



Agenda Governing Council
<https://www.youtube.com/live/R5W6xZmh9c4>
Thursday, November 20, 2025, 6:00 pm, RM 21
 Public Academy for Performing Arts Campus
 11800 Princess Jeanne Ave NE, Albuquerque, NM 87112

Type of meeting: Community/Monthly

Chair: Barbara CampBell

Invited to Attend			
1. Kyle Malone, GC Member	5. David Littlefield, GC Member	9. Fabian Sisneros, Staff Representative	Scheduled Guests:
2. Renai Edwards, GC Member	6. Issac Trujillo, GC Vice President	10. Mark Opperman, Staff Representative	
3. Jessica Short, Secretary	7. Paul Paradise, GC Member	11. Rhonda Cordova, Business Manager	Scheduled Absence:
4. Barbara CampBell, GC President	8. Carol Torrez, Staff Representative	12. Tamara Lopez, Executive Director	

Agenda Item	Presented by	Time
1. Call to Order, Roll Call (Quorum 4/7 voting members)	Chair	
2. Welcome and Introductions	Chair	
3. Approval of Agenda ACTION ITEM - FINANCE COMMITTEE UNABLE TO MEET, AGENDA ITEM PUSHED TO NEXT MONTH : ISSAC TRUJILLO 1ST, RENAI EDWARDS 2ND (6/6 APPROVED)	All	
4. Approval of Previous Meeting Minutes 8/21/25/ ACTION ITEM - PAUL PARADISE 1ST, ISSAC TRUJILLO 2NDS, (6/6 APPROVED)	All	
5. Open Forum for Public Comment (Form Required) - NONE		
6. Budget & Finance Committee Report - a. September Financial Report - ACTION ITEM - b. OCTOBER FINANCIAL REPORT- ACTION ITEM a. BARS/Permanent Transfer ACTION ITEM - b. CHECK REGISTER SEPTEMBER- ACTION ITEM c. CHECK REGISTER OCTOBER -ACTION ITEM d. POs over \$5,000 - e. FY2026 USDA contract per RFP 2026-001- Action Item	Paul Paradise and Rhonda Cordova	
7. Executive Director's Report a. Written Report - b. EDAC Representative; Science Department- c. Wellness Policy-Action Item - d. APS Lease- ACTION ITEM	Tamara Lopez	
8. Organizational Business a. President's Report - b. Transaction Facilitator Agreement-Elisa Cardenas- Action Item c. Long Range Planning Committee Report -	Barbara CampBell Renai Edwards	
9. Executive Session- Limited Personnel Matters - Limited Personnel Matters - _____ moves to close the meeting for the purpose of going into Executive Session pursuant to NMSA 10-15-1-H(2) to discuss limited personnel matters - Jessica Short 1st, Issac Trujillo 2nd, (6/6 Approved)	Barbara CampBell	
10. Exit Executive Session - __ moves to come out of Executive session pursuant to NMSA 10-15-1-H(2) limited personnel matters were the only topics addressed. No action was taken and no action needs to be taken.	Jessica Short	
11. Adjourn -	Barbara CampBell	

----- Statement on Open Forum for Public Comment -----Open Forum request: <https://forms.gle/EqaPgWtYt7cn7FiR9>

PAPA Open Forum Guidelines: <https://docs.google.com/document/d/16hiN1n5pHzP0PsbXa2rHLnzbEzv5vHGuhbn6a-WJ/edit?usp=sharing>

The Governing Council welcomes public comments during the "Public Comment" portion of the governing council meeting agenda. Individuals wishing to make public comments shall complete a Public Comment form and submit it to the Council President prior to the "Public Comment" section of the meeting. Individual oral presentations will be limited to 3 minutes. An individual may speak during the "Open Forum from the Public" agenda item after identifying themselves by signing in with the Council Secretary and being recognized by the presiding officer of the Council. All presentations should be brief and each individual speaking on an agenda item should limit his or her remarks to three (3) minutes. The Open Forum in regular Council meetings will be limited to a total of 10 minutes unless extended by a majority vote of the Council. People speaking at the Open Forum may present information to the Governing Council, but the Open Forum will include no Council actions or discussions. Individuals who wish to speak for longer than three minutes or who require Council discussion or action must use the procedure in A.15 to be placed on the Council agenda. Complaints about individual employees will not be heard at Council meetings.

----- Statement of Non-Discrimination -----Public Academy for Performing Arts does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. Persons requiring special accommodations should contact the administrative office at (505) 830-3128 Ext. 0 at least 24 hours prior to the meeting. The Title IX Coordinator is the Executive Director.



Minutes Governing Council
<https://www.youtube.com/live/R5W6xZmh9c4>
Thursday, October 16, 2025, 6:00 pm, RM 21
 Public Academy for Performing Arts Campus
 11800 Princess Jeanne Ave NE, Albuquerque, NM 87112

Type of meeting: Community/Monthly

Chair: Barbara CampBell

Invited to Attend

1. Kyle Malone, GC Member	5. David Littlefield, GC Member	9. Fabian Sisneros, Staff Representative	Scheduled Guests:
2. Renai Edwards, GC Member	6. Issac Trujillo, GC Vice President	10. Mark Opperman, Staff Representative	
3. Jessica Short, Secretary	7. Paul Paradise, GC Member	11. Rhonda Cordova, Business Manager	Scheduled Absence:
4. Barbara CampBell, GC President	8. Carol Torrez, Staff Representative	12. Tamara Lopez, Executive Director	

Agenda Item	Presented by	Time
1. Call to Order, Roll Call (Quorum 4/7 voting members) Barbara CampBell, Rhonda Cordova, Paul Paradise, Jessica Short, Renai Edwards, Carol Torrez, David Littlefield, Issac Trujillo, Tamara Lopez (6 out of 7 Voting members)	Chair	6:08 pm
2. Welcome and Introductions	Chair	6:08 pm
3. Approval of Agenda ACTION ITEM - FINANCE COMMITTEE UNABLE TO MEET, AGENDA ITEM PUSHED TO NEXT MONTH : ISSAC TRUJILLO 1ST, RENAI EDWARDS 2ND (6/6 APPROVED)	All	6:09 pm
4. Approval of Previous Meeting Minutes 8/21/25/ ACTION ITEM - PAUL PARADISE 1ST, ISSAC TRUJILLO 2NDS, (6/6 APPROVED)	All	6:10 pm
5. Open Forum for Public Comment (Form Required) - NONE		6:10 pm
6. Budget & Finance Committee Report - a. September Financial Report - ACTION ITEM - MOVED TO NEXT MONTH a. BARS/Permanent Transfer ACTION ITEM - ALL ARE ADDITIONAL ROLLOVERS FROM PRIOR YEAR 0003-I, 0005-I, 0006-I, 0007-I, 0008-I, 0009-I, 0010-I ISSAC TRUJILLO 1ST, PAUL PARADISE 2ND (6/6 APPROVED) b. CHECK REGISTER AUGUST-ACTION ITEM - RENAI EDWARDS 1ST, ISSAC TRUJILLO 2ND (6/6 APPROVED) c. POs over \$5,000 - 1 - Solution Tree (Math PD)	Paul Paradise and Rhonda Cordova	6:12 pm
7. Executive Director's Report a. Written Report - b. EDAC Representative; Special Education Department- c. Wellness Policy-ACTION Item - Move to next month to give time for feedback	Tamara Lopez	6:17 pm
8. Organizational Business a. President's Report - Email to APS Board, will include in our packet b. Long Range Planning Committee Report - 3 priorities, Building/Facility, Director Evaluation Goals, Governing Board presence at school events	Barbara CampBell Renai Edwards	6:32 pm
9. Executive Session- Limited Personnel Matters - Limited Personnel Matters - _____ moves to close the meeting for the purpose of going into Executive Session pursuant to NMSA 10-15-1-H(2) to discuss limited personnel matters - Jessica Short 1st, Issac Trujillo 2nd, (6/6 Approved)	Barbara CampBell	6:51 pm
10. Exit Executive Session - _____ moves to come out of Executive session pursuant to NMSA 10-15-1-H(2) limited personnel matters were the only topics addressed. No action was taken and no action needs to be taken.	Jessica Short	7:11 pm
11. Adjourn -	Barbara CampBell	7:11 pm

---- Statement on Open Forum for Public Comment ----Open Forum request: <https://forms.gle/FqaPgwTyt7cn7EIR9>

PAPA Open Forum Guidelines: <https://docs.google.com/document/d/16hiN1n5pHxPDPshXgZrH1LxzbEzy5vHGubn6a-WI/edit?usp=sharing>

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Governing Council Special Meeting Minutes
<https://www.youtube.com/@PAPAGoverningCouncil>
Thursday, November 7, 2025 4:15 pm, Zoom
Public Academy for Performing Arts Campus
11800 Princess Jeanne Ave NE, Albuquerque, NM 87112

Type of meeting: Emergency Meeting

Chair: Barbara CampBell

Invited to Attend

1. Kyle Malone, GC Member	5. David Littlefield, GC Member	9. Virginia Wilmerding, Staff Representative	Scheduled Guests:
2. Renai Edwards, GC Member	6. Issac Trujillo, GC Vice President	10. Rhonda Cordova, Business Manager	
3. Jessica Short, Secretary	7. Paul Paradise, GC Member	11. Tamara Lopez, Executive Director	Scheduled Absence:
4. Barbara CampBell, GC President	8. Carol Torrez, Staff Representative		

Agenda Item	Presented by	Time
1. Call to Order, Roll Call (Quorum 4/7 voting members)	Chair	
2. Approval of Agenda ACTION ITEM - APPROVED	Chair	
3. Executive Session- Real Estate Discussion	Jessica Short	
4. Letter of Intent- Facility- Action Item	Barbara CampBell	
5. Adjourn -	Barbara CampBell	

---- Statement on Open Forum for Public Comment ----

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---- Additional Information ----

For Closed Session:

I make the motion to close the meeting for the purpose of going into Executive Session pursuant to NMSA 10-15-1-H(2) to discuss limited personnel matters can I get a second? No action will be taken during or after Executive Session and we can end the live broadcast after the vote. Can I get a vote by roll call to pass the motion please?

I make a motion to come out of Executive Session. Can I get a second please? Can I get a roll call vote to pass the motion. Pursuant to NMSA 10-15-1-H(2) Limited personnel matters were the only topic addressed. No action was taken and no action needs to be taken. The meeting is Adjourned

Public Academy for Performing Arts

Bank Account Register Activity Report

Bank: [All]; Bank Account: [All]; Begin Date: 09/01/2025; End Date: 09/30/2025; Status: Non-Void; Created On: 10/13/2025 10:26:05 PM

September Register

Date	Number	Type	Payee/From	Status	Deposit	Withdrawal	Balance
9/1/2025			Beginning Balance				\$3,494,971.28
9/3/2025	16281	AP Warrant	Labatt Food Service	Non-Void		\$6,167.46	\$3,488,803.82
9/3/2025	16232	AP Warrant	Amazon.com	Non-Void		\$378.44	\$3,488,425.38
9/3/2025	7783	Cash Receipt	Snacks/StuCo/Film	Non-Void	\$297.27		\$3,488,722.65
9/5/2025		Payroll Liability Check	US bank	Non-Void		\$82,522.12	\$3,406,200.53
9/5/2025	7784	Cash Receipt	Snacks	Non-Void	\$284.00		\$3,406,484.53
9/9/2025		Payroll Liability Check	IRS	Non-Void		\$29,862.10	\$3,376,622.43
9/9/2025		Payroll Liability Check	NM Retiree Healthcare Authority	Non-Void		\$7,873.82	\$3,368,748.61
9/9/2025		Payroll Liability Check	NMPSIA	Non-Void		\$44,590.12	\$3,324,158.49
9/9/2025		Payroll Liability Check	US bank	Non-Void		\$935.13	\$3,323,223.36
9/9/2025	7785	Cash Receipt	Snacks/StuCo	Non-Void	\$256.00		\$3,323,479.36
9/10/2025	7786	Cash Receipt	StuCo/Snacks	Non-Void	\$305.00		\$3,323,784.36
9/11/2025	7797	Cash Receipt	SEG September 2025	Non-Void	\$444,006.05		\$3,767,790.41
9/12/2025	16233	AP Warrant	ACES	Non-Void		\$1,285.65	\$3,766,504.76
9/12/2025	16234	AP Warrant	Amazon.com	Non-Void		\$2,382.13	\$3,764,122.63
9/12/2025	16235	AP Warrant	Brown, Erin	Non-Void		\$15.00	\$3,764,107.63
9/12/2025	16236	AP Warrant	CES	Non-Void		\$6,392.88	\$3,757,714.75
9/12/2025	16237	AP Warrant	Charter Law Office PC	Non-Void		\$2,227.84	\$3,755,486.91
9/12/2025	16238	AP Warrant	Rhonda Cordova	Non-Void		\$3,587.50	\$3,751,899.41
9/12/2025	16239	AP Warrant	Danfelter, Jackie	Non-Void		\$49.98	\$3,751,849.43
9/12/2025	16240	AP Warrant	Dodson-Sands, Nicole	Non-Void		\$110.00	\$3,751,739.43
9/12/2025	16241	AP Warrant	Dunn-Chavez, Melanie	Non-Void		\$4,775.32	\$3,746,964.11
9/12/2025	16242	AP Warrant	Herff Jones	Non-Void		\$18.29	\$3,746,945.82
9/12/2025	16244	AP Warrant	Hudson, Su	Non-Void		\$831.39	\$3,746,114.43
9/12/2025	16245	AP Warrant	J.W. Pepper	Non-Void		\$110.49	\$3,746,003.94
9/12/2025	16246	AP Warrant	Konecny, Tara	Non-Void		\$10.00	\$3,745,993.94
9/12/2025	16247	AP Warrant	Labatt Food Service	Non-Void		\$3,921.71	\$3,742,072.23
9/12/2025	16248	AP Warrant	Lowe's	Non-Void		\$10.74	\$3,742,061.49
9/12/2025	16249	AP Warrant	MacGill	Non-Void		\$285.00	\$3,741,776.49
9/12/2025	16250	AP Warrant	O'Malia, Danielle	Non-Void		\$190.00	\$3,741,586.49
9/12/2025	16251	AP Warrant	Otzenberger, Deanne	Non-Void		\$45.00	\$3,741,541.49
9/12/2025	16252	AP Warrant	Public Charter Schools of New Mexico	Non-Void		\$3,000.00	\$3,738,541.49
9/12/2025	16253	AP Warrant	Reinhardt-Follis, Britton	Non-Void		\$10.00	\$3,738,531.49
9/12/2025	16254	AP Warrant	Sawyer, Jordan	Non-Void		\$500.00	\$3,738,031.49
9/12/2025	16255	AP Warrant	Schwall, Meredith	Non-Void		\$99.00	\$3,737,932.49
9/12/2025	16256	AP Warrant	Shamrock Supply	Non-Void		\$2,470.80	\$3,735,461.69
9/12/2025	16257	AP Warrant	Southwest Copy Systems - Albuquerque	Non-Void		\$174.72	\$3,735,286.97
9/12/2025	16258	AP Warrant	Staples	Non-Void		\$807.37	\$3,734,479.60

9/12/2025	16259	AP Warrant	Vanover, Jessica	Non-Void		\$30.00	\$3,734,449.80
9/12/2025	16260	AP Warrant	Waste Management	Non-Void		\$259.51	\$3,734,190.09
9/12/2025	7787	Cash Receipt	Snacks/StuCo	Non-Void	\$240.00		\$3,734,430.09
9/15/2025		Payroll Liability Check	ERB	Non-Void		\$75,280.80	\$3,659,149.29
9/15/2025	00066051	Journal Entry	Bank Fee September 2025	Non-Void		\$164.10	\$3,658,985.19
9/15/2025	7788	Cash Receipt	Snacks/StuCo	Non-Void	\$185.00		\$3,659,170.19
9/16/2025		Payroll Liability Check	INGReliastar	Non-Void		\$1,122.00	\$3,658,048.19
9/16/2025	16261	Payroll Liability Check	MG Trust Company	Non-Void		\$1,250.00	\$3,656,798.19
9/16/2025	16262	AP Warrant	Herrera School Buses and Coaches, Inc..	Non-Void		\$1,371.88	\$3,655,426.31
9/16/2025	16263	AP Warrant	Sam's Club	Non-Void		\$463.24	\$3,654,963.07
9/16/2025	16264	Payroll Liability Check	AFLAC	Non-Void		\$1,230.06	\$3,653,733.01
9/17/2025	7789	Payroll Liability Check	Pre-Paid Legal Services, Inc.	Non-Void		\$195.42	\$3,653,537.59
9/17/2025	7790	Cash Receipt	Snacks/StuCo/Yearbook	Non-Void	\$350.00		\$3,653,887.59
9/17/2025	7791	Cash Receipt	SB9	Non-Void	\$11.71		\$3,653,899.30
9/17/2025	7792	Cash Receipt	HB33	Non-Void	\$23.73		\$3,653,923.03
9/18/2025	16265	Payroll Liability Check	IRS	Non-Void		\$29,011.09	\$3,624,911.94
9/18/2025		AP Warrant	Amazon.com	Non-Void		\$2,289.81	\$3,622,622.13
9/19/2025		Payroll Liability Check	US bank	Non-Void		\$79,899.48	\$3,542,722.65
9/22/2025		Payroll Liability Check	New Mexico Taxation & Revenue	Non-Void		\$7,230.04	\$3,535,492.61
9/22/2025	7790	Cash Receipt	Snacks/StuCo/Lunch	Non-Void	\$882.00		\$3,536,374.61
9/22/2025	7800	Cash Receipt	HB33/SB9	Non-Void	\$1,630.95		\$3,538,005.56
9/23/2025	7791	Cash Receipt	Snacks/StuCo	Non-Void	\$208.00		\$3,538,213.56
9/25/2025	7792	Cash Receipt	Snacks/StuCo/Yearbook	Non-Void	\$534.00		\$3,538,747.56
9/26/2025		AP Warrant	APS	Non-Void		\$2,452.60	\$3,536,294.96
9/26/2025	16266	AP Warrant	ABCWUA	Non-Void		\$3,240.46	\$3,533,054.50
9/26/2025	16267	AP Warrant	CES	Non-Void		\$7,171.50	\$3,525,883.00
9/26/2025	16268	AP Warrant	Charter Law Office PC	Non-Void		\$266.37	\$3,525,616.63
9/26/2025	16269	AP Warrant	Rhonda Cordova	Non-Void		\$3,587.50	\$3,522,029.13
9/26/2025	16270	AP Warrant	Danfelter, Jackie	Non-Void		\$311.30	\$3,521,717.83
9/26/2025	16271	AP Warrant	Hudson, Su	Non-Void		\$88.06	\$3,521,629.77
9/26/2025	16272	AP Warrant	J.W. Pepper	Non-Void		\$651.00	\$3,520,978.77
9/26/2025	16273	AP Warrant	Labatt Food Service	Non-Void		\$11,924.28	\$3,509,054.49
9/26/2025	16274	AP Warrant	MacGill	Non-Void		\$91.00	\$3,508,963.49
9/26/2025	16275	AP Warrant	NM Gas Company	Non-Void		\$155.53	\$3,508,807.96
9/26/2025	16276	AP Warrant	Noteflight LLC	Non-Void		\$1,489.00	\$3,507,318.96
9/26/2025	16277	AP Warrant	PNM	Non-Void		\$4,639.17	\$3,502,679.79
9/26/2025	16278	AP Warrant	Soundtrap US Inc	Non-Void		\$900.00	\$3,501,779.79
9/26/2025	16279	AP Warrant	Southwest Copy Systems	Non-Void		\$725.02	\$3,501,054.77
9/26/2025	7793	Cash Receipt	Snacks/StuCo	Non-Void	\$472.00		\$3,501,526.77
9/26/2025	7801	Cash Receipt	SW Regional Medicaid	Non-Void	\$266.69		\$3,501,793.46
9/26/2025	7802	Cash Receipt	SW Regional Medicaid	Non-Void	\$1,616.10		\$3,503,409.56
9/29/2025	7794	Cash Receipt	Choir/StuCo	Non-Void	\$913.00		\$3,504,322.56
9/30/2025	7795	Cash Receipt	Snack/Choir/StuCo	Non-Void	\$291.00		\$3,504,613.56
9/30/2025	7796	Cash Receipt	PayPal September 2025	Non-Void	\$5,064.69		\$3,509,678.25
9/30/2025	7803	Cash Receipt	Interest September 2025	Non-Void	\$253.70		\$3,509,931.95
9/30/2025			Ending Balance				\$3,509,931.95
Sub Total					\$458,090.89	\$443,130.22	

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Grand Total					\$458,090.89	\$443,130.22
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Budget Report as of October 31, 2025

Operational

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$7,054,613.64	(\$1,417,951.71)	(\$3,464,505.69)	\$2,172,156.24
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$2,172,156.24

Food Services

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$225,783.34	(\$60,551.02)	(\$212,581.92)	(\$47,349.60)
			\$0.00 Pending BARs
			<u>\$0.00</u>
			(\$47,349.60)

Universal Free Lunch (State funded)

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$90,135.00	\$0.00	\$0.00	\$90,135.00
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$90,135.00

Non-Instructional Support

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$230,599.06	(\$42,006.79)	(\$43,884.82)	\$144,707.45
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$144,707.45

Entitlement IDEA-B

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$130,884.00	(\$31,781.29)	(\$95,738.84)	\$3,363.87
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$3,363.87

Teacher/Principal Training & Recruiting

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$17,095.00	(\$4,856.42)	(\$6,431.38)	\$5,807.20
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$5,807.20

Title XIX MEDICAID 3/21 Years

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$134,843.92	(\$1,294.44)	(\$371.80)	\$133,177.68
			\$0.00 Pending BARs
			<u>\$0.00</u>

\$133,177.68

CNM Foundation

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$3,512.88	\$0.00	(\$3,000.00)	\$512.88
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$512.88

Youth Chat Grant

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$3,102.70	\$0.00	\$0.00	\$3,102.70
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$3,102.70

Special Capital Outlay-State

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$115,000.00	\$0.00	\$0.00	\$115,000.00
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$115,000.00

Capital Improvements HB-33

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$560,092.47	(\$133,216.05)	(\$426,878.42)	(\$2.00)
			\$0.00 Pending BARs
			<u>\$0.00</u>
			(\$2.00)

SB9 Ad Valorem

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$847,038.18	(\$54,453.83)	(\$59,764.79)	\$732,819.56
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$732,819.56

SB-9 State Match Cash

<u>Budget</u>	<u>Actuals</u>	<u>Encumbrances</u>	<u>Balance</u>
\$89,262.12	\$0.00	(\$17,268.00)	\$71,994.12
			\$0.00 Pending BARs
			<u>\$0.00</u>
			\$71,994.12

Public Academy for Performing Arts

Bank Account Register Activity Report

Bank: [All]; Bank Account: [All]; Begin Date: 10/01/2025; End Date: 10/31/2025; Status: Non-Void; Created On: 11/17/2025 10:48:52 AM

October

Bank	US Bank	Date	Number	Type	Payee/From	Status	Deposit	Withdrawal	Balance
		10/1/2025			Beginning Balance				\$3,509,331.95
		10/2/2025		Payroll Liability Check	NM Retiree Healthcare Authority	Non-Void		\$7,865.88	\$3,502,066.07
		10/2/2025	7804	Cash Receipt	Choir/Snacks/NHS/Yearbook	Non-Void	\$507.00		\$3,502,673.07
		10/3/2025		Payroll Liability Check	INGReliastar	Non-Void		\$1,122.00	\$3,501,451.07
		10/3/2025		Payroll Liability Check	IRS	Non-Void		\$29,900.07	\$3,471,551.00
		10/3/2025		Payroll Liability Check	MG Trust Company	Non-Void		\$1,250.00	\$3,470,301.00
		10/3/2025		Paycheck	Pelaez, Nina	Non-Void		\$0.00	\$3,470,301.00
		10/3/2025		Payroll Liability Check	US bank	Non-Void		\$82,543.20	\$3,387,757.80
		10/3/2025	16280	Payroll Liability Check	AFLAC	Non-Void		\$1,230.06	\$3,386,527.74
		10/3/2025	16281	Payroll Liability Check	Pre-Paid Legal Services, Inc.	Non-Void		\$248.28	\$3,386,279.46
		10/3/2025	7805	Cash Receipt	Choir/StuCo/NHS	Non-Void	\$121.00		\$3,386,400.46
		10/6/2025		Payroll Liability Check	ERB	Non-Void		\$74,569.43	\$3,311,831.03
		10/6/2025		Payroll Liability Check	New Mexico Taxation & Revenue	Non-Void		\$7,002.36	\$3,304,828.67
		10/6/2025		Payroll Liability Check	NM Department of Labor	Non-Void		\$578.19	\$3,304,250.48
		10/6/2025		Payroll Liability Check	NM Taxation & Revenue Dept.	Non-Void		\$259.20	\$3,303,991.28
		10/6/2025		Payroll Liability Check	NMPSIA	Non-Void		\$53,647.62	\$3,250,343.66
		10/6/2025	16282	AP Warrant	Amazon.com	Non-Void		\$6,623.43	\$3,243,720.23
		10/7/2025	7806	Cash Receipt	Snacks/StuCo	Non-Void	\$308.00		\$3,244,028.23
		10/9/2025	7807	Cash Receipt	StuCo/General/Snacks	Non-Void	\$536.59		\$3,244,564.82
		10/10/2025	7816	Cash Receipt	USDA August 2025 - State	Non-Void	\$10,606.74		\$3,255,171.56
		10/14/2025	7808	Cash Receipt	Snacks/StuCo	Non-Void	\$135.00		\$3,255,306.56
		10/15/2025	00066246	Journal Entry	Bank Fee October 2025	Non-Void		\$195.37	\$3,255,111.19
		10/15/2025	00066248	Journal Entry	Add'l payment to ERB. This amount was reduced on the October 2025 report and payment in November.	Non-Void		\$27.00	\$3,255,084.19
		10/15/2025	16283	AP Warrant	Bennett, Peter	Non-Void		\$1,477.32	\$3,253,606.87
		10/15/2025	16284	AP Warrant	Dominguez, Alice	Non-Void		\$365.00	\$3,253,241.87
		10/15/2025	16285	AP Warrant	Hudson, Su	Non-Void		\$319.00	\$3,252,922.87
		10/15/2025	7817	Cash Receipt	SEG October 2025	Non-Void	\$444,006.04		\$3,696,928.91
		10/16/2025		AP Warrant	APS	Non-Void		\$1,111.07	\$3,695,817.84
		10/16/2025	16287	AP Warrant	9 Mile Tees	Non-Void		\$1,000.00	\$3,694,817.84
		10/16/2025	16288	AP Warrant	ACES	Non-Void		\$2,242.36	\$3,692,575.48
		10/16/2025	16289	AP Warrant	Albuquerque Publishing	Non-Void		\$51.36	\$3,692,524.12
		10/16/2025	16290	AP Warrant	Berg, Stephanie	Non-Void		\$300.00	\$3,692,224.12
		10/16/2025	16291	AP Warrant	Best Buy Business Advantage	Non-Void		\$2,170.68	\$3,690,053.44
		10/16/2025	16292	AP Warrant	BSN Sports LLC	Non-Void		\$4,259.00	\$3,685,794.44

10/16/2025	16293	AP Warrant	BYU Continuing Education	Non-Void		\$80.00	\$3,685,714.44
10/16/2025	16294	AP Warrant	Campus Specialties, Inc.	Non-Void		\$2,133.50	\$3,683,580.94
10/16/2025	16295	AP Warrant	CES	Non-Void		\$14,539.70	\$3,669,041.24
10/16/2025	16296	AP Warrant	Charter Law Office PC	Non-Void		\$129.15	\$3,668,912.09
10/16/2025	16297	AP Warrant	Clifton Larson Allen	Non-Void		\$18,726.75	\$3,650,185.34
10/16/2025	16298	AP Warrant	Rhonda Cordova	Non-Void		\$3,587.50	\$3,646,597.84
10/16/2025	16299	AP Warrant	Danfuser, Jackie	Non-Void		\$53.62	\$3,646,544.32
10/16/2025	16300	AP Warrant	Dunn-Chavez, Melanie	Non-Void		\$3,932.62	\$3,642,611.70
10/16/2025	16301	AP Warrant	Enchantment Music Therapy	Non-Void		\$120.00	\$3,642,491.70
10/16/2025	16302	AP Warrant	Healing Touch LLC	Non-Void		\$581.82	\$3,641,909.88
10/16/2025	16303	AP Warrant	Hudson, Su	Non-Void		\$28.16	\$3,641,881.72
10/16/2025	16304	AP Warrant	LSG and Associates, Inc.	Non-Void		\$75.00	\$3,641,806.72
10/16/2025	16305	AP Warrant	NIASSP	Non-Void		\$384.00	\$3,641,422.72
10/16/2025	16306	AP Warrant	National Business Furniture	Non-Void		\$937.99	\$3,640,484.73
10/16/2025	16307	AP Warrant	NIMASC	Non-Void		\$1,185.00	\$3,639,299.73
10/16/2025	16308	AP Warrant	NIMMEA Silver City	Non-Void		\$1,115.00	\$3,638,184.73
10/16/2025	16310	AP Warrant	Roll Tickets	Non-Void		\$309.35	\$3,637,875.38
10/16/2025	16311	AP Warrant	Schwall, Meredith	Non-Void		\$99.00	\$3,637,776.38
10/16/2025	16312	AP Warrant	Shamrock Supply	Non-Void		\$116.00	\$3,637,660.38
10/16/2025	16313	AP Warrant	Southwest Copy Systems - Albuquerque	Non-Void		\$347.44	\$3,637,312.94
10/16/2025	16314	AP Warrant	T-Mobile USA Inc.	Non-Void		\$100.00	\$3,637,212.94
10/16/2025	16315	AP Warrant	Technology Integration Group	Non-Void		\$538.13	\$3,636,674.81
10/16/2025	16316	AP Warrant	Tiger Medical	Non-Void		\$2,343.27	\$3,634,331.54
10/16/2025	16317	AP Warrant	Vector Solutions	Non-Void		\$2,068.50	\$3,632,263.04
10/16/2025	16318	AP Warrant	Waste Management	Non-Void		\$259.51	\$3,632,003.53
10/16/2025	7809	Cash Receipt	StuCo	Non-Void	\$46.00		\$3,632,049.53
10/16/2025	7818	Cash Receipt	SB9	Non-Void	\$8.71		\$3,632,068.24
10/16/2025	7819	Cash Receipt	HB33	Non-Void	\$17.36		\$3,632,075.60
10/17/2025	7810	Cash Receipt	Snacks	Non-Void	\$228.00		\$3,632,303.60
10/20/2025		Payroll Liability Check	IRS	Non-Void		\$30,791.63	\$3,601,511.97
10/20/2025		Payroll Liability Check	US bank	Non-Void		\$82,843.63	\$3,518,668.34
10/20/2025	7820	Cash Receipt	HB33/SB9	Non-Void	\$1,572.84		\$3,520,241.18
10/21/2025	16286	AP Warrant	Hudson, Su	Non-Void		\$748.00	\$3,519,493.18
10/21/2025	7822	Cash Receipt	USDA August 2025 - State	Non-Void	\$10,442.05		\$3,529,935.23
10/22/2025	7811	Cash Receipt	Snacks	Non-Void	\$303.00		\$3,530,238.23
10/24/2025	7812	Cash Receipt	General/Snacks	Non-Void	\$353.00		\$3,530,591.23
10/27/2025	16319	AP Warrant	Amazon.com	Non-Void		\$240.96	\$3,530,350.27
10/27/2025	16320	AP Warrant	Quadrant	Non-Void		\$258.36	\$3,530,091.91
10/27/2025	7813	Cash Receipt	Bamboo 2025	Non-Void	\$3,575.00		\$3,533,666.91
10/28/2025	7814	Cash Receipt	General/Snacks/Bamboo	Non-Void	\$311.98		\$3,533,978.89
10/29/2025	16321	AP Warrant	ABCWUA	Non-Void		\$2,469.61	\$3,531,509.28
10/29/2025	16322	AP Warrant	APS Fine Arts	Non-Void		\$55.00	\$3,531,454.28
10/29/2025	16323	AP Warrant	City of Albuquerque - South Broadway Cultural Center	Non-Void		\$2,388.75	\$3,529,065.53

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10/29/2025	16324	AP Warrant	Rhonda Cordova	Non-Void		\$3,587.50	\$3,525,478.03
10/29/2025	16325	AP Warrant	Danfelfer, Jackie	Non-Void		\$718.91	\$3,524,759.12
10/29/2025	16326	AP Warrant	Dion's Pizza	Non-Void		\$123.15	\$3,524,635.97
10/29/2025	16327	AP Warrant	EdClub Inc	Non-Void		\$724.01	\$3,523,911.96
10/29/2025	16328	AP Warrant	Facilitron	Non-Void		\$300.00	\$3,523,611.96
10/29/2025	16329	AP Warrant	Gonzales, Taylor	Non-Void		\$36.00	\$3,523,575.96
10/29/2025	16330	AP Warrant	Harris School Solutions	Non-Void		\$16,390.58	\$3,507,185.38
10/29/2025	16331	AP Warrant	Hudson, Su	Non-Void		\$151.78	\$3,507,033.60
10/29/2025	16332	AP Warrant	JC's New York Pizza	Non-Void		\$273.60	\$3,506,760.00
10/29/2025	16333	AP Warrant	MacGill	Non-Void		\$357.00	\$3,506,403.00
10/29/2025	16334	AP Warrant	Michael's Stores Inc.	Non-Void		\$130.21	\$3,506,272.79
10/29/2025	16335	AP Warrant	Music Travel Consultants	Non-Void		\$282.49	\$3,505,990.30
10/29/2025	16336	AP Warrant	Nemeth, Kaliyan	Non-Void		\$59.22	\$3,505,931.08
10/29/2025	16337	AP Warrant	NM Gas Company	Non-Void		\$163.07	\$3,505,768.01
10/29/2025	16338	AP Warrant	OuiSi Inc.	Non-Void		\$189.98	\$3,505,578.03
10/29/2025	16339	AP Warrant	PNM	Non-Void		\$3,718.97	\$3,501,859.06
10/29/2025	16340	AP Warrant	Prime Time Publishing/New Mexico Kids!	Non-Void		\$729.73	\$3,501,129.33
10/29/2025	16341	AP Warrant	Schwall, Meredith	Non-Void		\$26.04	\$3,501,103.29
10/29/2025	16342	AP Warrant	Shamrock Supply	Non-Void		\$2,150.00	\$3,498,953.29
10/29/2025	16343	AP Warrant	Solution Tree	Non-Void		\$1,420.00	\$3,497,533.29
10/29/2025	16344	AP Warrant	Southwest Copy Systems	Non-Void		\$725.02	\$3,496,808.27
10/29/2025	16345	AP Warrant	T-Mobile USA Inc.	Non-Void		\$100.00	\$3,496,708.27
10/29/2025	16346	AP Warrant	Labatt Food Service	Non-Void		\$5,823.48	\$3,490,884.79
10/30/2025	16347	AP Warrant	9 Mile Tees	Non-Void		\$2,890.00	\$3,487,994.79
10/30/2025	16348	AP Warrant	Danfelfer, Jackie	Non-Void		\$291.10	\$3,487,703.69
10/30/2025	16349	AP Warrant	J.W. Pepper	Non-Void		\$682.80	\$3,487,020.89
10/30/2025	16350	AP Warrant	Labatt Food Service	Non-Void		\$5,858.65	\$3,481,162.24
10/30/2025	7823	Cash Receipt	Snacks/StuCo	Non-Void	\$119.00		\$3,481,281.24
10/31/2025	00066245	Journal Entry	Void Prior year check #16081 for Naomi Montoya	Non-Void	\$57.64		\$3,481,338.88
10/31/2025	7815	Cash Receipt	PayPal October 2025	Non-Void	\$8,877.48		\$3,490,216.36
10/31/2025	7821	Cash Receipt	Interest October 2025	Non-Void	\$256.65		\$3,490,473.01
10/31/2025			Ending Balance				\$3,490,473.01
Sub Total					\$482,389.08		\$501,848.02
Grand Total					\$482,389.08		\$501,848.02

Public Academy for Performing Arts

Issued and Closed POs Report

Accounting Cycle: FY2026; PO Type: [All]; Vendor: [All]; Purchase Order: [All]; Account Expression: ([Fund] >= "1,000"); Include Tax and Shipping: No; Include Closed POs: Yes; Show Detail: No; Created On: 11/17/2025 11:11:46 AM

PO Number	Type	Vendor Name	Date Issued	Status	Days Outstanding	PO Amount	Involved Amount	Unencumbered Amount	Remaining Encumbrance
2025-003-3	Dollar	APS	7/9/2025	Closed		\$250,000.00	\$129,652.38	\$250,000.00	\$0.00
2025-031	Dollar	ACES	7/1/2024	Issued	504	\$10,313.02	\$1,485.76	\$1,485.76	\$8,827.26
2025-625	Regular	National Hispanic Cultural Center	5/19/2025	Issued	182	\$7,212.50	\$0.00	\$0.00	\$7,212.50
2026-009-1	Regular	Amazon.com	7/8/2025	Closed		\$5,795.46	\$5,795.46	\$5,795.46	\$0.00
2026-014	Regular	PowerSchool Group, LLC	7/1/2025	Closed		\$6,733.36	\$6,733.36	\$6,733.36	\$0.00
2026-016-2	Dollar	APS	9/1/2025	Issued	77	\$427,989.49	\$1,111.07	\$1,111.07	\$426,878.42
2026-017	Dollar	PNM	7/1/2025	Issued	139	\$45,000.00	\$16,970.38	\$16,970.38	\$28,029.62
2026-018	Dollar	ABCWUA	7/1/2025	Issued	139	\$38,000.00	\$13,156.31	\$13,156.31	\$24,843.69
2026-019	Dollar	NM Gas Company	7/1/2025	Issued	139	\$20,000.00	\$517.52	\$517.52	\$19,482.48
2026-022	Dollar	Charter Law Office PC	7/1/2025	Issued	139	\$6,000.00	\$3,624.27	\$3,624.27	\$2,375.73
2026-023-1	Dollar	Harris School Solutions	7/1/2025	Issued	139	\$17,000.00	\$16,390.58	\$16,390.58	\$609.42
2026-024-1	Dollar	Clifton Larson Allen	7/1/2025	Issued	139	\$30,000.00	\$18,726.75	\$18,726.75	\$11,273.25
2026-025	Dollar	CNM	7/1/2025	Issued	139	\$8,000.00	\$0.00	\$0.00	\$8,000.00
2026-026	Regular	Rhonda Cordova	7/1/2025	Issued	139	\$86,100.00	\$32,287.50	\$28,700.00	\$57,400.00
2026-030	Dollar	CES	7/1/2025	Issued	139	\$123,923.52	\$28,104.08	\$28,104.08	\$95,819.44
2026-031-1	Dollar	ACES	7/1/2025	Issued	139	\$25,000.00	\$1,806.68	\$1,806.68	\$23,193.32
2026-032	Dollar	ACES	7/1/2025	Closed		\$9,628.69	\$0.00	\$9,628.69	\$0.00
2026-032-1	Dollar	ACES	7/1/2025	Issued	139	\$9,628.69	\$2,502.27	\$2,502.27	\$7,126.42
2026-034	Dollar	Southwest Copy Systems	7/1/2025	Issued	139	\$11,100.00	\$2,900.08	\$2,900.08	\$8,199.92
2026-042	Dollar	Labatt Food Service	7/1/2025	Issued	139	\$176,000.00	\$43,688.50	\$39,193.53	\$136,806.47
2026-048	Dollar	BYU Continuing Education	7/1/2025	Issued	139	\$5,000.00	\$80.00	\$80.00	\$4,920.00
2026-053	Regular	IXL	7/1/2025	Closed		\$7,207.50	\$7,207.50	\$7,207.50	\$0.00
2026-057	Regular	Guide Care Inc Alongside	7/1/2025	Closed		\$5,050.00	\$5,050.00	\$5,050.00	\$0.00
2026-058-1	Regular	NMPSIA	7/9/2025	Closed		\$98,191.00	\$98,191.00	\$98,191.00	\$0.00
2026-062	Regular	Apple Education Sales	7/14/2025	Closed		\$15,616.00	\$15,616.00	\$15,616.00	\$0.00
2026-080-1	Dollar	Apodaca, Robert	8/6/2025	Issued	104	\$21,525.00	\$0.00	\$0.00	\$21,525.00
2026-082	Dollar	Dunn-Chavez, Melanie	8/6/2025	Issued	108	\$25,184.25	\$13,764.16	\$8,707.94	\$16,476.31
2026-084	Regular	School Outfitters	8/6/2025	Closed		\$9,215.03	\$9,215.03	\$9,215.03	\$0.00
2026-103	Regular	Ghost Ranch Education and Retreat	8/18/2025	Closed		\$7,697.50	\$4,458.75	\$7,697.50	\$0.00
2026-174-1	Regular	Solution Tree	9/26/2025	Issued	52	\$7,641.38	\$1,420.00	\$1,420.00	\$6,221.38
2026-214	Regular	Lowe's	10/17/2025	Issued	31	\$10,201.08	\$0.00	\$0.00	\$10,201.08
2026-218	Regular	NextGen Furniture	10/20/2025	Issued	28	\$7,755.00	\$7,755.00	\$0.00	\$7,755.00
2026-241	Regular	Apple Education Sales	10/24/2025	Issued	24	\$17,268.00	\$0.00	\$0.00	\$17,268.00
2026-242	Regular	B&H Photo Video	10/27/2025	Issued	21	\$6,233.87	\$0.00	\$0.00	\$6,233.87

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Public Academy for Performing Arts (PAPA)

Request for Proposals (RFP)

School Nutrition Program Food Procurement – Fixed Price

I. Introduction

Public Academy for Performing Arts (PAPA), a New Mexico public charter school, is soliciting sealed proposals from qualified vendors to provide food products for the school's breakfast and lunch program. Items include, but are not limited to: fresh produce, dairy products, and meat products.

Vendors may submit proposals for any or all categories of items. Awards may be made by category to multiple vendors. Local vendors are preferred but not required.

II. General Information

- Issuing Agency: Public Academy for Performing Arts (PAPA)
- Contact Person: Rhonda Cordova-Macias, Business Manager,
rhondacordova1000@outlook.com
- RFP Release Date: September 15, 2025
- Deadline for Submission of Proposals: October 15, 2025
- Submission Address: 11800 Princess Jeanne Ave. NE, Albuquerque, NM 87112 or
rhondacordova1000@outlook.com
- Proposal Review Date: October 16, 2025 (Prior to PAPA GC meeting – on site – at 5:00pm)

III. Scope of Work

Vendors shall provide firm fixed pricing for food products that meet the following categories:

- Produce: fresh fruits and vegetables
- Dairy: milk, cheese, yogurt, eggs, etc.
- Meat: beef, chicken, turkey, pork, fish
- Grains: bread, rice, pasta, tortillas, cereals

Requirements:

1. All food must meet USDA, state, and local school nutrition program standards.
2. Vendors must comply with the Buy American Provision (7 CFR 210.21).
3. Delivery schedules shall align with PAPA's nutrition program needs (frequency, days, and

times to be coordinated after award).

4. Substitutions must be pre-approved by PAPA.

IV. Proposal Submission Requirements

Proposals must include:

1. Company Information – name, address, contact person, phone, email.
2. Product Categories & Fixed Price List – detailed firm pricing for each proposed category.
3. Delivery Terms & Schedules – including minimum orders, lead times, and delivery capabilities.
4. References – at least two school or institutional clients.
5. Signed Certifications:
 - Debarment/Suspension Certificate
 - Buy American Certification
 - USDA Civil Rights Compliance Assurance

V. Contract Terms

- Contract Period: November 1, 2025 – June 30, 2026, with a one-year renewal option
- Type of Contract: Firm Fixed Price only
- Price Adjustments: May only occur under a clearly defined adjustment clause tied to a standard index (e.g., CPI) if specified in advance.
- Documentation: Vendor must maintain all records for at least three years after final payment.
- Equal Opportunity: Vendors must comply with federal and state nondiscrimination laws.

VI. Evaluation Criteria

Proposals will be evaluated based on the following weighted criteria:

1. Price – primary factor (at least 50%)
2. Quality of Products
3. Availability and Reliability of Delivery
4. Service and Responsiveness
5. Preference for Local Vendors (if applicable)

VII. Additional Information

- PAPA reserves the right to accept or reject any or all proposals.
- Contracts will be awarded to the most advantageous vendor(s) with price as the primary factor.
- Any conflicts of interest, gratuities, or violations of procurement code of conduct may result in disqualification.

VIII. Civil Rights Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, PAPA is prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation. This institution is an equal opportunity provider.

Section 1

Company Information

A brief history and philosophy of the company

Labatt is a broad-line distributor to the food-away-from-home market industry, and is known within the industry as a fast-growth, high-energy company that continually innovates to bring ever-better service to its customers. A privately held company, Labatt Food Service and its antecedent companies have operated in the food business in San Antonio since 1910. Labatt currently has just over 1,600 employees and has grown from \$8 million in sales in 1981, to \$1.5 billion currently. Labatt's growth in foodservice distribution has led it to be recognized as one of America's fast growing distributors.

It is Labatt's priority to provide quality products to Public Academy for Performing Arts (PAPA) at the highest level of service possible. Labatt's objective and its reputation are in forming long-term partnership/relationships with premier high quality national brand manufacturers. Labatt provides 100% national branded products, and therefore is the only distributor among the "Top 50" foodservice broadliners in the Nation to do zero distributor labels/branding. Labatt rarely changes manufacturers, and if a manufacturer is changed, there's no hiding behind the same labeled box, with the same logo, yet different product within as is prevalent with distributor controlled brands. Therefore, any manufacturer changes with Labatt are completely transparent, which means highly consistent quality for our customer's menus.

Labatt is a company known in the distribution industry as highly innovative, technology-driven, and committed to superior customer service, quantitative measurement, and high quality product. Labatt is committed to grow, to remain independent and be highly competitive. Our company's stated mission is to stay in business, provide jobs, and be a resource in building the communities where we do business.

By positioning ourselves to buy only from national brand manufacturers, we are able to form partnerships with those manufacturers to approach the market. In other words, our objective is to buy the product of those high-quality manufacturers better than anyone else in the market. Labatt has long-term strategic alliances with many key manufacturers such as Heinz, Tyson, Sara Lee, and Schwan's Foods, to name a few.

With a commitment to set items as detailed in the CES RFP Market Basket, velocity on those items can be tracked, providing opportunities for manufacturer deviated and contract pricing, hence driving down total cost of goods. A complete understanding of total volume, delivery requirements, average invoice totals, and total case counts per delivery allows Labatt to lower its number one expense, transportation, which in turn provides a successful long-term buying program for PAPA.

Personnel resources

Labatt has developed an in-house team managed by Satjeet Pierson – Albuquerque Branch Manager. The local sales representative is Michelle Archuleta, who will be PAPA's first point of contact. Labatt also has a dedicated customer service representative assigned who will be available to confirm orders, address any credits or any other needs. The Labatt Team assigned to PAPA will monitor customer satisfaction, communicate any initiatives to the manufacturing

community, and gain understanding of fluctuations in demand of special upcoming needs. The contact information for PAPA's support team is as follows:

Contact Information			
<u>Name</u>	<u>Email</u>	<u>Phone #</u>	<u>Department/Title</u>
Satjeet Pierson	sperson@labattfood.com	(505) 831-1411 Ext. 7646	Albuquerque Branch Manager
Michelle Owens	mowens@labattfood.com	(505) 307-6943	Sales Representative, PAPA first point of contact
Dani Rollason	drollason@labattfood.com	(505) 831-1411 Ext. 7660	Customer Service Representative, <i>Available Monday – Friday 7:00a.m – 5:00pm</i>
Help Desk		(877) 324-3243	Technical Support <i>Available Monday – Friday 7:00a.m – 5:00pm</i>

Satjeet Pierson has been with Labatt for over 16 years, and has industry experience of over 27 years respectively. She started in the foodservice industry working as a food broker, providing local representation for numerous manufacturers like Tyson Foods, Sara Lee, Nestle and Kellogg's. Her career at ISA Brokerage provided in-depth experience in multiple departments such as Customer Service, Bids, Marketing and Sales. In 2006 she moved into distribution, starting out as a Category Development Manager for Zanios Foods. Her path quickly evolved into managing multiple departments such as Customer Service, Contract Compliance, Bids for Schools and Non-Profit Institutions, and Marketing.

Currently, Satjeet is the Albuquerque Branch Manager for Labatt and oversees, manages and consults with regional and national chain customers, schools and government institutions, as well as large single-unit operations. Her experience and passion for the industry have helped her form strong and lasting relationships with both the manufacturing community and our customers.

With a background in nutrition, Michelle Archuleta brings extensive knowledge and experience to our team. Michelle started out as a Nutrition Educator for Albuquerque Schools and, having been a Teacher, understands how to assist School Food Service Directors with nutritional needs that meet requirements. She started with Labatt in 2015 and has developed strong partnerships with many different Districts across our State. She's helped enhance menus by bringing in Manufacturers to source new and exciting products, which in turn helps increase participation. Currently she manages 15 different Districts for Labatt, which includes PAPA.

Additionally, Labatt offers a team of trainers who are ready and available to offer assistance in menu planning, meal preparation, HACCP training, and training sessions on how to handle food safely. Labatt can schedule training sessions PAPA personnel as needed.

Physical plant

Labatt operates from distribution facilities in New Mexico and Texas; **Albuquerque (205,000 square feet)**, San Antonio (443,323 square feet), Houston (202,176 square feet), Dallas (240,156 square feet), and Lubbock (400,000 square feet). Currently about 165 employees work out of the Labatt Albuquerque distribution center. This facility will warehouse and supply the various products needed for PAPA and is located at:

221 Airport Drive, NW
Albuquerque, NM 87121

Labatt is committed to excellence in warehousing and distribution. Labatt currently utilizes the services of NSF International to ensure compliance with regulatory agencies. NSF International is a third party inspection company for food quality and safety regulation compliance. Labatt Albuquerque's scores from NSF International are consistently excellent with a current ranking of 97%.

Additional Information

Labatt is a company known in the distribution industry as highly innovative, technology-driven, and committed to superior customer service, quantitative measurement, and high quality product. A third-generation privately-held company, Labatt is committed to grow and to remain independent and highly competitive. The company's stated mission is to stay in business, provide jobs, and be a resource in building the communities where we do business. Labatt representatives have served on the boards of over twenty major non-profits and community-service agencies and organizations.

Labatt stands for service excellence and the development of new data services for our customers. Through the best people, products, and service we create value for our customers. We believe in forming long term relationships with premier customers. We seek to play a consultative role — to take the mystery out of the economics of distribution, to lower the customer's total procurement costs, and to grow our customer's business. We commit ourselves to continuous improvement in our drive to consistently exceed customer expectations.

Section 2

Product Categories & Fixed Pricing

Product Specialist Teams

Labatt Food Service offers a knowledgeable sales support staff and in-house category specialists, who are available to answer technical product questions, furnish product samples, schedule manufacturer meetings, provide training, and offer assistance on product lines. Each of our category specialists work with our sales representatives to provide our Schools with the highest level of expertise in their respective product category. Our unique in-house team is supported directly by our manufacturer community, which provides our customers the highest level of support in the industry. Services & Information Available:

- Product Presentations and Sampling
- Competitive Product Cuttings
- Setup of School – Manufacturer Promotions
- Marketing and Sales Promotion Materials
- Product Quality Solutions
- Point-of-Sale Material
- Nutritional Analysis Fact Sheets
- Product Knowledge Training Seminars
- Menu and Recipe Suggestions

Utilizing our in-house product specialists along with the manufacturer/broker community, Labatt can assist in the introduction of new whole grain products, new guidelines and can assist in creating tight item specifications for new items added to PAPA market basket by comparing items from competing manufacturers to ensure the quality of each item is held to the highest standards.

Fresh Produce Team

The Labatt produce department provides several services and resources to our Schools. Some of these services include one-on-one consultations with our Produce Specialist – Adrian Banuelos, and educational materials that inform our customers about efficient ways to stage their coolers, ways to identify quality issues such as temperature and produce handling abuse, and how to best plan their menus. Adrian has worked with School directors and kitchen staff to create affordable menu options that allow Schools to maximize funding, and for students to receive better produce selection and variety in their meals. Labatt has brought in a variety of exotic fruits and vegetables for Schools as part of individualized monthly menus for the Fresh Fruit and Vegetable Program. Whether it is by creating efficiencies in the kitchen, utilizing items that are in peak season to build menus, or through sharing knowledge about the Federal Fresh Fruit and Vegetable Grant Program, our goal is to be a valuable partner and resource for our customers.

Buying grower-direct leads to volume discounts, shorter time spent in storage, lower transportation costs, and a better overall value for PAPA. Our dedicated produce team receives, inspects and properly rotates produce on a daily basis. We pride ourselves on turning our

produce rooms 3 times per week, which ensures you will always get the freshest, highest quality produce.

Direct Source Meats (DSM) Team

Should the need arise, it is important that PAPA note that Labatt is the only distributor in New Mexico with a fully integrated meat processing facility on property. Our facility is USDA inspected and our qualified staff members are dedicated to exceeding industry standards for quality and food safety, offering the best products as well as the ability to develop signature meat items for PAPA. Additionally, DSM has a state of the art cook plant equipped with a spiral freezer, x-ray machine, and hygienic air system. The DSM cook plant offers both a smokehouse and steam house to produce safe, high quality protein items. Current authentic ready-to-eat items such as barbacoa, picadillo, carne guisada, smoked brisket and tamales are available, as well as custom products needed for Schools.

Child Nutrition Labels & Product Analysis Sheets

Labatt has a complete online database containing listings of Child Nutrition (CN) labels and Product Analysis sheets, which are currently available to PAPA. This provides up-to-date, accurate information readily available to each campus as needed, without any delays.

Pricing

Attached is the current Cooperative Educational Services (CES) product listing with pricing for the contract period of June 30th, 2025 through June 29th, 2026. Also attached is a copy of this year's extension letter. CES will go out to bid in 2026. If awarded, Labatt will provide the update pricing for the next contract period.

For many years Labatt has partnered with School Districts across the State of New Mexico. As such, we have come to know our District's needs, we know the expectations and we understand the quality, consistency and reliability our Districts require. We at Labatt value this partnership and hope we continue to be the most effective, low cost provider of high quality products for our Schools for many years to come.

Labatt Food Service will warehouse and supply the various items required by our School Districts. Labatt is committed to nationally known brand merchandise, which will provide verifiable consistency in the quality of products purchased. Labatt will adhere to the specifications as dictated by CES RFP and will deliver only those products specified or approved by PAPA.



February 4, 2025

EXTENSION OF CONTRACT
made by and between
COOPERATIVE EDUCATIONAL SERVICES
And
Labatt New Mexico

Contract:

2020-30N-C101-ALL- Student & Senior Nutrition Program - Food and Non-Food Items

This contract's initial four (5) year term commenced on June 30, 2020, and expires on June 30, 2025. Cooperative Educational Services hereby wishes to extend this contract for one (1) additional year expiring on June 29, 2026. Upon signature of an authorized officer of the above-named firm, the contract is thereby renewed. This renewal shall be subject to the same Terms and Conditions contained in the original Request for Proposal documents, subsequent contract changes, and/or updates.

PRICE ADJUSTMENTS

A written request to CES for a price adjustment to this contract must be in accordance with the stated RFP terms, conditions and stipulations agreed upon at the time of the contract award. The request to adjust pricing shall include all justification documentation for consideration of approval. Upon CES approval, the documents shall be placed in the procurement file. The price adjustments shall apply to all CES Members and Participating Entities. CES reserves the right to approve or disapprove such requests.

Agreed effective the above date:

Cooperative Educational Services

David Chavez
Printed Name

By: David Chavez
Title: Executive Director

Satjeet Pierson

Printed Name

Signed by:

By: Satjeet Pierson
153B04D5111C48D...

Title: Albuquerque Branch Manager

Date: 4/7/2025

If you do not wish to renew this Contract, please sign below and return this agreement.

Terminate: We wish to terminate this Contract effective 06/30/25

Authorized Signature

Date

Printed Name

Title

22

Section 3

Delivery Terms & Schedules

Labatt's strategy is to be "Home of the Best" – the most professional representatives, carrying the highest quality products, and offering the most innovative technology services. Our product strategy completely differentiates us from other distributors in the industry. While Labatt's national brands are of high quality, an even more important benefit to the customer is that a national brand label represents consistent quality, whereas a "private" label is a mystery as to its origin.

Delivery Requirements

Labatt Food Service will provide deliveries to PAPA on the designated delivery days and time windows established between PAPA and Labatt management. Labatt will work with PAPA should any additional delivery locations be needed.

Delivery on days other than those assigned such as Holidays, will be routed as close to the usual time window as possible. Labatt will work directly with PAPA to ensure that any off-day deliveries are minimal and delivery times are worked into routes as close to the set delivery windows as possible.

Labatt's Distribution Technology

Labatt tracks invoice detail daily, and measures the cases shipped versus errors that arise on the actual delivery. Labatt has a customized system for tracking all cases shipped so that any error can be traced back to receiving, selecting, loading and shipping, allowing us to identify and correct errors should they occur.

Labatt has invested in innovative Radio Frequency (RF) bar-coding and Voice Selection technology for all its distribution centers, which has significantly decreased operational errors. Receiving, inventory control, and inventory rotation are fully integrated in all Labatt warehouses through a comprehensive RF warehouse management system fully written by Labatt personnel.

On-Board Computer System (OBC)

Labatt's groups of internal analysts and programmers have collaborated to create an end-to-end vehicle monitoring and tracking system. It has always been Labatt's strategic focus to use technology in a targeted manner. It is not technology alone that provides superior service but rather the effective incorporation of technology into a highly customized and orchestrated delivery process.

On the customer and sales side, Labatt has worked intensively to create a robust, web-based order-tracking system known as "Where's My Truck". Both customers and sales representatives can enter our system to see the whereabouts of particular trucks, superimposed upon the latest Google maps. This includes up-to-the-minute estimates on truck arrival times. The system uses modern mapping software to make highly accurate drive time estimates, and estimates delivery times using an algorithm that rates each driver's expected unload times according to an individual throughput rate. The system allows representatives to set up custom alerts to be sent via text message or automated phone call when problems arise

or shortly prior to truck arrival. Additionally, the OBC system provides many benefits to the driver including a reduction of paperwork, the ability to more effectively manage itineraries, and the automation of Department of Transportation (DOT) logs, all encapsulated into an ergonomic design.

Process for handling errors, etc.

Deliveries:

Upon arrival PAPA, our drivers will present legible carbonless three part invoices that detail the products ordered, shipped and delivered. Labatt drivers will make adjustments for exceptions on delivery invoices at the time of delivery. Any marked exceptions will become an "instant credit". A corrected invoice will be processed and the necessary adjustments will be made to the amount due. As such, a credit memo is provided for all instant credits.

Labatt posts all accounting information including credits and imaged invoices to the web by 12:00 noon the following day for immediate, efficient account verification and reconciliation.

Instant credits:

At the time of delivery, if a product is received that was not ordered; the item should be refused and returned. The driver will note the return on the invoice by placing the letter "R" by the item number. Should any product be shorted, the driver will mark an "S" by the item. If there is damage to any product, the driver will mark the invoice with a letter "D". These codes are written in the driver column (left side) of the invoice. All driver marks are then initialed by the customer. All product ordered and delivered correctly should be accepted in full. These will be considered instant credits, and the case price will be deducted from the invoice. All returns at time of delivery will be recorded on the electronic invoices, and "instant credit" will be issued. No credit memo will be mailed. These credits are available generally next day on the Labatt website for customer verification.

After delivery:

Product returned after delivery shall be in the original shipping container, undamaged and saleable. Items will be picked up if there is concealed damage, unnoticed loading error or mis-pull.

Additionally all product returns shall follow the time parameters:

- Perishables – To be returned on delivery (some examples of perishables are fluid dairy, yogurt, fresh fruits and vegetables, fresh meats, etc.)
- Frozen – Returned within 7 days of possession
- Dry Grocery – Returned within 15 days of possession

An authorized PAPA representative will contact either the Labatt sales representative or the customer service representative to arrange for a pick-up. From the information provided, a pick-up slip will be generated which will authorize the delivery driver to return the item.

A receipt will be given for any product returned. To ensure proper credit, the customer will confirm the accuracy of the return slip, and verify that the driver has signed the receipt. A credit memo is issued upon receipt and inspection at our warehouse.

Guarantee of product availability

It has and continues to be, Labatt's priority to provide products to PAPA at the highest level of service possible. We strive to accomplish this by being proactive and providing our purchasing department with as much prior information as feasible. Forecasted demands and calendared demands help provide the detail needed in order to ensure product is received at PAPA and ready to serve in conjunction with your School's menu.

Before School is back in session, the assigned Labatt sales representative meets with each district and reviews all opening orders on or before July 15th. In addition to the opening orders, we review the quantities needed for each menu application for the first three weeks and enter that data into the Labatt forecasting system. Typically quantities are needed by July 22nd, or a minimum of three weeks prior to the first day of School. For cycle menus, the sales representative meets with the district to review and adjust based on quantity ordered versus quantity needed. If the menu will change, then Labatt reviews each upcoming menu with the School and enters the quantity needed for all items three to four weeks prior to serving.

By providing Labatt with menus and quantities ahead of time, the assigned sales representative is able to forecast that information allowing our purchasing department the ability to buy the correct quantities needed. There are two methods our sales representatives utilize for loading forecasted data into the Labatt purchasing system:

Average Weekly Movement (AWM) – This is the estimated weekly demand for items with consistent weekly or every-other-week movement. The Labatt forecasting system calculates an estimated average weekly movement based on history. The sales representative can manually override (or enter) this historical average based on outside influences such as:

- Menu changes
- New items for the School
- Demand that has significantly increased or decreased

Calendar Sheet – This is a known future irregular increase in need, or a demand over and above the average weekly movement. Calendar sheets are entered if:

- Items are ordered only every 3 weeks or greater
- A promotional event
- Catering events/special events such as Holiday lunches, etc.

For Calendars, the sales representative enters the number of cases over the existing estimated AWM needed, and the date on which it will be shipped to the customer. The exact quantity is

displayed on the Labatt buyer's screen and the order quantity is received in our warehouse about one week prior to the expected delivery date.

Every effort is made to prepare for the needs of our Schools. With open lines of communication and early notification on menu changes, holiday lunches, new items, etc., Labatt is able to provide our Schools with the right products, at the right time.

Timely processing of orders

Labatt provides a web-based, online ordering platform for our customers with access to our full product catalog providing a wide variety of products to meet any and all needs as set forth by PAPA. Once a user id and password is established, users will have access to submit orders, view product specification sheets (food allergies & ingredient statements), run reports, look at digital invoice images, and shop our catalog for any items as needed. Once each order is submitted, the user will receive an immediate order confirmation enabling the user to review detailed information including quantity reserved and any exceptions. Additionally, customer service is available through online web system and via telephone for any inquiries.

Access levels & waiting for approval option

Currently, PAPA has a variety of options for placing orders in the Labatt online ordering system. PAPA may allow their cafeteria manager(s) to place their orders and send them directly to Labatt. Another option is to send the orders to a district director, or some other authority who can audit the orders before sending them directly to Labatt.

The School director or authorized person sets the security controls for each specific employee based on their job duties or responsibilities. Many districts display a restricted order guide of only approved items for cafeteria managers. Managers in charge of catering may have access to all items if desired. Again, PAPA management decides the security levels.

Online Tools

Labatt has developed software solutions that can streamline the Accounts Payable process for PAPA. Labatt scans electronic images of all signed invoices after delivery. PAPA can access invoice images via the web. This allows your accounting personnel to reconcile and pay invoices without collecting original paper invoices from each delivery location. Additionally, Labatt maintains specific general ledger information for each purchased item, which can print on the invoice by line item. We can also create customized subtotals on our invoices based on PAPA's needs.

All Labatt sales representatives are trained on the online ordering system and can/and have conducted individual training sessions at the district locations. If needed, a group training session may be held at any time at a PAPA location of choice. Since the system is web-based, the only hardware requirement is a computer with access to the web.

Accounting Integration

Labatt has built files to feed invoice information broken down by general ledger categories directly into our customer's accounting systems. We have developed solutions for over fifteen accounting systems which include MAS 200, MAS 90, Peachtree, and Great Plains. For example, one Labatt customer with over 80 units was able to save \$100,000 annually by eliminating manual keypunching work for 20 workers in their accounting staff. Labatt is committed to working with PAPA to customize, automate, and streamline the accounts payable process.

Reporting

Labatt will furnish customized velocity and sales reports to PAPA on a monthly basis. Labatt's reporting database holds a 6-year history and can be sorted and queried as needed (by campus, by item, by month, by quarter, or any specified time frame). These customized reports can be submitted on excel spreadsheets via paper, email, or via the web if needed.

Labatt is committed to utilizing our data processing department to customize and deliver purchasing information (reports) to PAPA via the web. Labatt programmers have a great deal of experience in this area to go along with excellent web reporting tools that allow instantaneous access of information from the Labatt corporate computers. Labatt offers PAPA access to all of its own purchasing data through our web-based customer interface.

Section 4

References

Contacts and References

Below is a listing of New Mexico public and privately held schools currently serviced by Labatt. Additionally we have provided letters of recommendations from the following:

- Taos Municipal Schools
- Santa Fe School for the Deaf

School District	# of Delivery Sites	School District	# of Delivery Sites
BIE SCHOOLS	35	MELROSE SCHOOLS	2
SANTA FE PUBLIC SCHOOLS	30	MOUNTAINAIR PUBLIC SCHOOLS	2
CLOVIS MUNICIPAL SCHOOLS	26	ROSWELL SCHOOLS	2
GRANTS-CIBOLA SCHOOLS	19	CORONA PUBLIC SCHOOLS	1
LAS CRUCES PUBLIC SCHOOLS	17	DES MOINES PUBLIC SCHOOLS	1
GALLUP MCKINLEY SCHOOLS	14	DZIL DITL'OOI SCHOOL	1
ESPANOLA SCHOOLS	13	ELIDA SCHOOLS	1
BELEN CONSOLIDATED SCHOOLS	10	GRADY SCHOOLS	1
BERNALILLO PUBLIC SCHOOLS	9	HAGERMAN MUNICIPAL SCHOOLS	1
TAOS MUNICIPAL SCHOOLS	9	HOLY CROSS SCHOOL NEW MEXICO	1
HATCH SCHOOLS	7	HONDO VALLEY PUBLIC SCHOOLS	1
MORIARTY MUNICIPAL SCHOOLS	7	J. PAUL TAYLOR ACADEMY	1
BLOOMFIELD MUNICIPAL SCHOOLS	6	LOS ALAMOS SCHOOL	1
HOBBS MUNICIPAL SCHOOLS	5	MAGDALENA MUNICIPAL SCHOOLS	1
PORTALES MUNICIPAL SCHOOLS	5	MAXWELL MUNICIPAL SCHOOLS	1
MORA HEAD START	3	MESCALERO APACHE SCHOOLS	1
MORA INDEPENDENT SCHOOLS	3	NAVAJO PREPARATORY SCHOOL	1
NM SCHOOL FOR THE DEAF	3	PUBLIC ACADEMY FOR PERFORMING	1
PENASCO INDEPENDENT SCHOOLS	3	QUEMADO ISD # 2	1
QUESTA ISD	3	REHOBOTH CHRISTIAN SCHOOL	1
T OR C MUNICIPAL SCHOOLS	3	RESERVE SCHOOLS	1
ZUNI SCHOOLS	3	SANTA FE INDIAN SCHOOL	1
ALBUQUERQUE PUBLIC SCHOOLS	2	TATUM MUNICIPAL SCHOOLS	1
ARTESIA PUBLIC SCHOOLS	2	TEXICO MUNICIPAL SCHOOLS	1
CARLSBAD MUNICIPAL SCHOOL	2	THE GREAT ACADEMY	1
CHAMA VALLEY SCHOOLS	2	TIERRA ENCANTADA CHARTER	1
DEXTER CONSOLIDATED	2	TOHAJILEE COMM SCHOOLS	1
DORA CONSOLIDATED SCHOOLS	2	VAUGHN MUNICIPAL SCHOOL	1
ESTANCIA MUNICIPAL SCHOOLS	2	WEST LAS VEGAS SCHOOLS	1
LORDSBURG SCHOOLS	2	WESTERN NEW MEXICO UNIVERSITY	1
LOS LUNAS PUBLIC SCHOOLS	2	YOUTHWORKS SANTA FE	1
Total New Mexico School Delivery Sites 299			

TAOS MUNICIPAL SCHOOLS

310 Camino De La Placita, Taos NM 87571
Phone(s): (575) 758 – 5200 | (575) 758 – 5202 | Fax: (575) 758 – 5250

BOARD OF EDUCATION

Mark Flores II, President
Cynthia Spray, Vice President
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Keith King, Member



SUPERINTENDENT
Dr. Antonio Layton Jr.

October 6, 2025

Michelle Archuleta
Labatt Food Service
P.O. Box 27730
Albuquerque, NM 87125

Dear Ms. Archuleta

On behalf of the Taos Municipal Schools Student Nutrition Food Services Department, I am writing this letter of recommendation for Labatt Food Service Company.

Labatt Food Service Company has provided the Taos Municipal School District with excellent food service performance for numerous years under the RFP Price Agreement for food and non-food products.

Services and goods provided by Labatt Food Service Company have exceeded the Taos Municipal Schools standards and expectations.

Ms. Michelle Archuleta has gone over and beyond to ensure that our food and non-food program orders are filled as ordered and that substitutions are carefully reviewed for comparable products and pricing similarities. During the pandemic, Ms. Archuleta has met with us weekly to ensure that Taos Municipal Schools' purchasing needs are 100% acceptable. Ms. Archuleta has provided price increase statements from manufacturers and follows up to ensure that price increases are discussed at every weekly meeting. The depth of knowledge and professionalism that Ms. Archuleta displays has made the Taos Municipal Schools food operation run more effective and efficient. The Food Service Program is grateful for the dedication and initiative that Ms. Archuleta provides.

Delivery drivers have been very cooperative and accommodating to the kitchen staff. Deliveries are coordinated to meet the Taos Municipal Schools staffing schedules and on special holidays, Ms. Archuleta works with our schedule to provide delivery schedule changes that meet our delivery needs.

Given our extensive experience with Labatt Food Service Company from the school sector side, we are happy to recommend Labatt Food Service Company as a professional food and non-food service supplier.

Please do not hesitate to contact me if you have additional questions, christina.duran@taosschools.org



October 13, 2025

Michelle Archuleta
Labatt Food Service
221 Airport Dr Nw
Albuquerque, NM 87121

To whom it may concern,

I am writing to highly recommend Labatt Foodservice. I have been ordering food from them for nearly 10 years. Their customer service has always been exceptional. Our rep is responsive and readily available to help with questions, issues, suggestions, and needs for problem solving that may arise. Their fill rates are very good. If they are out of a product, there are immediate efforts to get the product to me ASAP or develop a plan for substitution. At times, if need be, our rep or local staff will deliver a product to me personally. I appreciate that they do not re-brand items; the brand you order, from their broad variety of products and manufacturers, is the brand you get. If we ever receive damaged product, they are prompt to replace or credit. Their online systems are user friendly and reliable.

I am grateful for my longstanding relationship with Labatt. Feel free to contact me with any further questions at laurie.allocca@nmsd.k12.nm.us.

Kindly,

Laurie Allocca
NMSD Nutrition Services Manager

Laurie.allocca@nmsd.k12.nm.us

505-476-6347

Section 5

Signed Certifications

The below certifications were listed in the RFP, however copies were not provided. As such, all requested certifications will be reviewed and signed once Labatt is awarded the RFP:

- Debarment/Suspension Certificate
- Buy American Certification
- USDA Civil Rights Compliance Assurance

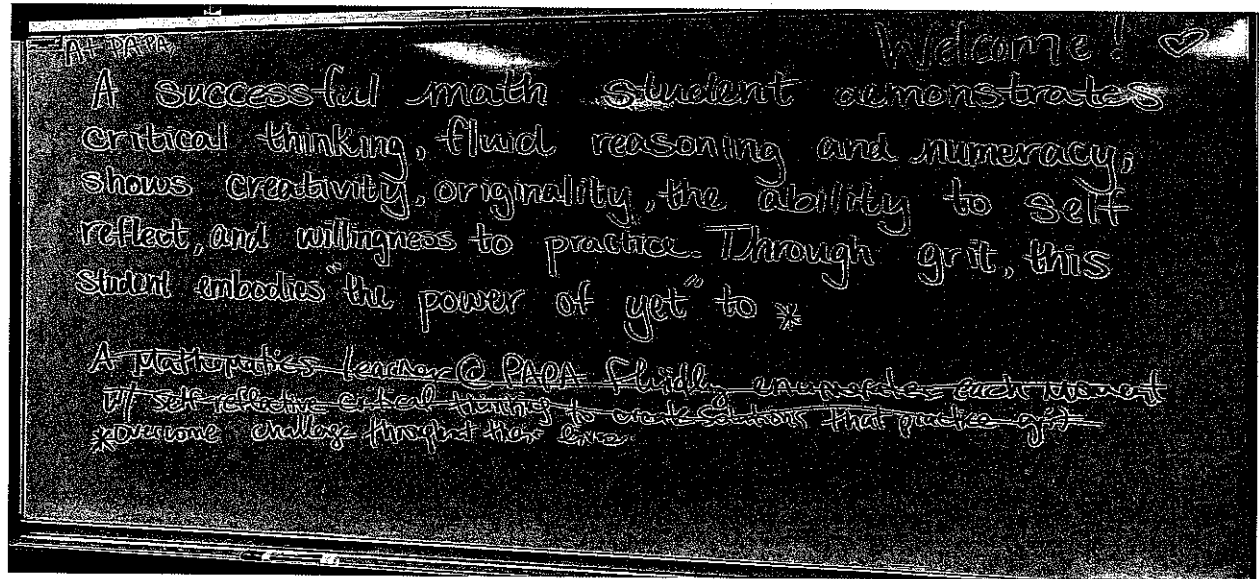


November 2025 Director Report

Enrollment: Total Students 432

Grade 6:71 Grade 7:76 Grade 8:78 Grade 9: 61 Grade 10:49 Grade 11:56 Grade 12:41

Training: Solution Tree Mathematics Cory Bennett November 11, 2025



Facilities:

Water Bottle refill water fountains installed and working. Filters placed in water fountains in main hallways= NO MORE BROWN WATER! ☺ Thank you, APS Environmental Manager Andrew Board, APS electricians, and HB Henderson Plumbers.

PTSO Update: Thank you PTSO for sponsoring staff prizes for in-service days, funding the PAPA PAWsitivity awards, lunch for staff, Senior sweet treat at Senior Check-out, Coffee & Donuts for New Student Orientation, and classroom projects. They will be selling flowers at the Spring Dance Show and Senior Showcase as a fundraiser.



Solution Tree
Public Academy for Performing Arts
November 11, 2025 Interactive Agenda
 with Cory Bennett

Learning Outcomes

- We can work efficiently and effectively as a mathematics collaborative team to grow our learning and the learning of our students.
- We can develop common understandings of learning outcomes in mathematics
- We can grow our instructional practices for teaching rigorous mathematics and developing mathematical reasoning.

Things to Bring: Computer, access to curricular materials, something to write with

TIME	AGENDA	LINKS
7:45-8:45	Welcome, introductions, and opening activity Professional Learning Communities -PLC Big Ideas	Slides for Notes Materials & Handout (linked individually below) Four Critical Questions Pathways
8:45-9:30	Profile of a mathematics student Knowing your mathematical Vision, Values, Goals	NCTM Mathematics Beliefs
9:30-9:40	Break	
9:40-10:40	Leveraging Discourse -Questioning stems -Chalk Talks	Question stems Sentence frames for discourse Maximizing Profits
10:40-10:50	Break	
10:50-12:30	Leveraging Discourse Continued -Reasoning Talk Planning -Reasoning Talk sharing	Reasoning Talk resources Reasoning Talk Planning Guide
12:30-1:00	Thanksgiving Lunch	
1:00-2:00	Designing learning with rigor -The role of Essential Standards -Depth of Knowledge -DOK textbook/resource analysis	Which does not belong Essential Standards Chart 2.4 Unwrapping standards Protocol DOK guide
2:00-2:10	Break	
2:10-3:00	Planning for Intervention -Assessing current practices -Examining Tier 1 and Tier 2 structures -Acceleration vs. Remediation Team Reflection & Action Planning	Team Questions when planning Tier 1 & 2 Team questions to avoid/consider High quality Tier 1 & 2 Rubric Protocol for Planning Tier 1 & 2 Instruction Physical Environment Considerations
3:00-3:15	Closing Reflection & Evaluation	Evaluation link

**Figure E.1: Sample Questions to Answer
as a Team When Planning for Tier 1 and Tier 2 Instruction**

Tier 1	Tier 2
• What essential standards are students learning in the next unit? • What content have students learned in the last unit, earlier this year, or last year that we can connect to the learning in this unit? • How will we intentionally connect prior knowledge to current learning throughout the unit? • What is the mathematical rigor (conceptual understanding, application, and procedural fluency) needed for students to learn the full rigor of the essential standards? • What mathematical tasks will we use in class? • How will we emphasize mathematical language and student-to-student discourse during the lessons? • How will we differentiate learning during lessons (using high-level tasks and small groups)? • How will we gather evidence of student learning during lessons and instructionally respond?	• What common misconceptions or mistakes are students making, as evidenced from their work on common assessments or daily formative assessments? • How will we collectively respond to common misconceptions or mistakes students are making? What is a meaningful extension for students, if needed? • What strategies have students learned that we might want to use again to help them make connections when re-engaging them in learning? • How might we use the concrete, representational, abstract (CRA) framework to re-engage students in learning? • What strategies and models should we use as part of our team intervention? • What conceptual understanding may we need to revisit with students to make connections to the essential standards not yet learned?

Figure 1.1: High-Quality Tier 1 and Tier 2 Mathematics Strategies Rubric

High-Quality Tier 1 and Tier 2 Mathematics Strategies	Description of Level 1	Requirements of the Indicator Are Not Present	Limited Requirements of the Indicator Are Present	Substantially Meets the Requirements of the Indicator	Fully Achieves the Requirements of the Indicator	Description of Level 4
1. High-Quality Tier 1 Instruction	- Teachers individually plan each mathematics unit. Instruction covers many standards, and teachers often determine lessons using a textbook or outside resource. - Each teacher responds to Tier 1 student learning themselves. Some may continue teaching without planning for differentiation or intervention during best, first core instruction.	1	2	3	4	- Teacher team collaboratively plans each mathematics unit. Instruction is focused on essential learning standards. - Teacher team plans for learning of grade-level essential standards, differentiation, small groups, and time to respond to student learning collectively using data from common mid-unit assessments.
2. A Culture of Learning	Teachers assume students see themselves as part of the learning community. Some students work well together, and others do not. Teachers expect students to behave, interact, and learn from one another but may not intentionally teach students those routines.	1	2	3	4	- Teacher team implements strategies so students see themselves as valuable contributors to a community of learners. - Teacher team discusses how to clarify behavior and academic expectations and considers how to arrange the classroom to promote students learning from one another.
3. Mathematics Foundations	- Teachers may teach students below grade level and address all prior knowledge from many grades. - Teachers focus instruction on procedural fluency without conceptual understanding, and problem solving is often done with the teacher leading the discussion.	1	2	3	4	- Teacher team plans for grade-level learning of essential standards and identifies the connected prior knowledge to address. - Teacher team also develops student number sense, conceptual understanding, procedural fluency, and student problem-solving skills.
4. Student Engagement	- Teachers have inconsistent routines and expectations. - Teachers each determine the mathematical language students need to communicate and vary in how the language is taught, if at all. - Students may not know how to learn through discourse with peers. - Teachers have different student reflection and goal-setting tools or do not yet have such tools.	1	2	3	4	- Teacher team identifies effective instructional routines. - Teacher team teaches the mathematical language students need for communicating. - Teacher team ensures students learn from one another through meaningful discourse. - Teacher team creates reflection and goal-setting tools for students to track and reflect on their learning.
5. High-Quality Tier 2 Intervention	- Additional time is not clearly allocated for teachers across the team to re-engage students in learning. - Intervention varies by teacher. Some teachers may only use progress-monitoring data (not common assessments) to create Tier 2 student groups. - Teachers may send students to an interventionist or only use computer programs with minimal to no live instruction as an intervention approach. - Teachers design interventions and extensions for their own students.	1	2	3	4	- Additional time is clearly allocated for teacher teams to re-engage their students in learning essential standards or prior knowledge standards. - Teacher team uses data from common assessments to frequently and flexibly create targeted interventions and extensions and shuffle students, as needed, for that learning. - Tier 2 involves some form of live instruction. - Teacher team monitors the effectiveness of its Tier 2 student groups. - Students monitor their learning growth.

Performing Arts Events

ALL EVENTS ARE FREE

NOV
20

MODERN BAND

6:00pm
St. Johns United
Methodist Church

DEC
02

PIANO CONCERT

6:00pm
Los Altos Church

DEC
04

CHOIR CONCERT

6:00pm
NM International
School

DEC
05

GUITAR CONCERT

6:00pm
St Michael & All Angels
Episcopal Church

DEC
08

BAND CONCERT

6:00pm
Jackson Middle School

DEC
09

BEGINNING BAND CONCERT

3:30pm
PAPA Choir Room

DEC
10

BEGINNING ORCHESTRA CONCERT

3:30pm
PAPA Choir Room

DEC
11

ORCHESTRA CONCERT

6:00pm
TBD



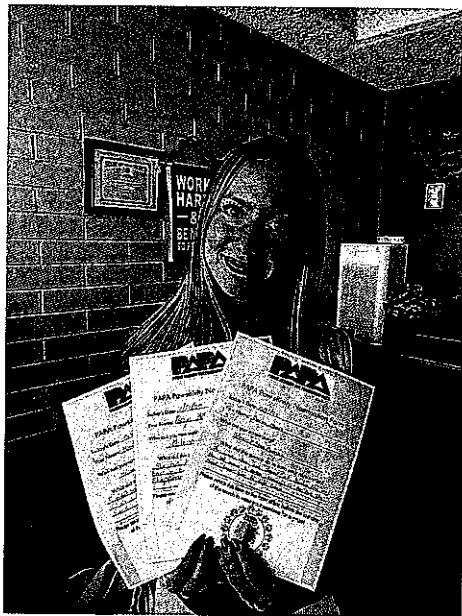
Community Involvement:

November 2nd 8am-2pm, Volunteers and staff met to work on the outdoor performance space

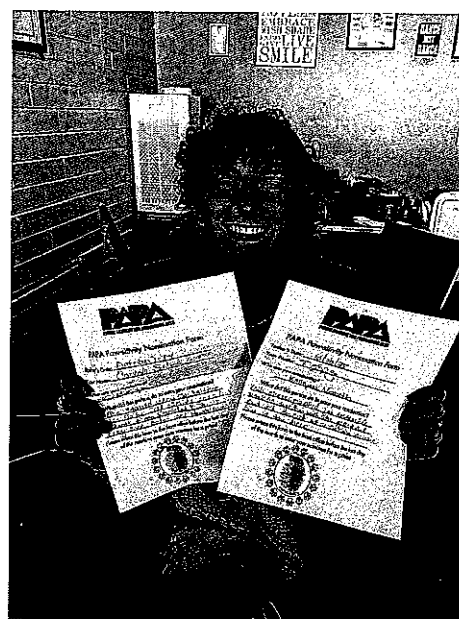
November 20th- PAPA Thanksgiving Lunch parents invited

Survey sent to parents for calendar feedback in creation of calendar SY 26/27

October Pawsitivity Winners:



Helena Milligan Mondragon



Kallyiann Nemeth

Senior Moments 2026:

I am thankful for my PAPA because it gives me a place to learn, grow, and discover who I am. Every day I have the chance to explore new ideas, challenge myself, and connect with teachers and friends who support me. My school helps me build confidence and prepares me for the future, not just through academics but also through the arts. I'm grateful for the opportunities it gives me to express myself, try new things, and become a better version of myself each day.

It gives me the opportunity to express myself through my preferred art, and most people are understanding of each other. This community is unique because we are so close-knit and I'm thankful for the teachers here who help me when I'm in need of help, and the opportunities that are given to me by Mrs. Walker. Without her guidance, I'd be lost in entering college and unprepared for the future. This school is interesting in its ways but there are many memories made here and I'm thankful for making them here as well.



PUBLIC ACADEMY FOR PERFORMING ARTS

2026 LEGISLATIVE SESSION CAPITAL OUTLAY REQUEST

Performing Arts Equipment Purchase

\$500,000 to plan, design, construct, purchase, equip, renovate and purchase a portable stage, sound equipment, performance lights, portable seating, a security system and computer upgrades for the Public Academy for Performing Arts located in Albuquerque, in Bernalillo county. **LCS ID: 215**

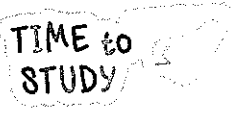
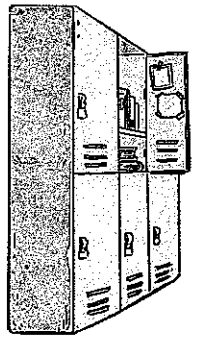
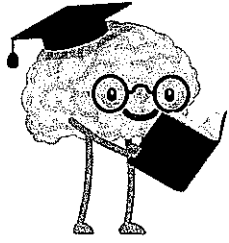
The Public Academy for Performing Arts is a performing arts school without a performing arts space!

PAPA is a
public school
in ABQ.

For more information, contact:

Robert Apodaca (Consultant)
505-412-1057 | advisory.rma@gmail.com

Tamara Lopez (Executive Director)
505-830-3128 | tlopez@paparts.org

12/15 Monday	12/16 Tuesday	12/17 Wednesday	12/18 Thursday	12/19 Friday
1st Period 8:00-8:49am 2nd Period 8:53-9:40 3rd Period 9:44-10:31 4th Period 10:35-11:22 "A" Lunch 11:26-11:56 am 5th Period 11:56-12:43 5th Period 11:26-12:13 "B" Lunch 12:13-12:43 6th Period 12:47-1:34 7th Period 1:38-2:25  Hot Cocoa Social 2:29-3:19 pm "The Bad and the Ugly" MS Cafe' Studio/ HS Choir Room Study Skills Class 3:22-4:16	 TIME to STUDY 1st Period Exam 8:00-9:30 am 3rd Period Exam 9:34-11:04 "A" Lunch 11:08-11:38 pm 5th Final 11:40-1:10 pm 5th Period Final 11:08-12:38 pm "B" Lunch 12:38-1:10 7th Period Final 1:14-2:44 pm 6th Period Locker Clean Out & School Clean Up 2:46-3:18 Wait to be called: Study Skills Class 3:22-4:16 	2nd Period Exam 8:00-9:30 am 4th Period Exam 9:34-11:04 6th Final 11:08-12:38 1st Period 12:41 Chromebook Return (Must turn in for system updates)  Lunch for All 1 pm No Early Pick Up before 1 pm. Sign Out students in front office for early dismissal after 1pm. Only if finals are complete and Chromebook returned. Students not picked up report to Cafe' for study hall and community clean up. Regular Dismissal 3:18 pm	Final Exam Extended Time: If your student requires extra time to complete final exams, they must come to school this day and report to the cafe'. (If your student has completed finals and turned in all material they are not required to attend) Senior Showcase Panel Whole Group Share Dec 18th 8 am- 11 am Choir Building	In-Service Day No School for Students Senior Showcase Panel Jan 6th 9-11 am School Resumes January 7th, 2025 Class of 2026 Graduation May 8th @ 6pm 

NOTE: 8th-period Final Exam December 8-12th during class

8th Period will not meet the week of December 15th-December 18th

Study Skills will meet Monday & Tuesday Only

School dismissal time is 3:18 pm

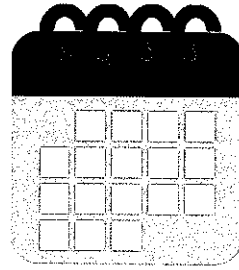
Exam Preparation Timeline



TWO WEEKS BEFORE EXAMS

Find out what you need to know.

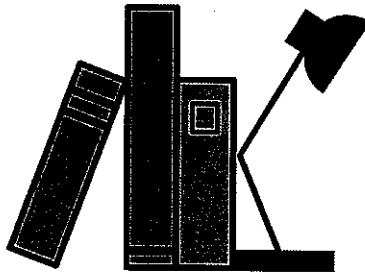
Make a list of all of the units/chapters covered in each class and the big concepts you need to know. Review past quizzes and tests to identify areas you don't understand. Meet with your teacher or tutor to get help if needed!



ONE WEEK BEFORE EXAMS

Create a study schedule.

Estimate how many hours you'll need to re-read assigned texts, review notes, make flashcards, do practice problems and outline essay questions. Then plan out in your calendar when you'll spend time studying.



DAYS BEFORE THE EXAM

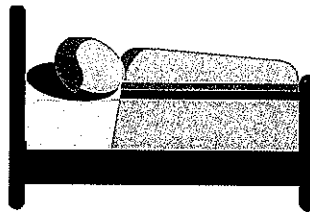
Study, study, study!

Now is the time to really **focus**. Create flashcards for key terms, dates and names you'll need to know. Go over past tests and quizzes. Make a practice exam and exchange it with a friend. Turn your phone off and stay off of social media so you can concentrate.

DAY BEFORE THE EXAM

Final studying and self-care.

Review all of your flash cards again and study any remaining material you need to. But don't stay up all night! Get a good night's sleep to prepare for the day ahead.



DAY OF THE EXAM

Relax and take the exam.

Eat a good breakfast and drink plenty of water. Do deep breathing and meditation to stay as calm as possible. Think positive thoughts. During the exam, pace yourself and don't rush. You've got this!





Public Academy for Performing Arts Quarter 1 Celebration Letter

Dear PAPA Families,

As we close the first quarter of the school year, I want to take a moment to celebrate the incredible progress, hard work, and community spirit that make the Public Academy for Performing Arts such a special place.

Our teachers have been working diligently to strengthen both academic and artistic learning. During early release collaboration time, teachers have been focused on:

- **Arts Integration:** Exploring ways to meaningfully connect the arts to academic learning.
- **Math and Science Collaboration:** Streamlining how we teach and reinforce key math skills.
- **Language Arts and History Collaboration:** Building student writing skills through strategies like RACE—Restate, Answer, Cite, and Explain—emphasizing supporting details and citing evidence.
- **Performing Arts Collaboration:** Preparing our seniors for their Senior Showcase and planning for this week's **Honor Concert**.

The **Honor Concert** is a cherished PAPA tradition—an in-school community event where each arts department selects one group to perform for their peers. This experience builds our sense of community and highlights our dual mission: **college preparation and performing arts excellence**. Students gain valuable performance experience, and audiences learn to support and appreciate the hard work that goes into the arts. Please note that we will not interrupt performances to call students for early pick-up. Attendance at the Honor Concert is an important part of your student's experience and a reflection of our shared values as a performing arts community. **October 31st, we will not release students between 12:45 and 3:18. Thank you for your understanding and assistance in building our community of excellence in the performing arts.**

As we reflect on this quarter, there is so much to celebrate:

- **27 students achieved perfect attendance**—a remarkable accomplishment.
- **55% of students earned Honor Roll** (all A's and B's). While grades are not the only measure of success, they reflect students' persistence, responsibility, and readiness for the rigors of college-level learning.



- Our annual **BamBOO** carnival raised over **\$7,000** to support clubs and organizations.
- Students continue to represent PAPA in the community through outstanding performances:
 - Theatre at the Albuquerque Museum
 - Dancers performing with Friends of Dance at UNM
 - Masterclass with the renowned B-Girl Rokafella
 - Flamenco students at the UNM Hispanic Heritage Celebration
 - 18 students performing in our first Lunchtime Spotlight performance of the year
 - Choir at the Balloon Museum and the Governor's Fall Festival
 - Band at the Albuquerque Garden Center's Glow and Stroll event

We also celebrate students who demonstrate kindness, respect, and commitment to our school culture:

- Two students each month are recognized for **acts of kindness**—nominated by staff and peers.
- **96.7% of students had no discipline referrals** in Quarter 1, showing a strong culture of responsibility and engagement.

We also recognize that learning is a process. Students who struggled during the first quarter are meeting with staff to develop improvement plans. Our goal is to ensure every student finishes the semester strong—academically, artistically, and personally.

PAPA is an amazing place to come to school, to grow, to learn, to rehearse, and of course—to perform. Thank you for being part of our mission and for all you do behind the scenes to support your student and our school community.

We look forward to sharing more celebrations with you at our upcoming winter concerts. Watch for details about performances, final exams, and other important end-of-semester events soon.

In Partnership,
Tamara Lopez
Executive Director

NUMBER	TOPIC	POLICY ITEM	ACTION STEPS	PERSON RESPONSIBLE	OUTCOMES	TIMELINE	MONITOR/EVALUATION	RESULTS REPORTED TO WHOM	Complete/In Progress
PAPA shall utilize a coordinated school health approach to join 6 - 12 education and health to promote the success and health of students and staff. Eight components are addressed in the Wellness Plan.									
SECTION 1									
WELLNESS POLICY									
1.1	Wellness Policy Requirements	PAPA's Wellness Policy and Plan meets the requirements outlined in NMAC 6.12.6.8, Federal 7 C.F.R. 210 and 220 (National School Lunch and Breakfast Programs, respectively). Note: PAPA does not have a breakfast program.	Annually review guidelines, adjust program as necessary.	Assistant Director	Ensure compliance with federal and state statute	Annually, fall	Triannually, PED	Assistant Director	In progress
1.2	School Health Advisory Council	PAPA will establish a School Health Advisory Council (SHAC) which: is comprised of administration, health staff, food service staff, parents, students, and community members; meets regularly (at least twice each year) to develop, revise, implement and evaluate the wellness plan; and, make wellness policy recommendations to the Governing Council.	Recruit members yearly in August (current list of members on sheet 3 labeled SHAC members)	Assistant Director	Ensure SHAC has balanced participation	Annually, fall	Ongoing	Assistant Director	Complete
1.3	Point of Contact	PAPA's Assistant Director is the point of contact for the Wellness Policy and Plan.	Review plan, meet with health and wellness team, SAC/SHAC team to make updates	Assistant Director	n/a	n/a	n/a	n/a	Complete
1.4	Publication	PAPA's Wellness Policy and Plan is available for review on PAPA's website (www.paparts.org)	Post plan to website	Assistant Director	Post on website	Annually, fall	Ongoing	Assistant Director	In progress
1.5	Review	PAPA will review the Wellness Policy and Plan annually to determine effectiveness of programs, ensure compliance federal and state guidelines, and determine need for change.	Create and review policy and plan	Assistant Director	Revise/complete annual wellness plan	Tri-annually, beginning 2023	Ongoing	SHAC/GC	In progress

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SECTION 2									
NUTRITION									
2.1	Meals and fundraisers Guidelines	PAPA's meals and fundraisers follow standards and guidelines pursuant to Federal guidelines and NMAC 6.12.5.8	Create menus according to federal food guidelines. Publish PAPA guidelines for fundraisers that meet Smart Snack regulations. Salad bar is available to students daily. Menus are communicated via daily announcements and PAPA website.	Food Service Coordinator	Create and publish fundraising guidelines	Monthly - menus, annually -fundraising guidelines	Ongoing, spot checks for fundraisers	Food Service Coordinator, Director	Complete
2.2	Compliance Guidelines	PAPA complies with standards for all foods and beverages provided, but not sold, to students during the school day.	PTSO and PAPA parents most often provide food during the school day. Parents are encouraged to bring healthy foods, limit sugary sodas and snacks, and in grades where food allergies are a concern, parents have been notified not to bring snacks with peanuts. Notification to parents regarding classroom snacks	Food Service Coordinator	Create and send email, announcement to parents regarding healthy snacks in classrooms	Annually, fall	Spot checks in classrooms	Food Service Coord., Director	Complete
2.3	Fundraisers Guidelines	PAPA has procedures in place to document fundraisers and ensure there are no more than allowed if they do not meet competitive food standards (no more than 2x/semester, not during lunch or in cafe). All fundraisers must be approved by Director.	Fundraiser form completed by sponsor and submitted for approval by Director	Director	Running document of fundraisers and monitor those that violate regulations	Ongoing	Form	Director	Complete
2.4	Marketing and Advertising Guidelines	PAPA allows marketing or advertising of only those foods or beverages that meet the Smart Snacks nutrition standards.	Remove vending machines that violate Smart Snack guidelines.	Health Assistant	Vending machines modified	Annually, fall	Ongoing	Food Service Coord., Director	Complete
2.5	Requirements Guidelines	PAPA meets or exceeds local, state and federal nutrition requirements and/or USDA nutrition standards.	PAPA's menus exceed nutritional standards and PAPA offers a salad bar daily to students and staff.	Food Service Coordinator	Continue to offer high quality meals	Ongoing	Ongoing	Food Service Coord., Director	Complete
2.6	Water Guidelines	Free drinking water is available to students in the PAPA Café and served during meals.	PAPA's Café has water fountains, each wing of the building has water fountains, and students are encouraged to bring water bottles during the day.	Director	Continue to provide water during meals, in Café and in halls.	Ongoing	Ongoing	Director	Complete
2.7	Nutrition Education Guidelines	PAPA will provide nutrition education activities that align with the New Mexico Health Education Content Standards and Benchmarks and Performance Standards as set forth in 6.29.6 NMAC.	PAPA requires high school students to take and pass a Health class in order to graduate. Nutrition is a required component of this course.	Health Teacher	Continue to require a nutrition component in the mandatory Health class.	Ongoing	Ongoing	Director	Complete
2.8	Nutrition Promotion Guidelines	PAPA establishes specific goals for nutrition promotion and education that promotes student wellness and consider evidence-based strategies in determining these goals.	PAPA is a performing arts school and is dedicated to the physical and emotional health of students. Dance teachers regularly discuss the importance of nutrition and activity to improve health.	Director	Continue to promote health and wellness in Dance classes.	Ongoing	Ongoing	Director	Complete

2.9	Assurance	Assurance that PAPA adheres to requirements possible food allergies in schools.	PAPA's 504 Coordinator, Health Assistant and Food Service Coordinator collaborate to meet needs of individual students with food allergies.	Director	Assurances sent to PED	Annually, fall	N/A	Director	Complete
SECTION 3									
QUALITY PHYSICAL ACTIVITY									
3.1	Physical Activity Guidelines	PAPA has guidelines created to provide physical activity opportunities before, during and after school (6.12.6.8.D3 NMAC)	PAPA offers 20 dance classes during the day and one after traditional school hours. Students are encouraged to participate in independent dance companies and athletics at other schools. Students are permitted and encouraged to use the soccer field, basketball courts, and grassy areas for physical activity before school, after school and during lunch. Middle school students are encouraged to take a dance class and high school students must take a dance class (counts as PE requirement) in order to graduate. There is a 4 minute passing period that serves as a break for students.	Director	Continue to offer a variety of dance classes and support physical activity outside of school hours.	Ongoing	Ongoing	Director	Complete
3.2	Health Education	Physical activity is included as a health education topic (6.29.9 NMAC) in PAPA's high school Health class.	Persuade to NM Content Standards and Benchmarks, physical activity is a component of the required health course.	Health Teacher	Ensure physical activity is a component in health class.	Annually, fall	Annually, fall	Assistant Director	Complete
3.3	Recess	Elementary schools provide daily recess for all students.	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3.4	Assurance	Assurance that PAPA is restricted from withholding physical activity from students as a form of punishment.	Restorative justice is most often used when disciplining a student. If students are punished with lunch detention, they are given community beautification.	Director	Assurances sent to PED	Annually, fall	N/A	Director	Complete
3.5	Active Transport	PAPA encourages walking, biking, and skating (skateboarding) as transportation modes to and from school.	PAPA is a commuter school where the vast majority of students are driven to and from school. Check the number and condition of bike rack and identify students who live within 2 miles of the school.	Assistant Director	Increase the number of students who walk or bike to school if they live within 2 miles of PAPA.	Annually, fall	Twice annually, fall and spring	Director	Complete
3.5	Goals for physical activity	PAPA-specific goals for physical activity that promote student wellness and consider evidence-based strategies in determining these goals.	PAPA offers 20 dance classes during the day and one after traditional school hours. Students are encouraged to participate in independent dance companies and athletics at other schools. Students are permitted and encouraged to use the soccer field, basketball courts, and grassy areas for physical activity before, after and during lunch. Middle school students are encouraged to take a dance class and high school students must take a dance class (counts as PE requirement) in order to graduate. There is a 4 minute passing period that serves as a break for students.	Assistant Director	Continue to offer a variety of dance classes to meet the interests and needs of students to fulfill PE requirements at middle school and high school levels.	Annually, fall	Ongoing	Director	Complete
SECTION 4									
HEALTH EDUCATION CONTENT STANDARDS AND BENCHMARKS									

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4.1	Health Education	PAPA follows the Health Education content standards with benchmarks and performance standards (6.29.1 NMAC)	PAPA requires high school students to take and pass a Health class in order to graduate. Nutrition is a required component of this course.	Health Teacher	Continue to require a nutrition component in the mandatory Health class.	Ongoing	Assistant Director	Complete
4.2	Required Health Course	PAPA requires student to earn 1/2 credit of Health Education in high school as a graduation requirement.	PAPA requires high school students to take and pass a Health class in order to graduate. Nutrition is a required component of this course.	Health Teacher	Continue to require a nutrition component in the mandatory Health class.	Ongoing	Assistant Director	Complete
4.3	Sexuality opt out	Schools apply PED's "opt out" policy, regarding sexuality component of health education curriculum.	PAPA currently has a parent permission form that allows students to opt out of the sexuality components of health class.	Health Teacher	Continue to offer opt out as an option.	Ongoing	Assistant Director	Complete
4.4	HIV Assurance	PAPA provided assurance that HIV instruction is provided (6.12.2.10 NMAC)	HIV prevention is part of the NMPED standards for Health Education and is taught in Health class.	Health Teacher	Continue to require a HIV prevention component in the mandatory Health class.	Ongoing	Assistant Director	Complete
4.5	Lifesaving Skills	Lifesaving skills including psychomotor CPR, Automated External Defibrillator (AED) and Heimlich maneuver is included in PAPA's Health Education courses.	PAPA uses the American Heart Association's "CPR in Schools" Training Kit. It has a video for students to follow along for hands-only CPR, mannequins for practice, and use of AED. Life saving is addressed in the textbook and in classroom activities/assignments.	Health Teacher	Continue to require a life saving skills component in the mandatory Health class.	Ongoing	Assistant Director	Complete
SECTION 5								
PHYSICAL EDUCATION REQUIREMENT								
5.1	Sequential Curriculum	PAPA's Wellness Policy includes a planned, sequential and developmentally appropriate K-12 physical education curriculum (6.29.1 NMAC Primary and Secondary education standards for Excellence General Provision) aligned to the Content Standards with Benchmarks and Performance Standards.	PAPA's dance classes count toward a PE credit. Each type of dance has beginning, intermediate and advanced sections to meet student needs.	Assistant Director	Continue to offer sequential dance classes that satisfy PE credit/requirement.	Ongoing	Director	Complete
5.2	Adapted PE	Adapted PE	PAPA accommodates instruction as necessary for students who have disabilities.	504 Coordinator Special Education Coordinator	Provide accommodations as necessary.	Ongoing	Director	Complete
5.3	PE Graduation Requirement	PAPA requires students to earn 1 credit of PE in order to graduate.	Students must enroll in and pass 1 credit of dance in order to graduate.	Assistant Director	Continue to require dance as a high school PE credit.	Ongoing	Director	Complete
SECTION 6								
SOCIAL AND EMOTIONAL WELL-BEING								

6.1	Wellness Policy Behavior	PAPA's Wellness policy includes a plan to address behavioral needs of all students in the educational process by focusing on students' social and emotional wellbeing (6.12.6.8.D.6 NMAC)	PAPA has a monthly social and emotional wellbeing focus and offers monthly SEL direct instruction in alignment with the monthly goals provided by a school counselor to every grade level. There are shared behavioral expectations in all classrooms and common areas. Parent/Family Advisory Councils' and students' input is considered in developing the expectations. Positive behavioral interventions and supports are included in the school's wellness policy. School-wide behavior data are analyzed and used to modify adult behavior. Positive feedback ratio is above 5:1. The school leadership team is included in the development of the PBIS expectations.	Social Worker	Increase the social and emotional competence and well-being of PAPA students in grades 6 - 12.	Ongoing	Ongoing	Special Education Coordinator	Complete
6.2	Support Services	Support Services are available to all students.	PAPA employs a full time Social Worker and has a part-time licensed School Counselor on staff.	Director	Employ social worker and/or counselor so that students are served at a ratio equal to or better than that recommended by NMPED.	Ongoing	Ongoing	Director	Complete
6.3	Child Abuse and Neglect Training	School staff members are trained in child abuse and neglect detection and reporting, per Section 22-10A-32, NMSA	PAPA staff are required to participate in annual child abuse training.	Business Assistant	100% of staff participate in training.	Annually, fall	End of Q1	Director	Complete
6.4	Substance Abuse	Schools adhere to substance abuse reporting per Section 22-5-4.4 NMSA 1978.	PAPA staff are trained to report when they suspect students under the influence or in possession of alcohol or drugs.	Assistant Director	100% of students suspected of using or possessing illegal substances will be referred to the office.	Annually, fall	Ongoing	Director	Complete
SECTION 7									
OTHER WELLNESS POLICY COMPONENTS									
7.1	Individual Health Care Plans	PAPA students with healthcare needs that may affect their school attendance and/or performance have Individualized Health Plan (IHP), which are separated from IEP but attached to the IEP or 504 based on need.	PAPA's Health Assistant, 504 Coordinator and Special Education Coordinator ensure all students with health concerns have a health plan or 504 as necessary. See Parent Student Handbook (attached).	Director	100% of students with special health needs will have a plan to address those needs.	Ongoing	Annually, fall and upon registration	Director	Complete
7.2	HIV/AIDS	PAPA complies with 6.12.2.10 NMAC in reference to students who may be diagnosed with HIV/AIDS.	PAPA ensures students who are infected with HIV/AIDS have access to education and their rights to privacy are protected.	Director	Ensure privacy for HIV infected students and staff as required by law.	Ongoing	Annually, fall	Director	Complete

7.3	Immunizations	Statement regarding statute 6.12.2.8 NMAC which makes it unlawful for any student to enroll in school unless the student is properly immunized or in the process of being properly immunized and can provide satisfactory evidence of such immunization, unless the child is properly exempted (7.5.3 NMAC). Homeless students are exempt from this rule.	PAPA's Parent Student Handbook states: "Shot records or a state form for exemption are required for each student. If a parent provides the exemption, this form must be completed each year to avoid student disenrollment."	Director	100% of students will have current immunizations or provide an exemption.	Ongoing	Annually in fall, ongoing as new students register.	Director	Complete
7.4	Self-administered Medications	PAPA's Wellness Policy includes the provision for any student in K-12, providing authorization to carry and self-administer health care practitioner prescribed asthma treatment and anaphylaxis emergency treatment medications, as well as the right to self-manage diabetes in school setting (6.12.2.9; 6.12.8 NMAC).	PAPA's Parent Student Handbook details procedures for students who are need to take medicine (self administered under supervision by staff) at school. See attached handbook.	Director	Ensure procedures are in place and followed for self administration of medicine.	Ongoing	Annually in fall, ongoing as new students register.	Director	Complete
7.5	Vision Screening	At a minimum, vision screenings are administered to student enrolled in pre-K - grade 3 (7.30.11 NMAC: Vision Screening Test Standards for Students).	A contracted nurse administers vision and hearing screenings during New Student Orientation.	Health Assistant	New students enrolling in August complete a vision screening.	Ongoing	Annually, fall	Director	Complete
SECTION 8									
STAFF WELLNESS									
8.1	Employee HIV Right to Privacy	PAPA implements a policy to ensure the right to privacy of employees infected with HIV.	Privacy rights of employees infected with HIV are protected.	Director	Develop a policy statement that ensures right to privacy for employees with HIV/AIDS.	This is why only the HR department has full access to the employees' medical information. Here is what the Employee Handbook says: 2. Separate File. The following records will be maintained in a separate file, apart from the personnel file, for each employee: a. Employment medical records; b. INS (Immigration and Naturalization) I-9 Form; c. Workers' compensation records; d. Health records; e. Drug testing records.	Annually	Director	In progress

8.2	Staff Wellness	PAPA has a plan to address staff wellness, insures equitable work environment and meets Americans with Disabilities Act, Title III (6.12.6.8.D.9 NMAC).	PAPA has bought weights and has a small track behind the school. Staff is welcomed to use equipment or track before or after school.	Assistant Director	Increase the number of staff who participate in weights and/or walking.	Ongoing	Ongoing	Assistant Director	Complete
8.3	Health Activities Advertising	PAPA provides staff with information on activities related to personal health promotion and with the opportunity for every staff member to participate.	PAPA has bought weights and has a small track behind the school. Staff is welcomed to use equipment or track before or after school.	Assistant Director	Increase the number of staff who participate in weights and/or walking. A monthly newsletter will be emailed to all staff relating to health concerns and ideas.	Ongoing	Ongoing	Assistant Director	In progress
8.4	SHAC Participation	PAPA staff are allowed to participate in the SHAC pursuant to 6.12.6.8 NMAC Section E.	Each year in August, staff are given the opportunity to participate on the SHAC Team.	Assistant Director	Ensure SHAC has balanced participation	Annually, fall	Ongoing	Assistant Director	Complete

LEASE AGREEMENT
BY AND BETWEEN

ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12
COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO
("Lessor")

And
PUBLIC ACADEMY OF PERFORMING ARTS (PAPA)
A NEW MEXICO CHARTER SCHOOL
("Lessee")

This Lease Agreement ("Lease") made November 1, 2025 between ALBUQUERQUE MUNICIPAL SCHOOL DISTRICT NO. 12, COUNTIES OF BERNALILLO AND SANDOVAL, NEW MEXICO, a political subdivision of the State of New Mexico ("Lessor" or "APS"), having an office at 6400 Uptown Blvd NE, Albuquerque, New Mexico 87110, and; Public Academy for Performing Arts ("Lessee" or "PAPA") having a mailing address at 11800 Princess Jeanne Ave. NE, Albuquerque, NM 87112.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This Lease will help establish responsibilities and procedures between the parties relating to use of facilities and specific activities which may be undertaken at the Premises site. The signatories to this Lease represent and warrant that each has authority to execute this Lease on behalf of Lessor and Lessee, respectively and bind Lessor and Lessee to the terms of this Lease.

B. LEASED PREMISES:

Lessor does hereby lease, demise and let unto to Lessee and Lessee hereby leases from Lessor, the land, more particularly described in the Exhibit "A" (the "Premises"), attached hereto and made part of this Lease, and Improvements. Lessor leases the Premises and Improvements to Lessee in "AS-IS" condition and makes no warranties or representations about the conditions of the Premises or Improvements other than expressly set forth herein.

C. TERM:

The term of this Lease shall be for five (5) years, commencing November 1, 2025 ("Commencement Date") and ending midnight October 31, 2030 ("Initial Term"). This Lease supersedes all previous Leases, MOUs or other agreements related to the PAPA occupying the APS building at 11800 Princess Jeanne Ave, between the parties pertaining to Premises.

- i) **Option.** Lessor grants Lessee three (3) additional five-year (5) year option to extend the term of this Lease, which shall be exercisable on written notice by Lessee to Lessor no later than six (6) months prior to the expiration date of this Lease. At no time shall the Lease extend past the useful life of the premises as determined by PSFA.

D. AGREEMENT

1. **Permitted Use:** Lessee may use the Premises to operate a charter school ("Permitted Use"). "Charter school" means a school organized as a charter school pursuant to the provisions of the Charter Schools Act, Chapter 22, Article 8B NMSA 1978.
 - i) **Authority for Use:** APS owns the PAPA site and acknowledges that PAPA has occupied (leased) the site since approximately July 1, 2016. APS and PAPA agree that PAPA's continued occupancy of the PAPA site, pursuant to the terms of this LEASE, is in the best interest of both parties. pursuant to NMSA 1978 §22-8B-4(F). Lessee shall be solely responsible for the cost of operating and maintaining the Premises and any Improvements, located on the Premises. The costs of operation and required maintenance that Lessee is solely responsible for are set forth in Exhibit B and include, but are not limited to, the following operating expenses:
 - Electricity
 - Natural Gas/Gas
 - Water/Sewer
 - Bottled water dispensers
 - Internet Service
 - Telephone Service
 - Custodial Services
 - Maintenance of buildings and grounds "Per Exhibit B"
 - All other utilities and other communication services
2. **Rent:** The base Rent payment to Lessor shall be the sum of the lease reimbursement grant awarded to Lessee pursuant to NMSA 1978 §22-24-4(I)(1)(b), as amended or recodified in the future. Rent is due on the 1st of the month.
 - i) **Late Payment Fee.** If Rent is not paid within ten (10) days of the due date, or if Lessee, within thirty (30) days after demand from Lessor, fails to reimburse Lessor for any expenses incurred by Lessor pursuant to the Lease, then Lessee shall pay Lessor, a late charge of ten percent (10%). This fee will not apply to delays caused or attributed to funding provided under the Public School Outlay Fund. PAPA should notify APS if such funding is not received.
 - ii) **Place of Payment of Rent.** The monthly rent shall be paid by Lessee to Lessor at PO Box 25704, Albuquerque, New Mexico 87110, Attn: General Ledger Department or to such other place or manner as Lessor may notify Lessee.
3. **Reimbursement and other Grants:** Lessee may be eligible to apply for and, if approved, receive money from the State of New Mexico for leasing facilities for charter schools and other approved uses defined therein. Lessee agrees that it will join with Lessor in applying for funds for the Premises or Improvements, and further agrees that it will use these funds when received to pay Lessor for the costs and continuing costs incurred by Lessor in making the Premises and Improvements available to Lessee.

4. **HB33 Distribution:** Lessee is entitled to distributions of funds pursuant to the Public School Buildings Act, NMSA 1978 §§22-26-1 et seq. (often referred to as "H.B. 33 funds"). It is agreed by and between the parties that because Lessee is occupying a building owned by Lessor, which building is therefore encompassed within the scope of the Lessor's six-year Capital Master Plan (CMP), and because Lessor has certain responsibilities with respect to the physical state of the facilities, that any funds received by Lessee during the time they occupy this APS facility, pursuant to the Public School Buildings Act, shall be remitted to Lessor in addition to any other payments called for under the this Lease. Such distribution of funds under Sections 22-26-1 et seq shall be remitted to Lessor in addition to any other payments called for under this Lease. Any funds required to be remitted to Lessor pursuant to this Lease shall be transmitted to Lessor within thirty (30) days of receipt of those funds by Lessee.
5. **SB9 Distribution:** Lessee is entitled to distributions of funds pursuant to the Public School Capital Improvements Act, NMSA 1978 §§22-25-1 et seq. (often referred to as "S.B. 9 funds"). Any funds received by Lessee pursuant to the Public School Capital Improvements Act shall be retained by Lessee. Lessee shall utilize these funds to maintain and repair the facilities at the Premises.
6. **Capital Improvements:** Capital Improvements are items that extend the life or improves the value of the asset. Lessor, at its own expense, shall repair/maintain Capital improvements such as the roof, foundation and the structural soundness of the exterior walls of the buildings in good repair, reasonable wear and tear excluded. Lessor reserves the right to perform the paving, exterior painting, major plumbing including sewage lines, major electrical service, technology infrastructure, major repair and/or replacement of HVAC systems, and items deemed as Lessor responsibility. The term "walls" as used herein shall not include glass or plate glass. Lessee shall immediately give Lessor written notice via FMX; <https://www.gofmx.com/> work order for needed repairs for which Lessor is responsible for, after which Lessor shall have reasonable opportunity to make the required repairs. Repair of damage caused by vandalism and graffiti is the responsibility of Lessee, unless the vandalism causes a threat to the structural soundness of the facilities.
7. **Maintenance:** Lessee shall maintain the Premises and Improvements in conformance with **Exhibit B**, attached hereto. **Exhibit B** sets forth some, but not all of the basic maintenance obligations criteria for which Lessee is responsible. Lessee shall, at its cost, during the term of the Lease: maintain the Premises in (a) good repair and condition, *reasonable wear and tear excluded*; (b) keep the Premises in a clean condition and observe all standards set forth in local statutes, ordinance, and regulations for sanitation, handling and disposal of trash and debris, safety and security against fire, theft, vandalism, personal injury and other hazards in the Premises; and (c) at the expiration or earlier termination of the Lease, surrender the Premises to Lessor in substantially the same condition as on the Commencement Date, normal wear and tear and insured casualty loss excepted.
- i) Lessee shall be responsible for all costs and expenses for:
- ii) third-party annual maintenance contract for all custodial cleaning and yearly deep cleaning

throughout the facility;

- iii) third-party annual maintenance contract for typical day-to-day plumbing maintenance and repairs; to maintain operations and proper use; and (c) everyday maintenance and common preventative maintenance work on the Premises and Improvements;
- iv) third-party annual maintenance contract for landscaping, Lessee maintains all parts of the Premises, daily landscape, and grounds surrounding the premises shall be maintained by a third-party company and shall be kept (except those tasks for which Lessor is expressly responsible hereunder) in good condition, promptly make all necessary repairs and replacements not expressly reserved for Lessor as set forth in Section D, 4, keep the parking areas, driveways and sidewalks surrounding the premises in a clean and sanitary condition, Lessee shall be responsible for snow removal of the parking lot, driveway, entryways and sidewalks;
- v) Lessee, at its own cost and expense shall pay all utility costs including, but not limited to; electrical, gas, water, sewer, trash, telephone and internet services;
- vi) third-party annual maintenance contractor to complete preventative maintenance including HVAC, plumbing and inspections. All contractors servicing property must be approved by Lessor and Lessee and be licensed and bonded. Failure to either enter into a third-party contract described in Sections 6,7 and Exhibit B, or to reimburse Lessor within 30-days if Lessee has not made payment to such contractors, shall constitute an Event of Default under this Lease;
- vii) Lessor or Lessor's representative shall have the right to inspect the Premises and Improvements at any time without notice for compliance with this Section 5 and Exhibit B, and the terms of this Lease; provided, however, Lessor or Lessor's representative shall take all reasonable steps to not interfere with any students or course of instruction occurring on the Premises. At any time, if Lessor determines that the Premises or Improvements are not being adequately maintained, Lessor shall give written notice to Lessee describing the nature of the inadequacy and desired correction. From receipt of written notice, Lessee will have 45-days to correct the inadequacy to Lessor's satisfaction. If Lessee fails to make the corrections to Lessor's satisfaction within 45-days, Lessor has the right, but not the obligation to make such correction and invoice Lessee for all costs associated with correcting the inadequately maintained Premises or Improvements. Lessee shall make payment within 30-days of invoice date, failure to do so shall be considered an Event of Default under this Lease;
- viii) If Lessee receives written notice from Lessor regarding inadequate maintenance, repair, or replacement of the Premises or Improvements more than twice during the Initial Term or any option term, Lessor may terminate the Lease;
- ix) Lessee shall not modify, alter, or renovate the Premises or Improvements without written permission from Lessor. Lessee, at its own cost and expense, may erect such shelves, bins, machinery and trade fixtures as it desires provided that (a) such items do not alter the basic character of the Premises or Improvements of which the Premises are a part; (b) such items do not overload or damage the same; (c) such items may be removed. Lessor may require

Lessee to remove any fixtures or equipment installed by Lessee in Lessor's sole discretion. Unless Lessor requires removal or Lessee removes the moveable fixtures or moveable equipment to continue operations as a charter school in another facility, all fixtures and equipment, attached to the building, installed by Lessee shall become part of, and remain on the Premises upon the termination or expiration of this Lease and become the property of Lessor. ("Moveable fixtures and moveable equipment or items that can be removed without any damage to any part of the building").

x) All signs of Lessee at the Premises shall conform with all applicable laws, rules, regulations and ordinances and shall be subject to Lessor's approval. All existing sign structure shall stay in place, but may be covered with Lessee's signage.

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

8. **Site Inspections:** The parties agree that maintenance and repair of the facilities is the responsibility of Lessee. Lessor reserves the right to inspect the Premises and Improvements at any time to verify that the facilities are being maintained at an adequate level in accordance with Paragraph 6(v) above.

9. **Site Security:** Lessee shall provide security for the Premises and Improvements and arrange for a police response in conformance with all applicable laws, rules, regulations, and ordinances. Lessor reserves the right to provide security and electronic monitoring services through Lessor's Police Department, but at no time shall Lessor be obligated to provide such services. If, in Lessee's sole and informed discretion, it deems that additional security is at any time required, then Lessee shall obtain such security at its own expense and promptly inform Lessor as to the basis of Lessee's determination.

10. **Insurance:**

i) **Lessor's Insurance.** Lessor is self-insured in compliance with the laws of the State of New Mexico applicable to state and local public bodies. Upon reasonable request by Lessee, Lessor shall provide Lessee with certificates of insurance or other such evidence of Lessor's self-insurance and such provision by Lessor shall satisfy Lessee as to Lessor's insurance obligations under this Lease. Lessor will include the Premises with all other property insured by Lessor.

- ii) **Lessee's Insurance.** Lessee shall, contemporaneously with the execution of this Lease, provide Lessor with certificates of insurance as written evidence of the insurance in force, and renewals thereof shall be delivered to Lessor at least thirty (30) days prior to the expiration of the respective policy terms. All policies shall contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, or other termination thereof. Lessee must maintain at its cost and expense:
- a) An All-Risk Insurance policy with insurance companies with an AM Best Rating of A-, VII or better covering the Premises and Improvements located thereon in an amount of one hundred (100%) percent replacement basis cost of the building with no co-insurance, and all improvements on the Premises including foundations, and with a deductible of \$50,000.00, or such lesser amount as agreed to by the Lessor in writing. This insurance shall name Lessor as additional insured; and
 - b) Comprehensive general liability insurance coverage (either primary and/or umbrella policies), which shall include personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability, in limits not less than Two Million (\$2,000,000.00) Dollars General Aggregate. This insurance shall name Lessor as an additional insured; and
 - c) Such other forms of insurance as Lessor, is required by law to provide with respect to the Premises or Improvements, including, any legally required worker's compensation insurance and disability benefits insurance.
11. **Waiver of Subrogation.** Lessor and Lessee each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to perils insured against as prescribed in this Lease which occur in, on or about the Premises, whether due to the negligence of Lessee or Lessor or their agents, employees, contractors or invitees.
12. **Indemnification.** Lessee agrees to indemnify, protect, defend and hold Lessor, its directors, officers, employees, and agents harmless from and against all claims, actions, losses, damages, costs, attorney's fees, expenses and liabilities (except those caused solely by the willful or grossly negligent acts or omissions of Lessor), arising out of the actual or alleged injury to or death of any person or loss of or damage to property in or upon the Premises and Improvements, including the property of Lessor, its board members, officers, employees, agents, invitees, licensees or others arising out of or in connection with Lessee's, or Lessee's employees, students, invitees, agents or contractors use of the Premises or Improvements. Notwithstanding the forgoing, Lessee shall not be required to indemnify Lessor for alleged injury or death resulting from Lessor's obligations to repair the Premises as set forth in this agreement. The obligations of Lessor will at all times be subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30, as amended or replaced (the "Act") as interpreted by a court of competent jurisdiction. This provision shall be limited by the Act as necessary and shall be modified, if required, to comply with the provisions of the Act. Additionally, if a court of competent jurisdiction determines that this provision or any part thereof violates Article IX, Section 12 of the New Mexico Constitution, or any other similar provision thereof, this provision or the part thereof shall be of no force and effect.

13. **Lessor's Insurance Responsibility.** Lessor shall be responsible for all claims, actions, losses, damages, costs, attorney's fees, expenses and liabilities arising out of the actual or alleged injury to or death of any person or loss of or damage to property in or upon the Premises or Improvements, arising out of or in connection with the willful or grossly negligent acts or omissions of Lessor or Lessor's employees, agents or contractors or arising from Lessor's obligations to repair the Premises as set forth in this agreement.
14. **Default and Remedies:**
- i) **Event of Default.** If any one or more of the following events shall occur and be continuing beyond the period set forth in any default notice provided to be given, an "Event" or "Events of Default" shall have occurred under this Lease:
- a) **Non-Payment.** If Lessee shall fail to pay any installment of monthly Rent or other sums due from Lessee to Lessor under this Lease within ten (10) days of its due date; or
 - b) **Non-Performance.** If Lessee shall fail to comply with any of the other terms, covenants, conditions or obligations of this Lease and such failure in compliance shall continue for thirty (30) days after delivery of notice from Lessor to Lessee specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Lessee shall not, in good faith have commenced within said thirty (30) day period to remedy such failure and continued diligently and continuously thereafter to prosecute the same to completion.
- ii) **Remedies.** Upon the occurrence of any of such Events of Default beyond any applicable cure, Lessor shall have the option to pursue any one or more of the following remedies with notice or demand as provided above:
- a) Terminate this Lease in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rental, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said Premises or any part thereof in accordance with applicable law.
 - b) Enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying said Premises or any part thereof, in accordance with applicable law, with or without having terminated the Lease.
 - c) Enter upon the Premises and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor on demand for any reasonable expenses which Lessor may incur in thus effecting compliance with Lessee's obligations under this Lease, and Lessee further agrees that Lessor shall not be liable for any damages resulting to the Lessee from such action provided Lessor proceeds in accordance with applicable law.
 - d) If permitted by applicable law to do so without Lessee's consent, alter all locks and other security devices at the Premises with or without terminating this Lease. Then it shall be lawful for Lessor to re-enter the Premises and to again possess and enjoy the Premises.
 - e) Exercise by Lessor of any one or more remedies hereunder granted or otherwise

available shall not be deemed to be an acceptance of surrender of the Premises by Lessee, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Lessor and Lessee.

f) In the event Lessor elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Lessee shall be liable for and shall pay to Lessor, at the address specified for notice to Lessor herein the sum of all rental and other obligations accrued to date of such termination, plus any and all damages incurred to date of such termination and all Lessee's third-party contracts not cancelled by Lessee.

g) In the event that Lessor elects to repossess the Premises without terminating this Lease, then Lessee shall be liable for and shall pay to Lessor all rental and other obligations accrued to the date of such repossession.

h) In the event the Lessee abandons the premises, this Lease remains in full effect until lease expires or building is released, lease terminated. Lessee is responsible for all rental and other obligations, maintenance fees and attorney and court costs.

i) All rights, options and remedies of Lessor contained in this Section 13 and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided in law or in equity, whether or not stated in the Lease. Nothing in this Section 13 shall be deemed to limit or otherwise affect Lessee's indemnification of Lessor pursuant to any provision of this Lease.

j) Should Lessee's charter be revoked for any reason, Lessee shall provide immediate notice to Lessor of the same and Lessor may terminate the Lease and take possession of the Premises as set forth herein.

k) In the event Lessor elects to terminate this Lease, and regardless of the reason for termination, Lessor shall terminate the Lease in a manner that is minimally disruptive to the education of the students attending Lessee's school.

iii) Lessee may terminate this Lease prior to the expiration of the lease term by providing Lessor six (6) months written notice, with the express understanding that termination will only occur at the end of a school year.

15. **Environmental Matters.**

(i) Warranty. Lessor has provided Lessee with true, accurate and complete information pertaining to the environmental history of the Premises. To the best of Lessor's knowledge there has been no use or release of any Hazardous Materials (defined below) on, under or above the Premises, except for those used by Lessor in conformance with law and the Premises are free of Hazardous Materials (defined below) as of the Commencement Date, and to the best of Lessor's knowledge, the Premises have never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Lessor will be responsible for compliance with any and all Environmental Laws that are now or were related to Lessor's activity conducted in or on the Premises.

- (ii) **Indemnification.** Lessee shall hold harmless and defend the Lessor from, and assume all duties, responsibilities and liabilities at its sole cost and expense for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (a) Lessee's failure to comply with any Environmental Laws, or (b) any environmental conditions that arise out of or are in any way related to the condition of the Premises prior to the termination of this Lease and activities conducted by the Lessee thereon, unless the environmental conditions are caused by the Lessor. The indemnifications of this Section specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Premises conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section will survive termination of this Lease.
- (iii) **Hazardous Materials.** "Hazardous Materials" will mean any substance which is or contains (a) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. 9601 *et seq.*) ("CERCLA") or any regulations promulgated under CERCLA; (b) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*) ("RCRA") or regulations promulgated under RCRA; (c) any substance regulated by the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*); (d) gasoline, diesel fuel, or other petroleum hydrocarbons; (e) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (f) polychlorinated biphenyls; and (g) any additional substances or materials, which are now or hereafter classified or considered to be hazardous or toxic under any federal, state, local or foreign Environmental Law (as defined below), ordinance, rule or regulation, now or hereinafter enacted, or the common law, or any other applicable laws relating to the Premises.
- (iv) **Environmental Law(s).** "Environmental Law(s)" means any federal, State or local or foreign statute, law, rule or regulation relating to: (a) releases, discharges, spills, leaks or emissions (or threatened releases, discharges, spills, leaks or emissions) of Hazardous Materials; (b) the manufacturer, handling, transport, use, treatment, storage or disposal of Hazardous Materials or materials containing Hazardous Materials; or (c) otherwise relating to pollution of the environment or the protection of human health.
16. **Damage or Destruction.** If during the term of the Lease, the Premises or Improvements are partially or completely damaged or destroyed by fire or any other casualty, but Lessee, within its sole discretion, can continue normal operations in the Premises, Lessor shall, at Lessor's expense, promptly, with due diligence, commence to rebuild, repair and restore the Premises to substantially the same condition as existed immediately prior to the casualty and complete the restoration in a reasonable timeframe, subject to Board of Education approval and funding availability. If the casualty occurred through no fault of Lessee, rent and all other charges payable by Lessee shall abate in the proportion that the square footage of the part of the Premises destroyed or rendered unfit for Lessee's use bears to the total square footage in the Premises. In the event funding is not sufficient to pay the cost of such reconstruction, or Lessor cannot obtain the necessary approvals, or if the damage or destruction is due to the intentional acts or omissions of Lessee, its agents, employees or contractors, or if Lessor is restricted by any governmental authority, Lessor may elect to either terminate this Lease or pay the cost of such reconstruction.

E. MISCELLANEOUS

1. **Modification**: Modifications to this Lease shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. In the event of a change in law, rules, or regulations governing charter schools, their leases, or Lessor's relationship with charter schools, or any other change that may materially affect this Lease, Lessor and Lessee shall work together in good faith and amend this Lease as necessary.

2. **Assignment and Sublet**: No assignment or subletting will be permitted under this lease.

3. **Taxes**. Lessor is exempt from property taxes.

4. **Contacts**: The principal contacts for this Lease and to whom all notice shall be sent, are:

If to Albuquerque Public Schools:

Real Estate Department
Director of Real Estate
915 Locust St. Suite 8
Albuquerque, NM 87108
(505) 768-1574
Email: realestatedg@aps.edu

Deputy Superintendent of Operations
6400 Uptown Blvd., NE, Ste 610-E
Albuquerque, NM 87110
(505) 880-3712

APS Charter School Department
6400 Uptown Blvd., NE, Ste. 600-E
Albuquerque, NM 87110
(505) 880-3790

If to PAPA

Attn: Principal or Executive Director
11800 Princess Jeanne Ave. NE
Albuquerque, NM 87112

5. **Validity of Lease**. The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision of this Lease.

6. **Non-Waiver by Lessor**. The rights, remedies, options or elections of Lessor in this Lease are cumulative, and the failure of Lessor to enforce performance by Lessee of any provision of this Lease applicable to Lessee, or to exercise any right, remedy, option or election, or the acceptance by

Lessor of the annual fixed rent from Lessee after any Events of Default by Lessee, in any one or more instances, shall not act as a waiver or a relinquishment at the time or in the future, of Lessor of such provisions of this Lease, or of such rights, remedies, options or elections, and they shall continue in full force and effect.

7. **Entire Agreement.** This Lease contains the entire agreement between the parties. No representative, agent or employee of Lessor has been authorized to make any representations, warranties or promises with respect to the letting, or to vary, alter or modify the provisions of this Lease. No additions, changes, modifications, renewals or extensions of this Lease, shall be binding unless reduced to writing and signed by both parties.

8. **Effective Law.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New Mexico without giving effect to its principles of conflicts of law.

9. **Captions.** The captions of the sections in this Lease are for reference purposes only and shall not in any way affect the meaning or interpretation of this Lease.

10. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Lease, including the signature pages hereto, shall be deemed to be an original.

11. **Drafting Ambiguities; Interpretation.** Unless otherwise specified, the words "include" and "including" and words of similar import shall be deemed to be followed by the words "but not limited to" and the word "or" shall be "and/or."

12. **References.** In all references to any persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

13. **Binding Effect.** This Lease is binding upon and shall inure to the benefit of the parties, their legal representatives, successors and permitted assigns.

14. **Time of the Essence.** Time is of the essence of this Lease.

15. **Brokers.** Lessor and Lessee each represents to the other that it owes no fee to, any broker, agent or similar party with respect to the transactions contemplated by this Lease. Lessee agrees to indemnify and hold harmless Lessor from and with respect to any other claims for a consultant fee, brokerage fee, finder's fee or similar payment with respect to this Lease that is made by any party claiming by, through, or under Lessee. Lessor shall be responsible for any claims for a consulting fee, brokerage fee, finder's fee or similar payment with respect to this Lease that is made by a party claiming by, through, or under Lessor. Lessor warrants that the Brokers with in the Lessor's real estate department are New Mexico licensees.

16. **Consents.** Except as specifically stated herein to the contrary, whenever it is necessary under the terms of this Lease for either party to obtain the consent or approval of the other, such consent or approval shall not be unreasonably withheld or delayed. Lessor and Lessee agree to act reasonably towards one another in all matters relating to this Lease.

17. **Tort Claims Act.** The liability of Lessor and Lessee under this Lease shall in all cases be

subject to the limitations and immunities of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.* and any amendments thereto.

18. **Insurance and Indemnification Limitation.** To the extent, if at all, a court of competent jurisdiction determines that NMSA 1978 Section 56-7-1 (2005) applies to any indemnification provisions in this Lease, including certain types of insurance coverage as set forth in Section 56-7-1, such provisions shall not apply to or extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be limited, if required, by the provisions of NMSA 1978 Section 56-7-1B (2005).

19. **Recordation.** This Lease or a Memorandum of Lease shall not be recorded.

20. **Force Majeure.** Whenever a period of time is herein prescribed for the taking of any action by Lessor or Lessee, as the case may be, Lessor or Lessee, shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Lessee or Lessor (any of the foregoing being referred to as an "Unavoidable Delay"); provided however, the party claiming the benefit of a Force Majeure Event ("Delayed Party") shall, as a condition thereto, give written notice to the other party within ten (10) days of the Unavoidable Delay specifying with particularity the nature thereof, the reason therefor, the date and time such incident occurred and a reasonable estimate of the period that such incident shall delay the fulfillment of obligations required under this Lease. Failure to give such Notice within the specified time shall nullify such party's right to extend the time for performing the obligations under this Lease. In no event shall any party's financial condition or inability to fund or obtain financing constitute an Unavoidable Delay with respect to such party. At all times, the party experiencing the Unavoidable Delay will diligently attempt to remove, resolve, or otherwise eliminate the conditions causing such Unavoidable Delay, keep the other party advised with respect thereto, and commence performance of its obligations hereunder immediately upon such removal, resolution, or elimination.

21. **Compliance with Requirements of Law.** During the Initial Term (and any option terms) of this Lease, Lessee and Lessor shall observe and comply promptly with all current and future Requirements of Law applicable to the Premises, Improvements, or operation of a charter school (including those set forth in Section 22-8B-4D of the Act) and the Improvements or any portion thereof and all current and future requirements of all insurance companies writing policies covering the Premises and the Improvements or any portion thereof. As used herein, "Requirements of Law" means any material federal, State, or local statute, ordinance, rule, or regulation, any judicial or administrative order (whether or not on consent), request or judgment, any applicable common-law doctrine, any provision or condition of any permit required to be obtained or maintained, or any other binding determination of any governmental authority relating to the ownership or operation of property, including any relating to environmental, health, or safety matters.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as of the date

and year first above written.

Lessor: Albuquerque Municipal School District No. 12,
Counties of Bernalillo and Sandoval, New Mexico, a
political subdivision of the State of New Mexico

By: _____
Name: Dr. Antonio Gonzales
Title: Deputy Superintendent of Operations
Date: _____

Approved
By: _____
Name: Karen Alarid, AIA
Title: Executive Director of Capital Construction
Date: _____

Lessee: Public Academy for Performing Arts

By: _____
Name: Tamara Lopez
Title: Executive Director
Date: _____

By: _____
Name: Barbara Campbell
Title: Governing Council President
Date: _____

Exhibit "A"
Legal Description

11800 Princess Jeanne Ave. NE, Albuquerque, NM 87112

The land and building located at 11800 Princess Jeanne Ave, NE Albuquerque, NM, formally Acoma Elementary School which is legally described in SE of NE section 16T10, N R4E containing 11.64 acres in Albuquerque, Bernalillo County, New Mexico, designated on the plat thereof, filed in the Office of the County Clerk of Bernalillo County, New Mexico.

EXHIBIT "B"
Lessee's Maintenance and Operations Obligations

PAPA EXHIBIT B

Both Parties should receive copies of all inspections and reports completed outside parties

_____ Initials by APS

_____ Initials by PAPA

	APS Responsibilities	PAPA responsibilities	Notes
Electrical Services			
General Power Troubleshooting	X		No lights , power or brown outs etc.....
Lamp replacement (same type)		X	DATA maintenance personnel
Ballast replacement		X	DATA maintenance personnel
Major Electrical	X		Capital improvements- transformers, building rewiring, etc.
Technology Infrastructure	X		
Fire Monitoring	APS	PAPA	Notes
Fire Alarms System Trouble Shooting	X	X	3rd Party Maintenance Contract or check with APS
Fire extinguishers - service and replacement		X	3rd Party Maintenance Contract
Fire Alarm Yearly Inspection	X	X	3rd Party Maintenance Contract or check with APS
Fire Sprinkler Yearly Inspection		X	3rd Party Maintenance Contract
Kitchen Hood Fire Suppression Inspections	X		2 times per year
HVAC			Notes
HVAC Filter changes and inspections		X	Part of 3rd party Maintenance Contract (Section 7)
HVAC Chiller Preventative maintenance		X	Part of 3rd party Maintenance Contract (Section 7)
HVAC start up and shut down		X	Part of 3rd party Maintenance Contract (Section 7)
Boiler start up and shut down		X	Part of 3rd party Maintenance Contract (Section 7)
Boiler Annual preventive maintenance		X	Part of 3rd party Maintenance Contract (Section 7)
Boiler Water treatment (monthly)		X	Part of 3rd party Maintenance Contract (Section 7)
Boiler Inspections		X	Part of 3rd party Maintenance Contract (Section 7)
Air Compressor		X	Part of 3rd party Maintenance Contract (Section 7)
HVAC Capital Expenses	X		Major repairs, major parts and replacements
Building & Exterior Services	APS	PAPA	Notes
Intercom work orders	X		Potholes
Minor Paving Repairs	X		Capital Expense
Foundation Repair	X		Cosmetic, murals, non-repair etc.
Exterior Painting & Stucco		X	
Exterior Painting & Stucco (Capital Repairs)	X		
Parking lot striping, patching, sealing & repair		X	
Graffiti removal on Building		X	
Glass repair and replacement		X	
Utilities		X	Water, electricity, gas, sewage, trash etc.. (Section D, paragraph i)
Daily janitorial		X	Part of 3rd party Maintenance Contract (Section 7)
Janitorial supplies		X	Part of 3rd party Maintenance Contract
Carpet cleaning	X		1 time per year
Charter School's Liability Insurance	X	X	Send APS Real Estate Department Charter School's Yearly Liability Insurance Certificate (Section 10)
Plumbing & Mechanical Services			Notes
Backflow Inspections and recertification - Yearly	X		
Backflow device and repair and rebuilds	X		
Plumbing Service Calls		X	Part of 3rd party Maintenance Contract (Section 7)
Typical parts needed for plumbing calls		X	Part of 3rd party Maintenance Contract (Section 7)
Major replacement of plumbing and fixture's	X		Capital Improvements
Natural Gas Runs	X		Once every 4 years
Grounds Maintenance	APS	PAPA	Notes
Landscape		X	Part of 3rd Party Maintenance Contract (care of trees, shrubs, grass, seasonal plantings, mulch and gravel) (Section 7)
Mowing		X	Part of 3rd party Maintenance Contract (Section 7)
Plant Material Maintenance & Replacement		X	Part of 3rd Party Maintenance Contract (minor tree and shrub trimming, fertilization) (Section 7)
Major tree cutting and removal	X		

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Minor tree pruning & tree and shrub removal		X	Part of 3rd party Maintenance Contract (Section 7)
Monthly pest control		X	Part of 3rd party Maintenance Contract (Section 7)
Irrigation		X	Part of 3rd party Maintenance Contract (Section 7)
Weed Spraying	X		2 times per year
Hardscape	X		Repair of sidewalks, curbs
Snow Removal		X	Part of 3rd party Maintenance Contract (Section 7)

Environmental Services			Notes
Asbestos Inspections	X		
Asbestos Management Plan Development	X		
Oversite and Management of Asbestos Abatement Project	X		
Mold Inspections etc.	X		
Indoor Air Quality "IAQ"		X	

Structural Department Support	APS	PAPA	Notes
Roof preventive maintenance	X		Patching and inspection - yearly
Floor Tile repair	X		
Preventive maintenance on metal fencing and gates	X		
Carpenter repair and door repair	X	X	With the exception of vandalism, which is Lessee's responsibility
Door hardware repairs and preventive maintenance	X		
Weather stripping	X		
Ceiling tile repair		X	Interior, drop-ceiling tiles are Lessee's responsibility
Lock repairs	X		
Welding repairs	X		

Transaction Facilitator Agreement
(Commercial Property Transaction)

THIS TRANSACTION FACILITATOR AGREEMENT ("Agreement") is entered into effective as of _____ November, 2025 (the "Effective Date") by and between **CBRE** ("Facilitator"), whose address is 6565 America's PKWY NE Suite 825 Albuquerque, NM 87110, **Rachel Matthew Development** ("Developer"), whose address is 1111 Alameda Blvd NW Suite J, Albuquerque, NM 87114 and **Public Academy for Performing Arts** ("Occupier") whose address is 11800 Princess Jeanne Ave NE Albuquerque, New Mexico 87112.

BACKGROUND

1. Facilitator is a licensed New Mexico real estate broker and wishes to provide to Developer and Occupier transaction brokerage services and shall receive compensation on the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the recitals, the promises and covenants contained herein, and other good and valuable consideration, Facilitator and Developer and Occupier agree as follows:

1 **Scope.** Developer retains and appoints Facilitator as its exclusive broker to assist and represent Developer and Occupier in the identification, negotiation, and possible acquisition of one or more parcels of undeveloped or developed real property identified on **Schedule "1"**, as **Schedule "1"** may be amended from time to time (individually and collectively sometimes referred to herein as the "Property"), which real property is located in Albuquerque, NM. Facilitator shall deliver to Occupier and Developer a marketing package/information/listing containing detailed information ("Marketing Material") with respect to what is available and for each of the parcels identified as the Property. In the event Occupier, after reviewing the Marketing Material, wishes to proceed with one or more parcels identified as the Property, Facilitator shall represent Developer in such acquisition according to the terms of this Agreement and use reasonably diligent efforts to negotiate terms and conditions of a contract acceptable to Developer (the "Contract") in its sole discretion and providing for the acquisition of the Property for use by Occupier.

2 **Duration.** The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2026, with the terms hereof. If an extension is needed one will be discussed within 60 days of the expiration.

3 **Terms and Price.** The terms and price for any contract for purchase of Property must be acceptable to both Occupier and Developer in their sole and absolute discretion.

4 **Brokerage Fees/Commission** Facilitator shall use commercially reasonable efforts to collect from the seller (either directly from seller or as a co-broker for seller's broker) a fee/commission to compensate Facilitator for its services with respect to the Property. In no event shall Occupier be obligated to pay any fee or commission with respect to the acquisition of the Property.

5 **Confidentiality.** In providing its services under this Agreement Occupier may disclose to Facilitator and Developer certain business information or business strategies about Occupier which may be non-public, confidential and proprietary to Occupier (hereinafter described as the "Information"). Facilitator and Developer hereby acknowledges, agrees with, and confirms to Occupier as follows:

The Information will be kept strictly confidential by Facilitator and Developer and shall not, without the prior written consent of Occupier, be disclosed by Facilitator, or by its attorneys or employees in any manner whatsoever, in whole or in part, except as permitted hereunder, and shall not be used other than in connection with providing the services described above.

Facilitator agrees that it shall not, without Occupier's prior written consent, reveal the Information to anyone. Facilitator and Developer shall not advertise, promote or otherwise

identify itself as being an agent of Occupier other than for the services being provided by Facilitator and Developer pursuant to this Agreement.

Executed effective as of the Effective Date set forth above.

FACILITATOR:
CBRE

By: _____
Elisa Cárdenas, CCIM
Associate Broker

By: _____
Jim Chynoweth
Managing Director/Qualifying Broker

DEVELOPER:
Rachel Matthews Development

By: _____
Steven M. Nakamura

OCCUPIER:
Public Academy for Performing Arts

By: _____
President & CEO

Schedule "1"

1. List of Site(s) Midtown Center Office: 2240, 2300, & 2340 Menaul Blvd. NE
Albuquerque, NM 87107

Exhibit A
Broker Duties 2025 – Client

Per New Mexico law, Brokers are required to disclose a specific set of applicable Broker Duties prior to the time the Broker generates or presents any written document that has the potential to become an express written agreement and obtain from the applicable party, written acknowledgement that the Broker has made such disclosures.

Purchaser/Tenant is represented by: Elisa Cardenas, who is a transaction broker.
Seller/Owner is represented by: _____, who is a transaction broker.

PART I – BROKER DUTIES

All Brokers involved in this transaction owe the following broker duties to all parties to the transaction.

1. Honesty and reasonable care and ethical and professional conduct;
2. Compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico Real Estate License Law and the Real Estate Commission rules and other applicable local, state, and federal laws and regulations;
3. Performance of any and all written agreements made with the prospective buyer, seller, landlord (owner) or tenant;
4. Written disclosure of potential conflict of interest or any other written agreement that the broker has in the transaction, including, but not limited to:
 - A. any written brokerage relationship the broker has with any other parties to the transaction or;
 - B. any material interest or relationship of a business, personal, or family nature that the broker has in the transaction;
 - C. Any written agreement the broker has with a licensed Transaction Coordinator who will be providing services related to the transaction.
5. Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act.

In addition to the above duties, Brokers owe the following Broker Duties to the party to whom the broker is directly providing real estate services, regardless of the scope and nature of those services.

1. Unless otherwise agreed in writing with the applicable party, assistance to the party in completing the transaction, including:
 - A. timely presentation of and response to all written offers or counter-offers; and
 - B. active participation in assisting in complying with the terms and conditions of the contract and with the finalization of the transaction;
2. Acknowledgement by the broker that there may be matters related to the transaction that are outside the broker's knowledge or expertise and that the broker will suggest that the party seek expert advice on these matters;
3. Advise to consult with an attorney regarding the effectiveness, validity or consequences of any written document generated by the brokerage or presented to the party and that has the potential to become an express written agreement;
4. Prompt accounting for all money or property received by the broker;
5. Maintenance of any confidential information learned in the course of any prior agency relationship unless the disclosure is with the former principal's written consent or is required by law;
6. Written disclosure of brokerage relationship options available in New Mexico which include, but are not limited to;
 - A. **Exclusive agency:** an express written agreement between a person and a brokerage wherein the brokerage agrees to exclusively represent as an agent the interests of the person in a real estate transaction.
 - B. **Dual agency:** an express written agreement that modifies existing exclusive agency agreements to provide that the brokerage agrees to act as a facilitator in a real estate transaction rather than as an exclusive agent for either party to the transaction.
 - C. **Transaction Broker:** The non-fiduciary relationship created by law, wherein a brokerage provides real estate services without entering into an agency relationship.
7. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a seller/owner shall not disclose the following to the buyer/tenant in a transaction:
 - A. that the seller/owner has previously indicated they will accept a sales/lease price less than the asking or listed price of a property;
 - B. that the seller/owner will agree to financing terms other than those offered;
 - C. the seller/owner's motivations for selling/leasing; or

- D. any other information the seller/owner has requested in writing remain confidential, unless disclosure is required by law;
8. Unless otherwise authorized in writing, a broker who is directly providing real estate services to a buyer/tenant shall not disclose the following to the seller/owner in the transaction:
- A. that the buyer/tenant has previously indicated they will pay a price greater than the price submitted in a written offer;
 - B. the buyer/tenant's motivation for buying/leasing; or
 - C. any other information the buyer has requested in writing remain confidential, unless disclosure is required by law.

PART II – OTHER REQUIRED DISCLOSURES

Broker shall update these and all other required disclosures as needed.

1. **BROKERAGE RELATIONSHIPS WITH OTHER PARTIES:** Does Broker have a brokerage relationship with any other party(ies) to the transaction? ☐ YES ☒ NO If "YES" explain;
-

2. **CONFLICT OF INTEREST:** Does Broker have any material interest or relationship of a business, personal, or family nature in the transaction? ☐ YES ☒ NO If "YES" describe that relationship:
-

3. **ADVERSE MATERIAL FACTS:** Written disclosure of any adverse material facts actually known by the broker about the property or the transaction, or about the financial ability of the parties to the transaction to complete the transaction; adverse material facts do not include any information covered by federal fair housing laws or the New Mexico Human Rights Act. ☒ NONE OR explain adverse material facts:
-

4. **TRANSACTION COORDINATOR:** Broker IS working with Christian Soto, a licensed New Mexico broker who will be providing services related to the transaction and is bound by all of the Broker Duties listed above.

Note: By signing the Agreement to which this Exhibit is attached, you acknowledge that you have reviewed this information.