



La Academia Dolores Huerta Charter Middle School

“A Dual Language Charter Middle School”

400 W. Bell St.

Las Cruces, NM 88005

Phone: 575-526-2984

Fax: 575-523-5407

The mission of La Academia Dolores Huerta is to provide a diverse bilingual educational program in the arts that fosters the development of a strong socio-cultural identity while achieving academic success.

La misión de La Academia Dolores Huerta es proporcionar un programa educativo bilingüe diverso de las artes que fomenta el desarrollo de una fuerte identidad sociocultural mientras se logra el éxito académico.

Special Governing Council Virtual Meeting Minutes

Monday September 23, 2024, at 4:30 PM

https://youtube.com/live/xAovr44Fi_M

- 1) Adrian Gaytan called the meeting to order at 4:42PM

GC Members Present:

Adrian Gaytan, President

Hilda Paz, Vice-President

Dalina Matsumoto, Treasurer

Elaine Palma, Secretary (responsible for meeting minutes)

Soila Estrada, General Member (entered meeting at 4:44PM)

Sonia Evaro, Parent Representative (entered at 4:45pm)

GC Members Absent:

None

Quorum established.

Guests: Sylvy Galvan de Lucero, Head Administrator; Mirna Rodriguez, LADH Business Specialist; Frankie Rodriguez, Community Schools Coordinator; Chris Burns, LADH IT

- 2) Approval of 9.23.24 special GC meeting agenda

Adrian Gaytan moved to approve the 9.23.24 special GC meeting agenda; Dalina Matsumoto seconded

Roll Call Vote:

Adrian Gaytan: yes

Hilda Paz: yes

Elaine Palma: yes

Dalina Matsumoto: yes

None opposed; motion passed

3) Open forum-public input*

Public comments and observations regarding education policy and governance issues, as well as the strategic planning are heard at this time. Time limit per presenter may be imposed by Chair

There was no one in person or online to provide input.

ACTION ITEMS

4) Review, discussion, and possible approval of LADH's sublease with Alma d'Arte: Presented by Mrs. Galvan de Lucero

Mrs. Galvan de Lucero noted that the sublease had been drafted by LADH's attorney, Natasha Cuylear, in collaboration with Alma d'Arte's attorney, Vanessa DeLeon. Ms. Cuylear recommends LADH GC approve the sublease agreement. Mrs. Galvan de Lucero reviewed important points of the proposed sublease agreement:

- Term: 18-month lease from 1/1/2025 to 6/30/2026
- Renewal terms: LADH must notify Alma d'Arte no later than 3-month prior to end of the lease that they would like to extend it.
- Rent: LADH's rent will be equal to the grant received/awarded by the public schools' capital outlay fund.
- Utilities: All utilities will be paid by Alma d'Arte ; however, Alma d'Arte will charge LADH a flat rate of \$2100 per month, to be paid by the 15th of every month, to cover its usage.
- LADH will insure its property at its own expense
- LADH will schedule walkthrough of the premises and inventory all items in the areas it will occupy before moving in.
- Parking area will be designated at no additional cost.

Mrs. Galvan de Lucero reported that although the sublease did not require LCPS board approval, Alma d'Arte did need LCPS board authorization/approval to sublease. Therefore, request for approval was presented and unanimously approved at the LCPS board meeting on 09/17/24.

Mrs. Paz asked:

- (1.) Can LADH break the sublease if during that time it finds a suitable building to move into. Mrs. Galvan de Lucero clarified that LADH cannot break its sublease and must remain at Alma d'Arte for the entirety of the lease.
- (2.) Will parking signs be posted? Mrs. Galvan de Lucero noted that this will be one of the many details that will be covered in the Memorandum of Understanding (MOU).

Mrs. Palma asked about possible timeline for the completion of the MOU. Mrs. Galvan de Lucero noted that she hopes for it to be completed as soon as possible.

Mrs. Matsumoto asked for clarification about rent payment. Mrs. Galvan de Lucero noted that the rent amount will be based on what PSFA approves.

Mrs. Palma asked if there had been any agreements made regarding the storing of LADH's furniture, supplies, etc. Mrs. Galvan de Lucero noted that LADH will be reaching out to LCPS regarding assistance with storage. If LCPS does not agree to store LADH's belonging, then this will be addressed in MOU.

Adrian Gaytan moved to approve the LADH's sublease agreement with Alma d'Arte; Dalina Matsumoto seconded

Roll Call Vote:

Adrian Gaytan: yes

Hilda Paz: yes

Elaine Palma: yes

Dalina Matsumoto: yes

Soila Estrada: yes

Sonia Evaro: yes

None opposed; motion passed

5) Adjourn special GC meeting.

Adrian Gaytan moved to adjourn the special GC meeting at 4:58PM; Dalina Matsumoto seconded

Roll Call Vote:

Adrian Gaytan: yes

Hilda Paz: yes

Elaine Palma: yes

Dalina Matsumoto: yes

Sonia Evaro: yes

Soila Estrada: yes

None opposed; motion passed

*Any individual attending a board meeting may sign in to participate in the Public Input section of the Agenda, if any. Such persons may speak on any item after the individual is recognized by the President of the Board and introduces himself/herself at the podium. The Governing Council of La Academia Dolores Huerta will not take action on any item presented under Public Input, until an opportunity to do so is afforded. La Academia Dolores Huerta will provide an interpreter for the Hearing Impaired and simultaneous Spanish translation upon request. Requests should be submitted to the chancellor's office three days prior to the meeting.

SUBLEASE AGREEMENT

This SUBLEASE (“Sublease”) is entered into on this 23rd day of September 2024 and effective as of January 1, 2025 (“Effective Date”) by and between Alma d’Arte Charter High School, a state-chartered public charter school (ALMA), and La Academia Dolores Huerta, a state-chartered public charter school (“LADH”).

WHEREAS, ALMA is the holder of certain rights pursuant to that lease by and between ALMA and the Board of Education of the Las Cruces Public School District #2 (LCPS), a true and correct copy of which is attached hereto as **Exhibit A** (“Lease Agreement”); and

WHEREAS, ALMA and LADH wish to enter into an agreement by which LADH may use a portion of the premises that ALMA has leased from LCPS upon the terms and conditions set forth in this Sublease.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties do hereby agree, contract, and bind themselves as follows:

1. Agreement to Sublease. ALMA hereby subleases and demises to LADH, LADH hereby subleases and takes from ALMA, all right and interest of ALMA in and to the area described in **Exhibit B** (“Premises”), subject to the terms and conditions herein set forth. This Sublease incorporates and is subject to the Lease Agreement, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length.

2. Term. Unless earlier terminated as provided herein, ALMA hereby subleases to LADH and LADH hereby subleases from ALMA the Premises for eighteen (18) months: January 1, 2025, through June 30, 2026 (the “Term”).

3. Renewal of Sublease Term. This Sublease may be extended or renewed, by mutual agreement of the parties and upon such terms and conditions as may be acceptable to both parties as set forth in a written amendment to this Sublease executed by both parties. Such an amendment extending or renewing the Sublease Term must be executed no later than three (3) months prior to the expiration of the current Sublease Term.

4. Rent. LADH shall pay rent to ALMA in an amount equal to the grant received by or awarded to LADH pursuant to NMSA 1978 §22-24-2 from the public school capital outlay fund as authorized by the Public Schools Capital Outlay Council (“PSCOC”) in accordance with NMSA 1978 §22-24-4(1).

5. Use and Obligations. Unless otherwise agreed by the parties in writing, LADH shall use the Premises only for the purpose of a charter school existing under the laws of the State, and a charter school's related activities, including but not limited to those activities described in

LADH's charter. During the Term, LADH shall be responsible for all obligations of ALMA for the Premises under the Lease Agreement. This shall not affect, however, ALMA's obligations to LCPS under the Lease Agreement.

6. Common Areas; Use. As used in this Sublease, "Common Areas" shall mean all areas within the Property other than the designated Premises which are available for the common use of the Property including the dining room, auditorium, and all furnishing located therein; the hallways, stairs, bathrooms, and similar areas; and the yard, grounds, sidewalks, loading area(s), and related improvements on the Property. LADH shall have access to and use of the Common Areas for no additional rent. LADH and ALMA shall work cooperatively to determine how to share use of the Common Areas in a manner that is not to the exclusive benefit or detriment of either school.

7. Utilities. Currently, all utilities including water, electricity, natural gas, telephone, internet and refuse collection are paid by ALMA directly to the charging entity. ALMA shall charge LADH a flat rate of \$2,100.00 for LADH's share of the cost of utilities and services for the Premises. LADH shall pay such share to ALMA by the 15th of every month.

8. Custodial and Related Services. LADH shall be responsible for providing their own staff for custodial services to maintain the interior of the Premises and to assist with cleanup of Common Areas after each use. ALMA shall provide custodial staff for maintenance of the exterior of the Premises.

9. Duty to Insure. During the term of this Sublease, LADH shall, at its own expense, insure itself against loss or damage to LADH's personal property that is used on the Premises, including fixtures. LADH shall, at its own expense, obtain and maintain all other insurance coverage required of it pursuant to Section 6.20.2.20 NMAC, including without limitation adequate commercial general liability insurance and workers compensation insurance.

10. Condition of Premises Upon Surrender. Prior to LADH taking possession of the Premises, LADH and ALMA shall conduct a walk-through of the Premises for the purpose of taking a complete inventory of all furniture, equipment, and fixtures in the Premises. Based on the walk-through, ALMA shall provide to LADH a complete inventory of all furniture, equipment, and fixtures in the Premises. Upon surrender of the Premises, both LADH and ALMA will ensure that all items on the inventory list are still located in the Premises and that they are in good working order, excepting reasonable wear and tear, approved alterations, and damage not resulting from LADH's negligent or willful act.

11. Liability. Each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to person or property to the extent they result from the

negligence of its employees or agents. By entering into the Sublease, the parties shall not be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Sublease or use of the Premises.

12. Default. An event of default under this Sublease shall be failure to comply with any term, provision or covenant of this Sublease, and failure to cure such failure within thirty (30) days after receiving written notice thereof, unless such matter cannot reasonably be cured within the requisite time period, in which case, so long as steps to cure shall, in good faith, be commenced within the requisite time period, no default will be said to have occurred. The nondefaulting party shall be entitled to reasonable attorney fees resulting from any event of default.

13. Use of Parking Facilities. LADH shall be permitted to use a designated area for parking appurtenant to the building for no additional rent.

14. No Sublease. LADH shall not sublease, assign, or otherwise transfer their sublease agreement or any portion of the Premises.

15. Applicable Law. This Sublease shall be governed by and construed under and in accordance with the laws of the State of New Mexico.

16. Attorney's Fees. In the event that any Party shall employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interests in any manner arising under this Sublease or to recover damages for the breach of any portion of this Sublease, the non-prevailing Party in any action pursued agrees to pay to the prevailing party all reasonable costs, damages and expenses, including attorney's fees, expended or incurred in connection therewith.

17. Headings. The headings contained in this Sublease are for reference and convenience purposes only and shall not in any way affect the meaning or interpretation hereof.

18. Multiple Counterparts. This Sublease may be executed in several identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement.

19. Parties Bound. The terms and provisions of this Sublease shall be binding upon, inure to, extend to and be for the benefit of the heirs, successors, assigns, and legal representatives of the respective parties hereto.

20. Survival. The warranties, representation, covenants and other terms and provisions hereof shall survive the expiration or termination of this Sublease.

21. Severability. If any provision of this Sublease shall, for any reason, be held violative of any applicable law, and so much of this Sublease is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

22. No Modification of Lease Agreement. This Sublease does not modify or amend any of the terms or provisions of the Lease Agreement and does not have any effect whatsoever on LADH's rights and obligations under the Lease Agreement.

23. Notice. Except as otherwise provide herein, any notice and other communication shall be in writing, and any such notice shall be hand delivered, sent by facsimile or sent by registered or certified mail, if desired, return receipt requested, postage prepaid, as follows: