abandoned the leased premises pursuant to Section 14 Paragraph C, and remove all persons and property therefrom, and re-let the leased premises without terminating this lease as the agent and for the account of Lessee, but without prejudice to the right to cause the termination of this lease under applicable law thereafter, and without invalidating any right of Lessor or the Secretary or any obligations of Lessee hereunder. The terms and conditions of such re-letting shall be in the sole discretion of Lessor, who shall have the right to alter and repair the premises as it deems advisable and to re-let with or without any equipment or

fixtures situated thereon. Rents from any such re-letting shall be applied first to the expense of reletting, collection, altering and repairing, including reasonable attorney's fees and any reasonable real estate commission actually paid, insurance, taxes and assessments and thereafter toward payment to liquidate the total liability of Lessee. Lessee shall pay to Lessor monthly when due, any deficiency and Lessor or the Secretary may sue thereafter as each monthly deficiency shall arise; or

(3) take any other action authorized or allowed under applicable law.

C. No waiver of a breach of any of the terms and conditions of this lease shall be construed to be a waiver of any succeeding breach of the same or any other term or condition of this lease. Exercise of any of the remedies herein shall not exclude recourse to any other remedies, by suit or otherwise, which may be exercised by Lessor or the Secretary, or any other rights or remedies now held or which may be held by Lessor in the future.

D. Lessor and the Secretary, as the case may be, shall give to an approved encumbrancer a copy of each notice of default by Lessee at the same time as such notice of default shall be given to Lessee. Lessor and the Secretary shall accept performance by an approved encumbrancer of any of Lessee's obligations under this lease, with the same force and effect as though performed by Lessee. An approved encumbrancer shall have standing to pursue any appeals permitted by applicable federal or tribal law that Lessee would be entitled to pursue. Neither Lessor nor the Secretary shall terminate this lease if an approved encumbrancer has cured or is taking action diligently to cure Lessee's default and has commenced and is pursuing diligently either a foreclosure action or an assignment in lieu of foreclosure.

## 24. **DISPUTE RESOLUTION.**

A. Any dispute or controversy that arises between the parties to this lease as to the interpretation of any part of the lease or as to whether or not the terms of the lease are being performed (a "Dispute") shall be resolved through the procedures described in this section; provided that nothing in this section shall be construed as limiting any authority of the Secretary under federal law to remedy any breach of this lease.

B. The parties shall first attempt to resolve the Dispute through direct negotiations. Only if those negotiations are unsuccessful, either party may initiate arbitration by delivering a written demand for arbitration to the other party. Lessor and Lessee shall each appoint an arbitrator within thirty (30) days of delivery of the written demand for arbitration, and the two appointed arbitrators shall jointly appoint a third arbitrator. The three arbitrators so appointed shall meet within fourteen (14) days of the appointment of the third arbitrator, shall set a date for a hearing, and shall establish any pre-hearing procedures. At the hearing both parties shall have a fair opportunity to present the facts and legal arguments they contend are relevant to the Dispute. The arbitrators shall base their decision on the hearing.

C. All decisions of the arbitrators shall require at least two affirmative votes in support of the decision. The arbitrators shall have the authority to enter an order declaring the rights and obligations of the parties under this lease, but shall have no authority to order either party to pay monetary damages to the other party. The decision of the arbitrators on questions of fact shall be final and shall be binding between Lessor and Lessee.

25. **MISCELLANEOUS.**

A. Payments and Notices. All notices, payments and demands, shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing. Notices and demands shall be delivered in person or sent by registered mail. Service of any notice or demand shall be deemed complete on the date actually received. Copies of all notices and demands shall be sent to the Secretary in care of the Superintendent, Southern Pueblos Agency.

B. Force Majeure. Whenever under this lease a time is stated within which or by which original construction, repairs, or reconstruction of improvements shall be completed, and if during such period a general or sympathetic strike or lockout, war or rebellion or some other event occurs that is beyond Lessee's power of control, the period of delay so caused shall be added to the period allowed herein for the completion of such work.

C. Employment Preference. Lessee agrees to give a preference to members of Santo Domingo Pueblo in recruiting, hiring, and training individuals for employment positions that include work on the leased premises and for which the individuals are qualified or can reasonably be trained to qualify.

D. Compliance Review. Lessor and/or the Secretary may periodically conduct a compliance review of this lease and may specify, in writing, any incidents of noncompliance. Lessor and/or the Secretary will provide a copy of the written compliance review report to Lessee by certified mail, including a description of any requested curative actions by Lessee. Within ninety (90) days from the certified delivery of the compliance report, Lessee shall either initiate the dispute resolution procedures of Section 24 of this lease or shall take the curative actions that are capable of being completed within ninety (90) days. If the nature of the noncompliance is such that more than ninety (90) days are reasonably required for its cure, then Lessee shall commence to cure the noncompliance within the ninety (90) day period and thereafter diligently prosecute such cure to completion.

E. Notices. The addresses of Lessor, Lessee and other persons to whom notices authorized or required by this lease shall be sent until further notice are:

President

Board of Education of Bernalillo Municipal Public School District No. 61  
224 N. Camino del Pueblo

Bernalillo, NM 87004

Governor  
Pueblo of Santo Domingo  
P.O. Box 99  
Santo Domingo, NM 87052

Superintendent  
Bernalillo Public Schools  
224 N. Camino del Pueblo  
Bernalillo, NM 87004

Secretary of the Interior  
c/o Superintendent Southern Pueblos Agency  
1001 Indian School Road, NW  
Albuquerque, NM 87104

F. Amendments. This lease shall not be altered or amended except by instrument in writing executed and agreed upon by Lessor, Lessee, and the Secretary.

G. Governing Law. Except as prohibited by applicable federal law, the law of the Pueblo shall govern the construction, performance and enforcement of this lease.

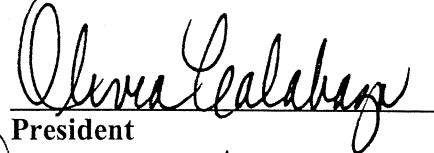
H. Sovereign Immunity. Nothing in this lease shall be construed or applied as constituting a waiver, express or implied, of the sovereign immunity of the Pueblo or of the State of New Mexico.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the 26<sup>th</sup>  
day of December, 2012.

**BOARD OF EDUCATION OF BERNALILLO  
PUBLIC SCHOOL DISTRICT No. 61,**

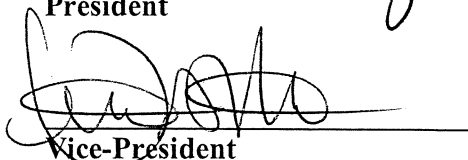
Lessee

By:

  
President

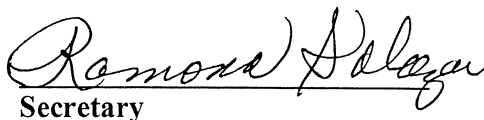
Date:

12/20/12

  
Vice-President

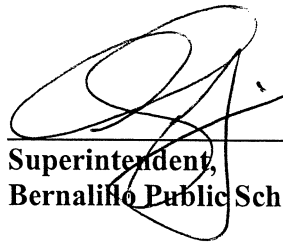
Date:

12/20/12

  
Secretary

Date:

12/20/12

  
\_\_\_\_\_  
Superintendent,  
Bernalillo Public Schools

Date: 12/20/12

**PUEBLO OF SANTO DOMINGO,  
Lessor**

By:   
\_\_\_\_\_  
Sisto Quintana, Governor

Date: 12/14/12

  
\_\_\_\_\_  
Daniel Coriz, Lt. Governor

Date: 12/14/12

**Secretarial Approval:**

\_\_\_\_\_  
Superintendent, Southern Pueblos Agency  
Bureau of Indian Affairs  
U.S. Department of the Interior

Date: \_\_\_\_\_

Delegation Orders: \_\_\_\_\_  
\_\_\_\_\_



# ATTACHMENT A

Northwest boundary coincides with existing southeast boundary of School tract. Northeast boundary follows SR 22. Southwest boundary is continuation of fence line along existing Southwest boundary of School tract. Southeast boundary is located so that Tract 4 contains 20 acres, more or less.

© 2012 Google

Google earth

# ZUNI PUBLIC SCHOOL DISTRICT #89

P. O. DRAWER A, 12 TWIN BUTTES DR.

ZUNI, NM 87327 PH: 505-782-5511 FAX: 505-782-5870

SUPERINTENDENT

Hayes Lewis



BOARD OF EDUCATION

Mr. George DeVries, President  
Mrs. Carmelita A. Sanchez, Vice-President  
Ms. Virginia R. Chavez, Secretary  
Mr. Tyler Lastiyano, Member  
Ms. Audrey A. Semplicio, Member

December 12, 2012

Mr. Bob Gorrell  
Director  
Public School Facilities Authority  
1312 Gold, SE  
Albuquerque, New Mexico 87106

Subject: Extension request for land lease deadline

Dear Mr. Gorrell:

On behalf of the Zuni Board of Education, I respectfully request a 45 day extension to the land lease deadline identified in the Memorandum of Understanding for the proposed new combined elementary school. The deadline indicates that the land lease for 50 years must be in effect by January 1, 2013. I request an extension until February 15, 2013 for the following reasons:

1. There were four sites identified for the proposed new elementary. While the tribe dedicated acreage at the "Fair Grounds" site, the site was initially too restrictive at 16.5 acres and there was some community opposition because the existing playing fields would no longer be available for community use. The other sites were reviewed and while these sites have ample acreage, (20+) all require substantial utility and access infrastructure development as well as land clearance and leveling. These costs limited our choices and one of the proposed sites also requires extensive traditional properties clearances and mitigation. Another site (Old Zuni High School site) was favored. However, the cost to purchase family assigned lands would be prohibitive and family politics is a reality for that site. Since none of these sites were acceptable, we met with the tribal Council to seek additional acreage at the "Fair grounds" site. The request for additional acreage was agreed upon by the tribal Council at a meeting held on 12/4/12. This additional acreage at the Fair Grounds site will bring the total acreage available to over 23 acres.
2. Benefits of selected site: The fairgrounds site has several benefits. It is the site identified and approved with the award. With the additional acreage, the site will allow ample ingress/egress, parking, and recreational fields near the proposed facility. A 14 inch water main is located near the property line and parallels Highway 53. The water main also crosses to the north in an adjacent field. The sewer line is located nearby as are the three phase power and fiber optic connections. Bus routes to the site will be located off of tribal route 301 N. on the north side of the property.
3. Surveys required: The following surveys and assessments will be accomplished: plat and property survey; topographical survey; soils survey; environmental impact assessment; traditional cultural properties survey and report. The Fairgrounds site is the most feasible site for the proposed combined elementary school. Mr. Paul Meyer, ZPSD Director of Operational Support has been tasked to arrange for all surveys to be conducted in an expedited manner. The property, topographical, and soils surveys will be accomplished under contract by Dyron Murphy

ACADEMIC EXCELLENCE COMMUNITY CONTROL PARENT INVOLVEMENT

Zuni Public School District is an Equal Opportunity Employer  
The Zuni Public School District is a drug –free, tobacco-free district.

Mr. Bob Gorrell  
Page 2

Architects. They are a qualified CES provider. The environmental assessment will be conducted by EMI, another CES qualified provider and a Traditional Cultural Properties survey will be accomplished locally by the Zuni Conservation Enterprise. We anticipate having these surveys completed by the end of December, 2012. Mr. Andrew Othole, Director of the Tribe's Office of Planning and Development will provide GPS drawings of the expanded Fairgrounds site with overlays for utilities.

4. Tribal Council commitment to lease: The Zuni Tribal Council has verbally committed to a 50 year lease of the fairgrounds property and has instructed me to work with Mr. Othole to develop a draft resolution for this purpose. I have begun this activity and look toward to presenting a draft transfer resolution to the tribal Council for review by 12/17/12.
5. 50 year lease: The Zuni Tribal Council has verbally committed to a 50 year lease for the site and provided a similar assurance for the hearings requesting support for this project. The lease terms and conditions will be included in the transfer documents and tribal resolution.

We are confident that the required surveys, assessments and transfer documents will be substantially completed by the end of December and finalized in January 2013. Please contact me if there are any questions. I may be reached at (505) 782-5511 ext. 6001, or [hayes.lewis@zpsd.org](mailto:hayes.lewis@zpsd.org).

Thank you for your consideration and support in this request.

Sincerely,

Concurred:

---

Hayes A. Lewis, Superintendent  
Zuni Public School District #89

---

Arlen P. Quetawki, Sr., Governor  
Pueblo of Zuni

Cc: Kelly Jernigan, Regional Manager, NMPSFA, 640 South Boardman Drive, Gallup, NM 87305  
Paul Meyer, Director of Operational Support, ZPSD  
Martin Romine, Director of Finance, ZPSD  
Andrew L. Othole, Director, Office of Planning & Development, Pueblo of Zuni

**ZUNI TRIBE  
ZUNI, NEW MEXICO**

**LEASE**

LEASE NO.: \_\_\_\_\_

CONTRACTOR ID NO.: \_\_\_\_\_

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D. by and between the Zuni Tribe of P.O. Box 339, Zuni New Mexico 87327, hereinafter called the “Lessor,” and Board of Education of the Zuni Public School District, of P.O. Drawer A, Zuni, New Mexico 87327, hereinafter called the “Lessee” under the provisions of the Act of August 9, 1955, 25 USC 415, as amended, and as implemented by 162 – Leasing and Permitting of the Code of Federal Regulations, Title 25 – Indians, and any amendments thereto which by reference herein are made a part hereof.

**ARTICLE I**

**DEFINITIONS**

Section 1.01. Secretary of the Department of the Interior.

“Secretary” means the Secretary of the Interior of the United States of America or his authorized representative, delegate, or successor.

Section 1.02. Zuni Tribe.

“Zuni Tribe” means the Zuni Tribe, Zuni Indian Reservation, a sovereign American Indian tribe organized pursuant to the Act of June 18, 1934 (48 Stat. 984), as amended, located in the State of New Mexico.

Section 1.03. Removable Personal Property.

“Removable Personal Property” as used herein excludes property which normally would be attached or affixed to the buildings, improvements, or land in such a manner that it would become a part of the realty, regardless of whether such property is in fact so placed in or on or affixed or attached to the buildings, improvements, or land.

**ARTICLE II**

**LEASED PREMISES**



Section 2.01. Description of the Leased Premises.

For and in consideration of the rents, covenants, and agreements hereinafter provided, the Lessor hereby lets and leases unto the Lessee the land and premises described as follows, to wit:

a certain tract of land located within Section 23, T10N, R19W, New Mexico Principal Meridian, Zuni Indian Reservation, McKinley County, New Mexico, containing 23.00 \_\_\_\_\_ acres, more or less, and is more particularly described on Exhibit "A" attached hereto and made a part hereof. Exhibit "A" is a Boundary Survey plat completed by \_\_\_\_\_ Dyron Murphy Architects signed by \_\_\_\_\_ dated \_\_\_\_\_

Section 2.02. Condition of Leased Premises.

Lessee has examined and knows the leased premises and no representation as to the condition thereof have been made by the Lessor or any agent of Lessor prior to or at the time of the execution of this lease and Lessee warrants that it has not relied on any warranty or representation made by or for Lessor but solely upon Lessee's independent investigation.

ARTICLE III

TERM

Section 3.01. Term.

The term of this lease shall be Fifty (50) years beginning on date approved by the Lessor.

ARTICLE IV

PURPOSE

Section 4.01. Purpose.

Lessee, for and in consideration of this lease and the demise of the said premises by Lessor to Lessee, hereby agrees and covenants with Lessor to use and occupy the said leased premises for the following purpose: For construction and development of a K to Grade 5 elementary school facility, operation and maintenance of said school facility, including but not limited to recreational activities, parking and access. Said school shall be open for free education of all children within the Zuni Public School District.

Lessee shall not use or permit or suffer the use of the leased premises for any other business or for any unlawful conduct or purpose.

ARTICLE V

## RENT

### Section 5.01. Rental.

It is agreed by the parties hereto that the first year of this lease shall be a development period during which Lessee will construct improvements described at Article VII of this lease and during said period, Lessee shall pay no rent.

The Lessee, in consideration of the foregoing, covenants and agrees to pay in lawful money of the United States to the Zuni Tribe, at P.O. Box 339, Zuni, New Mexico 87327 or such other places as designated by Lessor, the sum of Two Hundred Fifty Dollars (\$250.00) each year, in advance. Lessee shall pay the annual rental beginning the second year of the lease and on the same day of each year thereafter during the term of this lease.

### Section 5.02. Rental Adjustments.

The rental provision in this lease shall be increased by four percent (4%), compounded, every five years during the term of the lease.

### Section 5.03. Past Due Rent.

All rentals called for hereunder shall be paid without prior notice or demand. Rental unpaid after the due date shall bear interest at eighteen percent (18%) per annum from the date it becomes due until paid, but this provision shall not be construed to relieve the Lessee from any default in making any rental payment to the time and in the manner herein specified.

### Section 5.04. Future Rental Deliveries.

While the leased premises are in trust or restricted status, the Secretary may in his discretion, and upon notice to the Lessee, suspend the direct rental payment provisions of this lease in which event the rental shall be paid to the official of the Bureau of Indian Affairs having jurisdiction over the leased premises.

## ARTICLE VI

## SURETY BOND

### Section 6.01. Surety Bond.

Upon approval of this lease by the Secretary, the Lessee shall post a bond satisfactory to the Secretary in an amount equal to one year's rental to guarantee Lessee's obligations under this Lease. In the alternative, Lessee may furnish a certificate of deposit, irrevocable letter of credit, corporate surety bond, negotiable Treasury security, assignment of savings account or other form of liquid, non-volatile security, which must have a face or market value equivalent to the bond and be payable to the Secretary or accompanied by a statement giving the Secretary authority to redeem or sell such security in case of a violation of the terms and conditions of this Lease. The

bond shall be maintained at all times in the amount specified above. The bond shall be deposited with the Secretary, on which interest shall not accrue or be paid. The bond shall specify that it is to cover the obligations under this Lease.

## ARTICLE VII

### IMPROVEMENTS, ALTERATIONS, ADDITIONS

#### Section 7.01. Improvements and Completion of Development.

As a material part of the consideration for this lease, Lessee, at its sole cost and expense, agrees to complete or caused to be completed construction of the following buildings and improvements on the leased premises at the cost of having the values specified and is accordance with the following schedule: Within one (1) year after the approval of this lease, Lessee agrees to construct a school building and related structures, improvements and facilities, consisting of approximately 89,000 square feet having an actual cost value of not less than Twenty-three Million Dollars (\$23,000,000.00) and described as Exhibit "B" – Plans and Designs, attached hereto and made a part hereof, upon completion by the Lessee.

If the Lessee fails to complete improvements, development and construction within such period set out hereinbefore, the Lessor, may at Lessor's sole option elect at the end of each lease year, to either:

- A. Cancel the lease, or
- B. Modify the lease to exclude that portion of the leased premises that has not been developed.

#### Section 7.02. Plans and Designs.

Before Lessee shall commence the construction of any building, structure, improvement or facility on the leased premises, or any substantial addition to or alteration or replacement of any such building, structure, improvement or facility, in excess of \$100,000.00, Lessee shall submit to Lessor and the Secretary Plans and specifications requesting written consent for the construction of the improvements proposed. Lessor and the Secretary shall either approve or state their reasons for disapproval of the general plans, architect's design, plats, surveys, and specifications within thirty (30) days after submission of Lessee. No change will be made in the plans and specifications, after approval, without consent of the Lessor and the Secretary. In the event Lessor and the Secretary do not approve plans and designs submitted by Lessee, Lessee may terminate this lease without further obligation.

All buildings, structures, improvements, and facilities constructed or installed upon the leased premises by Lessee and any and all subsequent changes and alterations therein and additions thereto and replacements thereof shall be done without cost or expense or liability to

Lessor, and shall be constructed in accordance with International Building Code, IBC 2009 (or the current version as adopted by the state of New Mexico.)

#### Section 7.03. Notices of Construction Work.

Before the commencement of any work of construction of any building, structure or other improvement on the leased premises, or of any substantial repairs, alterations, additions or replacements in and about the leased premises, Lessee shall give or cause to be given to the Lessor and the Secretary written notice as hereinbefore provided; and Lessee shall post and maintain on the leased premises, or any part thereof, such notices of construction work as may be provided by law.

#### Section 7.04. Ownership of Improvements.

During the term of this lease, any and all buildings, structures, improvements approved to be placed or constructed by Lessee shall belong to and be the property of Lessee subject to the covenants, conditions and restrictions contained in this lease. Upon the expiration term hereof, or upon any earlier termination of this lease, Lessor, at the sole option of Lessor, permit Lessee to remove from said leased premises any buildings or structures which are wholly-owned by Lessee, within ninety (90) days of the date of such expiration or termination; provided that if such improvements are removed, Lessee shall restore said leased premises to a safe and sanitary condition to the satisfaction of the Lessor and the Secretary. At least two years prior to the expiration of this lease, Lessee agrees to conduct an environmental site assessment using the ATMS Standards for Phase I Environmental Site Assessment Process to identify any contaminants requiring specialized handling and disposal. Lessee shall submit to Lessor and the Secretary the findings report of the Phase I Environmental Site Assessment, and a Mitigation Plan for the disposal of any such hazardous contaminants. Lessor and the Secretary shall provide their approval or disapproval of the Mitigation Plan within thirty (30) days. The Lessor may accept any buildings, structures, or other improvements that Lessee certifies to be safe and free from any hazardous materials and desires to transfer ownership to the Lessor.

#### Section 7.05. Performance Bond.

Before beginning construction of each improvement, Lessee agrees to provide security to guarantee completion of the improvements and payment in full of claims of all persons for work performed on or materials furnished for construction. Lessee may provide said security by either:

- A. Posting a corporate surety bond in an amount equal to the cost of each building or other improvement. Said bond to be deposited with the Lessor and a copy of the same with the Secretary and to remain in effect until the improvement is satisfactorily completed. Said bond shall be conditioned upon the faithful performance of Lessee and give all claimants the right of action to recover upon said bond in any suit brought to foreclose mechanics' or materialmen's liens against the property; or,



- B. Depositing in escrow with an institution acceptable to the Lessor and the Secretary, negotiable United States Treasury Bonds or cash, in an amount sufficient to pay the entire cost of construction of each building or other improvements to be erected or installed on the leased premises. The escrow instructions shall include provisions for disbursement in installments upon certification of Lessee's architect, engineer, or contractor as construction progresses. The Lessor and the Secretary shall have access to all information relative to disbursement of funds through said escrow. The escrow instructions shall also provide: that not less than fifteen percent (15%) of such funds shall be withheld by the escrow holder until the period fixed by law for the filing of all mechanics' or materialmen's liens on such improvements shall have expired or until a reputable title company issues a title insurance policy which, in substance, insures the Lessor and Secretary against any loss they shall sustain by reason of any statutory liens for labor or materials arising out of any work or improvements described in said escrow instructions; that if mechanics' or materialmen's liens are filed, the funds so withheld shall then be used to discharge such liens; and that if no such liens are filed within the statutory period for filing, the withheld funds shall be then disbursed to the Lessee. If U.S. Treasury Bonds are provided, Lessee agrees to make up any deficiency in the value deposited which might occur due to a decrease to the value of the bonds. Interest on said bonds shall be paid to the Lessee.

## ARTICLE VIII

### SUBLEASE, ASSIGNMENT, TRANSFER

#### Section 8.01. Consent Required.

The Lessee shall not sublease, assign or transfer this lease or any right to or interest in this lease or any of the improvements on the leased premises, without the prior written approval of the Lessor and the Secretary and no such sublease, assignment or transfer shall be valid or binding without such approval, and then only upon the condition that the sublessee, assignee or other successor in interest, shall agree in writing to be bound by each and all of the covenants and conditions of this lease. Should the Lessee attempt to make any such sublease, assignment or transfer except as aforesaid, such action shall be deemed to breach of this lease. Such approval of one sublease, assignment or transfer shall not validate a subsequent sublease, assignment or transfer, and the restrictions of this Article shall apply to each successive sublease, assignment or transfer hereunder and shall be severally binding upon each and every sublessee, assignee, transferee, and other successor in interest of the Lessee.

The Lessor and the Secretary shall not unreasonably withhold approval of any sublease, assignment or transfer, and shall either approve or state its reason for disapproval within thirty (30) days after the sublease, assignment, or transfer is submitted to him for approval.

#### Section 8.02. Status of Sublease.

Termination of this lease, by cancellation or otherwise, shall not serve to cancel approved sublease and/or subtenancies, but shall operate as an assignment to Lessor of any and all such sublease and/or subtenancies.

## ARTICLE IX

### MAINTENANCE AND UTILITIES

#### Section 9.01. Maintenance by Lessee.

At all times during said term of this lease, Lessee without any cost or expense to Lessor shall keep and maintain the leased premises and every part thereof, including any and all buildings, structures, and other improvements that belong to the Lessee and boundary fences around the lease premises, in good order, repair and clean sanitary condition. Lessee hereby indemnifies and agrees to hold Lessor and the Secretary free and harmless from all liability resulting from all actions, claims, and damages by reason of Lessee's failure to comply with and perform the provisions of this Article. At no time shall Lessee store any property that may be hazardous or pose unsafe and health concerns to the general public or to the children attending the school facility.

#### Section 9.02. Maintenance of Lessor.

During the term of this lease, Lessor shall not be required or obligated to make any changes, alterations, additions, repairs, or improvements in, upon or about the leased premises, or any part thereof.

#### Section 9.03. Utilities.

In addition to the rents hereinbefore provided, Lessee agrees to be solely responsible for and promptly pay all charges for sewer and water, gas, electricity, or any other utility used or provided to the leased premises.

#### Section 9.04. Agreements for Utility Facilities.

All utilities including electricity and sewer and water are located nearby the leased premises. Lessee may request extension of such utility service to the leased premises wherein Lessor agrees to approve a Service Line Agreement requested by a utility company.

## ARTICLE X

### LIENS, TAXES, AND ASSESSMENTS

#### Section 10.01. Liens, Taxes, Assessments.

Lessee shall not permit to be enforced against the leased premises, or any part thereof, any liens arising from any work performed, materials furnished, or obligations incurred by

Lessee, and Lessee shall discharge or post bond against all such liens before any action is brought to enforce same. Lessee shall pay, when and as the same become due and payable, all taxes, assessments, license fees and other like charges levied during the term of this lease upon or against the leased land, all interests therein and property thereon for which either the Lessee or Lessor may become liable. Upon written request, the Lessee shall furnish the Lessor and the Secretary written evidence, duly certified, that any and all taxes required to be paid by Lessee have been paid, satisfied, or otherwise discharged. Lessee shall have the right to contest any claim, tax, or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom, and Lessee agrees to protect and hold harmless the Lessor, the Secretary and the leased premises and all interest therein and improvements thereon from any and all claims, taxes, assessments and like charges and from any lien therefore or sale or other proceedings to enforce payment thereof, and all costs in connection therewith. Lessor and the Secretary shall execute and file any appropriate documents with reference to real estate tax exemption of the land when requested by Lessee.

#### Section 10.02. Lessor's Paying Claims.

Lessor shall have the option to pay any lien or charge payable by Lessee under this lease, or settle any action therefore, if the Lessee after written notice from Lessor or Secretary fails to pay or to post bond against enforcement. All such sums paid by Lessor as well as all costs and other expenses incurred by Lessor in so doing shall be paid to Lessor by Lessee upon demand with interest at the rate of eighteen percent (18%) per annum from date of payment until repaid. Failure to make such repayment on demand shall constitute a breach of the covenants of this lease.

### ARTICLE XI

#### INDEMNIFICATION

##### Section 11.01. Indemnification.

Neither the Lessor nor the Secretary, nor their officers, agents and employees shall be liable for any loss, damage or injury of any kind whatsoever, unless caused by negligence, recklessness or intentional wrong, to the person or property of the Lessee or sublessee or any other person whomsoever, caused by any use of the leased premises, or by any defect in any structure erected thereon, or arising from any accident, fire or other casualty on said premises or from any other cause whatsoever. Lessee hereby waives all claims against Lessor and the Secretary and agrees to hold Lessor and the Secretary free and harmless from liability for any loss, damage or injury caused by use of the premises by Lessee, together with all cost and expenses in connection thereinwith.

##### Section 11.02. Lessee's Warranty.

Lessee shall not permit any Hazardous Materials to be brought onto, stored in, used in, or disposed of in, on, under or about the Leased Premises except in such quantities as are found in materials used in connection with the operation of Lessee's permitted use of the Leased Premises

and which comply with and are handled, used and disposed of in compliance with all applicable federal and tribal laws, statutes, regulations, rules and ordinances, as amended from time to time including but not limited to all applicable environmental, health and safety, cultural preservation and natural resource management laws, statutes, regulations, rules and ordinances, as amended from time to time.

## ARTICLE XII

### INSURANCE

#### Section 12.01. General Liability Insurance.

Lessee must maintain occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations. Lessee must maintain the aforementioned comprehensive general liability coverage with limits of liability not less than Five Million Dollars (\$5,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided that coverage afforded by the umbrella or excess liability policies are no less than the underlying comprehensive general liability coverage.

#### Section 12.02. Fire and Damage Insurance.

Lessee shall, from the date of approval of this lease, carry fire insurance with extended coverage endorsements, to include vandalism, reflecting the parties' insurable interests, covering the full insurable value of all improvements on the leased premises. Lessee hereby agrees that damage to or destruction of any building or improvement on the leased premises at any time by fire or any other casualty whatsoever shall not cause termination of this lease or authorize the Lessee or those claiming by, through, or under it to quit or surrender possession of said lands or any part thereof, and shall not release the Lessee in any way from its liability to pay Lessor the rents hereinabove provided for or from any other agreements, covenants, or conditions of this lease. In the event of substantial damage to the building on the leased premises, the Lessee and Lessor may agree to terminate the lease under a settlement agreement whereby proceeds of the insurance payment shall be used to remove the damaged structure or improvements. Any proceeds remaining may be paid to the Lessee.

The Lessee shall deposit in escrow with an institution approved by the Secretary all insurance proceeds. Escrow instructions shall include provisions that all funds so deposited shall be used to either reconstruct or remove the damaged improvements, and funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's, or contractor's certificates or shall be disbursed during the progress of removal in accordance with instructions from Lessee. All money in escrow after reconstruction or removal has been completed shall be paid to the Lessee.

Section 12.03. Additional Insured – Certificate of Insurance.

Lessee shall provide, upon approval of this Lease, evidence of the required insurance to the form of a Certificate of Insurance issued by a company (rated A+ or better by Best Insurance Guide), licensed to do business in the State of New Mexico, which includes all coverage required in this Article 12. Lessee will name Lessor as an Additional Insured on the General Liability, Commercial Automobile Liability, and Property Insurance Policies. The Certificate(s) shall also provide that the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to Lessor and the Secretary. Lessee shall notify the Lessor and the Secretary without delay of any occurrence which might require filing of a claim with the insurer. Lessee shall pay all premiums and other charges for all such insurance coverage.

ARTICLE XIII

EMINENT DOMAIN

Section 13.01. Eminent Domain.

If, at any time during the term of this lease, the leased premises or any part thereof is taken or condemned under the laws of eminent domain, then and in every such case the leasehold estate and interest of the Lessee in the premises so taken shall forthwith cease and terminate. All compensation awarded by reason of the taking of the lease premises shall be awarded to the Lessee and the Lessor as their interests appear at the time of such taking, unless an encumbrance of the leasehold has been approved, in which case the compensation or award, only insofar as it is awarded for damages to the improvements on the leased property, to the extent of the unpaid balance of any approved encumbrance, shall be paid to the encumbrancer. As between Lessor and Lessee or sublessor and sublessee, as the case may be, such amount shall be deemed paid to the Lessee or sublessee and if such amount exceeds the amount to which Lessee or sublessee is entitled under the other terms of this lease; Lessee or sublessee shall pay any such excess to Lessor or sublessor, as appropriate.

The rental thereafter payable hereunder for the remainder of the term of this lease shall be adjusted by agreement of the parties subject to the approval of the Secretary. If after condemnation, continuation of this lease is no longer feasible, the lease may be terminated by agreement of the parties, subject to the approval of the Secretary.

Any disputes arising under this article which cannot be resolved by the parties shall be arbitrated pursuant to Article XXII of this lease hereof.

ARTICLE XIV

EVENTS OF DEFAULT; CURE; TERMINATION; REMEDIES

Section 14.01. Events of Default.

Any one or more of the following events shall constitute an Event of Default under this Lease:

- A. If Lessee fails to pay the rent set forth in Article 5 above when said amount shall become due and payable hereunder;
- B. If Lessee fails to perform or observe any material term or condition of this Lease;
- C. If any execution, levy or attachment shall occur upon the Leased Premises;
- D. If Lessee uses the Leased Premises for any purpose not authorized by this Lease without the prior written consent of Lessor and approval of the Secretary; or
- E. If Lessee abandons the Leased Premises.

#### Section 14.02. Opportunity to Cure Default.

If an Event of Default by Lessee occurs, Lessor shall send written notice of the Event of Default to Lessee, and Lessee shall have the opportunity to cure the Event of Default as follows:

- A. Within ten (10) business days after written notice is sent by Lessor to Lessee informing Lessee of an Event of Default under Section 13.01. (A);
- B. Within ninety (90) business days after written notice is sent by Lessor to Lessee informing Lessee of an Event of Default under Sections 13.01 (B) through (E), provided that if the Event of Default set forth in Lessor's notice is such that it requires more than ninety (90) days to correct, Lessee shall not be deemed to have failed to timely cure the default if Lessee promptly and diligently commences curing the default within ninety (90) days after written notice of the default is sent by Lessor to Lessee, and diligently prosecutes the cure to completion.

#### Section 14.03. Lessor's Remedies.

If an Event of Default by Lessee occurs and Lessee fails to timely cure the default within the time period provided in Section 13.02, then Lessor may pursue either of the following remedies in addition to all other rights and remedies provided at law or in equity; provided however, that if the default set forth in Lessor's notice is such that it requires more than thirty (30) days to correct, Lessee shall not be deemed to have failed to cure the default hereunder if Lessee promptly and diligently commences curing the default within thirty (30) days after written notice of the default is sent by Lessor to Lessee, and diligently prosecutes the cure to completion:

- A. To re-enter and take possession of the Leased Premises or any part thereof without being deemed guilty of any manner of trespass and without prejudice to any claim for unpaid rent, actual damages or liquidated damages caused by the default. Should Lessor elect to re-enter and take possession, Lessor may, but shall not be required to, re-let the Leased

Premises or any part thereof, for the account of Lessee for such term and on such conditions reasonably determined by Lessor, and Lessor may collect and receive the rents therefore. No such re-entry of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. Lessor reserves the right following any such re-entry to terminate this Lease by giving Lessee such written notice, in which event the Lease will terminate as specified in said notice; or

- B. Give Lessee written notice of intention to terminate this Lease effective on the date of the notice or such later date specified therein. On such effective date, Lessee's right to possession of the Leased Premises shall cease and the Lease shall thereupon be terminated.

#### Section 14.04. No Consequential or Punitive Damages.

In no event will Lessor or Lessee be responsible for any consequential or punitive damages, including but not limited to lost profits or interruption of business, for breach of this Lease.

#### Section 14.05. No Waiver.

No failure by Lessor to insist upon the strict performance of any agreement, term, covenant or condition of this Lease, or to exercise any right or remedy consequent upon a breach of this Lease, and no acceptance of full or partial payment during the continuance of any such breach shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition of this Lease to be performed or complied with by Lessee and no breach thereof shall be waived, altered, or modified, except by written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease but each and every agreement, term, covenant, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

#### Section 14.06. Termination by Lessee.

Except as otherwise provided herein, this Lease may be terminated by Lessee in whole or in part upon thirty (30) days written notice to Lessor that (a) for reasons beyond the control of Lessee, Lessee is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or continued operation of the Facilities or Lessee's business on the Leased Premises, or (b) Lessee intends to abandon some or all of the Leased Premises. In the event Lessee elects to terminate the Lease pursuant to this Section, Lessee shall not be entitled to reimbursement of a pro rata amount of any prepaid compensation. If Lessee terminates this Lease for any reason not set forth under Article XVIII, Section 18.01(B), Lessee shall pay to Lessor as liquidated damages for early termination an amount equal to 24 months of the then-current rent.

#### Section 14.07. Mitigation of Damages.

Lessor and Lessee shall have the duty to use commercially reasonable efforts to mitigate damages in the event of default.

#### Section 14.08. Secretarial Action.

Nothing in this Lease, and no enforcement action taken by Lessor, shall affect the authority of the Secretary under 25 CFR §162.613 through §162.623 (2011) to remedy any violations of this Lease by Lessee.

### ARTICLE XV

#### NOTICES

##### Section 15.01. Notices.

All notices and demands shall be sent to the parties hereto at the address herein recited. Notices and demands for rental payments shall be sent by registered mail ten (10) days after the due date. Services of any notice or demand shall be deemed complete ten (10) days after mailing or the date actually received, whichever occurs first. Said notices and demands shall be sent to the following:

To the Secretary:      Superintendent, Bureau of Indian Affairs  
                                    Zuni Agency  
                                    P.O. Box 369  
                                    Zuni, New Mexico 87327

To the Lessor:          Governor  
                                    Zuni Tribe  
                                    P.O. Box 339  
                                    Zuni, New Mexico 87327

With a copy to:        Zuni Real Estate Services  
                                    P.O. Box 339  
                                    Zuni, New Mexico 87327

To the Lessee:          President  
                                    Board of Education  
                                    Zuni Public School District  
                                    P.O. Drawer A  
                                    Zuni, New Mexico 87327

##### Section 15.02. Notification of Changes.

The parties shall at all times keep one another and the Secretary informed of the address of its principal place of business and of the name, address and contact information of its principal representatives for purposes of this Lease.



## ARTICLE XVI

### DELIVERY OF PREMISES AND INSPECTION,

#### Section 16.01. Delivery of Premises.

At the termination or expiration of this lease, Lessee will peaceably and without legal process deliver the possession of the leased premises. Prior to the expiration of the lease, Lessee shall remove all personal property and trade fixtures and restore the leased premises to its original condition prior to the lease taking, normal wear and tear excepted, and by performing general clean-up of the walls and dispose of all trash. Lessee agrees to notify utility companies to disconnect services unless the Lessor agrees to the transfer of such utility agreements in its name.

No holding over by the Lessee after the termination or expiration of this lease, whether with or without the consent of Lessor, shall operate to extend or renew this Lease. If the parties have not negotiated a renewal or extension of this Lease beyond its scheduled expiration date, any such holding over shall be construed as a trespass unless Lessor otherwise authorizes Lessee to lawfully occupy the Leased Premises.

#### Section 16.02. Inspection.

The Lessor and the Secretary and their authorized representatives shall have the right, at any reasonable times during the term of this lease, to enter upon the leased premises, or any part thereof, to inspect the same and all buildings and other improvements erected and placed thereon.

## ARTICLE XVII

### ARCHAEOLOGICAL, CULTURAL AND HISTORIC RESOURCES

#### Section 17.01. Archaeological, Cultural and Historic Resources Protection.

Lessee agrees that whenever in the course of construction of improvements on the leased premises, any indication of heretofore undetected sub-surface sites of archaeological, cultural or historic resources is brought to light, the construction shall be halted and the involved area re-evaluated by a qualified archaeologist acceptable to the Secretary, to prevent inadvertent destruction of such non-renewable resources. The Lessee shall comply with the recommendations for mitigation made by the archaeologist and approved by the Secretary. The cost of any required archaeological re-evaluation and mitigation shall be borne by the Lessee and any archaeological, cultural or historic artifacts which may be salvaged shall be delivered to the Secretary for appropriate disposition.

## ARTICLE XVIII

## ENVIRONMENTAL PROTECTION REQUIREMENTS

### Section 18.01. Environmental Protection Requirements.

A. Lessee hereby warrants and represents that it and/or its representative shall conduct the operation of its business in accordance with Prudent Industry Practices and in accordance with all Applicable Environmental Laws.

B. Within a reasonable time prior to termination of this Lease, Lessee shall assess the Leased Premises for environmental contamination (whether or not caused by Lessee during the term of this Lease), shall remediate all such contamination, if any, and shall address any damages occasioned by such contamination caused by Lessee or otherwise by the use or storage of such substances on the Leased Premises. Should Lessee fail to complete such responsibilities prior to the termination of this Lease, Lessee shall remain responsible therefore, and may be required to post a bond in an amount reasonably required by the Secretary to ensure that such responsibilities are completed within a reasonable time after termination of this Lease.

C. Nothing in this Lease shall release Lessee from any liability for environmental contamination of any portion of the Leased Premises caused by Lessee that may have accrued prior to the effective date of this Lease during any period in which Lessee occupied the lands at issue pursuant to any instrument then in effect.

## ARTICLE IXX

### RESERVATION OF SOVEREIGN POWERS

#### Section 19.01. Reservation of Sovereign Powers.

A. Nothing in this Lease shall be construed to affect or diminish in any respect the civil or criminal jurisdiction of the Zuni Tribe as a sovereign government (including without limitation its taxation power) or its authority to exercise dominion and control over the Leased Premises or over the conduct or property of any person, whether a member or non-member of the Zuni Tribe, occurring within or located on the Leased Premises; and the Zuni Tribe expressly reserves all such jurisdiction and authority.

B. This Lease authorizes Lessee to use the Leased Premises exclusively for the purposes stated hereinabove. Nothing in this Lease shall be construed to grant any right of access to any other Zuni tribal lands (including the Leased Premises) to Lessee for any other purpose.

## ARTICLE XX

### QUIET ENJOYMENT

#### Section 20.01. Quiet Enjoyment.

Lessor covenants that Lessee and its permitted assigns and successors in interest shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of the Lease without hindrance, interruption, ejection or molestation by any other person or persons, provided that Lessee is not in default under this Lease.

## ARTICLE XXI

### MINERALS AND WATER RIGHTS

#### Section 21.01. Minerals and Water Rights.

This Lease is the lease of the surface and rights incident thereto. Lessor excepts and reserves to itself, its successors, and its assigns, all oil, gas, hydrocarbons, and minerals whatsoever, already found or which may hereafter be found, upon or under the leased premises, with the right to prospect for, or mine and remove the same. Lessor agrees not to exercise, or allow others to exercise, its rights to enter upon the surface of the leased premises, or use within a depth of 200 feet, the subsurface of the leased premises without prior consent of Lessee; provided, however, that Lessor shall have the right to explore, develop and extract minerals from the leased premises by operations carried on from adjoining lands. This lease is a lease of the surface and rights incident thereto, and Lessor excepts and reserves out of the grant hereby made, all water rights owned by the Lessor.

## ARTICLE XXII

### DISPUTE RESOLUTION

#### Section 22.01. Dispute Resolution.

- A. No State Jurisdiction. Lessor and Lessee acknowledge, stipulate, and agree that the State of New Mexico has no jurisdiction over Lessor, this Lease, or the leased premises.
- B. Mediation. In the event that any dispute arises under this lease between Lessor and Lessee which cannot be resolved by and between them, then the party making the claim of non-compliance shall submit the dispute to mediation. Lessor and Lessee shall make a good-faith effort resolve the dispute through mediation.
- C. Disputes. Any controversy, claim or dispute between Lessor and Lessee arising under this Lease or the breach hereof which cannot be settled through mediation shall be submitted to binding arbitration in accordance with the provisions contained in this Section and in accordance with the New Mexico Uniform Arbitration Act (the "Act"); provided, however, that notwithstanding any provisions of the Act, the parties shall have the right to conduct discovery regarding the subject matter of the arbitration as provided in the Federal Rules of Civil Procedure; and provided further that the agreement of Lessor and Lessee to resolve disputes in accordance with the New Mexico Uniform Arbitration Act shall not constitute or be construed as a waiver of Lessor's sovereign immunity. The arbitrators shall determine all questions of fact and law relating to any

controversy, claim or dispute hereunder, including but not limited to whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

- D. Commencement of Proceeding. Any party desiring arbitration shall serve on the other party in accordance with the Act, its notice of intent to arbitrate ("Notice"), accompanied by the name of the arbitrator selected by the party serving the Notice. A second arbitrator shall be chosen by the other party, and a third arbitrator shall be chosen by the two arbitrators so selected. If the party upon whom the notice is served fails to select an arbitrator and advise the other party of its selection within thirty (30) days after receipt of the Notice, the second arbitrator shall be selected by the first arbitrator. If the two arbitrators so chosen cannot agree upon a third arbitrator within the (10) days after the appointment of a second arbitrator, the third arbitrator shall be selected by the \_\_\_\_\_. \_\_\_\_\_ . The arbitrators shall be attorneys who are licensed members in good standing of the State Bar of New Mexico or the bar of another state. The arbitration proceedings provided hereunder are hereby declared to be self-executing, and it shall not be necessary to petition a court to compel arbitration.
- E. Location and Attorneys' Fees. All arbitration proceedings shall be held in either the Pueblo of Zuni or some other location agreed upon. Each party shall bear its own costs of arbitration and attorney fees.
- F. Filing Deadlines. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by its applicable statutes of limitations.
- G. Notice. All notices for arbitration given under this lease shall be in writing and shall be sent to the parties at their respective address stated in, and in accordance with the provisions of this lease.
- H. Enforcement. An award rendered by the arbitrators against either party may be enforced only in the Zuni Tribal Court, which the parties agree is the only court which has jurisdiction over both the Lessor and Lessee. The Judge of the Zuni Tribal Court shall enforce the award as issued by the arbitrators and the Lessor shall be responsible for satisfaction of the judgment if such judgment is issued against the Lessor and whereas the Lessee shall be solely responsible for any judgment entered against the Lessee.

#### Section 22.02. Limited Waiver of Sovereign Immunity.

- A. Except as provided in Section 22.01, nothing in this lease shall be construed as waiving the Lessor's (Zuni Tribe) sovereign immunity from suit or as subject the Zuni Tribe to the jurisdiction of any court.
- B. The Lessor hereby grants to Lessee a limited waiver of its sovereign immunity solely to permit Lessee to initiate arbitration and to enforce an arbitration award as provided

in, and in strict compliance with, Section 22.01 of this lease. The Lessor's (Zuni Tribe's) sovereign immunity shall be jurisdictional bar to any proceeding against the Zuni Tribe other than an arbitration proceeding under Section 22.01 and a proceeding to enforce an arbitration award in the court specified in Section 22.01.

## ARTICLE XXIII

### MISCELLANEOUS

#### Section 23.01. Termination of Federal Trust.

Nothing contained in this lease shall operate to delay or prevent a termination of federal trust responsibilities with respect to the land during the term of this lease; however, such termination shall not serve to abrogate this lease. In the event of such termination, all powers, duties, other functions of the Secretary of the Interior or his authorized representative shall terminate, and the responsibility for enforcing compliance with the covenants of this lease shall be assumed by the Lessor. Lessor and Lessee shall be notified of any such change in the status of the land.

#### Section 23.02. Regulations, Ordinances, Statutes.

Lessee shall, at Lessee's sole cost and expense, comply with all applicable Zuni Tribal, federal, or state laws, ordinances, rules, regulations and other legal requirements. Lessee agrees to obtain and maintain any permits and licenses required to operate its business.

#### Section 23.03. Attorney Fees.

If any action be brought by the Secretary or Lessor to enforce performance of, or for damages for breach of, any of the terms and conditions of this Lease, each party shall bear its own costs and attorneys' fees.

#### Section 23.04. Obligation of Lessee.

While the leased premises are in trust or restricted status, all of the Lessee's obligation under this lease, and the obligation of their sureties, are to the United States as well as to the Lessor.

#### Section 23.05. Lease Binding.

This lease and the covenants, conditions and restrictions hereof shall extend to and be binding upon the successors, heirs, assigns, executors, and administrators of the parties hereto.

#### Section 23.06. Interest of Member of Congress.

No Member of, or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise here from, but this provision

shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

#### Section 23.07. Governing Law.

This Lease shall be construed in accordance with the applicable federal laws and laws of the Zuni Tribe, and where there are none, the laws of the State of New Mexico shall be looked to for guidance, provided that nothing stated herein shall subject the Zuni Tribe to the jurisdiction of the state courts of New Mexico or to the taxing or regulatory jurisdiction of the State of New Mexico.

Section 23.08. Authority. Each of the individuals executing this Lease on behalf of the Lessee or the Lessor represents and warrants to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

#### Section 23.09. Employment Preference.

Lessee agrees, subject to applicable law, to use every reasonable effort to facilitate the employment and training of members of the Zuni Tribe for positions in which they are qualified to serve on the leased premises conducted thereon to the extent that their skills and abilities can be utilized.

#### Section 23.10. Severability.

If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

#### Section 23.11. Amendment or modifications.

This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understands of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties and approved by the Secretary.

#### **END OF PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first written above.

**WITNESSES** *(Two to each signature):*

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**PUEBLO OF ZUNI, LESSOR**

BY \_\_\_\_\_  
Arlen P. Quetawki, Sr., Governor

**BOARD OF EDUCATION, ZUNI PUBLIC  
SCHOOL DISTRICT, LESSEE**

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

Print Name: George DeVries  
Title: President

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

Print Name: Virginia Chavez  
Title: Vice-President

Approved (DATE): \_\_\_\_\_

\_\_\_\_\_  
Superintendent *[Approving Official]*

Bureau of Indian Affairs, Zuni Agency

*Per delegation of authority, "209 DM 8, 230 DM 1, 3 IAM  
4, and Albuquerque Area Addendum Release No. 9401"*



# PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

## 2012-2013 LEASE ASSISTANCE AWARDS

	District	School	State (S) or Local (L) Charter	Total Sq. Ft. of Leased Classroom Space	Total Sq. Ft. of 'Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 Membership or Estimate per PED	Sq. Ft. per PED MEM	Actual Lease	Cost/Sq Ft	Lease Payment for Classroom and 'Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM² or Adjusted Lease	Adjusted awards w/deferred 1st quarter only	
001	Albuquerque	Academia de Lengua y Cultura	L	6,611.0	266.3	8,645.7	15,523.0	77.5	200	163,800	10.55	72,570	56,835	56,835	001
002	Albuquerque	Academy of Trades & Technology	S	16,251.0	326.3	2,191.7	18,769.0	117.5	160	180,120	9.60	159,087	86,169	86,169	002
003	Albuquerque	ACE Leadership High School	S	8,000.0	462.8	3,537.2	12,000.0	208.5	58	220,000	18.33	155,151	152,903	152,903	003
004	Albuquerque	Albuquerque Institute for Math & Science	S	17,745.5	592.5	34.0	18,372.0	295.0	62	230,420	12.54	229,993	216,338	216,338	004
005	Albuquerque	Albuquerque School of Excellence	S	24,083.0	546.0	23.0	24,652.0	264.0	93	455,952	18.50	455,527	193,604	193,604	005
006	Albuquerque	Albuquerque Talent Development	L	13,000.0	358.5	147.5	13,506.0	139.0	97	206,341	15.28	204,088	101,936	101,936	006
007	Albuquerque	Alice King Community School	L	16,913.0	577.5	4,313.5	21,804.0	285.0	77	305,166	14.00	244,795	209,005	209,005	007
008	Albuquerque	Amy Biehl High School	S	40,764.0	583.5	753.5	42,101.0	289.0	146	1,200	0.03	1,179	1,179	1,179	008
009	Albuquerque	Bataan Military Academy	L	12,897.0	335.3	378.7	13,611.0	123.5	110	162,352	11.93	157,835	90,569	90,569	009
010	Albuquerque	Cesar Chavez	S	11,272.0	432.0	8,318.0	20,022.0	188.0	107	331,001	16.53	193,489	137,870	137,870	010
011	Albuquerque	Christine Duncan's Heritage Academy	L	13,000.0	339.0	0.0	13,339.0	126.0	106	96,600	7.24	96,600	92,402	92,402	011
012	Albuquerque	Cien Aguas International School	S	14,571.0	486.0	1,001.0	16,058.0	224.0	72	182,142	11.34	170,788	164,270	164,270	012
013	Albuquerque	Corrales International School	L	15,340.0	456.8	530.2	16,327.0	204.5	80	291,984	17.88	282,502	149,970	149,970	013
014	Albuquerque	Cottonwood Classical Preparatory School	S	16,153.0	816.0	0.0	16,969.0	444.0	38	589,830	34.76	589,830	325,607	81,402	014 <sup>5</sup>
015	Albuquerque	Creative Education Prep. Institute #1	S	12,513.0	420.8	2,760.2	15,694.0	180.5	87	155,273	9.89	127,964	127,964	127,964	015
016	Albuquerque	Digital Arts and Technology Academy HS	L	46,391.0	618.0	0.0	47,009.0	315.5	149	493,313	10.49	493,313	231,372	231,372	016
017	Albuquerque	East Mountain High School	S	37,882.0	698.3	1,265.7	39,846.0	365.5	109	392,200	9.84	379,742	268,039	268,039	017
018	Albuquerque	El Camino Real Academy	L	58,429.0	773.3	2,187.7	61,390.0	415.5	148	700,000	11.40	675,055	304,707	304,707	018
019	Albuquerque	Gilbert L. Sena Charter H.S.	S	14,000.0	411.0	300.0	14,711.0	174.0	85	186,140	12.65	182,344	127,603	127,603	019
020	Albuquerque	Gordon Bernell Charter School	L	12,757.0	796.5	0.0	13,553.5	431.5	31	175,000	12.91	175,000	175,000	175,000	020
021	Albuquerque	Horizon Academy West	S	16,399.0	795.8	438.2	17,633.0	430.5	41	522,853	29.65	509,859	315,707	78,927	021 <sup>5</sup>
022	Albuquerque	La Academia de Esperanza	L	13,050.0	628.5	0.0	13,678.5	321.0	43	360,000	26.32	360,000	235,405	58,581	022 <sup>5</sup>
023	Albuquerque	La Promesa Charter School	S	92,000.0	527.0	0.0	92,527.0	251.5	368	394,998	4.27	394,998	184,438	184,438	023
024	Albuquerque	La Resolana Leadership Academy	S	3,310.0	249.0	593.0	4,152.0	66.0	63	118,084	28.44	101,219	48,401	12,100	024 <sup>5</sup>
025	Albuquerque	Los Puentes	L	11,017.0	456.8	8,105.2	19,579.0	204.5	96	304,056	15.53	178,184	149,970	149,970	025
026	Albuquerque	Media Arts Collaborative Charter School	S	7,401.0	405.8	2,993.2	10,800.0	170.5	63	198,360	18.37	143,385	125,036	125,036	026
027	Albuquerque	The Montessori Elementary School	S	77,500.0	684.0	4,684.0	82,868.0	356.0	233	678,000	8.18	639,677	261,073	261,073	027
028	Albuquerque	Montessori of the Rio Grande	L	13,939.0	448.5	339.5	14,727.0	199.0	74	121,755	8.27	118,948	118,948	118,948	028
029	Albuquerque	Mountain Mahogany Community	L	12,846.0	438.8	1,650.2	14,935.0	192.5	78	120,000	8.03	106,741	106,741	106,741	029
030	Albuquerque	Native American Community Academy	L	62,100.0	734.3	150.7	62,985.0	389.5	162	284,476	4.52	283,795	283,795	283,795	030
031	Albuquerque	New America School	S	10,096.0	712.5	943.5	11,752.0	375.0	31	663,479	56.46	610,212	275,006	68,752	031 <sup>5</sup>
032	Albuquerque	NM International School	S	10,435.0	291.0	18.0	10,744.0	94.0	114	129,600	12.06	129,383	68,935	68,935	032
033	Albuquerque	North Valley Academy	S	26,880.0	882.8	10,201.2	37,964.0	488.5	78	530,232	13.97	387,755	358,241	358,241	033
034	Albuquerque	Nuestros Valores Charter School	L	6,827.0	317.3	1,020.7	8,165.0	111.5	73	97,117	11.89	84,976	81,769	81,769	034
035	Albuquerque	Public Academy for Performing Arts	L	19,200.0	675.0	2,936.0	22,811.0	350.0	65	411,323	18.03	358,382	256,673	256,673	035
036	Albuquerque	Ralph J. Bunche Academy	S	10,722.0	300.0	0.0	11,022.0	101.0	109	58,350	5.29	58,350	58,350	58,350	036
037	Albuquerque	Robert F. Kennedy Charter High School	L	19,200.0	545.3	1,200.7	20,946.0	263.5	79	176,833	8.44	166,696	166,696	166,696	037
038	Albuquerque	South Valley Academy	L	12,300.0	507.8	0.0	12,807.0	238.5	54	180,125	14.06	180,136	174,904	174,904	038
039	Albuquerque	South Valley Preparatory School	S	9,715.0	336.0	250.0	10,301.0	124.0	83	128,364	12.46	125,249	90,935	90,935	039
040	Albuquerque	SW Intermediate Learning Center	S	11,880.0	317.3	282.7	12,480.0	111.5	112	95,074	7.62	92,920	81,769	81,769	040
041	Albuquerque	SW Primary Learning Center	S	14,200.0	307.5	492.5	15,000.0	105.0	143	90,940	6.06	87,954	77,002	77,002	041
042	Albuquerque	SW Secondary Learning Center	S	19,252.0	575.3	692.7	20,520.0	283.5	72	227,351	11.08	219,676	207,905	207,905	042
043	Albuquerque	The Albuquerque Sign Language Academy	S	4,965.0	247.5	4,297.5	9,510.0	65.0	146	114,120	12.00	62,550	47,668	47,668	043
044	Albuquerque	The GREAT Academy	S	9,935.0	370.5	5,099.5	15,405.0	147.0	105	217,767	14.14	145,680	107,802	107,802	044
045	Albuquerque	The International School at Mesa del sol	S	15,309.0	419.3	0.0	15,728.3	179.5	88	155,000	9.85	155,000	131,636	131,636	045
046	Albuquerque	The Learning Community Charter School	S	26,000.0	426.0	39.0	26,465.0	184.0	144	240,000	9.07	239,646	134,936	134,936	046
047	Albuquerque	Tierra Adentro	S	10,648.0	426.8	1,200.2	12,275.0	184.5	67	155,144	12.64	139,975	135,303	135,303	047
048	Albuquerque	21 <sup>st</sup> Century Public Academy	L	15,100.0	510.0	0.0	15,610.0	240.0	65	170,184	10.90	170,184	170,184	170,184	048
049	Aztec	Mosaic Academy	L	16,780.0	420.0	0.0	17,200.0	180.0	96	116,000	6.74	116,000	116,000	116,000	049
050	Bernalillo	Village Academy	S	3,900.0	207.0	0.0	4,107.0	38.0	108	62,400	15.19	62,400	27,867	27,867	050
051	Carlsbad	Jefferson Montessori Academy	L	14,574.0	398.3	763.7	15,736.0	165.5	95	125,634	7.98	119,537	119,537	119,537	051
052	Cimarron	Moreno Valley High School	L	8,370.0	279.0	0.0	8,649.0	86.0	101	66,000	7.63	66,000	63,068	63,068	052
053	Clovis	Choices - Alternative Learning Center	L	12,148.0	505.5	575.5	13,229.0	237.0	56	102,690	7.76	98,223	98,223	98,223	053
054	Deming	Deming Cesar Chavez	L	10,661.0	378.8	414.2	11,454.0	152.5	75	100,000	8.73	96,384	96,384	96,384	054
055	Espanola	Carinos Charter School	L	82,982.0	494.3	499.7	83,976.0	229.5	366	138,282	1.65	137,459	137,459	137,459	055
056	Gadsden	Anthony Charter School	L	5,760.0	275.3	719.7	6,755.0	83.5	81	75,000	11.10	67,009	61,235	61,235	056
057	Gadsden	La Union JTP/Alvarez Farms	L	15,460.0	189.0	0.0	15,649.0	26.0	602	18,000	1.15	18,000	18,000	18,000	057
058	Gallup	Chief Manuelito MS (Land)	L	464,539.0	1,098.0	0.0	465,637.0	632.0	737	7,618	0.02	7,618	7,618	7,618	058
059	Gallup	Churchrock Academy (Land)	L	36,521.0	580.5	500.5	37,602.0	287.0	131	5,500	0.15	5,427	5,427	5,427	059
060	Gallup	David Skeet ES (Land)	L	16,760.0	483.0	486.0	17,729.0	222.0	80	3,556	0.20	3,459	3,459	3,459	060
061	Gallup	Middle College High School	L	334.0	245.3	86.7	666.0	63.5	10	15,130	22.72	13,160	13,160	3,290	061 <sup>5</sup>
062	Gallup	Ramah Middle School (Land)	L	29,059.0	447.0	458.0	29,964.0	198.0	151	4,858	0.16	4,783	4,783	4,783	062

# PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL 2012-2013 LEASE ASSISTANCE AWARDS

	District	School	State (S) or Local (L) Charter	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft of 'Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 Membership or Estimate per PED	Sq. Ft. per PED MEM	Actual Lease	Cost/Sq Ft	Lease Payment for Classroom and 'Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM <sup>2</sup> or Adjusted Lease	Adjusted awards w/deferred 1st quarter only
063	Jemez Valley	San Diego Riverside	L	11,775.0	302.3	1.7	12,079.0	101.5	119	76,818	6.36	76,807	74,435	74,435
064	Jemez Valley	Walatowa High Charter School	S	3,480.0	244.5	6.0	3,730.5	63.0	59	46,900	12.57	46,825	46,201	46,201
065	Las Cruces	Alma d'arte Charter HS	S	16,349.0	429.8	275.2	17,054.0	186.5	91	143,000	8.39	140,692	136,770	136,770
066	Las Cruces	Families and Youth Inc./Las Montanas Charter school	L	15,840.0	581.3	12,219.7	28,641.0	287.5	100	359,625	12.56	206,191	206,191	206,190
067	Las Cruces	John Paul Taylor Academy	S	9,216.0	420.0	0.0	9,636.0	180.0	54	132,000	13.70	132,000	132,000	132,000
068	Las Cruces	La Academia Dolores Huerta	L	9,257.0	337.5	409.5	10,004.0	125.0	80	114,661	11.46	109,968	91,669	91,669
069	Los Lunas	<sup>5</sup> School of Dreams Academy	S	19,471.0	635.3	0.0	20,106.3	323.5	62	454,978	22.63	454,978	237,239	59,310
070	Questa	Red River Valley Charter	S	7,536.0	243.8	0.0	7,779.8	62.5	124	46,923	6.03	46,923	45,834	45,834
071	Questa	Roots & Wings Community School	L	2,160.0	216.8	1,623.2	4,000.0	44.5	90	40,044	10.01	23,794	23,794	23,794
072	Rio Rancho	The ASK Academy	S	22,150.0	354.8	750.2	23,255.0	136.5	170	374,360	16.10	362,283	100,102	100,102
073	Roswell	Sidney Gutierrez Middle School	L	18,564.0	244.0	0.0	18,808.0	62.5	301	30,756	1.64	30,756	30,755	30,755
074	Santa Fe	Monte del Sol Charter school	L	26,895.0	678.0	327.0	27,900.0	352.0	79	253,752	9.10	250,778	250,778	250,778
075	Santa Fe	New Mexico School for the Arts	S	36,361.0	415.5	1,253.0	38,029.5	177.0	215	150,000	3.94	145,058	129,803	129,803
076	Santa Fe	The Academy for Technology & the Classics	L	35,739.0	685.5	664.5	37,089.0	357.0	104	260,000	7.01	255,342	255,342	255,342
077	Santa Fe	The MASTERS Program	S	6,144.0	357.8	1,187.2	7,689.0	138.5	56	114,785	14.93	97,062	97,062	97,061
078	Santa Fe	Tierra Encantada Charter High School	L	28,875.0	418.5	706.5	30,000.0	179.0	168	135,473	4.52	132,283	131,270	131,270
079	Santa Fe	Turquoise Trail Charter School	L	64,935.0	844.5	3,324.5	69,104.0	463.0	149	350,412	5.07	333,554	333,554	333,554
080	Silver	Aldo Leopold High School	S	9,827.0	313.5	681.5	10,822.0	109.0	99	72,000	6.65	67,466	67,466	67,466
081	Socorro	Cottonwood Valley Charter School	L	10,310.0	405.0	0.0	10,715.0	170.0	63	120,747	11.27	120,747	120,747	120,747
082	Taos	Anansi Charter School	L	12,200.0	317.0	0.0	12,517.0	111.5	112	112,296	8.97	112,296	81,769	81,769
083	Taos	Taos Academy Charter School	S	11,338.0	362.0	0.0	11,700.0	141.5	83	106,800	9.13	106,800	103,769	103,769
084	Taos	Taos Integrated School for the Arts	S	14,622.0	332.0	0.0	14,954.0	121.5	122	144,000	9.63	144,000	89,102	89,102
085	Taos	Taos Municipal Charter School	L	9,630.0	469.5	0.0	10,099.5	213.0	47	142,100	14.07	142,100	142,100	142,100
086	Taos	Vista Grande High School	L	15,200.0	299.3	700.7	16,200.0	99.5	163	78,968	4.87	75,552	72,968	72,968
087	West Las Vegas	Rio Gallinas School	L	9,865.0	451.0	0.0	10,316.0	100.0	103	75,300	7.30	75,300	73,335	73,335
088	Albuquerque	Coral Community School	S	26,047.0	402.0	9,137.0	35,586.0	168.0	212	192,000	5.40	142,702	123,203	123,203
089	Albuquerque	Mission Achievement and Success	S	20,955.0	438.0	855.0	22,248.0	192.0	116	135,000	6.07	129,812	129,812	129,812
090	Albuquerque	Sage Montessori Charter School	S	10,919.0	675.0	2,302.0	13,896.0	350.0	40	219,140	15.77	182,837	182,837	182,837
091	Albuquerque	Southwest Aeronautics, Mathematics and Science	S	37,975.0	495.0	2,530.0	41,000.0	230.0	178	249,510	6.09	234,113	168,671	168,671
092	Albuquerque	<sup>1</sup> William W. & Josephine Dorn Charter Community	S	9,715.0	285.0	0.0	10,000.0	90.0	111	68,400	6.84	68,400	66,002	66,002
093	Espanola	La Tierra Montessori School of the Arts and Sciences	S	6,730.0	270.0	0.0	7,000.0	80.0	88	64,800	9.26	64,800	58,668	58,668
094	Espanola	McCurdy Charter School	S	18,648.0	1,026.0	0.0	19,674.0	584.0	34	441,989	22.47	441,989	428,276	428,276
095	Farmington	<sup>1</sup> New Mexico Virtual Academy	L	2,531.0	168.0	682.5	3,381.5	12.0	282	51,018	15.09	40,721	8,800	2,200
096	Gallup-McKinley	Uplift Community School	S	7,581.0	330.0	209.0	8,120.0	120.0	68	82,900	10.21	80,766	80,766	80,766
097	Las Cruces	<sup>5</sup> New America School-Las Cruces	S	5,383.0	375.0	1,020.0	6,778.0	150.0	45	249,522	36.81	211,972	110,003	27,501
098	Moriarty	<sup>5</sup> Estancia Valley Classical Academy	S	23,000.0	660.0	0.0	23,660.0	340.0	70	600,000	25.36	600,000	249,339	62,335
	TOTAL / AVERAGE	98	51	2,285,870	45,315	129,386	2,460,569	20,317.0	11,606	19,594,063	11.75	18,001,506	13,121,220	11,757,234

NOTES:

*Shaded rows indicate new application (yellow)*

<sup>1</sup> Direct Administrative Space not to exceed 150nsf + 1.5nsf x MEM

<sup>2</sup> 1.019\*1.016\*0.996\*1.016\*1.032 \$700/MEM (Consumer Price Index)= FY 09 = 1.9% FY 10 = 1.6%

<sup>3</sup> X = Public Building; Y = Lease Purchase; Z = Lease from Non-Profit (meets standards in 22-8b-4.2. for being housed by July 1, 2015)

<sup>4</sup> Award deferred-Charter may return to PSCOC for consideration of award once need and number of students physically present is proven.

<sup>5</sup> Award deferred-Charter may return to PSCOC for consideration of award once justification of cost above \$22.50 per square foot is achieved.

**Ownership Key:**

C = County (3), D = District (12), F = Fed (1), M = Municip (2), N = Nonprofit (16), SL = State Land Office (4), T = Tribal (3), U = University (3)



# PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

## 2012-2013 LEASE ASSISTANCE AWARDS

District	School	State (S) or Local (L) Charter	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft. of Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 Membership or Estimate per PED	Actual Lease	Cost/Sq Ft	Lease Payment for Classroom and Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM <sup>2</sup> or Adjusted Lease	Adjusted awards w/deferred 1st quarter only	Balance	FY 2013 Q1 July 2012 thru Sept 2012	FY 2013 Q2 Oct 2012 thru Dec 2012	
001	Albuquerque	Academia de Lengua y Cultura	L	6,611.0	266.3	8,645.7	15,523.0	77.5	163,800	10.55	72,570	56,835	56,835	56,835		001
002	Albuquerque	Academy of Trades & Technology	S	16,251.0	326.3	2,191.7	18,769.0	117.5	180,120	9.60	159,087	86,169	86,169	64,626	21,542.25	002
003	Albuquerque	ACE Leadership High School	S	8,000.0	462.8	3,537.2	12,000.0	208.5	220,000	18.33	155,151	152,903	152,903	106,410	47,493.09	003
004	Albuquerque	Albuquerque Institute for Math & Science	S	17,745.5	592.5	34.0	18,372.0	295.0	230,420	12.54	229,993	216,338	216,338	216,338		004
005	Albuquerque	Albuquerque School of Excellence	S	24,083.0	546.0	23.0	24,652.0	264.0	455,952	18.50	455,527	193,604	193,604	96,802	48,401.00	005
006	Albuquerque	Albuquerque Talent Development	L	13,000.0	358.5	147.5	13,506.0	139.0	206,341	15.28	204,088	101,936	101,936	74,073	27,862.50	006
007	Albuquerque	Alice King Community School	L	16,913.0	577.5	4,313.5	21,804.0	285.0	305,166	14.00	244,795	209,005	209,005	209,005		007
008	Albuquerque	Amy Biehl High School	S	40,764.0	583.5	753.5	42,101.0	289.0	1,200	0.03	1,179	1,179	1,179	590	589.00	008
009	Albuquerque	Bataan Military Academy	L	12,897.0	335.3	378.7	13,611.0	123.5	162,352	11.93	157,835	90,569	90,569	90,569		009
010	Albuquerque	Cesar Chavez	S	11,272.0	432.0	8,318.0	20,022.0	188.0	331,001	16.53	193,489	137,870	137,870	68,936	34,467.50	010
011	Albuquerque	Christine Duncan's Heritage Academy	L	13,000.0	339.0	0.0	13,339.0	126.0	96,600	7.24	96,600	92,402	92,402	46,201	23,100.50	011
012	Albuquerque	Cien Aguas International School	S	14,571.0	486.0	1,001.0	16,058.0	224.0	182,142	11.34	170,788	164,270	164,270	164,270		012
013	Albuquerque	Corrales International School	L	15,340.0	456.8	530.2	16,327.0	204.5	291,984	17.88	282,502	149,970	149,970	112,478	37,492.50	013
014	Albuquerque	Cottonwood Classical Preparatory School	S	16,153.0	816.0	0.0	16,969.0	444.0	589,830	34.76	589,830	325,607	81,402	81,402		014 <sup>a</sup>
015	Albuquerque	Creative Education Prep. Institute #1	S	12,513.0	420.8	2,760.2	15,694.0	180.5	155,273	9.89	127,964	127,964	127,964	96,973	31,991.00	015
016	Albuquerque	Digital Arts and Technology Academy HS	L	46,391.0	618.0	0.0	47,009.0	315.5	493,313	10.49	493,313	231,372	231,372	116,686	57,843.00	016
017	Albuquerque	East Mountain High School	S	37,882.0	698.3	1,265.7	39,846.0	365.5	392,200	9.84	379,742	268,039	268,039	201,030	67,009.75	017
018	Albuquerque	El Camino Real Academy	L	58,429.0	773.3	2,187.7	61,390.0	415.5	700,000	11.40	675,055	304,707	304,707	152,353	76,176.75	018
019	Albuquerque	Gilbert L. Sena Charter H.S.	S	14,000.0	411.0	300.0	14,711.0	174.0	186,140	12.65	182,344	127,603	127,603	127,603		019
020	Albuquerque	Gordon Bernell Charter School	L	12,757.0	796.5	0.0	13,553.5	431.5	175,000	12.91	175,000	175,000	175,000	131,247	43,753.17	020
021	Albuquerque	Horizon Academy West	S	16,399.0	795.8	438.2	17,633.0	430.5	522,853	29.65	509,859	315,707	78,927	78,927		021 <sup>a</sup>
022	Albuquerque	La Academia de Esperanza	L	13,050.0	628.5	0.0	13,678.5	321.0	360,000	26.32	360,000	235,405	58,851	58,851		022 <sup>a</sup>
023	Albuquerque	La Promesa Charter School	S	92,000.0	527.0	0.0	92,527.0	251.5	394,998	4.27	394,998	184,438	184,438	184,438		023
024	Albuquerque	La Resolana Leadership Academy	S	3,310.0	249.0	593.0	4,152.0	66.0	118,084	28.44	101,219	48,401	12,100	0	12,100.00	024 <sup>a</sup>
025	Albuquerque	Los Puentes	L	11,017.0	456.8	8,105.2	19,579.0	204.5	304,056	15.53	178,184	149,970	149,970	149,970		025
026	Albuquerque	Media Arts Collaborative Charter School	S	7,401.0	405.8	2,993.2	10,800.0	170.5	198,360	18.37	143,385	125,036	125,036	125,036		026
027	Albuquerque	The Montessori Elementary School	S	77,500.0	684.0	4,684.0	82,868.0	356.0	678,000	8.18	639,677	261,073	261,073	198,804	62,268.25	027
028	Albuquerque	Montessori of the Rio Grande	L	13,939.0	448.5	339.5	14,727.0	199.0	121,755	8.27	118,948	118,948	118,948	89,215	29,733.00	028
029	Albuquerque	Mountain Mahogany Community	L	12,846.0	438.8	1,650.2	14,935.0	192.5	120,000	8.03	106,741	106,741	106,741	76,741	30,000.00	029
030	Albuquerque	Native American Community Academy	L	62,100.0	734.3	150.7	62,985.0	389.5	284,476	4.52	283,795	283,795	283,795	225,520	58,275.00	030
031	Albuquerque	New America School	S	10,096.0	712.5	943.5	11,752.0	375.0	663,479	56.46	610,212	275,006	68,752	0	68,752.00	031 <sup>a</sup>
032	Albuquerque	NM International School	S	10,435.0	291.0	18.0	10,744.0	94.0	129,600	12.06	129,383	68,935	68,935	34,467	17,233.75	032
033	Albuquerque	North Valley Academy	S	26,880.0	882.8	10,201.2	37,964.0	488.5	530,232	13.97	387,755	358,241	358,241	268,681	89,560.25	033
034	Albuquerque	Nuestros Valores Charter School	L	6,827.0	317.3	1,020.7	8,165.0	111.5	97,117	11.89	84,976	81,769	81,769	81,769		034
035	Albuquerque	Public Academy for Performing Arts	L	19,200.0	675.0	2,936.0	22,811.0	350.0	411,323	18.03	358,382	256,673	256,673	192,604	64,168.25	035
036	Albuquerque	Ralph J. Bunche Academy	S	10,722.0	300.0	0.0	11,022.0	101.0	58,350	5.29	58,350	58,350	58,350	29,469	14,162.49	036
037	Albuquerque	Robert F. Kennedy Charter High School	L	19,200.0	545.3	1,200.7	20,946.0	263.5	176,833	8.44	166,696	166,696	166,696	126,020	41,676.00	037
038	Albuquerque	South Valley Academy	L	12,300.0	507.8	0.0	12,807.0	238.5	180,125	14.06	180,136	174,904	174,904	174,904		038
039	Albuquerque	South Valley Preparatory School	S	9,715.0	336.0	250.0	10,301.0	124.0	128,364	12.46	125,249	90,935	90,935	49,227	20,854.08	039
040	Albuquerque	SW Intermediate Learning Center	S	11,880.0	317.3	282.7	12,480.0	111.5	95,074	7.62	92,920	81,769	81,769	61,326	20,442.25	040
041	Albuquerque	SW Primary Learning Center	S	14,200.0	307.5	492.5	15,000.0	105.0	90,940	6.06	87,954	77,002	77,002	67,751	19,250.50	041
042	Albuquerque	SW Secondary Learning Center	S	19,252.0	575.3	692.7	20,520.0	283.5	227,351	11.08	219,676	207,905	207,905	103,962	51,976.25	042
043	Albuquerque	The Albuquerque Sign Language Academy	S	4,965.0	247.5	4,297.5	9,510.0	65.0	114,120	12.00	62,550	47,668	47,668	39,080	8,587.50	043
044	Albuquerque	The GREAT Academy	S	9,935.0	370.5	5,099.5	15,405.0	147.0	217,767	14.14	145,680	107,802	107,802	61,329	46,473.60	044
045	Albuquerque	The International School at Mesa del sol	S	15,309.0	419.3	0.0	15,728.3	179.5	155,000	9.85	155,000	131,636	131,636	121,739	9,897.72	045
046	Albuquerque	The Learning Community Charter School	S	26,000.0	426.0	39.0	26,465.0	184.0	240,000	9.07	239,646	134,936	134,936	67,468	33,734.00	046
047	Albuquerque	Tierra Adentro	S	10,648.0	426.8	1,200.2	12,275.0	184.5	155,144	12.64	139,975	135,303	135,303	67,662	33,825.75	047
048	Albuquerque	21 <sup>st</sup> Century Public Academy	L	15,100.0	510.0	0.0	15,610.0	240.0	170,184	10.90	170,184	170,184	170,184	85,092	42,546.00	048
049	Aztec	Mosaic Academy	L	16,780.0	420.0	0.0	17,200.0	180.0	116,000	6.74	116,000	116,000	116,000	88,218	27,782.25	049
050	Bernalillo	Village Academy	S	3,900.0	207.0	0.0	4,107.0	38.0	62,400	15.19	62,400	27,867	27,867	13,934	6,966.75	050
051	Carlsbad	Jefferson Montessori Academy	L	14,574.0	398.3	763.7	15,736.0	165.5	125,634	7.98	119,537	119,537	119,537	58,667	30,473.65	051
052	Cimarron	Moreno Valley High School	L	8,370.0	279.0	0.0	8,649.0	86.0	66,000	7.63	66,000	63,068	63,068	63,068		052
053	Clovis	Choices - Alternative Learning Center	L	12,148.0	505.5	575.5	13,229.0	237.0	102,690	7.76	98,223	98,223	98,223	68,766	29,466.90	053
054	Deming	Deming Cesar Chavez	L	10,661.0	378.8	414.2	11,454.0	152.5	100,000	8.73	96,384	96,384	96,384	96,384		054
055	Espanola	Carinos Charter School	L	82,982.0	494.3	499.7	83,976.0	229.5	138,282	1.65	137,459	137,459	137,459	68,730	34,364.75	055
056	Gadsden	Anthony Charter School	L	5,760.0	275.3	719.7	6,755.0	83.5	75,000	11.10	67,009	61,235	61,235	33,561	12,375.00	056
057	Gadsden	La Union JTP/Alvarez Farms	L	15,460.0	189.0	0.0	15,649.0	26.0	18,000	1.15	18,000	18,000	18,000	13,500	4,500.00	057
058	Gallup	Chief Manuelito MS (Land)	L	464,539.0	1,098.0	0.0	465,637.0	632.0	7,618	0.02	7,618	7,618	7,618	7,618		058
059	Gallup	Churchrock Academy (Land)	L	36,521.0	580.5	500.5	37,602.0	287.0	5,500	0.15	5,427	5,427	5,427	5,427		059
060	Gallup	David Skeet ES (Land)	L	16,760.0	483.0	486.0	17,729.0	222.0	3,556	0.20	3,459	3,459	3,459	3,459		060
061	Gallup	Middle College High School	L	334.0	245.3	86.7	666.0	63.5	15,130	22.72	13,160	13,160	13,160	3,290	3,290	061 <sup>a</sup>
062	Gallup	Ramah Middle School (Land)	L	29,059.0	447.0	458.0	29,964.0	198.0	4,858	0.16	4,783	4,783	4,783	4,783		062



# PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL 2012-2013 LEASE ASSISTANCE AWARDS

	District	School	State (S) or Local (L) Charter	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft. of Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 Memberships or Estimate per PED	Actual Lease	Cost/Sq Ft	Lease Payment for Classroom and Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM <sup>2</sup> or Adjusted Lease	Adjusted awards w/deferred 1st quarter only	Balance	FY 2013 Q1 July 2012 thru Sept 2012	FY 2013 Q2 Oct 2012 thru Dec 2012
063	Jemez Valley	San Diego Riverside	L	11,775.0	302.3	1.7	12,079.0	101.5	76,818	6.36	76,807	74,435	74,435	65,826	18,608.75	
064	Jemez Valley	Walatowa High Charter School	S	3,480.0	244.5	6.0	3,730.5	63.0	46,900	12.57	46,825	46,201	46,201	46,201		
065	Las Cruces	Alma d'arte Charter HS	S	16,349.0	429.8	275.2	17,054.0	186.5	143,000	8.39	140,692	136,770	136,770	68,385	34,192.50	34,192.50
066	Las Cruces	Families and Youth Inc./Las Montanas Charter school	L	15,840.0	581.3	12,219.7	28,641.0	287.5	359,625	12.56	206,191	206,191	206,191	163,993	52,297.50	
067	Las Cruces	John Paul Taylor Academy	S	9,216.0	420.0	0.0	9,636.0	180.0	132,000	13.70	132,000	132,000	132,000	101,260	30,750.00	
068	Las Cruces	La Academia Dolores Huerta	L	9,257.0	337.5	409.5	10,004.0	125.0	114,661	11.46	109,968	91,669	91,669	34,338	28,665.30	
069	Los Lunas	*School of Dreams Academy	S	19,471.0	635.3	0.0	20,106.3	323.5	454,978	22.63	454,978	237,239	59,310	0	59,310.00	
070	Questa	Red River Valley Charter	S	7,536.0	243.8	0.0	7,779.8	62.5	46,923	6.03	46,923	45,834	45,834	34,376	11,458.50	
071	Questa	Roots & Wings Community School	L	2,160.0	216.8	1,623.2	4,000.0	44.5	40,044	10.01	23,794	23,794	23,794	11,897	5,948.50	5,948.50
072	Rio Rancho	The ASK Academy	S	22,150.0	354.8	750.2	23,255.0	136.5	374,360	16.10	362,283	100,102	100,102	75,077	25,025.50	
073	Roswell	Sidney Gutierrez Middle School	L	18,564.0	244.0	0.0	18,808.0	62.5	30,756	1.64	30,756	30,755	30,755	15,377	7,689.00	7,689.00
074	Santa Fe	Monte del Sol Charter school	L	26,895.0	678.0	327.0	27,900.0	352.0	253,752	9.10	250,778	250,778	250,778	123,902	63,438.00	63,438.00
075	Santa Fe	New Mexico School for the Arts	S	36,361.0	415.5	1,253.0	38,029.5	177.0	150,000	3.94	145,058	129,803	129,803	64,901	32,450.75	32,450.75
076	Santa Fe	The Academy for Technology & the Classics	L	35,739.0	685.5	664.5	37,089.0	357.0	260,000	7.01	255,342	255,342	255,342	125,342	65,000.01	65,000.01
077	Santa Fe	The MASTERS Program	S	6,144.0	357.8	1,187.2	7,689.0	138.5	114,785	14.93	97,062	97,062	97,061	55,302	17,499.66	24,259.84
078	Santa Fe	Tierra Encantada Charter High School	L	28,875.0	418.5	706.5	30,000.0	179.0	135,473	4.52	132,283	131,270	131,270	98,462	32,817.50	
079	Santa Fe	Turquoise Trail Charter School	L	64,935.0	844.5	3,324.5	69,104.0	463.0	350,412	5.07	333,554	333,554	333,554	166,777	83,388.50	83,388.20
080	Silver	Aldo Leopold High School	S	9,827.0	313.5	681.5	10,822.0	109.0	72,000	6.65	67,466	67,466	67,466	67,466		
081	Socorro	Cottonwood Valley Charter School	L	10,310.0	405.0	0.0	10,715.0	170.0	120,747	11.27	120,747	120,747	120,747	60,374	30,186.75	30,186.75
082	Taos	Anansi Charter School	L	12,200.0	317.0	0.0	12,517.0	111.5	112,296	8.97	112,296	81,769	81,769	81,769		
083	Taos	Taos Academy Charter School	S	11,338.0	362.0	0.0	11,700.0	141.5	106,800	9.13	106,800	103,769	103,769	77,827	25,942.25	
084	Taos	Taos Integrated School for the Arts	S	14,622.0	332.0	0.0	14,954.0	121.5	144,000	9.63	144,000	89,102	89,102	66,827	22,275.50	
085	Taos	Taos Municipal Charter School	L	9,630.0	469.5	0.0	10,099.5	213.0	142,100	14.07	142,100	142,100	142,100	106,575	35,525.00	
086	Taos	Vista Grande High School	L	15,200.0	299.3	700.7	16,200.0	99.5	78,968	4.87	75,552	72,968	72,968	54,142	18,826.25	
087	West Las Vegas	Rio Gallinas School	L	9,865.0	451.0	0.0	10,316.0	100.0	75,300	7.30	75,300	73,335	73,335	73,335		
088	Albuquerque	Coral Community School	S	26,047.0	402.0	9,137.0	35,586.0	168.0	192,000	5.40	142,702	123,203	123,203	110,603	12,600.00	
089	Albuquerque	Mission Achievement and Success	S	20,955.0	438.0	855.0	22,248.0	192.0	135,000	6.07	129,812	129,812	129,812	64,906	32,453.00	32,453.00
090	Albuquerque	Sage Montessori Charter School	S	10,919.0	675.0	2,302.0	13,896.0	350.0	219,140	15.77	182,837	182,837	182,837	91,419	45,709.25	45,709.25
091	Albuquerque	Southwest Aeronautics, Mathematics and Science	S	37,975.0	495.0	2,530.0	41,000.0	230.0	249,510	6.09	234,113	168,671	168,671	126,503	42,167.75	
092	Albuquerque	William W. & Josephine Dorn Charter Community	S	9,715.0	285.0	0.0	10,000.0	90.0	68,400	6.84	68,400	66,002	66,002	66,002	0.00	
093	Espanola	La Tierra Montessori School of the Arts and Sciences	S	6,730.0	270.0	0.0	7,000.0	80.0	64,800	9.26	64,800	58,668	58,668	44,001	14,667.00	
094	Espanola	McCurdy Charter School	S	18,648.0	1,026.0	0.0	19,674.0	584.0	441,989	22.47	441,989	428,276	428,276	325,458	102,818.13	
095	Farmington	* New Mexico Virtual Academy	L	2,531.0	168.0	682.5	3,381.5	12.0	51,018	15.09	40,721	8,800	2,200	2,200		
096	Gallup-McKinley	Uplift Community School	S	7,581.0	330.0	209.0	8,120.0	120.0	82,900	10.21	80,766	80,766	80,766	65,236	6,400.00	19,130.00
097	Las Cruces	*New America School-Las Cruces	S	5,383.0	375.0	1,020.0	6,778.0	150.0	249,522	36.81	211,972	110,003	27,501	0	27,501.00	
098	Moriarty	*Estancia Valley Classical Academy	S	23,000.0	660.0	0.0	23,660.0	340.0	600,000	25.36	600,000	249,339	62,335	6,295	57,040.00	
	TOTAL / AVERAGE	98	51	2,285,879	45,315	129,386	2,460,569	20,317.0	19,594,063	11.75	18,001,506	13,121,220	11,757,234	8,261,465	2,364,383.46	966,134.42

NOTES:

Shaded rows indicate new application (yellow)

<sup>1</sup> Direct Administrative Space not to exceed  $150\text{nsf} + 1.5\text{nsf} \times \text{MEM}$

<sup>2</sup> 1.019\*1.016\*0.996\*1.016\*1.032 \$700/MEM (Consumer Price Index)= FY 09 = 1.9% FY 10 = 1.6%

<sup>3</sup> X = Public Building; Y = Lease Purchase; Z = Lease from Non-Profit (meets standards in 22-8b-4.2. for being housed by July 1, 2015)

<sup>4</sup> Award deferred-Charter may return to PSCOC for consideration of award once need and number of students physically present is proven.

<sup>5</sup> Award deferred-Charter may return to PSCOC for consideration of award once justification of cost above \$22.50 per square foot is achieved.

**Ownership Key:**

C = County (3), D = District (12), F = Fed (1), M = Municip (2), N = Nonprofit (16), SL = State Land Office (4), T = Tribal (3), U = University (3)



# PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

## 2012-2013 LEASE ASSISTANCE AWARD CORRECTIONS

	School	Total Sq.Ft. of Leased Classroom Space	Total Sq.Ft. of 1'Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft.. Leased Space	Avg. of 80/120 Memberships or Estimate per PED	Actual Lease	Cost/Sq Ft	Total Annual Lease Payment per PED MEM	Lease Payment for Classroom and 1'Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM <sup>2</sup>	Maximum Allowable Lease Assist @ \$733.35/PED MEM <sup>2</sup> or Adjusted Lease	change	
007	Alice King Community School	16,913.0	607.5	4,283.5	21,804.0	305.0	305,166	14.00	1,000.5	245,215	223,672	223,672	14,667.00	007
014	Cottonwood Classical Preparatory School	16,153.0	816.0	11,138.0	28,107.0	444.0	589,830	20.99	1,328.4	356,097	325,607	325,607	0.00	014 <sup>2</sup>
021	Horizon Academy West	24,708.0	795.8	8,258.2	33,762.0	430.5	522,853	15.49	1,214.5	394,963	315,707	315,707	0	021 <sup>2</sup>
022	La Academia de Esperanza	15,320.0	631.5	4,923.5	20,875.0	321.0	360,000	17.25	1,121.5	275,092	235,405	235,405	0	022 <sup>2</sup>
024	La Resolana Leadership Academy	3,310.0	249.0	7,395.0	10,954.0	66.0	102,352	9.34	1,550.8	33,255	48,401	33,255	(15,146.00)	024 <sup>2</sup>
031	New America School	10,096.0	712.5	5,502.5	16,311.0	375.0	614,348	37.66	1,638.3	407,098	275,006	275,006	-	031 <sup>2</sup>
061	Middle College High School	3,918.0	245.3	87.0	4,250.3	63.5	15,130	3.56	238.3	14,820	46,568	14,820	1,660.30	061 <sup>2</sup>
069	School of Dreams Academy	19,471.0	635.3	1,893.7	22,000.0	323.5	454,978	20.68	1,406.4	415,815	237,239	237,239	0	069 <sup>2</sup>
092	William W. & Josephine Dorn Charter Community	9,715.0	163.5	0.0	9,878.5	9.0	68,400	6.92	7,600.0	68,400	6,600	6,600	(59,402.00)	092
095	New Mexico Virtual Academy	2,531.0	168.0	682.5	3,381.5	12.0	51,018	15.09	4,251.5	40,721	8,800	8,800	0	095 <sup>4</sup>
097	New America School-Las Cruces	9,133.0	375.0	7,913.0	17,421.0	150.0	249,522	14.32	1,663.5	136,184	110,003	110,003	0	097 <sup>2</sup>
098	Estancia Valley Classical Academy	22,880.0	660.0	0.0	23,540.0	340.0	342,240	14.54	1,006.6	342,240	249,339	249,339	-	098 <sup>5</sup>
	98	2,303,663	45,227	173,386	2,522,275	20,256.0	19,271,440	10.43	104,782	16,926,237	14,854,738	13,062,999	(58,221)	

Line 7: Alice King Community School increase in MEM form 285 to 305 verified by Beverly Aguilar, Senior Budget Analyst PED. Adjustment to award increase from \$209,005.00 to \$ 223,672

Line 14: Cottonwood Classical Preparatory School error in calculation total sq ft. Increased from 16,969 to 28,107. No change in award (MEM)

Line 21: Horizon Academy error on application of calculating sq ft of total leased space. Did not include Library, computer lab, pre-K and multipurpose room and other. Increase in sq.ftg from 17,633 total to 33,762 (cost/sq ft \$15.49). No change in award (MEM)

Line 22: La Academia de Esperanza error on application of calculating sq ft of total leased space. Increase in total sq.ftg from 13,678.5 to 20,875 (cost/sq ft \$17.25) No change in award (MEM)

Line 24: La Resolana Leadership Academy error on application of calculating sq ft of total leased space from 4,152 to 10,954 (cost/sq ft \$9.34). Correction of lease amount from \$118,084 to \$102,352. Adjustment to award decrease \$48,401 to \$33,255 (Lease)

Line 31: New America School classroom sq ft decreased from 16,153 to 10,096, lease decreased from \$663,149 to \$614,348.00 . No change in Award (MEM)

Line 61: Middle College High error in sq ft calculation school is leasing 2 acres plus classroom space of 334 sq ft. and 2 double wide portables. Adjustment to award increased from \$13,160 to \$14,820.

Line 69: School of Dreams Academy error in sq ft calculation from total 20,106 sq ft to 22,000 (cost/sq ft \$20.68). No change in award (MEM)

Line 92: William W. & Josephine Dorn Charter School number of students projected estimate 90 to actual students of 9. Adjustment to award decrease \$66,002 to \$6,600.

Line 95: PSFA to validate number of students attending & using classroom space

Line 97: New America School-Las Cruces error in sq ft calculation total of 6,778 to 17,046 (cost/sq ft \$14.87). No change in award (MEM)

Line 98: Estancia Valley Classical Academy errors in sq ft calculation total of 23,660 to 23,470. Lease cost reduced from \$600,000. to \$342,240 (cost/sq ft \$14.58). No change in award (MEM)

# TAB 3

## SUBCOMMITTEE REPORTS:

### B. ADMINISTRATION, MAINTENANCE & STANDARDS SUBCOMMITTEE

- *ADEQUACY PLANNING GUIDE – GSF REDUCTION PLAN* \*

\* Denotes potential action by the Public School Capital Outlay Council

**State of New Mexico  
Public School Facilities Authority**



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**MEMORANDUM**

**To:** Robert Gorrell, Director

**From:** Martica Casias, Planning & Design Manager

**Date:** December 31, 2012

**RE:** **Summary of Adequacy Planning Guide Appendix “A” Table - Gross Square Foot Discussion Meetings with Districts, Planners and Design Professionals State Wide**

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The purpose of the following memo is to relay the discussions that occurred with Districts, Design Professionals and Planners in Albuquerque, Las Cruces and Roswell regarding the Adequacy Planning Guide (APG) Appendix A and the potential/opportunity to reduce fundable square footages.

The *Adequacy Planning Guide (APG)* is a resource for Architects, Planners and School Districts when planning and designing Public School Capital Outlay Council (PSCOC) projects. The PSCOC use the APG Appendix A Table to determine the fundable gross square foot (GSF) per student for new and or remodel facilities necessary to support educational adequacy.

**Background –**

The PSCOC and the Public School Capital Outlay Oversight Task Force (PSCOOTF) have considered that the 2006 Adequacy Planning Guidelines (APG) may be too generous and that there is an opportunity to challenge status quo facility size. This is

proposed to occur by reducing the APG and through rigorous needs analysis, determine what is really needed to sufficiently support the various educational programs, reduce operational budgets, maintenance demands, and out-year capital renewal costs.

The proposed revision will require additional review and collaboration, as well as, time and effort to the programming phase of design development by the design professionals, the districts, and the PSFA.

District attendance to the discussion meetings:

- Al Sena - Rio Rancho
- Gene Strickland - Hobbs
- Stan Rounds - Las Cruces
- Herb Torres - Las Cruces
- Joe Baca - Roswell
- Kevin Dillon - Roswell
- John King - Clovis
- Jody Balch - Clovis

Also invited were past district attendees of previous APG discussions - Albuquerque, Portales, Deming, and Gallup.

Design Professional and Planners attendance to the discussion meetings:

- Marilyn Mills, Greer Stafford
- Gary Yabumoto, ASA
- Myles Kraenzel, AKS Architecture
- John Petronis, ARC Planning
- Kerrienne Smith, DeJong-Richter Planners
- William DeJong, DeJong-Richter Planners
- Ken Gutierrez, ASA
- And others

PSCOC Members and Staff Attendance to the discussion meetings:

- Eugene Gant, PSCOC
- Sharon Ball, LCS Staff
- Rachel Gudgel, LFC Staff



We heard several reasons why reduction of the GSF per student could not be achieved, mostly from the design professionals;

- The current teaching method is project based learning utilizing group spaces in addition to classroom space, which necessitates more GSF per student
- Is PSFA making the districts guilty until proven innocent, rather than a challenge?
- Proposed challenge GSF numbers are not realistic, numbers are suspect, numbers not supported by ed specs
- What are the reasons that schools are above the allowable GSF?  
Are they efficient and are they effective?
- What are the reasons that schools are below the allowable GSF?  
Are they efficient and are they effective?
- Why not try the incentive approach, here are the standards we encourage you to go below, and how do we reward you for doing that?

We also heard positive suggestions and support for the proposed reduction, some from the Design Professionals but mostly from the districts who use and maintain the facility after it is built.

Other comments were;

- It can be done, but it will be a challenge, questions need to be asked – “Is this space really necessary to achieve your educational mission?”
- Is there opportunity for shared space, such as part time counselor and part time nurse
- Combining classrooms in low enrollment facilities, such as first grade and second grade
- Combining/ sharing teacher workroom with parent workroom spaces
- Assistance with furniture layout would be welcome, classrooms have been sized appropriately then oversized furniture has disrupted the design intent.
- Classrooms have increased 15% since the 60’s, with no apparent reason why.
- Libraries need to decrease; there is an administrative mindset that keeps them large.
- Back in 1969 we had classrooms, library and cafeteria, no specialized rooms; program development drives facilities, but size can be managed.

- How do we get smarter about using less dollars, and providing a facility that works, that is the challenge.
- We can defiantly fit into the proposed GSF.
- Mechanical systems can affect space, mechanical closets, heat pump closets, etc.
- Appreciate PSCOC/PSFA is listening, state dollars and local dollars come from the same sources.
- Reduction is achievable, but perception is that it is not.
- Why design facilities that cannot be maintained, If you cannot maintain it do not fund it.
- Districts must fight with architects/engineers to get systems that work for them
- Sometimes it is a management challenge for school districts to better utilize new or existing space.
- Challenge to the Design Professional to find a solution using the GSF footprint as the perimeter, or less if they can.
- Planning dollars are the least expensive dollars.
- State does not have unlimited resources.

We welcomed all persons at the meetings to write any comments or suggestions they may have to share with all invitees about the proposed reduction in GSF, only one person made written comment, Kevin Dillon from Roswell.

“This was a good meeting and the points brought to the attention of School Districts are both valid and accurate”.

“The shift for these types of buildings is to have a much more efficient use of space and key in on multi-use spaces- these concepts are critical to making this APG Reduction a success. RISD has been working hard to achieve this type of practice for several years and are glad to see it take notice.

We honestly feel that when not proceeding with the norm and making spaces more efficient then the leverage of the tax dollar, we will see greater results.”

Concern was expressed by districts about local control and specific needs based upon enrollment or programs.

- Reduction in GSF, room by room must be done, try not to penalize districts that have special needs. The make-up of students can be contributing factors

Here is the solution offered by PSCOC in recognition that GSF needs may vary, and to avoid penalizing districts:

“By reducing the APG GSF per student, every project may be challenged with regards to space utilization efficiency. The revised APG are intended to functionally support all of a school’s educational programs, yet to encourage multi-use spaces and other utilization maximizing strategies that will reduce facility size. It is however recommended that guideline maximums be allowed to be challenged first to the PSFA on a case-by-case and educational program-by-program basis. If agreement cannot be reached, districts should be allowed to appeal any PSFA decisions to the PSCOC. Appeals to the PSCOC should be required to be in writing and no later than 20 days prior to the next PSCOC meeting.”

PSFA recommends use of attached revised Appendix A to the subcommittee and PSCOC. If approved the recommended GSF numbers will be used in the upcoming application cycle.

Adequacy Planning Guide  
Appendix A Tables

Max. Building Gross Square Footage per Student for Elem. Schools (Grades K - 6)					
Maximum Total Projected Enrollment	Gross Square Footage per Student (GSF/Student) To Adequacy' CURRENTLY	Total Facility GSF 'To Adequacy' CURRENTLY	Gross Square Footage per Student (GSF/Student) 'To Adequacy' PROPOSED	Total Facility GSF 'To Adequacy' PROPOSED	GSF Reduction
25	250	6250	150	3750	2500
50	200	10000	149	7441	2559
100	180	18000	146	14647	3353
150	170	25500	144	21616	3884
200	160	32000	142	28350	3650
250	150	37500	139	34849	2651
300	150	45000	137	41112	3888
350	150	52500	135	47139	5361
400	140	56000	132	52930	3070
450	135	60750	130	58486	2264
500	130	65000	128	63806	1194
550	125	68750	125	68750	0
600	125	75000	123	73740	1260
650	125	81250	121	78353	2897
700	125	87500	118	82731	4769
750	125	93750	116	86872	6878
800	125	100000	113	90779	9221
850	125	106250	111	94449	11801
900	125	112500	109	97884	14616
950	125	118750	106	101084	17666
1000	125	125000	104	104047	20953

Max. Building Gross Square Footage per Student for Mid Schools (Grades 6 - 7 - 8)					
Maximum Total Projected Enrollment	Gross Square Footage per Student (GSF/Student) To Adequacy' CURRENTLY	Total Facility GSF 'To Adequacy' CURRENTLY	Gross Square Footage per Student (GSF/Student) 'To Adequacy' PROPOSED	Total Facility GSF 'To Adequacy' PROPOSED	GSF Reduction
50	300	15000	170	8500	6500
100	250	25000	167	16685	8315
150	200	30000	134	24554	5446
200	180	36000	161	32107	3893
250	170	42500	157	39345	3155
300	170	51000	154	46268	4732
350	160	56000	151	52875	3125
400	160	64000	148	59167	4833
450	150	67500	145	65144	2356
500	150	75000	142	70804	4196
550	150	82500	138	76150	6350
600	140	84000	135	81180	2820
650	140	91000	132	85894	5106
700	130	91000	130	91000	0
750	130	97500	126	94377	3123
800	130	104000	123	98145	5855
850	130	110500	120	101598	8902
900	130	117000	116	104735	12265
950	130	123500	113	107557	15943
1000	130	130000	110	110063	19937
above	1000	130			

Max. Building Gross Square Footage per Student for High Schools (Grades 9 - 12)					
Maximum Total Projected Enrollment	Gross Square Footage per Student (GSF/Student) To Adequacy' CURRENTLY	Total Facility GSF 'To Adequacy' CURRENTLY	Gross Square Footage per Student (GSF/Student) 'To Adequacy' PROPOSED	Total Facility GSF 'To Adequacy' PROPOSED	GSF Reduction
50	300	15000	215	10750	4250
100	250	25000	211	21053	3947
150	230	34500	206	30909	3591
200	220	44000	202	40319	3681
250	210	52500	197	49281	3219
300	200	60000	193	57797	2203
350	200	70000	188	65865	4135
400	190	76000	184	73487	2513
450	190	85500	179	80662	4838
500	180	90000	175	87390	2610
550	170	93500	170	93500	0
600	170	102000	166	99505	2495
650	170	110500	161	104892	5608
700	170	119000	157	109832	9168
750	170	127500	152	114326	13174
800	170	136000	148	118372	17628
850	170	144500	143	121972	22528
900	160	144000	139	125125	18875
950	160	152000	135	127830	24170
1000	160	160000	130	130089	29911
above	1000	160			

By reducing the APG GSF per student, every project may be challenged with regards to space utilization efficiency. The revised APG are intended to functionally support all of a school's educational programs, yet to encourage multi-use spaces and other utilization maximizing strategies that will reduce facility size. It is however recommended that guideline maximums be allowed to be challenged first to the PSFA on a case-by-case and educational program-by-program basis. If agreement cannot be reached, districts may to appeal any PSFA decisions to the PSCOC. Appeals to the PSCOC should be required to be in writing and no later than 20 days prior to the next PSCOC meeting

**TAB 4**

**2013-2014 STANDARDS-BASED**

**CAPITAL OUTLAY AWARD CYCLE:**

**A. 2013-2014 APPLICATION ANNOUNCEMENT\***

**B. PRELIMINARY FUNDING POOL\***

**C. 2013-2014 PROPOSED WORKPLAN/TIMELINE**

\* Denotes potential action by the Public School Capital Outlay Council

**State of New Mexico  
Public School Capital Outlay Council**

**Chair:**  
David Abbey, LFC

**Members:**  
Paul Aguilar, PED  
Frances Maestas, LESC  
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J. Dee Dennis Jr., RLD  
Joe Guillen, NMSBA

**Public School Facilities Authority**  
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**M E M O R A N D U M**

February 1, 2013

**To: School Districts and Charter Schools**

**From:** Robert A. Gorrell, Director, PSFA

**Subject: 2013-2014 Standards-Based Capital Outlay & Roofing Award Process**

The PSCOC will have a limited pool of funds available for 2013-2014 Standards-Based awards for highly-ranked school projects, and for *urgently-needed* repairs to school roofs, regardless of schools' NMCI rank.

The deadline to submit initial applications for both programs is March 22, 2013, through a planned new PSFA on-line application system. Based on the criticality of need and on project readiness, funds earmarked for these programs will be awarded to applicant districts and charters in July 2013.

*The 2013-2014 Preliminary NMCI Ranking and all application documents can be found under the "Funding" heading in the index on the top of the PSFA's home page at [www.nmpsfa.org](http://www.nmpsfa.org). In addition, please see the revised timeline for other key dates during this award cycle.*

Eligibility for standards-based capital outlay school funding is subject to the following limitations:

- Only highly-ranked projects within the top 25 (with a weighted NMCI score of 55.00 or greater) of the 2013-2014 NMCI Preliminary Ranking will be considered for major renovation or replacement. Based on the number of pre-applications received by the April 1, 2013 due date, a final funding pool will be established that will be used to determine eligibility to complete the full application and be considered for an award.
- District match requirements per state/local match percentage (to be recalculated in May 2013).
- Sufficient district local matching dollars in place. The PSCOC may consider limited approval of requests for waivers or advances for this funding program upon districts qualifying under certain conditions and evidence that no other funds are available.
- Per standard criteria for all PSCOC funding, a current district facility master plan, preventive maintenance plan and use of FIMS are prerequisites.

Eligibility for the separate standards-based roofing projects is subject to the following limitations:

- Expeditionary project completion. Awarded projects *must* be completed within eighteen months of the award date. If a project has been awarded funds and is not completed by deadline, awarded funds will be re-allocated.
- Willingness of applicant districts to expend up-front dollars on validation of roof repairs and criticality by qualified roof consultants, which will be reimbursed only for PSCOC-awarded applications.
- Sufficient district local matching dollars in place. Only school facilities needed to meet the statewide adequacy standards are eligible. The PSCOC may consider approval of requests for advances for this funding program upon districts qualifying under certain conditions and evidence that no other funds are available.
- Per standard criteria for all PSCOC funding, a current district facility master plan, preventive maintenance plan and use of FIMS are prerequisites, and the roof project for which the district is applying for funds should appear in the district facility master plan. *Until funds are available for repair or replacement, problem roofs should receive proper maintenance to remain as functional as possible.*

In addition, the Public School Capital Outlay Oversight Task Force (PSCOOTF) is proposing a potential new funding program for needed repairs or replacement of critical building systems. This new program requires approval by the 2013 Legislature, with specific details and requirements to be sent to districts at a future date.

If the district has a school that the district believes is not adequately reflected in the preliminary NMCI rankings, please contact the respective PSFA Regional Manager to coordinate further review or administrative remedies before making a formal appeal to the PSCOC. The deadline for formal appeal is **March 22, 2013 at 5:00 P.M.**

**Highlight of other key dates following required April 1<sup>st</sup> submission of initial applications:**

April 9, 2013	PSCOC Meeting to consider NMCI rank appeals and determine funding pool
May 6, 2013	2013-2014 Standards-Based Capital Outlay Full Applications due
May 13-29, 2013	PSFA RM site visits and assistance to districts
May 31, 2013	Roof Consultant notices to proceed from districts
June 7, 2013	2013-2014 Standards-Based Capital Outlay Final Applications due
June 20-21, 2013	PSCOC District Presentation Meeting (tentative – location to be determined)
June 28, 2013	Roof consultant site visits conclude with reports due to PSFA
July 25, 2013	PSCOC Award Meeting

Please contact the respective district PSFA Regional Manager for questions or further details about these initiatives and/or the application process.

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

Rank	District	School Name	Gross Area (Sq. Ft.)	Weighted NMCI
06-07-18	West Las Vegas	Union Street ES	14,580	97.22%
06-07-24	Deming	Deming HS	180,000	92.48%
06-07-50	Gadsden	Gadsden HS	277,268	73.90%
07-08-25	West Las Vegas	West Las Vegas Family Partnership	6,318	76.60%
08-09-29	Clovis	James Bickley ES	39,383	75.53%
10-11-07	Gallup McKinley	Washington ES	43,512	74.84%
10-11-10	Roswell	Valley View ES	36,050	69.57%
10-11-11	Cobre	Bayard ES	55,240	68.50%
10-11-16	Gallup McKinley	Church Rock Academy ES	38,202	63.49%
10-11-20	Los Alamos	Aspen ES	49,559	59.71%
10-11-23	Gallup McKinley	Jefferson ES	39,299	58.10%
10-11-27	Las Cruces	Las Cruces HS	302,474	57.26%
10-11-32	Alamogordo	Yucca ES	55,212	56.05%
10-11-32	Alamogordo	New Elementary School		56.05%
10-11-33	Roswell	Berrendo ES	51,055	55.73%
10-11-37	Roswell	Military Heights ES	40,324	52.99%
10-11-48	Roswell	El Capitan ES	43,478	48.38%
11-12-10	Socorro	San Antonio ES	14,875	81.45%
11-12-22	Belen	Family Alternative School	4,450	70.26%
11-12-30	Bernalillo	Bernalillo HS	234,905	66.34%
11-12-34	Espanola	E. T. S Fairview ES	50,492	64.11%
11-12-36	T or C	Truth or Consequences ES	53,264	63.45%
11-12-37	Santa Rosa	Rita Marquez / Anton Chico	26,993	63.15%
11-12-48	Estancia	Estancia MS	35,986	59.50%
11-12-52	Albuquerque	Douglas MacArthur ES	44,441	57.77%
11-12-56	Albuquerque	Chaparral ES	89,125	56.91%
11-12-59	Albuquerque	McKinley MS	100,710	56.01%
11-12-60	Espanola	Velarde ES	25,206	55.94%
12-13-01	NMSD Santa Fe Campus	Site	262,052	134.00%
12-13-06	NMSBVI Alamogordo Campus	Site	180,521	76.58%
12-13-07	NMSBVI Alamogordo Campus	Health Services (1933)	3,220	71.92%
12-13-09	Capitan	Capitan HS	78,298	74.61%
12-13-16	Capitan	Capitan ES	38,844	61.32%
12-13-22	NMSD Santa Fe Campus	Bldg 12-Health Center	6,154	56.51%
12-13-33	Espanola	Los Ninos Kindergarten	23,388	55.76%
12-13-37	Gadsden	Desert View ES	52,854	43.42%
12-13-41	Zuni	Dowa Yalanne ES	63,189	33.31%
12-13-46	Zuni	A:Shiwi ES	57,489	42.82%
12-13-47	Bernalillo	Santo Domingo ES/MS	78,213	44.88%
12-13-52	Central Consolidated	Naschitti ES	33,665	42.92%
12-13-61	Farmington	Farmington HS	255,413	40.66%
12-13-91	Albuquerque	Sandia HS	331,463	34.97%
12-13-99	West Las Vegas	West Las Vegas MS	71,886	35.03%



2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

Schools with "XX-XX-XX" rankings are projects that received partial funding through a previous standards-based award. The rank is formatted by award year followed by the rank from that award cycle. These projects may be eligible for additional phase funding upon submission of an application in current or future award cycles.

1	Gallup McKinley	Juan de Onate ES	46,834	97.76%
2	Lordsburg	Central ES	32,594	90.81%
3	Deming	Deming Intermediate School	80,043	84.78%
4	Espanola-Charter	Carinos Charter School	55,924	80.72%
5	Taos	Chrysalis Alternative School	7,440	80.10%
6	Roswell	Del Norte ES	48,165	78.31%
7	Albuquerque-Charter	Mountain Mahogany Community	8,736	78.26%
8	NMSBVI Alamogordo Campus	Gymnasium (1952)	14,378	77.11%
9	Reserve	Glenwood ES	5,841	71.81%
10	Alamogordo	Oregon ES	35,727	69.92%
11	Central Consolidated	Grace B. Wilson ES	53,816	67.53%
12	Albuquerque	Valle Vista ES	63,157	67.04%
13	Alamogordo	High Rolls Mountain Park ES	12,354	63.34%
14	Raton	Columbian ES	27,115	63.18%
15	Gallup McKinley	Thoreau ES	48,006	62.68%
16	Carlsbad	Sunset ES	37,817	62.25%
17	Lordsburg	Southside ES	17,674	62.00%
18	Roswell	Mesa MS	80,242	61.53%
19	Mesa Vista	Ojo Caliente ES	22,278	60.45%
20	Reserve	Reserve Combined School	90,992	59.02%
21	Albuquerque	Hubert Humphrey ES	59,698	57.66%
22	Santa Fe-Charter	Tierra Encantada Charter School	28,000	57.43%
23	Grants Cibola	Los Alamitos MS	74,458	57.40%
24	Albuquerque	Inez ES	60,078	56.24%
25	Tatum	Tatum ES	36,745	55.06%
26	Gallup McKinley	Thoreau HS	120,259	54.14%
27	Albuquerque	Monte Vista ES	62,325	53.73%
28	Eunice	Caton MS	74,332	53.42%
29	Roswell	Parkview Early Literacy Center	27,796	53.41%
30	Albuquerque	Bellehaven ES	51,904	52.77%
31	Clovis	Highland ES	48,361	52.49%
32	Albuquerque	Zuni ES	62,281	51.05%
33	Central Consolidated	Ruth N. Bond ES	73,620	50.87%
34	Taos	Ranchos de Taos ES	55,851	50.78%
35	Albuquerque	Marie M. Hughes ES	69,922	50.63%
36	Albuquerque	Taylor MS	108,601	50.43%
37	Roswell	Nancy Lopez ES	32,462	50.24%
38	Clayton	Clayton HS	95,399	49.08%
39	Clovis	Cameo ES	49,919	48.44%
40	Hobbs	Broadmoor ES	31,682	48.41%
41	Carlsbad	Joe Stanley Smith ES	36,879	47.57%
42	Ruidoso	Nob Hill ES	46,027	46.79%
43	Roswell	Washington Avenue ES	38,950	46.71%
44	Central Consolidated	Newcomb HS	102,089	46.27%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

45	Jemez Valley-Charter	San Diego Riverside Charter School	18,816	46.26%
46	Silver - State Chartered Schools	Aldo Leopold Charter	10,800	46.09%
47	Carlsbad	Pate ES	32,969	45.61%
48	Albuquerque	Arroyo Del Oso ES	50,760	45.35%
49	Gallup McKinley	Lincoln ES	36,513	45.07%
50	Animas	Animas MS/HS	82,237	45.07%
51	Animas	Animas ES	24,376	44.87%
52	Los Alamos	Barranca Mesa ES	61,871	44.79%
53	Gallup McKinley	Ramah ES	29,354	44.13%
54	Lordsburg	Lordsburg HS	89,920	43.71%
55	Lovington	Yarbro ES	55,254	43.43%
56	Eunice	Eunice HS	118,995	43.28%
57	NMSD Santa Fe Campus	Cartwright Hall	22,457	43.23%
58	Albuquerque	Eubank ES	64,462	43.19%
59	Gallup McKinley	Crownpoint HS	99,209	43.18%
60	Clovis	Parkview ES	48,642	41.97%
61	Farmington	Northeast ES	46,365	41.92%
62	Las Cruces-Charter	La Academia Dolores Huerta Charter	12,400	41.49%
63	Quemado	Datil ES	10,964	41.45%
64	Roswell	Mountain View MS	65,802	41.14%
65	Albuquerque	Alamosa ES	76,255	40.60%
66	Espanola	Espanola Valley HS	178,046	40.32%
67	Silver	Jose Barrios ES	41,272	39.66%
68	Albuquerque	Mission Avenue ES	56,678	39.64%
69	Central Consolidated	Newcomb ES	69,657	39.59%
70	Albuquerque	Duranes ES	54,919	39.40%
71	Albuquerque	Eugene Field ES	56,860	39.35%
72	Santa Fe	Acequia Madre ES	20,492	38.97%
73	Raton	Longfellow ES	32,620	38.92%
74	Roswell	Roswell HS	247,004	38.65%
75	NMSBVI Alamogordo Campus	Sacramento Dormitory (1968)	16,053	38.58%
76	Albuquerque	Collet Park ES	42,459	38.53%
77	Belen	Rio Grande ES	44,163	38.40%
78	Gadsden	Chaparral ES	81,755	38.23%
79	Albuquerque	Painted Sky ES	98,646	37.89%
80	Albuquerque	Sierra Vista ES	82,936	37.78%
81	Gallup McKinley	Roosevelt ES	33,527	37.66%
82	Gallup McKinley	Red Rock ES	51,436	37.42%
83	Floyd	Floyd Combined School	94,941	37.37%
84	Raton	Kearny ES	25,952	37.37%
85	Carlsbad	Alta Vista MS	121,861	37.31%
86	Albuquerque	Atrisco ES	65,406	37.16%
87	Hobbs	Highland Junior HS	122,931	37.06%
88	Los Alamos	Pinon ES	57,520	37.03%
89	Central Consolidated	Tse'bit'ai MS	103,204	36.87%
90	Silver	Harrison H. Schmitt ES	59,416	36.85%
91	NMSBVI Alamogordo Campus	Recreation/Ditzler Auditorium (1930)	19,026	36.68%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

92	Espanola	Abiquiu ES	25,377	36.24%
93	Los Alamos	Chamisa ES	47,894	36.23%
94	Tatum	Tatum Jr./Sr. HS	114,253	36.13%
95	Clovis	Yucca Junior HS	126,769	35.60%
96	Albuquerque	Jimmy Carter MS	174,319	35.51%
97	Albuquerque	Sunset View ES	83,304	34.98%
98	Albuquerque	Edmund G. Ross ES	65,349	34.73%
99	Farmington	Hermosa MS	93,788	34.59%
100	Artesia	Zia Intermediate	111,518	34.39%
101	Albuquerque	Zia ES	69,068	34.06%
102	NMSBVI Alamogordo Campus	Wanda Raney Life Skills Center (1959)	10,574	33.96%
103	Las Cruces	Fairacres ES	45,824	33.91%
104	Albuquerque	Pajarito ES	71,183	33.85%
105	Albuquerque	Carlos Rey ES	70,072	33.78%
106	Las Cruces	White Sands ES/MS	56,693	33.72%
107	Grants Cibola	Bluewater ES	20,444	33.67%
108	Estancia	Estancia Combined ES	81,283	33.64%
109	Albuquerque	Mitchell ES	59,606	33.45%
110	NMSD Santa Fe Campus	Bldg 09-Delgado Hall	11,945	33.35%
111	Clayton	Alvis ES	33,406	33.20%
112	NMSBVI Alamogordo Campus	Garret Dormitory (1964)	14,145	33.14%
113	Santa Fe	Kearny ES	55,150	32.95%
114	Mountainair	Mountainair Jr./Sr. HS	70,744	32.78%
115	Lovington	Jefferson ES	43,841	32.78%
116	Las Cruces	Desert Hills ES	76,726	32.78%
117	Albuquerque	Kirtland ES	53,298	32.75%
118	ABQ-State Chartered	La Promesa Early Learning Charter	25,600	32.63%
119	Las Cruces	MacArthur ES	46,241	32.48%
120	Albuquerque	Wherry ES	82,298	32.37%
121	Gallup McKinley	Stagecoach ES	57,478	31.98%
122	Central Consolidated	Kirtland Central HS	208,300	31.97%
123	Santa Rosa	Santa Rosa HS	107,788	31.95%
124	Cobre	Cobre HS	151,807	31.95%
125	Albuquerque	Apache ES	60,071	31.84%
126	T or C	Sierra ES	24,044	31.65%
127	Santa Fe	Francis X. Nava ES	34,395	31.57%
128	Albuquerque	Comanche ES	49,356	31.41%
129	Santa Fe	Wood-Gormley ES	31,741	31.38%
130	Carlsbad	Riverside ES	35,302	31.32%
131	Albuquerque	Los Padillas ES	51,354	31.32%
132	Melrose	Melrose Combined School	113,040	31.29%
133	Albuquerque	Whittier ES	69,030	31.15%
134	Espanola	Hernandez ES	37,057	31.08%
135	Albuquerque	Mountain View ES	52,183	30.98%
136	Albuquerque	Chamiza ES	70,179	30.91%
137	Albuquerque	Wilson MS	94,841	30.49%
138	Albuquerque	Jackson MS	88,993	30.31%

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139	Los Lunas	Peralta ES	48,554	30.29%
140	Cimarron	Eagle Nest ES/MS	54,950	30.16%
141	Albuquerque	Osuna ES	98,398	30.15%
142	Tularosa	Tularosa MS	64,142	30.03%
143	Albuquerque	Emerson ES	94,678	29.98%
144	Belen	Jaramillo ES	51,691	29.94%
145	Cimarron	Cimarron HS	50,737	29.93%
146	Las Vegas City	Sierra Vista ES	50,547	29.88%
147	Santa Rosa	Santa Rosa ES	56,739	29.82%
148	Albuquerque-Charter	Los Puentes Charter School	10,638	29.76%
149	Farmington	Country Club ES	63,644	29.52%
150	Albuquerque	Kit Carson ES	76,144	29.49%
151	Albuquerque	La Cueva HS	387,921	29.47%
152	Espanola	Chimayo ES	36,047	29.39%
153	Albuquerque	Truman MS	190,905	29.38%
154	Albuquerque	Madison MS	129,662	29.32%
155	Albuquerque	Hodgin ES	78,399	29.27%
156	Las Cruces	Onate HS	281,096	29.18%
157	Dexter	Dexter ES	80,092	29.12%
158	Hobbs	Taylor ES	38,130	29.12%
159	Artesia	Roselawn ES	40,972	29.07%
160	Albuquerque	Garfield MS	100,688	29.05%
161	Clovis	Ranchvale ES	49,321	28.98%
162	Las Cruces	Mesilla Park ES	62,964	28.97%
163	Albuquerque	Cleveland MS	113,030	28.96%
164	Albuquerque	McCollum ES	56,441	28.90%
165	Albuquerque	Eldorado HS	381,206	28.88%
166	Roswell	Goddard HS	237,394	28.87%
167	Albuquerque	Governor Bent ES	64,036	28.86%
168	Las Vegas City	Robertson HS	230,351	29.32%
169	Albuquerque	Hoover MS	115,323	28.67%
170	Pojoaque Valley	Pojoaque MS	90,237	28.64%
171	Albuquerque	Highland HS	352,245	28.51%
172	Albuquerque	Lavaland ES	61,091	28.41%
173	Portales	Portales Jr HS	91,737	28.34%
174	Albuquerque	Reginald Chavez ES	46,926	28.32%
175	Albuquerque	Armijo ES	59,513	28.16%
176	Alamogordo	Sacramento ES	52,385	28.12%
177	Albuquerque	Washington MS	99,198	28.09%
178	Gadsden	Santa Teresa MS	132,268	28.07%
179	Alamogordo	Chaparral MS	117,335	27.90%
180	Hobbs	College Lane ES	60,544	27.82%
181	Farmington	Mesa Verde ES	50,571	27.81%
182	Albuquerque	Montezuma ES	62,974	27.80%
183	Las Cruces	Lynn MS	114,988	27.73%
184	Central Consolidated	Kirtland ES	89,029	27.70%
185	Carlsbad	Puckett ES	25,969	27.63%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

186	Central Consolidated	Shiprock HS	217,812	27.63%
187	Lake Arthur	Lake Arthur Combined School	105,170	27.52%
188	Alamogordo	North Elem ES	58,594	27.48%
189	Albuquerque	School on Wheels Alternative School	20,290	27.36%
190	Santa Fe	Cesar Chavez ES	64,315	27.23%
191	Carlsbad	Craft ES	36,770	27.23%
192	Silver	Sixth Street ES	33,618	27.17%
193	Albuquerque-Charter	Montessori of the Rio Grande Charter	21,014	27.04%
194	Las Vegas City	Paul D. Henry ES	32,591	27.02%
195	Artesia	Penasco ES	5,858	27.01%
196	Mosquero	Mosquero Combined School	43,500	26.99%
197	Capitan	Capitan MS	14,021	26.87%
198	Albuquerque	La Mesa ES	85,779	26.86%
199	Albuquerque	Roosevelt MS	121,362	26.71%
200	NMSD Santa Fe Campus	Bldg 15-Larson Gym	13,638	26.55%
201	Albuquerque	Dolores Gonzales ES	46,492	26.55%
202	Hobbs	Southern Heights ES	49,775	26.50%
203	Ruidoso	Ruidoso HS	170,054	26.38%
204	Las Cruces	Picacho MS	125,599	26.35%
205	Albuquerque	Sandia Base ES	51,962	26.34%
206	Jal	Jal Jr./Sr. HS	121,227	26.32%
207	Cimarron	Cimarron ES/MS	52,083	26.23%
208	Carlsbad	Early Childhood Education Center	52,126	26.18%
209	Farmington	McCormick ES	56,546	26.05%
210	Grants Cibola	Mount Taylor ES	67,354	26.02%
211	Alamogordo	Holloman Intermediate	38,857	25.97%
212	Farmington	Ladera Del Norte ES	58,317	25.96%
213	Mountainair	Mountainair ES	42,684	25.95%
214	Gadsden	Riverside ES	66,148	25.93%
215	Las Cruces	Hillrise ES	56,080	25.92%
216	Albuquerque	Ernie Pyle MS	122,554	25.89%
217	Bloomfield	Central Primary School	90,897	25.87%
218	T or C	Truth or Consequences MS	66,460	25.79%
219	Las Cruces	Zia MS	116,516	25.79%
220	Carlsbad	Hillcrest ES	38,920	25.78%
221	Las Cruces	Jornada ES	53,406	25.77%
222	Albuquerque	Kennedy MS	99,715	25.75%
223	Las Cruces	Vista MS	96,550	25.72%
224	Bloomfield	Mesa Alta Junior HS	117,090	25.61%
225	Santa Fe	Edward Ortiz MS	107,000	25.45%
226	House	House Combined School	50,021	25.40%
227	Albuquerque	Griegos ES	45,514	25.39%
228	Gadsden	La Union ES	58,910	25.36%
229	Las Cruces	Alameda ES	52,277	25.36%
230	Moriarty / Edgewood	Moriarty HS	254,012	25.35%
231	Artesia	Hermosa ES	46,120	25.34%
232	Hobbs	Jefferson ES	42,906	25.31%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

233	Las Cruces	Dona Ana ES	69,458	25.30%
234	Wagon Mound	Wagon Mound Combined	64,713	25.25%
235	Raton	Raton MS	54,773	25.25%
236	Carlsbad	Monterrey ES	40,550	25.16%
237	Mesa Vista	Mesa Vista MS/HS	71,460	25.13%
238	Albuquerque	La Luz ES	58,329	25.13%
239	Santa Fe	E. J. Martinez ES	41,078	25.07%
240	Gadsden	Mesquite ES	74,760	25.05%
241	Las Cruces	Mesilla ES	46,505	25.05%
242	Artesia	Central ES	19,892	25.04%
243	Clovis	Clovis HS	364,100	25.02%
244	Clovis	Zia ES	62,218	24.90%
245	Santa Fe	Capital HS	183,031	24.85%
246	Albuquerque	Mark Twain ES	33,013	24.79%
247	Hobbs	Booker T. Washington ES	48,092	24.67%
248	Gadsden	Sunland Park ES	57,584	24.55%
249	Alamogordo	La Luz ES	47,087	24.49%
250	Cobre	San Lorenzo ES	20,000	24.46%
251	Albuquerque	Van Buren MS	84,128	24.45%
252	Taos	Taos HS	212,569	24.34%
253	Moriarty / Edgewood	Moriarty ES	65,435	24.29%
254	Albuquerque-Charter	Twenty-First Century Public Academy	20,120	24.25%
255	Albuquerque	Alvarado ES	53,887	24.16%
256	Artesia	Yucca ES	33,839	24.14%
257	Clayton	Clayton Junior HS	34,800	24.14%
258	Los Lunas	Daniel Fernandez ES	59,030	24.12%
259	Albuquerque	Jefferson MS	125,678	24.09%
260	Albuquerque-Charter	La Academia de Esperanza Charter	16,678	24.05%
261	Albuquerque	Manzano HS	343,317	24.05%
262	Alamogordo	Buena Vista ES	35,606	24.04%
263	Albuquerque	Del Norte HS	299,642	23.99%
264	Farmington	Apache ES	59,865	23.98%
265	Maxwell	Maxwell Combined School	53,822	23.95%
266	Rio Rancho	Rio Rancho ES	66,539	23.90%
267	Hobbs	Edison ES	34,933	23.87%
268	Albuquerque	Taft MS	146,304	23.82%
269	Albuquerque	Double Eagle ES	78,458	23.81%
270	Portales	James ES	49,596	23.78%
271	Gadsden	Desert Trail Intermediate	68,474	23.77%
272	Las Cruces	East Picacho ES	54,986	23.72%
273	Rio Rancho	Mountain View MS	124,106	23.70%
274	Pecos	Pecos HS	96,160	23.57%
275	Albuquerque	John Adams MS	124,329	23.55%
276	Albuquerque	Harrison MS	100,741	23.50%
277	Farmington	Piedra Vista HS	245,698	23.47%
278	Carlsbad	Carlsbad HS	370,179	23.45%
279	Albuquerque	Polk MS	107,293	23.36%

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280	Lordsburg	R.V. Traylor ES	37,873	23.35%
281	Albuquerque-Charter	Academia de Lengua y Cultura Charter	10,394	23.35%
282	Hondo Valley	Hondo Combined school	56,830	23.30%
283	Deming	Chaparral ES	54,772	23.27%
284	Belen	Belen HS	245,154	23.22%
285	Clovis	Sandia ES	46,911	23.14%
286	Gallup McKinley	David Skeet ES	42,442	23.10%
287	Gadsden	Chaparral MS	93,937	23.07%
288	Belen	Dennis Chavez ES	54,927	23.06%
289	Moriarty / Edgewood	Edgewood ES	57,900	23.04%
290	Albuquerque-Charter	Nuestros Valores Charter School	11,719	22.94%
291	Springer	Springer ES/MS Combined	45,569	22.94%
292	Zuni	Zuni MS (Old Intermediate)	77,952	22.94%
293	Albuquerque	Grant MS	127,267	22.93%
294	Lovington	Lovington HS	214,771	22.83%
295	Chama Valley	Chama ES/ MS	46,736	22.79%
296	Albuquerque	Eisenhower MS	136,131	22.63%
297	Tucumcari	Tucumcari MS	79,085	22.63%
298	Clovis	Mesa ES	58,164	22.63%
299	Albuquerque-Charter	Native American Community Academy	27,526	22.62%
300	Farmington	Bluffview ES	62,914	22.52%
301	Rio Rancho	Martin Luther King, Jr. ES	114,563	22.50%
302	Artesia	Park Junior HS	122,020	22.36%
303	Las Cruces	Sunrise ES	65,292	22.17%
304	Albuquerque	Barcelona ES	59,593	22.16%
305	Questa	Alta Vista ES/MS	70,172	22.07%
306	Los Lunas	Raymond Gabaldon ES	56,620	22.07%
307	Vaughn	Vaughn Combined School	69,155	22.05%
308	Santa Fe	Pinon ES	84,266	21.99%
309	Albuquerque	Lowell ES	59,010	21.95%
310	Albuquerque	Cochiti ES	52,276	21.94%
311	Farmington	Mesa View MS	100,987	21.93%
312	Dora	Dora Combined	103,542	21.91%
313	Artesia	Artesia HS	309,152	21.91%
314	Cobre	Central ES	78,764	21.88%
315	Loving	Loving ES	44,075	21.87%
316	Deming	Bell ES	33,884	21.84%
317	West Las Vegas-Charter	Rio Gallinas Charter School	4,467	21.84%
318	Albuquerque	Bel-Air Elem ES	75,966	21.82%
319	Clovis	Clovis Freshman Academy	99,396	21.68%
320	Albuquerque	Atrisco Heritage Academy HS	511,626	21.62%
321	Albuquerque	Matheson Park ES	55,096	21.53%
322	Albuquerque	Volcano Vista HS NW	454,940	21.53%
323	Las Cruces	Hermosa Heights ES	63,372	21.47%
324	Los Alamos	Mountain ES	58,971	21.46%
325	Albuquerque	Bandelier ES	85,070	21.37%
326	Gallup McKinley	Navajo Pine HS	77,415	21.34%

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327	Rio Rancho	Eagle Ridge MS	139,338	21.30%
328	Lovington	Taylor MS	101,521	21.23%
329	Las Vegas City	Mike Mateo Sena ES	27,709	21.20%
330	Alamogordo	Heights ES	38,436	21.16%
331	Las Cruces	Highland ES	84,789	21.15%
332	Carlsbad	P.R. Leyva MS	167,325	21.09%
333	Albuquerque	Hawthorne ES	63,069	21.01%
334	Socorro	Socorro HS	136,527	20.89%
335	Hobbs	Will Rogers ES	59,756	20.75%
336	Gallup McKinley	Rocky View ES	43,447	20.71%
337	Las Cruces	Tombaugh ES	74,432	20.68%
338	Gallup McKinley	Chee Dodge ES	58,036	20.65%
339	Aztec	Lydia Rippey ES	65,843	20.58%
340	Jemez Mountain	Coronado MS/HS	89,749	20.54%
341	Espanola	Mountain View ES	20,601	20.51%
342	Hobbs	Stone ES	53,758	20.48%
343	Portales	Portales HS	193,091	20.43%
344	Gadsden	Loma Linda ES	56,660	20.43%
345	Santa Fe	Amy Biehl Community School	64,516	20.36%
346	Rio Rancho	Puesta Del Sol ES	84,977	20.35%
347	Los Lunas	Valencia MS (AKA - Manzano Vista MS)	96,874	20.32%
348	Las Cruces	Booker T. Washington ES	68,294	20.25%
349	Jal	Jal ES	41,500	20.18%
350	Albuquerque	A. Montoya ES	55,472	20.09%
351	Los Lunas	Los Lunas MS	100,475	20.03%
352	Bloomfield	Naaba Ani ES	84,121	20.03%
353	Farmington	Animas ES	57,462	19.91%
354	Jemez Mountain	Gallina ES	16,777	19.90%
355	Mora	Mora Combined School	147,040	19.84%
356	Albuquerque	S. Y. Jackson ES	56,004	19.81%
357	Socorro	Midway ES	13,755	19.76%
358	Albuquerque	Rio Grande HS	278,724	19.76%
359	Santa Fe-Charter	Turquoise Trail Elementary Charter	65,681	19.70%
360	Hobbs	Coronado ES	49,806	19.56%
361	Albuquerque	Dennis Chavez ES	83,129	19.34%
362	Gallup McKinley	Thoreau MS	52,152	19.29%
363	Roswell-Charter	Sidney Gutierrez Charter Middle School	10,110	19.17%
364	Albuquerque	Chelwood ES	126,308	19.13%
365	Elida	Elida ES	14,387	19.13%
366	Gallup McKinley	Crownpoint MS	54,677	19.12%
367	Gallup McKinley	Tohatchi HS	104,975	19.08%
368	Albuquerque-Charter	Public Academy for Performing Arts	29,568	19.03%
369	Albuquerque	Corrales ES	58,932	19.02%
370	Artesia	Yeso ES	54,646	18.94%
371	Grants Cibola	Seboyeta ES	17,384	18.74%
372	Santa Fe	Chaparral ES	56,884	18.73%
373	Albuquerque	Alameda ES	46,089	18.48%



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374	Albuquerque	John Baker ES	81,455	18.48%
375	San Jon	San Jon Combined	88,899	18.46%
376	Los Lunas	Valencia ES	52,236	18.28%
377	Dexter	Dexter MS	42,462	18.22%
378	Las Cruces-State Chartered	Alma d' Arte Charter High School	38,660	18.15%
379	Lovington	Lea ES	44,753	18.06%
380	Socorro	Zimmerly ES	52,627	18.03%
381	Rio Rancho	Rio Rancho HS	379,923	18.02%
382	Espanola	Dixon ES	18,707	18.01%
383	Las Cruces	Sierra MS	96,249	18.01%
384	Albuquerque	Navajo ES	81,403	17.98%
385	Moriarty / Edgewood	Mountainview ES	67,809	17.94%
386	Cloudcroft	Cloudcroft ES/MS	66,152	17.80%
387	Alamogordo	Holloman MS	53,714	17.80%
388	Belen	La Merced ES	52,903	17.76%
389	Aztec	McCoy Avenue ES	68,199	17.74%
390	Gadsden	Santa Teresa HS	250,295	17.74%
391	Clovis	Barry ES	48,106	17.74%
392	Alamogordo	Alamogordo HS	329,975	17.68%
393	Rio Rancho	Enchanted Hills ES	106,410	17.54%
394	Albuquerque	Onate ES	66,131	17.47%
395	Albuquerque	San Antonito ES	53,719	17.42%
396	Rio Rancho	Colinas del Norte ES	101,532	17.40%
397	Hobbs	Houston Junior HS	109,982	17.38%
398	Las Cruces	Conlee ES	58,788	17.36%
399	Las Vegas City	Los Ninos ES	43,151	17.25%
400	Mora	Holman ES	21,086	17.24%
401	Penasco	Penasco ES	60,248	17.15%
402	Aztec	Park Avenue ES	70,531	17.02%
403	Silver	G.W. Stout ES	74,704	16.83%
404	Rio Rancho	Lincoln MS	118,735	16.78%
405	Jemez Mountain-Charter	Lindrith Heritage Charter	11,569	16.76%
406	Albuquerque	Acoma ES	49,932	16.72%
407	Los Lunas	Tome ES	65,407	16.69%
408	Alamogordo	Holloman Primary	62,859	16.68%
409	Hagerman	Hagerman Combined	149,474	16.66%
410	Albuquerque-Charter	El Camino Real Academy Charter School	61,380	16.59%
411	Dulce	Dulce HS	222,142	16.58%
412	Gallup McKinley	Ramah HS	64,430	16.58%
413	Belen	Belen MS	147,981	16.57%
414	ABQ-State Chartered	Amy Biehl Charter High School	41,900	16.49%
415	ABQ-State Chartered	The Learning Community Charter	25,287	16.28%
416	Gallup McKinley	John F. Kennedy MS	99,629	16.10%
417	Artesia	Grand Heights Early Childhood	36,800	16.10%
418	Las Vegas City	Legion Park ES	34,219	16.05%
419	Albuquerque	Seven Bar ES	88,728	16.01%
420	Hobbs	Sanger ES	42,547	15.97%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

421	Elida	Elida MS/HS	52,220	15.90%
422	Albuquerque	Tomasita ES	66,511	15.88%
423	Albuquerque	Hayes MS	108,635	15.88%
424	Santa Fe	R.M. Sweeney ES	68,289	15.87%
425	Hatch Valley	Hatch Valley ES	42,289	15.81%
426	Penasco	Penasco HS	68,757	15.81%
427	Los Lunas	Ann Parish ES	67,682	15.72%
428	Bernalillo	Placitas ES	17,017	15.61%
429	Albuquerque	Petroglyph ES	79,801	15.59%
430	Albuquerque-Charter	South Valley Academy Charter School	37,888	15.57%
431	Hobbs	Hobbs Freshman School	174,399	15.56%
432	T or C	Arrey ES	32,659	15.50%
433	Albuquerque	Sombra del Monte ES	68,183	15.43%
434	Pojoaque Valley	Pablo Roybal ES	77,050	15.39%
435	Lovington	Llano ES	63,498	15.33%
436	Estancia	Estancia HS	117,501	15.21%
437	Hatch Valley	Rio Grande ES	39,254	15.21%
438	Springer	Springer HS	54,025	15.17%
439	Santa Fe	Agua Fria ES	72,124	14.97%
440	Albuquerque	Valley HS	288,799	14.91%
441	Gadsden	Gadsden ES	62,565	14.88%
442	Gallup McKinley	Gallup Central HS	33,976	14.86%
443	Belen	Gil Sanchez ES	48,054	14.84%
444	Lovington	Ben Alexander ES	62,038	14.76%
445	Corona	Corona Combined School	65,073	14.70%
446	Logan	Logan Combined	90,369	14.68%
447	Lovington	Lovington 6th Grade Academy	105,607	14.62%
448	Bernalillo	Bernalillo MS	107,901	14.61%
449	Questa	Questa Junior High/HS	126,828	14.51%
450	Los Lunas	Los Lunas ES	62,984	14.46%
451	Las Cruces	San Andres Learning Center	49,001	14.44%
452	Farmington	Esperanza ES	74,804	14.36%
453	West Las Vegas	Tony Serna Jr. ES	27,613	14.29%
454	Moriarty / Edgewood	Route 66 ES	54,680	14.12%
455	Pojoaque Valley	Pojoaque HS	166,455	14.11%
456	Grants Cibola	Mesa View ES	55,573	14.06%
457	Cuba	Cuba MS	47,381	13.99%
458	Estancia	Estancia Valley Learning Center	3,840	13.98%
459	Las Cruces-Charter	Las Montanas Charter School	26,737	13.96%
460	Magdalena	Magdalena Combined	143,306	13.94%
461	Albuquerque	Lyndon B. Johnson MS	154,635	13.87%
462	Albuquerque	Ventana ES	88,215	13.81%
463	Cloudcroft	Cloudcroft HS	80,689	13.81%
464	West Las Vegas	Valley ES/MS	49,239	13.80%
465	Rio Rancho	Ernest Stapleton ES	87,201	13.79%
466	NMSBVI Alamogordo Campus	Library (1933)	4,830	13.77%
467	Albuquerque	Albuquerque HS	289,173	13.75%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

468	Quemado	Quemado Combined	68,917	13.72%
469	Albuquerque-Charter	Digital Arts and Technology Academy	42,308	13.66%
470	Santa Fe	Atalaya ES	40,005	13.60%
471	Roswell	Berrendo MS	108,235	13.54%
472	Taos	Arroyo del Norte ES	38,231	13.54%
473	Tularosa	Tularosa ES	69,252	13.53%
474	Deming-Charter	Deming Cesar Chavez Charter High	23,784	13.44%
475	Roswell	Pecos ES	35,963	13.28%
476	Moriarty / Edgewood	South Mountain ES	43,174	13.25%
477	Alamogordo	Academy Del Sol Alternative HS	21,177	13.15%
478	Jemez Valley	Jemez Valley HS	66,984	13.12%
479	Albuquerque	Cibola HS	361,631	13.05%
480	Espanola	Carlos F Vigil MS	124,674	12.93%
481	Penasco	Penasco MS	30,697	12.89%
482	Santa Fe	Santa Fe HS	325,234	12.87%
483	Aztec	Aztec HS	228,389	12.85%
484	Alamogordo	Sierra ES	43,307	12.75%
485	Bernalillo	Algodones ES	25,157	12.74%
486	Espanola	James Rodriguez ES	61,269	12.62%
487	Carlsbad-Charter	Jefferson Montessori Academy Charter	22,955	12.53%
488	Albuquerque	East San Jose ES	97,052	12.50%
489	Santa Fe	El Dorado Community School	96,098	12.33%
490	Lovington	Lovington Freshman Academy	17,600	12.21%
491	Socorro	Raymond Sarracino MS	90,484	12.13%
492	Gallup McKinley	Tobe Turpen ES	45,377	11.96%
493	Portales	Valencia ES	53,496	11.88%
494	Hatch Valley	Hatch Valley MS	70,024	11.83%
495	Jemez Valley	Jemez Valley MS	35,432	11.74%
496	Hatch Valley	Garfield ES	33,799	11.72%
497	Jemez Valley	Jemez Valley ES	52,706	11.68%
498	Las Cruces	Mayfield HS	296,855	11.62%
499	Central Consolidated	Nizhoni ES	65,177	11.61%
500	Hobbs	Mills ES	37,152	11.54%
501	Ruidoso	Sierra Vista Primary	40,102	11.51%
502	Des Moines	Des Moines Combined School	76,455	11.46%
503	Tularosa	Tularosa Intermediate	47,144	11.43%
504	Los Lunas	Valencia HS	205,569	11.32%
505	Gallup McKinley	Gallup HS	401,900	10.92%
506	Albuquerque	Lew Wallace ES	44,862	10.80%
507	Bloomfield	Bloomfield HS	274,934	10.79%
508	Bloomfield	Charlie Y. Brown HS	20,631	10.77%
509	Dulce	Dulce MS	77,188	10.72%
510	Santa Fe	Calvin Capshaw MS	101,244	10.71%
511	Las Cruces	Valley View ES	63,433	10.68%
512	Roy	Roy Combined School	51,400	10.65%
513	Pecos	Pecos ES	50,870	10.59%
514	Albuquerque	Susie R. Marmon ES	93,874	10.57%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

515	Gadsden	Gadsden MS	166,310	10.54%
516	Carrizozo	Carrizozo Combined School	65,132	10.51%
517	NMSBVI Alamogordo Campus	North Cottage (1930)	1,050	10.45%
518	Las Cruces	Cesar Chavez ES	75,291	10.34%
519	NMSD Albuquerque Preschool	Site	8,237	10.34%
520	Taos	Enos Garcia ES	110,304	10.28%
521	NMSD Santa Fe Campus	Bldg 10a-Dillon Hall Main Bldg	35,054	10.24%
522	Grants Cibola	Grants HS	299,624	10.18%
523	Bloomfield	Blanco ES	45,885	10.13%
524	Socorro-Charter	Cottonwood Valley Charter School	18,052	10.10%
525	Albuquerque	Freedom HS	43,667	10.10%
526	Las Cruces	Camino Real MS	115,817	9.99%
527	Gallup McKinley-Charter	Middle College Charter High School	3,314	9.96%
528	Socorro	Parkview ES	79,400	9.96%
529	Rio Rancho	Vista Grande ES	88,251	9.94%
530	Farmington	Rocinante HS	26,003	9.87%
531	Questa	Rio Costilla ES	23,002	9.78%
532	Gallup McKinley	Hiroshi Miyamura HS	198,476	9.77%
533	Gadsden	Berino ES	87,167	9.76%
534	Bernalillo	Carrol ES	64,000	9.67%
535	Santa Fe	Ramirez Thomas ES	78,755	9.66%
536	Ruidoso	White Mountain ES	49,466	9.61%
537	Albuquerque	New Futures Alternative High School	37,168	9.50%
538	Jemez Mountain	Lybrook ES/MS	27,811	9.47%
539	ABQ-State Chartered	Academy of Trades and Technology	14,706	9.47%
540	Clayton	Kiser ES	13,527	9.38%
541	Las Cruces	Central ES	27,768	9.36%
542	West Las Vegas	Luis E. Armijo ES	47,935	9.23%
543	Albuquerque	Desert Ridge MS	169,297	9.18%
544	West Las Vegas	Don Cecilio Martinez ES	29,704	9.14%
545	Deming	Memorial ES	44,088	8.97%
546	State Chartered Schools	Montessori Elementary Charter School	4,000	8.79%
547	Bernalillo	Cochiti ES/MS	55,168	8.71%
548	Rio Rancho	Rio Rancho MS	251,624	8.63%
549	Aztec	C.V. Koogler MS	131,750	8.57%
550	Farmington	McKinley ES	71,170	8.44%
551	Santa Fe	De Vargas MS	100,596	8.38%
552	Portales	Brown ES	47,111	8.30%
553	Silver	Silver HS	193,194	8.30%
554	Mesa Vista	El Rito ES	24,766	8.07%
555	Central Consolidated	Newcomb MS	53,472	7.98%
556	Santa Fe	Aspen Community Magnet School	97,287	7.97%
557	Taos	Taos MS	94,457	7.89%
558	ABQ-State Chartered	Creative Education Preparatory Institute	13,330	7.80%
559	Central Consolidated	Eva B. Stokely ES	81,325	7.77%
560	Los Lunas	Katherine Gallegos ES	61,243	7.75%
561	Albuquerque	Longfellow ES	50,612	7.75%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

562	Albuquerque	Manzano Mesa ES	77,767	7.74%
563	Espanola	San Juan ES	49,748	7.64%
564	Santa Fe	Salazar ES	56,487	7.53%
565	Deming	Bataan ES	67,405	7.49%
566	Santa Rosa	Santa Rosa MS	42,300	7.38%
567	Alamogordo	Mountain View MS	92,934	7.32%
568	Gallup McKinley	Navajo ES	59,077	7.21%
569	NMSBVI Alamogordo Campus	South Cottage (1930)	1,050	7.21%
570	Loving	Loving HS	79,233	7.20%
571	ABQ-State Chartered	Cesar Chavez Community Charter	26,000	7.08%
572	Ruidoso	Ruidoso MS	70,000	7.06%
573	Albuquerque	Adobe Acres ES	80,741	7.03%
574	Albuquerque	Rudolfo Anaya ES	83,304	6.98%
575	Albuquerque	James Monroe MS	182,241	6.92%
576	Chama Valley	Tierra Amarilla ES	27,384	6.91%
577	Tucumcari	Tucumcari ES	114,140	6.82%
578	Bernalillo	Bernalillo ES	62,946	6.80%
579	Gadsden	Chaparral HS	221,997	6.72%
580	Silver	La Plata MS	108,953	6.60%
581	Belen	La Promesa ES	58,119	6.57%
582	Gallup McKinley	Tohatchi MS	45,894	6.43%
583	Cuba	Cuba ES	40,653	6.33%
584	Gallup McKinley	Twin Lakes ES	41,206	6.31%
585	Albuquerque	Los Ranchos ES	49,393	6.10%
586	Gadsden	Santa Teresa ES	63,357	6.07%
587	Central Consolidated	Ojo Amarillo ES	79,565	6.07%
588	Lordsburg	Dugan Tarango MS	41,718	6.01%
589	Las Vegas City	Memorial MS	104,130	5.98%
590	Fort Sumner	Fort Sumner Combined	124,702	5.86%
591	Albuquerque	Vision Quest Alternative Middle School	2,000	5.86%
592	Santa Fe	Career Academy at Larragoite	22,298	5.86%
593	Rio Rancho	Sue Cleveland HS	433,788	5.76%
594	Roswell	Sunset ES	42,721	5.75%
595	NMSD Albuquerque Preschool	Preschool Building (1995)	8,237	5.70%
596	Clovis	Marshall Junior HS	163,114	5.62%
597	Santa Fe-Charter	Monte Del Sol Charter School	29,173	5.61%
598	Gallup McKinley	Indian Hills ES	58,905	5.48%
599	ABQ-State Chartered	East Mountain Charter High School	43,752	5.41%
600	Albuquerque	North Star ES	74,810	5.41%
601	Albuquerque	Mary Ann Binford ES	89,435	5.37%
602	Los Lunas	Desert View ES	66,009	5.27%
603	Moriarty / Edgewood	Edgewood MS	144,817	5.22%
604	Grants Cibola	Laguna-Acoma MS/ HS	120,648	5.21%
605	Albuquerque	Edward Gonzales ES	229,005	5.18%
606	Santa Fe	Agua Fria Community School	137,957	5.16%
607	Texico	Texico Combined	165,473	5.15%
608	ABQ-State Chartered	Southwest Primary Learning Center	14,160	5.10%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

609	Gadsden	Sunrise ES	61,565	4.98%
610	Clovis	La Casita ES	47,837	4.87%
611	Santa Fe	Gonzales Community School	54,415	4.80%
612	Silver	Silver City Opportunity School	9,000	4.67%
613	ABQ-State Chartered	Gilbert L Sena Charter High School	16,016	4.56%
614	Albuquerque	Early College Academy Alternative	3,808	4.55%
615	Ruidoso	Nob Hill Early Childhood Center	10,000	4.52%
616	Rio Rancho	Independence High	20,000	4.50%
617	Dexter	Dexter HS	121,534	4.45%
618	Taos-Charter	Vista Grande Charter High School	10,016	4.41%
619	Hatch Valley	Hatch Valley HS	166,024	4.34%
620	Albuquerque	West Mesa HS	355,994	4.32%
621	Las Cruces	Columbia ES	78,000	4.21%
622	West Las Vegas	West Las Vegas HS	139,333	4.19%
623	Grants Cibola	Cubero ES New 2011	37,482	4.05%
624	Zuni	Zuni HS	116,224	3.90%
625	Las Cruces	Sonoma ES	85,899	3.85%
626	ABQ-State Chartered	Southwest Secondary Learning Center	14,160	3.85%
627	Albuquerque	Tony Hillerman MS	100,000	3.83%
628	Deming	Red Mountain MS	145,168	3.79%
629	Gallup McKinley	Gallup MS	102,981	3.79%
630	Jemez Valley-State Chartered S	Walatowa Charter High School	11,860	3.74%
631	Bloomfield	Bloomfield Early Childhood Center	57,772	3.54%
632	Albuquerque-Charter	SIA Tech Charter School	11,564	3.35%
633	Aztec-Charter	Mosaic Academy Charter School	9,024	3.34%
634	Dulce	Dulce ES	68,764	3.32%
635	Gadsden	Vado ES	61,565	3.30%
636	Aztec	Vista Nueva Alternative HS	15,010	3.27%
637	ABQ-State Chartered	Southwest Intermediate Learning	15,120	3.27%
638	NMSD Santa Fe Campus	Bldg 04-Connor Hall	30,350	3.24%
639	Raton	Raton HS	104,593	3.24%
640	Central Consolidated	Kirtland MS	140,492	3.22%
641	Pecos	Pecos MS	20,690	3.19%
642	Albuquerque	Coronado ES	45,621	3.18%
643	Gallup McKinley	Navajo MS	50,595	3.18%
644	Lovington	New Hope Alternative HS	5,400	3.17%
645	Los Lunas	Century Alternative High	28,000	2.96%
646	Albuquerque-Charter	Bataan Military Academy Charter	8,800	2.92%
647	Gadsden	North Valley ES	61,565	2.90%
648	T or C	Hot Springs HS	116,127	2.87%
649	Espanola	Tony E Quintana ES	38,552	2.83%
650	Albuquerque	Georgia O'Keefe ES	49,893	2.75%
651	Albuquerque	Tierra Antigua ES	85,693	2.71%
652	Cimarron-Charter	Moreno Valley Charter High School	15,966	2.69%
653	Cobre	Hurley ES	37,104	2.68%
654	ABQ-State Chartered	Montessori Elementary Charter School	29,997	2.67%
655	Grants Cibola	San Rafael ES	26,662	2.66%

2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

656	Grady	Grady Mun. Combined	69,532	2.62%
657	ABQ-State Chartered	North Valley Academy Charter School	39,034	2.56%
658	ABQ-State Chartered	Horizon Academy West Charter School	35,075	2.54%
659	Cobre	Snell MS	92,859	2.51%
660	Questa-State Chartered	Red River Valley Charter School	10,118	2.28%
661	Silver	Cliff Combined	71,135	2.27%
662	Santa Fe	Tesuque ES	24,351	2.25%
663	Pojoaque Valley	Pojoaque Intermediate	31,306	2.16%
664	Los Lunas	Bosque Farms ES	69,417	2.11%
665	Gallup McKinley	Tse' Yi' Gai HS	62,196	2.04%
666	NMSBVI Alamogordo Campus	Jack Hall Building -New Health Service	24,426	2.04%
667	Loving	Loving New MS	55,614	2.03%
668	Cuba	Cuba HS	114,572	2.02%
669	Zuni	Twin Buttes HS	21,638	1.95%
670	Questa-Charter	Roots & Wings Community Charter	4,119	1.84%
671	Rio Rancho	Maggie Cordova ES	77,714	1.72%
672	Los Lunas	Sundance ES	70,546	1.70%
673	Grants Cibola	Milan ES	77,403	1.66%
674	Farmington	Heights MS	83,956	1.61%
675	Belen	Central ES	32,800	1.56%
676	Roswell	University High	64,523	1.55%
677	Los Lunas	Los Lunas Family School	10,000	1.55%
678	ABQ-State Chartered	La Resolana Leadership Academy	4,135	1.54%
679	Albuquerque-Charter	Alice King Community Charter School	11,016	1.52%
680	ABQ-State Chartered	Albuquerque Institute for Math and	23,525	1.43%
681	Deming	Ruben S. Torres ES	68,976	1.36%
682	Deming	Columbus ES	75,384	1.36%
683	Chama Valley	Escalante MS/HS	82,494	1.18%
684	Central Consolidated	Central Career Prep	31,364	1.14%
685	ABQ-State Chartered	Ralph J. Bunche Academy Charter	5,079	1.14%
686	Roswell	Sierra MS	109,940	1.12%
687	Bernalillo-State Chartered	Village Academy Charter School	7,103	1.11%
688	Rio Rancho	Sandia Vista ES	80,800	1.10%
689	Santa Fe-Charter	Academy for Technology and the	25,165	1.09%
690	Tularosa	Tularosa HS	126,941	1.08%
691	Gallup McKinley	Tohatchi ES	46,180	1.07%
692	Portales	Lindsey-Steiner ES	60,000	0.94%
693	Gallup McKinley	Chief Manuelito MS	119,034	0.92%
694	Albuquerque	Desert Willow Family Alternative	39,629	0.81%
695	Taos-Charter	Taos Municipal Charter School	33,250	0.80%
696	Tucumcari	Tucumcari HS	119,277	0.79%
697	Las Cruces	Mesa Middle School	118,000	0.79%
698	NMSD Santa Fe Campus	Bldg 13-Hester Hall	31,130	0.78%
699	Albuquerque	Helen Cordero Primary	85,000	0.60%
700	Rio Rancho	Cielo Azul ES	85,513	0.60%
701	Las Cruces	Centennial HS	324,400	0.60%
702	Belen	Infinity Alternative HS	25,076	0.51%

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703	NMSD Santa Fe Campus	Bldg 05-Cottage A	6,003	0.50%
704	NMSD Santa Fe Campus	Bldg 06-Cottage B	6,003	0.50%
705	NMSD Santa Fe Campus	Bldg 07-Cottage C	6,003	0.50%
706	NMSD Santa Fe Campus	Bldg 08-Cottage D	6,003	0.50%
707	Albuquerque-Charter	Albuquerque Talent Development	13,572	0.50%
708	Taos-Charter	Anansi Charter School	9,762	0.44%
709	Gallup McKinley	Crownpoint ES	48,592	0.41%
710	NMSBVI Albuquerque Campus	Site	39,171	0.39%
711	Santa Fe	Carlos Gilbert ES	42,346	0.36%
712	Las Cruces	Monte Vista ES	50,000	0.34%
713	NMSBVI Albuquerque Campus	Early Childhood Facility (2009)	39,171	0.34%
714	Albuquerque	nex+Gen Academy HS	46,894	0.13%
715	Roswell	Missouri ES	54,362	0.10%
716	Albuquerque	eCADEMY	36,128	0.03%
717	Hobbs	Hobbs HS	370,611	0.00%
718	Roswell	East Grand Plains ES	35,324	0.00%
719	Los Alamos	Los Alamos HS	309,840	0.00%
720	Central Consolidated	Mesa ES	66,445	0.00%
721	Albuquerque-Charter	Robert F. Kennedy Charter High School	24,743	0.00%
722	Farmington	Tibbetts MS	98,561	0.00%
723	Las Cruces	University Hills ES	56,410	0.00%
724	Clovis	Bella Vista ES	44,396	0.00%
725	Roswell	Monterrey ES	49,500	0.00%
726	Las Cruces	Loma Heights ES	46,443	0.00%
727	Eunice	Mettie Jordan ES	81,865	0.00%
728	Los Lunas	Los Lunas HS	276,738	0.00%
729	Moriarty / Edgewood	Moriarty MS	66,672	0.00%
730	Clovis	Lockwood ES	47,384	0.00%
731	Los Alamos	Los Alamos MS	97,287	0.00%
732	Espanola	New Alcalde ES	50,426	0.00%
733	Albuquerque-Charter	Christine Duncan Community Charter	13,332	0.00%

Schools with "NRC" rankings are charter schools that have not reached their first renewal, followed by the expected date of renewal of charter. As such, these schools are not measured against the New Mexico Educational Adequacy Standards. Upon PEC or District renewal of the charter, these schools will be measured, evaluated and prioritized in the above list and eligible for grants under the standards-based capital outlay process.

NRC-2012	Albuquerque-Charter	Corrales International School Charter Sc	16,140	0.00%
NRC-2012	ABQ-State Chartered	Cottonwood Classical Preparatory Chart	13,836	0.00%
NRC-2012	Albuquerque-Charter	Gordon Bernell Charter School	12,757	0.00%
NRC-2012	ABQ-State Chartered	Media Arts Collabrative Charter School	12,414	0.00%
NRC-2014	Gadsden-Charter	Anthony Charter School	6,297	0.00%
NRC-2014	ABQ-State Chartered	Cien Aguas International Charter School	13,524	0.00%
NRC-2014	ABQ-State Chartered	International School at Mesa del Sol Cha	5,376	0.00%
NRC-2014	ABQ-State Chartered	New America Charter School - Albuquer	10,096	0.00%
NRC-2014	Santa Fe-State Chartered	NM School for the Arts Charter School	1,000	0.00%
NRC-2014	Los Lunas-State Chartered	School of Dreams Academy Charter Scho	21,106	0.00%
NRC-2014	Taos-State Chartered	Taos Academy Charter School	9,824	0.00%



2013-2014 wNMCI **PRELIMINARY** Ranking, Sorted by Rank

NRC-2015	ABQ-State Chartered	ACE Leadership Charter High School	11,360	0.00%
NRC-2015	ABQ-State Chartered	Albuquerque School of Excellence Charter	24,652	0.00%
NRC-2015	ABQ-State Chartered	Albuquerque Sign Language Academy Ch	9,510	0.00%
NRC-2015	ABQ-State Chartered	South Valley Preparatory Charter School	7,488	0.00%
NRC-2015	Taos-State Chartered	Taos Integrated School of the Arts	14,954	0.00%
NRC-2015	Rio Rancho-State Chartered	The ASK Academy	24,100	0.00%
NRC-2015	Santa Fe-State Chartered	The MASTERS Program Early College Cha	10,000	0.00%
NRC-2015	ABQ-State Chartered	Tierra Adentro Charter School	7,762	0.00%
NRC-2016	Las Cruces-State Chartered	J. Paul Taylor Academy Charter School	9,629	0.00%
NRC-2016	ABQ-State Chartered	NM International Charter School	10,283	0.00%
NRC-2016	ABQ-State Chartered	The GREAT Academy	15,040	0.00%
NRC-2017	ABQ-State Chartered	Coral Community Charter School	26,047	0.00%
NRC-2017	Moriarty-State Chartered	Estancia Valley Classical Academy	23,000	0.00%
NRC-2017	Espanola-State Chartered	La Tierra Montessori School of the Arts a	6,730	0.00%
NRC-2017	Espanola-State Chartered	McCurdy Charter School	18,648	0.00%
NRC-2017	ABQ-State Chartered	Mission Achievement & Success	24,996	0.00%
NRC-2017	Las Cruces-State Chartered	New America Charter School - Las Cruce	24,329	0.00%
NRC-2017	Farmington-Charter	New Mexico Virtual Academy	2,531	0.00%
NRC-2017	ABQ-State Chartered	Sage Montessori Charter School	10,919	0.00%
NRC-2017	ABQ-State Chartered	Southwest Aeronautics, Mathematics, & S	37,975	0.00%
NRC-2017	Gallup McKinley-Charter	Uplift Community Charter School	7,581	0.00%
NRC-2017	ABQ-State Chartered	William W. & Josephine Dorn Charter Co	9,715	0.00%

**PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL**  
**2013-2014 PSCOC STANDARDS-BASED CAPITAL OUTLAY PROCESS**  
**PROPOSED WORKPLAN/TIMELINE**

<b>August 29, 2012</b>	<b>Awards Subcommittee Meeting—9:00 am</b>
<b>August 30, 2012</b>	<b>Administration, Maintenance &amp; Standards Subcommittee—9:00 am</b>
<b>August 31, 2012</b>	<b>Pre-K Classroom Application Release</b>
<b>September 7, 2012</b>	<b>PSCOC Meeting</b> <ul style="list-style-type: none"> <li>➤ 2012-2013 Lease Assistance Awards</li> <li>➤ 2012-2013 Master Plan Assistance Program - FMP Application and Procedures</li> <li>➤ 2013-2014 Weight/Rank Methodology – New Mexico Condition Index (NMCI)</li> <li>➤ 2013-2014 Variance Renewal – Charter &amp; Alternative Schools</li> <li>➤ PSFA FY2014 Budget &amp; Organizational Structure</li> <li>➤ Election of Chair &amp; Vice Chair</li> <li>➤ Strategic Planning Session</li> </ul>
<b>September 10, 2012</b>	<b>Master Plan Assistance Program Application Release</b>
<b>September 21, 2012</b>	<b>Pre-K Classroom Applications Due</b>
<b>September 24, 2012</b>	<b>PSCOOTF Meeting</b>
<b>September 28, 2012</b>	<b>Administration, Maintenance &amp; Standards Subcommittee—9:00 am</b>
<b>October 1, 2012</b>	<b>Awards Subcommittee Meeting—9:00 am</b>
<b>October 5, 2012</b>	<b>PSCOC Meeting</b> <ul style="list-style-type: none"> <li>➤ Draft 2013-2014 NMCI Ranking</li> <li>➤ Pre-K Classroom Applications Received</li> <li>➤ Adequacy Planning Guide - GSF Reductions</li> </ul>
<b>October 9, 2012</b>	<b>Draft 2013-2014 NMCI Ranking released to Districts</b>
<b>October 9, 2012 thru November 16, 2012</b>	<b>PSFA Staff /District Representatives - Review/Refine NMCI Data</b>
<b>October 12, 2012</b>	<b>Master Plan Assistance Program - Applications Due</b>
<b>October 16-17, 2012</b>	<b>PSCOOTF Workgroups</b>
<b>October 22, 2012</b>	<b>Awards Subcommittee Meeting—2:00 pm</b>
<b>October 25, 2012</b>	<b>Administration, Maintenance &amp; Standards Subcommittee—9:00 am</b>
<b>October 30, 2012 thru November 1, 2012</b>	<b>CES Workshop - Ben Lujan Maintenance Achievement Awards Ceremony</b>

<b>November 1, 2012</b>	<b>PSCOC Meeting</b> <ul style="list-style-type: none"><li>➤ Master Plan Assistance Program Awards</li><li>➤ Certification of SSTB funds</li></ul>
<b>November 12, 2012</b>	<b>PSCOOTF Meeting</b>
<b>November 16, 2012</b>	<b>District Proposed Corrections to FAD due to PSFA</b>
<b>November 28, 2012</b>	<b>Awards Subcommittee Meeting—9:00 am</b>
<b>November 29, 2012</b>	<b>Administration, Maintenance &amp; Standards Subcommittee—9:00 am</b>
<b>December 11, 2012</b>	<b>PSCOC Meeting</b> <ul style="list-style-type: none"><li>➤ 2013-2014 Preliminary NMCI Ranking</li><li>➤ Pre-K Classroom Awards</li><li>➤ Deferred Lease Assistance Awards</li></ul>
<b>December 12, 2012</b>	<b>PSCOOTF Meeting</b>
<b>December 14, 2012</b>	<b>2013-2014 Preliminary NMCI Rank challenges due to PSFA</b>
<b>January 7, 2013</b>	<b>Awards Subcommittee Meeting—9:00 am</b>
<b>January 8, 2013</b>	<b>Administration, Maintenance &amp; Standards Subcommittee—9:00 am</b>
<b>January 10, 2013</b>	<b>PSCOC Meeting</b> <ul style="list-style-type: none"><li>➤ 2013-2014 Adjusted Preliminary NMCI Ranking</li><li>➤ 2013-2014 Standards-Based Preliminary Funding Pool</li><li>➤ Approval of 2013 QZAB &amp; QSCB Applications</li></ul>
<b>January 15, 2013 thru March 16, 2013</b>	<b>Legislative Session (60 day)</b>
<b>January 14, 2013</b>	<b>QZAB &amp; QSCB Applications Release</b>
<b>February 22, 2013</b>	<b>QZAB &amp; QSCB Applications Due</b>
<b>March 1, 2013</b>	<b>2013-2014 Standards-Based Capital Outlay Application Release</b>
<b>March 22, 2013</b>	<b>2013-2014 Standards-Based Capital Outlay &amp; Roof Pre-Applications Due</b>
<b>March 22, 2013</b>	<b>2013-2014 NMCI Rank Appeals due from Districts</b>
<b>March 28, 2013</b>	<b>Administration, Maintenance &amp; Standards Subcommittee—9:00 am</b>
<b>April 1, 2013</b>	<b>Awards Subcommittee Meeting—1:30 pm</b>
<b>April 3-5, 2013</b>	<b>PED Spring Budget Workshop - Tentative</b>
<b>April 9, 2013</b>	<b>PSCOC Meeting</b> <ul style="list-style-type: none"><li>➤ 2013-2014 Standards-Based Pre-Applications Received</li><li>➤ 2013-2014 Standards-Based Roof Applications Received</li><li>➤ 2013-2014 NMCI Rank Appeals</li></ul>

	<ul style="list-style-type: none"><li>➤ Legislative Changes – Review</li><li>➤ QZAB &amp; QSCB Awards</li></ul>
April 19, 2013	District roof applications distributed to roof consultants for development of cost proposals
April 22, 2013	Lease Payment Assistance Application—Mail-out to Districts
April 22, 2013	Awards Subcommittee Meeting—9:00 am
April 25, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
May 3, 2013	<b>PSCOC Meeting</b> <ul style="list-style-type: none"><li>➤ SSTB Certification</li></ul>
May 6, 2013	2013-2014 Standards-Based Capital Outlay Full Applications Due
May 10, 2013	Roof consultant proposals due to each applicant district
May 13-29, 2013	PSFA RM site visits and assistance to districts for 2013-2014 Standards-Based Capital Outlay
May 31, 2013	Roof consultant notices to proceed (PO issued) from districts
May 31, 2013	2013-2014 Standards-Based Capital Outlay Site Visit reports shared with Districts
June 7, 2013	2013-2014 Standards-Based Capital Outlay Final Revised Applications Due to PSFA
June 12, 2013	Awards Subcommittee Meeting—9:00 am
June 13, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
June 14, 2013	2013-2014 Standards-Based Capital Outlay Presentation Materials Due to PSFA
June 14, 2013	Lease Payment Assistance Application Deadline
June 20-21, 2013	<b>PSCOC Meeting – District Presentations (TBA)</b>
June 28, 2013	Roof consultant site visits conclude, with reports due to PSFA
July 17, 2013	Administration, Maintenance & Standards Subcommittee—9:00 am
July 18, 2013	Awards Subcommittee Meeting—9:00 am
July 25, 2013	<b>PSCOC Meeting</b> <ul style="list-style-type: none"><li>➤ 2013-2014 Standards-Based Capital Outlay Awards</li><li>➤ 2013-2014 Standards-Based Roof Awards</li><li>➤ 2013-2014 Lease Assistance Awards</li><li>➤ PSFA FY2015 Budget &amp; Organizational Structure</li></ul>

**August 28, 2013      Awards Subcommittee Meeting—9:00 am**

**August 29 2013      Administration, Maintenance & Standards Subcommittee—9:00 am**

**September 5, 2013      PSCOC Meeting**

# TAB 5

## **DIRECTOR'S REPORT:**

### **A. PROJECT STATUS REPORTS**

-- *PSCOC PROJECT STATUS REPORT*

-- *MASTER PLAN PROJECT STATUS REPORT*

-- *LEASE ASSISTANCE REPORT*

-- *CHAMA PROJECT UPDATE*

PSCOC Project Status Report

1/4/2013

Non Applicable

Ahead of Schedule

On Schedule

Behind Schedule

Behind Schedule, No Progress

ED - ED Spec Development : Developing RFP/Contracts for Ed Spec Writer  
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PO - Post Occupancy Evaluation

School District	Proj #	Project Name	ED	PD	DD	C	SC	CP	PO	Project Status	Manager Report	TOTAL	Committed	Expended	Balance
	P06-007	Tierra Amarilla Middle School / Escalante High School								CP / 55% / 8 mos	Interim Mechanical Fixes to last through the Winter are completed. Design for Permanent Mechanical Solution under way. Fire Alarm and Kitchen Drain work pricing with Contractor.	\$15,531,543	\$14,146,231	\$15,346,808	\$1,385,312
	P07-003	New Tierra Amarilla Elementary								CP / 50% / 8 mos	Concrete work around the gym will hold until late Spring.	\$6,069,196	\$5,371,159	\$5,358,986	\$1,221,535
Alamogordo Public Schools	P11-001	Yucca Elementary Renovation								DD / 85% / 4 mos	The drawings will be shelved until 03-18-13 in order to allow time for the new elementary school to be designed and constructed. Therefore, 100% CD permit drawings for this project are expected to be completed by 04-29-13 and construction is expected to take place from 07-10-13 to 08-12-14. The 75% CDs were submitted on 11-02-12 and are being reviewed by the owners (an ODR process still needs to be initiated by the DP in E-Builder).	\$266,056	\$122,513	\$52,384	\$143,543
Alamogordo Public Schools	P11-002	Yucca Elementary (New)								DD / 65% / 3 mos	Design of this project has been delayed for a yet to be determined amount of time due to some unforeseen site issues that are currently being evaluated. The District is considering other sites currently owned by the District that will allow the completed SD work to be utilized while avoiding excessive cost to develop the original site and to avoid construction of costly building foundations to mitigate subsurface conditions at the original site.	\$720,563	\$504,298	\$166,508	\$216,265
Albuquerque Public Schools	P06-002	New Southwest High School (Atrisco Heritage)								CP / 95% / 1 mos	Phase III in warranty period.	\$52,501,636	\$51,151,150	\$50,943,366	\$1,350,486
Albuquerque Public Schools	P12-001	Douglas MacArthur Elementary School								DD / 90% / 2 mos	In Design.	\$0	\$0	\$0	\$0
Albuquerque Public Schools	P12-002	McKinley Middle School								DD / 0% / 10 mos	Science Classrooms renovation in construction. New Classroom Addition DP selected, contract approved 12-28-12 and design has begun.	\$430,982	\$0	\$0	\$430,982
Albuquerque Public Schools	P12-003	Chaparral Elementary School								DD / 95% / 2 mos	Phase I construction 100% District is underway. Phase II design is 95% complete.	\$815,755	\$291,327	\$291,327	\$524,428
Albuquerque Public Schools	R10-002	MacArthur Elementary Roof								DD / 95% / 3 mos	This project has been incorporated into project P12-001 renovation and new addition by APS. This project will be funded 100% by the school district and credit will be given against the offset. Design was taken over by the current project architect because the previous architect is no longer in business. Design is at 95%.	\$0	\$0	\$0	\$0
Belen Consolidated Schools	P12-004	Family School								ED / 100% / 3 mos	RFP for DP to be issued February or March 2013. District has to sell bonds in order to fund their portion of the school design.	\$0	\$0	\$0	\$9,152
Belen Consolidated Schools	R11-001	Belen High School Roof								CP / 70% / 3 mos	In correction period.	\$0	\$0	\$0	\$0
Bernalillo Public Schools	P09-008	Willanna D. Carroll Elementary School (Grades 3,4,5)								CP / 100% / 1 mos	MAU smoke detectors installed; system functioning normally now.	\$8,518,917	\$5,000,373	\$4,994,103	\$3,518,544
Bernalillo Public Schools	P09-009	Roosevelt Elementary School - Remodel Carroll E.S. K-2								CP / 100% / 1 mos	Scheduling turn over of any paperwork remaining.	\$7,167,079	\$4,510,317	\$4,414,041	\$2,656,762
Bernalillo Public Schools	P12-005	Bernalillo High School								DD / 5% / 10 mos	design process progressing; committee and DP working to verify all spaces in ed spec still needed. District will be shifting next school year from 4 x 4 schedule to 7 class schedule. Goal is to maintain ed spec utilization of at least 85%.	\$1,355,200	\$33,497	\$27,653	\$1,321,703

PSCOC Project Status Report

1/4/2013

Non Applicable

Ahead of Schedule

On Schedule

Behind Schedule

Behind Schedule, No Progress

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School District	Proj #	Project Name	ED	PD	DD	C	SC	CP	PO	Project Status	Manager Report	TOTAL	Committed	Expended	Balance
Cimarron Municipal Schools	P09-012	Moreno Valley High School								CP / 100% / mos	Certificate of Final Completion issued.	\$531,000	\$531,000	\$531,000	\$0
Clovis Municipal Schools	P08-009	La Casita Elementary								CP / 25% / 9 mos	Project complete. Currently in 12 month Correction Period.	\$7,390,000	\$6,273,278	\$6,159,628	\$1,116,722
Clovis Municipal Schools	P09-013	Bella Vista Elementary School								C / 95% / 1 mos	Punchlist generated and being corrected.	\$6,682,844	\$6,180,659	\$5,686,284	\$502,185
Clovis Municipal Schools	P09-014	James Bickley Elementary School								DD / 90% / 1 mos	Design Development finished, Drawings and Specs completed, along with Consultant Reviews. Current estimated MACC for project is \$11.85 million, over \$1.3 million higher than initial MACC. Currently working on Construction Documents, and funding for increased cost of project.	\$587,782	\$587,782	\$291,838	\$0
Clovis Municipal Schools	P09-015	Lockwood Elementary School								C / 50% / 7 mos	Masonry has completed. Building envelope is being worked on, to button up building for approaching cold season. Roof is being installed, as weather and temperature permits. MEP installation is proceeding within building.	\$651,298	\$9,820,981	\$2,052,281	\$1,609,490
Clovis Municipal Schools	P09-016	Marshall Junior High School								SC / 20% / 1 mos	Construction complete.	\$6,662,826	\$5,365,145	\$4,861,169	\$1,297,681
Clovis Municipal Schools	P11-020	New Middle School								C / 65% / 6 mos	All buildings weather tight with temp heat, roofing mostly complete, window installation underway. Final HVAC, electrical work, and finishes underway and progressing sequentially from Bldgs A thru F. Site walkways and canopies underway.	\$19,157,451	\$16,797,822	\$7,167,051	\$2,359,629
Clovis Municipal Schools	R10-006	Clovis HS								CP / 95% / 1 mos	Close out meeting was held with the district, architect, contractor and PSFA. All required close out documents were submitted and received.	\$469,352	\$421,366	\$420,377	\$47,986
Clovis Municipal Schools	R11-004	Clovis High School Roof								C / 65% / 2 mos	Work is progressing well with the recent good weather. Project was delayed due to adverse weather.	\$1,122,513	\$941,447	\$0	\$181,066
Clovis Municipal Schools	R11-005	9th Grade Academy Roof								C / 60% / 3 mos	Work is progressing well with the recent good weather. Project was delayed due to adverse weather.	\$1,457,158	\$1,249,253	\$0	\$207,905
Cobre Consolidated Schools	P09-017	Central Elementary School								SC / 100% / 1 mos	Project is 100% complete with a minor issue (static electricity) in the kitchen. We will be visiting the school site to discuss and remedy the static electricity issue in the kitchen on 1-9-13. We are also awaiting close-out documents.	\$7,560,862	\$6,679,154	\$6,323,760	\$641,708
Cobre Consolidated Schools	P11-003	Bayard Elementary								DD / 70% / 3 mos	District requesting advance at Jan. PSCOC Meeting - On 12-17-12 Mr. McMurray came down to visit the Bayard ES site and review DD plans. It was then decided to wait and take the advance and construction monies request until the project was bid, so that we would have real numbers when asking for construction funds. This will happen in April 2013. Design Professional is correcting the DD plan review that was done by PSFA and District and should have this done before the end of January 2013 and ready for submission.	\$587,711	\$458,064	\$175,298	\$129,647
Cobre Consolidated Schools	R11-006	Cobre High School Roof								SC / 100% / 1 mos	Project complete.	\$322,815	\$112,800	\$0	\$210,015



PSCOC Project Status Report

1/4/2013

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On Schedule

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Behind Schedule, No Progress

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Deming Public Schools	P07-005	Deming High School								PD / 0% / 22 mos	The FMP has been contracted. The district wants to wait until they have more community involvement in the FMP process to move forward on assessments for the existing high school location. No new information. Met with Dr. Harvielee Moore on 12-20-12 to discuss Deming HS's progress and a meeting between Mr. Gorrell and Mrs. Harvielee Moore took place on 12-19-12 to discuss the District's progress on Deming HS. The District's FMP is about 70% complete with completion to be done in February 2013. The District is planning and hoping to pass a bond in August or September, with February 2014 to be the latest. A video conference is planned on 1-10-13 to explain this to PSCOC.	\$2,700,000	\$16,283	\$16,283	\$2,683,717
Deming Public Schools	R11-008	Deming Intermediate School Roof								C / 100% / 1 mos	Substantial completion achieved on 7-18-12 and roof is COMPLETE.	\$210,955	\$153,641	\$0	\$57,314
Espanola Public Schools	P06-012	Alcalde Elementary School								C / 40% / 8 mos	Construction work is ongoing.	\$438,051	\$4,708,141	\$1,415,742	\$1,299,201
Espanola Public Schools	P12-006	Velarde Elementary School								DD / 80% / 3 mos	Due to the late procurement of design professional services, we were not able to meet the original MOU schedule.The district submitted a letter to PSFA asking to revise the original MOU schedule. Design development phase submittal was rejected: the architect's estimate is higher than the approved MACC; some designed new spaces and the Art/music room w/the new restroom are above adequacy and we need the commitment from the district that they will pay for those spaces in their entirety; SB-9 election failed in Espanola on September 18th - district has to demonstrate its ability to maintain new/renovated facility. The district approved the reduction in square footage of the school and the architect is working on construction documents.	\$0	\$0	\$0	\$0
Espanola Public Schools	P12-008	E.T.S. Fairview Elementary School								DD / 5% / 6 mos	Design Development.	\$781,000	\$429,117	\$36,611	\$351,883
Estancia Municipal Schools	P12-009	Estancia Middle School								DD / 70% / 4 mos	Ed Spec process complete. Architect selected. Programming complete. Schematic Design complete. Design Development in progress.	\$493,521	\$260,693	\$70,847	\$232,828
Estancia Municipal Schools	R10-007	Estancia HS Wood Shop								CP / 100% / mos	Roof construction is completed.	\$67,737	\$51,127	\$47,378	\$16,610
Estancia Municipal Schools	R10-008	Estancia Upper ES								CP / 100% / mos	Project is complete.	\$945,396	\$595,130	\$588,221	\$350,266
Eunice Public Schools	P10-001	Mettie Jordan Elementary								CP / 50% / 6 mos	Correction/Punchlist is still on-going. Correction of door hardware is on-going, due to manufacturer's error in Specifications. Request for public records made to EPS, by law firm representing subcontractor on job.	\$1,728,968	\$1,341,472	\$1,308,054	\$387,496
Farmington Municipal Schools	P08-004	McKinley Elementary								PO / 0% / 6 mos	Project Complete. POE Analysis remaining to be done.	\$8,256,116	\$8,203,760	\$8,108,797	\$52,356
Farmington Municipal Schools	P10-003	Tibbetts Middle School								C / 55% / 9 mos	Construction is proceeding ahead of schedule.	\$20,060,000	\$12,892,489	\$7,716,102	\$7,167,511
Fort Sumner Municipal Schools	P08-020	Ft. Sumner Combined School								CP / 100% / mos	Project is complete.	\$15,627,201	\$14,160,579	\$14,162,696	\$1,466,622
Gadsden Independent Schools	P07-007	Gadsden High School								CP / 100% / mos	This project is in the process of being finacially closed out. Certifications are with the District for signature.	\$6,955,906	\$6,889,664	\$6,889,664	\$66,242

PSCOC Project Status Report

1/4/2013

Non Applicable

Ahead of Schedule

On Schedule

Behind Schedule

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School District	Proj #	Project Name	ED	PD	DD	C	SC	CP	PO	Project Status	Manager Report	TOTAL	Committed	Expended	Balance
Gadsden Independent Schools	P08-003	Gadsden High School								C / 95% / 4 mos	Construction began on 06-27-11. This project allows 660 working days; thus, the substantial completion date is 04-18-13. All demolition is complete. Northern half of new addition is approximately 100% complete and is now occupied. Southern half of the addition is under construction and about 90% complete.	\$13,151,249	\$8,679,752	\$7,678,196	\$15,779,797
Gadsden Independent Schools	P08-014	Berino Elementary (existing)								SC / 99% / 1 mos	GC is addressing all punch list items. Roof coping cap on existing building is being installed.	\$11,289,571	\$6,940,274	\$6,523,433	\$4,349,297
Gadsden Independent Schools	P09-018	Anthony Elementary School								CP / 99% / 1 mos	Notice to proceed was signed 06-07-10. The contract allowed 793 calendar days, which makes substantial completion through construction phase V (final) on August 9, 2012. New addition and old cafetorium were occupied on August 3, 2011. East portion of the 1978 addition was occupied on August 24, 2011. The 1972 building was occupied on April 11, 2012. Interior punch list work is complete. Exterior punch list was generated in May including building/roofing and civil and is complete. Landscape work is complete. Punch list verification inspection was performed. There are several change orders that still need to be executed and closeout documentation still needs to be submitted/approved. There will be at least one more GC payment application submitted. The final PAC report was submitted to the owners on 11-15-12.	\$12,991,400	\$10,472,547	\$10,250,711	\$2,518,853
Gadsden Independent Schools	R12-002	Chaparral Elementary School Roof								SC / 75% / 1 mos	All roofing/detailing is complete and the contractor is working punch list items. One of the punch list items includes correcting areas of moisture intrusion as identified by the owners' roofing consultant.	\$721,522	\$505,836	\$336,468	\$215,686
Gadsden Independent Schools	R12-003	Sunland Park Elementary School Roof								SC / 75% / 1 mos	All roofing/detailing is complete and the contractor is working punch list items.	\$28,800	\$29,413	\$17,976	(\$613)
Gadsden Independent Schools	R12-004	Desert View Elementary School Roof								SC / 75% / 1 mos	All roofing/detailing is complete and the contractor is working punch list items.	\$28,800	\$29,413	\$19,183	(\$613)
Gadsden Independent Schools	R12-005	Riverside Elementary School Roof								SC / 75% / 1 mos	All roofing/detailing is complete and the contractor is working punch list items.	\$28,800	\$29,413	\$19,444	(\$613)
Gallup-McKinley County Public Schools	P06-015	Gallup Middle School								CP / 100% / mos	Gallup Middle School - Phase 2. Construction is complete.	\$7,643,289	\$7,605,827	\$7,596,983	\$37,462
Gallup-McKinley County Public Schools	P08-016	Gallup Jr. High School								CP / 100% / mos	Contractor to complete.	\$36,473,734	\$28,683,685	\$28,075,188	\$7,790,049
Gallup-McKinley County Public Schools	P10-004	Crownpoint Elementary School								C / 75% / 3 mos	Project is behind schedule. Contractor and owners are working with NTUA (navajo utilities) to get gas meter and water meter hooked installed. Contractor continuing work with portable heaters to install interior finishes. Project is still moving forward and expected to be completed by the end of January. Navajo Utility company has to order parts and anticipates the gas meter to be install between January 8th-17th.	\$12,859,099	\$11,694,030	\$6,647,059	\$1,165,069
Gallup-McKinley County Public Schools	P11-005	Washington Elementary								PD / 0% / 30 mos	GMCS anticipate beginning design in the Winter 2013.	\$758,355	\$20,965	\$19,525	\$737,390
Gallup-McKinley County Public Schools	P11-006	Church Rock Academy								PD / 0% / 16 mos	Design Professional has been selected. The disrict and PSFA are completing the contract. Design development scheduled to start early January.	\$886,449	\$0	\$0	\$886,449

PSCOC Project Status Report

1/4/2013

Non Applicable

Ahead of Schedule

On Schedule

Behind Schedule

Behind Schedule, No Progress

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Gallup-McKinley County Public Schools	P11-008	Jefferson Elementary								PD / 0% / 30 mos	GMCS anticipate beginning design in the Fall 2014.	\$980,561	\$0	\$0	\$980,561
Gallup-McKinley County Public Schools	R10-010	Gallup MS								CP / 100% / mos	Gallup MS Media Roofing is complete. Project audit needs to be completed.	\$152,845	\$9,628	\$0	\$143,217
Gallup-McKinley County Public Schools	R10-011	JFK MS								CP / 100% / mos	Roof replacement is complete. Project audit needs to be completed.	\$957,210	\$957,149	\$957,149	\$61
Gallup-McKinley County Public Schools	R10-012	Rocky View ES								CP / 100% / mos	Construction is complete. Project audit needs to be completed.	\$96,180	\$95,109	\$95,084	\$1,071
Gallup-McKinley County Public Schools	R10-013	Juan de Onate ES								CP / 100% / mos	Juan de Onate ES roof maintenance complete. Project audit needs to be completed.	\$47,416	\$30,954	\$30,953	\$16,462
Gallup-McKinley County Public Schools	R11-009	Tohatchi High School Roof								CP / 80% / 4 mos	Roofing construction is complete.	\$1,914,867	\$1,469,325	\$0	\$445,542
Grants-Cibola County Schools	P10-005	Cubero Elementary								CP / 40% / 7 mos	Substantial Completion 8/7/12 Classrooms and 8/14/12 Kitchen. In Warranty Period.	\$8,526,316	\$7,999,333	\$7,274,873	\$526,983
Hatch Valley Public Schools	R11-010	Garfield Elementary Roof								CP / 0% / mos	Complete	\$673,576	\$549,512	\$0	\$124,064
Hobbs Municipal Schools	P10-006	Hobbs High School								C / 90% / 16 mos	In construction; Phase 3.2 (New Admin) & Phase 3.3 (New Admin Parking Lot) are completing Final Payment. Phase 3.6 (Renovations to the 100, 200 & 500 Wing) are completed, with Punchlist taking place. Phase 4.1 (300 & 600 Wing) & 4.2 (Breezeway & Utilities) is in Design Development.	\$13,621,248	\$9,529,170	\$9,043,729	\$4,092,078
Las Cruces Public Schools	P06-024	New High School								CP / 100% / mos	Roadway above adequacy items are now complete. We have completed all comittment approvals for contingency in E-builder. I expect a final close-out inspection soon to verify close-out punch list. The 11 month inspection is scheduled for April 2013 and final completion should be issued by May 2013.	\$66,741,000	\$63,348,938	\$63,062,738	\$3,392,062
Las Cruces Public Schools	P06-025	Mayfield High School								CP / 100% / mos	Complete	\$10,454,508	\$8,765,429	\$8,765,429	\$1,689,079
Las Cruces Public Schools	P08-008	Lynn Middle School-Camino Real Middle								CP / 100% / mos	This project is now named "Mesa MS". All buildings are now occupied.Final financial close out is to be sceduled by NMPSFA staff. This project may have a post occupancy evaluation as coordinated by NMPSFA staff.	\$24,351,228	\$24,041,410	\$22,126,272	\$309,818
Las Cruces Public Schools	P10-007	Loma Heights Elementary								C / 35% / 17 mos	Project is progressing well. New cafeteria/kitchen building (phase 1A) is one month ahead of schedule and will be ready to occupy by the end of January. New classroom building (phase 1B) is on schedule. Abatement of flooring and pipe joints in existing admin building has begun ahead of schedule to provide easing of schedule during phase 2. Overall, project is on schedule.	\$8,741,388	\$6,747,698	\$1,558,470	\$1,993,690
Las Cruces Public Schools	P11-011	Las Cruces High School								DD / 0% / 6 mos	PSCOC approved LCPS' request for advanced funding for phase 1 construction. Design team beginning work on construction docuemnts. CDs expected by end of June with an anticipated bid time frame of late summer/early fall.	\$1,980,000	\$0	\$0	\$1,980,000
Las Cruces Public Schools	P11-012	University Hills Elementary								SC / 90% / 1 mos	Project is 100% as of 12-3-12 complete and close-out documents received. Still have close-out monies to be paid out to the contractor.	\$2,134,676	\$1,905,102	\$1,686,540	\$229,574

PSCOC Project Status Report

1/4/2013

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Las Cruces Public Schools	R12-007	Sunrise Elementary School Roof								C / 100% / 1 mos	As of 12-7-12 project is complete with close-out documents received. Awaiting change order #1 Revised in e-Builder to be approved in order to do Final payment on project.	\$778,068	\$402,313	\$373,537	\$375,755
Las Cruces Public Schools	R12-008	MacArthur Elementary School Roof								CP / 100% / 1 mos	Complete	\$421,804	\$366,984	\$365,633	\$54,820
Los Alamos Public Schools	P10-008	Los Alamos High School								CP / 10% / 6 mos	11 month walk through occurred in December. Contractor working on correction list.	\$7,916,917	\$7,425,844	\$7,235,221	\$491,073
Los Alamos Public Schools	P11-013	Los Alamos Middle School								C / 35% / 9 mos	Structural steel erection work is ongoing.	\$445,500	\$5,277,121	\$251,409	\$650,898
Los Alamos Public Schools	P11-014	Aspen Elementary								DD / 10% / 9 mos	Schematic design approved. Project design is under way.	\$264,000	\$218,262	\$52,027	\$45,738
Los Lunas Public Schools	P11-015	Los Lunas High School								C / 35% / 11 mos	In Construction.	\$2,400,000	\$19,498,219	\$4,111,588	\$6,369,880
Los Lunas Public Schools	R12-009	Los Lunas Middle School Roof								CP / 60% / 5 mos	In Correction Period.	\$380,606	\$563,997	\$482,787	\$69,940
Moriarty-Edgewood Schools	P09-020	Moriarty Middle School								CP / 90% / 1 mos	Project is in the correction period.	\$10,288,265	\$9,352,522	\$9,327,819	\$935,743
Mountainair Public Schools	R11-013	Mountainair High School Roof								CP / 90% / 1 mos	Construction complete. Project is in the Correction Period.	\$149,482	\$133,894	\$0	\$15,588
New Mexico School for the Blind and Visually Impaired	C10-002	New Mexico School for the Blind and Visually Impaired								C / 60% / 2 mos	C10-002A (NMSBVI Alamogordo Campus DCP) information is shown in this report. The Ditzler roof design is ongoing and construction of the roof through change order will begin pending completion of the design. Structural framing and metal roof deck replacement are ongoing at Quimby. There is currently no work ongoing at Health Services. Sidewalk work is still to be completed with no work currently ongoing. Work continues at Garrett Dormitory including installation of ceiling access panels behind plaster work, trimming out new windows, lath/plaster in commons area, and masking/painting in east wing. Bert Reeves work currently ongoing includes installation of new FCU control valves and electrical work. The water tower demolition will begin pending completion of an engineering report for its structural integrity, which is being paid 100% by the NMSBVI.  C10-002B (NMSVBI Alamogordo Campus new education building) is in the final stage of design development (100% CD are complete, approved, and ready to bid at the end of January 2013). Construction is expected to begin late February or early March near the completion of C10-002A and end in January or February 2014. The WEC renovation or replacement project is considered an additional phase of this same project (C10-002) to be bid separately as C10-002B "NMSBVI Alamogordo campus new education building".	\$4,664,495	\$3,143,093	\$1,760,468	\$1,521,402
New Mexico School for the Deaf	C10-001	New Mexico School for the Deaf								DD / 10% / 4 mos	1.Dillon Hall work is completed. 2.The Dining Hall DCU work is completed. 3.The roof repair project is completed. 4.The additional PSCOC funding was allocated to this project(site work/fence relocation along Cerrillos Road and Dillon Hall renovation - phase II)pushing the completion date farther. NMSD selected the design professional(Dekker/Perish/Sabatini) for this portion of the work. The DP is working on Design Development submittal. 5. Health Services relocation work was approved and added as additional services to the DPS contract. 6. Sewer replacement work for the Larson GYM is scheduled out to bid in March 2013.	\$4,946,446	\$3,125,410	\$2,718,052	\$1,821,036

PSCOC Project Status Report

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Pecos Independent Schools	E10-002	Emergency Repairs to Gymnasium								/ % / mos	Pecos school district repaid 1/2 of the emergency loan and received an extension from PSCOC for the remainder of the loan for one more year (until June 2013). The district passed its GOB election (\$5.4mln)on September 18th, 2012.	\$200,000	\$76,812	\$170,913	\$123,188
Penasco Independent Schools	P09-021	Penasco Junior High School								CP / 100% / 1 mos	1. The main project is completed. The final contractor's invoice has been paid. 2. The drainage work is completed.	\$6,004,658	\$5,231,032	\$5,200,199	\$773,626
Penasco Independent Schools	R12-006	Penasco Elementary School Roof								CP / 25% / 7 mos	project is completed.	\$184,349	\$179,954	\$179,824	\$4,395
Penasco Independent Schools	R10-022	Penasco ES Library Roof Repair								CP / 100% / 1 mos	project complete. 11th month walk thru conducted. Need to complete project close out audit.	\$62,492	\$58,910	\$56,608	\$3,582
Penasco Independent Schools	R10-023	Penasco HS Vocational Bldg Roof Repair								CP / 100% / 1 mos	project complete. 11th month walk thru conducted. Need to complete project close out audit.	\$175,228	\$165,712	\$162,008	\$9,516
Portales Municipal Schools	P08-006	Steiner Elementary -consolidate w/Lindsey								CP / 50% / 1 mos	Post occupancy evaluation in progress. Awaiting report.	\$12,434,781	\$12,329,918	\$12,042,383	\$104,863
Raton Public Schools	P08-023	Raton High School								CP / 100% / mos	Eleven month inspection of paving completed, Financial Closeout of project underway.	\$4,917,039	\$4,885,435	\$4,894,198	\$31,604
Reserve Independent Schools	E11-001	Reserve Emergency Repairs								CP / 100% / 1 mos	All emergency items complete.....(Fire Alarm Emerg. Application) Application for emergency repairs was submitted week of 10/15/12 to PSFA office for review with all backup information. On 10-23-12 an email from the Chair Mr. Abbey to Mr. Gorrell was issued authorizing repairs. I am awaiting official word from our Director to proceed. GSA contract was approved by our office in December and I am awaiting for the Contractor's documents (GSA contract) and the project to be in e-Builder to proceed.	\$95,000	\$91,927	\$89,430	\$3,073
Rio Rancho Public Schools	P12-015	Colinas del Norte Elementary School								C / 100% / 1 mos	Substantial completion issued. T & B complete with 3 items from ME that need to be corrected by contractor. Attempt was made to get final completion on 12-21-2012, but due to holidays, DP consultants were unavailable. Contractor working with DP to reschedule.	\$0	\$1,384,061	\$0	\$0
Rio Rancho Public Schools	P12-016	Vista Grande Elementary School								C / 85% / 2 mos	Contractor working on finishing in cafeteria/kitchen. Admin area complete.	\$0	\$834,763	\$0	\$0
Rio Rancho Public Schools	R12-010	Rio Ranch High School								SC / 90% / 1 mos	substanital completion was issued. contractor completing last change order requested after SC.	\$918,349	\$433,481	\$245,123	\$484,868
Rio Rancho Public Schools	R12-011	Puesta Del Sol Elementary School Roof								CP / 20% / 10 mos	contractor has corrected final pay app and resubmitted for payment.	\$946,900	\$491,812	\$328,037	\$455,088
Roswell Independent Schools	P08-017	Sunset Elementary								CP / 50% / 6 mos	Close out meeting was held with DP, contractor, district and PSFA. All required documents were received and final payment issued to the contractor.	\$2,545,510	\$2,355,883	\$2,346,598	\$189,627
Roswell Independent Schools	P10-010	Missouri Avenue Elementary								CP / 10% / 9 mos	1/4/2013--substantial completion 6/27/2012; Grand Opening 8/3/2012; Project complete, processing final Change Order	\$9,874,706	\$7,147,834	\$6,734,892	\$2,726,872



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Roswell Independent Schools	P10-011	East Grand Plains Elementary								CP / 20% / 8 mos	1/4/2013--Phase I classrooms/gang bathroom reno 100% complete, Kitchen/cafeteria 100% complete; Phase 2 classrooms/office reno 100% complete; Phase 3 classrooms/Gym is 100%; did the walk-thru/punchlist on 9/12/2012; substantial completion recieved; punchlist complete; in close-out; processing final Change Order	\$5,647,708	\$5,309,309	\$5,070,047	\$338,399
Roswell Independent Schools	P10-012	Monterrey Elementary								C / 100% / 1 mos	1/4/2013--Phase I-6 classrms 100% complete; Phase 2-7 classroom reno is 100% complete; Phase 3-6 classrooms/Gang RR/Gym entry reno is @ 100% complete; Phase 4-4 classromm/office reno is @ 100% complete, substantial completion received December 21, 2012; in closeout	\$4,482,227	\$4,413,373	\$2,698,515	\$68,854
Roswell Independent Schools	P10-013	Pecos Elementary								C / 100% / 1 mos	1/4/2013---Phase I-7 classrm reno/4 classrm addition & teacher prkg/parent drop-off is 100% complete; Phase 2-7 classrm/RR reno is 100% complete; Phase 3-5 classrm/Office/Media Ctr/RR reno is @ 100% complete, media center is 100% complete, North parking is 100% complete, Gym is 100% complete, warmer kitchen is 100% complete, substantial completion received December 6, 2012; in close out	\$6,711,745	\$5,945,244	\$4,713,420	\$766,498
Roswell Independent Schools	P11-016	Valley View Elementary								DD / 80% / 1 mos	1/4/2013---Program Stmt/RASC submitted & approved; Schematic Design submitted & approved; DD's submitted & approved, currently in CD's; planning to go before PSCOC in March 2013 for Construction Dollars; bid opening scheduled for April 2013.	\$570,881	\$376,900	\$92,902	\$193,981
Roswell Independent Schools	P11-017	Berrendo Elementary								DD / 100% / 1 mos	1/4/2013---Program Stmt/RASC complete; Schematic Design submittal/RASC complete; DD Review complete, CD review comlete; going to PSCOC for Construcion Dollars in January 2013; bid opening is scheduled for February 2013	\$711,387	\$428,092	\$197,526	\$283,295
Roswell Independent Schools	P11-018	Military Heights Elementary								DD / 100% / 1 mos	1/4/2013---Program Stmt/RASC complete; Schematic Design/RASC complete; DD's complete, CD Review complete; going to PSCOC in January 2013 for Construction Dollars; bid opening is scheduled for February 2013	\$533,652	\$338,437	\$159,679	\$195,215
Roswell Independent Schools	P11-019	El Capitan Elementary								DD / 100% / 1 mos	1/4/2013---Program Stmt/RASC complete; Schematic Design/RASC complete; DD complete; CD Review complete; going to PSCOC in January 2013 for Construction Dollars; bid opening is scheduled for February 2013	\$1,221,818	\$459,037	\$264,886	\$762,781
Roswell Independent Schools	R10-025	Mt. View MS								CP / 100% / 1 mos	Complete.	\$119,905	\$105,847	\$105,847	\$14,058
Roswell Independent Schools	R12-012	Roswell High School Roof								C / 0% / 5 mos	Only one bid received. Project was awarded to Allen Roofing. Contract submitted for approval and PO to be issued. Notice to proceed will be sent to contractor once PO is issued by PSFA.	\$508,689	\$160,242	\$160,242	\$348,447
Roswell Independent Schools	R12-013	Nancy Lopez Elementary School Roof								C / 0% / 4 mos	Only one bid received. Project was awarded to Allen Roofing. Contract submitted for approval and PO to be issued. Notice to proceed will be sent to contractor once PO is issued by PSFA.	\$460,800	\$112,511	\$0	\$348,289
Ruidoso Municipal Schools	P06-029	Ruidoso Middle School								CP / 100% / 1 mos	1/4/2013---Settlement reached, see School Brd Mtg Minutes 3/1/12	\$8,729,758	\$10,456,248	\$10,530,776	(\$1,322,540)
Santa Rosa Consolidated Schools	P12-010	Rita Marquez Elementary / Anton Chico Elementary								C / 0% / 19 mos	MOU complete. EdSpec complete. Architect selected. Design option / new site selected. Schematic Design complete. Design Development complete. Construction Documents complete. Bidding Complete. Contract Award in progress. Construction funding request scheduled.	\$462,000	\$179,167	\$139,369	\$282,833

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Socorro Consolidated Schools	P12-011	San Antonio Elementary School								ED / 100% / 1 mos	The Socorro school board and has approved the ed-spec. The district needs to secure land from the BLM prior to design beginning. PSFA and the District are working together to reach a solution.	\$244,550	\$26,308	\$25,283	\$218,242
Taos Municipal Schools	R10-030	Ranchos de Taos ES								CP / 60% / 4 mos	complete	\$0	\$0	\$0	\$0
Texico Municipal Schools	P10-014	Texico Combined School								CP / 55% / 5 mos	Project complete. Processing the final change order.	\$3,814,103	\$3,701,451	\$3,700,740	\$112,652
Truth or Consequences Municipal Schools	P08-022	Arrey Elementary								CP / 20% / 8 mos	New 10 classroom addition and remodel of existing school is completed. Waste water system is complete. There is an issue with ground settlement at the waste water site. Determination letter was sent out by NMPSIA claiming little to no coverage. Mr. McMurray and Mr. Volpato came to look at the site and determined that the District should get a scope of work to remediate the current status and that PSFA would participate with the repairs. Waiting on the District's attorney to ensure that a scope of work can be solicited for this project to remediate the situation. I will meet with the district on 10-29-12 to find out if a scope of work has been requested and received. Met with Mr. Kenny Griffis (Maint. Dir.), Mr. Loren Cushman (Asst. Superintendent), and Mr. Craig Cummins (Superintedent) and Zia Engineering Rep. on 12-6-12 to discuss scope of work and needs at Arrey ES WWTS. Awaiting a scope of work that is being developed by Zia Engineering that will be put out for bid to remedy the issue(s) there.	\$2,552,791	\$1,966,506	\$1,954,034	\$586,285
Truth or Consequences Municipal Schools	P12-012	Truth or Consequences Elementary School								DD / 70% / 4 mos	On 12-6-12 DD plans were received by District and PSFA RM. A review was performed by the RM and Mr. McMurray at the PSFA office on 12-18-12 and some minor issues were found. Need to discuss this with the District Rep's when they are back from the Christmas break. I also visited with the DP on 1-2-13 over the phone to advise him of some of the issues and the corrections that "may" need to happen before official submission of the DD set to PSFA.	\$499,562	\$289,941	\$87,733	\$209,621
Tucumcari Public Schools	P08-018	Tucumcari High School								CP / 70% / 4 mos	HS Phase 1 - Complete. Mesa kitchen remodel complete. Phase 2 is closing out. Phase 3 is closing out. Sitework issues under review.	\$20,142,300	\$16,593,342	\$16,187,085	\$3,548,958
Tularosa Municipal Schools	P07-018	Tularosa High School								CP / 100% / 1 mos	Final GC payment application and closeout document have been submitted and are in the process of being approved.	\$15,389,408	\$13,664,809	\$13,497,432	\$1,724,599
Tularosa Municipal Schools	R10-031	Tularosa MS Gym								CP / 100% / mos	This project is in the process of being finacially closed out. The District needs to submit documentation requested by NMPSFA staff for financial close out.	\$33,490	\$32,368	\$31,634	\$1,122
Wagon Mound Public Schools	E10-001	Wagon Mound High								CP / 100% / mos	Boiler replacement complete, district has fully repaid advance funding.	\$50,000	\$0	\$45,849	\$50,000
West Las Vegas Public Schools	P07-019	Don Cecilio Martinez Elementary								CP / 100% / mos	Certificate of Final Completion issued on 01/18/11.	\$1,856,224	\$1,513,922	\$1,509,156	\$342,302
West Las Vegas Public Schools	P12-013	WLV Family Partnership Middle-High School								DD / 10% / 5 mos	Program statement submitted & approved by PSFA on 12/19/12. Schematic design underway.	\$0	\$0	\$0	\$159,390
West Las Vegas Public Schools	P12-014	Union Elementary School								C / 0% / 8 mos	Notice of Award issued to GC on 12/17/12, expect to submit Agreement between Owner & GC for review mid January 2013.	\$0	\$0	\$0	\$0
West Las Vegas Public Schools	R10-032	West Las Vegas MS								CP / 100% / mos	Certificate of Final Completion issued on 06/13/11. Eleven month inspection completed.	\$175,991	\$171,398	\$171,253	\$4,593

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West Las Vegas Public Schools	R12-014	Tony Serna Jr. Elementary School Roof								CP / 25% / 9 mos	Roof installation complete. Certificate of Substantial Completion issued on 9/17/12. Contractor preparing closeout documentation, final Change Order in process.	\$253,002	\$235,472	\$220,753	\$17,530
Zuni Public Schools	E09-003	Zuni High School								CP / 100% / mos	Construction is complete. Closeout documents are complete.	\$1,784,279	\$1,774,478	\$1,774,478	\$9,801
Zuni Public Schools	R11-015	Zuni High School Roof								CP / 100% / 1 mos	Roof construction is complete. 11 mo warranty walk scheduled for January.	\$1,576,479	\$1,480,926	\$0	\$95,554
												\$592,606,821	\$541,302,147	\$459,877,053	\$111,240,198



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	P06-007	Tierra Amarilla Middle School / Escalante High School								CP / 55% / 8 mos	Interim Mechanical Fixes to last through the Winter are completed. Design for Permanent Mechanical Solution under way. Fire Alarm and Kitchen Drain work pricing with Contractor.	\$15,531,543	\$14,146,231	\$15,346,808	\$1,385,312
	P07-003	New Tierra Amarilla Elementary								CP / 50% / 8 mos	Concrete work around the gym will hold until late Spring.	\$6,069,196	\$5,371,159	\$5,358,986	\$1,221,535
Alamogordo Public Schools	P11-002	Yucca Elementary (New)								DD / 65% / 3 mos	Design of this project has been delayed for a yet to be determined amount of time due to some unforeseen site issues that are currently being evaluated. The District is considering other sites currently owned by the District that will allow the completed SD work to be utilized while avoiding excessive cost to develop the original site and to avoid construction of costly building foundations to mitigate subsurface conditions at the original site.	\$720,563	\$504,298	\$166,508	\$216,265
Albuquerque Public Schools	P12-001	Douglas MacArthur Elementary School								DD / 90% / 2 mos	In Design.	\$0	\$0	\$0	\$0
Albuquerque Public Schools	P12-003	Chaparral Elementary School								DD / 95% / 2 mos	Phase I construction 100% District is underway. Phase II design is 95% complete.	\$815,755	\$291,327	\$291,327	\$524,428
Albuquerque Public Schools	R10-002	MacArthur Elementary Roof								DD / 95% / 3 mos	This project has been incorporated into project P12-001 renovation and new addition by APS. This project will be funded 100% by the school district and credit will be given against the offset. Design was taken over by the current project architect because the previous architect is no longer in business. Design is at 95%.	\$0	\$0	\$0	\$0
Bernalillo Public Schools	P12-005	Bernalillo High School								DD / 5% / 10 mos	design process progressing; committee and DP working to verify all spaces in ed spec still needed. District will be shifting next school year from 4 x 4 schedule to 7 class schedule. Goal is to maintain ed spec utilization of at least 85%.	\$1,355,200	\$33,497	\$27,653	\$1,321,703
Cobre Consolidated Schools	P11-003	Bayard Elementary								DD / 70% / 3 mos	District requesting advance at Jan. PSCOC Meeting - On 12-17-12 Mr. McMurray came down to visit the Bayard ES site and review DD plans. It was then decided to wait and take the advance and construction monies request until the project was bid, so that we would have real numbers when asking for construction funds. This will happen in April 2013. Design Professional is correcting the DD plan review that was done by PSFA and District and should have this done before the end of January 2013 and ready for submission.	\$587,711	\$458,064	\$175,298	\$129,647
Deming Public Schools	P07-005	Deming High School								PD / 0% / 22 mos	The FMP has been contracted. The district wants to wait until they have more community involvement in the FMP process to move forward on assessments for the existing high school location. No new information. Met with Dr. Harvielee Moore on 12-20-12 to discuss Deming HS's progress and a meeting between Mr. Gorrell and Mrs. Harvielee Moore took place on 12-19-12 to discuss the District's progress on Deming HS. The District's FMP is about 70% complete with completion to be done in February 2013. The District is planning and hoping to pass a bond in August or September, with February 2014 to be the latest. A video conference is planned on 1-10-13 to explain this to PSCOC.	\$2,700,000	\$16,283	\$16,283	\$2,683,717
Espanola Public Schools	P12-008	E.T.S. Fairview Elementary School								DD / 5% / 6 mos	Design Development.	\$781,000	\$429,117	\$36,611	\$351,883
Gallup-McKinley County Public Schools	P08-016	Gallup Jr. High School								CP / 100% / mos	Contractor to complete.	\$36,473,734	\$28,683,685	\$28,075,188	\$7,790,049

PSCOC Project Status Report
Behind Schedule

1/4/2013

Legend for project status:
Non Applicable (Grey)
Ahead of Schedule (Blue)
On Schedule (Green)
Behind Schedule (Yellow)
Behind Schedule, No Progress (Red)

ED - ED Spec Development : Developing RFP/Contracts for Ed Spec Writer
PD - Project Development : Developing RFP/Contracts for Design Professionals
DD - Design Development : Project design development through completion of construction documents (plans and specs, bidding/proposal phase)
C - Construction : Project under construction
SC - Substantial Completion : Project in punchlist phase
CP - Correction Period : Project complete and under warranty
PO - Post Occupancy Evaluation

School District	Proj #	Project Name	ED	PD	DD	C	SC	CP	PO	Project Status	Manager Report	TOTAL	Committed	Expended	Balance
Gallup-McKinley County Public Schools	P10-004	Crownpoint Elementary School	On Schedule	On Schedule	On Schedule	Behind Schedule				C / 75% / 3 mos	Project is behind schedule. Contractor and owners are working with NTUA (navajo utilities) to get gas meter and water meter hooked installed. Contractor continuing work with portable heaters to install interior finishes. Project is still moving forward and expected to be completed by the end of January. Navajo Utility company has to order parts and anticipates the gas meter to be install between January 8th-17th.	\$12,859,099	\$11,694,030	\$6,647,059	\$1,165,069
Gallup-McKinley County Public Schools	P11-005	Washington Elementary	Behind Schedule	Behind Schedule						PD / 0% / 30 mos	GMCS anticipate beginning design in the Winter 2013.	\$758,355	\$20,965	\$19,525	\$737,390
Gallup-McKinley County Public Schools	P11-006	Church Rock Academy	Behind Schedule	Behind Schedule						PD / 0% / 16 mos	Design Professional has been selected. The disrict and PSFA are completing the contract. Design development scheduled to start early January.	\$886,449	\$0	\$0	\$886,449
Gallup-McKinley County Public Schools	P11-008	Jefferson Elementary	Behind Schedule	Behind Schedule						PD / 0% / 30 mos	GMCS anticipate beginning design in the Fall 2014.	\$980,561	\$0	\$0	\$980,561
New Mexico School for the Blind and Visually Impaired	C10-002	New Mexico School for the Blind and Visually Impaired	Non Applicable	On Schedule	On Schedule	Behind Schedule				C / 60% / 2 mos	C10-002A (NMSBVI Alamogordo Campus DCP) information is shown in this report. The Ditzler roof design is ongoing and construction of the roof through change order will begin pending completion of the design. Structural framing and metal roof deck replacement are ongoing at Quimby. There is currently no work ongoing at Health Services. Sidewalk work is still to be completed with no work currently ongoing. Work continues at Garrett Dormitory including installation of ceiling access panels behind plaster work, trimming out new windows, lath/plaster in commons area, and masking/painting in east wing. Bert Reeves work currently ongoing includes installation of new FCU control valves and electrical work. The water tower demolition will begin pending completion of an engineering report for its structural integrity, which is being paid 100% by the NMSBVI.  C10-002B (NMSVBI Alamogordo Campus new education building) is in the final stage of design development (100% CD are complete, approved, and ready to bid at the end of January 2013). Construction is expected to begin late February or early March near the completion of C10-002A and end in January or February 2014. The WEC renovation or replacement project is considered an additional phase of this same project (C10-002) to be bid separately as C10-002B "NMSBVI Alamogordo campus new education building".	\$4,664,495	\$3,143,093	\$1,760,468	\$1,521,402
Roswell Independent Schools	P11-016	Valley View Elementary	Non Applicable	On Schedule	Behind Schedule					DD / 80% / 1 mos	1/4/2013---Program Stmt/RASC submitted & approved; Schematic Design submitted & approved; DD's submitted & approved, currently in CD's; planning to go before PSCOC in March 2013 for Construction Dollars; bid opening scheduled for April 2013.	\$570,881	\$376,900	\$92,902	\$193,981
Socorro Consolidated Schools	P12-011	San Antonio Elementary School	Behind Schedule	Behind Schedule						ED / 100% / 1 mos	The Socorro school board and has approved the ed-spec. The district needs to secure land from the BLM prior to design beginning. PSFA and the District are working together to reach a solution.	\$244,550	\$26,308	\$25,283	\$218,242
												\$85,999,092	\$65,194,958	\$58,039,899	\$21,327,632

Master Plan  
PSCOC Project Status Report

On Schedule

Behind Schedule

Behind Schedule, No Progress

Rejected / Funds Reverted

P1-IPOR : Project orginization, schedule of meetings, kick off meetings, steering committee assembl  
P1-2CFA : Complete facility assessments/evaluatio  
P1-3CFU : Complete FAD update submitted to FAD Manage  
P2-1FCD : Facility FAD drawings complete  
P2-2CUS : Complete utilization spreadsheets(s)/enrollment data, charts and table  
P3-IPMP : Prepare Master Pla  
P3-2BAP : Board Approval  
P4-IPAP : PSFA Approval

									\$510,361	\$474,300	\$0	\$0
School District	Proj #	Project Name	Phase 1	Phase 2	Phase 3	Phase 4	Project Status	Manager Report	TOTAL	Committed	Expended	Balance
Albuquerque Public Schools	M12-018	North Valley Academy Facility Master Plan					P3-1PMP / 85% / 2 mos	BS/Contactor: ARC. [02-02-13] Admin. has changed, brd. adoption Feb. 12, anticipated submittal to PSFA Feb. 28.	\$11,770	\$15,622	\$0	\$0
Bernalillo Public Schools	M12-001	Facility Master Plan					P3-1PMP / 90% / 1 mos	BS/Contractor: Greer. [01-02-13] Finalizing document, submitted draft, but need additional info. Brd. approved on Dec. 20th will submit by end of Jan. 31.	\$28,504	\$28,504	\$0	\$0
Clovis Municipal Schools	M12-003	Facility Master Plan					P4-1PAP / 99% / 1 mos	Consultant is holding a board work session so that they can approve capital projects list. When this step is complete, the consultant will continue to work on completing plan sections (11/14/12). Consultant has began submitting sections of the plan to review electronically for PSFA review. Project is nearly complete (1/2/13).	\$96,527	\$96,527	\$0	\$0
Deming Public Schools	M12-005	Facility Master Plan					P2-2CUS / 60% / 1 mos	Consultant has held committee and community meetings in both Deming and Columbus. More community meetings are planned for November. The plan is slightly delayed due to issues within the District beyond its control but consultant and district anticipate February completion (11/14/12). Consultant will be holding final public meetings in January 2013 and will prepare the FMP. February completion is anticipated (1/2/13).	\$61,519	\$61,519	\$0	\$0
Espanola Public Schools	M12-006	Facility Master Plan					P3-1PMP / 95% / 1 mos	BS/Contractor: ARC [01-02-13] Will submit to PSFA by Jan. 11th.	\$62,268	\$52,159	\$0	\$0
Hobbs Municipal Schools	M12-007	Facility Master Plan					P4-1PAP / 99% / 1 mos	Work sessions scheduled and consultant is working on plan sections. Plan is on schedule for December completion (11/14/12). Board is approving the capital priorities in early January and will turn in plan to PSFA in early January for review and approval. Plan nearly complete (1/2/13).	\$71,324	\$59,363	\$0	\$0
Loving Municipal Schools	M12-008	Facility Master Plan					P3-1PMP / 99% / 1 mos	Plan is still on schedule for December completion (11/14/12). Consultant will submit the plan to PSFA in early January for review and approval (1/2/13).	\$6,859	\$5,502	\$0	\$0
Mora Independent Schools	M11-014	Facility Master Plan					P3-1PMP / 99% / 1 mos	BS/Contractor: Greer [01-02-13] new Super., Brd. approval in Jan., submit to PSFA by end of Jan. 31.	\$21,289	\$21,289	\$0	\$0
Portales Municipal Schools	M12-011	Facility Master Plan					P4-1PAP / 99% / 1 mos	School Board has reviewed FMP Committee recommendations on November 12, 2012. Consultant anticipates submittal of draft FMP document to the District and PSFA staff in early December (11/14/12). Consultant is preparing FMP and will submit it to PSFA staff for review and approval the first week of January 2013 (1/2/13).	\$43,765	\$43,765	\$0	\$0
Raton Public Schools	M12-012	Facility Master Plan					P3-1PMP / 85% / 1 mos	BS/Contractor: PCM. [1-2-13] Super. had to focus on some other issues which delayed completion of FMP, submit draft to PSFA Jan. 17, brd. adoption Feb. 11, submit to PSFA Feb 12th.	\$33,964	\$23,658	\$0	\$0

<i>School District</i>	<i>Proj #</i>	<i>Project Name</i>	<i>Phase 1</i>	<i>Phase 2</i>	<i>Phase 3</i>	<i>Phase 4</i>	<i>Project Status</i>	<i>Manager Report</i>	<i>TOTAL</i>	<i>Committed</i>	<i>Expended</i>	<i>Balance</i>
Socorro Consolidated Schools	M12-013	Facility Master Plan					P2-2CUS / 99% / 1 mos	Consultant will be holding a work session with the board in November to go over the committee's recommendations. If Board gives concurrence, then consultant will move ahead with finalizing the plan (11/14/12). Consultant submitted the plan to PSFA for review. PSFA has reviewed the plan and sent comments back to consultant to address. Awaiting completion of comments but PSFA Maintenance Staff also has comments to address(1/2/13).	\$40,613	\$35,266	\$0	\$0
Tucumcari Public Schools	M12-014	Facility Master Plan					P2-2CUS / 90% / 1 mos	BS/Contractor: DeJong. [01-02-13] 90% completed, draft submitted to PSFA, but need additional info, new completion date Jan. 14.	\$31,959	\$31,127	\$0	\$0
									\$510,361	\$474,300	\$0	\$0

**All Schools FMAR Scores  
Jan 1, 2011 to Jan 3, 2013**

District Name	School Name	2011 FMAR Score	2012 FMAR Score
ALAMOGORDO	ALAMOGORDO HIGH	78.16%	
ALAMOGORDO	CHAPARRAL MIDDLE	81.82%	
ALAMOGORDO	HIGH ROLLS MTN ELEMENTARY	82.48%	
ALBUQUERQUE	CHAPARRAL ELEMENTARY	71.55%	
ALBUQUERQUE	DOUGLAS MACARTHUR ELEMENTARY	71.55%	
ALBUQUERQUE	MC KINLEY MIDDLE	72.11%	
ALBUQUERQUE	SANDIA HIGH		19.33%
ALBUQUERQUE	VOLCANO VISTA HIGH	75.21%	
ANIMAS	ANIMAS ELEMENTARY		70.20%
ARTESIA	ARTESIA HIGH		51.78%
ARTESIA	ARTESIA ZIA INTERMEDIATE		73.63%
ARTESIA	CENTRAL ELEMENTARY		75.42%
AZTEC	C.V. KOGLER MIDDLE	77.96%	
AZTEC	AZTEC HIGH	77.30%	
AZTEC	PARK AVENUE ELEMENTARY	80.03%	
BELEN	BELEN INFINITY HIGH	87.22%	
BELEN	BELEN HIGH		72.32%
BELEN	BELEN MIDDLE	67.12%	
BELEN	DENNIS CHAVEZ ELEMENTARY	76.83%	
BELEN	JARAMILLO ELEMENTARY		73.73%
BELEN	LA PROMESA ELEMENTARY		75.61%
BERNALILLO	BERNALILLO HIGH	72.42%	51.74%
BERNALILLO	COCHITI ELEMENTARY		69.25%
BERNALILLO	SANTO DOMINGO ELEMENTARY		15.61%
BLOOMFIELD	BLOOMFIELD HIGH		81.91%
CAPITAN	CAPITAN ELEMENTARY		15.38%
CARLSBAD	ALTA VISTA MIDDLE		64.84%
CARLSBAD	CARLSBAD HIGH		50.84%
CARLSBAD	RIVERSIDE ELEMENTARY		48.02%
CARRIZOZO	CARRIZOZO HIGH		-3.59%
CENTRAL CONS.	EVA B. STOKELY ELEMENTARY	78.40%	
CENTRAL CONS.	KIRTLAND MIDDLE	72.01%	
CENTRAL CONS.	NASCHITTI ELEMENTARY		61.25%
CENTRAL CONS.	SHIPROCK HIGH	64.06%	
CHAMA	ESCALANTE HIGH		32.18%
CHAMA	TIERRA AMARILLA ELEMENTARY		50.92%
CLAYTON	ALVIS ELEMENTARY	71.57%	
CLAYTON	CLAYTON JUNIOR HIGH	72.13%	
CLAYTON	CLAYTON HIGH	72.04%	
CLOVIS	CLOVIS HIGH	79.37%	
CLOVIS	BARRY ELEMENTARY	79.18%	
CLOVIS	YUCCA MIDDLE	77.02%	
COBRE CONS.	HURLEY ELEMENTARY		65.91%
CORONA	CORONA HIGH		26.88%
CUBA	CUBA MIDDLE		59.65%

**75 FMARS Completed in 2011**  
**111 FMARS Completed in 2012**  
**75 Districts Total**  
**26% of 710 Traditional Schools**

**All Schools FMAR Scores  
Jan 1, 2011 to Jan 3, 2013**

DES MOINES	DES MOINES ELEMENTARY		47.64%
DEXTER	DEXTER HIGH	79.89%	59.60%
DEXTER	DEXTER MIDDLE		45.30%
DORA	DORA ELEMENTARY		51.42%
DULCE	DULCE HIGH		80.50%
ELIDA	ELIDA ELEMENTARY		76.37%
ESPANOLA	CARINOS DE LOS NINOS	56.37%	12.66%
ESPANOLA	EUTIMIO SALAZAR ELEMENTARY	66.02%	
ESPANOLA	LOS NINOS ELEMENTARY		83.63%
ESPANOLA	VELARDE ELEMENTARY	60.61%	66.07%
ESTANCIA	ESTANCIA HIGH		49.76%
ESTANCIA	LOWER ELEMENTARY		50.01%
ESTANCIA	ESTANCIA MIDDLE	68.54%	
ESTANCIA	UPPER ELEMENTARY		45.57%
ESTANCIA	VAN STONE ELEMENTARY		43.28%
FARMINGTON	PIEDRA VISTA HIGH	78.75%	
FARMINGTON	MESA VIEW MIDDLE		84.46%
FARMINGTON	HEIGHTS MIDDLE SCHOOL	75.23%	
FARMINGTON	FARMINGTON HIGH		75.04%
FARMINGTON	ESPERANZA ELEMENTARY		84.27%
FARMINGTON	MCKINLEY ELEMENTARY	82.49%	
FLOYD	FLOYD ELEMENTARY		19.20%
FT SUMNER	FORT SUMNER ELEMENTARY		80.79%
GADSDEN	GADSDEN MIDDLE	74.39%	
GADSDEN	GADSDEN HIGH	70.42%	
GADSDEN	SANTA TERESA MIDDLE		71.83%
GADSDEN	SANTA TERESA HIGH		64.09%
GADSDEN	DESERT VIEW ELEMENTARY		74.86%
GADSDEN	ANTHONY ELEMENTARY		83.25%
GADSDEN	GADSDEN ELEMENTARY	82.29%	
GALLUP	JEFFERSON ELEMENTARY	70.81%	65.64%
GALLUP	MIYAMURA HIGH SCHOOL	82.85%	
GALLUP	JOHN F. KENNEDY MIDDLE	78.34%	37.33%
GRADY	GRADY ELEMENTARY		56.50%
GRANTS	CUBERO ELEMENTARY	58.65%	
GRANTS	SAN RAFAEL ELEMENTARY		71.93%
GRANTS	BLUEWATER ELEMENTARY		72.88%
HATCH	HATCH VALLEY MIDDLE		71.47%
HOUSE	HOUSE ELEMENTARY		24.97%
JAL	JAL HIGH		47.64%
JAL	JAL ELEMENTARY		66.96%
JEMEZ MOUNTAIN	CORONADO HIGH		28.35%
JEMEZ MOUNTAIN	LYBROOK ELEMENTARY		64.19%
LAS CRUCES	CAMINO REAL MIDDLE	75.89%	
LAS CRUCES	SONOMA ELEMENTARY	80.03%	
LAS CRUCES	LAS CRUCES HIGH	87.53%	

**75 FMARS Completed in 2011  
111 FMARS Completed in 2012  
75 Districts Total  
26% of 710 Traditional Schools**



**All Schools FMAR Scores  
Jan 1, 2011 to Jan 3, 2013**

LAS CRUCES	MESILLA ELEMENTARY	72.98%	
LAS CRUCES	MAYFIELD HIGH	77.68%	
LAS VEGAS	LOS NINOS ELEMENTARY		53.95%
LAS VEGAS	MEMORIAL MIDDLE		23.85%
LAS VEGAS	SIERRA VISTA ELEMENTARY		51.68%
LOGAN	LOGAN ELEMENTARY		66.02%
LOS ALAMOS	BARRANCA MESA ELEMENTARY		77.59%
LOS ALAMOS	LOS ALAMOS HIGH		48.72%
LOS ALAMOS	MOUNTAIN ELEMENTARY		76.93%
LOS LUNAS	BOSQUE FARMS ELEMENTARY	79.75%	
LOS LUNAS	LOS LUNAS MIDDLE	81.16%	
LOS LUNAS	MANZANO VISTA MIDDLE		80.51%
LOS LUNAS	SUNDANCE ELEMENTARY		88.25%
LOS LUNAS	VALENCIA HIGH		74.86%
LOS LUNAS	LOS LUNAS HIGH	75.05%	
LOVING	LOVING HIGH		75.70%
LOVING	LOVING ELEMENTARY		75.89%
LOVING	LOVING MIDDLE		64.31%
MELROSE	MELROSE ELEMENTARY		61.67%
MESA VISTA	MESA VISTA HIGH		-22.06%
MESA VISTA	EL RITO ELEMENTARY		64.61%
MORIARTY	EDGEWOOD MIDDLE	40.67%	
MORIARTY	MORIARTY ELEMENTARY	47.21%	
MORIARTY	MORIARTY HIGH	41.01%	
MORIARTY	ROUTE 66 ELEMENTARY		72.23%
MORIARTY	MOUNTAINVIEW ELEMENTARY		70.47%
NMSBVI	NMSVH	81.09%	
NMSD	NM SCH FOR THE DEAF-KINDER		84.94%
NMSD	NM SCH FOR THE DEAF	84.50%	73.25%
PENASCO	PENASCO ELEMENTARY	70.06%	
PENASCO	PENASCO HIGH	72.04%	
PENASCO	PENASCO MIDDLE	67.31%	
POJOAQUE	PABLO ROYBAL ELEMENTARY		67.50%
PORTALES	PORTALES JR HIGH		76.37%
PORTALES	PORTALES HIGH		75.90%
PORTALES	LINDSEY-STEINER ELEMENTARY		73.17%
QUEMADO	DATIL ELEMENTARY		62.33%
QUEMADO	QUEMADO HIGH		53.09%
QUESTA	QUESTA HIGH	22.96%	
RATON	COLUMBIAN ELEMENTARY	67.34%	
RESERVE	RESERVE HIGH		6.32%
RIO RANCHO	RIO RANCHO HIGH	80.23%	
RIO RANCHO	VISTA GRANDE ELEMENTARY	79.67%	
RIO RANCHO	RIO RANCHO MIDDLE SCHOOL	85.12%	
RIO RANCHO	COLINAS DEL NORTE ELEMENTARY	75.25%	
RIO RANCHO	RIO RANCHO ELEMENTARY	77.69%	

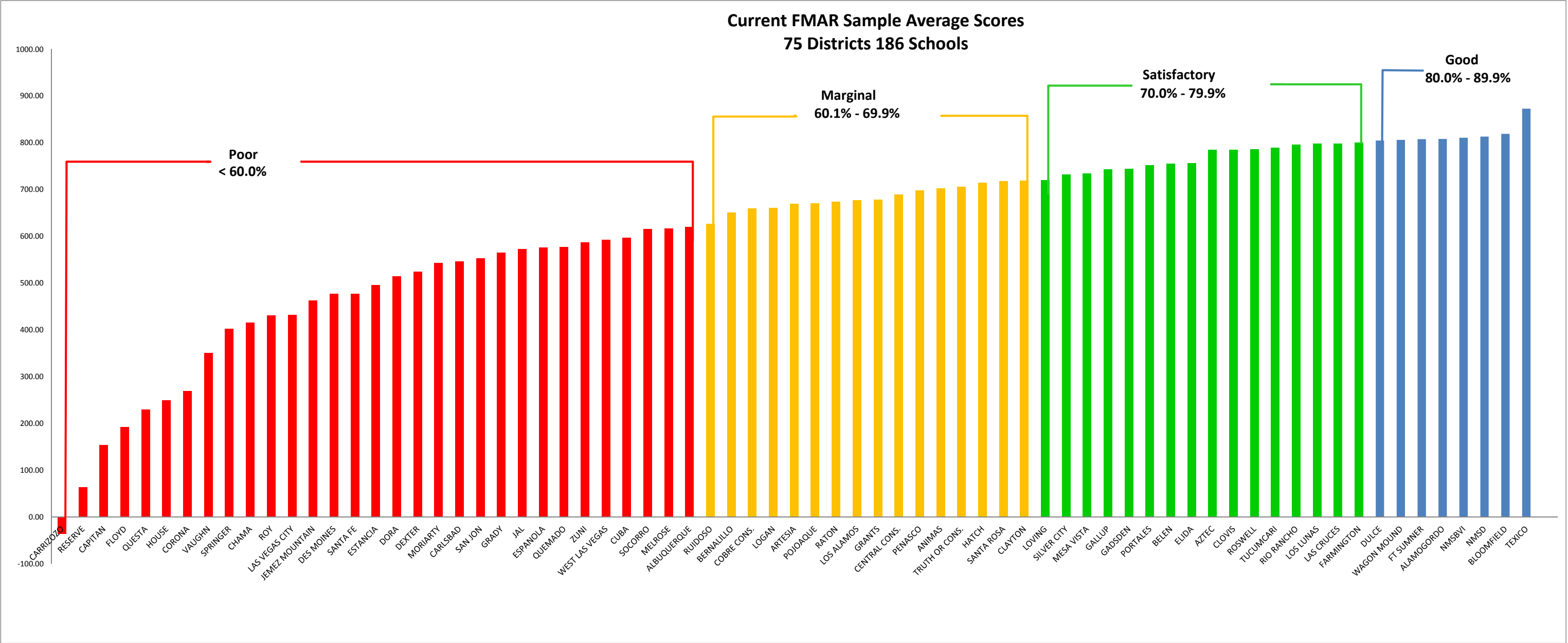
**75 FMARS Completed in 2011  
111 FMARS Completed in 2012  
75 Districts Total  
26% of 710 Traditional Schools**

**All Schools FMAR Scores  
Jan 1, 2011 to Jan 3, 2013**

ROSWELL	PARKVIEW PRESCHOOL		78.76%
ROSWELL	SIERRA MIDDLE		81.29%
ROSWELL	UNIVERSITY HIGH		75.70%
ROY	ROY ELEMENTARY		43.11%
RUIDOSO	RUIDOSO HIGH		67.52%
RUIDOSO	RUIDOSO MIDDLE		63.05%
RUIDOSO	SIERRA VISTA PRIMARY		57.34%
SAN JON	SAN JON MIDDLE SCHOOL	55.33%	
SANTA FE	ACEQUIA MADRE ELEMENTARY		58.95%
SANTA FE	CAPITAL HIGH		12.59%
SANTA FE	KEARNY ELEMENTARY		54.03%
SANTA FE	EDWARD ORTIZ MIDDLE		60.63%
SANTA FE	CHAPARRAL ELEMENTARY		60.21%
SANTA FE	CALVIN CAPSHAW MIDDLE		39.64%
SANTA ROSA	ANTON CHICO MIDDLE	65.08%	
SANTA ROSA	SANTA ROSA HIGH		74.66%
SANTA ROSA	SANTA ROSA ELEMENTARY		73.82%
SILVER CITY	G.W.STOUT ELEMENTARY	74.20%	
SILVER CITY	LA PLATA MIDDLE	72.98%	
SILVER CITY	SILVER HIGH	72.32%	
SOCORRO	SAN ANTONIO ELEMENTARY	72.32%	
SOCORRO	R. SARRACINO MIDDLE		70.07%
SOCORRO	SOCORRO HIGH		46.10%
SOCORRO	ZIMMERLY ELEMENTARY		57.81%
SPRINGER	FORRESTER ELEMENTARY	63.99%	
SPRINGER	SPRINGER HIGH		16.48%
TEXICO	TEXICO ELEMENTARY		87.30%
TRUTH OR CONS.	T OR C ELEMENTARY	70.61%	
TUCUMCARI	TUCUMCARI ELEMENTARY		73.08%
TUCUMCARI	TUCUMCARI HIGH		85.49%
TUCUMCARI	TUCUMCARI MIDDLE		78.25%
VAUGHN	VAUGHN ELEMENTARY		35.01%
WAGON MOUND	WAGON MOUND ELEMENTARY	80.22%	
WAGON MOUND	WAGON MOUND HIGH	81.54%	80.12%
WEST LAS VEGAS	WLV FAMILY PARTNERSHIP	65.58%	
WEST LAS VEGAS	DON CECILIO MTZ ELEMENTARY	54.03%	
WEST LAS VEGAS	UNION ELEMENTARY	64.49%	
WEST LAS VEGAS	W LAS VEGAS MIDDLE	56.68%	55.47%
ZUNI	A:SHIWI ELEMENTARY		65.51%
ZUNI	DOWA YALANNE ELEMENTARY		51.90%
<b>Programs/Charters</b>	<b>Name</b>	<b>2011</b>	<b>2012</b>
LAS CRUCES	MESILLA VALLEY TRAINING CENTER		21.00%
EAST MOUNTAIN	EAST MOUNTAIN HIGH SCHOOL		49.65%
ALBUQUERQUE	CESAR CHAVEZ COMMUNITY		24.00%

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**111 FMARS Completed in 2012**  
**75 Districts Total**  
**26% of 710 Traditional Schools**





**OUTSTANDING:** Maintenance activities demonstrate a highly focused and goal driven supported maintenance culture. Facility conditions are *exceptionally good and clearly noticeable*.<sup>1</sup>  
**Maintenance Rating: 90.1% to 100%.**

**GOOD:** Maintenance activities demonstrate a focused and supported maintenance program. Facility conditions *are found to be of high quality, performing well, but not excellent or outstanding in quality*.<sup>1</sup>  
**Maintenance Rating: 80.1% to 89.9%.**

**SATISFACTORY:** Maintenance activities demonstrate a sufficient maintenance program which is sufficient to meet the demand or requirement; adequate or suitable; acceptable.<sup>2</sup>  
**Maintenance Rating: 70.1% to 79.9%.**

**MARGINAL:** Maintenance activities demonstrate a need for improvement and barely meet minimal acceptable standards to support the process. Activities are *close to the lower limit of qualification, acceptability, or function; barely exceeding the minimum requirements*.<sup>1</sup>  
**Maintenance Rating: 60.1% to 69.9%.**

**POOR:** Maintenance activities are poor and demonstrate a need for immediate improvement as systems, safety and the environment are at risk for failure. Activities are *less than adequate; inferior in quality or value*.<sup>1</sup>  
**Maintenance Rating: 60% and below.**

# PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL

## 2012-2013 LEASE ASSISTANCE AWARDS

District	School	State (S) or Local (L) Charter	Total Sq. Ft. of Leased Classroom Space	Total Sq. Ft. of Direct Admin (PED) Actual or Calculated	Total Sq. Ft. of Remaining Other/Admin Space	Total Sq. Ft. of Leased Space	Avg. of 80/120 Membership p or Estimate per PED	Actual Lease	Cost/Sq Ft	Lease Payment for Classroom and Direct Admin Space	Maximum Allowable Lease Assist @ \$733.35/PED MEM <sup>2</sup> or Adjusted Lease	Adjusted awards w/deferred 1st quarter only	Balance	FY 2013 Q1 July 2012 thru Sept 2012	FY 2013 Q2 Oct 2012 thru Dec 2012
001	Albuquerque	Academia de Lengua y Cultura	L	6,611.0	266.3	8,645.7	15,523.0	77.5	163,800	10.55	72,570	56,835	56,835		
002	Albuquerque	Academy of Trades & Technology	S	16,251.0	326.3	2,191.7	18,769.0	117.5	180,120	9.60	159,087	86,169	86,169	21,542.25	
003	Albuquerque	ACE Leadership High School	S	8,000.0	462.8	3,537.2	12,000.0	208.5	220,000	18.33	155,151	152,903	152,903	105,410	47,493.09
004	Albuquerque	Albuquerque Institute for Math & Science	S	17,745.5	592.5	34.0	18,372.0	295.0	230,420	12.54	229,993	216,338	216,338	216,338	
005	Albuquerque	Albuquerque School of Excellence	S	24,083.0	546.0	23.0	24,652.0	264.0	455,952	18.50	455,527	193,604	193,604	96,802	48,401.00
006	Albuquerque	Albuquerque Talent Development	L	13,000.0	358.5	147.5	13,506.0	139.0	206,341	15.28	204,088	101,936	101,936	74,073	27,862.50
007	Albuquerque	Alice King Community School	L	16,913.0	577.5	4,313.5	21,804.0	285.0	305,166	14.00	244,795	209,005	209,005	209,005	
008	Albuquerque	Amy Biehl High School	S	40,764.0	583.5	753.5	42,101.0	289.0	1,200	0.03	1,179	1,179	1,179	589.00	
009	Albuquerque	Bataan Military Academy	L	12,897.0	335.3	378.7	13,611.0	123.5	162,352	11.93	157,835	90,569	90,569	90,569	
010	Albuquerque	Cesar Chavez	S	11,272.0	432.0	8,318.0	20,022.0	188.5	331,001	16.53	193,489	137,870	137,870	34,467.50	34,467.50
011	Albuquerque	Christine Duncan's Heritage Academy	L	13,000.0	339.0	0.0	13,339.0	126.0	96,600	7.24	96,600	92,402	92,402	46,201	23,100.50
012	Albuquerque	Cian Aguas International School	S	14,571.0	486.0	1,001.0	16,058.0	224.0	182,142	11.34	170,788	164,270	164,270	164,270	
013	Albuquerque	Corrales International School	L	15,340.0	456.8	530.2	16,327.0	204.5	291,984	17.88	282,502	149,970	149,970	112,478	37,492.50
014	Albuquerque	Cottonwood Classical Preparatory School	S	16,153.0	816.0	0.0	16,969.0	444.0	589,830	34.76	589,830	325,607	81,402	81,402	
015	Albuquerque	Creative Education Prep. Institute #1	S	12,513.0	420.8	2,760.2	15,694.0	180.5	155,273	9.89	127,964	127,964	127,964	31,991.00	
016	Albuquerque	Digital Arts and Technology Academy HS	L	46,391.0	618.0	0.0	47,009.0	315.5	493,313	10.49	493,313	231,372	231,372	115,686	57,843.00
017	Albuquerque	East Mountain High School	S	37,882.0	698.3	1,265.7	39,846.0	365.5	392,200	9.84	379,742	268,039	268,039	201,030	67,009.75
018	Albuquerque	El Camino Real Academy	L	58,429.0	773.3	2,187.7	61,390.0	415.5	700,000	11.40	675,055	304,707	304,707	162,353	76,176.75
019	Albuquerque	Gilbert L. Sena Charter H.S.	S	14,000.0	411.0	300.0	14,711.0	174.0	186,140	12.65	182,344	127,603	127,603	127,603	
020	Albuquerque	Gordon Bernell Charter School	L	12,757.0	796.5	0.0	13,553.5	431.5	175,000	12.91	175,000	175,000	175,010	131,247	43,753.17
021	Albuquerque	Horizon Academy West	S	16,399.0	795.8	438.2	17,633.0	430.5	522,853	29.65	509,859	315,707	78,927	78,927	
022	Albuquerque	La Academia de Esperanza	L	13,050.0	628.5	0.0	13,678.5	321.0	360,000	26.32	360,000	235,405	58,851	58,851	
023	Albuquerque	La Promesa Charter School	S	92,000.0	527.0	0.0	92,527.0	251.5	394,998	4.27	394,998	184,438	184,438	184,438	
024	Albuquerque	La Resolana Leadership Academy	S	3,310.0	249.0	593.0	4,152.0	66.0	118,084	28.44	101,219	48,401	12,100	0	12,100.00
025	Albuquerque	Los Puentes	L	11,017.0	456.8	8,105.2	19,579.0	204.5	304,056	15.53	178,184	149,970	149,970	149,970	
026	Albuquerque	Media Arts Collaborative Charter School	S	7,401.0	405.8	2,993.2	10,800.0	170.5	198,360	18.37	143,385	125,036	125,036	125,036	
027	Albuquerque	The Montessori Elementary School	S	77,500.0	684.0	4,684.0	82,868.0	356.0	678,000	8.18	639,677	261,073	261,073	198,804	62,268.25
028	Albuquerque	Montessori of the Rio Grande	L	13,939.0	448.5	339.5	14,727.0	199.0	121,755	8.27	118,948	118,948	118,948	39,216	29,733.00
029	Albuquerque	Mountain Mahogany Community	L	12,846.0	438.8	1,650.2	14,935.0	192.5	120,000	8.03	106,741	106,741	106,741	76,741	30,000.00
030	Albuquerque	Native American Community Academy	L	62,100.0	734.3	150.7	62,985.0	389.5	284,476	4.52	283,795	283,795	283,795	225,520	58,275.00
031	Albuquerque	New America School	S	10,096.0	712.5	943.5	11,752.0	375.0	663,479	56.46	610,212	275,006	68,752	0	68,752.00
032	Albuquerque	NM International School	S	10,435.0	291.0	18.0	10,744.0	94.0	129,600	12.06	129,383	68,935	68,935	34,467	17,233.75
033	Albuquerque	North Valley Academy	S	26,880.0	882.8	10,201.2	37,964.0	488.5	530,232	13.97	387,755	358,241	358,241	268,681	89,560.25
034	Albuquerque	Nuestros Valores Charter School	L	6,827.0	317.3	1,020.7	8,165.0	111.5	97,117	11.89	84,976	81,769	81,769	81,769	
035	Albuquerque	Public Academy for Performing Arts	L	19,200.0	675.0	2,936.0	22,811.0	350.0	411,323	18.03	358,382	256,673	256,673	192,604	64,168.25
036	Albuquerque	Ralph J. Bunche Academy	S	10,722.0	300.0	0.0	11,022.0	101.0	58,350	5.29	58,350	58,350	58,350	29,469	14,162.49
037	Albuquerque	Robert F. Kennedy Charter High School	L	19,200.0	545.3	1,200.7	20,946.0	263.5	176,833	8.44	166,696	166,696	166,696	126,020	41,676.00
038	Albuquerque	South Valley Academy	L	12,300.0	507.8	0.0	12,807.0	238.5	180,125	14.06	180,136	174,904	174,904	174,904	
039	Albuquerque	South Valley Preparatory School	S	9,715.0	336.0	250.0	10,301.0	124.0	128,364	12.46	125,249	90,935	90,935	49,227	20,854.08
040	Albuquerque	SW Intermediate Learning Center	S	11,880.0	317.3	282.7	12,480.0	111.5	95,074	7.62	92,920	81,769	81,769	61,326	20,442.25
041	Albuquerque	SW Primary Learning Center	S	14,200.0	307.5	492.5	15,000.0	105.0	90,940	6.06	87,954	77,002	77,002	67,761	19,250.50
042	Albuquerque	SW Secondary Learning Center	S	19,252.0	575.3	692.7	20,520.0	283.5	227,351	11.08	219,676	207,905	207,905	103,962	51,976.25
043	Albuquerque	The Albuquerque Sign Language Academy	S	4,965.0	247.5	4,297.5	9,510.0	65.0	114,120	12.00	62,550	47,668	47,668	39,080	8,587.50
044	Albuquerque	The GREAT Academy	S	9,935.0	370.5	5,099.5	15,405.0	147.0	217,767	14.14	145,680	107,802	107,802	61,329	46,473.60
045	Albuquerque	The International School at Mesa del Sol	S	15,309.0	419.3	0.0	15,728.3	179.5	155,000	9.85	155,000	131,636	131,636	121,739	9,897.72
046	Albuquerque	The Learning Community Charter School	S	26,000.0	426.0	39.0	26,465.0	184.0	240,000	9.07	239,646	134,936	134,936	67,468	33,734.00
047	Albuquerque	Tierra Adentro	S	10,648.0	426.8	1,200.2	12,275.0	184.5	155,144	12.64	139,975	135,303	135,303	67,652	33,825.75
048	Albuquerque	21 <sup>st</sup> Century Public Academy	L	15,100.0	510.0	0.0	15,610.0	240.0	170,184	10.90	170,184	170,184	170,184	85,092	42,546.00
049	Aztec	Mosaic Academy	L	16,780.0	420.0	0.0	17,200.0	180.0	116,000	6.74	116,000	116,000	116,000	88,218	27,782.25
050	Bernalillo	Village Academy	S	3,900.0	207.0	0.0	4,107.0	38.0	62,400	15.19	62,400	27,867	27,867	13,934	6,966.75
051	Carlsbad	Jefferson Montessori Academy	L	14,574.0	398.3	763.7	15,736.0	165.5	125,634	7.98	119,537	119,537	119,537	68,567	30,476.65
052	Cimarron	Moreno Valley High School	L	8,370.0	279.0	0.0	8,649.0	86.0	66,000	7.63	66,000	63,068	63,068	63,068	
053	Clovis	Choices - Alternative Learning Center	S	12,148.0	505.5	575.5	13,229.0	237.0	102,690	7.76	98,223	98,223	98,223	68,756	29,466.90
054	Deming	Deming Cesar Chavez	L	10,661.0	378.8	414.2	11,454.0	152.5	100,000	8.73	96,384	96,384	96,384	96,384	
055	Espanola	Carinos Charter School	L	82,982.0	494.3	499.7	83,976.0	229.5	138,282	1.65	137,459	137,459	137,459	68,730	34,364.75
056	Gadsden	Anthony Charter School	L	5,760.0	275.3	719.7	6,755.0	83.5	75,000	11.10	67,009	61,235	61,235	33,561	12,375.00
057	Gadsden	La Union JTP/Alvarez Farms		15,460.0	189.0	0.0	15,649.0	26.0	18,000	1.15	18,000	18,000	18,000	13,500	4,500.00
058	Gallup	Chief Manuelito MS (Land)		464,539.0	1,098.0	0.0	465,637.0	632.0	7,618	0.02	7,618	7,618	7,618	7,618	
059	Gallup	Churchrock Academy (Land)		36,521.0	80.5	500.5	37,602.0	287.0	5,500	0.15	5,427	5,427	5,427	5,427	
060	Gallup	David Skeet ES (Land)		16,760.0	483.0	486.0	17,729.0	222.0	3,556	0.20	3,459	3,459	3,459	3,459	
061	Gallup	Middle College High School	L	334.0	245.3	86.7	666.0	63.5	15,130	22.72	13,160	13,160	13,160	3,290	3,290
062	Gallup	Ramah Middle School (Land)		29,059.0	447.0	458.0	29,964.0	198.0	4,858	0.16	4,783	4,783	4,783	4,783	



**NOTES:**  
*Shaded rows indicate new application (yellow)*  
<sup>1</sup> Direct Administrative Space not to exceed 150nsf + 1.5nsf x MEM  
<sup>2</sup> 1.019\*1.016\*0.996\*1.016\*1.032 \$700/MEM (Consumer Price Index)= FY 09 = 1.9% FY 10 = 1.6%  
<sup>3</sup> X = Public Building; Y = Lease Purchase; Z = Lease from Non-Profit (meets standards in 22-8b-4.2. for being housed by July 1, 2015)  
<sup>4</sup> Award deferred-Charter may return to PSCOC for consideration of award once need and number of students physically present is proven.  
<sup>5</sup> Award deferred-Charter may return to PSCOC for consideration of award once justification of cost above \$22.50 per square foot is achieved.

**Ownership Key:**  
C = County (3), D = District (12), F = Fed (1), M = Municip (2), N = Nonprofit (16), SL = State Land Office (4), T = Tribal (3), U = University (3)

## **Below is the update of projects the Council is assisting the Chama District:**

- **Escalante Roof:** Roof was re-inspected after Contractor completed punch list. The Contractor was given a list of unsatisfactory items and they are scheduling with the District to address them. A leak was discovered over Christmas break. The Contractor is working on the repair this week.
- **Escalante Heating/Mechanical Systems:** Fixes to the existing system are in place to serve the school through the Winter. Design work on the permanent fixes is under way and should be complete in March. Permanent mechanical systems work to be scheduled with the District after design complete. May need to be done over the summer to minimize disruptions to school operations.
- **Escalante Loading Dock Roof Enclosure:** The loading dock will receive a roof enclosure to address snow and ice build up problems that prevent winter access to the Fire Pump and a Boiler Room. Design is complete for this work. Work will commence in the Spring at the District's convenience.
- **Escalante Cooking Pot Floor Drain:** The work to enlarge the drain will occur after school breaks for the Summer to minimize disruptions to school operation. PSFA is confirming the necessity for this to drain into the Grease Interceptor with NM Environmental Dept.
- **TA Elementary Electrical Repairs:** Work will complete the week of January 14<sup>th</sup>.
- **TA Elementary Boiler Issues:** The PSFA contracted to have electronic ignition installed. This has corrected the boiler outage problem. The issue of noise from air in the system still exists. The PSFA is soliciting a proposal from a boiler company to bleed air from the system. This is a maintenance item for the District.
- **TA Elementary Paving around the Gym:** To aid snow removal, curbs have been cut down this past Fall. The paving around the gym will commence after the weather is clear and temps are high enough. Work will be coordinated with the District.
- **TA Elementary Water Pressure:** Two valves used to allow air to escape from the system were closed. These were opened and the system will be monitored to see if water pressure returns to design tolerances.

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# **TAB 6**

## **OTHER BUSINESS:**

**A. PSCOOTF PROPOSED LEGISLATION**

**B. PSCOC STRATEGIC ISSUES**

**C. 2013 QZAB & QSCB APPLICATION \***

**D. NEXT PSCOC MEETING — PROPOSED FOR APRIL 9, 2013**

## **PUBLIC COMMENTS**

## **ADJOURN**

\* Denotes potential action by the Public School Capital Outlay Council

PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASKFORCE (PSCOOTF) – PROPOSED LEGISLATION

ID Number	202 Number	Description
1 Ivory	190438.4	Defines "building system"; allows a specific distribution each year (\$15 million placeholder) from FY 2014 through FY 2018 from the Public School Capital Outlay Fund for building systems repair, remodel or replacement; provides guidelines for council determination of grant award recipients.
2 White	190439.5	Provides more flexibility to the Public School Capital Outlay Council (PSCOC) to determine local match waiver eligibility –changes “shall” to “may” and adds districts with fewer than 800 students to the eligibility.
3 Blue	190441.4	Allows the PSCOC to modify or not grant the automatic consumer price index adjustment from the lease-assistance program -changes "shall" to "may".
4 Lavender	190444.6	Expands powers of chartering authorities to consider the charter school facility standards in 22-8B-4.2, including requirement to submit a plan to meet designated facilities standards within eighteen months of occupancy or relocation; allows the PSCOC to recommend to the chartering authority for the suspension, non-renewal or revocation of charter of new or relocating charter schools based on the facility condition index.
5 Goldenrod	190747.2	Reestablishes the Charter School Capital Outlay Fund that was repealed July 1, 2012 and reestablishes criteria for grant awards from that fund.
6 Green	190926.1	Makes an appropriation of \$10 million from the Public School Capital Outlay Fund to the PSCOC for expenditure from FY 2014 through FY 2016 to establish a program to assist districts and charter schools with deferred maintenance issues.

1 BILL

2 **51ST LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2013**

3 INTRODUCED BY

4  
5  
6 DISCUSSION DRAFT

7  
8 FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

9  
10 AN ACT

11 RELATING TO PUBLIC SCHOOL FACILITIES; AMENDING THE PUBLIC  
12 SCHOOL CAPITAL OUTLAY ACT TO ALLOW THE PUBLIC SCHOOL CAPITAL  
13 OUTLAY COUNCIL TO PROVIDE ANNUAL ALLOCATIONS TO SCHOOL  
14 DISTRICTS TO ADDRESS BUILDING SYSTEMS NEEDS; AMENDING,  
15 REPEALING AND ENACTING SECTIONS OF THE NMSA 1978.

16  
17 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

18 SECTION 1. Section 22-24-3 NMSA 1978 (being Laws 1975,  
19 Chapter 235, Section 3, as amended) is amended to read:

20 "22-24-3. DEFINITIONS.--As used in the Public School  
21 Capital Outlay Act:

22 A. "building system" means a set of interacting  
23 parts that make up a single, non-portable or fixed component of  
24 a facility and that, together with other building systems, make  
25 up an entire integrated facility or property, including

.190438.4

1 roofing, electrical distribution, electronic communication,  
2 plumbing, lighting, mechanical, fire prevention, facility  
3 shell, interior finishes and heating, ventilation and air  
4 conditioning systems, as defined by the council;

5 [A-] B. "constitutional special schools" means the  
6 New Mexico school for the blind and visually impaired and the  
7 New Mexico school for the deaf;

8 [B-] C. "constitutional special schools support  
9 spaces" means all facilities necessary to support the  
10 constitutional special schools' educational mission that are  
11 not included in the constitutional special schools' educational  
12 adequacy standards, including, but not limited to, performing  
13 arts centers, facilities for athletic competition, school  
14 district administration and facility and vehicle maintenance;

15 [C-] D. "council" means the public school capital  
16 outlay council;

17 [D-] E. "fund" means the public school capital  
18 outlay fund; and

19 [E-] F. "school district" includes state-chartered  
20 charter schools and the constitutional special schools."

21 **SECTION 2.** Section 22-24-4 NMSA 1978 (being Laws 1975,  
22 Chapter 235, Section 4, as amended) is amended to read:

23 "22-24-4. PUBLIC SCHOOL CAPITAL OUTLAY FUND CREATED--  
24 USE.--

25 A. The "public school capital outlay fund" is

.190438.4



1 created. Balances remaining in the fund at the end of each  
2 fiscal year shall not revert.

3 B. Except as provided in Subsections G and [~~±~~] J  
4 through [~~±~~] M of this section, money in the fund may be used  
5 only for capital expenditures deemed necessary by the council  
6 for an adequate educational program.

7 C. The council may authorize the purchase by the  
8 public school facilities authority of portable classrooms to be  
9 loaned to school districts to meet a temporary requirement.  
10 Payment for these purchases shall be made from the fund. Title  
11 to and custody of the portable classrooms shall rest in the  
12 public school facilities authority. The council shall  
13 authorize the lending of the portable classrooms to school  
14 districts upon request and upon finding that sufficient need  
15 exists. Application for use or return of state-owned portable  
16 classroom buildings shall be submitted by school districts to  
17 the council. Expenses of maintenance of the portable  
18 classrooms while in the custody of the public school facilities  
19 authority shall be paid from the fund; expenses of maintenance  
20 and insurance of the portable classrooms while in the custody  
21 of a school district shall be the responsibility of the school  
22 district. The council may authorize the permanent disposition  
23 of the portable classrooms by the public school facilities  
24 authority with prior approval of the state board of finance.

25 D. Applications for assistance from the fund shall

.190438.4

1 be made by school districts to the council in accordance with  
2 requirements of the council. Except as provided in Subsection  
3 [K] L of this section, the council shall require as a condition  
4 of application that a school district have a current five-year  
5 facilities plan, which shall include a current preventive  
6 maintenance plan to which the school adheres for each public  
7 school in the school district.

8 E. The council shall review all requests for  
9 assistance from the fund and shall allocate funds only for  
10 those capital outlay projects that meet the criteria of the  
11 Public School Capital Outlay Act.

12 F. Money in the fund shall be disbursed by warrant  
13 of the department of finance and administration on vouchers  
14 signed by the secretary of finance and administration following  
15 certification by the council that an application has been  
16 approved or an expenditure has been ordered by a court pursuant  
17 to Section 22-24-5.4 NMSA 1978. At the discretion of the  
18 council, money for a project shall be distributed as follows:

19 (1) up to ten percent of the portion of the  
20 project cost funded with distributions from the fund or five  
21 percent of the total project cost, whichever is greater, may be  
22 paid to the school district before work commences with the  
23 balance of the grant award made on a cost-reimbursement basis;  
24 or

25 (2) the council may authorize payments

1 directly to the contractor.

2 G. Balances in the fund may be annually  
3 appropriated for the core administrative functions of the  
4 public school facilities authority pursuant to the Public  
5 School Capital Outlay Act, and, in addition, balances in the  
6 fund may be expended by the public school facilities authority,  
7 upon approval of the council, for project management expenses;  
8 provided that:

9 (1) the total annual expenditures from the  
10 fund for the core administrative functions pursuant to this  
11 subsection shall not exceed five percent of the average annual  
12 grant assistance authorized from the fund during the three  
13 previous fiscal years; and

14 (2) any unexpended or unencumbered balance  
15 remaining at the end of a fiscal year from the expenditures  
16 authorized in this subsection shall revert to the fund.

17 H. Up to ten million dollars (\$10,000,000) of the  
18 fund may be allocated annually by the council for expenditure  
19 in fiscal years 2010 through 2015 for a roof repair and  
20 replacement initiative with projects to be identified by the  
21 council pursuant to Section 22-24-4.3 NMSA 1978; provided that  
22 money allocated pursuant to this subsection shall be expended  
23 within two years of the allocation.

24 I. Up to fifteen million dollars (\$15,000,000) of  
25 the fund may be expended annually by the council for

.190438.4

1 expenditure in fiscal years 2014 through 2018 for a building  
2 system repair, renovation or replacement initiative with  
3 projects to be identified by the council pursuant to Section 3  
4 of this 2013 act; provided that money allocated pursuant to  
5 this subsection shall be expended within two years of the  
6 allocation.

7           ~~[I.]~~ J. The fund may be expended annually by the  
8 council for grants to school districts for the purpose of  
9 making lease payments for classroom facilities, including  
10 facilities leased by charter schools. The grants shall be made  
11 upon application by the school districts and pursuant to rules  
12 adopted by the council; provided that an application on behalf  
13 of a charter school shall be made by the school district, but,  
14 if the school district fails to make an application on behalf  
15 of a charter school, the charter school may submit its own  
16 application. The following criteria shall apply to the grants:

17                   (1) the amount of a grant to a school district  
18 shall not exceed:

19                               (a) the actual annual lease payments  
20 owed for leasing classroom space for schools, including charter  
21 schools, in the school district; or

22                               (b) seven hundred dollars (\$700)  
23 multiplied by the number of MEM using the leased classroom  
24 facilities; provided that in fiscal year 2009 and in each  
25 subsequent fiscal year, this amount shall be adjusted by the

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1 percentage change between the penultimate calendar year and the  
2 immediately preceding calendar year of the consumer price index  
3 for the United States, all items, as published by the United  
4 States department of labor;

5 (2) a grant received for the lease payments of  
6 a charter school may be used by that charter school as a state  
7 match necessary to obtain federal grants pursuant to the  
8 federal No Child Left Behind Act of 2001;

9 (3) at the end of each fiscal year, any  
10 unexpended or unencumbered balance of the appropriation shall  
11 revert to the fund;

12 (4) no grant shall be made for lease payments  
13 due pursuant to a financing agreement under which the  
14 facilities may be purchased for a price that is reduced  
15 according to the lease payments made unless:

16 (a) the agreement has been approved  
17 pursuant to the provisions of the Public School Lease Purchase  
18 Act; and

19 (b) the facilities are leased by a  
20 charter school;

21 (5) if the lease payments are made pursuant to  
22 a financing agreement under which the facilities may be  
23 purchased for a price that is reduced according to the lease  
24 payments made, neither a grant nor any provision of the Public  
25 School Capital Outlay Act creates a legal obligation for the

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1 school district or charter school to continue the lease from  
2 year to year or to purchase the facilities nor does it create a  
3 legal obligation for the state to make subsequent grants  
4 pursuant to the provisions of this subsection; and

5 (6) as used in this subsection:

6 (a) "MEM" means: 1) the average  
7 full-time-equivalent enrollment using leased classroom  
8 facilities on the eightieth and one hundred twentieth days of  
9 the prior school year; or 2) in the case of an approved charter  
10 school that has not commenced classroom instruction, the  
11 estimated full-time-equivalent enrollment that will use leased  
12 classroom facilities in the first year of instruction, as shown  
13 in the approved charter school application; provided that,  
14 after the eightieth day of the school year, the MEM shall be  
15 adjusted to reflect the full-time-equivalent enrollment on that  
16 date; and

17 (b) "classroom facilities" or "classroom  
18 space" includes the space needed, as determined by the minimum  
19 required under the statewide adequacy standards, for the direct  
20 administration of school activities.

21 [~~J.~~] K. In addition to other authorized  
22 expenditures from the fund, up to one percent of the average  
23 grant assistance authorized from the fund during the three  
24 previous fiscal years may be expended in each fiscal year by  
25 the public school facilities authority to pay the state fire

1 marshal, the construction industries division of the regulation  
2 and licensing department and local jurisdictions having  
3 authority from the state to permit and inspect projects for  
4 expenditures made to permit and inspect projects funded in  
5 whole or in part under the Public School Capital Outlay Act.

6 The authority may enter into contracts with the state fire  
7 marshal, the construction industries division or the  
8 appropriate local authorities to carry out the provisions of  
9 this subsection. Such a contract may provide for initial  
10 estimated payments from the fund prior to the expenditures if  
11 the contract also provides for additional payments from the  
12 fund if the actual expenditures exceed the initial payments and  
13 for repayments back to the fund if the initial payments exceed  
14 the actual expenditures. Money distributed from the fund to  
15 the state fire marshal or the construction industries division  
16 pursuant to this subsection shall be used to supplement, rather  
17 than supplant, appropriations to those entities.

18 ~~[K-]~~ L. Pursuant to guidelines established by the  
19 council, allocations from the fund may be made to assist school  
20 districts in developing and updating five-year facilities plans  
21 required by the Public School Capital Outlay Act; provided  
22 that:

23 (1) no allocation shall be made unless the  
24 council determines that the school district is willing and able  
25 to pay the portion of the total cost of developing or updating

1 the plan that is not funded with the allocation from the fund.  
2 Except as provided in Paragraph (2) of this subsection, the  
3 portion of the total cost to be paid with the allocation from  
4 the fund shall be determined pursuant to the methodology in  
5 Paragraph (5) of Subsection B of Section 22-24-5 NMSA 1978; or

6 (2) the allocation from the fund may be used  
7 to pay the total cost of developing or updating the plan if:

8 (a) the school district has fewer than  
9 an average of six hundred full-time-equivalent students on the  
10 eightieth and one hundred twentieth days of the prior school  
11 year; or

12 (b) the school district meets all of the  
13 following requirements: 1) the school district has fewer than  
14 an average of one thousand full-time-equivalent students on the  
15 eightieth and one hundred twentieth days of the prior school  
16 year; 2) the school district has at least seventy percent of  
17 its students eligible for free or reduced-fee lunch; 3) the  
18 state share of the total cost, if calculated pursuant to the  
19 methodology in Paragraph (5) of Subsection B of Section 22-24-5  
20 NMSA 1978, would be less than fifty percent; and 4) for all  
21 educational purposes, the school district has a residential  
22 property tax rate of at least seven dollars (\$7.00) on each one  
23 thousand dollars (\$1,000) of taxable value, as measured by the  
24 sum of all rates imposed by resolution of the local school  
25 board plus rates set to pay interest and principal on

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1 outstanding school district general obligation bonds.

2 [H.] M. Upon application by a school district,  
3 allocations from the fund may be made by the council for the  
4 purpose of demolishing abandoned school district facilities,  
5 provided that:

6 (1) the costs of continuing to insure an  
7 abandoned facility outweigh any potential benefit when and if a  
8 new facility is needed by the school district;

9 (2) there is no practical use for the  
10 abandoned facility without the expenditure of substantial  
11 renovation costs; and

12 (3) the council may enter into an agreement  
13 with the school district under which an amount equal to the  
14 savings to the school district in lower insurance premiums are  
15 used to reimburse the fund fully or partially for the  
16 demolition costs allocated to the school district."

17 **SECTION 3.** A new section of the Public School Capital  
18 Outlay Act is enacted to read:

19 "[NEW MATERIAL] BUILDING SYSTEM REPAIR, RENOVATION OR  
20 REPLACEMENT.--

21 A. The council shall develop guidelines for a  
22 building system repair, renovation or replacement initiative  
23 pursuant to the provisions of this section.

24 B. A school district desiring a grant award  
25 pursuant to this section shall submit an application to the

1 council. The application shall include an assessment of the  
2 building system that, in the opinion of the school district,  
3 the repair, renovation or replacement of which would extend the  
4 useful life of the building itself.

5 C. The public school facilities authority shall  
6 verify the assessment made by the school district and rank the  
7 application with similar applications pursuant to a methodology  
8 adopted by the council.

9 D. After a public hearing and to the extent that  
10 money is available in the fund for such purposes, the council  
11 shall approve building system repair, renovation or replacement  
12 projects on the established priority basis; provided that no  
13 project shall be approved unless the council determines that  
14 the school district is willing and able to pay the portion of  
15 the total cost of the project that is not funded with grant  
16 assistance from the fund. In order to pay its portion of the  
17 total project cost, a school district may use state  
18 distributions made to the school district pursuant to the  
19 Public School Capital Improvements Act or, if within the scope  
20 of the authorizing resolution, proceeds of the property tax  
21 imposed pursuant to that act or to the Public School Buildings  
22 Act.

23 E. The state share of the cost of an approved  
24 building system repair, renovation or replacement project shall  
25 be calculated pursuant to the methodology in Paragraph (5) of

1 Subsection B of Section 22-24-5 NMSA 1978.

2 F. A grant made pursuant to this section shall be  
3 expended by the school district within two years of the grant  
4 allocation."

5 SECTION 4. Section 22-24-5 NMSA 1978 (being Laws 1975,  
6 Chapter 235, Section 5, as amended) is amended to read:

7 "22-24-5. PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS--  
8 APPLICATION--GRANT ASSISTANCE.--

9 A. Applications for grant assistance, approval of  
10 applications, prioritization of projects and grant awards shall  
11 be conducted pursuant to the provisions of this section.

12 B. Except as provided in Sections 22-24-4.3,  
13 22-24-5.4 and 22-24-5.6 NMSA 1978, the following provisions  
14 govern grant assistance from the fund [~~for a public school~~  
15 ~~capital outlay project not wholly funded pursuant to Section~~  
16 ~~22-24-4.1 NMSA 1978~~]:

17 (1) all school districts are eligible to apply  
18 for funding from the fund, regardless of percentage of  
19 indebtedness;

20 (2) priorities for funding shall be determined  
21 by using the statewide adequacy standards developed pursuant to  
22 Subsection C of this section; provided that:

23 (a) the council shall apply the  
24 standards to charter schools to the same extent that they are  
25 applied to other public schools;

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1                    (b) the council may award grants  
2                    annually to school districts for the purpose of repairing,  
3                    renovating or replacing public school building systems as  
4                    identified in Section 3 of this 2013 act;

5                    [~~(b)~~] (c) the council shall adopt and  
6                    apply adequacy standards appropriate to the unique needs of the  
7                    constitutional special schools; and

8                    [~~(e)~~] (d) in an emergency in which the  
9                    health or safety of students or school personnel is at  
10                   immediate risk or in which there is a threat of significant  
11                   property damage, the council may award grant assistance for a  
12                   project using criteria other than the statewide adequacy  
13                   standards;

14                   (3) the council shall establish criteria to be  
15                   used in public school capital outlay projects that receive  
16                   grant assistance pursuant to the Public School Capital Outlay  
17                   Act. In establishing the criteria, the council shall consider:

18                   (a) the feasibility of using design,  
19                   build and finance arrangements for public school capital outlay  
20                   projects;

21                   (b) the potential use of more durable  
22                   construction materials that may reduce long-term operating  
23                   costs;

24                   (c) concepts that promote efficient but  
25                   flexible utilization of space; and

1 (d) any other financing or construction  
2 concept that may maximize the dollar effect of the state grant  
3 assistance;

4 (4) no more than ten percent of the combined  
5 total of grants in a funding cycle shall be used for  
6 retrofitting existing facilities for technology infrastructure;

7 (5) except as provided in Paragraph (6), (8),  
8 (9) or (10) of this subsection, the state share of a project  
9 approved and ranked by the council shall be funded within  
10 available resources pursuant to the provisions of this  
11 paragraph. No later than May 1 of each calendar year, a value  
12 shall be calculated for each school district in accordance with  
13 the following procedure:

14 (a) the final prior year net taxable  
15 value for a school district divided by the MEM for that school  
16 district is calculated for each school district;

17 (b) the final prior year net taxable  
18 value for the whole state divided by the MEM for the state is  
19 calculated;

20 (c) excluding any school district for  
21 which the result calculated pursuant to Subparagraph (a) of  
22 this paragraph is more than twice the result calculated  
23 pursuant to Subparagraph (b) of this paragraph, the results  
24 calculated pursuant to Subparagraph (a) of this paragraph are  
25 listed from highest to lowest;

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1 (d) the lowest value listed pursuant to  
2 Subparagraph (c) of this paragraph is subtracted from the  
3 highest value listed pursuant to that subparagraph;

4 (e) the value calculated pursuant to  
5 Subparagraph (a) of this paragraph for the subject school  
6 district is subtracted from the highest value listed in  
7 Subparagraph (c) of this paragraph;

8 (f) the result calculated pursuant to  
9 Subparagraph (e) of this paragraph is divided by the result  
10 calculated pursuant to Subparagraph (d) of this paragraph;

11 (g) the sum of the property tax mill  
12 levies for the prior tax year imposed by each school district  
13 on residential property pursuant to Chapter 22, Article 18 NMSA  
14 1978, the Public School Capital Improvements Act, the Public  
15 School Buildings Act, the Education Technology Equipment Act  
16 and Paragraph (2) of Subsection B of Section 7-37-7 NMSA 1978  
17 is calculated for each school district;

18 (h) the lowest value calculated pursuant  
19 to Subparagraph (g) of this paragraph is subtracted from the  
20 highest value calculated pursuant to that subparagraph;

21 (i) the lowest value calculated pursuant  
22 to Subparagraph (g) of this paragraph is subtracted from the  
23 value calculated pursuant to that subparagraph for the subject  
24 school district;

25 (j) the value calculated pursuant to

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1 Subparagraph (i) of this paragraph is divided by the value  
2 calculated pursuant to Subparagraph (h) of this paragraph;

3 (k) if the value calculated for a  
4 subject school district pursuant to Subparagraph (j) of this  
5 paragraph is less than five-tenths, then, except as provided in  
6 Subparagraph (n) or (o) of this paragraph, the value for that  
7 school district equals the value calculated pursuant to  
8 Subparagraph (f) of this paragraph;

9 (l) if the value calculated for a  
10 subject school district pursuant to Subparagraph (j) of this  
11 paragraph is five-tenths or greater, then that value is  
12 multiplied by five-hundredths;

13 (m) if the value calculated for a  
14 subject school district pursuant to Subparagraph (j) of this  
15 paragraph is five-tenths or greater, then the value calculated  
16 pursuant to Subparagraph (l) of this paragraph is added to the  
17 value calculated pursuant to Subparagraph (f) of this  
18 paragraph. Except as provided in Subparagraph (n) or (o) of  
19 this paragraph, the sum equals the value for that school  
20 district;

21 (n) in those instances in which the  
22 calculation pursuant to Subparagraph (k) or (m) of this  
23 paragraph yields a value less than one-tenth, one-tenth shall  
24 be used as the value for the subject school district;

25 (o) in those instances in which the

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1 calculation pursuant to Subparagraph (k) or (m) of this  
2 paragraph yields a value greater than one, one shall be used as  
3 the value for the subject school district;

4 (p) except as provided in Section  
5 22-24-5.7 NMSA 1978 and except as adjusted pursuant to  
6 Paragraph (6), (8), (9) or (10) of this subsection, the amount  
7 to be distributed from the fund for an approved project shall  
8 equal the total project cost multiplied by a fraction the  
9 numerator of which is the value calculated for the subject  
10 school district in the current year plus the value calculated  
11 for that school district in each of the two preceding years and  
12 the denominator of which is three; and

13 (q) as used in this paragraph: 1) "MEM"  
14 means the average full-time-equivalent enrollment of students  
15 attending public school in a school district on the eightieth  
16 and one hundred twentieth days of the prior school year; 2)  
17 "total project cost" means the total amount necessary to  
18 complete the public school capital outlay project less any  
19 insurance reimbursement received by the school district for the  
20 project; and 3) in the case of a state-chartered charter school  
21 that has submitted an application for grant assistance pursuant  
22 to this section, the "value calculated for the subject school  
23 district" means the value calculated for the school district in  
24 which the state-chartered charter school is physically located;

25 (6) the amount calculated pursuant to

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1 Subparagraph (p) of Paragraph (5) of this subsection shall be  
2 reduced by the following procedure:

3 (a) the total of all legislative  
4 appropriations made after January 1, 2003 for nonoperating  
5 purposes either directly to the subject school district or to  
6 another governmental entity for the purpose of passing the  
7 money through directly to the subject school district, and not  
8 rejected by the subject school district, is calculated;  
9 provided that: 1) an appropriation made in a fiscal year shall  
10 be deemed to be accepted by a school district unless, prior to  
11 June 1 of that fiscal year, the school district notifies the  
12 department of finance and administration and the public  
13 education department that the school district is rejecting the  
14 appropriation; 2) the total shall exclude any educational  
15 technology appropriation made prior to January 1, 2005 unless  
16 the appropriation was on or after January 1, 2003 and not  
17 previously used to offset distributions pursuant to the  
18 Technology for Education Act; 3) the total shall exclude any  
19 appropriation previously made to the subject school district  
20 that is reauthorized for expenditure by another recipient;  
21 4) the total shall exclude one-half of the amount of any  
22 appropriation made or reauthorized after January 1, 2007 if the  
23 purpose of the appropriation or reauthorization is to fund, in  
24 whole or in part, a capital outlay project that, when  
25 prioritized by the council pursuant to this section either in

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1 the immediately preceding funding cycle or in the current  
2 funding cycle, ranked in the top one hundred fifty projects  
3 statewide; 5) the total shall exclude the proportionate share  
4 of any appropriation made or reauthorized after January 1, 2008  
5 for a capital project that will be jointly used by a  
6 governmental entity other than the subject school district.

7 Pursuant to criteria adopted by rule of the council and based  
8 upon the proposed use of the capital project, the council shall  
9 determine the proportionate share to be used by the  
10 governmental entity and excluded from the total; and 6) unless  
11 the grant award is made to the state-chartered charter school  
12 or unless the appropriation was previously used to calculate a  
13 reduction pursuant to this paragraph, the total shall exclude  
14 appropriations made after January 1, 2007 for nonoperating  
15 purposes of a specific state-chartered charter school,  
16 regardless of whether the charter school is a state-chartered  
17 charter school at the time of the appropriation or later opts  
18 to become a state-chartered charter school;

19 (b) the applicable fraction used for the  
20 subject school district and the current calendar year for the  
21 calculation in Subparagraph (p) of Paragraph (5) of this  
22 subsection is subtracted from one;

23 (c) the value calculated pursuant to  
24 Subparagraph (a) of this paragraph for the subject school  
25 district is multiplied by the amount calculated pursuant to

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1 Subparagraph (b) of this paragraph for that school district;

2 (d) the total amount of reductions for  
3 the subject school district previously made pursuant to  
4 Subparagraph (e) of this paragraph for other approved public  
5 school capital outlay projects is subtracted from the amount  
6 calculated pursuant to Subparagraph (c) of this paragraph; and

7 (e) the amount calculated pursuant to  
8 Subparagraph (p) of Paragraph (5) of this subsection shall be  
9 reduced by the amount calculated pursuant to Subparagraph (d)  
10 of this paragraph;

11 (7) as used in this subsection:

12 (a) "governmental entity" includes an  
13 Indian nation, tribe or pueblo; and

14 (b) "subject school district" means the  
15 school district that has submitted the application for funding  
16 and in which the approved public school capital outlay project  
17 will be located;

18 (8) the amount calculated pursuant to  
19 Subparagraph (p) of Paragraph (5) of this subsection, after any  
20 reduction pursuant to Paragraph (6) of this subsection, may be  
21 increased by an additional five percent if the council finds  
22 that the subject school district has been exemplary in  
23 implementing and maintaining a preventive maintenance program.  
24 The council shall adopt such rules as are necessary to  
25 implement the provisions of this paragraph;

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1 (9) the council may adjust the amount of local  
2 share otherwise required if it determines that a school  
3 district has used all of its local resources. Before making  
4 any adjustment to the local share, the council shall consider  
5 whether:

6 (a) the school district has insufficient  
7 bonding capacity over the next four years to provide the local  
8 match necessary to complete the project and, for all  
9 educational purposes, has a residential property tax rate of at  
10 least ten dollars (\$10.00) on each one thousand dollars  
11 (\$1,000) of taxable value, as measured by the sum of all rates  
12 imposed by resolution of the local school board plus rates set  
13 to pay interest and principal on outstanding school district  
14 general obligation bonds;

15 (b) the school district: 1) has fewer  
16 than an average of eight hundred full-time-equivalent students  
17 on the eightieth and one hundred twentieth days of the prior  
18 school year; 2) has at least seventy percent of its students  
19 eligible for free or reduced-fee lunch; 3) has a share of the  
20 total project cost, as calculated pursuant to provisions of  
21 this section, that would be greater than fifty percent; and 4)  
22 for all educational purposes, has a residential property tax  
23 rate of at least seven dollars (\$7.00) on each one thousand  
24 dollars (\$1,000) of taxable value, as measured by the sum of  
25 all rates imposed by resolution of the local school board plus

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1 rates set to pay interest and principal on outstanding school  
2 district general obligation bonds; or

3 (c) the school district: 1) has an  
4 enrollment growth rate over the previous school year of at  
5 least two and one-half percent; 2) pursuant to its five-year  
6 facilities plan, will be building a new school within the next  
7 two years; and 3) for all educational purposes, has a  
8 residential property tax rate of at least ten dollars (\$10.00)  
9 on each one thousand dollars (\$1,000) of taxable value, as  
10 measured by the sum of all rates imposed by resolution of the  
11 local school board plus rates set to pay interest and principal  
12 on outstanding school district general obligation bonds;

13 (10) the local match for the constitutional  
14 special schools shall be set at fifty percent for projects that  
15 qualify under the educational adequacy category and one hundred  
16 percent for projects that qualify in the support spaces  
17 category; provided that the council may adjust or waive the  
18 amount of any direct appropriation offset to or local share  
19 required for the constitutional special schools if an applicant  
20 constitutional special school has insufficient or no local  
21 resources available; and

22 (11) no application for grant assistance from  
23 the fund shall be approved unless the council determines that:

24 (a) the public school capital outlay  
25 project is needed and included in the school district's

1 five-year facilities plan among its top priorities;

2 (b) the school district has used its  
3 capital resources in a prudent manner;

4 (c) the school district has provided  
5 insurance for buildings of the school district in accordance  
6 with the provisions of Section 13-5-3 NMSA 1978;

7 (d) the school district has submitted a  
8 five-year facilities plan that includes: 1) enrollment  
9 projections; 2) a current preventive maintenance plan that has  
10 been approved by the council pursuant to Section 22-24-5.3 NMSA  
11 1978 and that is followed by each public school in the  
12 district; 3) the capital needs of charter schools located in  
13 the school district; and 4) projections for the facilities  
14 needed in order to maintain a full-day kindergarten program;

15 (e) the school district is willing and  
16 able to pay any portion of the total cost of the public school  
17 capital outlay project that, according to Paragraph (5), (6),  
18 (8) or (9) of this subsection, is not funded with grant  
19 assistance from the fund; provided that school district funds  
20 used for a project that was initiated after September 1, 2002  
21 when the statewide adequacy standards were adopted, but before  
22 September 1, 2004 when the standards were first used as the  
23 basis for determining the state and school district share of a  
24 project, may be applied to the school district portion required  
25 for that project;

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1 (f) the application includes the capital  
2 needs of any charter school located in the school district or  
3 the school district has shown that the facilities of the  
4 charter school have a smaller deviation from the statewide  
5 adequacy standards than other district facilities included in  
6 the application; and

7 (g) the school district has agreed, in  
8 writing, to comply with any reporting requirements or  
9 conditions imposed by the council pursuant to Section 22-24-5.1  
10 NMSA 1978.

11 C. After consulting with the public school capital  
12 outlay oversight task force and other experts, the council  
13 shall regularly review and update statewide adequacy standards  
14 applicable to all school districts. The standards shall  
15 establish the acceptable level for the physical condition and  
16 capacity of buildings, the educational suitability of  
17 facilities and the need for technological infrastructure.  
18 Except as otherwise provided in the Public School Capital  
19 Outlay Act, the amount of outstanding deviation from the  
20 standards shall be used by the council in evaluating and  
21 prioritizing public school capital outlay projects.

22 D. The acquisition of a facility by a school  
23 district or charter school pursuant to a financing agreement  
24 that provides for lease payments with an option to purchase for  
25 a price that is reduced according to lease payments made may be

1 considered a public school capital outlay project and eligible  
2 for grant assistance under this section pursuant to the  
3 following criteria:

4 (1) no grant shall be awarded unless the  
5 council determines that, at the time of exercising the option  
6 to purchase the facility by the school district or charter  
7 school, the facility will equal or exceed the statewide  
8 adequacy standards and the building standards for public school  
9 facilities;

10 (2) no grant shall be awarded unless the  
11 school district and the need for the facility meet all of the  
12 requirements for grant assistance pursuant to the Public School  
13 Capital Outlay Act;

14 (3) the total project cost shall equal the  
15 total payments that would be due under the agreement if the  
16 school district or charter school would eventually acquire  
17 title to the facility;

18 (4) the portion of the total project cost to  
19 be paid from the fund may be awarded as one grant, but  
20 disbursements from the fund shall be made from time to time as  
21 lease payments become due;

22 (5) the portion of the total project cost to  
23 be paid by the school district or charter school may be paid  
24 from time to time as lease payments become due; and

25 (6) neither a grant award nor any provision of



1 the Public School Capital Outlay Act creates a legal obligation  
2 for the school district or charter school to continue the lease  
3 from year to year or to purchase the facility.

4 E. In order to encourage private capital investment  
5 in the construction of public school facilities, the purchase  
6 of a privately owned school facility that is, at the time of  
7 application, in use by a school district may be considered a  
8 public school capital outlay project and eligible for grant  
9 assistance pursuant to this section if the council finds that:

10 (1) at the time of the initial use by the  
11 school district, the facility to be purchased equaled or  
12 exceeded the statewide adequacy standards and the building  
13 standards for public school facilities;

14 (2) at the time of application, attendance at  
15 the facility to be purchased is at seventy-five percent or  
16 greater of design capacity and the attendance at other schools  
17 in the school district that the students at the facility would  
18 otherwise attend is at eighty-five percent or greater of design  
19 capacity; and

20 (3) the school district and the capital outlay  
21 project meet all of the requirements for grant assistance  
22 pursuant to the Public School Capital Outlay Act; provided  
23 that, when determining the deviation from the statewide  
24 adequacy standards for the purposes of evaluating and  
25 prioritizing the project, the students using the facility shall

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1 be deemed to be attending other schools in the school district.

2 F. It is the intent of the legislature that grant  
3 assistance made pursuant to this section allows every school  
4 district to meet the standards developed pursuant to Subsection  
5 C of this section; provided, however, that nothing in the  
6 Public School Capital Outlay Act or the development of  
7 standards pursuant to that act prohibits a school district from  
8 using other funds available to the district to exceed the  
9 statewide adequacy standards.

10 G. Upon request, the council shall work with, and  
11 provide assistance and information to, the public school  
12 capital outlay oversight task force.

13 H. The council may establish committees or task  
14 forces, not necessarily consisting of council members, and may  
15 use the committees or task forces, as well as existing agencies  
16 or organizations, to conduct studies, conduct surveys, submit  
17 recommendations or otherwise contribute expertise from the  
18 public schools, programs, interest groups and segments of  
19 society most concerned with a particular aspect of the  
20 council's work.

21 I. Upon the recommendation of the public school  
22 facilities authority, the council shall develop building  
23 standards for public school facilities and shall promulgate  
24 other such rules as are necessary to carry out the provisions  
25 of the Public School Capital Outlay Act.

1 J. No later than December 15 of each year, the  
2 council shall prepare a report summarizing its activities  
3 during the previous fiscal year. The report shall describe in  
4 detail all projects funded, the progress of projects previously  
5 funded but not completed, the criteria used to prioritize and  
6 fund projects and all other council actions. The report shall  
7 be submitted to the public education commission, the governor,  
8 the legislative finance committee, the legislative education  
9 study committee and the legislature."

10 SECTION 5. Section 22-24-9 NMSA 1978 (being Laws 2003,  
11 Chapter 147, Section 1, as amended) is amended to read:

12 "22-24-9. PUBLIC SCHOOL FACILITIES AUTHORITY--  
13 CREATION--POWERS AND DUTIES.--

14 A. The "public school facilities authority" is  
15 created under the council. The authority shall be headed by a  
16 director, selected by the council, who shall be versed in  
17 construction, architecture or project management. The director  
18 may hire no more than two deputies with the approval of the  
19 council, and, subject to budgetary constraints set out in  
20 Subsection G of Section 22-24-4 NMSA 1978, shall employ or  
21 contract with such technical and administrative personnel as  
22 are necessary to carry out the provisions of this section. The  
23 director, deputies and all other employees of the authority  
24 shall be exempt from the provisions of the Personnel Act.

25 B. The authority shall:

.190438.4

- 1 (1) serve as staff to the council;
- 2 (2) as directed by the council, provide those
- 3 assistance and oversight functions required of the council by
- 4 Section 22-24-5.1 NMSA 1978;
- 5 (3) assist school districts with:
  - 6 (a) the development and implementation
  - 7 of five-year facilities plans and preventive maintenance plans;
  - 8 (b) procurement of architectural and
  - 9 engineering services;
  - 10 (c) management and oversight of
  - 11 construction activities; and
  - 12 (d) training programs;
- 13 (4) conduct ongoing reviews of five-year
- 14 facilities plans, preventive maintenance plans and performance
- 15 pursuant to those plans;
- 16 (5) as directed by the council, assist school
- 17 districts in analyzing and assessing their space utilization
- 18 options;
- 19 (6) ensure that public school capital outlay
- 20 projects are in compliance with applicable building codes;
- 21 (7) conduct on-site inspections as necessary
- 22 to ensure that the construction specifications are being met
- 23 and periodically inspect all of the documents related to
- 24 projects;
- 25 (8) require the use of standardized

1 construction documents and the use of a standardized process  
2 for change orders;

3 (9) have access to the premises of a project  
4 and any documentation relating to the project;

5 (10) after consulting with the department,  
6 recommend building standards for public school facilities to  
7 the council and ensure compliance with building standards  
8 adopted by the council;

9 (11) notwithstanding the provisions of  
10 Subsection D of Section 22-24-6 NMSA 1978, account for all  
11 distributions of grant assistance from the fund for which the  
12 initial award was made after July 1, 2004, and make annual  
13 reports to the department, the governor, the legislative  
14 education study committee, the legislative finance committee  
15 and the legislature;

16 (12) maintain a database of the condition of  
17 school facilities and maintenance schedules; and

18 (13) as a central purchasing office pursuant  
19 to the Procurement Code and as directed by the council, select  
20 contractors and enter into and administer contracts for certain  
21 emergency projects funded pursuant to Subparagraph (b) of  
22 Paragraph (2) of Subsection B of Section 22-24-5 NMSA 1978 [and

23 ~~(14) ensure that outstanding deficiencies are~~  
24 ~~corrected pursuant to Section 22-24-4.1 NMSA 1978. In the~~  
25 ~~performance of this duty, the authority:~~

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1                   ~~(a) shall work with school districts to~~  
2                   ~~validate the assessment of the outstanding deficiencies and the~~  
3                   ~~projected costs to correct the deficiencies;~~

4                   ~~(b) shall work with school districts to~~  
5                   ~~provide direct oversight of the management and construction of~~  
6                   ~~the projects that will correct the outstanding deficiencies;~~

7                   ~~(c) shall oversee all aspects of the~~  
8                   ~~contracts entered into by the council to correct the~~  
9                   ~~outstanding deficiencies;~~

10                  ~~(d) may conduct on-site inspections~~  
11                  ~~while the deficiencies correction work is being done to ensure~~  
12                  ~~that the construction specifications are being met and may~~  
13                  ~~periodically inspect all of the documents relating to the~~  
14                  ~~projects;~~

15                  ~~(e) may require the use of standardized~~  
16                  ~~construction documents and the use of a standardized process~~  
17                  ~~for change orders;~~

18                  ~~(f) may access the premises of a project~~  
19                  ~~and any documentation relating to the project; and~~

20                  ~~(g) shall maintain, track and account~~  
21                  ~~for deficiency correction projects separately from other~~  
22                  ~~capital outlay projects funded pursuant to the Public School~~  
23                  ~~Capital Outlay Act].~~

24                  C. All actions taken by the authority shall be  
25                  consistent with educational programs conducted pursuant to the

1 Public School Code. In the event of any potential or perceived  
2 conflict between a proposed action of the authority and an  
3 educational program, the authority shall consult with the  
4 secretary.

5 D. A school district, aggrieved by a decision or  
6 recommendation of the authority, may appeal the matter to the  
7 council by filing a notice of appeal with the council within  
8 thirty days of the authority's decision or recommendation.

9 Upon filing of the notice:

10 (1) the decision or recommendation of the  
11 authority shall be suspended until the matter is decided by the  
12 council;

13 (2) the council shall hear the matter at its  
14 next regularly scheduled hearing or at a special hearing called  
15 by the chair for that purpose;

16 (3) at the hearing, the school district, the  
17 authority and other interested parties may make informal  
18 presentations to the council; and

19 (4) the council shall finally decide the  
20 matter within ten days after the hearing."

21 SECTION 6. REPEAL.--Section 22-24-4.1 NMSA 1978 (being  
22 Laws 2001, Chapter 338, Section 6, as amended) is repealed.

23 SECTION 7. EFFECTIVE DATE.--The effective date of the  
24 provisions of this act is July 1, 2013.

BILL

**51ST LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2013**

INTRODUCED BY

DISCUSSION DRAFT

FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

AN ACT

RELATING TO PUBLIC SCHOOL FACILITIES; AMENDING THE PUBLIC  
SCHOOL CAPITAL OUTLAY ACT TO ALLOW THE PUBLIC SCHOOL CAPITAL  
OUTLAY COUNCIL TO DETERMINE WHETHER A SCHOOL DISTRICT SHOULD BE  
ELIGIBLE FOR A WAIVER OF ITS REQUIRED FUNDING MATCH.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

**SECTION 1.** Section 22-24-5 NMSA 1978 (being Laws 1975,  
Chapter 235, Section 5, as amended) is amended to read:

"22-24-5. PUBLIC SCHOOL CAPITAL OUTLAY PROJECTS--  
APPLICATION--GRANT ASSISTANCE.--

A. Applications for grant assistance, approval of  
applications, prioritization of projects and grant awards shall  
be conducted pursuant to the provisions of this section.

B. Except as provided in Sections 22-24-4.3,  
22-24-5.4 and 22-24-5.6 NMSA 1978, the following provisions

.190439.5



1 govern grant assistance from the fund for a public school  
2 capital outlay project not wholly funded pursuant to  
3 Section 22-24-4.1 NMSA 1978:

4 (1) all school districts are eligible to apply  
5 for funding from the fund, regardless of percentage of  
6 indebtedness;

7 (2) priorities for funding shall be determined  
8 by using the statewide adequacy standards developed pursuant to  
9 Subsection C of this section; provided that:

10 (a) the council shall apply the  
11 standards to charter schools to the same extent that they are  
12 applied to other public schools;

13 (b) the council shall adopt and apply  
14 adequacy standards appropriate to the unique needs of the  
15 constitutional special schools; and

16 (c) in an emergency in which the health  
17 or safety of students or school personnel is at immediate risk  
18 or in which there is a threat of significant property damage,  
19 the council may award grant assistance for a project using  
20 criteria other than the statewide adequacy standards;

21 (3) the council shall establish criteria to be  
22 used in public school capital outlay projects that receive  
23 grant assistance pursuant to the Public School Capital Outlay  
24 Act. In establishing the criteria, the council shall consider:

25 (a) the feasibility of using design,

1 build and finance arrangements for public school capital outlay  
2 projects;

3 (b) the potential use of more durable  
4 construction materials that may reduce long-term operating  
5 costs;

6 (c) concepts that promote efficient but  
7 flexible utilization of space; and

8 (d) any other financing or construction  
9 concept that may maximize the dollar effect of the state grant  
10 assistance;

11 (4) no more than ten percent of the combined  
12 total of grants in a funding cycle shall be used for  
13 retrofitting existing facilities for technology infrastructure;

14 (5) except as provided in Paragraph (6), (8),  
15 (9) or (10) of this subsection, the state share of a project  
16 approved and ranked by the council shall be funded within  
17 available resources pursuant to the provisions of this  
18 paragraph. No later than May 1 of each calendar year, a value  
19 shall be calculated for each school district in accordance with  
20 the following procedure:

21 (a) the final prior year net taxable  
22 value for a school district divided by the MEM for that school  
23 district is calculated for each school district;

24 (b) the final prior year net taxable  
25 value for the whole state divided by the MEM for the state is

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1     calculated;

2                   (c)   excluding any school district for  
3     which the result calculated pursuant to Subparagraph (a) of  
4     this paragraph is more than twice the result calculated  
5     pursuant to Subparagraph (b) of this paragraph, the results  
6     calculated pursuant to Subparagraph (a) of this paragraph are  
7     listed from highest to lowest;

8                   (d)   the lowest value listed pursuant to  
9     Subparagraph (c) of this paragraph is subtracted from the  
10    highest value listed pursuant to that subparagraph;

11                   (e)   the value calculated pursuant to  
12    Subparagraph (a) of this paragraph for the subject school  
13    district is subtracted from the highest value listed in  
14    Subparagraph (c) of this paragraph;

15                   (f)   the result calculated pursuant to  
16    Subparagraph (e) of this paragraph is divided by the result  
17    calculated pursuant to Subparagraph (d) of this paragraph;

18                   (g)   the sum of the property tax mill  
19    levies for the prior tax year imposed by each school district  
20    on residential property pursuant to Chapter 22, Article 18 NMSA  
21    1978, the Public School Capital Improvements Act, the Public  
22    School Buildings Act, the Education Technology Equipment Act  
23    and Paragraph (2) of Subsection B of Section 7-37-7 NMSA 1978  
24    is calculated for each school district;

25                   (h)   the lowest value calculated pursuant

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1 to Subparagraph (g) of this paragraph is subtracted from the  
2 highest value calculated pursuant to that subparagraph;

3 (i) the lowest value calculated pursuant  
4 to Subparagraph (g) of this paragraph is subtracted from the  
5 value calculated pursuant to that subparagraph for the subject  
6 school district;

7 (j) the value calculated pursuant to  
8 Subparagraph (i) of this paragraph is divided by the value  
9 calculated pursuant to Subparagraph (h) of this paragraph;

10 (k) if the value calculated for a  
11 subject school district pursuant to Subparagraph (j) of this  
12 paragraph is less than five-tenths, then, except as provided in  
13 Subparagraph (n) or (o) of this paragraph, the value for that  
14 school district equals the value calculated pursuant to  
15 Subparagraph (f) of this paragraph;

16 (l) if the value calculated for a  
17 subject school district pursuant to Subparagraph (j) of this  
18 paragraph is five-tenths or greater, then that value is  
19 multiplied by five-hundredths;

20 (m) if the value calculated for a  
21 subject school district pursuant to Subparagraph (j) of this  
22 paragraph is five-tenths or greater, then the value calculated  
23 pursuant to Subparagraph (l) of this paragraph is added to the  
24 value calculated pursuant to Subparagraph (f) of this  
25 paragraph. Except as provided in Subparagraph (n) or (o) of

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1 this paragraph, the sum equals the value for that school  
2 district;

3 (n) in those instances in which the  
4 calculation pursuant to Subparagraph (k) or (m) of this  
5 paragraph yields a value less than one-tenth, one-tenth shall  
6 be used as the value for the subject school district;

7 (o) in those instances in which the  
8 calculation pursuant to Subparagraph (k) or (m) of this  
9 paragraph yields a value greater than one, one shall be used as  
10 the value for the subject school district;

11 (p) except as provided in Section  
12 22-24-5.7 NMSA 1978 and except as adjusted pursuant to  
13 Paragraph (6), (8), (9) or (10) of this subsection, the amount  
14 to be distributed from the fund for an approved project shall  
15 equal the total project cost multiplied by a fraction the  
16 numerator of which is the value calculated for the subject  
17 school district in the current year plus the value calculated  
18 for that school district in each of the two preceding years and  
19 the denominator of which is three; and

20 (q) as used in this paragraph: 1) "MEM"  
21 means the average full-time-equivalent enrollment of students  
22 attending public school in a school district on the eightieth  
23 and one hundred twentieth days of the prior school year; 2)  
24 "total project cost" means the total amount necessary to  
25 complete the public school capital outlay project less any

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1 insurance reimbursement received by the school district for the  
2 project; and 3) in the case of a state-chartered charter school  
3 that has submitted an application for grant assistance pursuant  
4 to this section, the "value calculated for the subject school  
5 district" means the value calculated for the school district in  
6 which the state-chartered charter school is physically located;

7 (6) the amount calculated pursuant to  
8 Subparagraph (p) of Paragraph (5) of this subsection shall be  
9 reduced by the following procedure:

10 (a) the total of all legislative  
11 appropriations made after January 1, 2003 for nonoperating  
12 purposes either directly to the subject school district or to  
13 another governmental entity for the purpose of passing the  
14 money through directly to the subject school district, and not  
15 rejected by the subject school district, is calculated;  
16 provided that: 1) an appropriation made in a fiscal year shall  
17 be deemed to be accepted by a school district unless, prior to  
18 June 1 of that fiscal year, the school district notifies the  
19 department of finance and administration and the public  
20 education department that the district is rejecting the  
21 appropriation; 2) the total shall exclude any educational  
22 technology appropriation made prior to January 1, 2005 unless  
23 the appropriation was on or after January 1, 2003 and not  
24 previously used to offset distributions pursuant to the  
25 Technology for Education Act; 3) the total shall exclude any

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1 appropriation previously made to the subject school district  
2 that is reauthorized for expenditure by another recipient;  
3 4) the total shall exclude one-half of the amount of any  
4 appropriation made or reauthorized after January 1, 2007 if the  
5 purpose of the appropriation or reauthorization is to fund, in  
6 whole or in part, a capital outlay project that, when  
7 prioritized by the council pursuant to this section either in  
8 the immediately preceding funding cycle or in the current  
9 funding cycle, ranked in the top one hundred fifty projects  
10 statewide; 5) the total shall exclude the proportionate share  
11 of any appropriation made or reauthorized after January 1, 2008  
12 for a capital project that will be jointly used by a  
13 governmental entity other than the subject school district.  
14 Pursuant to criteria adopted by rule of the council and based  
15 upon the proposed use of the capital project, the council shall  
16 determine the proportionate share to be used by the  
17 governmental entity and excluded from the total; and 6) unless  
18 the grant award is made to the state-chartered charter school  
19 or unless the appropriation was previously used to calculate a  
20 reduction pursuant to this paragraph, the total shall exclude  
21 appropriations made after January 1, 2007 for nonoperating  
22 purposes of a specific state-chartered charter school,  
23 regardless of whether the charter school is a state-chartered  
24 charter school at the time of the appropriation or later opts  
25 to become a state-chartered charter school;

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1 (b) the applicable fraction used for the  
2 subject school district and the current calendar year for the  
3 calculation in Subparagraph (p) of Paragraph (5) of this  
4 subsection is subtracted from one;

5 (c) the value calculated pursuant to  
6 Subparagraph (a) of this paragraph for the subject school  
7 district is multiplied by the amount calculated pursuant to  
8 Subparagraph (b) of this paragraph for that school district;

9 (d) the total amount of reductions for  
10 the subject school district previously made pursuant to  
11 Subparagraph (e) of this paragraph for other approved public  
12 school capital outlay projects is subtracted from the amount  
13 calculated pursuant to Subparagraph (c) of this paragraph; and

14 (e) the amount calculated pursuant to  
15 Subparagraph (p) of Paragraph (5) of this subsection shall be  
16 reduced by the amount calculated pursuant to Subparagraph (d)  
17 of this paragraph;

18 (7) as used in this subsection:

19 (a) "governmental entity" includes an  
20 Indian nation, tribe or pueblo; and

21 (b) "subject school district" means the  
22 school district that has submitted the application for funding  
23 and in which the approved public school capital outlay project  
24 will be located;

25 (8) the amount calculated pursuant to

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1 Subparagraph (p) of Paragraph (5) of this subsection, after any  
2 reduction pursuant to Paragraph (6) of this subsection, may be  
3 increased by an additional five percent if the council finds  
4 that the subject school district has been exemplary in  
5 implementing and maintaining a preventive maintenance program.  
6 The council shall adopt such rules as are necessary to  
7 implement the provisions of this paragraph;

8 (9) the council may adjust the amount of local  
9 share otherwise required if it determines that a school  
10 district has ~~[used]~~ made a good-faith effort to use all of its  
11 local resources. Before making any adjustment to the local  
12 share, the council ~~[shall]~~ may consider whether:

13 (a) the school district: 1) has fewer  
14 than an average of eight hundred full-time-equivalent students  
15 on the eightieth and two hundred twentieth days of the prior  
16 school year; 2) has insufficient bonding capacity over the next  
17 four years to provide the local match necessary to complete the  
18 project; and 3) for all educational purposes, has a residential  
19 property tax rate of at least ten dollars (\$10.00) on each one  
20 thousand dollars (\$1,000) of taxable value, as measured by the  
21 sum of all rates imposed by resolution of the local school  
22 board plus rates set to pay interest and principal on  
23 outstanding school district general obligation bonds;

24 (b) the school district: 1) has fewer  
25 than an average of eight hundred full-time-equivalent students

1 on the eightieth and one hundred twentieth days of the prior  
2 school year; 2) has at least seventy percent of its students  
3 eligible for free or reduced-fee lunch; 3) has a share of the  
4 total project cost, as calculated pursuant to provisions of  
5 this section, that would be greater than fifty percent; and 4)  
6 for all educational purposes, has a residential property tax  
7 rate of at least seven dollars (\$7.00) on each one thousand  
8 dollars (\$1,000) of taxable value, as measured by the sum of  
9 all rates imposed by resolution of the local school board plus  
10 rates set to pay interest and principal on outstanding school  
11 district general obligation bonds; or

12 (c) the school district: 1) has an  
13 enrollment growth rate over the previous school year of at  
14 least two and one-half percent; 2) pursuant to its five-year  
15 facilities plan, will be building a new school within the next  
16 two years; and 3) for all educational purposes, has a  
17 residential property tax rate of at least ten dollars (\$10.00)  
18 on each one thousand dollars (\$1,000) of taxable value, as  
19 measured by the sum of all rates imposed by resolution of the  
20 local school board plus rates set to pay interest and principal  
21 on outstanding school district general obligation bonds;

22 (10) the local match for the constitutional  
23 special schools shall be set at fifty percent for projects that  
24 qualify under the educational adequacy category and one hundred  
25 percent for projects that qualify in the support spaces

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1 category; provided that the council may adjust or waive the  
2 amount of any direct appropriation offset to or local share  
3 required for the constitutional special schools if an applicant  
4 constitutional special school has insufficient or no local  
5 resources available; and

6 (11) no application for grant assistance from  
7 the fund shall be approved unless the council determines that:

8 (a) the public school capital outlay  
9 project is needed and included in the school district's  
10 five-year facilities plan among its top priorities;

11 (b) the school district has used its  
12 capital resources in a prudent manner;

13 (c) the school district has provided  
14 insurance for buildings of the school district in accordance  
15 with the provisions of Section 13-5-3 NMSA 1978;

16 (d) the school district has submitted a  
17 five-year facilities plan that includes: 1) enrollment  
18 projections; 2) a current preventive maintenance plan that has  
19 been approved by the council pursuant to Section 22-24-5.3 NMSA  
20 1978 and that is followed by each public school in the  
21 district; 3) the capital needs of charter schools located in  
22 the school district; and 4) projections for the facilities  
23 needed in order to maintain a full-day kindergarten program;

24 (e) the school district is willing and  
25 able to pay any portion of the total cost of the public school

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1 capital outlay project that, according to Paragraph (5), (6),  
2 (8) or (9) of this subsection, is not funded with grant  
3 assistance from the fund; provided that school district funds  
4 used for a project that was initiated after September 1, 2002  
5 when the statewide adequacy standards were adopted, but before  
6 September 1, 2004 when the standards were first used as the  
7 basis for determining the state and school district share of a  
8 project, may be applied to the school district portion required  
9 for that project;

10 (f) the application includes the capital  
11 needs of any charter school located in the school district or  
12 the school district has shown that the facilities of the  
13 charter school have a smaller deviation from the statewide  
14 adequacy standards than other district facilities included in  
15 the application; and

16 (g) the school district has agreed, in  
17 writing, to comply with any reporting requirements or  
18 conditions imposed by the council pursuant to Section 22-24-5.1  
19 NMSA 1978.

20 C. After consulting with the public school capital  
21 outlay oversight task force and other experts, the council  
22 shall regularly review and update statewide adequacy standards  
23 applicable to all school districts. The standards shall  
24 establish the acceptable level for the physical condition and  
25 capacity of buildings, the educational suitability of

1 facilities and the need for technological infrastructure.

2 Except as otherwise provided in the Public School Capital  
3 Outlay Act, the amount of outstanding deviation from the  
4 standards shall be used by the council in evaluating and  
5 prioritizing public school capital outlay projects.

6 D. The acquisition of a facility by a school  
7 district or charter school pursuant to a financing agreement  
8 that provides for lease payments with an option to purchase for  
9 a price that is reduced according to lease payments made may be  
10 considered a public school capital outlay project and eligible  
11 for grant assistance under this section pursuant to the  
12 following criteria:

13 (1) no grant shall be awarded unless the  
14 council determines that, at the time of exercising the option  
15 to purchase the facility by the school district or charter  
16 school, the facility will equal or exceed the statewide  
17 adequacy standards and the building standards for public school  
18 facilities;

19 (2) no grant shall be awarded unless the  
20 school district and the need for the facility meet all of the  
21 requirements for grant assistance pursuant to the Public School  
22 Capital Outlay Act;

23 (3) the total project cost shall equal the  
24 total payments that would be due under the agreement if the  
25 school district or charter school would eventually acquire

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1 title to the facility;

2 (4) the portion of the total project cost to  
3 be paid from the fund may be awarded as one grant, but  
4 disbursements from the fund shall be made from time to time as  
5 lease payments become due;

6 (5) the portion of the total project cost to  
7 be paid by the school district or charter school may be paid  
8 from time to time as lease payments become due; and

9 (6) neither a grant award nor any provision of  
10 the Public School Capital Outlay Act creates a legal obligation  
11 for the school district or charter school to continue the lease  
12 from year to year or to purchase the facility.

13 E. In order to encourage private capital investment  
14 in the construction of public school facilities, the purchase  
15 of a privately owned school facility that is, at the time of  
16 application, in use by a school district may be considered a  
17 public school capital outlay project and eligible for grant  
18 assistance pursuant to this section if the council finds that:

19 (1) at the time of the initial use by the  
20 school district, the facility to be purchased equaled or  
21 exceeded the statewide adequacy standards and the building  
22 standards for public school facilities;

23 (2) at the time of application, attendance at  
24 the facility to be purchased is at seventy-five percent or  
25 greater of design capacity and the attendance at other schools

.190439.5

1 in the school district that the students at the facility would  
2 otherwise attend is at eighty-five percent or greater of design  
3 capacity; and

4 (3) the school district and the capital outlay  
5 project meet all of the requirements for grant assistance  
6 pursuant to the Public School Capital Outlay Act; provided  
7 that, when determining the deviation from the statewide  
8 adequacy standards for the purposes of evaluating and  
9 prioritizing the project, the students using the facility shall  
10 be deemed to be attending other schools in the school district.

11 F. It is the intent of the legislature that grant  
12 assistance made pursuant to this section allows every school  
13 district to meet the standards developed pursuant to Subsection  
14 C of this section; provided, however, that nothing in the  
15 Public School Capital Outlay Act or the development of  
16 standards pursuant to that act prohibits a school district from  
17 using other funds available to the district to exceed the  
18 statewide adequacy standards.

19 G. Upon request, the council shall work with, and  
20 provide assistance and information to, the public school  
21 capital outlay oversight task force.

22 H. The council may establish committees or task  
23 forces, not necessarily consisting of council members, and may  
24 use the committees or task forces, as well as existing agencies  
25 or organizations, to conduct studies, conduct surveys, submit

1 recommendations or otherwise contribute expertise from the  
2 public schools, programs, interest groups and segments of  
3 society most concerned with a particular aspect of the  
4 council's work.

5 I. Upon the recommendation of the public school  
6 facilities authority, the council shall develop building  
7 standards for public school facilities and shall promulgate  
8 other such rules as are necessary to carry out the provisions  
9 of the Public School Capital Outlay Act.

10 J. No later than December 15 of each year, the  
11 council shall prepare a report summarizing its activities  
12 during the previous fiscal year. The report shall describe in  
13 detail all projects funded, the progress of projects previously  
14 funded but not completed, the criteria used to prioritize and  
15 fund projects and all other council actions. The report shall  
16 be submitted to the public education commission, the governor,  
17 the legislative finance committee, the legislative education  
18 study committee and the legislature."

19 - 17 -  
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### **System renewal program**

The PSCOC currently provides Standards Based Roofing Awards based on their roofing condition index in order to avoid the consequential costs of failed roofs. It replaces a certain facility system to extend the life of the whole facility. The current Standards Based Roofing Awards will stay in place through FY15 and continue to be a viable program.

Similarly, this scenario contemplates introducing an expanded “systems renewal” program that would supplement the current standards based program. This systems renewal program will allow the PSCOC and Districts more flexibility in project scoping and funding and still maximizes the Return on Investment (ROI) of expenditures.

This systems renewal program will have a positive effect on preventive maintenance program by easing the increased labor and costs caused by deferred maintenance.

#### ***How would the “Systems Renewal” program work?***

1. This program would include funding consideration for “systems renewal” in schools that have a minimum wNMCI of 45% for school to qualify.
2. Upon district application, PSFA would analyze projects for feasibility using on site observation as well as analyzing specific line item deficiencies that have triggered the 45% wNMCI ranking in the facilities assessment database (FAD).
3. The cost of renewal will be justified from a ROI analysis. The investment cost (systems renewal project cost) must be less than or equal to the cost of the improvement, plus the reduction of operation cost, plus the educational benefit.
4. The post project wNMCI must be less than the current wNMCI divided by 1.5.

Adjacent building systems associated to the high value systems (see below) should be considered when developing a systems renewal project provided they are justified from a ROI standpoint. If a “system” has reached its expected life, even though it is functioning at the time, consideration of continued life expectancy for that “system” should be reviewed to determine whether or not it should be included in the proposed repair/replacement project.

### ***High Value Systems***

Examples of facility systems that PSFA have identified as having the greatest impact to schools ranking due to their specific improvement to the actual learning environments are:

- ROOFS
- HVAC
- CLASSROOM LIGHTING AND BRANCH CIRCUITS
- EXTERIOR DOORS & WINDOWS
- SITE DRAINAGE

### ***Scenarios and Impacts***

- This systems renewal program will provide an opportunity for districts to “right size” a project to their fiscal resources and address deficiencies that would have the greatest impact on the learning environment.
- Systems Renewal can add 10-20 years to a school facility’s useful life.
- Systems Renewal will have a positive impact on deferred maintenance backlog.

BILL

**51ST LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2013**

INTRODUCED BY

DISCUSSION DRAFT

FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

AN ACT

RELATING TO PUBLIC SCHOOL CAPITAL OUTLAY LEASE PAYMENTS; MAKING  
OPTIONAL THE ADJUSTMENT FOR LEASE PAYMENTS BASED UPON THE  
CONSUMER PRICE INDEX.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

**SECTION 1.** Section 22-24-4 NMSA 1978 (being Laws 1975,  
Chapter 235, Section 4, as amended) is amended to read:

"22-24-4. PUBLIC SCHOOL CAPITAL OUTLAY FUND CREATED--  
USE.--

A. The "public school capital outlay fund" is  
created. Balances remaining in the fund at the end of each  
fiscal year shall not revert.

B. Except as provided in Subsections G and I  
through L of this section, money in the fund may be used only  
for capital expenditures deemed necessary by the council for an

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1 adequate educational program.

2 C. The council may authorize the purchase by the  
3 public school facilities authority of portable classrooms to be  
4 loaned to school districts to meet a temporary requirement.  
5 Payment for these purchases shall be made from the fund. Title  
6 to and custody of the portable classrooms shall rest in the  
7 public school facilities authority. The council shall  
8 authorize the lending of the portable classrooms to school  
9 districts upon request and upon finding that sufficient need  
10 exists. Application for use or return of state-owned portable  
11 classroom buildings shall be submitted by school districts to  
12 the council. Expenses of maintenance of the portable  
13 classrooms while in the custody of the public school facilities  
14 authority shall be paid from the fund; expenses of maintenance  
15 and insurance of the portable classrooms while in the custody  
16 of a school district shall be the responsibility of the school  
17 district. The council may authorize the permanent disposition  
18 of the portable classrooms by the public school facilities  
19 authority with prior approval of the state board of finance.

20 D. Applications for assistance from the fund shall  
21 be made by school districts to the council in accordance with  
22 requirements of the council. Except as provided in Subsection  
23 K of this section, the council shall require as a condition of  
24 application that a school district have a current five-year  
25 facilities plan, which shall include a current preventive

1 maintenance plan to which the school adheres for each public  
2 school in the school district.

3 E. The council shall review all requests for  
4 assistance from the fund and shall allocate funds only for  
5 those capital outlay projects that meet the criteria of the  
6 Public School Capital Outlay Act.

7 F. Money in the fund shall be disbursed by warrant  
8 of the department of finance and administration on vouchers  
9 signed by the secretary of finance and administration following  
10 certification by the council that an application has been  
11 approved or an expenditure has been ordered by a court pursuant  
12 to Section 22-24-5.4 NMSA 1978. At the discretion of the  
13 council, money for a project shall be distributed as follows:

14 (1) up to ten percent of the portion of the  
15 project cost funded with distributions from the fund or five  
16 percent of the total project cost, whichever is greater, may be  
17 paid to the school district before work commences with the  
18 balance of the grant award made on a cost-reimbursement basis;  
19 or

20 (2) the council may authorize payments  
21 directly to the contractor.

22 G. Balances in the fund may be annually  
23 appropriated for the core administrative functions of the  
24 public school facilities authority pursuant to the Public  
25 School Capital Outlay Act, and, in addition, balances in the

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1 fund may be expended by the public school facilities authority,  
2 upon approval of the council, for project management expenses;  
3 provided that:

4 (1) the total annual expenditures from the  
5 fund for the core administrative functions pursuant to this  
6 subsection shall not exceed five percent of the average annual  
7 grant assistance authorized from the fund during the three  
8 previous fiscal years; and

9 (2) any unexpended or unencumbered balance  
10 remaining at the end of a fiscal year from the expenditures  
11 authorized in this subsection shall revert to the fund.

12 H. Up to ten million dollars (\$10,000,000) of the  
13 fund may be allocated annually by the council for expenditure  
14 in fiscal years 2010 through 2015 for a roof repair and  
15 replacement initiative with projects to be identified by the  
16 council pursuant to Section 22-24-4.3 NMSA 1978; provided that  
17 money allocated pursuant to this subsection shall be expended  
18 within two years of the allocation.

19 I. The fund may be expended annually by the council  
20 for grants to school districts for the purpose of making lease  
21 payments for classroom facilities, including facilities leased  
22 by charter schools. The grants shall be made upon application  
23 by the school districts and pursuant to rules adopted by the  
24 council; provided that an application on behalf of a charter  
25 school shall be made by the school district, but, if the school

1 district fails to make an application on behalf of a charter  
2 school, the charter school may submit its own application. The  
3 following criteria shall apply to the grants:

4 (1) the amount of a grant to a school district  
5 shall not exceed:

6 (a) the actual annual lease payments  
7 owed for leasing classroom space for schools, including charter  
8 schools, in the district; or

9 (b) seven hundred dollars (\$700)  
10 multiplied by the number of MEM using the leased classroom  
11 facilities; provided that ~~[in fiscal year 2009 and in each~~  
12 ~~subsequent fiscal year]~~ this amount ~~[shall]~~ may be adjusted by  
13 the percentage change between the penultimate calendar year and  
14 the immediately preceding calendar year of the consumer price  
15 index for the United States, all items, as published by the  
16 United States department of labor;

17 (2) a grant received for the lease payments of  
18 a charter school may be used by that charter school as a state  
19 match necessary to obtain federal grants pursuant to the  
20 federal No Child Left Behind Act of 2001;

21 (3) at the end of each fiscal year, any  
22 unexpended or unencumbered balance of the appropriation shall  
23 revert to the fund;

24 (4) no grant shall be made for lease payments  
25 due pursuant to a financing agreement under which the

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1 facilities may be purchased for a price that is reduced  
2 according to the lease payments made unless:

3 (a) the agreement has been approved  
4 pursuant to the provisions of the Public School Lease Purchase  
5 Act; and

6 (b) the facilities are leased by a  
7 charter school;

8 (5) if the lease payments are made pursuant to  
9 a financing agreement under which the facilities may be  
10 purchased for a price that is reduced according to the lease  
11 payments made, neither a grant nor any provision of the Public  
12 School Capital Outlay Act creates a legal obligation for the  
13 school district or charter school to continue the lease from  
14 year to year or to purchase the facilities nor does it create a  
15 legal obligation for the state to make subsequent grants  
16 pursuant to the provisions of this subsection; and

17 (6) as used in this subsection:

18 (a) "MEM" means: 1) the average  
19 full-time-equivalent enrollment using leased classroom  
20 facilities on the eightieth and one hundred twentieth days of  
21 the prior school year; or 2) in the case of an approved charter  
22 school that has not commenced classroom instruction, the  
23 estimated full-time-equivalent enrollment that will use leased  
24 classroom facilities in the first year of instruction, as shown  
25 in the approved charter school application; provided that,

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1 after the eightieth day of the school year, the MEM shall be  
2 adjusted to reflect the full-time-equivalent enrollment on that  
3 date; and

4 (b) "classroom facilities" or "classroom  
5 space" includes the space needed, as determined by the minimum  
6 required under the statewide adequacy standards, for the direct  
7 administration of school activities.

8 J. In addition to other authorized expenditures  
9 from the fund, up to one percent of the average grant  
10 assistance authorized from the fund during the three previous  
11 fiscal years may be expended in each fiscal year by the public  
12 school facilities authority to pay the state fire marshal, the  
13 construction industries division of the regulation and  
14 licensing department and local jurisdictions having authority  
15 from the state to permit and inspect projects for expenditures  
16 made to permit and inspect projects funded in whole or in part  
17 under the Public School Capital Outlay Act. The authority may  
18 enter into contracts with the state fire marshal, the  
19 construction industries division or the appropriate local  
20 authorities to carry out the provisions of this subsection.  
21 Such a contract may provide for initial estimated payments from  
22 the fund prior to the expenditures if the contract also  
23 provides for additional payments from the fund if the actual  
24 expenditures exceed the initial payments and for repayments  
25 back to the fund if the initial payments exceed the actual

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1 expenditures. Money distributed from the fund to the state  
2 fire marshal or the construction industries division pursuant  
3 to this subsection shall be used to supplement, rather than  
4 supplant, appropriations to those entities.

5 K. Pursuant to guidelines established by the  
6 council, allocations from the fund may be made to assist school  
7 districts in developing and updating five-year facilities plans  
8 required by the Public School Capital Outlay Act; provided  
9 that:

10 (1) no allocation shall be made unless the  
11 council determines that the school district is willing and able  
12 to pay the portion of the total cost of developing or updating  
13 the plan that is not funded with the allocation from the fund.  
14 Except as provided in Paragraph (2) of this subsection, the  
15 portion of the total cost to be paid with the allocation from  
16 the fund shall be determined pursuant to the methodology in  
17 Paragraph (5) of Subsection B of Section 22-24-5 NMSA 1978; or

18 (2) the allocation from the fund may be used  
19 to pay the total cost of developing or updating the plan if:

20 (a) the school district has fewer than  
21 an average of six hundred full-time-equivalent students on the  
22 eightieth and one hundred twentieth days of the prior school  
23 year; or

24 (b) the school district meets all of the  
25 following requirements: 1) the school district has fewer than

1 an average of one thousand full-time-equivalent students on the  
2 eightieth and one hundred twentieth days of the prior school  
3 year; 2) the school district has at least seventy percent of  
4 its students eligible for free or reduced-fee lunch; 3) the  
5 state share of the total cost, if calculated pursuant to the  
6 methodology in Paragraph (5) of Subsection B of Section 22-24-5  
7 NMSA 1978, would be less than fifty percent; and 4) for all  
8 educational purposes, the school district has a residential  
9 property tax rate of at least seven dollars (\$7.00) on each one  
10 thousand dollars (\$1,000) of taxable value, as measured by the  
11 sum of all rates imposed by resolution of the local school  
12 board plus rates set to pay interest and principal on  
13 outstanding school district general obligation bonds.

14 L. Upon application by a school district,  
15 allocations from the fund may be made by the council for the  
16 purpose of demolishing abandoned school district facilities,  
17 provided that:

18 (1) the costs of continuing to insure an  
19 abandoned facility outweigh any potential benefit when and if a  
20 new facility is needed by the school district;

21 (2) there is no practical use for the  
22 abandoned facility without the expenditure of substantial  
23 renovation costs; and

24 (3) the council may enter into an agreement  
25 with the school district under which an amount equal to the

1 savings to the district in lower insurance premiums are used to  
2 reimburse the fund fully or partially for the demolition costs  
3 allocated to the district."

4 SECTION 2. EFFECTIVE DATE.--The effective date of the  
5 provisions of this act is July 1, 2013.

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**51ST LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2013**

INTRODUCED BY

DISCUSSION DRAFT

FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

AN ACT

RELATING TO CHARTER SCHOOL FACILITIES; AMENDING THE PUBLIC  
SCHOOL CODE TO ALLOW THE PUBLIC SCHOOL CAPITAL OUTLAY COUNCIL  
TO RECOMMEND SUSPENSION, NONRENEWAL OR REVOCATION OF A CHARTER  
BASED ON THE CHARTER SCHOOL'S FACILITY CONDITION.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

**SECTION 1.** Section 22-8B-4.2 NMSA 1978 (being Laws 2005,  
Chapter 221, Section 3 and Laws 2005, Chapter 274, Section 2,  
as amended) is amended to read:

"22-8B-4.2. CHARTER SCHOOL FACILITIES--STANDARDS.--

A. The facilities of a charter school that is  
approved on or after July 1, 2005 and before July 1, 2015 shall  
meet educational occupancy standards required by applicable New  
Mexico construction codes.

B. The facilities of a charter school whose charter

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1 has been renewed at least once shall be evaluated, prioritized  
2 and eligible for grants pursuant to the Public School Capital  
3 Outlay Act in the same manner as all other public schools in  
4 the state; provided that for charter school facilities in  
5 leased facilities, grants may be used to provide additional  
6 lease payments for leasehold improvements made by the lessor.

7 C. On or after July 1, 2011, a new charter school  
8 shall not open and an existing charter school shall not  
9 relocate unless the facilities of the new or relocated charter  
10 school, as measured by the New Mexico condition index, receive  
11 a condition rating equal to or better than the average  
12 condition for all New Mexico public schools for that year or  
13 the charter school ~~[demonstrates]~~ submits, within eighteen  
14 months of occupancy or relocation of the charter, ~~[the way in]~~  
15 a plan by which the facilities will achieve a rating equal to  
16 or better than the average New Mexico condition index.

17 D. On or after July 1, 2015, a new charter school  
18 shall not open and an existing charter shall not be renewed  
19 unless the charter school:

20 (1) is housed in a building that is:

21 (a) owned by the charter school, the  
22 school district, the state, an institution of the state,  
23 another political subdivision of the state, the federal  
24 government or one of its agencies or a tribal government; or

25 (b) subject to a lease-purchase

1 arrangement that has been entered into and approved pursuant to  
2 the Public School Lease Purchase Act; or

3 (2) if it is not housed in a building  
4 described in Paragraph (1) of this subsection, demonstrates  
5 that:

6 (a) the facility in which the charter  
7 school is housed meets the statewide adequacy standards  
8 developed pursuant to the Public School Capital Outlay Act and  
9 the owner of the facility is contractually obligated to  
10 maintain those standards at no additional cost to the charter  
11 school or the state; and

12 (b) either: 1) public buildings are not  
13 available or adequate for the educational program of the  
14 charter school; or 2) the owner of the facility is a nonprofit  
15 entity specifically organized for the purpose of providing the  
16 facility for the charter school.

17 E. Without the approval of the public school  
18 facilities authority pursuant to Section 22-20-1 NMSA 1978, a  
19 charter school shall not enter into a lease-purchase agreement.

20 F. The public school capital outlay council:

21 (1) shall determine whether facilities of a  
22 charter school meet the educational occupancy standards  
23 pursuant to the requirements of Subsection A of this section  
24 or the requirements of Subsections B, C and D of this section,  
25 as applicable; and

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1 (2) upon a determination that specific  
2 requirements are not appropriate or reasonable for a charter  
3 school, may grant a variance from those requirements for that  
4 charter school."

5 SECTION 2. Section 22-8B-5.3 NMSA 1978 (being Laws 2011,  
6 Chapter 14, Section 8) is amended to read:

7 "22-8B-5.3. CHARTERING AUTHORITY--POWERS--DUTIES--  
8 LIABILITY.--A chartering authority shall:

9 A. evaluate charter applications;

10 B. actively pursue the utilization of charter  
11 schools to satisfy identified education needs and promote a  
12 diversity of educational choices;

13 C. approve charter applications that meet the  
14 requirements of the Charter Schools Act and the provisions of  
15 Section 22-8B-4.2 NMSA 1978;

16 D. decline to approve charter applications that  
17 fail to meet the requirements of the Charter Schools Act and  
18 the provisions of Section 22-8B-4.2 NMSA 1978 or that are  
19 otherwise inadequate;

20 E. negotiate and execute, in good faith, charter  
21 contracts that meet the requirements of the Charter Schools Act  
22 and the provisions of Section 22-8B-4.2 NMSA 1978 with each  
23 approved charter school;

24 F. monitor, in accordance with the requirements of  
25 the Charter Schools Act and the provisions of Section 22-8B-4.2

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1 NMSA 1978, the terms of the charter [~~contract~~] contracts and  
2 the performance and legal compliance of charter schools under  
3 their authority;

4 G. determine whether a charter school merits  
5 suspension, revocation or nonrenewal; and

6 H. develop and maintain chartering policies and  
7 practices consistent with nationally recognized principles and  
8 standards for quality charter authorizing in all major areas of  
9 authorizing, including:

10 (1) organizational capacity and  
11 infrastructure;

12 (2) evaluating charter applications;

13 (3) performance contracting;

14 (4) charter school oversight and evaluation;

15 and

16 (5) charter school suspension, revocation and  
17 renewal processes."

18 SECTION 3. Section 22-24-5.1 NMSA 1978 (being Laws 2001,  
19 Chapter 338, Section 9) is amended to read:

20 "22-24-5.1. COUNCIL ASSISTANCE AND OVERSIGHT.--In  
21 providing grant assistance pursuant to Section 22-24-5 NMSA  
22 1978, the council shall:

23 A. assist school districts in identifying critical  
24 capital outlay needs and in preparing grant applications;

25 B. take such actions as are necessary to assist

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1 school districts in implementing the projects for which grants  
2 are made, including assistance with the preparation of requests  
3 for bids or proposals, contract negotiations and contract  
4 implementation;

5 C. take such actions as are necessary to ensure  
6 cost savings and efficiencies for those school districts that  
7 are not large enough to maintain their own construction  
8 management staff; ~~[and]~~

9 D. include such reporting requirements and  
10 conditions and take such actions as are necessary to ensure  
11 that the grants are expended in the most prudent manner  
12 possible and consistent with the original purpose for which  
13 they were made. In order to ensure compliance with the intent  
14 of this subsection, the council may:

15 (1) access the premises of a project and  
16 review any documentation relating to a project;

17 (2) withhold all or part of the amount of  
18 grant assistance available for a project for grounds  
19 established by rule of the council; and

20 (3) if it determines that a project is  
21 repeatedly in substantial noncompliance with any reporting  
22 requirement or condition, take over the direct administration  
23 of the project until the project is completed; and

24 E. recommend to a chartering authority the  
25 suspension, nonrenewal or revocation of a new or relocating

1 charter school based upon the charter school's New Mexico  
2 condition index ranking pursuant to Section 22-8B-4.2 NMSA  
3 1978."

4 SECTION 4. Section 22-24-9 NMSA 1978 (being Laws 2003,  
5 Chapter 147, Section 1, as amended) is amended to read:

6 "22-24-9. PUBLIC SCHOOL FACILITIES AUTHORITY--  
7 CREATION--POWERS AND DUTIES.--

8 A. The "public school facilities authority" is  
9 created under the council. The authority shall be headed by a  
10 director, selected by the council, who shall be versed in  
11 construction, architecture or project management. The director  
12 may hire no more than two deputies with the approval of the  
13 council, and, subject to budgetary constraints set out in  
14 Subsection G of Section 22-24-4 NMSA 1978, shall employ or  
15 contract with such technical and administrative personnel as  
16 are necessary to carry out the provisions of this section. The  
17 director, deputies and all other employees of the authority  
18 shall be exempt from the provisions of the Personnel Act.

19 B. The authority shall:

20 (1) serve as staff to the council;  
21 (2) as directed by the council, provide those  
22 assistance and oversight functions required of the council by  
23 Section 22-24-5.1 NMSA 1978;

24 (3) assist school districts with:

25 (a) the development and implementation

1 of five-year facilities plans and preventive maintenance plans;

2 (b) procurement of architectural and  
3 engineering services;

4 (c) management and oversight of  
5 construction activities; and

6 (d) training programs;

7 (4) conduct ongoing reviews of five-year  
8 facilities plans, preventive maintenance plans and performance  
9 pursuant to those plans;

10 (5) as directed by the council, assist school  
11 districts in analyzing and assessing their space utilization  
12 options;

13 (6) ensure that public school capital outlay  
14 projects are in compliance with applicable building codes;

15 (7) conduct on-site inspections as necessary  
16 to ensure that the construction specifications are being met  
17 and periodically inspect all of the documents related to  
18 projects;

19 (8) require the use of standardized  
20 construction documents and the use of a standardized process  
21 for change orders;

22 (9) have access to the premises of a project  
23 and any documentation relating to the project;

24 (10) after consulting with the department,  
25 recommend building standards for public school facilities to

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1 the council and ensure compliance with building standards  
2 adopted by the council;

3 (11) notwithstanding the provisions of  
4 Subsection D of Section 22-24-6 NMSA 1978, account for all  
5 distributions of grant assistance from the fund for which the  
6 initial award was made after July 1, 2004, and make annual  
7 reports to the department, the governor, the legislative  
8 education study committee, the legislative finance committee  
9 and the legislature;

10 (12) maintain a database of the condition of  
11 school facilities and maintenance schedules;

12 (13) advise the council regarding the New  
13 Mexico condition index ranking of a new or renewing charter  
14 school; and

15 [~~(13)~~] (14) as a central purchasing office  
16 pursuant to the Procurement Code and as directed by the  
17 council, select contractors and enter into and administer  
18 contracts for certain emergency projects funded pursuant to  
19 Subparagraph (b) of Paragraph (2) of Subsection B of Section  
20 22-24-5 NMSA 1978 [~~and~~

21 ~~(14) ensure that outstanding deficiencies are~~  
22 ~~corrected pursuant to Section 22-24-4.1 NMSA 1978. In the~~  
23 ~~performance of this duty, the authority:~~

24 ~~(a) shall work with school districts to~~  
25 ~~validate the assessment of the outstanding deficiencies and the~~

1 ~~projected costs to correct the deficiencies;~~

2 ~~(b) shall work with school districts to~~  
3 ~~provide direct oversight of the management and construction of~~  
4 ~~the projects that will correct the outstanding deficiencies;~~

5 ~~(c) shall oversee all aspects of the~~  
6 ~~contracts entered into by the council to correct the~~  
7 ~~outstanding deficiencies;~~

8 ~~(d) may conduct on-site inspections~~  
9 ~~while the deficiencies correction work is being done to ensure~~  
10 ~~that the construction specifications are being met and may~~  
11 ~~periodically inspect all of the documents relating to the~~  
12 ~~projects;~~

13 ~~(e) may require the use of standardized~~  
14 ~~construction documents and the use of a standardized process~~  
15 ~~for change orders;~~

16 ~~(f) may access the premises of a project~~  
17 ~~and any documentation relating to the project; and~~

18 ~~(g) shall maintain, track and account~~  
19 ~~for deficiency correction projects separately from other~~  
20 ~~capital outlay projects funded pursuant to the Public School~~  
21 ~~Capital Outlay Act].~~

22 C. All actions taken by the authority shall be  
23 consistent with educational programs conducted pursuant to the  
24 Public School Code. In the event of any potential or perceived  
25 conflict between a proposed action of the authority and an

1 educational program, the authority shall consult with the  
2 secretary.

3 D. A school district, aggrieved by a decision or  
4 recommendation of the authority, may appeal the matter to the  
5 council by filing a notice of appeal with the council within  
6 thirty days of the authority's decision or recommendation.

7 Upon filing of the notice:

8 (1) the decision or recommendation of the  
9 authority shall be suspended until the matter is decided by the  
10 council;

11 (2) the council shall hear the matter at its  
12 next regularly scheduled hearing or at a special hearing called  
13 by the chair for that purpose;

14 (3) at the hearing, the school district, the  
15 authority and other interested parties may make informal  
16 presentations to the council; and

17 (4) the council shall finally decide the  
18 matter within ten days after the hearing."

19 SECTION 5. EFFECTIVE DATE.--The effective date of the  
20 provisions of this act is July 1, 2013.

1 BILL

2 **51ST LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2013**

3 INTRODUCED BY

4  
5  
6 DISCUSSION DRAFT

7  
8 FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

9  
10 AN ACT

11 RELATING TO PUBLIC SCHOOLS; AMENDING THE PUBLIC SCHOOL CAPITAL  
12 OUTLAY ACT TO PROVIDE PROCEDURES FOR STATE-CHARTERED AND  
13 LOCALLY CHARTERED CHARTER SCHOOLS FOR ADEQUATE FACILITIES;  
14 CREATING A FUND; MAKING AN APPROPRIATION.

15  
16 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

17 SECTION 1. Section 22-24-6.1 NMSA 1978 (being Laws 2007,  
18 Chapter 214, Section 1, as amended) is amended to read:

19 "22-24-6.1. PROCEDURES FOR A STATE-CHARTERED CHARTER  
20 SCHOOL.--All of the provisions of the Public School Capital  
21 Outlay Act apply to an application by a state-chartered charter  
22 school for grant assistance for a capital project except:

23 A. the portion of the cost of the project to be  
24 paid from the fund shall be calculated pursuant to Paragraph  
25 (5) of Subsection B of Section 22-24-5 NMSA 1978 using data

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1 from the school district in which the state-chartered charter  
2 school is located;

3 B. in calculating a reduction pursuant to Paragraph  
4 (6) of Subsection B of Section 22-24-5 NMSA 1978, ~~[(1)]~~ the  
5 amount to be used in Subparagraph (a) of that paragraph shall  
6 equal the total of all legislative appropriations made after  
7 January 1, 2007 for nonoperating expenses either directly to  
8 the charter school or to another governmental entity for the  
9 purpose of passing the money through directly to the charter  
10 school, regardless of whether the charter school was a state-  
11 chartered charter school at the time of the appropriation or  
12 later opted to become a state-chartered charter school, except  
13 that the total shall not include any such appropriation if,  
14 before the charter school became a state-chartered charter  
15 school, the appropriation was previously used to calculate a  
16 reduction pursuant to Paragraph (6) of Subsection B of Section  
17 22-24-5 NMSA 1978; and

18 ~~[(2) the amount to be used in Subparagraph (b)~~  
19 ~~of that paragraph shall equal the total of all federal money~~  
20 ~~received by the charter school for nonoperating purposes~~  
21 ~~pursuant to Title XIV of the American Recovery and Reinvestment~~  
22 ~~Act of 2009, regardless of whether the charter school was a~~  
23 ~~state-chartered charter school at the time of receiving the~~  
24 ~~federal money or later opted to become a state-chartered~~  
25 ~~charter school, except that the total shall not include any~~

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1 ~~such federal money if, before the charter school became a~~  
2 ~~state-chartered charter school, the money was previously used~~  
3 ~~to calculate a reduction pursuant to Paragraph (6) of~~  
4 ~~Subsection B of Section 22-24-5 NMSA 1978; and]~~

5 C. if the council determines that the state-  
6 chartered charter school does not have the resources to pay all  
7 or a portion of the total cost of the capital outlay project  
8 that is not funded with grant assistance from the fund, to the  
9 extent that money is available in the charter school capital  
10 outlay fund, the council shall make an award from that fund for  
11 the remaining amount necessary to pay for the project. The  
12 council may establish, by rule, a procedure for determining the  
13 amount of resources available to the charter school and the  
14 amount needed from the charter school capital outlay fund."

15 SECTION 2. A new section of the Public School Capital  
16 Outlay Act is enacted to read:

17 "[NEW MATERIAL] PUBLIC FACILITIES FOR CHARTER SCHOOLS.--

18 A. The council shall develop a program for  
19 assisting charter schools to be located in public buildings or  
20 in buildings being acquired by charter schools pursuant to a  
21 lease-purchase agreement.

22 B. A locally chartered or state-chartered charter  
23 school, desiring assistance pursuant to this section, shall  
24 make application to the council for a grant. The application  
25 shall include:

.190747.2

1 (1) a summary of the efforts that have been  
2 made by the charter school to be located in a public facility;

3 (2) an estimate of the costs necessary to  
4 bring the public facilities up to the statewide adequacy  
5 standards; and

6 (3) such other information as required by rule  
7 of the council.

8 C. The public school facilities authority shall  
9 review the information submitted by the charter school and rank  
10 the application with similar applications pursuant to a  
11 methodology adopted by the council.

12 D. After a public hearing and to the extent that  
13 money is available in the charter school capital outlay fund  
14 for such purposes, the council shall approve grants from the  
15 fund on the established priority basis.

16 E. An award made pursuant to this section shall not  
17 be considered when calculating an amount to offset grants to a  
18 school district or state-chartered charter school pursuant to  
19 Paragraph (6) of Subsection B of Section 22-24-5 NMSA 1978 or  
20 Subsection B of Section 22-24-6.1 NMSA 1978."

21 **SECTION 3.** A new section of the Public School Capital  
22 Outlay Act is enacted to read:

23 "[NEW MATERIAL] CHARTER SCHOOL CAPITAL OUTLAY FUND.--

24 A. The "charter school capital outlay fund" is  
25 created in the state treasury. The fund shall consist of

.190747.2

1 appropriations, gifts, grants, donations and bequests made to  
2 the fund. Income from the fund shall be credited to the fund,  
3 and money in the fund shall not revert or be transferred to any  
4 other fund at the end of a fiscal year. Money in the fund is  
5 appropriated to the council for the purposes of making grants  
6 pursuant to Subsection B of this section. Expenditures from  
7 the fund shall be made on warrant of the secretary of finance  
8 and administration pursuant to vouchers signed by the director  
9 of the public school facilities authority.

10 B. Balances in the charter school capital outlay  
11 fund shall be used for the following purposes and, to the  
12 extent money is available in the fund, in the following order:

13 (1) for making grants to state-chartered  
14 charter schools pursuant to Subsection C of Section 22-24-6.1  
15 NMSA 1978 to assist with the local match needed for an approved  
16 public school capital outlay project; and

17 (2) if the council determines that money in  
18 the fund is not needed for grants pursuant to Paragraph (1) of  
19 this subsection, remaining balances in the fund may be used for  
20 providing assistance to charter schools pursuant to Section 2  
21 of this 2013 act."

BILL

**51ST LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2013**

INTRODUCED BY

DISCUSSION DRAFT

FOR THE PUBLIC SCHOOL CAPITAL OUTLAY OVERSIGHT TASK FORCE

AN ACT

MAKING AN APPROPRIATION FROM THE PUBLIC SCHOOL CAPITAL OUTLAY  
FUND TO ALLOW SCHOOL DISTRICTS AND CHARTER SCHOOLS TO ADDRESS  
DEFERRED-MAINTENANCE ISSUES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

**SECTION 1. APPROPRIATION.**--Ten million dollars  
(\$10,000,000) is appropriated from the public school capital  
outlay fund to the public school capital outlay council for  
expenditure in fiscal years 2014 through 2016 to provide  
allocations to school districts and charter schools that  
demonstrate a need to address deferred-maintenance issues in  
classrooms or other facilities that are used primarily by  
students. The public school capital outlay council shall  
establish guidelines for prioritizing and distributing  
allocations from the fund. Any unexpended or unencumbered

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1 balance remaining at the end of fiscal year 2016 shall revert  
2 to the public school capital outlay fund.

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# PSCOC STRATEGIC ISSUES

## Policy Briefs Summary

### I. Leases

#### a. Policy Considerations

1. Create Standardized Leases- AMS ✓, Awards ✓, PSCOOTF ✓ (PSCOC Approval)
  - i. Standardized leases for facilities, land and lease with option to purchase
  - ii. Conflicts of interest significant issue
  - iii. Leases not subject to procurement code
    - a. Would required statutory change
2. Standardized Intergovernmental Land Lease for Building or Renewing School Facilities
  - i. 50 year minimum term for land leases - AMS ✓, Awards ✓, PSCOOTF ✓ (PSCOC Approval)

### II. Charter School Facilities Issues

#### a. Policy Considerations

1. Provide Charter Schools with Increased (access to) Facilities Knowledge and Experience
  - i. Authorizers should provide facilities - Awards ✓
    - a. Would require statutory change
2. Provide for Better Charter School Facility Planning
  - i. Reinstating Charter School Capital Outlay Fund - PSCOOTF ✓
    - a. Would require statutory change
3. Enforce Facility Sharing Requirements of Section 22-8B-4 NMSA 1978
  - i. Charters have unique space needs and may not want district space; process must address districts offering space but charter refusal
4. Assist Charter Schools in Lease Management (see strategic issue I)
5. Strengthen the “Be in Public Facilities” language of the PSCOA
  - i. If no space available, another planning year - Awards ✓
    - a. May require statutory change
6. Develop Capabilities to Respond to Innovations in Charter School Program Delivery and Facilities Needs
  - i. Provide no lease assistance to virtual schools - Awards ✓
  - ii. Provide lease assistance to virtual schools only at whatever the percentage of the schools total population on site or in that district - Awards ✓
    - a. May require statutory change

# PSCOC STRATEGIC ISSUES

## Policy Briefs Summary

### III. Lease Assistance Program

#### a. Policy Considerations

1. Set Annual Award Maximums and Remove the CPI Adjustment - **PSCOOTF √ (CPI)**
  - i. Cap total dollars and remove CPI adjustment **AMS √, Awards √**
  - ii. Set \$13.4M annual cap **Awards √**
    - a. Both may require statutory change
  - iii. Payments made to school districts is an issue

### IV. PSCOA Funding Formula

#### a. Policy Considerations

1. Decrease State Share for Districts with High Population Densities
2. Adjust Funding on Projects with “Above Adequacy” Spaces
3. **Expand PSCOC authority to grant**~~Relax Restrictions on Eligibility for~~ Waiver of Local Match **AMS √, Awards √, PSCOOTF √**
  - i. Would require statutory change
4. Strengthen the Recalcitrant District Language in the PSCOA

### V. School Size

#### a. Policy Considerations

1. Decrease APG GSF Per Student Allowance for Schools **AMS √, Awards √, PSCOOTF √ (by PSCOC policy)**
  - i. More discussion on percentage to reduce
  - ii. More discussion on small schools
  - iii. **Reduce state share when schools build above adequacy**~~Penalize above adequacy by reduction in state share~~ (see strategic issue IV)

### VI. School Condition

#### a. Policy Considerations

1. Maintain Focus on Facility Renewal of Whole Campuses for Schools with High wNMCI Scores **AMS √, Awards √, PSCOOTF √ (by PSCOC policy)**
  - i. Discuss maximum wNMCI for a school
  - ii. Discuss acceptable wNMCI for a school
  - iii. Discuss acceptable statewide average wNMCI for schools
2. Create a Secondary Capital Grants Process to Allow Renewal of Certain Facility Systems That Are at or Near Their Observed End of Cycle. **AMS √, Awards √, PSCOOTF √**
  - i. More discussion on this following a regular awards cycle for whole campus projects
    - a. May require statutory change
3. Expand Oversight of Maintenance Effectiveness to Extend Capital Investments and Sustain a Functional Environment for Education - **PSCOOTF √**





PSCOAwards\_1-7-13

## 2013 Qualified Zone Academy Bonds Application for Authorization

### School District/Charter School Information

District/Charter School Name:

Contact Person:

Address:

Title:

City:

State: NM

Zip:

Telephone: (     )     -

### Eligibility Criteria

#### **Certification of Eligibility**

The School Board/Governing Council of the above-named district/charter school certifies through a board/council resolution that the district/charter school satisfies Criterion 1 (either a or b) and Criterion 2–4 (check appropriate boxes). **A copy of the resolution must be attached to this application.** The bond issue must also meet the requirements of section 1397E(d)(1) of the Internal revenue Code of 1986 and Article 9, Section 11 of the Constitution of New Mexico.

#### **Criterion 1: Qualifies by virtue of location or composition of student body**

☐ **a) Location:**

The school district is located in an Empowerment Zone.

**OR**

☐ **b) Composition of student body at the identified school:**

There is a reasonable expectation as of the date of issuance of the bonds that at least 35% of the students attending the school or participating in the program will be eligible for free or reduced-cost lunches established under the National School Lunch Act.

#### **Criterion 2: Qualified by virtue of private business contribution**

☐ The school district has written commitments from private entity(ies) to make qualified contributions having a present value, as of the date of the issuance, of not less than ten percent (10%) of the proceeds of the bond issues. Qualified contributions include such items as the following:

- Equipment for use in the program
- Technical assistance in developing curriculum or training teachers to promote market-driven technology in the classroom
- Volunteer mentors
- Internships
- Other property or service as specified by the school district

☐ Written verification from private entity(ies) is attached to the application.

#### **Criterion 3: Qualified by virtue of characteristics of the program**

☐ The public school is established by and operated under the supervision of an eligible local education agency (as defined in Section 14101 of the Elementary and Secondary Education Act of 1965) to provide education or training below the post-secondary level, and such school or program is designed in cooperation with business to enhance the academic curriculum, increase graduation and employment rates, and better

prepare students for the rigors of college and the increasingly complex workforce, and students in the academy are subject to the same academic standards and assessments as other students educated by the local school system, and the comprehensive education plan of the school or program is approved by the local education agency.

**Criterion 4: Qualified by virtue of use of bond proceeds**

☐ At least ninety-eight percent (98%) of the proceeds from the sale of the proposed qualified school bonds are to be used for a qualified purpose at a qualifying school.

For the purposes of the application, the proceeds of QZABs can be used for the following:

- Rehabilitating or repairing the public school facility in which the academy is established
- Providing equipment for use at such academy
- Providing instructional materials
- Providing professional development for teachers and other school personnel
- Improving energy efficiency and/or renewable energy

☐ A written spending plan is attached to the application.

**Amount of Authorization Requested**

**Amount of Bond Authorization Requested** \$\_\_\_\_\_

**Minimum Amount District Will Accept** \$\_\_\_\_\_

I certify under penalty of perjury that to the best of my knowledge, the information in this application is true and correct and is in compliance with statutes and administrative provisions of the New Mexico Public Education Department. The School Board/ Governing Board of the above-named district/charter school has authorized me to sign this application on its behalf.

\_\_\_\_\_  
Signature: Superintendent or Charter School Administrator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Complete and return by February 22, 2013 to:

Public Education Department  
Capital Outlay Bureau  
300 Don Gaspar Ave., Rm. 121  
Santa Fe, NM 87501

Contact Information:

Antonio Ortiz, Director  
Telephone: (505) 827-3863  
E-mail: [Antonio.ortiz1@state.nm](mailto:Antonio.ortiz1@state.nm)  
Fax: (505) 827-6422



## 2013 Qualified School Construction Bond Program Application for Authorization

### School District Information

District Name:			Contact Person:
Address:			Title:
City:	State: NM	Zip:	Telephone: (     )     -

### Project Information

Describe the project or projects to be funded with the proceeds of the QSCB issue. Include information on the project timeline (project start date and estimated completion date) and total projected cost:

### Financing Information

Describe the source of repayment capacity of the school district to successfully issue the QSCB. Include current bonded indebtedness percentage, total bonds outstanding and available capacity. Include the total amount of voter approved bonds that have not been sold:



## 2013 Qualified School Construction Bond Program Application for Authorization

### QSCB Requirements

A school district that requests Qualified School Construction Bond authority certifies that the proposed project(s) qualifies under the QSCB program and Sections 54A and 54F of the IRS Code and makes the following assurances:

1. 100 percent of the QSCB proceeds will be spent for the construction, rehabilitation or repair of public school facility, the purchase of land and the purchase of equipment.
2. The issuer designates such financing as Qualified School Construction Bonds.
3. The school district issuing the QSCB reasonably expects at the time of closing of issuance 100% of the available QSCB proceeds will be spent for qualified purposes within three years.
4. Within six months of issuance, the school district will have entered into contracts for use of the QSCB funds equal to 10% of the issue.
5. The school district acknowledges that Section 1601 of the American Recovery and Reinvestment Act of 2009 requires compliance with the Davis-Bacon Act on projects funded with QSCB's.
6. The school district will certify that it is in compliance with Section 54A(d)(6) ("Prohibition On Financial Conflicts of Interest ") of the U.S. Internal Revenue Code.

### Amount of Authorization Requested

**Amount of Bond Authorization Requested** \$ \_\_\_\_\_

**Minimum Amount District Will Accept** \$ \_\_\_\_\_

I certify under penalty of perjury that to the best of my knowledge, the information in this application is true and correct and is in compliance with statutes and administrative provisions of the New Mexico Public Education Department. The Governing Board of the above named school district has authorized me to sign this application on its behalf.

\_\_\_\_\_  
Signature of District Superintendent or Designee

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Complete and return by February 22, 2013 to:

Public Education Department  
Capital Outlay Bureau  
300 Don Gaspar Ave., Rm. 121  
Santa Fe, NM 87501

Contact Information:

Antonio Ortiz, Director  
Telephone: (505) 827-3863  
E-mail: [Antonio.ortiz1@state.nm](mailto:Antonio.ortiz1@state.nm)  
Fax: (505) 827-6422