



# Pueblo of Laguna

## Department of Education

P.O. Box 207  
Laguna, NM 87026  
(505) 552-6008  
Fax (505) 552-6398

US Office of Indian Affairs' Division of Facilities Maintenance and Construction,  
National Review Committee

### Laguna Elementary Presentation Outline

- I. Introduction
  - a. Presenters
  - b. Presentation Outline
  
- II. Pueblo of Laguna
  - a. Greeting from Pueblo
  - b. Education top priority (Exhibit 10)
  - c. Reaffirmation of this effort (Exhibit 11)
  
- III. Facility Condition
  - a. Structure (Exhibit 1, 12)
  - b. Systems (Exhibit 2, 3, 4, 5)
    - i. Infrastructure (Dichotomy PoL vs. LES)
    - ii. Water
    - iii. Electrical
    - iv. Sewer
    - v. HVAC – Air Quality
    - vi. IT
  
- IV. Safety and Security (Exhibit 6)
  - a. National Crime Prevention Council
    - i. School Climate – Strategies for improving the environment
      - 1. Exterior
      - 2. Buildings
    - ii. School Layout and Organization
      - 1. Building arrangements
      - 2. Access/Entry Points
      - 3. Restroom and support building accessibility
      - 4. Visitor control
    - iii. Physical Security
      - 1. Classroom security/safety issues
      - 2. Communication system
      - 3. Security Cameras

- b. Lockdown/Emergency Response Issues. FBI, Homeland Security, BIE Safe and Secure School Sites
  - i. Initiation of Emergency Procedures
  - ii. Notification of Authorities and Parents
  - iii. Access Control
  - iv. Accounting for Students and Staff
  - v. Sheltering of Students and Staff in classrooms
  - vi. Monitoring of intruders, Establishing Command/Incident Center

V. Closing Remarks (Exhibit 1, 5)

- a. Return on investment
- b. Repair vs. Construction
  - i. Renovation (requires all be brought up to code)
    - 1. Structure
    - 2. Safety
    - 3. Cultural
  - ii. Construction
- c. Student Achievement (Exhibit 13)

**Panel Questions:**

- I. Meeting Planning Requirements within the 18 month time frame (Exhibit 8, 9, 11,)
- II. School support for BIE (Title 25CFR Part 32.3) - Consideration of Whole Person (Exhibit 14)
  - a. Spiritual
  - b. Mental
  - c. Physical
  - d. Individual cultural aspects
- III. Conditional effects on ability to run the day to day education programs
  - a. Pueblo Infrastructure
  - b. School operational systems
    - i. Power
    - ii. Internet
    - iii. Adequate water
    - iv. Adequate utility systems

- I. Introduction – (Supt. - EDA)
  - a. Presenters
  - b. Presentation Outline
  
- II. Pueblo of Laguna – (Governor V. Siow)
  - a. Greeting from Pueblo
  - b. Education top priority
    - i. Self-determination Act
      - 1. One of 1<sup>st</sup> grant schools
      - 2. Converted all schools to grant status
    - ii. Chartered the Laguna Department of Education (LDOE) to establish and oversee a Unified and Coordinated Pueblo of Laguna Education System
  - c. Reaffirmation of this effort
    - i. Pueblo of Laguna resolution
    - ii. Dedicated land for project – new and active Land Lease for project
  
- III. Facility Condition – (Supt. - EDA)
  - a. Air Quality
    - i. Insufficient Circulation
    - ii. Radon concerns – Ongoing testing
  - b. Structure
    - i. \$13.2 million (repair deficiencies)
    - ii. 53 year old facility
    - iii. Condemned
  - c. Systems
    - i. Infrastructure (Dichotomy PoL vs. LES)
      - 1. Deficiencies
      - 2. Beyond Life Expectancy
    - ii. Water
      - 1. 6" Asbestos Pipe
      - 2. Insufficient for fire suppression
      - 3. Roots in system
      - 4. High use (Boilers, Evap. Coolers)
    - iii. Electrical
      - 1. Non-compliant wiring
      - 2. Lighting – Dark, Inefficient (T1)
      - 3. Insufficient outlet drops
      - 4. Max capacity
      - 5. Original Transformers
    - iv. Sewer
      - 1. Clay pipes
      - 2. Roots
      - 3. Backups
      - 4. Original 1962 System
    - v. HVAC
      - 1. Inefficient
        - a. Space Heaters
        - b. Fans



- c. Open Doors
    - 2. Boilers
      - a. Tagged Boilers
      - b. Inefficient - Heavy use of resources
      - c. When system goes down, the entire system is shut down
      - d. Broken Pipes can not be repaired due to asbestos in crawl space
    - 3. Evaporative Cooling – Inefficient, high water usage, poor air quality
  - vi. IT (Expansion limited by Pathways, Cinderblock composition, Asbestos)
    - 1. Insufficient wiring (2 generations old)
    - 2. Insufficient drops (2 per room, old wiring, Extension Splitters)
    - 3. Insufficient wireless (1 Access Point per Building, Poor Coverage, Bandwidth, G vs. N)
    - 4. IDF's located in class rooms (Noise, Cooling, Maintenance)
- IV. Safety and Security – (EDO - MC)
  - a. National Crime Prevention Council
    - i. School Climate – Strategies for improving the environment
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  - a. Return on investment
  - b. Repair vs. Construction
    - i. Renovation (requires all systems and access be brought up to code)
      - 1. Structure
      - 2. Safety
      - 3. Cultural
    - ii. Construction
  - c. Student Achievement

### Panel Questions:

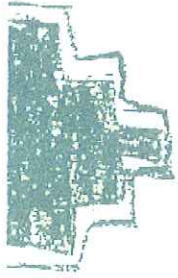
- I. Meeting Planning Requirements within the 18 month time frame - (Supt. - EDA, PoL CoO - JH)



- II. School support for BIE (Title 25CFR Part 32.3) - Consideration of Whole Person - (President - VS)
  - a. Spiritual
  - b. Mental
  - c. Physical
  - d. Individual cultural aspects
  
- III. Conditional effects on ability to run the day to day education programs - (Supt. - EDA, EDO - MC)
  - a. Pueblo Infrastructure
  - b. School operational systems
    - i. Power
    - ii. Internet
    - iii. Adequate water
    - iv. Adequate utility systems







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## Department of Education

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### Laguna Department of Education Presentation Laguna Elementary School Replacement

US Office of Indian Affairs' Division of Facilities Maintenance and Construction,  
National Review Committee

The Laguna Department of Education (LDOE) is grateful for the opportunity to present before the Office of Indian Affairs' Division of Facilities Maintenance and Construction, National Review Committee. The purpose of this testimony and presentation will be to provide more detailed information about the Laguna Elementary School (LES) Replacement application and project. This presentation will focus on the items that were not addressed in the original application.

On April 7, 2014 the US House of Representatives, Appropriations Subcommittee, received testimony identifying the Laguna Elementary School as having the 3<sup>rd</sup> worst facilities condition index in the nation. The US Indian Affairs Office of Facilities Management and Construction, Location Facility Condition Index (FCI), listed the LES as number three (3) with an FCI of .6926, an estimated deferred maintenance of \$12.3 million (currently at \$13.3 million), and an estimated replacement cost of \$17.8 million. (Exhibit 1)

The existing facilities are a classic reflection of the prevailing culture of the United States in the 1960s. The building materials and design reflect the mindset of the construction industry of that time, using minimal materials and minimal design features. There are no features incorporated into the building design or its placement on the site to reflect the rich local heritage or to reinforce local culture.

The school buildings were originally constructed in 1962. Since that time, major building systems have not been replaced. In the early 1980s, the BIA attempted to mitigate foundation and structure issues by installing metal I-beams on exterior walls for structural support. In 2007, the School was condemned due to continued safety

concerns arising from the continuing and worsening structural issues. A complete structural review at that time, determined that basic repairs to the LES of \$569,000 could once again reinforce the building but would not improve the condition of the facility. Since the initial identification of structural issues, the Laguna Elementary School has continued to deteriorate at an accelerated pace.

The most recent site assessment of the Laguna Elementary School facilities was conducted on January 19, 2016. This assessment confirms and aligns with the BIE's facility assessments. There are several building systems that are past their life expectancy and in need of replacement (per the Building Owners and Managers Association (BOMA) standards and guidelines.) Clay sewer pipes throughout the campus are aged, deteriorated, and have been overrun with tree roots. (Exhibit 2) Boiler pipes throughout the campus are aged and deteriorated. Boiler pipe crawl spaces cannot be entered into due to the presence of friable asbestos material in and on the top of the soil. (Exhibit 3) The electrical systems are original, 54 years old, and insufficient to meet the increasing demands of today's educational programs. (Exhibit 4)

A table for each elementary school building has been generated identifying the building system, the expected life span of the building system, the actual life span, the year the building system was originally installed and the year the building system was worked on. (Exhibit 5) These tables identify the systems that are past their expected life span and those that have the potential to impact the school's mission.

**The major building systems that are past their expected life span include:**

- Air/ventilation equipment
- Communications / Security
- Exterior Windows and Doors
- Fire Detection / Alarm
- Floor Finishes
- Interior Doors, Partitions
- Lighting / Branch Circuits
- Main Power / Emergency
- Electrical Systems
- Equipment
- Plumbing
- Technology

The Laguna Elementary School grounds were also assessed.

**The following site systems were found to be past their expected life span and in need of replacement or upgrade:**

- Athletic Fields
- Fencing
- Landscaping
- Parking Lots
- Site Lighting
- Site Utilities
- Walkways

Numerous ADA issues have also been identified as being out of compliance. The school has made attempts to correct the ADA issues. However, attempts do not meet the current ADA recommendations. These items include:

- Access to classrooms
- Force required to open exterior doors
- Signage
- Counter Heights
- Door Hardware
- (It should be noted that all items would have to be brought up to current code if renovation were to be pursued.)

Safety and security reports have been generated identifying issues that exist on the Laguna Elementary School campus. (Exhibit 6) In the 1960s, when Laguna Elementary School was constructed, student, staff and visitor safety and security was addressed, but not to the extent that is required today. The current configuration of the school facilities makes it extremely difficult to monitor the campus, even with surveillance cameras. The current configuration also creates a challenge for staff to lock down the campus and deter unwanted visitors. The school is located approximately 200 feet away from the Pueblo of Laguna Detention Facility. It is not uncommon to catch recently released inmates walking across the campus. The facility has external entrance points to every classroom. The facility provides little, to no ability, to provide for safe “shelter in place” during emergencies.

The Laguna Elementary School's facility conditions have played a major role in where parents choose to send their children to school. The student enrollment at Laguna Elementary School has declined substantially since the facility was first condemned. The Laguna Department of Education has tracked students living within its service area who attend the Grants-Cibola County Schools (GCCS.) The number of students within the service area has been relatively stable; however, there has been an exponential increase in the out-migration of students to the GCCS. One of the main reasons cited by community members has been the fact that the GCCS has partnered with the state of New Mexico to build a new school in Cubero and has updated several of its school facilities to provide their students with a safe, secure, and stimulating learning environment. It is clear to Pueblo of Laguna residents that the Laguna Elementary School facility is inferior to those facilities and cannot provide the same type of environment. (Exhibit 7)

The Laguna Department of Education has been proactive in preparing for this application and presentation. A 15.1 acre site has been located and approved by the Pueblo of Laguna. (Exhibit 8) Community meetings have been conducted for the purpose of gathering community input and assistance. Finally, the following steps and / or assessments have been completed for the identified 15.1 acre site: (Exhibit 9)

- Educational Specification (Ed Spec): The Ed Spec for the new Laguna Elementary School was developed by Fanning Howey Associates Inc. (FHAI) in conjunction with Van H. Gilbert Architect P.C. (VHGA)
- Program of Requirements (POR): The POR was prepared by Architectural Research Consultants (ARC) in conjunction with VHGA
- Archeological Survey performed by Marron & Associates
- Site Boundary Survey as provided by the Laguna Department of Education
- Environmental Assessment Report prepared by Marron & Associates
- Land lease: from the Pueblo of Laguna
- Tribal resolution for land lease is provided from the Pueblo of Laguna
- Geotechnical Report prepared by Geo Test of Albuquerque, NM
- Topographic Survey prepared by Isaacson & Arfinan Associates, PA
- Asbestos, Lead Base Paint, and other hazardous inspections and reports for buildings to be demolished
- Letter from the U.S. Army Corp of Engineers determining the project construction site is located outside 500 year flood plain
- Statement of the Preservation Compliance with Section 106 of the national Historic Preservation Act of 1966 from Marron & Associates

- Acknowledgement that adequate utilities exist for the project to include adequate water, sewage, disposal, fuel distribution, electrical service, and access roads prepared by Isaacson & Arfinan Associates
- Site Master Plan developed by VHGA
- The Preliminary Architect/ Engineering Requirements: Architectural and engineering requirements have been prepared to incorporate preliminary assumptions for technical requirements of the School design. The disciplines addressed include:
  1. Architectural
  2. Civil Engineering
  3. Structural Engineering
  4. Mechanical Engineering
  5. Electrical Engineering
  6. US Green Building Sustainable Design Concepts

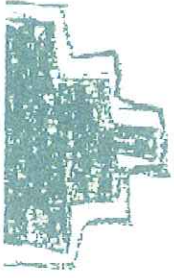
(All documents and reports available for inspection upon request)

The Laguna Department of Education is grateful for the opportunity to present this information to the Office of Indian Affairs' Division of Facilities Maintenance and Construction, National Review Committee. It would be an honor to respond to any questions that the committee may have.

Respectfully submitted,



E. David Atencio  
Superintendent



# Pueblo of Laguna

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**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

**EXHIBIT**

**1**

**February 3, 2016**



FMIS Production		ALL Owned By NonQtrs only		Non Quarters		Location Program Totals	Asset Count	Gross Sq Ft	Replacement Cost 2009 or 2010?	Buildings Deferred Maintenance	FCI	Condition	
Sort order by Program, FCI Descending													
Structure Last Updated: 31-Oct-2013 Run Date: 04-Nov-2013 06:15 AM													
Asset status = Occupied, Occupied by others-----new, does not include Not in Use, Not													
Includes Towers for occupied, occupied by others asset count													
General Administration													
Public Safety and Justice													
Filtered Subtotals 37 Total Locations													
Filtered Subtotals													
QAB	Region	Loc Number	NAME	STATE	of the 182 Schels	Program	Asset Count	Gross Sq Ft	Replacement Cost 2009 or 2010?	Buildings Deferred Maintenance	FCI	Condition	
1	Yes	Navajo	N35-07	Grant Lukachukai Board	Arizona	Yes of 182	Education	21	100 610	\$25 944 329	\$29 129 557	1 5082	Poor
2	Yes	Navajo	N33-13	BIA Tonalea/Redlake Day	Arizona	Yes of 182	Education	10	59 735	\$14 066 342	\$15 125 215	1 0113	Poor
3	Yes	Southwest	M21-02	Grant Laguna Elementary	New Mexico	Yes of 182	Education	24	66 136	\$17 750 526	\$12 299 063	0 6926	Poor
4	Yes	Navajo	N33-14	Grant Richfield Resident	Utah	Yes of 182	Education	3	21 122	\$5 669 538	\$2 442 088	0 4307	Poor
5	Yes	Navajo	N32-11	BIA To'haali' (Toadlena)	New Mexico	Yes of 182	Education	6	69 894	\$23 021 794	\$9 199 512	0 3962	Poor
6	No	Great Plains	A07-06	BIA Okreek	South Dakota		Education	1	4 940	\$1 284 272	\$474 680	0 3696	Poor
7	Yes	Navajo	N34-05	BIA Chi-Chi/Tah-Jones	New Mexico	Yes of 182	Education	20	60 981	\$14 486 779	\$5 219 737	0 3603	Poor
8	Yes	Navajo	N35-20	BIA Christ Boarding Sch	Arizona	Yes of 182	Education		176 111	\$43 007 945	\$15 090 482	0 3509	Poor
9	Yes	Navajo	N33-04	BIA Dennehotso Boardin	Arizona	Yes of 182	Education	12	56 422	\$14 347 466	\$5 000 749	0 3465	Poor
10	Yes	Navajo	N34-24	Grant Dzint-na-o-dzine	New Mexico	Yes of 182	Education	14	115 974	\$29 291 131	\$9 621 076	0 3289	Poor
11	No	Great Plains	A07-08	BIA Spring Creek	South Dakota		Education	1	7 157	\$1 660 634	\$475 541	0 2856	Poor
12	Yes	Navajo	N36-05	BIA Crystal Boarding Sch	New Mexico	Yes of 182	Education	17	42 700	\$11 031 418	\$2 530 948	0 2113	Poor
13	Yes	Navajo	N35-21	BIA Many Farms High Sch	Arizona	Yes of 182	Education	38	380 089	\$99 617 996	\$20 667 395	0 2075	Poor
14	Yes	Navajo	N36-24	Grant Wide Ruins Comm	Arizona	Yes of 182	Education	17	80 249	\$14 263 717	\$2 634 648	0 2057	Poor
15	Yes	Navajo	N35-11	Contract Rock Point Cpn	Arizona	Yes of 182	Education	14	155 553	\$35 508 291	\$2 644 614	0 1935	Poor
16	Yes	Navajo	N33-16	Grant Shonto Boarding S	Arizona	Yes of 182	Education	21	244 162	\$64 649 800	\$12 285 204	0 1894	Poor
17	Yes	Great Plains	A05-06	Grant Wounded Knee Dr	South Dakota	Yes of 182	Education	6	42 650	\$10 611 313	\$1 979 372	0 1831	Poor
18	Yes	Navajo	N34-18	BIA Na' Neelzhin J/Olta	New Mexico	Yes of 182	Education	7	55 102	\$13 332 916	\$2 436 610	0 1826	Poor
19	Yes	Navajo	N36-25	Grant Winslow Resident	Arizona	Yes of 182	Education	3	36 029	\$8 265 321	\$1 469 252	0 1773	Poor
20	Yes	Navajo	N33-15	BIA Rocky Ridge Boardin	Arizona	Yes of 182	Education	10	42 618	\$11 393 123	\$1 941 696	0 1709	Poor
21	Yes	Western	H65-14	Grant Hotevilla Biscan C	Arizona	Yes of 182	Education	10	25 593	\$5 598 483	\$982 008	0 1637	Poor
22	Yes	Navajo	N34-12	BIA Mariano Lake Comm	New Mexico	Yes of 182	Education	22	51 433	\$11 991 090	\$1 968 705	0 1632	Poor
23	Yes	Western	H65-16	Grant Moencop Day Sch	Arizona	Yes of 182	Education	9	26 666	\$6 555 120	\$1 050 742	0 1603	Poor
24	Yes	Western	H64-08	Grant Duckwater Shosh	Nevada	Yes of 182	Education	3	15 420	\$3 028 226	\$617 288	0 1571	Poor
25	Yes	Great Plains	A06-23	Grant Crazy Horse Scho	South Dakota	Yes of 182	Education	6	118 441	\$30 157 914	\$4 302 063	0 1493	Poor
26	Yes	Southwest	M25-20	BIA Te Tsu Goh Oversee	New Mexico	Yes of 182	Education	6	9 265	\$2 332 732	\$345 684	0 1489	Poor
27	Yes	Navajo	N33-11	Grant Naa'it' aai (Nav)	Arizona	Yes of 182	Education	9	62 825	\$17 092 296	\$2 519 750	0 1474	Poor
28	Yes	Navajo	N33-22	Grant Greyhills High Sch	Arizona	Yes of 182	Education	1	356 922	\$92 646 244	\$13 522 308	0 1460	Poor
29	Yes	Navajo	N34-03	Grant Dibe Yazhi Habon	New Mexico	Yes of 182	Education	7	44 188	\$10 714 642	\$1 429 471	0 1334	Poor
30	Yes	Western	H57-12	Grant Blackwater Comm	Arizona	Yes of 182	Education	12	35 849	\$8 047 193	\$1 040 616	0 1293	Poor
31	Yes	Navajo	N33-02	BIA Aneth Community Sch	Utah	Yes of 182	Education	6	80 944	\$21 616 057	\$2 715 066	0 1282	Poor
32	Yes	Midwest	F53-13	Grant Bug-O-Nay-Ga-Sh	Minnesota	Yes of 182	Education	13	114 994	\$27 347 499	\$3 434 574	0 1256	Poor
33	Yes	Navajo	N35-23	Grant Black Mesa Comm	Arizona	Yes of 182	Education	8	22 163	\$5 698 197	\$714 207	0 1253	Poor
34	Yes	Southern	B01-02	BIA Riverside Indian Sch	Oklahoma	Yes of 182	Education	40	207 588	\$73 635 611	\$9 127 987	0 1236	Poor
35	Yes	Navajo	N36-18	BIA Pine Springs Day Sch	Arizona	Yes of 182	Education	6	27 356	\$6 762 216	\$788 237	0 1169	Poor
36	Yes	Western	H54-11	BIA Santa Rosa Ranch S	Arizona	Yes of 182	Education		24 341	\$5 421 931	\$566 292	0 1045	Poor
37	Yes	Western	H61-13	Grant Hopi Day School	Arizona	Yes of 182	Education		45 611	\$8 532 204	\$860 889	0 1009	Poor

**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

**EXHIBIT**

**2**

**February 3, 2016**



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**EXHIBIT**

**3**

**February 3, 2016**

## Photos



Crawl space view



New pipe insulation



Debris



Debris



Debris



Debris

Pueblo of Laguna - Department of Education - Facilities Management

**Building 1130**, Laguna Elementary School, this building is currently 51 years old and was placed into service in 1964 at Laguna, New Mexico. This building is in "Poor Condition" as classified in FMIS per the Validation of Building Report. This building still has some great concerns due to the fact that there is still Asbestos Containing Materials (ACM) within the building structure itself and the possibility of it becoming friable still exists, this concern is for the safety of the children, staff and everyone who works there. The building has numerous roof issues and roof leaks; the current cooling system provides cooling with the use of Evaporative (Swamp) Coolers and uses many gallons of water during the cooling season, also during the humid months the system makes the buildings very uncomfortable for students and staff; the buildings electrical panels and transformers are in need of an upgrade to meet the most current electrical code; the electrical lighting fixtures are still using T-12 bulbs and need upgrading to a more energy efficient lighting system; restrooms are non-ADA compliant, the heating system is a hot water boiler that should be converted to roof top units.

Record Reports Help						
Main Menu	Reload Drilldown	Save	Insert	Delete	Search	Reports
Deficiency Summary <b>Deficiency Detail</b> Cost Estimating						
<input checked="" type="checkbox"/> Agency	Reporting Organization	Location #	Education #	Location Name	Inv Type	Structure #
<input checked="" type="checkbox"/> Region	Laguna Agency	M21-02	D21M02	Laguna Elementary School	Buildng	1130
Backlog Number	Backlog Status	Backlog Title			Deficiency Class	
M21-02-1130-P-001-1		Replacement or Renovation of Building 1130: School Building			UBC - Uniform Building Code	
Deficiency Subclass	Justification	Planned Corrective Action			Inspection Number	
Wells/Doors/Windows (othe	Building 1130, Laguna Elementary Schc	Building 1130, Laguna Elementary Schc				
Program Office Description					Work Ticket Number	
Site Description						
Seq No	Status	Category	Rank	Type	<input type="checkbox"/> Repeat Inspection Item	
001	Draft	P-Programatic	1	Functional		
<b>Description</b>						RAC
Replacement or Renovation of Building 1130: School Building						5
Inventory Item						
Division / Sub-Division / Classification				Quantity	Unit of Measure	
Planned Corrective Measure						
Building 1130, Laguna Elementary School: The building is currently 51 years old and was placed into service in 1964 at Laguna, N					Planned Completion	
					4/29/2016	
Planned Funding Method	Estimate Type	Estimate Date	Estimate Cost	Actual Completion	Actual Cost	
FTR	BIA Estimate	4/27/2015	\$6,014,735.00			
Original Estimate: \$5,783,399			<b>Backlog Submitted for Approval</b>			
Geographical Factor: 1.04						

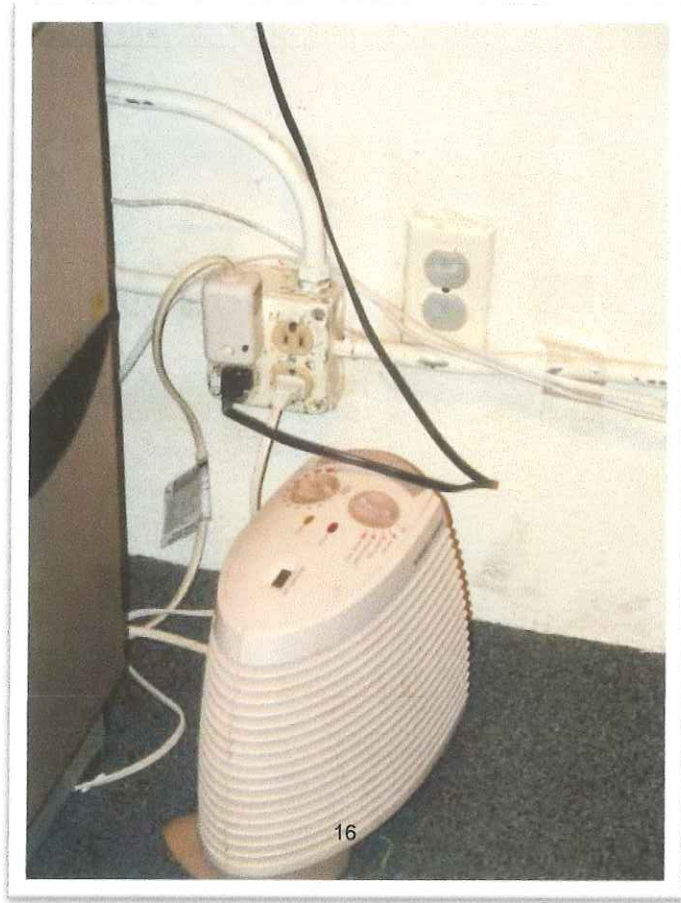
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**EXHIBIT**

**4**

**February 3, 2016**





**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

**EXHIBIT**

**5**

**February 3, 2016**

LAGUNA ELEMENTARY SCHOOL

BUILDING 1130: BUILDING SYSTEMS ASSESSMENT - 2016

BUILDING SYSTEM	EXPECTED LIFE SPAN	ACTUAL LIFE SPAN	INSTALLATION YEAR	REPLACEMENT YEAR
<b>BUILDING 1130:</b>				
Air / Ventilation Equipment	20	54	1962	1962
Ceiling Finishes	30	11	1962	2005
Communications / Security	15	54	1962	1962
Exterior Walls	100	54	1962	1962
Exterior Windows and Doors	30	54	1962	1962
Fire Detection / Alarm*	15	21	1962	1995
Fire Sprinkler	50		N/A	N/A
Floor Finishes	12	16	1962	2000
Foundation / Slab / Structure*	100	54	1962	1962
HVAC	30	4	1962	2012
Institutional Equipment	30	54	1962	1962
Interior Doors, Partitions, Stairs, Elevator	50	54	1962	1962
Interior Walls	60	54	1962	1962
Lighting / Branch Circuits	30	54	1962	1962
Main Power / Emergency*	30	54	1962	1962
Other Electrical Systems	20	54	1962	1962
Other Equipment	60	54	1962	1962
Plumbing*	30	7	1962	2009
Roof	20	17	1962	1999
Technology	10	11	1962	2005
Wall Finishes	12	11	1962	2005

\* PLUMBING: Student restrooms and some staff restrooms were updated, but there are some restrooms that have not been updated. Water lines have not been replaced.

\* FIRE ALARM: Repairs were funded 2010

\* FOUNDATION/SLAB/STRUCTURE: There are visible signs of building settlement which is currently being monitored.

SITE SYSTEM	EXPECTED LIFE SPAN	ACTUAL LIFE SPAN	INSTALLATION YEAR	REPLACEMENT YEAR
<b>SITE:</b>				
Athletic Fields	30	54	1962	1962
Fencing	100	54	1962	1962
Landscaping	30	54	1962	1962
Parking Lots	20	54	1962	1962
Playground Equipment	15	6	1962	2010
Site Lighting	40	54	1962	1962
Site Specialties	40	54	1962	1962
Site Utilities	50	54	1962	1962
Walkways	30	54	1962	1962

LAGUNA ELEMENTARY SCHOOL

BUILDING 1131: BUILDING SYSTEMS ASSESSMENT - 2016

BUILDING SYSTEM	EXPECTED LIFE SPAN	ACTUAL LIFE SPAN	INSTALLATION YEAR	REPLACEMENT YEAR
<b>BUILDING 1131:</b>				
Air / Ventilation Equipment	20	54	1962	1962
Ceiling Finishes	30	11	1962	2005
Communications / Security	15	54	1962	1962
Exterior Walls	100	54	1962	1962
Exterior Windows and Doors	30	54	1962	1962
Fire Detection / Alarm*	15	16	1962	2000
Fire Sprinkler	50		N/A	N/A
Floor Finishes	12	16	1962	2000
Foundation / Slab / Structure*	100	54	1962	1962
HVAC*	30	4	1962	2012
Institutional Equipment	30	54	1962	1962
Interior Doors, Partitions, Stairs, Elevator	50	54	1962	1962
Interior Walls	60	54	1962	1962
Lighting / Branch Circuits	30	54	1962	1962
Main Power / Emergency*	30	54	1962	1962
Other Electrical Systems	20	54	1962	1962
Other Equipment	60	54	1962	1962
Plumbing*	30	7	1962	2009
Roof	20	17	1962	1999
Technology	10	11	1962	2005
Wall Finishes	12	11	1962	2005

\* PLUMBING: Student restrooms and some staff restrooms were updated, but there are some restrooms that have not been updated. Water lines have not been replaced.

\* FIRE ALARM: Repairs were funded 2011

\* FOUNDATION/SLAB/STRUCTURE: There are visible signs of building settlement which is currently being

\* MAIN POWER/EMERGENCY: Panel board and switchboard was replaced in building 1131 in 2000 and 2004 respectively.

HVAC: Replaced circulating pump in boiler room 2012.

LAGUNA ELEMENTARY SCHOOL

BUILDING 1132: BUILDING SYSTEMS ASSESSMENT - 2016

BUILDING SYSTEM	EXPECTED LIFE SPAN	ACTUAL LIFE SPAN	INSTALLATION YEAR	REPLACEMENT YEAR
<b>BUILDING 1132:</b>				
Air / Ventilation Equipment	20	54	1962	1962
Ceiling Finishes	30	11	1962	2005
Communications / Security	15	54	1962	1962
Exterior Walls	100	54	1962	1962
Exterior Windows and Doors	30	54	1962	1962
Fire Detection / Alarm*	15	16	1962	2000
Fire Sprinkler	50		N/A	N/A
Floor Finishes	12	16	1962	2000
Foundation / Slab / Structure*	100	54	1962	1962
HVAC	30	4	1962	2012
Institutional Equipment	30	54	1962	1962
Interior Doors, Partitions, Stairs, Elevator	50	54	1962	1962
Interior Walls	60	54	1962	1962
Lighting / Branch Circuits	30	54	1962	1962
Main Power / Emergency*	30	54	1962	1962
Other Electrical Systems	20	54	1962	1962
Other Equipment	60	54	1962	1962
Plumbing*	30	7	1962	2009
Roof	20	17	1962	1999
Technology	10	11	1962	2005
Wall Finishes	12	11	1962	2005

\* PLUMBING: Student restrooms and some staff restrooms were updated, but there are some restrooms that have not been updated. Water lines have not been replaced.

\* FIRE ALARM: Fire sprinklers install in janitor closets 2000

\* FOUNDATION/SLAB/STRUCTURE: There are visible signs of building settlement which is currently being

LAGUNA ELEMENTARY SCHOOL

BUILDING 1133: BUILDING SYSTEMS ASSESSMENT - 2016

BUILDING SYSTEM	EXPECTED LIFE SPAN	ACTUAL LIFE SPAN	INSTALLATION YEAR	REPLACEMENT YEAR
<b>BUILDING 1133:</b>				
Air / Ventilation Equipment	20	54	1962	1962
Ceiling Finishes	30	11	1962	2005
Communications / Security	15	54	1962	1962
Exterior Walls	100	54	1962	1962
Exterior Windows and Doors	30	54	1962	1962
Fire Detection / Alarm*	15	16	1962	2000
Fire Sprinkler	50		N/A	N/A
Floor Finishes	12	16	1962	2000
Foundation / Slab / Structure*	100	54	1962	1962
HVAC	30	4	1962	2012
Institutional Equipment	30	54	1962	1962
Interior Doors, Partitions, Stairs, Elevator	50	54	1962	1962
Interior Walls	60	54	1962	1962
Lighting / Branch Circuits	30	54	1962	1962
Main Power / Emergency*	30	54	1962	1962
Other Electrical Systems	20	54	1962	1962
Other Equipment	60	54	1962	1962
Plumbing*	30	7	1962	2009
Roof	20	17	1962	1999
Technology	10	11	1962	2005
Wall Finishes	12	11	1962	2005

\* PLUMBING: Student restrooms and some staff restrooms were updated, but there are some restrooms that have not been updated. Water lines have not been replaced.

\* FOUNDATION/SLAB/STRUCTURE: There are visible signs of building settlement which is currently being

LAGUNA ELEMENTARY SCHOOL

BUILDING 1134: BUILDING SYSTEMS ASSESSMENT - 2016

BUILDING SYSTEM	EXPECTED LIFE SPAN	ACTUAL LIFE SPAN	INSTALLATION YEAR	REPLACEMENT YEAR
<b>BUILDING 1134:</b>				
Air / Ventilation Equipment	20	54	1962	1962
Ceiling Finishes	30	11	1962	2005
Communications / Security	15	54	1962	1962
Exterior Walls	100	54	1962	1962
Exterior Windows and Doors	30	54	1962	1962
Fire Detection / Alarm*	15	16	1962	2000
Fire Sprinkler	50		N/A	N/A
Floor Finishes	12	16	1962	2000
Foundation / Slab / Structure*	100	54	1962	1962
HVAC	30	4	1962	2012
Institutional Equipment	30	54	1962	1962
Interior Doors, Partitions, Stairs, Elevator	50	54	1962	1962
Interior Walls	60	54	1962	1962
Lighting / Branch Circuits	30	54	1962	1962
Main Power / Emergency*	30	54	1962	1962
Other Electrical Systems	20	54	1962	1962
Other Equipment	60	54	1962	1962
Plumbing*	30	7	1962	2009
Roof	20	17	1962	1999
Technology	10	11	1962	2005
Wall Finishes	12	11	1962	2005

\* PLUMBING: Student restrooms and some staff restrooms were updated, but there are some restrooms that have not been updated. Water lines have not been replaced.

\* FOUNDATION/SLAB/STRUCTURE: There are visible signs of building settlement which is currently being

LAGUNA ELEMENTARY SCHOOL

BUILDING 1135: BUILDING SYSTEMS ASSESSMENT - 2016

BUILDING SYSTEM	EXPECTED LIFE SPAN	ACTUAL LIFE SPAN	INSTALLATION YEAR	REPLACEMENT YEAR
<b>BUILDING 1135:</b>				
Air / Ventilation Equipment	20	54	1962	1962
Ceiling Finishes	30	11	1962	2005
Communications / Security	15	54	1962	1962
Exterior Walls	100	54	1962	1962
Exterior Windows and Doors	30	54	1962	1962
Fire Detection / Alarm*	15	16	1962	2000
Fire Sprinkler	50		N/A	N/A
Floor Finishes	12	16	1962	2000
Foundation / Slab / Structure*	100	54	1962	1962
HVAC	30	4	1962	2012
Institutional Equipment	30	54	1962	1962
Interior Doors, Partitions, Stairs, Elevator	50	54	1962	1962
Interior Walls	60	54	1962	1962
Lighting / Branch Circuits	30	54	1962	1962
Main Power / Emergency*	30	54	1962	1962
Other Electrical Systems	20	54	1962	1962
Other Equipment	60	54	1962	1962
Plumbing*	30	7	1962	2009
Roof	20	17	1962	1999
Technology	10	11	1962	2005
Wall Finishes	12	11	1962	2005

\* PLUMBING: Student restrooms and some staff restrooms were updated, but there are some restrooms that have not been updated. Water lines have not been replaced.

OTHER EQUIPMENT: Bleacher understructure was renovated in 2010.

\* FOUNDATION/SLAB/STRUCTURE: There are visible signs of building settlement which is currently being

\* MAIN POWER/EMERGENCY: New meter and server and new panel and remodel circuits in server room in 2011.

INSTITUTIONAL EQUIPMENT: Replaced steam kettle

## Laguna Department of Education

	Existing Square Footage	Cost Per Square Foot	Maximum Allowable Construction Cost	Total Project
<b>OPTION 1: Elementary School Renovation</b>				
Laguna Elementary School Renovation	61,579	\$150	\$9,236,850	\$12,007,905
Site Upgrades	75,000	\$6	\$450,000	\$585,000
<b>TOTAL RENOVATION PROJECT:</b>			<b>\$9,686,850</b>	<b>\$12,592,905</b>
Renovate Permanent SF only; Does not include portables.				

	Existing Square Footage	Cost Per Square Foot	Maximum Allowable Construction Cost	Total Project
<b>OPTION 2: Elementary School Replacement to NM Adequacy Standards</b>				
Laguna Elementary School	42,000	\$250	\$10,500,000	\$13,650,000
Site Upgrades	75,000	\$6	\$450,000	\$585,000
<b>TOTAL RENOVATION PROJECT:</b>			<b>\$10,950,000</b>	<b>\$14,235,000</b>

	Existing Square Footage	Cost Per Square Foot	Maximum Allowable Construction Cost	Total Project
<b>OPTION 3: Elementary School Replacement to NM Adequacy Standards</b>				
Laguna Elementary School Replacement	19,412	\$250	\$4,853,000	\$6,308,900
Site Upgrades	75,000	\$6	\$450,000	\$585,000
<b>TOTAL RENOVATION PROJECT:</b>			<b>\$5,303,000</b>	<b>\$6,893,900</b>



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**EXHIBIT**

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**February 3, 2016**

# Laguna Elementary School

## Safety and Security

### National Crime Prevention Council - School Climate – Strategies for improving the environment

#### 1. Exterior

Laguna Elementary School is located within a fairly rural residential area of the Laguna Pueblo. The school campus is situated with open space to the north and west, residential to the east and south and the Pueblo Head Start campus to the northeast. Major landmarks adjacent to the surrounding community include the Rio San Jose and Interstate 40/Old Route 66. Very few visible indicators of criminal activity are present within the surrounding community. Campus grounds are lacking fencing in a majority of appropriate areas. Perimeter fencing is almost non-existent, with the exception of residential boundary fencing to east and northeast perimeter. Student play areas and fields also lack area fencing and lockable gates. With the lack of fencing, site access control is nearly impossible.





Site parking lots and drop-offs have a feeling of disconnection from the campus buildings. Minimal and inopportune placement of windows provides very limited lines of sight toward parking lots and drop-offs for supervision and surveillance. Less than a handful of windows are oriented towards the parking lot and offer litter supervision for activities taking place on the south side of campus. The drop-offs are visible only through door lights at the main entry. Direct line-of-sight is limited from a makeshift receptionist's desk located in the hallway just inside the main entry doors. From this vantage point, only a small portion of the drop-off is able to be

supervised. Additional staff is required monitor this area during student arrival and dismissal times. Recommendations for improvements should include a visually distinguishable entry way and additional windows that enhance opportunities for more ‘eyes on the street’ from the main administrative offices towards the parking lot and drop-offs.

## 2. Buildings

- Safe and secure schools can control unauthorized access to buildings and grounds by
  - having a single access point of entrance for visitors
  - screening visitors and requiring them to wear ID tags
  - monitoring entry to the school from a single point
  - reducing the number of secondary entries around the perimeter and to buildings.



Way-finding and campus signage are important elements of any functioning site, and in the case of Laguna Elementary School are in need of significant improvements. The entire campus lacks a presence of directional and behavioral signage. Upon arrival at the parking lot, visitors are not greeted with any signage that direct them where to park and where to go. Further compounding this way-finding issue, the main office entry is an inconspicuous set of doors that lacks any signage designating its importance. The main entry should be celebrated to promote use and easy

of navigation. Policy and procedural signage is missing at the main entry and other building access points, with the exception of visitor policy signs posted on each classroom door. However, by the time someone encounters one of these classroom doors, they are already within the heart of campus.

### **3. School Layout and Organization**

Permanent buildings consist of a series of classroom buildings, an administrative building, and a gymnasium building. Both administration and gymnasium buildings are nearly self-contained and are able to be individually controlled based on usage. Under current operation of the campus, buildings remain unlocked when not in use during school hours, allowing unsupervised access to spaces. However, unused areas of the school are locked on a building by building basis in order to close off the school for after-hours use. Classroom buildings house multiple classrooms, storages and restrooms. All spaces are accessed through exterior doors that cannot be locked from the inside. Each classroom is provided with two exterior doors, located on opposite sides of the classroom. During emergency shelter-in-place situations, teachers are required to exit the classroom and lock the door from the outside and then do the same for the second door on the opposite side. At the same time, teachers are also required to close up to eight different sets of window blinds in each classroom, in order to restrict vision into the classroom spaces. The existing window blinds are a benefit to campus, but are in poor working condition and require repair and/or replacement.





#### **4. Physical Security**

The existing campus is equipped with both communications and surveillance/security systems in all permanent spaces. Both systems are operational, however, each could use upgrades to enhance safety/security concerns. The two-way communication system connects only the main office with permanent and portable classrooms. An outdated phone system is installed in each classroom. Several classrooms do not have functional phones, defeating the intent of the two-way communication system. Also installed is a central security camera system throughout the school, with cameras covering inside and outside areas. Due to campus building configuration and an exterior circulation system, security cameras provide minimal coverage, including main walkways, play areas and some building entries.

#### **5. Lockdown/Emergency Response Issues. FBI, Homeland Security, BIE Safe and Secure School Sites**

- Effective notification of lockdown initiation - outdated PA system, non functioning in several classrooms, not available at all for exterior buildings and play areas
- Notification of police and authorities
- Control all access to rooms/buildings, multiple points of access, doors can only be locked and unlocked by key outside the classrooms and buildings

- Account for all students/staff. No way to monitor students in exterior and perimeter buildings.
- Effective system of communication - outdated and nonexistent in some cases
- Move students away from doors and windows - impossible in many cases
- monitor movements of intruders and establish a command center of operations - no way to have key personnel be in a central command area without exposing everyone outside

## Introduction

This assessment has been prepared to provide guidance and assistance in regard to the integration of Crime Prevention Through Environmental Design (CPTED) principals into the existing Laguna Elementary School campus. The CPTED concept is based on the idea that proper design and the effective use of the built environment can lead to a reduction in the fear of and incidence of crime and an improvement in the quality of life. CPTED principles and strategies are used to identify and incorporate design features, which reduce opportunities for criminal activity to occur. The effectiveness of CPTED is based on the fact that the physical environment influences behavior for both normal (students, staff, and visitors with legitimate school business) and abnormal (criminals and illegitimate persons) users. CPTED design principals are functionally grouped into four categories:

1. *Natural Surveillance*: Strategies to design the built environment in a manner that promotes visibility of public spaces and areas.
2. *Access Control*: Techniques that prevent and/or deter unauthorized and inappropriate access.
3. *Territorial Reinforcement*: Strategies to enhance the perception of "ownership" therefore lessening the perceived rewards of criminal activity.
4. *Maintenance*: Strategies ensuring a continued commitment to well a maintained and attractive built environment that incorporate the previously identified CPTED categories.

These principles have been initially reviewed to identify areas of safety/security concerns and how each are/are not being met by the existing Laguna Elementary School campus. This assessment can provide a snapshot of the school's safety and identify areas needing improvement. The information described below is based on observations and interviews conducted of the assessment team. It is not intended to imply that CPTED strategies are absolute or perfect. All new construction or retrofits recommended within should comply with existing building/zoning/life safety codes. Ultimately the goal of this assessment is to help ensure that students achieve their learning potential within a safe and secure environment.

## Exterior Environment

Laguna Elementary School is located within a fairly rural residential area of the Laguna Pueblo. The school campus is situated with open space to the north and west, residential to the east and south and the Pueblo Head Start campus to the northeast. Major landmarks adjacent to the surrounding community include the Rio San Jose and Interstate 40/Old Route 66. Very few visible indicators of criminal activity are present within the surrounding community.

Campus grounds are lacking fencing in a majority of appropriate areas. Perimeter fencing is almost non-existent, with the exception of residential boundary fencing to east and northeast perimeter. Student play areas and fields also lack area fencing and lockable gates. With the lack of fencing, site access control is nearly impossible. Recommendations for improvement include installation of a perimeter security fence, strategically/functionally located lockable gates around the perimeter and play area fencing. Chain-link is a low cost option. However, decorative metal fencing is recommended to help enhance the visual attractiveness of the school campus.

The school use parking lot located across Schoolhouse Road is surrounded by perimeter security fencing comprised of chain-link fabric and barbed-wire top strands. Rolling chain-link gates complete the



perimeter fencing at entry/exit drives. A single street lamp illuminates the entry drive to the parking lot. A striped crosswalk connects the parking lot with the school campus proper. With the exception of traffic signage, no traffic calming measures are present along Schoolhouse Road. Recommendations for improvements include installation of additional parking lot lighting to meet the Illumination Engineering Society (IES) illuminance recommendations, installation of a raised/table-top cross walk, and other traffic calming measures to increase the safety of non-motorized users of the street.

Site parking lots and drop-offs have a feeling of disconnection from the campus buildings. Minimal and inopportune placement of windows provide very limited lines of sight toward parking lots and drop-offs for supervision and surveillance. Less than a handful of windows are oriented towards the parking lot and offer little supervision for activities taking place on the south side of campus. The drop-offs are visible only through door lights at the main entry. Direct line-of-sight is limited from a makeshift receptionist's desk located in the hallway just inside the main entry doors. From this vantage point, only a small portion of the drop-off is able to be supervised. Additional staff is required monitor this area during student arrival and dismissal times. Recommendations for improvements should include a visually distinguishable entry way and additional windows that enhance opportunities for more 'eyes on the street' from the main administrative offices towards the parking lot and drop-offs.

Wayfinding and campus signage are important elements of any functioning site, and in the case of Laguna Elementary School are in need of significant improvements. The entire campus lacks a presence of directional and behavioral signage. Upon arrival at the parking lot, visitors are not greeted with any signage that direct them where to park and where to go. Further compounding this wayfinding issue, the main office entry is an inconspicuous set of doors that lacks any signage designating its importance. The main entry should be celebrated to promote use and easy of navigation. Policy and procedural signage is missing at the main entry and other building access points, with the exception of visitor policy signs posted on each classroom door. However, by the time someone encounters one of these classroom doors, they are already within the heart of campus. Recommendations for improvements include the installation of various wayfinding and signage elements; (1) directional signage from all campus entry points directing visitors to the designated administrative areas, (2) building lettering identifying the main office, (3) campus signage indicating restricted areas, (4) campus signage identify significant administrative/safety policies – e.g. drug-free, weapon-free, smoke-free, bully-free, etc., and (5) campus signage identifying the visitor policy/procedures posted at all entrances.

#### Campus Buildings

The existing Laguna Elementary School is organized around an arrangement of smaller, clustered buildings. The campus includes six permanent buildings and ten portable buildings. Permanent buildings are connected through a series of exterior covered walkways. Portable buildings are connected by concrete sidewalks. The physical arrangement of buildings makes supervision difficult due to the large number of walkways between buildings. School staff are unable to monitor the numerous exterior circulation corridors. Because of the open and unfenced campus, school staff are also unable to monitor all entrances and exits during student arrival/dismissal times. The open circulation system, countless entry points and lack of fencing make access to buildings nearly impossible to control. With the configuration of existing buildings and locations of building doors, recommendations to enhance access control are difficult to make.

Permanent buildings consist of a series of classroom buildings, an administrative building, and a gymnasium building. Both administration and gymnasium buildings are nearly self-contained and are able to be individually controlled based on usage. Under current operation of the campus, buildings remain unlocked when not in use during school hours, allowing unsupervised access to spaces. However, unused areas of the school are locked on a building by building basis in order to close off the school for after-hours use. Classroom buildings house multiple classrooms, storages and restrooms. All spaces are accessed through exterior doors that cannot be locked from the inside. Each classroom is provided with two exterior doors, located on opposite sides of the classroom. During emergency shelter-in-place situations, teachers are required to exit the classroom and lock the door from the outside and then do the same for the second door on the opposite side. At the same time, teachers are also required to close up to eight different sets of window blinds in each classroom, in order to restrict vision into the classroom spaces. The existing window blinds are a benefit to campus, but are in poor working condition and require repair and/or replacement. Recommendations for improvements include adoption of administrative procedures for locking buildings when not in use, replacement of all exterior door hardware/lockset that can be locked from the inside, and replacement of window blinds.

The existing campus is equipped with both communications and surveillance/security systems in all permanent spaces. Both systems are operational, however, each could use upgrades to enhance safety/security concerns. The two-way communication system connects only the main office with permanent and portable classrooms. An outdated phone system is installed in each classroom. Several classrooms do not have functional phones, defeating the intent of the two-way communication system. Also installed is a central security camera system throughout the school, with cameras covering inside and outside areas. Due to campus building configuration and an exterior circulation system, security cameras provide minimal coverage, including main walkways, play areas and some building entries. Recommendations for improvements include replacing the two-way communication system, expanding two-way communication to provide connection with common areas and any school based security staff, and installing additional security cameras at strategic locations to provide maximum coverage of the school grounds and building entries.

Prepared by:

Steven J. Alano, AIA, CPD  
Greer Stafford/SJCF Architecture, Inc.

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Review Committee**

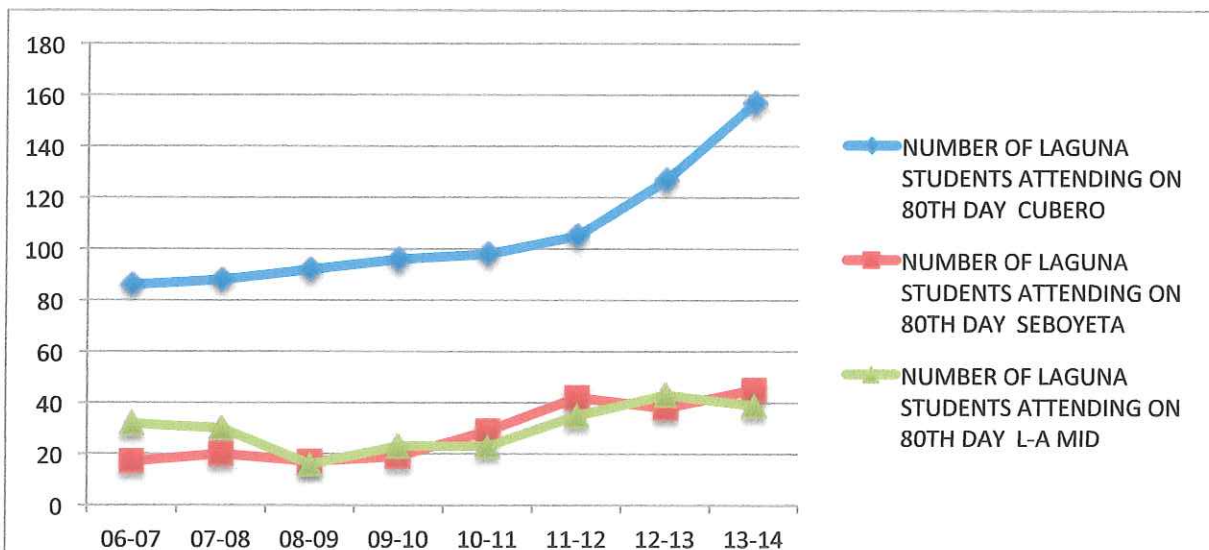
**EXHIBIT**

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**February 3, 2016**

## NUMBER OF LAGUNA STUDENTS ATTENDING ON 80TH DAY

YEAR	CUBERO	SEBOYETA	L-A MID
06-07	86	17	32
07-08	88	20	30
08-09	92	17	16
09-10	96	19	23
10-11	98	29	23
11-12	105	42	35
12-13	127	38	43
13-14	157	45	39



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**February 3, 2016**



15.1 ACRES

PROPOSED NEW  
ELEMENTARY SCHOOL  
SITE

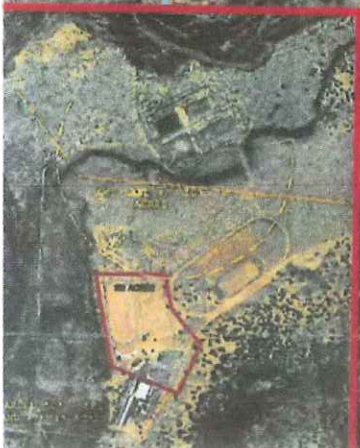
MULTI PURPOSE  
FIELD

OVERFLOW  
PARKING

NEW  
K-5  
BLDG

DROP OFF/  
PARKING

EXISTING MIDDLE SCHOOL



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## EXECUTIVE SUMMARY

The following document is a compilation of numerous reports prepared as necessary to complete the planning phase for the New Replacement Laguna Elementary School. The Planning Phase is the initial step in the process of providing a New Elementary School. Subsequent phases will include Phase Two, Design, and Phase Three, Construction. The Planning Phase documents are those necessary to provide adequate planning and identify the information necessary to complete a successful design.

The Planning Phase work consists of the following:

- A. Educational Specification (Ed Spec): The Ed Spec for the new Laguna Elementary School was developed by Fanning Howey Associates Inc. (FHAI) in conjunction with Van H. Gilbert Architect P.C. (VHGA). The Ed Spec documents define the programs and educational plans of the Laguna Department of Education for the Elementary School. This Document was created based on extensive work sessions with the Board of Education and with the District Stakeholder Groups. The Board of Education in their work session developed a Vision Statement, a Mission Statement, and Design Principles to guide the participants of the Elementary School design process. The work sessions with the Stakeholders provided an opportunity for an onsite design dialogue with representatives of the various areas of interest within the school facility. Questionnaires were distributed in advance of the work sessions to enable the participants to analyze the details and discuss how the spaces needed to work. Within these work sessions, the cornerstone of the design response is the development of the new Elementary School containing two distinct houses; one for Grades K through 2 and one for Grades 3 to 5. The Ed Spec goes on to provide a detailed account of all the spaces that will eventually make up the Laguna Elementary School.
- B. Program of Requirements (POR): The POR was prepared by Architectural Research Consultants (ARC) in conjunction with VHGA. The POR describes the instructional model, needs, goals, concepts, and planning guidelines for the new School as well as a comparison to the BIA Preliminary Program of Requirements. The original BIA Preliminary Program Requirements indicated a 50,225 square foot School for an enrollment of 248. This Preliminary Program set the maximum capacity at 294 students. The POR as detailed by ARC discusses a new Laguna Elementary School projected to house the same 248 students with a gross square footage of approximately 70,515. The POR also includes an additional 8,870 square feet for District offices for this 297 Land Grant school system. The POR addresses school needs not covered in the BIA Preliminary Program and provides conceptual relationship diagrams and space criteria information and where they differ from the 2007 BIA School Facilities Space Templates.
- C. Other Planning Services: Other Planning Documents included in this Report include the following:

1. Archeological Survey performed by Marron & Associates. This Survey was performed on the site being considered for the New Laguna Elementary School construction. The Survey produced documentation of three Archeological Sites within the project area. These findings are delineated in detail in the enclosed report.
2. Site Boundary Survey as provided by the Laguna Department of Education.
3. Environmental Assessment Report prepared by Marron & Associates. This Report was prepared in compliance with the National Environmental Policy Act of 1969 and the BIA NEPA Handbook. The objectives of the Environmental Assessment are as follows:
  - a. Describe the baseline environmental conditions of the project area,
  - b. Analyze potential impacts of the existing environment from construction of the project.
  - c. Provide a NEPA compliant document for the proposed design and construction. The document also provides the Pueblo of Laguna and the BIA with information that could be used in developing mitigation measures to minimize or avoid the impacts to the human and natural environment.
4. Land lease: A copy of existing land lease is provided from the Pueblo of Laguna.
5. Tribal resolution for land lease is provided from the Pueblo of Laguna.
6. Geotechnical Report prepared by GeoTest of Albuquerque, NM. This Report contains results of field investigation of the proposed site and laboratory testing and recommendations for foundation design, slabs support as well as criteria for site grading and paving. It also evaluates the nature and engineering properties of subsurface soils and rock underlying the site.
7. Topographic Survey prepared by Isaacson & Arfman Associates, PA. This Survey is included herein.
8. Asbestos, Lead Base Paint, and other hazardous inspections and reports for buildings to be demolished as provided by the Laguna Department of Education.
9. Letter from the U.S. Army Corp of Engineers determining the project construction site is located outside 500 year flood plain.
10. Statement of the Preservation Compliance with Section 106 of the national Historic Preservation Act of 1966 from Marron & Associates.

- 
11. Acknowledgement that adequate utilities exist for the project to include adequate water, sewage, disposal, fuel distribution, electrical service, and access roads prepared by Isaacson & Arfman Associates.
- D. Site Master Plan developed by VHGA. This Master Plan shows the proposed school in relation to existing buildings, pedestrian/ vehicular circulation, traffic patterns, and parking areas and how they could all be conceptually arranged on site. The Master Plan was the product of two different community workshops to solicit input on these relationships.
- E. The Preliminary Architect/ Engineering Requirements: Architectural and engineering requirements have been prepared to incorporate preliminary assumptions for technical requirements of the School design. The disciplines addressed include:
1. Architectural
  2. Civil Engineering
  3. Structural Engineering
  4. Mechanical Engineering
  5. Electrical Engineering
  6. US Green Building Sustainable Design Concepts
- F. Preliminary Cost Estimates: Also included in the report is a conceptual construction cost estimate for the new elementary school.

**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

**EXHIBIT**

**10**

**February 3, 2016**

# LAGUNA DEPARTMENT OF EDUCATION 2015 – 2016 ORGANIZATIONAL CHART

## LAGUNA PUEBLO COUNCIL

## LAGUNA DEPARTMENT OF EDUCATION - BOARD OF EDUCATION

### SUPERINTENDENT

#### Business and Financial Operations

Director of Finance  
Finance, Grant Management, Budgets, Reporting, Professional Development

#### Operations

Executive Director of Operations

- IT Systems
  - IT Systems, E-Rate, Telephony, Safety, Reporting, Accountability, Professional Development
- Food Services
  - Health, Safety, Reporting, Accountability, Professional Development
- Transportation
  - Health, Safety, Reporting, Accountability, Professional Development
- Human Resources
  - Personnel, Benefits, Records, Reporting, Safety, Media / Community Relations
- Physical Plant, Safety
  - Maintenance, Repair, Construction, Grounds, Safety, Professional Development

#### Education

Executive Director of Education

- State and Federal Programs
  - Health, Safety, State/Fed. Program Implementation, Reporting, Accountability, Professional Development
- Early Childhood
  - Project Launch, Early Head Start, Pre School Head Start, Child Care, Early Intervention-Special Services, Reporting, Accountability, Professional Development
- Laguna Middle School, Laguna Elementary School (PK-8<sup>th</sup>)
  - NASIS, Native Star, Data, Reporting, Pre-K, Kindergarten, Health, Safety, After School Programs, Reporting, Accountability, Professional Development
- Student Services and Accountability
  - Special Education, GATE, Ancillary Services, Health Services, 504s, Medicaid in the Schools, Reporting, Data, Accountability, Professional Development
- Adult Education Services
  - Partners For Success, Laguna Acoma Connections, Laguna Ed. Foundation, Higher Education (TBD), Reporting, Accountability, Professional Development

**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

**EXHIBIT**

**11**

**February 3, 2016**

**PUEBLO of LAGUNA**  
Department of Education

P.O. Box 207  
Laguna, New Mexico 87026  
(505) 552-6008  
Fax (505) 552-6398

**BOARD OF EDUCATION**  
Resolution No. 0309-11

" F "

**RE: Laguna Department of Education recommendation for approval of land lease between the Pueblo of Laguna, a federally recognized Indian Tribe and the Pueblo of Laguna Department of Education**

At a duly called meeting of the Board of Education of the Laguna Department of Education held on the 9th day of March, 2011, the following resolution was adopted:

**WHEREAS**, the Pueblo of Laguna has expressed its intent through Resolution No. 58-73, Resolution No. 15-74, and Resolution No. 37-81 to set aside land for the construction of the Laguna Middle School; and

**WHEREAS**, the Pueblo of Laguna identified a tract of land, as shown on the attached 1982 plat, herein designated the Laguna Middle School property, situated within the Pueblo of Laguna Grant, in Section 33, Township 10 North, Range 5 West, New Mexico Principal Meridian, Cibola County, New Mexico; and

**WHEREAS**, that, upon completion of the layout design and determination of number of acres required, the Pueblo of Laguna Council and Bureau of Indian Affairs jointly determined the meets and bounds of the site outlined in the attached Legal Description; and

**WHEREAS**, that upon approval of the plat identified, the Council and the Bureau of Indian Affairs would enter into a lease for educational purposes for the site:


**NOW THEREFORE BE IT RESOLVED**, that the Board of Education hereby recommends approval of a lease for the 103-acre LDoE parcel within which, the proposed 15.1-acre construction site for the new Laguna elementary school will occur; and


**BE IT FURTHER RESOLVED** that due to the presence of significant archaeological properties within that site boundary, the currently proposed construction site is limited to a 15.1-acre parcel as identified in the attached map, and that no construction is proposed outside of the 15.1-acre parcel; and

**BE IT FURTHER RESOLVED** that upon approval by the Pueblo of Laguna Tribal Council through resolution, the members of the LDoE Board of Education hereby grant permission to the Board President to sign said lease.

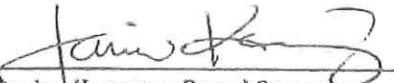


**BOARD OF EDUCATION**  
Resolution No. \_\_\_\_\_

  
\_\_\_\_\_  
Jack Ondelacy, President  
LDoE Board of Education

  
\_\_\_\_\_  
Marilyn Cheromiah, Vice President  
LDoE Board of Education

**ATTEST:**

  
\_\_\_\_\_  
Janice Kowemy, Board Secretary

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
Bureau of Indian Affairs

LEASE

Tribal Tract No. \_\_\_\_\_ T \_\_\_\_\_

LEASE No. \_\_\_\_\_

THIS LEASE, made and entered into this 26<sup>th</sup> day of April 2011, by and between the Pueblo of Laguna, a federally recognized Indian Tribe, hereinafter called the "Lessor," and the Pueblo of Laguna Department of Education, hereinafter called the "Lessee" under and in accordance with all applicable laws of Pueblo of Laguna and Pueblo Resolution No. 37-81 & dated June 22, 1981, and Pueblo Resolution No: 18-11 & dated April 15, 2011 and the regulations, 25 CFR 162, and any amendments thereto relative to the lease on restricted Indian lands, all of which by reference are made of a part hereto.

1. LAND DESCRIPTION.

For and in consideration of the rents and agreements hereinafter set out, the Pueblo hereby leases to the Lessee the lands described as follows:

A tract of land lying and being situate in Section 33, Township 10 North, Range 5 West of the New Mexico Principal Meridian, within the Laguna Indian Reservation, County of Cibola, State of New Mexico, containing 102.992 acres, more or less, said tract being more particularly described in Exhibit A.

It is further understood that Lessee shall be responsible for the construction and maintenance of any and all roads and rights-of-way within the exterior boundaries of the above-described site.

2. DEFINITIONS.

"SECRETARY" means the Secretary of the Interior or his authorized representative, delegate or successor.

"LDoE" means the Pueblo of Laguna Department of Education, or its authorized representative, delegate or successor. Also referred to as "Lessee" above.

"PUEBLO" means the Pueblo of Laguna government.

3. TERM.

The term of this Lease shall be Twenty-five years ("Initial Term") beginning on the 1st day of September 2010, and terminating September 2035; provided that Lessee shall have the right to extend this Lease for one additional Twenty-five year term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically renew for the Renewal Term unless Lessee shall notify Lessor, in writing, of Lessee's intention not to renew this Lease, at least 60 days prior to the expiration of the Initial Term.

4. PURPOSE OF THIS LEASE.

The purpose of this lease of Pueblo land is aligned with the LDOE Charter which includes but is not limited to, the construction, maintenance and use on the leased premises of a Pueblo contracted school and such other buildings and improvements as Lessee may determine, from time to time, to be used in conjunction with the operation of a Pueblo contracted school where the children of the Lessor and others may attend. The Lessee shall manage and operate the school, school buildings plant and equipment with the comparable expertise, diligence and standards as can be found in the Pueblo of Laguna- Department of Education. The Lessee covenants and agrees to use the buildings and facilities so constructed on the premises for the provision of free public education and instruction to children within the jurisdiction of the Pueblo of Laguna- Department of Education; including but not limited to children of the Pueblo of Laguna in accordance with and subject to, the laws of the State of New Mexico and the lawful rules and regulations of the Lessee as may exist from time to time. The Lessee shall have the right to permit use of such buildings and facilities and lease premises for other community purposes in conformity with its general policies pertaining to its use of school buildings as such policies may be determined from time to time.

5. CONDITION OF LEASED PREMISES.

Lessee has examined and knows the leased premises and no representations as to the condition thereof have been made by the Lessor, the Secretary or any agent of either party prior to or at the time of the execution of this lease. Lessee warrants that it has not relied on any warranty or representation made by the Lessor or the Secretary.

6. RENTALS AND OTHER AGREEMENTS.

In consideration of the Lessor entering into this Lease, the Lessee shall pay the Lessor for use of the Leased Premises rent at the rate of one dollar (\$1.00) for each twenty-five (25) year term, payment to be made for each term in advance. It is agreed that there shall be no adjustment of these payments in the event that any part of the Leased Premises is terminated before its term otherwise would expire. Only nominal rent is provided herein because this Lease is for a public purpose to the Pueblo and is for the benefit of the Pueblo of Laguna and the Leased Premises are not commercial or industrial in character. The Lessee is responsible for application of federal funds with which to construct the buildings and improvements necessary for such purpose and Lessee's efforts toward that end. If the Lessee is successful, Lessee's construction of such buildings and improvements and operation thereafter of the school on the leased premises are consideration for this lease with option to renew.

7. PLANS AND DESIGNS.

Before Lessee shall commence the construction of any substantial addition, alteration or replacement of any such building, structure, improvement of facility, Lessee shall submit to Lessor, plans and specifications for review with certification as to agreement/consent for the construction of the improvements proposed. Should Lessor disapprove of or recommend changes to the general plans, architect's design, plats, surveys or specifications, the reasons for such action shall be submitted to Lessee in writing within sixty (60) days upon receipt by the Lessor. No changes in approved plans or specifications shall be made without the consent of both the Lessor and the Secretary.

8 PERFORMANCE BOND.

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

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

9. NOTICES OF CONSTRUCTION WORK.

Before the commencement of construction of any building, structure or other improvement or any substantial repairs, alterations, additions or replacement in, on or about the leased premises, Lessee shall give or cause to be given to the Lessor and the Secretary, written notice. Lessee shall also post and maintain on the leased premises, or any part thereof, such notices of construction work as may be required by Federal and Pueblo of Laguna laws and ordinances.

10. TERMINATION PRIVILEGE.

If the Lessee fails to commence construction of buildings and/or improvements within three years from the effective date of this lease or if, after commencement of construction, Lessee shall fail to have a school in operation within three years after commencement of construction or if, after Lessee shall have started conducting school on the leased premises, there shall be any period of three consecutive years or more during which the leased premises shall not be used for construction or operation of a public school, the Lessor, at its option, may give to Lessee written

notice of its intention to terminate this lease. If within six months after receipt of such notice, Lessee shall not resume construction, operation, associated activities or does not convey to the Lessor any intent to continue use of the premises, the Lessor may terminate the lease.

11. BUILDINGS and IMPROVEMENTS.

Buildings and improvements which Lessee may erect on the premises shall be consistent with the LDOE Charter and may include but not limited to school buildings, fencing of the school site or portions thereof, water well or wells, sanitation facilities, accessory buildings and equipment, gymnasium, teacher housing and grounds improvement.

12. UTILITY RIGHT-OF-WAY & SERVICE LINE PERMITS.

The Lessee shall comply with the Pueblo of Laguna's procedures for obtaining utility services that includes but is not limited to, services line permits and leases. Lessee shall have the right to enter into agreements with public utility companies, the Pueblo of Laguna, or private utility companies to provide utility services, including but not limited to gas, water, electricity, telephone, television and sewer facilities, necessary for the full enjoyment and requirements in accord with the provisions of the lease. The agreements entered into, shall be binding upon any sub-Lessees or other occupant of the leased premises.

Before entering into such agreement or agreements, the Lessee shall provide notice to and obtain the consent of the Lessor as to proposed locations for placement of utility lines to be constructed. No sub-Lessee shall have the right to enter into such facility/utility agreements and this limitation shall be inserted in all subleases. A sub-Lessee shall, however, retain the right to assert its request for utility services.

As required by Title 25 CFR, Part 169.3 (1998), and the second paragraph of this item, to the granting of right-of-way for street and utility facilities necessary to the full enjoyment of the leased premises and development thereof requires the written approval of the Lessor. Such rights-of-way are to be granted in accord with an approved general development plan and pursuant to the Act of February 5, 1948, 62 Stat. 17, and any applicable amendments thereto, as implemented by 25 CFR, Part 169 – Rights-Of-Way Over Indian Lands (1998).

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

- (a) *Maintenance by Lessee.* At all times, during the term of the lease, Lessee shall without cost or expense to the Lessor, keep and maintain the leased premises and every part thereof, including existing boundary fences around leased premises, in good order, repaired, clean and in safe and sanitary condition. Lessee hereby indemnifies and agrees to hold Lessor and the Secretary free and harmless from all liability resulting from all actions, claims and damages by reason of Lessee's failure to comply with and perform the provisions of this article.
- (b) *Maintenance by Lessor.* During the term of the lease, Lessor shall not be required or obligated to make any changes, alterations, additions, repair or improvements in, upon or about the leased premises or any part thereof.

- (c) *Utilities.* In addition to the rents hereinbefore provided, Lessee agrees to be solely responsible for and to promptly pay for any and all charges for heat, water, gas, electricity or any other utility used or provided for in the leased premises
- (d) *Community Services.* Lessor shall be responsible for providing community services to the leased premises including but not limited to, police protection, fire protection, street maintenance for Pueblo maintained streets and roads within the leased premises, etc.

14. LIENS, TAXES AND ASSESSMENTS.

This Lease or any portion therein may not be encumbered without the prior written approval of the Lessor and the Secretary, so long as the Secretary's approval is required. Lessee shall not permit to be enforced against the leased premises or any part thereof, any liens arising from any work performed, materials furnished or obligations incurred by Lessee. Lessee shall discharge or post bond against all such liens before any action is brought for enforcement. Lessee shall pay when and as the same becomes due and payable, all taxes, assessments, license fees and other like charges levied during the term of the lease upon or against including all interest therein and property thereon for which either the Lessee or Lessor may become liable. Upon written request, the Lessee shall furnish the Lessor and the Secretary, written evidence, duly certified that any and all taxes, required to be paid by Lessee, have been paid satisfied or otherwise discharged. Lessee shall have the right to contest any claim, tax or assessment against the property by posting bond to prevent enforcement of any lien resulting therefrom and Lessee agrees to hold harmless the Lessor, the Secretary, the leased premise and all interests therein or improvements from any and all claims, taxes, assessments or similar charges from any lien, sale or other proceedings or any costs to enforce payment. Lessor any/or the Secretary shall execute and file any appropriate documents that reference real estate tax exemption of the land, upon request by Lessee.

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

15. INDEMNIFICATION AND INSURANCE.

- (a) *Indemnification.* Neither the Lessor nor the Secretary nor their officers, agents and employees shall be liable for any loss, damage or injury of any kind whatsoever, to the person or property of the Lessee or sub-Lessee or any other person whomsoever, caused by any use of the leased premises or by any defect in any structure erected thereon or arising from any accident, fire or other casualty on said premises or from any other cause whatsoever. Lessee hereby waives all claims against Lessor and the Secretary and agrees to hold Lessor and Secretary free and harmless from liability for any loss, damage or injury caused by use of the premises by Lessee, together with all costs and expenses in connection therewith.
- (b) *Public Liability Insurance.* At all times during the term of the lease, Lessee shall carry a public liability insurance policy in amounts not less than ONE HUNDRED THOUSAND DOLLARS/ THREE HUNDRED

THOUSAND DOLLARS (100,00/300,000) for personal injury and FIFTY THOUSAND DOLLARS (50,000) for property damage. Said policies are to be written jointly to protect Lessee and Lessor. Evidence, acceptable to the Lessor and the Secretary of such coverage or change in coverage shall be furnished to the Lessor with a copy to the Secretary. Lessee shall notify the Lessor and the Secretary, without delay, of any occurrence, which might precipitate the filing of a claim against the insured.

- (c) *Fire and Damage Insurance.* Lessee shall, from the date of approval of the lease, carry fire insurance with extended coverage endorsements Lessee/Lessor – including vandalism – and reflecting the parties' insurable interests; covering the full insurable value of all improvements on the leased premises. Evidence of the agreed upon amount of coverage or a change in coverage shall be furnished to the Lessor and a copy of it to the Secretary. Lessee shall notify the Lessor and the Secretary without delay of any occurrence, which may require the filing of a claim with the insurer. Lessee shall pay all premiums and other charges for such insurance. Lessee hereby agrees that damage to or destruction of any buildings or improvement on the leased premises at any time, by fire or any other casualty whatsoever, shall not cause termination of the lease or authorize the Lessee or those claimants by, through or under it to quit or surrender possession of said lands or any part thereof, and shall not release the Lessee from its liability to pay Lessor the rents agreed upon or from any other agreements, covenants or conditions of the lease. In the event of damage to any improvements on the leased premises, the Lessee shall either reconstruct the improvement in compliance with applicable laws and building regulations and in accord with plans that were approved pursuant to Article 7 of the lease entitled *Plans and Designs*. Reconstruction is to commence within one (1) year after damage to the structure or improvement has occurred. Lessee shall deposit in escrow, with an institution approved by the Lessor, all insurance proceeds. Escrow instructions shall include provisions that all funds so deposited shall be used to either reconstruct and/or remove the damaged improvements and funds shall be disbursed during the progress of reconstruction on proper architect's, engineer's or contractor's certifications or shall be disbursed during the process of removal in accord with instruction from Lessee. All funds in escrow, after reconstruction and/or removal has been completed, shall be paid to the Lessee. If a default has taken place, said funds shall remain in escrow as security for performance by Lessee until said default is remedied, after which, funds remaining shall be paid the Lessee. If Lessee does not remedy the default, said funds shall be paid to the Lessor.

16. REMOVAL OF BUILDINGS, IMPROVEMENTS AND EQUIPMENT.

The Lessee shall be the owner of and shall have the right to remove from the leased premises, within twenty-four months after the termination or expiration of this lease, any and all buildings, structures, equipment, personal or other property owned by it and placed thereon by Lessee. Upon removal, Lessee is responsible for the remediation of the leased premises and shall consult and obtain approval from the Lessor regarding proposed plans for remediation. All buildings, equipment, personal property and/or other improvements placed upon and remaining upon the said land that has not been removed from the leased premises and with the assent of the Lessor, will become the property of the Lessor upon termination or expiration of this lease.

17. UNLAWFUL CONDUCT.

The Lessee agrees that he will not use or cause to be used any part of said premises for any unlawful conduct or purpose.

18. SUBLEASES AND ASSIGNMENTS.

Unless otherwise provided herein, a sublease, assignment or amendment of the lease may be made only with the written approval of the Secretary and the Pueblo of Laguna.

19. HOLDING OVER, INSPECTION AND DELIVERY OF PREMISES.

- (a) Holding over by the Lessee after the termination or expiration of the lease shall not constitute a renewal or extension thereof or give the Lessee any rights hereunder or in or to the leased premises.
- (b) *Inspection.* The Lessor and/or the Secretary and/or their authorized representatives shall have the right, at any reasonable time during the term of the lease, to enter upon or any part thereof the leased premises, to inspect all buildings and other improvements erected or placed thereon.
- (c) Lessee hereby agrees that at the termination of this lease by normal expiration or otherwise, it will peaceably and without legal process deliver up the possession of the leased premises exclusive of such improvements as shall remain its property as hereinabove provided.

20. RELINQUISHMENT OF SUPERVISION BY THE SECRETARY.

Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the Lessee and his surety or sureties shall be notified by the Secretary of any such change in the status of the land.

22. INTEREST OF MEMBER OF CONGRESS

No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This provision shall not be construed to extend to this contract if made with corporation or company for its general benefit.

21. ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.

No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.

22. UPON WHOM BINDING.

It is understood and agreed that the covenants and agreements herein before mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the owner of the land.

23. GOVERNMENTAL AND ENVIRONMENTAL REGULATIONS.



- (a) *Archaeological, Cultural and Historic Resources.* Lessee agrees that whenever in the course of construction of improvements on the leased premises, any indication of undetected subsurface sites of archaeological, cultural or historic resources is unearthed, the construction shall be halted and the involved area reevaluated by a qualified archaeologist acceptable to the Lessor to prevent inadvertent destruction of the nonrenewable resource. The Lessee shall comply with the recommendations for mitigation made by the archaeologist and approved by the Lessor. The cost of any required archaeological reevaluation and mitigation shall be borne by the Lessee. Any archaeological, cultural or historic artifacts, which may be salvaged, shall be delivered to the Lessor for appropriate disposition.
- (b) *Regulations, Ordinances and Statutes.* Lessee shall, at Lessee's sole cost and expense, comply with all the federal and Pueblo of Laguna, and other applicable governmental authorities now in force or which may hereafter be in force pertaining to the said premises. Lessee shall also faithfully observe in the use of the premises, all Federal and Pueblo of Laguna and other applicable statutes and ordinances now in force or which may hereafter be in force.
- (c) *Environmental Protection Requirements.* It is agreed that it shall be the responsibility of the Lessee to satisfy all federal and Pueblo of Laguna environmental protection requirements to the extent as they may be applicable to the leased premises. It is further agreed that the Lessee shall furnish the Lessor and the Secretary a copy of all environmental assessments, impact statements or reports or negative declarations that may be filed with federal, Pueblo of Laguna or local governmental authorities for consideration.

24. ENVIRONMENTAL LAWS.

Lessee represents, warrants and agrees that it shall conduct its activities on the Lease Premises in compliance with all applicable Environmental Laws (some of which are defined below). Lessee shall not or allow any Subcontractor to use or store any hazardous material on the lease premises except in accordance with this Lease and in compliance with all applicable Environmental Laws.

ENVIRONMENTAL LAWS

As used in the Lease thereto, "Environmental Laws" means all applicable federal and Pueblo of Laguna orders, decisions, authorizations or permits, including, but not limited to, 11 P.O.L.C. § 1, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*, the Oil Pollution Control Act, 33 U.S.C. §§ 2701, *et seq.* or any other comparable applicable tribal, state or federal statutes or ordinances pertaining to the environment or national resources and all regulations pertaining thereto.

25. EMPLOYMENT.

When applicable by law, the Lessee agrees to employ members of the Pueblo of Laguna ("Pueblo Members") to the greatest practicable extent in all positions for which they may apply, if they meet the employment qualifications established by Lessee, it being a purpose of this Lease to stimulate and facilitate the employment of Pueblo Members and to upgrade and improve their skills and employment opportunities.

26. MINERALS AND WATER RIGHTS.

This Lease is the lease of the surface and rights incident thereto. Lessor excepts and reserves to itself, its successors, and its assigns, all oil, gas, hydrocarbons, and minerals whatsoever, including sand and gravel, already found or which may hereafter be found, upon or under the Leased Premises, with the right to prospect for, or mine and remove the same. Lessor agrees not to exercise, or allow others to exercise, its rights to enter upon the surface of the Leased Premises, or use within a depth of 200 feet, the subsurface of the Leased Premises without prior consent of the Lessee, provided, however, that the Lessor shall have the right to explore, develop and extract minerals from the Leased Premises by operations carried on from adjoining lands. This Lease is a lease of the surface and rights incident thereto, and the Lessor excepts and reserves out of the grant hereby made, all water rights owned by the Lessor.

27. VIOLATIONS OF LEASE.

It is understood and agreed that violations of this lease shall be acted upon in accordance with the regulations in 25 CFR 162 and the laws of the Pueblo of Laguna.

28. CONSENT TO JURISDICTION.

Lessee hereby consents to the legislative, executive and judicial jurisdiction of the Pueblo of Laguna in connection with all activities conducted by Lessee within the Pueblo of Laguna.

29. QUIET ENJOYMENT.

Lessor agrees to defend the title to the Leased premises and also agrees that Lessee and its tenants shall peaceably and quietly hold, enjoy and occupy the Leased Premises for the duration of the Lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever, except if the Lessee is in breach of any part of this Lease. Lessee, its assigns and sub-Lessees are subject to all the laws of the Pueblo of Laguna to the same extent as any other Pueblo member or Pueblo entity.

30. SOVEREIGN IMMUNITY.

Nothing in this Lease Agreement shall be construed as a waiver of the Pueblo of Laguna's sovereign immunity.

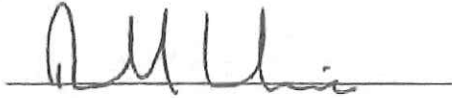
31. APPROVAL & EFFECTIVE DATE.

This Lease and all its terms and provisions shall be binding upon the heirs, successors, executors, administrators, Lessees and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect on the date of approval by the Secretary, or the Secretary's authorized representative.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the date first above written.

LESSOR

Pueblo of Laguna



Richard B. Luarkie, Governor

LESSEE

Laguna Department of Education



Jack Ondelacy, LDoE Board President

APPROVED:

SECRETARY OF THE INTERIOR

209 DM 8, Secretary's Order Nos. 3150 and 3177, 10 BIAM

Bulletin 13, as amended, and Albuquerque Area Addendum No. 9401

BY



Superintendent, Laguna Agency

Date:

5-4-2011



PUEBLO OF LAGUNA  
P.O. Box 194  
LAGUNA, NEW MEXICO 87026



PUEBLO OF LAGUNA

Resolution No. 18-11

**Re: Authorizing the Pueblo of Laguna to enter into a Lease Agreement with the Laguna Department of Education for land within the Village of Laguna.**

At a duly called meeting of the Laguna Pueblo Council ("Council") held on the 15 day of April 2011, the following Resolution was adopted:

**WHEREAS**, the Pueblo of Laguna ("Pueblo") is a federally recognized Indian Tribe with a constitution and all the inherent governmental powers of a sovereign; and

**WHEREAS**, Article IV§ 2(b) of the Pueblo of Laguna Constitution, authorizes the Pueblo to execute leases on lands within the reservation; and

**WHEREAS**, the Council, through previous resolutions have authorized lease agreements for lands designated within the Village of Laguna for the purpose of constructing educational facilities; and

**WHEREAS**, the Laguna Department of Education ("LDOE") is seeking a lease for an area of land within the Village of Laguna, understood from Council Resolution No: 37-81 to be land designated for educational purposes; and

**WHEREAS**, the Laguna Middle School was constructed on land designated by Resolution No: 37-81, however despite the construction of the Laguna Middle School and its continued operation, the lease agreement for the Laguna Middle School cannot be located within the Pueblo records, nor the Federal Government's records; and

**WHEREAS**, LDOE is proposing a site for a new elementary school that is located within lands understood by Resolution No: 37-81 to be designated for the Laguna Middle School and other educational purposes; and

**WHEREAS**, in the absence of a lease agreement document for the Laguna Middle School area, the Council wishes to create a new lease with the LDOE that clarifies the Council's previous intentions explained in Council Resolution No: 37-81 to designate land within the Village of Laguna for educational purposes; and

**WHEREAS**, the Council is in agreement that entering into a new lease will provide clarity for the Laguna Middle School premises and will also facilitate the Council's education priority; and

• **WHEREAS**, the proposed site for the new school is within the parameters that Council Resolution No: 37-81 designated for educational purposes and that additional acreage will be added to the ninety (90) acres identified in Resolution No: 37-81 bringing the total amount of acreage that LDOE is requesting to 102.992 acres that encompasses the existing Laguna Middle School and the proposed new school; and

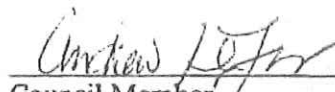
**NOW THEREFORE BE IT RESOLVED**, that the Pueblo of Laguna Council hereby authorizes the Pueblo to enter into a lease agreement with the Laguna Department of Education for 102.992 acres within the Village of Laguna for educational purposes consistent with the LDoE Charter.

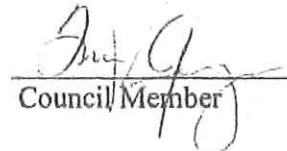
- **BE IT FURTHER RESOLVED**, that the lease agreement will cover the Laguna Middle School, the proposed elementary school, and any other future educational facility authorized according to the lease agreement, the LDoE Charter, and the laws of the Pueblo.

**BE IT FURTHER RESOLVED**, the Council directs and authorizes the Governor to execute the lease agreement with the LDOE and carryout any further actions needed to execute the lease agreement.

**BE IT FURTHER RESOLVED**, that due to nominal rent agreed to be paid for the lease by LDOE to the Pueblo, there is no need for the Bureau of Indian Affairs to conduct an appraisal on the lease.

  
\_\_\_\_\_  
Governor

  
\_\_\_\_\_  
Council Member

  
\_\_\_\_\_  
Council Member

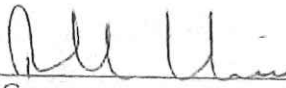
ATTEST:

  
\_\_\_\_\_  
Pueblo Secretary


Resolution No. 18-11

**CERTIFICATION**

The foregoing Resolution was enacted by the Pueblo of Laguna Council on the 15 day of April, 2011, by a vote of 16 in favor, 3 opposed, at a duly called meeting at which a quorum of the Pueblo of Laguna Council was present.

  
\_\_\_\_\_  
Governor

**ATTEST:**

  
\_\_\_\_\_  
Pueblo Secretary

PUEBLO OF LAGUNA

RESOLUTION NO. 37-81

At a duly called meeting of the Pueblo of Laguna Council held on the 22nd day of June, 1981, the following Resolution was adopted:

WHEREAS, the Pueblo of Laguna has been advised of the pending Architect and Engineering Contract with Louis A. Weller, AIA, for the design of the Laguna Junior High School and that such contract is contingent upon an official withdrawal of Pueblo land area for the construction of said facility; and

WHEREAS, the Pueblo of Laguna has previously indicated its desire to set aside and lease certain lands to the Federal Government for purposes of constructing said Junior High School on the Laguna Indian Reservation; and

WHEREAS, said expressions of intent were indicated in Resolution No. 58-73, Resolution No. 15-74, and a Resolution dated August 14, 1959 (attached hereto) wherein the Pueblo specifically set aside forty (40) acres for construction of the school; and

WHEREAS, the Pueblo has been made aware of the need to identify and set-aside approximately 90 acres of its land on which to construct said educational facility for the benefit of its children.

NOW, THEREFORE, BE IT RESOLVED that the Pueblo of Laguna does hereby withdraw and set-aside approximately 90 acres of its land located within its jurisdictional boundaries which can best be generally described as located within the jurisdic-

tional boundaries of the village of Laguna; bounded on the East by Arrowhead Mountain; bounded on the South by the Laguna Rehabilitation Center; bounded on the West by the Rio San Jose; and bounded on the North by the Rodeo Grounds.

BE IT FURTHER RESOLVED that said site shall forth-with be surveyed and a legal description and plat developed for submission to the Bureau of Indian Affairs.

BE IT FURTHER RESOLVED that this Resolution shall supercede any and all Resolutions withdrawing and setting-aside specific amounts of Pueblo of Laguna land for construction of the Junior High School.

*Henry D. C. C. C.*  
GOVERNOR

*Edward T. Sammons*  
COUNCIL MEMBER

*Carlson T. ...*  
COUNCIL MEMBER

ATTEST:

*David Smith*  
SECRETARY



CERTIFICATION

The foregoing Resolution was enacted upon by the Tribal Council of the Pueblo of Laguna on the 22nd day of June, 1981, by a vote of 20 for, 0 opposed, 0 abstaining at a duly called meeting in which a quorum of the Pueblo Council was present.

  
GOVERNOR

ATTEST:

  
TRIBAL SECRETARY

received  
JUN 23 1981

Laguna Middle School Property  
Legal Description

(Note: The following legal description is based on the information shown on the plat dated April 21, 1982, prepared for the U.S. Department of the Interior, Bureau of Indian Affairs, labeled "Laguna Junior High School, Laguna, New Mexico, Overall Site Plan, Sheet No. C-1, Sequence Number 2 of 72," and stamped and signed by Louis L. Weller, New Mexico Registered Architect No. 413, and Christopher L. Weiss, New Mexico Registered Professional Engineer No. 6653.)

A tract of land, as shown on the above-described 1982 plat, herein designated the Laguna Middle School property, situated within the Pueblo of Laguna Grant, in Section 33, Township 10 North, Range 5 West, New Mexico Principal Meridian, Cibola County, New Mexico, being more particularly described as follows:

Beginning at a brass cap set in concrete, marking Property Corner No. 1 of the Laguna Middle School property, whence a brass cap set in concrete, marking the corner of Sections 4, 5, 32, and 33, Townships 9 and 10 North, Range 5 West, New Mexico Principal Meridian (also known as the southwest corner of Section 33), bears S. 77°19'05" W., 1,354.62 feet;

thence, from said Point of Beginning, N. 02°30'46" E., 2,308.76 feet to a brass cap set in concrete, marking Property Corner No. 2 of the Laguna Middle School property;

thence, N. 63°03'55" E., 1,605.47 feet to a brass cap set in concrete, marking Property Corner No. 3 of the Laguna Middle School property;

thence, N. 71°10'39" E., 778.82 feet to a brass cap set in concrete, marking Property Corner No. 4 of the Laguna Middle School property;

thence, S. 35°12'19" E., 383.22 feet to a brass cap set in concrete, marking Property Corner No. 5 of the Laguna Middle School property;

thence, S. 14°02'52" W., 456.60 feet to a brass cap set in concrete, marking Property Corner No. 6 of the Laguna Middle School property;

thence, S. 80°04'40" W., 490.18 feet to a brass cap set in concrete, marking Property Corner No. 7 of the Laguna Middle School property;

thence, S. 13°58'23" E., 458.27 feet to a brass cap set in concrete, marking Property Corner No. 8 of the Laguna Middle School property;

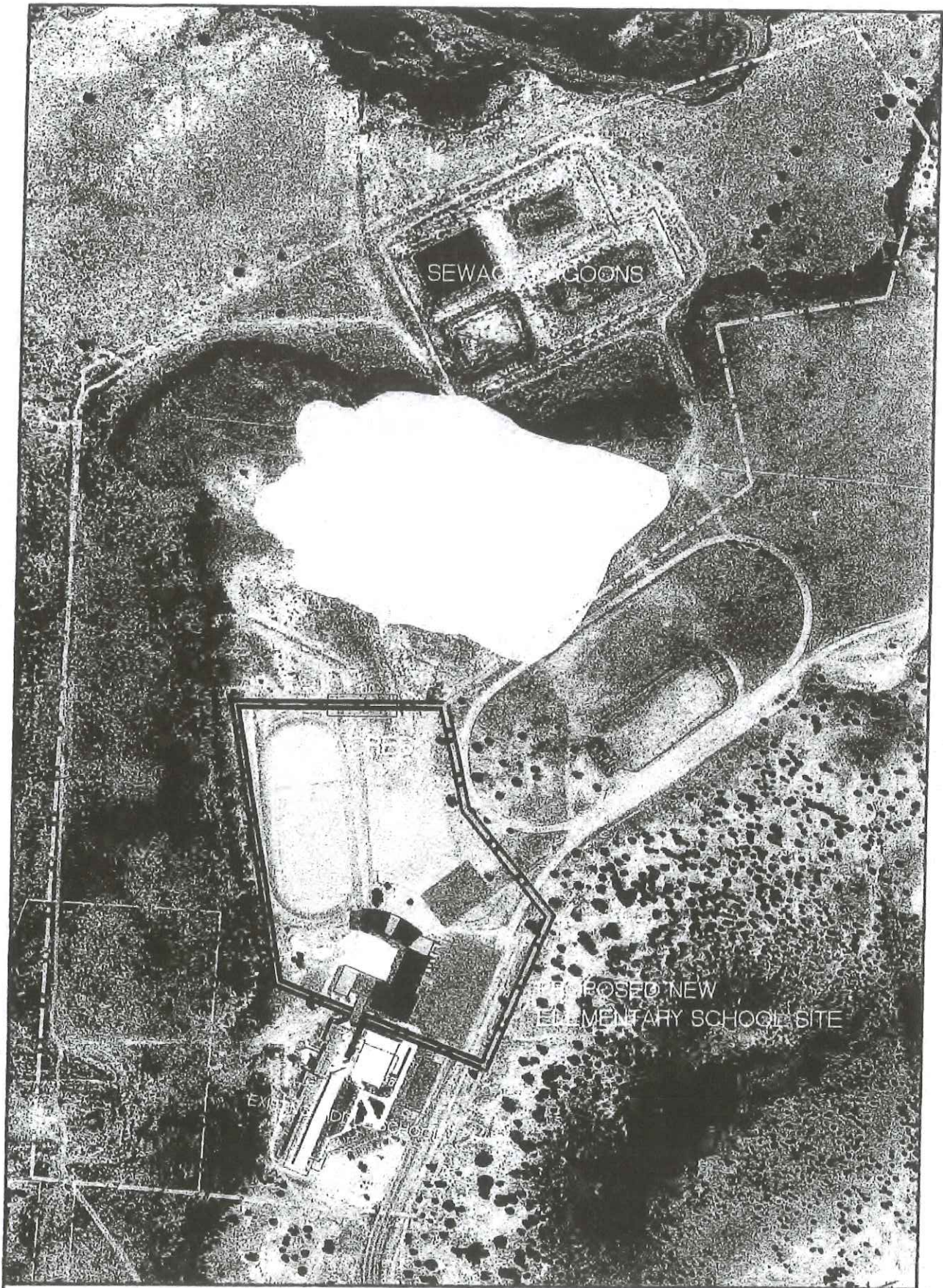
thence, S. 53°25'41" W., 1,078.62 feet to a brass cap set in concrete, marking Property Corner No. 9 of the Laguna Middle School property;

thence, S. 12°41'24" E., 306.15 feet to a brass cap set in concrete, marking Property Corner No. 10 of the Laguna Middle School property;

thence, S. 39°01'02" E., 388.01 feet to a brass cap set in concrete, marking Property Corner No. 11 of the Laguna Middle School property;

thence, S. 22°34'06" W., 928.85 feet to a brass cap set in concrete, marking Property Corner No. 12 of the Laguna Middle School property;

thence, N. 84°45'05" W., 1,101.03 feet to Property Corner No. 1 and the Point of Beginning; said Laguna Middle School property containing 102.992 acres, more or less.



**LAGUNA** SITE PLAN - NEW LES  
City of Laguna  
Department of Education  
Plan No. 14-01-001-001



SCALE: N.T.S.

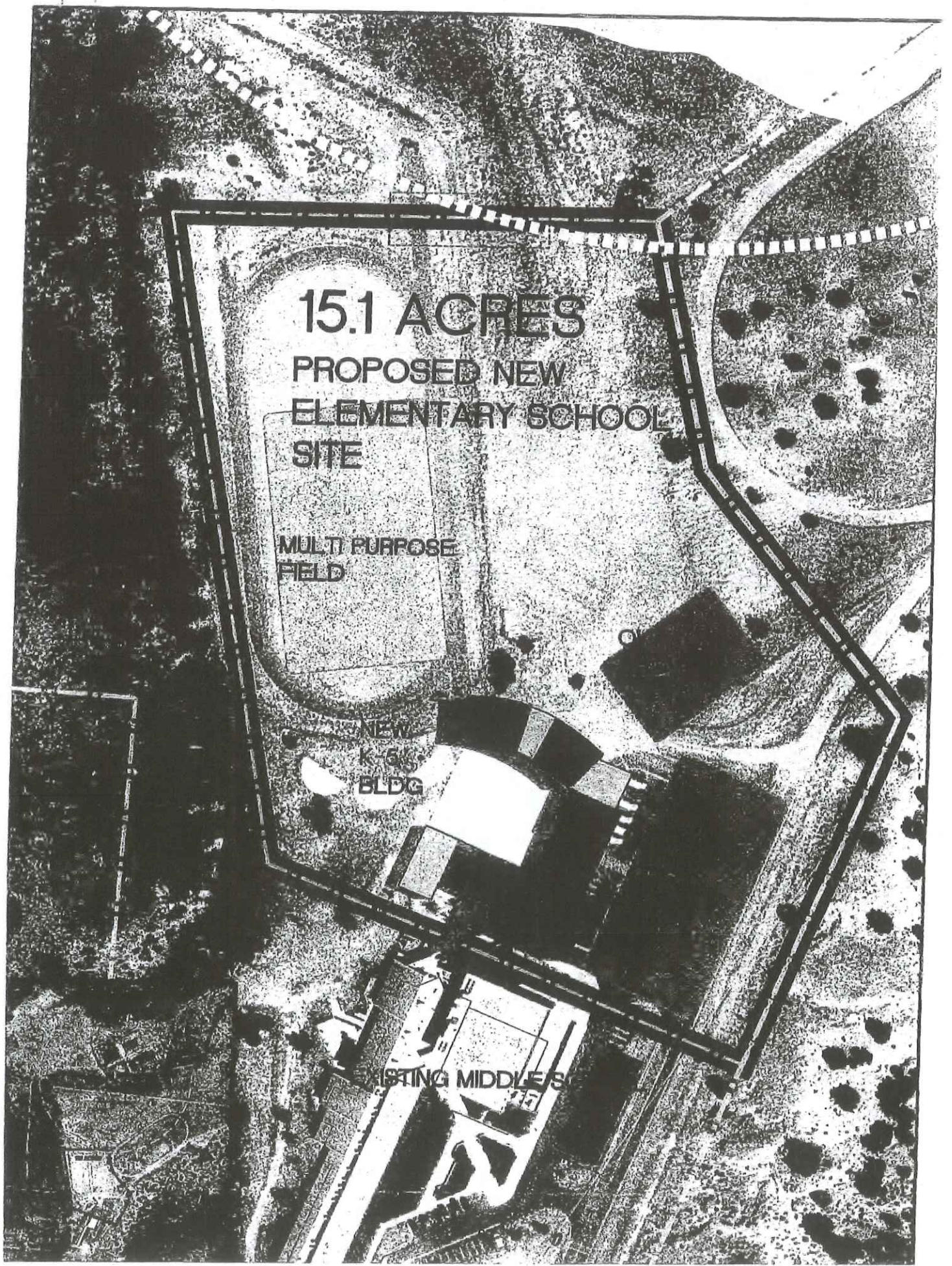
15.1 ACRES

PROPOSED NEW  
ELEMENTARY SCHOOL  
SITE

MULTI PURPOSE  
FIELD

NEW  
K-5  
BLDG

EXISTING MIDDLE S



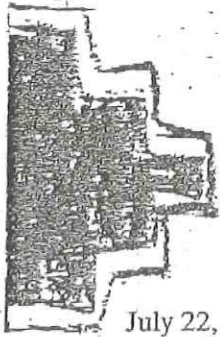
**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

**EXHIBIT**

**12**

**February 3, 2016**



PUEBLO of LAGUNA  
Department of Education

P.O. Box 207  
Laguna, New Mexico 87026  
(505) 552-6008  
Fax (505) 552-6398

July 22, 2009

Mr. Jack Rever, Director, Office of Facilities  
Environmental and Cultural Resources Management  
Office of the Assistant Secretary  
United States Department of the Interior  
2051 Mercator Drive  
Reston, Virginia 20191

Dear Mr. Rever,

I hope this letter finds you and your family well.

As a follow up to our conversations related to the Laguna Elementary School facility, please find the enclosed USGS July 17, 2009 earthquake report. Please note the center of this seismic activity occurred just a few miles from the site of the Laguna Elementary School site within the village of Laguna, New Mexico.

Thankfully, there were no injuries or fatalities reported from this earthquake, but it is quite concerning, especially in referencing the February 4, 2008 *Laguna Elementary School Structural Investigation - Revised Laguna, New Mexico* report. Within the report, page two, paragraphs one, three and five, it is written, "Barring an extreme event such a significant seismic event, or a microburst wind gust we do not believe that the Multipurpose Building 1135... Administration Building 1130... Classroom Buildings 1131 to 1134, poses an unacceptable risk to life and safety."

As we are aware, the Laguna Elementary School facilities are beyond their life expectancy and have a backlog of deficiencies over \$7.5 million dollars. The fact that there has been significant seismic activity at such close proximity may impose justification to expedite the process to improve and/or replace the Laguna Elementary School facilities as soon as possible. I believe the initiation and timeliness of this process is urgent. We cannot be certain if there will be more significant seismic events within the near future.

Thank you very much for your respectful attention to this important matter. Please feel free to contact me on how I can assist and collaborate with you to ensure a safe learning environment for our students, staff and community members.

Sincerely,

Dr. Anthony R. Fairbanks, Superintendent  
Pueblo of Laguna Department of Education  
PO Box 207, Laguna, NM, 87026  
Office: (505) 552-6008/Cell: (505) 331-9739  
a.fairbanks@lagunaed.net

Cc: Laguna Department of Education Board of Education  
Governor John Antonio, Pueblo of Laguna (Mission Statement)  
*Hanu He ya Najuutsi Gunishe*

K'awaika Schools  
Laguna Elementary School  
Laguna Middle School

Division of Early Childhood  
Preschool Head Start  
Early Head Start  
Early Intervention  
Child Care

Partners for Success  
Higher Education  
Employment & Training  
Vocational Rehabilitation  
71 JOM, GED, One Stop for Native Youth

Facilities Management  
Laguna Technology Education Center



February 4, 2008

Mr. Greg Comer  
Dyron Murphy Architects, PC  
5941 Jefferson NE – Suite A  
Albuquerque, New Mexico 87109

Please Copy: Norman Suazo  
Barbara Borgeson

RE: LAGUNA ELEMENTARY SCHOOL  
STRUCTURAL INVESTIGATION - REVISED  
LAGUNA, NEW MEXICO

Dear Greg:

As requested, we have performed a visual investigation of the original 1963 School Buildings: Multipurpose Building (1135), Administration Building (1130), and four Classroom Buildings (1131, 1132, 1133 and 1134) at the referenced school site. We have also reviewed the limited Geo-technical Forensic Engineering report by Terracon, dated January 11, 2008.

The purpose of our investigation was to determine if the cracks observed around the perimeter of the buildings were structural distress cracks affecting the structural stability of the buildings. Some Section sheets from the original 1963 Construction Drawings, and the 1981 Structural Repair Drawing set were made available to us for our investigation.

#### Visual Investigation

The Multipurpose Building 1135 has the most "cracking" around the perimeter of the building, especially in the high bay walls. Most of the "cracking" is occurring on the south and west walls, and the south end of the east wall. Per the original drawings, the walls around the high bay area of the Multipurpose Building are 12" thick x 16" long x 4" high un-reinforced concrete masonry units, with an 8"x 8" reinforced masonry bond beam at 10'-8" above finish floor and a concrete bond beam running around the top of the walls. No masonry control joints were observed in the Building 1135 walls. Except for some hairline vertical cracks, approximately in the middle width of the east and south walls, and some stair step cracks over duct penetrations on the west wall, none of the "cracking" observed on the exterior of the walls were observed on the inside face of the walls. Most of the cracking observed on the exterior of Building 1135 was occurring along masonry mortar joints, where the paint over the joints were cracking and curling. In the interior of Building 1135, there are some minor cracks occurring at intersecting



interior and exterior walls. The 1981 structure repair drawings indicated that new footings were to be installed around the perimeter of Building 1135, in addition to wide flange steel beams added to the exterior face of the east and south high bay walls. The new footings were to bear on basalt bedrock layer several feet below the bottom of the existing footings.

Barring an extreme event such a significant seismic event, or a microburst wind gust we do not believe that the Multipurpose Building 1135 poses an unacceptable risk to life and safety.

The Administration Building 1130 has some minor cracks around the perimeter of the building. The most notable occurs at the northeast corner of the building. The crack begins at masonry control joint at the east end of the north wall, and stair steps up two or three courses heading east. The east wall appears to be pushed out about a 1/2", right at the corner. This crack can be seen on both the interior and exterior face of the wall. We observed the concrete bond beam above the cracks and the beam is intact, with no noticeable cracks. As with Building 1135, there are minor cracks at the intersection of interior to exterior walls at several locations. The 1981 Structural Repair Drawings did not call for the footings to be underpinned at Building 1130. The exterior walls were supposed to be reinforced during the 1981 structural repairs.

Barring an extreme event such a significant seismic event, or a microburst wind gust we do not believe that the Administration Building 1130 poses an unacceptable risk to life and safety.

At the Classroom Buildings (1131-1134), minimal cracking was observed. At Classroom Buildings 1131, on the south wall, at each end of the building, there is a crack through the wall, at the base of the wall. We do not know what caused these cracks, but they do not appear to be detrimental to the structural integrity of the wall.

Barring an extreme event such a significant seismic event, or a microburst wind gust we do not believe that the Classroom Buildings 1131 to 1134 poses an unacceptable risk to life and safety.

#### Limited Geo-technical Forensic Engineering Report

According to Terracon's Report, the soils below the buildings consist of a combination of clay and silty soils overlaying basalt bedrock. The basalt bedrock layer varies in depth between 6 1/2' to 20 1/2'. According to Terracon's report the clay and silty soils have the potential to both expand and compress when subject to changes to moisture content. Per Terracon's site observations and conditions, it appears that minimal movement has occurred at areas repaired during the 1981 structural repairs.

### Conclusions and Recommendations

We believe that most of the cracking observed on the buildings is a result of thermal movement in the CMU walls which have no masonry control joints, and deterioration of mortar joints due to the age of the buildings. There may be some minor movement of the buildings due to sub-surface soils.

We recommend that further investigation be performed as follows:

1. Crack monitors be installed at areas of distress in all of the buildings, and monitored over a 12-month period, to determine if the distress is a result of changes in temperature or moisture.
2. The paint over masonry joints at several locations on the south and west walls of building 1135 be removed to observe the condition of mortar, and determine if cracks are present in the joints.
3. Have a testing agency check the walls of all of the building to determine if vertical rebar is present in the CMU walls.

The firm that did the limited geo-technical forensic engineering investigation has the capability to install and monitor the crack monitors and verify the presence of vertical reinforcing. It is recommended that Terracon be engaged to perform this work through the A/E Team contract. Once this final information has been collected, a final report will be written.

It should be noted that the existing school buildings are approximately 44 years old, and were designed and constructed under building codes that are not as stringent as present building codes. While remedial repairs could be designed and constructed to bring the building up to present building code requirements, they would be costly, and would probably extend the serviceable life of the building only a few years.

If you have any questions, please contact my office.

Sincerely,



David H. Sullens, P.E.  
Vice President

DHS/lg





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## CAP Alert

# EQ 3.0 Paguete, NM - PRELIMINARY REPORT

## Summary

**Identifier:** USGS-earthquakes-us2009jeas.Q.20090717T085319.873Z  
**Sender:** <http://earthquake.usgs.gov/recenteqsUS/contacts.htm#us>  
**Sent:** 2009-07-17T08:53:20+00:00  
**Status:** Actual  
**Message Type:** Update  
**Scope:** Public

## Additional Details:

**Category:** Geo  
**Event:** Earthquake  
**Urgency:** Past  
**Severity:** Unknown  
**Certainty:** Likely  
**Sender Name:** U.S. Geological Survey  
**Headline:** EQ 3.0 Paguete, NM - PRELIMINARY REPORT  
**Description:** An earthquake with magnitude 3.0 occurred near Paguete, NM at  
→ 05:26:05.30 UTC on Jul 17, 2009. (This event has been reviewed by a  
seismologist.)  
**Web:** <http://earthquake.usgs.gov/eqcenter/recenteqsww/Quakes/us2009jeas.php>  
**Contact:** <http://earthquake.usgs.gov/recenteqsUS/contacts.htm#us>  
**Parameter:** EventTime=2009-07-17T05:26:05+00:00  
**Parameter:** EventIDKey=us2009jeas  
**Parameter:** Version=Q  
**Parameter:** Magnitude=3.0  
**Parameter:** Depth=5.0 km (3.1 miles)  
**Parameter:** HorizontalError=7.5 km  
**Parameter:** NumStations=15  
**Parameter:** NumPhases=15  
**Parameter:** MinDistance=100.4 km  
**Parameter:** RMSTimeError=1.02 seconds  
**Parameter:** AzimuthalGap=72 degrees

**Description:** 20 miles (32 km) NNW of Paguete, NM; 22 miles (35 km) N of Encinal, NM; 26 miles (42 km) N of Laguna, NM; 49 miles (80 km) WNW of Albuquerque, NM; 326 miles (524 km) SSW of Denver, CO

**Circle:** 35.425,-107.398 0.0

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[U.S. Department of the Interior](#) | [U.S. Geological Survey](#)  
URL: [http://www.usgs.gov/hazard\\_alert/index.html](http://www.usgs.gov/hazard_alert/index.html)  
Page Contact Information: [CAP Alert Contact](#)  
Page Last Modified: June 2005





### **Minor earthquake shakes central New Mexico**

Posted at: 07/17/2009 8:49 AM  
By: The Associated Press

ALBUQUERQUE, N.M. (AP) - A minor earthquake with a 3.0 magnitude has rattled a rural area of central New Mexico.

The U.S. Geological Survey says the temblor struck Thursday night about 20 miles north of the village of Pagate. No one reported damage or feeling the quake on the survey's Web site.

The earthquake's center was about 50 miles northwest of Albuquerque.

A quake of a magnitude 2.5 to 3 is the smallest generally felt by people.

(Copyright 2009 by The Associated Press. All Rights Reserved.)

**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

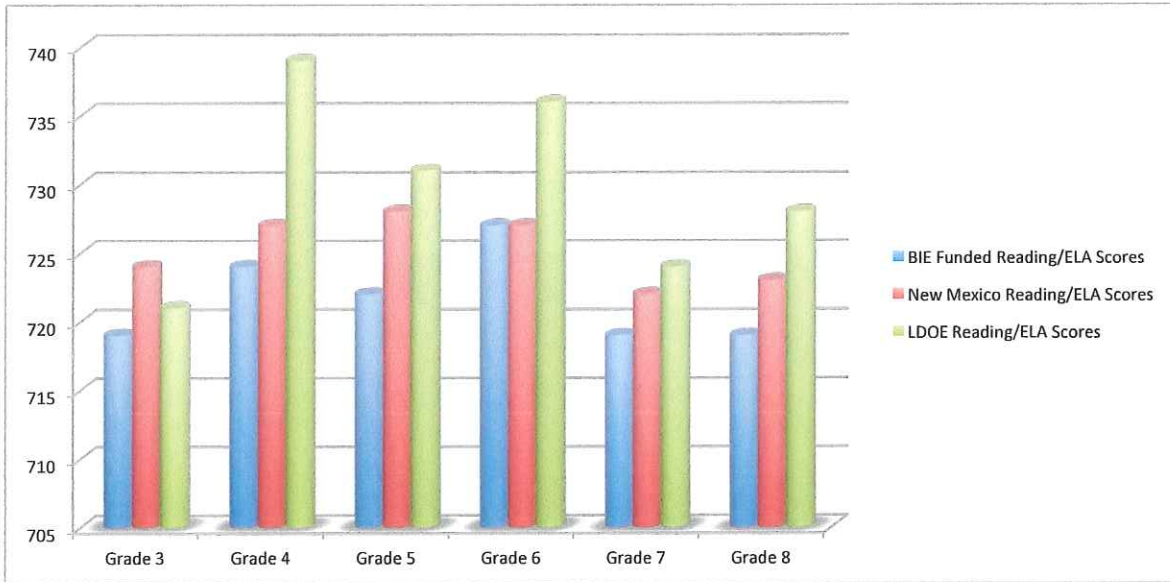
**EXHIBIT**

**13**

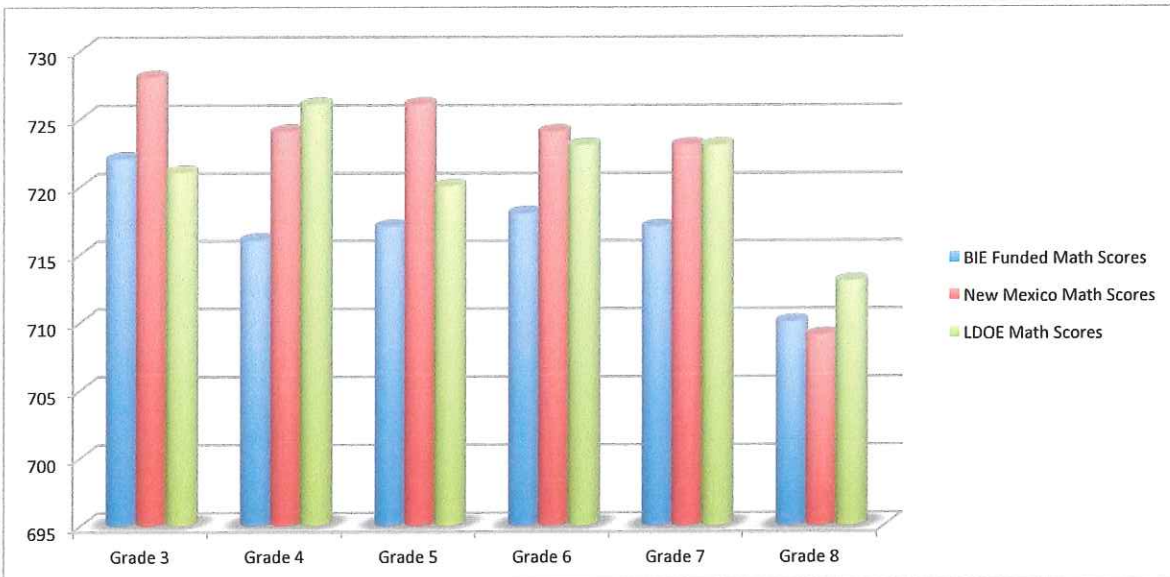
**February 3, 2016**

2014-2015 PARCC  
Score Comparisons (Unofficial)

	BIE Funded Reading/ELA Scores	New Mexico Reading/ELA Scores	LDOE Reading/ELA Scores
Grade 3	719	724	721
Grade 4	724	727	739
Grade 5	722	728	731
Grade 6	727	727	736
Grade 7	719	722	724
Grade 8	719	723	728



	BIE Funded Math Scores	New Mexico Math Scores	LDOE Math Scores
Grade 3	722	728	721
Grade 4	716	724	726
Grade 5	717	726	720
Grade 6	718	724	723
Grade 7	717	723	723
Grade 8	710	709	713



**Laguna Elementary School Replacement Presentation**

**Office of Indian Affairs  
Division of Facilities, Maintenance and Construction National  
Review Committee**

**EXHIBIT**

**14**

**February 3, 2016**



# How does LES provide a holistic approach?

Current	Future (gathered from community input)
<p><b>Spiritual</b></p> <ul style="list-style-type: none"> <li>• Tribal officials speak to students annually</li> <li>• Invocation at gatherings</li> </ul> <p><b>Mental</b></p> <ul style="list-style-type: none"> <li>• NCA Accredited</li> <li>• Imagine Learning</li> <li>• AVID</li> </ul> <p><b>Physical</b></p> <ul style="list-style-type: none"> <li>• Full-time PE instructor</li> </ul> <p><b>Cultural</b></p> <ul style="list-style-type: none"> <li>• Keres Language class 2-3x/week</li> </ul>	<p><b>Spiritual</b></p> <ul style="list-style-type: none"> <li>• “Eagle Room” (sacred space for reflection)</li> <li>• Landscape incorporates Mt. Taylor</li> </ul> <p><b>Mental</b></p> <ul style="list-style-type: none"> <li>• Enhanced access to technology</li> </ul> <p><b>Physical</b></p> <ul style="list-style-type: none"> <li>• Circular design</li> <li>• Enhance natural lighting</li> <li>• Garden space</li> <li>• Incorporates natural landscape</li> <li>• Walking &amp; bike trails</li> </ul> <p><b>Cultural</b></p> <ul style="list-style-type: none"> <li>• Central plaza area &amp; horno</li> <li>• Cooking space</li> <li>• Keres signage</li> <li>• Incorporation of Laguna clan system and seasonal calendar</li> </ul>

# Laguna's Language Revitalization Efforts

## Language Program Models

**Native Languages as Electives:** Language instruction is offered as an elective, much like more commonly taught languages such as Spanish. The language goals for students may vary widely depending on the school and local context.

**Dual-language Immersion:** Typically (but not always) offered at the elementary level, the goal of these programs is usually fluency and bilingualism in two languages. Instruction usually begins in kindergarten or first grade, with students learning 100% of the time in one language and then shifting to learning equally in both languages by 5th grade or so.

**Community-driven Language Initiatives:** Under the Esther Martinez federal grant program, many tribes around the country are winning funding to develop their own language revitalization initiatives. A school leader may encounter a community initiative that the school can support, even if tribal or community members prefer that the language not be taught in school (or simply are not ready, for a variety of reasons, to offer school-based language classes). The language goals for students may vary widely depending on the local context.

- 2007 - Tribal council sanctioned the Education Priority Team
- 2012, 2013 – Tribal Council reaffirmed education as a priority and indicated language as the primary initiative
- 2015 – Tribal Council passed a resolution authorizing the Education Priority Team to begin implementing a multi-year plan that:
  - is community based
  - engages learners from early childhood through adulthood
  - allows technology to be used a tool for language learning