APPENDIX A

REPLICATION APPLICATION

AND SUPPORT MATERIALS

1. REPLICATION APPLICATION TITLE PAGE
2. REPLICATION APPLICATION DOCUMENTS
    a. Educational Plan
    b. Operational Plan
    c. Planned Facility
    d. Additional Documentation

Replication Application

Downloads

Download all files
Note: Please be patient. This may take up to a few minutes to complete depending on the number of files included with this application.

1. Applicant Agreement

Application Agreement Information
I certify all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the replication application process or revocation after award. I understand that incomplete applications will not be considered.

The Applicant acknowledges that all information presented in the application package, if approved, becomes part of the charter and will be used for accountability purposes throughout the term of the charter, and that the charter may be amended or modified by mutual agreement, in writing, of the parties pursuant to the terms of the charter contract when signed.

The Applicant acknowledges that the officers, directors, members, or partners are aware of their responsibilities in the operation of a charter school as described in Arizona statute and that the Applicant is subject to and will ensure compliance with all relevant federal, state and local laws and requirements.

The Applicant acknowledges that the most current academic data will be provided to the Board for its consideration of the application.

The Applicant acknowledges that if approved to operate a charter school, the Applicant must execute a charter contract with the Arizona State Board for Charter Schools ('Board') within twelve months after the Board decides to grant the charter. If a charter is not timely signed, the Board's decision to grant the replication charter expires.

The Applicant acknowledges that if approved to operate a charter school, the Applicant must begin providing educational services no later than the second fiscal year after the Board's decision to grant the charter. Failure to begin providing educational instruction accordingly may result in the revocation of the charter.

The Applicant acknowledges that if approved to operate a charter school, the Applicant must provide the number of days of instruction as approved in the application within the State's fiscal year that begins July 1st and ends June 30th. Failure to do so may result in revocation of the charter.

Application Agreement Signature
Michele Kaye 10/30/2019

2. Entity Information

Name of Charter Holder Entity Eligible for Replication
American Charter Schools Foundation dba South Ridge High School

Name of Replication Model School
South Ridge High School

Name of Proposed Charter School
Ridgeview College Preparatory High School

Will the replication charter be held by the existing entity?
Yes, the existing entity will hold the replication charter.

A: Entity and Corporate Principals

Statement of Consistency
- By checking this box, I understand and agree that the Replication Application process requires the organizational structure of the new entity to be consistent with the organizational structure of the existing entity.

Name of Entity
American Charter Schools Foundation dba Ridgeview College Preparatory High School

Authorized Representative for Entity
- Theodore Frederick
- Michele Kaye

Authorized Representative Mailing Address
7878 N. 16th St.
Suite 150
Phoenix, AZ 85020

County
Maricopa

Day Time Phone
602-953-2933

Fax
(No response)

Form of Organization
Non Profit Corporation

Entity Type
Domestic Corporation

Charter Principals Background Information
Upload all required background information for each Officer, Director, Member, or Partner of the new entity.

Charter Principals

- Gina Conflitti
- Theodore Frederick
- John Matthews
  - Email: [redacted]
  - SSN: [redacted]
  - DOB: [redacted]
  - Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree
    - Current Charter Affiliations
- Matthew Proctor
  - Email: [redacted]
  - SSN: [redacted]
  - DOB: [redacted]
  - Files:
    - Fingerprint Clearance Card
    - Affidavit
    - Background Information Sheet
    - Resume
    - Verification of Coursework/Degree

Required Exhibits for A:
Download File — Items for Representatives

3. Governance Structure

Statement of Consistency

- By checking this box, I understand and agree that the Replication Application process requires the governance structure of the new school to be consistent with the governance structure of the Replication Model School.

Answer the following question by checking the appropriate box and completing any additional information requested.

How will the governance structure of the new school relate to the Replication Model School?
The new school will be operated by the existing entity and have the same governing body as the Replication Model School. (Skip Section B and go to Education Service Providers.)

B: Governing Body

- Theodore Frederick (Charter Organization)
- Matthew Proctor (Charter Organization)
- John Matthews (Charter Organization)
- Gina Conflitti (Charter Organization)

4. Education Service Provider

Does the existing entity have a relationship with an ESP?
Yes - Contractual (Complete Section C.1)

C.1: Education Service Providers -- Contractual Relationship

Statement of Consistency
- By checking this box, I understand and agree the Replication Application process requires that the contractual relationship of the replication charter with an ESP to be consistent with the contractual relationship of the existing entity with an ESP.

What is the name of the ESP?
Leona Arizona Management L.L.C.

Required Exhibits for C.1
Download File — Management agreement

C.2: Education Service Providers -- Governance Relationship

Statement of Consistency
(No response)

What is the name of the ESP?
(No response)

Describe the nature of the governance relationship:

Required Exhibits for C.2
No documents were uploaded.

5. Educational Plan

Target Population and Enrollment of New School

Statement of Consistency
- By checking this box, I understand and agree that the target population of the new school should be similar to the population of the Replication Model School, and that differences must be addressed in responses to the questions below as a component of the Replication Application process.

Statement of Consistency
- By checking this box, I understand and agree that the Replication Application process requires the enrollment policies of the new school to be consistent with the enrollment policies of the Replication Model School, and that enrollment of students cannot begin until the charter is signed.

Grades Requested for Replication Charter Contract
- 9th
- 10th
- 11th
- 12th

Enrollment Cap
600

Grades Served Year 1
9-11

Projected Enrollment Cap Year 1
250

Grades Served Year 2
9-12

Projected Enrollment Cap Year 2
375

Grades Served Year 3
9-12

Projected Enrollment Cap Year 3
455

School Calendar Type
Standard

Instructional Days
180

Target Start Date
08/03/2020

School Characteristics
- College Preparatory

Target Population and Enrollment of New School Narrative — Download File

Program of Instruction

Statement of Consistency

- By checking this box, I understand and agree that the Replication Application process requires that the Educational Plan of the new entity and school to be consistent with the Educational Plan of the existing entity and Replication Model School.

Mission Statement
Ridgeview College Preparatory High School will create a tradition of academic success built on the pillars of college readiness, community service, love of learning, and self-discipline.

Program of Instruction Narrative — Download File

Required Exhibit: (for schools offering high school grades only) — Download File

6. Operational Plan

Operational Plan Narrative — Download File

Required Exhibits
- Download File — ACSF ByLaws
- Download File — Staffing Chart
- Download File — Trade Name
- Download File — Replication Minutes
- Download File — AZ Corp Commission
- Download File — Enrollment Matrix

Facility Acquisition for New School

Has a confirmed facility been acquired for the new school?
Yes (Complete Section D.1)

D.1: Confirmed Facility

Address of Confirmed Facility
Ridgeview College Preparatory High School will be located near the corner of Gary Rd and Skyline Dr. in San Tan Valley, AZ. The facility is roughly 37,700 sqft on 5 acres of land. The building contains two levels with a total of 19 classrooms and a full gymnasium. Each classroom has an average size of 820 sqft. Within those 19 classrooms, includes a robust computer lab, dance/weight room, chemistry laboratory, and art studio. A 27,000 sqft field will also be utilized for student recreation.

Required Exhibits for D.1:
- Download File — Plans

D.2: Planned Facility

Identify the proposed location of new school by providing cross streets that would be the center of a 2.5 mile radius.

7. Additional Information

Additional Information
Do not complete this section unless specifically directed to do so in the application being completed.

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RCP - Educational Plan

1. Provide a description of the Charter Holder's philosophical approach to improving pupil achievement. Include how this philosophy has impacted the success of the existing school. If different, how does new approach apply?

RCP will provide the same college preparation mission, vision, and programming that has made South Ridge High School (SRHS), its replication site, so successful. SRHS has a clearly articulated plan for providing the scheduling, programs, extracurriculars, climate, and mentoring necessary to help all students realize their college dreams. In classrooms, all students are provided tailored and engaging instruction that keeps college at the forefront while providing reteaching and enrichment appropriate to every child's success. Students thrive with this customized approach, and parents and educators quickly witness the results. Additionally, RCP will adopt high-impact practices from Mission Heights Prep (MHP), which started in Casa Grande seven years ago as new charter school application based upon the principles of SRHS. These MHP additions will enrich the SRHS foundation and meet the needs of San Tan's population.

SRHS continues to receive national recognition for its educational excellence, including: US News & World Report Best US High Schools Award for all years 2010, 2012-2016, 2016 US News & World Report 'Schools that Beat the Odds' winner, Education Equality Index 2016 Top 10 of Phoenix winner. Locally, from 2012-2015, SRHS graduates score above AZ state averages for first year GPAs and college persistence. **70%** of SRHS AP test takers earn a '3' or higher on their exams, and **45+** students completed at least one dual enrollment English or math course through GCU in 2019.

At the end 2018, MHP boasted AzMERIT proficiency results at or above the state average with continued growth by the end of 2019.Percent proficient: ELA grew from **40%** to **62%**, ELA 10 from **36%** to **61%**, ELA 11 from **28%** to **43%**, Algebra 1 **29%** to **44%** , Geometry remained at **55%** and Algebra 2 from **33%** to **46%**. **92%** of 2018 graduates self-reported attending college for the fall semester of 2018-19. These successes, combined with the similarities between the communities of Casa Grande and Maricopa, demand that RCP incorporate some of MHP's highest-impact practices into its design.

2. Describe existing program of instruction of the current school, including methods of instruction and curriculum for the core academic content areas, which supports this philosophy and aligns to the standards

SRHS's instruction begins with rigorous, standards-aligned curriculum maps/pacing guides. From these documents, teachers design direct instruction plans using The Leona Group lesson template. This template requires all plans to align to the maps/guides, articulate standards and objectives for instruction, design engaging, teacher-led activities high in college-prep rigor, articulate formative assessment, and pre-plan for re-teach and enrichment using formative data. Because RCP will be an AVID campus, all teachers will build their methods of instruction upon AVID's WICOR framework. As such, teachers will infuse writing (W) into their instruction across all contents. All teachers will promote inquiry (I) in all classes by using problem-based learning and socratic seminars. Instruction will be expected to include peer-to-peer collaboration (C) for 35% of instructional time. All classrooms will require systematic organization (O) of student notes,

calendars, and learning objectives. Finally, high levels of rigor (R) are the expectation in every general classroom. Additionally, teachers will incorporate Marzano's 9 essential instructional strategies into their practices. The instructional coach reviews lesson plans the week before instruction and provides qualitative feedback using the Leona lesson plan rubric. The coach and school leader conduct weekly walkthroughs to monitor instruction and ensure it aligns to written plans and the school philosophy. At the close of course, teachers administer common summative exams that are aligned to the standards and maps/guides. This data is weighted in student final grades and teacher evaluations. –Outside of the general classroom, to promote college readiness, underclassmen are encouraged to participate in honors courses, and eligible upperclassmen are invited to participate in dual enrollment and/or AP courses.

3. Present explanation of how the implementation of the existing program of instruction meets the target population's needs:

Community research revealed that the community is in need of a rigorous, college-preparation option for students. As such, RCP will offer a schedule that incorporates SRHS's programming of honors, dual enrollment, and AP courses as a centerpiece. RCP recognizes that many families may choose RCP by mission but lack the immediate, academic skills to be successful in such a rigorous environment. To make the college dream accessible to all families who desire it, RCP has chosen, like Mission Heights, to be an Advancement Via Individual Determination (AVID) campus. Through AVID, students who demonstrate a need for support in core content courses will be provided with an additional elective AVID tutorial course. Through this program, they will be provided with both teacher and peer-led tutoring and mentoring so they can be successful in their courses and develop the academic strategies necessary to become truly college-ready.

4. Describe level of proficiency that students must obtain to demonstrate mastery of academic core content and clear criteria for promotion from one level to the next

Content area mastery is set at 70% for all subjects. Students who earn below a C will not earn core credit for the class and will need to retake the class. All courses are aligned to the AZ College & Career Readiness Standards, and award letter grades of:

A=90-100% Exceed; **B**=80-89% Meet; **C**=70-79% Meet; ***D*** *= 60-69% Approach;* ***F***$\leqq$ *59% Did Not Meet*

5. If your school is a HS, identify graduation requirements for the school that will meet state requirements.

Students will earn .5 credit for each course in which they receive at least 70% mastery. If a 'D' is earned in any core content course, elective credit may be issued; but the course must be retaken and passed at at least 70% for core credit.

In order to graduate, RCP will require that students acquire a minimum of **22 credits** in the following areas:

4 credits of English and/or SEI	**4 credits** mathematics	**1 credit** of college prep electives
2 credits of the same foreign language	**3 credits** of science	**4 credits** of elective coursework
1 credit of fine arts or career and tech/voc ed	**3 credits** in social studies	

Ridgeview College Preparatory High School Application - Target Pop & Enrollment

1. South Ridge High School has a free-reduced population of 84.6%, SPED population of 4% and ELL population of 10%. The demographics are: 87.4% Hispanic, 7.2% Black or African American, 2.8% White, 1.4% Two or more, .7% American Indian/Alaskan Native and .5% Asian. SRHS earned A ratings in 2012, 2013, 2014, and B ratings for 2017 & 2018. SRHS has been ranked by the U.S. News & World Report "Best High Schools" receiving Bronze Status in 2010, 2012, 2015-2018, and Silver Status in 2013-2014. SRHS is also a "Beating the Odds" recipient. Newsweek's "Beating the Odds" list "seeks to identify schools that do an excellent job of preparing their students for college while also overcoming the obstacles posed by students at an economic disadvantage. SRHS offers a myriad of AP courses and dual-enrollment through Grand Canyon University (GCU).. SRHS provides bus transportation to 85% of students within a 7 mile radius.

This 2018-19 data shows the proficiency levels of each of SRHS's primary feeder programs. It evidences that the school receives high-performing students ready to tackle rigorous classes alongside students needing moderate to critical support. SRHS responds to all levels of need through its supportive programs (ie freshman academy & intensified Algebra) & honors, AP & dual enrollment programming.

School	Letter Grade	Alg 1 HP/P	All Math 8 HP/P	ELA HP/P
Imagine Desert West	C	79%	29%	31%
Santa Maria	C	n/a	31%	27%
Western Valley	D	n/a	22%	24%

2. The target population of RCP resides within 36 square miles of the San Tan Valley area in Pinal County, AZ. The location of the school is roughly one mile north of the intersection of Hunt Highway and Gary Rd. The geographical range consists of the immediate area around the school site, and southeast, towards Coolidge, AZ. The community reports an average free-reduced population of 50%. Both replicating school and target communities have small ELL populations (less than 10%). Although some demographics vary between the two communities (30% Hispanic, 50% White,12% Black, 3% Native, 1% Asian), both are diverse and contain stable, small ELL populations. When it opens, RCP will be the only dedicated, college-preparation secondary option for families in the San Tan Valley, as was the case when SRHS opened its doors. Like SRHS, RCP will be open to all students regardless of address, but San Tan Valley residents will, like SRHS, make up the vast majority of the population. RCP will establish and foster a dual-enrollment relationship with the Central Arizona College (CAC) similar to that of SRHS with GCU. Because of the reach of the Phoenix metro area, SRHS provides bus transportation within a seven mile radius. All students reside within 15 miles of the school. We expect a similar reach for enrollment at RCP.

School	Letter Grade	Alg 1 HP/P	All Math 8 HP/P	ELA HP/P	Anticipated Enroll#
J.O. Combs Middle	D	91%	32%	32%	50
Queen Creek Middle	B	98%	54%	47%	25
Payne Junior High	A	87%	65%	54%	50
Newell Barney MS	A	97%	71%	56%	25

At SRHS, our 2018-19 data demonstrates that incoming 8th graders entering as HP/P in both ELA and math are similar to those from students enrolling to the proposed locations from J.O. Combs & Queen Creek Middle. Students coming from these programs will likely not only benefit from our SRHS blend of rigorous classes & programs through the support at RCP via AVID. AVID will be critical in ensuring that students with rigorous academic aspirations, who do not yet have the skills, get the necessary support to reach them. Students entering from Payne and Newell Barney demonstrate much higher ELA and math proficiency, so they will likely access rigorous honors, AP, and dual enrollment offerings.

Performance of Local Schools:

The lack of a local, A rated choice in San Tan is similar to the start-up context of the replication school. All three local district schools:

Poston Butte High School, San Tan Foothills High School (Florence District), and Combs High School (J.O. Combs District) received a C letter grade. The fifteen local district elementary schools in San Tan Valley received the following letter grades (A-1, B-3, C-9, D-1, F-1). American Leadership Academy in Queen Creek, is the closest charter school option for San Tan Valley residents. As of the 2017-18 letter grades, they earned a B rating. The closest charter elementary to RCP, Eduprize, earned an A letter grade with proficiency scores in ELA and math above the state average. American Leadership Academy (Anthem) in Pinal County, also earned an A rating.

3. The San Tan Valley area is the largest populated area in Pinal County with over 90,700 residents. The population in San Tan Valley grew 2.6% from 2016 to 2017, with 15% growth since the 2000 census, and over 2,000% in the last 30 years. Several housing developments have and continue to grow throughout the region, including three new communities within a half mile to the south, north, and west of the proposed site. Although several district and charter elementary schools have accommodated the need for K-8 students, there are few high school options. Although the Florence and JO Combs districts serve high school students in the area, there are no other charter high schools operating within the San Tan Valley area. The closest charter high school is American Leadership Academy, located northwest of Pinal county in Queen Creek, AZ. RCP would be the only college prep charter high school in the San Tan Valley.

4. Enrollment at RCP will mirror the enrollment practices at SRHS and is open to all Arizona residents. SRHS does not limit enrollment based on a student's race, color, religion, national origin, language spoken, or intellectual ability. Both SRHS and RCP have enrollment packets that include; student demographics, residency information, student compact, medical information, PHLOTE, and permission forms. We created and will abide by the following enrollment and lottery guidelines. Student re-enrollment counts and school capacity are used to project the number of available slots. The following information describes our lottery and waiting list policies:
    1. SRHS holds open enrollment, accepts applications until June 15th,and makes public announcement of enrollment deadlines. After the deadline closes, the school holds a lottery for its spots. Preferences are given to continuing students & siblings of continuing students.
    2. The lottery randomly selects applications for enrollment and generates the school's waiting list. During the lottery process, all completed and accepted applications submitted during the enrollment period are publicly drawn in random order until capacity is reached and the remainder is placed on the waiting list.
    3. The waiting list ranks applications that were submitted during the enrollment period. These applicants will be identified by number and by grade. As spaces become available at the school, they will be offered to the applicants in order of placement on the waiting list. The schools will place those applications received by the deadline in order of their submission on a waiting list and then all other applications should be placed after them in order of their submission on that waiting list.
    4. Provide the enrollment timeframe that will be implemented and shared with the public.

Year	20-21	21-22	22-23	23-24
9	125	125	130	130
10	75	125	125	130
11	50	75	125	125
12	0	50	75	125

In January 2020, RCP will be establishing and staffing a temporary on-site office on the school's property with high-profile signage to provide school information to community members. Staff will begin accepting applications at this time through this office and continue until the June 15th lottery. After the lottery, applications will continue to be accepted for waiting lists. Leadership will share enrollment timeframe information with the public a variety of ways. A school website will be launched in January 2020 and with a substantial social media campaign to follow. Additionally, a sequence of ads will be taken out in local papers. Public relations initiatives will be conducted through local media outlets and the city. School social and orientation events will be planned each month. A series of postcards will be sent to the homes of middle and high school-aged students.

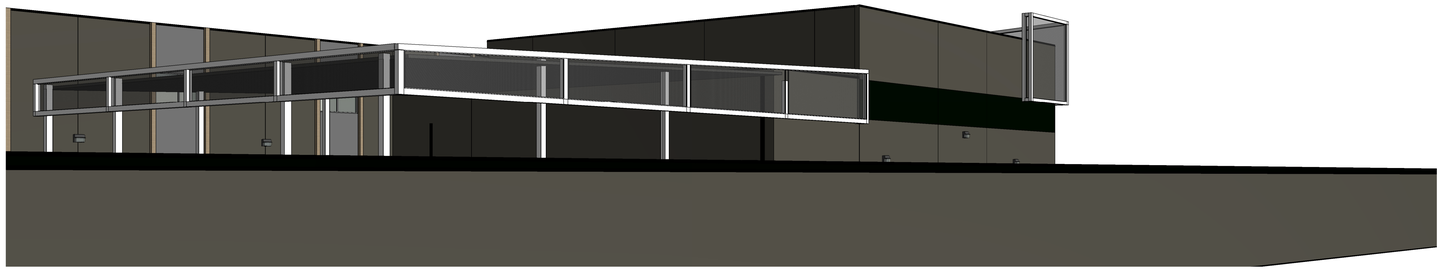
Ridgeview College Preparatory High School
Operations and Business Plan

1. Over the next five years, ACSF plans to strategically grow from 10 high schools in 2019-20, to 11 in 2020-21. The desired outcome for ACSF includes gradually increasing the secondary students it serves from 3585, 3835, 3960, 4040, to 4095 students over the course of the next five years.

Year	RCP	# ACSF Schools, grades served
20/21	Open 9th-11th	10, serving 9-12 1, serving 9-11
21/22	Add 12th	11, serving 9-12
22/23		11, serving 9-12
23/24		11, serving 9-12
24/25		11, serving 9-12

2. The management team has the capacity to support Finance, HR, Facilities, Risk Management, Technology, and Academics. Leona Arizona Management (EMO) offers a dedicated VP of School and Leadership Development, who will support the leadership at RCP in opening the school successfully. Additionally, the QSI department has a dedicated secondary director to support RCP in addition to its elementary director. One key lesson learned at GCP and MHP, two recently opened HS, was that enrolling seniors in the first year of the campus is fraught with difficulty in maintaining the campus vision, culture, and programs, so RCP will only enroll grades 9-11 in its first year. The previous two replication campuses that were approved did not open due to shifting of resources to address the facility concerns of two other school campuses. Both El Dorado High School and Glenview College Preparatory were unable to negotiate new lease terms on their facilities and subsequently needed to relocate. One of those new locations was a ground-up build, diverting both human and monetary resources from the two aforementioned projects. While one project in Maricopa was abandoned, the second in San Tan Valley continued after the completion of El Dorado and Glenview. Unfortunately, the timing the county required for permits pushed construction well past the anticipated opening. We have been working with the county since to ensure we are able to have all approvals in a timely manner to allow the construction to be completed on time.

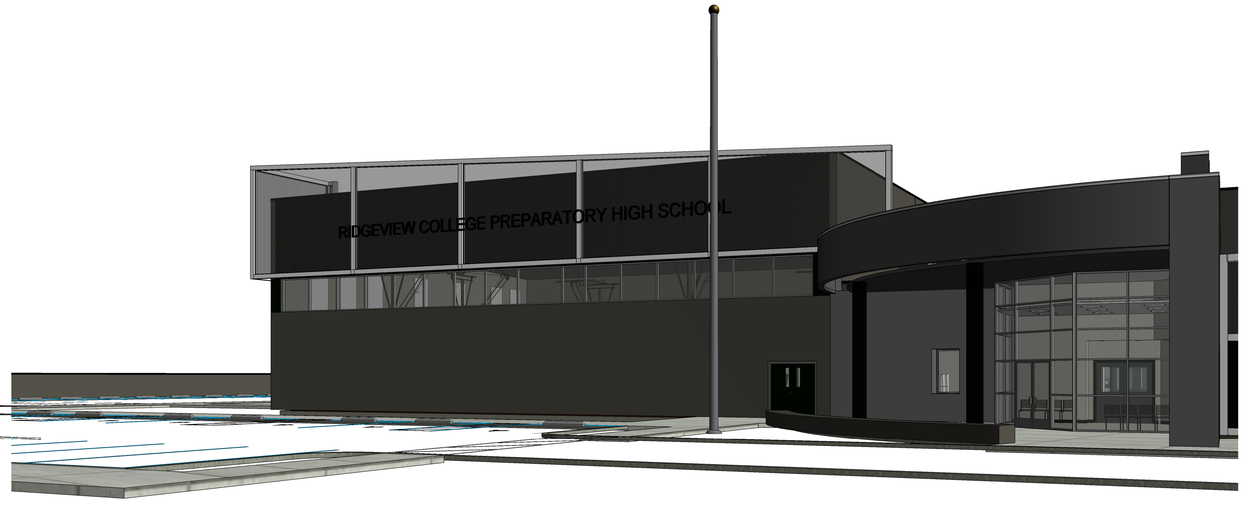
3. RCP will have a planning period of 6 months in which to advertise, enroll students, and hire staff. Staff will be hired with a sufficient lead time so that, in addition to professional development at the site, an AVID team can train and be prepared to roll out a strong AVID program launch in year one. In addition, RCP will benefit from learning and training at our other college prep schools; Glenview College Prep, Mission Heights Prep, and South Ridge High Schools, in order to open with maximum success. Academically, these schools will be monitored from the EMO level which has increased its operational and academic capacity over the past two years. The EMO will provide the same level of academic, operational and financial monitoring that ensures all schools remain in compliance.



4 BACK PERSPECTIVE VIEW

1 FRONT PERSPECTIVE VIEW

2 LOBBY PERSPECTIVE VIEW



3 ADMIN PERSPECTIVE VIEW

The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/ CLIENT: DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION

carhuff+cueva architects, llc
3149 e prince rd #151
tucson, arizona 85716
phone 520.577.4560
www.cca-az.com
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NEW SCHOOL CAMPUS FOR:

THE LEONA GROUP, LLC QUEEN CREEK CAMPUS

SKYLINE DR. & GARY RD.
SAN TAN VALLEY, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

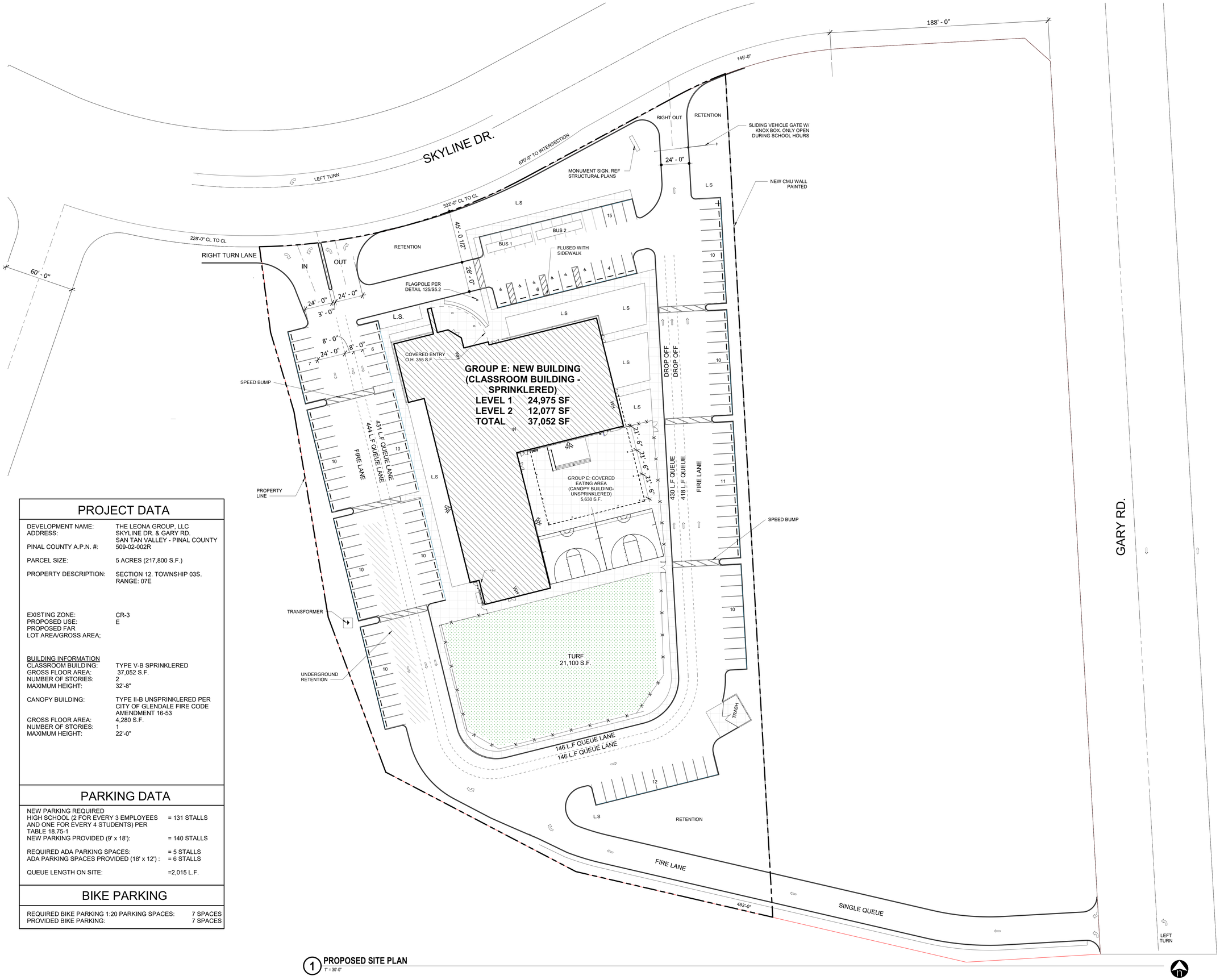
PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE | DRAWN BY Author

DRAWING TITLE PERSPECTIVE VIEWS

DRAWING NUMBER 3D 1



PROJECT DATA

DEVELOPMENT NAME:	THE LEONA GROUP, LLC
ADDRESS:	SKYLINE DR. & GARY RD. SAN TAN VALLEY - PINAL COUNTY
PINAL COUNTY A.P.N. #:	509-02-002R
PARCEL SIZE:	5 ACRES (217,800 S.F.)
PROPERTY DESCRIPTION:	SECTION 12. TOWNSHIP 03S. RANGE: 07E
EXISTING ZONE:	CR-3
PROPOSED USE:	E
PROPOSED FAR	
LOT AREA/GROSS AREA;	

BUILDING INFORMATION

CLASSROOM BUILDING:	TYPE V-B SPRINKLERED
GROSS FLOOR AREA:	37,052 S.F.
NUMBER OF STORIES:	2
MAXIMUM HEIGHT:	32'-8"
CANOPY BUILDING:	TYPE II-B UNSPRINKLERED PER CITY OF GLENDALE FIRE CODE AMENDMENT 16-53
GROSS FLOOR AREA:	4,280 S.F.
NUMBER OF STORIES:	1
MAXIMUM HEIGHT:	22'-0"

PARKING DATA

NEW PARKING REQUIRED HIGH SCHOOL (2 FOR EVERY 3 EMPLOYEES AND ONE FOR EVERY 4 STUDENTS) PER TABLE 18.75-1	= 131 STALLS
NEW PARKING PROVIDED (9' x 18'):	= 140 STALLS
REQUIRED ADA PARKING SPACES:	= 5 STALLS
ADA PARKING SPACES PROVIDED (18' x 12') :	= 6 STALLS
QUEUE LENGTH ON SITE:	=2,015 L.F.

BIKE PARKING

REQUIRED BIKE PARKING 1:20 PARKING SPACES:	7 SPACES
PROVIDED BIKE PARKING:	7 SPACES

1 PROPOSED SITE PLAN
1" = 30'-0"

The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/ CLIENT:	DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION

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NEW SCHOOL CAMPUS FOR:

THE LEONA GROUP, LLC QUEEN CREEK CAMPUS

SKYLINE DR. & GARY RD.
SAN TAN VALLEY, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

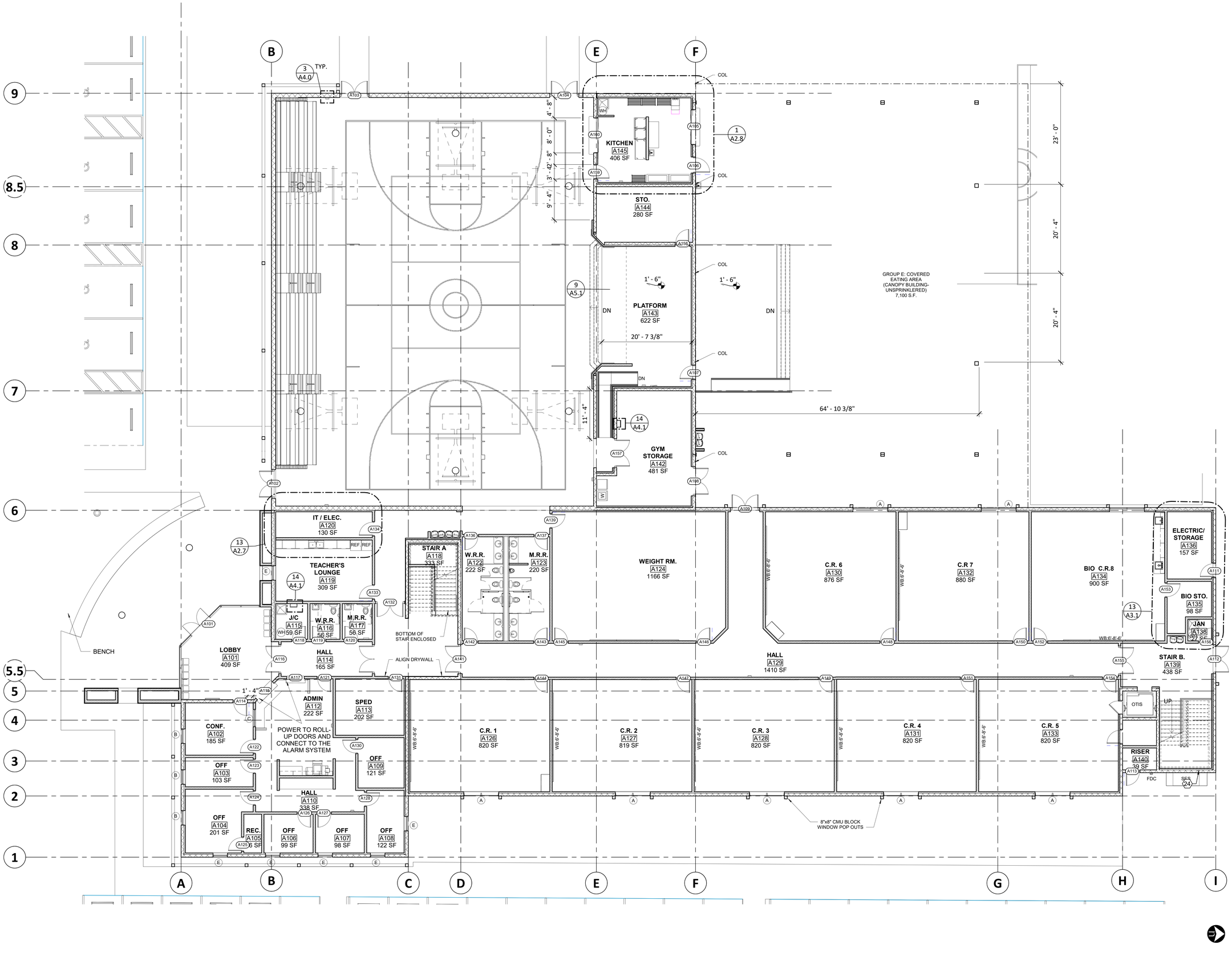
PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE As indicated | DRAWN BY TP/KA

DRAWING TITLE ARCHITECTURAL SITE PLAN

DRAWING NUMBER SP1.0



The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/ CLIENT:	DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION

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NEW SCHOOL CAMPUS FOR:

THE LEONA GROUP, LLC QUEEN CREEK CAMPUS

SKYLINE DR. & GARY RD. SAN TAN VALLEY, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

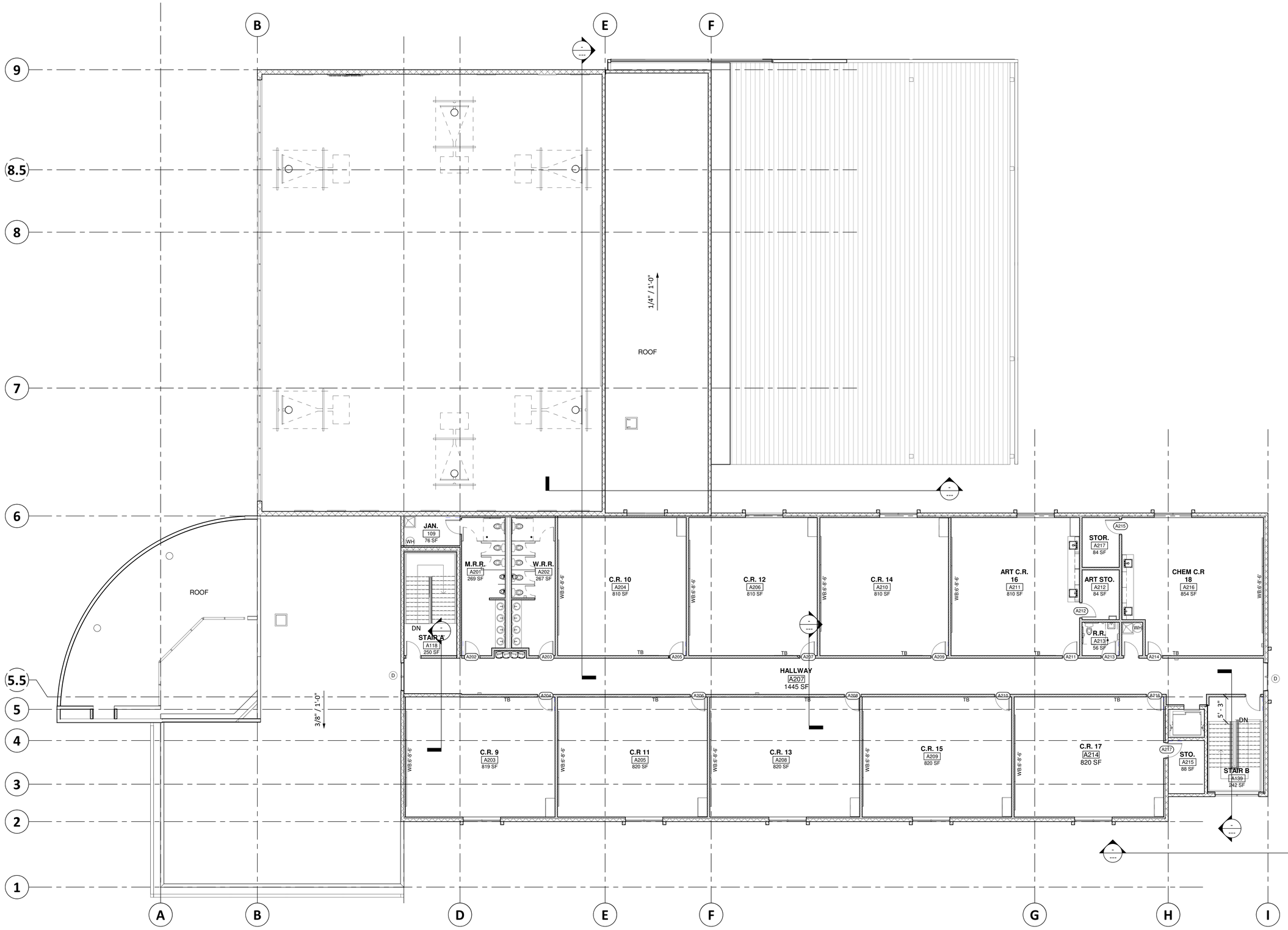
PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE 1/8" = 1'-0" | DRAWN BY KA

DRAWING TITLE PROPOSED FIRST FLOOR PLAN

DRAWING NUMBER A1.0



1 PROPOSED FLOOR PLAN LEVEL 2
1/8" = 1'-0"

The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/ CLIENT: DATE APPROVED:

PRELIMINARY NOT FOR CONSTRUCTION

carhuff+cueva architects, llc
3149 e prince rd #151
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phone 520.577.4560
www.cca-az.com
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NEW SCHOOL CAMPUS FOR:

THE LEONA GROUP, LLC QUEEN CREEK CAMPUS
SKYLINE DR. & GARY RD.
SAN TAN VALLEY, AZ

SCHEMATIC DESIGN

△ REVISION	DATE	DESCRIPTION	BY

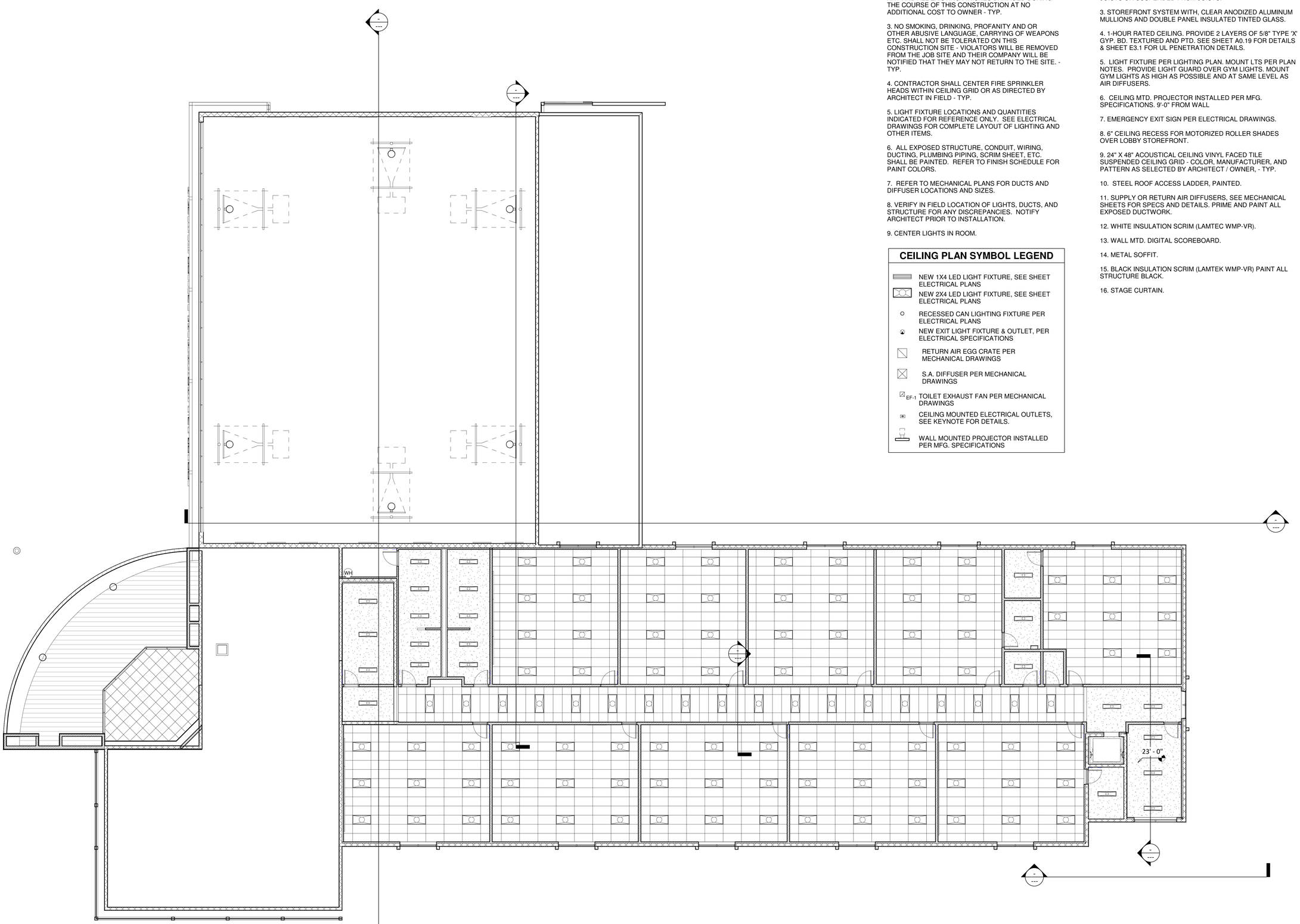
PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE 1/8" = 1'-0" | DRAWN BY KA

DRAWING TITLE PROPOSED SECOND FLOOR PLAN

DRAWING NUMBER A1.1



1 LEVEL 2 REFLECTED CEILING PLAN
1/8" = 1'-0"

CEILING PLAN GENERAL NOTES:

1. CONTRACTOR SHALL PROVIDE A 100% WATER-TIGHT BUILDING ENVELOPE PRIOR TO COMMENCING WITH ANY INTERIOR FINISHES - TYP.

2. CONTRACTORS SHALL REPAIR AND/OR REPLACE ANY AND ALL EXISTING FINISHES DAMAGED DURING THE COURSE OF THIS CONSTRUCTION AT NO ADDITIONAL COST TO OWNER - TYP.

3. NO SMOKING, DRINKING, PROFANITY AND OR OTHER ABUSIVE LANGUAGE, CARRYING OF WEAPONS ETC. SHALL NOT BE TOLERATED ON THIS CONSTRUCTION SITE - VIOLATORS WILL BE REMOVED FROM THE JOB SITE AND THEIR COMPANY WILL BE NOTIFIED THAT THEY MAY NOT RETURN TO THE SITE. - TYP.

4. CONTRACTOR SHALL CENTER FIRE SPRINKLER HEADS WITHIN CEILING GRID OR AS DIRECTED BY ARCHITECT IN FIELD - TYP.

5. LIGHT FIXTURE LOCATIONS AND QUANTITIES INDICATED FOR REFERENCE ONLY. SEE ELECTRICAL DRAWINGS FOR COMPLETE LAYOUT OF LIGHTING AND OTHER ITEMS.

6. ALL EXPOSED STRUCTURE, CONDUIT, WIRING, DUCTING, PLUMBING PIPING, SCRIM SHEET, ETC. SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR PAINT COLORS.

7. REFER TO MECHANICAL PLANS FOR DUCTS AND DIFFUSER LOCATIONS AND SIZES.

8. VERIFY IN FIELD LOCATION OF LIGHTS, DUCTS, AND STRUCTURE FOR ANY DISCREPANCIES. NOTIFY ARCHITECT PRIOR TO INSTALLATION.

9. CENTER LIGHTS IN ROOM.

CEILING PLAN SYMBOL LEGEND

- NEW 1X4 LED LIGHT FIXTURE, SEE SHEET ELECTRICAL PLANS
- NEW 2X4 LED LIGHT FIXTURE, SEE SHEET ELECTRICAL PLANS
- RECESSED CAN LIGHTING FIXTURE PER ELECTRICAL PLANS
- NEW EXIT LIGHT FIXTURE & OUTLET, PER ELECTRICAL SPECIFICATIONS
- RETURN AIR EGG CRATE PER MECHANICAL DRAWINGS
- S.A. DIFFUSER PER MECHANICAL DRAWINGS
- EF-1 TOILET EXHAUST FAN PER MECHANICAL DRAWINGS
- CEILING MOUNTED ELECTRICAL OUTLETS, SEE KEYNOTE FOR DETAILS.
- WALL MOUNTED PROJECTOR INSTALLED PER MFG. SPECIFICATIONS

REFLECTED CEILING PLAN KEYNOTES:

1. 24" X 48" ACOUSTICAL CEILING TILE IN SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER, - TYP.

2. 5/8" GYP. BD. CEILING TEXTURED AND PTD. OVER CEILING JOISTS OR SUSPENDED FROM JOISTS.

3. STOREFRONT SYSTEM WITH, CLEAR ANODIZED ALUMINUM MULLIONS AND DOUBLE PANEL INSULATED TINTED GLASS.

4. 1-HOUR RATED CEILING. PROVIDE 2 LAYERS OF 5/8" TYPE 'X' GYP. BD. TEXTURED AND PTD. SEE SHEET A0.19 FOR DETAILS & SHEET E3.1 FOR UL PENETRATION DETAILS.

5. LIGHT FIXTURE PER LIGHTING PLAN. MOUNT LTS PER PLAN NOTES. PROVIDE LIGHT GUARD OVER GYM LIGHTS. MOUNT GYM LIGHTS AS HIGH AS POSSIBLE AND AT SAME LEVEL AS AIR DIFFUSERS.

6. CEILING MTD. PROJECTOR INSTALLED PER MFG. SPECIFICATIONS. 9'-0" FROM WALL

7. EMERGENCY EXIT SIGN PER ELECTRICAL DRAWINGS.

8. 6" CEILING RECESS FOR MOTORIZED ROLLER SHADES OVER LOBBY STOREFRONT.

9. 24" X 48" ACOUSTICAL CEILING VINYL FACED TILE SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER, - TYP.

10. STEEL ROOF ACCESS LADDER, PAINTED.

11. SUPPLY OR RETURN AIR DIFFUSERS, SEE MECHANICAL SHEETS FOR SPECS AND DETAILS. PRIME AND PAINT ALL EXPOSED DUCTWORK.

12. WHITE INSULATION SCRIM (LAMTEC WMP-VR).

13. WALL MTD. DIGITAL SCOREBOARD.

14. METAL SOFFIT.

15. BLACK INSULATION SCRIM (LAMTEK WMP-VR) PAINT ALL STRUCTURE BLACK.

16. STAGE CURTAIN.

The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/ CLIENT: DATE APPROVED:

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NEW SCHOOL CAMPUS FOR:

THE LEONA GROUP, LLC QUEEN CREEK CAMPUS

SKYLINE DR. & GARY RD.
SAN TAN VALLEY, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

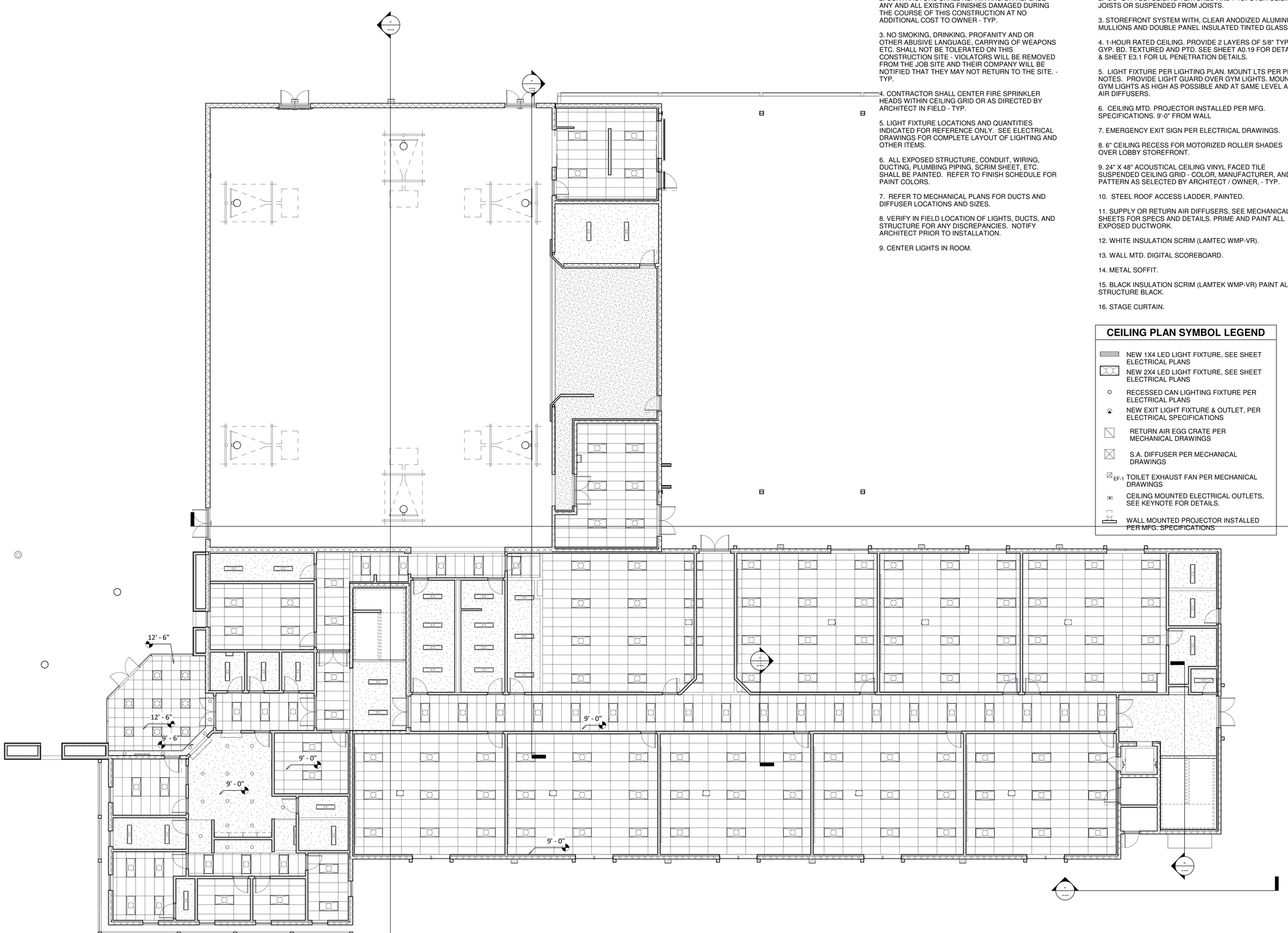
PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE 1/8" = 1'-0" | DRAWN BY KA

DRAWING TITLE SECOND FLOOR REFLECTED CEILING PLAN

DRAWING NUMBER A1.6



1 LEVEL 1 REFLECTED CEILING PLAN
1/8" = 1'-0"

CEILING PLAN GENERAL NOTES:

1. CONTRACTOR SHALL PROVIDE A 100% WATER-TIGHT BUILDING ENVELOPE PRIOR TO COMMENCING WITH ANY INTERIOR FINISHES - TYP.

2. CONTRACTORS SHALL REPAIR AND/OR REPLACE ANY AND ALL EXISTING FINISHES DAMAGED DURING THE COURSE OF THIS CONSTRUCTION AT NO ADDITIONAL COST TO OWNER - TYP.

3. NO SMOKING, DRINKING, PROFANITY AND OR OTHER ABUSIVE LANGUAGE, CARRYING OF WEAPONS ETC. SHALL NOT BE TOLERATED ON THIS CONSTRUCTION SITE - VIOLATORS WILL BE REMOVED FROM THE JOB SITE AND THEIR COMPANY WILL BE NOTIFIED THAT THEY MAY NOT RETURN TO THE SITE. - TYP.

4. CONTRACTOR SHALL CENTER FIRE SPRINKLER HEADS WITHIN CEILING GRID OR AS DIRECTED BY ARCHITECT IN FIELD - TYP.

5. LIGHT FIXTURE LOCATIONS AND QUANTITIES INDICATED FOR REFERENCE ONLY. SEE ELECTRICAL DRAWINGS FOR COMPLETE LAYOUT OF LIGHTING AND OTHER ITEMS.

6. ALL EXPOSED STRUCTURE, CONDUIT, WIRING, DUCTING, PLUMBING PIPING, SCRIM SHEET, ETC. SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR PAINT COLORS.

7. REFER TO MECHANICAL PLANS FOR DUCTS AND DIFFUSER LOCATIONS AND SIZES.

8. VERIFY IN FIELD LOCATION OF LIGHTS, DUCTS, AND STRUCTURE FOR ANY DISCREPANCIES. NOTIFY ARCHITECT PRIOR TO INSTALLATION.

9. CENTER LIGHTS IN ROOM.

REFLECTED CEILING PLAN KEYNOTES:

1. 24" X 48" ACOUSTICAL CEILING TILE IN SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER, - TYP.

2. 5/8" GYP. BD. CEILING TEXTURED AND PTD. OVER CEILING JOISTS OR SUSPENDED FROM JOISTS.

3. STOREFRONT SYSTEM WITH, CLEAR ANODIZED ALUMINUM MULLIONS AND DOUBLE PANEL INSULATED TINTED GLASS.

4. 1-HOUR RATED CEILING. PROVIDE 2 LAYERS OF 5/8" TYPE 'X' GYP. BD. TEXTURED AND PTD. SEE SHEET A0.19 FOR DETAILS & SHEET E3.1 FOR UL PENETRATION DETAILS.

5. LIGHT FIXTURE PER LIGHTING PLAN. MOUNT LTS PER PLAN NOTES. PROVIDE LIGHT GUARD OVER GYM LIGHTS. MOUNT GYM LIGHTS AS HIGH AS POSSIBLE AND AT SAME LEVEL AS AIR DIFFUSERS.

6. CEILING MTD. PROJECTOR INSTALLED PER MFG. SPECIFICATIONS. 9'-0" FROM WALL

7. EMERGENCY EXIT SIGN PER ELECTRICAL DRAWINGS.

8. 6" CEILING RECESS FOR MOTORIZED ROLLER SHADES OVER LOBBY STOREFRONT.

9. 24" X 48" ACOUSTICAL CEILING VINYL FACED TILE SUSPENDED CEILING GRID - COLOR, MANUFACTURER, AND PATTERN AS SELECTED BY ARCHITECT / OWNER, - TYP.

10. STEEL ROOF ACCESS LADDER, PAINTED.

11. SUPPLY OR RETURN AIR DIFFUSERS, SEE MECHANICAL SHEETS FOR SPECS AND DETAILS. PRIME AND PAINT ALL EXPOSED DUCTWORK.

12. WHITE INSULATION SCRIM (LAMTEC WMP-VR).

13. WALL MTD. DIGITAL SCOREBOARD.

14. METAL SOFFIT.

15. BLACK INSULATION SCRIM (LAMTEK WMP-VR) PAINT ALL STRUCTURE BLACK.

16. STAGE CURTAIN.

CEILING PLAN SYMBOL LEGEND

- NEW 1X4 LED LIGHT FIXTURE, SEE SHEET ELECTRICAL PLANS
- NEW 2X4 LED LIGHT FIXTURE, SEE SHEET ELECTRICAL PLANS
- RECESSED CAN LIGHTING FIXTURE PER ELECTRICAL PLANS
- NEW EXIT LIGHT FIXTURE & OUTLET, PER ELECTRICAL SPECIFICATIONS
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- EF-1 TOILET EXHAUST FAN PER MECHANICAL DRAWINGS
- CEILING MOUNTED ELECTRICAL OUTLETS, SEE KEYNOTE FOR DETAILS.
- WALL MOUNTED PROJECTOR INSTALLED PER MFG. SPECIFICATIONS

The Leona Group, L.L.C.

DESIGN APPROVAL

OWNER/ CLIENT: DATE APPROVED:

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NEW SCHOOL CAMPUS FOR:

THE LEONA GROUP, LLC QUEEN CREEK CAMPUS

SKYLINE DR. & GARY RD.
SAN TAN VALLEY, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

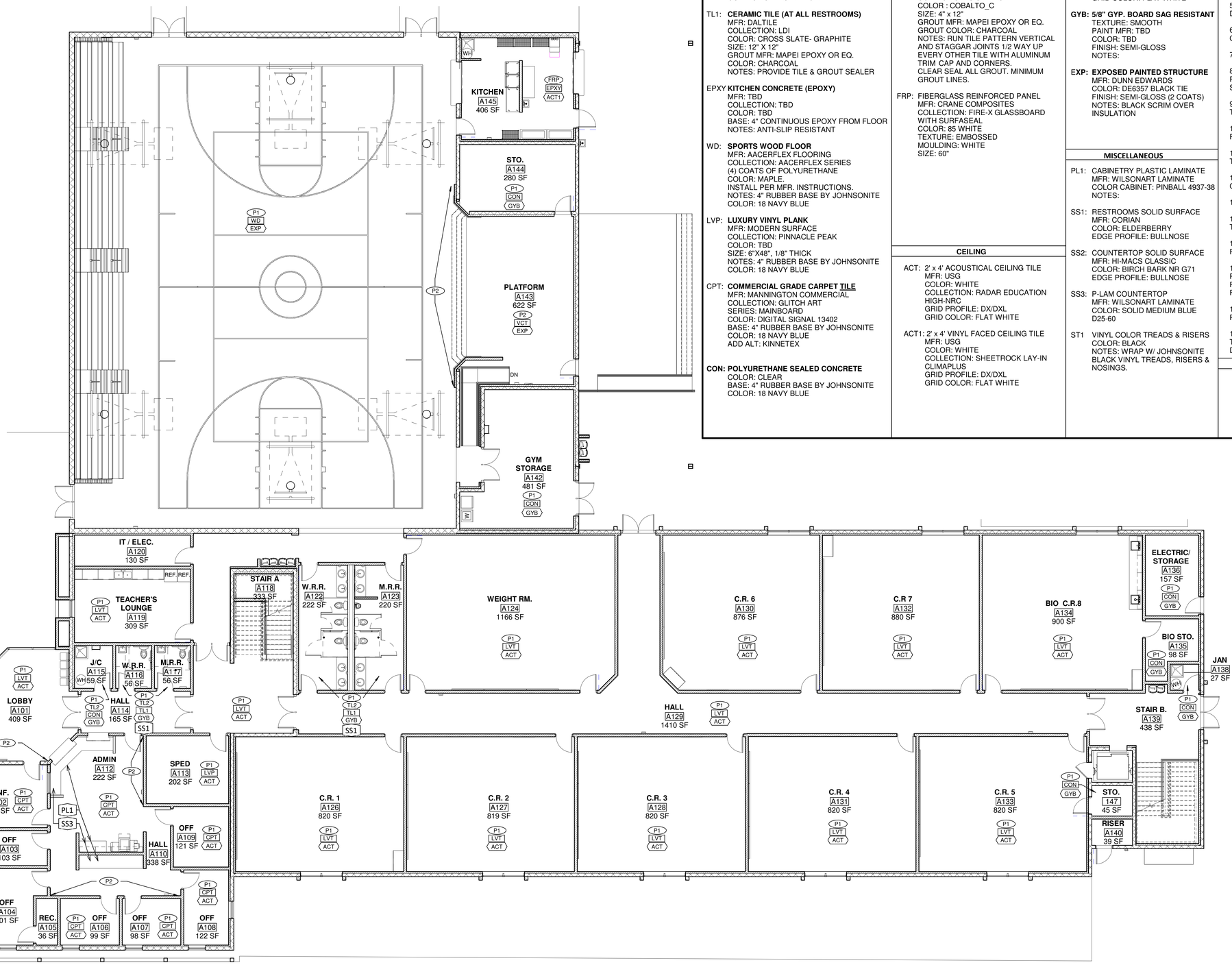
PROJECT NO. 18-010

DATE MAY 22, 2019

SCALE 1/8" = 1'-0" | DRAWN BY KA

DRAWING TITLE FIRST FLOOR REFLECTED CEILING PLAN

DRAWING NUMBER A1.5



1 FINISH PLAN LEVEL 1
1/8" = 1'-0"

FINISH SPECIFICATIONS

FLOOR

VCT:

LVT: **LUXURY VINYL TILE**
MFR: MANNINGTON COMMERCIAL
COLLECTION: COLOR ANCHOR LVT
SERIES: STRIDE
COLOR 1: WINTER FLEECE C137
COLOR 2: COTTONTAIL C138
COLOR 3: LONDON FOG C139
SIZE: 12"X24"
NOTES: 4" RUBBER BASE BY JOHNSONITE
COLOR: 18 NAVY BLUE
ADD ALT: LUXURY VINYL PLANK FLOORING
MFR: GEMCORE
COLLECTION: TOPAZ 20 MIL.

TL1: **CERAMIC TILE (AT ALL RESTROOMS)**
MFR: DALTILE
COLLECTION: LDI
COLOR: CROSS SLATE- GRAPHITE
SIZE: 12" X 12"
GROUT MFR: MAPEI EPOXY OR EQ.
COLOR: CHARCOAL
NOTES: PROVIDE TILE & GROUT SEALER

EPXY **KITCHEN CONCRETE (EPOXY)**
MFR: TBD
COLLECTION: TBD
COLOR: TBD
BASE: 4" CONTINUOUS EPOXY FROM FLOOR
NOTES: ANTI-SLIP RESISTANT

WD: **SPORTS WOOD FLOOR**
MFR: AACERFLEX FLOORING
COLLECTION: AACERFLEX SERIES
(4) COATS OF POLYURETHANE
COLOR: MAPLE.
INSTALL PER MFR. INSTRUCTIONS.
NOTES: 4" RUBBER BASE BY JOHNSONITE
COLOR: 18 NAVY BLUE

LVP: **LUXURY VINYL PLANK**
MFR: MODERN SURFACE
COLLECTION: PINNACLE PEAK
COLOR: TBD
SIZE: 6"X48", 1/8" THICK
NOTES: 4" RUBBER BASE BY JOHNSONITE
COLOR: 18 NAVY BLUE

CPT: **COMMERCIAL GRADE CARPET TILE**
MFR: MANNINGTON COMMERCIAL
COLLECTION: GLITCH ART
SERIES: MAINBOARD
COLOR: DIGITAL SIGNAL 13402
BASE: 4" RUBBER BASE BY JOHNSONITE
COLOR: 18 NAVY BLUE
ADD ALT: KINNETEX

CON: POLYURETHANE SEALED CONCRETE
COLOR: CLEAR
BASE: 4" RUBBER BASE BY JOHNSONITE
COLOR: 18 NAVY BLUE

WALL

P1: FIELD PAINT
MFR: DUNN EDWARDS
COLOR: SHADY DEC774
FINISH: SEMI-GLOSS (2 COATS)

P2: ACCENT PAINT
MFR: DUNN EDWARDS
COLOR: BLACK RIVER FALLS DEA189
FINISH: SEMI-GLOSS (2 COATS)

TL2: CERAMIC WALL TILE (6'-0" WAINSCOT)
WET WALLS ONLY
MFR: MARAZZI
COLLECTION: SISTEM C
COLOR : COBALTO_C
SIZE: 4" x 12"
GROUT MFR: MAPEI EPOXY OR EQ.
GROUT COLOR: CHARCOAL
NOTES: RUN TILE PATTERN VERTICAL AND STAGGAR JOINTS 1/2 WAY UP EVERY OTHER TILE WITH ALUMINUM TRIM CAP AND CORNERS.
CLEAR SEAL ALL GROUT. MINIMUM GROUT LINES.

FRP: FIBERGLASS REINFORCED PANEL
MFR: CRANE COMPOSITES
COLLECTION: FIRE-X GLASSBOARD WITH SURFASEAL
COLOR: 85 WHITE
TEXTURE: EMBOSSED
MOULDING: WHITE
SIZE: 60"

CEILING

ACT: 2' x 4' ACOUSTICAL CEILING TILE
MFR: USG
COLOR: WHITE
COLLECTION: RADAR EDUCATION HIGH-NRC
GRID PROFILE: DX/DXL
GRID COLOR: FLAT WHITE

ACT1: 2' x 4' VINYL FACED CEILING TILE
MFR: USG
COLOR: WHITE
COLLECTION: SHEETROCK LAY-IN CLIMAPLUS
GRID PROFILE: DX/DXL
GRID COLOR: FLAT WHITE

CEILING

ACT 2' x 2' ACOUSTICAL CEILING TILE
MFR: USG
COLOR: WHITE
COLLECTION: RADAR EDUCATION HIGH-NRC
GRID PROFILE: DX/DXL
GRID COLOR: FLAT WHITE

ACT1: 2' x 4' VINYL FACED CEILING TILE
MFR: USG
COLOR: WHITE
COLLECTION: SHEETROCK LAY-IN CLIMAPLUS
GRID PROFILE: DX/DXL
GRID COLOR: FLAT WHITE

GYB: 5/8" GYP. BOARD SAG RESISTANT
TEXTURE: SMOOTH
PAINT MFR: TBD
COLOR: TBD
FINISH: SEMI-GLOSS
NOTES:

EXP: EXPOSED PAINTED STRUCTURE
MFR: DUNN EDWARDS
COLOR: DE6357 BLACK TIE
FINISH: SEMI-GLOSS (2 COATS)
NOTES: BLACK SCRIM OVER INSULATION

MISCELLANEOUS

PL1: CABINETRY PLASTIC LAMINATE
MFR: WILSONART LAMINATE
COLOR CABINET: PINBALL 4937-38
NOTES:

SS1: RESTROOMS SOLID SURFACE
MFR: CORIAN
COLOR: ELDERBERRY
EDGE PROFILE: BULLNOSE

SS2: COUNTERTOP SOLID SURFACE
MFR: HI-MACS CLASSIC
COLOR: BIRCH BARK NR G71
EDGE PROFILE: BULLNOSE

SS3: P-LAM COUNTERTOP
MFR: WILSONART LAMINATE
COLOR: SOLID MEDIUM BLUE D25-60

ST1 VINYL COLOR TREADS & RISERS
COLOR: BLACK
NOTES: WRAP W/ JOHNSONITE BLACK VINYL TREADS, RISERS & NOSINGS.

GENERAL NOTES

1. ALL FLOORING MATERIALS TO MEET AT CENTER OF DOORWAY, U.N.O.

2. ALL FLOORING MATERIALS CONTINUE UNDER CASEWORK TO TOE KICK OR UNDER OPEN COUNTER TO WALL.

3. PAINT ALL DOOR FRAMES AND HANDRAILS, MFR: DUNN EDWARDS, COLOR: DEA189 - BLACK RIVER FALLS LRV6 SEMI-GLOSS.

4. 60" A.F.F. FRP WAINSCOT TO BE APPLIED ON MOP SINK'S SURROUNDING WALLS. +6" BEYOND PLUMBING FIXTURE EDGE.

5. PROVIDE FLOOR TRANSITION STRIPS WHERE DIFFERENT FINISHES MEET.

6. DARK GROUT ON FLOORS AND WALLS. CLEAR SEALER ON ALL TILE GROUT. VERIFY COLOR PER OWNER.

7. PAINT EXTERIOR COMPLETELY.

8. VINYL FLOOR COVERING AT ALL STAIR'S TREAD, RISER AND NOSING (INCLUDING STAGE AND BACK OF STAGE).

9. PAINT PERIMETER CMU WALL AND TRASH ENCLOSURE TO MATCH FENCE COLOR.

10. OWNER MUST APPROVE ALL PAINT COLORS, FLOORING, FONTS, GRAPHICS AND FINISHES.

11. PAINT INTERIOR WITH SEMI GLOSS PAINT AND TEXTURE TO BE ORANGE PEEL.

12. CORNER GUARDS (C.G.) ALL CORNERS. NO GLUED GUARDS. COLOR: TBD

13. ROOM NAME SIGNS LIKE GLENVIEW.

14. 45 DEGREE SCHLUTER METAL MOP STRIP TRANSITION WALL-FLOOR AT RESTROOMS.

15. TRANSITION STRIP 12" BEFORE THE FIRST STEP AT PLATFORM.

16. INTERIOR DOORS: DOORMERICA - AMERICAN SERIES. ROTARY WHITE BIRCH. COLOR: FLORIDA. PAINTED DOOR FRAMES, COLOR: DUNN EDUARDS DEA189 - BLACK RIVER FALLS LRV6.

17. CAULK ALL WALL CONTROL JOINTS BEFORE PAINTING, OR CAULK TO MATCH PAINT.

18. 45 DEGREE SCHLUTER METAL MOP STRIP TRANSITION WALL-FLOOR AT RESTROOMS AND DRINKING FOUNTAINS.

LEGEND

[XXX] FLOOR FINISH SYMBOL
(XXX) WALL FINISH SYMBOL
⟨XXX⟩ CEILING FINISH SYMBOL
XXX MISC. FINISH SYMBOL

The Leona Group, L.L.C.

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THE LEONA GROUP, LLC QUEEN CREEK CAMPUS

SKYLINE DR. & GARY RD. SAN TAN VALLEY, AZ

SCHEMATIC DESIGN

REVISION	DATE	DESCRIPTION	BY

PROJECT NO. 18-010
DATE MAY 22, 2019
SCALE As indicated
DRAWN BY TP
DRAWING TITLE FIRST FLOOR FINISH PLAN
DRAWING NUMBER **A1.8**

MINUTES
BOARD OF DIRECTORS MEETING
AMERICAN CHARTER SCHOOLS FOUNDATION

June 19, 2019

A regular meeting of the Board of Directors (the "Board") of the American Charter Schools Foundation, a Michigan corporation registered to do business in Arizona (the "Foundation"), was held at 7500 N. Dreamy Draw Drive, Suite 220, Phoenix, Arizona.

Attendance and Quorum
The following directors were present in person: Ted Frederick.
The following directors participated by means of teleconference whereby all persons participating in the meeting were able to hear one another: John Matthews and Linda Comer. Directors not present: Gina Conflitti and Matthew Proctor.

The following guests were present: Patrick Lawrence, Scott Shelley and Mary Berg.

Ms. Comer called the meeting to order at approximately 2:30 p.m. Arizona time and noted that a quorum was present.

Minutes
Minutes from the May 15, 2019 Board minutes were presented. A motion to approve the minutes was made by Mr. Frederick and duly seconded by Mr. Matthews. The motion passed (The following Directors voted in favor of the motion: Mr. Frederick, Ms. Comer, and Mr. Matthews).

Call to the Public
A call was made to the public to discuss items on the agenda. No one from the public was in attendance.

President's Report
Mr. Frederick suggested he render his report at the July board meeting, when more Directors were present.

Management Company Report
Ms. Comer suggested the management company report be conducted at the July board meeting.

Old Business
None

New Business
--A motion to approve the proposed budget for SY 2019-20 was made by Ms. Comer and duly seconded by Mr. Matthews. The motion passed (attached) (The following Directors voted in favor of the motion by roll call: Mr. Frederick, Ms. Comer and Mr. Matthews).
--A motion to approve the transfer of Silver Horizon High School Charter to Kaizen Education Foundation was made by Mr. Frederick and duly seconded by Mr. Matthews. The motion passed (The following Directors voted in favor of the motion: Mr. Frederick, Ms. Comer and Mr. Matthews).
Note: The reelection of Ms. Comer and Mr. Matthews was moved to the July meeting.

Board Comments
Mr. Frederick noted that information requested by the board would be provided at next meeting

Adjournment
There being no further business to discuss, an adjournment motion was made by Mr. Matthews and duly seconded by Mr. Frederick. The Board adjourned at 3:41 pm.

The next meeting is scheduled for July 10th (budget for SY 2019-20).

President

Clear Form

Arizona State Board for Charter Schools

Enrollment Matrix

Complete the table to provide the target enrollment, indicating the timeline for the proposed school

Directions:

- In each box under the "Number of Students" columns, identify the number of students served per grade for the first three fiscal years the proposed school will be in operation.
- In the "Total Enrollment" row, provide the total enrollment for each fiscal year.

Proposed School Name:			
American Charter Schools Foundation dba Ridgeview College Preparatory High School			
	Number of Students		
Grade Level	Target - FY 21	Target - FY 22	Target - FY 23
Kindergarten			
1st Grade			
2nd Grade			
3rd Grade			
4th Grade			
5th Grade			
6th Grade			
7th Grade			
8th Grade			
9th Grade	125	125	130
10th Grade	75	125	125
11th Grade	50	75	125
12th Grade	0	50	75
Total Enrollment	250	375	455

Clear Form

Arizona State Board for Charter Schools

Staffing Chart

Complete the table to provide the anticipated staffing for the proposed school.

Directions:

- In each box under the "Number of Staff Members" columns, identify the number of staff members for each position/category for the first three fiscal years the school will be in operation.

Proposed School Name:			
American Charter Schools Foundation dba Ridgeview College Preparatory High School			
Number of Staff Members			
Position	Anticipated - FY 21	Anticipated - FY 22	Anticipated - FY 23
Administration	5	7	7
Teachers/Instructional Staff			
Kindergarten			
1st Grade			
2nd Grade			
3rd Grade			
4th Grade			
5th Grade			
6th Grade			
7th Grade			
8th Grade			
9th Grade	4	4	4
10th Grade	2	4	4
11th Grade	2	3	4
12th Grade		2	4
Specialty Staff (Music, Art, PE, etc.)	1	1	3
Special Education	1	1	1
Paraprofessional		2	3
Additional Staff			
List title:	1	1	1
List title:	1	1	1
List title:			
Total Number of Staff Members	17	26	32

American
CHARTER SCHOOLS
FOUNDATION

Mission

The mission of the American Charter Schools Foundation is to promote the charter school movement in the United States with the goal of improving the public school system by creating a more competitive environment, providing parents and students with freedom of choice, and striving for higher academic standards. To assist in the accomplishment of this goal, the Foundation will do any or all of the following:

- Apply for charter school applications
- Serve as a governing body for charter schools
- Provide startup funding and capital investment
- Acquire property for school sites and facilities
- Operate as an educational management company
- Provide supplemental educational services

MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of the 30th day of September 2019, by and between American Charter Schools Foundation, an Michigan non-profit corporation ("American Charter Schools Foundation") and Leona Arizona Management, LLC, an Arizona limited liability ("Leona Arizona Management").

RECITALS

A. American Charter Schools Foundation will be applying for the issuance of a replication charter (the "Charter") by the Arizona State Board for Charter Schools (the "Authorizer") to operate a non-profit charter school (the "Charter School") pursuant to the Charter in accordance with Sections 15-101 *et seq.* of the Arizona Revised Statutes (the "Code") at San Tan, Arizona under the name of Ridgeview College Preparatory High School.

B. American Charter Schools Foundation and Leona Arizona Management desire to create an enduring educational partnership, whereby American Charter Schools Foundation School and Leona Arizona Management will work together to develop an environment of educational excellence and innovation at the Charter School, based upon Leona Arizona Management's school design and capacity to implement and manage a comprehensive educational program ("Educational Program").

C. American Charter Schools Foundation has approved Leona Arizona Management's Educational Program, and agrees that it is in the best interest of American Charter Schools Foundation and the Charter School to enter into this Agreement with Leona Arizona Management.

THEREFORE, the parties mutually agree as follows:

1. Start-Up Phase and Assistive Services. American Charter Schools Foundation and Leona Arizona Management shall mutually agree upon all reasonable and necessary Start-Up Phase and Assistive Services that may be required or are advisable to enable American Charter Schools Foundation to successfully apply for and obtain the Charter from the Authorizer. The term "Start-Up Phase and Assistive Services" as agreed upon by the parties shall include but not be limited to Leona Arizona Management providing services regarding (collectively the "Start-Up Phase and Assistive Services"):

1.1 The submission and defense, in concert with American Charter Schools Foundation, the charter replication application before the Authorizer.

1.2 Assisting American Charter Schools Foundation in obtaining any needed facilities and working capital financing.

1.3 Coordination and management of American Charter Schools Foundation's identification, acquisition, development and leasing of facilities for the Charter School.

1.4 Evaluation of the qualifications and the submission (if qualified) of an Arizona charter school start up grant on behalf of American Charter Schools Foundation

1.5 Selection, hiring and working capital funding of a School Leader (as defined in Section 15.3 for the Charter School.

1.6 Other developmental pre-operational functions necessary to successfully open the Charter School in School Year (as defined in Section 10.1) 2020-2021.

2. Provision of Start-Up and Assistive Services. During the Start-Up Year (as defined in Section 10), Leona Arizona Management shall provide the Start-Up and Assistive Services in accordance with the mutually agreed upon plan developed by American Charter Schools Foundation and Leona Arizona Management and the requirements and standards established by the Authorizer and integrated into the Charter.

3. Educational Services. For the Term of this Agreement, Leona Arizona Management will provide to the Charter School the following educational services (the "Educational Services"):

3.1 Curriculum. The development and implementation of the curriculum used at the Charter School.

3.2 Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the School Leader(s), its teachers and support staff, all in accordance with this Agreement.

3.3 Instructional Tools. The selection of instructional tools, equipment and supplies, including textbooks, computers, software and multi-media teaching tools.

3.4 Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs.

3.5 Additional Educational Services. Any other services required by the Authorizer or the State of Arizona Department of Education and such other services as are necessary or expedient for the improvement of teaching and learning at the Charter School as agreed to from time to time between Leona Arizona Management and the Charter School ("Supplemental Programs").

4. Administrative Services. For the Term (as defined in Section 10), subject to the Charter and the approval of the Board of Trustees of the Charter School (the "Board"), Leona Arizona Management will provide to the Charter School the following administrative services (the "Administrative Services"):

4.1 Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with Section 15.

4.2 Facility Operation and Maintenance. Coordination with entities with which

Leona Arizona Management contracts on behalf of the Charter School for the provision of operation and maintenance services for the Charter School's facility (the "Facility") to the extent consistent with any and all documents pertaining to the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

4.3 Technology and Professional Development. Coordination with entities with which Leona Arizona Management contracts on behalf of the Charter School for the provision of technology and professional development services for the Charter School, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

4.4 Business Administration. Administration of all business aspects of the Charter School;

4.5 Transportation and Food Services. Coordination with entities with which Leona Arizona Management contracts on behalf of the Charter School for the provision of transportation and food services for the students enrolled at the Charter School, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved providing such services.

4.6 Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld.

4.7 Budgeting, Budgeting Process, Financial and Other Reporting.

4.7.1 Beginning with respect to the 2020-2021 school year, the preparation of a proposed annual budget (the "Charter School Budget") for each school year, subject to the approval of the Board acting in its fiduciary capacity. The projected Charter School Budget will include, but not be limited to the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement.

4.7.2 Leona Arizona Management shall deliver a draft of the Charter School Budget for each school year to the Board not less than forty-five (45) days prior to the date on which the Charter School Budget for any school year must be submitted to Authorizer and or any other State governmental agency. The Board shall deliver any comments or objections to the Charter School Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the President or Executive Director of American Charter Schools Foundation and the Chief Financial Officer of Leona Arizona Management shall reconcile any comments or objections made by the Board during the Budget Review Period. Leona Arizona Management and American Charter Schools Foundation shall agree to a final Charter School Budget for each such year not later than two (2) business days prior to the date on which the Charter School Budget must be submitted to the

Authorizer and/or any other State governmental agency.

4.7.3 Working in cooperation with the Board, the preparation of modifications or amendments to the Charter School Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Charter School Budget. In conjunction with this commitment Leona Arizona Management and American Charter Schools Foundation hereby agree that:

4.7.3.1 On the 40th day of instruction and the 100th day of instruction as required by the Authorizer or such other time as may be reasonably necessary or desirable in Leona Arizona Management's reasonable judgment, Leona Arizona Management shall provide the Board with an enrollment report stating the number of actual students enrolled at the Charter School and Leona Arizona Management's calculation of Average Daily Membership (as defined in the Code) in connection with the Charter School (an "Enrollment Report"). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Charter School Budget and such lower enrollment number shall materially adversely impact the Charter School Budget for such School Year, Leona Arizona Management shall within ten (10) business days following such Enrollment Report (the "Enrollment Shortfall Reconciliation Period') provide a comprehensive plan that proposes immediate cuts in operating expenses to achieve a modified Charter School Budget that complies with the requirements of this Agreement and provides due consideration of the educational needs of the students who attend the Charter School (the "Modified Budget"). Prior to the expiration of the Enrollment Shortfall Reconciliation Period, Leona Arizona Management shall deliver the Modified Budget to the Board for approval.

4.7.3.2 Leona Arizona Management shall propose a student recruitment plan to restore the enrollment level to the projected enrollment reported to the Authorizer and or any other governmental agency prior to the commencement of the next following School Year within thirty (30) days following the date of the Enrollment Report which reflected a reduction in enrollment from the numbers projected in the Charter School Budget.

4.7.4 The preparation of detailed statements of all revenues received, from whatever source, with respect to the Charter School, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Charter School by Leona Arizona Management, whether incurred on-site or off-site.

4.7.5 The preparation of other financial statements as required by and in compliance with the Charter, the Code and other applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the Charter School's financial statements. The cost for preparation of the financial statements and audits will

be the responsibility of the Charter School and will be provided for in the Charter School Budget.

4.7.6 The preparation of such other reports on a periodic basis, relative to the finances and operation of the Charter School, as the same may be requested or required by the Arizona Department of Education, the Board or the Authorizer to ensure compliance with the terms of the Charter.

4.7.7 Assist American Charter Schools Foundation with the preparation and filing of any reports which may be requested or required by the Arizona Department of Education or the Authorizer.

4.7.8 Other information on a periodic basis reasonably necessary to enable the American Charter Schools Foundation to monitor Leona Arizona Management's performance under this and related agreements including the effectiveness and efficiency of its operations at the Charter School.

4.8 Maintenance of Financial and Student Records.

4.8.1 Leona Arizona Management will maintain accurate financial records pertaining to its operation of the Charter School, together with all Charter School financial records prepared by Leona Arizona Management and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the School Year to which such books, accounts and records relate. All financial records retained by Leona Arizona Management pertaining to the Charter School will be available to American Charter Schools Foundation, the Authorizer or the Arizona Department of Education for inspection and copying within two weeks of a written request to the extent practicable.

4.8.2 Leona Arizona Management will maintain accurate student records pertaining to the students enrolled at the Charter School as is required and in the manner provided by the Charter, the Code and applicable laws and regulations and retain such records, together with all additional Charter School student records prepared by or in the possession of Leona Arizona Management, and retain such records permanently on behalf of American Charter Schools Foundation or until this Agreement or its successor (if any) is terminated, at which time such records will be transferred to American Charter Schools Foundation and become the sole responsibility of the Board. Leona Arizona Management and American Charter Schools Foundation will maintain the proper confidentiality of personnel, students and other records as required by law and the Charter.

4.8.3 American Charter Schools Foundation shall be entitled at any time upon reasonable written notice to Leona Arizona Management to audit the books and records of Leona Arizona Management pertaining to its operation of the Charter School pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of American Charter Schools

Foundation.

4.9 Admissions. Implementation of the Charter School's admission policy per Charter and Application.

4.10 Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the Charter School's duties and obligations under the Code and other applicable laws and regulations.

4.11 Academic Progress Reports. Leona Arizona Management will provide to American Charter Schools Foundation on a periodic basis as necessary or appropriate for American Charter Schools Foundation to satisfy its obligations under the Charter, the Code and other applicable laws and regulations, a report detailing (i) the Charter School's students' academic performance, and (ii) Leona Arizona Management's performance of the Educational Services and Administrative Services.

4.12 Rules and Procedures. Leona Arizona Management will recommend rules, regulations and procedures applicable to the Charter School and its students and will enforce such rules, regulations and procedures adopted by American Charter Schools Foundation that are not in direct conflict with this Agreement, the Charter, the Code and other applicable laws and regulations.

4.13 Advances. Leona Arizona Management may, during the Term, elect to make advances of cash to American Charter Schools Foundation for the Charter School (an "Advance") for the purpose of meeting the short term working capital or cash flow needs of the Charter School to the extent consistent with the Charter School Budget. In addition there shall be a deemed Advance in the event of a Fee Deferral pursuant to Section 13.6.2. Each Advance shall bear interest at the then Prime Rate of interest announced by Wells Fargo Bank plus 2% per annum from the date of the Advance until date of repayment by American Charter Schools Foundation from the subsequent free cash flows of the Charter School or American Charter Schools Foundation other resources.

4.14 Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the Charter School as agreed to, in writing, from time to time by Leona Arizona Management and the Board.

5. Provision of Educational Services and Administrative Services. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at the Charter School (the "Educational Program") as proposed by the Leona Arizona Management and adopted by the Board, all in compliance with the Charter and the Code. The Administrative Services will be provided in a manner consistent with the Educational Program, the Code and the Charter.

6. Modification of Educational Services and Administrative Services. Subject to this Agreement, the Charter, Authorizer oversight, the Code and other applicable laws and regulations, Leona Arizona Management may modify (i) the Educational Services, provided that any material modification of the Educational Services will be subject to the prior approval of the Board, and if required by the Charter, by the Authorizer and (ii) the methods, means and manner by which such Administrative Services are provided at any time, provided that American Charter Schools Foundation will have the right to approve all material changes.

7. Budgeting for Educational Services and Administrative Services. Leona Arizona Management will be responsible and accountable to the Board for the provision of all Educational Services and Administrative Services, provided, that such obligations, duties and responsibilities are expressly limited by the Charter School Budget established pursuant to Section 4, and Leona Arizona Management will not be required to expend funds on such services in excess of the amounts set forth in such Charter School Budget, except for Leona Arizona Management's commitment to provide a Fee Deferral as provided in Section 13.6.2.

8. Place of Performance; Provision of Offices. American Charter Schools Foundation will provide Leona Arizona Management with necessary and reasonable classroom and office space at the Facility to perform all Educational and Administrative services described in this Agreement. Leona Arizona Management will provide instructional, extra-curricular and co-curricular services at the Facility. Leona Arizona Management may provide other services elsewhere, unless prohibited by the Charter, the Code and other applicable laws and regulations.

9. Authority. By this Agreement, American Charter Schools Foundation provides Leona Arizona Management such authority and power as is reasonably necessary or proper for Leona Arizona Management to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code and other applicable laws and regulations.

10. Term.

10.1 Term. Subject to extension pursuant to Section 10.2, this Agreement will be effective on the date hereof and shall remain in effect through the last day of the fifth (5th) School Year thereafter (the "Term"). For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the application for the Charter submitted to and approved by the Authorizer. The parties acknowledge that it is anticipated that School Year 2019-20 will be the start-up and developmental year for the Charter School ("Start-Up Year") and that School Year 2020-21 is planned to be the first year of operations of the Charter School ("Initial Operational School Year").

10.2 Extension of Term. The Term of this Agreement shall automatically extended for an additional five (5) School Years ("Automatic Extension(s)"), unless (i) written notice of intent to terminate or renegotiate is given by either party not less than 180 days prior to the expiration of the Term, as the same may have been extended by one or more Automatic Extensions or (ii) this Agreement is terminated pursuant to Section 16.

11. Further Assurance. American Charter Schools Foundation and Leona Arizona Management shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement. Leona Arizona Management shall have no obligation to agree to any changes which (a) materially increase Leona Arizona Management's obligations or materially reduce its rights under this Agreement, (b) materially alter any terms of the Agreement, including without limitation the economic terms, (c) would jeopardize Leona Arizona Management's receipt of the Management Fee, (d) would prevent Leona Arizona Management from meeting American Charter Schools Foundation and Leona Arizona Management's educational goals.

12. Relationship of the Parties.

12.1 Status of the Parties. The relationship between American Charter Schools Foundation and Leona Arizona Management is based on the terms of this Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as a partner, joint venturer, agent or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

12.2 No Related Parties or Common Control. Leona Arizona Management will not have any role or relationship with American Charter Schools Foundation that, in effect, substantially limits American Charter Schools Foundation's ability to exercise its rights, including termination rights, under this Agreement. American Charter Schools Foundation and Leona Arizona Management will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

12.3 Other Schools. The parties acknowledge that this arrangement is not exclusive and that Leona Arizona Management will have the right to render similar services to other persons or entities including other public or private schools or institutions, including other schools owned and operated by American Charter Schools Foundation ("Other Schools"). Leona Arizona Management will maintain separate accounts for reimbursable expenses incurred on behalf of the Charter School and Other Schools and only charge the Charter School for expenses incurred or consideration earned on behalf of the Charter School. All grants or donations received by the Charter School or by Leona Arizona Management for the specific benefit of the Charter School will be maintained in separate accounts and used solely for the Charter School. If Leona Arizona Management incurs authorized reimbursable expenses on behalf of the Charter School and Other Schools which are incapable of precise allocation between the Charter School and Other Schools, then Leona Arizona Management will allocate such expenses among all such Other Schools and the Charter School on a pro rata basis based upon the number of students enrolled at the Charter School and the Other Schools, or upon such other equitable basis as is mutually agreeable by the parties.

13. Consideration for Services.

13.1 Start-Up Year. During the Start-Up Year, American Charter Schools Foundation will not be required to pay Leona Arizona Management any fees for the Start-Up Phase and Assistive Services, other than to reimburse Leona Arizona Management for all commercially reasonable costs incurred and paid by Leona Arizona Management in providing the Start-Up Phase and Assistive Services.

13.2 Management Fee for the Initial School Year. During the Initial School Year, American Charter Schools Foundation will not be required to pay Leona Arizona Management any fees for the Educational Services and Administrative Services, other than to reimburse Leona Arizona Management for all commercially reasonable costs incurred and paid by Leona Arizona Management in providing the Educational Services and Administrative Services.

1.1 Management Fee. For the Term of this Agreement after the Start-Up Year and the Initial School Year (including the Term as extended pursuant to Section 10.2), American Charter Schools Foundation will pay to Leona Arizona Management an annual fee for each School Year payable in monthly installments. The annual fee schedule is as follows:

Start-Up Year	2019-2020	0% of revenue
Initial Year	2020-2021	0% of revenue
Year 2	2021-2022	6% of revenue
Year 3	2022-2023	8% of revenue
Year 4	2023-2024	10% of revenue

13.3 Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. Leona Arizona Management's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Charter School.

13.4 Payment of Costs. In addition to the Management Fee, American Charter Schools Foundation will reimburse Leona Arizona Management for all commercially reasonable costs incurred and paid by Leona Arizona Management in providing the Educational Services and Administrative Services to American Charter Schools Foundation for the Charter School.

13.5 Payments to Leona Arizona Management.

13.5.1 Leona Arizona Management will receive the monthly installment of its Management Fee, that are due after the Start-Up Year and the Initial School Year, in

advance on or about the fifteenth (15th) day of each month (but in no event later than the date that American Charter Schools Foundation receives payments from the State) beginning the month of July 2021.

13.5.2 Notwithstanding anything contained herein to the contrary, Leona Arizona Management agrees that, in fulfilling its obligation to provide the Education Services and Administrative Services under this Agreement, Leona Arizona Management will treat all monthly operational expenses of the Charter School, including but not limited to employee compensation, as a priority over the monthly installments of the Management Fee. In the event that the cash flows of the Charter School are insufficient to fully satisfy all of the monthly obligations of American Charter Schools Foundation to Leona Arizona Management under this Agreement, then any amount not timely paid (a "Fee Deferral") shall be deemed to be an Advance from Leona Arizona Management to American Charter Schools Foundation pursuant to Section 4.13.

14. Other Revenue Sources. American Charter Schools Foundation and Leona Arizona Management may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission and the Charter of the Charter School, in the name of either Leona Arizona Management, American Charter Schools Foundation or the Charter School; provided, however, that (i) any solicitation of such grants by Leona Arizona Management in the name of American Charter Schools Foundation and/or the Charter School that are in excess of One Hundred Thousand Dollars ($100,000) shall be subject to the prior approval of the Board, (ii) all such funds received by Leona Arizona Management or American Charter Schools Foundation for the benefit of the Charter School from such other revenue sources shall be deemed to be Charter School funds, (iii) Leona Arizona Management shall not be required to administer any grants that are not specifically approved, in writing, by Leona Arizona Management, in advance, (iv) only to the extent specifically provided in a grant, Leona Arizona Management shall be entitled to receive, in addition to all any other amounts which are payable to Leona Arizona Management under this Agreement, a grant administration fee, and (v) both American Charter Schools Foundation and Leona Arizona Management shall be required to mutually approve, in writing, any grants proposed by a third party grant writer. Nothing in this Section 14 will be construed to prohibit Leona Arizona Management from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes, except that Leona Arizona Management shall not use American Charter Schools Foundation's and/or the Charter School's name in such solicitation without the consent of American Charter Schools Foundation.

15. Personnel and Training.

15.1 Personnel Responsibility. Subject to the limitations of this Agreement, the Charter, the Code and other applicable laws and regulations, Leona Arizona Management will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement.

15.2 Employment Status. Except as specified in this Agreement or as required by the Code or the Charter, the School Leader, teachers and support staff selected by Leona Arizona Management for the Charter School pursuant to this Agreement will not be employees of American Charter Schools Foundation or employees of any employee leasing company with which American Charter Schools Foundation has entered into employee leasing agreement ("Employee Leasing Company"). Leona Arizona Management will be responsible for conducting or causing to be conducted by the Employee Leasing Company all reference, employment checks, criminal background checks and unprofessional conduct checks on all employees and other personnel working or providing services at the Charter School to the extent required under the Code and other applicable laws and regulations. Upon request, Leona Arizona Management will provide or cause to be provided to American Charter Schools Foundation documentary evidence of such background checks.

15.3 School Leader. American Charter Schools Foundation and Leona Arizona Management acknowledge and agree that the accountability of Leona Arizona Management to American Charter Schools Foundation and the Charter School is an essential foundation of this Agreement, and because the responsibility of the administrator of the Charter School (the "School Leader") is critical to the success of the Charter School, Leona Arizona Management will have the authority, consistent with the Code and other applicable laws and regulations, to select and supervise the School Leader and hold the School Leader accountable for the success of the Charter School. The employment contract with the School Leader, and the duties and compensation of the School Leader shall be determined by Leona Arizona Management. The School Leader and Leona Arizona Management, in turn, will have similar authority to select and hold accountable the teachers in the Charter School.

15.4 Teachers. Leona Arizona Management will provide the Charter School with such teachers as are required to provide the Educational Services and Administrative Services. Leona Arizona Management and the School Leader will determine the number and assignments of such teachers. Such teachers may work at the Charter School on a full or part time basis. Each teacher assigned to the Charter School will be qualified in his or her grade levels and subjects, hold a valid teaching certificate issued by the Arizona Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations. Upon written request, Leona Arizona Management will provide American Charter Schools Foundation with documentary evidence of Leona Arizona Management's compliance with this Section 15.4.

15.5 Support Staff. Leona Arizona Management will provide the Charter School with such support staff as is required to provide the Educational Services, Administrative Services and

any associated Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff and administrative assistants to the School Leader, bookkeepers and maintenance personnel. Such support staff may work at the Charter School on a full or part time basis.

15.6 Training. Leona Arizona Management will provide training (i) in the instructional methods and curriculum, which comprise the Educational Program, and (ii) with regard to support technology to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Charter and consistent with Leona Arizona Management's past practices. Non-instructional personnel will receive such training as Leona Arizona Management determines to be reasonable and necessary under the circumstances.

16. Termination of Agreement.

16.1 By Leona Arizona Management. Leona Arizona Management may terminate this Agreement prior to the end of the Term specified in Section 10 in the event that American Charter Schools Foundation and/or the Charter School fails to remedy a material breach of this Agreement within 60 days after written notice from Leona Arizona Management. A material breach includes, but is not limited to (i) American Charter Schools Foundation's failure to pay any fee or reimbursement as required by the terms of this Agreement, (ii) adoption by American Charter Schools Foundation of an Educational Program for the Charter School in substantial variance from the material recommendations of Leona Arizona Management, (iii) American Charter Schools Foundation's failure to approve a Charter School Budget, which is (a) fully compliant with the requirements of this Agreement and (b) substantially consistent with the recommendation of Leona Arizona Management, or (iv) an act or omission that causes Leona Arizona Management to be unable to perform its material obligations under this Agreement. Termination by Leona Arizona Management will not relieve American Charter Schools Foundation of any obligations for payments outstanding to Leona Arizona Management as of the date of termination or liability for financial damages suffered by Leona Arizona Management as a consequence of American Charter Schools Foundation's breach (or of Leona Arizona Management's termination as a result thereof) of this Agreement.

16.2 By American Charter Schools Foundation. American Charter Schools Foundation may terminate this Agreement prior to the end of the Term specified in Section 10 in the event that Leona Arizona Management fails to remedy a material breach of this Agreement within 60 days after written notice from American Charter Schools Foundation. A material breach by Leona Arizona Management includes, but is not limited to: (i) a material failure to reasonably account for its expenditures related to Charter School funds or for other expenses incurred with respect to the Charter School at Leona Arizona Management's direction, (ii) Leona Arizona Management's failure to substantially follow the material policies, procedures, rules, regulations or curriculum required by the Charter, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Charter such that the Charter will be terminated, (iv) the employment of teachers in violation of the Code or this Agreement, (v) any act or omission of gross negligence that causes the Charter School to materially breach the Charter or any of the Charter School's other material contractual

obligations in anyway, or (vi) filing of bankruptcy by Leona Arizona Management. Termination by the Charter School will not relieve American Charter Schools Foundation of any obligations for payments outstanding to Leona Arizona Management as of the date of the termination, nor will it relieve Leona Arizona Management for liability for financial damages suffered by the American Charter Schools Foundation as a consequence of Leona Arizona Management's breach (or of American Charter Schools Foundation's termination as a result thereof) of this Agreement

16.3 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party arbitrator for alternative dispute resolution pursuant to Section 21. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a school year, whichever is earlier.

16.4 Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, any real or personal property leased by Leona Arizona Management to American Charter Schools Foundation or the Charter School will remain the real and personal property and leases of Leona Arizona Management, and all personal property purchased by Leona Arizona Management with the funds provided to Leona Arizona Management by American Charter Schools Foundation will be the personal property of American Charter Schools Foundation.

16.5 Advances/Out-of-Pocket Expenses. Upon termination or expiration of this Agreement for any reason, American Charter Schools Foundation shall (i) reimburse Leona Arizona Management for all expenses owed pursuant to Section 13.5, (ii) repay all advances or loans from Leona Arizona Management, whether or not then due, and (iii) post a letter of credit or bond in favor of Leona Arizona Management guaranteeing (A) any future payments due under any equipment or facilities lease from, or guaranteed, cosigned, or collateralized by Leona Arizona Management or an affiliate thereof and (B) American Charter Schools Foundation's performance of any other obligations guaranteed, cosigned, or collateralized in whole or part by Leona Arizona Management or an affiliate thereof.

16.6 Termination of Licenses. Upon termination or expiration of this Agreement by either party for any reason, any licenses to use (express or implied) the Leona Arizona Management's curriculum and Education Program shall automatically terminate, and American Charter Schools Foundation shall immediately cease any use of thereof.

16.7 Return of Materials. Within five business days of any termination or expiration of the Management Agreement by either party for any reason, American Charter Schools Foundation shall (i) assemble in a safe place (a) all materials relating to Leona Arizona Management's curriculum and Education Program of any kind or character, whether in hard copy or electronic format or otherwise, and any copies thereof and (b) all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President or the Executive Director of American Charter Schools Foundation shall certify in writing to Leona

Arizona Management that American Charter Schools Foundation and the Charter School has ceased to use the Leona Arizona Management's curriculum and Education Program materials and all such administrative manuals and materials. At Leona Arizona Management's direction, American Charter Schools Foundation will promptly send at its expense all such materials to Leona Arizona Management or permit representatives of Leona Arizona Management to pick up all such materials at the School.

16.8 Acknowledgement of Damages. In the case of a wrongful termination of by American Charter Schools Foundation of this Agreement, Leona Arizona Management will suffer substantial damages since the Management Fees cover Leona Arizona Management's corporate overhead and profit element, and the wrongful termination may not result in a substantial reduction in Leona Arizona Management's overhead.

17. Proprietary Information and Ownership. Notwithstanding anything contained herein to the contrary, third party curriculum or other educational materials purchased by Leona Arizona Management with funds Leona Arizona Management receives pursuant to this Agreement will be the property of American Charter Schools Foundation. Notwithstanding the foregoing, American Charter Schools Foundation acknowledges that Leona Arizona Management owns the intellectual property rights and interests in Leona Arizona Management's curriculum and Education Program being licensed and/or utilized at the Charter School during the Term of this Agreement. American Charter Schools Foundation acknowledges and agrees that it has no intellectual or property interest or claims in Leona Arizona Management's curriculum and Education Program and has no right to use Leona Arizona Management's curriculum and Education Program unless expressly agreed to in writing by Leona Arizona Management.

18. Indemnification.

18.1 Indemnification of Leona Arizona Management. American Charter Schools Foundation will indemnify, defend and save and hold Leona Arizona Management and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by American Charter Schools Foundation with any agreements, covenants, warranties or undertakings of American Charter Schools Foundation contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of American Charter Schools Foundation contained in or made pursuant to this Agreement. In addition, American Charter Schools Foundation will reimburse Leona Arizona Management for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 18.1 may be met by the purchase of insurance pursuant to Section 19.

18.2 Indemnification of American Charter Schools Foundation. Leona Arizona Management will indemnify, defend and save and hold American Charter Schools Foundation and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by Leona Arizona Management

with any agreements, covenants, warranties or undertakings of Leona Arizona Management contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of the Leona Arizona Management contained in or made pursuant to this Agreement. In addition, Leona Arizona Management will reimburse American Charter Schools Foundation for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 18.2 may be met by the purchase of insurance pursuant to Section 19.

19. Insurance.

19.1 Insurance Coverage. American Charter Schools Foundation will maintain general liability insurance and umbrella insurance coverage in the amounts required (i) by the Charter or (ii) by sound business practices. Such policies shall name Leona Arizona Management and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. American Charter Schools Foundation will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.

19.2 Property and Casualty Insurance. Each party will maintain property and casualty insurance covering all real and personal property owned by that party and which are used or useful in the operations of the Charter School.

19.3 Workers' Compensation Insurance. Each party will maintain workers' compensation insurance as required by law, covering their respective employees, including the maintenance of such insurance with respect to the School Leader, teachers and support staff of the Charter School, the cost of which shall be provided for in the Charter School Budget.

19.4 Coordination and Cooperation. To the extent requested by American Charter Schools Foundation, Leona Arizona Management shall undertake to coordinate the acquisition and maintenance of the insurance requirements of American Charter Schools Foundation under this Agreement and the parties will cooperate with each other to assure the complete, efficient and economical provision of the required insurance coverage. In addition, each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section 19. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

20. Warranties and Representations.

20.1 Representations and Warranties of Leona Arizona Management. Leona Arizona Management hereby represents and warrants to American Charter Schools Foundation:

20.1.1 Leona Arizona Management is a duly organized limited liability company in good standing and is authorized to conduct business in the State of Arizona.

20.1.2 To the best of its knowledge, Leona Arizona Management has the authority under the Code and other applicable laws and regulations to execute, deliver,

perform this Agreement, and to incur the obligations provided for under this Agreement.

20.1.3 Leona Arizona Management's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

20.2 Representations and Warranties of American Charter Schools Foundation. American Charter Schools Foundation hereby represents and warrants to Leona Arizona Management:

20.2.1 American Charter Schools Foundation is a duly organized non-profit corporation in good standing and is authorized to conduct business in the State of Michigan and is authorized to do business in the State of Arizona.

20.2.2 American Charter Schools Foundation has applied for and received recognition as a tax exempt entity under Section 501(c)(3) of the 1986 Code.

20.2.3 The Charter (i) authorizes American Charter Schools Foundation to operate the Charter School and receive revenues under the Code from the State and from federal, State and other resources; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests American Charter Schools Foundation with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

20.2.4 American Charter Schools Foundation has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

20.2.5 American Charter Schools Foundation's actions and those of the Board have been duly and validly authorized.

20.2.6 To the best of its knowledge, American Charter Schools Foundation is not in breach of the terms of the Charter and will use its best efforts to insure that it will not breach the Charter in the future.

20.2.7 To the best of its knowledge, the Charter School is not in breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to the Charter School's required performance under this Agreement.

20.2.8 The Educational Program has been reviewed and approved by resolution by the Board.

20.2.9 American Charter Schools Foundation and the Board will use its best

efforts to insure that the Educational Program complies with and will continue to comply with the Charter, the Code and other applicable laws and regulations.

20.2.10 American Charter Schools Foundation has no intellectual or property rights or claims in Leona Arizona Management's curriculum and Education Program and will make no such claims in the future.

20.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

21. Alternative Dispute Resolution Procedures.

21.1 Dispute Resolution. All claims, disputes, and other matters in controversy ("Disputes") between the parties hereto arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement shall be resolved exclusively according to the procedures set forth in this Section 21.

21.2 Mediation. No party shall commence an arbitration proceeding pursuant to the provisions of Section 21.3 unless such party shall first give a written notice (a "Dispute Notice") to the other party hereto setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") in effect on the date of the Dispute Notice. If the parties cannot agree on the selection of a mediator within 20 days after delivery of the Dispute Notice, the mediator will be selected by the AAA. If the Dispute has not been resolved by mediation within 60 days after deliver of the Dispute Notice then the Dispute shall be determined by arbitration in accordance with the provisions of Section 21.3.

21.3 Arbitration. Any Dispute that is not settled through mediation as provided in Section 21.2, shall be resolved by final and binding arbitration in Phoenix, Arizona, governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq, and administered by the AAA under its Commercial Arbitration Rules in effect on the date of the Dispute Notice, except that persons eligible to be selected as arbitrators shall be limited to lawyers with excellent academic and professional credentials (i) who are or have been a partner in a highly respected law firm or a law professor for at least 10 years specializing in either general commercial litigation or general corporate and commercial matters with experience in the field of joint ventures and limited liability company agreements and (ii) who have both training and experience as arbitrators. All such Disputes shall be conducted by a single arbitrator, unless the Dispute involves more than $250,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. Each party shall be entitled to strike on a peremptory basis, for any reason or no reason, any or all of the names of potential arbitrators for the list submitted to the parties by the AAA as being qualified in accordance with the criteria set forth herein. In the event the parties cannot agree on a mutually acceptable single arbitrator from the one or more lists by the AAA, the AAA shall designate three persons who, in its opinion, meet the criteria set forth herein,

which designees may not include persons named on any list previously submitted by the AAA. Each party shall be entitled to strike one of such three designees on a peremptory basis, and shall indicate its order of preference with respect to the remaining designees, and the selection of the arbitrator(s) shall be made from such designee(s) which have not been so stricken by any party in accordance with their indicated order of mutual preference. The arbitrator(s) shall base their award on applicable law and judicial precedent and, unless the parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

21.4 Costs and Attorneys' Fees. If a party hereto fails to proceed with mediation or arbitration as provided herein or unsuccessfully seeks to stay such mediation or arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

21.5 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 21 are pending. The parties will take such action, if any, required to effectuate such tolling.

22. Miscellaneous.

22.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between American Charter Schools Foundation and Leona Arizona Management regarding the Charter School.

22.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike or other acts beyond its reasonable control.

22.3 Governing Law. The laws of the State of Arizona will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

22.4 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties regarding the Charter School.

22.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

22.6 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below

(and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To American Charter Schools Foundation:	To Leona Arizona Management
American Charter Schools Foundation 7500 N. Dreamy Draw Dr, Suite 220 Phoenix, Arizona 85020 Attention: Theodore Frederick Tel: 602-909-8091 Fax: 602-277-4900	Leona Arizona Management, L.L.C. 7500 N. Dreamy Draw Dr, Suite 220 Phoenix, Arizona 85014 Attention: William Coats Tel: 602-953-2933 Fax: 602-953-0831

22.7 Assignment. This Agreement will not be assigned by Leona Arizona Management without the prior consent in writing of American Charter Schools Foundation or by American Charter Schools Foundation without the prior consent in writing of Leona Arizona Management, provided that Leona Arizona Management may assign this Agreement to an affiliated entity or an entity that is a successor to all or a substantial portion of Leona Arizona Management's business and may delegate the performance of, but not responsibility for, any duties and obligations of Leona Arizona Management hereunder to any independent contractors, experts or professional advisors, subject to American Charter Schools Foundation approval, which approval can not be unreasonably withheld.

22.8 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by authorized officers of both American Charter Schools Foundation and of Leona Arizona Management.

22.9 Waiver. No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been co-maintained in this Agreement. To the extent that any of the services to be provided by Leona Arizona Management are found to be an invalid delegation of authority by American Charter Schools Foundation, such services will be construed to be limited to the extent necessary to make the services valid and binding.

22.11 Successors and Assigns. Except as limited by Section 22.7, this Agreement will

be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

22.12 No Third Party Rights. This Agreement is made for the sole benefit of American Charter Schools Foundation and Leona Arizona Management, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

22.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

22.14 Binding Effect; Counterparts. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

American Charter Schools Foundation

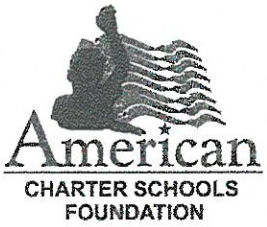
By: _____
Theodore Frederick
Its President

Leona Arizona Management, L.L.C.

By: _____
William Coats
Its Chief Executive Officer

BYLAWS

AMERICAN CHARTER SCHOOLS FOUNDATION



As Amended
September 14, 2011

AMENDED AND RESTATED
BYLAWS
OF
AMERICAN CHARTER SCHOOLS FOUNDATION

ARTICLE I-NAME

The name of the corporation shall be **AMERICAN CHARTER SCHOOLS FOUNDATION.** The corporation shall have the right to register, copyright, or trademark the name in the State of Michigan.

ARTICLE II-OFFICES

The principal office of the Corporation shall be located in the City of Phoenix, Maricopa County, Arizona. The Corporation may also maintain offices at such other places within or outside the United States as the Corporate Board may, from time to time, determine.

ARTICLE III-NOT FOR PROFIT CORPORATION

The corporation is established as a not-for-profit corporation exclusively for charitable, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue code or the corresponding section of any future federal tax code and also including the ownership and operation of charter schools, either individually or by use of a subsidiary, within or outside of the State of Michigan. The Corporation shall not directly or indirectly perform any act or transact any business that will jeopardize its status as a public school in the State of Arizona or any other state in which Corporation is qualified to conduct business and/or operates a public school or to jeopardize any tax-exempt status of the Corporation under the not-for-profit corporation laws of the State of Michigan and any Internal Revenue laws, including the tax-exempt status of a corporation under Section 501(c)(3) of the Internal Revenue Code and its regulations as any of those laws and regulations may exist or may hereafter be amended. No part of the assets or net earnings of the Corporation, current or accumulated, shall inure to the benefit of any private individual except for any and all contracts that may be entered into with any individuals as provided and afforded by these Bylaws and appropriate resolutions of the Corporate Board.

ARTICLE IV-EDUCATIONAL PURPOSES

The Corporation was initially organized in 1998 exclusively for educational, charitable, literacy and scientific research. The Corporation will also own and operate, in its own name or through subsidiaries, charter schools in the United States pursuant to the laws of such states. The Corporation shall provide a learning environment that will

present academic, social, and personal skills children need to become life-long learners and productive members of society, and provide additional academic choices for parents. In this connection, the Corporation may organize to hold ownership of charter contracts and education facilities related thereto, or be a member of limited liability companies organized under the laws of the State of Michigan in which limited liability companies the Corporation shall be the sole member and shall have complete control over the operation of each such limited liability company.

ARTICLE V-CORPORATE BOARD

Section 5.1 – Name, Numbers, Election and Term of Office:

(a) The Corporate Board of the Corporation shall be known and described as the Corporate Board of the Corporation. Each director who serves on the Corporate Board shall be known and described as a Director.

(b) The number of Directors of the Corporation shall be no less than five (5) and not more than seven (7), provided that such number may be changed by an amendment to these Bylaws, duly adopted by the Corporate Board, subject to any restriction of laws as to the minimum number of Directors. The Directors shall be composed of members who are selected by the Directors of the Corporate Board who are members of the academic and business community who shall facilitate the objectives of the Corporation.

(c) The Directors shall hold office for a period of two (2) years, and until his or her successor is elected and qualified, or until his or her prior death, resignation or removal.

Section 5.2 – Qualifications:

(a) Each member of the Corporate Board must be over the age of eighteen;

(b) Each member must be able to pass a background check as requested by the Department of Education and any appropriate sponsoring board of the Corporation, which will include a valid fingerprint clearance card issued pursuant to Arizona Revised Statutes ("A.R.S.") § 41-1788, et seq., or such other laws of any state in which the Corporation is qualified to conduct business, showing that there exists no criminal record which could adversely affect the Corporation or its operation as a public school.

(c) Each member of the Corporate Board must establish that each such Director possesses significant experience and qualifications to further the Corporate Board's commitment to the educational purposes of the Corporation as set forth herein including, without limitation, educational, managerial and fund-raising skills.

Section 5.3 – Powers and Duties:

The Corporate Board shall be responsible for the authorization, oversight and, when required, ratification of the acts of the Administration/School Directors and the performance of any and all other acts required to be performed by the Corporate Board by state or federal statute and the Charter Contract entered into by its sponsoring board pursuant to A.R.S. §15-181 et seq. or such other laws of any state in which the Corporation is qualified to conduct business,

Section 5.4 - Expressed Limitations on Power to Act:

The Corporate Board shall preserve the non profit status of the Corporation by the observance of prudent fiscal and monetary controls as set forth herein. The Corporation, by and through the Corporate Board, shall not:

(a) Lend any part of its income or corpus without the receipt of adequate security and a reasonable rate of interest;
(b) Pay any compensation in excess of a reasonable allowance for salaries or other compensation for personal services that are actually rendered;
(c) Make any part of its services available on a preferential basis;
(d) Make any substantial purchase of any property for more than adequate consideration in money or for other consideration for a value that can be established in terms of money's worth; and
(e) Sell any substantial part of its property for less than an adequate consideration in money or for other consideration or value that can be established in terms of money's worth.

Section 5.5 – Manner of Acting – Corporate Board:

(a) Except as otherwise provided in these Bylaws, at all meetings of the Corporate Board, each member of the Board present in person, telephonically or via the internet shall have one vote.
(b) Except as otherwise provided by statute, the Articles of Incorporation, or these Bylaws, the action of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Corporate Board. Any act authorized, in writing, by all of the Directors entitled to vote thereon and filed with the minutes of the Corporation shall be the act of the Corporate Board with the same force and effect as if the same had been passed by a unanimous vote at a duly called meeting of the Corporate Board.

Section 5.6 – Director Deadlock –Corporate Board:

In the event of a deadlock, the Directors shall appoint a mutually agreed upon neutral third party to aid the Directors in facilitating the decision-making process.

In the event deadlock persists, the Directors shall refer to the Michigan Alternative Dispute Resolution Association and request the appointment of a mediator who shall facilitate discussions and encourage pursuing solutions. If mediation fails and deadlock persists, the Directors shall agree upon a neutral third-party arbitrator who shall have the authority to issue binding decisions on issues at deadlock.

Section 5.7 – Vacancies – Corporate Board:

Any vacancy in the Corporate Board occurring by reason of an increase in the number of Directors shall be filled by a majority vote of the votes cast at a regular or special meeting by the Directors, present in person, telephonically, or via the internet, that are entitled to vote in the election. Vacancies occurring by reason of the death, resignation, disqualification, removal, an inability to act, or otherwise of any Director shall be filled by a majority vote of the votes cast at a regular or special meeting by the Directors, present in person, telephonically, or via the internet that are entitled to vote in the election as a means to fill the unexpired portion of the term of any such vacancy. In an election where the number of Directors qualified to vote is less than two (2) in number, the unexpired portion of any term shall be filled by a vote of a majority of the remaining Directors, though less than any specified quorum, at any regular or special meeting of the Corporate Board called for that purpose.

Section 5.8 – Resignation – Corporate Board:

Any Director may resign at any time by giving written notice to the Corporate Board, the Chairman of the Corporate Board or the Secretary of the Corporate Board. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt of such notice by the Corporate Board or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

A Director shall be deemed to have resigned if that Director misses three consecutive properly-noticed meetings without advising at least one of the other Directors, either before the meeting or no later than 24 hours after the meeting, as to the reason for the Director's absence, or if the Director moves out-of-state without formally resigning. A Director who is deemed to have resigned shall be replaced as provided in these Bylaws.

Section 5.9 – Removal – Corporate Board:

Any Director may be removed with or without cause at any time by a two-thirds (2/3) vote of the Directors at a special meeting convened for that purpose. In the event any Director shall be removed in accordance with this Section 5.9, any and all debts owing to such Director resulting from loans made to the Corporation or expenses of the Corporation which shall have been paid by such Director shall become immediately due and payable by the Corporation. Notwithstanding the

foregoing, the remaining Directors then serving on the Corporate Board may elect to provide an unsecured promissory note evidencing the amounts due and payable to such Director who shall have been removed in accordance with this Section 5.9

Section 5.10 – Salary – Corporate Board:

No salary shall be paid to Directors of the Corporation for their services, but by resolution of the Corporate Board, a fixed reasonable sum for expenses of attendance, if any, may be allowed for attendance at such regular or special meeting of the Board; provided, however, nothing herein contained shall be construed or interpreted to prevent any person serving as a Director of the Corporation from also serving as an officer or employee of the Corporation and receiving a salary or other compensation for that position.

Section 5.11 – Contracts – Corporate Board:

(a) No contract or other transaction between the Corporation and any other corporation shall be impaired, affected, and/or invalidated nor shall any Director be liable in any way by reason of the fact that any one or more of the Directors of the Corporation may be interested in any such other corporation or may serve as a director or officer of any such other corporation or corporations or other relevant material facts that are disclosed in writing to the Corporate Board including, without limitation, the nature of such Director's involvement with such other corporation or corporations including, without limitation, such Director's ability to influence the action of such other corporation or corporations, and any tangible or intangible benefit or profit that may accrue to such Director as a result of any contract or transaction between the Corporation and any other corporation or corporations. In addition, the contract or transaction must be fair and reasonable to the Corporation when it is authorized, approved and ratified in accordance with the following paragraph.

(b) Any Director, personally and individually, may be a party to or may be interested in any contract or transaction of this Corporation, and no Director shall be liable in any way by reason of such interest, provided that the fact of an interest be disclosed or made known to the Corporate Board in writing, provided that the Corporate Board shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such Director) of a majority of a quorum, and notwithstanding the presence of any such Director at the meeting at which such action is taken. Such director or Directors may be counted in determining the presence of a quorum at the meeting, but may not participate in the discussion nor vote on the contract or transaction at issue. This Section shall not be construed to impair or invalidate or any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto. In addition to the conflict of interest provisions set forth in this section, when the Corporate Board is meeting with regard to a charter school authorized by Article IV above, the Directors are also subject to the

provisions of A.R.S. § 38-501 et seq. or such other laws of any state in which the Corporation is qualified to conduct business.

Section 5.12 – Committees – Corporate Board:

The Corporate Board, by resolution adopted by a majority of the entire Board present at a duly-authorized meeting, may from time to time designate from among its members an executive committee, and may also designate from among its members and non-members such other committees as the Corporate Board may deem desirable, each consisting of three (3) or more Board members, with such powers and authority (to the extent permitted by law) as may be provided in such a resolution. Each such committee shall serve at the pleasure of the Board and, if required, shall comply with applicable Arizona Open Meeting Laws, A.R.S. § 38-431 et seq. or such other laws of any state in which the Corporation is qualified to conduct business.

ARTICLE VI – MEETINGS OF THE CORPORATE BOARD

Section 6.1 – Annual Meetings:

The annual meeting of the Corporate Board of the Corporation shall be held at a time designated by the Directors, for the purpose of electing the Directors, voting on a budget and transacting such other business as may properly come before the meeting.

Section 6.2 – Special Meetings:

Special meetings of the Directors may be called at any time by the Corporate Board, by the Chairman of the Board, or the Secretary at the written request of two (2) members of the Corporate Board, or as otherwise required under the provisions of appropriate laws.

Section 6.3 – Place of Meetings:

All meetings of the Corporate Board shall be held at the principal office of the Corporation, or at such other places as shall be designated in the notice or waiver of notice of such a meeting or meetings.

Section 6.4 – Notice of Meetings:

Notice of all meetings, including annual, monthly and special meetings shall specifically set forth an agenda for such meeting.

(a) Except as otherwise provided by statute, written notice of each meeting of the Corporate Board, whether annual or special, shall state the time and location of such meeting, shall be served either personally, by mail, by e-mail or facsimile

the receipt of which shall occur not less than twenty four (24) hours prior to such meeting. Notice of a special meeting shall also state the purpose or purposes for which such meeting is called and shall indicate that it is being issued by or at the direction of the Director or officers calling such meeting. If mailed, e-mailed or faxed, such notice shall be directed to each Director at his address as it appears on the records of the Corporate Board of the Corporation, unless the Director shall have previously filed with the Secretary of the Corporation a written request that any notices sent by the Corporate Board that are intended for any such Director also be mailed to some other address in which case any such notice shall be mailed to the address designated in such request. When the Corporate Board is meeting with regard to a charter school authorized by Article IV, above, the Board is also subject to the provisions of Michigan's Open Meeting Law, including the notice provisions set forth therein.

(b) Notices sent by mail shall be deemed to have been received upon the date that is two days following the date that the letter is mailed. Notices that are sent by e-mail or by facsimile shall be deemed to be received on the date that the notice was e-mailed or the date that the facsimile issues.

(c) A Director who attends any meeting of the Corporate Board shall be deemed to have waived any lack of notice of that meeting, unless the Director registers protest at the beginning of the meeting. Notice of any adjourned meeting shall not be required.

(d) Meetings may be conducted telephonically or via the internet, so long as all required parties are informed of any other participants' non-physical attendance, and provision is made for the attendance of the public in accordance with Michigan's Open Meeting Law.

Section 6.5 – Chairperson of the Meetings:

At all meetings of the Corporate Board, there shall be a Chairperson. The Corporate Board may elect one of the Directors to serve as Chairperson of all meetings which shall be held during the term of two years. A Vice Chairperson may also be elected by the Directors for a term of two years. In the event the Corporate Board shall not elect one Director to serve as Chairperson for a period of two years or in the event such elected Chairperson shall not be present at a meeting, the Vice Chairperson shall preside as a Chairperson for such meeting and any adjournments.

Section 6.6 – Quorum:

(a) Except as otherwise provided herein or by statute, at all meetings of the Corporate Board, the presence at the commencement of such meetings of a majority of the total number of the Directors entitled to vote shall constitute a quorum. The brief absence of any Director from a meeting after the meeting's commencement shall have no effect on the existence of a quorum, but a permanent withdrawal or absence of any Director necessary for a quorum will destroy the quorum and require the meeting to be adjourned.

(b) Despite the absence of a quorum at any annual meeting or special meeting of the Corporate Board, the Directors who are present may adjourn the meeting by a majority vote. At any adjourned meeting at which a quorum is present, any business may be transacted at the meeting as originally called.

Section 6.7 –Voting:

(a) Except as otherwise provided by statute, the Articles of Incorporation or these Bylaws, any corporate action other than the election or removal of Directors or Officers and voting on amendments to the Articles of Incorporation or Bylaws, shall be effective upon a majority vote at a properly-noticed meeting.
(b) Except as provided by Section 11.3 and any other section of these Bylaws or the Articles of Incorporation, each Director is entitled to one vote which may be cast in person, by proxy, telephonically, or via e-mail.

Section 6.8 – Conduct of Meeting:

A duly adopted agenda for each meeting shall be prepared by the Secretary or other designated Director or officer. The meeting shall be conducted in accordance with the agenda. The Chairman of the meeting shall have the right to limit discussion on any particular item and shall have the right to provide time limits for any party wishing to speak on any appropriate point. Meetings shall be conducted in accordance with respect and harmony at all times and to maintain a positive yet responsive environment. When the Corporate Board is meeting with regard to a charter school authorized by Article IV, above, the Board is also subject to the provisions of Michigan's Open Meeting Law, including the notice provisions set forth therein.

ARTICLE VII – ADVISORY COUNCILS AND GOVERNING BOARDS

Section 7.1 – Advisory Councils:

For each charter school owned directly or by a wholly-owned subsidiary of the Corporation, the Corporate Board may create an Advisory Council in a membership-number to be determined by the Corporate Board. The members of the Advisory Council shall consist of people from the education, business, and marketing communities. The Advisory Council will consult with and advise the Corporate Board on that charter school's business, operations, community relations and any other germane issues, and may assist in any additional fund-raising efforts for that charter school. All opinions and recommendations of the Advisory Council shall be advisory to the Corporate Board. The Corporate Board shall not be obligated to act upon any such recommendation. None of the members of the Advisory Council shall have the right to vote at meetings of the

Corporate Board unless a particular Advisory Council member is also a Director of the Corporate Board, in which case, any votes cast by that Director shall be in the capacity as a Director, and not in the capacity of a member of the Advisory Council

Section 7.2 – Governing Boards:

For each charter school owned directly or by a wholly-owned subsidiary of the Corporation, the Corporate Board may create a Governing Board in a membership-number to be determined by the Corporate Board. The members of the Governing Board may consist of the same members as the Governing Board and may include parents of students at the charter school, and persons from the education, business, and marketing communities in which such charter school is located. The Governing Board will consult with and advise the Corporate Board on important educational, student, extra-curricular, teaching, administration, and other matters and issues facing that charter school, and may assist in any additional fund-raising efforts for that charter school. All opinions and recommendations of the Governing Board shall be advisory to the Corporate Board. The Corporate Board shall not be obligated to act upon any such recommendation. Any and all members of a Governing Board shall have no rights to vote at the meetings of the Corporate Board unless a particular Governing Board member is also a Director of the Corporate Board, in which case, any votes cast by that Director shall be in the capacity as a Director, and not in the capacity of a member of the Governing Board.

ARTICLE VIII – OFFICERS

Section 8.1 Name, Numbers, Election and Term of Office:

(a) The officers of the Corporation shall consist of the Chairperson, a Vice Chairperson, a Secretary, a Treasurer, and any such other officers as the Board of Directors may, from time to time, determine. Officers of the Corporation need not be Directors of the Corporation. Any two or more officers may be held by the same person except that the Chairperson cannot also occupy the office of Vice Chairperson and the Chairperson cannot also occupy the office of Secretary.
(b) All of the officers of the Corporation shall be elected by the Corporate Board at the regular annual meeting of the Corporate Board or at any other meeting established for this purpose.
(c) Each officer shall hold office until the annual meeting of the Corporate Board next succeeding his election and until his or her successor shall have been elected and qualified or until his or her death, resignation, or removal.

Section 8.2 – Resignation:

Any officer may resign at any time by giving written notice of such resignation to the Corporate Board, the President, or the Secretary. Unless it is otherwise

specified in such written notice, such resignation shall take effect upon receipt thereof by the Board or Directors or by such officer of the Corporation. The acceptance of such resignation shall not be necessary to make it effective.

Section 8.3 – Removal:

Any officer may be removed with or without cause by a two-thirds (2/3) vote of the votes cast by the Corporate Board at a special meeting of the Corporate Board called for that specific purpose. A successor shall be elected by a majority vote of the Corporate Board at any time. A temporary successor may be appointed by the Corporate Board if they so desire.

Section 8.4 – Vacancies:

A vacancy in any office by reason of death, resignation, the inability to act, or for any other cause whatsoever may at any time be filled for the unexpired portion of the term by a two-thirds (2/3) vote of the votes cast by the Corporate Board at a special meeting of the Corporate Board called for that purpose.

Section 8.5 – Duties of Officers:

The Officers of the Corporation shall, unless otherwise provided by the Corporate Board, each have such powers and duties as generally pertain to their respective offices as well as such additional powers and duties as may be set forth in these Bylaws or may, from time to time, be specifically conferred or imposed by the Corporate Board.

Section 8.6 – Sureties and Bonds:

If the Corporate Board shall so require, any officer, employee, or agent of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the Corporate Board may direct, bonding the faithful performance of such officer, employee, or agent's duties to the Corporation including, without limitation, responsibility for negligence and for accounting for all property, funds or securities of the Corporation which may have come into such officer, employee, or agent's possession. The requirements of this paragraph shall be in compliance with applicable laws.

ARTICLE IX – CORPORATE SEAL

The seal of the Corporation, if any, shall be in a form approved by the Corporate Board.

ARTICLE X – FISCAL YEAR

The fiscal year of the Corporation shall be fixed by the Corporate Board from time to time, subject to applicable law. The fiscal year shall end on June 30th of each year.

ARTICLE XI – AMENDMENTS

Section 11.1 – Power of Corporate Board:

The Corporate Board shall have the power to amend the Bylaws, except as provided herein, at any duly called meeting for the purpose. No amendment of the Corporate Board may adversely affect the purpose of the corporation, amend Article III dealing with the tax-exempt status of the Corporation under Section 501(c)(3) of the Internal Revenue Code, amend this Article XI, confer upon the Corporate Board benefits that would defeat or adversely affect the tax-exempt status of the Corporation under Section 501(c)(3) of the Internal Revenue Code, or amend Section 5.4 in any way to defeat or adversely affect the tax exempt status of the Corporation.

Section 11.2 – Limitations on the Corporate Board:

The Corporate Board shall have no power to change any provision of the Bylaws regarding the election or removal of Directors or the filling of vacancies without the unanimous consent of all the Corporate Board.

Section 11.3 – Voting:

Except as otherwise provided by statute, the Articles of Incorporation or these Bylaws, the Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be approved, by a two-thirds (2/3) vote of the votes cast at such a meeting to be held by the Directors, present in person or by proxy, that are so entitled to vote, provided that the notice or waiver of such notice of the meeting shall have summarized or set forth in full therein the proposed change. Entitlement to vote in any such meeting to adopt, alter, repeal or amend such Bylaws shall be limited to Directors that have served at least six months prior to any such meeting.

ARTICLE XII – INDEMNITY

(a) Any person made a party to any action, suit, or proceeding by reason of the fact that he, his testator, or intestate representative is or was a Director, officer, or employee of the Corporation, or of any corporation in which he served as such at the request of the Corporation, shall be indemnified by the Corporation against reasonable expenses, including such attorneys' fees actually and necessarily incurred by him in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, except in relation to matters

as to which it shall be adjudged in such action, suit, or proceeding or in connection with any appeal therein that such officer, Director or employee is liable for negligence or misconduct in the performance of his duties.

(b) The foregoing right of indemnification shall not be deemed to be exclusive of any other rights to which any officer, Director or employee may be entitled apart from the provisions of this section.

(c) The amount of indemnity to which any officer, Director, or employee may be entitled shall be fixed by the Corporate Board, except that when there is not a disinterested majority of the Corporate Board available, the amount shall be fixed by arbitration pursuant to the then existing rules of the American Arbitration Association.

ARTICLE XIII – TAX-EXEMPT CORPORATE STATUS

Neither the Corporation, nor any of its Directors, officers, or employee shall carry on propaganda or otherwise attempt to influence legislation nor shall any of its funds be used to support or oppose any political issue or candidate or do any other acts which could endanger its qualification as a non-profit corporation in the State of Michigan or its tax exempt status as a 501(c)(3) corporation under the Internal Revenue Code, nor shall the Corporation, or any of its Directors, officers or employees engage in any conduct that would violate A.R.S. § 15-511 or such other laws of any state in which the Corporation is qualified to conduct business.

I, Theodore C. Frederick, as President and CEO of the American Charter Schools Foundation, hereby certify that the foregoing constitute the Bylaws of The Corporation as adopted and in full force and effect on the 14 day of September, 2011.

Theodore C. Frederick, President & CEO

KATIE HOBBS
Secretary of State
State of Arizona

1700 W Washington St. Ste. 220
Attn: Business Services
Phoenix, AZ 85007
Any questions: 602-542-6187

Application ID Barcode
105741822
Received: 9/5/2019

Trade Name Application

1. Trade Name designation

Filing Number 9122921 **Date First Used** 9/5/2019

Description American Charter Schools Foundation Ridgeview College Preparatory High School

2. Owner Name(s) and Entity Type(s)

American Charter Schools FoundationFoundation, a Foundation

3. Nature of Business for Trade Name

Charter Public High School

4. Contact Information

Business Address
7500 N Dreamy Draw Dr
Suite Ste 220
Phoenix, AZ 85020

Mailing Address
7500 N Dreamy Draw Dr
Suite Ste 220
Phoenix, AZ 85020

5. Phone & Email

Work Phone: 602-943-4456

Email: ted.frederick@acsfoundation.org

6. Applicant's

Authorized by Theodore C FREDERICK of American Charter Schools FoundationFoundation

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

****AMERICAN CHARTER SCHOOLS FOUNDATION****

a foreign nonprofit corporation organized under the laws of Michigan did obtain authority to conduct affairs in the State of Arizona on the 25th day of June 2007.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Nonprofit Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-3122, 10-3123, 10-3125, & 10-11622, has been delivered to the Arizona

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 13th day of December, 2016, A. D.

SEAL OF THE ARIZONA CORPORATION COMMISSION
DITAT DEUS
1912

Jodi A. Jerich

Jodi A. Jerich, Executive Director

By: 1554911